

*****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

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



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

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



1.5

July 15, 2020

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

As a result of the resignation of Todd Wolf from the Common Council, I hereby submit the following appointments for your confirmation:

FINANCE AND PERSONNEL

ROBERTA FILICKY-PENESKI

PUBLIC WORKS

DEAN DEKKER, CHAIRMAN

BETTY ACKLEY

TRANSIT COMMISSION

DEAN DEKKER

BOARD OF MARINA, PARKS, AND FORESTRY

DEAN DEKKER

MAYOR'S INTERNATIONAL COMMITTEE

BETTY ACKLEY

REDEVELOPMENT AUTHORITY

TREY MITCHELL

MICHAEL J. VANDERSTEEN, MAYOR

Approved

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
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II

R. O. No. - 20 - 21. By BOARD OF WATER COMMISSIONERS. August 3, 2020.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2020.

The water pumpage was down 21.15% from the same period in 2019. 893,284,000 gallons were pumped in the second quarter 2020, compared to 1,132,902,000 in 2019.

Year to date Operating Revenue at the end of the second quarter 2020 decreased by \$501,109 compared to year to date 2019. The net income for the Utility, as of the end of June, 2020 is \$157,653. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2020:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	17.0
Number of feet of 6 inch water main installed	77.1
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	634.3
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	1415.0
Number of water main breaks repaired	2
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	6
Number of water main valves installed, repaired, removed, or replaced	25
Number of water service connections installed	12

Details are shown on the attached spreadsheets.

Other Utility Business:

Arch Electric completed the installation of a 26 kW solar photo-voltaic system on the Water Utility's administrative building roof. This system will help offset electrical costs.

Covid-19 pandemic caused suspension of the pay window and other services involving work inside private residences. The water treatment plant was

Consent

isolated to help reduce the risk of the virus impacting plant operators. Some staff began working remotely. A face covering policy was implemented along with numerous other actions intended to ensure the Utility's ability to complete its ongoing essential mission.

Work continued on the raw water improvement project. An online meeting took place among Utility staff, DPW staff, other city staff, and CDM Smith to review the building plan and other issues involved with the site location in Vollrath Park on an easement.

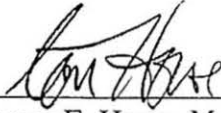
BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

- Attachments - Balance Sheet
- Income Statement
- Distribution System Quarterly Report
- High Lift Delivery Operations Quarterly Report



Sheboygan Water Utility
Quarterly Financial Statement June 30, 2020
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	72,621,191	
107 Construction Work in Progress	800,518	
111 Accumulated Provision for Depreciation of Utility Plant		23,905,065
125 Bond Redemption Fund	706,627	
129 Appropriated Funds Invested for Plant Expansion & Payables		
126 Depreciation Fund		
128 Other Special Funds - Net Pension Asset		
128 Other Special Funds - Health Ins		
130 Other Special Funds - Deferred Outflow Pension	1,262,190	
135 Working Funds	750	
136 Temporary Cash Investments	10,382,255	
142 Customer Accounts Recievable	962,607	
143 Grant Receivable	10,000	
145 Receivables from Municipality	418,473	
154 Materials and Supplies	331,498	
163 Stores Expense		
165 Prepayments	15,040	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		44,668,496
221 Long Term Debt Bonds		13,524,996
223 Advances from Municipality		152,173
232 Accounts Payable		
235 Customer Deposits		
236 Taxes Accrued		1,160,484
237 Interest Payable on Bonds		52,008
242 Misc. Current & Accrued Liab		9,906
251 Bond Premium		238,897
253 Misc Deferred Credits		87,922
263 Other Special Funds Employee Pensions		
265 Accrued Employee Benefits		533,725
425 Amoritization of Pre 2003 Depreciation		
280 Net Pension Liability		727,715
285 Deferred Inflow - Pension		651,408
Utility Net Income		157,653
	87,511,149	87,511,149



Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - June 30, 2020

Account #	Utility Operating Income	1-Jan-20 to 30-Jun-20	1-Jan-19 to 30-Jun-19	Increase or (Decrease)
400	Sales Revenue	3,521,974	4,047,587	(525,614)
474	Other Water Revenue	48,792	24,288	24,504
	Total Operating Revenue	3,570,766	4,071,875	(501,109)
401	Operating Expenses	1,604,563	1,636,055	(31,492)
402	Maintenance Expenses	315,473	307,270	8,203
403	Depreciation Expenses	776,365	707,821	68,543
402	Taxes	587,518	584,107	3,411
	Total Operating Expenses	3,283,918	3,235,252	48,666
	Utility Operating Income	286,847	836,623	(549,776)
	<u>Other Income & Expense</u>			
415	Non-operating Grant Revenue	32,950	5,000	27,950
416	Non-operating Grant Expense	(32,950)	(5,000)	(27,950)
419	Interest Earned on Investments	25,087	37,435	(12,347)
421	Contributions	-	-	0
425	Misc Amortization	12,567	12,567	0
427	Bond Interest Expense	(159,884)	(158,844)	(1,040)
428	Other Expense	(23,650)	-	(23,650)
429	Bond Premium	16,686	16,436	250
	Net Income	157,653	744,217	(586,564)

Distribution System -- 2nd Quarter April, May, and June, 2020

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type
Niagara and N. 14th St (E)	4/7/2020	12" MJ	ute	G (vert)
Niagara -70' W of N. 14th St	4/8/2020	6" MJ	ute	G (vert)
Niagara Ave and Commerce (N)	4/9/2020	6" MJ	ute	G (vert)
Niagara Ave and Commerce (S)	4/13/2020	12" MJ	ute	G (vert)
S. 25th St. at Georgia Ave. (S)	5/13/2020	6" MJ	ute	G (vert)
Kansas Ave. between S. 22nd & 21st St. (E)	5/27/2020	6" MJ	ute	G (vert)
Kansas Ave. between S. 22nd & 21st St. (W)	5/27/2020	6" MJ	ute	G (vert)
N. Commerce St Between Niagara Ave and Wisconsin Ave	6/17/2020	12" MJ	ute	G (vert)
N. 23rd St and Geele Ave (N)	6/24/2020	12" MJ	ute	G (vert)
N. 23rd St and Geele Ave (NE)	6/24/2020	6" MJ	ute	G (vert)

Total Valves Installed = 10

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Niagara Ave. -48' W. of c.l. N. 14th St. (W)	10/13/1999	4/7/2020	B-F-N
S. 25th St. at Georgia Ave. (S)	8/14/1961	5/13/2020	G
Kansas Ave. between S. 22nd & 21st St.	4/24/1978	5/27/2020	G

Total Valves Removed = 3

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
N. Commerce St. at Niagara Ave.	10/12/1984	6/18/2020
Niagara Ave. -38' E. of c.l. N. 14th St. (NE)	10/13/1999	6/18/2020

Total Valves Abandoned = 2

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size
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Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size
Niagara Ave and N. 14th St (E)	4/8/2020	7"
Niagara Ave and Commerce (N)	4/9/2020	66"
N. 23rd St. at Geele Ave. (NE)	6/24/2020	6"

Total Hydrants Installed = 3

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Sacmann Ave. at N. 21st St. (SE)		6/15/2020	n
N. 23rd St. at Geele Ave. (NE)	5/24/1932	6/24/2020	n

Total Hydrants Removed = 2

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
N. Commerce St. at Niagara Ave. (E)	10/12/1984	6/18/2020	7"	y

Total Hydrants Abandoned = 1

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
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Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")
Tower Drive 1100' E of Gateway Drive	5/12/2020	12"
N. 23rd St and Geele Ave	6/24/2020	12"

Total Water Main Breaks = 2

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	17.0	
Number of feet of 6 inch water main installed	77.1	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 10 inch water main installed	0.0	
Number of feet of 12 inch water main installed	634.3	
Number of feet of 16 inch water main installed	0.0	
Number of feet of 24 inch water main installed	0.0	
Number of feet of water main abandoned or removed	1415	
Number of water main breaks repaired	2	
Number of hydrants installed	3	hydrants
Number of hydrants removed or abandoned	3	
Number of hydrants maintained or moved	0	
Number of street valves installed	7	valves
Number of hydrant valves installed	3	
Number of street valves removed or abandoned	6	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	9	
Number of water connections installed	12	

WATER MAIN AND APPURTENANCES INSTALLATION – April, May, June 2020

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 6" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size "	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Kansas Ave between S. 21st St and S. 22nd St	5/27/2020	2	0	0	0	0	0	6	53.08		6" CIP	53		Ute
Reconnecting Service for LTC	4/9/2020	1	0	0	0	0	0	6	24		n/a	24		Ute
Totals:		3	0	0	0	0	0		77.1			77		

Location: 12" Water Main	Installed	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size "	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
N. Commerce between Niagara Ave and Wisconsin Ave	6/19/2020	1	0	0	0	1	0	12	271.25	0	12" CIP	400	0	Ute
Commerce from Niagara to 92' SE of Niagara	4/13/2020	1	1	1	0	0	0	12	87	9	12" CIP	87	0	Ute
Niagara Ave from N. 14th St to Commerce	4/9/2020	1	1	1	0	0	0	12	276	8	12" CIP	276	0	Ute
N. Commerce between Niagara Ave and Wisconsin Ave	6/19/2020	0	0	0	2	0	0	12	0	0	10" CIP	575	0	Ute
Totals:		3	2	2	2	1	0		634.3	17		1338		

HIGH LIFT DELIVERY QUARTERLY REPORT 2020				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2019	1,111,503,000	\$217,156.22	\$195.37
	2020	1,061,714,000	\$197,921.94	\$186.42
	Percent Difference	-4.48%	-8.86%	-4.58%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2019	1,132,902,000	\$192,754.83	\$170.14
	2020	893,284,000	\$159,034.60	\$178.03
	Percent Difference	-21.15%	-17.49%	4.64%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2019	1,240,316,000	\$202,724.19	\$163.45
	2020	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2019	1,040,997,000	\$204,391.07	\$196.34
	2020	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2020				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2019	4,525,718,000	\$817,026.31	\$180.53
	2020	1,954,998,000	\$356,956.54	\$182.59
	Percent Difference	-56.80%	-56.31%	1.14%
YEAR TO DATE : 2020				
		GALLONS	COST \$	
SLUDGE DISPOSAL to WWTP	2019	5,430,249	\$38,471.09	
	2020	2,151,080	\$16,765.02	
	Percent Difference	-60.39%	-56.42%	
STORM WATER CHARGES	2020	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	14,858,000	June 17, 2020	
	Minimum Pumpage Day	8,396,000	January 1, 2020	

	MG	\$	\$/MG
2019	4,525,718,000	\$817,026.31	\$180.53
2020	1,954,998,000	\$356,956.54	\$182.59

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
 Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.
 Sludge disposal costs are not included in \$/MG.

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 3, 2020.

Your Committee to whom was referred R. O. No. 37-20-21 by City Administrator submitting the Financial Trends Monitoring Analysis report for years 2015 through 2019; recommends filing the document.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.3

R. O. No. 37 - 20 - 21. By CITY ADMINISTRATOR. July 20, 2020.

Submitting the Financial Trends Monitoring Analysis report for the years 2015 through 2019.

FAP

CITY ADMINISTRATOR



City of
Sheboygan
spirit on the lake

2020 Financial Trends Monitoring Analysis

July 2, 2020

Introduction

The Financial Trend Monitoring System (FTMS) was developed by the International City/County Management Association (ICMA) as a method for monitoring the financial condition of local government. The purpose of this report is to comprehensively examine the financial trends of the City of Sheboygan and make any financial policy adjustments to improve its overall financial condition. In accordance to the FTMS, generally accepted accounting standards were followed for the data presented in this report.

The report for this financial analysis is derived from the indicators described in the ICMA publication, "Evaluating Financial Condition". The ICMA model examines four types of financial conditions:

1. Cash Solvency – the ability to pay bills over the next 60-90 days
2. Budgetary Solvency – the ability to cover expenditures with revenues and other resources over the normal budget period.
3. Long-term Solvency – the ability to pay not only the costs of doing business in the current year, but also those that will come due in future years.
4. Service-Level Solvency – the ability to provide services at the level and quality that are required for the health, safety, and welfare of the community and that citizen's desire.

There are significant variations on how local governments manage their finances. This variation makes it challenging identify the standards and benchmark the indicators for local government. Therefore, it is almost certain that these standards and indicators are set up in accordance to local government goals, mission, and vision. For each indicator, they are characterized by an outcome described below:

Favorable – this trend is positive and meets policy or performance measures set by the city.

Caution – the trend is uncertain and should be watched carefully because it may move in a direction that could have negative impact on the city's financial condition.

Unfavorable – the trend is a warning and does not meet policy or performance measures set by the city. More information should be gathered and corrective actions should be taken as soon as possible.

Methodology

This report contains data from audited Comprehensive Annual Financial Reports (CAFR) from 2015 through 2019. The data includes revenue and expenditure information for general fund, special revenue funds, debt service funds, and other subsidiary funds.

When required for analysis, adjusting for inflation converts current dollars into constant dollars. The conversion from actual dollars to constant dollars allows for analyst to take in account the appearance growth due to inflation. For this report, the Consumer Price Index (CPI) tracks the prices of goods and services used by average wage earners in 2015.

	2015	2016	2017	2018	2019
Consumer Price Index	237.017	240.008	245.12	251.107	255.657
2015 Conversion Table	1	0.988	0.967	0.944	0.927
Cumulative Percent Change		1.246	3.306	5.611	7.291

The following formula and example reveal how to calculate to constant dollars:

$$\text{Conversion Factor} = \frac{2015 \text{ CPI}}{2019 \text{ CPI}} = \frac{237.017}{255.657} = 0.927$$

$$\text{Constant Dollar} = \text{Actual Dollar} * \text{Conversion Factor} = \$1000 * 0.927 = \$927$$

This means that \$1000 today would have been worth \$927 in 2015.

Indicators

For the analysis of the City of Sheboygan's fiscal condition, 12 indicators were identified for this report:

Description		Trend
Revenue Indicators	Property Tax Revenue	Favorable
	General Government Revenue (Actual vs. Budgeted)	Favorable
	Intergovernmental Revenue	Favorable
Expenditure	Expenditure per Capita	Favorable
	Expenditure per Function	Favorable
	Employees per Capita	Favorable
	Personnel Cost As a Percent of Expenditures	Favorable
	Fringe Benefits as a Percent of Personnel Costs	Favorable
Operating Position	General Fund Operating Surplus / Deficit	Favorable
	Fund Balance as a Percentage of Revenue	Favorable
Debt Position	Debt Service-related Property Tax Levy	Favorable
	Net Direct Debt to Debt Limit	Favorable

Revenue

Revenue determines the city's capability to bring funds necessary to providing services. Ideally, revenues grow at a rate equal to or greater than the combined effects of inflation and expenditures and are sufficiently diversified.

The General Fund is used to account for most of the government's activities, including Police, Fire, Administration, Public Works, Streets and Sanitation, and Parks. A significant portion of General Fund revenue comes from property taxes.

Intergovernmental revenue plays a significant role in the funding of service-based programming. While a vast majority of the intergovernmental revenue sources are state-derived, permanent in nature, and reasonably stable, a limited amount is not permanent. The city needs to monitor the development of Wisconsin State budgets and be prepared to deal with funding changes, especially during COVID-19, when budgets are volatile.

Indicators

- Property Tax Revenue
- General Government Revenue
- Intergovernmental Revenue

Expenditure

Expenditures are an approximate measure of the city's service output. Generally speaking, as the city provides more services or increases the quality of existing services, the city spends more. It is difficult to account for the quality or efficiency of services using this indicator. Ideally, the expenditure growth rate does not exceed the revenue growth rate and will have maximum spending flexibility to adjust to changing conditions.

Expenditure growth rates should generally be proportionate to revenue growth rates to ensure the city is living within its revenues. Expenditures should be flexible, allowing the city to adjust service levels to changing conditions. Mandatory costs like debt service payments, pension benefits, and mandates, can limit this flexibility. A growing number mandatory costs may negatively affect Sheboygan's ability to provide services that are reactive to changing social and economic conditions.

Indicators

- Expenditure per Capita
- Expenditure by Function
- Employees per Capita
- Personnel Cost
- Fringe Benefits

Operating Position

Operating position refers to Sheboygan's ability to maintain reserves for emergencies, and maintain sufficient cash to pay short-term obligations and bills. A city will generate an operating surplus (revenue exceeds expenditures) or deficit (expenditures exceeds revenue). These surpluses and deficits are created from policy decisions, imprecise revenue and expenditure forecasting, or trends in the local or national economy. Reserves are built through the accumulation of annual operational surpluses. These are maintained for a financial safety net in case of an event of loss of revenue source, natural disaster, economic downturn, etc. Having sufficient reserves allows for the city to be more flexible with its spending. Sheboygan has had an increase in uncommitted fund balances. Consequently, the city has used the balances as a funding source for one-time projects or purchases.

Indicators

- General Fund Surplus/Deficit
- Fund Balance as a Percentage of Revenue

Debt Structure

Debt structure is important for examining its expenditure obligations that must be satisfied when due. Debt is an effective tool to finance capital improvements and smooth short-term revenue flows. Under the right circumstances, the city's debt should be proportionate to the size and growth of the city's tax base. Sheboygan has relatively been able to maintain its repayment obligations and related favorable bond rating. However, projections based on the report findings would suggest that the city needs to closely monitor its future capital list and related debt issues.

Indicators

- Debt Service-related Property Tax Levy
- Net Direct Debt to Debt Limit

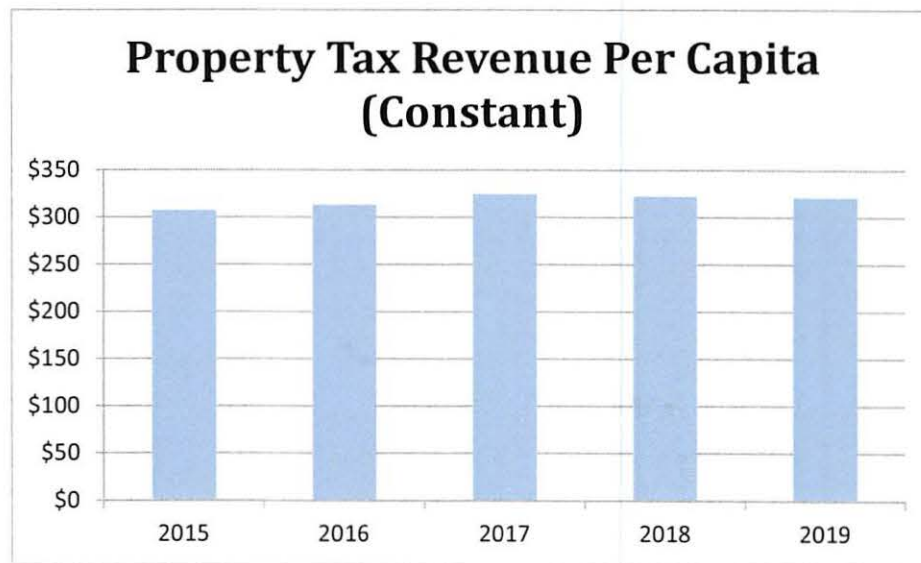
Revenue

Property Tax Revenue Per Capita: Favorable

Description—The City of Sheboygan is heavily reliant on property taxes, as is typical for many local governments. Revenue per capita illustrates how revenue changes relative to the change in population over time. Because property tax revenue is generally linked to population size, it can be expected that as the population size increases, the need for services will increase proportionately. If per capita revenue decreases, the city may be unable to maintain existing services unless it finds new sources of revenue. Thus, an unfavorable trend would be decreasing property tax revenues per capita.

Analysis—Over the past five years, property tax per capita has increased by approximately \$14. This decrease is primarily due to an increase between 2015 and 2017. Over the past three years, property tax per capita has remained steady, despite a slight drop in population.

Formula:
$$\frac{\text{Operating Revenue (Constant)}}{\text{Population}}$$



	2015	2016	2017	2018	2019
Property Tax	\$14,960,383	\$15,406,665	\$16,240,705	\$16,435,705	\$16,609,115
CPI Conversion	1	0.988	0.967	0.944	0.927
Property Tax (Constant)	\$14,960,383	\$15,214,666	\$15,703,831	\$15,513,472	\$15,398,141
Total Population	48,697	48,541	48,335	48,085	47,965
Property Tax Revenue Per Capita (Constant)	\$307.21	\$313.44	\$324.90	\$322.63	\$321.03

Conclusion—With a modest increase between 2015 and 2017 and relatively stable numbers since 2017, this trend is favorable.

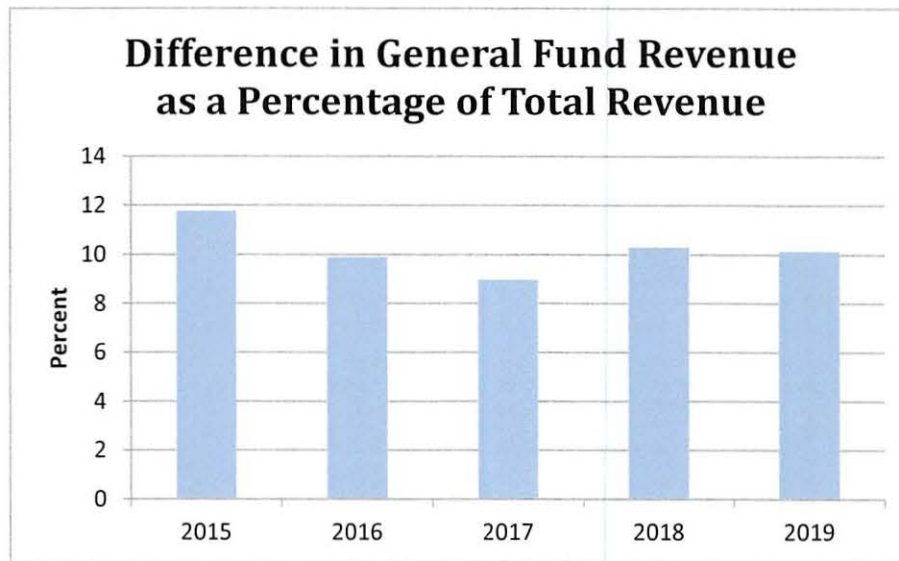
Revenue

General Fund Revenue, Actual vs. Budget: Favorable

Description—This indicator compares the budgeted General Fund revenue with the actual revenue received. Precise budgeting results in more efficient allocation of resources, making this a critical trend to analyze. An inconsistent underestimation of revenue means that the city may decide to increase property tax levy or applied fund balance more than necessary. An inconsistent overestimation of budget revenues can result in constraints on services and/or capital projects. Therefore, an unfavorable trend would be inconsistent estimations.

Analysis—The city has consistently underestimated General Fund revenue the past five years. Though this could be concerning if it was fluctuating significantly, it has held fairly stable, allowing officials to have an accurate idea of what revenues will look like year-to-year. Underestimating revenue in the budget has allowed the city to generally maintain a budget surplus.

Formula:
$$\frac{\text{Actual} - \text{Budgeted}}{\text{Actual}}$$



General Fund Revenue	2015	2016	2017	2018	2019
Actual	\$ 37,450,132	\$ 36,034,360	\$ 36,486,575	\$ 38,039,543	\$ 38,510,380
Budgeted	\$ 33,045,716	\$ 32,469,155	\$ 33,212,132	\$ 34,121,641	\$ 34,601,024
Difference	\$ 4,404,416	\$ 3,565,205	\$ 3,274,443	\$ 3,917,902	\$ 3,909,356
Percent Differences	11.76	9.89	8.97	10.30	10.15

Conclusion—This trend is favorable. The city consistently underestimates revenue, allowing for a consistent picture of revenue that makes achieving a surplus easier.

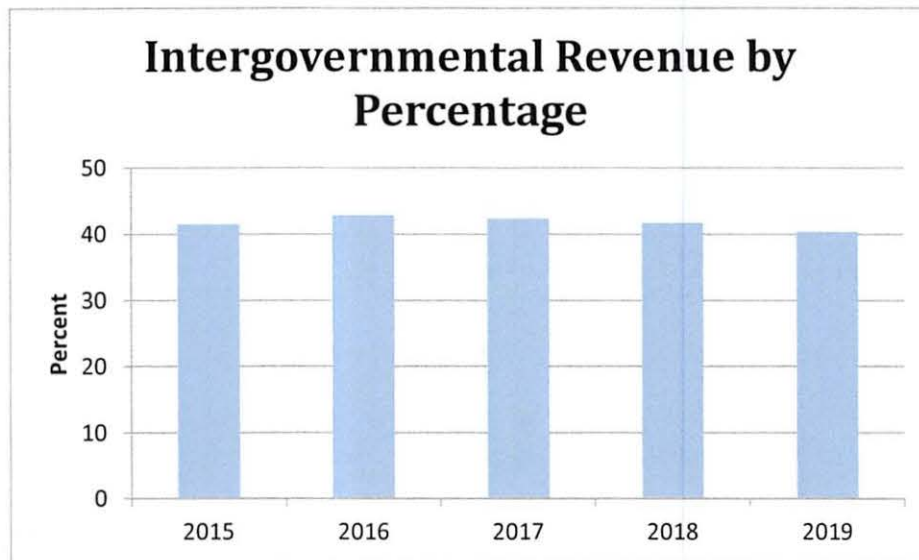
Revenue

Intergovernmental Revenue: Favorable

Description—Intergovernmental revenues are funds received from other governmental entities. An overdependence on intergovernmental revenue can have an adverse impact on financial condition due to restrictions or stipulations that the other governmental entities attach to the revenue. For instance, as federal and state governments struggle with their own budgetary problems, withdrawal or reduction of payments to local governments may serve as one of their cutback options. An unfavorable trend would be a substantial increase in intergovernmental revenue as a percent of net operating revenue.

Analysis—Sheboygan’s intergovernmental revenue as a percentage of the General Fund revenue is the city’s second largest category (with Taxes being the largest category). Over the past five years, the percent of intergovernmental revenue has been stable. In 2018, intergovernmental revenue increased by \$378,769 due in part to higher State Transportation Aids.

Formula:
$$\frac{\text{Intergovernmental Revenue}}{\text{Total Revenue}}$$



	2015	2016	2017	2018	2019
Intergovernmental Revenue	\$ 14,297,099	\$ 14,207,490	\$ 14,258,858	\$ 14,637,627	\$ 14,198,368
Total Revenue	\$ 37,450,132	\$ 36,034,360	\$ 36,486,575	\$ 38,039,543	\$ 38,510,380
Percentage	38.18	39.43	39.08	38.48	36.87

Conclusion—The city, similar to other Wisconsin municipalities, relies heavily on intergovernmental aid and grants for operating purposes, as the State of Wisconsin has restricted options of municipalities in generating additional direct revenue sources like sales and income taxes. Intergovernmental revenue, however, has remained fairly constant, making this a favorable trend.

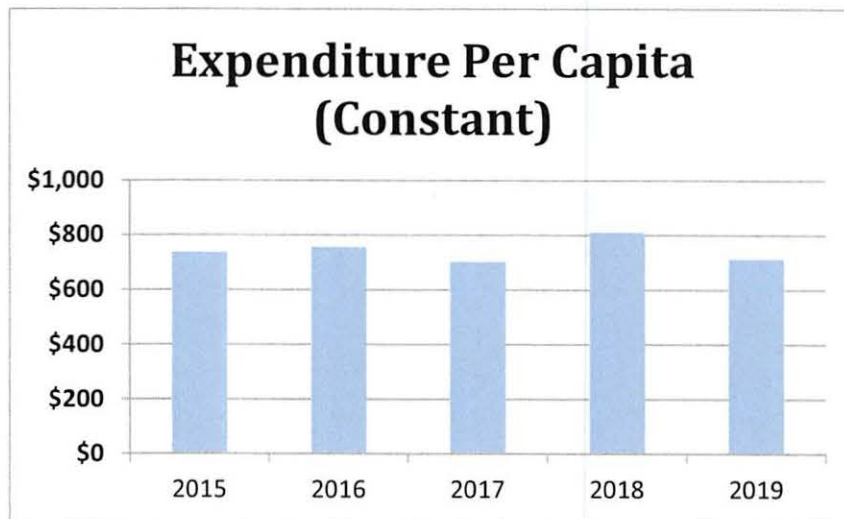
Expenditure

Expenditure per Capita: Favorable

Description—Expenditures per capita reflect changes of expenditures relative to the population. An increase in per capita may indicate that cost of providing services is exceeding the City’s ability to pay. If the increase in spending is greater than would be expected from continued inflation and cannot be explained by the addition of new services or an increase in the quality of services, it can be an indicator of declining productivity, whereby the government is spending more real dollars to support the same level of services. Thus, an unfavorable trend would be a consistent increase in net expenditure per capita without an expansion in service or an increase in the quality of service.

Analysis—General Fund expenditures per capita has fluctuated slightly since 2015, but has been fairly stable. The increase in 2018 can be accounted for by the expense of City Hall renovations and the increase in 2016 can be explained by a one-time transfer for county-provided dispatch services.

Formula:
$$\frac{\text{Expenditure (constant)}}{\text{Population}}$$



	2015	2016	2017	2018	2019
Expenditure (Constant)	\$ 35,859,473	\$ 36,606,894	\$ 33,952,034	\$ 39,610,915	\$ 34,202,342
Total Population	48,654	48,514	48,329	48,846	47,965
Expenditure Per Capita (Constant)	737.03	754.56	702.52	810.93	713.07

Conclusion—Expenditure per capita has remained relatively proportionate to inflation and shifts in population, and slight fluctuations can be explained, making this trend favorable.

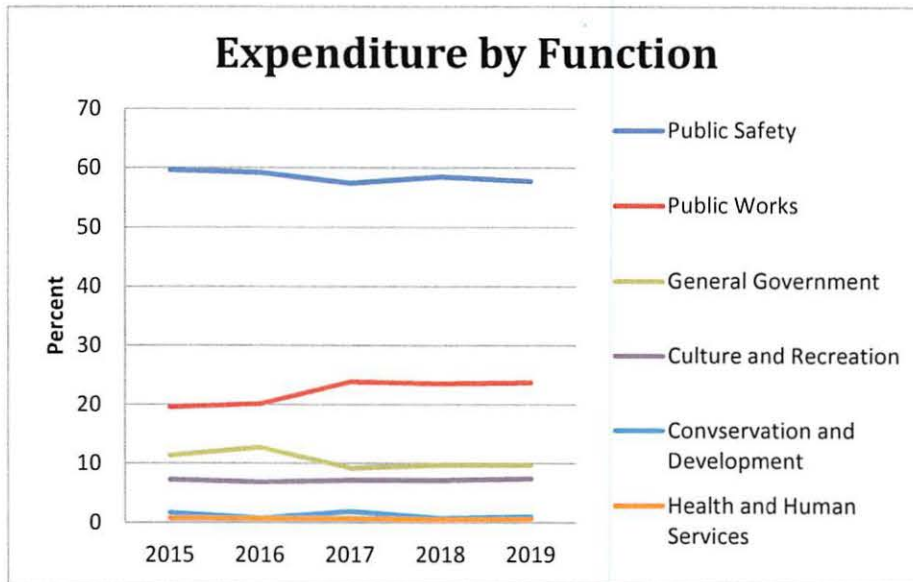
Expenditure

Expenditure by Function: Favorable

Description—Expenditures by function show a breakdown of the General Fund expenditures. This can help analyze causes of changes in expenditures over time by department. This indicator examines six broad categories of operation. An unfavorable trend would be an increase in one or more areas without an expansion of service or increase in the quality of service.

Analysis—The overall expenditures of the General Fund have been fairly stable with an average annual increase of less than 1 percent. (Please note the dollar amounts here have not been adjusted by the CPI Conversion). Health and Human Services and Conservation and Development experienced one-time expenses, accounting for their fluctuations. Public Works saw an increase in 2017; funding levels are accounted for and expected to continue at that level. Other categories have generally remained stable.

Formula:
$$\frac{\text{Expenditures}}{\text{Net Expenditures}}$$



Expenditure by Function	2015	2016	2017	2018	2019
Public Safety	\$ 20,481,643	\$ 21,920,893	\$ 20,153,962	\$ 21,258,978	\$ 21,303,703
Public Works	\$ 6,711,257	\$ 7,443,242	\$ 8,359,079	\$ 8,550,172	\$ 8,734,350
General Government	\$ 3,886,099	\$ 4,689,064	\$ 3,221,641	\$ 3,523,721	\$ 3,576,275
Culture and Recreation	\$ 2,470,759	\$ 2,521,890	\$ 2,502,128	\$ 2,589,426	\$ 2,706,354
Conservation and Development	\$ 565,125	\$ 257,317	\$ 646,478	\$ 348,915	\$ 365,965
Health and Human Services	\$ 233,341	\$ 233,451	\$ 221,626	\$ 188,887	\$ 197,734
Total	\$ 34,348,224	\$ 37,065,857	\$ 35,104,914	\$ 36,460,099	\$ 36,884,381

*Note that the expenditure totals shown here do not include outside transfers, like transfers in 2016 for emergency dispatch improvements and transfers in 2018 for City Hall renovations.

Conclusion—Expenditure shifts are either stable or accounted for, making this trend favorable.

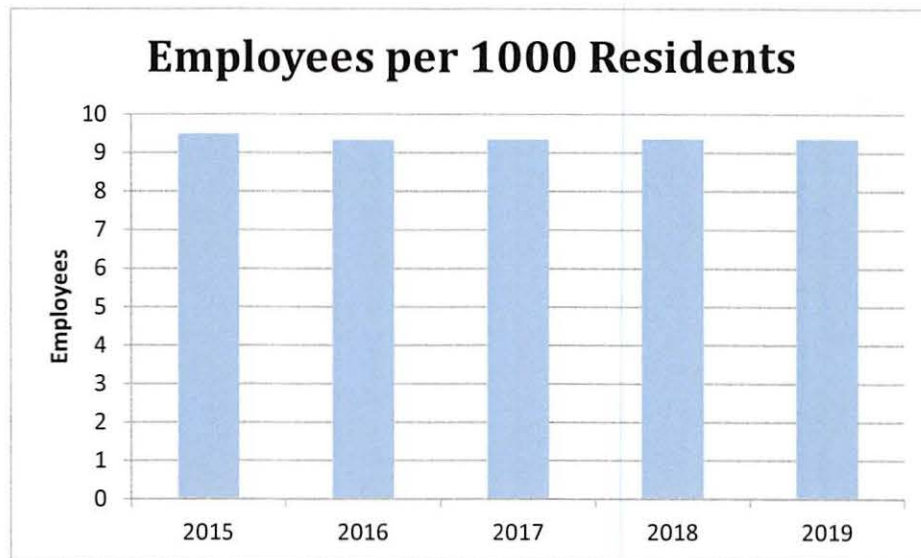
Expenditure

Employees per Capita: Favorable

Description—This measure represents total employees on the payroll system. Personnel costs are a major portion of local government’s operating budget. Therefore, plotting changes in the number of employees per capita is a good way to measure changes in expenditures. An increasing number of employees per capita can indicate that expenditures are rising faster than revenues, the government is become more labor intensive, or personnel productivity is declining. However, this could also indicate an increase in services or the quality of services. An unfavorable trend would be an increase in the number of employees per capita without an increase in services or the quality of services.

Analysis—Sheboygan’s municipal government number of employees has remained consistent over the past five years. With no material change in population, no material change in employees has occurred during this period.

Formula:
$$\frac{\text{Number of Municipal Employees}}{\text{Population}} * 1000$$



	2015	2016	2017	2018	2019
Number of Employees	462	453	452	450	449
Total Population	48,697	48,541	48,335	48,085	47,965
Employees per 1000 Residents	9.49	9.33	9.35	9.36	9.36

Conclusion—There have been no significant changes over the past five years. In addition, the city has had no significant service demand or program changes that would indicate a basis for an increase in municipal employment, like higher crime rates.

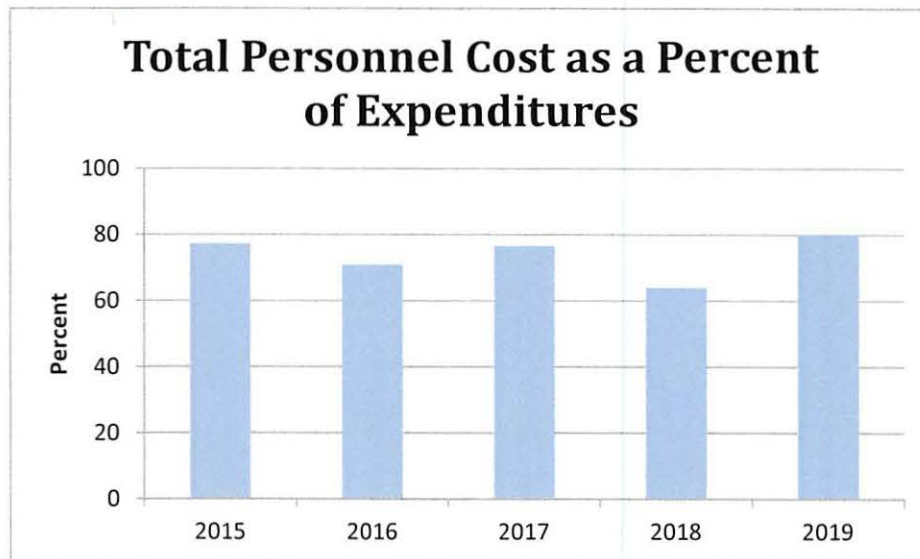
Expenditure

Personnel Cost as a Percentage of Expenditures: Favorable

Description—As part of the operating (General Fund) expenditure, personnel cost is reflective of the community’s ability to pay for the services government provides. In addition, plotting changes in the personnel cost is a good way to measure changes in expenditures. This is a measure of the average compensation, including benefits such as health care, social security, Medicare, and retirement for the average employee. An unfavorable trend would be a significant increase in personnel costs as a percent of general fund expenditures.

Analysis—To measure the average personnel cost, total personnel cost were divided by the total expenditures spent in that fiscal year. The average percentages of personnel costs have been relatively stable over the 2015 - 2019 period, except for a roughly 9% drop in 2018 caused by an increase in the total expenditure for City Hall renovations.

Formula:
$$\frac{\text{General Fund Wages and Benefits}}{\text{General Fund Expenditures}}$$



	2015	2016	2017	2018	2019
Total Personnel Cost	\$26,846,154	\$26,290,365	\$26,881,564	\$26,881,564	\$29,559,174
Total Expenditure	\$34,793,256	\$37,068,849	\$35,112,766	\$41,965,674	\$36,892,156
Percentage	77.16	70.92	76.56	64.06	80.12

*The 2016 Expenditure amount does not include a \$2.5 million transfer to Sheboygan County for capital costs associated with the transfer of emergency dispatch services.

Conclusion—This indicator receives a favorable trend. Expenditures and personnel costs have generally increased between 2015 and 2019, but they have done so proportionately, so total personnel cost as a percent of expenditures has remained fairly stable.

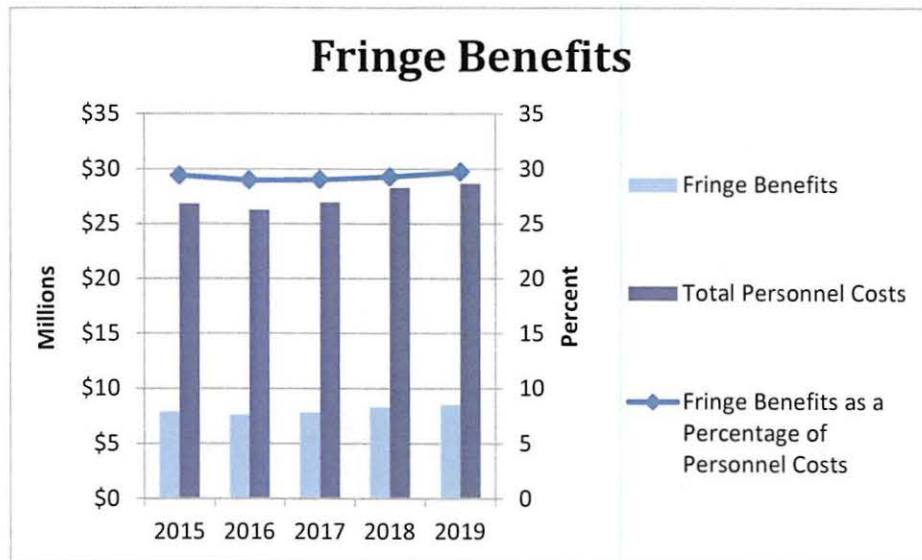
Expenditure

Fringe Benefits as a Percent of Personnel Costs: Favorable

Description—Fringe benefits represent a significant share of the city operating cost. Common forms of fringe benefits in Sheboygan are Social Security, retirement, unfunded pension liability, health insurance, life insurance, dental insurance, worker’s compensation, unemployment compensation, and clothing allowance. Monitoring fringe benefits will allow the city to isolate increasing costs and make adjustment where necessary. Funding and recording of fringe benefits often involves complex processes that may go unnoticed, straining the government’s finances. An unfavorable trend would be a significant increase in fringe benefits as a percentage of personnel costs.

Analysis—Since 2015, General Fund fringe benefits in comparison to General Fund wages and salaries have remained stable.

Formula:
$$\frac{\text{Fringe Benefits Expenditure}}{\text{Total Personnel Costs}}$$



	2015	2016	2017	2018	2019
Fringe Benefits	\$ 7,884,409	\$ 7,603,100	\$ 7,814,496	\$ 8,272,026	\$ 8,512,165
Total Personnel Costs	\$ 26,828,974	\$ 26,269,195	\$ 26,946,746	\$ 28,270,608	\$ 28,661,448
Percentage	29.39	28.94	29.00	29.26	29.70

Conclusion—Fringe benefit costs have increased at around the same inflationary rate as wages, making this trend stable and therefore favorable.

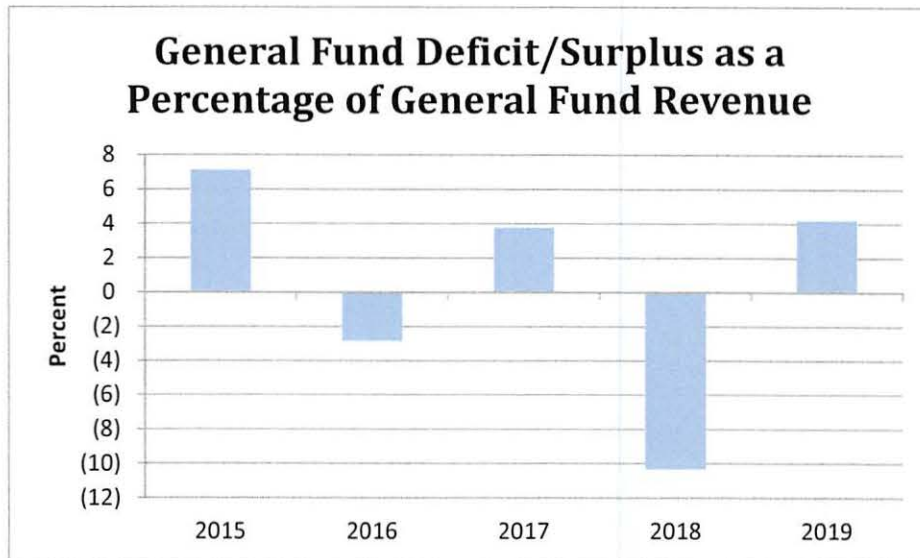
Operating Position

General Fund Operating Surplus or Deficit: Favorable

Description—As one of the basic measure of localities in operating position, this measure examines a city well-being in how much money was spent as compared with the amount that was brought in. A deficit occurs when expenditures exceed revenues. A deficit in one year may not be a cause for concern, but increasing and frequent deficits could indicate that revenues are not adequately supporting expenditures. Additionally, simple budgetary analysis like this does not always reveal a true deficit, as current expenditures can be financed by loans or certain accounting transactions. An unfavorable trend would be a repeated and increasing deficit.

Analysis—In 2016 and 2018, the Common Council supported one time contributions of \$2.5 million and \$5.5 million from the General Fund to support the development of a County centralized emergency dispatch center and City Hall renovations, respectively. It is the city’s normal practice to budget conservatively on its revenues and expenditures which usually results in end of year surpluses.

Formula:
$$\frac{GF\ Revenue - GF\ Expenditure}{GF\ Revenue}$$



	2015	2016	2017	2018	2019
GF Revenue	\$ 37,450,132	\$ 36,034,360	\$ 36,486,575	\$ 38,039,543	\$ 38,510,380
GF Expenditure	\$ 34,793,256	\$ 37,068,849	\$ 35,112,766	\$ 41,965,674	\$ 36,892,156
General Fund Deficit/Surplus	\$ 2,656,876	\$ (1,034,489)	\$ 1,373,809	\$ (3,926,131)	\$ 1,618,224
General Fund Deficit/Surplus as a Percentage	7.09	(2.87)	3.77	(10.32)	4.20

Conclusion—Due to the city’s high fund balance in the General Fund, this fund is frequently a source of revenue for one-time projects. Without the \$2.5 million and \$5.5 million transfers, both 2016 and 2018 would have respectively experienced a surplus - \$1,465,511 in 2016 and \$1,573,869 in 2018, making this trend favorable.

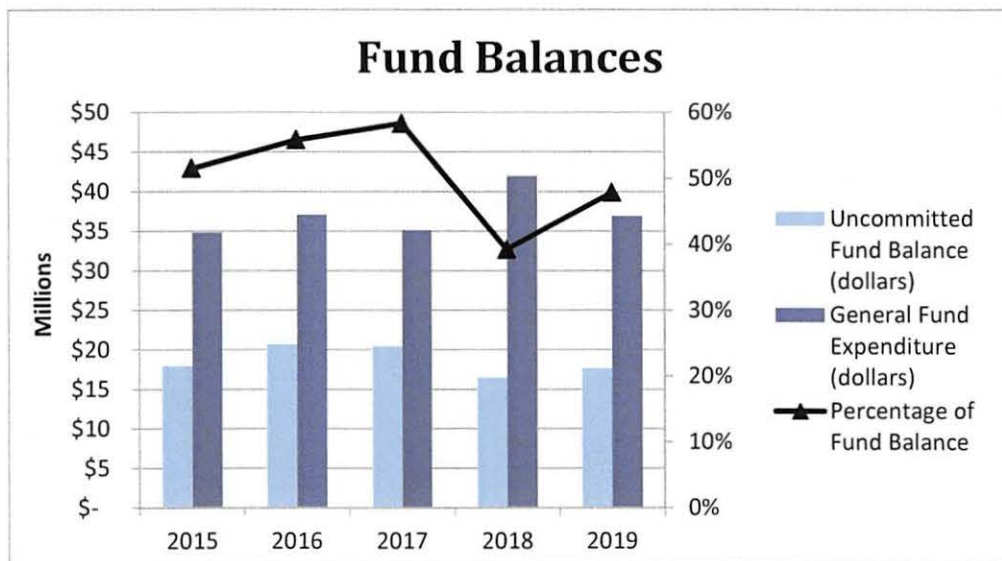
Operating Position

Fund Balance: Favorable

Description—Fund balances are excess of revenues over expenditures. Positive fund balances can also be thought of reserves, although they are not always available for appropriation. Reports may show allocations of fund balances as non-spendable, restricted, committed, assigned, and/or unassigned/uncommitted. An unfavorable trend would be a decline in unrestricted fund balances as a percentage of net operating revenues.

Analysis—The city’s financial policy includes a policy on uncommitted fund balance in the General Fund to be maintained at no less than 25 percent. The 2018 fund balance and the percent of fund balance were impacted by the use of \$5.5 million toward the City Hall renovation project. If the use of \$5.5 million did not occur, the uncommitted fund balance would be \$21,958,166 and the percentage of fund balance would be 60.22 percent. Prior to 2018, the trend for uncommitted fund balance reveals an upward trend. The percentage of fund balance in the General Fund had increased 7 percent in the past three years.

$$\text{Formula: } \frac{\text{Fund Balance}}{\text{General Fund Expenditure}}$$



	2015	2016	2017	2018	2019
Uncommitted Fund Balance (dollars)	\$ 17,905,924	\$ 20,678,879	\$ 20,461,650	\$ 16,458,166	\$ 17,636,540
Total Expenditure	\$ 34,793,256	\$ 37,068,849	\$ 35,112,766	\$ 41,965,674	\$ 36,892,156
Percentage of Fund Balance	51%	56%	58%	39%	48%

Conclusion—The percent of uncommitted fund balance in the General Fund is favorable. The maintenance of an adequate fund balance suggests that government operations are running smoothly. In addition, city’s ability to accumulate and maintain a fund balance at or above 25 percent is a good indicator of the city’s ability to withstand financial emergencies, such as a natural disaster or pandemic.

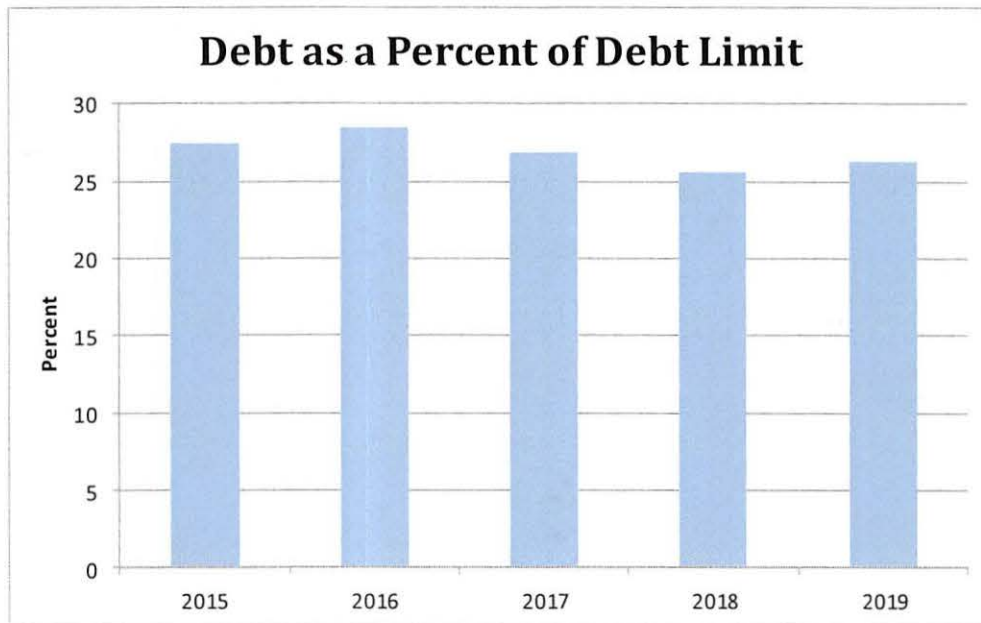
Debt Position

Net Direct Debt to Debt Limit: Favorable

Description—The net direct debt includes all debt backed by the city’s full faith and credit pledge, such as the general obligation bond. In Wisconsin, the debt capacity is limited by Wisconsin State Statutes to five percent of the equalized value. An unfavorable trend would be increasing GO debt as a percent of Wisconsin’s maximum debt capacity.

Analysis—General Obligation (GO) debt has increased by 14 percent from 2015 to 2019. Due to a similar (18 percent) increase in equalized valuation, the city’s Net Direct Debt to Equalized Value has remained relatively stable.

$$\text{Formula: } \frac{\text{GO Debt}}{\text{WI Limit of Equalized Value}}$$



	2015	2016	2017	2018	2019
GO Debt	\$33,075,255	\$34,834,561	\$35,174,580	\$36,039,627	\$38,457,359
WI Debt Limit of Equalized Value (5%)	\$120,376,600	\$122,309,695	\$130,980,250	\$140,495,000	\$145,961,965
Percentage of Debt Limit	27%	28%	27%	26%	26%

Conclusion—The Great Recession severely impacted the real estate market and the overall local economy. As evidenced by the increase in equalized property values, 2017 was the first year of property appreciation since 2008. Increases in equalized property valuation positively impact the city’s ability to incur additional debt. With the annual percent increase of equalized valuation exceeding the percent of increased debt, the city’s overall debt as a percentage of debt limit remains stable or slightly lower.

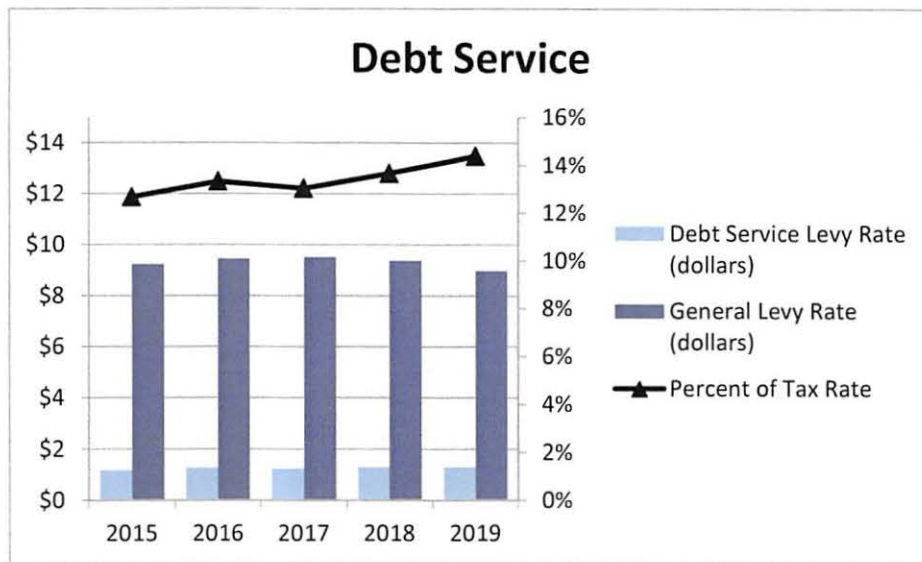
Debt Position

Debt Service as a Percentage of Property Tax Levy

Description—Debt Service as a Percentage of Property Tax Levy is the amount of principal and interest that the city pays each year on long and short-term (non-development and non-utility) debt with property tax levy. As debt service increases, it adds to the city’s obligations and reduces expenditure flexibility. In addition, debt service is a major part of the city’s fixed costs and any increase may indicate excessive debt and fiscal strain. Therefore, an unfavorable trend would be an increase in the debt service levy rate as a percent of the general levy rate.

Analysis—The share of the Property Tax Revenue (equalized tax rate) that is allocated to pay for debt service is stable. Although the tax rate has increased 12 cents per thousand dollar valuation since 2015, it remains relatively proportional to the overall tax rate between the years 2015 - 2019.

Formula:
$$\frac{\text{Debt Service Levy Rate}}{\text{General Levy Rate}}$$



	2015	2016	2017	2018	2019
Debt Service-related Tax Rate	\$1.17	\$1.26	\$1.24	\$1.28	\$1.29
Equalized Municipal Tax Rate	\$9.24	\$9.46	\$9.52	\$9.37	\$8.97
Percent of Tax Rate	13%	13%	13%	14%	14%

Conclusion—The city’s debt service which is funded by property taxes has been relatively stable as a percent of overall municipal property tax revenue. The percentage from 2015 – 2019 has increased by 1 percent. This resource reflects the traditional revenue source of debt service payments for General Obligation debt.

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 3, 2020.

Your Committee to whom was referred R. O. No. 38-20-21 by Fire Chief,
pursuant to section 50-564 of the Municipal Code, submitting the quarterly
report of Benchmark Measurements for the Fire Department, for the period
commencing April 1, 2020 and ending June 30, 2020; recommends filing the
document.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.4

R. O. No. 38 - 20 - 21. By FIRE CHIEF. July 20, 2020.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2020 and ending June 30, 2020.

Incident Types	2018	2019	2019	2019	2020	2020	2020
	Actual	2nd Quarter	YTD	Actual	2nd Quarter	YTD	Goals
Fires	94	24	48	89	21	40	< 90
Rescue & Emergency Medical Service	4,220	1,053	2,151	4,516	894	1,978	4,300
Non Fires	1,055	314	558	1,130	352	597	1,000
TOTAL	5,369	1,391	2,757	5,735	1,267	2,615	5,300
Station Incident Count Per Station							
Station 1	1,560	371	735	1,556	377	739	1,550
Station 2	1,063	262	537	1,130	230	490	1,100
Station 3	1,417	365	721	1,422	296	652	1,400
Station 4	818	246	488	1,043	230	453	1,000
Station 5	474	140	261	543	120	254	500
Out of City	37	8	16	43	14	27	10
Fire Loss							
Number of Incidents	56	15	27	55	16	31	
Pre Incident Value					\$ 3,565,220	\$6,064,420	
Total Property Loss	\$630,000	\$ 77,100	\$ 170,250	\$373,100	\$ 75,160	\$ 250,160	
Total Content Loss	\$348,985	\$ 34,800	\$ 61,400	\$152,565	\$ 32,425	\$ 94,475	
Total Loss	\$978,985	\$ 111,900	\$ 231,650	\$525,665	\$ 107,585	\$ 344,635	
Average Loss	\$ 17,481	\$ 7,460	\$ 8,579	\$ 9,557	\$ 6,724	\$ 11,117	
Workload							
Inspections	1,926	985	1,005	1,987	752	767	1,926
School Safety Programs/Students	173/3,246	0/0	0/0	149/3,330	0/0	0/0	
Public Events	51	21	27	46	38	47	45
Station Tours	N/A	N/A	N/A	N/A	0	5	25
Non-Compliance/Installed Smoke Alarms	N/A	44/92	44/92	128/161	23/18	45/38	
Fire Training Hours	8,514	1,882	3,492	8,437	1,738	3,268	8,000
EMS Training Hours	1,969	563	1,327	2,314	1,190	1,774	2,100
Investigations/Formal	100	24	47	91	24	44	
Efficiency							
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	89%	95%	90%
Fire Average Response Time (380 Seconds)*	89%	93%	93%	88%	89%	95%	90%
Effectiveness							
Resident Satisfaction Rating	99%	99%	99%	99%	99%	99%	80%
ISO Rating	2	2	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

APS


FIRE CHIEF

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 3, 2020.

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

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
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	Kloppenburger, 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

*Correction to name: Bashudev, Joshi

**Warning to avoid further unlawful activity related to the licensed activity

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.

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
2994	Warne, Cearra R.	1012 Lincoln Avenue

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 3, 2020.

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

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

*Grant contingent upon premises description being corrected

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IV~~

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 3, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 40-20-21
by City Clerk submitting a license application; recommends granting the
license.

_____ 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. 40 - 20 - 21. By CITY CLERK. July 29, 2020.

Submitting license applications for the period ending June 30, 2021.

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3454	Aril LLC (2 Amigos Restaurant)	1119 Michigan Avenue

LHPS

~~VI~~

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 3, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 41-20-21
by Chief of Police, pursuant to section 50-65 of the Municipal Code,
submitting the quarterly report of Benchmark Measurements for the Police
Department, for the period commencing April 1, 2020 and ending June 30, 2020;
recommends filing the document.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 41 - 20 - 21. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
July 29, 2020.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2020 and ending June 30, 2020.

	2018 Actual	Y-T-D 6/30/19	2019 Actual	Y-T-D 6/30/20	2020 Goals
<u>Patrol and Investgations</u>					
Homicide	0	1	1	1	0
Rape	14	16	31	10	20
Robbery	10	3	10	6	15
Aggravated Assault	146	75	114	48	100
Violent Crime Total	170	95	156	65	125
Burglary	90	45	89	44	100
Theft	719	330	678	323	900
Motor Vehicle Theft	25	10	19	17	30
Arson	8	0	3	1	5
Property Crime Total	842	385	789	385	1050
Percent of Offenses Cleared	52%	51%	64%	62%	70%
Value of Property Stolen	\$485,282	\$993,211	\$1,170,450	\$211,862	\$500,000
Value of Property Recovered	\$179,946	\$580,000	\$678,222	\$157,292	\$200,000
Percent of Stolen Recovered	37%	58%	57%	74%	40%
Accident Investigations	1,677	805	1,592	611	1,500
Traffic Stops	5,270	2,582	4,937	1,828	No Goal
Traffic Arrests	4,509	2,008	3,924	1,291	No Goal
Other Arrests	3,406	1,771	3,204	1,462	No Goal
Speed Trailer Deployments	17	6	17	3	20
HVEE Deployments	14	9	31	0	12
Parking Tickets Issued	9,032	5,098	7,840	3,773	10,000
Bicycles Recovered	158	47	168	27	150
Involuntary Commitments	121	60	110	51	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,321	667	1,326	625	2,750
Open Records Requests	4,804	2,911	6,546	3,871	4,000
Nixle Messages Sent	283	124	239	59	250
Press Releases	41	13	28	11	50
Tweets	236	114	224	53	350
Facebook likes	10,042	11,307	12,164	13,810	11,500
Reported Crime Maps	89	41	85	51	104
Crime Comparison Reports	36	14	25	12	26

CHIEF OF POLICE

AHS

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. August 3, 2020.

Your Committee to whom was referred Res. No. 60-20-21 by Alderpersons Sorenson and Dekker authorizing the Director of Public Works to accept a conveyance of certain lands from the Sheboygan Area School District; 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. 60 - 20 - 21. By Alderperson Sorenson and Dekker. July 20, 2020.

A RESOLUTION authorizing the Director of Public Works to accept a conveyance of certain lands from the Sheboygan Area School District.

RESOLVED: That the City of Sheboygan hereby authorizes the Director of Public Works to take any and all actions necessary (including but not limited to receiving deeds and easement documents, recording said documents, and authorizing street opening permits for utility connections at two future high school house construction sites) to accept the conveyance and/or dedication of land for right-of-way purposes and the conveyance of a temporary limited easement related to lands which are described on the attached Exhibit, as approved by the Sheboygan Area School District at their regular Board of Education meeting on June 23, 2020.

AD

Deen 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

EXHIBIT

CLIENT
Mortenson

SITE ADDRESS
2820 Union Ave. City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION

Right of way Conveyance for 2820 Union Avenue

Bearings are referenced to the Sheboygan County Coordinate System, in which the South line of the Southeast 1/4 of Section 28, Town 15 North, Range 23 East, bears N89°34'51"E.

A part of the Southwest 1/4 of the Southeast 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 Southwest corner of said Southeast 1/4 section; thence North 89°34'51" East along the South line of said Quarter Section 337.09 feet to the point of beginning; thence North 01°40'46" East along the East line of Georgia Avenue and its extension 62.44 feet to a point; thence South 34°33'40" East 28.72 feet to a point; thence South 88°19'55" East 154.67 feet to a point; thence South 01°40'46" West 33.02 feet to a point on the South line of said Southeast 1/4 section; thence South 89°34'51" West along said South line 171.76 feet to the point of beginning.

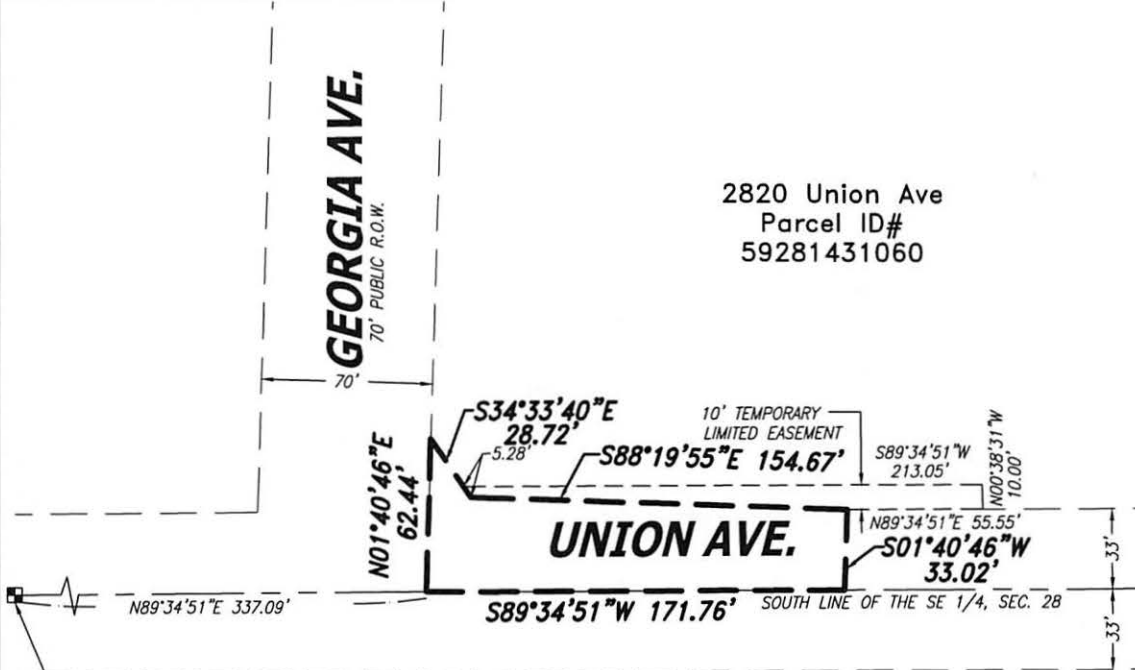
Said land contains 6,401 square feet or 0.1469 acres.

TEMPORARY LIMITED EASEMENT:

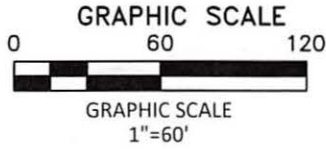
A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Southeast 1/4 section; thence North 89°34'51" East along the South line of said Quarter Section 337.09 feet to the point; thence North 01°40'46" East along the East line of Georgia Avenue and its extension 62.44 feet to a point; thence South 34°33'40" East 28.72 feet to the point of beginning of the lands described hereinafter; thence South 88°19'55" East 154.67 feet to a point on the North line of Union Avenue; thence North 89°34'51" East along said North line 55.55 feet to a point; thence North 00°38'31" West 10.00 feet to a point; thence South 89°34'51" West 213.05 feet to a point; thence South 34°33'40" East 5.28 feet to the point of beginning.

Said land contains 1,672 square feet or 0.0384 acres.



CHISELED CROSSES
ON MANHOLE SW COR.
OF SE 1/4 SEC. 28,
T15N, R23E.



DATE: May 11, 2020

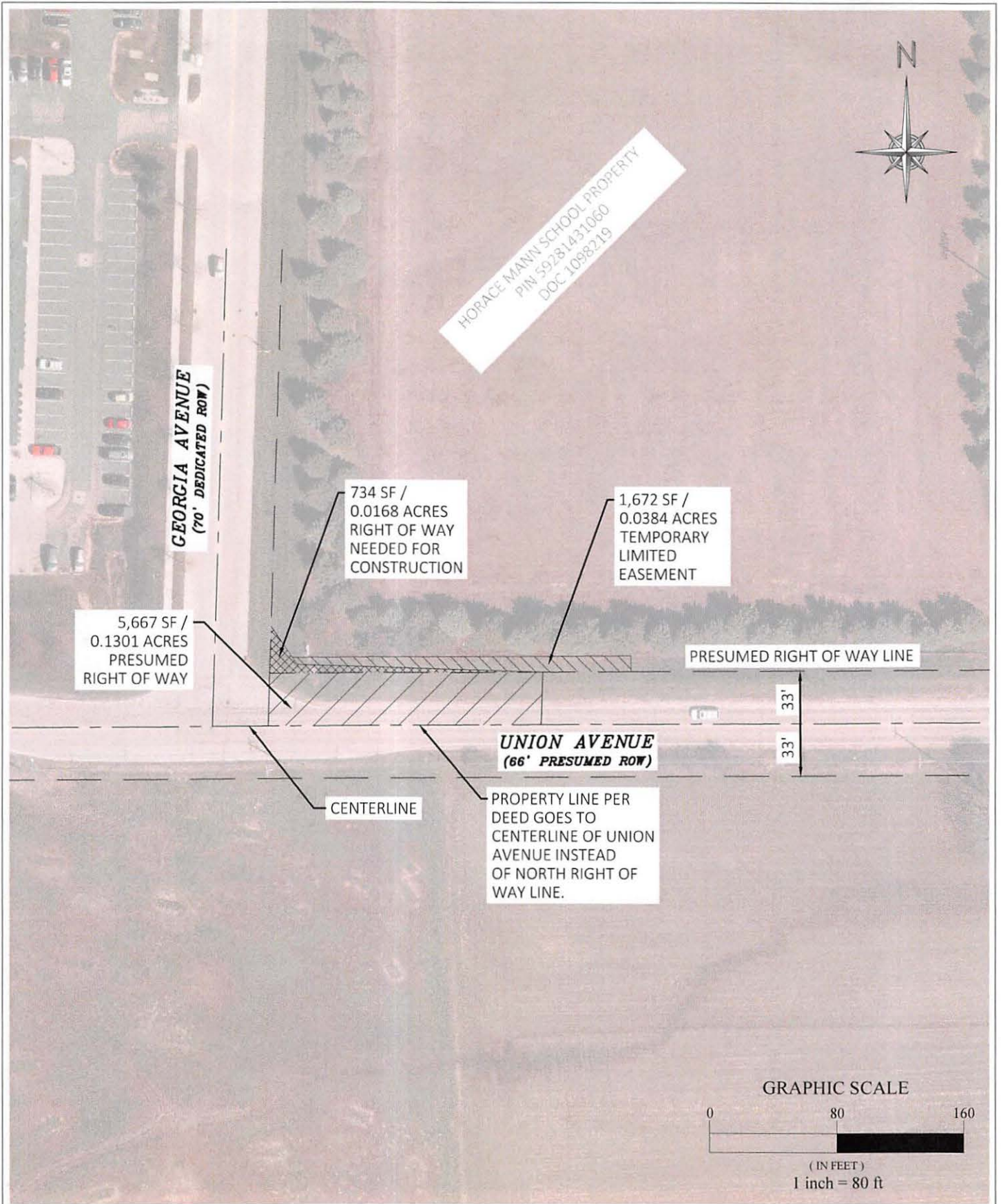
CHAPUT
LAND SURVEYS

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

FILE NAME: P:\ENGINEERING\LAND RECORDS\VACATIONS - DEDICATIONS\ACQUISITION DOCUMENTS\UNION - TAYLOR INTERSECTION 2020\HORACE MANN SCHOOL\HORACE MANN ROW EXHIBIT REVIEW.DWG
 PLOTTED BY: Born, Michael



**CITY OF SHEBOYGAN
 PUBLIC WORKS**
 City of Sheboygan
 Department of Public Works
 Engineering Division
 2026 New Jersey Avenue
 Sheboygan, WI 53081

UNION AVE. & GEORGIA AVE.
 RIGHT OF WAY ACQUISITION AT HORACE MANN SCHOOL

Designed By	MPB
Drawn By	MPB
Checked By	MPB
Plot Date	5/26/2020
Project Date	SUMMER 2020
Sheet No.	1

IX

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 3, 2020.

Your Committee to whom was referred Gen. Ord. No. 13-20-21 by Alderpersons Donohue and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Finance Table of Organization; recommends adopting the Ordinance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

I

61

Gen. Ord. No. 13 - 20 - 21. By Alderpersons Donohue and Bohren.
July 20, 2020.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Finance Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled "List of Classes and Class Specifications" is hereby amended so that Section A.5 of section 82-33 of the supplement to the Code on file in the City Clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
--------------------	--------------------	-------------------------

A. CITY HALL DEPARTMENTS

5. Finance

DELETE:

Accounts Payable/Purchasing Asst.	F	1.0
-----------------------------------	---	-----

ADD:

Accountant III	M	1.0
----------------	---	-----

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 and attached revised job description shall be in effect from and after its passage and publication.

FAP

By Lynne Nowlin

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 20 - 21. By BOARD OF WATER COMMISSIONERS. August 3, 2020.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners requests the withdrawal of preliminary resolutions under Res. No. 157-19-20 adopted February 17, 2020, and Res. No. 178-19-20 adopted March 16, 2020 due to the Wisconsin Public Service Commission's approval of a lead service line replacement program utilizing grant and loans from the Sheboygan Water Utility rather than assessments.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

II

R. O. No. _____ - 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

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

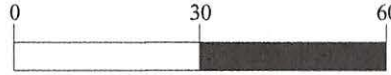
Sheboygan, WI 53081

EXHIBIT A ENCROACHMENT MAP

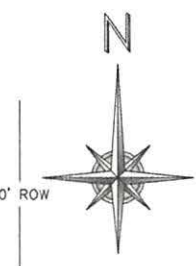
FOR AIR CONDITIONER UNIT AND VENTILATION DUCTING
 PART OF AN UNIMPROVED ALLEY IN BLOCK 1
 OF THE PLAT OF LAWNDALE ADDITION,
 LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 15, T15N - R23E,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

NE CORNER
 SOUTHWEST 1/4
 SECTION 15
 T15N, R23E
 COUNTY ID: 53152020
 PK NAIL FND

GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft



LOT 16 - BLOCK 1
 PLAT OF
 LAWNDALE ADDITION

LOT 17 - BLOCK 1
 PLAT OF
 LAWNDALE ADDITION

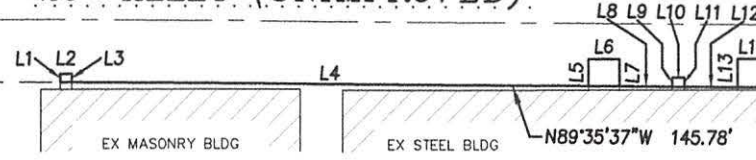
LOT 18 - BLOCK 1
 PLAT OF
 LAWNDALE ADDITION

LOT 19 - BLOCK 1
 PLAT OF
 LAWNDALE ADDITION

BEARINGS ARE REFERENCED TO THE SOUTH LINE
 OF THE SW 1/4 OF SECTION 15-15-23 AS S89°57'24"E
 (SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

FOR THE BENEFIT OF:
 PAINT PARADISE LLC (OWNER)
 SHOWCASE PAINTING AND DRYWALL (BUSINESS)
 1919 NORTH 18TH STREET
 PARCEL ID: 59281621740

20' ALLEY (UNIMPROVED)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°02'33"W	1.31'
L2	N89°57'27"E	1.84'
L3	S00°02'33"E	1.33'
L4	S89°35'37"E	83.36'
L5	N00°01'07"W	4.33'
L6	N89°58'53"E	5.00'
L7	S00°01'07"E	4.37'
L8	S89°35'37"E	8.50'
L9	N00°01'07"W	1.43'
L10	N89°58'53"E	2.00'
L11	S00°01'07"E	1.45'
L12	S89°35'37"E	8.50'
L13	N00°01'07"W	4.51'
L14	N89°58'53"E	5.00'
L15	S00°01'07"E	4.55'
L16	S89°35'37"E	31.57'

**TOTAL AREA
 49.7 SQ FT
 0.00114 ACRES**

SW CORNER
 SOUTHWEST 1/4
 SECTION 15
 T15N, R23E
 COUNTY ID: 53160000
 HEAVY CUT CROSS FND

SE CORNER
 SOUTHWEST 1/4
 SECTION 15
 T15N, R23E
 COUNTY ID: 53150020
 ALUM MON FND

S LINE - SW 1/4 - SEC 15-15-23
 OVERALL S89°57'24"E 2661.64'

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:

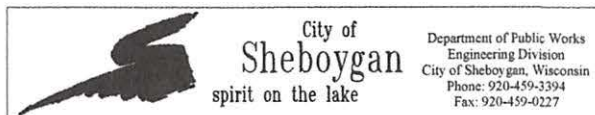
Commencing at the Southeast Corner of the Southwest 1/4 of said Section 15, thence North 00°09'29" East, along the East line of said Southwest 1/4, a distance of 1768.31 feet to the Easterly extensions of both the South line of said alley and the North line of Lot 18 of said Block 1 of the Plat of Lawndale 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

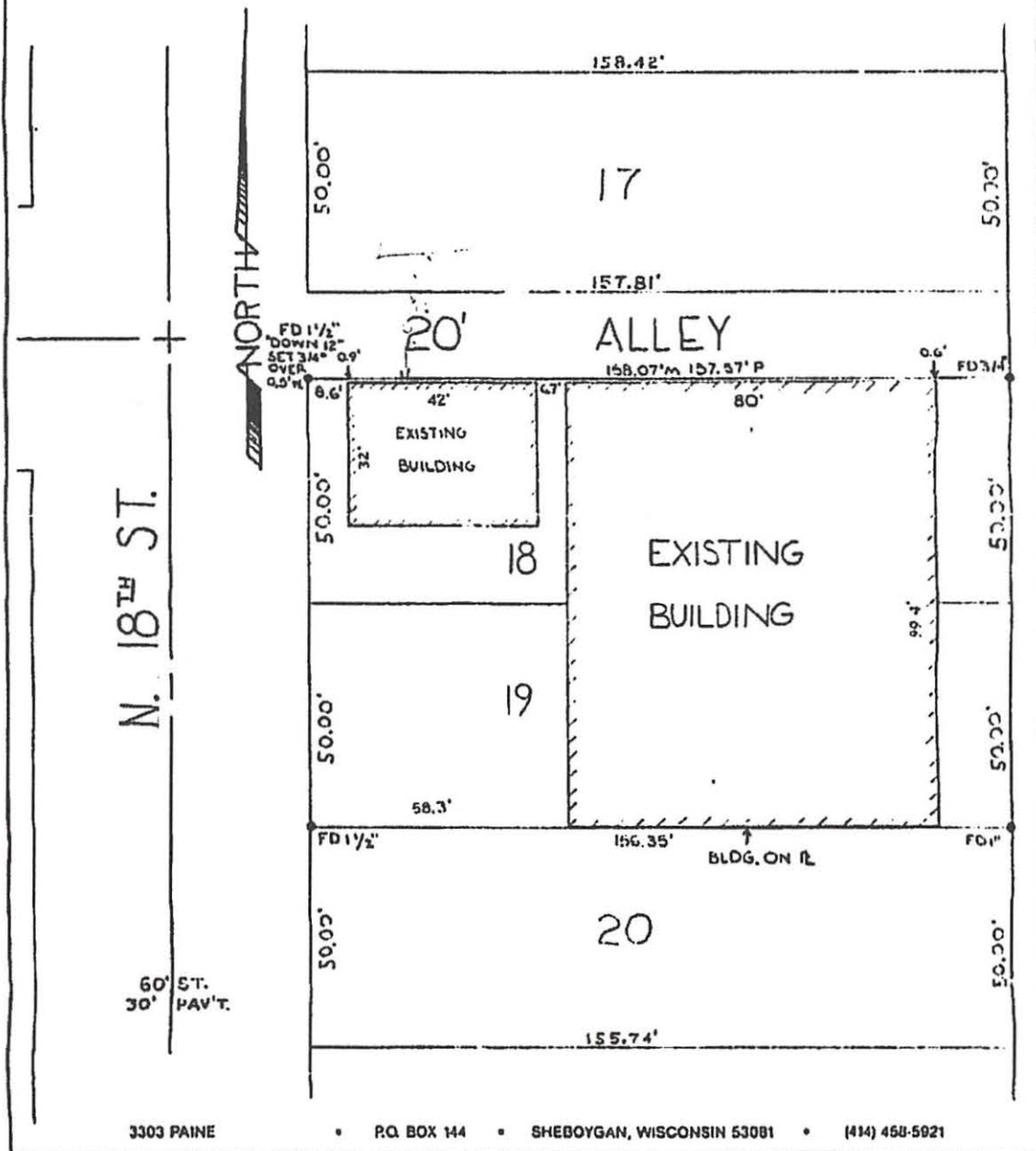


Tax No. 621740

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

SCALE: 1"=30'

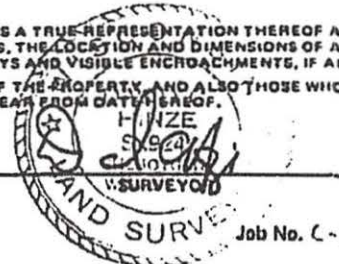
JULY, 1986



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 ENCRoACHMENTS, 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 3, 2020.

Submitting a communication from Sheboygan Christian School filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Wilson (Greenfield Avenue).

CITY CLERK

*City Plan
and
F&P*

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

We, the undersigned, constituting 100% of the owners of the following described territory located in the Town of Wilson, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin.

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 2, T. 14 N.-R. 23 E., Town of Wilson, Sheboygan County, Wisconsin and more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 2; thence South 89°-47'-18" West along the North line of the Northwest 1/4 of said Section 2, 1292.10 feet; thence South 40°-30'-28" East along the Southwesterly right of way line of Greenfield Avenue and its Northwesterly extension, 174.09 feet to the point of beginning; thence North 50°-08'-46" East, 33.00 feet to a point on the centerline of Greenfield Avenue; thence South 40°-30'-28" East along said centerline, 116.04 feet; thence South 49°-11'-23" West, 136.74 feet; thence South 00°-27'-31" East, 103.29 feet; thence South 89°-32'-29" West, 150.46 feet; thence North 01°-27'-33" East, 217.71 feet; thence North 88°-04'-55" East, 99.04 feet; thence North 50°-08'-46" East, 62.38 feet to the point of beginning and containing 0.99 acres (43,178 sq. ft.) of land, more or less.

There are no persons residing in the above described territory.

**Petitioner: Sheboygan Christian School
929 Greenfield Avenue
Sheboygan, WI 53081**


Timothy John Hendrikse
Board Chairperson


Michael Toerpe
Board Secretary

Date: 7-15-20

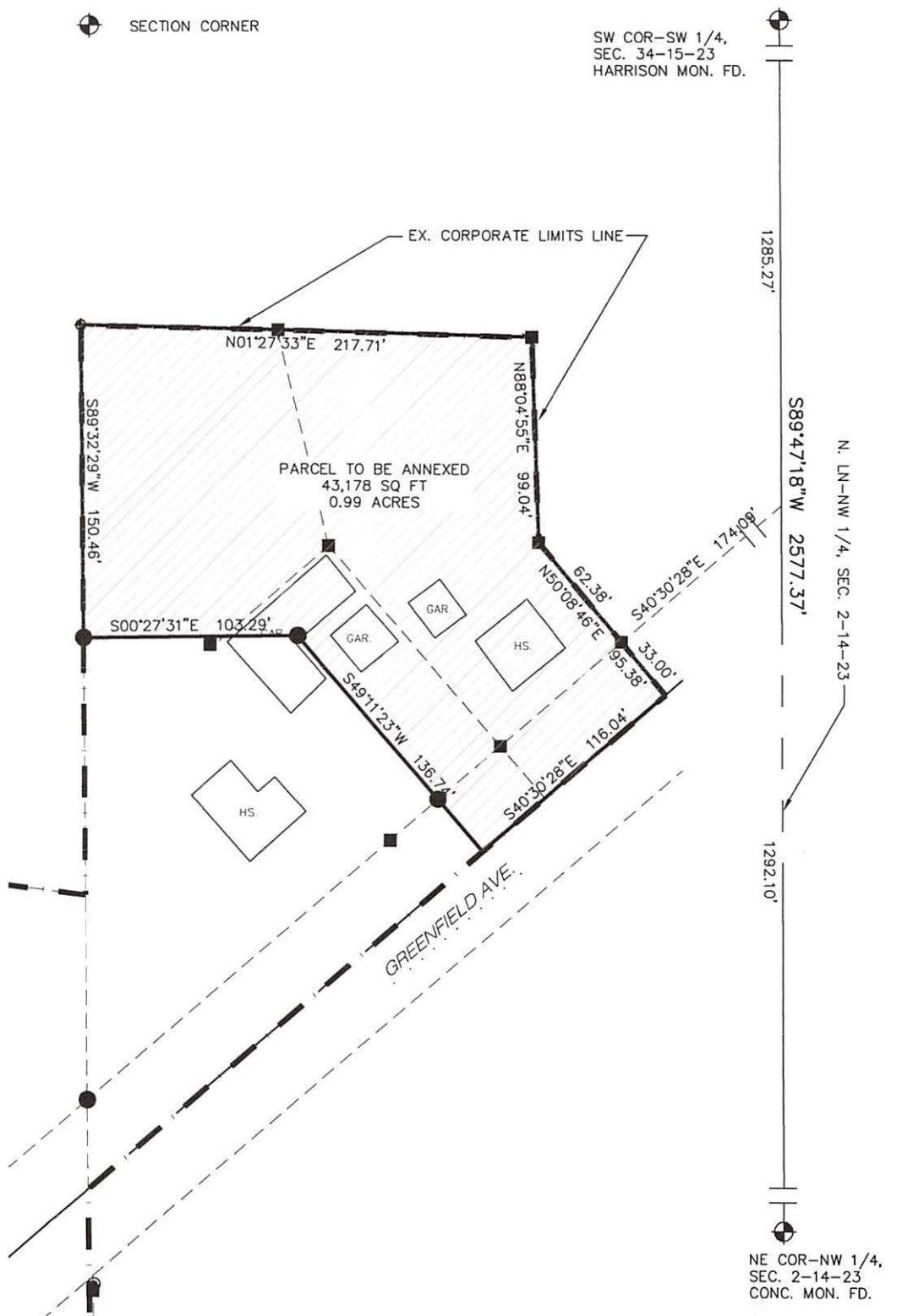
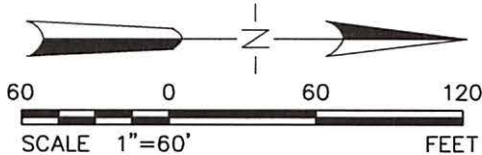
Date: _____

SHEBOYGAN CHRISTIAN SCHOOL

LOCATED IN THE NE 1/4 - NW 1/4,
SECTION 2, T. 14 N.-R. 23 E.,
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

LEGEND

- IRON PIPE FOUND IN PLACE
- 1" X 18" (O.D.) IRON PIPE SET WEIGHING 1.13 LBS. PER LINEAL FOOT
- ⊕ SECTION CORNER



Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner Information

Office use only:

Name: **SHEBOYGAN CHRISTIAN SCHOOL**

Address: **929 GREENFIELD AVENUE**

SHEBOYGAN, WI 53081

Email: **JOHN.WARMUS@SHEBOYGANCHRISTIAN.COM**

1. Town where property is located: **WILSON**

2. Petitioned City or Village: **SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **0.99**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **59030450310,
59030450330, 59030450320**

Petitioners phone:

920-458-9981

Town clerk's phone:

920-208-2390

City/Village clerk's phone:

920-459-3361

Contact Information if different than petitioner:

Representative's Name and Address:

ERIC OTTE

JE ARTHUR AND ASSOCIATES, INC.

548 PRAIRIE ROAD

FOND DU LAC, WI 54935

Phone: **920-922-5703**

E-mail: **ERICOTTE@JEAAA.COM**

Surveyor or Engineering Firm's Name & Address:

ERIC OTTE

JE ARTHUR AND ASSOCIATES, INC.

548 PRAIRIE ROAD

FOND DU LAC, WI 54935

Phone: **920-922-5703**

E-mail: **ERICOTTE@JEAAA.COM**

Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of [s.66.0217 \(1\) \(c\)](#) [see attached annexation guide]
- Map meeting the requirements of [s. 66.0217 \(1\) \(g\)](#) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - Unanimous per [s. 66.0217 \(2\)](#), or,
OR
 - Direct by one-half approval per [s. 66.0217 \(3\)](#)
- Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$200 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$200 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$400 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: _____

Payee: _____ Check Number: _____

Check Date: _____

Amount: _____

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- State the purpose of the petition:
 - Direct annexation by unanimous approval; OR
 - Direct annexation by one-half approval; OR
 - Annexation by referendum.

- Petition must be signed by:
 - All owners and electors, if by unanimous approval.
 - See [66.0217 \(3\) \(a\)](#), if by one-half approval.
 - See [66.0217 \(3\) \(b\)](#), if by referendum.

- State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

- The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

- If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

- The land may NOT be described only by:
 - Aliquot part;
 - Reference to any other document (plat of survey, deed, etc.);
 - Exception or Inclusion;
 - Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

- The map shall be an **accurate reflection** of the legal description of the parcel being annexed. As such, it must show:
 - A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 - Bearings and distances along all parcel boundaries as described.
 - All adjoining as referenced in the description.

- The map must include a **graphic scale**.

- The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

- The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.

- If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by [s. 66.0217 \(4\)](#).

- If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

II

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

Submitting a Summons and Complaint in the matter of Audrey Brubaker and the Estate of Roman Martin v. City of Sheboygan.

FAP

CITY CLERK

FILED
07-17-2020
Sheboygan County
Clerk of Circuit Court
2020CV000253
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

AUDREY BRUBAKER
1603 N. 7th Street
Sheboygan, Wisconsin 53081

ESTATE OF ROMAN MARTIN
By next of kin, Audrey Brubaker
1603 N. 7th Street
Sheboygan, Wisconsin 53081

Plaintiffs,

Case No.: 30105
Case Code: 30101

v.

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendants:

You are hereby notified that the above-named Plaintiff has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Sheboygan County Clerk of Circuit Court, Courthouse - 1st Floor, 615 North 6th Street, Sheboygan, WI 53081, and to Axley Brynelson LLP,

2 East Mifflin Street, Suite 200, Madison, Wisconsin 53703, Plaintiff's attorneys. You may have an attorney help or represent you. If you require the assistance of auxiliary aids or services because of a disability, call 920-459-3068 and ask for the court ADA Coordinator.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON, LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351

J. Michael Riley, State Bar No. 1013649

Attorneys for Plaintiff

2 East Mifflin Street (53703)

Post Office Box 1767

Madison, WI 53701-1767

Phone: (608) 257-5661

Fax: (608) 257-5444

E-mail: hstraka@axley.com;

mriley@axley.com

FILED
07-17-2020
Sheboygan County
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Honorable Kent Hoffmann
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STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, Wisconsin 53081

ABC INSURANCE COMPANY

Defendants.

COMPLAINT

Plaintiff, Audrey Brubaker, by her attorneys, Axley Brynelson, LLP, by Heath P. Straka, state the following as her Complaint against the above Defendants:

1. Plaintiff, Audrey Brubaker, is and was at all relevant times, an adult resident of the State of Wisconsin, who resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081.
2. Plaintiff Estate of Roman Martin, by his next of kin and biological mother, Audrey Brubaker, is a proper party hereto and brings claims for Roman Martin's (deceased) funeral and burial expenses, fear of death and conscious pain and suffering as described herein.
3. Defendant City of Sheboygan is a municipality, governmental subdivision with a principal office address of 828 Center Avenue, Sheboygan, Wisconsin 53081. At all material times, the City of Sheboygan employed Christopher A. Dekker. At all material times, Mr. Dekker

was acting within the scope of his employment with the City of Sheboygan as it relates to the accident which is the subject of this Complaint.

4. ABC Insurance Company is the fictitious name for the insurance company that issued a policy of insurance to the City of Sheboygan; that said policy of insurance provided liability insurance coverage to the City of Sheboygan for the acts and omissions of its employees when acting within the scope of their employment. On information and belief, such policy of insurance was in full force and effect at all times material hereto.

5. Roman Martin was tragically killed when he was run over by a garbage truck on October 9, 2019 in the City of Sheboygan. The incident occurred at the intersection of 14th Street and Center Avenue.

6. On information and belief, at all material times, the garbage truck was owned by the City of Sheboygan and operated by one of its employees, Christopher A. Dekker.

7. On information and belief, the cause of death of Roman Martin was open head trauma and multiple blunt force trauma caused by the crash that is the subject of this Complaint.

8. On information and belief, Roman Martin was traveling northbound on the east sidewalk of 14th Street in the City of Sheboygan, when the City of Sheboygan garbage truck also traveling northbound on 14th Street, turned right on Center Avenue striking Roman Martin while he was operating his bicycle. Roman Martin was struck by the garbage truck while in the east side crosswalk.

9. As a result of the aforesaid incident, Roman Martin suffered the fear of death, conscious pain and suffering and fatal injuries to his head and body.

10. As a result of the aforesaid incident, Claimant, Audrey M. Brubaker, has suffered the loss of society and companionship of her son, Roman Martin.

11. At all material times, on information and belief, Roman Martin was in plain sight and visible to motorists including the driver of the City of Sheboygan garbage truck.

12. Plaintiffs served a Notice of Claim and Claim on the City of Sheboygan pursuant to Ch. 893, Wis. Stats. which claim was denied by Defendant.

CAUSE OF ACTION AGAINST
DEFENDANT CITY OF SHEBOYGAN AND ABC INSURANCE

As and for a cause of action against Defendant City of Sheboygan and ABC Insurance, Plaintiffs re-allege and incorporate by reference herein paragraphs (1-12) inclusive and further state as follows:

13. Defendant City of Sheboygan, by and through the actions and inactions of its employee, Christopher A. Dekker, and pursuant to the doctrine of *respondeat superior*, was negligent by failing to keep a proper lookout and was otherwise negligent in the operation of the garbage truck described herein.

14. As a direct and proximate cause of City of Sheboygan's aforesaid negligence, Plaintiffs suffered the injuries and damages as described above.

15. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, the City of Sheboygan is directly liable to Plaintiffs in an amount to be determined at trial.

16. As a direct and proximate result of the City of Sheboygan's aforesaid negligence and Plaintiffs' damages, ABC Insurance is directly liable to Plaintiffs in an amount to be determined at trial.

WHEREFORE, Plaintiff prays for judgment against the Defendants, in an amount to be determined at trial, together with the costs and disbursements incurred herein; as well as a

declaration of what rights, if any, that the above involuntary plaintiff and subrogated defendant have as relates to their subrogation interest.

PLAINTIFFS HEREBY DEMAND A TRIAL BY A JURY OF SIX PERSONS.

Dated at Madison, Wisconsin this 17th day of July, 2020.

AXLEY BRYNELSON LLP

Electronically signed by Heath P. Straka

Heath P. Straka, State Bar No. 1031351

J. Michael Riley, State Bar No. 1013649

Attorneys for Plaintiff

2 East Mifflin Street (53703)

Post Office Box 1767

Madison, WI 53701-1767

Phone: (608) 257-5661

Fax: (608) 257-5444

E-mail: hstraka@axley.com;

mriley@axley.com

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Donohue. August 3, 2020.

A RESOLUTION authorizing entering into a Consent and Estoppel Certificate on behalf of the City regarding the Oscar Apartments project.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order for the construction loan closing to take place on August 14, 2020.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Consent and Estoppel Certificate, a copy of which is attached hereto and incorporated herein.

*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

CONSENT AND ESTOPPEL CERTIFICATE

THIS CONSENT AND ESTOPPEL CERTIFICATE (this "Estoppel Certificate"), is dated as of August __, 2020, and is from the CITY OF SHEBOYGAN, WISCONSIN, a municipal corporation of the State of Wisconsin (the "City"), to COLLIERS FUNDING LLC, a Delaware limited liability company, together with its successors and/or assigns ("Lender"). The City hereby agrees with the Lender as follows:

1. Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020 (as amended, the "Development Agreement") by and between the City and Oscar Apartments LLC, a Missouri limited liability company (the "Borrower").

2. The City understands that the Lender contemplates making a construction loan available to Borrower in the maximum principal amount of up to \$31,000,000.00 (the "Loan"), pursuant to the terms of that certain Construction and Term Loan Agreement dated of even date herewith by and between Borrower and Lender (the "Construction Loan Agreement"), which Loan is secured by, among other things, a Mortgage, Security Agreement and Fixture Financing Statement dated of even date herewith, executed by Borrower in favor of the Lender, encumbering, *inter alia*, the Project (the "Mortgage"). Pursuant to the Mortgage and pursuant to that certain Collateral Assignment of Development Agreement dated of even date herewith executed by Borrower and Lender (the "Collateral Assignment"), the Borrower has also granted to the Lender a collateral assignment of and a security interest in, all right, title and interest of Borrower in and to the Development Agreement, including, without limitation, the right to receive the Development Incentive Payments payable by the City pursuant to the terms of the Development Agreement.

3. The City understands that the Lender has required this Estoppel Certificate as a condition of making and disbursing the Loan and that the Lender will rely on this Estoppel Certificate in connection therewith.

4. The City covenants, represents, and warrants to and agrees with the Lender as follows:

- a. The execution and delivery of the Development Agreement has been duly authorized by the City and is a legal, valid and binding obligation of the City.
- b. That it has received and approved copies of the Mortgage and the Collateral Assignment and that it hereby consents to the execution and delivery of the Mortgage and the Collateral Assignment, and to the liens, security interests and assignments created therein, as security for the Loan.
- c. That it has received and approved the Plans and Specifications for the Project.
- d. That the Development Incentive Payments to be made by the City to the Borrower under the Development Agreement have been assigned to Lender pursuant to the

Collateral Assignment and that it will deposit all payments due in accordance with the terms of the Development Agreement with Lender at the address set forth in Section 6 below, and upon such deposit the obligations of the City to the Borrower under the Development Agreement with respect to such payment shall be deemed discharged to the extent paid directly to Lender pursuant to the terms of the Collateral Assignment.

5. The Development Agreement has not been amended or modified in any respect and represents the entire agreement of the parties thereto as to all of the subject matters dealt with therein. The Development Agreement is in full force and effect, and the City has given no notice of any default thereunder. To the best of the City's knowledge, the Borrower has performed all of its obligations under the Development Agreement which are required to be performed as of the date hereof. To the best of the City's knowledge, the Borrower is not in default in the performance or observance of any of its covenants or agreements under the Development Agreement or pursuant to any other agreement between the Borrower and the City as of the date hereof.

6. Until the satisfaction or release of the Mortgage and the termination of the Collateral Assignment, the City agrees to give the Lender a copy of each notice or demand given to the Borrower with respect to any breach or default by the Borrower in its obligations under the Development Agreement at the same time such notice, demand or other communication is given to the Borrower under the Development Agreement, addressed to the Lender as follows:

Colliers Funding LLC
90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402
Attention: Loan Servicing Department

7. The City agrees to accept the cure by the Lender of any default by the Borrower under the Development Agreement within sixty (60) days after the later of (i) delivery of notice of such default to the Lender pursuant to Section 6 above and (ii) the expiration of the time provided to Borrower to cure any such default or defaults pursuant to Section 10.1 of the Development Agreement; provided, that, the City acknowledges that the Lender shall be under no obligation to cure any such default. No commencement of any performance by the Lender of any obligation of the Borrower required under the Development Agreement shall obligate the Lender to continue or complete such performance or otherwise perform any of the Borrower's obligations under the Development Agreement.

8. The City acknowledges and agrees that neither the Lender, nor its successors or assigns shall be obligated to construct or complete the Project; provided, that, if the Lender or its successors or assigns acquires the Project by foreclosure or by a conveyance in lieu of foreclosure, the City acknowledges and agrees that, upon substantial completion of the Project in accordance with the Development Agreement, the Lender shall be entitled to seek from the City, and the City shall be obligated to pay to Lender, all Development Incentive Payments, in accordance with the terms set forth in the Development Agreement.

9. The City agrees to provide the Lender with notice of any proposed modifications or amendments to be made to the Development Agreement and the right to consent to such modifications or amendments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned officers of the City have executed this Consent and Estoppel Certificate as of the date and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Michael J. Vandersteen, Mayor

Attest: _____
Meredith DeBruin, City Clerk

MORTGAGE, SECURITY
AGREEMENT AND FIXTURE
FINANCING STATEMENT

Document Number

Document Title

Recording Area

Name and Return Address

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402
Rory O. Duggan, Esq.

See Exhibit A

Parcel Identification Number (PIN) [_____]

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT IS A CONSTRUCTION MORTGAGE AS DESCRIBED IN SECTIONS 409.334, 411.309 AND 706.11(1M) OF THE WISCONSIN STATUTES, AS THE SAME MAY BE RENUMBERED FROM TIME TO TIME.

**MORTGAGE,
SECURITY AGREEMENT
AND
FIXTURE FINANCING STATEMENT**

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (the “Mortgage”), is made and given as of this __ day of August, 2020, by OSCAR APARTMENTS LLC, a Missouri limited liability company (the “Mortgagor”), whose address is % Green Street Development Group, LLC, 8451 Maryland Avenue, Clayton, Missouri 63105 to COLLIERS FUNDING LLC, a Delaware limited liability company (the “Mortgagee”), whose address is 90 South Seventh Street, Suite 4300, Minneapolis, Minnesota 55402.

PRELIMINARY RECITALS

A. Pursuant to a certain Construction and Term Loan Agreement between Mortgagor and Mortgagee dated of even date herewith (with all amendments, modifications and supplements, the “Loan Agreement”), Mortgagee has agreed to make a mortgage loan to Mortgagor in the sum of up to \$31,000,000.00 (the “Loan”) to finance a portion of the costs of acquiring the Real Property described herein and constructing approximately 240 apartments and related amenities and improvements thereon (the “Project”). Unless the context otherwise indicates, all capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

B. The Loan is evidenced by a Promissory Note dated of even date herewith, executed and delivered by Mortgagor payable to the order of Mortgagee in the original principal amount of \$31,000,000.00 (with all amendments, modifications, supplements, replacements and extensions, the “Note”).

C. The Loan bears interest at a fixed rate of interest as more fully set forth in the Note, except that during the period of and continuance of an Event of Default hereunder the Note shall bear interest at a per annum rate of interest of the lesser of (a) nine percent (9%) or (b) the maximum lawful rate of interest permitted to be paid on the Note, whether or not Mortgagee has exercised its option to accelerate the maturity of the Note and declare the entire unpaid Indebtedness Secured Hereby (as defined herein) due and payable as more fully set forth in the Note (the “Default Rate”); such rate as in effect from time to time pursuant to the Note is the “Interest Rate”.

D. As security for the repayment of the Loan as evidenced by the Note, Mortgagor is executing and delivering this Mortgage.

E. The Note is payable in installments with a final installment payment of the principal balance and all accrued and unpaid interest due on August 31, 2024 (the “Maturity Date”).

NOW, THEREFORE, in consideration of the making of the Loan and the sum of One and 00/100 Dollar (\$1.00) to Mortgagor in hand paid, the receipt of which is hereby acknowledged, and for the purposes aforesaid, Mortgagor hereby MORTGAGES, GRANTS, ASSIGNS, REMISES, RELEASES, WARRANTS AND CONVEYS unto Mortgagee, its successors and assigns, forever, AND GRANTS TO MORTGAGEE A SECURITY INTEREST IN all of the following properties hereinafter set forth (all of the following being hereinafter collectively referred to as the "Premises"), all of which are hereby pledged primarily and on a parity basis with the Real Property (as defined below) and not secondarily:

A. REAL PROPERTY

All the tracts or parcels of real property lying and being in the County of Sheboygan, State of Wisconsin, all as more fully described in Exhibit A attached hereto and made a part hereof, together with all the estates and rights in and to the real property and in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the real property; together with all water rights (whether riparian, appropriative or otherwise whether or not appurtenant) now or hereafter relating to or used in connection with the real property, and all shares of stock, if any, evidencing such rights (the "Real Property").

B. BUILDINGS

All buildings and improvements now or hereafter located on the Real Property (the "Buildings").

C. EQUIPMENT, INVENTORY, FIXTURES AND GOODS

All equipment, inventory, fixtures and goods, owned or hereafter acquired by Mortgagor and now or hereafter attached to, located at, or placed in the improvements on the Real Property including, without limitation (i) all machinery, fittings, fixtures, apparatus, appliances, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, (ii) all maintenance supplies and repair equipment, (iii) all draperies, carpeting, floor coverings, screens, storm windows and window coverings, blinds, awnings, shrubbery and plants, (iv) all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use, and (v) all building materials and supplies now or hereafter delivered to the Premises (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Mortgagor in any such items hereafter acquired, as well as Mortgagor's interest in any lease or conditional sales agreement under which the same is acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Premises (the "Equipment"), but excepting therefrom the trade fixtures, inventory, equipment and removable property owned by any tenant.

D. RENTS, LEASES AND PROFITS

All rents, income, contract rights, leases and profits now due or which may hereafter become due under or by virtue of any lease, sublease, license or agreement, whether written or verbal, for the use or occupancy of the Premises or any part thereof, including, without limitation, any subsidy payments received from any source, together with all of Mortgagor's rights to all tenant security deposits with respect to any such leases, licenses and agreements and all interest thereon, whether now owned by Mortgagor or hereafter acquired or arising (the "Rents" and the "Lease" or "Leases," as applicable).

E. INSURANCE PROCEEDS

All awards, payments or proceeds now or hereafter payable under any policy of insurance insuring the Premises including, without limitation, to the proceeds of casualty insurance, title insurance, business interruption/rents insurance or other insurance maintained with respect to the Premises, whether now owned by Mortgagor or hereafter acquired or arising.

F. JUDGMENTS AND AWARDS

All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including, without limitation, any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access, whether now owned by Mortgagor or hereafter acquired or arising.

G. INTANGIBLES

All contracts, licenses, permits, management records, software, files, consents, governmental approvals and intangibles used, useful or required in the ownership, management, operation or development of the Premises, together with all soil reports, building permits, variances, licenses, utility permits and other permits and agreements relating to the construction or equipping of the improvements on the Premises, or the operation or maintenance of the Premises, including, without limitation, all warranties and contract rights, whether now owned by Mortgagor or hereafter acquired or arising.

H. CONSTRUCTION CONTRACTS

Each contract or agreement for the design, construction, furnishing and equipping of the improvements located or to be located on the Premises, together with all right, title and interest of Mortgagor in and to any existing or future changes, extensions, revisions, modifications, guarantees of performance or warranties of any kind thereunder, whether now owned by Mortgagor or hereafter acquired or arising.

I. PLANS AND SPECIFICATIONS

All plans and specifications, all surveys, site plans, soil reports, drawings and papers relating to the Premises and the design, construction, furnishing and equipping of the improvements on the Premises, whether now owned by Mortgagor or hereafter acquired or arising.

J. PERMITS AND LICENSES

All building permits, operating permits, variances, licenses, utility permits and other permits, licenses and agreements relating to the construction, equipping, operation or maintenance of the Premises including, without limitation, all warranties and contract rights, whether now owned by Mortgagor or hereafter acquired or arising.

K. BUILDING SUPPLIES

All building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Premises, whether now owned by Mortgagor or hereafter acquired or arising.

L. SERVICE AGREEMENTS

All rights and interests of Mortgagor in and under any and all service and other agreements relating to the operation, management, maintenance and repair of the Premises or the buildings and improvements thereon, whether now owned by Mortgagor or hereafter acquired or arising, including, without limitation, all right, title and interest of Mortgagor in and to the Property Management Agreement.

M. DEVELOPMENT AGREEMENT

All rights and interests of Mortgagor in and under that certain Development Agreement dated as of January 2, 2020 by and between Mortgagor and the City of Sheboygan, Wisconsin, as amended by that First Amendment to Development Agreement dated as of June 18, 2020, by and between Borrower and the City of Sheboygan, Wisconsin.

N. DEPOSITS AND REVENUES

All rights and interests of Mortgagor, whether now owned or hereafter acquired or arising, in and to any and all deposits and revenues relating to the Premises, including, without limitation, security deposits, replacement revenue escrows, tax and insurance escrows and working capital reserves or escrows.

O. LOAN PROCEEDS

All proceeds and contract rights and payments now or hereafter payable to Mortgagor under any loan commitment for financing of the Premises (“Loan Proceeds”).

P. OTHER PERSONAL PROPERTY

All Accounts, Chattel Paper, Controlled Property, Deposit Accounts, Documents, Goods, General Intangibles, Instruments and Equipment, as such terms are defined in the Wisconsin Uniform Commercial Code in effect from time to time (the “Code”), with respect to the Premises, now owned by Mortgagor or hereafter acquired or arising.

Q. PROCEEDS

All proceeds, products, accessions and supporting obligations thereto.

It is specifically understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned. At the option of Mortgagee, all of the Premises hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood and agreed and declared to be appropriated to the use of the Premises and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto Mortgagee and its successors, substitutes or assigns for the uses and purposes herein set forth, forever, together with all rights, privileges, hereditaments and appurtenances in anywise appertaining or belonging thereto, subject to the Permitted Exceptions, and Mortgagor, for Mortgagor and Mortgagor’s successors, substitutes and assigns, hereby agrees to **WARRANT AND FOREVER DEFEND**, all and singular, the Premises unto Mortgagee, and its successors, substitutes or assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof subject however as aforesaid, all for the purposes of securing the full payment and performance of the following obligations:

- (i) all sums due and owing on the Note or pursuant to the Loan Agreement (the terms and conditions of the Note and the Loan Agreement are incorporated herein by reference and made a part hereof), with interest thereon at the fixed rate set forth therein; the unpaid principal balance pursuant to the Note and all amounts advanced or to be advanced pursuant to the Note, together with interest thereon, payable to Mortgagee pursuant to the Note, if not sooner due, shall be due and payable in any event on the Maturity Date;
- (ii) all other obligations, liabilities, covenants and agreements, now existing or hereafter arising, of Mortgagor to Mortgagee hereunder, under the Note, under the Loan Agreement or under the other instruments which refer to or secure the Note (hereinafter collectively referred to as the “Loan Documents”; and individually referred to as a “Loan Document”); and
- (iii) all sums, with interest thereon at the same rate or rates as specified in the Note and the Loan Agreement, advanced in protecting the lien of this Mortgage or the

Collateral (as defined herein), including taxes, assessments, charges, claims, fines, impositions, insurance premiums, amounts due upon prior or superior mortgages and other prior or superior liens, encumbrances and interests, Mortgagee's fees provided for herein or in the other Loan Documents and legal expenses and attorneys' fees and all sums advanced for any other purpose authorized herein (the Note and all such sums, together with interest thereon, and all such obligations being hereinafter collectively referred to as the "Indebtedness Secured Hereby").

Provided, nevertheless, that these presents are upon the express condition that, if Mortgagor shall pay or cause to be paid in full the Indebtedness Secured Hereby, and if Mortgagor shall strictly observe and perform all of the terms, covenants and conditions herein, in the Loan Agreement and in the other Loan Documents, this Mortgage shall become null and void and of no force and effect and shall be satisfied and released at Mortgagor's expense, otherwise to remain in full force and effect.

AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
GENERAL COVENANTS, AGREEMENTS, WARRANTIES

1.1 Payment of Indebtedness; Observance of Covenants. Mortgagor shall duly and punctually pay each and every installment of principal, interest, and other payments due under the Note and all other Indebtedness Secured Hereby, as and when the same shall become due, and shall duly and punctually perform and observe all of the covenants, agreements and provisions contained herein, in the Note and any other instrument given as security for the payment of the Note.

1.2 Construction; Maintenance; Repairs. Mortgagor shall complete the improvements to be constructed on the Premises pursuant to the Loan Agreement, free and clear of any and all liens. Mortgagor shall not abandon the Premises, shall keep and maintain the Premises in good condition, repair, maintenance and operating condition free from any waste or misuse, and shall promptly repair and restore any buildings, improvements or structures now or hereafter on the Premises which may become damaged or destroyed to their condition prior to any such damage or destruction. Except for the construction to be undertaken pursuant to the Loan Agreement, without the prior consent of Mortgagee, Mortgagor agrees that it will not construct or expand any improvements on the Premises, erect any new improvements nor make any material alterations in any improvements which shall alter the basic structure, decrease the market value or change the existing architectural character of the Premises, nor remove or demolish any improvements and shall complete any buildings now or hereafter in the process of being erected on the Premises as required by the Loan Agreement.

1.3 Compliance with Laws. Mortgagor shall comply with all requirements of law, municipal ordinances, regulations, private restrictions and covenants affecting the Premises and shall not acquiesce in or seek any rezoning classification affecting the Premises.

1.4 Payment of Operating Costs; Prior Mortgages and Liens. Mortgagor shall pay all operating costs and expenses of the Premises (except as provided in Section 1.6) , shall keep the

Premises free from levy, attachment, mechanics', materialmens' and other liens ("Liens") and shall pay when due all indebtedness which may be secured by a mortgage, deed of trust, lien or charge on the Premises.

1.5 Payment of Impositions. Except as provided in Section 1.6, Mortgagor shall pay when due and in any event before any penalty or interest attaches, all taxes, installments of assessments, governmental charges, water charges, sewer charges and other fees, taxes, charges and assessments of every kind and nature whatsoever assessed or charged against or constituting a lien on the Premises or any interest therein or accruing by reason of the operation of the Premises by Mortgagor, including, without limitation, sales, use, employment and other taxes based on such operations ("Impositions") and will on demand furnish Mortgagee proof of the payment of any such Impositions. In the event of a court decree or an enactment after the date hereof by any legislative authority of any law imposing upon a mortgagee the payment of the whole or any part of the Impositions herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or deeds of trust or debts secured by mortgages or deeds of trust or a mortgagee's interest in mortgaged premises, so as to impose such Imposition on Mortgagee or on the interest of Mortgagee in the Premises, then, in any such event, Mortgagor shall bear and pay the full amount of such Impositions; provided, however, that if for any reason payment by Mortgagor of any such Imposition would be unlawful, or if the payment thereof would constitute usury or render the Indebtedness Secured Hereby wholly or partially usurious, Mortgagee, at its option, may declare the whole sum secured by this Mortgage with interest thereon to be immediately due and payable in accordance with the terms of the Note, or Mortgagee may, at its option, pay that amount or portion of such Imposition as renders the Indebtedness Secured Hereby unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said Imposition.

1.6 Contest of Liens and Impositions. Mortgagor shall not be required to pay, discharge or remove any Lien or Imposition so long as Mortgagor shall in good faith contest the same or the validity thereof by appropriate legal proceedings so long as such proceedings operate to prevent the collection or enforcement of the Lien or Imposition so contested and the sale of the Premises, or any part thereof, to satisfy the same; provided, however, Mortgagor shall, as a condition of any such contest, have paid that portion of the Lien or Imposition as may be required by law, and shall, prior to the date such Lien or Imposition is originally due and payable without such contest, have given Mortgagee such reasonable security as may be demanded by Mortgagee to insure such payments plus interest or penalties thereon, and prevent any sale or forfeiture of the Premises by reason of such nonpayment or shall have caused any such Lien or Imposition to be discharged of record by posting a bond as permitted by law. Any such contest shall be prosecuted with due diligence and Mortgagor shall promptly after final determination thereof pay the amount of any such Lien or Imposition so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions, Mortgagor shall (and if Mortgagor shall fail so to do, Mortgagee may but shall not be required to) pay any such Lien or Imposition notwithstanding such contest if in the reasonable opinion of Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed.

1.7 Protection of Security. Mortgagor shall promptly notify Mortgagee of and appear in and defend any suit, action or proceeding that affects Mortgagor or the Premises or the timely

performance of any obligation of Mortgagor hereunder or under the other Loan Documents, or on the rights or interest of Mortgagee hereunder and Mortgagee may elect to appear in or defend any such action or proceeding with counsel selected by Mortgagor and approved by Mortgagee. Mortgagor agrees to indemnify and reimburse Mortgagee from any and all loss, damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including, without limitation, costs of evidence of title and attorneys' fees incurred by Mortgagee and such amounts together with interest thereon at the Interest Rate in effect from time to time shall become additional "Indebtedness Secured Hereby" and shall become immediately due and payable.

1.8 Financial Statements. Mortgagor shall furnish to Mortgagee the Required Financial Reports of Mortgagor, Guarantors and the Premises as and when required by the Loan Agreement. In the event Mortgagor or any Guarantor fails to furnish any such statements when required by the Loan Agreement, and Mortgagor fails to cure such failure within fifteen (15) days after written notice to Mortgagor, the same shall be an Event of Default hereunder and in addition to any other remedies available to Mortgagee, Mortgagee may cause an audit to be made of the books and records of Mortgagor pursuant to the terms of the Loan Agreement.

1.9 Additional Assurances. Mortgagor agrees upon the request by Mortgagee to execute and deliver such further instruments, deeds and assurances including, without limitation, financing statements under the Code and will do such further acts as may be necessary or proper to carry out more effectively the purposes of this Mortgage and without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the granting clause hereof, or intended by the parties so to be. Mortgagor agrees to pay any recording fees, filing fees, note taxes, mortgage registry taxes, documentary stamp taxes, intangible taxes, or other charges arising out of or incident to the filing or recording of this Mortgage, such further assurances and instruments and the issuance and delivery of the Note.

1.10 Current Compliance with Laws. The Premises as improved on the date hereof complies with all material requirements of laws, including, without limitation, requirements of any Federal, State, County, City or other governmental authority having jurisdiction over Mortgagor or the Premises and including, without limitation, any applicable zoning, occupational safety and health, energy and environmental laws, ordinances and regulations; and Mortgagor has obtained, or will obtain in the ordinary course of business, and will maintain all necessary consents, permits and licenses to construct, occupy and operate the Premises for its intended purposes as a multifamily apartment complex.

1.11 Title. Mortgagor is the lawful owner of and has good and marketable fee simple absolute title to the Premises. Mortgagor will warrant and defend title to the same free of all liens and encumbrances, other than Permitted Exceptions. Mortgagor has good right and lawful authority to grant, bargain, sell, convey, mortgage and grant a security interest in the Premises as provided herein.

1.12 Loan Agreement. This Mortgage secures an obligation incurred for the construction of an improvement on land and is a "Construction Mortgage" as that term is defined in the Code and in Section 706.11(1m) of the Wisconsin Statutes. This Mortgage is the Mortgage referred to in, and is given as security for the due and punctual performance,

observance and payment by Mortgagor of the terms and conditions set forth in, the Loan Agreement, the terms and conditions of which are incorporated herein by reference. In addition to its remedies hereunder during the continuance of an Event of Default, Mortgagee may, but shall not be required to, avail itself of any or all of the rights and remedies available to it under the Loan Agreement, and any sums expended by Mortgagee in availing itself of such rights and remedies shall bear interest thereon at the Interest Rate and shall be so much additional Indebtedness Secured Hereby, and shall be payable to Mortgagee immediately upon demand; provided, however, no such payment by Mortgagee shall be considered as waiving any such Event of Default.

1.13 Compliance with Americans with Disabilities Act and Fair Housing Act. Mortgagor covenants and agrees that it will construct the Project such that, upon Completion, the Premises will comply with the requirements of the Americans with Disabilities Act and the Fair Housing Act, as the same may be amended from time to time, during the entire term of this Mortgage and that it will comply with any requirements applicable to the Premises established by any federal, state or local governmental authorities having jurisdiction over such matters. All future maintenance, renovation, repair and construction conducted on the Premises shall be completed in accordance with the Americans with Disabilities Act and the Fair Housing Act, as applicable. Failure to comply with the provisions of the Americans with Disabilities Act or the Fair Housing Act shall constitute an Event of Default under the terms of this Mortgage and shall entitle Mortgagee to exercise all remedies available to it hereunder and under the other Loan Documents.

ARTICLE 2 INSURANCE AND ESCROWS

2.1 Insurance. Mortgagor shall obtain, pay for and keep in full force and effect during the term of this Mortgage at its sole cost and expense the policies of insurance required by the Loan Agreement.

In the event of a foreclosure of this Mortgage or any acquisition of the Premises by Mortgagee, all such policies and all proceeds payable therefrom, whether payable before or after a foreclosure sale, or during the period of redemption, if any, shall become the absolute property of Mortgagee to be utilized at its discretion. In the event of foreclosure or the failure to obtain and keep any required insurance Mortgagor empowers Mortgagee to effect insurance upon the Premises at Mortgagor's expense and for the benefit of Mortgagee in the amounts and types provided in the Loan Agreement for a period of time covering the time of redemption from foreclosure sale and, if necessary therefor, to cancel any or all existing insurance policies. Mortgagor agrees to pay Mortgagee the costs incurred by Mortgagee in determining, from time to time, whether the Premises are located within an area having special flood hazards. Such fees shall include the fees charged by any organization providing such services.

2.2 Escrows. Subject to the terms of the Escrow Waiver Letter, Mortgagor shall deposit with Mortgagee, or at Mortgagee's request, with its servicing agent or a bank designated by Mortgagee, on the first (1st) day of each and every calendar month hereafter as a deposit to

pay the costs of taxes, assessments and insurance premiums next due as to the Premises (the "Charges"):

- (a) Initially a sum such that the amounts to be deposited pursuant to Section 2.2 (b) and such initial sum shall be equal to the estimated Charges for the next due payment thereon; and
- (b) Thereafter an amount equal to one-twelfth (1/12th) of the estimated annual Charges due on the Premises.

Mortgagee will, upon the presentation to Mortgagee by Mortgagor of the bills therefor, pay the Charges from such deposits or will, upon presentation of receipted bills therefor, reimburse Mortgagor from such deposits and payments made by Mortgagor. No amount so paid to Mortgagee shall be deemed to be trust funds. In the event the deposits on hand shall not be sufficient to pay all of the estimated Charges when the same shall become due from time to time, or the prior deposits shall be less than the currently estimated monthly amounts, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. The excess of any such deposits shall be credited to subsequent payments to be made for such items. If an Event of Default shall occur under the terms of this Mortgage, Mortgagee may, at its option, without being required so to do, apply any deposits on hand to the Indebtedness Secured Hereby, in such order and manner as Mortgagee may elect. When the Indebtedness Secured Hereby has been fully paid, any remaining deposits shall be returned to Mortgagor as its interest may appear. All deposits are hereby pledged as additional security for the Indebtedness Secured Hereby, shall be held for the purposes for which made as herein provided, may be held by Mortgagee or its servicing agent or such designated bank and may be commingled with other funds of Mortgagee or its servicing agent or such designated bank, shall be held without any allowance of interest thereon and shall not be subject to the decision or control of Mortgagor. Any such agent or designated bank shall execute a control agreement to perfect the security interest of Mortgagee in such account, in form and substance satisfactory to Mortgagee. Neither Mortgagee nor its servicing agent or such designated bank shall be liable for any act or omission made or taken in good faith. In making any payments, Mortgagee or its servicing agent or such designated bank may rely on any statement, bill or estimate procured from or issued by the payee without inquiry into the validity or accuracy of the same. If the taxes shown in the tax statement shall be levied on property more extensive than the Premises, then the amounts escrowed shall be based on the entire tax bill and Mortgagor shall have no right to require an apportionment and Mortgagee or its servicing agent may pay the entire tax bill notwithstanding that such taxes pertain in part to other property and Mortgagee shall be under no duty to seek a tax division or apportionment of the tax bill.

ARTICLE 3
UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

3.1 Security Agreement. This Mortgage shall constitute a security agreement as defined in the Code, with Mortgagor, as debtor, and Mortgagee as secured party, in any of the Premises that is determined to be personal property pursuant to the Code in which Mortgagor has an interest (the "Collateral"). Mortgagor hereby assigns to Mortgagee, and grants to Mortgagee

a security interest in, all of the Collateral to secure payment and performance of the Indebtedness Secured Hereby. Any Collateral installed in or used in the Premises is to be used by Mortgagor solely for Mortgagor's business purposes or as the equipment and fixtures leased or furnished by Mortgagor, as landlord, to tenants of the Premises and such Collateral will be kept at the Buildings and will not be removed therefrom without the consent of Mortgagee and may be affixed to such Buildings but will not be affixed to any other real estate. The remedies of Mortgagee hereunder are cumulative and separate, and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other rights of Mortgagee, including, without limitation, having any Collateral deemed part of the realty upon any foreclosure thereof. If notice to any party of the intended disposition of the Collateral is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to such intended disposition and may be given by advertisement in a newspaper accepted for legal publications either separately or as part of a notice given to foreclose the real property or may be given by private notice if such parties are known to Mortgagee. Neither the grant of a security interest pursuant to this Mortgage nor the filing of a financing statement pursuant to the Code shall ever impair the stated intention of this Mortgage that all Collateral comprising the Premises and at all times and for all purposes in all proceedings both legal or equitable shall be regarded as part of the real property mortgaged hereunder irrespective of whether such item is physically attached to the real property or any such item is referred to or reflected in a financing statement.

3.2 Authorization to File. Mortgagor expressly authorizes Mortgagee to file any and all financing statements required to perfect and continue the perfection of, any security interests hereunder without the debtor's signature. Mortgagor agrees to provide Mortgagee advance written notice of (i) any change of Mortgagor's name, and (ii) any change of Mortgagor's jurisdiction of its organization. Mortgagor shall pay all expenses incurred by Mortgagee in connection with the renewal, extensions or amendment of any financing statements with regard to Mortgagee's security interest in the Premises. Mortgagor shall not, without the prior written approval of Mortgagee, file any amendment or termination of any financing statement with regard to Mortgagee's security interest in the Premises.

3.3 Maintenance of Property. Subject to the provisions of this Section, provided no Event of Default has occurred and is continuing, in any instance where Mortgagor in its sound discretion determines that any item subject to a security interest under this Mortgage has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Premises, Mortgagor may, at its expense, remove and dispose of it and substitute and install other items not necessarily having the same function; provided, however, that such removal and substitution shall not impair the operating utility and unity of the Premises. All substituted items shall become a part of the Premises and subject to the lien of this Mortgage. Any amounts received or allowed Mortgagor upon the sale or other disposition of the removed items of property shall be applied first against the cost of acquisition and installation of the substituted items.

3.4 Fixture Filing. THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS CONSTITUTING A PART OF THE COLLATERAL WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE PREMISES.

3.5 Required Information. FOR PURPOSES OF THE CODE, THE FOLLOWING INFORMATION IS FURNISHED:

- (a) The name and address of the Mortgagor (as “Debtor”) is:

Oscar Apartments LLC
c/o Green Street Development Group, LLC
8451 Maryland Avenue
Clayton, MO 63105
Attention: Joel Oliver

- (b) The name and address of the record owner of the Real Estate are:

Oscar Apartments LLC
c/o Green Street Development Group, LLC
8451 Maryland Avenue
Clayton, MO 63105
Attention: Joel Oliver

- (c) Debtor is a limited liability company organized under the laws of the State of Missouri.

- (d) The name and address of the Mortgagee (as “Secured Party”) is:

Colliers Funding LLC
Suite 4300
90 South Seventh Street
Minneapolis, MN 55402-4110
Attention: Loan Servicing Department

- (e) Information concerning the security interest evidenced by this instrument may be obtained from the Secured Party at its above address.

- (f) This document covers goods which are or are to become fixtures.

ARTICLE 4 APPLICATION OF INSURANCE AND AWARDS

4.1 Damage or Destruction of the Premises. Mortgagor shall give Mortgagee prompt notice of any damage to or destruction of the Premises. In case of a loss covered by policies of insurance, Mortgagee (whether before or after foreclosure sale) is hereby authorized at its option to settle and adjust any claim arising out of such policies and collect and receipt for the proceeds payable therefrom. Except as provided in the preceding sentence, Mortgagor may itself adjust and collect for any losses arising out of any such damage or destruction; provided, however, if any losses arising out of a single occurrence aggregate more than Fifty Thousand and No/100ths Dollars (\$50,000.00), Mortgagor shall obtain Mortgagee’s prior written consent to any settlement. Any expense incurred by Mortgagee in the adjustment and collection of insurance proceeds (including, without limitation, the cost of any independent appraisal of the loss or

damage on behalf of Mortgagee) shall be reimbursed to Mortgagee first out of any proceeds. Except as provided in Section 4.4, the proceeds or any part thereof from any damage or destruction shall be applied to reduction of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of Mortgagee.

4.2 Condemnation. Mortgagor shall give Mortgagee prompt notice of any actual or threatened condemnation or eminent domain proceedings affecting the Premises and hereby assigns, transfers and sets over to Mortgagee the entire proceeds of any award or claim for damages or settlement in lieu thereof for all or any part of the Premises taken or damaged under such eminent domain or condemnation proceedings, Mortgagee being hereby authorized to intervene in any such action and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Mortgagor will not enter into any agreements with the condemning authority permitting or consenting to the taking of the Premises or agreeing to a settlement unless prior written consent of Mortgagee is obtained. Any expenses incurred by Mortgagee in intervening in such action or collecting such proceeds, including, without limitation, attorneys' fees incurred by Mortgagee, shall be reimbursed to Mortgagee first out of the proceeds. The proceeds or any part thereof shall be applied upon or in reduction of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, without the application of any prepayment premium, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of Mortgagee.

4.3 Disbursement of Insurance and Condemnation Proceeds. Any restoration or repair shall be done under the supervision of an architect acceptable to Mortgagee and pursuant to plans and specifications approved by Mortgagee. In any case where Mortgagee may elect to apply the proceeds to repair or restoration or permit Mortgagor to so apply the proceeds they shall be held by Mortgagee for such purposes and will from time to time be disbursed by Mortgagee to defray the costs of such restoration or repair under such safeguards and controls as Mortgagee may establish to assure completion in accordance with the approved plans and specifications and free of liens or claims. Mortgagor shall on demand deposit with Mortgagee any sums necessary to make up any deficits between the actual cost of the work and the proceeds and provide such lien waivers and completion bonds as Mortgagee may reasonably require. Any surplus which may remain after payment of all costs of restoration or repair may at the option of Mortgagee be applied on account of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, without application of any prepayment premium, or to the cost of any ongoing construction on the Premises or shall be returned to Mortgagor, the choice of application to be solely at the discretion of Mortgagee.

4.4 Mortgagee to Make Proceeds Available. Notwithstanding the foregoing, in the event of an insured casualty to the Premises ("Casualty") such that the Improvements then located thereon or contemplated by the Loan Agreement have not been totally destroyed and may be repaired to their prior condition prior to the Completion Date, or with respect to a Casualty, occurring after the Completion Date, within six (6) months from the date of the Casualty, but not later than the Maturity Date, Mortgagee agrees, unless an Event of Default has occurred and is continuing, to make the proceeds payable from such event ("Insurance Proceeds") available to the restoration or repair of such Improvements under the following conditions:

- (a) The Improvements to be constructed on the Premises in accordance with the Loan Agreement can be restored to a complete architectural unit pursuant to the Approved Plans or other plans and specifications acceptable to Mortgagee so that such Improvements have the same use and, in the case of Casualty, substantially the same value after restoration as that prior to the Casualty;
- (b) Mortgagor shall provide a sworn construction cost statement to Mortgagee itemizing the full cost of restoration and completion of the Improvements contemplated by the Loan Agreement;
- (c) The Insurance Proceeds are sufficient to complete such repair or restoration or Mortgagor shall deposit with Mortgagee prior to commencing repair or restoration such amount as is necessary to assure completion;
- (d) Disbursement of Insurance Proceeds shall be made not more frequently than once a month for restoration work completed and in place pursuant to the terms of the Disbursing Agreement;
- (e) The Insurance Proceeds shall be held by Mortgagee or a bank designated by Mortgagee without interest;
- (f) Mortgagor shall provide to Mortgagee adequate evidence at the time of each disbursement that the cost of restoration has been paid or will be paid from such disbursement and Mortgagee shall be given such lien protection as Mortgagee shall require, including, without limitation, lien waivers and an endorsement to Mortgagee's title policy as provided in the Disbursing Agreement;
- (g) No Event of Default shall exist at the time of each disbursement of the Insurance Proceeds;
- (h) Mortgagor shall pay any actual expense Mortgagee incurs, including, without limitation, any escrow expenses and any costs and expenses for title insurance; and
- (i) Mortgagor and the City shall each certify to Mortgagee that the Development Agreement remains in full force and effect and will continue to remain in full force and effect following completion of the repair and restoration of the Improvements.

ARTICLE 5
LEASES AND RENTS

5.1 Assignment of Leases and Rents. To further secure the Indebtedness Secured Hereby, Mortgagor does hereby sell, assign and transfer unto Mortgagee all of the Leases, and all of the Rents, now due and which may hereafter become due under or by virtue of any Lease, whether written or verbal, or any agreement for the use or occupancy of the Premises, it being the intention of this Mortgage to establish an absolute present transfer and assignment of all such Leases and agreements and all of the Rents from the Premises unto Mortgagee and Mortgagor does hereby appoint irrevocably Mortgagee its true and lawful attorney in its name and stead, which appointment is coupled with an interest, to collect all of the Rents and apply the Rents from the Premises to the costs and expenses of operation, management and collection, including, without limitation, attorneys' fees, to the payment of the fees and expenses of any agent or receiver so acting, to the payment of taxes, assessments, insurance premiums and expenditures for the management and upkeep of the Premises, to the performance of the landlord's obligation under the Leases and to any Indebtedness Secured Hereby all in such order as Mortgagee may determine.

Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at its option, without notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, subject to and in accordance with applicable law and regulation, collect all of the rents and enforce the payment thereof, and all of the rights of Mortgagor under the Leases and all of the rights of Mortgagee hereunder, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify rents, and do any acts which Mortgagee deems proper to protect the security hereof with or without taking possession of the Premises, and may apply the same to the costs and expense of operation, management and collection, including, without limitation, attorneys' fees, to the payment of the fees and expenses of any agent or receiver so acting, to the payment of taxes, assessments, insurance premiums and expenditures for the management and upkeep of the Premises, to the performance of the landlord's obligation under the Leases and to any Indebtedness Secured Hereby all in such order as Mortgagee may determine. The entering upon and taking possession of the Premises, the collection of such rents, and the application thereof as aforesaid, shall not cure or waive any Default or Event of Default or waive, modify or affect notice of default under the Loan Agreement, the Note, this Mortgage or any other Loan Document or invalidate any act done pursuant to such notice nor in any way operate to prevent Mortgagee from pursuing any remedy which it now or hereafter may have under the terms or conditions of this Mortgage or the Note or any other instrument securing the same.

It is the intention of the parties that this Article 5 shall confer upon Mortgagee the fullest rights, remedies and benefits available under the laws of the State of Wisconsin for the appointment of a receiver, the assignment of Rents and Leases as security for the Loan and the collection and application of Rents from the Premises.

5.2 Mortgagor to Comply with Leases. Mortgagor will, at its own cost and expense:

- (a) Upon Mortgagee's request, provide Mortgagee with a copy of all Leases of the Premises.

- (b) Use commercially reasonable efforts and its best business judgment to faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Lease of the Premises to be performed by the landlord thereunder;
- (c) Use commercially reasonable efforts and its best business judgment to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases by the tenants thereunder to be performed;
- (d) Not borrow against, pledge or further assign any Rents due under the Leases;
- (e) Not permit the prepayment of any Rents due under any Lease for more than one (1) month in advance nor for more than the next accruing installment of Rents, nor anticipate, discount, compromise, forgive or waive any such Rents;
- (f) Not waive, excuse, condone or in any manner release or discharge any tenants of or from the obligations, covenants, conditions and agreements by said tenants to be performed under the Leases; and
- (g) Not consent to a subordination of the interest of any tenant to any party other than Mortgagee and then only if specifically consented to by Mortgagee.

5.3 Mortgagee's Right To Perform under Leases. Should Mortgagor fail to perform, comply with or discharge any obligations of Mortgagor under any Lease or should Mortgagee become aware of or be notified by any tenant under any Lease of a failure on the part of Mortgagor to so perform, comply with or discharge its obligations under said Lease, Mortgagee may, but shall not be obligated to, and without further demand upon Mortgagor, and without waiving or releasing Mortgagor from any obligation in this Mortgage contained, remedy such failure, and Mortgagor agrees to repay upon demand all sums incurred by Mortgagee in remedying any such failure together with interest at the Interest Rate in effect from time to time. All such sums, together with interest as aforesaid shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve Mortgagor from any default hereunder.

5.4 Present Assignment and License. The assignment of the Rents and Leases contained herein is a perfected, absolute and present assignment of the Rents and Leases for security purposes. Mortgagee grants to Mortgagor a revocable license to collect but not prior to accrual, the rents, and to retain, use and enjoy the same, subject to the terms and conditions hereof. Mortgagee at its election may revoke any such license granted to Mortgagor upon the occurrence of an Event of Default.

ARTICLE 6 RIGHTS OF MORTGAGEE

6.1 Right to Cure Default. If Mortgagor shall fail to comply with any of the covenants or obligations of this Mortgage, Mortgagee may, but shall not be obligated to, without

further notice to Mortgagor and without waiving or releasing Mortgagor from any obligation in this Mortgage contained, remedy such failure, and Mortgagor agrees to repay upon demand all sums incurred by Mortgagee in remedying any such failure together with interest at the Interest Rate in effect from time to time. All such sums, together with interest as aforesaid shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve Mortgagor from any failure hereunder.

6.2 No Claim Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving Mortgagor or any other party in interest with Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

6.3 Inspection. Mortgagee or its authorized representatives may enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the same; provided, however, Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation (except for damage to persons or property caused by the gross negligence or willful misconduct of Mortgagee) for making or not making any such inspections.

6.4 Waivers; Releases; Resort to Other Security, Etc. Without affecting the liability of any party liable for payment of any Indebtedness Secured Hereby or performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time, and without notice to or the consent of Mortgagor or any other party in interest with the Premises or the Note:

- (a) release any person liable for payment of all or any part of the Indebtedness Secured Hereby or for performance of any obligation herein;
- (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness Secured Hereby or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
- (c) accept any additional security;
- (d) release or otherwise deal with any of the Premises, whether real or personal property, including, without limitation, making partial releases of the Premises; or
- (e) resort to any security agreements, pledges, contracts of guarantee, assignments of rents and leases or other securities, and exhaust any one or more of said securities and the security hereunder, either concurrently or independently and in such order as it may determine.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default. It shall be an “Event of Default” under this Mortgage upon the happening of any of the following:

- (a) any event designated as an “Event of Default” occurs under the Loan Agreement, the Note or any other Loan Document (other than this Mortgage); or
- (b) an Event of Default occurs pursuant to Sections 1.8, 1.13 or 7.7; or
- (c) Mortgagor fails to comply with or perform any agreement, term, condition or covenant required to be performed or observed by Mortgagor under the terms of this Mortgage, the Loan Agreement or any other Loan Document, other than a default described in Section 7.1(a) or (b) above, and such default continues unremedied for a period of thirty (30) days after notice from Mortgagee to Mortgagor thereof or such longer period of time as may be necessary to remedy the same not to exceed an additional sixty (60) days, provided that Mortgagor promptly commences and diligently pursues such cure until completion.

7.2 Mortgagee’s Remedies upon Default. If an Event of Default shall occur Mortgagee may exercise one or more of the following remedies:

- (a) declare the entire unpaid principal balance of the Note together with all other Indebtedness Secured Hereby to be immediately due and payable and thereupon all such unpaid principal balance of the Note together with all accrued interest thereon at the then applicable Interest Rate and all other Indebtedness Secured Hereby shall be and become immediately due and payable;
- (b) exercise any or all remedies specified herein and/or in the other Loan Documents (including, without limitation, the remedies provided in this Article 7) and any remedies which Mortgagee may have therefor at law, in equity or under statute;
- (c) cure the Event of Default on behalf of Mortgagor, and, in doing so, enter upon the Premises, and expend such sums as it may deem desirable, including, without limitation, attorneys’ fees, all of which shall be deemed to be advances hereunder, even though causing the Loan to exceed the face amount of the Note, shall bear interest at the Default Rate and shall be payable to Mortgagee on demand;
- (d) declare an Event of Default under any agreement to which Mortgagee and Mortgagor are parties, whether or not such agreement concerns the Loan

transaction contemplated by this Mortgage, and may effectuate any remedies provided for in such agreement;

- (e) exercise any or all of the remedies of a secured party under the Code with respect to any portion of the Premises which is personal property; and/or
- (f) set off any sum due to or incurred by Mortgagee against all deposits and credits of Mortgagor with, and any and all claims of Mortgagor against Mortgagee.

7.3 Right to Foreclose; Application of Proceeds of Foreclosure Sale.

(a) If an Event of Default shall occur, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness Secured Hereby or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Wisconsin real estate foreclosure statute (Chapter 846, Wisconsin Statutes) (as may be amended from time to time, the “Act”). In the event of a foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Secured Hereby in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys’ fees, appraisers’ fees, outlays for documentary and expert evidence, stenographers’ charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this section and such other expenses and fees as may be incurred in the enforcement of Mortgagor’s obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

(c) The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

In any such proceeding Mortgagee may apply all or any portion of the Indebtedness Secured Hereby as a credit to the amount of the purchase price.

7.4 Waiver of Appraisal, Homestead, Redemption. Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatever claim or take any advantage of, any stay, exemption or extension law or any so-called "moratorium law" or any homestead law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or pursuant to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the extent permitted by law, Mortgagor hereby specifically waives all rights of redemption from sale pursuant to any order or decree of foreclosure of this Mortgage on its own behalf.

7.5 Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness Secured Hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

7.6 Rights under Uniform Commercial Code. In addition to the rights available to a mortgagee of real property, Mortgagee shall also have all the rights, remedies and recourse available to a secured party under the Code, including, without limitation, the right to proceed under the provisions of the Code governing default as to any property which is subject to the security interest created by this Mortgage or to proceed as to such personal property in accordance with the procedures and remedies available pursuant to a foreclosure of real estate.

7.7 Due on Sale. In the event of a Transfer (other than a Permitted Transfer) without the written consent of Mortgagee being first obtained, whether voluntarily, involuntarily, or by operation of law, then at the sole option of Mortgagee, Mortgagee may declare that an Event of Default has occurred and may declare the entire unpaid principal balance together with accrued interest, due and payable in full and call for payment of the same in full at once. Any such payment shall be subject to the requirements, if any, in the Note providing for the payment of a

prepayment premium in the event of a non-permitted Transfer. A consent by Mortgagee as to any one Transfer shall not be deemed to be a waiver of the right to require consent to a future Transfer. As used herein, the term "Transfer" shall include any sale, grant, pledge, assignment, mortgage, deed of trust, encumbrance, security interest, consensual lien, hypothecation, lease (other than bona fide third party leases for actual occupancy by an unrelated, unaffiliated tenant), transfer or divesture, or otherwise, of or an interest in (i) the Premises or (ii) Mortgagor or (iii) any underlying ownership interest, either directly or indirectly, in Mortgagor or (iv) any entity controlling, managing or in control of Mortgagor. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises or Mortgagor, whether or not of record and whether or not for consideration, shall be deemed a Transfer.

7.8 Rights Cumulative. Each right, power or remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to Mortgagee, at law or in equity, or under any other agreements, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy arising hereunder or arising otherwise shall impair any such right, power or remedy or the right of Mortgagee to resort thereto at a later date or be construed to be a waiver of any Default or Event of Default.

7.9 Right to Discontinue Proceedings. In the event Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under this Mortgage and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right to do so and in such event Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness Secured Hereby. This Mortgage, the Premises and all rights, remedies and recourses of Mortgagee shall continue as if the same had not been invoked.

7.10 Mortgagee's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

- (a) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;
- (b) elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof;

(c) extend or modify any then existing Leases and to enter into new Leases, which extensions, modifications and Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Secured Hereby, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

(e) insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and

(f) receive all of such avails, rents, issues and profits.

7.11 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

(c) to the payment of any of the Indebtedness Secured Hereby, including any deficiency which may result from any foreclosure sale.

7.12 Compliance with Wisconsin Mortgage Foreclosure Law.

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee or a receiver appointed pursuant to the provisions of Section 7.5 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are

more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Sections 7.2(c) or 7.3 of this Mortgage, shall be added to the Indebtedness Secured Hereby and/or by the judgment of foreclosure.

(d) Mortgagor agrees to the provisions of Section 846.103 of the Wisconsin Statutes, or any successor provision, permitting Mortgagee, at its option upon waiving the right to judgment for deficiency, to hold a foreclosure sale of real estate three (3) months after a foreclosure judgment is entered.

7.13 Setoff. In addition to the other remedies set forth herein and in the other Loan Documents, Mortgagor hereby irrevocably authorizes Mortgagee, at any time while an Event of Default continues, to set off any sum due to or incurred by Mortgagee against all deposits and credits of Mortgagor with, and any and all claims of Mortgagor against, Mortgagee. Such right shall exist whether or not Mortgagee shall have made any demand hereunder or under any other Loan Document, whether or not said sums, or any part thereof, or deposits and credits held for the account of Mortgagor is or are matured or unmatured, and regardless of the existence or adequacy of any collateral, guaranty or any other security, right or remedy available to Mortgagee. Mortgagee agrees that, as promptly as is reasonably possible after the exercise of any such setoff right, it shall notify Mortgagor of its exercise of such setoff right; provided, however, that the failure of Mortgagee to provide such notice shall not affect the validity of the exercise of such setoff rights. Nothing herein shall be deemed a waiver or prohibition of or restriction on Mortgagee to all rights of banker's lien, setoff and counterclaim available pursuant to law.

ARTICLE 8 HAZARDOUS SUBSTANCES

8.1 Definitions. As used herein, the following definitions shall apply:

- (a) "Hazardous Substances" shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant which is defined, prohibited, limited or regulated under any statute, law, ordinance, rule or regulation of any local, state, regional or Federal authority having jurisdiction over the property of Mortgagor, or its use, including, without limitation, any material, substance or waste which is (a) defined, listed or otherwise classified as a hazardous substance, hazardous material, hazardous waste or other words of similar meaning under any Environmental Laws; (b) petroleum, petroleum hydrocarbons, and all petroleum products; (c) polychlorinated biphenols; (d) lead and lead based paint; (e) urea formaldehyde; (f) asbestos and asbestos containing materials; (g) flammables and explosives; (h) infectious materials, mold and fungus; (i) atmospheric radon at

levels over 4 picocuries per cubic liter, (j) radioactive materials; or (k) defined, prohibited, limited or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law. "Hazardous Substances" shall not include any of the above customarily and currently used in the construction of the building improvements and building systems or the operation of the Premises as a multifamily residential apartment complex, provided they are used and disposed of in accordance with Environmental Laws and to the extent required under required permits.

- (b) "Environmental Laws" shall mean any international, federal, state or local statute, law, regulation, order, consent, decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention, ordinance or other requirement relating to public health, safety or the environment, including, without limitation, those relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls or asbestos, to the disposal, treatment, storage or management of hazardous or solid waste or Hazardous Substances or crude oil, or any fraction thereof, or to exposure to toxic or hazardous materials, or to the handling, transportation, discharge or release of gaseous or liquid Hazardous Substances and any regulation, order, notice or demand issued pursuant to such law, statute or ordinance in each case applicable to the Premises, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Act, the Hazardous Materials Transportation Act (as amended), the Federal Water Pollution Control Act as amended by the Clean Water Act of 1990, the Safe Drinking Water Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Federal Insecticide, Fungicide and Rodenticide Act, the Rivers and Harbors Appropriation Act, the Endangered Species Act, the National Environmental Policy Act of 1975, the Oil Pollution Act of 1990, and any state or local law, and any state statute or local ordinance implementing the same, and any further amendments thereto and all rules and regulations promulgated thereunder.

8.2 Covenants of Mortgagor. Mortgagor hereby covenants to Mortgagee that Mortgagor shall (i) comply and shall cause all occupants of the Premises to comply with all federal, state and local laws, rules, regulations and orders with respect to the discharge, generation, removal, transportation, storage and handling of Hazardous Substances; (ii) remove or remediate pursuant to Environmental Laws any Hazardous Substances immediately upon discovery of same, in accordance with applicable laws, ordinances and orders of governmental authorities having jurisdiction thereof; (iii) pay or cause to be paid all costs associated with such removal; (iv) prevent the migration of Hazardous Substances from or through the Premises onto or under other properties; (v) keep the Premises free of any lien imposed pursuant to any state or federal law, rule, regulation or order in connection with the existence of Hazardous Substances on the Premises; (vi) not install or permit to be incorporated into any improvements in the

Premises or to exist in or on the Premises any asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance which has been determined to be a hazard to health and environment excepting those customary and incidental to the operation of a multifamily residential apartment complex with its associated amenities and then only if permitted pursuant to Environmental Laws and under all necessary permits and licenses; (vii) not cause or permit to exist, as a result of an intentional or unintentional act or omission on the part of Mortgagor or any occupant of the Premises, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping in any Hazardous Substances onto the Premises or into waters or other lands; and (viii) give all notifications and prepare all reports required by Environmental Laws or any other law with respect to Hazardous Substances existing on, released from or emitted from the Premises.

8.3 Representations of Mortgagor. Mortgagor represents to Mortgagee that prior to the date hereof, and except for immaterial quantities of cleaning or other substances customarily used in the construction, operation or maintenance of similar properties provided they are used and disposed of in accordance with Environmental Laws, (i) the Premises has been and is free from contamination by Hazardous Substances (except for immaterial quantities of substances customarily and prudently used in the construction, operation or maintenance of the Premises, provided they are used and disposed of in accordance with any Environmental Laws and to the extent required under required permits), (ii) no release of any such Hazardous Substance has occurred on or about the Premises, (iii) that the Premises currently complies, and will comply based on its anticipated use, with all current Environmental Laws, (iv) that, in connection with the ownership, operation, and use of the Premises, all necessary notices have been filed and all required permits, licenses and other authorizations have been obtained, including, without limitation, those relating to the generation, treatment, storage, disposal or use of Hazardous Substances, (v) that there is no present or past or threatened investigation, inquiry or proceeding relating to the environmental condition of, or to events on or about, the Premises, (vi) there are not any underground storage tanks containing Hazardous Substances currently existing or to the extent such underground storage tanks are existing they are registered under the required Environmental Laws and have not leaked, (vii) no Hazardous Substances have been or will be deposited, spilled, discharged, placed or disposed of at, on or near the Premises, nor has or will the Premises be used at any time by any person as landfill or a disposal site for Hazardous Substances or for garbage, waste or refuse of any kind, (viii) there are no electrical transformers or other equipment containing dielectric fluid containing polychlorinated biphenyls located in, on or under the Premises, nor is there any asbestos contained in, on or under the Premises, nor will Mortgagor permit the installation of asbestos containing materials in, on or under the Premises, (ix) there are no locations off the Premises where Hazardous Substances generated by or on the Premises have been treated, stored, deposited or disposed of; (x) there is no fact pertaining to the physical condition of either the Premises or the area surrounding the Premises (a) which Mortgagor has not disclosed to Mortgagee in writing prior to the date of this Mortgage, and (b) which materially adversely affects or will materially adversely affect the Premises or the use or enjoyment or the value thereof, or Mortgagor's ability to perform the transactions contemplated by this Mortgage; and (xi) Mortgagor has not received nor does it have any knowledge of any summons, citation, directive, letter or other communication, written or oral, from any local, state or federal governmental agency concerning (a) the existence of Hazardous Substances on the Premises or in the immediate vicinity, (b) the transportation, relating, spilling leaking, pumping,

pouring, emitting, emptying, or dumping of Hazardous Substances onto the Premises or into waters or other lands adjacent to the Premises or (c) violation of Environmental Laws.

8.4 Environmental Indemnification. Mortgagor indemnifies and holds harmless Mortgagee, its officers, directors employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns (“Indemnified Parties”) from and against any and all claims, losses, liabilities (including, without limitation, strict liability), suits, obligations, fines, damages, judgments injuries, administrative orders, consent agreements and orders, penalties, actions, causes of action, charges, costs and expenses, including, without limitation, attorneys’ fees and consultants’ fees (i) arising out of the inclusion in the Premises of Hazardous Substances or the presence on, the release from, the generation, manufacture, refining, treatment, storage, handling or disposal on, in or from the Premises of any Hazardous Substances, or any underground or above ground storage tanks containing Hazardous Substances and the cost of removal and remediation of the foregoing, or (ii) arising out of the transportation, discharge or removal from the Premises of any Hazardous Substances, or (iii) arising out of the inclusion in any product manufactured on the Premises of a Hazardous Substance; or (iv) arising out of the failure to perform the removal or abatement of or to institute a safe, effective and environmentally approved control plan for any Hazardous Substance or the replacement or removal of any soil, water, surface water, or ground water containing Hazardous Substances in accordance with Environmental Laws; or (v) arising out of the existence of any environmental lien against the Premises pursuant to any Environmental Laws; or (vi) arising out of any violation or claim of violation of Environmental Laws with respect to the Premises; or (vii) arising out of any administrative proceedings and negotiations of any description with any and all persons, political subdivisions or governmental agencies in connection with an alleged or actual violation of an Environmental Law or presence of Hazardous Substances on the Premises; or (viii) arising out of any breach of any of the representations and covenants contained herein relating to Hazardous Substances and Environmental Laws (collectively the “Indemnified Loss”). Mortgagor shall bear, pay and discharge such Indemnified Loss as and when the same becomes due and payable. The indemnity in this Section 8.4 is intended to be operable under 42 U.S.C. 9607(e)(1), and any successor section thereof, and shall survive the foreclosure, release or reconveyance of this Mortgage, whether by payment of the Note and other Indebtedness Secured Hereby or any deed-in-lieu of foreclosure of the Premises. Mortgagor hereby waives any restrictions or limitations which such statutes may impose on Mortgagor’s liability or Mortgagee’s rights or remedies under this Section.

8.5 Run with the Land. These covenants, representations, warranties and indemnities shall be deemed continuing covenants, representations, warranties and indemnities running with the land for the benefit of Mortgagee, and any successors and assigns of Mortgagee, including, without limitation, any subsequent holder of this Mortgage, any purchaser at a mortgage foreclosure sale, any transferee of the title of Mortgagee or any subsequent purchaser at a foreclosure sale, and any subsequent owner of the Premises claiming through or under the title of Mortgagee and shall survive any foreclosure of this Mortgage and any acquisition of title of Mortgagee. The amount of all such indemnified loss, damage, expense or cost, shall bear interest thereon at the rate of interest in effect on the Note and shall become so much additional Indebtedness Secured Hereby and shall become immediately due and payable in full on demand of Mortgagee, its successors and assigns. The indemnification contained herein shall be a personal monetary obligation of Mortgagor notwithstanding any provisions of this Mortgage to

the contrary that limit or exculp the personal liability of Mortgagor and/or require Mortgagee to look solely to the security of the Premises.

ARTICLE 9
SPECIAL COVENANTS

9.1 Single Use. The Premises shall be used only for multifamily residential apartment purposes and other uses incidental thereto, and for no other use without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion.

9.2 Single Purpose Entity. Mortgagor covenants and agrees that it has not and shall not:

- (a) engage in any business or activity other than the acquisition, construction, ownership, operation and maintenance of the Premises and activities incidental thereto;
- (b) acquire or own any material asset other than (i) the Premises and (ii) such incidental personal property as may be necessary for the operation of the Premises;
- (c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Mortgagee's consent;
- (d) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Mortgagee, amend, modify, terminate or fail to comply with the provisions of Mortgagor's articles of organization, operating agreement or similar organizational documents, as the case may be, which relate to Mortgagor's status as a single purpose entity;
- (e) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of Mortgagee;
- (f) commingle its assets with the assets of any of its members or affiliates, or of any other person or entity;
- (g) incur any debt, secured or unsecured, direct or contingent (including, without limitation, guaranteeing any obligation), other than the Loan and unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Premises in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt

shall not exceed at any one time one percent (1%) of the principal amount of the Loan;

- (h) fail to pay its debts and liabilities from its own assets;
- (i) fail to maintain its records, books of account and bank accounts separate and apart from those of the members and affiliates of Mortgagor, the affiliates of a member of Mortgagor and any other person or entity;
- (j) enter into any contract or agreement with any member or affiliate of Mortgagor, any Guarantor, or any member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and similar to those that would be available on an arms-length basis with third parties other than any member or affiliate of Mortgagor or any Guarantor, or any member, principal or affiliate thereof;
- (k) seek dissolution or winding up, in whole or in part;
- (l) fail to correct any known misunderstandings regarding the separate identity of Mortgagor;
- (m) hold itself out to be responsible (or pledge its assets as security) for the debts of another person;
- (n) make any loans or advances to any third party, including, without limitation, loans or advances to any member or affiliate of Mortgagor, or any member, principal or affiliate thereof;
- (o) fail to file its own tax returns or to use separate stationary, invoices and checks;
- (p) agree to, enter into or consummate any transaction which would render Mortgagor unable to furnish a certification or other evidence of compliance with the covenants referred to in Section 9.2(b);
- (q) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the entity with which such other party is transacting business, or (ii) to suggest that Mortgagor is responsible for the debts of any third party (including, without limitation, any member, shareholders or affiliate of Mortgagor, or any shareholders, principal or affiliate thereof);
- (r) fail to allocate fairly and reasonably among Mortgagor and any third party (including, without limitation, any Guarantor) any overhead for shared office space;

- (s) fail to pay the salaries of its own employees (if any) and maintain a sufficient number of employees (if any) for its contemplated business operations;
- (t) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (u) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors, without the unanimous written consent of Mortgagor's members; or
- (v) share any common logo with or hold itself out as or be considered as a department or division of (i) any member or affiliate of Mortgagor, or (ii) any other person or entity.

ARTICLE 10
MISCELLANEOUS

10.1 Release of Mortgage. When all Indebtedness Secured Hereby has been paid, this Mortgage and all assignments herein contained shall be void and this Mortgage shall be released by Mortgagee at the cost and expense of Mortgagor, otherwise to remain in full force and effect.

10.2 Choice of Law. Notwithstanding the place of execution of this instrument, the parties to this instrument have contracted for Wisconsin law to govern this instrument and it is agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Wisconsin without regard to the principles of conflicts of law. THE LAW OF THE STATE OF WISCONSIN SHALL APPLY TO THE GRANT OF THE MORTGAGE, ASSIGNMENTS AND SECURITY INTERESTS SET FORTH HEREIN AND THE EXERCISE OF REMEDIES BY MORTGAGEE UNDER THIS MORTGAGE THAT PERTAIN TO OR CONCERN THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE APPOINTMENT OF A RECEIVER OR THE FORECLOSURE OF THE SECURITY INTEREST AND LIENS GRANTED HEREIN.

10.3 Successors and Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein, shall run with the land and shall inure to the benefit of Mortgagee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is or becomes a party to this Mortgage. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee shall not have any obligation to deal with such successor or successors in interest unless such transfer is permitted by this Mortgage and then only upon being notified in writing of such change of ownership. Upon such notification, Mortgagee may thereafter deal with such successor in place of Mortgagor without any obligation to thereafter deal with Mortgagor and without waiving any

liability of Mortgagor hereunder, under the Note or under any of the other Loan Documents. No change of ownership shall in any way operate to release or discharge the liability of Mortgagor hereunder unless such release or discharge is expressly agreed to in writing by Mortgagee.

10.4 Unenforceability of Certain Clauses. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

10.5 Captions and Headings. The captions and headings of the various sections of this Mortgage are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

10.6 Notices. Any notices and other communications permitted or required by the provisions of this Mortgage shall be in writing and shall be deemed to have been properly given or served by (i) personal delivery, (ii) depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, or (iii) depositing the same with a reputable private courier or overnight delivery service, in each case addressed as hereinafter provided. Each such notice shall be effective (a) immediately upon personal delivery, (b) three (3) days after being deposited in the U.S. Mail, or (c) one (1) business day after delivery to such courier or delivery service. The time period within which a response to any such notice must be given, however, shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time and at any time during the term of this Mortgage to change its address and shall have the right to specify as its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Mortgagee shall be addressed as follows:

Colliers Funding LLC
90 South Seventh Street
Suite 4300
Minneapolis, MN 55402
Attention: Loan Servicing Department

With a copy to:

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street
Suite 2600
Minneapolis, MN 55402
Attention: Rory O. Duggan, Esq.

Each notice to Mortgagor shall be addressed as follows:

Oscar Apartments LLC
c/o Green Street Development Group, LLC
8451 Maryland Avenue
Clayton, MO 63105
Attention: Joel Oliver

With a copy to:

Rosenblum Goldenhersh
7733 Forsyth Boulevard, 4th Floor
St. Louis, MO 63105
Attention: Jennifer Merlo, Esq.

10.7 Savings Clause. It is expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Mortgagee to contract for, charge, take, reserve or receive a greater amount of interest than under state law) and that this Section shall control every other covenant and agreement in the Note, this Mortgage and any other Loan Document. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Note, this Mortgage or under any of the other Loan Documents, or contracted for, charged, taken, reserved, or received with respect to the Indebtedness Secured Hereby, or if Mortgagee's exercise of the option to accelerate the maturity of the Note, or if any prepayment by Mortgagor results in Mortgagor having paid any interest in excess of that permitted by applicable law, then it is Mortgagor's and Mortgagee's express intent that all excess amounts theretofore collected by Mortgagee shall be credited on the principal balance of the Note and all other Indebtedness Secured Hereby (or, if the Note and all other Indebtedness Secured Hereby have been or would thereby be paid in full, refunded to Mortgagor), and the provisions of the Note, this Mortgage and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the Indebtedness Secured Hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of the Indebtedness Secured Hereby until payment in full so that the rate or amount of interest on account of the Indebtedness Secured Hereby does not exceed the maximum lawful rate from time to time in effect and applicable to the Indebtedness Secured Hereby for so long as the Indebtedness Secured Hereby is outstanding. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Mortgagee to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

10.8 Business Loan. Mortgagor certifies and agrees that (a) the Real Property is not used primarily for agricultural purposes, the proceeds of the Note will not be used for personal, family or leasehold purposes and that the principal obligation secured hereby constitutes a

“business loan” and (b) that the Loan is an exempted transaction under the Truth-in-Lending Act, 15. U.S.C. Sec. 1601 et. seq.

10.9 Consent to Jurisdiction. Mortgagor submits and consents to personal jurisdiction of the courts of the county where the Premises is located, the courts of Hennepin County, Minnesota and the courts of the United States of America located in such state or states for the enforcement of this instrument and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in such courts. Litigation may be commenced in the state court of general jurisdiction for such counties or in the United States District Court located in such state or states, at the election of Mortgagee. Nothing contained herein shall prevent Mortgagee from bringing any action in any other state or jurisdiction against any other person or exercising any rights against any security given to Mortgagee or against Mortgagor or any Guarantor personally, or against any property of Mortgagor in any other state or jurisdiction. Commencement of any such action or proceeding in any other state or jurisdiction shall not constitute a waiver of consent to jurisdiction of or the submission made by Mortgagor to personal jurisdiction in any of such courts. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Mortgage, Mortgagee, at its option, shall be entitled to have the case transferred to one of the jurisdictions and venues above described or any other jurisdiction, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

10.10 Waiver of Jury Trial. MORTGAGOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH ANY PARTIES TO THIS MORTGAGE ARE INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS MORTGAGE OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS MORTGAGE.

10.11 Indemnity. Mortgagor agrees to indemnify, protect, hold harmless and defend Mortgagee from and against any and all losses, liabilities, claims (including, without limitation, attorneys’ fees, disbursements and court costs prior to trial, at trial and on appeal) which may be imposed on, incurred or paid by, or asserted against Mortgagee by reason or on account of, or in connection with, (i) any misconduct of Mortgagor or any Default or Event of Default hereunder, (ii) the construction, reconstruction or alteration of the Premises, (iii) any negligence of Mortgagor or any negligence or willful misconduct of any lessee of the Premises or any part thereof, or any of their respective agents, contractors, subcontractors, servants, directors, officers, employees, licenses or invitees, or (iv) any accident, injury, death or damage to any person or property occurring in, on or about the Premises or any street, drive, sidewalk, curb or passageway adjacent thereto, except to the extent that the same results directly from the gross negligence or willful misconduct of Mortgagee or its agents, contractors, subcontractors, servants, directors, officers, employees, licenses or invitees. Any amount payable to Mortgagee under this Section 10.11 shall be due and payable upon demand therefor and receipt by Mortgagor of a statement from Mortgagee setting forth in reasonable detail the amount claimed and the basis therefor and upon reasonable opportunity for Mortgagor to verify and/or challenge same. Mortgagor’s obligations under this Section 10.11 shall survive the repayment or any other satisfaction of the Note and shall not be affected by the absence or unavailability of insurance

covering the same or by the failure or refusal of any insurance carrier to perform any obligation on its part under any such policy of insurance. If any claim, action or proceeding is made or brought against Mortgagee which is subject to the indemnity set forth in this Section 10.11, Mortgagor shall resist or defend against the same, in its own name or, if necessary, in the name of Mortgagee, by attorneys for Mortgagor's insurance carrier (if the same is covered by insurance) approved by Mortgagee (which approval shall not unreasonably be withheld) or otherwise by attorneys retained by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld). If Mortgagee has approved of the attorneys provided by Mortgagor or Mortgagor's attorney and nevertheless elects to retain separate counsel, Mortgagee shall do so at its sole cost and expense. MORTGAGOR ACKNOWLEDGES AND CONFIRMS THAT CERTAIN PROVISIONS OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS IMPOSE UPON MORTGAGOR CERTAIN OBLIGATIONS AND INDEMNITIES FOR CLAIMS RESULTING FROM THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF MORTGAGEE OR THE OTHER INDEMNIFIED PARTIES.

10.12 Litigation. Mortgagor, at its sole cost and expense, shall appear in and defend any dispute, action, suit or proceeding purporting to relate to or affect the Note, the Loan Agreement or the security therefor, including, without limitation, this Mortgage or the Premises. If any action or proceeding relating to or affecting the Note, this Mortgage, the Loan Agreement or the Premises is commenced or threatened, to which action or proceeding Mortgagee is made a party, or in which it becomes necessary or desirable, in Mortgagee's reasonable opinion, to defend or uphold, or to consider defending or upholding, the lien of this Mortgage, or to protect the Premises or any part thereof, or to exercise, or to obtain the right to exercise, any of Mortgagee's rights, powers and remedies hereunder, including, without limitation, any foreclosure or commencement of foreclosure proceedings, probate proceedings and bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceedings, or with respect to which Mortgagee otherwise incurs costs or expenses, all sums paid by Mortgagee in order to determine the merits thereof, to establish or defend the rights and liens of this Mortgage, to protect the Premises or any part thereof and to exercise, or to obtain the right to exercise, any of Mortgagee's rights, powers and remedies hereunder, and/or otherwise incurred by Mortgagee in connection therewith (including, without limitation, attorneys' fees and costs and allowances prior to trial, at trial and on appeal) and whether suit be brought or not, and whether or not Mortgagee prevails therein, shall be paid, upon demand, to Mortgagee by Mortgagor, together with interest thereon at the Interest Rate from the date incurred, and any such sum or sums shall be secured hereby.

10.13 Acts of Mortgagee. In the event Mortgagee (a) grants any extensions of time or forbearance with respect to the payment of any Indebtedness Secured Hereby; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right, power or remedy granted herein, in the Note, in the Loan Agreement or in any other Loan Documents; (d) grants any release, with or without consideration, of the whole or any part of the security for the payment of the Indebtedness Secured Hereby or the release of any person, party or entity liable for payment of said Indebtedness Secured Hereby; and/or (e) amends or modifies in any respect any of the terms and provisions hereof, of the Note (including, without limitation, substitution of another note), of the Loan Agreement or of any other Loan Document; then, and in any such event, such act or omission to act shall not release Mortgagor under any covenant of this Mortgage, of the Note, of the Loan Agreement or of any other Loan Document, nor preclude

Mortgagee from exercising any right, power or privilege herein or therein granted or intended to be granted, and shall not in any way impair or affect the lien or priority of this Mortgage. In the event any additional real property, improvements, leases, fixtures or personal property not herein specifically identified shall be or become a part of the Premises, then this Mortgage shall immediately attach to and constitute a lien against or security interest in such additional items, as appropriate, without further act or deed of either party hereto.

10.14 Time of the Essence. Mortgagor agrees that where, by the terms hereof or of the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, that time is of the essence.

10.15 Conflict with Loan Agreement. In the event of any conflict between the terms and conditions hereof and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date first above written.

OSCAR APARTMENTS LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ___ day of August, 2020, by _____, the _____ of Oscar Apartments LLC, a Missouri limited liability company, on behalf of the company.

Notary Public

This Instrument was drafted by:

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street
Suite 2600
Minneapolis, Minnesota 55402

Exhibit A

Legal Description

[to be inserted]

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (the "Assignment") is made as of this ___ day of August, 2020, by and between OSCAR APARTMENTS LLC, a Missouri limited liability company (the "Assignor"), whose address is c/o Green Street Development Group, LLC, 8451 Maryland Avenue, Clayton, Missouri 63105 and COLLIERS FUNDING LLC, a Delaware limited liability company (the "Lender"), whose address is 90 South Seventh Street, Suite 4300, Minneapolis, Minnesota 55402.

RECITALS:

A. Pursuant to a certain Construction and Term Loan Agreement dated of even date herewith by and between Assignor and Lender ("Loan Agreement"), the Lender has agreed to make a construction and term loan available to Assignor in the maximum principal amount of up to \$31,000,000.00 (the "Loan") to finance a portion of the costs of acquiring certain real property located in Sheboygan County, Wisconsin and legally described in Exhibit A attached to the Loan Agreement (the "Premises") and constructing approximately 240 apartments and related amenities and improvements thereon (the "Project"). The Loan is evidenced by that certain Promissory Note dated of even date herewith, executed and delivered by the Assignor and payable to the order of the Lender in the original principal face amount of \$31,000,000.00 (the "Note").

B. Pursuant to that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020 (as amended, the "Development Agreement"), between the City of Sheboygan Wisconsin, a municipal corporation of the State of Wisconsin and Assignor, Assignor has agreed to develop and construct the Project. In exchange for developing the Project, Assignor will receive from the City, among other things, property tax increment payments in an amount not to exceed \$7,250,000 ("Development Incentive Payments").

C. In consideration of, and to secure the payment of, the Loan, the Lender has required an assignment of the Assignor's rights under the Development Agreement, including, without limitation, the right to receive the Development Incentive Payments.

This Assignment is subject to all of the following terms, conditions, and provisions:

TERMS, CONDITIONS, AND PROVISIONS

1. PRESENT PLEDGE AND ASSIGNMENT. Pursuant to the provisions of the Uniform Commercial Code in effect within the State of Wisconsin (the "UCC"), as security for the Loan, the Assignor grants to the Lender a security interest in all of the following property: (i) all right, title and interest of the Assignor in and to the Development Incentive Payments; (ii) all right, title and interest of the Assignor in and to the Development Agreement; and (iii) all replacements, substitutions and proceeds (the "Proceeds") relating to the items set forth in clauses (i)-(ii) (hereinafter referred to as the "Collateral"), and all documents, ledger sheets, and files of the Assignor relating to the Collateral. The term "Proceeds" includes whatever is

received by the Assignor upon the sale, exchange, or other disposition of any item of Collateral. This Assignment shall constitute a perfected, absolute and present pledge and assignment in connection with which the Assignor shall have delivered to the Lender the Collateral documents endorsed and assigned to the Lender. The Assignor shall execute and deliver to the Lender an Assignment of Development Agreement in the form attached hereto as Exhibit A (or such other form that is reasonably requested by the Lender). The Development Incentive Payments shall be paid directly to the Lender until such time as the Note has been paid in full and the Lender's commitment to make advances to the Assignor has terminated, at which time the Lender shall provide notice to the City that such payments are to be made to the Assignor. Prior to the full payment of the Note and the termination of the Lender's commitment to make advances to the Assignor, if the Assignor receives any Development Incentive Payments, the Assignor shall immediately remit such payments to the Lender.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants that:

(a) The Assignor is the true and lawful, absolute owner of the Collateral and, except for the liens and security interests created by this Assignment, the Collateral is free and clear of any lien, security interest, or encumbrance;

(b) Subject only to receipt of consent from the City, the Assignor has the full right and title to assign and pledge the Collateral; there are no outstanding claims, assignments or pledges thereof; and, to the actual knowledge of Assignor, there are no existing defaults under the Collateral documents on the part of makers thereof;

(c) To Assignor's actual knowledge, the Assignor has performed all of its obligations under the Development Agreement with respect to the Project which are required to be performed as of the date hereof;

(d) To Assignor's actual knowledge, there are no defenses, setoffs or counterclaims against or with regard to the Development Agreement or the indebtedness evidenced thereby;

(e) As of the date hereof, no Development Incentive Payments have been made to Assignor;

(f) The Development Agreement has not been amended or modified in any respect and, to Assignor's actual knowledge, is a valid and enforceable obligation of the City in accordance with its terms.

(g) The Development Agreement remains in full force and effect; and

(h) Except for the financing statement filed in connection with the pledge and security interest granted pursuant to this Assignment, no financing statement covering the Collateral is on file in any public office.

3. COVENANTS OF ASSIGNOR. The Assignor covenants and agrees that so long as any of the indebtedness evidenced by the Note shall be outstanding and unsatisfied and until the Lender's commitment to make advances to the Assignor has terminated:

(a) The Assignor shall keep the Collateral: (i) free and clear of any lien, security interest or encumbrance, except for the liens and security interests created by this Assignment; and (ii) free from all tax liens;

(b) The Assignor shall maintain and keep accurate records, books and accounts with respect to the Collateral and any money, accounts receivable, and other proceeds of any sale or other disposition, and give to the Lender upon request, a full and complete accounting with respect to the Collateral and the money, accounts receivable, proceeds and business;

(c) The Assignor shall permit the Lender, through any representatives it may designate, at all reasonable times upon reasonable advance notice, to enter any premises in which either the Collateral or any of the records, books and accounts may be situated, or any premises where the Lender has reasonable cause to believe the items may be situated, for the purpose of examining and inspecting the Collateral;

(d) The Assignor shall join with the Lender in preparing and filing at the appropriate offices one or more financing statements with regard to the Collateral complying with the UCC, in form satisfactory to the Lender;

(e) The Assignor shall maintain, or cause to be maintained, insurance policies on the Project in accordance with the requirements set forth in the Loan Agreement and set forth in the Development Agreement;

(f) The Assignor shall do any additional acts as the Lender may reasonably require for the purpose of more completely assuring to the Lender its rights to the Collateral;

(g) At any time the Assignor receives a written notice of default under the Development Agreement, Assignor shall promptly report such notice of default to the Lender; and

(h) The Assignor shall fully comply with its obligations under the Development Agreement and shall not waive, excuse, condone or in any matter release or discharge the City of its obligations under the Development Agreement.

4. SECURITY AGREEMENT. This Assignment constitutes a "Security Agreement" under the UCC and shall be governed by the UCC.

5. DEVELOPMENT INCENTIVE PAYMENTS. To the extent not directly paid to the Lender, the Assignor agrees that should the City at any time make any Development Incentive Payments directly to the Assignor, the Assignor will deposit or cause to be deposited with the Lender the entire amount of such payment. Any amount deposited with the Lender shall, at Lender's option, be applied by the Lender to pay or prepay the Note in accordance with the terms of the Note or held by the Lender in an escrow account for payment of the Note. The sums held in escrow pursuant hereto are held as security for the Note, the

Assignor hereby granting a security interest in such sums to the Lender as security for the same.

6. AUTHORIZATION TO THE CITY. The City is hereby irrevocably authorized and directed to make all Development Incentive Payments directly to Lender (for the account of Assignor) and to recognize the claims of the Lender or its assigns without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or its successors or assigns or the existence of any Event of Default, and the Assignor hereby irrevocably directs and authorizes the City to pay exclusively to the Lender or its assigns from and after the date hereof until such time as the Loan is indefeasibly paid in full and the Lender's commitment to make advances to Assignor has been terminated, all Development Incentive Payments that are otherwise due and payable to Assignor under the Development Agreement. To the extent such sums are paid to the Lender or its assigns, the Assignor agrees that the City shall have no further liability to the Assignor for the same. The sole receipt by the Lender or its assigns of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City to Assignor under the Development Agreement. The City is intended to and shall be a third party beneficiary to the foregoing provisions of this Section 6. The City has acknowledged the Lender's rights under this Assignment pursuant to a Consent and Estoppel Certificate, dated on or about the date hereof, in the form attached hereto as Exhibit B.

7. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default under this Assignment (individually, and, collectively, an "Event of Default"):

(a) Any failure by the Assignor to fully and completely perform any of the duties or obligations of Assignor under this Assignment or any failure by the Assignor to fully and completely observe, satisfy and comply with all terms, covenants and conditions of this Assignment and such failure is not cured within thirty (30) days after written notice thereof;

(b) Any representation or warranty of the Assignor contained in this Assignment shall be untrue or misleading in any material respect and the Assignor fails to take such actions as may be required to make such representation or warranty true and not misleading in any material respect within thirty (30) days after written notice thereof; and

(c) Any event designated as an "Event of Default" occurs under the Note, under the Loan Agreement or under any other security instrument given to secure the Note.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default:

(a) The Lender may: (i) at its option, cure the Event of Default if it involves the payment of money (A) for insurance or taxes, assessments or other charges which Assignor has not paid in accordance with the Loan Agreement; or (B) for the satisfaction or discharge of any lien, security interest or encumbrance upon the Collateral, in which event the amount of any payments shall be added to the indebtedness secured by this Assignment, shall be secured, and shall be payable by the Assignor to the Lender on demand; (ii) at its option, declare the

indebtedness secured by this Assignment and evidenced by the Note to be immediately due and payable; (iii) take possession of the Collateral in accordance with applicable law; and/or (iv) exercise any and all other rights and remedies accorded to it by the UCC. In the event that any notice is required to be given under the UCC, such requirements for reasonable notice shall be satisfied by giving at least ten (10) days' notice prior to the event or thing giving rise to the notice requirement.

(b) The Assignor shall: (i) upon demand by the Lender, assemble the Collateral and make it available to the Lender, to which the Lender shall have exclusive and unlimited access during the period it is exercising its rights and remedies under this Section 8; and (ii) pay to the Lender on demand the expenses of the Lender in retaking the Collateral, holding it, and, where it is to be disposed of, preparing it for sale and selling it, including the Lender's reasonable attorneys' fees and legal expenses incurred in connection with any retaking or sale; and (iii) upon demand by the Lender (A) assign or endorse to the Lender all Proceeds and accounts receivable resulting from the sale of any of the Collateral; and (B) deliver to the Lender all Proceeds received from the sale of any of the Collateral.

(c) Except as evidenced in a written notice signed by the Lender, no course of dealing between the parties or any delay on the part of the Lender in exercising any rights shall operate as a waiver of any rights or remedies of the Lender.

(d) No remedy conferred upon the Lender is intended to be exclusive of any other remedy.

9. MISCELLANEOUS PROVISIONS.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be given in accordance with the terms of the Loan Agreement.

(b) Successors and Assigns. All rights of the Lender shall inure to the benefit of its successors and assigns, and all representations, warranties, covenants and obligations of Assignor shall bind its successors and assigns.

(c) Defined Terms. The definitions of the terms used in this Assignment and not otherwise defined herein shall be those found in the UCC.

(d) Severability. It is the intent of this Assignment to confer to the Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

(e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Project is located.

(f) WAIVER OF TRIAL BY JURY. ASSIGNOR AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

(g) JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF ANOKA COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. ASSIGNOR WAIVES ANY CLAIM THAT THE DISTRICT COURT OF ANOKA COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Collateral Assignment of Development Agreement is executed as of the date first above written.

ASSIGNOR:

OSCAR APARTMENTS LLC,
a Missouri limited liability company

By: _____

Name: _____

Title: _____

LENDER:

COLLIERS FUNDING LLC,
a Delaware limited liability company

By: _____

Scott Loving
Its Senior Vice President

EXHIBIT A

ASSIGNMENT OF DEVELOPMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, that Oscar Apartments LLC, a Missouri limited liability company (the "Assignor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by Colliers Funding LLC, a Delaware limited liability company (the "Lender"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over, to the Lender, its successors and assigns, all of the Assignor's right, title and interest in and to that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020, by and between the City of Sheboygan Wisconsin and Assignor (as amended, the "Development Agreement"), together with all right and interest in the rights therein specified, and hereby constitutes and appoints the Lender its attorney irrevocable to collect and receive said debt, and to enforce and satisfy the Development Agreement as it might or could have done were these presents not executed and does hereby covenant with the Lender that Assignor has good right to sell, assign and transfer the same.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Development Agreement as of the ____ day of _____, 201__.

OSCAR APARTMENTS LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of August, 2020, by _____, the _____ of Oscar Apartments LLC, a limited liability company under the laws of the State of Missouri, on behalf of the company.

Notary Public

EXHIBIT B

CONSENT AND ESTOPPEL CERTIFICATE

[attached hereto]

CONSENT AND ESTOPPEL CERTIFICATE

THIS CONSENT AND ESTOPPEL CERTIFICATE (this "Estoppel Certificate"), is dated as of August 5, 2020, and is from the CITY OF SHEBOYGAN, WISCONSIN, a municipal corporation of the State of Wisconsin (the "City"), to COLLIERS FUNDING LLC, a Delaware limited liability company, together with its successors and/or assigns ("Lender"). The City hereby agrees with the Lender as follows:

1. Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in that certain Development Agreement dated as of January 2, 2020, as amended by that First Amendment to Development Agreement dated as of June 18, 2020 (as amended, the "Development Agreement") by and between the City and Oscar Apartments LLC, a Missouri limited liability company (the "Borrower").

2. The City understands that the Lender contemplates making a construction loan available to Borrower in the maximum principal amount of up to \$31,000,000.00 (the "Loan"), pursuant to the terms of that certain Construction and Term Loan Agreement dated of even date herewith by and between Borrower and Lender (the "Construction Loan Agreement"), which Loan is secured by, among other things, a Mortgage, Security Agreement and Fixture Financing Statement dated of even date herewith, executed by Borrower in favor of the Lender, encumbering, *inter alia*, the Project (the "Mortgage"). Pursuant to the Mortgage and pursuant to that certain Collateral Assignment of Development Agreement dated of even date herewith executed by Borrower and Lender (the "Collateral Assignment"), the Borrower has also granted to the Lender a collateral assignment of and a security interest in, all right, title and interest of Borrower in and to the Development Agreement, including, without limitation, the right to receive the Development Incentive Payments payable by the City pursuant to the terms of the Development Agreement.

3. The City understands that the Lender has required this Estoppel Certificate as a condition of making and disbursing the Loan and that the Lender will rely on this Estoppel Certificate in connection therewith.

4. The City covenants, represents, and warrants to and agrees with the Lender as follows:

- a. The execution and delivery of the Development Agreement has been duly authorized by the City and is a legal, valid and binding obligation of the City.
- b. That it has received and approved copies of the Mortgage and the Collateral Assignment and that it hereby consents to the execution and delivery of the Mortgage and the Collateral Assignment, and to the liens, security interests and assignments created therein, as security for the Loan.
- c. That it has received and approved the Plans and Specifications for the Project.
- d. That the Development Incentive Payments to be made by the City to the Borrower under the Development Agreement have been assigned to Lender pursuant to the

Collateral Assignment and that it will deposit all payments due in accordance with the terms of the Development Agreement with Lender at the address set forth in Section 6 below, and upon such deposit the obligations of the City to the Borrower under the Development Agreement with respect to such payment shall be deemed discharged to the extent paid directly to Lender pursuant to the terms of the Collateral Assignment.

5. The Development Agreement has not been amended or modified in any respect and represents the entire agreement of the parties thereto as to all of the subject matters dealt with therein. The Development Agreement is in full force and effect, and the City has given no notice of any default thereunder. To the best of the City's knowledge, the Borrower has performed all of its obligations under the Development Agreement which are required to be performed as of the date hereof. To the best of the City's knowledge, the Borrower is not in default in the performance or observance of any of its covenants or agreements under the Development Agreement or pursuant to any other agreement between the Borrower and the City as of the date hereof.

6. Until the satisfaction or release of the Mortgage and the termination of the Collateral Assignment, the City agrees to give the Lender a copy of each notice or demand given to the Borrower with respect to any breach or default by the Borrower in its obligations under the Development Agreement at the same time such notice, demand or other communication is given to the Borrower under the Development Agreement, addressed to the Lender as follows:

Colliers Funding LLC
90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402
Attention: Loan Servicing Department

7. The City agrees to accept the cure by the Lender of any default by the Borrower under the Development Agreement within sixty (60) days after the later of (i) delivery of notice of such default to the Lender pursuant to Section 6 above and (ii) the expiration of the time provided to Borrower to cure any such default or defaults pursuant to Section 10.1 of the Development Agreement; provided, that, the City acknowledges that the Lender shall be under no obligation to cure any such default. No commencement of any performance by the Lender of any obligation of the Borrower required under the Development Agreement shall obligate the Lender to continue or complete such performance or otherwise perform any of the Borrower's obligations under the Development Agreement.

8. The City acknowledges and agrees that neither the Lender, nor its successors or assigns shall be obligated to construct or complete the Project; provided, that, if the Lender or its successors or assigns acquires the Project by foreclosure or by a conveyance in lieu of foreclosure, the City acknowledges and agrees that, upon substantial completion of the Project in accordance with the Development Agreement, the Lender shall be entitled to seek from the City, and the City shall be obligated to pay to Lender, all Development Incentive Payments, in accordance with the terms set forth in the Development Agreement.

9. The City agrees to provide the Lender with notice of any proposed modifications or amendments to be made to the Development Agreement and the right to consent to such modifications or amendments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned officers of the City have executed this Consent and Estoppel Certificate as of the date and year first written above.

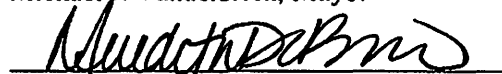
CITY OF SHEBOYGAN, WISCONSIN

By:



Michael J. Vandersteen, Mayor

Attest:



Meredith DeBruin, City Clerk

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Donohue.
August 3, 2020.

A RESOLUTION repealing Res. No. 157-19-20 and Res. No. 178-19-20 regarding assessments for the installation of new water mains and/or laterals in Geele Avenue from Calumet Drive to N. 23rd Street.

WHEREAS, by way of Res. No. 157-19-20 adopted on February 17, 2020, the Common Council declared the intent to levy special assessments to fund the installation of these new water mains and/or laterals; and

WHEREAS, by way of Res. No. 178-19-20 adopted on March 16, 2020, the Common Council confirmed that said special assessments would be levied to fund the installation of these new water mains and/or laterals; and

WHEREAS, the Water Utility is no longer using assessments to fund the installation of these mains and laterals in Geele Avenue between Calumet Drive and N. 23rd Street due to the Wisconsin Public Service Commission's approval of a lead service line replacement program utilizing grants and loans from the Water Utility.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby repeals Res. No. 157-19-20 adopted February 17, 2020, and Res. No. 178-19-20 adopted March 16, 2020, and those Resolutions are of no further force or effect.

*Suspend
Adopt.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Phillips.
August 3, 2020.

A RESOLUTION establishing a temporary polling location for the August 11, 2020 election for Wards 15, 20, and 21 in the City of Sheboygan.

WHEREAS, the deadline for establishing polling location has passed; and

WHEREAS, the Senior Activity Center of Sheboygan is temporarily closed and is currently unsafe to use as a polling location; and

WHEREAS, this is an emergency change in location; and

WHEREAS, the City of Sheboygan will be able to utilize City Hall, 828 Center Avenue, Sheboygan, Wisconsin, as a temporary polling location; and

WHEREAS, the City of Sheboygan will make every effort to inform voters of the change through mailed postcards, postings on social media and the City's website, newspaper and signs on election day.

NOW, THEREFORE, BE IT RESOLVED: That for the August 11, 2020 election, the polling location for Wards 15, 20, and 21 in the City of Sheboygan will be City Hall, 828 Center Avenue.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
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.

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



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.

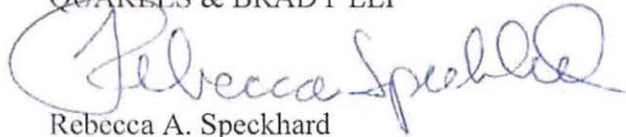
Conclusion and Request for Signed Copy

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: _____

III

Res. No. - 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

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.

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

DRAFT

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.

III

Res. No. _____ - 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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren. 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

III

Res. No. _____ - 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.

RHS

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

~~IV~~

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
August 3, 2020.

Your Committee to whom was referred R. O. No. 25-20-21 by the City Clerk submitting various license applications; wishes to report that at its meeting on July 29, 2020, your Committee voted to conditionally recommend that the Common Council not renew the Beverage Operator's License No. 7460 held by Stephanie M. Garcia.

Ms. Garcia was afforded the opportunity to appear before the committee to contest the decision not to renew her license. A hearing to review that decision was held on July 29, 2020.

At the time scheduled for the hearing, Ms. Garcia appeared before the committee. The committee heard testimony from Officer Kevin Post. Ms. Garcia chose not to testify on her own behalf.

After reviewing the facts, the committee found the following facts:

1. Stephanie M. Garcia has violated statutory or municipal laws directly related to the licensed activity by being involved in a serious incident at Ms. Garcia's workplace on March 7, 2020, which resulted in misdemeanor charges of Disorderly Conduct and Obstructing/Resisting against Ms. Garcia. Said violation is a violation of a municipal regulation adopted under § 125.10, Wis. Stats., and resulted in her maintaining a disorderly house, in violation of § 125.12(2)(ag)1 and 2, Wis. Stats.
2. As a result of the above, the committee finds that renewing Ms. Garcia's license would not be in the interest of public safety.

Based on these findings of facts, your committee recommends that the Common Council uphold the decision to deny renewal of the Beverage Operator's License No. 7460 held by Stephanie M. Garcia.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 25 - 20 - 21. By CITY CLERK. June 15, 2020.

Submitting various license applications for the period ending December 31, 2020, April 14, 2021, 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>
3350	Burhop, Robin A.	3602 N. 21 st St. Apt. 101
3230	Dickson, Blake	620 S. 8 th St. Apt. 202
3223	Felbab, David D.	1330 N. 12 th St. Apt. 4
3122	Guillen, Roberto D.	2411 N. 30 th St.
3225	Hanson, Arhyan	2313 N. 6 th St.
3237	Hobbs, Heather C.	321 Geele Ave.
3224	Jeanpierre, Trent R.	2201 Erie Ave. Apt. B111
3228	Lindsey, Damaris A.	W3718 South Dr., Plymouth
3233	Lozano, Steven	W3718 South Dr., Plymouth
8076	Meinolf, David	1217 S. 7 th St.
3226	Murphy, Claire	5698 Lake Church Rd., Belgium
3240	Murphy, Kari A.	2423 N. 23 rd St.
3227	Sheets, James	109 S. Walnut St., Glenbeulah
7507	Spender, Jessica J.	713 Dillingham Ave.
2752	Soukup, Kelly	1322 S. 7 th St.
3239	Tanck, Austin R.	N4160 N. Mair Rd., Plymouth

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2345	Anthony, Charles E.	2031 N. 13 th St.
2337	Berglund, Jeremy	W3385 County Rd. MM, Elkhart Lake
5171	Bogenschuetz, Nathan L.	1021 Trienens Rd., Plymouth
7183	Bower, Ashley	426 Washington Ct.
1114	Bower, Karen A.	N6508 W Cty. Rd. A, Greenbush
4105	Brown, Jeffrey D.	6435 Point Creek Rd., Newton
2600	Bush, Beth A.	1910 N. 28 th St.
3756	Devriend, Therese K.	1513 S. 14 th St.
1476	Dowe, Jennifer C.	917 St. James Ct.
1352	Faucher, Staceyann	2242 Lake Aire Dr.
7460	Garcia, Stephanie M.	1034 Dillingham Ave.

LHS Hold #3223
 #7460 Grant w/warning #8576 #2197
 APPROVE w/conditionals charge #3211 #1809x2
 Hold #7460 7-15-20
 Deny #3223 7-29-20
 Deny #7460

5291 Gatford, Barbie R.
 2537 Hardee, Leslie L.
 2577 Heard, Cecilia K.
 2570 Hendricks, Emily R.
 6452 Hohmann, Luanne J.
 2197 Johnston, Benjamin N.
 5023 Krepsky, Jill M.
 2567 Kummer, Richard W.
 2195 Kussard, Heidi K.
 7400 Macdonald, Jason T.
 1012 Mallmann, Kathy E.
 8607 Malson, Joshua J.
 8947 Marsellis, Lynn M.
 0436 Martin, Emily M.
 8964 Mayer-Sills, Theresa L.
 2433 Miller, Alexanderia F.
 1491 Mondragon, Cassandra A.
 0506 Munro, Ian E.
 9552 O'Connor, Kaylee S.
 4904 Patron, Sharlene S.
 4496 Pentek, Mary Jo
 3731 Reinke, Steven G.
 8612 Repphun, Peter J.
 2349 Rodrigues, Brian C.
 9621 Scharrer-Quasius, Cindy T.
 0380 Schoen, Henry
 4786 Sheraski, Robert F.
 2175 Sippel, Brian M.
 6180 Vervelde, Kim M.
 8960 Voelker, Kathleen M.
 9616 Wolf, Phaedra M.
 2494 Xiong, Pa Nong L.
 2670 Zolecki, Nicholas H.

2802 S. 18th St.
 2315 S. 17th St.
 1127 N. 12th St.
 1522 N. 10th St.
 1236 Eisner Ave.
 N4160 Main Rd., Plymouth
 17920 Mueller Rd., Kiel
 1326B Michigan Ave.
 1904 N. 28th St.
 2431 N. 29th St.
 1541 John Ct.
 2113 N. 20th St.
 3227 S. 11th St.
 2214 N. 8th St.
 1617 S. 13th St.
 734 N. 7th St. Apt. 201
 1309 Pennsylvania Ave. Apt. D
 1015 Elm St., Cleveland
 2016 N. 9th St.
 2320 N. 9th St.
 1720 Wilson Ave.
 2228 S. 8th St.
 2109 Broadway Ave.
 1525 N. 4th St.
 4217 S. 12th St.
 1714 Hilltop Dr.
 1410 N. 27th St.
 1305 S. 22nd St.
 1932 N. 11th St.
 2112 Elm Ave.
 2313 Broadway Ave.
 1715 Ontario Ave.
 924 N. Taylor Dr.

CHANGE OF PREMISE

No. Name

3271 Limelight Pub

Address

1702 S. 17th St.-Permanent change-current premises description to include east (front) side of bar and North corner (side) of bar.

1809 The Wharf

733 Riverfront Dr. - One day event to be held 7/15/20 - current premises description to include parking lot between Duke of Devon and The Wharf and board walk in front of same business.

1809 The Wharf

733 Riverfront Dr. - Multi day event to be held 08/01/20-08/09/20 current premises description to include parking lot between Duke of Devon and The Wharf and board walk in front of same business.

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3051	Midlake Softball Organization (Midlake Softball Organization)	2213 New Jersey Ave.
3438	Steffen Solutions LLC (Nicky's Pizza)	1735 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3451	Toby Corson	1034 Michigan Ave.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3271	Limelight Pub	1702 S. 17 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3222	Pena, Kristina EM	1812 S. 12 th St.

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. August 3, 2020.

Your Committee to whom was referred Res. No. 59-20-21 by Alderpersons Sorenson and Dekker authorizing the appropriate City officials to execute a Memorandum of Understanding with AdvocateAurora regarding the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new AdvocateAurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue; recommends adopting the Resolution with amendments to the Memorandum of Understanding to insert a new Section 1which clarifies that Aurora Health Care, Inc. is entering into this Agreement on behalf of all related entities, to insert an additional sheet to the GRAEF Plans, and to account for the estimated cost of \$110,345 related to that sheet, and to make certain grammatical revisions.

_____ 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

4.3

Res. No. 59 - 20 - 21. By Alderpersons Sorenson and Dekker. July 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with AdvocateAurora regarding the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new AdvocateAurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and AdvocateAurora, a copy of which is attached hereto and incorporated herein.

ps

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

Memorandum of Understanding

Between

Aurora Health Care, Inc, a Wisconsin Non-Stock Corporation

and

City of Sheboygan

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new Aurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party’s financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties’ understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler (“IGA”). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with Aurora and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. (“Graef”), the designers of the agreed upon improvements.

Section 1

The parties to this MOU are Aurora Health Care, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204, and its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc., AdvocateAurora, and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns (hereinafter “Aurora”), and the City of Sheboygan, a municipal corporation of the State

of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"). Each party hereby agree that those signing this MOU on its behalf are authorized to make said, signature; except, however, that the signatures of those signing on behalf of the City may only do so pursuant to the authority granted to them by the City of Sheboygan Common Council.

Section 2

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are dated July 24, 2020 and attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.
2. Regardless of the color code identification, Aurora, which has hired M.A. Mortenson Company ("Mortenson") as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.
3. Green highlighted sections on the overall design sheers represent areas of Aurora's financial responsibility, and are projected to cost approximately \$4.49 million.
4. Blue highlighted sections on the overall design sheers represent the areas of the City's financial responsibility, and are projected to cost approximately \$660,000.
5. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."
6. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of Aurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.
7. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. Upon completion of the intersection, including repaving, the intersection may operate under traffic with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.
8. Any change order to this contract that substantially increases the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in Aurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

9. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 3

By entering into this MOU, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this MOU shall not create any rights or obligations on the part of any party not a signatory hereto.

Section 4

This MOU shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 5

Any notice or other communication required or permitted to be given pursuant to this MOU shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

<signatures appear on the following page>

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

By:

Michael J. Vandersteen, Mayor

Date

Attest:

Meredith De Bruin, City Clerk

Date

Signatures authorized pursuant to Res. ___-20-21.

AURORA HEALTH CARE, INC.,
A Wisconsin Non-Stock Corporation

By:

Albert Manshum,
Senior Vice President, Support Services

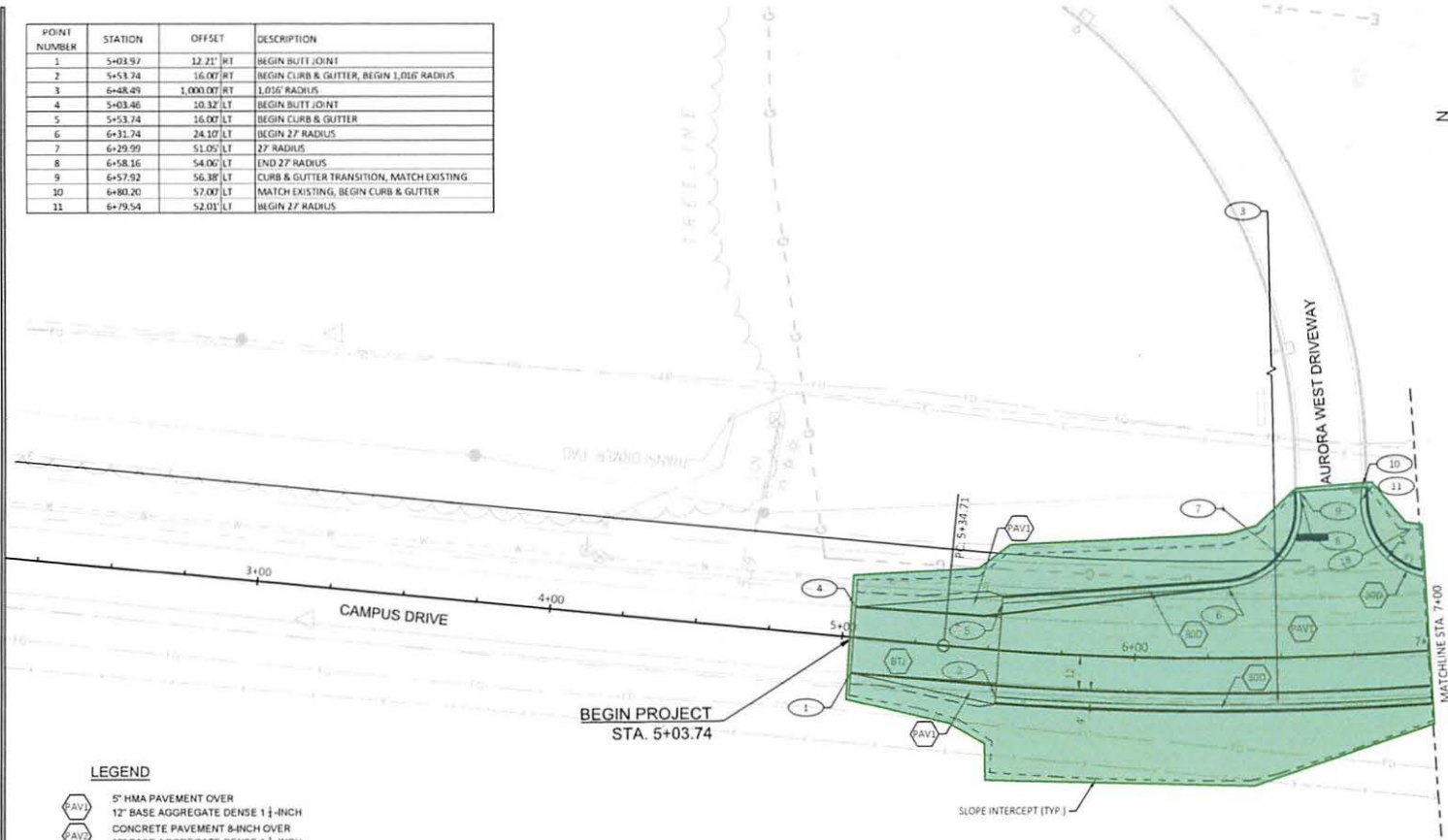
Date

Date

Exhibit A

Exhibit B

POINT NUMBER	STATION	OFFSET	DESCRIPTION
1	5+03.97	12.21' RT	BEGIN BUTT JOINT
2	5+53.74	16.00' RT	BEGIN CURB & GUTTER, BEGIN 1,016' RADIUS
3	6+48.49	1,000.00' RT	1,016' RADIUS
4	5+03.46	10.32' LT	BEGIN BUTT JOINT
5	5+53.74	16.00' LT	BEGIN CURB & GUTTER
6	6+31.74	24.10' LT	BEGIN 27' RADIUS
7	6+29.99	51.05' LT	27' RADIUS
8	6+58.16	54.00' LT	END 27' RADIUS
9	6+57.92	56.38' LT	CURB & GUTTER TRANSITION, MATCH EXISTING
10	6+80.20	57.00' LT	MATCH EXISTING, BEGIN CURB & GUTTER
11	6+79.54	52.01' LT	BEGIN 27' RADIUS



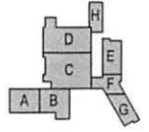
LEGEND

-  5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
-  CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
-  CONCRETE CURB & GUTTER, 30-INCH TYPE D
-  CONCRETE CURB & GUTTER, 30-INCH TYPE A
-  CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
-  COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
-  CURB RAMP, TYPE X
-  ASPHALTIC BUTT JOINT
-  ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
-  CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
-  SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PLAN DETAILS

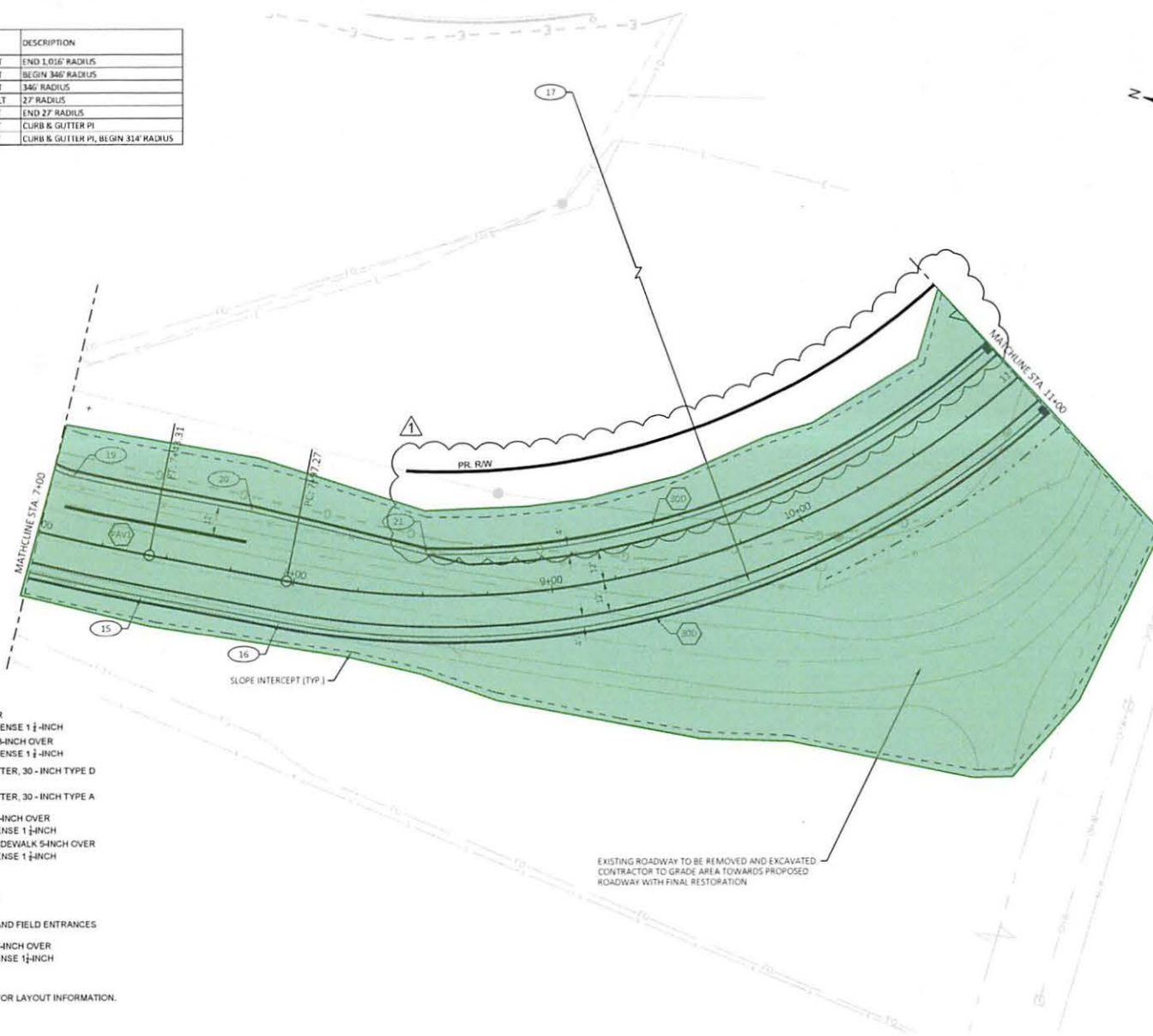
DATE: October 18, 2018

CP-3



R159

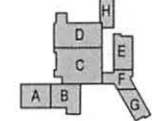
POINT NUMBER	STATION	OFFSET	DESCRIPTION
15	7+43.90	16.00 RT	END 1 016' RADIUS
16	7+97.27	16.00 RT	BEGIN 346' RADIUS
17	7+97.27	330.00 RT	346' RADIUS
18	7+07.99	51.00 RLT	27' RADIUS
19	7+07.99	24.00 LT	END 27' RADIUS
20	7+79.09	24.00 LT	CURB & GUTTER PI
21	8+51.17	16.00 LT	CURB & GUTTER PI, BEGIN 314' RADIUS



LEGEND

- PAV1 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/4-INCH
- PAV2 CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/4-INCH
- 30D CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- 30A CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- SW CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- CSW COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- CX CURB RAMP, TYPE X
- BTJ ASPHALTIC BUTT JOINT
- AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- DWY CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/4-INCH
- SN SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



NO.	DESCRIPTION	DATE
1	CB-001	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

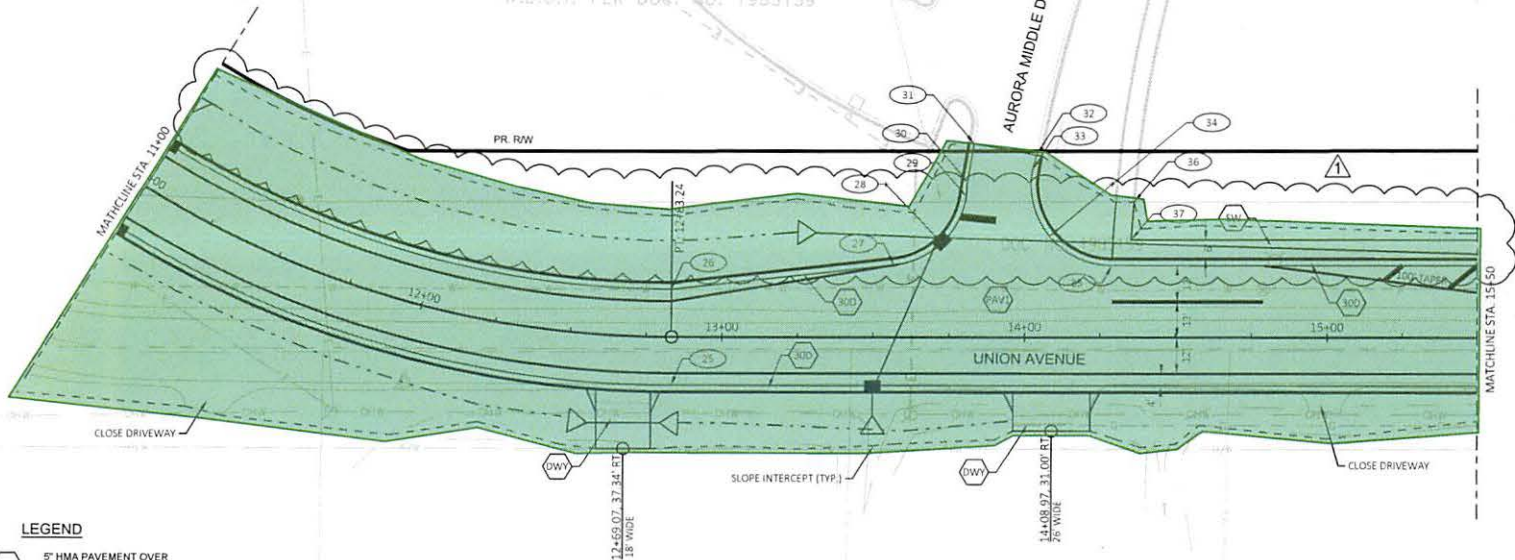
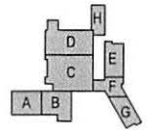
CP-3

POINT NUMBER	STATION	OFFSET	DESCRIPTION
25	12+83.24	16.00 RT	END 346' RADIUS
26	12+83.24	16.00 LT	END 314' RADIUS, BEGIN TAPER
27	13+56.80	24.12 LT	BEGIN 27' RADIUS
28	13+53.84	50.96 LT	27' RADIUS
29	13+80.51	46.77 LT	END 27' RADIUS
30	13+80.81	51.78 LT	TRANSITION TO 18-INCH CURB & GUTTER
31	13+83.10	64.50 LT	END CURB & GUTTER
32	14+03.75	60.67 LT	BEGIN CURB & GUTTER, TRANSITION TO 30-INCH
33	14+02.33	55.84 LT	BEGIN 27' RADIUS
34	14+28.89	51.00 LT	27' RADIUS
35	14+28.89	24.00 LT	END 27' RADIUS
36	14+36.10	45.01 LT	MATCH EXISTING SITE SIDEWALK
37	14+35.23	32.50 LT	SIDEWALK PI

KOHLER CO. PURCHASES FROM
W.D.O.T. PER DOC. NO. 1985159



GRÄEF
UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



LEGEND

- 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE CURB & GUTTER, 30-INCH TYPE D
- CONCRETE CURB & GUTTER, 30-INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

NO.	DESCRIPTION	DATE
1	CB-001	05/14/2020

PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2016

CP-3



R161

POINT NUMBER	STATION	OFFSET	DESCRIPTION
45	16+41.43	24.00' LT	CURB & GUTTER PI
46	16+61.43	16.00' LT	CURB & GUTTER PI
47	19+49.34	16.00' LT	BEGIN CURB & GUTTER TAPER
48	16+43.06	32.50' LT	SIDEWALK PI
49	16+58.06	26.50' LT	SIDEWALK PI
50	17+32.81	26.50' LT	SIDEWALK PI
51	17+32.81	45.31' LT	MATCH EXISTING SITE SIDEWALK
52	19+79.06	26.50' LT	SIDEWALK PI



NO.	DESCRIPTION	DATE
1	CB-001	05/14/2020

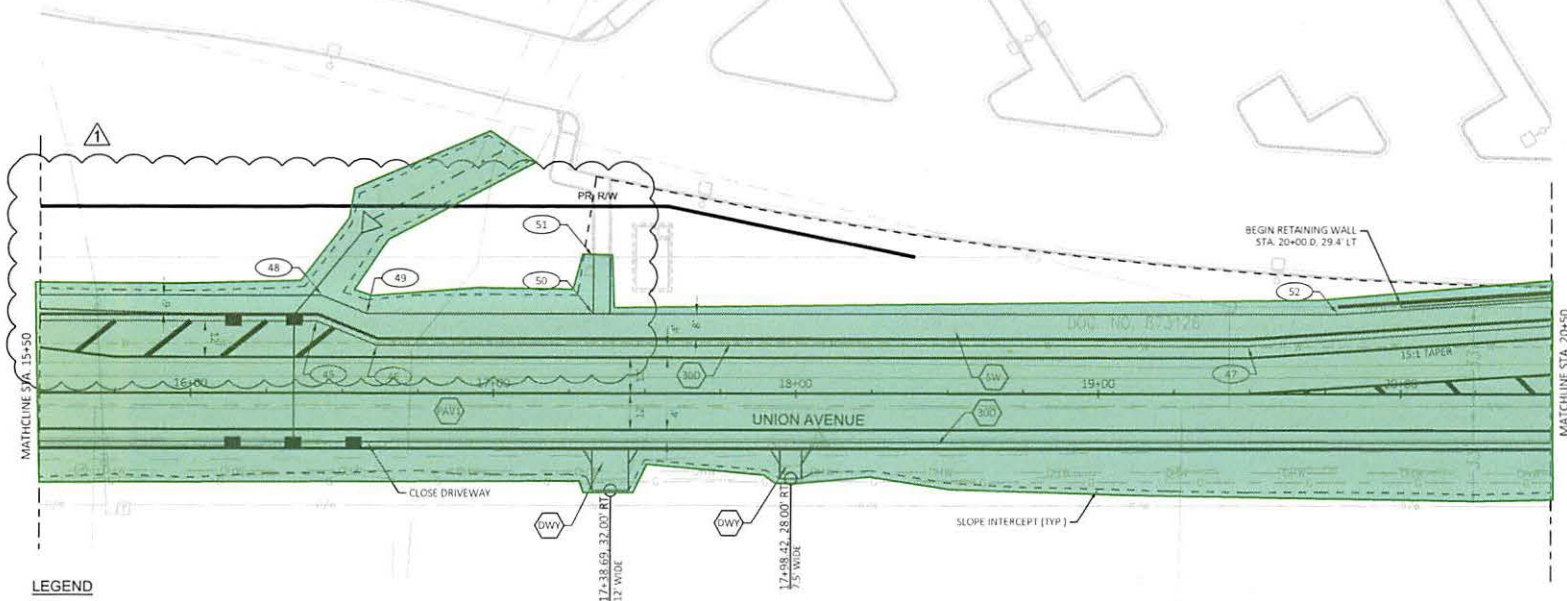
PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2016

CP-3

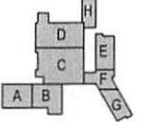
R162



LEGEND

-  5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
-  CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
-  CONCRETE CURB & GUTTER, 30 - INCH TYPE D
-  CONCRETE CURB & GUTTER, 30 - INCH TYPE A
-  CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
-  COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
-  CURB RAMP, TYPE X
-  ASPHALTIC BUTT JOINT
-  ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
-  CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
-  SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



NO	DESCRIPTION	DATE

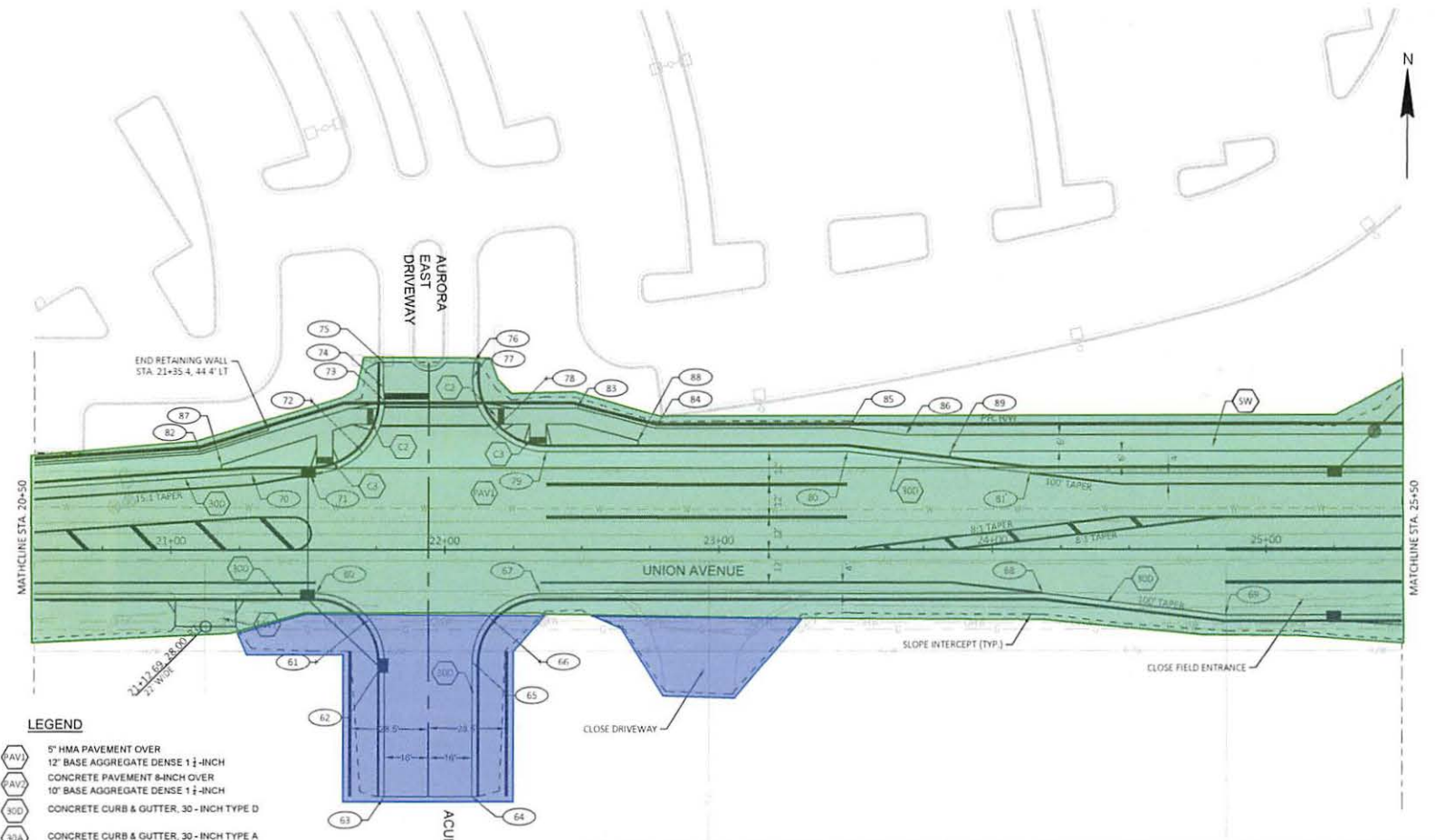
PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

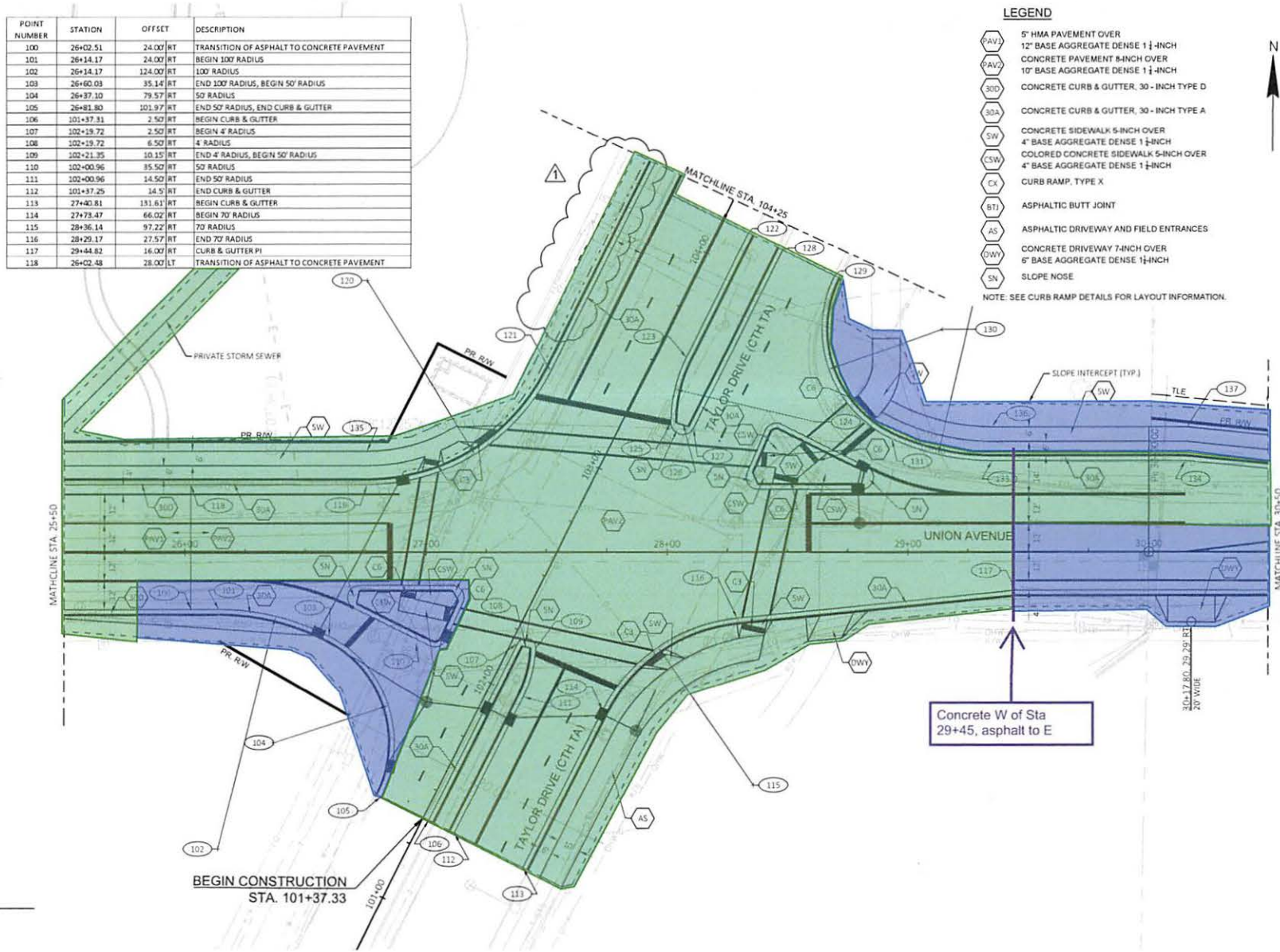
R163



- LEGEND**
- (PAV) 5" HMA PAVEMENT OVER 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (PAV2) CONCRETE PAVEMENT 8-INCH OVER 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (300) CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - (30A) CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - (SW) CONCRETE SIDEWALK 5-INCH OVER 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CSW) COLORED CONCRETE SIDEWALK 5-INCH OVER 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CX) CURB RAMP, TYPE X
 - (BTJ) ASPHALTIC BUTT JOINT
 - (AS) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (DWB) CONCRETE DRIVEWAY 7-INCH OVER 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (SN) SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

POINT NUMBER	STATION	OFFSET	DESCRIPTION	POINT NUMBER	STATION	OFFSET	DESCRIPTION
60	21+53.03	16.00' RT	BEGIN 25' RADIUS	75	21+77.47	69.00' LT	END CURB & GUTTER
61	21+53.03	41.00' RT	25' RADIUS	76	22+10.48	68.74' LT	BEGIN CURB & GUTTER, TRANSITION TO 30-INCH
62	21+78.03	40.99' RT	END 25' RADIUS	77	22+09.93	63.08' LT	BEGIN 27' RADIUS
63	21+78.06	90.38' RT	END CURB & GUTTER	78	22+36.93	63.00' LT	27' RADIUS
64	22+09.91	90.36' RT	BEGIN CURB & GUTTER	79	22+36.93	36.00' LT	END 27' RADIUS
65	22+10.03	41.02' RT	BEGIN 25' RADIUS	80	23+46.96	36.00' LT	CURB & GUTTER PI
66	22+35.03	41.00' RT	25' RADIUS	81	24+13.63	28.00' LT	CURB & GUTTER PI
67	22+35.03	16.00' RT	END 25' RADIUS	82	21+10.88	35.29' LT	SIDEWALK PI
68	24+18.45	16.00' RT	CURB & GUTTER PI, BEGIN 100' TAPER	83	22+48.04	52.07' LT	SIDEWALK PI
69	24+85.12	24.00' RT	CURB & GUTTER PI, END 100' TAPER	84	22+76.93	44.50' LT	SIDEWALK PI
70	21+29.34	28.00' LT	CURB & GUTTER PI	85	23+47.47	44.50' LT	SIDEWALK PI
71	21+50.88	28.00' LT	BEGIN 27' RADIUS	86	23+68.30	42.00' LT	SIDEWALK PI
72	21+50.88	55.00' LT	27' RADIUS	87	21+18.19	31.27' LT	SIDEWALK PI
73	21+77.88	54.29' LT	END 27' RADIUS	88	22+70.43	40.00' LT	SIDEWALK PI
74	21+77.42	58.29' LT	CURB & GUTTER TRANSITION TO 18-INCH	89	23+84.73	36.00' LT	SIDEWALK PI

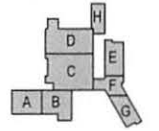
POINT NUMBER	STATION	OFFSET	DESCRIPTION
100	26+02.51	24.00 RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
101	26+14.17	24.00 RT	BEGIN 100' RADIUS
102	26+14.17	124.00 RT	100' RADIUS
103	26+60.03	35.14 RT	END 100' RADIUS, BEGIN 50' RADIUS
104	26+37.10	79.57 RT	50' RADIUS
105	26+81.80	101.97 RT	END 50' RADIUS, END CURB & GUTTER
106	101+37.31	2.50 RT	BEGIN CURB & GUTTER
107	102+18.72	2.50 RT	BEGIN 4' RADIUS
108	102+19.72	6.50 RT	4' RADIUS
109	102+21.35	10.15 RT	END 4' RADIUS, BEGIN 50' RADIUS
110	102+00.96	35.50 RT	50' RADIUS
111	102+00.96	14.50 RT	END 50' RADIUS
112	101+37.25	14.50 RT	END CURB & GUTTER
113	27+40.81	131.63 RT	BEGIN CURB & GUTTER
114	27+73.47	66.02 RT	BEGIN 70' RADIUS
115	28+36.14	97.22 RT	70' RADIUS
116	28+29.17	37.57 RT	END 70' RADIUS
117	29+44.82	16.00 RT	CURB & GUTTER PI
118	26+02.48	28.00 LT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT



- LEGEND**
- PAV3 5" HMA PAVEMENT OVER
 - PAV2 12" BASE AGGREGATE DENSE 1 1/4-INCH
 - PAV1 CONCRETE PAVEMENT 8-INCH OVER
 - 30D 10" BASE AGGREGATE DENSE 1 1/4-INCH
 - 30A CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - 30A CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - SW CONCRETE SIDEWALK 5-INCH OVER
 - CSW 4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CSW COLORED CONCRETE SIDEWALK 5-INCH OVER
 - CK 4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CK CURB RAMP, TYPE X
 - B7J ASPHALTIC BUTT JOINT
 - AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - DWY CONCRETE DRIVEWAY 7-INCH OVER
 - DWY 6" BASE AGGREGATE DENSE 1 1/4-INCH
 - SN SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE
1	REVISION	DATE
2	REVISION	DATE
3	REVISION	DATE
4	REVISION	DATE
5	REVISION	DATE
6	REVISION	DATE
7	REVISION	DATE
8	REVISION	DATE
9	REVISION	DATE
10	REVISION	DATE

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

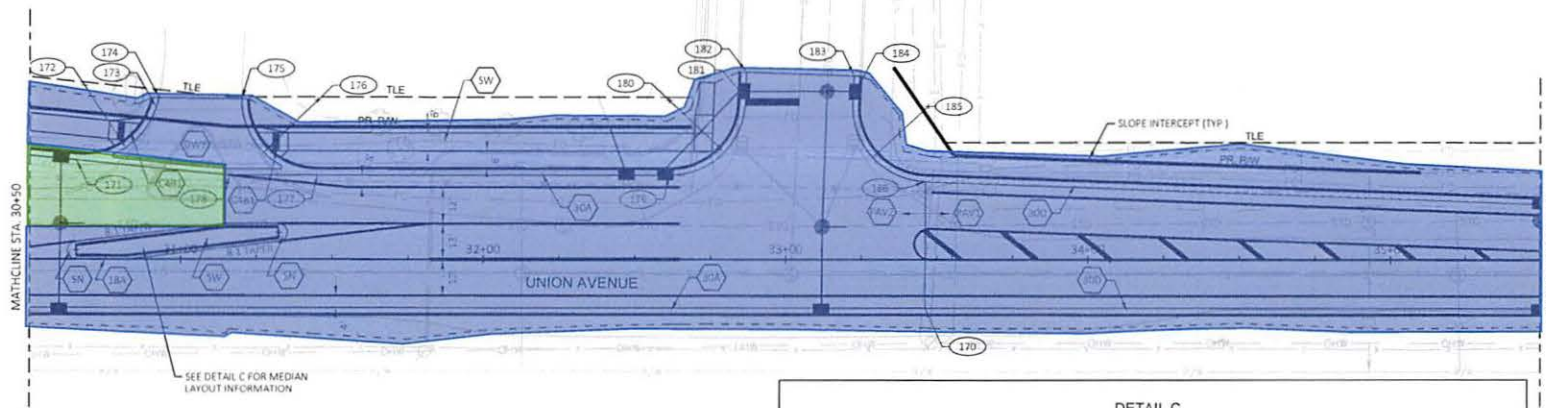


R164

POINT NUMBER	STATION	OFFSET	DESCRIPTION
170	33+46.16	16.00 RT	TRANSITION FROM CONCRETE TO ASPHALT PAVEMENT
171	30+65.35	33.00 LT	BEGIN 25' RADIUS
172	30+67.83	57.91 LT	25' RADIUS
173	30+91.70	50.45 LT	END 25' RADIUS
174	30+92.72	53.73 LT	END CURB & GUTTER
175	31+20.03	53.34 LT	BEGIN 25' RADIUS
176	31+45.03	53.00 LT	25' RADIUS
177	31+45.03	28.00 LT	END 25' RADIUS
178	31+16.11	28.00 LT	CURB & GUTTER PI
179	32+61.40	28.00 LT	BEGIN 25' RADIUS
180	32+61.40	53.00 LT	25' RADIUS
181	32+86.39	53.96 LT	END 25' RADIUS
182	32+86.34	62.36 LT	END CURB & GUTTER
183	33+22.48	61.34 LT	BEGIN CURB & GUTTER
184	33+22.18	54.16 LT	BEGIN 25' RADIUS
185	33+47.07	50.95 LT	25' RADIUS
186	33+46.16	25.97 LT	END 25' RADIUS, TRANSITION FROM CONCRETE TO ASPHALT



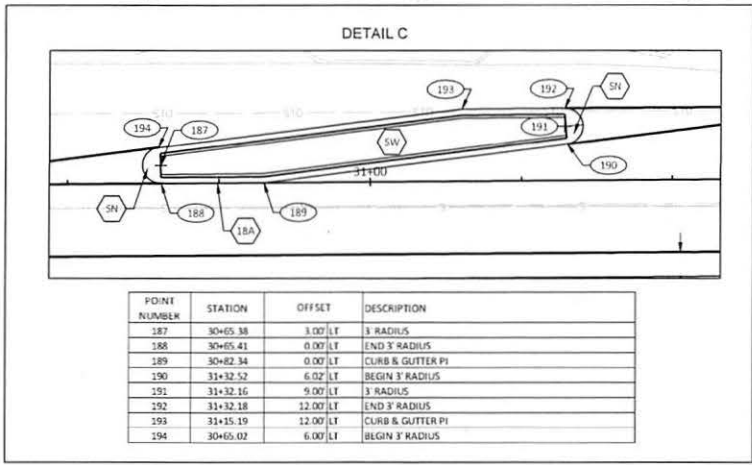
GEORGIA AVENUE



SEE DETAIL C FOR MEDIAN LAYOUT INFORMATION

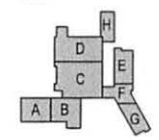
LEGEND

- (PAV2) 5" HMA PAVEMENT OVER
 - (PAV2) 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (PAV2) CONCRETE PAVEMENT 8-INCH OVER
 - (PAV2) 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (30D) CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - (30A) CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - (30A) CONCRETE SIDEWALK 5-INCH OVER
 - (SW) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CSW) COLORED CONCRETE SIDEWALK 5-INCH OVER
 - (CSW) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CX) CURB RAMP, TYPE X
 - (BTJ) ASPHALTIC BUTT JOINT
 - (AS) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (DWY) CONCRETE DRIVEWAY 7-INCH OVER
 - (DWY) 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (SN) SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



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UNION AVENUE
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PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3



R166

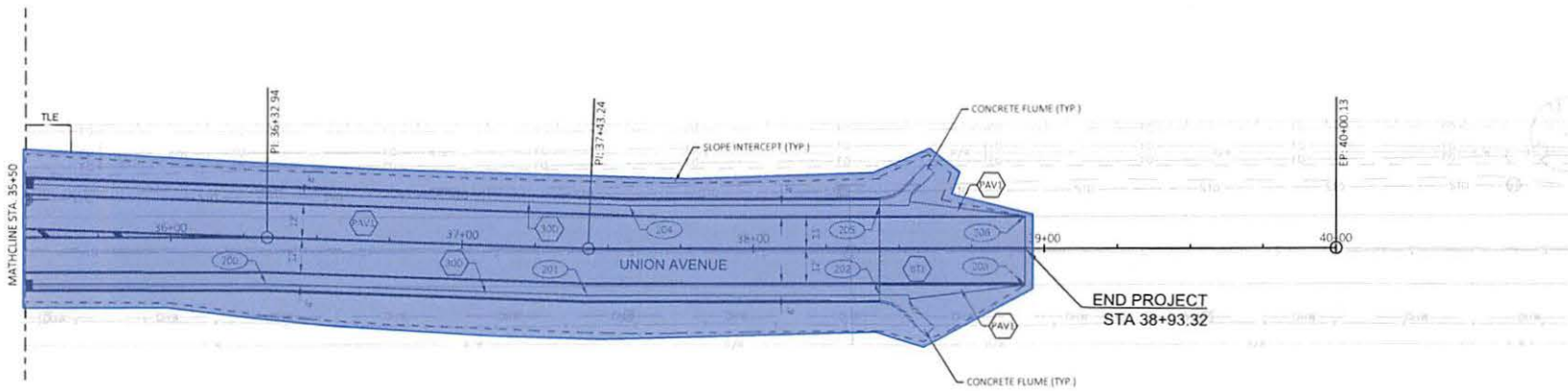
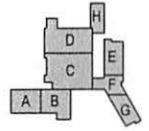
POINT NUMBER	STATION	OFFSET	DESCRIPTION
200	36+32.65	16.00 RT	CURB & GUTTER PI
201	37+43.24	16.00 RT	CURB & GUTTER PI
202	38+43.34	16.00 RT	END CURB & GUTTER
203	38+93.34	12.64 RT	END BUTT JOINT
204	37+57.34	15.00 LT	CURB & GUTTER PI
205	38+43.30	15.00 LT	END CURB & GUTTER
206	38+93.31	11.12 LT	END BUTT JOINT



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UNION AVENUE
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LEGEND

- 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE CURB & GUTTER, 30-INCH TYPE D
- CONCRETE CURB & GUTTER, 30-INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

VOL	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

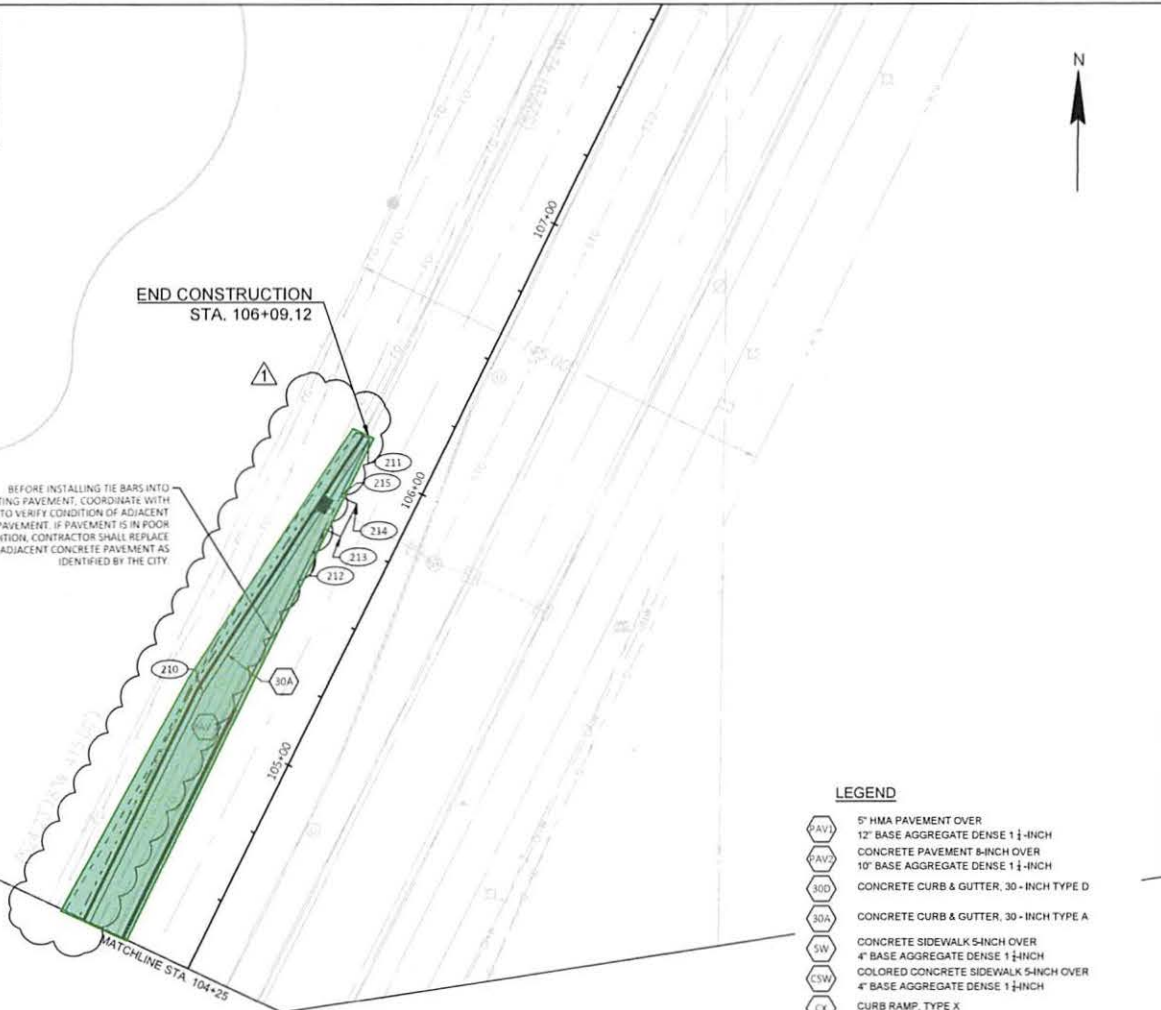


R167

POINT NUMBER	STATION	OFFSET	DESCRIPTION
210	105+09.12	36.00' LT	CURB & GUTTER PI
211	106+09.12	24.00' LT	END CURB & GUTTER, MATCH EXISTING
212	105+75.70	24.00' LT	PAVEMENT PI
213	105+75.70	18.04' LT	PAVEMENT PI
214	105+87.70	18.04' LT	PAVEMENT PI
215	105+87.70	24.00' LT	PAVEMENT PI

END CONSTRUCTION
STA. 106+09.12

BEFORE INSTALLING TIE BARS INTO EXISTING PAVEMENT, COORDINATE WITH CITY TO VERIFY CONDITION OF ADJACENT PAVEMENT. IF PAVEMENT IS IN POOR CONDITION, CONTRACTOR SHALL REPLACE ADJACENT CONCRETE PAVEMENT AS IDENTIFIED BY THE CITY.



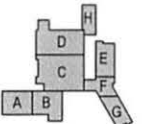
LEGEND

- 5' HMA PAVEMENT OVER
- 12' BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE PAVEMENT 8-INCH OVER
- 10' BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER
- 4' BASE AGGREGATE DENSE 1 1/2-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
- 4' BASE AGGREGATE DENSE 1 1/2-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER
- 6' BASE AGGREGATE DENSE 1 1/2-INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE
1	CB-001	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 16, 2018

CP-3



R168



NO.	DESCRIPTION	DATE

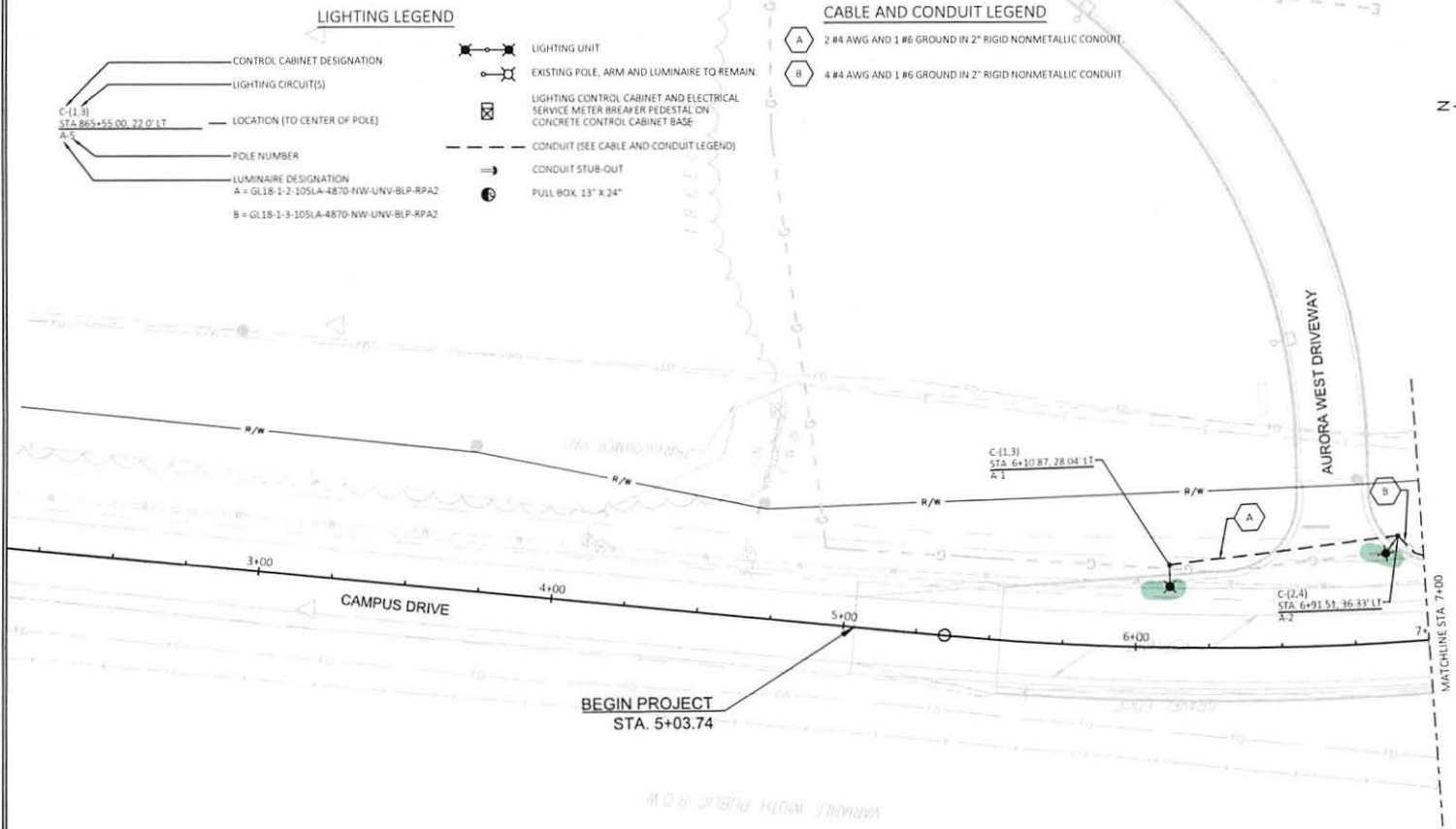
PROJECT NO: 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3

R199



LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF PDE)
- PDE NUMBER
- LUMINAIRE DESIGNATION
- A - GL18-1-2-105LA-4870-NW-UNV-BLP-RPAZ
- B - GL18-1-3-105LA-4870-NW-UNV-BLP-RPAZ
- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX 13" X 24"

CABLE AND CONDUIT LEGEND

- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT

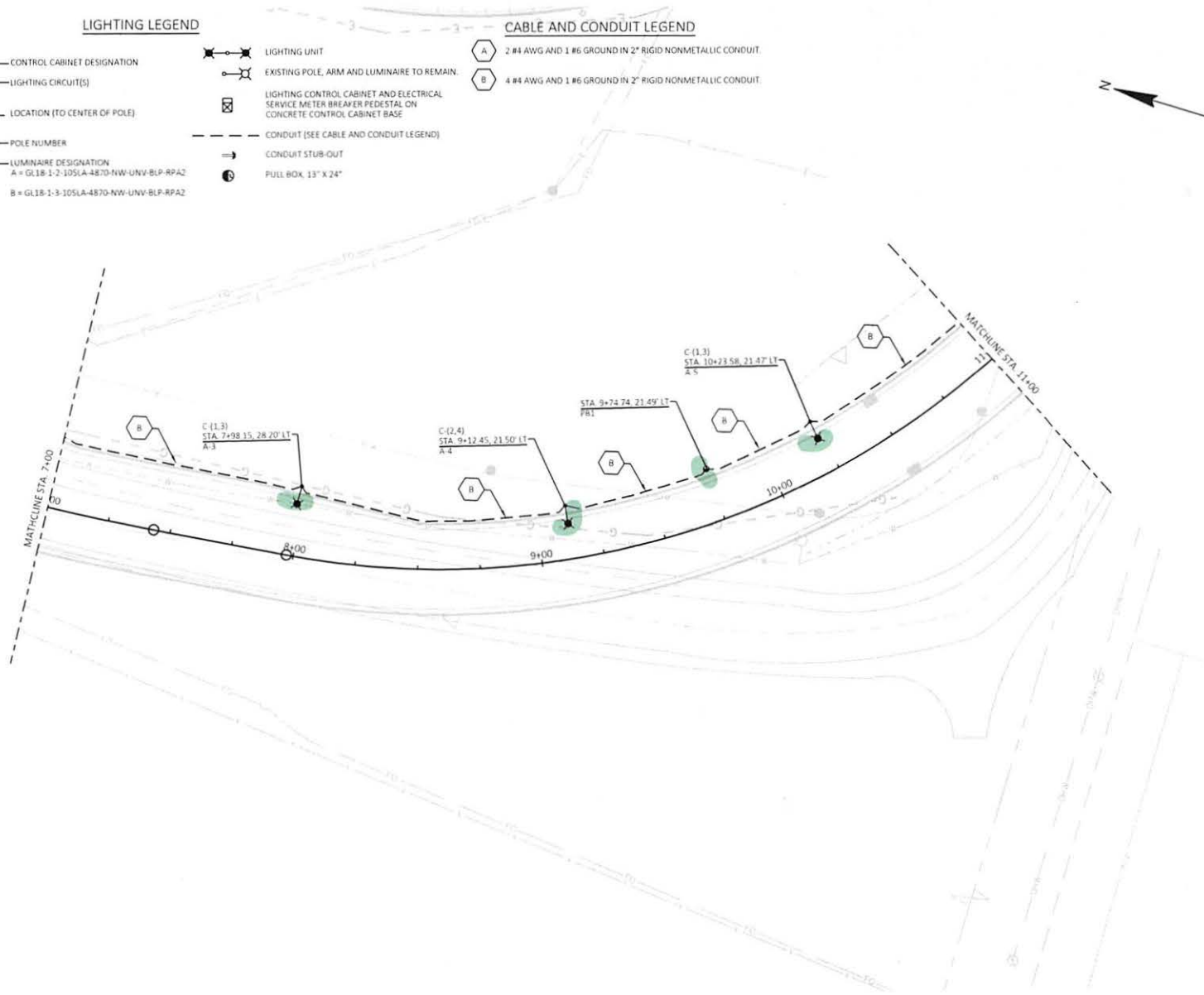
LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GL18-1-2-105LA-4870-NW-UNV-BLP-RPA2
B = GL18-1-3-105LA-4870-NW-UNV-BLP-RPA2

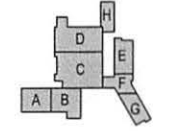
- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT [SEE CABLE AND CONDUIT LEGEND]
- CONDUIT STUB-OUT
- FULL BOX, 13' X 24'

CABLE AND CONDUIT LEGEND

- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE

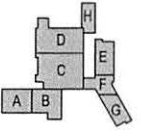
PROJECT NO. 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3





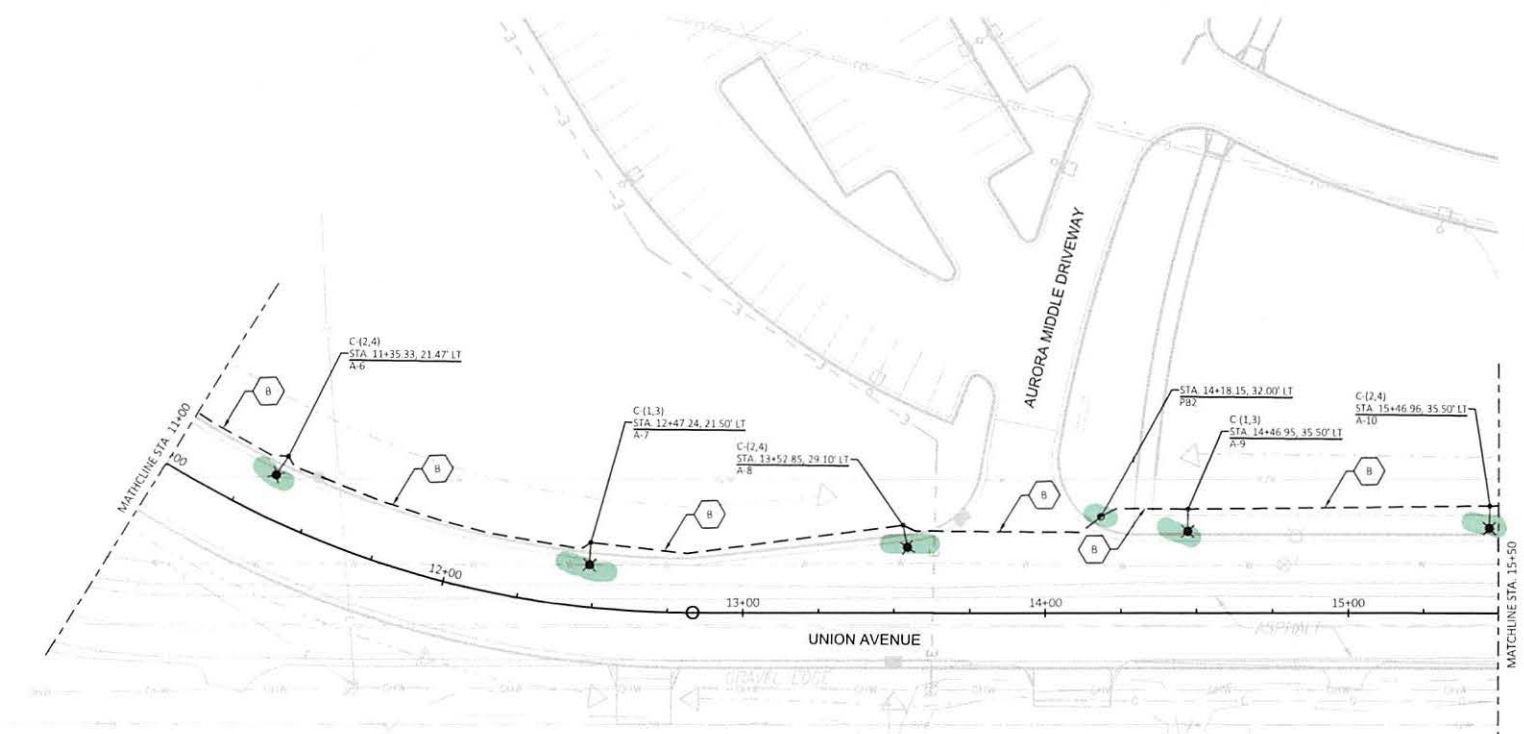
NO.	DESCRIPTION	DATE

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LIGHTING PLAN

DATE: October 18, 2018
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R201

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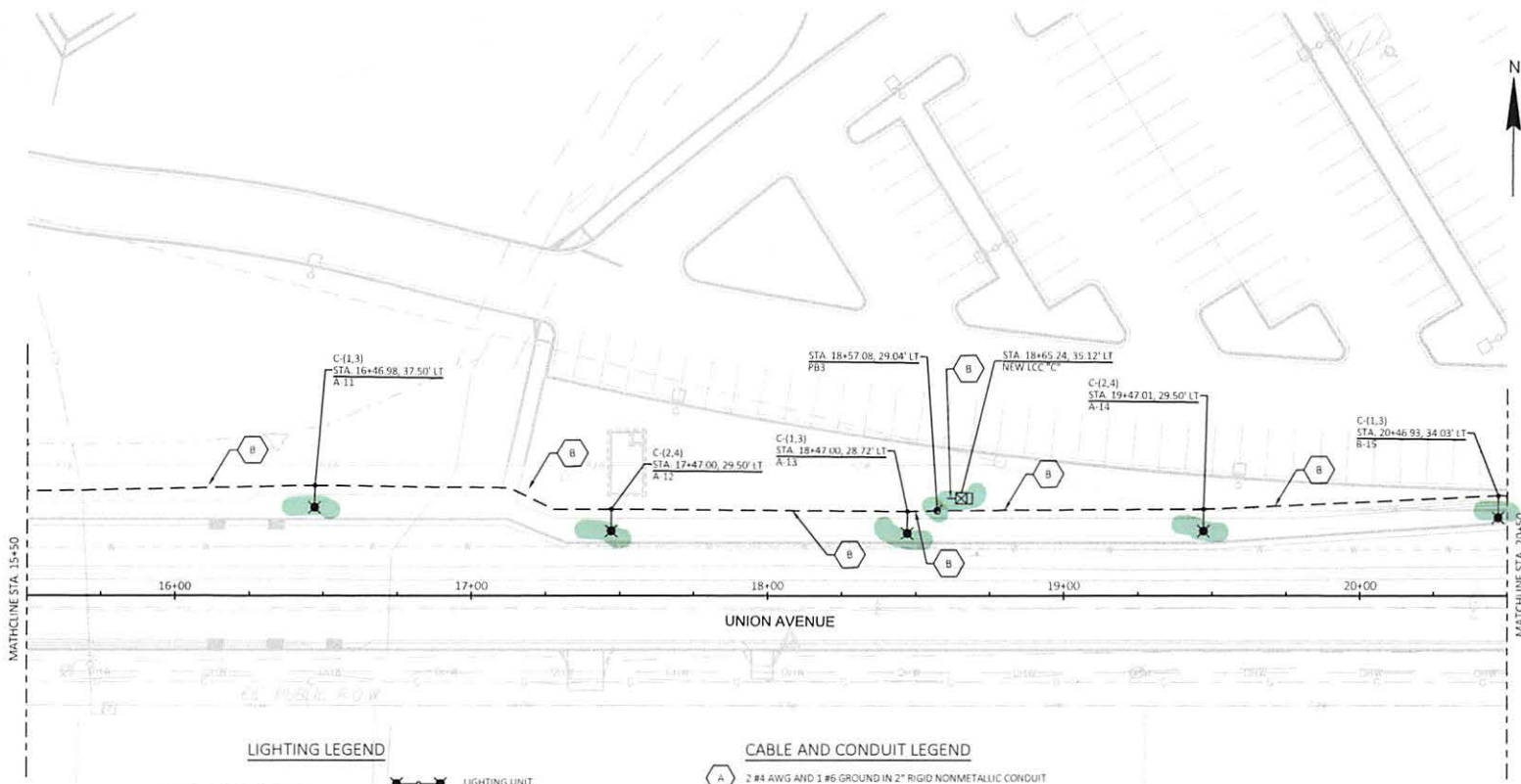
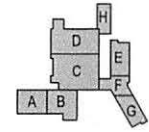


LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
 A = GL18-1-2-105LA-4870-NW-UNV-BLP-RPA2
 B = GL18-1-3-105LA-4870-NW-UNV-BLP-RPA2
- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- FULL BOX 13" X 24"

CABLE AND CONDUIT LEGEND

- 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT



LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
 A = GL18-1-2-105LA-4870-NW-UNV-BLP-RPA2
 B = GL18-1-3-105LA-4870-NW-UNV-BLP-RPA2

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX 13" X 24"

CABLE AND CONDUIT LEGEND

- 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT

NO	DESCRIPTION	DATE

PROJECT NO: 2017-0154

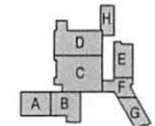
LIGHTING PLAN

DATE: October 16, 2018

CP-3



R202



NO.	DESCRIPTION	DATE

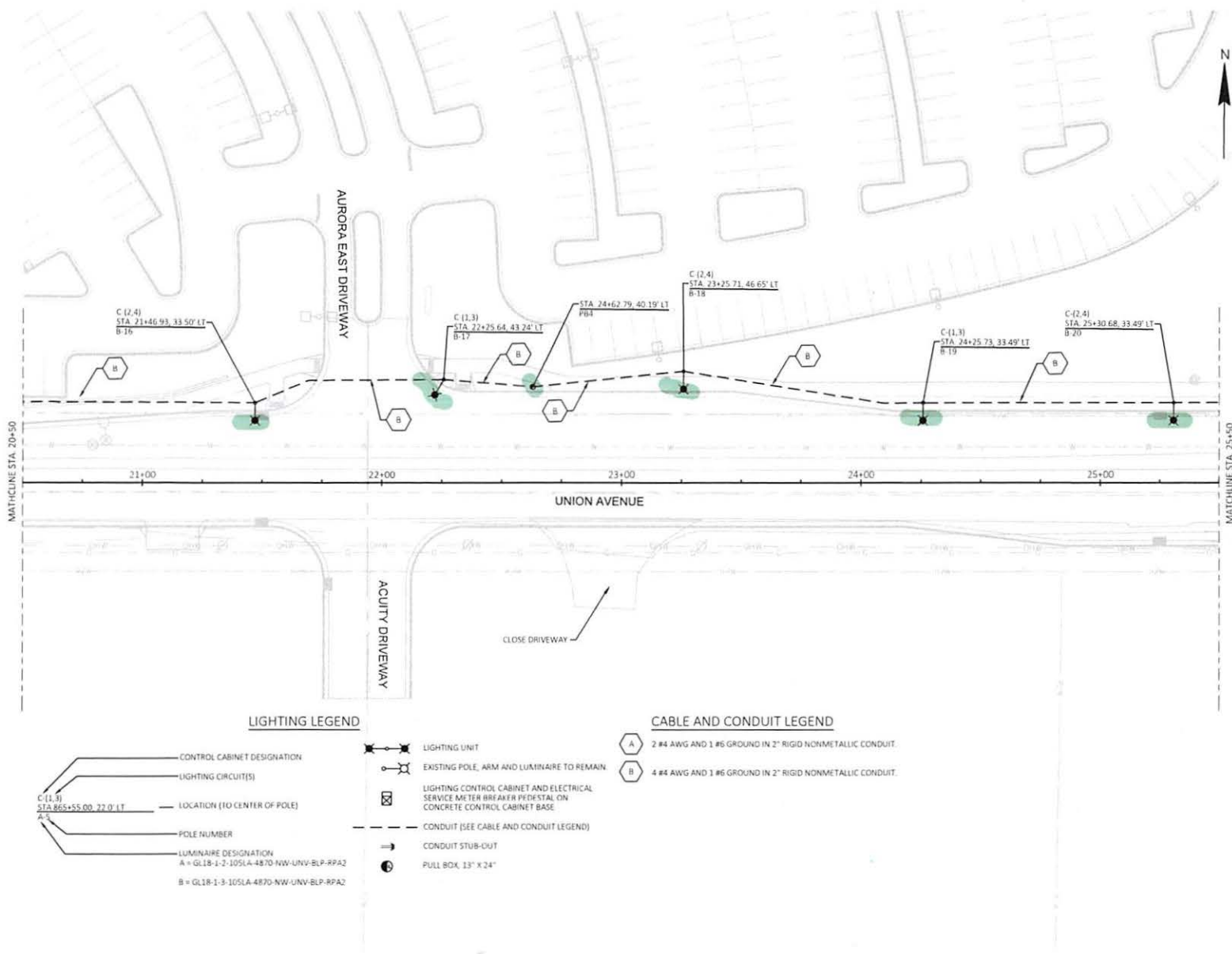
PROJECT NO. 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3

R203

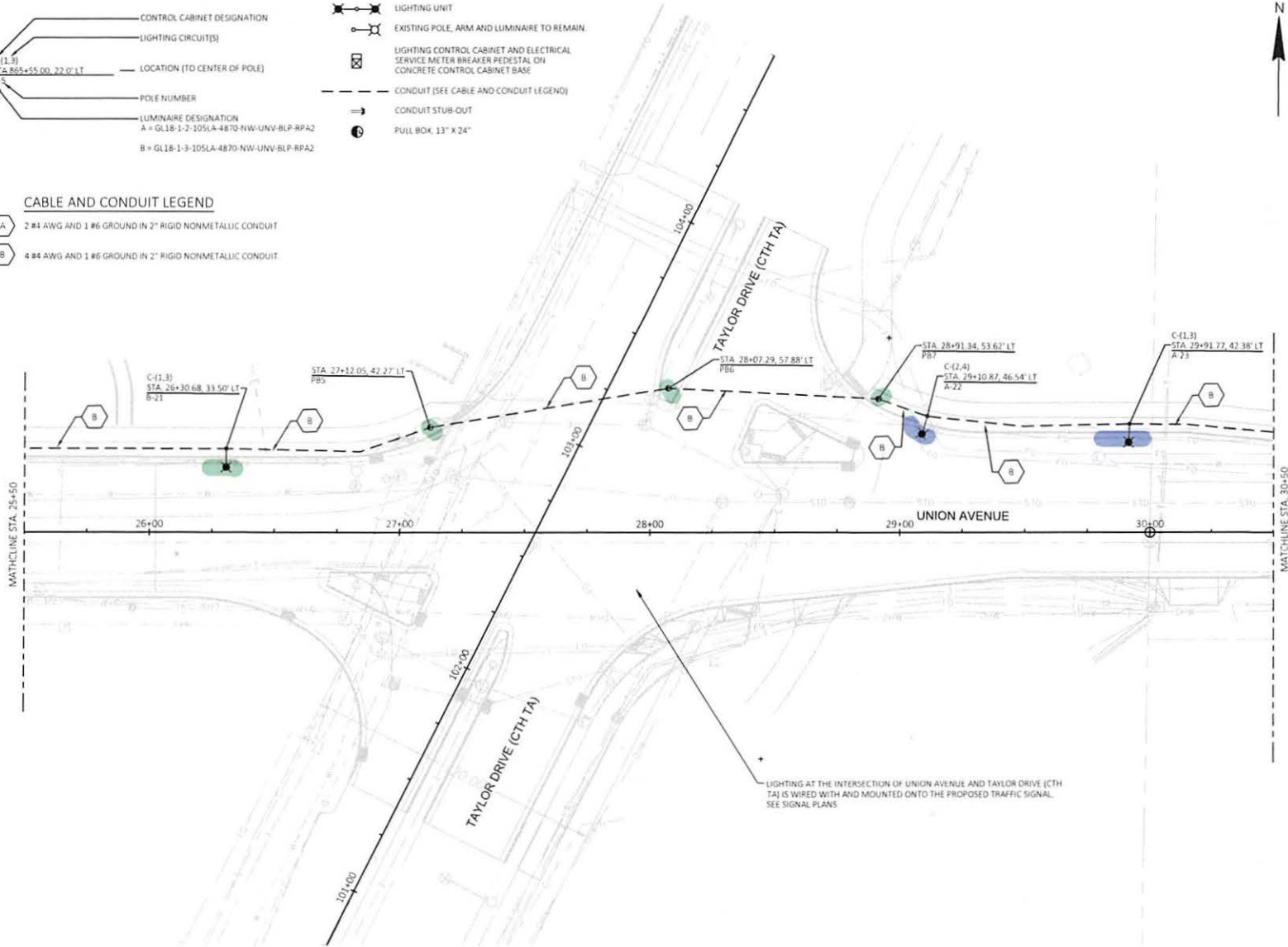


LIGHTING LEGEND

- | | | | |
|--|------------------------------|--|---|
| | CONTROL CABINET DESIGNATION | | LIGHTING UNIT |
| | LIGHTING CIRCUIT(S) | | EXISTING POLE, ARM AND LUMINAIRE TO REMAIN |
| | LOCATION (TO CENTER OF POLE) | | LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE |
| | POLE NUMBER | | CONDUIT (SEE CABLE AND CONDUIT LEGEND) |
| | LUMINAIRE DESIGNATION | | CONDUIT STUB-OUT |
| | LUMINAIRE DESIGNATION | | PULL BOX, 13" X 24" |

CABLE AND CONDUIT LEGEND

- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT



LIGHTING AT THE INTERSECTION OF UNION AVENUE AND TAYLOR DRIVE (CTH TA) IS WIRED WITH AND MOUNTED ONTO THE PROPOSED TRAFFIC SIGNAL. SEE SIGNAL PLANS



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3



R204

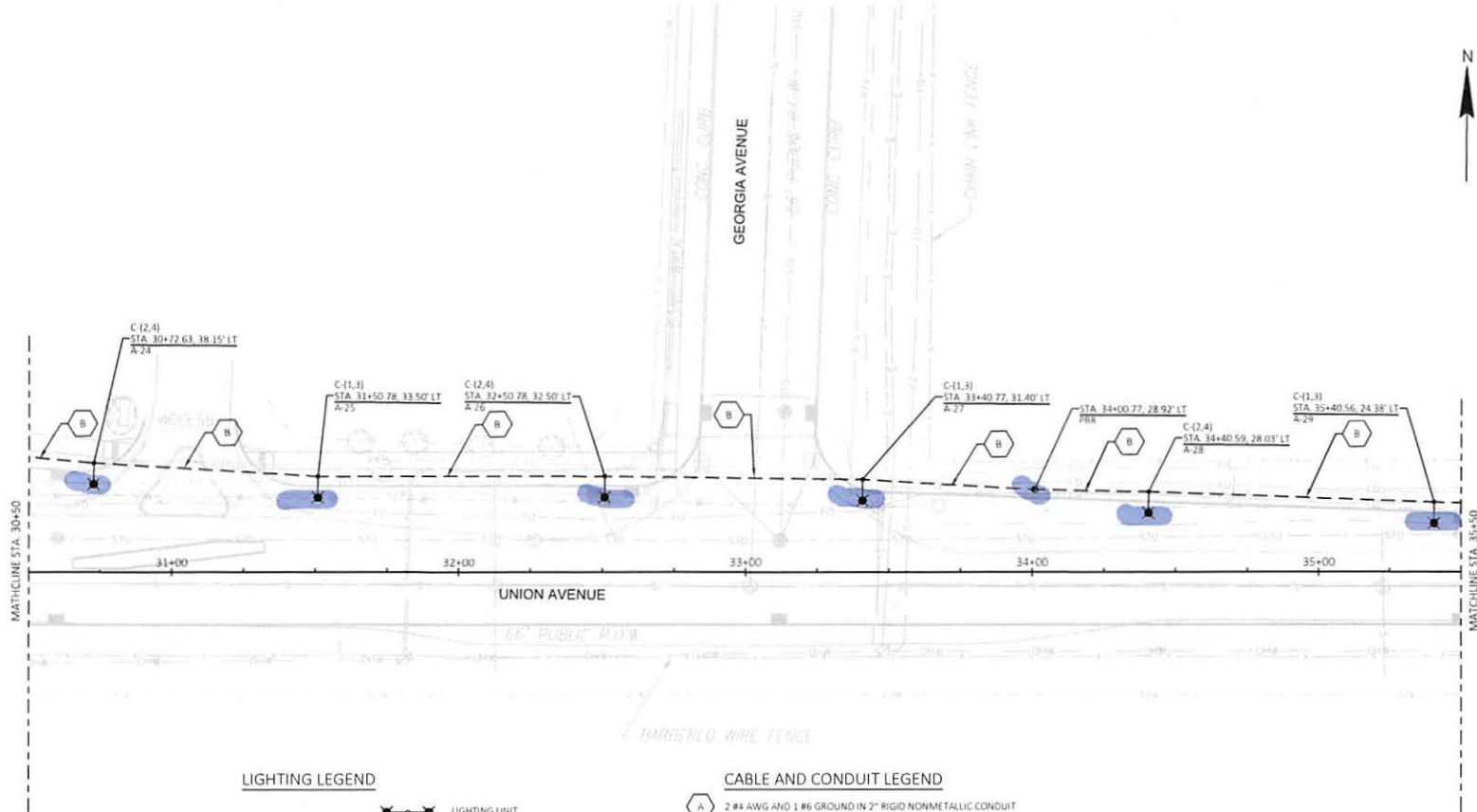
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UNION AVENUE
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LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
 A = GL18-1-2-10SLA-4870-NW-UNV-BLP-RPA2
 B = GL18-1-3-10SLA-4870-NW-UNV-BLP-RPA2

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX 13" X 24"

CABLE AND CONDUIT LEGEND

- 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT

NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

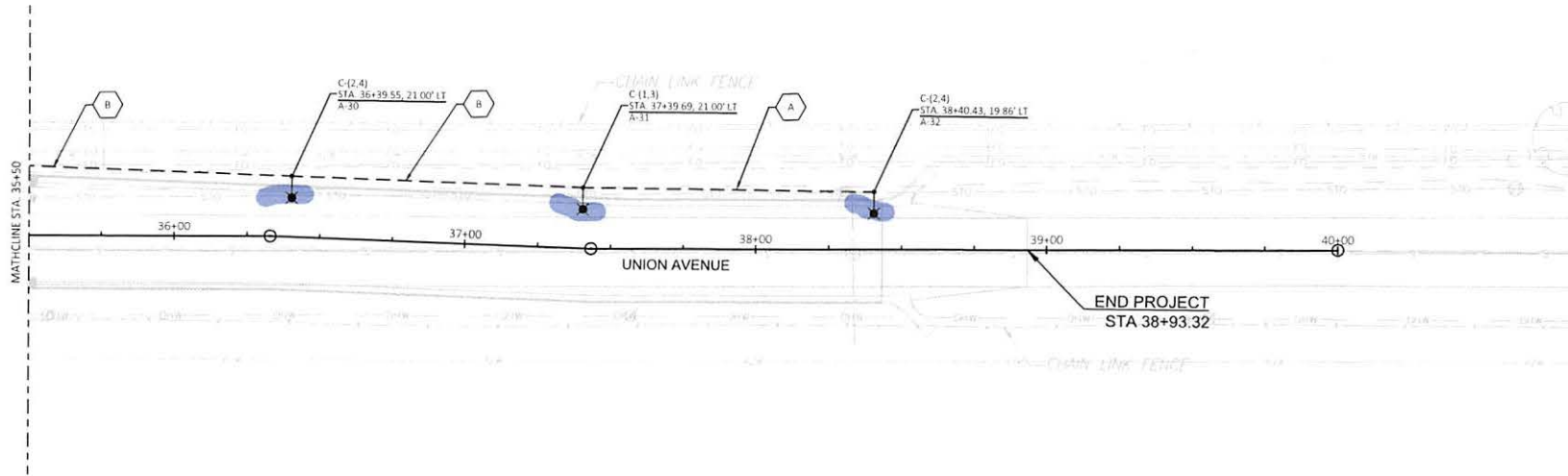
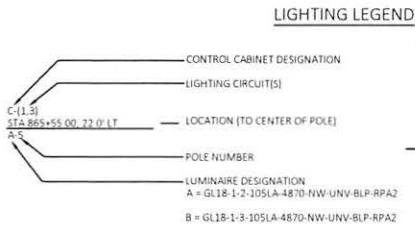
LIGHTING PLAN

DATE: October 18, 2018

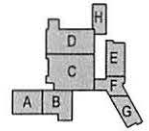
CP-3



R205



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
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SHEBOYGAN, WI



NO	DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

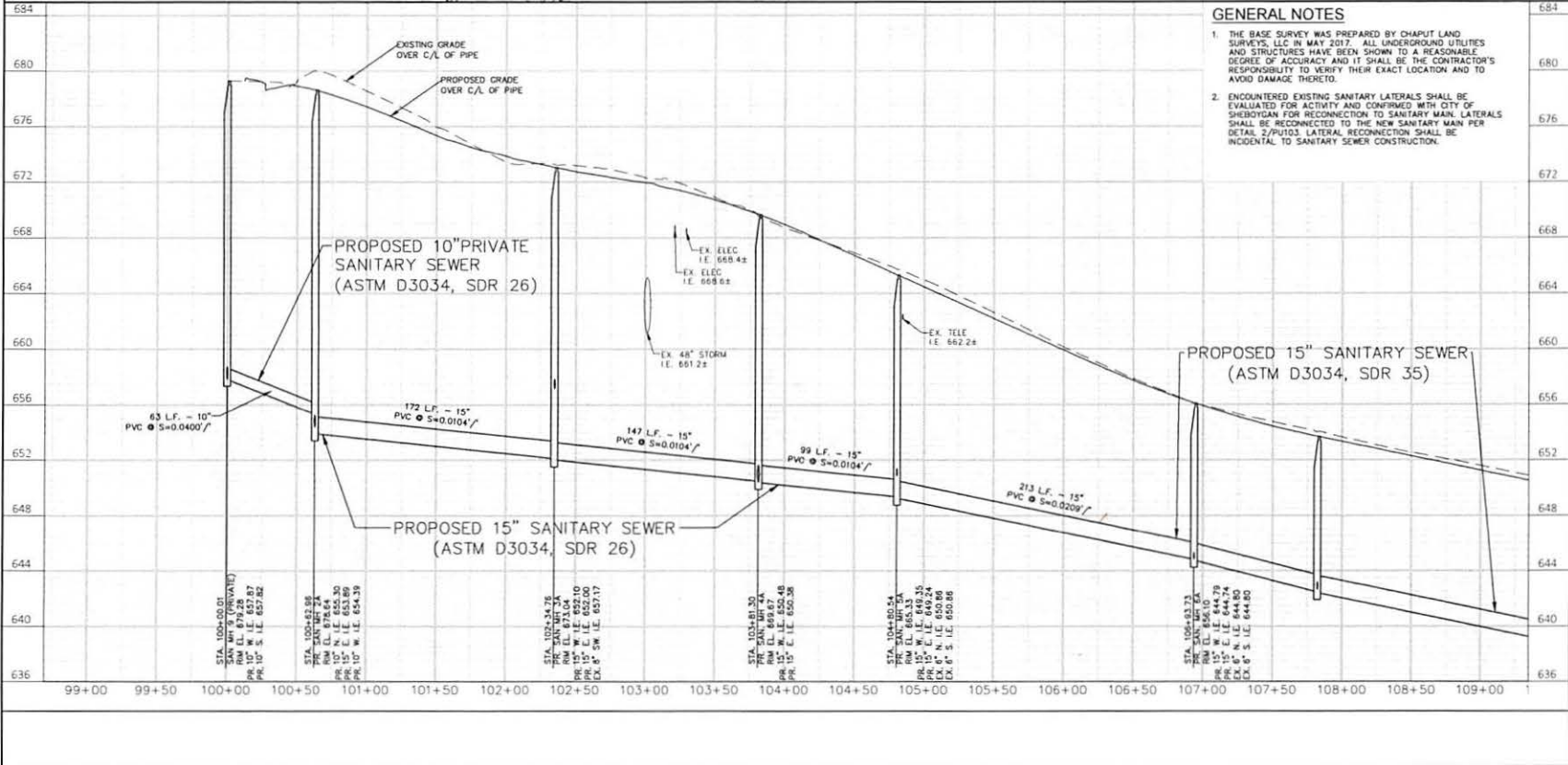
DATE: October 18, 2018

CP-3



R206

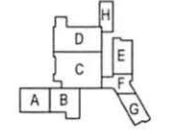
© COPYRIGHT HAMMILL, GREEN AND ABRAHAMSON, INC.



- GENERAL NOTES**
1. THE BASE SURVEY WAS PREPARED BY CHAPUT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.
 2. ENCOUNTERED EXISTING SANITARY LATERALS SHALL BE EVALUATED FOR ACTIVITY AND CONFIRMED WITH CITY OF SHEBOYGAN FOR RECONNECTION TO SANITARY MAIN. LATERALS SHALL BE RECONNECTED TO THE NEW SANITARY MAIN PER DETAIL 2/P1013. LATERAL RECONNECTION SHALL BE INCIDENTAL TO SANITARY SEWER CONSTRUCTION.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE

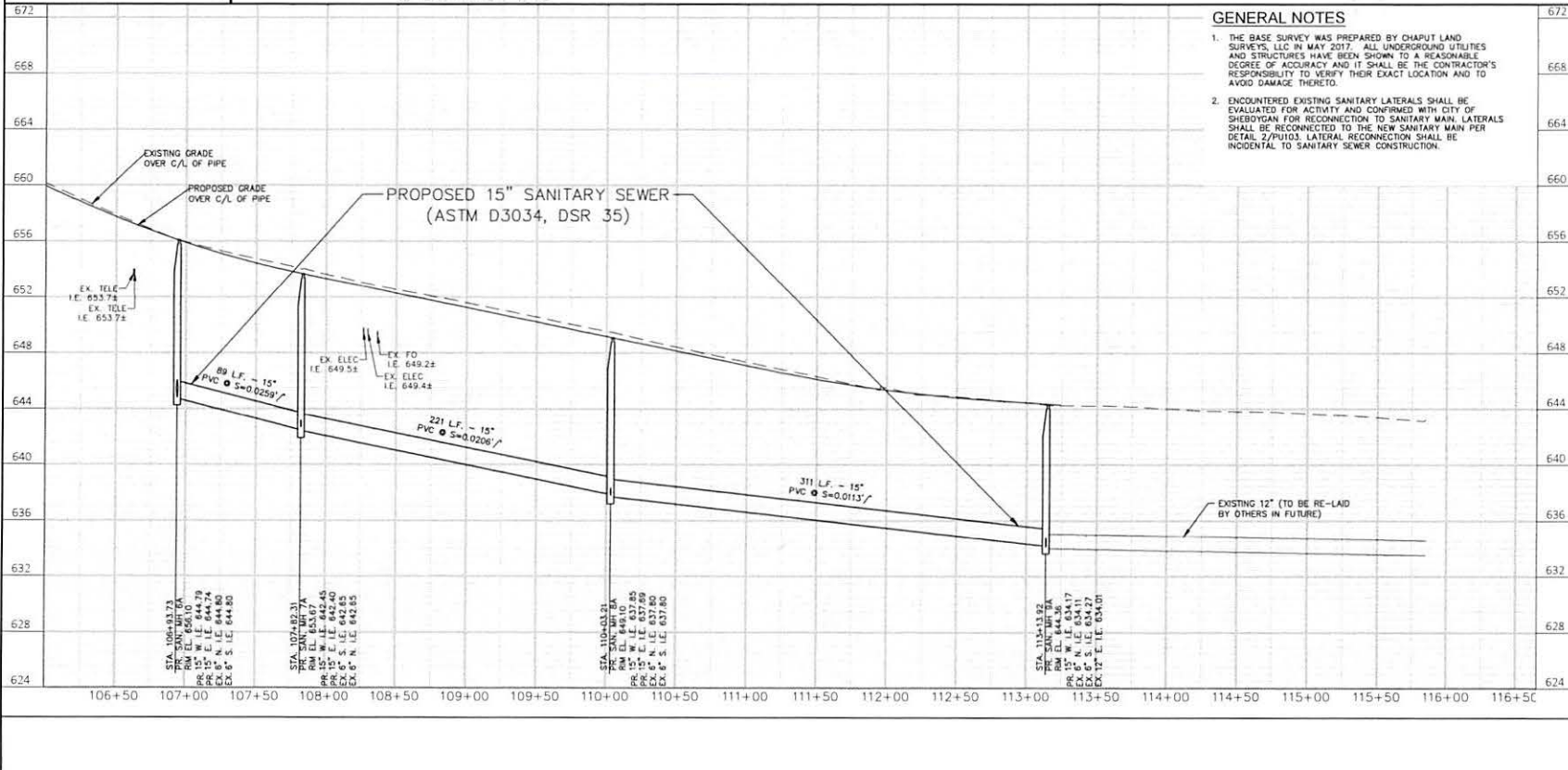
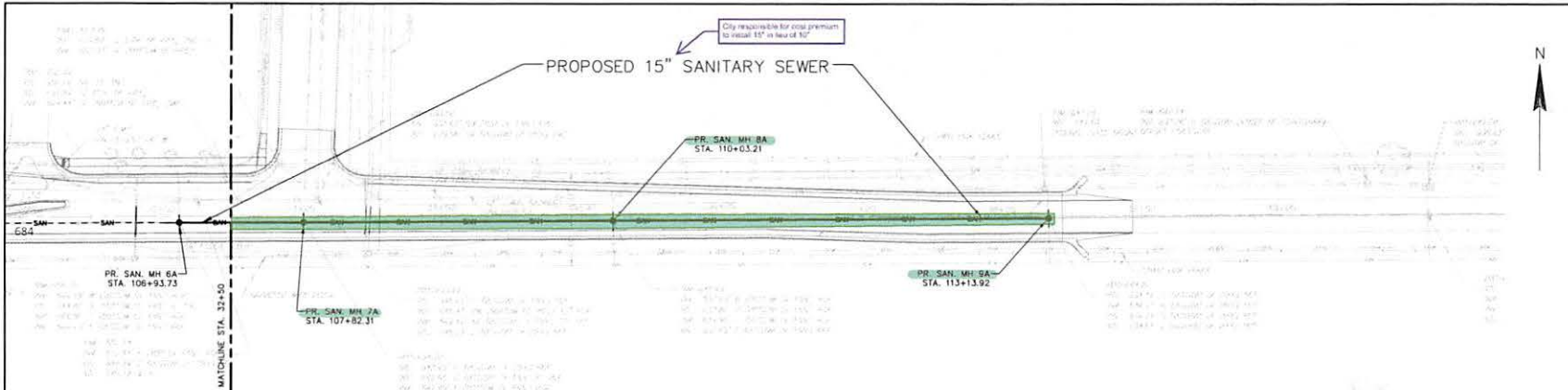
PROJECT NO. 2017-0154

PUBLIC SANITARY SEWER

DATE: April 03, 2020

CP-3

PU100

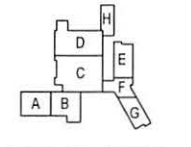


GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY CHAPUT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THEREOF.
2. ENCOUNTERED EXISTING SANITARY LATERALS SHALL BE EVALUATED FOR ACTIVITY AND COMPARED WITH CITY OF SHEBOYGAN FOR RECONNECTION TO SANITARY MAIN. LATERALS SHALL BE RECONNECTED TO THE NEW SANITARY MAIN PER DETAIL 2/PUI03. LATERAL RECONNECTION SHALL BE INCIDENTAL TO SANITARY SEWER CONSTRUCTION.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI

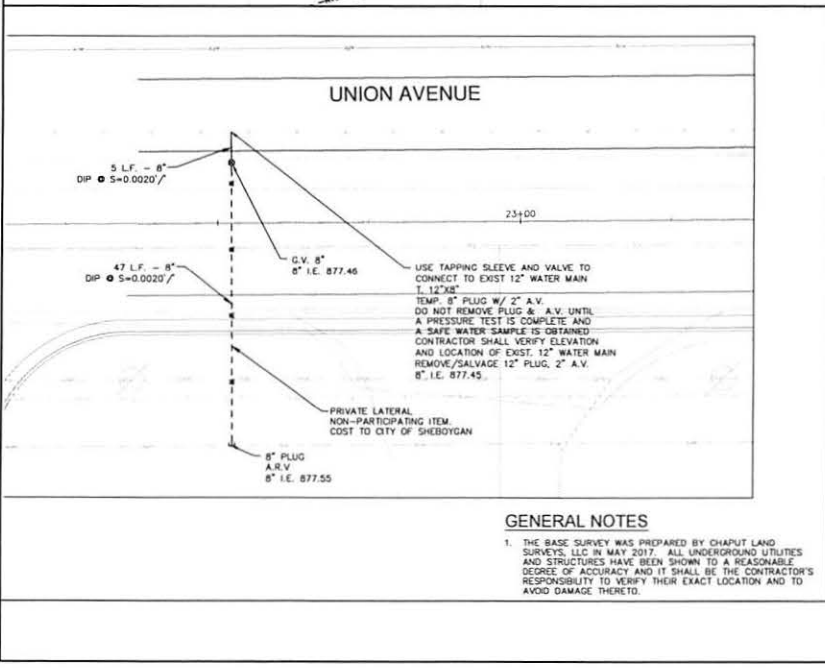
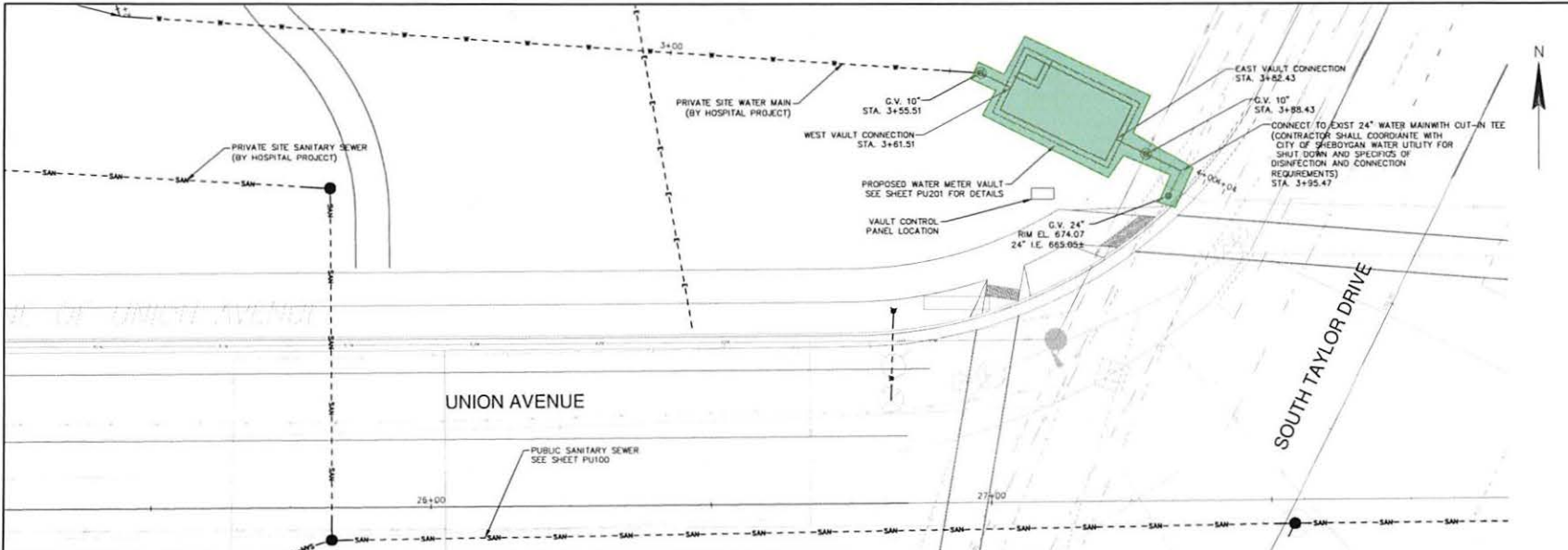


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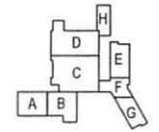
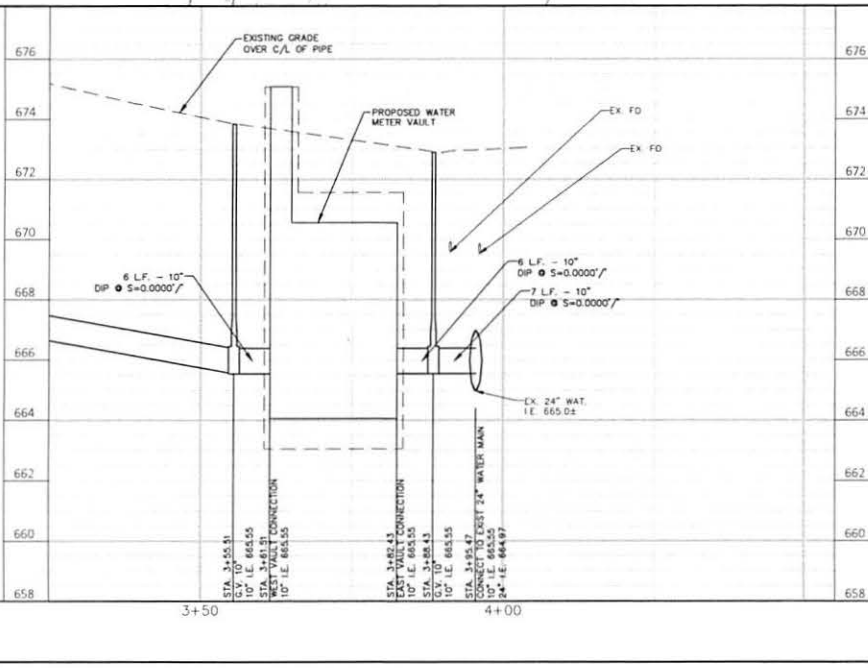
PROJECT NO. 2017-0154
PUBLIC SANITARY SEWER
DATE: April 03, 2020
CP-3

PU101

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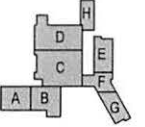
GENERAL NOTES
1. THE BASE SURVEY WAS PREPARED BY CHAPUT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THEREOF.



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154
PUBLIC WATER MAIN
DATE: April 03, 2020
CP-3

PU200



NO	DESCRIPTION	DATE
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PROJECT NO: 2017-0154

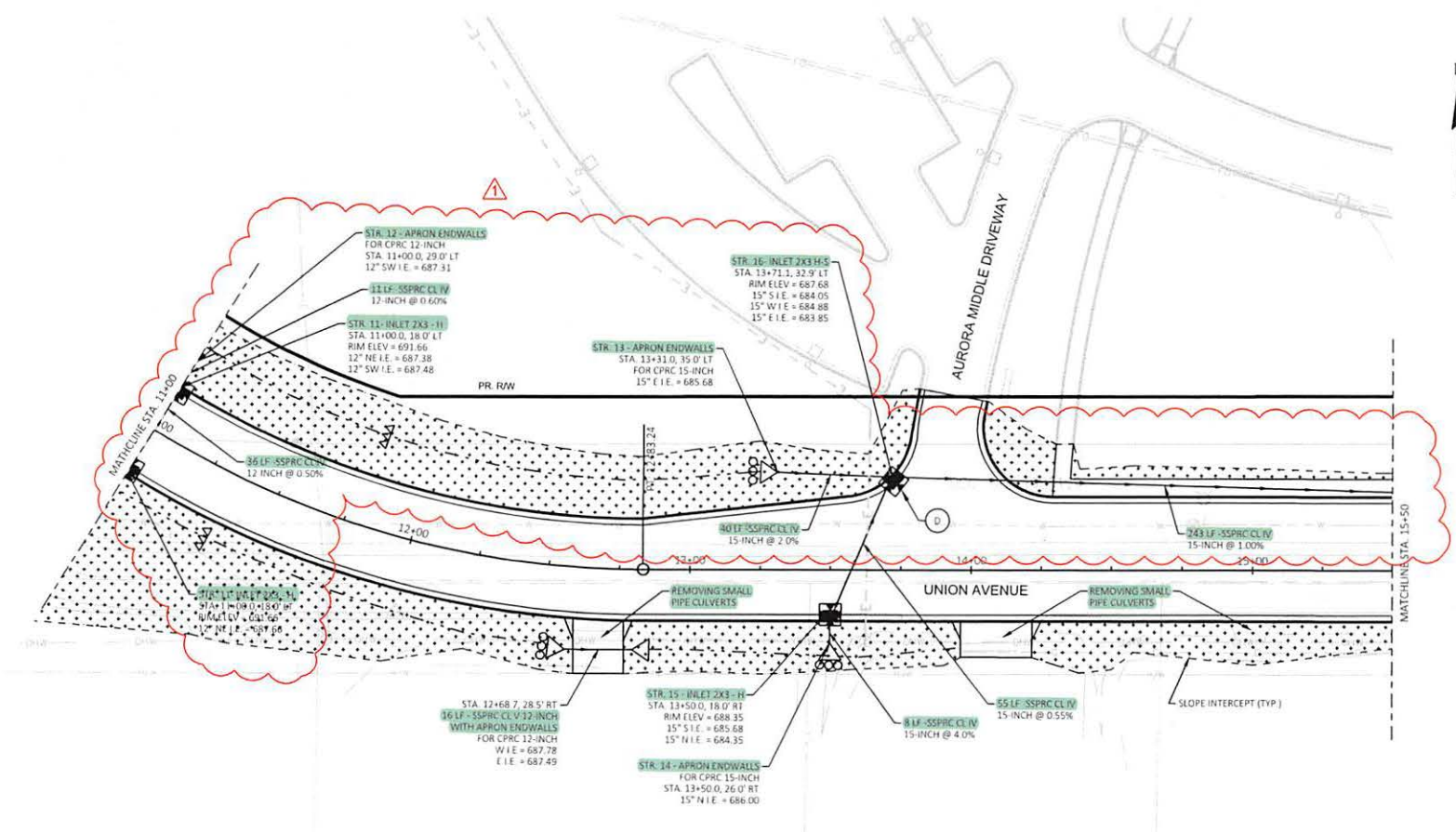
DRAINAGE & EROSION CONTROL

DATE: October 18, 2018

CP-3

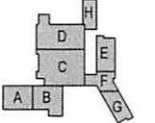


R179



- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE





NO	DESCRIPTION	DATE
▲	CB-001	05/14/2020

PROJECT NO: 2017-0154

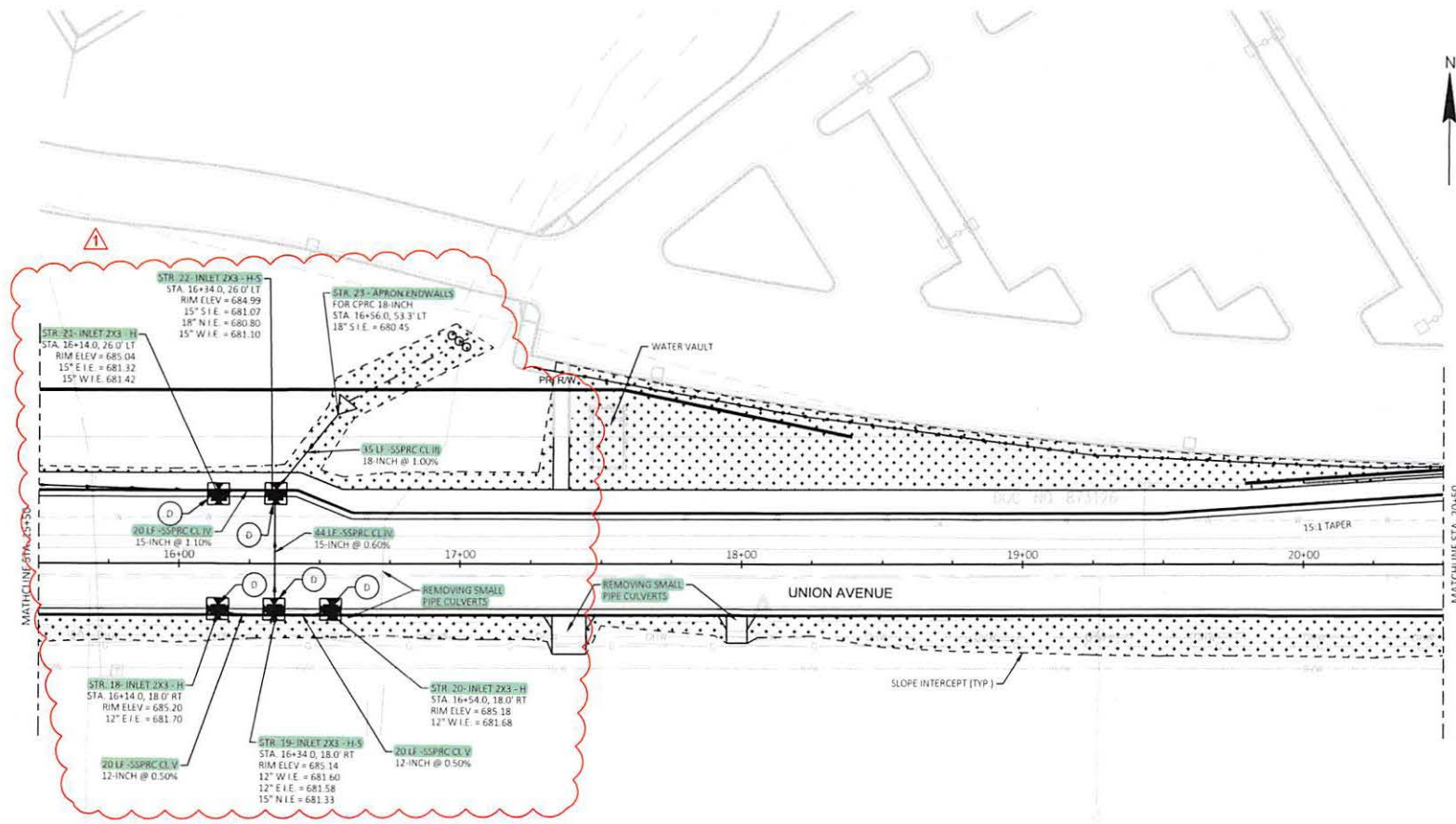
DRAINAGE & EROSION CONTROL

DATE: October 18, 2018






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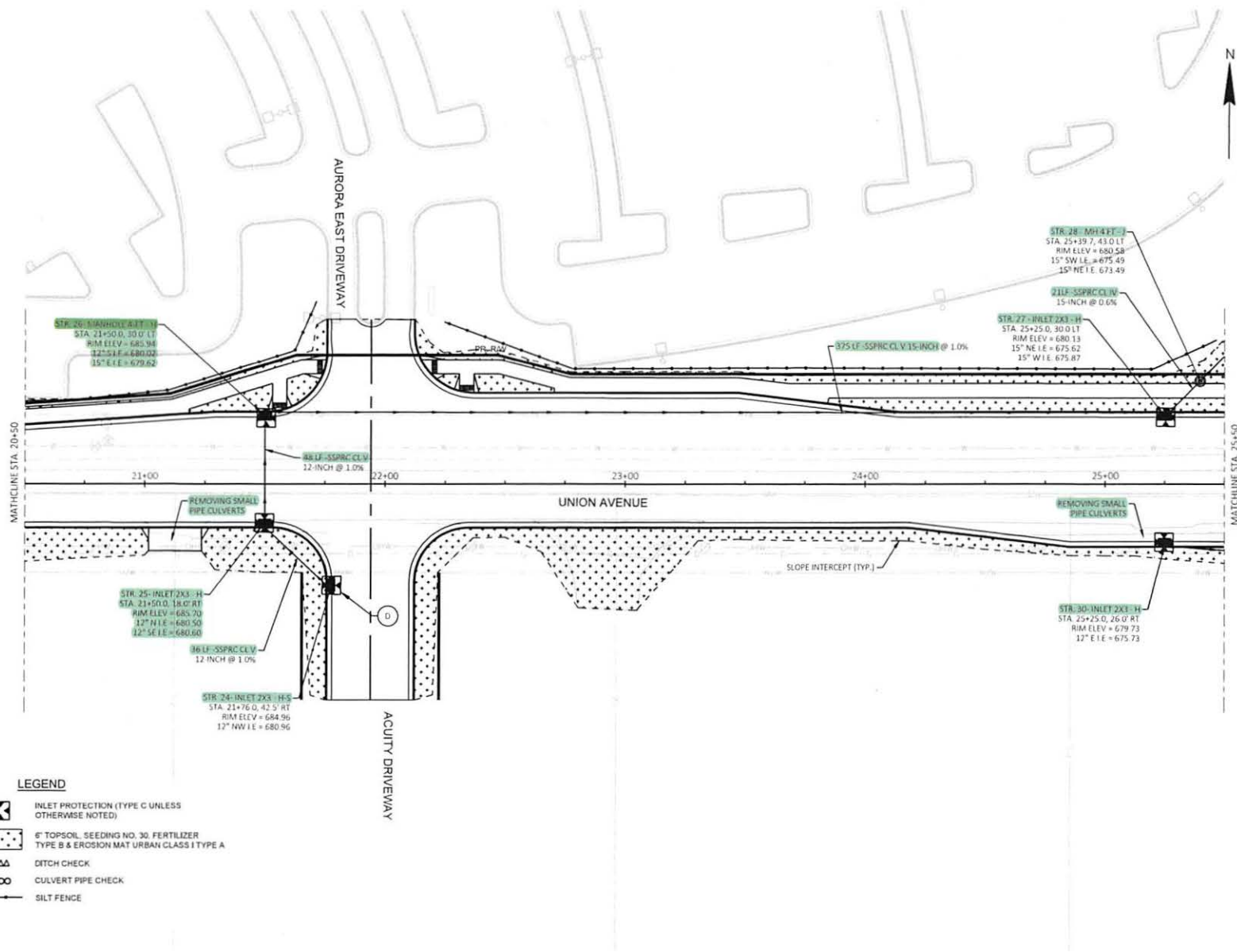


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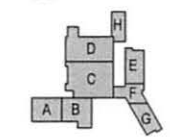


LEGEND

-  INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
-  6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS 1 TYPE A
-  DITCH CHECK
-  CULVERT PIPE CHECK
-  SILT FENCE



- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS 1 TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE



NO.	DESCRIPTION	DATE

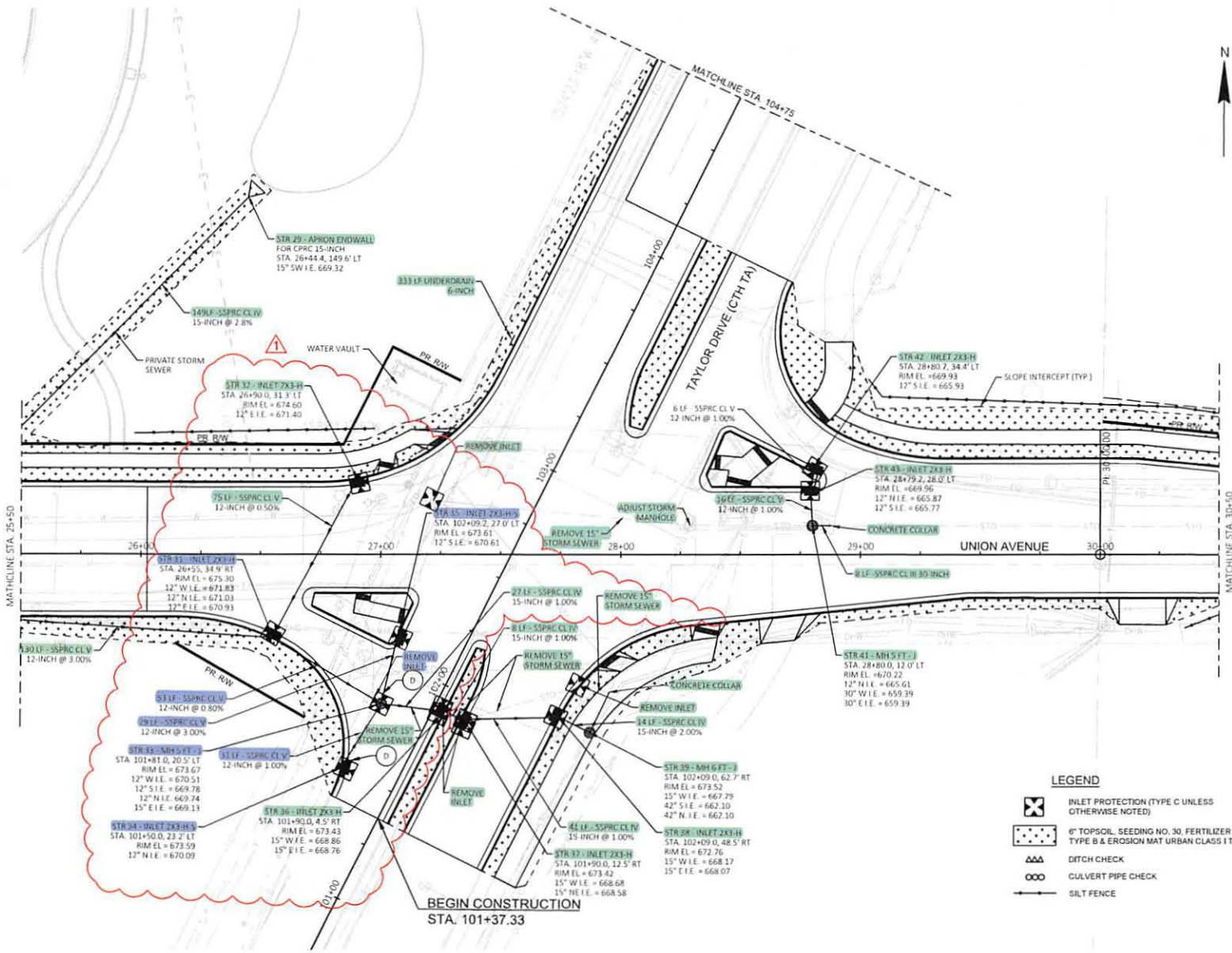
PROJECT NO: 2017-0154

DRAINAGE & EROSION CONTROL

DATE: October 16, 2018

CP-3

R181



NO.	DESCRIPTION	DATE
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PROJECT NO: 2017-0154

DRAINAGE & EROSION CONTROL

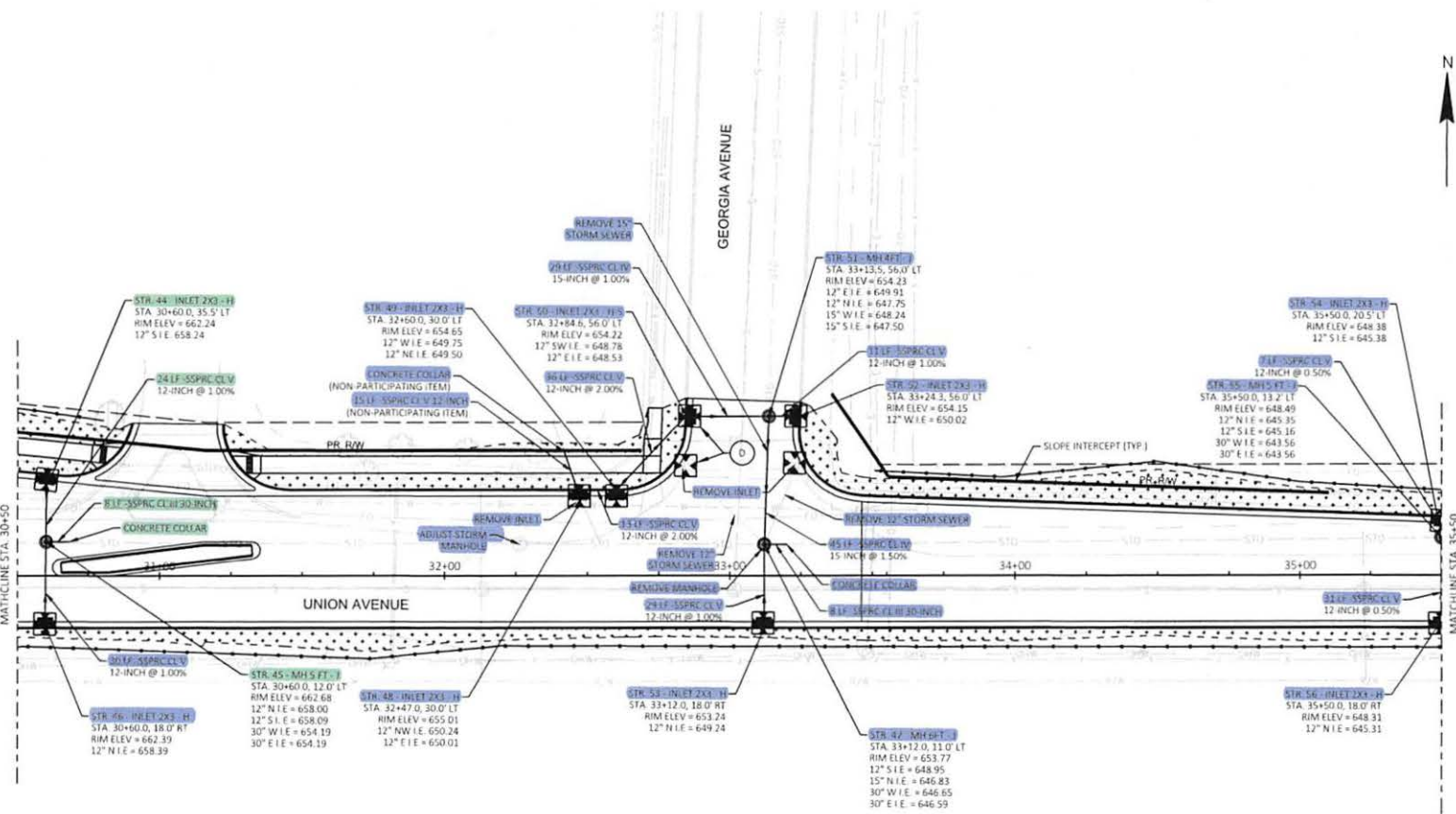
DATE: October 18, 2018

CP-3



R182

- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE



LEGEND

- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
- 6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
- DITCH CHECK
- CULVERT PIPE CHECK
- SILT FENCE

NO.	DESCRIPTION	DATE

PROJECT NO: 2017-0154

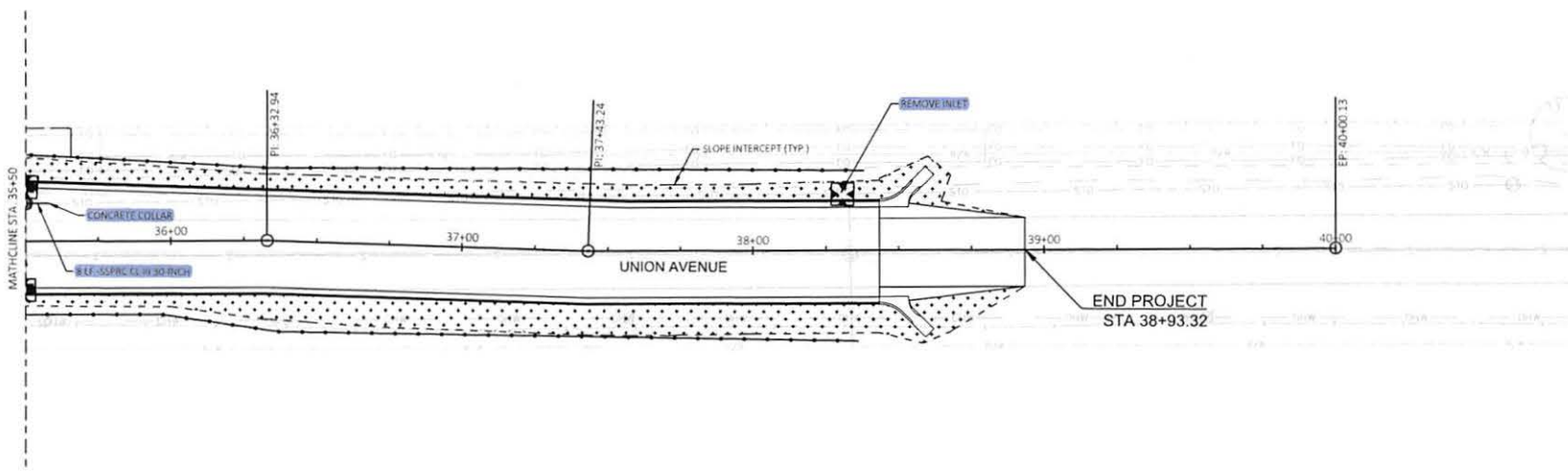
DRAINAGE & EROSION CONTROL

DATE: October 18, 2018






CP-3



R183

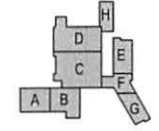


LEGEND

-  INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
-  6" TOPSOIL, SEEDING NO. 33, FERTILIZER TYPE B & EROSION MAT URBAN CLASS 1 TYPE A
-  DITCH CHECK
-  CULVERT PIPE CHECK
-  SILT FENCE



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE

PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

DATE: October 18, 2018

CP-3



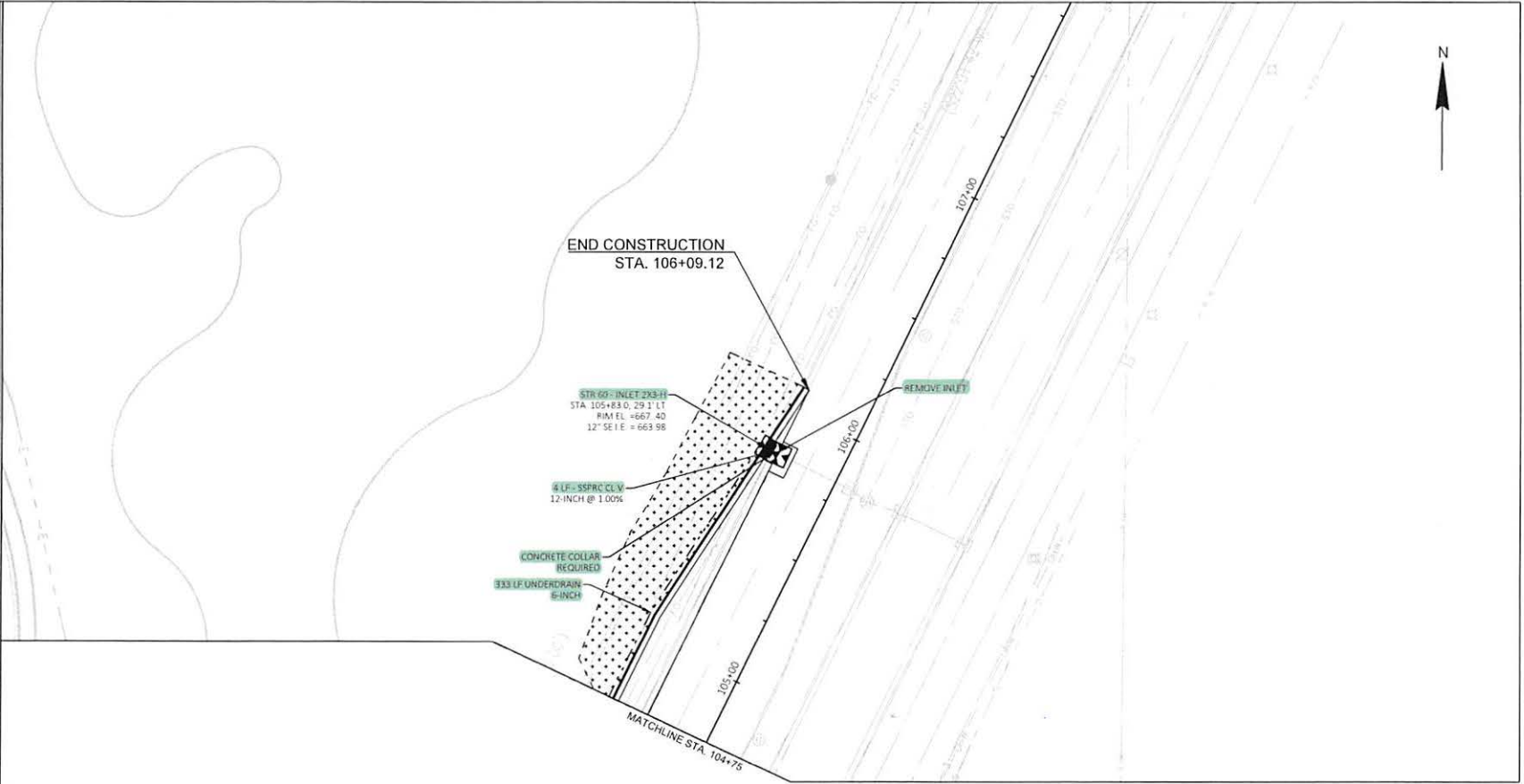
R184








233 East Erie Street
Milwaukee, Wisconsin 53202
Telephone 414.278.8200



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



LEGEND

-  INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
-  6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
-  DITCH CHECK
-  CULVERT PIPE CHECK
-  SILT FENCE

NO	DESCRIPTION	DATE

PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

DATE: October 18, 2018

CP-3



R185

AdvocateAuroraHealth

HGA

AURORA MEDICAL CENTER SHEBOYGAN COUNTY



Union Avenue Road Improvement Work
July 7, 2020

7.7.20***	Project	City of Sheboygan*	Neighboring Property Impacts**
Subcontracts	\$ 3,278,852	\$ 632,722	\$ 66,700
Anticipated Expenses	\$ 131,154	\$ -	\$ -
Subtotal	\$ 3,410,006	\$ 632,722	\$ 66,700
Design	\$ 148,674	\$ 50,980	\$ 18,960
General Conditions & General Requirements	\$ 165,796	\$ -	\$ -
Subtotal	\$ 3,724,476	\$ 683,702	\$ 85,660
Contingency	\$ -	\$ -	\$ -
Subtotal	\$ 3,724,476	\$ 683,702	\$ 85,660
Insurance & Fees	\$ 321,216	\$ -	\$ -
Connection Fee (AAH Direct Cost)	\$ 71,088	\$ -	\$ -
Testing (AAH Direct Cost to Graef for services)	\$ 80,000	\$ -	\$ -
Inspections	By the City	By the City	\$ -
Subtotal	\$ 4,196,780	\$ 683,702	\$ 85,660
Total Project Budget	\$ 4,966,142		

*City of Sheboygan to execute an agreement directly with Buteyn-Peterson for all areas blue (City)

**Breakout cost for right turn lane (already included in City of Sheboygan Costs). Cost is based on ROM of \$115,000 with City paying 58% and AAH paying 42%

***Team will need to work towards providing some level of access on Union Avenue, west of Taylor Dr, at times during construction.

Memorandum of Understanding

Between

Aurora Health Care, Inc, a Wisconsin Non-Stock Corporation

and

City of Sheboygan

Purpose

This Memorandum of Understanding ("MOU") sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new Aurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party's financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties' understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler ("IGA"). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with Aurora and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. ("Graef"), the designers of the agreed upon improvements.

Section 1

The parties to this MOU are Aurora Health Care, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204, and its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc., AdvocateAurora, and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns (hereinafter "Aurora"), and the City of Sheboygan, a municipal corporation of the State

of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"). Each party hereby agree that those signing this MOU on its behalf are authorized to make said, signature; except, however, that the signatures of those signing on behalf of the City may only do so pursuant to the authority granted to them by the City of Sheboygan Common Council.

Section 2

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are dated July 24, 2020 and attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.
2. Regardless of the color code identification, Aurora, which has hired M.A. Mortenson Company ("Mortenson") as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.
3. Green highlighted sections on the overall design sheers represent areas of Aurora's financial responsibility, and are projected to cost approximately \$4.49 million.
4. Blue highlighted sections on the overall design sheers represent the areas of the City's financial responsibility, and are projected to cost approximately \$660,000.
5. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."
6. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of Aurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.
7. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. Upon completion of the intersection, including repaving, the intersection may operate under traffic with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.
8. Any change order to this contract that substantially increases the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in Aurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

9. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 3

By entering into this MOU, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this MOU shall not create any rights or obligations on the part of any party not a signatory hereto.

Section 4

This MOU shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 5


Any notice or other communication required or permitted to be given pursuant to this MOU shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

<signatures appear on the following page>

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

By:



Michael J. Vandersteen, Mayor

8-10-2020
Date

Attest:




Meredith De Bruin, City Clerk

8.10.2020
Date

Signatures authorized pursuant to Res. ___-20-21.

AURORA HEALTH CARE, INC.,
A Wisconsin Non-Stock Corporation

By:



Albert Manshum,
Senior Vice President, Support Services

8/21/2020
Date

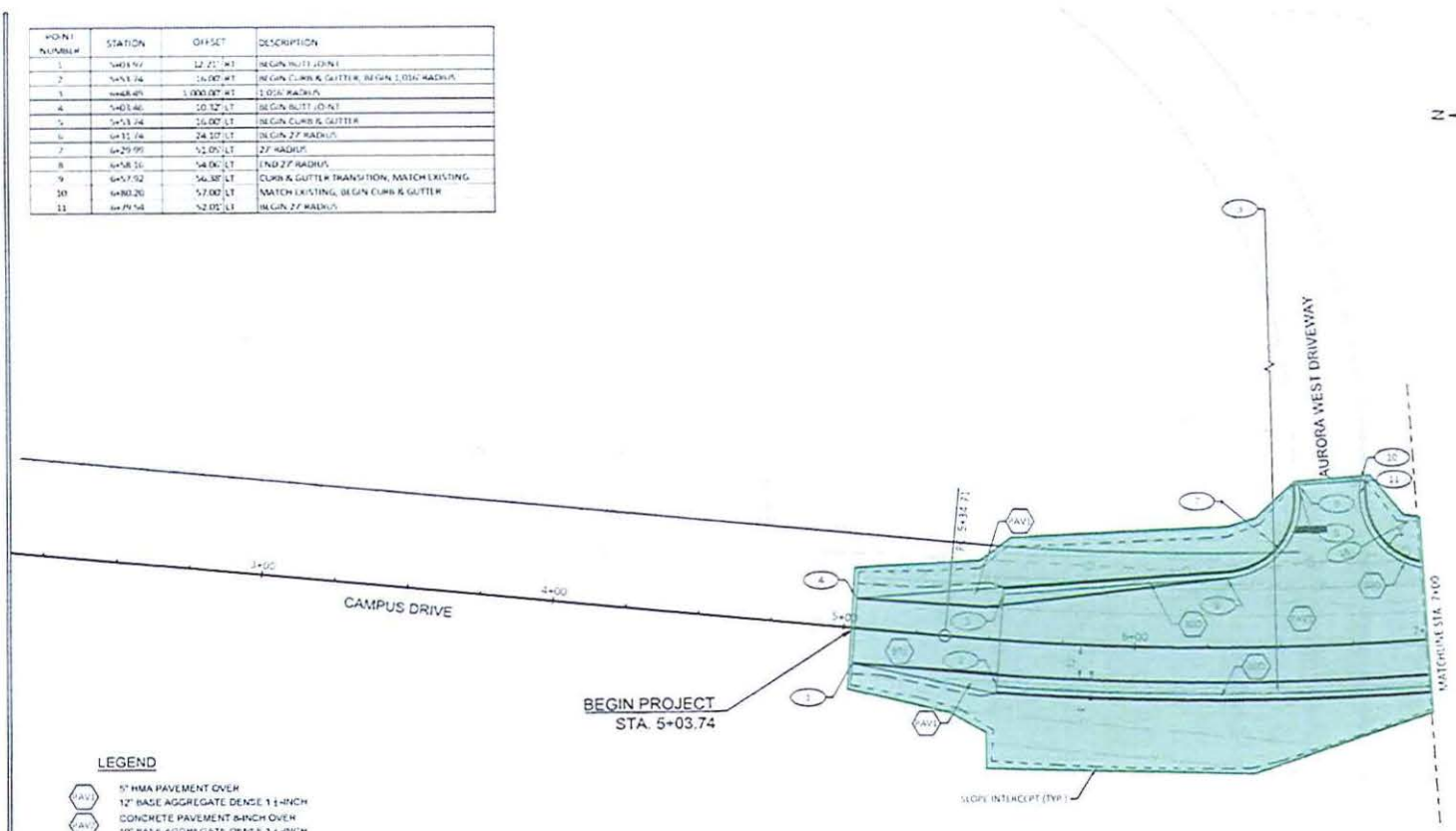
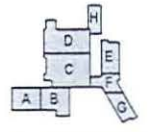
Date

Exhibit A

POINT NUMBER	STATION	OFFSET	DESCRIPTION
1	5+03.92	12.27' RT	BEGIN BUTT JOINT
2	5+53.24	16.00' RT	BEGIN CURB & GUTTER, BEGIN 2.00' RADIUS
3	5+68.05	15.00' RT	END RADIUS
4	5+03.46	10.12' LT	BEGIN BUTT JOINT
5	5+53.24	16.00' LT	BEGIN CURB & GUTTER
6	6+11.24	24.10' LT	BEGIN 27' RADIUS
7	6+29.99	12.05' LT	END 27' RADIUS
8	6+48.11	14.00' LT	END 27' RADIUS
9	6+57.52	14.35' LT	CURB & GUTTER TRANSITION, MATCH EXISTING
10	6+80.20	17.00' LT	MATCH EXISTING, BEGIN CURB & GUTTER
11	6+79.74	12.01' LT	BEGIN 27' RADIUS



UNION AVENUE RECONSTRUCTION
 AURORA MEDICAL CENTER SHEBOYGAN COUNTY
 SHEBOYGAN, WI



LEGEND

- (A) 12" HMA PAVEMENT OVER
 - (AV) 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AV) CONCRETE PAVEMENT 8-INCH OVER
 - (3D) 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (3D) CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - (3D) CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - (SR) CONCRETE SIDEWALK 5-INCH OVER
 - (SR) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (3W) COLOURED CONCRETE SIDEWALK 5-INCH OVER
 - (3W) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (R) CURB RAMP TYPE X
 - (BT) ASPHALTIC BUTT JOINT
 - (A) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (DW) CONCRETE DRIVEWAY 7-INCH OVER
 - (DW) 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (SN) SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION

NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

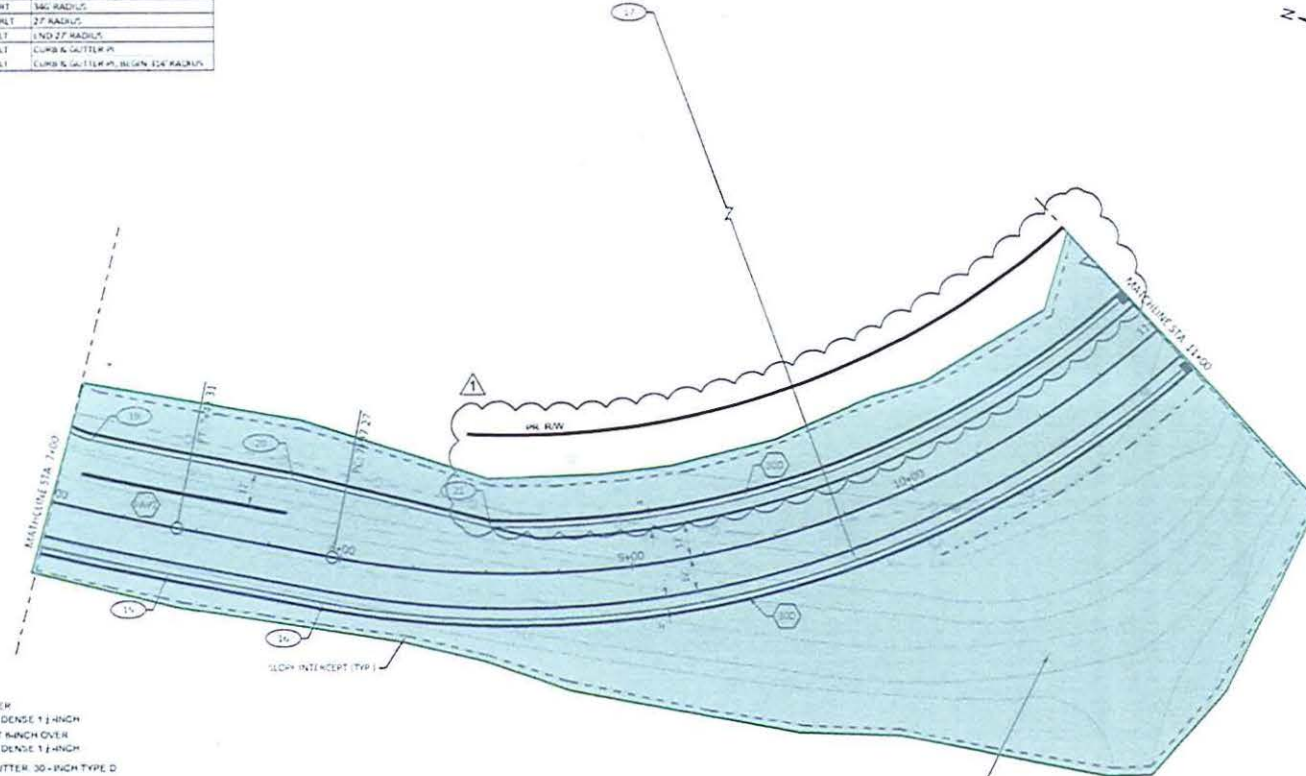
CP-3

7.24.20



R159

POINT NUMBER	STATION	OFFSET	DESCRIPTION
15	7+43.30	16.00 (RT)	1" NO. 10/20 RADIUS
16	7+93.27	16.00 (RT)	36" CURB 36" RADIUS
17	7+93.27	130.00 (RT)	36" RADIUS
18	7+07.99	51.00 (RL)	27" RADIUS
19	7+07.99	24.00 (LT)	1" NO. 27 RADIUS
20	7+79.09	24.00 (LT)	CURB & GUTTER 30"
21	8+51.17	16.00 (LT)	CURB & GUTTER 30" BEGIN 124" RADIUS



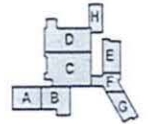
LEGEND

- 5" HMA PAVEMENT OVER
 - 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - CONCRETE PAVEMENT FINCH OVER
 - 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - CONCRETE CURB & GUTTER 30-INCH TYPE D
 - CONCRETE CURB & GUTTER 30-INCH TYPE A
 - CONCRETE SIDEWALK FINCH OVER
 - 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - COLORED CONCRETE SIDEWALK FINCH OVER
 - 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - CURB RAMP TYPE A
 - ASPHALTIC BUTT JOINT
 - ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - CONCRETE DRIVEWAY FINCH OVER
 - 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - SLOPE NOSSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

* PAVING AREA TO BE REMOVED AND EXCAVATED FOR DRIVEWAY TO GRADE AREA TOWARDS PROPOSED ROADWAY WITH FINAL RESTORATION



Mortenson
Aurora Health Care
GR²EF
 UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



DATE OF REVISION	DATE
CR-001	05-14-2020

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

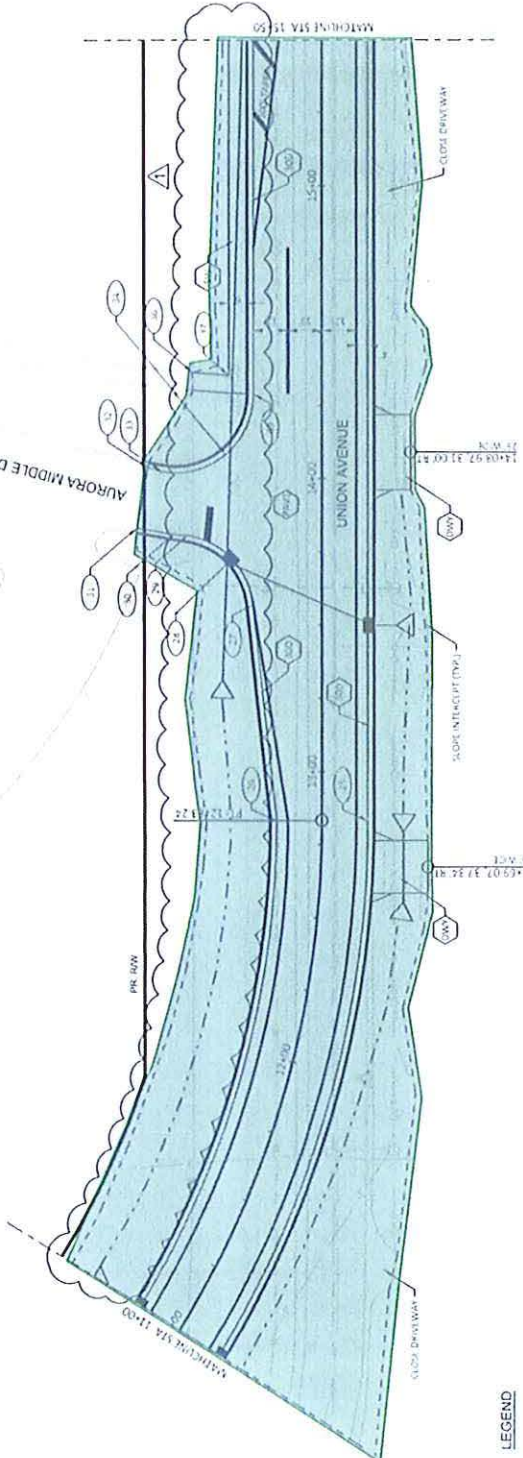


R160

7.24.20



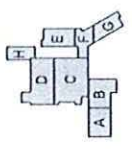
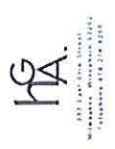
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26	12+03.24	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT
27	13+52.60	END 1/2" RHT	END 1/2" RHT
28	13+52.60	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT
29	13+52.60	END 1/2" RHT	END 1/2" RHT
30	13+52.60	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT
31	14+00.00	END 1/2" RHT	END 1/2" RHT
32	14+00.00	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT
33	14+00.00	END 1/2" RHT	END 1/2" RHT
34	14+00.00	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT
35	14+00.00	END 1/2" RHT	END 1/2" RHT
36	14+00.00	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT
37	14+00.00	END 1/2" RHT	END 1/2" RHT
38	14+00.00	END 1/4" ADJUST, B/LGN 1/4" RHT	END 1/4" ADJUST, B/LGN 1/4" RHT



- LEGEND**
- (1) 7" HMA PAVEMENT OVER
 - (2) 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (3) CONCRETE PAVEMENT 1 1/2-INCH
 - (4) 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (5) CONCRETE CURB & GUTTER 30-INCH TYPE D
 - (6) CONCRETE CURB & GUTTER 30-INCH TYPE A
 - (7) CONCRETE SIDEWALK 8-INCH OVER
 - (8) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (9) SOLID CONCRETE SIDEWALK 8-INCH OVER
 - (10) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (11) CURB RAMP TYPE A
 - (12) ASPHALTIC BUTT JOINT
 - (13) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (14) CONCRETE DRIVEWAY 8-INCH OVER
 - (15) 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (16) SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

7.24.20



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07/14/2018
2	ISSUED FOR CONSTRUCTION	07/14/2018
3	ISSUED FOR CONSTRUCTION	07/14/2018
4	ISSUED FOR CONSTRUCTION	07/14/2018
5	ISSUED FOR CONSTRUCTION	07/14/2018
6	ISSUED FOR CONSTRUCTION	07/14/2018
7	ISSUED FOR CONSTRUCTION	07/14/2018
8	ISSUED FOR CONSTRUCTION	07/14/2018
9	ISSUED FOR CONSTRUCTION	07/14/2018
10	ISSUED FOR CONSTRUCTION	07/14/2018
11	ISSUED FOR CONSTRUCTION	07/14/2018
12	ISSUED FOR CONSTRUCTION	07/14/2018
13	ISSUED FOR CONSTRUCTION	07/14/2018
14	ISSUED FOR CONSTRUCTION	07/14/2018
15	ISSUED FOR CONSTRUCTION	07/14/2018
16	ISSUED FOR CONSTRUCTION	07/14/2018
17	ISSUED FOR CONSTRUCTION	07/14/2018
18	ISSUED FOR CONSTRUCTION	07/14/2018
19	ISSUED FOR CONSTRUCTION	07/14/2018
20	ISSUED FOR CONSTRUCTION	07/14/2018

PROJECT NO: 2017-0154
 PLAN DETAILS

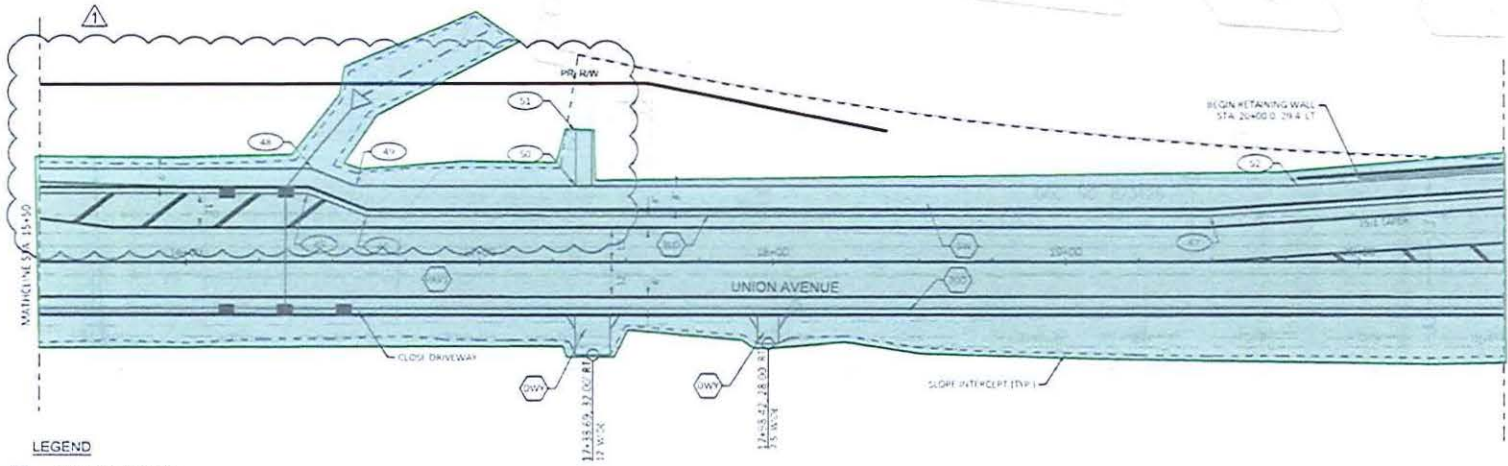
DATE: October 18, 2018
 GPS



R161

PROPERTY: HANCOCK ASSOCIATES, INC.

POINT NUMBER	STATION	CH+SET	DESCRIPTION
45	16+63.43	24.00' LT	CURB & GUTTER PI
46	16+63.43	16.00' LT	CURB & GUTTER PI
47	16+63.54	16.00' LT	BEGIN CURB & GUTTER TAPER
48	16+63.00	12.00' LT	SIDEWALK PI
49	16+78.00	26.00' LT	SIDEWALK PI
50	17+32.83	26.00' LT	SIDEWALK PI
51	17+32.83	45.00' LT	SMATCH EXISTING SITE SIDEWALK
52	17+76.00	26.00' LT	SIDEWALK PI

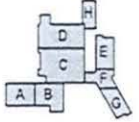


LEGEND

- (AV) 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AVI) CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CG) CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - (CGA) CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - (SW) CONCRETE SIDEWALK 8-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (SWC) COLORED CONCRETE SIDEWALK 8-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CR) CURB RAMP, TYPE X
 - (BJ) ASPHALTIC BUTT JOINT
 - (AD) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (DWO) CONCRETE DRIVEWAY 8-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (SG) SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION



GR&EF
UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE
△	CS4001	05-14-2020

PROJECT NO. 2017-0154

PLAN DETAILS

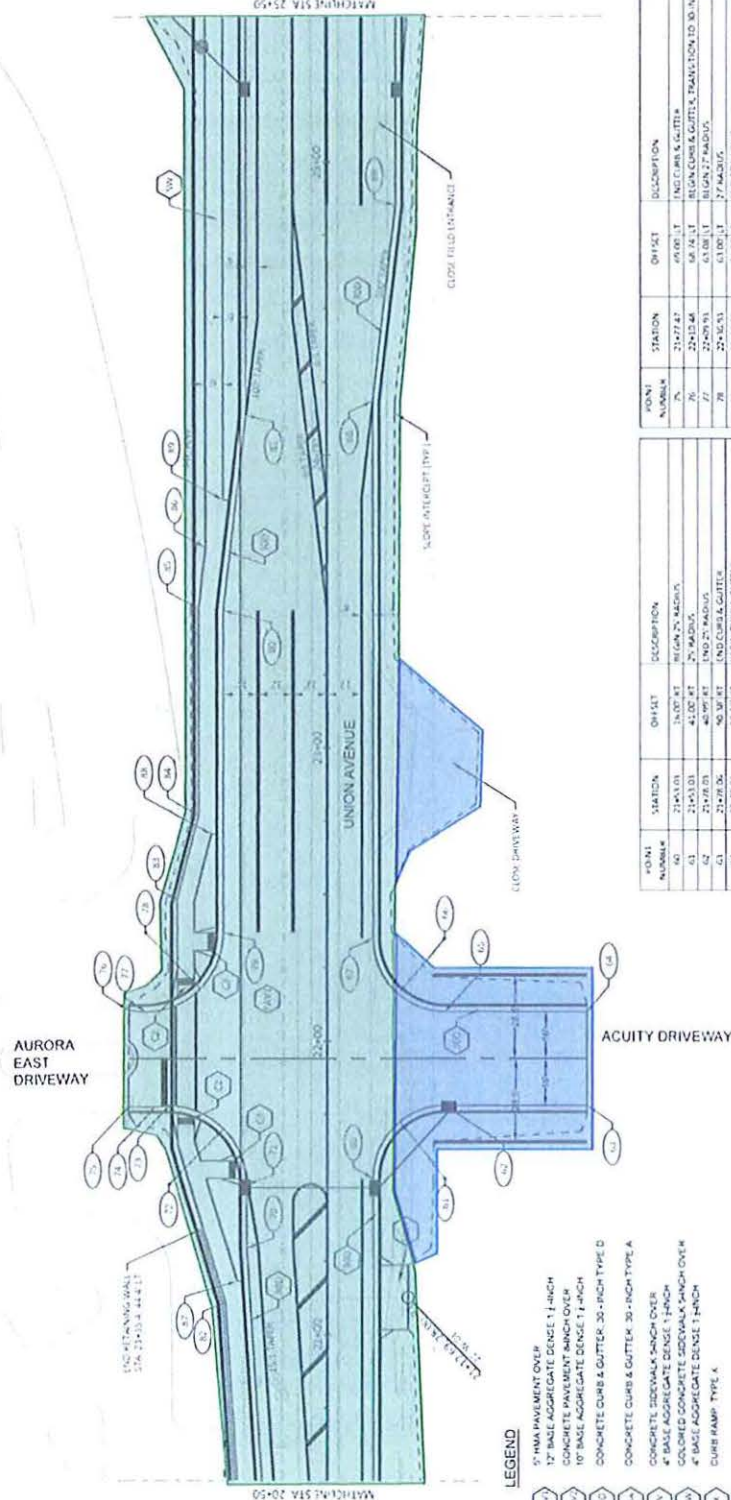
DATE: October 18, 2018
CP-3
R162

7.24.20





UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER, SHERBOYGAN
COUNTY
SHERBOYGAN, WI



LEGEND

- (A) 5" MAX PAVEMENT OVER
- (B) 12" BASE AGGREGATE DENSE 1 1/2 INCH
- (C) CONCRETE PAVEMENT FINISH OVER
- (D) 10" BASE AGGREGATE DENSE 1 1/2 INCH
- (E) CONCRETE CURB & GUTTER, 30-INCH TYPE D
- (F) CONCRETE CURB & GUTTER, 30-INCH TYPE A
- (G) CONCRETE SIDEWALK FINISH OVER
- (H) 4" BASE AGGREGATE DENSE 1 INCH
- (I) CONCRETE SIDEWALK FINISH OVER
- (J) 6" BASE AGGREGATE DENSE 1 INCH
- (K) CURB RAMP TYPE K
- (L) ASPHALTIC BUTT JOINT
- (M) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- (N) CONCRETE DRIVEWAY FINISH OVER
- (O) 6" BASE AGGREGATE DENSE 1 INCH
- (P) SLOPE NGSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

POINT NUMBER	STATION	DESCRIPTION	POINT NUMBER	STATION	DESCRIPTION
60	21+45.03	16.00 FT BEGIN 27' RADIUS	76	21+77.87	END CURB & GUTTER
61	21+51.03	41.00 FT 27' RADIUS	76	21+77.87	BEGIN CURB & GUTTER, TRANSITION TO 30-INCH
62	21+57.03	40.95 FT END 27' RADIUS	77	22+07.93	BEGIN 27' RADIUS
63	21+67.06	50.30 FT END CURB & GUTTER	78	22+30.53	63.00 FT 27' RADIUS
64	22+07.93	70.30 FT BEGIN CURB & GUTTER	79	22+30.53	36.00 FT END 27' RADIUS
65	22+07.93	41.00 FT 27' RADIUS	80	21+46.96	CURB & GUTTER PI
66	22+13.03	31.00 FT 27' RADIUS	81	24+11.61	CURB & GUTTER PI
67	22+19.03	31.00 FT 27' RADIUS	82	22+48.08	SIDEWALK PI
68	24+19.45	31.00 FT CURB & GUTTER PI, END 300' BARR	83	22+48.08	SIDEWALK PI
69	24+05.32	34.00 FT CURB & GUTTER PI, END 300' BARR	84	22+16.91	44.50 FT SIDEWALK PI
70	21+79.14	28.00 FT CURB & GUTTER PI	85	21+87.87	41.50 FT SIDEWALK PI
71	21+05.08	28.00 FT BEGIN 27' RADIUS	86	23+04.30	42.00 FT SIDEWALK PI
72	21+05.08	55.00 FT 27' RADIUS	87	21+15.70	SIDEWALK PI
73	21+77.88	54.30 FT END 27' RADIUS	88	22+25.81	SIDEWALK PI
74	21+77.87	30.30 FT CURB & GUTTER, TRANSITION TO 24-INCH	89	21+87.87	SIDEWALK PI

PROJECT NO: 2017-20154

PLAN DETAILS

DATE: OCTOBER 18, 2018
CPS



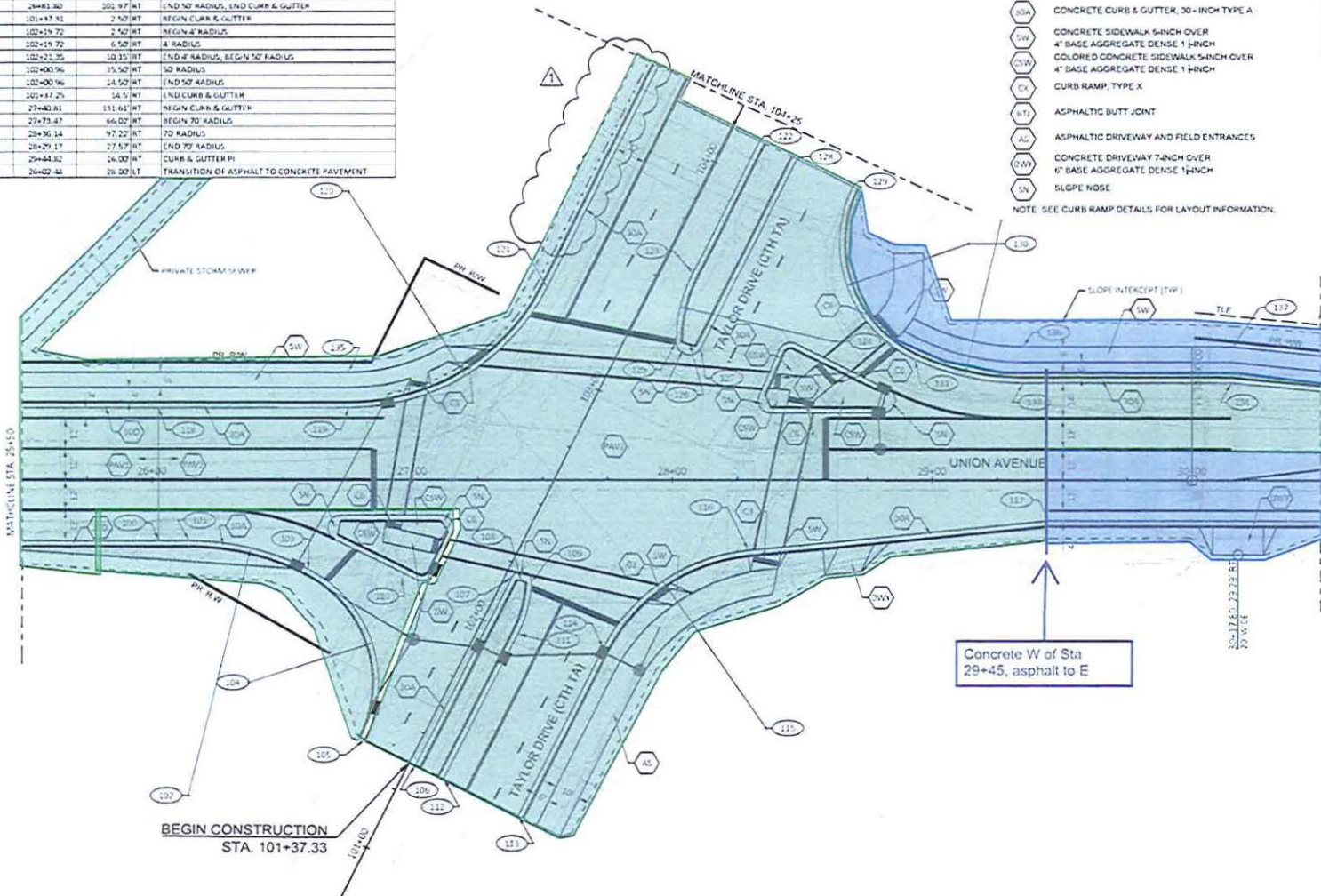
R163

POINT NUMBER	STATION	OFFSET	DESCRIPTION
100	26+02.51	24.00 RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
101	26+54.17	24.00 RT	BEGIN 100' RADIUS
102	26+54.17	124.00 RT	100' RADIUS
103	26+60.03	35.14 RT	END 100' RADIUS, BEGIN 50' RADIUS
104	26+77.50	79.57 RT	50' RADIUS
105	26+81.30	101.97 RT	END 50' RADIUS, END CURB & GUTTER
106	101+37.81	2.50 RT	BEGIN CURB & GUTTER
107	102+19.72	2.50 RT	BEGIN 4' RADIUS
108	102+19.72	6.50 RT	4' RADIUS
109	102+21.35	10.15 RT	END 4' RADIUS, BEGIN 50' RADIUS
110	102+00.96	35.50 RT	50' RADIUS
111	102+00.96	14.50 RT	END 50' RADIUS
112	102+37.25	14.5 RT	END CURB & GUTTER
113	27+00.81	131.61 RT	BEGIN CURB & GUTTER
114	27+73.47	86.02 RT	BEGIN 70' RADIUS
115	28+36.14	97.22 RT	70' RADIUS
116	28+29.17	27.57 RT	END 70' RADIUS
117	29+44.82	24.00 RT	CURB & GUTTER PI
118	26+02.48	20.00 LT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT

LEGEND

- 5" HMA PAVEMENT OVER
- 12" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE PAVEMENT 8-INCH OVER
- 10" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE CURB & GUTTER, 30-INCH TYPE D
- CONCRETE CURB & GUTTER, 30-INCH TYPE A
- CONCRETE SIDEWALK 6-INCH OVER
- 4" BASE AGGREGATE DENSE 1 1/2-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
- 4" BASE AGGREGATE DENSE 1 1/2-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER
- 6" BASE AGGREGATE DENSE 1 1/2-INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

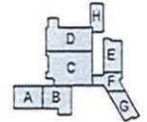


Mortenson

Aurora Health Care

GR&E

 UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



NO.	DESCRIPTION	DATE
1	GH-001	05-14-2020

PROJECT NO: 2017-0154
PLAN DETAILS

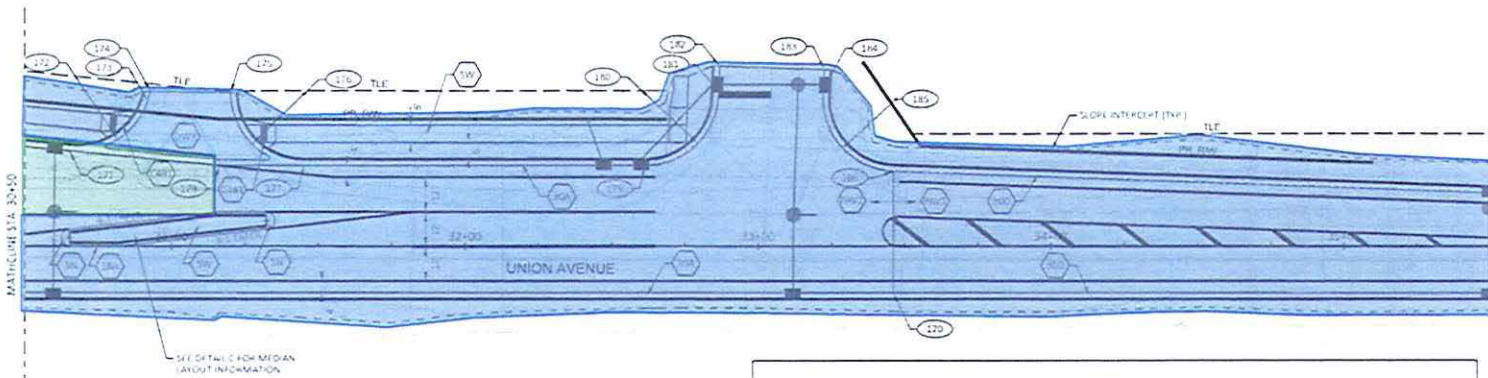
DATE: October 18, 2018
 CP-3



R164

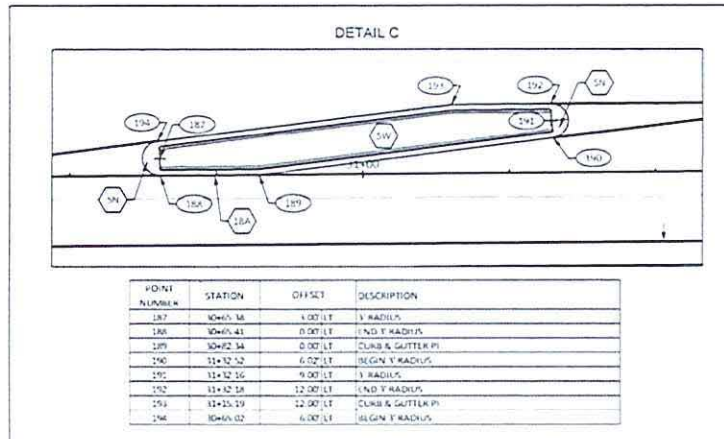
POINT NUMBER	STATION	OFFSET	DESCRIPTION
170	11466.16	16.00' RT	TRANSITION FROM CONCRETE TO ASPHALT PAVEMENT
171	10465.35	13.00' LT	BEGIN 25' RADIUS
172	10467.83	07.91' LT	25' RADIUS
173	10463.35	12.85' LT	END 25' RADIUS
174	10457.72	51.23' LT	END CURB & GUTTER
175	11420.04	53.34' LT	BEGIN 25' RADIUS
176	11445.04	53.00' LT	25' RADIUS
177	11445.04	28.00' LT	END 25' RADIUS
178	11445.11	28.00' LT	CURB & GUTTER PI
179	12463.40	28.00' LT	BEGIN 25' RADIUS
180	12463.40	51.00' LT	25' RADIUS
181	12466.99	53.96' LT	END 25' RADIUS
182	12469.46	42.10' LT	END CURB & GUTTER
183	13427.44	61.14' LT	BEGIN CURB & GUTTER
184	13427.18	54.10' LT	BEGIN 25' RADIUS
185	13447.07	40.95' LT	25' RADIUS
186	11486.16	25.97' LT	END 25' RADIUS, TRANSITION FROM CONCRETE TO ASPHALT

GEORGIA AVENUE



LEGEND

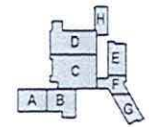
- (AV) 5" HMA PAVEMENT OVER
 - (AB) 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AC) CONCRETE PAVEMENT 8-INCH OVER
 - (AD) 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AE) CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - (AF) CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - (AG) CONCRETE SIDEWALK 5-INCH OVER
 - (AH) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AI) COLORED CONCRETE SIDEWALK 5-INCH OVER
 - (AJ) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AK) CURB RAMP, TYPE A
 - (AL) ASPHALTIC BUTT JOINT
 - (AM) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (AN) CONCRETE DRIVEWAY 7-INCH OVER
 - (AO) 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (AP) SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



7.24.20



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

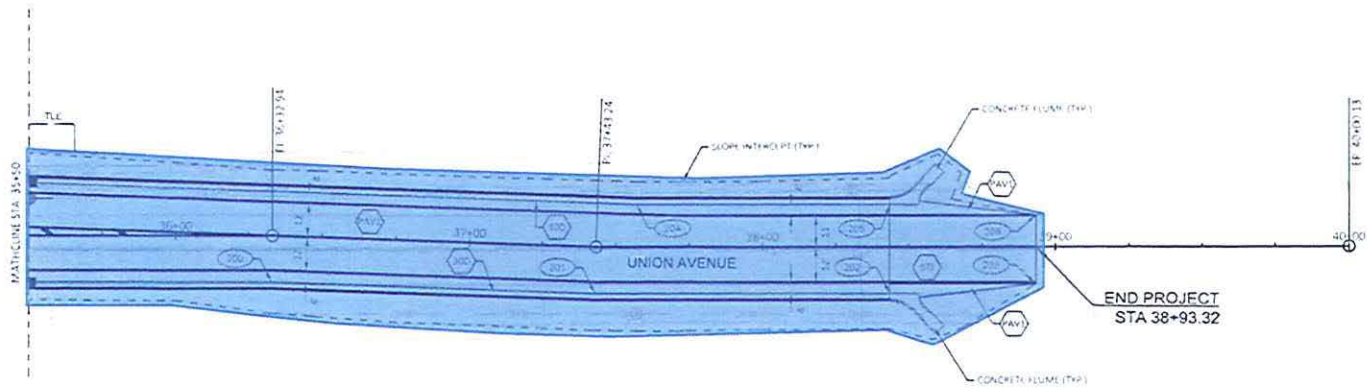
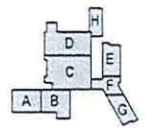


R166

POINT NUMBER	STATION	OFFSET	DESCRIPTION
200	36+12.05	16.00 FT	CURB & GUTTER (PI)
201	37+43.24	16.00 FT	CURB & GUTTER (PI)
202	38+43.34	16.00 FT	END CURB & GUTTER
203	38+51.34	12.04 FT	END BUTT JOINT
204	37+52.34	25.00 FT	CURB & GUTTER (PI)
205	38+43.32	23.00 FT	END CURB & GUTTER
206	38+53.32	23.00 FT	END BUTT JOINT



**UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI**



**END PROJECT
STA 38+93.32**

- LEGEND**
- (AV1) 5" HMA PAVEMENT OVER
 - (AV2) 12" BASE AGGREGATE DENSE 1 1/4-INCH
 - (AV3) CONCRETE PAVEMENT 8-INCH OVER
 - (AV4) 10" BASE AGGREGATE DENSE 1 1/4-INCH
 - (SG1) CONCRETE CURB & GUTTER 30-INCH TYPE D
 - (SG2) CONCRETE CURB & GUTTER 30-INCH TYPE A
 - (SD1) CONCRETE SIDEWALK 5-INCH OVER
 - (SD2) 4" BASE AGGREGATE DENSE 1 1/4-INCH
 - (SD3) COLORED CONCRETE SIDEWALK 5-INCH OVER
 - (SD4) 4" BASE AGGREGATE DENSE 1 1/4-INCH
 - (XR) CURB RAMP TYPE X
 - (BT) ASPHALTIC BUTT JOINT
 - (AC) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (DW1) CONCRETE DRIVEWAY 7-INCH OVER
 - (DW2) 8" BASE AGGREGATE DENSE 1 1/4-INCH
 - (SN) SLOPE NOSSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

7.24.20

NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

R167



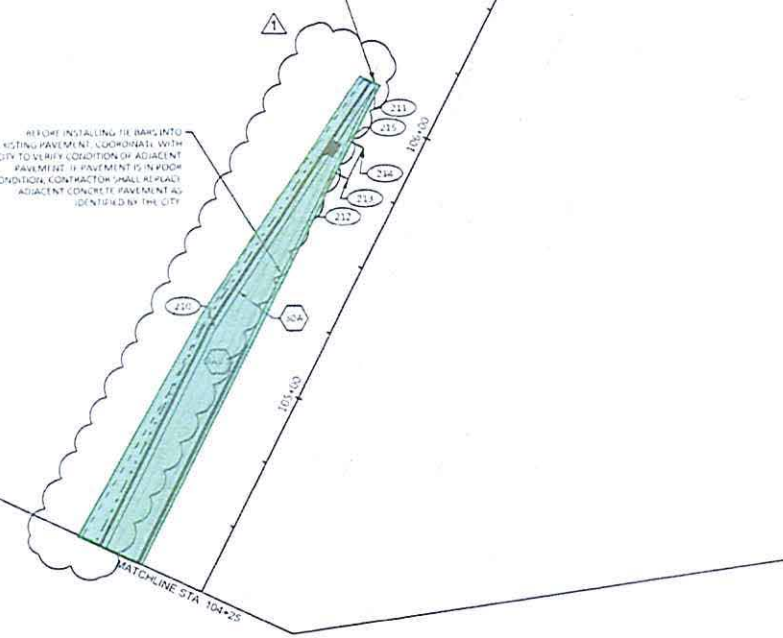
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POINT NUMBER	STATION	OFFSET	DESCRIPTION
210	106+09.12	16.00' LT	CURB & GUTTER P.
211	106+09.12	24.00' LT	END CURB & GUTTER. MATCH EXISTING
212	106+19.76	24.00' LT	PAVEMENT P.
213	106+19.76	18.00' LT	PAVEMENT P.
214	106+47.70	18.00' LT	PAVEMENT P.
215	106+47.70	24.00' LT	PAVEMENT P.



END CONSTRUCTION
STA. 106+09.12

REQUEST INSTALLING TIE BARS INTO EXISTING PAVEMENT. COORDINATE WITH CITY TO VERIFY CONDITION OF ADJACENT PAVEMENT. IF PAVEMENT IS IN POOR CONDITION, CONTRACTOR SHALL REPAIR ADJACENT CONCRETE PAVEMENT AS IDENTIFIED BY THE CITY.



LEGEND

- (PAV) 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/4-INCH
- (PAV1) CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/4-INCH
- (SOD) CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- (SOD1) CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- (SW) CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- (SW1) COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- (CR) CURB RAMP, TYPE X
- (BT) ASPHALTIC BUTT JOINT
- (BT1) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- (DW) CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1-INCH
- (SN) SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



Mortenson

Aurora Health Care

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UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



VIEW	DESCRIPTION	DATE
△	CR-001	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

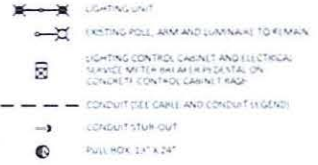
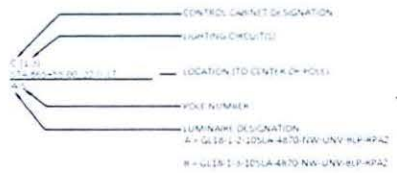
DATE: October 18, 2018
CP-3

7.24.20

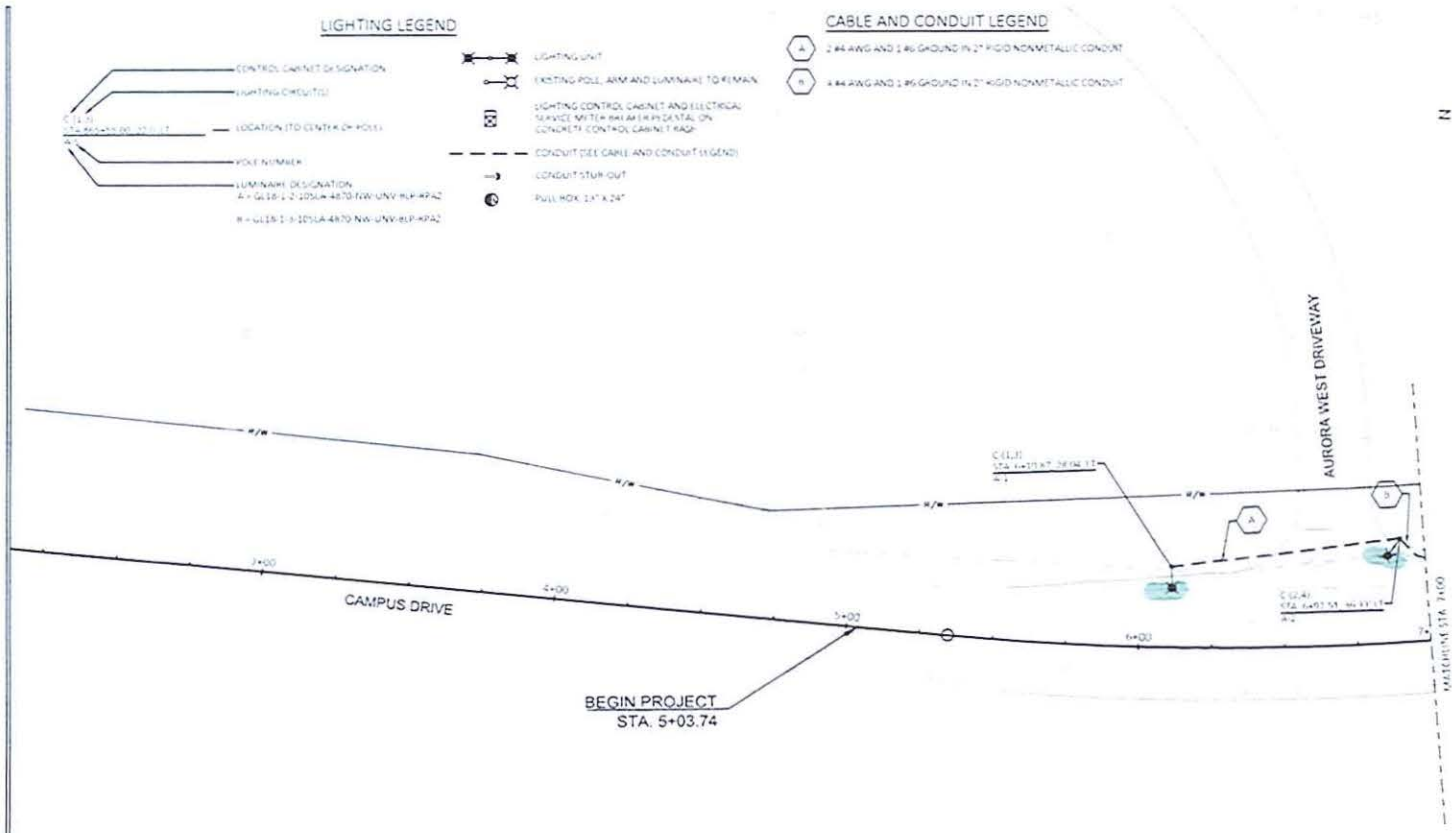
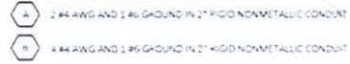


R168

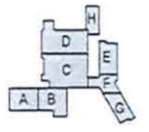
LIGHTING LEGEND



CABLE AND CONDUIT LEGEND



UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-2

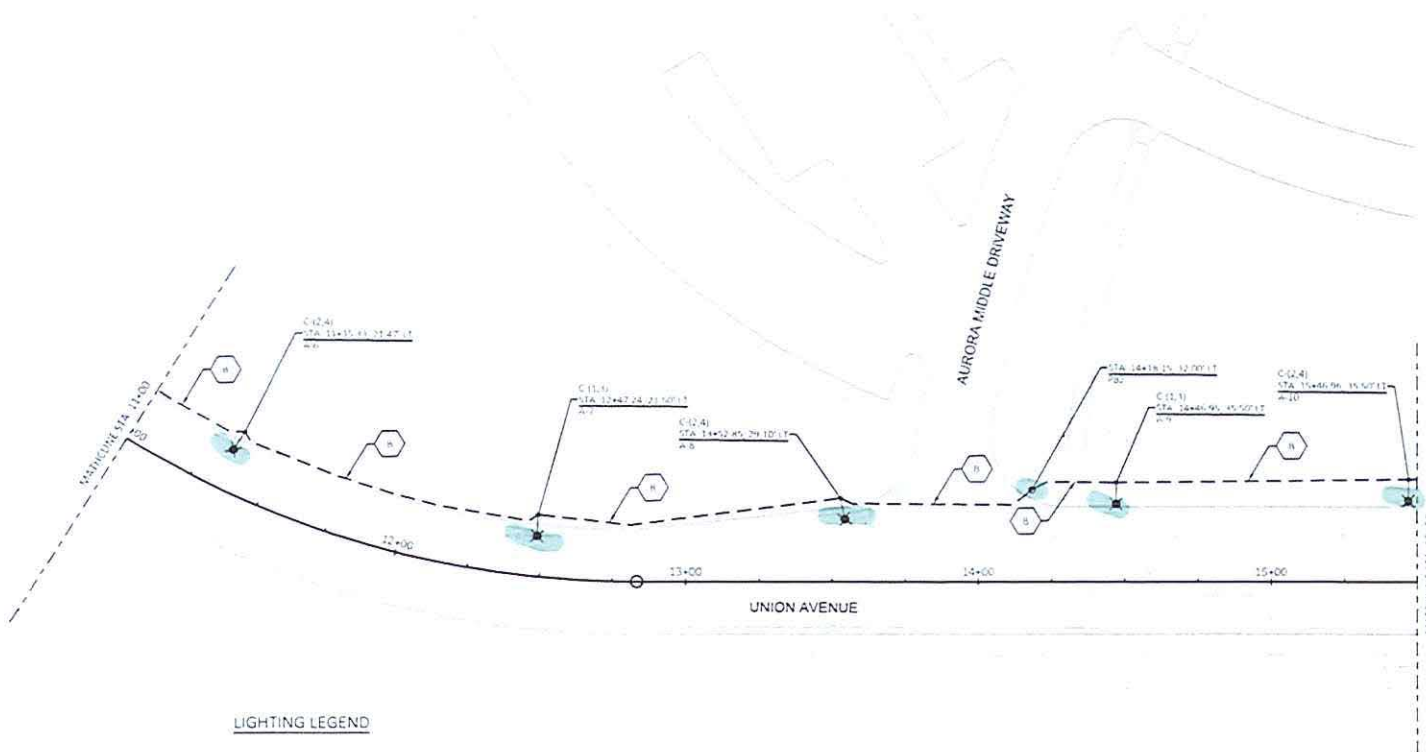
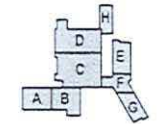


R199

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UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GL28'S-2 10'X4' AB70 RW (INV REF #FA2)
B = GL28'S-1 10'X4' AB70 NW (INV REF #FA2)

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METERS (W/ARMER) POLE MOUNTED ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUN-O-UT
- PULL BOX 18" X 24"

CABLE AND CONDUIT LEGEND

- 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NON-METALLIC CONDUIT
- 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NON-METALLIC CONDUIT

NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

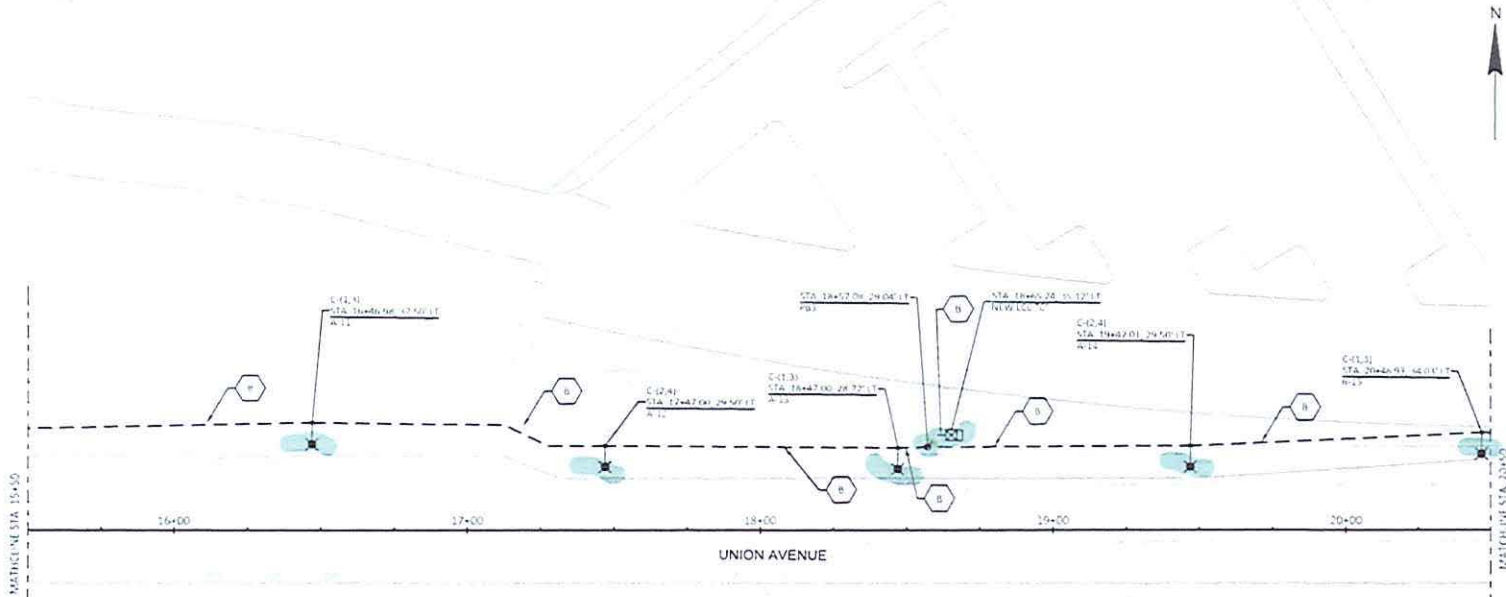
DATE: October 18, 2018

CP-3



R201

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LIGHTING LEGEND

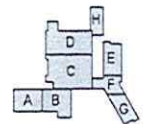
- CONTROL CABINET DESIGNATION
 - LIGHTING (CIRCUIT)
 - LOCATION (TO CENTER OF POLE)
 - POLE NUMBER
 - LUMINAIRE DESIGNATION
A = 5618 1-2 105L-4870 AW UNV BIPHPAZ
B = 5618 1-2 105L-4870 AW UNV BIPHPAZ
- LIGHTING UNIT
 - EXISTING POLE ARM AND LUMINAIRE TO REMAIN
 - LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE WITH IN-PANEL REDUCED ON CONCRETE CONTROL CABINET RACK
 - CONDUIT (SEE CABLE AND CONDUIT LEGEND)
 - CONDUIT STUB-OUT
 - PULL BOX 12" X 24"

CABLE AND CONDUIT LEGEND

- 2 #4 AWG AND 1 #4 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- 4 #6 AWG AND 1 #4 GROUND IN 2" RIGID NONMETALLIC CONDUIT



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN WI



SYMBOL	DESCRIPTION	DATE

PROJECT NO 2017-0154

LIGHTING PLAN

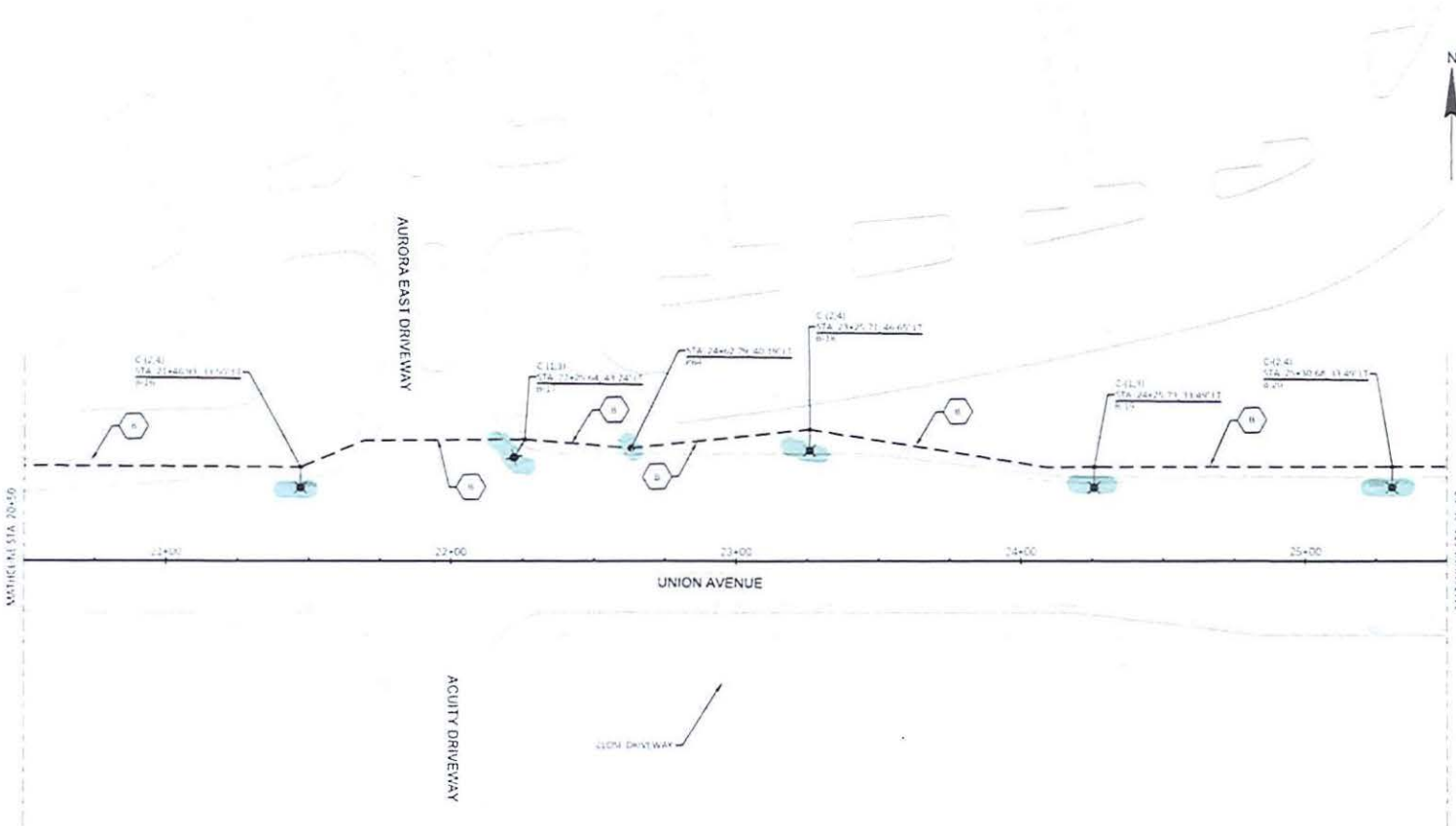
DATE October 16, 2018

CP-3

R202

7.24.20



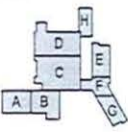


MATCHLINE STA. 20+50

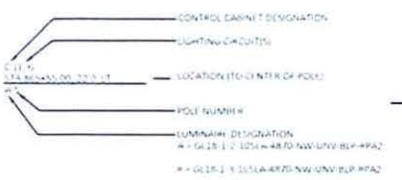
MATCHLINE STA. 25+50



GR&E
 UNION AVENUE RECONSTRUCTION
 AURORA MEDICAL CENTER
 SHEBOYGAN COUNTY
 SHEBOYGAN, WI



LIGHTING LEGEND



CABLE AND CONDUIT LEGEND



NO.	DESCRIPTION	DATE

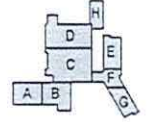
PROJECT NO. 2017-0154

LIGHTING PLAN
 DATE: October 18, 2018
 CP-3



R203

© COPYRIGHT HATCH, GERSON & ASSOCIATES, INC.

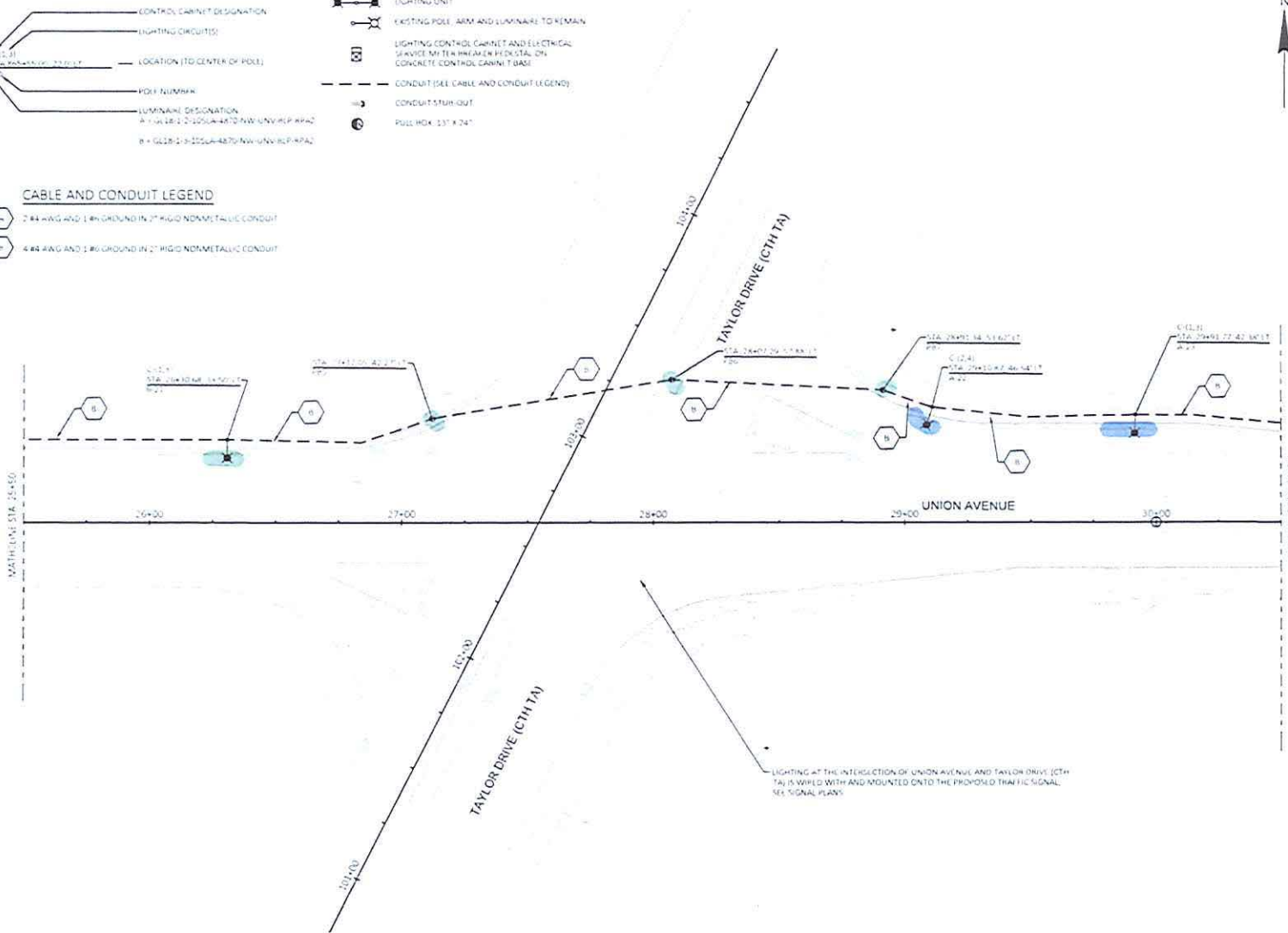


LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
LIGHTING CIRCUIT(S)
LOCATION (TO CENTER OF POLE)
POLE NUMBER
LUMINAIRE DESIGNATION
A = 18" HX 21" D ISLA-4870 NW UNV R/P RP42
B = 6228-1-8-2554A-4870 NW UNV R/P RP42
- LIGHTING UNIT
EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER PRELIMINARY DESIGN CONCRETE CONTROL CABINET BASE
CONDUIT (SEE CABLE AND CONDUIT LEGEND)
CONDUIT STURD-GUT
PULL BOX 531 X 241

CABLE AND CONDUIT LEGEND

- 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NON-METALLIC CONDUIT
- 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NON-METALLIC CONDUIT



7.24.20

NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

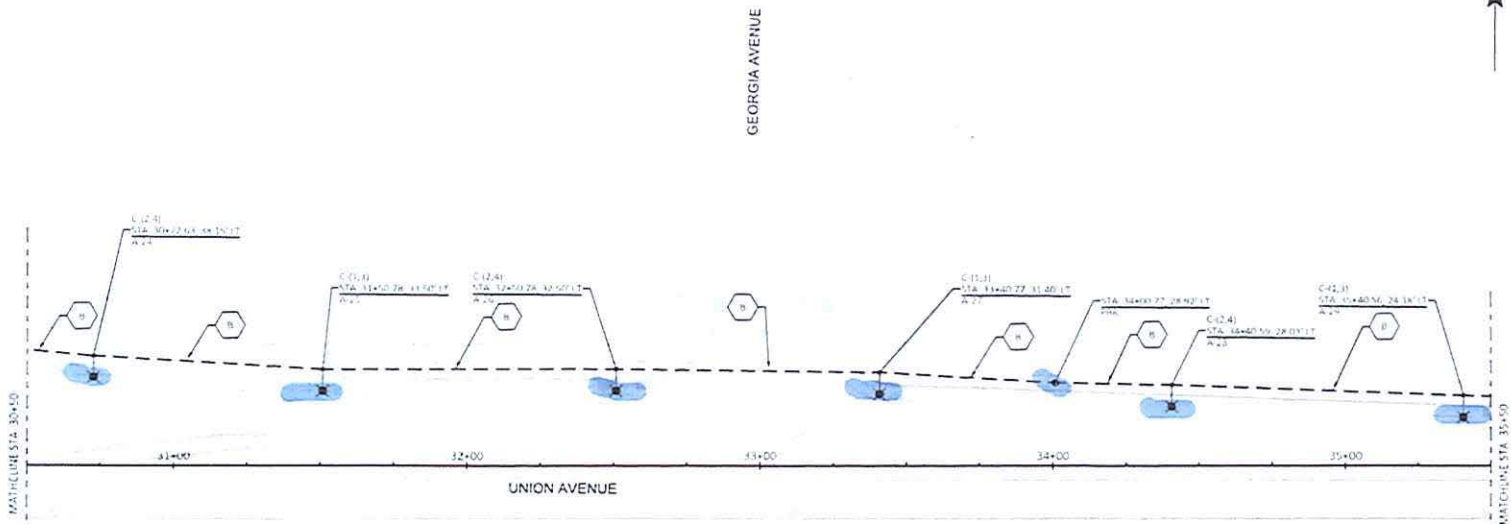
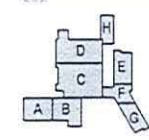
DATE: October 18, 2018
CP-3



R204



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GK 180 2-2105-4870-000-VN-1-1-400
B = GK 180 2-2105-4870-000-VN-1-1-400

- ⚡ LIGHTING UNIT
- ⚡ EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- ☏ LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE WITH PHASER FOOTCANDLE ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- ⚡ CONDUIT STUB-OUT
- ⊕ POLE (DOK 231 X 247)

CABLE AND CONDUIT LEGEND

- ⊕ 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- ⊕ 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT

SYMBOL DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3



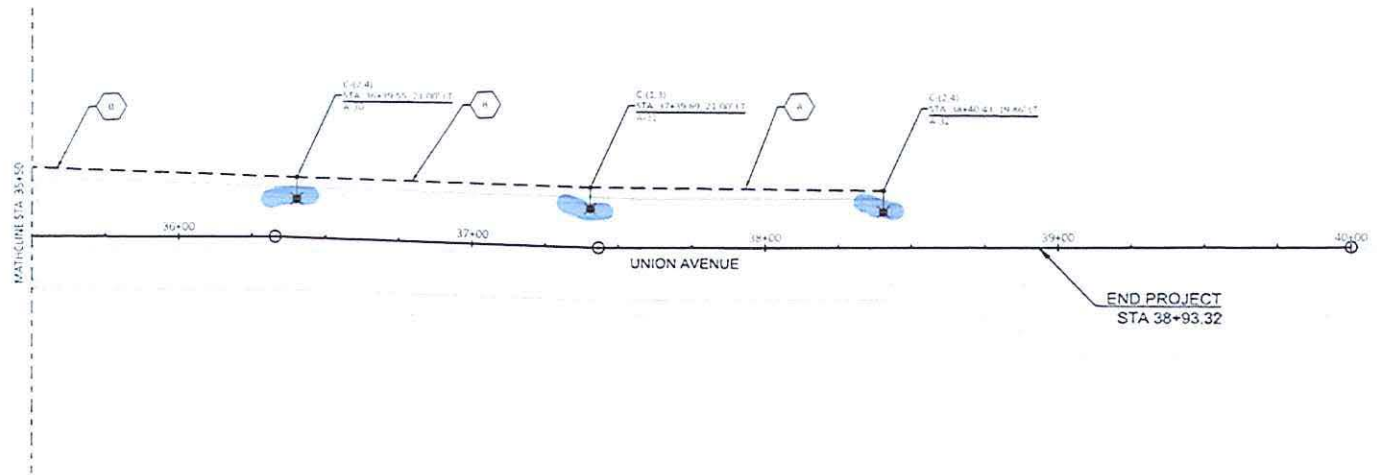
R205

7.24.20

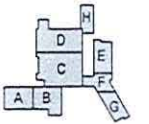
© COPYRIGHT HAMELL, GALEN AND ABRAHAMSON, INC.

- LIGHTING LEGEND**
- CONTROL CABINET DESIGNATION
 - LIGHTING CIRCUIT(S)
 - LOCATION (TO CENTER OF POLE)
 - POLE NUMBER
 - LUMINAIRE DESIGNATION
 - A = GL 18-1-3-1056A-4870 NW UNV HLP RPA2
 - B = GL 18-1-3-1056A-4870 NW UNV HLP RPA2
 - LIGHTING UNIT
 - EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
 - LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER SHELF IN PIEDestal ON CONCRETE CONTROL CABINET BASE
 - CONDUIT (SEE CABLE AND CONDUIT LEGEND)
 - CONDUIT STUB-OUT
 - PULL BOX 12" X 24"

- CABLE AND CONDUIT LEGEND**
- 2 #4 AWG AND 2 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
 - 4 #4 AWG AND 2 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT



Mortenson
 Aurora Health Care
GRAEF
 UNION AVENUE RECONSTRUCTION
 AURORA MEDICAL CENTER SHEBOYGAN COUNTY
 SHEBOYGAN, WI



NO. OF SHEETS	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

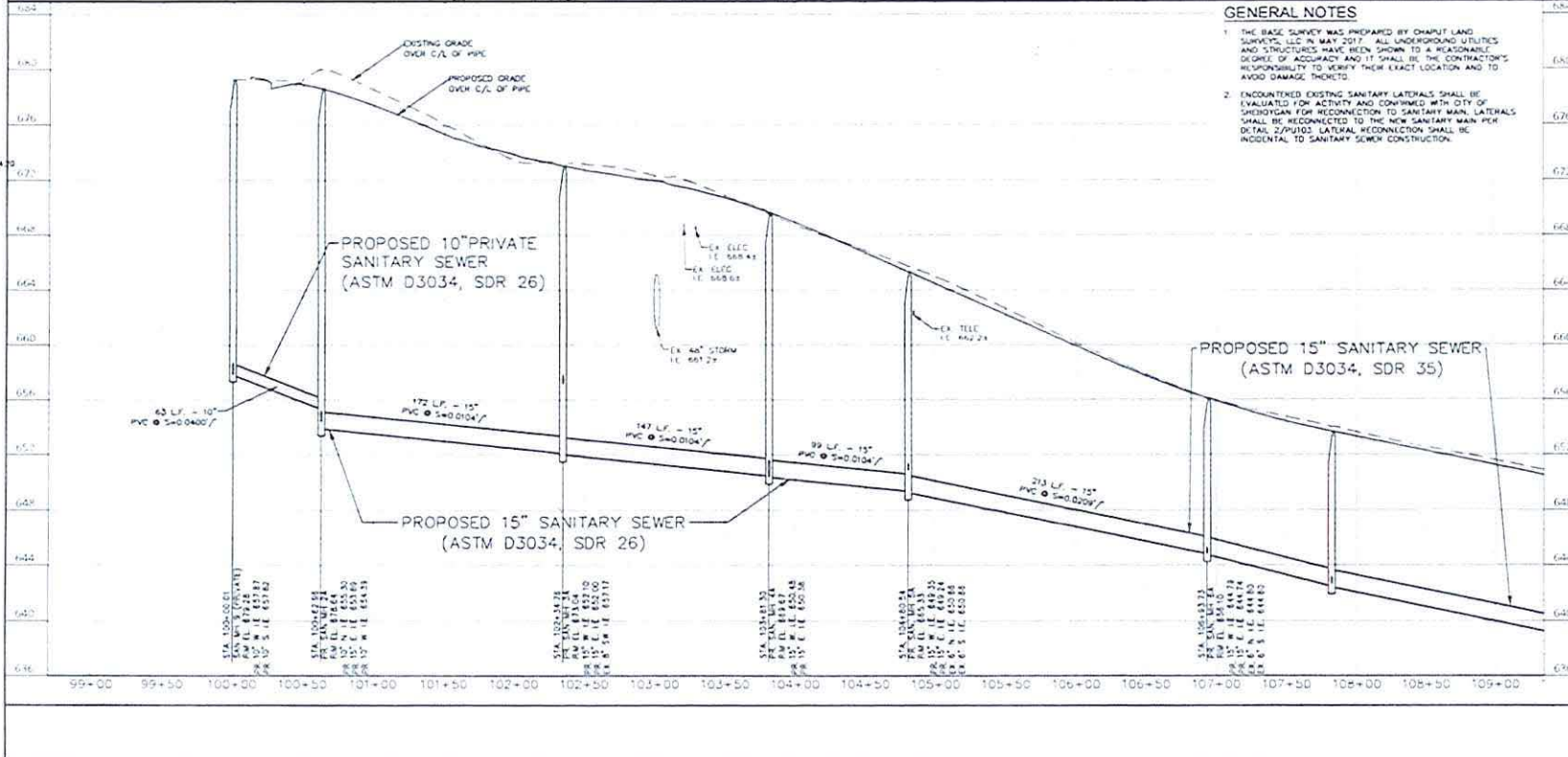
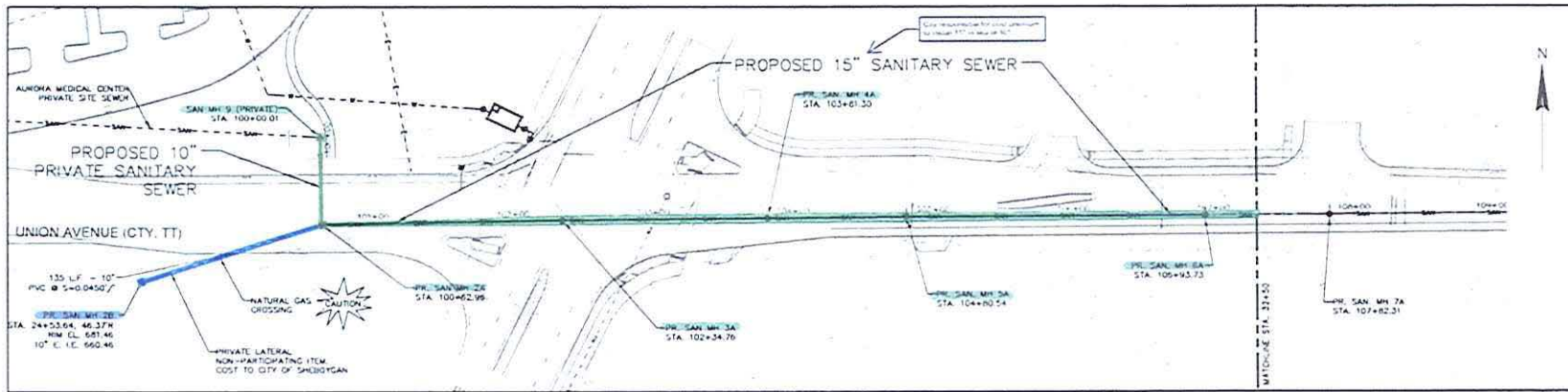
DATE: October 18, 2018

CP-3

R206

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7.24.20



GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY CHAMPLAIN SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERE TO.
2. ENCOUNTERED EXISTING SANITARY LATERALS SHALL BE EVALUATED FOR ACTIVITY AND COORDINED WITH CITY OF SHEBOYGAN FOR RECONNECTION TO SANITARY MAIN. LATERALS SHALL BE RECONNECTED TO THE NEW SANITARY MAIN PER DETAIL 2/19/2018. LATERAL RECONNECTION SHALL BE INCIDENTAL TO SANITARY SEWER CONSTRUCTION.

HGA
333 East Erie Street
Milwaukee, Wisconsin 53222
Telephone 414.274.9281

Mortenson

Aurora Health Care

GR&EF

UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI

DATE: _____

PROJECT NO: 2017-0154

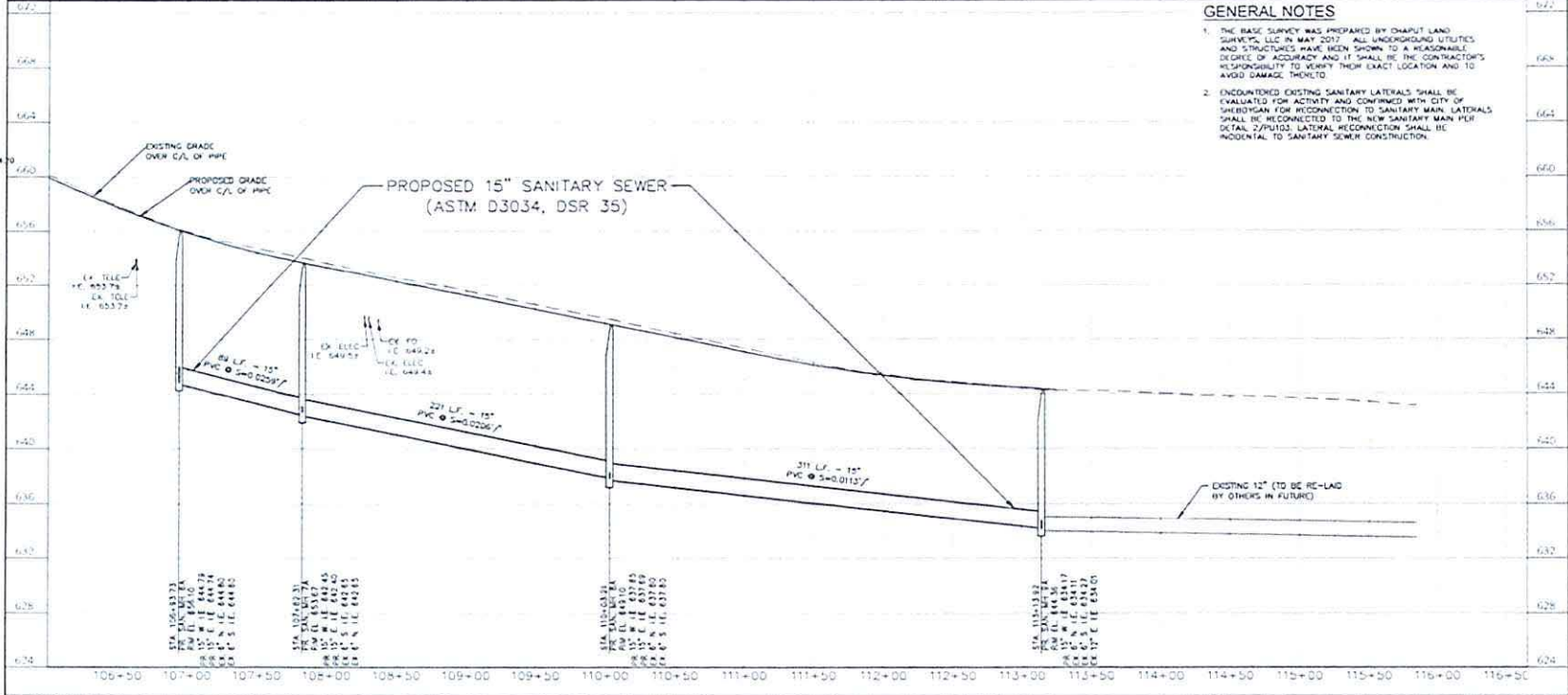
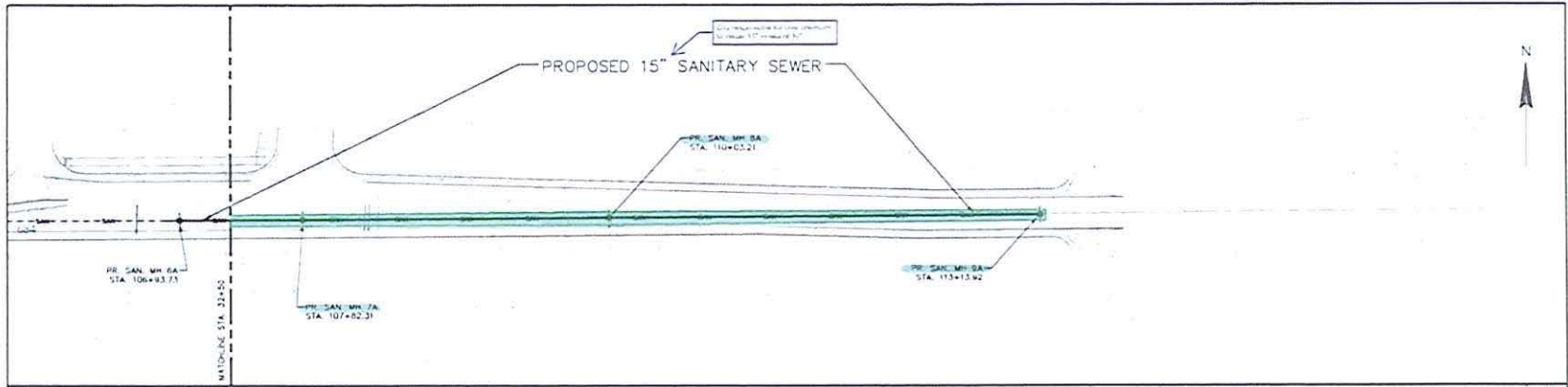
PUBLIC SANITARY SEWER

DATE: April 03, 2020

CP-3

PU100

COPYRIGHT HARVEY GREEN AND ASSOCIATES, INC.

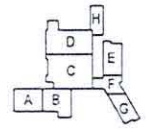


GENERAL NOTES

1. THE BASE SURVEY WAS PREPARED BY CHARLIE LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.
2. ENCOUNTERED EXISTING SANITARY LATERALS SHALL BE EVALUATED FOR ACTIVITY AND CONFIRMED WITH CITY OF SHEBOYGAN FOR RECONNECTION TO SANITARY MAIN. LATERALS SHALL BE RECONNECTED TO THE NEW SANITARY MAIN PER DETAIL 2/1/10-3. LATERAL RECONNECTION SHALL BE INCIDENTAL TO SANITARY SEWER CONSTRUCTION.



GR&E
 UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PUBLIC SANITARY SEWER

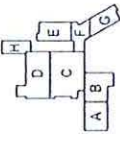
DATE: April 03, 2020

GP-3

PU101



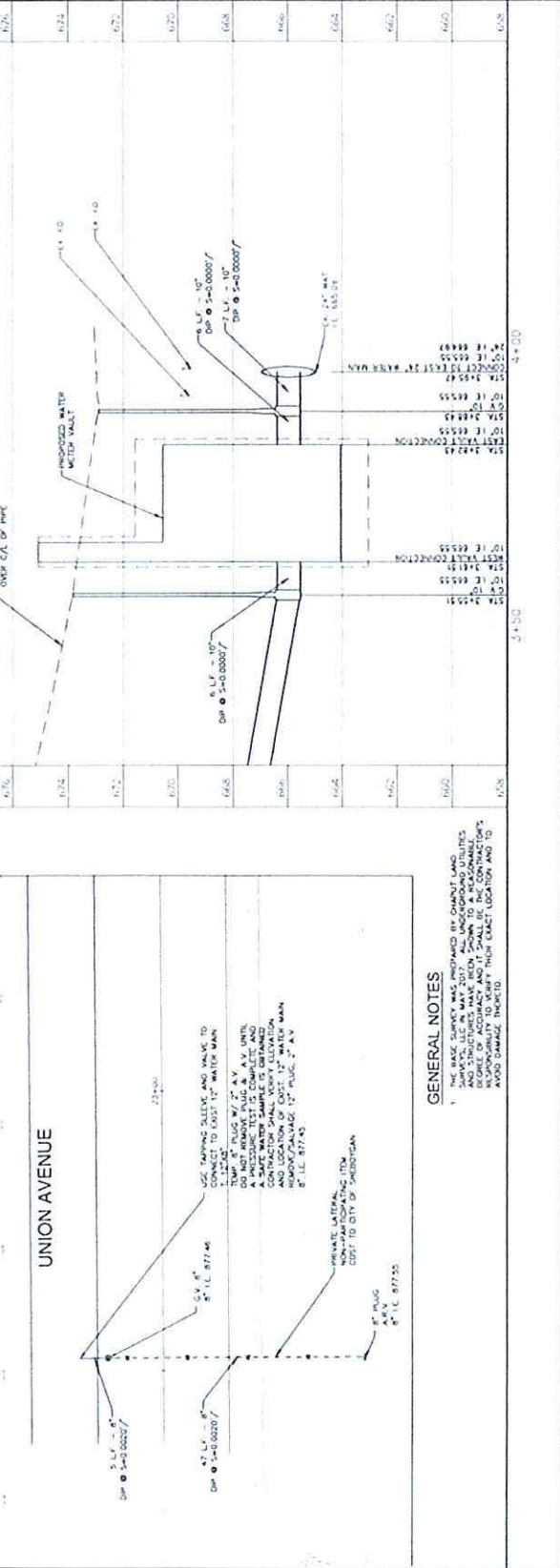
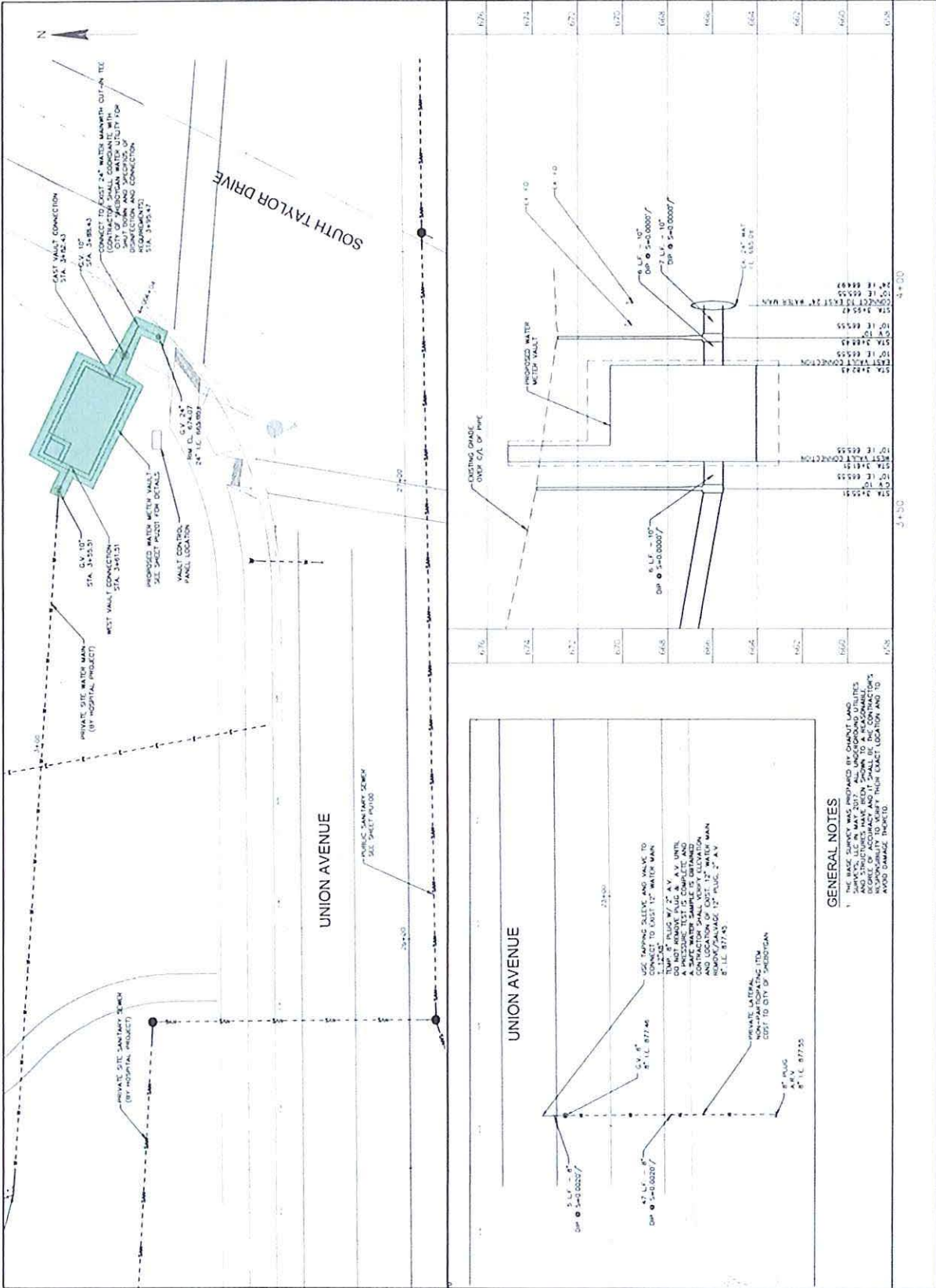
UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



DATE	APR 02, 2020
PROJECT NO.	2017-0154
PUBLIC WATER MAIN	
DATE	APR 02, 2020
CRN	

PU200

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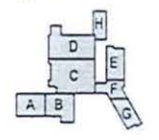


GENERAL NOTES

- 1. THE BASE SURFACE WAS PROVIDED BY CHRYSLER LAND AND DEVELOPMENT. ALL UTILITY LOCATIONS AND DEPTHS ARE AS SHOWN ON THIS PLAN AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE
1	DESIGN	10/18/2018

PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

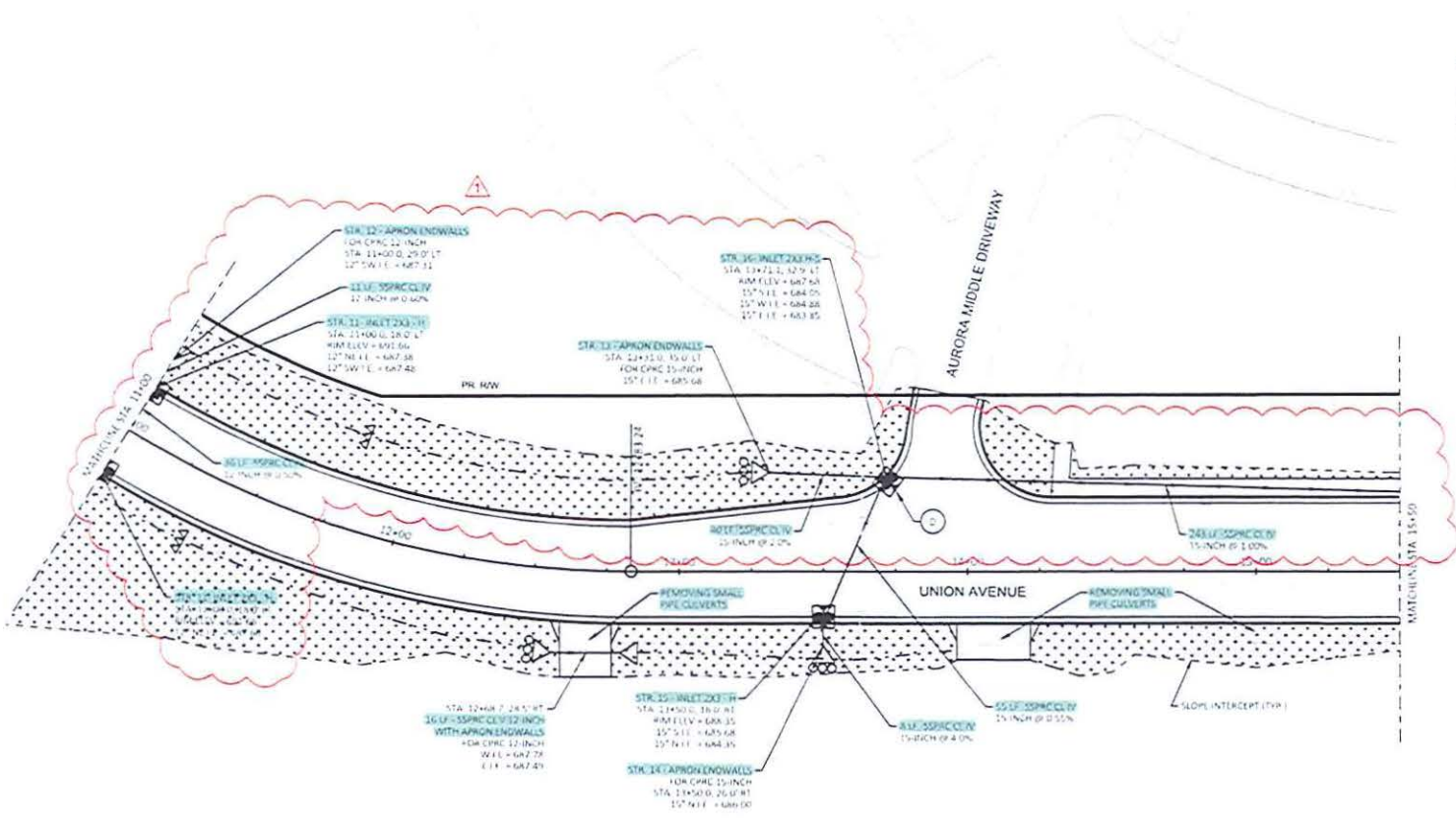
DATE: October 18, 2018

CP-3



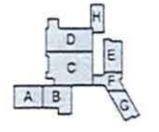
R179

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- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 4" TOPSOIL, SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE

7.24.20



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	07/14/2017
2	ISSUED FOR PERMITS	07/14/2017
3	ISSUED FOR PERMITS	07/14/2017
4	ISSUED FOR PERMITS	07/14/2017
5	ISSUED FOR PERMITS	07/14/2017
6	ISSUED FOR PERMITS	07/14/2017
7	ISSUED FOR PERMITS	07/14/2017
8	ISSUED FOR PERMITS	07/14/2017
9	ISSUED FOR PERMITS	07/14/2017
10	ISSUED FOR PERMITS	07/14/2017

PROJECT NO 2017-0154

DRAINAGE & EROSION CONTROL

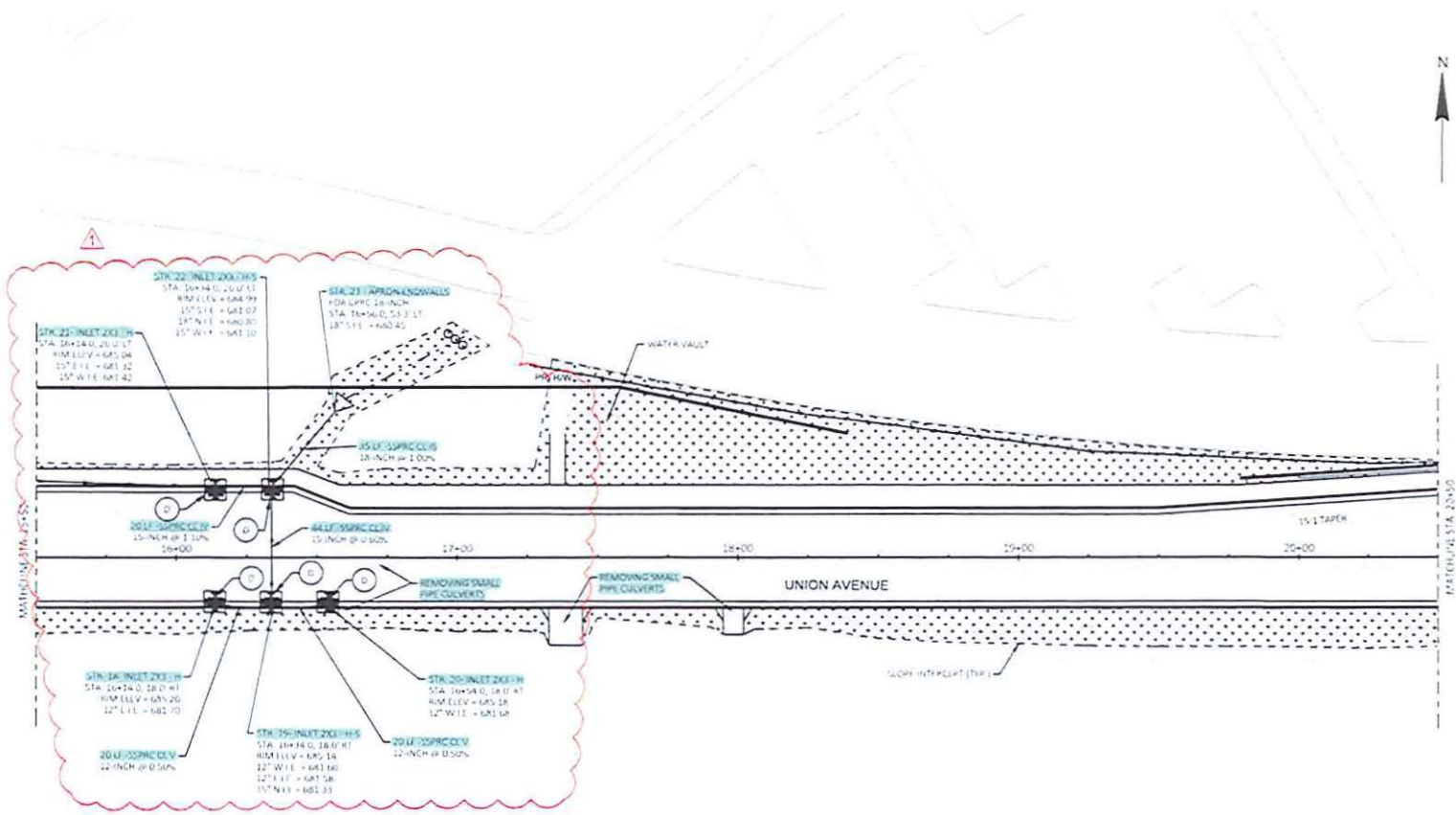
DATE October 18, 2018

CP-3



R180

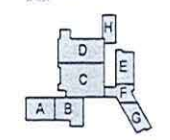
© FRIEDT HARMILL GREEN AND ABRAHAMSON, INC.



LEGEND

- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
- 4" TOPSOIL SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
- DITCH CHECK
- CULVERT PIPE CHECK
- SALT FENCE

7.24.20



NO. OF REVISIONS	DATE

PROJECT NO. 2017-0154

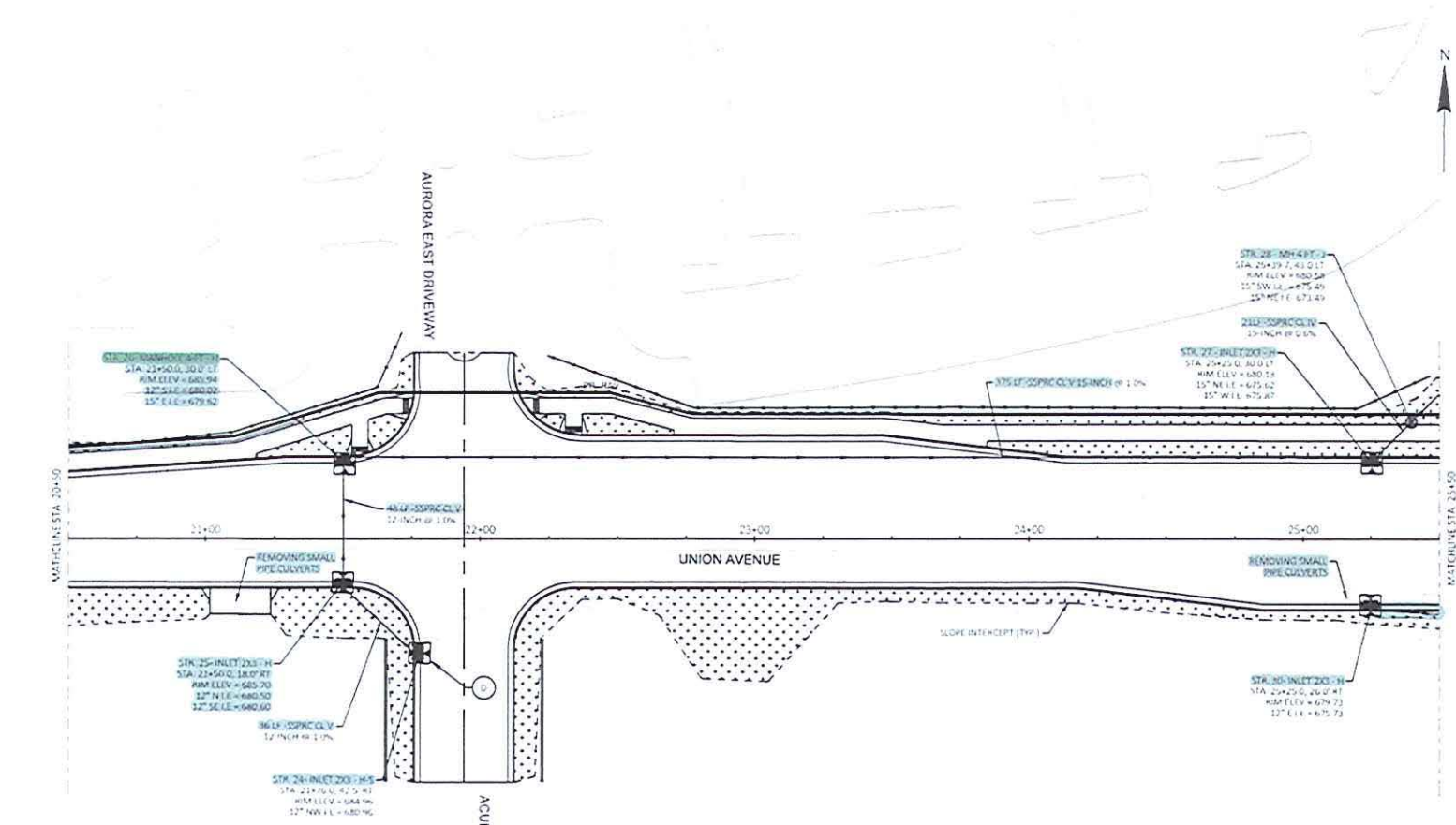
DRAINAGE & EROSION CONTROL




DATE: October 18, 2018

CP-3

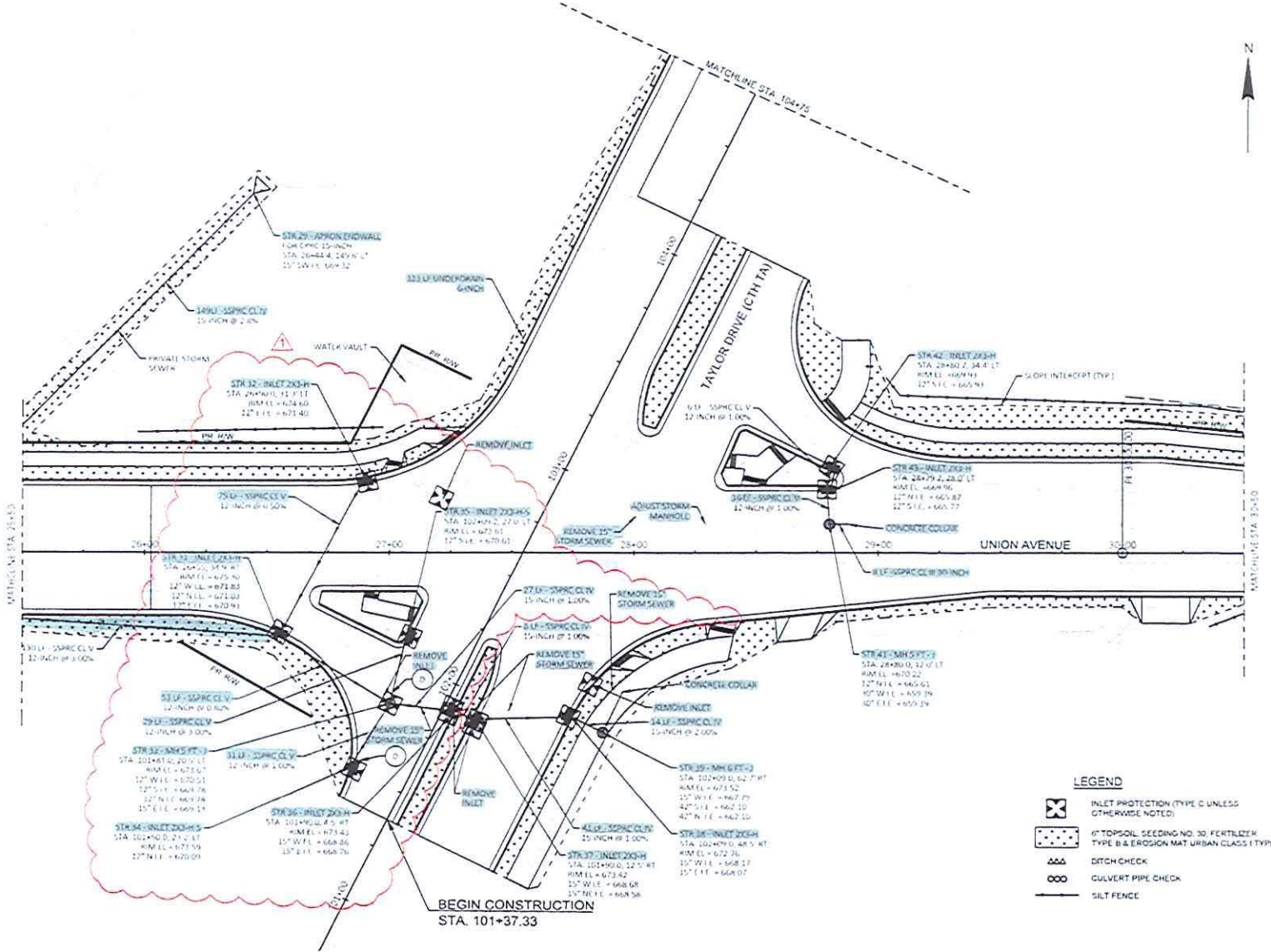


R181

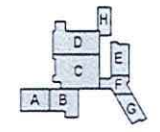


- LEGEND**
-  INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 -  6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT. URBAN CLASS I TYPE A
 -  DITCH CHECK
 -  CULVERT PIPE CHECK
 -  SILT FENCE

7.24.20



7.24.20



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	09/14/2020

PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

DATE: October 18, 2018
 CP-3



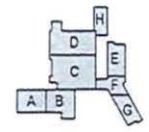
R182



833 East Main Street
Wausau, Wisconsin 54980
Telephone 920.216.8320



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

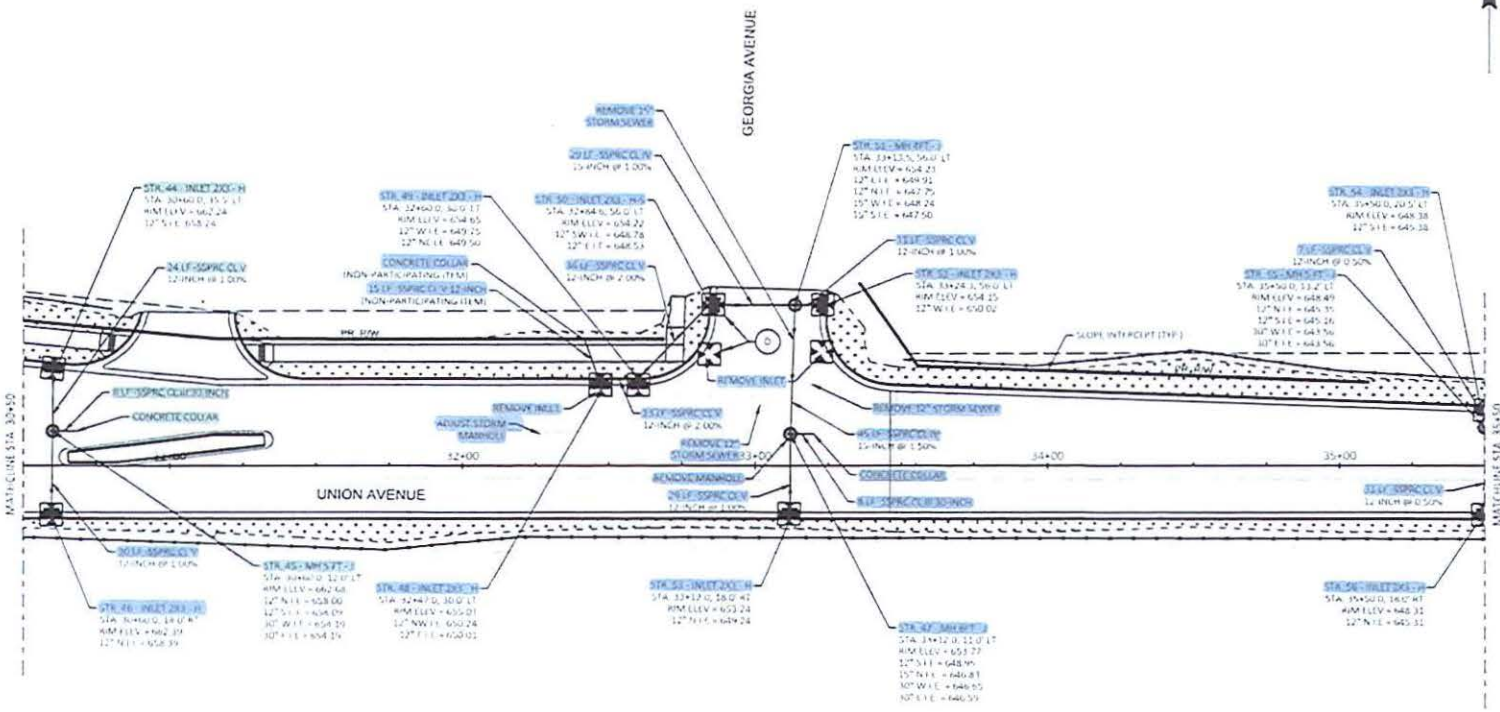
DATE: October 18, 2018

CP-3



R183

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- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE

7.24.20

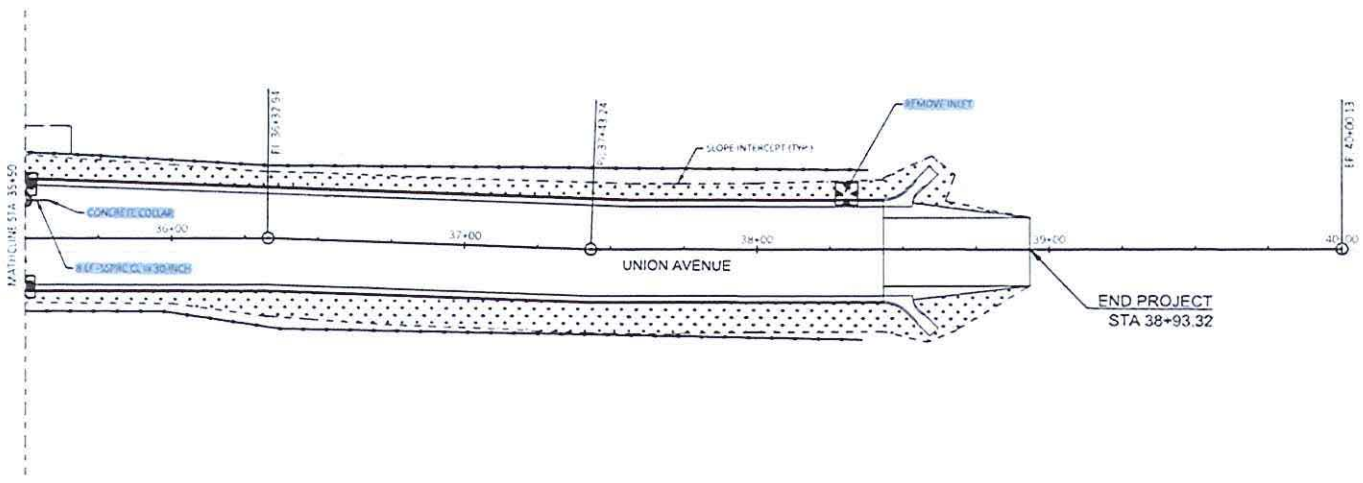
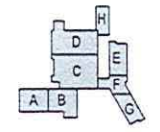


Mortenson

Aurora Health Care

GR&E

UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN WI



- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URBAN GLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SALT FENCE

NO.	DESCRIPTION	DATE

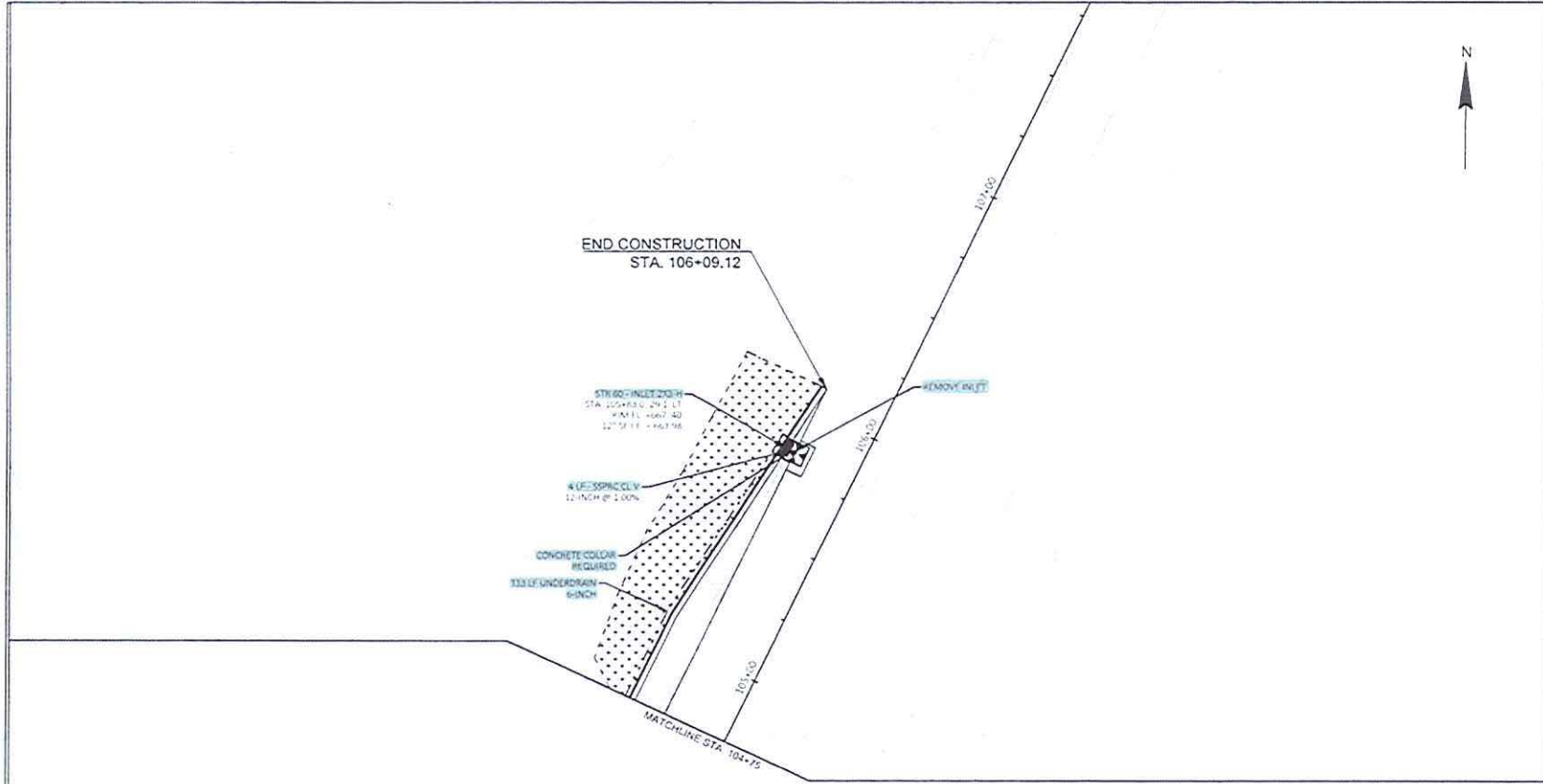
PROJECT NO: 2017-0154

DRAINAGE & EROSION CONTROL






DATE: October 10, 2016

CP-3

7.24.20



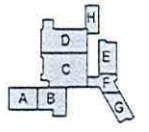
LEGEND

-  INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
-  6" TOPSOIL, SEEDING NO. 30 FERTILIZER TYPE B & EROSION MAT URRAN CLASS I TYPE A
-  DITCH CHECK
-  CULVERT PIPE CHECK
-  SILT FENCE

7.24.20



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

DRAINAGE & EROSION CONTROL

DATE October 18, 2019

CP-3



R185

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Exhibit B

Exhibit B

7.23.20	Project	City of Sheboygan
Subcontracts	\$ 3,236,948	\$ 566,407
Anticipated Expenses	\$ 152,134	\$ -
Subtotal	\$ 3,389,082	\$ 566,407
Design	\$ 170,030	\$ 22,020
General Conditions & General Requirements	\$ 198,396	\$ -
Subtotal	\$ 3,757,508	\$ 588,427
Contingency	\$ 201,670	\$ 70,611
Subtotal	\$ 3,959,178	\$ 659,038
Insurance & Fees	\$ 375,684	\$ -
Connection Fee (AAH Direct Cost)	\$ 71,088	\$ -
Testing (AAH Direct Cost to Graef for services)	\$ 80,000	\$ -
Inspections	By the City	By the City
Subtotal	\$ 4,485,950	\$ 659,038
Total Project Budget	\$ 5,144,988	

Memorandum of Understanding

Between

Aurora Health Care, Inc, a Wisconsin Non-Stock Corporation

and

City of Sheboygan

Purpose

This Memorandum of Understanding (“MOU”) sets forth the terms and understandings between the parties with regard to the location, construction, and fiscal responsibilities for infrastructure improvements associated with the development of the new Aurora Hospital located on the parcel northwest of the intersection of Taylor Drive and Union Avenue in Sheboygan County. Such understanding includes each party’s financial commitment to the infrastructure improvements and an agreement regarding the plan set approved for construction and related project specifications. This MOU is intended to be interpretive of the parties’ understanding of their respective agreements and commitments, but is not intended to in any way modify any prior contracts or agreements between the parties or the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County entered into by the City of Sheboygan, the Sheboygan Water Utility, and the Village of Kohler (“IGA”). Any conflict between this MOU and any such agreements shall be resolved in favor of those agreements.

Background

The Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan, which was given the lead role of reviewing and approving public infrastructure improvements pursuant to the IGA, wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents.

In taking on that role, the City reviewed several design considerations with Aurora and the parties ultimately agreed on a design that is based upon solid design practices and a careful traffic impact analysis. This MOU identifies those elements or sections of infrastructure for which the cost will be borne by each party using color code identification added to the overall site design sheets provided by Graef-USA, Inc. (“Graef”), the designers of the agreed upon improvements.

Section 1

The parties to this MOU are Aurora Health Care, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204, and its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc., AdvocateAurora, and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns (hereinafter “Aurora”), and the City of Sheboygan, a municipal corporation of the State

of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"). Each party hereby agree that those signing this MOU on its behalf are authorized to make said, signature; except, however, that the signatures of those signing on behalf of the City may only do so pursuant to the authority granted to them by the City of Sheboygan Common Council.

Section 2

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are dated July 24, 2020 and attached to this agreement as Exhibit A, including the color coding thereupon, are hereby incorporated as part of this MOU.
2. Regardless of the color code identification, Aurora, which has hired M.A. Mortenson Company ("Mortenson") as its general contractor/project manager, is fully responsible for the successful contracting and construction of the entire project as shown in the design plans for construction created by Graef Engineers.
3. Green highlighted sections on the overall design sheers represent areas of Aurora's financial responsibility, and are projected to cost approximately \$4.49 million.
4. Blue highlighted sections on the overall design sheers represent the areas of the City's financial responsibility, and are projected to cost approximately \$660,000.
5. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."
6. The City of Sheboygan agrees to provide construction inspection on the project to ensure project design and specifications are met. The City shall not be responsible for contractor direction, unless consulted for guidance and approvals. Contractor direction will be the responsibility of Aurora and its general contractor/project manager. Approvals from the City of Sheboygan will be in writing from the Director of Public Works or his/her designee.
7. The City of Sheboygan agrees to allow the complete shutdown of the Taylor Drive and Union Avenue intersection until the repaving is ready for traffic. Upon completion of the intersection, including repaving, the intersection may operate under traffic with temporary signals until new traffic signals and standards are installed. The City of Sheboygan will not be responsible for any contractor claims for material delays or cold weather construction.
8. Any change order to this contract that substantially increases the costs of this project and any associated contracts shall be reviewed by the City prior to executing said change. Failure to communicate or review changes with the City of Sheboygan Director of Public Works or his/her designee that affect the design, costs and timing, shall result in Aurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

9. The City of Sheboygan agrees to make monthly payments for the cost of the work under the City of Sheboygan's responsibility.

Section 3

By entering into this MOU, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this MOU shall not create any rights or obligations on the part of any party not a signatory hereto.

Section 4

This MOU shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 5

Any notice or other communication required or permitted to be given pursuant to this MOU shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

<signatures appear on the following page>

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

By:

Michael J. Vandersteen, Mayor

Date

Attest:

Meredith De Bruin, City Clerk

Date

Signatures authorized pursuant to Res. ____-20-21.

AURORA HEALTH CARE, INC.,
A Wisconsin Non-Stock Corporation

By:

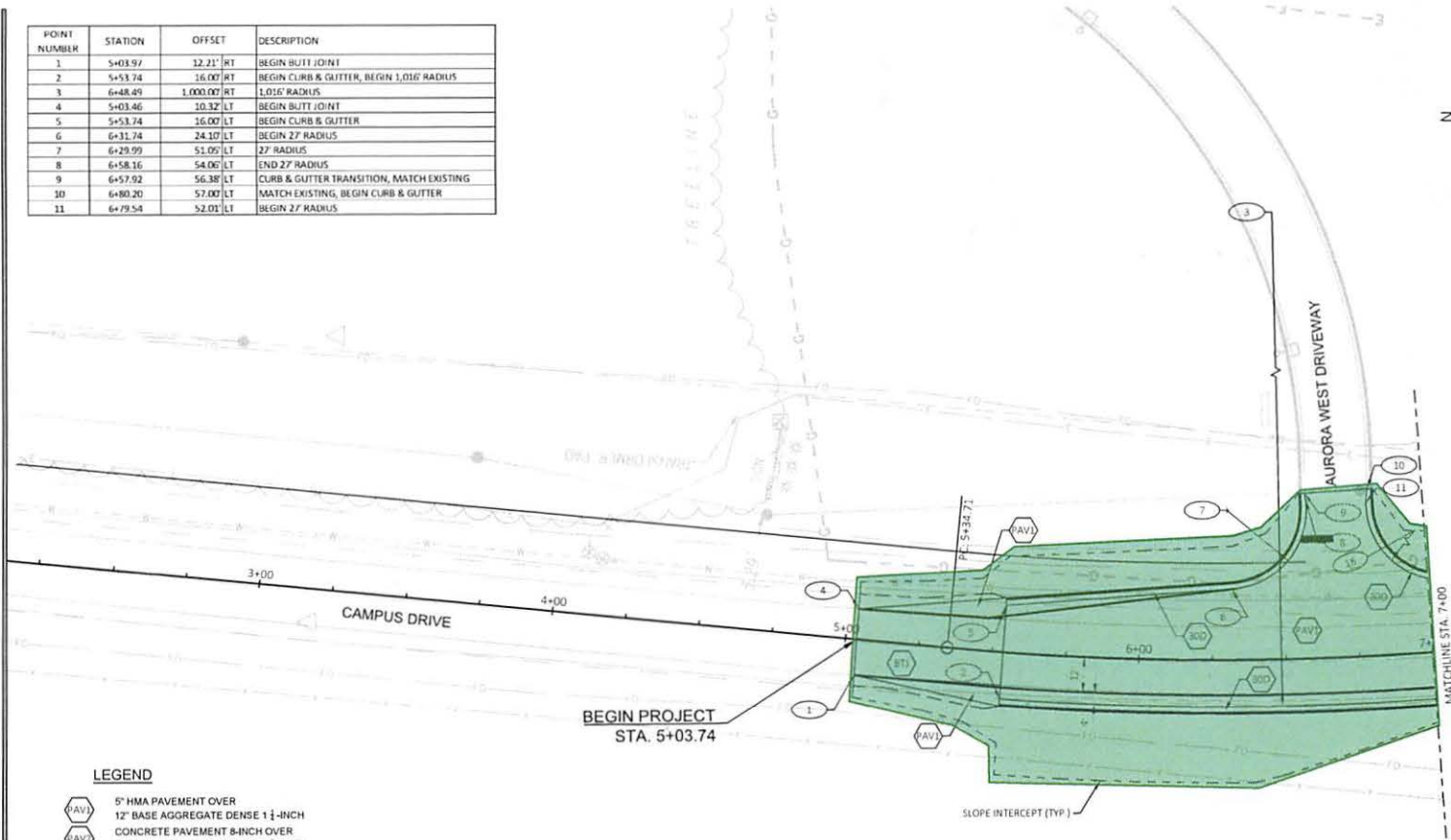
Albert Manshum,
Senior Vice President, Support Services

Date

Date

Exhibit A

POINT NUMBER	STATION	OFFSET	DESCRIPTION
1	5+03.97	12.21' RT	BEGIN BUTT JOINT
2	5+53.74	16.00' RT	BEGIN CURB & GUTTER, BEGIN 1,016' RADIUS
3	6+48.49	1,000.00' RT	1,016' RADIUS
4	5+03.46	10.32' LT	BEGIN BUTT JOINT
5	5+53.74	16.00' LT	BEGIN CURB & GUTTER
6	6+32.74	24.10' LT	BEGIN 27' RADIUS
7	6+29.99	51.05' LT	27' RADIUS
8	6+58.16	54.06' LT	END 27' RADIUS
9	6+57.92	56.38' LT	CURB & GUTTER TRANSITION, MATCH EXISTING
10	6+80.20	57.00' LT	MATCH EXISTING, BEGIN CURB & GUTTER
11	6+79.54	52.01' LT	BEGIN 27' RADIUS



LEGEND

- 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/4-INCH
- CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/4-INCH
- CONCRETE CURB & GUTTER, 30 - INCH TYPE D
- CONCRETE CURB & GUTTER, 30 - INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/4-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/4-INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

7.24.20



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE

PROJECT NO: 2017-0154

PLAN DETAILS

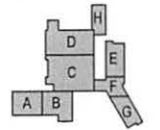
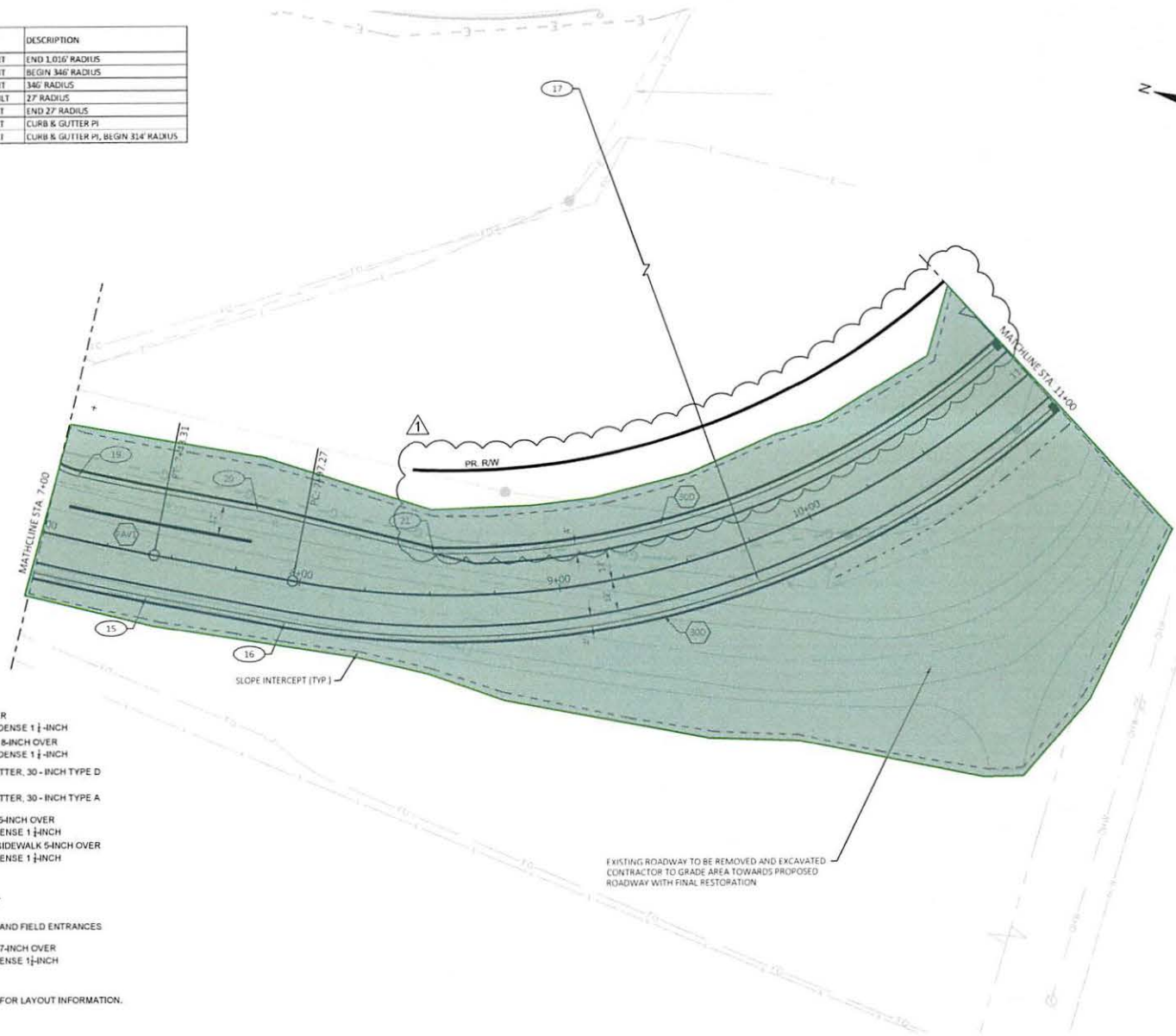
DATE: October 18, 2018

CP-3



R159

POINT NUMBER	STATION	OFFSET	DESCRIPTION
15	7+43.30	16.00 RT	END 1.010' RADIUS
16	7+92.27	16.00 RT	BEGIN 346' RADIUS
17	7+92.27	330.00 RT	346' RADIUS
18	7+07.99	51.00 RLT	27' RADIUS
19	7+07.99	24.00 LT	END 27' RADIUS
20	7+79.09	24.00 LT	CURB & GUTTER PI
21	8+51.17	16.00 LT	CURB & GUTTER PI, BEGIN 314' RADIUS



NO	DESCRIPTION	DATE
1	DESIGNED	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018

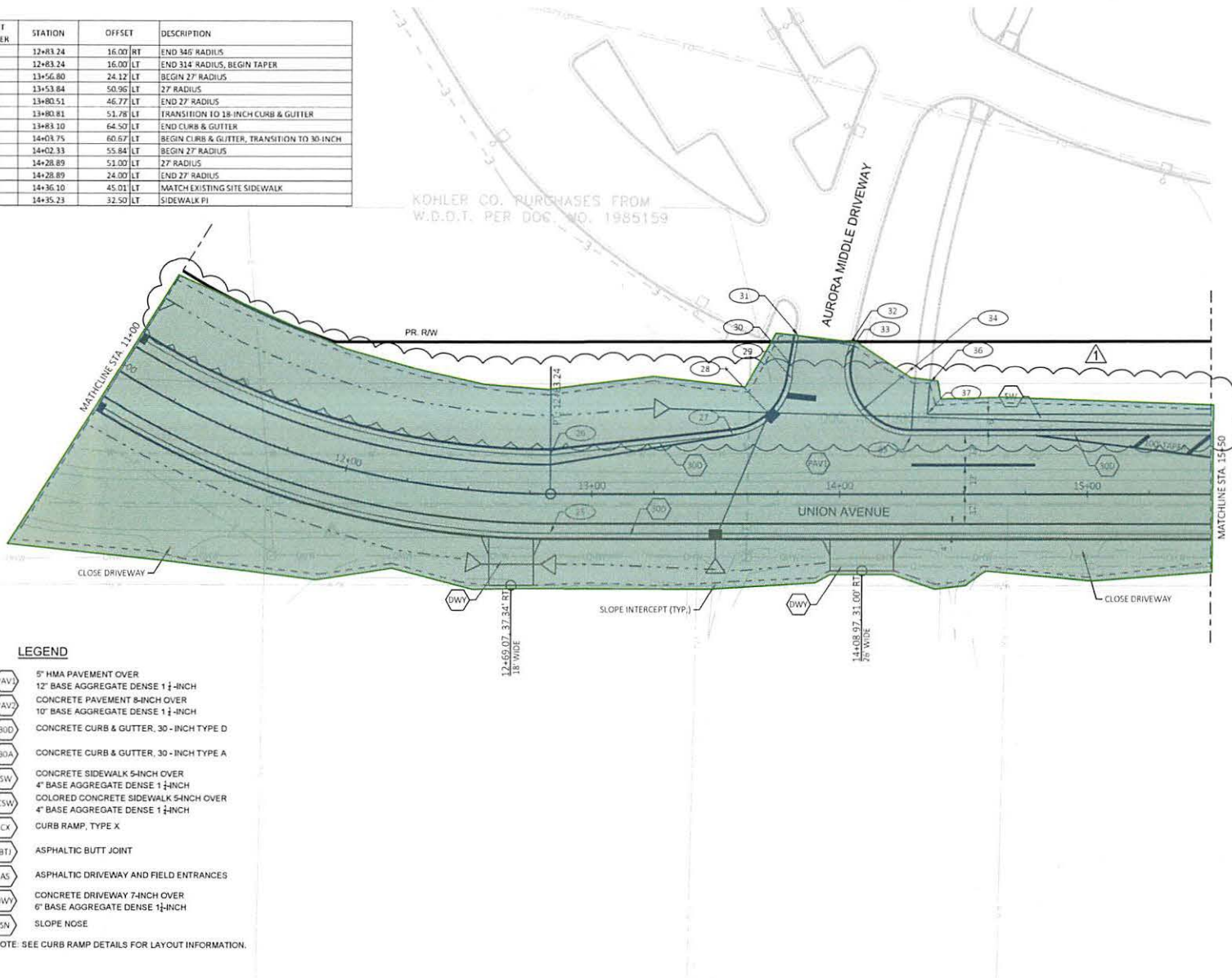
CP-3

R160

7.24.20

POINT NUMBER	STATION	OFFSET	DESCRIPTION
25	12+83.24	16.00 RT	END 345 RADIUS
26	12+83.24	16.00 LT	END 314 RADIUS, BEGIN TAPER
27	13+56.80	24.12 LT	BEGIN 27' RADIUS
28	13+53.84	50.96 LT	27' RADIUS
29	13+80.51	46.77 LT	END 27' RADIUS
30	13+80.81	51.78 LT	TRANSITION TO 18-INCH CURB & GUTTER
31	13+83.10	64.50 LT	END CURB & GUTTER
32	14+03.75	60.67 LT	BEGIN CURB & GUTTER, TRANSITION TO 30-INCH
33	14+02.33	55.84 LT	BEGIN 27' RADIUS
34	14+28.89	51.09 LT	27' RADIUS
35	14+28.89	24.00 LT	END 27' RADIUS
36	14+36.10	45.01 LT	MATCH EXISTING SITE SIDEWALK
37	14+35.23	32.50 LT	SIDEWALK PI

KOHLER CO. PURCHASES FROM
W.D.O.T. PER DDC NO. 1985159



LEGEND

- AV1 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
- AV2 CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
- AV3 CONCRETE CURB & GUTTER, 30-INCH TYPE D
- AV4 CONCRETE CURB & GUTTER, 30-INCH TYPE A
- SW CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- CSW CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
- CX CURB RAMP, TYPE X
- BT ASPHALTIC BUTT JOINT
- AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- SN SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE
1	CB-001	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

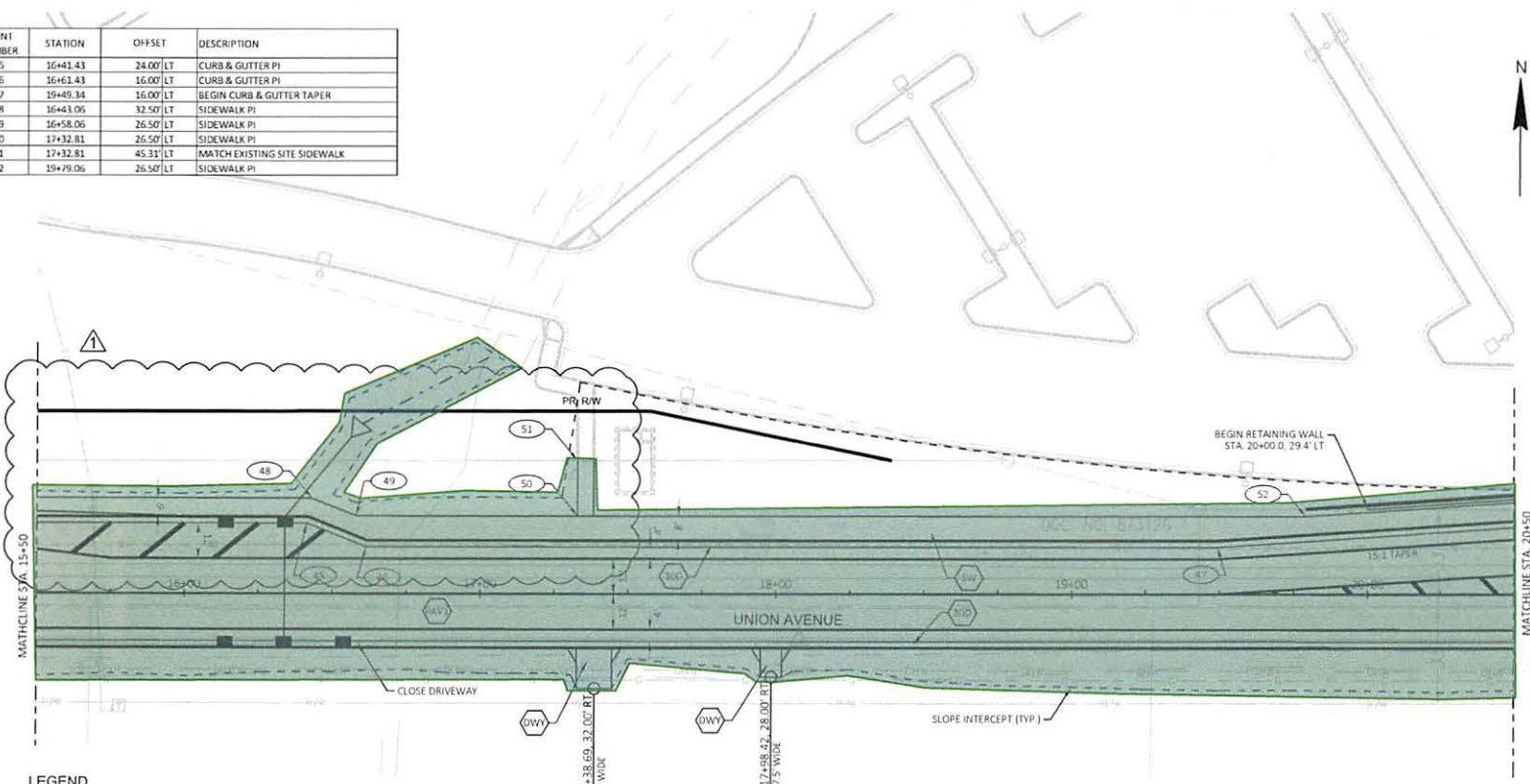
DATE: October 18, 2018

CP-3



7.24.20

POINT NUMBER	STATION	OFFSET	DESCRIPTION
45	16+41.43	24.00' LT	CURB & GUTTER PI
46	16+61.43	16.00' LT	CURB & GUTTER PI
47	19+49.34	16.00' LT	BEGIN CURB & GUTTER TAPER
48	16+43.05	32.50' LT	SIDEWALK PI
49	16+58.05	26.50' LT	SIDEWALK PI
50	17+32.81	26.50' LT	SIDEWALK PI
51	17+32.81	45.31' LT	MATCH EXISTING SITE SIDEWALK
52	19+79.05	26.50' LT	SIDEWALK PI



LEGEND

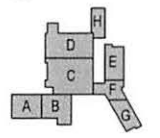
- PAV1 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
- PAV2 CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
- SOD CONCRETE CURB & GUTTER, 30-INCH TYPE D
- 30A CONCRETE CURB & GUTTER, 30-INCH TYPE A
- SW CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- CSW COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- CX CURB RAMP, TYPE X
- BTI ASPHALTIC BUTT JOINT
- AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- DWY CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
- SN SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

7.24.20



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE
1	CB-001	05/14/2020

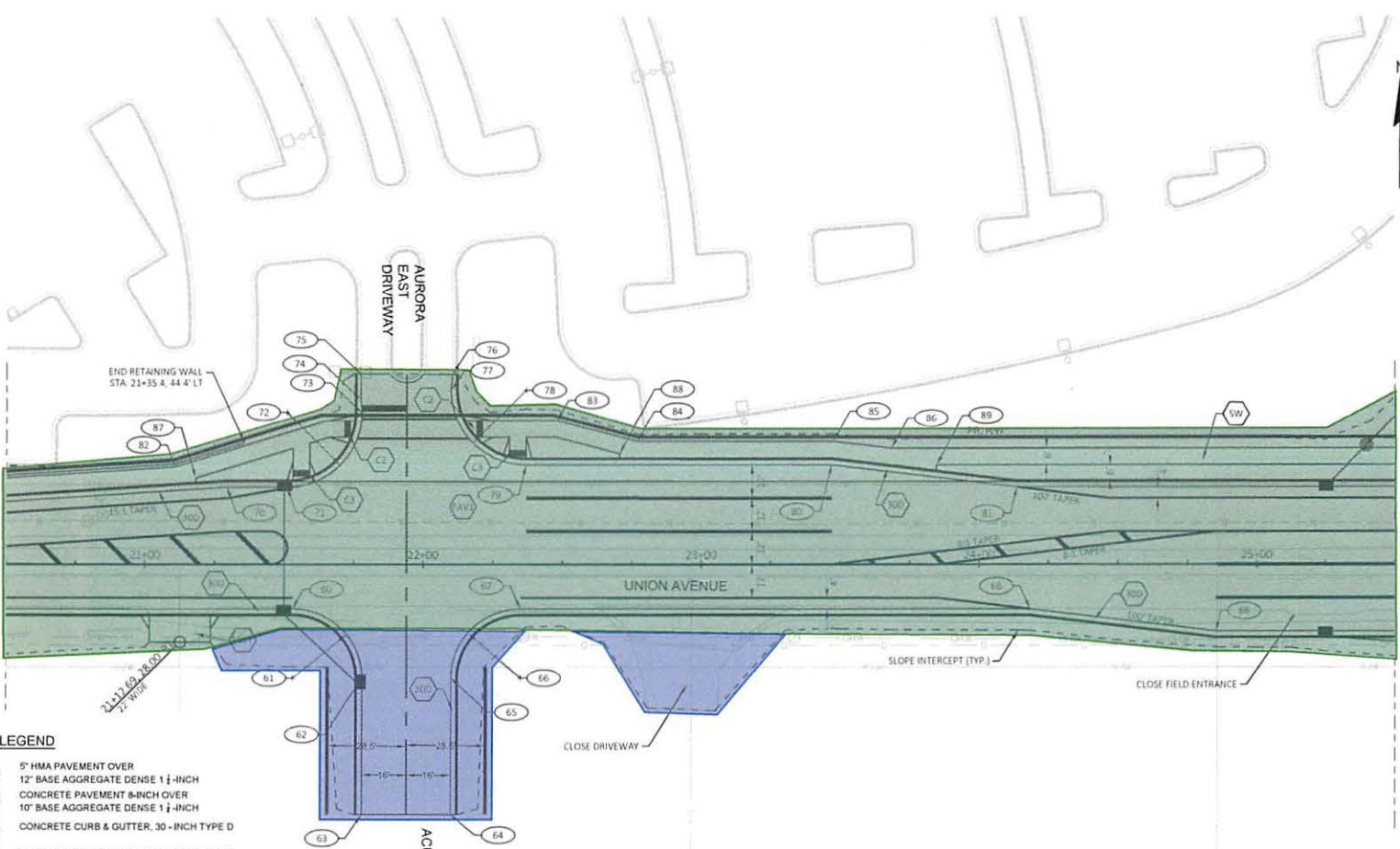
PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3

R162



- LEGEND**
- PAV1 5" HMA PAVEMENT OVER 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - PAV2 CONCRETE PAVEMENT 8-INCH OVER 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - S00 CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - S0A CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - SW CONCRETE SIDEWALK 5/8-INCH OVER 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - CSW COLORED CONCRETE SIDEWALK 5/8-INCH OVER 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - CX CURB RAMP, TYPE X
 - BTJ ASPHALTIC BUTT JOINT
 - AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - DWV CONCRETE DRIVEWAY 7-INCH OVER 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - SH SLOPE NGSG
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

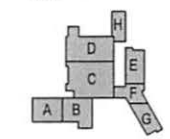
POINT NUMBER	STATION	OFFSET	DESCRIPTION
60	21+53.03	16.00' RT	BEGIN 25' RADIUS
61	21+53.03	41.00' RT	25' RADIUS
62	21+78.03	40.99' RT	END 25' RADIUS
63	21+78.06	90.38' RT	END CURB & GUTTER
64	22+09.91	90.36' RT	BEGIN CURB & GUTTER
65	22+10.03	41.02' RT	BEGIN 25' RADIUS
66	22+35.03	41.00' RT	25' RADIUS
67	22+35.03	16.00' RT	END 25' RADIUS
68	24+18.45	16.00' RT	CURB & GUTTER PI, BEGIN 100' TAPER
69	24+85.12	24.00' RT	CURB & GUTTER PI, END 100' TAPER
70	21+29.34	28.00' LT	CURB & GUTTER PI
71	21+50.88	28.00' LT	BEGIN 27' RADIUS
72	21+50.88	55.00' LT	27' RADIUS
73	21+77.88	54.79' LT	END 27' RADIUS
74	21+77.82	59.79' LT	CURB & GUTTER TRANSITION TO 18-INCH

POINT NUMBER	STATION	OFFSET	DESCRIPTION
75	21+77.47	69.00' LT	END CURB & GUTTER
76	22+10.48	68.74' LT	BEGIN CURB & GUTTER, TRANSITION TO 30-INCH
77	22+09.93	63.08' LT	BEGIN 27' RADIUS
78	22+36.93	63.00' LT	27' RADIUS
79	22+36.93	36.00' LT	END 27' RADIUS
80	23+46.96	36.00' LT	CURB & GUTTER PI
81	24+13.63	28.00' LT	CURB & GUTTER PI
82	21+10.88	35.29' LT	SIDEWALK PI
83	22+48.04	52.07' LT	SIDEWALK PI
84	22+76.93	44.50' LT	SIDEWALK PI
85	23+47.47	44.50' LT	SIDEWALK PI
86	23+68.30	42.00' LT	SIDEWALK PI
87	21+18.19	31.27' LT	SIDEWALK PI
88	22+70.43	40.00' LT	SIDEWALK PI
89	23+84.73	36.00' LT	SIDEWALK PI



GRAEF

UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

PLAN DETAILS

DATE: October 18, 2018

CP-3



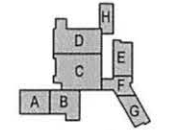
POINT NUMBER	STATION	OFFSET	DESCRIPTION
100	26+02.51	24.00 RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
101	26+14.17	24.00 RT	BEGIN 100' RADIUS
102	26+14.17	124.00 RT	100' RADIUS
103	26+00.03	35.14 RT	END 100' RADIUS, BEGIN 50' RADIUS
104	26+37.10	79.57 RT	50' RADIUS
105	26+81.80	101.97 RT	END 50' RADIUS, END CURB & GUTTER
106	101+37.31	2.50 RT	BEGIN CURB & GUTTER
107	102+19.72	2.50 RT	BEGIN 4' RADIUS
108	102+19.72	6.50 RT	4' RADIUS
109	102+21.35	10.15 RT	END 4' RADIUS, BEGIN 50' RADIUS
110	102+00.96	35.50 RT	50' RADIUS
111	102+00.96	14.50 RT	END 50' RADIUS
112	101+37.25	34.5' RT	END CURB & GUTTER
113	27+40.81	131.61 RT	BEGIN CURB & GUTTER
114	27+73.47	66.02 RT	BEGIN 70' RADIUS
115	28+36.14	97.22 RT	70' RADIUS
116	28+29.17	27.57 RT	END 70' RADIUS
117	29+44.82	16.00 RT	CURB & GUTTER PI
118	26+02.48	28.00 LT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT

LEGEND

- PAV 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
 - PAV 10" CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
 - 30D CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - 30A CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - SW CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
 - CSW COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
 - CX CURB RAMP, TYPE X
 - BTJ ASPHALTIC BUTT JOINT
 - AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - DWY CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
 - SN SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



GRAEF
 UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



NO.	DESCRIPTION	DATE
1	CB-001	05/14/2020

PROJECT NO. 2017-0154

PLAN DETAILS

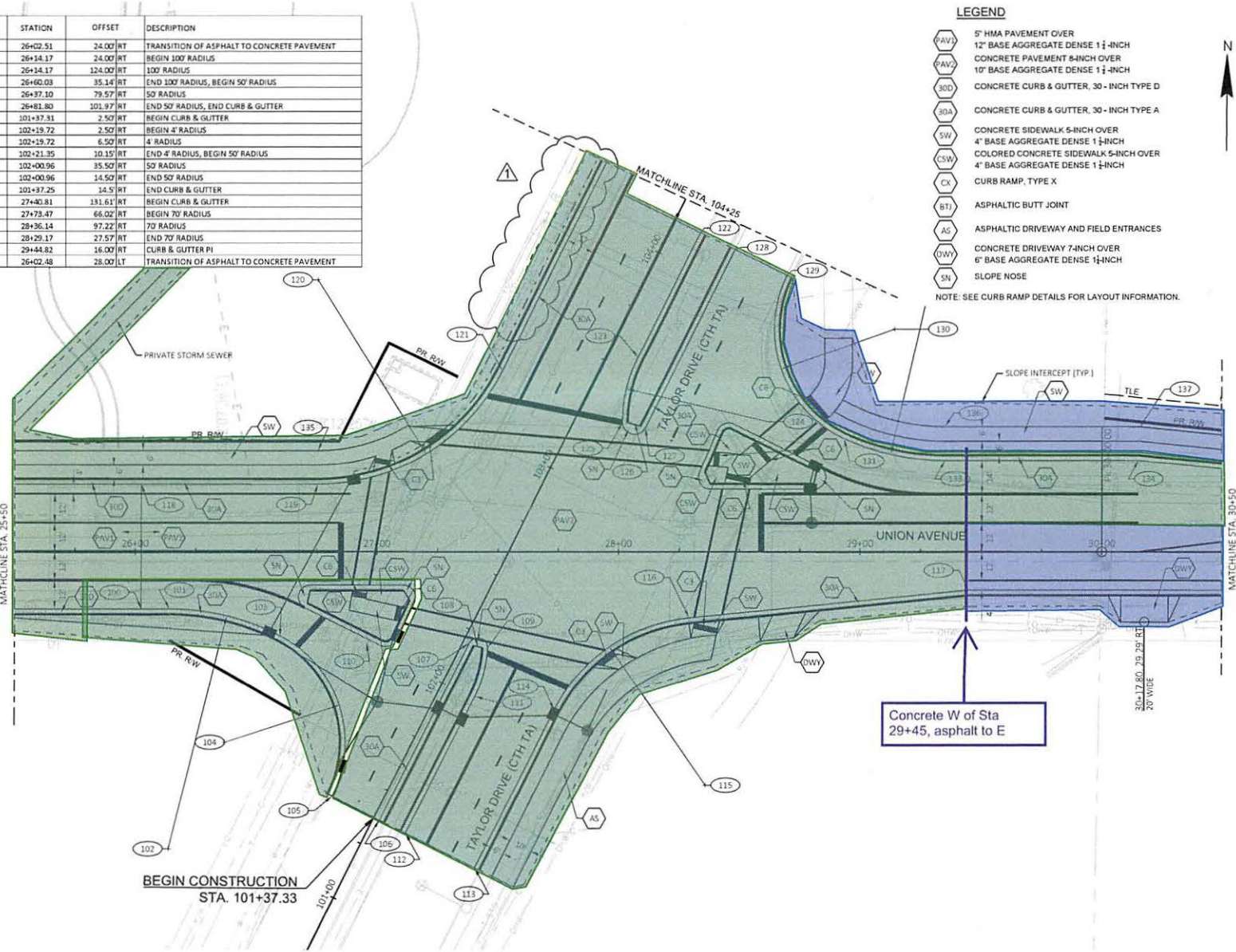
DATE: October 18, 2018

CP-3

R164

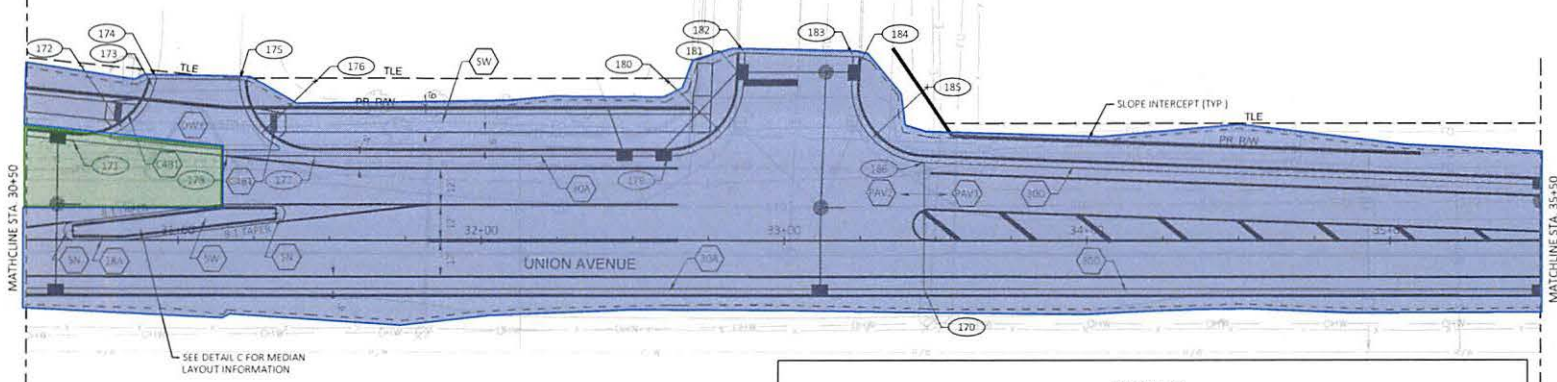


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POINT NUMBER	STATION	OFFSET	DESCRIPTION
170	33+46.16	16.00 RT	TRANSITION FROM CONCRETE TO ASPHALT PAVEMENT
171	30+65.35	33.00 LT	BEGIN 25' RADIUS
172	30+67.83	57.91' LT	25' RADIUS
173	30+91.70	50.45' LT	END 25' RADIUS
174	30+92.72	53.73' LT	END CURB & GUTTER
175	31+20.03	53.34' LT	BEGIN 25' RADIUS
176	31+45.03	53.00' LT	25' RADIUS
177	31+45.03	28.00' LT	END 25' RADIUS
178	31+16.11	28.00' LT	CURB & GUTTER PI
179	32+61.40	28.00' LT	BEGIN 25' RADIUS
180	32+61.40	53.00' LT	25' RADIUS
181	32+96.39	53.90' LT	END 25' RADIUS
182	32+96.84	62.36' LT	END CURB & GUTTER
183	33+22.48	61.14' LT	BEGIN CURB & GUTTER
184	33+22.18	54.10' LT	BEGIN 25' RADIUS
185	33+47.07	50.95' LT	25' RADIUS
186	33+46.16	25.97' LT	END 25' RADIUS, TRASITION FROM CONCRETE TO ASPHALT



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE

PROJECT NO. 2017-0154

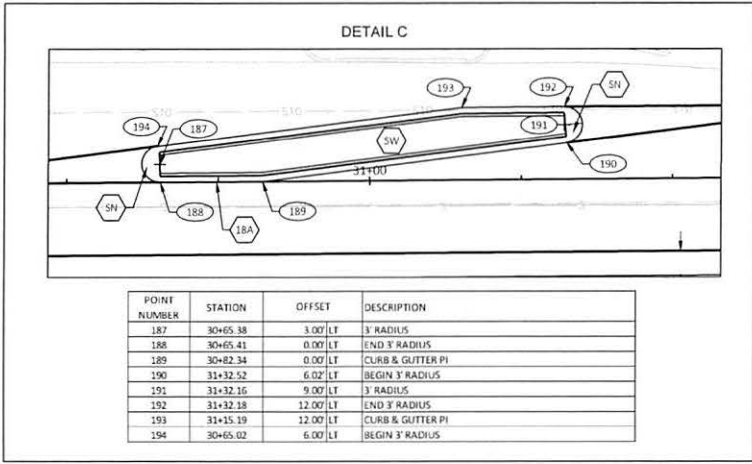
PLAN DETAILS

DATE: October 18, 2018

CP-3

R166

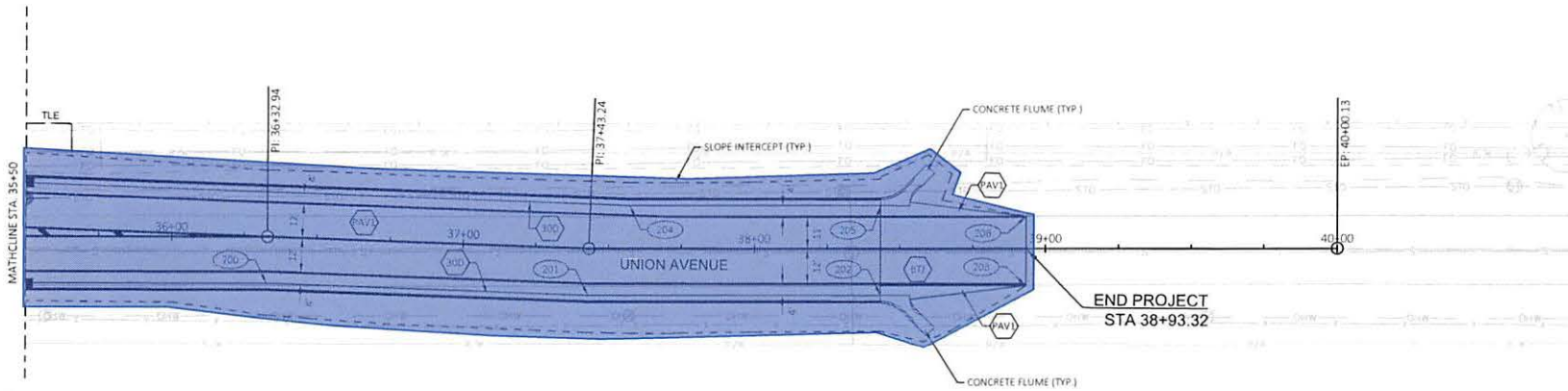
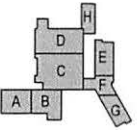
- LEGEND**
- (PAV) 5" HMA PAVEMENT OVER
 - (PAV) 12" BASE AGGREGATE DENSE 1 1/2-INCH
 - (PAV) CONCRETE PAVEMENT 8-INCH OVER
 - (PAV) 10" BASE AGGREGATE DENSE 1 1/2-INCH
 - (30D) CONCRETE CURB & GUTTER, 30-INCH TYPE D
 - (30A) CONCRETE CURB & GUTTER, 30-INCH TYPE A
 - (SW) CONCRETE SIDEWALK 5-INCH OVER
 - (SW) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CSW) COLORED CONCRETE SIDEWALK 5-INCH OVER
 - (CSW) 4" BASE AGGREGATE DENSE 1 1/2-INCH
 - (CX) CURB RAMP, TYPE X
 - (BTJ) ASPHALTIC BUTT JOINT
 - (AS) ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - (DWW) CONCRETE DRIVEWAY 7-INCH OVER
 - (DWW) 6" BASE AGGREGATE DENSE 1 1/2-INCH
 - (SN) SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.



POINT NUMBER	STATION	OFFSET	DESCRIPTION
200	36+32.65	16.00' RT	CURB & GUTTER PI
201	37+43.24	16.00' RT	CURB & GUTTER PI
202	38+43.34	16.00' RT	END CURB & GUTTER
203	38+93.34	12.64' RT	END BUTT JOINT
204	37+57.34	15.00' LT	CURB & GUTTER PI
205	38+43.30	15.00' LT	END CURB & GUTTER
206	38+93.31	11.12' LT	END BUTT JOINT



UNION AVENUE
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AURORA MEDICAL
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SHEBOYGAN, WI



LEGEND

- 5" HMA PAVEMENT OVER
12" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE PAVEMENT 8-INCH OVER
10" BASE AGGREGATE DENSE 1 1/2-INCH
- CONCRETE CURB & GUTTER, 30-INCH TYPE D
- CONCRETE CURB & GUTTER, 30-INCH TYPE A
- CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- COLORED CONCRETE SIDEWALK 5-INCH OVER
4" BASE AGGREGATE DENSE 1 1/2-INCH
- CURB RAMP, TYPE X
- ASPHALTIC BUTT JOINT
- ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
- CONCRETE DRIVEWAY 7-INCH OVER
6" BASE AGGREGATE DENSE 1 1/2-INCH
- SLOPE NOSE

NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

NO.	DESCRIPTION	DATE

PROJECT NO: 2017-0154

PLAN DETAILS

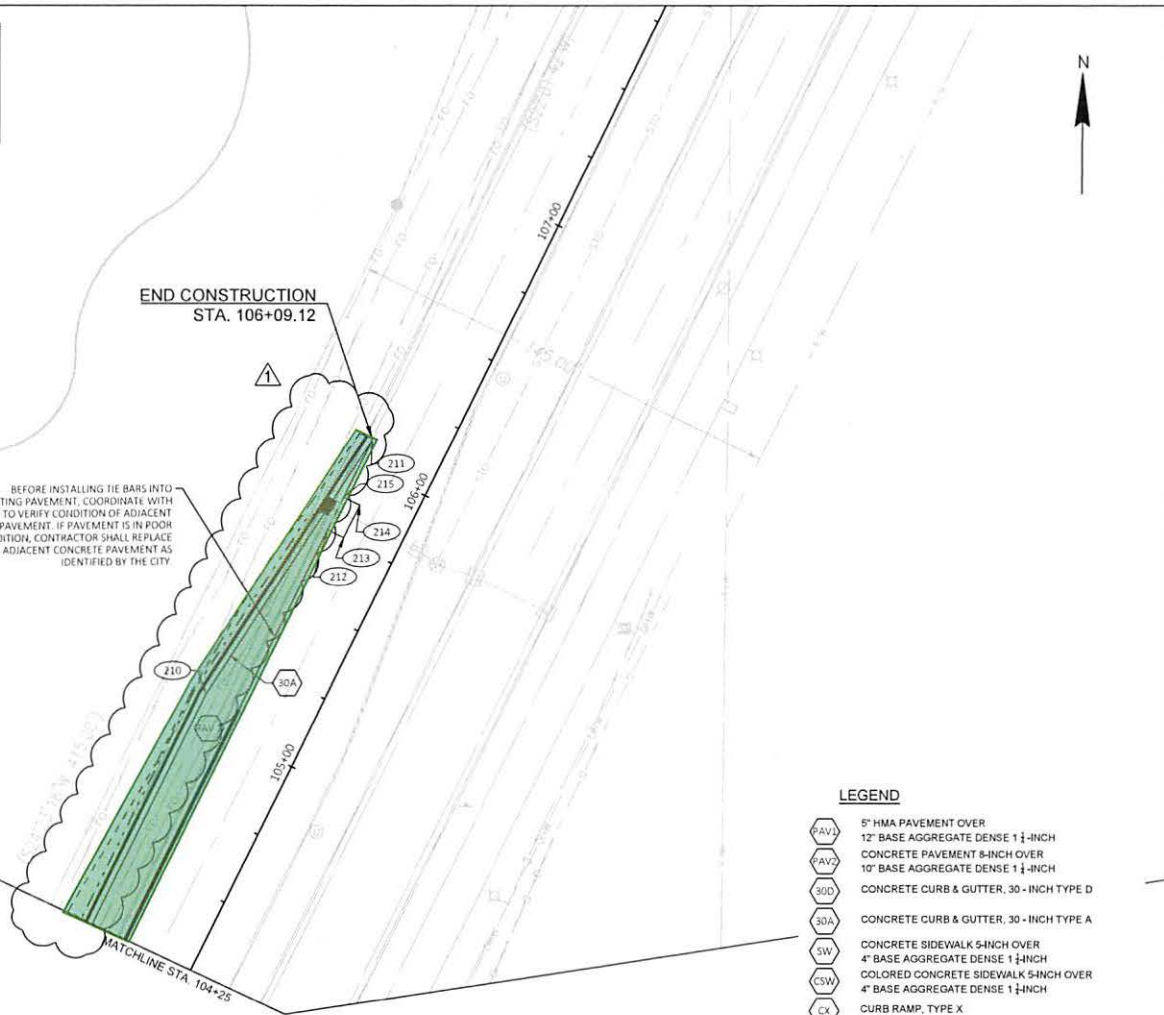
DATE: October 18, 2018

CP-3



R167

POINT NUMBER	STATION	OFFSET	DESCRIPTION
210	105+09.12	36.00' LT	CURB & GUTTER PI
211	106+09.12	24.00' LT	END CURB & GUTTER, MATCH EXISTING
212	105+75.70	24.00' LT	PAVEMENT PI
213	105+75.70	18.04' LT	PAVEMENT PI
214	105+87.70	18.04' LT	PAVEMENT PI
215	105+87.70	24.00' LT	PAVEMENT PI



LEGEND

- PAV1 5" HMA PAVEMENT OVER
 - PAV2 12" BASE AGGREGATE DENSE 1 1/4-INCH
 - PAV3 CONCRETE PAVEMENT 8-INCH OVER
 - PAV4 10" BASE AGGREGATE DENSE 1 1/4-INCH
 - 30D CONCRETE CURB & GUTTER, 30 - INCH TYPE D
 - 30A CONCRETE CURB & GUTTER, 30 - INCH TYPE A
 - SW CONCRETE SIDEWALK 5-INCH OVER
 - CSW 4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CSW2 COLORED CONCRETE SIDEWALK 5-INCH OVER
 - CSW3 4" BASE AGGREGATE DENSE 1 1/4-INCH
 - CX CURB RAMP, TYPE X
 - BTJ ASPHALTIC BUTT JOINT
 - AS ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
 - DWY CONCRETE DRIVEWAY 7-INCH OVER
 - SN 6" BASE AGGREGATE DENSE 1 1/4-INCH
 - SN SLOPE NOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION.

HGA
 333 East Erie Street
 Milwaukee, Wisconsin 53202
 Telephone 414.274.8200

Mortenson

Aurora Health Care

GR&EF

UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



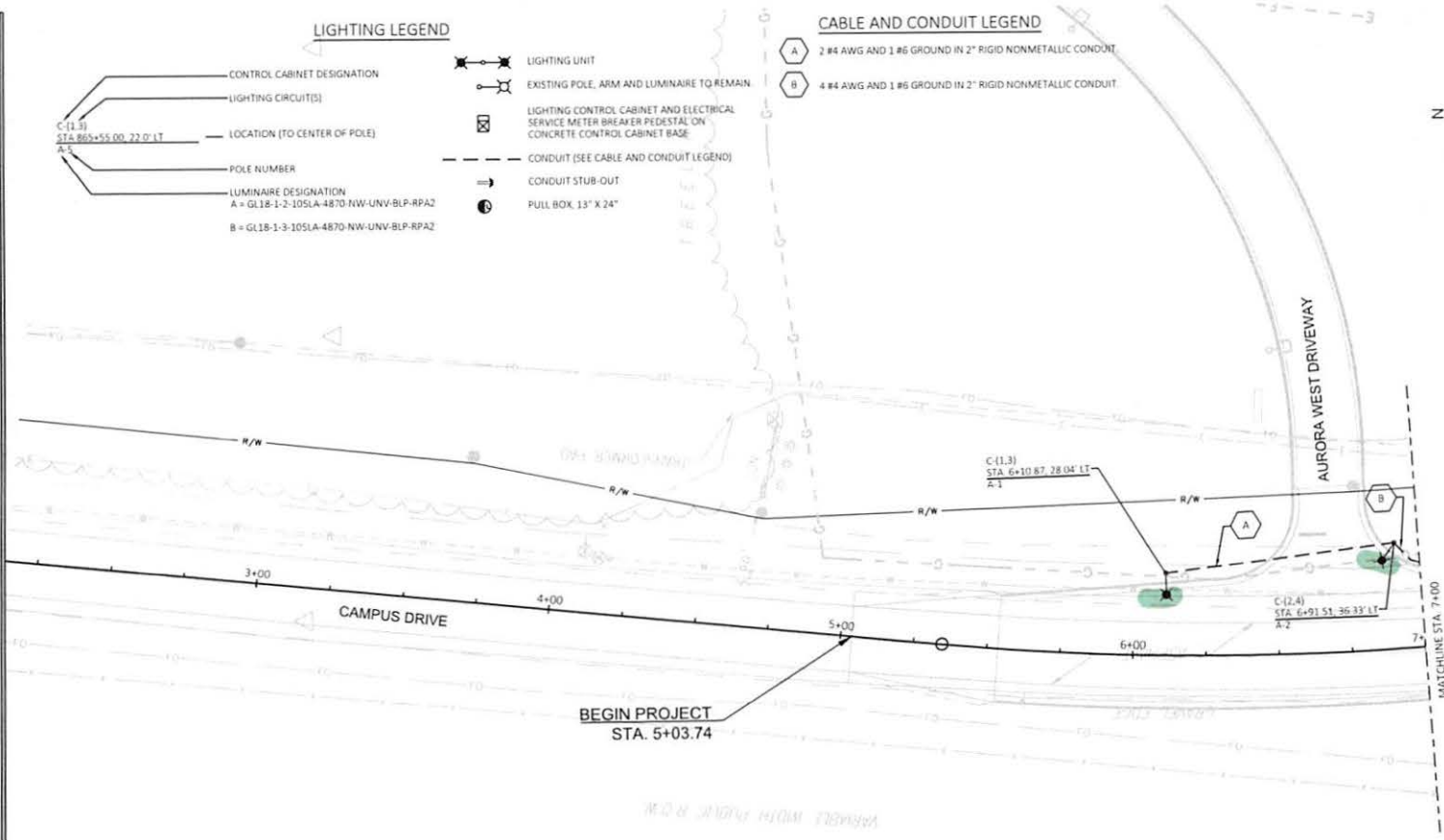
NO	DESCRIPTION	DATE
1	CB-001	05/14/2020

PROJECT NO: 2017-0154

PLAN DETAILS

DATE: October 18, 2018
 CP-3

R168



LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GL18-1-2-10SLA-4870-NW-UNV-BLP-RPA2
B = GL18-1-3-10SLA-4870-NW-UNV-BLP-RPA2

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX 13" X 24"

CABLE AND CONDUIT LEGEND

- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO. 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3



R199

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- LIGHTING LEGEND**
- CONTROL CABINET DESIGNATION
 - LIGHTING CIRCUIT(S)
 - LOCATION (TO CENTER OF POLE)
 - POLE NUMBER
 - LUMINAIRE DESIGNATION
 A = GL18-1-2-10SLA-4870-NW-UNV-BLP-RPA2
 B = GL18-1-3-10SLA-4870-NW-UNV-BLP-RPA2

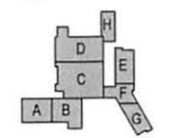
- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX 13" X 24"

- CABLE AND CONDUIT LEGEND**
- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
 - B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT



Mortenson
Aurora Health Care®
GRAF

UNION AVENUE
 RECONSTRUCTION
 AURORA MEDICAL
 CENTER SHEBOYGAN
 COUNTY
 SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

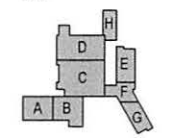
PROJECT NO: 2017-0154
LIGHTING PLAN

DATE: October 18, 2018
 CP-3

R200



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO.	DESCRIPTION	DATE

PROJECT NO: 2017-0154

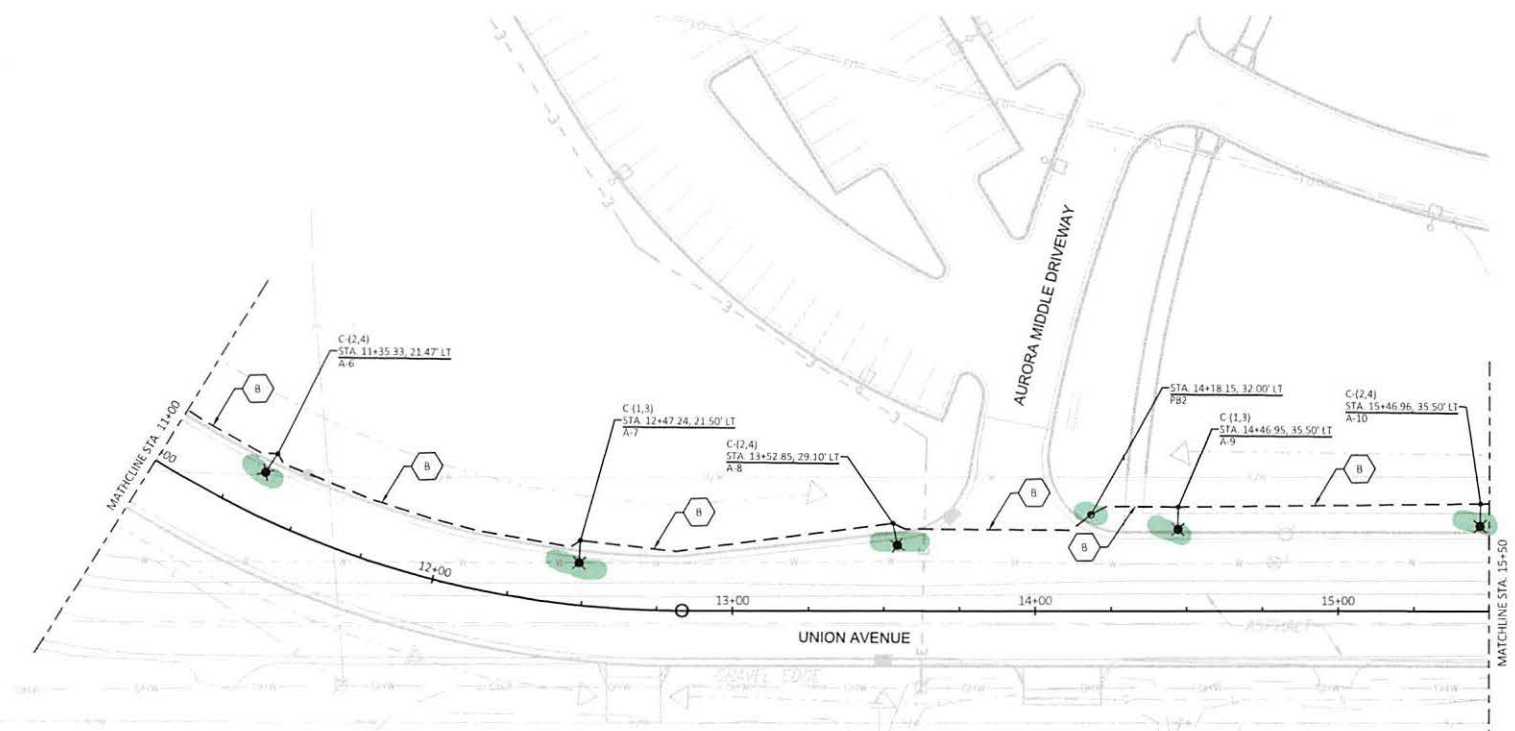
LIGHTING PLAN

DATE: October 18, 2018

CP-3



© COPYRIGHT HAMMILL, GREEN AND ABRAHAMSON, INC.



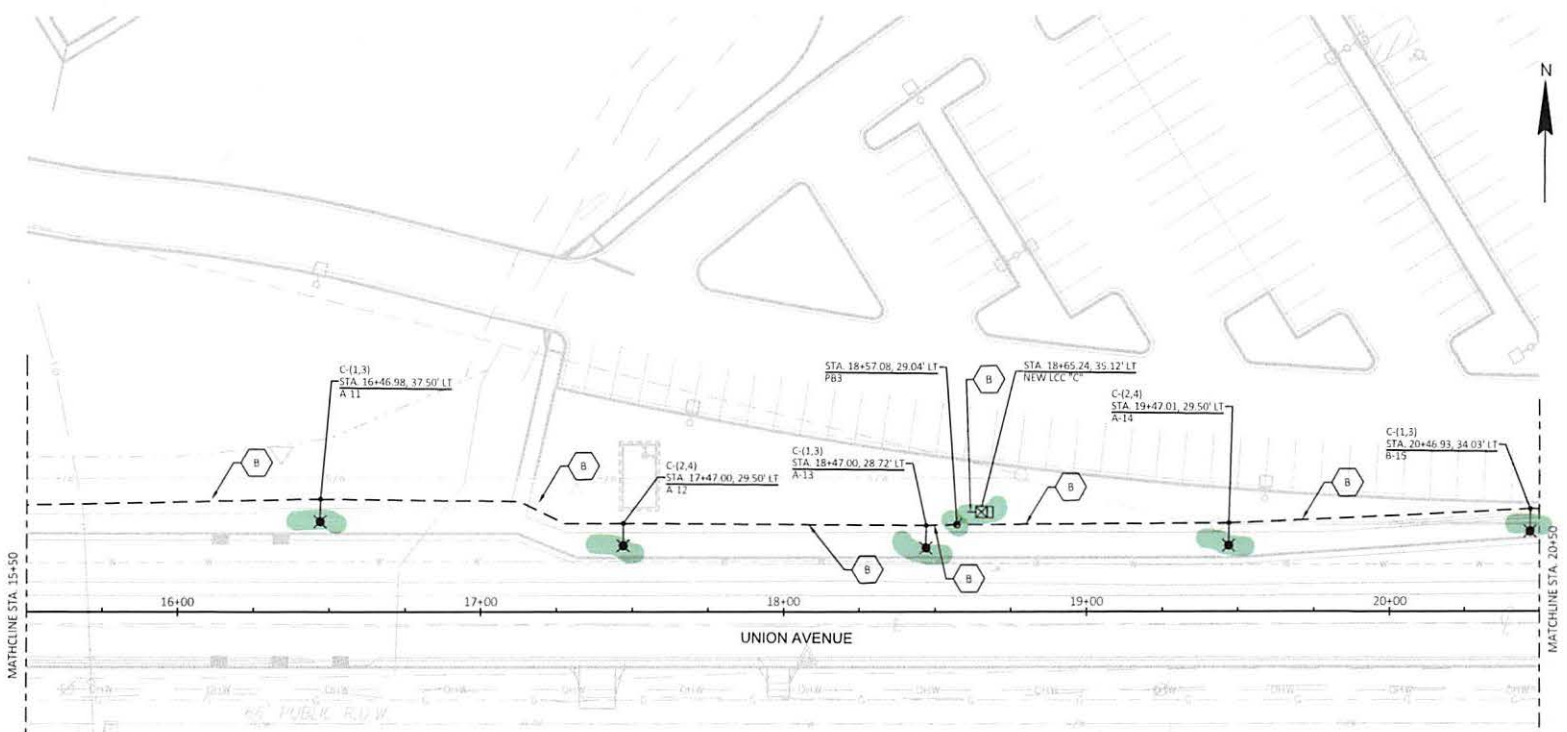
LIGHTING LEGEND

- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GL18-1-2-10SLA-4870-NW-UNV-BLP-RPA2
B = GL18-1-3-10SLA-4870-NW-UNV-BLP-RPA2
- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- FULL BOX, 13" X 24"

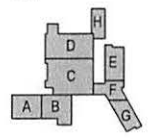
CABLE AND CONDUIT LEGEND

- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT.

7.24.20



UNION AVENUE
RECONSTRUCTION
AURORA MEDICAL
CENTER SHEBOYGAN
COUNTY
SHEBOYGAN, WI



NO	DESCRIPTION	DATE

PROJECT NO: 2017-0154

LIGHTING PLAN

DATE: October 18, 2018

CP-3

R202

LIGHTING LEGEND

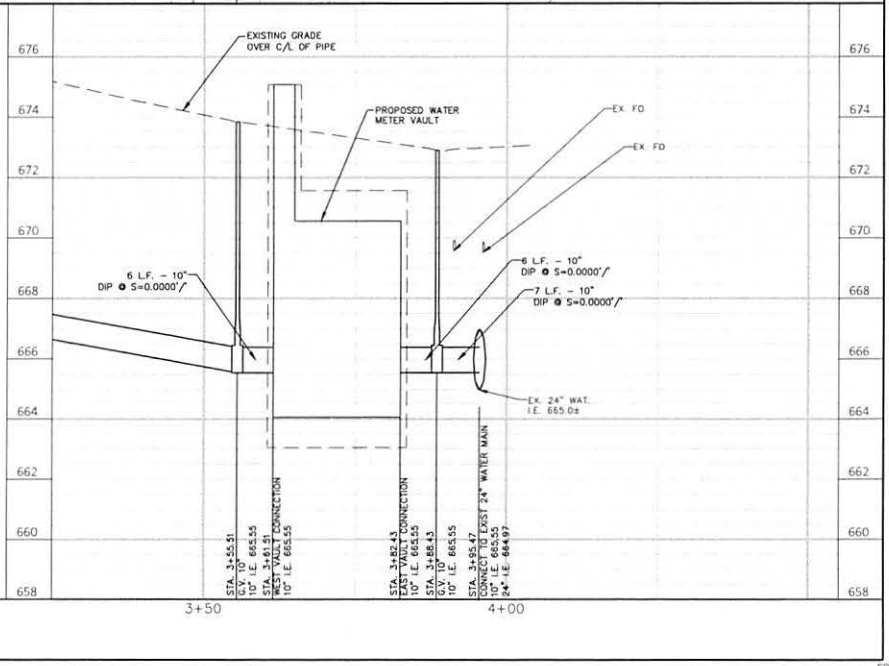
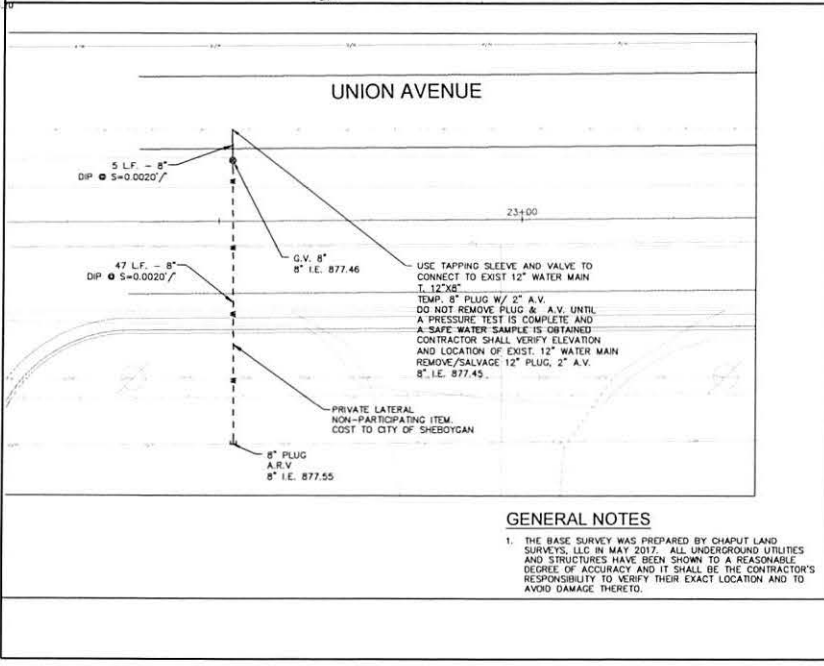
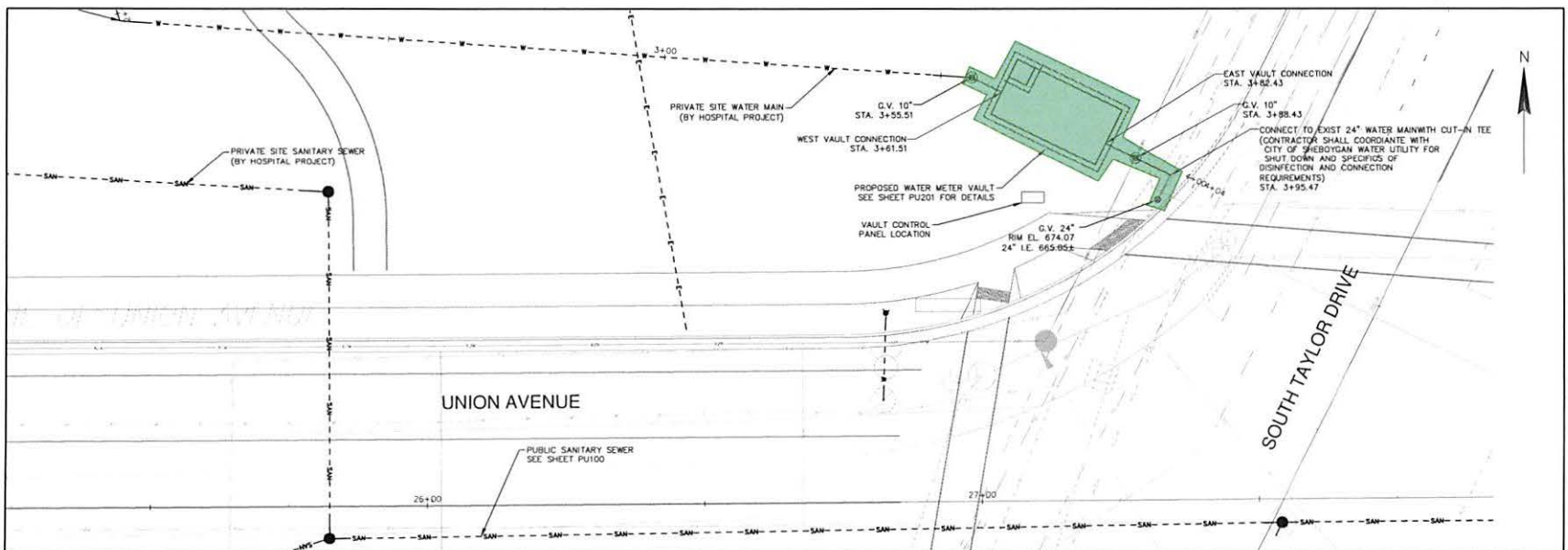
- CONTROL CABINET DESIGNATION
- LIGHTING CIRCUIT(S)
- LOCATION (TO CENTER OF POLE)
- POLE NUMBER
- LUMINAIRE DESIGNATION
A = GL18-1-2-105LA-4870-NW-UNV-BLP-RPA2
B = GL18-1-3-105LA-4870-NW-UNV-BLP-RPA2

- LIGHTING UNIT
- EXISTING POLE, ARM AND LUMINAIRE TO REMAIN
- LIGHTING CONTROL CABINET AND ELECTRICAL SERVICE METER BREAKER PEDESTAL ON CONCRETE CONTROL CABINET BASE
- CONDUIT (SEE CABLE AND CONDUIT LEGEND)
- CONDUIT STUB-OUT
- PULL BOX, 13" X 24"

CABLE AND CONDUIT LEGEND

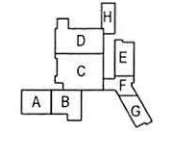
- A 2 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT
- B 4 #4 AWG AND 1 #6 GROUND IN 2" RIGID NONMETALLIC CONDUIT

May 14, 2020
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GENERAL NOTES

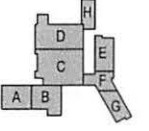
1. THE BASE SURVEY WAS PREPARED BY CHAPUT LAND SURVEYS, LLC IN MAY 2017. ALL UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN SHOWN TO A REASONABLE DEGREE OF ACCURACY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE THERETO.



NO	DESCRIPTION	DATE

PROJECT NO. 2017-0154
PUBLIC WATER MAIN
DATE: April 03, 2020
CP-3

PU200



NO.	DESCRIPTION	DATE
1	CB-001	05/14/2020

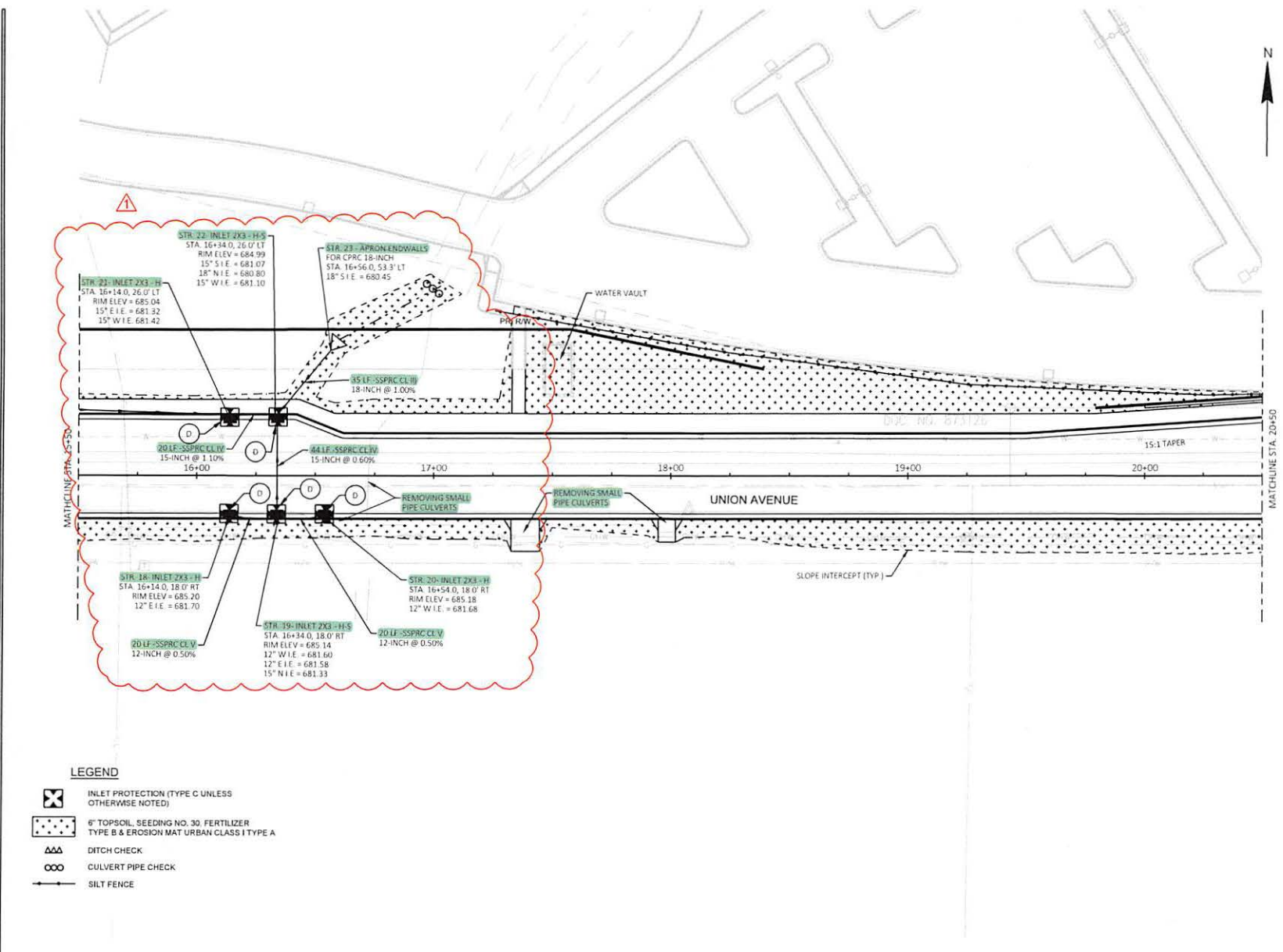
PROJECT NO: 2017-0154

DRAINAGE & EROSION CONTROL

DATE: October 18, 2018

CP-3

R180



- LEGEND**
- INLET PROTECTION (TYPE C UNLESS OTHERWISE NOTED)
 - 6" TOPSOIL, SEEDING NO. 30, FERTILIZER TYPE B & EROSION MAT URBAN CLASS I TYPE A
 - DITCH CHECK
 - CULVERT PIPE CHECK
 - SILT FENCE

7.24.20

Exhibit B

Exhibit B

7.23.20	Project	City of Sheboygan
Subcontracts	\$ 3,236,948	\$ 566,407
Anticipated Expenses	\$ 152,134	\$ -
Subtotal	\$ 3,389,082	\$ 566,407
Design	\$ 170,030	\$ 22,020
General Conditions & General Requirements	\$ 198,396	\$ -
Subtotal	\$ 3,757,508	\$ 588,427
Contingency	\$ 201,670	\$ 70,611
Subtotal	\$ 3,959,178	\$ 659,038
Insurance & Fees	\$ 375,684	\$ -
Connection Fee (AAH Direct Cost)	\$ 71,088	\$ -
Testing (AAH Direct Cost to Graef for services)	\$ 80,000	\$ -
Inspections	By the City	By the City
Subtotal	\$ 4,485,950	\$ 659,038
Total Project Budget	\$ 5,144,988	

IX

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 3, 2020.

Your Committee to whom was referred Gen. Ord. No. 9-20-21 by Alderpersons Sorenson and Dekker amending Section 26-147 of the Municipal Code relating to classifications and license/registration fees for contractors, so as to add a classification for carpenter accessory contractors, remove a classification for registered business owner contractors, and make minor modifications to the type of work that may be performed by each contractor classification; recommends adopting the Ordinance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

6.3

Gen. Ord. No. 9 - 20 - 21. By Alderpersons Sorenson and Dekker.
July 6, 2020.

AN ORDINANCE amending Section 26-147 of the Municipal Code relating to classifications and license/registration fees for contractors, so as to add a classification for carpenter accessory contractors, remove a classification for registered business owner contractors, and make minor modifications to the type of work that may be performed by each contractor classification.

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

Section 1. Section 26-147 of the Sheboygan Municipal Code, entitled "Classification" is hereby amended to read as follows:

"Sec. 26-147. *Classification.*

Contractors are classified and the licenses/registration fees for such contractors are established as set forth below; licensed or registered contractors may perform only the particular type of work or services specified by the particular classification:

(a) *General contractor:*

Fee: \$300.00.

General contractors may perform residential and commercial building and remodeling, including the following: rough framing; insulating; drywall; roofing; siding; building component insulation; steel erecting; building of fences, porches, and decks; and in ground pool installation.

The permitted activities include both structural and nonstructural work.

The following activities are not included among the work that may be performed by general contractors: heating, ventilating, and air-conditioning; plumbing; and electrical.

(b) *Carpenter contractor:*

Fee: \$150.00.

Carpenter contractors may perform residential building and remodeling, including the following: rough framing; insulating; drywall; roofing; siding; building component insulation; steel erecting; and building of fences, porches, and decks. The

*RAPS
7-15 hold*

permitted activities include both structural and nonstructural work.

Carpenter contractors may engage in building and remodeling of commercial buildings covered under the International Building Code and Chapters SPS 50-70, Wisconsin Administrative Code, including the following: interior non-structural remodeling; remodeling, removal, and building of non-load-bearing walls, non-structural windows, and non-structural doors; siding; roofing; and construction/repair of fences.

The following activities are not included among the work that may be performed by carpenter contractors: heating, ventilating, and air-conditioning; plumbing; and electrical.

(c) Carpenter accessory contractor:

Fee: \$150.00

Carpenter accessory contractors may engage in building and remodeling of residential accessory buildings, including detached garages, decks, pergolas, sheds, and gazebos, as defined in sections 30.20 and 30.21 of the Uniform Building Code, including the following: rough framing, insulating, drywall, roofing, siding, building component insulation, steel erecting, and building of fences. The permitted activities include both structural and nonstructural work.

The following activities are not included among the work that may be performed by Carpenter accessory contractors: building and remodeling of commercial or primary residential buildings; heating, ventilating, and air-conditioning; plumbing; and electrical.

(d) Registered contractor:

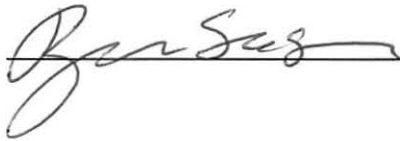
Fee: \$100.00 for each classification.

Registered contractors within each classification below may perform only work within its classification:

- (1) Drywall installation.
- (2) Insulation.
- (3) Masonry/concrete.

- (4) Moving/razing.
- (5) Roofing.
- (6) Siding.
- (7) Non-structural building component installation, including but not limited to:
 - a. Windows, doors.
 - b. Cabinets, countertops.
 - c. Fencing.
 - d. Steel erecting."

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



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

6.1

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.

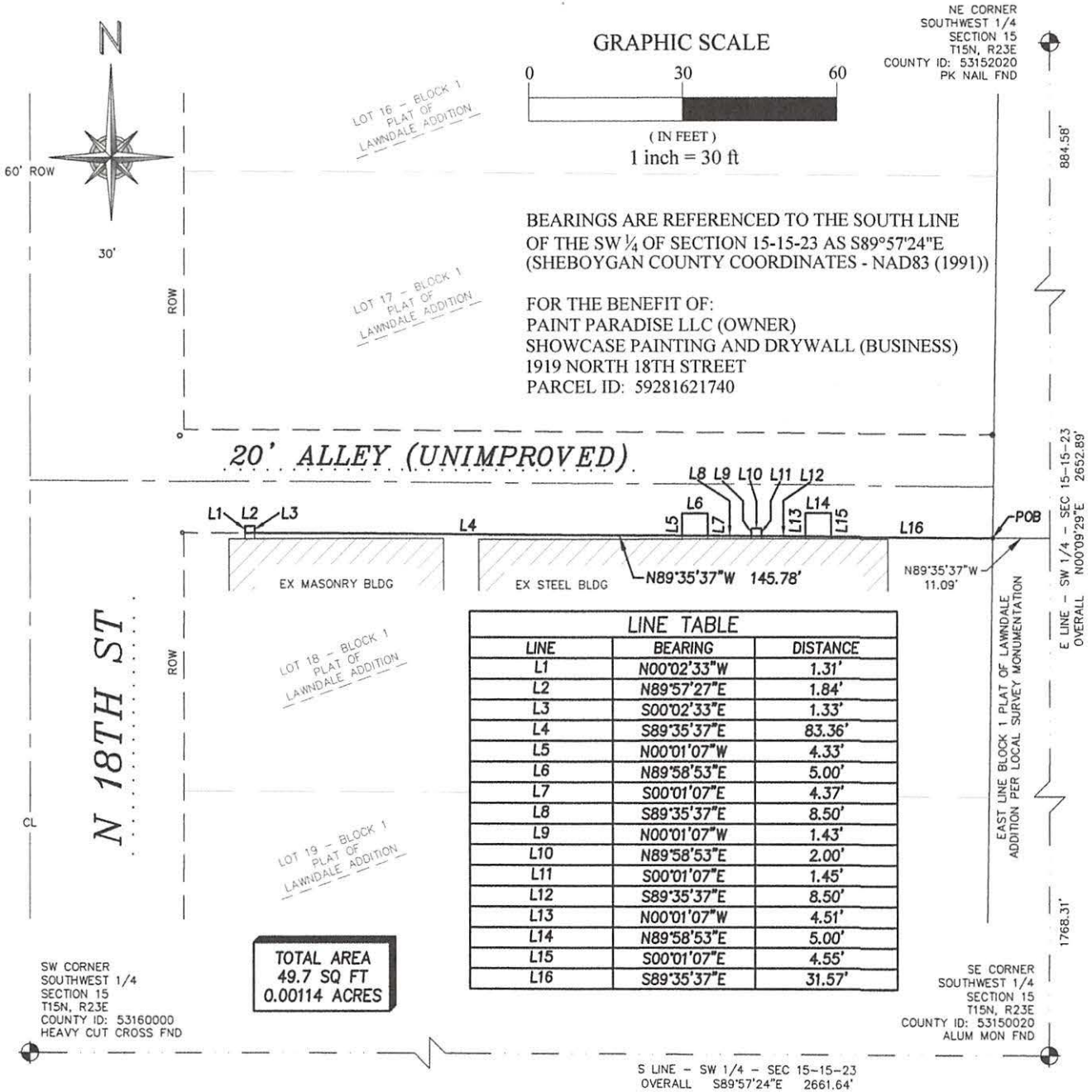
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

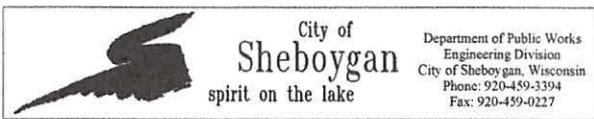
Approved _____ 20____. _____, Mayor

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



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:

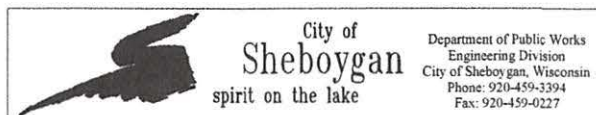
Commencing at the Southeast Corner of the Southwest 1/4 of said Section 15, thence North 00°09'29" East, along the East line of said Southwest 1/4, a distance of 1768.31 feet to the Easterly extensions of both the South line of said alley and the North line of Lot 18 of said Block 1 of the Plat of Lawndale 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

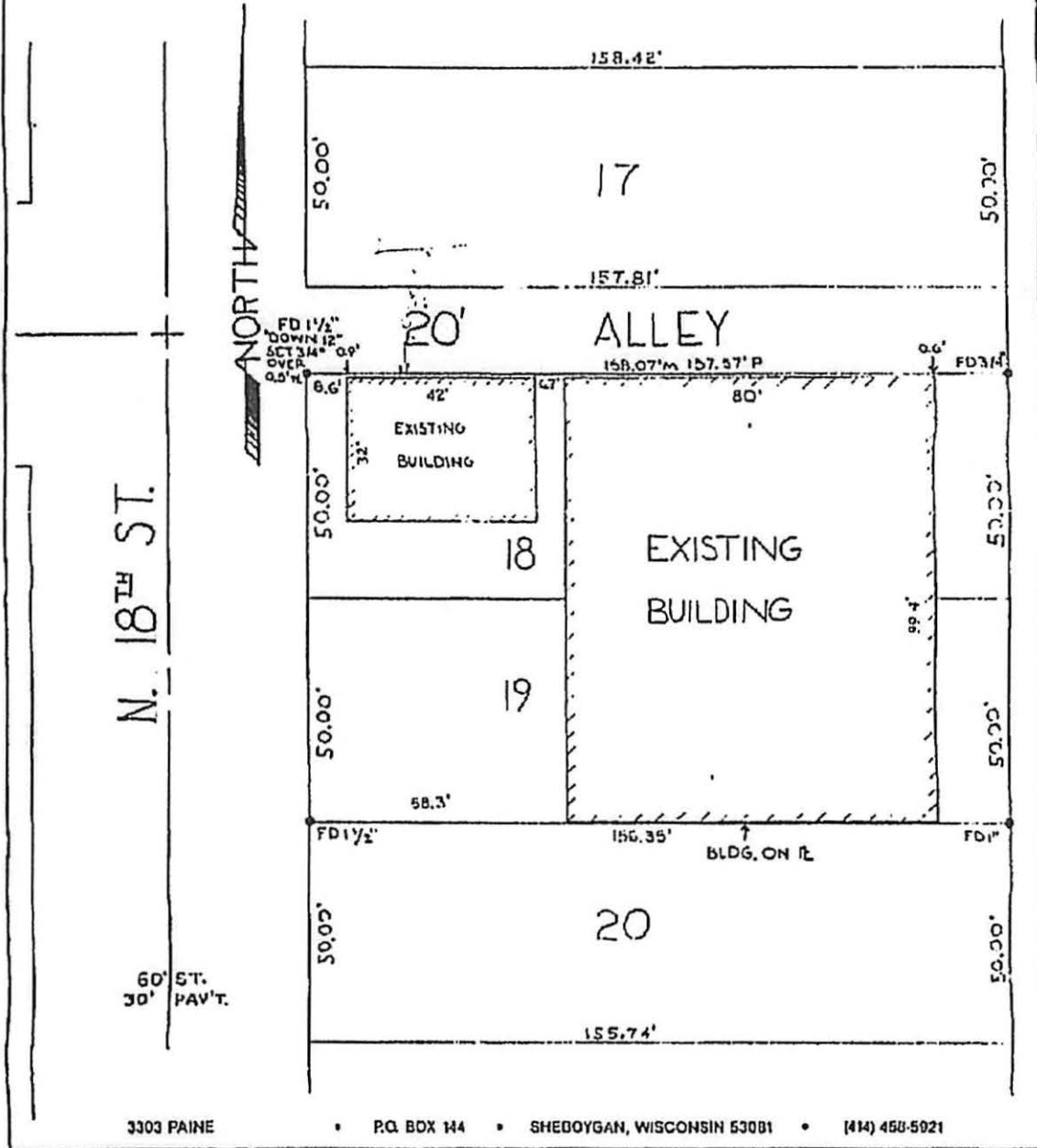


Tax No. 621740

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

SCALE: 1"=30'

JULY, 1986



3303 PAINE

• P.O. BOX 144 •

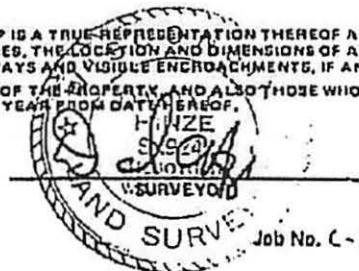
SHEBOYGAN, WISCONSIN 53081 •

(414) 458-5021

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 ENCROACHMENTS, 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.



X

Gen. Ord. No. - 20 - 21. By Alderpersons Sorenson and Bohren.
August 3, 2020.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with § 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 24th day of July, 2020, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

A parcel of land located in the Northeast 1/4 of the Northwest 1/4 of Section 2, T. 14 N., R. 23 E., Town of Wilson, Sheboygan County, Wisconsin and more particularly described as follows:

Commencing at the Northeast Corner of the Northwest 1/4 of said Section 2; thence South 89°-47'-18" West along the North line of the Northwest 1/4 of said Section 2, 1292.10 feet; thence South 40°-30'-28" East along the Southwesterly right of way line of Greenfield Avenue and its Northwesterly extension, 174.09 feet to the point of beginning; thence North 50°-08'-46" East, 33.00 feet to a point on the centerline of Greenfield Avenue; thence South 40°-30'-28" East along said centerline, 116.04 feet; thence South 49°-11'-23" West, 136.74; thence South 00°-27'-31" East, 103.29 feet; thence South 89°-32'-29" West, 150.46 feet; thence North 01°-27'-33" East, 217.71 feet; thence North 88°-04'-55" East, 99.04 feet; thence North 50°-08'-46" East, 62.38 feet to the point of beginning and containing 0.99 acres (43,178 sq. ft.) of land, more or less.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with § 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. The petitioner of the annexation agrees for the next five (5) years to pay annually to the City of Sheboygan an amount equal to the property taxes that the Town of Sheboygan levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the

*City Plan
FHP*

annexation is final. Said sum shall be in addition to City taxes levied on the parcel.

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

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class SR-5, Suburban Residential 5 Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward, 10th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts.

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect upon passage and publication as provided by law.

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

Dated _____ 20____. _____, City Clerk

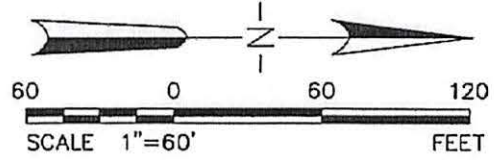
Approved _____ 20____. _____, Mayor

SHEBOYGAN CHRISTIAN SCHOOL

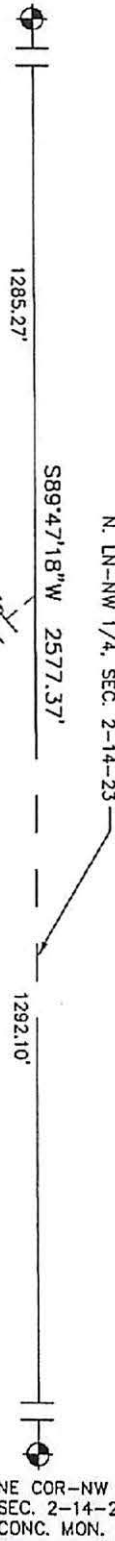
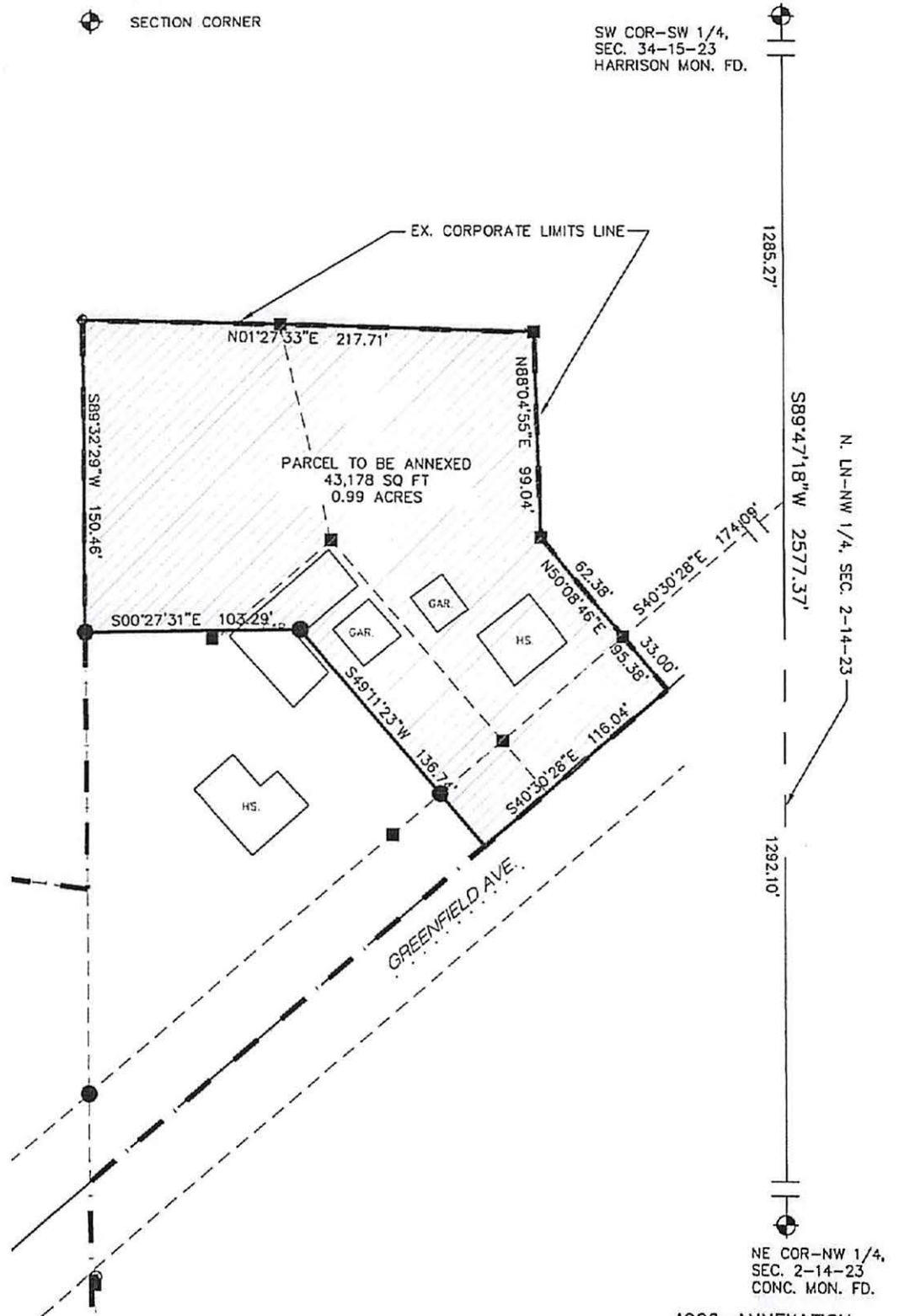
LOCATED IN THE NE 1/4 - NW 1/4,
SECTION 2, T. 14 N.-R. 23 E.,
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

LEGEND

- IRON PIPE FOUND IN PLACE
- 1" X 18" (O.D.) IRON PIPE SET WEIGHING 1.13 LBS. PER LINEAL FOOT
- ⊕ SECTION CORNER



SW COR-SW 1/4,
SEC. 34-15-23
HARRISON MON. FD.



SHEET 1 OF 1 SHEETS

II

Other Matters

UPDATED

R. O. No. 47 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting various license applications for the period ending April 14, 2021, 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>
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.

AHP

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).

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3461	HCM Hospitality (Bar 43 at Harbor Centre Marina)	821 Broughton Drive
3458	Sol & Nova LLC (Sol & Nova)	1133 Michigan Avenue

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

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