

**\*\*\*ATTACHMENTS\*\*\***



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

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081

920-459-3317  
sheboyganwi.gov

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave - One day event to be held 08/16/20.

MOBILE HOME PARK LICENSE (RENEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1170	Indian Meadows	3636 S. Business Drive

**VI**

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred R. C. No. 310-19-20 by Finance and Personnel Committee and R. O. No. 64-19-20 by City Clerk submitting a claim from Jon Erlie for alleged damages to his vehicle when it was struck by a City garbage truck; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor


VI

6.20

R. C. No. 310 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.  
April 8, 2020.

Your Committee to whom was referred R. O. No. 64-19-20 by City Clerk submitting a claim from Jon Erlie for alleged damages to his vehicle when it was struck by a City garbage truck; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

2021  
F/P  
file

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 64 - 19 - 20. By CITY CLERK. August 19, 2019.

Submitting a claim from Jon Erlie for alleged damages to his vehicle when it was struck by a City garbage truck.

Finance  
Personnel  
10-14 hold.

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

8-13-19

RECEIVED BY

AUG 13 '19 AM 9:30

MKC

CLAIM NO.

9-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Jon Erlie
2. Home address of Claimant: 541 Humboldt Ave
3. Home phone number: 920.918.3436
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 7.26.2019 @ 9:34 am
6. Where did damage or injury occur? (give full description) Damage occurred in front of my home on Humboldt Ave
7. How did damage or injury occur? (give full description) City garbage truck backed up into my vehicle on the driver side door tearing a hole into the door and damaging the sill on the inside of the vehicle on the driver side door
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: Authorities informed that the city employees informed the authorities after damage occurred
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

No injuries

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ \$3051.37 and \$2485.85 2 estimates

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ \$3051.37 and \$2485.85 2 estimates

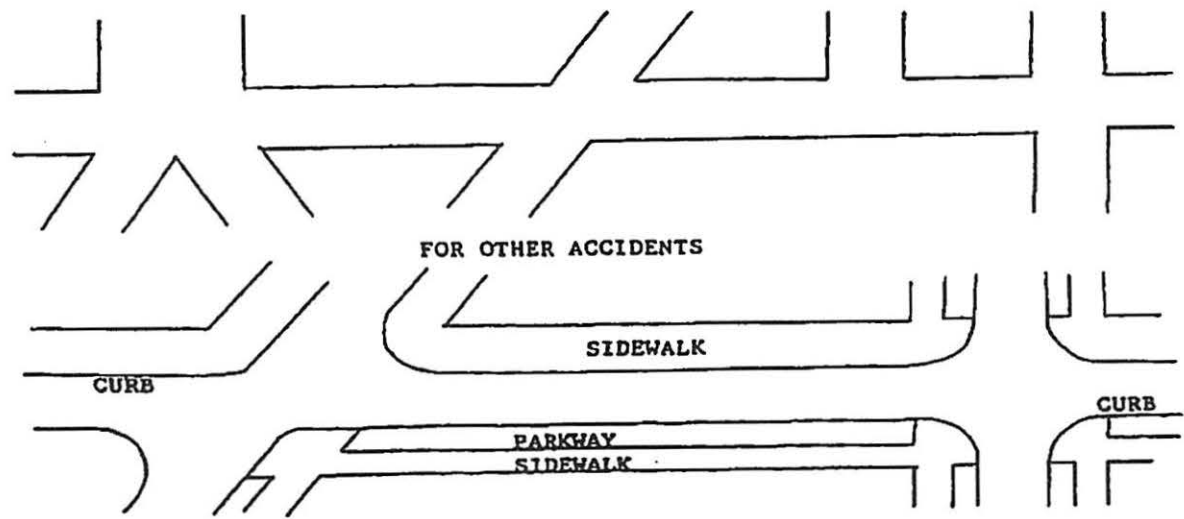
Damaged vehicle (if applicable)

Make: Subaru Model: Legacy Year: 2015 Mileage: 99,800

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT Jon Erlson DATE 8.11.2019

DATE RECEIVED

8-13-19

RECEIVED BY

MTC

CLAIM NO.

9-19

CLAIM

Claimant's Name: Jon Erlie  
 Claimant's Address: 541 Humboldt Ave  
 Claimant's Phone No. 920.918.3436

Auto \$ \$2485.85  
 Property \$ \_\_\_\_\_  
 Personal Injury \$ \_\_\_\_\_  
 Other (Specify below) \$ \$264.40 (Rental Car)  
**TOTAL** \$ \$2750.25

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ \$2750.25.

SIGNED

*Jon Erlie*

DATE:

8.7.2019

ADDRESS:

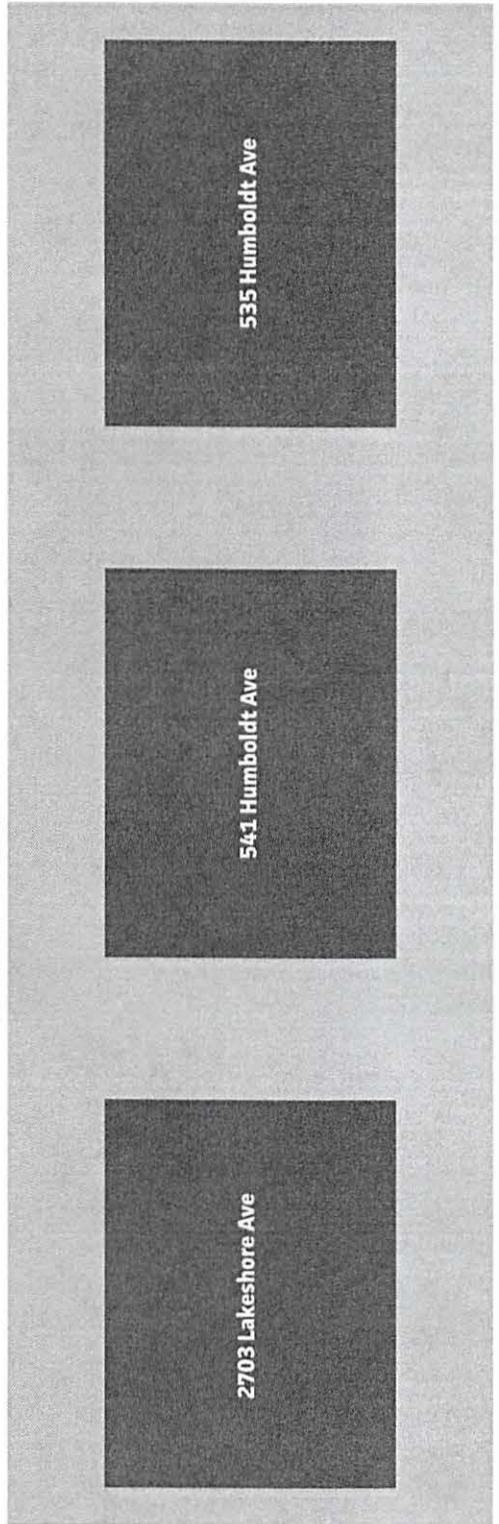
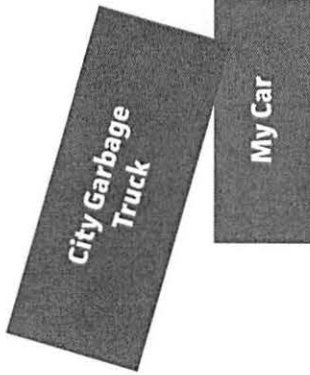
541 Humboldt Ave

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

Lakeshore Ave



Humboldt Ave



*Jon Erlan*

8.11.2019

## Rental Details

### DATES & TIMES

Fri, Aug 16, 2019 @ 12:00 PM

Fri, Aug 23, 2019 @ 12:00 PM

[MODIFY](#)

### PICK-UP & RETURN LOCATION

Sheboygan

3060 S Business Dr

Sheboygan, WI 53081

[MODIFY](#)

### ADDITIONAL DETAILS

Renter Age: 25+

Corporate Account Number Or Promotion Code: -

[MODIFY](#)

## Full Size Car

Ford Fusion or similar

Automatic



### VEHICLE

Time & Distance 1 Week(s) @ \$ 235.01 / Week

Unlimited Mileage

[MODIFY](#)

\$ 235.01

Included

### EXTRAS

-

[ADD](#)

### TAXES & FEES

STATE RENTL VEH FEE (5.0%)

TITLE/REGISTRAT FEE

SALES TAX (5.5%)

[LEARN MORE](#)

\$ 11.96

\$ 4.27

\$ 13.16

**ESTIMATED TOTAL**

**\$ 264.<sup>40</sup>**

DICK BRANTMEIER FORD-LINCOLN-MERCURY  
3624 KOHLER MEMORIAL DRIVE  
SHEBOYGAN, WI 53082-0026  
OFFICE: 920-458-6111 FAX: 920-451-8198

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/26/2019 01:26 PM

**Owner**

**Owner:** JON ERLIEN  
**Address:** 541 HUMBOLDT  
AV  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)918-3436  
**Home/Evening:**  
**FAX:**

**Inspection**

**Inspection Date:** 07/26/2019 01:27 PM

**Inspection Type:**

**Company:** BRANTMEIER FORD  
**Contact:** DALE SPAETH  
**Address:** 3624 KOHLER MEMORIAL DR  
**City State Zip:** Sheboygan, WI 53081

**Appraiser License # :**

**Work/Day:** (920)458-6111  
**FAX:** (920)451-8198

**Repairer**

**Repairer:** DICK BRANTMEIER FORD  
**Address:** 3624 KOHLER MEMORIAL DR  
**City State Zip:** Sheboygan, WI 53081

**Contact:**  
**Work/Day:** (920)458-6111  
**Work/Day:**

**Target Complete Date/Time:**

**Days To Repair:** 6

**Vehicle**

2015 Subaru Legacy 2.5i Premium 4 DR Sedan  
4cyl Gasoline 2.5  
Continuously Variable Tr

**Lic.Plates:** 222 XAY  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** SILVER  
**Ext. Refinish:** Two-Stage

**Lic State:** WI  
**VIN:** 4S3BNBC68F3033809  
**Mileage:** 99,530  
**Mileage Type:** Actual  
**Code:** F2304A  
**Int. Color:**  
**Int. Refinish:** Two-Stage

**Options**

1st Row LCD Monitor(s)  
Air Conditioning  
Anti-Lock Brakes  
Bucket Seats  
Cross Traffic Alert  
Dual Airbags  
Floor Mats  
Heated Power Mirrors  
Intermittent Wipers  
Leather Shift Knob

2nd Row Head Airbags  
Alarm System  
Auto Headlamp Control  
Center Console  
Cruise Control  
Dual Zone Auto A/C  
Head Airbags  
High Definition Radio  
Keyless Entry System  
Leather Steering Wheel

AM/FM CD Player  
Aluminum/Alloy Wheels  
Auxiliary Audio Input  
Chrome Grille  
Daytime Running Lights  
Electric Steering  
Heated Front Seats  
Illuminated Visor Mirror  
LED Brakelights  
Lighted Entry System

MP3 Decoder	Overhead Console	Pelvic Airbags
Power Brakes	Power Door Locks	Power Drivers Seat
Power Windows	Projector Beam Headlamps	Pwr Driver Lumbar Supp
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b><u>Stripes And Mouldings</u></b>									
1	RI	1006		Mldg,Rocker Panel LT	R & I Assembly			0.4	SM
<b><u>Front Body And Windshield</u></b>									
2	BR	103	13	Fender,Front LT	Blend Refinish 0.9 Blend 0.6 Two-stage setup 0.4 Two-stage			1.9	RF
<b><u>Front Doors</u></b>									
3	EU	207		Door Assembly,Front LT	Replace Recycled	\$725.00*	+25.00	3.2	SM
4	L	207		Door Shell,Front LT	Refinish 2.1 Surface 1.0 Edge 0.6 Two-stage			3.7	RF
5	RI	241		W/Strip,Belt Outer LT	R & I Assembly			INC	SM
6	RI	237		Pnl,Inner Door Trim LT	R & I Assembly			INC	SM
7	RI	229		Housing,Mirror Outer LT	R & I Assembly			INC	SM
8	RI	215		Glass,Front Door T LT	R & I Assembly			1.0*	SM
9	RI	227		Handle,Front Door Otr LT	R & I Assembly			INC	SM
<b><u>Rear Doors</u></b>									
10	BR	287		Door Shell,Rear LT	Blend Refinish 0.7 Blend 0.4 Two-stage			1.1	RF
11	RI	325		W/Strip,Belt Outer LT	R & I Assembly			1.0	SM
12	RI	305		Handle,RR Door Outer LT	R & I Assembly			0.6	SM
<b><u>Quarter And Rocker Panel</u></b>									
13	I	187	07	Pnl,Rocker Upper LT	Repair			3.0*	SM
14	L	187		Pnl,Rocker Upper LT	Refinish 1.7 Surface 0.3 Two-stage			2.0	RF
<b><u>Manual Entries</u></b>									
15	EC	M14		Corrosion Protection	Replace Economy			0.2*	RF
16	EC	M17		Cover Car Exterior	Replace Economy	\$5.00*			RF
17	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
17	Items								

**MC Message**

07 STRUCTURAL PART AS IDENTIFIED BY I-CAR  
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

<b>Other Parts</b>					\$730.00	
<b>Paint &amp; Materials</b>	8.9 Hours @	\$40.00			\$356.00	
<b>Line Item Markup</b>					\$181.25	
<b>Parts &amp; Material Total</b>						\$1,267.25
<b>Tax on Parts &amp; Material</b>			@	5.500%		\$69.70

<b>Labor</b>	<b>Rate</b>	<b>Replace Hrs</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>		
Sheet Metal (SM)	\$60.00	6.2	3.0	9.2	\$552.00	
Mech/Elec (ME)	\$105.00					
Frame (FR)	\$65.00					
Refinish (RF)	\$60.00	8.9		8.9	\$534.00	
<b>Labor Total</b>				18.1 Hours		\$1,086.00
<b>Tax on Labor</b>			@	5.500%	\$59.73	
<b>Sublet Repairs</b>					\$3.00	
<b>Tax on Sublet</b>			@	5.500%	\$0.17	
<b>Gross Total</b>						\$2,485.85
<b>Net Total</b>						\$2,485.85

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

Audatex Estimating 8.0.757 ES 07/26/2019 01:33 PM REL 8.0.757 DT 07/01/2019 DB 07/15/2019  
 © 2019 Audatex North America, Inc.

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

**Op Codes**

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



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North America, Inc. All rights reserved.



# DEAN'S AUTO BODY, INC.

Workfile ID:

12463c03



We Have the Means for All Your Body Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

## Preliminary Estimate

### Customer: Erlien, Jon

Written By: Phil Black

Insured: Erlien, Jon Policy #: Claim #:  
Type of Loss: Liability Date of Loss: Days to Repair: 0  
Point of Impact: 09 Left T-Bone (Left Side)

<b>Owner:</b> Erlien, Jon 541 Humboldt Ave Sheboygan, WI 53081 (920) 918-3436 Cell	<b>Inspection Location:</b> DEAN'S AUTO BODY, INC. 1407 N 29TH ST SHEBOYGAN, WI 53081 Repair Facility (920) 457-5494 Business	<b>Insurance Company:</b>
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## VEHICLE

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

VIN: 4S3BNBC68F3033809	Interior Color:	Mileage In: 99,829	Vehicle Out:
License: 222XAX	Exterior Color: Silver	Mileage Out:	
State: WI	Production Date: 11/2014	Condition:	Job #:

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

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

### DECOR

Dual Mirrors  
Tinted Glass  
Console/Storage

Overhead Console

### CONVENIENCE

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

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Communications System

Hands Free Device

### SEATS

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Traction Control  
Stability Control  
Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: Erlien, Jon**

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
1		<b>FRONT BUMPER</b>						
2	R&I	R&I bumper cover				1.3		
3		<b>FRONT LAMPS</b>						
4	R&I	LT Headlamp assy w/o auto hi-beam				0.4		
5	Repl	Aim headlamps		1		0.5		
6		<b>FENDER</b>						
7	Blnd	LT Fender Legacy					1.0	
8	R&I	LT Fender liner Legacy				0.4		
9		<b>PILLARS, ROCKER &amp; FLOOR</b>						
10	R&I	LT Rocker molding primed				1.1		
11	*	Rpr LT Rocker panel				<u>4.0</u>	2.5	
		Note: Possable Hiddend damage. Inspect at time of repairs and Mldg. removed						
12		Add for Clear Coat					1.0	
13	Repl	LT Rocker molding fastener	909130118	5	9.65			
14	Repl	LT Rocker molding retainer	909140055	5	18.75			
15	Repl	LT Rocker molding clip	91111AL44A	5	9.70			
16	R&I	LT Front sill plate w/o chrome insert				0.2		
17	Repl	LT Rocker molding grommet	909130117	5	10.85			
18	R&I	LT Rear sill plate				0.3		
19	R&I	LT Lwr ctr plr trim				0.6		
20	Blnd	LT Center pillar					1.0	
21		<b>FRONT DOOR</b>						
22	Repl	LT Door shell Legacy	60009AL11A9P	1	649.95	5.4	3.0	
23		Overlap Major Adj. Panel					-0.4	
24		Add for Clear Coat					0.5	
25	R&I	LT Door w'strip				Incl.		
26	R&I	LT W'strip on body				0.3		
27	Repl	LT Lower w'strip	63511AL10A	1	4.82	Incl.		
28	Repl	LT Black out tape front	90422AL17A	1	1.98	Incl.		
29	R&I	LT Upper molding				0.3		
30	Repl	LT Black out tape rear	90422AL21A	1	4.62	Incl.		
31	R&I	LT Belt molding				Incl.		
32	R&I	LT R&I mirror				Incl.		
33	R&I	LT Door glass Subaru				Incl.		
34	R&I	LT Run w'strip				Incl.		
35	R&I	LT Window regulator w/o auto up/down				Incl.		
36	R&I	LT Fixed glass Subaru				Incl.		
37	R&I	LT Glass w'strip				Incl.		
38	*	R&I LT Front guide				<u>Incl.</u>		
39	R&I	LT Door check				Incl.		

**Preliminary Estimate**

**Customer: Erlie, Jon**

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

40	R&I	LT Handle, outside w/o Smart key, w/o chrome paint to mtch				Incl.		
41	*	R&I	LT Cyl & keys w/o Smart key			<u>Incl.</u>		
42		R&I	LT Lock assy w/o Smart key			Incl.		
43	<b>REAR DOOR</b>							
44		R&I	LT R&I door assy			1.0		
45		Blnd	LT Door shell Legacy				1.0	
46		R&I	LT Belt w/strip Legacy			0.3		
47		Repl	LT Stone guard	91163AL05A	1	3.47	0.3	
48		R&I	LT R&I trim panel			0.4		
49	<b>MISCELLANEOUS OPERATIONS</b>							
50	#	Subl	Hazardous waste removal		1	6.00 T		
51	#	Repl	Cover Car		1	8.00 T	0.2	
52	#	Refn	Corrosion protection (repair area)				0.2	
53	#	Rpr	Set Up & ruff Pull LT Side Unibody				1.5 F	
54	#	Rpr	Tape Up Vin tag & Other info tags				0.5	
55	#	Repl	Cavity Wax Protection to repaired inside panels		1	10.00	0.2	
					<b>SUBTOTALS</b>		<b>737.79</b>	<b>19.2</b>
							<b>9.8</b>	

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			723.79
Body Labor	17.7 hrs @	\$ 60.00 /hr	1,062.00
Paint Labor	9.8 hrs @	\$ 60.00 /hr	588.00
Frame Labor	1.5 hrs @	\$ 75.00 /hr	112.50
Paint Supplies	9.8 hrs @	\$ 40.00 /hr	392.00
Miscellaneous			14.00
<b>Subtotal</b>			<b>2,892.29</b>
Sales Tax	\$ 2,892.29 @	5.5000 %	159.08
<b>Grand Total</b>			<b>3,051.37</b>

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

## Preliminary Estimate

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### Customer: Erlien, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARL7527, CCC Data Date 07/01/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

#### SYMBOLS FOLLOWING PART PRICE:

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

#### SYMBOLS FOLLOWING LABOR:

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

#### OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

## Preliminary Estimate

### Customer: Erlie, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

### ALTERNATE PARTS USAGE

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

VIN: 4S3BNBC68F3033809 Interior Color: Mileage In: 99,829 Vehicle Out:  
License: 222XAX Exterior Color: Silver Mileage Out:  
State: WI Production Date: 11/2014 Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred R. C. No. 321-19-20 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 147-19-20 by City Clerk submitting various license applications; recommends filing the application for Change of Premise from #2273 due to withdrawal of the application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. 321 - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.  
April 20, 2020.

Your Committee to whom was referred R. O. No. 147-19-20 by City Clerk submitting various license applications; recommends referring the following to the Licensing, Hearings, and Public Safety Committee of the 2020-2021 Council:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Parker Johns BBQ & Pizza	705 Riverfront Drive - to include the north 6 parking stalls directly outside the front entrance of the building September 21-27, 2020.

*PHS  
2020/2021  
Council  
file, withdrawn.*

*Barbara Yelde* \_\_\_\_\_  
*Ben Debb* \_\_\_\_\_  
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

OpenMatters

7.1

R. O. No. 147 - 19 - 20. By CITY CLERK. February 3, 2020.

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

\_\_\_\_\_  
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3096	Brunmeier, Kyrie K.	1129 Broadway Avenue
9747	Fanslau, Louicia A.	204 Beachwood Street, Cleveland
3092	Gangano, Eva S.	3621 Hubert Street
3095	Groothoff, Gabrielle S.	729 Kentucky Avenue
3090	Haas, Tyler J.	1922 Martin Avenue
1624	Holtz, Alyssa S.	1118 North Avenue
1460	Klima, Joangela N.	1927 S. 13 <sup>th</sup> Street
3088	Kunstman, Richard A. Jr.	2016 N. 21 <sup>st</sup> Street
8466	McMahon, Susan M.	932 Bell Avenue
0085	Meyer, Kristin L.	702 Fairway Drive
3087	Prahl, Rachel M.	6509 Paradise Ln, Sheboygan Falls
1385	Schnell, Tristan L.	2641 N. 30 <sup>th</sup> Street
8500	Roberts, Lisa M.	5558 Indian Mound Circle

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Parker Johns BBQ & Pizza	705 Riverfront Drive - to include the north 6 parking stalls directly outside the front entrance of the building September 21-27, 2020.

MESSAGE ESTABLISHMENT (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3101	Alan Vodicka Massage & Energy	1327 N. 8 <sup>th</sup> Street

*LAPS  
re refer to CHPS  
with only  
#2273 Parker  
Johns  
change of premise  
2-26-20  
#2273 hold.*

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9044	Ringel, Tammy L.	1105 Ontario Avenue
9814	Torres Maldonado, Silvestre	1833 N. 20 <sup>th</sup> Street

Published February 22, 2020.

Certified February 18, 2019 to - Atty.; Police Dept.; Det. Div.

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 16-20-21 by City Clerk submitting various license applications; recommends denying Beverage Operator License application No. 3216 (Joshua Maevers) due to his record of violations related to the licensed activity, his history as a habitual law offender, his failure to accurately answer application questions, and his failure to cooperate with staff for the committee.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred R. O. No. 16-20-21 by City Clerk submitting various license applications; recommends granting the following license application:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
	1010 Mclean, Gilbert G.	1228 N. 17 <sup>th</sup> St.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

7.1

R. O. No. 16 - 20 - 21. By CITY CLERK. JUNE 1, 2020.

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

\_\_\_\_\_  
City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3195	Armstrong, Brandon	595 S. Taylor Dr.
1200	Beenen, Donna J.	3103 Calumet Dr.
3219	Biederwolf, Julia K.	N6454 County Rd. M, Sheb. Falls
3213	Bramstedt, Anna	W2822 County Rd. MM, Cleveland
3200	Choate, Marissa J.	4102 Oakdale Ct. Apt. E208
3208	Elmore, Felicia	1112 Bluff Ave.
3212	Fierro, Tatiana S.	1122 Forest Ave.
3218	Gmach, Raven	1610 N. 36 <sup>th</sup> St.
3215	Grub, Breann	1334 Alabama Ave.
7249	Hess, Jeannie M.	2225 N. 22 <sup>nd</sup> St.
3194	Jacobs, Charisse	2036 Folger Ct.
3198	Komorowski, Gayle A.	1908 N. 18 <sup>th</sup> St.
3205	Kropelin, Alexandria	1003 Falls Parc Dr. Apt.7, Sheb. Falls
9242	Kutz, Debra A.	4522 Hunters Glen Dr.
3216	Maevers, Joshua	1610 Ohio Ave.
1010	McClean, Gilbert G.	1228 N. 17 <sup>th</sup> St.
3199	Middleton, Elizabeth E.	2219 Mill Rd.
3201	Pfeifer, Erika	1004 Stonebridge Dr., Howards Grove
3207	Smith, Lydia	1930 N. 40 <sup>th</sup> St.
3206	Waldeck, Derek	W1715 High Point Ct.
3221	Watts, Paul	1423 S. Comstock Ave., Milwaukee
3217	Wilke, Cassandra J.	1237 Heermann Ct. Apt. A
3202	Wilke, Rachel	N6401 County Rd. M, Sheb. Falls
3210	Wilson, Travis	1056 Weeden Creek Rd.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5930	Alten, Candace	301 Beechwood St., Cleveland
2416	Ashley, Michele J.	2217 S. Taylor Dr.
7164	Bath, Sherry A.	2509 N. 28 <sup>th</sup> St.
8079	Batres, Edgar D.	2313 Hillshire Dr. Apt. 3A

*AKB*  
*6-10-2020*  
*Hold # 3216 (denial)*  
*# 1010 (clean up bench warrant)*  
*-7-15-20-*  
*Deny # 3216*  
*Grant # 1010*

6455 Behnke, Barbara J.  
2425 Bitters, Kyle  
9864 Boden, Dylan  
6709 Bonelli, Leo P. \*Club\*  
1134 Brock, Joann M.  
1068 Buchanan, Schuyler J.  
1561 Cortez, Amber  
7169 Dodge, Brianna  
0727 Fetterer, Aina  
5305 Freriks, Scott  
2536 Fugate, Dewaine A.  
1269 Gamez, Donna L.  
2553 Gideon, Calvin D.  
3439 Gotchy, Mary B.  
0664 Gottsacker, Nathaniel D.  
2672 Grabner, Thomas A.  
2666 Grzonka, Stanley G.  
1401 Hietala, Jason P  
5696 Hutton, Charles F.  
2396 Jacoby, Jessica J.  
2398 Johnson, Christopher J.  
7791 Kalista, Jodi  
3816 Kautzer, Kathleen  
8194 Kever, Jennifer M.  
5716 Kraus, Justine M.  
2620 Krueger, Janet L.  
5924 Lehman, Tarrie L.  
2613 Lietzau, Julie  
2502 Lindsay, John F.  
2605 Looby, Kevin Jr.  
2360 Looby, Kevin L. Sr.  
1236 Maclaughlin, Tonia  
2203 Mahmutagic, Sedin  
2374 Mattson, Taryn M.  
2710 McDaniel, Chantelle  
2456 McDaniel, Michelle  
1843 Menzer, Lee A.  
3376 Methfessel, Terrence J.  
1421 Meyer, Jessica  
2408 Nemitz, Jessica  
2352 Orvis, Parmalee  
2871 Perronne, Daniel L.  
6372 Potter Jr., Roy A.  
2641 Pratt, Mary  
8892 Querio, Elizabeth W.  
2459 Rutherford, Pamela J.  
2083 Scheunert, James S.  
1006 N. 16<sup>th</sup> St.  
911 Georgia Ave.  
3116 S. 20<sup>th</sup> St.  
2417 W. Koning Dr.  
705 N. 38<sup>th</sup> St.  
4241 Cty. Rd. 1  
1511 Ashland Ave.  
2413 N. 7<sup>th</sup> St.  
4407 Primrose Ct. #P208  
1130 Swift Ave.  
W7760 Plank Rd., Glenbeulah  
2013 Cooper Ave.  
1328 N. 9<sup>th</sup> St.  
1716 Broadway Ave.  
2518 N. 36<sup>th</sup> St.  
1706 Grams Ct.  
3607 S. 17<sup>th</sup> St.  
914 Kentucky Ave.  
1149 High Ave.  
1132 Logan Ave.  
2221 N. 15<sup>th</sup> St.  
2007 Calumet Dr.  
1625 Spruce Ct.  
1012 Falls Parc Dr. Apt.13, Sheb. Falls  
1322A S. 7<sup>th</sup> St.  
2126 S. 14<sup>th</sup> St.  
709 Spring Ave.  
8512 Pigeon Lake Rd., Valders  
1615A Spruce Ct.  
2804 Erie Ave.  
4106 Driftwood Ct. Apt. B104  
1709 Superior Ave.  
2224 N. 10<sup>th</sup> St.  
N9001 Dairyland Dr., Cleveland  
1418 Ontario Ave.  
722 Wilson Ave.  
633 N. 27<sup>th</sup> St.  
3004 S. 18<sup>th</sup> St.  
3320 S. 11<sup>th</sup> Pl. Apt. 8  
1107 S. 15<sup>th</sup> St.  
1821 S. 12<sup>th</sup> St.  
W2799 County Rd. N, Sheb. Falls  
2625 S. 8<sup>th</sup> St.  
1012 Falls Parc Dr. #12, Sheb. Falls  
430 Adams St., Sheb. Falls  
W2111 Ourtown Rd., Sheb. Falls  
3919 Mendocino Ln. Apt. 104

0357 Schultz, Laura K.  
2587 Sebald, Kelly  
2181 Snow, Theresa  
1441 Staaben, Jeffrey P.  
2312 Stone, Gina L.  
8901 Strahl, Robin K.  
0483 Strysick, Shannon  
4801 Toston, Jolene  
4283 Webb, Sandra L.  
2690 Wolfert, Nicholas J.  
0532 Yonan, Trevor

406 Vollrath Blvd.  
1721 Ashland Ave. #105  
934B Geele Ave.  
1813 N. 9<sup>th</sup> St. Apt. A  
W1009 County Rd. FF  
W6687 County Rd. F, Cascade  
1508 Union Avenue  
1903 Union Ave.+  
1911 S. 14<sup>th</sup> St.  
N4310 Claver Ct., Sheb. Falls  
3331A S. 11<sup>th</sup> Pl.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2474	Neuman, Vivian V.	2201 Erie Ave. Apt. B115

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred R. O. No. 24-20-21 by City Clerk submitting a claim from Aixia Claudio for alleged damages to a vehicle as described in the submitted police report; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 24 - 20 - 21. By CITY CLERK. June 15, 2020.

Submitting a claim from Aixia Claudio for alleged damages to a vehicle as described in the submitted police report.

File

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED 6-5-2020

RECEIVED BY MKC

CLAIM NO. 3-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Aixia claudio

2. Home address of Claimant: 431 Centex Ave

3. Home phone number: 920-912-0069

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5-28-2020

6. Where did damage or injury occur? (give full description) see report

7. How did damage or injury occur? (give full description) see report

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

(a) Name of such officer or employee, if known: Jason Jae Brill (see report)

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

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

(a) Public property alleged to be dangerous: N/A

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

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

No Injuries

11. Name and address of any other person injured: N/A

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

Auto: \$ \_\_\_\_\_  
Property: \$ \_\_\_\_\_  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 1306.51 ~ 1368.55 (see report)

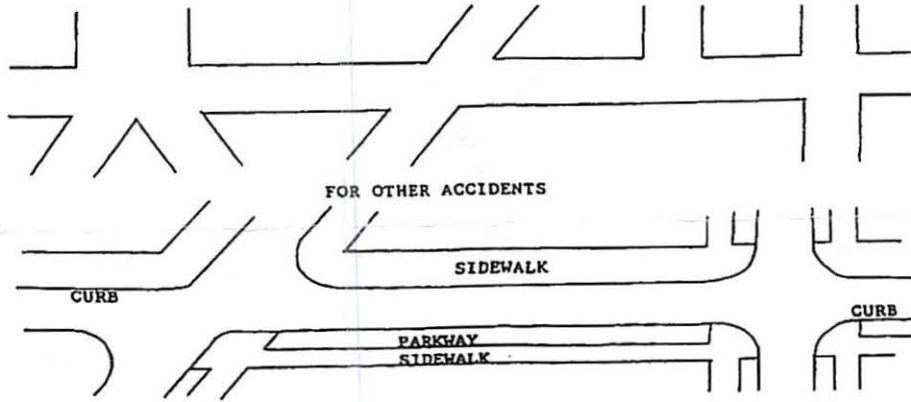
Damaged vehicle (if applicable)

Make: Honda Model: Civic Year: 2007 Mileage: 145,482 *see report*

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT [Signature] DATE 6-4-2020

DATE RECEIVED 6-5-2020

RECEIVED BY MKC  
CLAIM NO. 3-20

CLAIM

Claimant's Name:	<u>Aixia Claudio</u>	Auto	\$ <u>          </u>
Claimant's Address:	<u>431 Center Ave</u>	Property	\$ <u>  —  </u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>  —  </u>
Claimant's Phone No.	<u>920-912-0069</u>	Other (Specify below)	\$ <u>          </u>
		TOTAL	\$ <u>1306.51 ~ 1368.55</u>


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

(see report)

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

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

1306.51 ~ 1368.55 (see report)

SIGNED  DATE: 6-4-2020  
 ADDRESS: 431 Center Ave, Sheboygan, WI 53081

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



G7L0DJJ8Z2  
C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

G7L0DJJ8Z2

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>OFFICER TODD DANEN</b>	
Crash Date <b>05/28/2020</b>		Crash Time <b>01:06 PM</b>		Date Arrived <b>05/28/2020</b>		Time Arrived <b>01:06 PM</b>	
Date Notified <b>05/28/2020</b>		Time Notified <b>01:06 PM</b>		Total Units <b>02</b>		Total Injured <b>00</b>	Total Killed <b>00</b>
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold	
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related <b>NO</b>		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type <b>DT4000 (STANDARD CRASH)</b>				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

<p>Diagram</p>	<p>Reconstruction By <b>SHAWANO POLICE DEPARTMENT</b></p>
	<p>Photos By <b>OFFICER DANEN 400</b></p>
	<p>Additional Information <b>PHOTOS, RECONSTRUCTION</b></p>

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

UNIT # 1 A CITY OF SHEBOYGAN GARBAGE TRUCK WAS COLLECTING TRASH CANS WITH A EXTENDABLE ARM. THE ARM HAD NOT EXTENDED BACK ALL THE WAY TO THE TRUCK AND HIT THE VEHICLE PARKED ON THE SIDE OF THE ROAD. UNIT # 1 HAD NOT DAMAGE. UNIT #2 A PARKED VEHICLE HAD A 2 FOOT SCRATCH TO THE PAINT ALONG THE REAR 1/4 PANEL AND A CHIP OFF THE SIDE MIRROR.

G7L0DJJ8Z2  
C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Location

ON 430 CENTER AVE 73 FT E OF N 4TH ST (HOUSE/BUILDING 430)  IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.750680155	Longitude -87.706037639
	X Coordinate 443157.5	Y Coordinate 4844424
	Structure Type HOUSE/BUILDING	

Crash Scene

First Harmful Event <b>MOTOR VEH IN TRANSPORT</b>	First Harmful Event Location <b>ON ROADWAY</b>	
Manner of Collision <b>07 - SIDESWIPE/SAME DIRECTION</b>	Light Condition <b>DAYLIGHT</b>	
Road Surface Condition(s) <b>DRY</b>	Roadway Factor(s)  <b>NONE</b>	
Environment Factor(s) <b>NONE</b>		
Weather Condition(s) <b>CLOUDY</b>		
Animal Type	Relation To Trafficway <b>TRAFFICWAY - ON ROAD</b>	
Crash Classification - Location <b>PUBLIC PROPERTY</b>	Crash Classification - Jurisdiction <b>NO SPECIAL JURISDICTION</b>	
Tribal Land	Access Control <b>NO CONTROL</b>	Special Study
Within Interchange Area <b>NO</b>	Junction Location <b>NON-JUNCTION</b>	Intersection Type <b>NOT AN INTERSECTION</b>

Unit Summary

UNIT 01	Unit Status <b>IN TRANSIT</b>	Vehicle Operating As Classification <b>D CLASS</b>	Unit Type <b>TRUCK</b>		
	Vehicle Type <b>STRAIGHT TRUCK (INSERT TRUCK)</b>	Operating As Endorsements			
	Total Occs <b>1</b>	Train/Bus # Recorded	Total # Citations Issued <b>0</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>
	Insurance? <b>YES</b>	Direction Of Travel <b>WESTBOUND</b>	<input type="checkbox"/> Pre CrashTire Mark	Speed Limit <b>25</b>	Total Lanes <b>2</b>
	Most Harmful Event: Collision With <b>PARKED MOTOR VEHICLE</b>		Special Function <b>NO SPECIAL FUNCTION</b>	Emergency Motor Vehicle Use <b>NOT APPLICABLE</b>	
	Traffic Way <b>TWO-WAY, NOT DIVIDED</b>		Traffic Control <b>NO CONTROL</b>	Traffic Control Inoperative/Missing <b>NO</b>	
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>	Road Grade <b>UPHILL</b>	
	Truck Bus or HazMat <b>TRUCK OR TRUCK COMBINATION &gt; 10,000LBS GVWR/GCWR</b>				

Vehicle

UNIT 01 VEHICLE 01	License Plate Number	Plate Type	St	Country of Issuance
	Vehicle Identification Number <b>5VCACRAF1LC231630</b>	Make <b>AUTOCAR</b>	Year <b>2020</b>	Model <b>XPEDITOR</b>
	Color <b>WHI - WHITE</b>	Body Style <b>GG - GARBAGE OR REFUSE</b>		Bus Use
	Initial Contact Point <b>03 - RIGHT SIDE MIDDLE</b>	Vehicle Damage		
	Extent Of Damage <b>NO DAMAGE</b>	<b>00 - NO DAMAGE</b>		

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C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT VEHICLE	Towed Due To Damage <b>NOT TOWED</b>	Vehicle Removed By <b>OPERATOR</b>
	What Driver Was Doing <b>GOING STRAIGHT</b>	Vehicle Factors
	Driver Prior Action Other	<b>NOT APPLICABLE</b>
	Driver Actions <b>NO CONTRIBUTING ACTION</b>	
01 01	Owner Name <b>CITY OF SHEBOYGAN (920) 459-3440</b>	Owner Address <b>2026 NEW JERSEY SHEBOYGAN, WI 53083 , US</b>
	<b>Sequence Of Events</b>	
01 02 03 04	Event <b>PARKED MOTOR VEHICLE</b>	
	Event	
	Event	
	Event	
UNIT	<b>Policy Holder</b>	
	Insurance Company <b>SELF INSUR</b>	Government <b>CITY OF SHEBOYGAN</b>
UNIT INDIVIDUAL	<b>Individual</b>	
	Driver <b>JASON JAE BRILL (920) 459-3440</b>	Citations Issued <b>0</b>
		Sex <b>MALE</b>
		Date of Birth <b>03/10/1992</b>
	Race <b>WHITE</b>	
	Address <b>2026 NEW JERSEY SHEBOYGAN, WI 53083 , US</b>	Driver License Number <b>B6404309209009</b> STATE: WISCONSIN COUNTRY: UNITED STATES
01 001	<b>Safety Equipment</b>	
	On Duty Crash <b>WINTER-HWY-MAINTENANC</b>	Safety Equipment <b>SHOULDER &amp; LAP BELT</b>
	Row <b>01 - FRONT ROW</b>	Seat Position <b>09 - RIGHT</b>
	Helmet Use	Helmet Compliance
	Eye Protection	Tint Compliance
	<b>Injury</b>	Injury Severity <b>NO APPARENT INJURY</b>
	Ejected <b>NOT EJECTED</b>	Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>
	Trapped/Extricated <b>NOT TRAPPED</b>	
	Medical Transport <b>NOT TRANSPORTED</b>	EMS Agency Identifier
	Hospital	EMS Run #
	Date of Death	Time of Death
	<b>Distracted By</b>	
	Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>	
	Distracted By Action <b>NOT DISTRACTED</b>	

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

UNIT	INDIVIDUAL	<b>Non Motorist</b>		Striking Unit #	Location		
		Prior Action					
		Action					
	Action Other					To/From School	
	01	001	<b>Drug &amp; Alcohol</b>		Suspected Alcohol Use NO	Suspected Drug Use NO	
			Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results		
			Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results		
			Drug Type				
			Individual Condition				
			APPEARED NORMAL				
UNIT	TRUCK BUS	<b>Carrier</b>					
		<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier	Source DRIVER				
		Name CITY OF SHEBOYGAN	Address 2026 NEW JERSEY SHEBOYGAN, WI 53083 , US				
		GVWR MORE THAN 26,000 LB	Vehicle Configuration SINGLE UNIT TRUCK (3 OR MORE AXLES)	Cargo Body Type GARBAGE/REFUSE			
		US DOT #	Carrier Type NOT IN COMMERCE/GOVERNMENT	Permitted Load NOT APPLICABLE			
		<input type="checkbox"/> OS/OW Load	WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present	
Measured Height	Measured Length	Measured Width	Measured Weight				

**Unit Summary**

UNIT	02	Unit Status LEGALLY PARKED	Vehicle Operating As Classification D CLASS	Unit Type AUTOMOBILE		
		Vehicle Type PASSENGER CAR	Operating As Endorsements			
		Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
		Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
		Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT	Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE		
		Traffic Way TWO-WAY, NOT DIVIDED	Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO		
		Surface Type CONCRETE	Road Curvature STRAIGHT	Road Grade UPHILL		

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WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Truck Bus or HazMat NO					
<b>Vehicle</b>					
UNIT 02	02	License Plate Number 779KWW	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	02	Vehicle Identification Number 1HGFA16537L126928	Make HONDA	Year 2007	Model CIVIC LX
	02	Color BLK - BLACK	Body Style 4D - 4DR	Bus Use	
	02	Initial Contact Point 08 - LEFT SIDE REAR	Vehicle Damage		
	02	Extent Of Damage MINOR DAMAGE	09 - LEFT SIDE MIDDLE		
	02	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		
	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors		
UNIT 02	02	Driver Prior Action Other	NOT APPLICABLE		
	02	Driver Actions NO CONTRIBUTING ACTION			
	02	Owner Name AIXIA CLAUDIO (920) 226-8821	Owner Address 431 CENTER AVE SHEBOYGAN, WI 53081 , US		
<b>Sequence Of Events</b>					
UNIT 04	01	Event MOTOR VEH IN TRANSPORT			
	02	Event			
	03	Event			
	04	Event			
<b>Policy Holder</b>					
UNIT 04	04	Insurance Company AMERICAN-FAMILY-CONNECT-PROPERTY-&-CA	Individual AIXIA CLAUDIO		
	04	<b>Property Owner</b>			
PROP OWNER 01	01	Government CITY OF SHEBOYGAN (920) 459-3440	Address 828 CENTER AVE SHEBOYGAN, WI 53083 , US		
	<b>Fixed Objects Struck</b>				
PROP OWNER 01	01	Striking Unit 01	Struck Object OTHER OBJECT - NOT FIXED	Structure Number	Damage Tag Number

# DEAN'S AUTO BODY, INC.

Workfile ID: 3323d983  
PartsShare: 5RgDPJ



We Have the Means for All Your Body Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

## Preliminary Estimate

**Customer: Claudio, Jeff**

Written By: Tracy Black

Insured: Claudio, Jeff                      Policy #:                      Claim #:  
Type of Loss:                      Date of Loss:                      Days to Repair: 0  
Point of Impact: 08 Left Qtr Post (Left Side)

<b>Owner:</b> Claudio, Jeff 431 Center Ave Shebygan, WI 53081 (920) 912-0069 Cell	<b>Inspection Location:</b> DEAN'S AUTO BODY, INC. 1407 N 29TH ST SHEBOYGAN, WI 53081 Repair Facility (920) 457-5494 Business	<b>Insurance Company:</b>
---	--	---------------------------

## VEHICLE

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

VIN: 1HGFA16537L126928	Interior Color:	Mileage In: 145,482	Vehicle Out:
License: 779-KWN	Exterior Color: Black	Mileage Out:	
State: WI	Production Date: 6/2007	Condition: Good	Job #:

### TRANSMISSION

Automatic Transmission  
Overdrive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

### DECOR

Dual Mirrors

Tinted Glass

Console/Storage

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Telescopic Wheel

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
Front Side Impact Air Bags

Head/Curtain Air Bags

### SEATS

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats

### WHEELS

Wheel Covers

### PAINT

Clear Coat Paint

### OTHER

Power Trunk/Gate Release

## Preliminary Estimate

**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
1		<b>REAR DOOR</b>						
2	*	Rpr LT Outer panel				2.0	2.0	
3		Add for Clear Coat					0.8	
4		R&I LT Belt w'strip				0.3		
5		R&I LT Handle, outside w/o painted USA built				0.5		
6		R&I LT R&I trim panel				0.4		
7		R&I LT Body side mldg USA built black				0.3		
8		<b>QUARTER PANEL</b>						
9		Blnd Fuel door w/o GX					0.2	
10	*	Rpr LT Quarter panel				4.0	2.4	
11		Overlap Major Adj. Panel					-0.4	
12		Add for Clear Coat					0.4	
13		<b>REAR LAMPS</b>						
14		R&I LT Tail lamp assy				0.3		
15		<b>REAR BUMPER</b>						
16		R&I R&I bumper cover				1.0		
17		<b>MISCELLANEOUS OPERATIONS</b>						
18	#	Subl Hazardous waste removal		1	6.00 T			
19	#	Refn Corrosion protection (repair area)					0.2	
20	**	A/M Apply Disinfectant		1	25.00	1.0		
21	*	Repl Cover car/bag		1	5.00	0.2		
<b>SUBTOTALS</b>						<b>36.00</b>	<b>10.0</b>	<b>5.6</b>

### ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			30.00
Body Labor	10.0 hrs @	\$ 62.00 /hr	620.00
Paint Labor	5.6 hrs @	\$ 62.00 /hr	347.20
Paint Supplies	5.6 hrs @	\$ 42.00 /hr	235.20
Miscellaneous			6.00
Subtotal			1,238.40
Sales Tax	\$ 1,238.40 @	5.5000 %	68.11
<b>Grand Total</b>			<b>1,306.51</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>1,306.51</b>

## Preliminary Estimate

**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

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

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AEG4442, CCC Data Date 05/14/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

### SYMBOLS FOLLOWING PART PRICE:

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

### SYMBOLS FOLLOWING LABOR:

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

### OTHER SYMBOLS AND ABBREVIATIONS:

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

## Preliminary Estimate

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**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

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

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

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

**Preliminary Estimate**

**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

**ALTERNATE PARTS USAGE**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

VIN: 1HGFA16537L126928 Interior Color: Mileage In: 145,482 Vehicle Out:  
License: 779-KWN Exterior Color: Black Mileage Out:  
State: WI Production Date: 6/2007 Condition: Good Job #:

<b>Alternate Part Type</b>	<b>Selection Method</b>	<b># Of Times Notified Of Available Parts</b>	<b># Of Parts Selected</b>
Aftermarket	Automatically List	0	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

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

\*\*\* PRELIMINARY ESTIMATE \*\*\*

06/01/2020 10:25 AM

**Owner**

**Owner:** JEFF CLAUDIO  
**Address:** 431 CENTER AVE  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)912-0069  
**FAX:**

**Inspection**

**Inspection Date:** 06/01/2020 10:25 AM

**Inspection Type:**

**Repairer**

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

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

**Target Complete Date/Time:**

**Days To Repair:** 5

**Vehicle**

2007 Honda Civic LX 4 DR Sedan  
4cyl Gasoline 1.8 VTEC  
5 Speed Automatic

**Lic. Plate:** 779-KWW  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:** Good  
**Ext. Color:** BLACK  
**Ext. Refinish:** Two-Stage

**Lic State:** WI  
**VIN:** 1HGFA165374126928  
**Mileage:** 155,000  
**Mileage Type:** Actual  
**Code:** H0303D  
**Int. Color:**  
**Int. Refinish:** Two-Stage

**Options**

AM/FM CD Player  
Anti-Lock Brakes  
Cruise Control  
Floor Mats  
Keyless Entry System  
Power Brakes  
Power Steering  
Rear Window Defroster  
Strg Wheel Radio Control  
Theft Deterrent System  
Velour/Cloth Seats

Air Conditioning  
Bucket Seats  
Daytime Running Lights  
Head Airbags  
Lighted Entry System  
Power Door Locks  
Power Windows  
Rem Trunk-L/Gate Release  
Tachometer  
Tilt Steering Wheel

Alarm System  
Center Console  
Dual Airbags  
Intermittent Wipers  
MP3 Decoder  
Power Mirrors  
Rear Bench Seat  
Side Airbags  
Telescopic Steering Whl  
Tinted Glass

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Rear Doors</b>										
1	I	289		Pnl,Rear Door Outer LT	Repair				3.0*	SM
2	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.1	RF
					2.1 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
3	RI	329		Mldg,Rear Door Belt LT	R & I Assembly				1.5	SM
4	RI	443		Handle,RR Door Outer LT	R & I Assembly				0.4	SM
<b>Quarter And Rocker Panel</b>										
5	I	389		Panel,Quarter LT	Repair				4.0*	SM
6	L	389		Panel,Quarter LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
7	RI	397		Door,Fuel Filler LT	R & I Assembly				0.1	SM
<b>Rear Bumper</b>										
8	RI	566		Rear Bumper Cover R&I	R & I Assembly				0.5*	SM
<b>Rear Body, Lamps And Floor Pan</b>										
9	RI	549		Lens,Taillamp Outer LT	R & I Assembly				1.2	SM
<b>Manual Entries</b>										
10	N	M30		Collision Repair Material	Additional Labor	\$7.00*				SM
11	N			CORROSION PROTECTION	Additional Labor	\$21.00*			0.2*	SM
12	N			CAR COVER 4 DOOR	Additional Labor	\$12.00*				SM
12	Items									

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts						\$40.00				
Paint & Materials				5.7 Hours @ \$40.00		\$228.00				
Parts & Material Total									\$268.00	
Tax on Parts & Material				@ 5.500%					\$14.74	
<b>Labor</b>										
				Rate	Replace Hrs	Repair Hrs	Total Hrs			
Sheet Metal (SM)				\$62.00	3.7	7.2	10.9	\$675.80		
Mech/Elec (ME)				\$78.00						
Frame (FR)				\$75.00						
Refinish (RF)				\$62.00	5.7		5.7	\$353.40		
<b>Labor Total</b>							16.6 Hours		\$1,029.20	
Tax on Labor				@ 5.500%				\$56.61		
<b>Gross Total</b>									\$1,368.55	
<b>Net Total</b>									\$1,368.55	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 Recycled Parts NOT REQUESTED  
 Rate Name Default

Audatex Estimating 8.0.757 ES 06/01/2020 10:27 AM REL 8.0.757 DT 05/01/2020  
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1.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



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DATE RECEIVED 6-5-2020

RECEIVED BY MKC

CLAIM NO. 3-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Aixia claudio

2. Home address of Claimant: 431 Centex Ave

3. Home phone number: 920-912-0069

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5-28-2020

6. Where did damage or injury occur? (give full description) see report

7. How did damage or injury occur? (give full description) see report

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

(a) Name of such officer or employee, if known: Jason Jae Brill (see report)

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

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

(a) Public property alleged to be dangerous: N/A

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

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

NO Injuries

11. Name and address of any other person injured: N/A

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

Auto: \$ \_\_\_\_\_  
Property: \$ \_\_\_\_\_  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

TOTAL \$ 1306.51 ~ 1368.55 (see report)

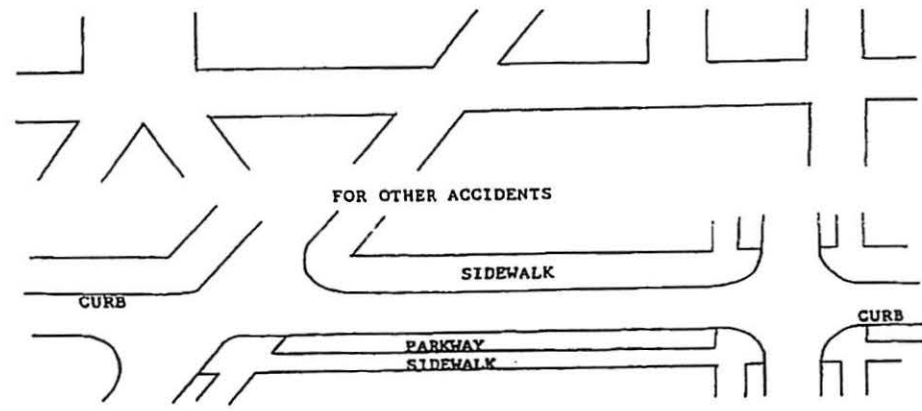
Damaged vehicle (if applicable)

Make: Honda Model: Civic Year: 2007 Mileage: 145,482 (see report)

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT [Signature] DATE 6-4-2020

**VII**

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. July 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 25-20-21 by City Clerk submitting various license applications; recommends denying Beverage Operator License application No. 3223 (David D. Felbab) due to his record of violations related to the licensed activity, his history as a habitual law offender, his failure to accurately answer application questions, and his failure to cooperate with staff for the committee.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. July 20, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 26-20-21  
by City Clerk submitting various license applications; recommends filing the  
application for Change of Premise from #1926 (Il Ritrovo), #3412 (Local Press  
Eatery), and #1412 (Trattoria Stefano) due to withdrawal of the applications.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 26 - 20 - 21. By CITY CLERK. June 24, 2020.

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

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 S. Pier Drive - lot east of building in addition to current premises description.
1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street - Extending from northeast curb north of alley on 515 S. 8 <sup>th</sup> Street to north alley curb on 522 S. 8 <sup>th</sup> Street.
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue - to include area on the west side of the building extending to center of 8 <sup>th</sup> Street and the sidewalk along the north side of building.
3412	Local Press Eatery	502 S. 8 <sup>th</sup> Street - Expanding from corner of building east to the center of the street.
1412	Trattoria Stefano	522 S. 8 <sup>th</sup> Street - extending from northeast curb north of alley on 515 S. 8 <sup>th</sup> Street to north alley curb on 522 S. 8 <sup>th</sup> Street.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue

LHPS  
files withdrawn  
#1926, #1412, #3412

**IV**

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred R. O. No. 30-20-21 by City Clerk submitting a claim from Jeff and Sarah Wright for alleged damages to their home due to a sewer backup; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. 30 - 20 - 21. By CITY CLERK. July 6, 2020.

Submitting a claim from Jeff and Sarah Wright for alleged damages to their home due to a sewer backup.

FAP  
jll

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

6-12-2020

RECEIVED BY

MKC

CLAIM NO.

5-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUN 12 '20 AM 10:46

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

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

1. Name of Claimant: Jeff & Sarah Wright
2. Home address of Claimant: 1408 Alabama ave
3. Home phone number: 920 334 2111
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 5-17-2020 8:00 p.m.

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

7. How did damage or injury occur? (give full description) Sewer backup  
into our Basement (over 2 foot of water)

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

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

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

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

(a) Public property alleged to be dangerous: —

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



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

Basement Cleanup, Furnace, water heater, washer & dryer, Basement Furniture.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto:	\$ _____	
Property:	\$ <u>11,000.00</u>	(10,000.00 covered by our insurance.)
Personal injury:	\$ _____	
Other: (Specify below)	\$ <u>1,000.00</u>	1,000.00 insurance deductible amount we had to pay that we are filing the claim for to have the city pay us back.
<b>TOTAL</b>	\$ <u>1,000.00</u>	

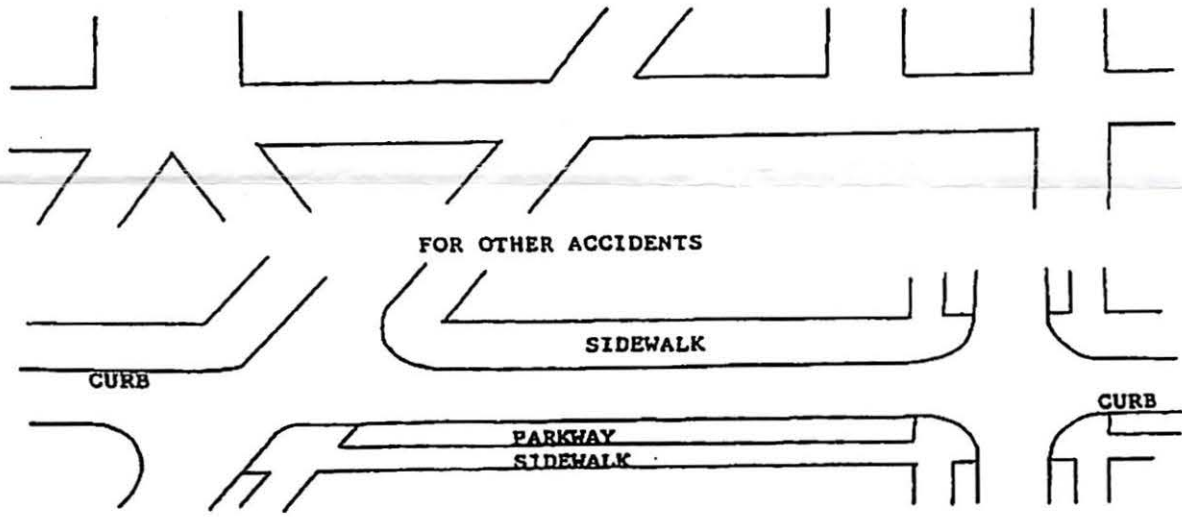
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT Jeffrey J. [Signature] DATE 6-10-2020



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

**CLAIM**

Claimant's Name: \_\_\_\_\_

Auto \$ \_\_\_\_\_

Claimant's Address: \_\_\_\_\_

Property \$ \_\_\_\_\_

\_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. \_\_\_\_\_

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

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

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

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

**SIGNED** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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

6.10.2020

We are writing this letter to make sure you are informed of the problem. we have had sewer backup into our basement three times in total, 5-17-2020 being the latest. If the problem is not fixed we are fearing it will happen again and again.

This is affecting the value of our home and safety in general.

We are filing this claim hoping to be reimbursed for the 1000.00 deductible we had to pay out of our own pocket, for a problem that was not our fault, we are doing all we can and hope the city will take the responsibility for the problem. Any questions please call us at 920-334-2111.

Thank-you  
Jeff & Sarah Wright

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 33-20-21 by City Clerk submitting various license applications; recommends granting the license with caveat (\*):

"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

\* Grant license application as a "RENEWAL" for former owner "LIMO LLC"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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. July 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 33-20-21 by City Clerk submitting various license applications; recommends granting the licenses with various caveats (\*):

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3242	Archambeau, Lauren N.	237 Hillcrest Court
0361	Beltran, Shae L.	2826 Erie Avenue
5274	Beltran, Terri L.	2826 Erie Avenue
3250	Cloud-Cabrera, Arianna B.	N4296 County Rd I, Sheboygan Falls
3255	Dean, Deanne E.	523 S. 15 <sup>th</sup> Street
5673	Helgeson, Dennis R.	3431 N. 10 <sup>th</sup> Street Apt. 831
3261	Jackson, Jillaine N.	1715 Norma Court
*0242	Johansen, Kaila L.	919 N. 5 <sup>th</sup> Street Apt. 28
6163	Jones, Laura L.	1131 S. 10 <sup>th</sup> Street
3258	Koehler, Caleb A.	4431 Lilac Court Apt. U102
4275	Koene, Susan D.	926 Erie Avenue
3256	Mendiola, Daisy	927 Dillingham Avenue
3245	Stadler, Mason J.	1135 Broadway Avenue
3248	Stempihar, Jaymz S.	2532 Cross Creek Drive Apt. D
2991	Warne, Dorthy R.	2332 Carmen Avenue #2C
3257	Wright, Jamie R.	1220 Union Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2454	Barthels, Jodi L.	130 Ashland Court, Sheboygan Falls
8611	Basler, Katlin R.	261 Osthoff Avenue, Elkhart Lake
2491	Beam, Christy L.	244 Center Avenue Apt. 4
0431	Blindauer, Sara C.	3810 Saemann Avenue
2619	Campbell, Rebecca	1504 Illinois Avenue
7570	Coronado, Juan D.	712 N. 25 <sup>th</sup> Street
2451	Drews, Shelly M.	2215 S. 7 <sup>th</sup> Street
1194	Duby, Cherie L.	2404 N. 22 <sup>nd</sup> Street
4034	Ertel, Michael L.	2400 Fairfield Lane, Plymouth
1351	Ferguson, Steve L.	1834 N. 27 <sup>th</sup> Street
2703	Franklin, Whitney M.	2322 S. 12 <sup>th</sup> Street
2559	Fretwell, Jennifer D.	1716 S. 7 <sup>th</sup> Street
8126	Gill, Puswinder S.	624 N. 7 <sup>th</sup> Street, Oostburg
1621	Hameister, Brian L.	1202 Michigan Avenue Apt. 2
0647	Hoffmann, Dustin K.	1936 N. 10 <sup>th</sup> Street
2325	Jewell, Zeld J M	2121 N. 11 <sup>th</sup> Street
*8182	Johnson, Eric M.	1112 Ontario Avenue Apt. A
9460	Klahn, Megan M.	2218 Indiana Avenue

3614 Koerner, Joseph A.	837 Leland Avenue
6614 Koerner, Mystie C.	1531 N. 5 <sup>th</sup> Street
*9393 Kohlhagen, Justin J.	N4296 County Rd I, Sheboygan Falls
2335 Lopez, Glennie J.	1616 Superior Avenue
5354 McGearry, Scott A.	932 N. 37 <sup>th</sup> Street
2709 McKenzie, Daniel J.	7093 Highway 67, Plymouth
2534 Mendiola, Ignacio B.	927 Dillingham Avenue
9799 Minglana, Fernando C.	1530 N. 9 <sup>th</sup> Street
7725 Nelson, Amy A.	1016 North Avenue
6752 Ornelas, Noemi K.	914 Division Street, Manitowoc
2370 Peaine, Alexxus R.	1019 N. 12 <sup>th</sup> Street
0551 Phillips, Lori A.	20 West Clifford Street, Plymouth
1523 Presley, Wendi J.	1840 Geele Avenue Unit A
2505 Quasius, Laura M.	1619A North Avenue
2112 Schreiner, Kurt	1231 N. 8 <sup>th</sup> Street
9070 Tahiri, Paula	3005 Whispering Winds Drive
9866 Wargo, Mandy J.	2327 S. 16 <sup>th</sup> Street
8868 Yankunas, Barbara J.	629 E. Jefferson Avenue, Cleveland
8170 Zenk, Travis A.	2123A S. 16 <sup>th</sup> Street

\* Grant with a warning to avoid further unlawful activity related to the licensed activity

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2381	Bourbon Street	1536 Indiana Avenue - Two day event to be held 8/1/20 and 8/2/20 to include sidewalk next to Bourbon Street and grass behind Bourbon Street.
1833	Champs Sports Bar	1501 Indiana Avenue - One day event to be held 08/01/20 to include parking lot.
1511	Denny's Bar	2140 Calumet Drive - One day event to be held 8/22/20 to include north and west side of building parking lot.
1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street - One day event to be held 7/23/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8 <sup>th</sup> St. to north alley curb on 522 S. 8 <sup>th</sup> St.

1926 Il Ritrovo 515 S. 8<sup>th</sup> Street - One day event to be held 7/30/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo 515 S. 8<sup>th</sup> Street - One day event to be held 08/06/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo 515 S. 8<sup>th</sup> Street - One day event to be held 08/13/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo 515 S. 8<sup>th</sup> Street - One day event to be held 08/20/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1926 Il Ritrovo 515 S. 8<sup>th</sup> Street - One day event to be held 08/27/20 to temporarily expand existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

2085 Legend Larry's 733 Pennsylvania Ave - One day event to be held 7/23/20 to temporarily expand existing premises to include area west of building to center of 8<sup>th</sup> Street.

2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 7/30/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 8/06/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 08/13/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 08/20/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
2085 Legend Larry's	733 Pennsylvania Ave - One day event to be held 08/27/20 to temporarily expand existing premises to include area west of building to center of 8 <sup>th</sup> Street.
3412 Local Press Eatery	502 S. 8 <sup>th</sup> Street - One day event to be held 07/23/20 to temporarily expand existing premises expanding from corner of building east to center of 8 <sup>th</sup> Street.
3412 Local Press Eatery	502 S. 8 <sup>th</sup> Street - One day event to be held 07/30/20 to temporarily expand existing premises expanding from corner of building east to center of 8 <sup>th</sup> Street.
3412 Local Press Eatery	502 S. 8 <sup>th</sup> Street - One day event to be held 08/06/20 to temporarily expand existing premises expanding from corner of building east to center of 8 <sup>th</sup> Street.

Street.

3412 Local Press Eatery

502 S. 8<sup>th</sup> Street - One day event to be held 08/13/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

3412 Local Press Eatery

502 S. 8<sup>th</sup> Street - One day event to be held 08/20/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

3412 Local Press Eatery

502 S. 8<sup>th</sup> Street - One day event to be held 08/27/20 to temporarily expand existing premises expanding from corner of building east to center of 8<sup>th</sup> Street.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 07/23/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 07/30/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/06/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/13/20 to

temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/20/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

1412 Trattoria Stefano

522 S. 8<sup>th</sup> Street - One day event to be held 08/27/20 to temporarily extend existing premises extending from northeast curb north of alley on 515 S. 8<sup>th</sup> St. to north alley curb on 522 S. 8<sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue

SIDEWALK CAFE (April 14, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2427	Urbane	1231 N. 8 <sup>th</sup> Street

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3455	Whisk	633 N. 8 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2428	Flunker, Angela S.	3616 Larkspar Way
3260	Hilbelink, Kirsten	1220 S. 9 <sup>th</sup> Street
3249	Kuperberg, Michael J.	1519 John Court Apt. A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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. July 20, 2020.

Your Committee to whom was referred pursuant to R. O. No. 33-20-21 by City Clerk submitting various license applications; recommends granting the licenses with various caveats (\*):

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3252	Meinholf, Wynterlily M.	1217 S. 7 <sup>th</sup> Street

\* Update correct spelling of name (Meinholf, Wyntirlily M.)

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2635	Negrete Coronad, Natividad	927 Dillingham Avenue

\* Update spelling of name (Negrete Coronado, Natividad)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 34-20-21 by City Clerk submitting various license applications; recommends granting the licenses with caveats (\*) (\*\*):

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3404	Scenic Bar I	1635 Indiana Avenue - One day event to be held 8/2/20 to include north and west side of the building and northeast portion of the parking in addition to the current premises description.

\*Grant contingent on applicant clarifying the premises description and either removing the sidewalk area or obtaining a sidewalk café permit as a condition of granting.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
**3001	Ranieri's Four of a Kind	811 Indiana Avenue

\*\*Grant contingent on application clarifying the premises description and removing non-sidewalk area from the description of the café. Also, the applicant needs a change of premises application before any application can be granted, which may include the additional areas, but only if they obtain the permission of the owners of those additional areas.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 34 - 20 - 21. By CITY CLERK. July 15, 2020.

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

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar I	1635 Indiana Avenue - One day event to be held 8/2/20 to include north and west side of the building and northeast portion of the parking in addition to the current premises description.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3001	Ranieri's Four of a Kind	811 Indiana Avenue

*LHP's*  
 grant with contingencies:  
 #3404 - clarify change premises description & either remove or obtain sidewalk cafe  
 #3001 - Clarify change premises description & remove non-sidewalk area. Need Ch

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred Res. No. 44-20-21 by Alderpersons Donohue and Bohren authorizing submission of a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the Innovation Hub Building along Indiana Avenue; 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. 44 - 20 - 21. By Alderpersons Donohue and Bohren. July 6, 2020.

A RESOLUTION authorizing submission of a Community Development Investment (CDI) grant application to the Wisconsin Economic Development Corporation (WEDC) for the Innovation Hub Building along Indiana Avenue.

WHEREAS, the Community Development Investment (CDI) grant program provides incentives for economic development projects including downtown community-driven efforts that should lead to measureable benefits in job opportunities, property values, and/or leveraged investment by local and private partners; and

WHEREAS, the Sheboygan County Economic Development Corporation Foundation proposes to construct a 20,000 square foot building in the proposed Innovation District that would serve as a business incubator/innovation center for Sheboygan County and has requested the City to submit a CDI grant to assist with project costs; and

WHEREAS, a Resolution authorizing the submission of the grant application by the City is a prerequisite for submission of the CDI grant application; and

WHEREAS, by passing this Resolution, the City of Sheboygan Common Council is declaring its intent to complete CDI grant activities described in the grant application if awarded funds.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan requests funds available from the WEDC through the CDI grant program and will comply with all requirements of the program and hereby authorizes the Director of Planning and Development to act on behalf of the City to submit a CDI application to WEDC, sign documents, and take necessary action to undertake, direct and complete approved grant activities.

FAP.  
adopt.

*Mylyne Nowell*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred Res. No. 45-20-21 by Alderpersons Donohue and Bohren authorizing the acceptance of funds from the Sheboygan River and Harbor Natural Resource Trustee Council in the amount of \$23,000; 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

45

Res. No. 45 - 20 - 21. By Alderpersons Donohue and Bohren. July 6, 2020.

A RESOLUTION authorizing the acceptance of funds from the Sheboygan River and Harbor Natural Resource Trustee Council in the amount of \$23,000.

WHEREAS, the Sheboygan River and Harbor Natural Resource Trustee Council has notified the City of Sheboygan that it has agreed to provide funds to implement a natural resource restoration project titled "Kiwanis Park Fishing Platforms," contingent upon the submittal of annual progress reports.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the Sheboygan River and Harbor Natural Resource Trustee Council funds in the amount of \$23,000.

F/P  
adopt

*[Signature]*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred Res. No. 46-20-21 by Alderpersons Donohue and Bohren authorizing the acceptance of funds from the Sheboygan River and Harbor Natural Resource Trustee Council in the amount of \$173,000; 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. 46 - 20 - 21. By Alderpersons Donchue and Bohren. July 6, 2020.

A RESOLUTION authorizing the acceptance of funds from the Sheboygan River and Harbor Natural Resource Trustee Council in the amount of \$173,000.

WHEREAS, the Sheboygan River and Harbor Natural Resource Trustee Council has notified the City of Sheboygan that it has agreed to provide funds to implement a natural resource restoration project titled "Maywood/Evergreen Park Bridge and Fishing Access," contingent upon the submittal of annual progress reports.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the Sheboygan River and Harbor Natural Resource Trustee Council funds in the amount of \$173,000.

File adopt

*Richard Howler*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred Res. No. 48-20-21 by Alderpersons Sorenson and Dekker authorizing City official to execute an Agreement with Brycer, LLC for The Compliance Engine Software for the City of Sheboygan Fire Department; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. 48 - 20 - 21. By Alderpersons Sorenson and Dekker. July 6, 2020.

A RESOLUTION authorizing the appropriate City official to execute an Agreement with Brycer, LLC for The Compliance Engine Software for the City of Sheboygan Fire Department.

RESOLVED: That the Fire Chief is authorized to execute the Agreement with Brycer, LLC for the Compliance Engine Software ("Agreement"), a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, as the Agreement provides for automatic renewal of the Term unless the Agreement is terminated by Brycer, LLC or the City, the Fire Chief may, if the Fire Chief determines that termination is in the best interest of the City, terminate the Agreement in the manner set forth in the Agreement.

ALLS  
adopt.

Dan Dekker  
Brycer

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

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

May 6th, 2020

Sheboygan Fire Department  
1326 N 25th St,  
Sheboygan, WI 53081

**Re: “The Compliance Engine”**

Dear Sheboygan Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the Sheboygan Fire Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing \_\_\_\_\_ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Additionally, Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all

schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **the City of Sheboygan** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed to this  
\_\_ day of \_\_\_\_\_, 20\_\_:

**Sheboygan Fire Department**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution; and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information shall include, but is not limited to, the Solution, computer programs, screen shots, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Brycer acknowledges and recognizes that Client is a public entity and, therefore, subject to the Wisconsin Public Records Law. In the event that Client receives a records request for a document that is, or reasonably could be interpreted to be, Confidential Information as defined above, Client shall provide Brycer with written notice of the request. Brycer acknowledges and recognizes that under the Wisconsin Public Records Law, Client is to respond to public records requests within ten days of receipt. Brycer will provide guidance regarding whether it believes a requested document is protected from disclosure within five days of receiving notice of the request. If Brycer does not provide guidance within five days of receiving notice of the request, Brycer waives any assertion that the document in question is Confidential Information. If the City asserts that a document is exempt from disclosure under the Wisconsin Open Records Law as a result of guidance provided by Brycer, Brycer will indemnify, defend, and hold the City harmless against any damages, losses, liabilities, causes of action, costs or expenses arising from the City's action. Each party agrees that – except as provided above with respect to public records requests submitted to Client or any other federal or state law or court order concerning disclosure – it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY, DEFEND, AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. LIMITATION ON DAMAGES. **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER**

**BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME.**

10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and, to the extent permitted by law, voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

**Exhibit B**

**Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

**BRYCER, LLC**  
4355 Weaver Parkway  
Suite 230  
Warrenville, IL 60555

May 6th, 2020

Sheboygan Fire Department  
1326 N 25th St,  
Sheboygan, WI 53081

**Re: "The Compliance Engine"**

Dear Sheboygan Fire Department:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, the Sheboygan Fire Department ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing 8/1/2020 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Additionally, Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all

schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **the City of Sheboygan** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: Matthew B. T. L.  
Its: President

Acknowledged and Agreed to this  
24 day of July, 2020:

**Sheboygan Fire Department**

By: [Signature]  
Its: FIRE CHIEF

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution; and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information shall include, but is not limited to, the Solution, computer programs, screen shots, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Brycer acknowledges and recognizes that Client is a public entity and, therefore, subject to the Wisconsin Public Records Law. In the event that Client receives a records request for a document that is, or reasonably could be interpreted to be, Confidential Information as defined above, Client shall provide Brycer with written notice of the request. Brycer acknowledges and recognizes that under the Wisconsin Public Records Law, Client is to respond to public records requests within ten days of receipt. Brycer will provide guidance regarding whether it believes a requested document is protected from disclosure within five days of receiving notice of the request. If Brycer does not provide guidance within five days of receiving notice of the request, Brycer waives any assertion that the document in question is Confidential Information. If the City asserts that a document is exempt from disclosure under the Wisconsin Open Records Law as a result of guidance provided by Brycer, Brycer will indemnify, defend, and hold the City harmless against any damages, losses, liabilities, causes of action, costs or expenses arising from the City's action. Each party agrees that – except as provided above with respect to public records requests submitted to Client or any other federal or state law or court order concerning disclosure – it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY, DEFEND, AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER

**BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME.**

10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and, to the extent permitted by law, voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred Res. No. 49-20-21 by Alderpersons Sorenson and Dekker authorizing the Fire Chief to execute the Cylinder Product Sale Agreement with Airgas USA, LLC to provide medical gasses to the City of Sheboygan Fire Department for at least five years; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.9

Res. No. 49 - 20 - 21. By Alderpersons Sorenson and Dekker.  
July 6, 2020.

A RESOLUTION authorizing the Fire Chief to execute the Cylinder Product Sale Agreement with Airgas USA, LLC to provide medical gasses to the City of Sheboygan Fire Department for at least five years.

RESOLVED: That the Fire Chief is authorized to execute the Cylinder Product Sale Agreement with Airgas USA, LLC, a copy of which is attached hereto and incorporated herein.

*LAPS  
adopt*

Dean Dekker  
[Signature]

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

## CYLINDER PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 3011-B East Capitol Drive, Appleton, WI 54911 ("Seller") and City of Sheboygan Fire Department, with offices at (1) 833 New York Ave., Sheboygan, WI 53081; (2) 2413 S. 18<sup>th</sup> Street, Sheboygan, WI 53081; (3) 1326 N 25<sup>th</sup> St Sheboygan, WI 53081; (4) 2622 N. 15<sup>th</sup> Street, Sheboygan, WI 53083; and (5) 4504 S. 18<sup>th</sup> Street, Sheboygan, WI 53081 ("Buyer" or "the City"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, all of Buyer's total requirements of medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders") during the Term of this Agreement. Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement.
2. **Term.** (i) This Agreement shall be effective as of the later of Buyer's or Seller's signature ("Effective Date"). The initial term of this Agreement shall be for five (5) years ("Term") and shall commence upon the Effective Date. The Term may be renewed for incremental one (1) year periods upon mutual written agreement of both parties. The Sheboygan Fire Chief shall have the authority to enter into a renewal on behalf of the City. At any time during any renewal period, either party may terminate this Agreement by providing ninety (90) days' written notice to the other party. Seller shall have the right to terminate this Agreement and recover the possession of any Seller Cylinders if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any charges when and as due.
3. **Payment Terms.** The pricing and charges for Products purchased hereunder, which may be adjusted per the terms of this Agreement from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may a) provide written notice to Buyer and, if payment is not received within fifteen (15) business days of such notice, Seller may charge Buyer interest on any undisputed invoice amounts at the lesser of one percent (1%) per month or the highest rate permitted by law and/or b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller.
4. **Surcharges.** Upon notice and receipt of underlying documentation, Buyer shall pay to Seller a surcharge in the event of any extraordinary or emergency increases where Seller experiences an increase in operational or product costs of 10% or more in the cost of (a) power and/or raw materials used in the production of Products or (b) fuel. This surcharge shall last only as long as the increase in operational or product costs of 10% or more in the cost persists. The Parties recognize that the fuel costs on the Effective Date are particularly low. The baseline fuel cost for imposition of a Surcharge shall be taken as of January 1, 2020.
5. **Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the charges set forth herein; however, any daily rental fee for that Cylinder shall be replaced by the replacement value of a new Cylinder. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.
6. **Taxes.** Buyer shall provide Seller a certificate evidencing its status as an entity exempt from sales tax. If Buyer fails to provide such a certificate, Buyer shall be responsible for any sales tax or similar tax imposed as a result of its acquisition of Cylinders under this Agreement.
7. **Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act and the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to [www.airgas.com](http://www.airgas.com). Buyer understands that the Products must not be used without first consulting the SDS.
8. **Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.
9. **Price Change.** Buyer shall receive twelve (12) months firm pricing from the effective date of this Agreement. If Seller increases the price for a Product sold under this Agreement, such increase shall become effective on the next succeeding anniversary date of this Agreement that is at least fifteen (15) days after written notice is given to Buyer. Only one price increase is permitted per year. No price increase shall be greater than the lesser of (1) the net change in the Consumer Price Index over the last twelve (12) months or (2) five percent (5%).
10. **Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.
11. **Remedy; Limitation of Liability.** SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SELLER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY DURING THE TERM OF THIS AGREEMENT FOR ALL OTHER CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO \$10,000 FOR EACH OCCURRENCE AND \$25,000.00 FOR THE ENTIRE TERM OF THE AGREEMENT. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF

WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT SELLER'S OBLIGATION TO INDEMNIFY BUYER FOR THIRD PARTY CLAIMS AS REQUIRED PURSUANT TO SECTION 12.

**12. Indemnification.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party) then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.

**13. Itemized Charges.** (a) The total amount due from Buyer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Seller. Seller has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things. (b) No such charges not already provided for in a rider hereto will be imposed without mutual consent.

**14. Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees.

**15. Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.

**16. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Wisconsin.

**17. Non-Appropriation.** If funds for the continued fulfillment of this Agreement by the Buyer are at any time not forthcoming or are insufficient, through failure of any entity, including the Seller itself, to appropriate funds or otherwise, then the Seller shall have the right to terminate this Agreement without penalty.

**18. Open Records.** Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Seller acknowledges that it is obligated to assist the City in retaining and producing records relating to Seller's performance and compliance under this Agreement, but limited to Seller's invoicing for Product supplied hereunder that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after the expiration of this Agreement.

**19. Termination for Material Breach.** In the event that either party defaults or fails to fulfill in a timely and proper manner its material obligations pursuant to this Agreement (the "Defaulting Party"), the non-Defaulting Party may deliver written notice providing the Defaulting Party with thirty (30) days to cure the breach or to fulfill its obligations pursuant to the Agreement.<sup>1</sup> If the breach is not cured or the obligations are not fulfilled within such thirty (30) days period, the non-Defaulting Party may terminate this Agreement. In the event of a termination, the Parties will cooperate to expeditiously return any Cylinders to Seller.

**20. Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. A notice of termination under Section 19 hereof must be given in a manner that provides proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Seller against all damages Seller may suffer if Buyer's representation is not correct. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. **The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year indicated below.**

City of Sheboygan Fire Department (BUYER)

AIRGAS USA, LLC (SELLER)

Signature: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ /Authorized Representative

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name and Title: Linda Wissink, VP Healthcare-NC Region

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> If the breach is the failure to deliver necessary Products to Buyer for a reason other than as provided in Section 15, Buyer may immediately purchase Products from another supplier to ensure that Buyer can continue to provide essential medical services. In this situation, after the cure by Seller, Buyer will resume purchasing Products exclusively from Seller.



**Rider to Cylinder Product Sale Agreement between City of Sheboygan Fire Department and Airgas USA, LLC,  
with an Effective Date of \_\_\_\_\_**

Product	Description	Price/Cylinder	Daily Rental
OX USPDABEMS	D size EMS Cylinder	\$8.92	\$0.21
OX USP200	H Cylinder	\$27.03	\$0.21

\*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Hazmat Charge (Product) is \$7.71 per Delivery

Delivery Charge is \$35.00 per Delivery

Fuel Surcharge is \$0.00 until diesel reaches \$4.00/gallon, then will follow

Emergency Delivery Charge (Out of schedule, holiday, or weekend) is \$250.00 per Delivery

**AGREED TO AND ACCEPTED BY:**

**CITY OF SHEBOYGAN FIRE DEPARTMENT (BUYER)**

**AIRGAS USA, LLC (SELLER)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Linda Wissink

Title: \_\_\_\_\_

Title: VP Healthcare-NC Region

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## CYLINDER PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 3011-B East Capitol Drive, Appleton, WI 54911 ("Seller") and City of Sheboygan Fire Department, with offices at (1) 833 New York Ave., Sheboygan, WI 53081; (2) 2413 S. 18<sup>th</sup> Street, Sheboygan, WI 53081; (3) 1326 N 25<sup>th</sup> St Sheboygan, WI 53081; (4) 2622 N. 15<sup>th</sup> Street, Sheboygan, WI 53083; and (5) 4504 S. 18<sup>th</sup> Street, Sheboygan, WI 53081 ("Buyer" or "the City"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

- 1. Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, all of Buyer's total requirements of medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders") during the Term of this Agreement. Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement.
- 2. Term.** (i) This Agreement shall be effective as of the later of Buyer's or Seller's signature ("Effective Date"). The initial term of this Agreement shall be for five (5) years ("Term") and shall commence upon the Effective Date. The Term may be renewed for incremental one (1) year periods upon mutual written agreement of both parties. The Sheboygan Fire Chief shall have the authority to enter into a renewal on behalf of the City. At any time during any renewal period, either party may terminate this Agreement by providing ninety (90) days' written notice to the other party. Seller shall have the right to terminate this Agreement and recover the possession of any Seller Cylinders if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any charges when and as due.
- 3. Payment Terms.** The pricing and charges for Products purchased hereunder, which may be adjusted per the terms of this Agreement from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may a) provide written notice to Buyer and, if payment is not received within fifteen (15) business days of such notice, Seller may charge Buyer interest on any undisputed invoice amounts at the lesser of one percent (1%) per month or the highest rate permitted by law and/or b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller.
- 4. Surcharges.** Upon notice and receipt of underlying documentation, Buyer shall pay to Seller a surcharge in the event of any extraordinary or emergency increases where Seller experiences an increase in operational or product costs of 10% or more in the cost of (a) power and/or raw materials used in the production of Products or (b) fuel. This surcharge shall last only as long as the increase in operational or product costs of 10% or more in the cost persists. The Parties recognize that the fuel costs on the Effective Date are particularly low. The baseline fuel cost for imposition of a Surcharge shall be taken as of January 1, 2020.
- 5. Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the charges set forth herein; however, any daily rental fee for that Cylinder shall be replaced by the replacement value of a new Cylinder. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.
- 6. Taxes.** Buyer shall provide Seller a certificate evidencing its status as an entity exempt from sales tax. If Buyer fails to provide such a certificate, Buyer shall be responsible for any sales tax or similar tax imposed as a result of its acquisition of Cylinders under this Agreement.
- 7. Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act and the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to [www.airgas.com](http://www.airgas.com). Buyer understands that the Products must not be used without first consulting the SDS.
- 8. Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.
- 9. Price Change.** Buyer shall receive twelve (12) months firm pricing from the effective date of this Agreement. If Seller increases the price for a Product sold under this Agreement, such increase shall become effective on the next succeeding anniversary date of this Agreement that is at least fifteen (15) days after written notice is given to Buyer. Only one price increase is permitted per year. No price increase shall be greater than the lesser of (1) the net change in the Consumer Price Index over the last twelve (12) months or (2) five percent (5%).
- 10. Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.
- 11. Remedy; Limitation of Liability.** SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SELLER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY DURING THE TERM OF THIS AGREEMENT FOR ALL OTHER CLAIMS, LOSSES, OR DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER SHALL BE LIMITED TO \$10,000 FOR EACH OCCURRENCE AND \$25,000.00 FOR THE ENTIRE TERM OF THE AGREEMENT. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF

WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT SELLER'S OBLIGATION TO INDEMNIFY BUYER FOR THIRD PARTY CLAIMS AS REQUIRED PURSUANT TO SECTION 12.

12. **Indemnification.** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party) then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.

13. **Itemized Charges.** (a) The total amount due from Buyer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by Seller. Seller has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things. (b) No such charges not already provided for in a rider hereto will be imposed without mutual consent.

14. **Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees.

15. **Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Wisconsin.

17. **Non-Appropriation.** If funds for the continued fulfillment of this Agreement by the Buyer are at any time not forthcoming or are insufficient, through failure of any entity, including the Seller itself, to appropriate funds or otherwise, then the Seller shall have the right to terminate this Agreement without penalty.

18. **Open Records.** Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Seller acknowledges that it is obligated to assist the City in retaining and producing records relating to Seller's performance and compliance under this Agreement, but limited to Seller's invoicing for Product supplied hereunder that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after the expiration of this Agreement.

19. **Termination for Material Breach.** In the event that either party defaults or fails to fulfill in a timely and proper manner its material obligations pursuant to this Agreement (the "Defaulting Party"), the non-Defaulting Party may deliver written notice providing the Defaulting Party with thirty (30) days to cure the breach or to fulfill its obligations pursuant to the Agreement.<sup>1</sup> If the breach is not cured or the obligations are not fulfilled within such thirty (30) days period, the non-Defaulting Party may terminate this Agreement. In the event of a termination, the Parties will cooperate to expeditiously return any Cylinders to Seller.

20. **Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. A notice of termination under Section 19 hereof must be given in a manner that provides proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend Seller against all damages Seller may suffer if Buyer's representation is not correct. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year indicated below.

City of Sheboygan Fire Department (BUYER)

Signature: \_\_\_\_\_

Printed Name: Eric Montevano / Authorized Representative

Title: Fire Chief

Date: July 24, 2020

AIRGAS USA, LLC (SELLER)

Submitted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Printed Name and Title: Linda Wissink, VP Healthcare-NC Region

Date: 7/25/2020

<sup>1</sup> If the breach is the failure to deliver necessary Products to Buyer for a reason other than as provided in Section 15, Buyer may immediately purchase Products from another supplier to ensure that Buyer can continue to provide essential medical services. In this situation, after the cure by Seller, Buyer will resume purchasing Products exclusively from Seller.



Rider to Cylinder Product Sale Agreement between City of Sheboygan Fire Department and Airgas USA, LLC, with an Effective Date of \_\_\_\_\_

Product	Description	Price/Cylinder	Daily Rental
OX USPDAWBEMS	D size EMS Cylinder	\$8.92	\$0.21
OX USP200	H Cylinder	\$27.03	\$0.21

\*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Hazmat Charge (Product) is \$7.71 per Delivery

Delivery Charge is \$35.00 per Delivery

Fuel Surcharge is \$0.00 until diesel reaches \$4.00/gallon, then will follow

Emergency Delivery Charge (Out of schedule, holiday, or weekend) is \$250.00 per Delivery

AGREED TO AND ACCEPTED BY:

CITY OF SHEBOYGAN FIRE DEPARTMENT (BUYER)

AIRGAS USA, LLC (SELLER)

By: [Signature]

By: [Signature]

Printed Name: ERIC MONTELLANO

Printed Name: Linda Wissink

Title: FIRE CHIEF

Title: VP Healthcare-NC Region

Date: July 24, 2020

Date: 7/25/2020

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. July 20, 2020.

Your Committee to whom was referred Res. No. 50-20-21 by Alderperson Sorenson authorizing the appropriate City officials to execute an Electric Transmission Line Easement, a Right of Way Clearing Agreement, and a Temporary Permission for Herbicide Treatment with American Transmission Company regarding Parcel No. 59281215800; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.10

Res. No. 50 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

A RESOLUTION authorizing the appropriate City officials to execute an Electric Transmission Line Easement, a Right of Way Clearing Agreement, and a Temporary Permission for Herbicide Treatment with American Transmission Company regarding Parcel No. 59281215800.


WHEREAS, American Transmission Company has conducted a detailed review of its easements; and

WHEREAS, American Transmission Company has determined that it is necessary to acquire a new easement on property owned by the City of Sheboygan related to one of its transmission lines; and

WHEREAS, American Transmission Company has agreed to pay the City \$8,400.00 for the easement and \$500.00 in exchange for the City's consent to the application of herbicidal chemicals for vegetation management within the easement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver to American Transmission Company: (1) the Electric Transmission Line Easement, a copy of which is attached to this Resolution, (2) the Right of Way Clearing Agreement, a copy of which is attached to this Resolution, and (3) the Temporary Permission for Herbicide Treatment, a copy of which is attached to this Resolution.

Res  
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

Document Number

**ELECTRIC TRANSMISSION LINE EASEMENT**  
Not subject to Wis. Stat. § 77.22(1).

The undersigned Grantor(s) **City of Sheboygan, a municipal corporation (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation (hereinafter jointly referred to as "Grantee")**, the Grantee's successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol electric transmission line facilities, including but not limited to wires, poles, guy lines, anchors, and associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across lands owned by the Grantor(s) in the **City of Sheboygan, County of Sheboygan, State of Wisconsin, described as follows:**

**A part of the Grantor's land located in part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, Section 21, T15N-R23E, City of Sheboygan, Sheboygan County, Wisconsin;**

Recording Area

Name and Return Address  
Steigerwaldt Land Services  
Attn: Real Estate Department  
856 North 4th Street  
Tomahawk, WI 54487

Parcel Identification Number(s)

59281215800

The perpetual easement strip granted herein is described and shown on the Exhibit "A" attached hereto and made a part hereof.

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual easement area across the Grantor's property adjacent to the perpetual easement.
- 3) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 4) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 5) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

The Grantee shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Grantor(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the perpetual easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the perpetual easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

It is understood and agreed that the Landowner shall have the right to maintain the present existing building and light pole within the perpetual easement strip. However, the Landowner agrees not to enlarge or improve said building or light pole, or install any antennae or other appendages that will cause Grantee's facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto. Landowner also agrees not to perform any work on said building or light pole within the perpetual easement strip other than normal maintenance. It is understood and agreed, however, that the Landowner has the right to repair the existing building and light pole within its present boundaries in the event of destruction, damage or deterioration.

ERD-EDG0320

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

As provided by PSC 113, the Grantor(s) shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor(s) hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five days to review such materials.

Grantor warrants and represents that Grantor has good title to the property described herein, free and clear from all liens and encumbrances, except: N/A

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN            )  
  ) SS  
COUNTY OF \_\_\_\_\_)                                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ of the *City of Sheboygan, a municipal corporation* to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) \_\_\_\_\_

This instrument drafted by Carol Ahles and checked by Debra Zimmermann on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

This document was drafted on December 10, 2019.

# EASEMENT DESCRIPTION MAP (EXHIBIT A)

## LEGEND

- PROPERTY LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH LINE
- TRANSMISSION REFERENCE LINE
- TRANSMISSION EASEMENT LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE

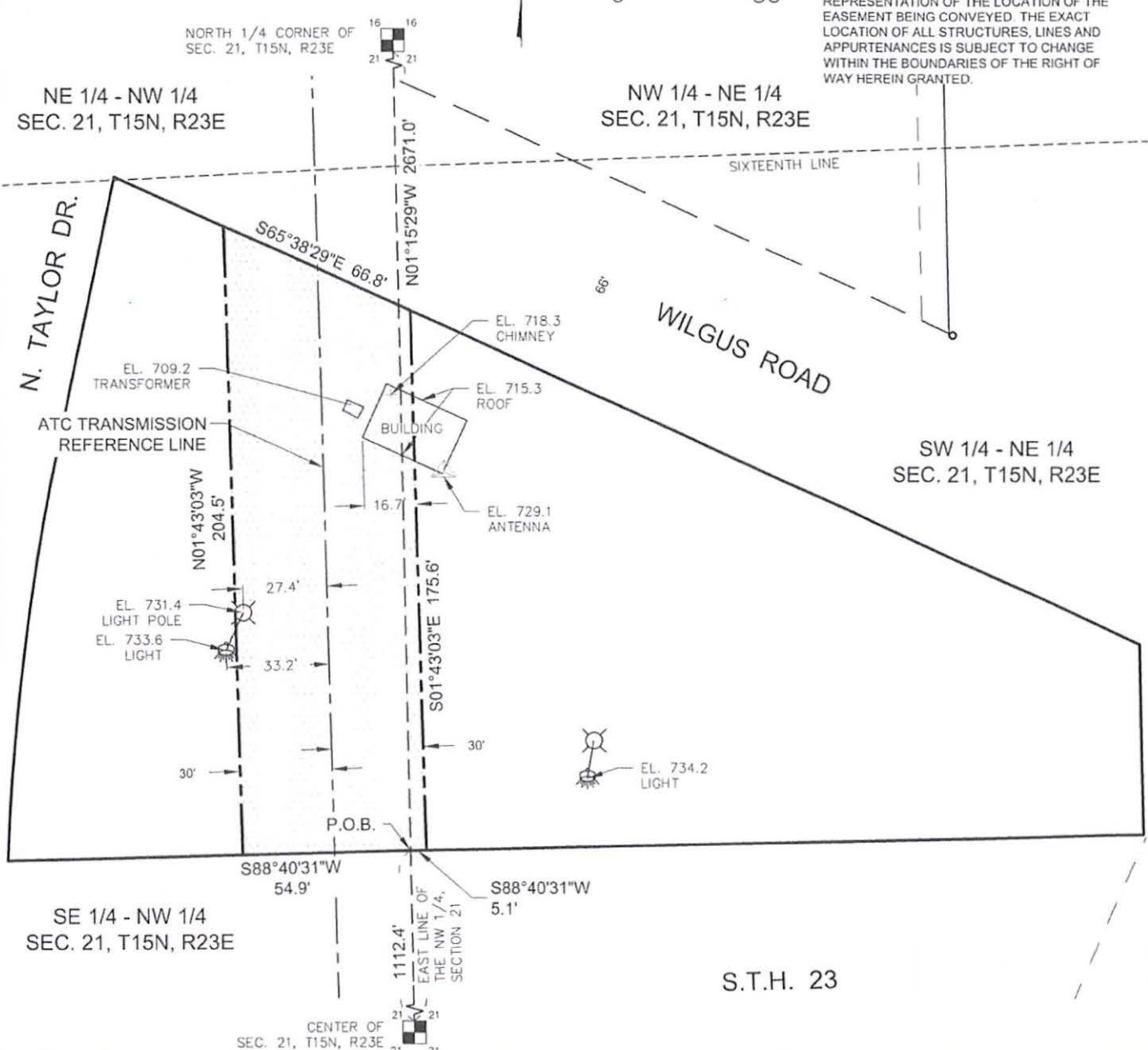


ATC TRANSMISSION LINE EASEMENT AREA =  
11,402 sq. ft. (0.262 acres) +/-

NOTES:  
BEARINGS WERE ESTABLISHED USING THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 2011 (WISCORS CORRECTION).

ELEVATION SHOWN ON THE MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.



R:\2019\19-9047 ATC Y-31 Rerate, Sheboygan, WI\DWG\Survey\Exhibits\ATC Y-31 ERD-EDG0320.dwg

**JSD Professional Services, Inc.**  
• Engineers • Surveyors • Planners  
  
MILWAUKEE REGIONAL OFFICE  
W238 N1610 BUSSE ROAD, SUITE 100  
WAUKESHA, WISCONSIN 53188  
P. 262.513.0666

PARCEL NO.  
59281215800  
ATC ID: ERD-EDG0320



Drawn :	CJH
Date:	10/11/2019
Scale:	1" = 50'
PROJECT NUMBER	19-9047
SHEET NUMBER	1 OF 2

REVISIONS	01/28/2020	05/20/2020
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## EASEMENT DESCRIPTION (EXHIBIT A)

A variable width easement which crosses a part of the grantor's premise, being part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, in Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Center of said Section 21; thence North 01°15'29" West along the east line of said Northwest Quarter, 1112.4 feet to the north right of way line of State Trunk Highway 23 also being the south property line of the grantor and the **Point of Beginning**; thence **South 88°40'31" West** along said north right of way line, **54.9 feet**; thence **North 01°43'03" West**, **204.5 feet** to the south right of way line of Wilgus Road; thence **South 65°38'29" East** along said south right of way line, **66.8 feet**; thence **South 01°43'03" East**, **175.6 feet** to the aforesaid north right of way line of State Trunk Highway 23; thence **South 88°40'31" West** along said north right of way line, **5.1 feet** to the **Point of Beginning**. Containing **11,402 square feet (0.262 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.

R:\2019\19-9047 ATC Y-31 Rerate, Sheboygan, WI\DWG\Survey\Exhibits\ATC Y-31 ERD-EDG0320.dwg

 <p><b>JSD Professional Services, Inc.</b> • Engineers • Surveyors • Planners</p> <p>MILWAUKEE REGIONAL OFFICE W238 N1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666</p>	<p>PARCEL NO. 59281215800 ATC ID: ERD-EDG0320</p>		Drawn: CJH				
			Date: 10/11/2019				
			Scale: NA				
			PROJECT NUMBER: 19-9047				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">REVISIONS</td> <td style="width: 25%;">01/28/2020</td> <td style="width: 25%;">05/20/2020</td> <td style="width: 25%;"></td> </tr> </table>			REVISIONS	01/28/2020	05/20/2020		SHEET NUMBER: 2 OF 2
REVISIONS	01/28/2020	05/20/2020					



# TREE AND BRUSH DISPOSITION REPORT RIGHT-OF-WAY CLEARING

ATC File Number: ERD-EDG0320 Line Designation: Y-31 Date: 05/04/2020

**LANDOWNER INFORMATION:**

OWNER: City of Sheboygan

Address: 828 Center Avenue, Sheboygan, WI 53081-4442

Phone #: 920-459-3800 Contact: \_\_\_\_\_

Structure(s): \_\_\_\_\_

AMERICAN TRANSMISSION COMPANY LLC, its agents, and contractors will dispose of all trees and brush as follows:

**NON-MAINTAINED AREAS**

- Trees and brush that are five (5) inches or less in diameter, within the easement strip shall be mowed with brush mowing equipment. Mowing material (mulch and stumps) will remain. See attached ATC pamphlet "Managing vegetation around electric line transmission lines" for further description of clearing procedure.
- Wood greater than 5" in diameter shall be cut in 100-inch lengths and piled neatly on the edge of the easement strip.

**MANICURED LAWNS ONLY**

- All tree and brush debris shall be removed from the site.
- Wood over five (5) inches in diameter will be left on site in:  100-inch lengths, or,  removed from the site. (Choose one only.)

If the area where the wood or brush is to be placed is determined to be a delineated wetland, ATC will work with the landowner to determine appropriate disposition methods and area for placement prior to clearing.

If the vegetation to be cleared contains state-listed invasive species, ATC will discuss proper handling and management practices with the landowner prior to clearing.

The options chosen in this TDR are for initial clearing during construction only.

Check if landowner would like to be contacted by ATC Clearing contractor prior to beginning clearing work.

Dated this day \_\_\_\_\_ of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner



TEMPORARY PERMISSION FOR HERBICIDE TREATMENT  
Initial Clearing and Construction

ATC File Number: ERD-EDG0320 Line Designation: Y-31 Date: 05/04/2020

LANDOWNER INFORMATION:

OWNER: City of Sheboygan

Address: 828 Center Avenue, Sheboygan, WI 53081-4442

Phone #: 920-459-3800 Contact: \_\_\_\_\_

Structure(s): \_\_\_\_\_

The undersigned landowners, its successors and assigns, hereby grant written consent to use herbicidal chemicals for tree, weed and brush control following the initial clearing of the easement strip.

This permission is for initial vegetation management purposes only and will terminate after three (3) years following the initial tree, weed and brush clearing work within the easement area.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner



8 5 2 5 6 1 3  
Tx:4197599

Document Number

**ELECTRIC TRANSMISSION LINE EASEMENT**  
Not subject to Wis. Stat. § 77.22(1).

**2097855**  
**SHEBOYGAN COUNTY, WI**  
RECORDED ON  
**09/01/2020 03:58 PM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**TRANSFER FEE:**  
**EXEMPTION #**  
Cashier ID: 3  
PAGES: 4

The undersigned Grantor(s) *City of Sheboygan, a municipal corporation* (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto *American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation* (hereinafter jointly referred to as "Grantee"), the Grantee's successors, assigns, licensees and manager, the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol electric transmission line facilities, including but not limited to wires, poles, guy lines, anchors, and associated appurtenances for the transmission of electric current, communication facilities and signals appurtenant thereto, upon, in, over and across lands owned by the Grantor(s) in the *City of Sheboygan, County of Sheboygan, State of Wisconsin*, described as follows:

**A part of the Grantor's land located in part of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, Section 21, T15N-R23E, City of Sheboygan, Sheboygan County, Wisconsin;**

Recording Area

Name and Return Address

Steigerwaldt Land Services  
Attn: Real Estate Department  
856 North 4th Street  
Tomahawk, WI 54487

Parcel Identification Number(s)

59281215800

The perpetual easement strip granted herein is described and shown on the Exhibit "A" attached hereto and made a part hereof.

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual easement area across the Grantor's property adjacent to the perpetual easement.
- 3) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 4) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 5) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

The Grantee shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to the Grantor(s), the heirs, successors and assigns of every use and enjoyment of said land not inconsistent with the construction, installation, maintenance, operation, repair, replacement, rebuilding, inspection and removal of such structures, wires and associated appurtenances.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the perpetual easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the perpetual easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

It is understood and agreed that the Landowner shall have the right to maintain the present existing building and light pole within the perpetual easement strip. However, the Landowner agrees not to enlarge or improve said building or light pole, or install any antennae or other appendages that will cause Grantee's facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto. Landowner also agrees not to perform any work on said building or light pole within the perpetual easement strip other than normal maintenance. It is understood and agreed, however, that the Landowner has the right to repair the existing building and light pole within its present boundaries in the event of destruction, damage or deterioration.

ERD-EDG0320

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

As provided by PSC 113, the Grantor(s) shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor(s) hereby voluntarily waives the five-day review period, or acknowledges that they have had at least five days to review such materials.

Grantor warrants and represents that Grantor has good title to the property described herein, free and clear from all liens and encumbrances, except: N/A

WITNESS the signature(s) of the Grantor this 25<sup>th</sup> day of August, 2020.

Michael J. Vandersteen (SEAL)  
Signature

MICHAEL J. VANDERSTEEN  
Printed Name

MAYOR  
Title

Meredith DeBruin (SEAL)  
Signature

Meredith DeBruin  
Printed Name

City Clerk  
Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
COUNTY OF Sheboygan ) SS

Personally came before me this 25<sup>th</sup> day of August, 2020, the above named Michael Vandersteen and Meredith DeBruin as Mayor and City Clerk of the City of Sheboygan, a municipal corporation to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa Clevenger  
Signature of Notary

Melissa Clevenger  
Printed Name of Notary

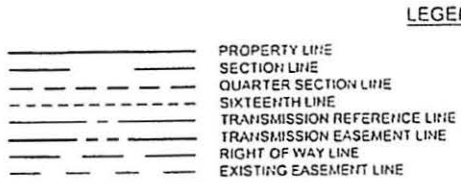
Notary Public, State of Wisconsin

My Commission expires (is) 7/24/2021

This instrument drafted by Carol Ahles and checked by Debra Zimmermann on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

This document was drafted on December 10, 2019.

# EASEMENT DESCRIPTION MAP (EXHIBIT A)



ATC TRANSMISSION LINE EASEMENT AREA = 11,402 sq. ft. (0.262 acres) +/-

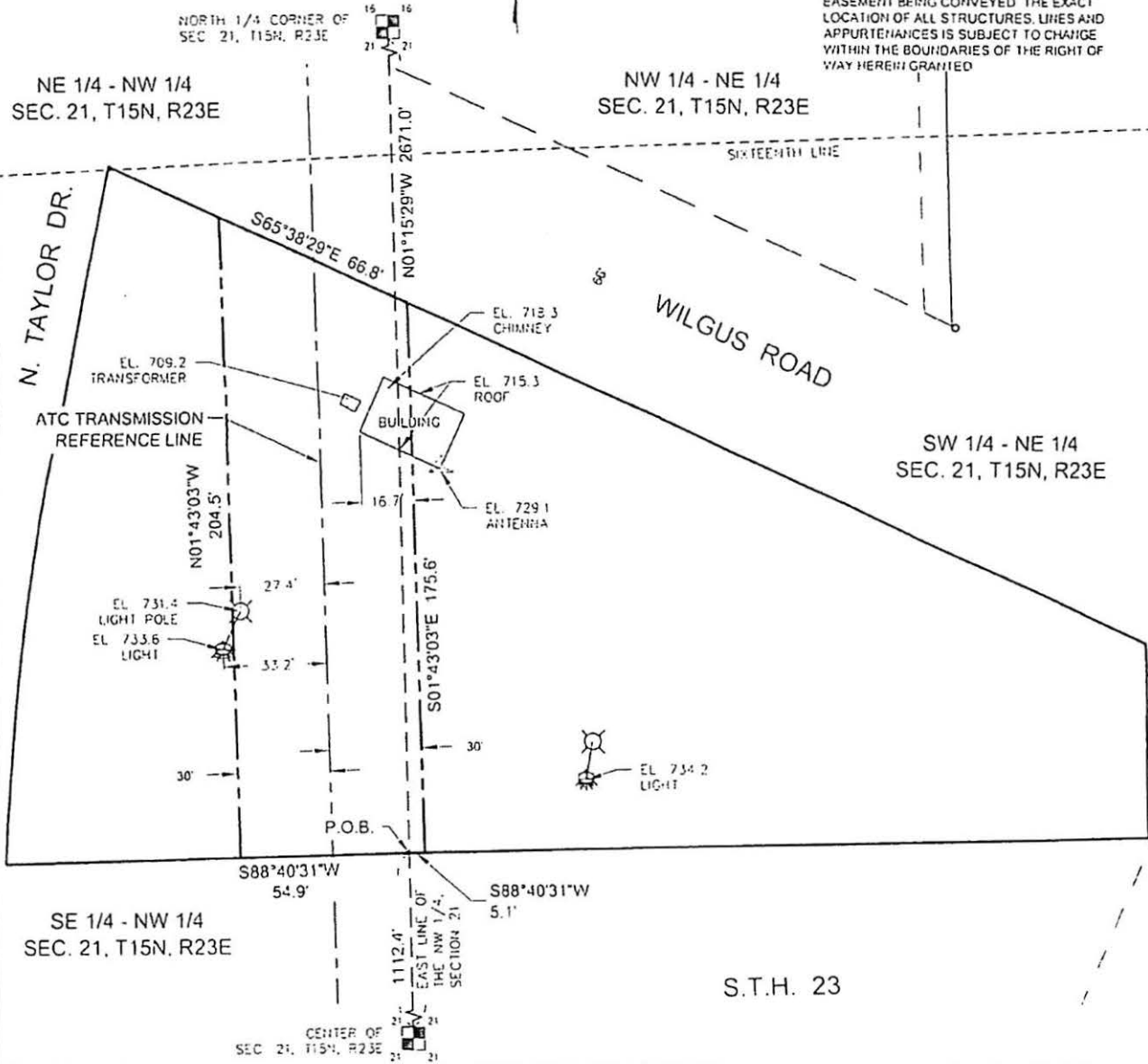
**NOTES**  
BEARINGS WERE ESTABLISHED USING THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 2011 (WISCORS CORRECTION)

SCALE IN FEET



ELEVATION SHOWN ON THE MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREBY GRANTED



S.T.H. 23

R:\2019\19-9047 ATC 1-31 Rev.dwg, Scribble.dwg, m:\066\Survey\19-nb\19-ATC 1-31 EHD-EDG0320.dwg

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE  
W238 N11610 BUSSE ROAD, SUITE 100  
WAUKESHA, WISCONSIN 53198  
P. 262.513.0656

PARCEL NO.  
59281215800  
ATC ID: ERD-EDG0320



Drawn: CJH

Date: 10/11/2019

Scale: 1" = 50'

PROJECT NUMBER  
19-9047

SHEET NUMBER  
1 OF 2



REVISIONS 01/23/2020 05/10/2020

## EASEMENT DESCRIPTION (EXHIBIT A)

A variable width easement which crosses a part of the grantor's premise, being part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter, in Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Center of said Section 21; thence North 01°15'29" West along the east line of said Northwest Quarter, 1112.4 feet to the north right of way line of State Trunk Highway 23 also being the south property line of the grantor and the **Point of Beginning**; thence South 88°40'31" West along said north right of way line, 54.9 feet; thence North 01°43'03" West, 204.5 feet to the south right of way line of Wilgus Road; thence South 65°38'29" East along said south right of way line, 66.8 feet; thence South 01°43'03" East, 175.6 feet to the aforesaid north right of way line of State Trunk Highway 23; thence South 88°40'31" West along said north right of way line, 5.1 feet to the **Point of Beginning**. Containing 11,402 square feet (0.262 acres) more or less and subject to restrictions, reservations, rights of way and easements of record.

H:\2019\19-9047 ATC 1-31 Revise Sheboygan, WI\DWG\Survey\Exhibits\ATC 1-31 ERD-EDG0320.dwg

 <p><b>JSD Professional Services, Inc.</b> Engineers • Surveyors • Planners</p> <p>MILWAUKEE REGIONAL OFFICE W238 N1810 BUSSE ROAD SUITE 100 WAUKESHA, WISCONSIN 53188 P 262 513 0666</p>	<p>PARCEL NO. 59281215800 ATC ID: ERD-EDG0320</p>	 <p><b>ATC</b> AMERICAN TRANSMISSION COMPANY</p>	Drawn: CJH			
			Date: 10/11/2019			
			Scale: NA			
			PROJECT NUMBER: 19-9047			
		<table border="1" style="font-size: small;"> <tr> <td>REVISED</td> <td>01/28/2020</td> <td>05/20/2020</td> </tr> </table>	REVISED	01/28/2020	05/20/2020	SHEET NUMBER: 2 OF 2
REVISED	01/28/2020	05/20/2020				



TREE AND BRUSH DISPOSITION REPORT  
RIGHT-OF-WAY CLEARING

ATC File Number: ERD-EDG0320 Line Designation: Y-31 Date: 05/04/2020

LANDOWNER INFORMATION:

OWNER: City of Sheboygan

Address: 828 Center Avenue, Sheboygan, WI 53081-4442

Phone #: 920-459-3800 Contact: \_\_\_\_\_

Structure(s): \_\_\_\_\_

AMERICAN TRANSMISSION COMPANY LLC, its agents, and contractors will dispose of all trees and brush as follows:

**NON-MAINTAINED AREAS**

- Trees and brush that are five (5) inches or less in diameter, within the easement strip shall be mowed with brush mowing equipment. Mowing material (mulch and stumps) will remain. See attached ATC pamphlet "Managing vegetation around electric line transmission lines" for further description of clearing procedure.
- Wood greater than 5" in diameter shall be cut in 100-inch lengths and piled neatly on the edge of the easement strip.

**MANICURED LAWNS ONLY**

- All tree and brush debris shall be removed from the site.
- Wood over five (5) inches in diameter will be left on site in:  100-inch lengths, or,  removed from the site. (Choose one only.)

If the area where the wood or brush is to be placed is determined to be a delineated wetland, ATC will work with the landowner to determine appropriate disposition methods and area for placement prior to clearing.

If the vegetation to be cleared contains state-listed invasive species, ATC will discuss proper handling and management practices with the landowner prior to clearing.

The options chosen in this TDR are for initial clearing during construction only.

Check if landowner would like to be contacted by ATC Clearing contractor prior to beginning clearing work.

Dated this day 2nd of September, 2020.

Michael J. Kudersta  
Owner

Heidi DeBruin  
Owner



TEMPORARY PERMISSION FOR HERBICIDE TREATMENT  
Initial Clearing and Construction

ATC File Number: ERD-EDG0320 Line Designation: Y-31 Date: 05/04/2020

LANDOWNER INFORMATION:

OWNER: City of Sheboygan

Address: 828 Center Avenue, Sheboygan, WI 53081-4442

Phone #: 920-459-3800 Contact: \_\_\_\_\_

Structure(s): \_\_\_\_\_

The undersigned landowners, its successors and assigns, hereby grant written consent to use herbicidal chemicals for tree, weed and brush control following the initial clearing of the easement strip.

This permission is for initial vegetation management purposes only and will terminate after three (3) years following the initial tree, weed and brush clearing work within the easement area.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this 2nd day of September, 2020.

Michael J. Wouda  
Owner

Wendy D. B...  
Owner

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. July 20, 2020.

Your Committee to whom was referred Res. No. 53-20-21 by Alderperson Sorenson authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date June 26, 2020) for the reconstruction of North Avenue from Calumet Drive to N. 15<sup>th</sup> Street; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

III

4.13

Res. No. 53 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

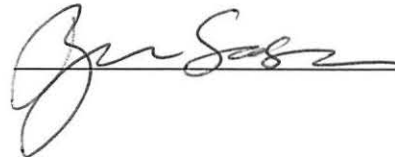
A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date June 26, 2020) for the reconstruction of North Avenue from Calumet Drive to N. 15th Street.

WHEREAS, in 2019 the City entered into the 4th Revision to the State/Municipal Agreement regarding the road reconstruction of North Avenue from Calumet Drive to N. 15th Street (Project I.D. 4996-01-78/79/80/81) (the "Project"), which superseded what was at that time the most recent version of the State/Municipal Agreement; and

WHEREAS, the City has now been presented with the 5th Revision to the State/Municipal Agreement for the Project, which extends the City's sunset date for final acceptance of Project ID 4996-01-80/81 to June 30, 2021, and for final acceptance of Project ID 4996-01-79 to June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the 5th Revision to the State/Municipal Agreement for the Project, a copy of which is attached hereto and incorporated herein.

*pk  
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



**5<sup>th</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET URBANIZED  
AREA STP-URBAN PROJECT**

*This agreement supersedes the agreement signed by the Municipality on July 17, 2019 and signed by DOT on July 24, 2019.*

**Program Name: STP-Urban**  
**Population Group: 50,000 - 200,000**  
**Sub-program #: 206**

Revised Date: June 26, 2020  
Date: JUNE 6, 2014  
I.D.: 4996-01-78/79/80/81  
Road Name: C SHEBOYGAN, NORTH AVE  
Limits: CALUMET DRIVE – 15<sup>TH</sup> STREET  
County: SHEBOYGAN  
Roadway Length: 0.6 MILES  
Functional Classification: MINOR ARTERIAL  
Project Sponsor: CITY OF SHEBOYGAN  
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request:** The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

**Proposed Improvement - Nature of work:** The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74% federal funding up to a maximum of \$3,528,092 for all federally-funded project phases when the municipality agrees to provide the remaining 26% and all funds in excess of the \$3,528,092 federal funding maximum, in accordance with the STP Urban program guidelines for

projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

A sunset date extension was approved by WisDOT on June 24, 2020. The new sunset date for final acceptance is June 30, 2021 for project IDs 4996-01-80 and 4996-01-81. Sunset date for project ID 4996-01-79 is June 30, 2022.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS						
	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
<b>ID 4996-01-78</b>							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
<i>4996-01-78 Subtotal</i>	<i>\$446,042</i>	<i>\$334,531</i>				<i>\$111,511</i>	
<b>ID 4996-01-80 Railroad</b>							
Crossing Surface	\$206,280	\$40,000	45%	\$91,728	44%	\$74,552	11%+BAL
<b>ID 4996-01-81 Railroad</b>							
Signals	\$294,284	\$150,000	80%			\$144,284	20%+BAL
<b>ID 4996-01-79</b>							
Participating Construction	\$4,704,477	\$2,735,208	74%			\$1,969,269	26% + BAL
Non-Participating Construction	\$142,335	\$0	0%			\$142,335	100%
State Review	\$461,560	\$268,353	74%			\$193,207	26% + BAL
<i>4996-01-79 Subtotal</i>	<i>\$5,308,372</i>	<i>\$3,003,561</i>				<i>\$2,304,811</i>	
<b>Total Est. Cost Distribution</b>	<b>\$6,254,978</b>	<b>\$3,528,092</b>	<b>N/A</b>	<b>\$91,728</b>	<b>N/A</b>	<b>\$2,635,158</b>	<b>N/A</b>

\*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$3,528,092 for all federally-funded

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Title	Date	Name
Signed for and in behalf of the State:		
Name	Title	Date

#### **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All applicable DBE requirements that the State specifies.
  - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.

- d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
  - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Other 100% Municipally funded items: concrete base patching
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a

manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

**A sunset date extension was approved by WisDOT on June 24, 2020. The new sunset date for final acceptance is June 30, 2021 for project IDs 4996-01-80 and 4996-01-81. Sunset date for project ID 4996-01-79 is June 30, 2022.**

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.

- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### PROJECT FUNDING CONDITIONS

22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 4996-01-78: Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
  - b. ID 4996-01-80: Costs for railroad crossing surface are funded with 45% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 44%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
  - c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
  - d. ID 4996-01-79: Construction:
    - i. Costs for roadway reconstruction are funded with 74% federal funding when the municipality agrees to provide the remaining 26%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
    - ii. Non-participating Costs for concrete base patching, sanitary sewer and watermain construction and excavation, hauling and disposal of petroleum contaminated soil are funded 100% by the Municipality. Costs include construction delivery
    - iii. Costs for this phase include an estimated amount for state review activities, to be funded 74% with federal funding and 26% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).

- e. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$3,528,092**. This federal funding cap applies to all federally funded project phases.

[End of Document]

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred Gen. Ord. No. 8-20-21 by Alderpersons Donohue and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works 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

**X**

6.2

Gen. Ord. No. 8 - 20 - 21. By Alderpersons Donohue and Bohren.  
July 6, 2020.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works 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 B.4. and B.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>
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B. DEPARTMENT OF PUBLIC WORKS

4. Streets and Sanitation

**DELETE:**

Streets and Sanitation/ Construction Lead	K	1.0
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**ADD:**

Streets and Sanitation/ Engineering Technician	K	1.0
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5. Waste Water Treatment Division

**DELETE:**

Waste Water/Engineering Technician	K	1.0
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**ADD:**

Waste Water/ Civil Engineer/Project Manager	T	1.0
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*FJP  
adopt*

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.

  
\_\_\_\_\_

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

**IV**

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 20, 2020.

Your Committee to whom was referred Gen. Ord. No. 10-20-21 by Alderpersons Sorenson and Dekker repealing and recreating portions of Chapter 26 of the Sheboygan Municipal Code to update provisions to bring the Code into alignment with changes in state law and changes in local ordinances and procedures; 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

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6.4

Gen. Ord. No. 10 - 20 - 21. By Alderpersons Sorenson and Dekker.  
July 6, 2020.

AN ORDINANCE repealing and recreating portions of Chapter 26 of the Sheboygan Municipal Code to update provisions and bring the Code into alignment with changes in state law and changes in local ordinances and procedures.

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

Section 1. Section 26-5 of the Sheboygan Municipal Code entitled "Board of license examiners" is hereby amended in subsection (h) thereof to read as follows:

"Sec. 26-5. *Board of license examiners.*

. . .

(h) Meetings.

- (1) The board shall meet at least bimonthly.
- (2) Special meetings and hearings may be called by the director of planning and development or his or her designee or by the chair of the board. The board may consider and decide at any regular or special meeting or hearing, any matter within its jurisdiction.
- (3) Three voting members of the board shall constitute a quorum for the transaction of business.
- (4) At its first meeting each year after council confirmation of mayoral appointments to the board and election of an aldermanic member, as provided in subsection (d) above, the board shall elect officers to serve for a term of one year. The officers shall consist of a chairman and a vice-chairman; the director of planning and development or his or her designee shall act as the secretary.

. . ."

Section 2. Section 26-36 of the Sheboygan Municipal Code entitled "Building code adopted" is hereby amended in subsection (a) thereof to read as follows:

"Sec. 26-36. *Building code adopted.*

JAS  
adopt

- (a) The Wisconsin Uniform Building Code prepared by the Building Inspectors' Association of Southeastern Wisconsin, as amended from time to time, is hereby adopted by reference as the city's building code with the exception of the following sections: Section 30.20(3) of chapter 3; section 30.06(2) and (3) of chapter 2; and section 30.40 of chapter 5.

. . ."

Section 3. Section 26-37 of the Sheboygan Municipal Code entitled "Uniform codes adopted" is hereby amended in subsections (a)(2)a thereof to read as follows:

"Sec. 26-37. *Uniform codes adopted.*

- (a) *Generally.* The following, including all appendixes and all amendments thereto, are adopted and incorporated in this Code by reference, except as specifically provided in this chapter:

. . .

(2) The International Property Maintenance Code, as amended from time to time, except:

- a. The following sections and subsections are specifically excluded:
  - 1. Subsection 102.3;
  - 2. Section 103;
  - 3. Section 111;
  - 4. Section 303;
  - 5. Subsection 304.3;
  - 6. Subsection 307.3.1;
  - 7. Subsection 307.3.2.

. . ."

Section 4. Section 26-37 of the Sheboygan Municipal Code entitled "Uniform codes adopted" is hereby amended in subsections (c)(4) and (5) thereof to read as follows:

"Sec. 26-37. *Uniform codes adopted.*

. . .

- (c) *Abatement of nuisances.* Nuisance abatement shall be as follows:

. . .

- (4) Upon the failure of the owner or occupant to abate any nuisance within the time allowed in the notice to abate and remove such nuisance, or if the owner is a nonresident of the city or cannot be found, the director of planning and development or his or her designee shall thereupon cause abatement and removal of such nuisance.
- (5) The cost of abatement or removal of a nuisance by the director of planning and development or his or her designee shall be collected from the owner or occupant, or person causing, permitting or maintaining the nuisance, or such cost may be charged against the premises and, upon certificate of the director of planning and development or his or her designee, assessed against the real estate and collected as are other special taxes.

. . . "

Section 5. Section 26-39 of the Sheboygan Municipal Code entitled "Mobile homes; utility connection restricted" is hereby amended to read as follows:

"Sec. 26-39. *Mobile homes; utility connection restricted.*

No permit, license or order shall be issued by the director of planning and development or his or her designee, or any other city officer, board or commission to allow the connection of sewer, water, gas, light, power, telephone or any other utility service to any mobile home or movable structure placed upon any lot and intended to be used for residential, commercial or industrial purposes. Such prohibition shall apply, irrespective of the zoning classification of the premises whereon such mobile home or other structure is placed."

Section 6. Section 26-40 of the Sheboygan Municipal Code entitled "Land reconstruction" is hereby amended in subsections (b)(1) and (4) thereof to read as follows:

"Sec. 26-40. *Land reconstruction.*

. . .

(b) *Requirements.*

- (1) Within 14 consecutive days of commencing the demolition of a building, all parts of the demolished structure shall be removed from the site and disposed of properly. The director

of planning and development or his or her designee, in his or her discretion, may extend the time for removal and disposal to a date certain upon application by the permit holder and a showing by the permit holder that the 14-day period is unreasonable under the circumstances.

. . .

- (4) The director of planning and development or his or her designee may authorize one 30-day extension upon written appeal by the property owner of his or her agent, stipulating that new construction is pending and will commence within that time period.

. . ."

Section 7. Section 26-40 of the Sheboygan Municipal Code entitled "Land reconstruction" is hereby amended in subsection (c) thereof to read as follows:

"Sec. 26-40. *Land reconstruction.*

. . .

- (c) [*Ground cover.*] Within 30 days of the relocation or construction of a principal building on a site in the city, after final inspection by the building inspection department, the disturbed part of the site shall be seeded or sodded with grass or otherwise suitably surfaced, as approved by the director of planning and development or his or her designee, and the entire premises shall be maintained."

Section 8. Section 26-41 of the Sheboygan Municipal Code entitled "Garages; private garage size limitation; area" is hereby amended to read as follows:

"Sec. 26-41. *Garages; private garage size limitation; area.*

The size and area of private garages is governed by the Sheboygan Zoning Ordinance."

Section 9. Section 26-148 of the Sheboygan Municipal Code entitled "Applications" is hereby amended to read as follows:

"Sec. 26-148. *Applications.*

An applicant for a contractor's license and/or registration shall make

application by filling in the printed forms which may be obtained from the building inspection division and paying a \$25.00 application fee per license or registration."

Section 10. Section 26-154 of the Sheboygan Municipal Code entitled "Insurance Requirements" is hereby amended to read as follows:

"Sec. 26-154. *Insurance requirements.*

- (a) Every contractor granted a license and/or registration shall maintain at all times a policy of general liability insurance issued by an insurer authorized to do business in this state insuring the contractor in the amount of at least \$500,000.00 per occurrence because of bodily injury to or death of others or because of damage to the property of others.
- (b) If the applicant is required under Wis. Stats. § 102.28(2)(a), to have in force a policy of workers' compensation insurance or if the applicant is self-insured in accordance with Wis. Stats. § 102.28(2)(b), the applicant shall file with the building inspection division a statement certifying that the applicant has in force a policy of workers' compensation insurance issued by an insurer authorized to do business in this state or is self-insured in accordance with Wis. Stats. § 102.28(2)(b).
- (c) If the applicant is required to make state unemployment insurance contributions under Wis. Stats. Ch. 108, or is required to pay federal unemployment compensation taxes under 26 USC §§ 3301-3311, the applicant shall file with the building inspection division a statement certifying that the applicant is making those contributions or paying those taxes as required.
- (d) The applicant shall provide evidence of compliance with liability insurance requirements as specified in subsection (a) to the building inspection division.
- (e) Licenses and/or registrations rendered void for lack of insurance may be reinstated without a new application upon filing the necessary documents within a period of not exceeding 45 days from the date the license and/or registration became void."

Section 11. Section 26-156 of the Sheboygan Municipal Code entitled "Expiration" is hereby amended to read as follows:

"Sec. 26-156. *Expiration.*

Licenses and/or registrations under the provisions of this division shall

expire on the thirty-first day of December next following their issuance."

Section 12. Section 26-157 of the Sheboygan Municipal Code entitled "Renewal" is hereby amended to read as follows:

"Sec. 26-157. *Renewal.*

A contractor's license and/or registration may be renewed for the next succeeding calendar year by filing a renewal application with the building inspection division and the payment of the renewal fee on or before the last business day of each year. Unless a license and/or registration is renewed prior to its expiration, the applicant shall be required to file a new application. Re-examination shall be required of all applicants for a license and/or renewal who have not held an equivalent license and/or registration in the city for two years or more. An appeal for a waiver from this re-examination requirement may be made to the board of license examiners."

Section 13. Section 26-524 of the Sheboygan Municipal Code entitled "Temporary licenses" is hereby amended in subsection (d) thereof to read as follows:

"Sec. 26-524. *Temporary licenses.*

. . .

(d) No more than two such temporary licenses may be obtained by any one contractor in a 12-month period."

Section 14. Section 26-651 of the Sheboygan Municipal Code entitled "Property Maintenance Code; penalties" is hereby amended in subsections (b) and (c) thereof to read as follows:

"Sec. 26-651. *Property Maintenance Code; penalties.*

. . .

(b) Except as provided in this section, a violation of the Property Maintenance Code or of any lawful order of a code enforcement officer or an inspector issued pursuant to such provisions shall subject the violator to a forfeiture of not less than \$150.00 nor more than \$750.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are paid, but not exceeding 90 days. Each day that a violation shall continue shall constitute a separate offense.

(c) If a vacant dwelling is relet after written notice is given by the

a code enforcement officer or an inspector that a vacant dwelling or dwelling unit cannot be relet until all such violations are corrected, the owner shall be subject to a forfeiture of \$1,000.00, together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until the forfeiture and costs are paid, but not exceeding 60 days. Each rental period shall constitute a separate offense.

. . ."

Section 15. Section 26-652 of the Sheboygan Municipal Code entitled "Scope" is hereby amended to read as follows:

"Sec. 26-652. *Scope.*

No person, shall use, occupy, own, or permit use of any structure or premises that does not comply with the requirements of this article. Any such violation is a nuisance. Code enforcement officers or inspectors shall cause inspections to be made of all premises, as necessary, to secure compliance with this section, and may cause the abatement of the nuisance under the provisions of this chapter or chapter 66 of this Code."

Section 16. Section 26-701 of the Sheboygan Municipal Code entitled "Issuance of order when emergency exists" is hereby amended to read as follows:

"Sec. 26-701. *Issuance of order when emergency exists.*

Whenever a code enforcement officer or inspector finds that an emergency exists which requires immediate action to protect the public health, he or she may, without notice or hearing, issue an order citing the existence of such an emergency and requiring that such action be taken as he or she deems necessary to meet the emergency. Notwithstanding the other provisions of this article, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the zoning board of appeals shall be afforded a hearing in the manner prescribed in section 26-869. After such hearing, depending upon the findings of the zoning board of appeals as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with, the zoning board of appeals shall continue such order in effect, modify it or revoke it."

Section 17. Section 26-833 of the Sheboygan Municipal Code entitled "Approval of fire inspector" is hereby repealed.

Section 18. Section 26-841 of the Sheboygan Municipal Code entitled "Suspension" is hereby amended to read as follows:

"Sec. 26-841. *Suspension.*

Whenever upon inspection of any roominghouse a building inspector finds that conditions or practices exist which are in violation of any provision of this article or of any rule or regulation adopted pursuant thereto, said building inspector shall give notice in writing to the operator of such roominghouse that unless such conditions or practices are corrected within a reasonable period, to be determined by the building inspector, the operator's roominghouse permit will be suspended. At the end of such period, the building inspector shall reinspect such roominghouse, and, if he or she finds that such conditions or practices have not been corrected, he or she shall suspend the permit and give notice in writing to the operator that the latter's permit has been suspended. If the operator has been convicted of leasing or letting any dwelling, room or other premises for the purpose of prostitution or lewdness, which dwelling, room or other premises is required to have a permit under this division, the chief of police shall notify the building inspector in writing of such conviction. The housing inspector shall then suspend the permit and give notice in writing to the operator that the latter's permit has been suspended."

Section 19. Section 26-842 of the Sheboygan Municipal Code entitled "Hearing upon suspension; revocation" is hereby amended to read as follows:

"Sec. 26-842. *Hearing upon suspension; revocation.*

Any person whose permit to operate a roominghouse has been suspended, or who has received notice from the building inspector that his or her permit is to be suspended unless existing conditions or practices at the roominghouse are corrected, may request and shall be granted a hearing on the matter before the zoning board of appeals; provided, however, that if no petition for such hearing is filed within 20 days following the day on which such permit was suspended, such permit shall be deemed to have been automatically revoked. Upon receipt of notice of permit revocation, the operator shall cease operation of such roominghouse within a reasonable period of time, to be determined by the building inspector. If an operator's roominghouse permit has been revoked because he or she has been convicted of letting any dwelling, room, or other premises for prostitution or lewdness, the building inspector shall not subsequently issue a permit to the operator for the operation of any dwelling for which a permit is required in accordance with the provisions of this division."

Section 20. Section 26-869 of the Sheboygan Municipal Code entitled "Petition for hearing" is hereby amended to read as follows:

"Sec. 26-869. *Petition for hearing.*

Any person affected by any notice which has been issued in connection with the enforcement of any provision of this article, excluding division 3 of this article, or of any rule or regulation adopted pursuant thereto, excluding division 3 of this article, may request and shall be granted a hearing on the matter before the zoning board of appeals; provided, however, that such person shall file in the office of the building inspector a written petition requesting such hearing and setting forth a statement of the grounds therefor within 20 days after the day the notice was served. Within ten days of receipt of such petition, the zoning board of appeals shall set a time and place for such hearing and shall give the petitioner written notice. At such hearing the petitioner shall be given an opportunity to be heard and to show cause why such notice should be modified or withdrawn. The hearing before the zoning board of appeals shall be commenced not later than 30 days after the date on which the petition was filed; provided, however, that upon written application of the petitioner to the zoning board of appeals, the zoning board of appeals may postpone the date of the hearing for a reasonable time beyond such 30-day period, if in its judgment the petitioner has submitted a good and sufficient reason for such postponement. Any notice served pursuant to division 2 of this article shall automatically become an order if a written petition for a hearing is not filed in the office of the building inspector within 20 days after such notice is served. The zoning board of appeals shall have the power to administer oaths and affirmations in connection with the conduct of any hearing held in accordance with the provisions of this article."

Section 21. Section 26-872 of the Sheboygan Municipal Code entitled "Review by circuit court by certiorari" is hereby amended to read as follows:

"Sec. 26-872. *Review by circuit court by certiorari.*

The hearing proceedings, including the findings and decision of the zoning board of appeals, shall be summarized, reduced to writing, and entered as a matter of public record in the office of the building inspector. Such record shall also include a copy of every notice or order issued in connection with the matter. A copy of the written decision of the zoning board of appeals shall then be served, in the manner prescribed under division 2 on the person who filed the petition for hearing. Any persons, jointly or severally, aggrieved by the decision of the zoning board of appeals, or any taxpayer, or any officer, department, board or bureau of the city, may seek relief therefrom by having the decision reviewed by the circuit court by certiorari, if the petition for the writ is presented to the court within 20 days after

the date on which the zoning board of appeals decision was served on the person who filed the petition for hearing, and if the person aggrieved notifies the zoning board of appeals, within ten days after the zoning board of appeals decision was served on him or her, of his or her intentions to present such petition to the court. Such petition, duly verified, shall set forth that such decision is illegal, in whole or in part, or does not comply with the provisions of section 26-871, specifying the grounds thereof."

Section 22. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Dean Decker  
Barry Sals

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**IX**

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. July 20, 2020.

Your Committee to whom was referred Gen. Ord. No. 11-20-21 by Alderpersons Sorenson and Dekker amending Section 50-668 of Municipal Code relating to third party inspections of fire alarm systems; recommends adopting the Ordinance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~II~~

6.5

Gen. Ord. No. 11 - 20 - 21. By Alderpersons Sorenson and Dekker.  
July 6, 2020.

AN ORDINANCE amending Section 50-668 of the Municipal Code relating to third party inspections of fire alarm systems.

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

Section 1. Section 50-668 of the Municipal Code entitled, "Inspection, testing and maintenance of fire alarm systems," is hereby amended to read as follows:

"Sec. 50-668. *Inspection, testing, and maintenance of fire alarm systems.*

- (a) The fire department or other municipal authority may inspect all buildings as described in section 50-663 and may issue orders as may be necessary to ensure compliance with this division.
- (b) The fire department may be contacted for recommendation when an owner is concerned about installation and the number of required detectors.
- (c) All fire alarm systems and components, including manual fire alarm systems and single- or multi-stream smoke and heat detectors shall be inspected and maintained in accordance with Wisconsin Admin. Code chapter SPS 314 and the National Fire Protection Association standards, both of which are hereby adopted and incorporated by reference. All reports from all required inspections of fire alarm systems and components shall be submitted to the Fire Department in the form required by the Fire Chief."

Adopted

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

Dean Deke

Bar Soe

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IX

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. July 20, 2020.

Your Committee to whom was referred Gen. Ord. No. 12-20-21 by Alderperson Sorenson placing stop signs at the northwest and southeast corners of N. 7<sup>th</sup> Street and Highland Terrace; 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~~

6.6.

Gen. Ord. No. 10 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

AN ORDINANCE placing stop signs at the northwest and southeast corners of N. 7th Street and Highland Terrace.

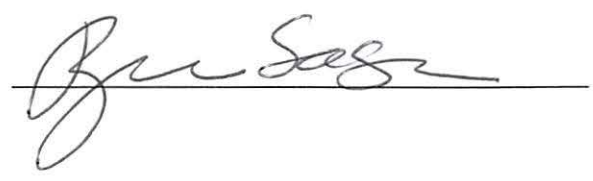
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added to the northwest and southeast corners of the intersection of N. 7th Street and Highland Terrace so that southbound and northbound traffic on N. 7th Street must stop at the intersection of N. 7th Street and Highland Terrace.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

pp  
adopt.



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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting a claim from Constance Oldenburg for alleged damages to her basement due to flooding which caused her sump pump to fail.

FAP

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CITY CLERK

DATE RECEIVED 7-13-2020

RECEIVED BY MKC

JUL 13 '20 AM 11:35

CLAIM NO. 8-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Constance Oldenburg
2. Home address of Claimant: 3425 Mayflower Avenue
3. Home phone number: 920-452-2993
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) May 17, 2020 7:30 PM
6. Where did damage or injury occur? (give full description) Flooding in my basement causing my sump pump to fail, unable to keep functioning with the downpour
7. How did damage or injury occur? (give full description) As stated above, the deluge of rain caused my sump pump to fail
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: NA
  - (b) Claimant's statement of the basis of such liability: NA
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: NA
  - (b) Claimant's statement of basis for such liability: NA



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

NA

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

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

Auto: \$ NA

Property: \$ NA

Personal injury: \$ NA

Other: (Specify below) \$ NA

TOTAL \$ NA

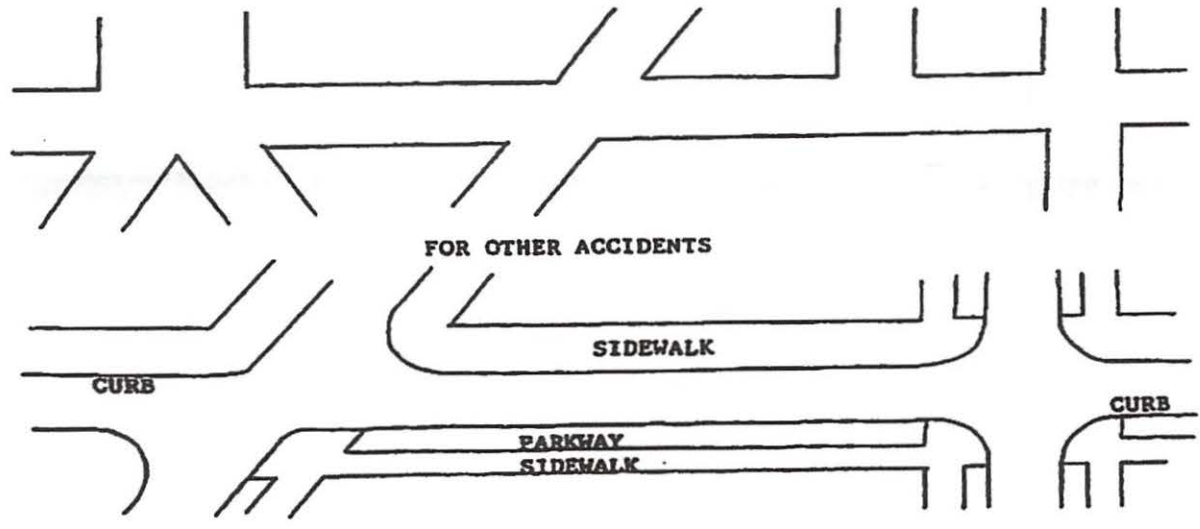
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED 7-13-2020

RECEIVED BY MKC

CLAIM NO. 8-20

**CLAIM**

Claimant's Name: Constance Oldenburg  
Claimant's Address: 2425 Mayflower Avenue  
Sheboygan  
Claimant's Phone No. 920-452-2993

Auto \$ \_\_\_\_\_  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ 382.98  
**TOTAL** \$ 382.98

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 382.98.

SIGNED Constance Oldenburg DATE: 7/8/2020

ADDRESS: 2425 Mayflower Avenue  
Sheboygan, WI 53083

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

City Engineering

Enclosed is a copy of my most recent plumbing bill due to the failure of my sump pump during the latest deluge of rain on Sunday, May 17th.

I have repeatedly contacted your office for some assistance in alleviating this problem. I have been told that west of my house is uphill when trying to connect with the sewer and going east there is not enough of a slope for drainage.

When I purchased my home the sump pump was connected to drain the water in my slop sink. After living here a few years city inspectors came through and demanded that I hire a plumber and redirect the water outside. Since that change I have replaced 5 sump pumps, had to call plumbers on holidays/weekends at premium charges and have had damage to the structure of my basement.

Since you have not provided a solution to my dilemma, I am requesting reimbursement for the bill enclosed. It appears my neighbor to the east of my house and I are the only two homes that don't qualify for a mini sewer. And I am the only home that has flooding in my basement.

I would prefer a resolution to this problem but after repeated pleas It is still unresolved.

Connie Oldenburg  
2425 Mayflower Avenue

---





**NEUMANN PLUMBING & HEATING, INC.**

1114 Millersville Avenue  
Howards Grove, WI 53083  
(920) 565-3345  
(920) 565-4181 (fax)  
[www.neumannplumbing.com](http://www.neumannplumbing.com)

**Invoice:** 156329  
**Customer ID:** 1357  
**Date:** 6/17/2020

**Bill to:** Connie Oldenburg  
2425 Mayflower Avenue  
Sheboygan, WI 53083

**Service at:** Connie Oldenburg  
2425 Mayflower Avenue  
Sheboygan, WI 53083

**P.O. #:**

Quantity	Description	Unit Price	Amount
1.00	Sump pump	\$190.00	\$190.00
1.00	1 1/2" check valve	\$37.38	\$37.38
1.00	1 1/2" male adpt.	\$1.49	\$1.49
1.00	1 1/2" 45	\$1.51	\$1.51
4.00	Ft of 1 1/2" pvc	\$0.65	\$2.60
	Plumbing Service		\$150.00
	5-19-20:		
	Replace sump pump.		

**Notes:**

**Subtotal:** \$382.98

**Sales Tax:** \$0.00

**Payments:** \$0.00

**Terms:** Net 30

**Total Due:** **\$382.98**

We accept Mastercard & Visa - \*pay online at [neumannplumbing.com](http://neumannplumbing.com)\*

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!





July 1, 2020

Dear Property Owner:

The City of Sheboygan has a process when filing a claim to the City of Sheboygan. You need to contact the City of Sheboygan Clerks Office. Call the phone number 920-459-3361 and ask for the forms to file a claim for damages. City staff at this department can email the forms to you or have them mailed to you directly.

I will also have the individual in our City Engineering office that manages the mini-storm program for potential sump pump connections revisit your property location to see if extending an existing mini-storm sewer is a possibility. It would be helpful if you could email me so I will be able to communicate with you once we have had a chance to review your sump pump concerns.

If you have any additional questions you can call me at 920-459-3440 or email me at [ryan.sazama@sheboyganwi.gov](mailto:ryan.sazama@sheboyganwi.gov).

Sincerely,

Ryan Sazama, P.E., AIA  
City Engineer

DEPARTMENT OF  
PUBLIC WORKS  
ADMINISTRATION

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081-4790

920/459-3366  
FAX 920/459-3443

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting a claim from Progressive Insurance for alleged damages to their insured (Jeffery Fleischfresser) vehicle when it was struck by a City owned vehicle.

FFP

\_\_\_\_\_  
CITY CLERK

MKE  
Claim # 9-20**PROGRESSIVE**

Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

7/7/2020 2:24:00 PM  
Certified Mail 9489 0090 0027 6301 122  
2 63 Return Receipt Requested

CITY HALL  
828 CENTER AVENUE, SUITE 103  
SHEBOYGAN, WI 53081

Your Client: SCHMITT, BRIAN  
Your Claim Number:  
Our Insured: FLEISCHFRESSER, JEFFERY  
Our Claim Number: 20-6729618  
Amount Subject to Reimbursement: 1993.03  
Amount of Insured's Deductible: 500

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: MICHIGAN AVE / N 4TH ST IN SHEBOYGAN FALLS  
Date and Time of Loss: 02/09/2020 AT 6:30PM

Description of Loss: PROGRESSIVE WAS PARKED ON MICHIGAN AVE WHEN CITY OF SHEBOYGAN VEHICLE STRUCK PROGRESSIVE'S VEHICLE. CITY VEHICLE FAILED TO MAINTIAN A PROPER LOOKOUT AND FAILED TO MAINTIAN CONTROL OF THEIR VEHICLE.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "FLEISCHFRESSER, JEFFREY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

*Nichole Krause*

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Progressive Subrogation  
Artisan and Truckers Casualty Company  
Tel. 877-818-0139  
Fax. 888-781-6947  
**GovernmentStatus@email.progressive.com**

Claim Payment Detail ( 20-6729618 )

Payment Information

<b>Disbursement Number:</b> 500240371	<b>Total Amount:</b> \$1,493.03
<b>Digital Payment #:</b> 10237740	<b>Invoice Number:</b> 68691060
<b>Pay to the Order of:</b> JEFFERY FLEISCHFRESSER	
<b>Digital Payment</b>	
<b>Notification Method:</b> Email: <a href="mailto:JFLEISCHY23@GMAIL.COM">JFLEISCHY23@GMAIL.COM</a>	
	<b>Phone Number:</b> (920) 627-8700
<b>In Payment Of:</b>	Progressive Invoice Number: 68691060

Reviewed Summary

<b>Issuing Rep:</b> A088027	<b>Approved By:</b>
<b>Issue Date:</b> 02-12-20	<b>Review Date:</b>
<b>Last Updated Rep:</b> A088027	<b>Reviewed By:</b>

Bank Information

<b>Type:</b> Loss	<b>Bank Code:</b> DGT
<b>Stop Reason:</b>	<b>Cleared:</b> 02-14-20
<b>Stop Date:</b>	

Exposure Detail: COLL

<b>Party Name:</b> FLEISCHFRESSER, JEFFERY	<b>Amount Paid:</b> \$1,493.03
<b>Property Description:</b> 11 FORD ESCAPE	<b>Deductible Taken:</b> \$500.00
<b>Payment Type:</b> FINAL PAYMENT	<b>Property Damage:</b> \$0.00
	<b>Rental:</b> \$0.00

# Artisan and Truckers Casualty Co

Estimate ID  
1973247  
Original  
Quote ID  
63361401  
Claim Number  
20-6729618-01

Owner  
JEFFERY FLEISCHFRESSER

Insured  
JEFFERY FLEISCHFRESSER

Appraiser  
IVAN FLOWERS  
(440) 910-0179 (Work)  
a088027@progressive.com

Classification  
None

## Artisan and Truckers Casualty Co

Claim Number 20-6729618-01      Adjuster TAMIKKA BARRON  
(440) 910-4057 (Work)  
a097141@progressive.com      Deductible 500.00 - Not Waived      Reported Date 02/10/2020

Loss Date  
02/09/2020

## 2011 Ford Escape XLT 4 Door Utility 3.0L 6 Cyl Gas Injected 2WD

Exterior Color WHITE      License WI-ABS8070      VIN 1FMCU0DGXBKB82835      Drivable Yes  
Odometer 114206      Mitchell Service Code 910883

Primary Point of Impact  
Left Rear Corner (7)

### Options

Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Automatic Headlights
Auxiliary Input	CD Player	Cloth Seat	Cruise Control	Driver-Front Air Bag
Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Fog Lights	Interior Automatic Day/Night Or Electrochromatic Mirror MP3 Player
Keyless Entry System	Leather Steering Wheel	Left-Curtain Air Bag	Luggage Rack	Power Steering
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Satellite Radio
Power Windows	Privacy Glass	Rear Bench Seat	Rear Gate Wiper	Traction Control/Electronic
Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	

## JEFFERY FLEISCHFRESSER | 2011 Ford Escape XLT

Parts Profile SHEB WI All Part Types      Parts Profile Version 2.0

Line #	Description	LABOR			PART				
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
<b>Roof</b>									
1	001461	L Roof Adhesive Moulding	Remove/Install	Body	0.4	Existing			
<b>Quarter Panel</b>									
2	002185	L Lwr Quarter Panel Moulding	Remove/Install	Body	0.2	Existing			
3	001585	L Quarter Outer Panel	Repair	Body	4.0#*	Existing			
4	AUTO	L Quarter Panel Outside	Refinish Only	Refinish	2.0 C	Existing			
5	001565	L Quarter Rear Corner Pillar	Repair	Body	2.0#*	Existing			
6	900501	spot							
7	935000	L Quarter Rear Corner Pillar	Refinish Labor	Refinish	0.5* C				
8	900501	Modified Refinish With Full Clear Coat							
9	004347	L Quarter Splash Shield	Remove/Install	Body	0.2	Existing			
<b>Liftgate</b>									
10	001639	Otr Liftgate Handle	Remove/Install	Body	0.5#	Existing			
11	003632	Lwr Liftgate Handle	Remove/Install	Body	0.2#	Existing			
12	003340	Liftgate Shell	Repair	Body	3.0#*	Existing			
13	AUTO	Liftgate Outside	Refinish Only	Refinish	2.2 C	Existing			
14	001675	Liftgate Adhesive Nameplate	Remove/Install	Body	0.2	Existing			
15	003921	Liftgate Adhesive Nameplate	Remove/Replace	Body	0.2	New	8C2Z 1642528 B	1	\$34.62 Yes
16	002112	Liftgate Trim Panel	Remove/Install	Body	INC	Existing			
<b>Rear Lamps</b>									
17	002120	L Rear Combination Lamp	Remove/Install	Body	INC	Existing			
18	004491	L Rear Combination Lamp	Remove/Replace	Body	0.2	Qual Recycled Part	~214597939	1	\$37.50 Yes
<b>Rear Bumper</b>									
19	002123	Rear Bumper Cover	Remove/Install	Body	0.8	Existing			
20	002006	Rear Bumper Cover	Repair	Body	2.0*	Existing			
21	AUTO	Rear Bumper Cover	Refinish Only	Refinish	3.0 C	Existing			
22	002009	Rear Bumper Pad	Remove/Install	Body	0.3#	Existing			
<b>Additional Costs &amp; Materials</b>									
23	AUTO	Hazardous Waste Disposal	Additional Cost						\$3.00* Yes
24	AUTO	Paint/Materials	Additional Cost						\$380.00* Yes
<b>Additional Operations</b>									
25	AUTO	Clear Coat	Additional Operation	Refinish	1.8				\$0.00
<b>Special / Manual Entry</b>									
26	900500	rope glass	Additional Labor	Body*	0.2*	Existing			

\* Judgment Item

T Included in Two Tone Calculation

# Labor Note Applies

d Discontinued by Manufacturer

C Included in Clear Coat Calculation

A Included in Clear Coat and Two Tone Calculation

r CEG R&R Time Used for this Labor Operation

## Recycled Part Vendors

LKQ Smart Parts  
 N4079 Highway E  
 Hustisford WI 53034  
 (800) 349-5850 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
------	--------	-------------	---------	-------------	-----

18 ~214597939 \$37.50

Supplier Notes: Quote#: 131581248731020 Notes: Tail Lamp - LKQ Quote #: 507848929 Desc: Tail Lamp L, L Stock Number: \$W20812-540 Cond: A Year: 2010 Damage: 000 GUID #: 214597939 Stock Number: ~214597939 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

### Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	14.4	\$60.00		\$864.00
Refinish Labor	9.5	\$60.00		\$570.00
<b>Total Labor</b>	<b>23.9</b>			<b>\$1,434.00</b>
			Taxable	\$1,434.00
			Tax (5.500)%	\$78.87
			Non-Taxable	\$0.00
			<b>Labor Total</b>	<b>\$1,512.87</b>
Parts	Amount			Totals
Taxable Parts	\$72.12			\$72.12
			Parts Adjustments	\$0.00
			Tax (5.500)%	\$3.97
			Non-Taxable	\$0.00
			<b>Parts Total</b>	<b>\$76.09</b>
Costs	Amount			Totals
Other Additional Costs	\$3.00			\$3.00
Paint Materials	\$380.00			\$380.00
			Taxable	\$383.00
Paint Materials Rate: \$40.00			Tax (5.500)%	\$21.07
Rate Max: 99.9 units			Non-Taxable	\$0.00
Additional Rate: \$0.00			<b>Costs Total</b>	<b>\$404.07</b>
Gross Totals	Amount			Totals
Gross Total	\$1,993.03			\$1,993.03
			Taxable	\$1,889.12
			Tax	\$103.91
			Non-Taxable	\$0.00
			<b>Gross Total</b>	<b>\$1,993.03</b>
Adjustments	Amount			Totals
Deductible	-\$500.00			-\$500.00
Customer Responsibility	-\$500.00			-\$500.00
			<b>Net Estimate Total</b>	<b>\$1,493.03</b>

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition

(assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

#### Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to the replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: \_\_\_\_\_ Est. completion Date: \_\_\_\_\_

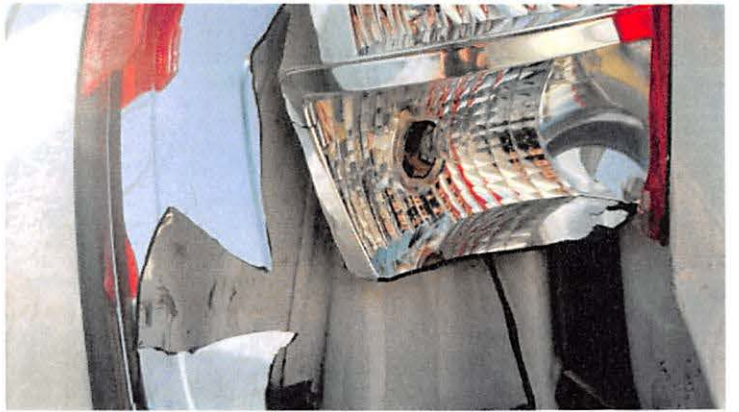
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of

insurance fraud.

Disclaimer: Any person who knowingly presents a false claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Estimate Event Log**

<b>Job Created</b>	2/12/2020 12:07 PM
<b>Estimate Started</b>	2/12/2020 02:30 PM
<b>Estimate Printed</b>	2/12/2020 02:59 PM
<b>Estimate Committed</b>	2/12/2020 02:59 PM



G7L0DM0C7F  
C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

G7L0DM0C7F

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER ABIGAIL HERNANDEZ	
Crash Date 02/09/2020		Crash Time 06:32 PM		Date Arrived 02/09/2020		Time Arrived 06:38 PM	
Date Notified 02/09/2020		Time Notified 06:32 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By SPD	
		Additional Information PHOTOS	

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

UNIT 1 DRIVER ID'D VIA WI DL.

UNIT 1, A CITY OF SHEBOYGAN DPW PLOW TRUCK DRIVER, WAS PLOWING SNOW AND TRAVELING WEST ON MICHIGAN AVE. UNIT 1 THEN OBSERVED AN INDIVIDUAL ENTERING THEIR VEHICLE ON THE SOUTH SIDE OF THE STREET. IN ORDER TO AVOID THE DOOR, WHICH WAS OPEN ALL THE WAY, UNIT 1 SWERVED TO AVOID HITTING THE OPEN DOOR BUT STRUCK A VEHICLE PARKED ON THE NORTH SIDE OF THE STREET. UNIT 2 SUSTAINED A BROKEN REAR DRIVER'S SIDE TAILLIGHT. PHOTOS TAKEN AND ATTACHED. #459

G7L0DM0C7F  
C20-02467

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Location

ON MICHIGAN AVE 156 FT W OF N 4TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.758512717	Longitude -87.706857226
	X Coordinate 443098.9375	Y Coordinate 4845294.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision OTHER		Light Condition DARK/LIGHTED	
Road Surface Condition(s) SNOW		Roadway Factor(s)  ROAD SURFACE CONDITION (WET, ICY, SNOW, SLUSH, ETC)	
Environment Factor(s) WEATHER CONDITIONS			
Weather Condition(s) SNOW			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

01 UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification B CLASS		Unit Type TRUCK	
	Vehicle Type SNOW PLOW				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function UNKNOWN		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR					

Vehicle

01 UNIT VEHICLE	License Plate Number 74103		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 1HTWXAHT47J527797		Make INTERNATIONAL	Year 2007	Model DUMP TRUCK	
	Color BLU - BLUE		Body Style CB - CAB CHASSIS		Bus Use NOT A BUS	
	Initial Contact Point 1--RIGHT FRONT CORNER		Vehicle Damage			
	Extent Of Damage NO DAMAGE		NO DAMAGE			

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UNIT	VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR
		What Driver Was Doing GOING STRAIGHT	Vehicle Factors NOT APPLICABLE
01	01	Driver Actions SWERVED OR AVOIDED DUE TO WIND, SLIPPERY SURFACE, MOTOR VEHICLE, OBJECT, NON-MOTORIST IN ROADWAY, ETC.	
		Owner Name SHEBOYGAN CITY (920) 459-3333	Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US
<b>Sequence Of Events</b>			
UNIT	VEHICLE	01 Event PARKED MOTOR VEHICLE	
		02 Event MOTOR VEH IN TRANSPORT	
		03 Event	
		04 Event	
<b>Policy Holder</b>			
UNIT	INDIVIDUAL	Insurance Company CITY OF SHEBOYGAN	Government SHEBOYGAN CITY
		<b>Individual</b>	
UNIT	INDIVIDUAL	Driver BRIAN DAVID SCHMITT (920) 918-0121	Citations Issued 0
		Address 906 CENTER AVE OOSTBURG, WI 53070 , US	Date of Birth 10/05/1976
01	001	Safety Equipment On Duty Crash WINTER-HWY-MAINTENANC	Sex MALE
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY)	Race WHITE
01	001	Helmet Use	Driver License Number S5300647636500 STATE: WISCONSIN COUNTRY: UNITED STATES
		Eye Protection	Safety Equipment SHOULDER & LAP BELT
01	001	Injury Injury Severity NO APPARENT INJURY	Helmet Compliance
		Ejected NOT EJECTED	Tint Compliance
01	001	Ejection Path NOT EJECTED/NOT APPLICABLE	Eye Protection Tint Compliance
		Medical Transport NOT TRANSPORTED	Injury Airbag NON DEPLOYED
01	001	Hospital	Trapped/Extricated NOT TRAPPED
		Distracted By Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	EMS Agency Identifier EMS Run #
01	001	Distracted By Action NOT DISTRACTED	Date of Death Time of Death

UNIT INDIVIDUAL	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				To/From School
01 001	Drug & Alcohol		Suspected Alcohol Use NO		Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				
	Carrier				
01 01	<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier			Source DRIVER	
	Name SHEBOYGAN CITY			Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US	
UNIT TRUCK BUS	GVWR MORE THAN 26,000 LB		Vehicle Configuration TRUCK MORE THAN 10,000 LBS, CAN NOT CLASSIFY		Cargo Body Type DUMP
	US DOT #		Carrier Type NOT IN COMMERCE/GOVERNMENT		Permitted Load NOT APPLICABLE
	<input type="checkbox"/> OS/OW Load	WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present
	Measured Height	Measured Length		Measured Width	Measured Weight
	Unit Summary				

02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
UNIT	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NOT ON ROADWAY		<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT			Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	

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SHEBOYGAN, WI 53081  
(920) 459-3333

Truck Bus or HazMat NO				
<b>Vehicle</b>				
UNIT 02 VEHICLE 02	License Plate Number ABS8070	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FMCU0DGXBKB82835	Make FORD	Year 2011	Model ESCAPE XLT
	Color WHI - WHITE	Body Style LL - CARRYALL	Bus Use NOT A BUS	
	Initial Contact Point 7--LEFT REAR CORNER	Vehicle Damage		
	Extent Of Damage MINOR DAMAGE	7--LEFT REAR CORNER		
	Towed Due To Damage NOT TOWED	Vehicle Removed By		
	What Driver Was Doing LEGALLY PARKED	Vehicle Factors		
	Driver Prior Action Other	NOT APPLICABLE		
	Driver Actions NO CONTRIBUTING ACTION			
	Owner Name JEFFERY J FLEISCHFRESSER (920) 627-8700	Owner Address 107 REDTAIL DRD APT 8 SHEBOYGAN FALLS, WI 53085 , US		
<b>Sequence Of Events</b>				
UNIT 02 03 04	Event PARKED MOTOR VEHICLE	01		
	Event MOTOR VEH IN TRANSPORT	02		
	Event	03		
	Event	04		
<b>Policy Holder</b>				
Insurance Company PROGRESSIVE-ADVANCED-INSURANCE-CO	Individual JEFFERY FLEISCHFRESSER			

II

R. O. No. \_\_\_\_\_ - 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
<b>Consumer Price Index</b>	237.017	240.008	245.12	251.107	255.657
<b>2015 Conversion Table</b>	1	0.988	0.967	0.944	0.927
<b>Cumulative Percent Change</b>		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

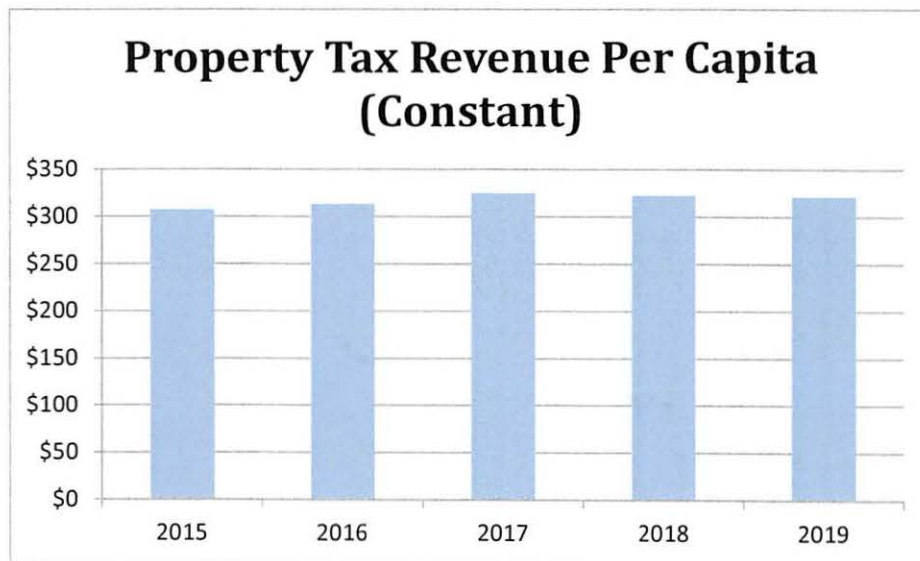
## Revenue

### 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.

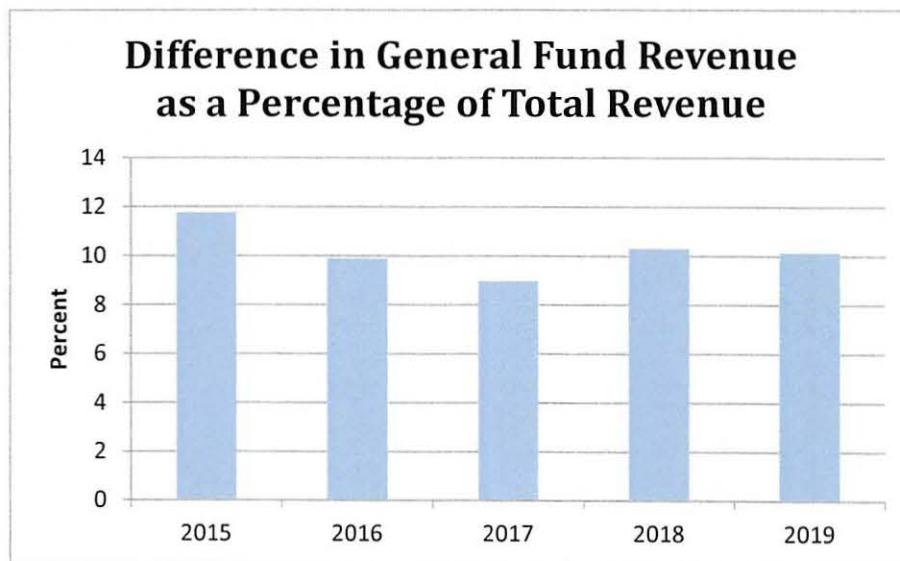
## Revenue

### 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.

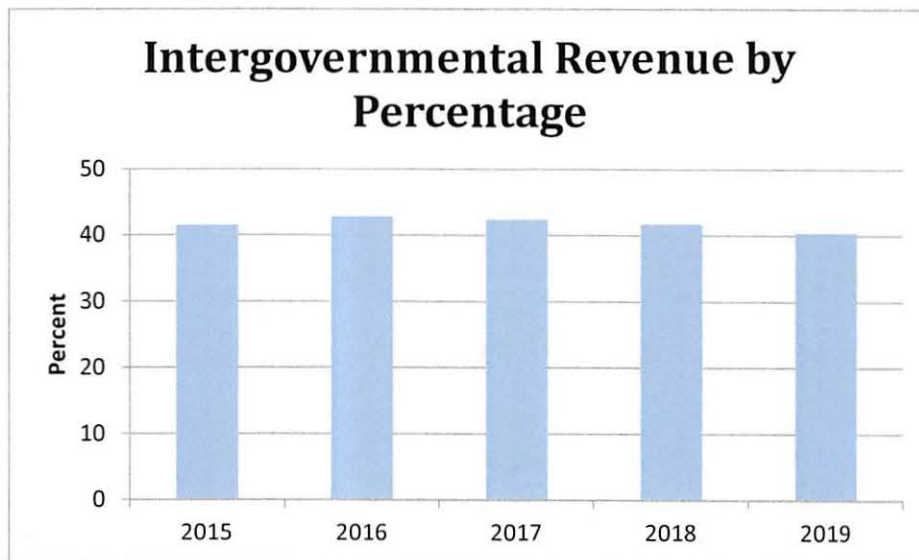
## Revenue

### 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
<b>Intergovernmental Revenue</b>	\$ 14,297,099	\$ 14,207,490	\$ 14,258,858	\$ 14,637,627	\$ 14,198,368
<b>Total Revenue</b>	\$ 37,450,132	\$ 36,034,360	\$ 36,486,575	\$ 38,039,543	\$ 38,510,380
<b>Percentage</b>	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.

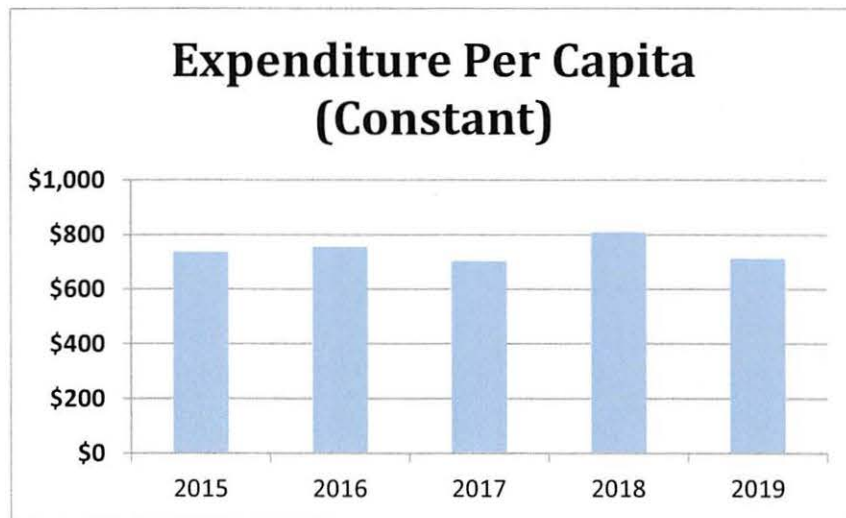
## Expenditure

### 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
<b>Expenditure (Constant)</b>	\$ 35,859,473	\$ 36,606,894	\$ 33,952,034	\$ 39,610,915	\$ 34,202,342
<b>Total Population</b>	48,654	48,514	48,329	48,846	47,965
<b>Expenditure Per Capita (Constant)</b>	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.

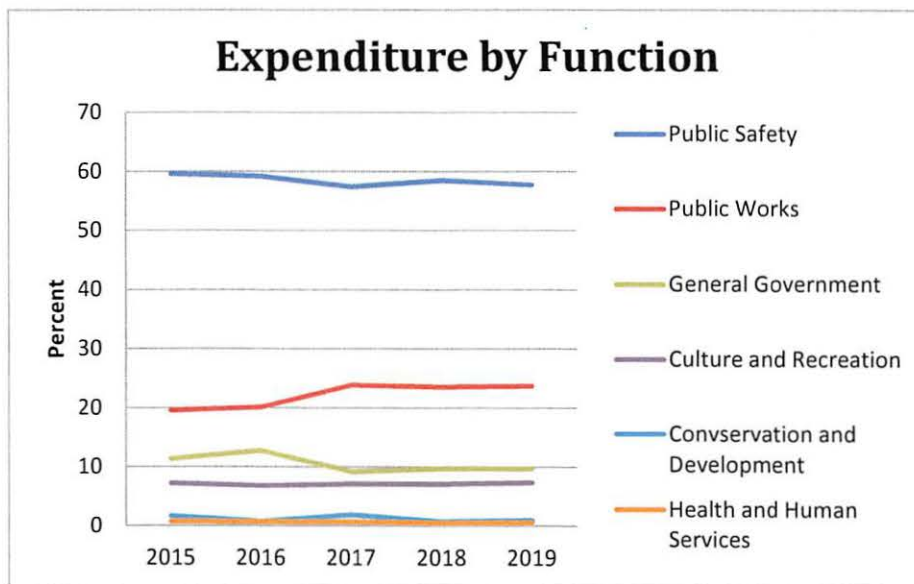
## Expenditure

### 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
<b>Total</b>	<b>\$ 34,348,224</b>	<b>\$ 37,065,857</b>	<b>\$ 35,104,914</b>	<b>\$ 36,460,099</b>	<b>\$ 36,884,381</b>

\*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.

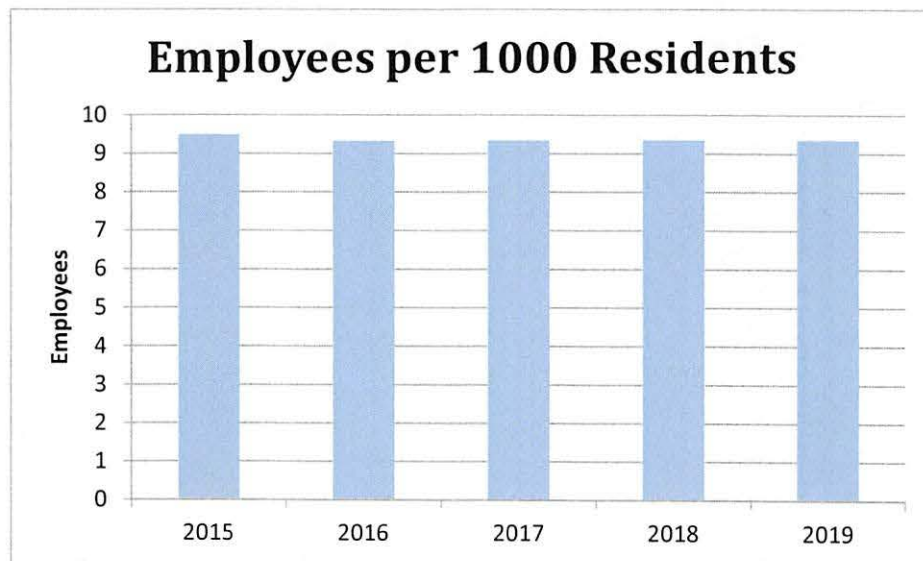
## Expenditure

### 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
<b>Number of Employees</b>	462	453	452	450	449
<b>Total Population</b>	48,697	48,541	48,335	48,085	47,965
<b>Employees per 1000 Residents</b>	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.

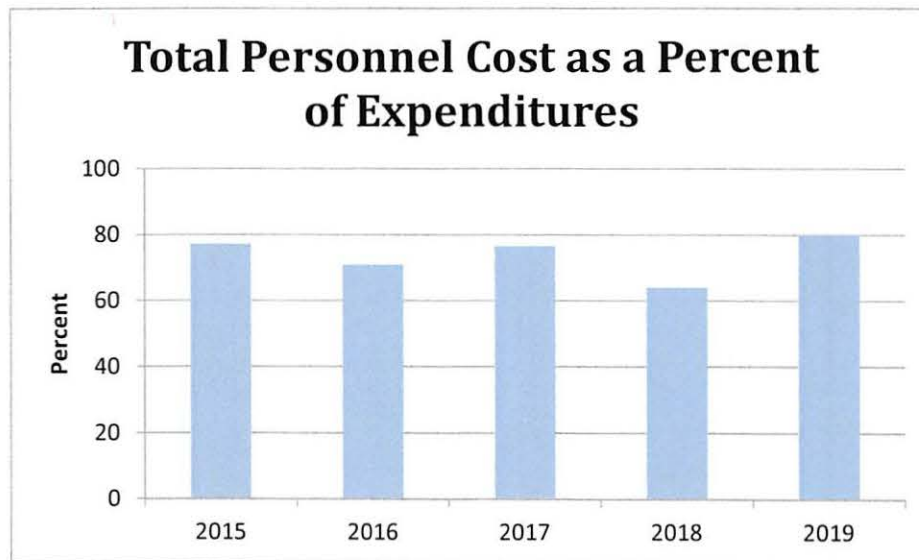
## Expenditure

### 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
<b>Total Personnel Cost</b>	\$26,846,154	\$26,290,365	\$26,881,564	\$26,881,564	\$29,559,174
<b>Total Expenditure</b>	\$34,793,256	\$37,068,849	\$35,112,766	\$41,965,674	\$36,892,156
<b>Percentage</b>	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.

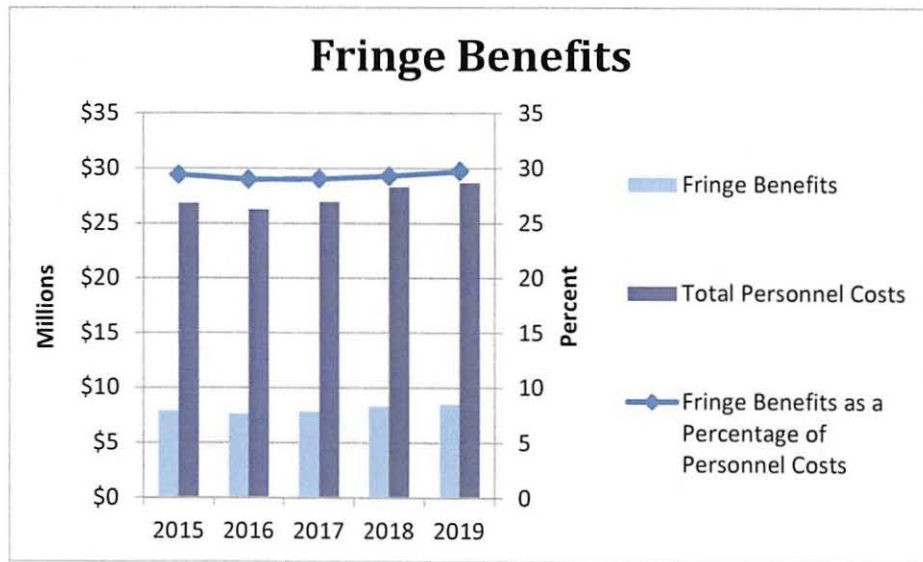
## Expenditure

### 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
<b>Fringe Benefits</b>	\$ 7,884,409	\$ 7,603,100	\$ 7,814,496	\$ 8,272,026	\$ 8,512,165
<b>Total Personnel Costs</b>	\$ 26,828,974	\$ 26,269,195	\$ 26,946,746	\$ 28,270,608	\$ 28,661,448
<b>Percentage</b>	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.

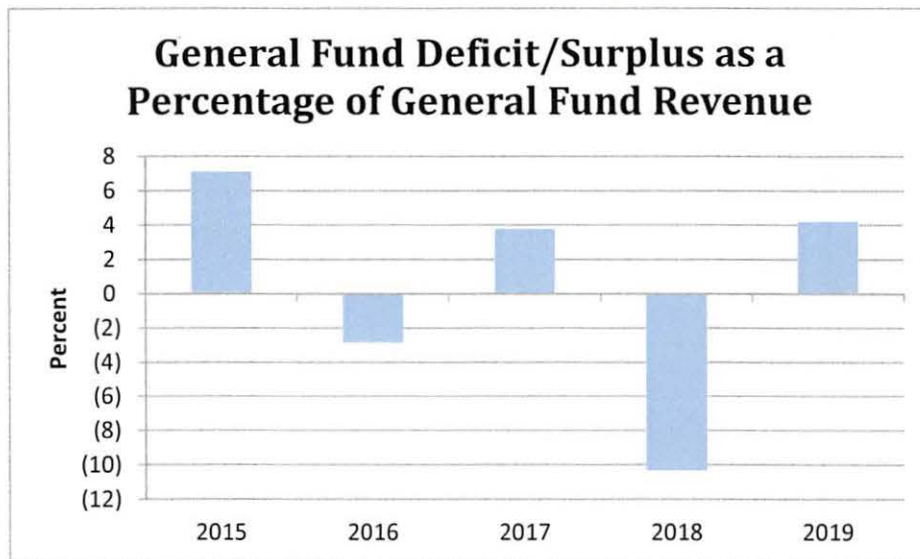
## Operating Position

### 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.

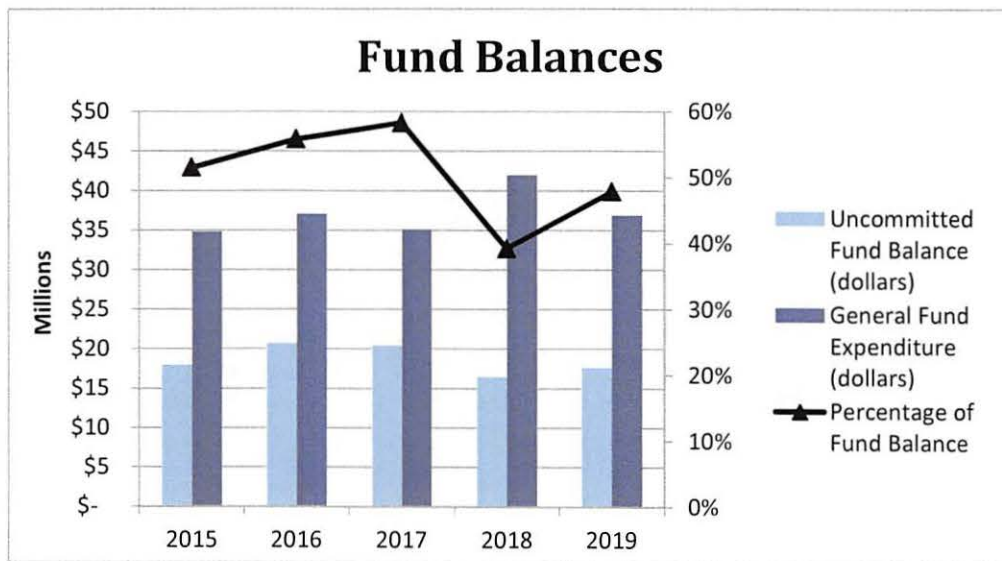
## Operating Position

### 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.

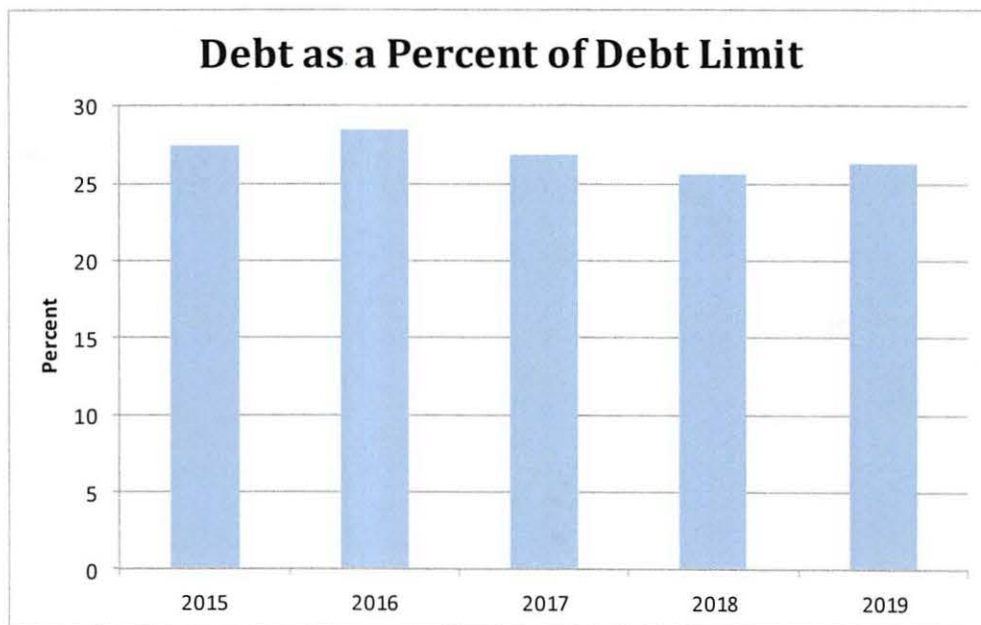
## Debt Position

### 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.

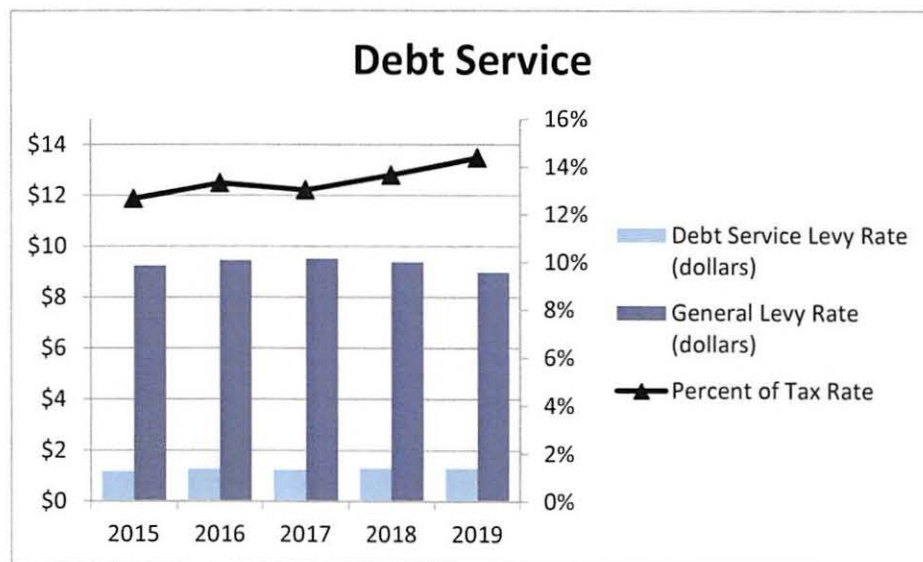
## Debt Position

### 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
<b>Debt Service-related Tax Rate</b>	\$1.17	\$1.26	\$1.24	\$1.28	\$1.29
<b>Equalized Municipal Tax Rate</b>	\$9.24	\$9.46	\$9.52	\$9.37	\$8.97
<b>Percent of Tax Rate</b>	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.

II

R. O. No. \_\_\_\_\_ - 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.

<u>Incident Types</u>	2018	2019	2019	2019	2020	2020	2020
	<u>Actual</u>	<u>2nd Quarter</u>	<u>YTD</u>	<u>Actual</u>	<u>2nd Quarter</u>	<u>YTD</u>	<u>Goals</u>
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
<b>TOTAL</b>	<b>5,369</b>	<b>1,391</b>	<b>2,757</b>	<b>5,735</b>	<b>1,267</b>	<b>2,615</b>	<b>5,300</b>
<b><u>Station Incident Count Per Station</u></b>							
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
<b><u>Fire Loss</u></b>							
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	
<b><u>Workload</u></b>							
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	
<b><u>Efficiency</u></b>							
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%
<b><u>Effectiveness</u></b>							
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

JHS

  
FIRE CHIEF

III

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

A RESOLUTION authorizing the Fire Chief to take all steps necessary to accept monies from the Estate of Richard A. Neustadter in the amount of \$400.00.

WHEREAS, Richard A. Neustadter of Mishicot, Wisconsin passed away on July 5, 2020, leaving \$400.00 to the Sheboygan Fire Department "for individuals to become trained and certified as First Responders and/or Emergency Medical Technicians"; and

WHEREAS, the Estate of Richard A. Neustadter has asked the City for its assistance in promptly and cost-effectively administering the Estate; and

WHEREAS, the Common Council wishes to support the Estate's goal of promptly and cost-effectively administering the Estate by passing this Resolution without referral to committee.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Fire Chief is authorized to take all steps necessary to accept monies from the Estate of Richard A. Neustadter in the amount of \$400.00, including all steps reasonably necessary to facilitate the prompt and cost-effective administration of the Estate.

BE IT FURTHER RESOLVED: That the City of Sheboygan Common Council thanks Mr. Neustadter for his support of training for first responders, expresses its sorrow in his passing, and offers to his family its deepest sympathy.

*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



Res. No.           - 20 - 21. By Alderpersons Ackley, Donohue, Bohren,  
Savaglio, Filicky-Peneski, Felde, Phillips,  
Sorenson, Mitchell, and Dekker. July 20, 2020.

A RESOLUTION commemorating the distinguished service of Valentine Schultz to the City of Sheboygan.

WHEREAS, God and his divine wisdom, has called from this life our valued friend and fellow former Alderperson Valentine "Val" Schultz Sr.;

WHEREAS, Valentine Schultz served the residents of the City of Sheboygan as an alderperson in the 5th District for many years from 1990 to 2003; and

WHEREAS, during his tenure as alderperson, Mr. Schultz served as a valuable member of numerous council committees, including: Judiciary and Legislative, Board of Contract Examiners, Industrial Development Commission, Finance Committee, Public Protection and Safety, Capital Improvements, Transit Commission, Salaries and Grievances, Industrial Development Commission, Redevelopment Authority, City Plan Commission, Board of Heating Examiners, Special Marina Commission, President of the Common Council (1997-1998), and Vice President of the Common Council (1996-1997); and

WHEREAS, Mr. Schultz served his constituents and the City of Sheboygan faithfully and honorably, being a man of outstanding ability and integrity; and

WHEREAS, Mr. Schultz was a valuable member of the City Council and the Committees upon which he served always giving conscientious consideration to all matters which came before him legislating with an open mind; putting honesty and charity before all else, he will always be a good example to all therefore be it resolved, that the City of Sheboygan Common Council go on record in their deep sorrow and offered to his family their deepest sympathy; and

WHEREAS, Valentine Schultz passed away on July 1, 2020; and

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the distinguished service rendered by Mr. Valentine Schultz to the City of Sheboygan throughout his many years of service, expresses its sorrow in his passing, and offers to his wife, Suzanne, and his entire family, its deepest sympathy.

BE IT FURTHER RESOLVED: That this resolution be published in this council's official proceedings, and that a suitable copy be presented to the family of Valentine Schultz.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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. 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

\_\_\_\_\_  
\_\_\_\_\_

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

AdvocateAurora

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 AdvocateAurora 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 Advocate/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 AdvocateAurora, 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**

1. The parties agree that the overall site design sheets provided by Graef Engineers, which are 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, AdvocateAurora, which has hired M.A.

Mortenson Company 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 AdvocateAurora's financial responsibility, and are projected to cost approximately \$4.3 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 \$670,000.

5. Red highlighted sections represent neighboring property impacts and represent areas of AdvocateAurora's financial responsibility. This section is designed to effectuate the agreement indicated in a July 10, 2020 email from Mr. Patrick Lyons, Director, Planning, Design and Construction for AdvocateAurora to David Biebel, the City's Director of Public Works.

6. A spreadsheet with the projected breakdown of costs of each highlighted section is attached as "Exhibit B."

7. 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 AdvocateAurora 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.

8. 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. 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.

9. Any change orders to this contract that substantially increase 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 AdvocateAurora and its general contractor/project manager Mortensen absorbing all costs associated with the change order.

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

## **Section 2**

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 3**

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

**Section 4**

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.

ADVOCATEAURORA:

By:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date



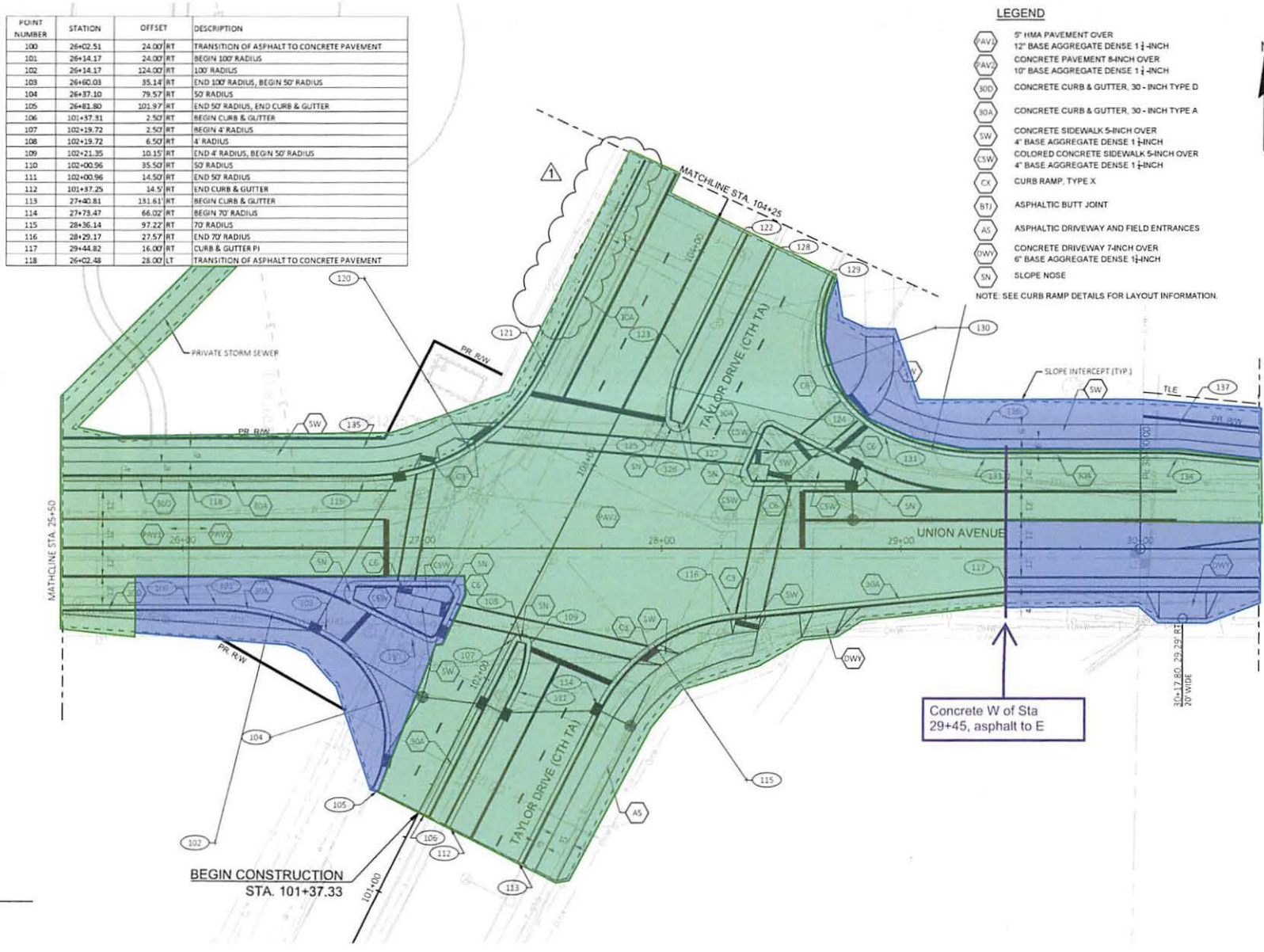








POINT NUMBER	STATION	OFFSET	DESCRIPTION
100	26+02.51	24.00 RT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
101	26+14.17	24.00 RT	BEGIN 100' RADIUS
102	26+14.17	124.00 RT	100' RADIUS
103	26+60.03	35.14 RT	END 100' RADIUS, BEGIN 50' RADIUS
104	26+37.10	79.57 RT	50' RADIUS
105	26+81.80	101.97 RT	END 50' RADIUS, END CURB & GUTTER
106	101+37.31	2.50 RT	BEGIN CURB & GUTTER
107	102+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	14.50 RT	END CURB & GUTTER
113	27+80.81	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**
- PAV1 5" HMA PAVEMENT OVER
  - PAV2 12" BASE AGGREGATE DENSE 1 1/4-INCH
  - PAV3 CONCRETE PAVEMENT 8-INCH OVER
  - 30D 10" BASE AGGREGATE DENSE 1 1/4-INCH
  - 30A CONCRETE CURB & GUTTER, 30-INCH TYPE D
  - CONCRETE CURB & GUTTER, 30-INCH TYPE A
  - SW CONCRETE SIDEWALK 5-INCH OVER
  - CSW 4" BASE AGGREGATE DENSE 1 1/4-INCH
  - CX COLORED CONCRETE SIDEWALK 5-INCH OVER
  - BT 4" BASE AGGREGATE DENSE 1 1/4-INCH
  - AS CURB RAMP, TYPE X
  - AS ASPHALTIC BUTT JOINT
  - DWY ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
  - SN 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.



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



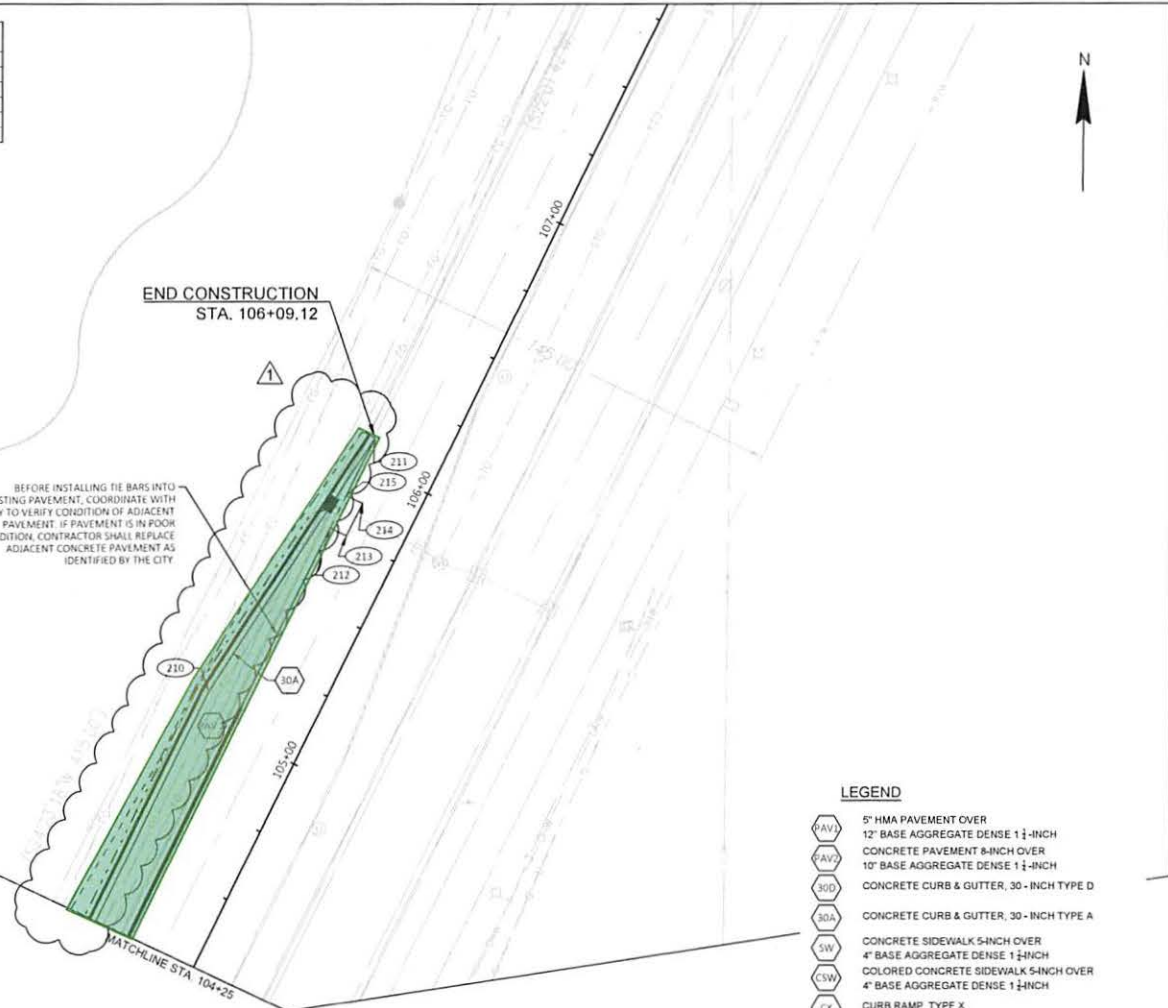
R164

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POINT NUMBER	STATION	OFFSET	DESCRIPTION
210	105+09.12	38.00' 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)

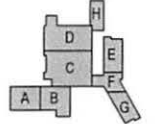


**LEGEND**

- 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 18, 2018

CP-3



**R168**





































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
<b>Total Project Budget</b>	<b>\$ 4,966,142</b>		

\*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.

III

Res. No. \_\_\_\_\_ - 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.

PO

\_\_\_\_\_  
\_\_\_\_\_

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.

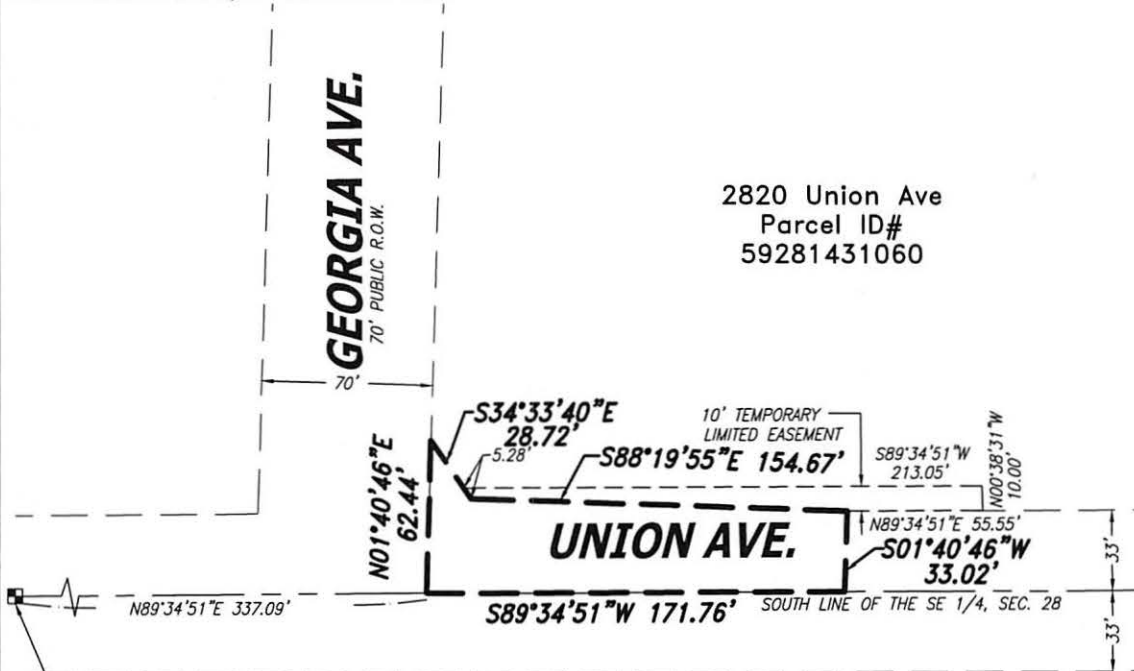
Said land contains 6,401 square feet or 0.1469 acres.

**TEMPORARY LIMITED EASEMENT:**

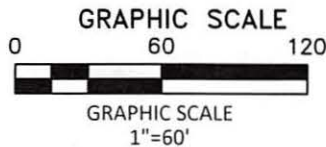
A part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

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

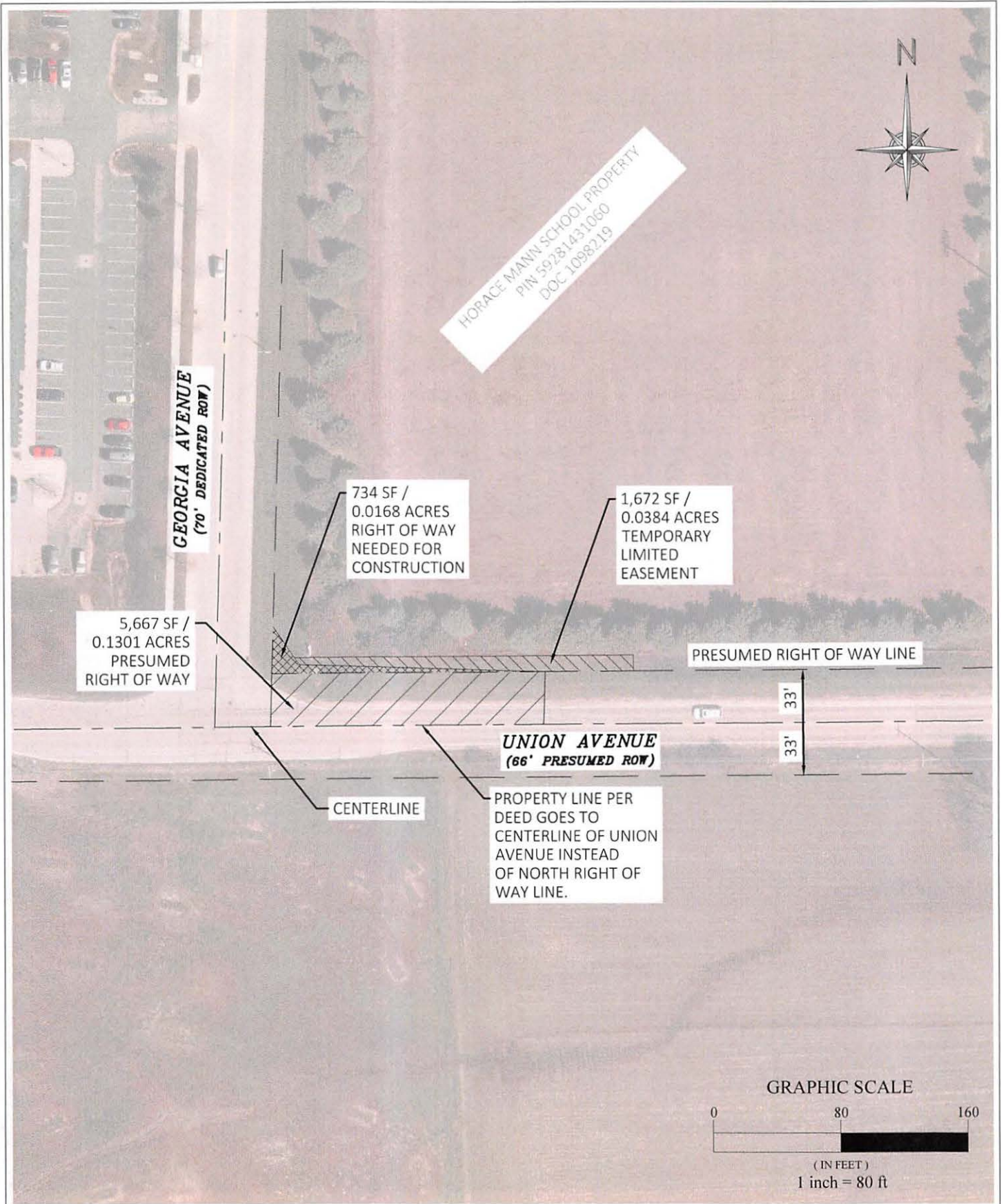
234 W. Florida Street  
Milwaukee, WI 53204

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



**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

**VIII**

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred Res. No. 47-20-21 by Alderpersons Donohue and Bohren providing for the sale of approximately \$4,615,000 General Obligation Refunding Bonds, Series 2020C; 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. 47 - 20 - 21. By Alderpersons Donohue and Bohren. July 6, 2020.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$4,615,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020C

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$4,615,000 for the public purpose of refunding outstanding obligations of the City, to wit: the callable maturities of its General Obligation Corporate Purpose Bonds, Series 2007B, dated September 1, 2007; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Section 67.04, Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Bonds. The City shall issue its General Obligation Refunding Bonds, Series 2020C (the "Bonds") in an amount of approximately \$4,615,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Fry  
adopt.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall cause an Official Statement concerning this issue to be prepared by WFPF. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.



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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Dated \_\_\_\_\_, 2020. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2020. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. July 20, 2020.

Your Committee to whom was referred Res. No. 51-20-21 by Alderperson Sorenson authorizing the appropriate City officials to accept two grants from Restoration Of Our Trees Sheboygan (ROOTS) regarding Emerald Ash Borer Mitigation at City Parks; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.11

Res. No. 51 - 20 - 21. By Alderperson Sorenson. July 6, 2020.

A RESOLUTION authorizing the appropriate City officials to accept two grants from Restoration Of Our Trees Sheboygan (ROOTS) regarding Emerald Ash Borer Mitigation at City Parks.

WHEREAS, City Staff has applied for and been awarded two grants from Restoration Of Our Trees Sheboygan ("ROOTS"), a partnership of the Sheboygan Rotary Club, Sheboygan County Rotary Foundation, and the Lakeshore Natural Resource Partnership, to assist in mitigating the impact Emerald Ash Borer has had on the urban tree canopy at City parks; and

WHEREAS, copies of the grant applications are attached to this Resolution as Exhibits 1 and 2; and

WHEREAS, the first grant - in the amount of \$11,000 - will support the planting of 93 trees at Lakeview Park, Rotary Park, and Area 5 of Evergreen Park; and

WHEREAS, the second grant - in the amount of \$9,000 - will support the planting of 52 trees at Area 5 of Evergreen Park, Roosevelt Park, Veterans Park, and Cleveland Park; and

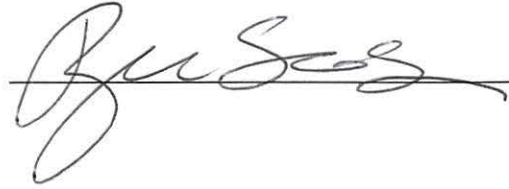
WHEREAS, the City's portion of funding for these projects, which totals \$46,682, is included in the 2020 Park and Forestry Open Space Fund and Capital Improvements Fund; and

WHEREAS, all work related to these projects will be done under the supervision of the City Forester to ensure that all work is performed in a professional manner and that areas affected by the work are properly restored; and

WHEREAS, these projects meet the guidelines set by the City's current Urban Forest and Emerald Ash Borer Management Plan.

P/O  
adopt.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to accept the grants from ROOTS, which includes accepting the Terms and Conditions of the grant, a copy of which are attached to this Resolution, and to use the funds in furtherance of the projects as specified in the grant applications.



A handwritten signature in cursive script, appearing to read "B. S. S.", is written over a horizontal line.

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



**ROOTS – Restoration Of Our Trees Sheboygan**  
 Sheboygan Rotary Club/Sheboygan County Rotary Foundation  
 The Lakeshore Natural Resource Partnership  
 Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

**General Information**

7	Project Title City of Sheboygan Emerald Ash Borer Mitigation Lakeview, Rotary and Area 5 Evergreen Parks 2020-2021		
Administering Organization City of Sheboygan, Department of Parks & Forestry Division		Mailing Address Street, City, State, Zip : Municipal Service Building, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714	
Project Director Name and Title: Mr. Tim Bull, City Forester for Division of Parks & Forestry. Mr. Joe Kerlin, Superintendent of Parks & Forestry.		Phone: Mr. Bull: 920-979-1810 (Cell)	Fax: 920-459-3443
Mailing Address (if different from above) Street, City, State, Zip: Same as above		If different addresses send mail to: <input type="checkbox"/> Admin. Organization <input type="checkbox"/> Project Director	
Email Address of Project Director: Mr. Bull: <a href="mailto:timothy.bull@sheboyganwi.gov">timothy.bull@sheboyganwi.gov</a> ; Mr. Kerlin: <a href="mailto:joe.kerlin@sheboygan.gov">joe.kerlin@sheboygan.gov</a>		Township or Municipality (location of the project). Lakeview Park, Rotary Park and Area 5, Evergreen Park within the City	
Grant Request \$ 11,000/\$14,000 Note: In addition to ROOTS CIF grant request of \$3,000, requested amount includes \$5,000 Alliant Energy corporate gift awarded to ROOTS CIF and pending requested Rotary District 6270 2020-2021 grant of \$3,000 to ROOTS CIF both sought for and earmarked for this project. This requests contains a contingent request for an additional \$3,000 from the ROOTS CIF in the event the Rotary District 6270 is not awarded.		Matching Funds: 13,477 City of Sheboygan	Total Project Cost: \$24,477

**Project Description**

Provide a concise summary of the project that describes the need, identifies specific land area(s) involved and offers an overview of the work entailed.

The requested ROOTS grant support is to allow a collaborative private/non-profit and public sector accelerated mitigation of urban forest assets in three municipal parks necessitated by the loss of much of the tree canopy due to the emerald ash borer (EAB) infestation over the past two to three years. The continuing infestation of native ash trees in Lakeview Park, Rotary Park and Area 5 of Evergreen Park has thus far resulted in the removal of over 100 heritage ash trees by City Forestry and Parks Division crews with an anticipated additional removal of another approximately 50 such trees in 2020. Despite special municipal efforts to supplement work crews and provide additional equipment and support assets in response to EAB throughout the City, available resources do not meet the scope or pace of the on-going destruction on both public and private lands. The City submits this application for ROOTS Community Investment Fund funding consistent with the stated ROOTS objective of marshaling maximum private/non-profit and public sector resources for an all-hands-on-deck/whole of community response to EAB

As demonstrated by attached aerial/overhead images and planning documentation, this project would facilitate the applicant to proceed with accelerated replanting of the developed recreational southern section of Lakeview located on the City's south side. Lakeview Park is situated along and east of South Lakeshore Drive, north of the Alliant Energy Corporation's large electric generating plant and the immediately adjacent municipal sewage treatment plant. In excess of 100 dangerously infested large ash trees have already been removed by City crews in the past three years resulting in the substantial defoliation of one the City's recreational, playground and public gathering venues. The rapid clearing of diseased EAB ash in this area has been necessitated to preclude uncontrolled falling of large infested trees and limbs and to maintain park aesthetics to the extent possible. Images of this area following clearing illustrate the excessive and undesired openness of an area previously populated by substantial heritage ash trees.

Plans submitted with this project proposal would provide for mitigation through the replanting of approximately 45 trees in the developed southern section of Lakeview Park with species and locations as specified. Resources permitting, some mitigation maybe directed at the natural native urban forest sector to the north.



## ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation

The Lakeshore Natural Resource Partnership

Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

Rotary Park bordering the northern side of the Sheboygan River between East Pennsylvania Avenue and a portion of Riverfront Drive is the second site proposed for EAB mitigation. Rotary Park is an aesthetic urban forestry asset for the City enhancing its popular and economically critical riverfront and lakeshore residential, commercial, recreational and business complex. Ash loss in this relatively open area constitutes only a limited number of diseased trees. However, the high priority economic and commercial interest in maintaining the aesthetics of this picturesque area requires the earliest removal and replanting of appropriate tree stock. The requested ROOTS grant would support the City's plan to replant approximately eight trees in this park during the 2020 season. As in the case of Lakeview Park where diseased ash have already been removed by City crews, the Rotary Park project entails site preparation, tree acquisition, replanting as well as follow-on care and watering to ensure sustainability

The third project area to be supported by the requested ROOTS grant is Area 5 of Evergreen Park. Area 5 is situated in the northern portion of the City's premier natural urban forest asset, Evergreen Park. Area 5 is bordered on the south by a meandering but steadily flowing pristine Pigeon River, on the east by Calumet Drive/Highway 42/Quarry Park and on the west by the City's renown Maywood Environmental Educational Center. Area 5 is heavily used throughout the year for a wide range of public gatherings, corporate and private picnics, strolling, hiking, jogging, fishing, children's play, and is particularly appreciated during the Christmas season when extensive colored lighting decorates the park during the community "Spirits Are Bright" drive-through event which raises major revenue and in-kind donations supplying the County's several food pantries for nearly half of the year.

Visual images, overhead photography and planning documents appended to this grant application illustrate heavy EAB infestation of this area including trees immediately serving to hold the banks and prevent undesirable erosion along the Pigeon River. Proposed Area 5 EAB mitigation includes the immediate removal of approximately 50 trees in 2020 and their replacement with a diverse stock of 40 area appropriate, highly sustainable species. Substantial public recreational usage of this area, erosion control, aesthetics, and its location contiguous with the City's vitally important environmental education facility, the Maywood Environmental Education Center, are among the strong rationale for accelerated EAB mitigation in Area 5.



## ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation  
The Lakeshore Natural Resource Partnership  
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

### Plan of Action and Measures of Success

Describe any previous or current efforts to mitigate the impact of the EAB;

Identify the primary objectives of the project and describe the specific actions or activities that will take place to accomplish each of these objectives;

Include a timeline of when events will take place during the grant period that includes the completion date and contact person for each major project milestone; and

Indicate methods of measurement and supporting data used to determine attainment of each milestone and identify the resulting deliverables and outcomes of each project component.



## ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation  
The Lakeshore Natural Resource Partnership  
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

City Forestry crews and hired contractors have removed in excess of 100 diseased ash trees from the developed southern section of Lakeview Park and the wooded northern section. Trees have been removed in both the recreational area and along the bank and escarpment along the Lake Michigan shoreline on the east. EAB mitigation in Lakeview Park has focused on the developed area due to the substantial daily access and usage of this area for a wide range of outdoor recreation activities, picnics, children's' play, and public or family gatherings. Mitigation to date has involved diseased tree removal and stump grinding. Priority EAB mitigation and its scheduling in Lakeview Park as well as the other project sites is necessarily constrained by available City financial, manpower and equipment resources. The requested ROOTS grant would support a much needed and greatly accelerated mitigation of the EAB destruction in Lakeview, Rotary and Evergreen (Area 5) Parks.

Resources for accelerated EAB mitigation in all three parks are directly associated with the following objectives:

1. Provide maintenance and improvement of widely used public recreational facilities all of which are heavily dependent on a healthy, robust, and diverse tree canopy;
2. Promote and advance the community interest in major urban forest assets to remove tons of CO<sub>2</sub> and air pollutants replacing such toxins with large quantities of O<sub>2</sub> on an annual basis;
3. Develop a diverse and sustainable tree canopy essential for offering attractive public facilities which support and enhance area economic development through quality of life - a necessary element to maintaining and attracting a viable workforce and growing community;
4. Directly support the City's interest in advancing land valuations and its municipal tax base;
5. Support City commitment to community welfare for its children, disabled, general residents and urban wildlife all of which benefit from the immediate availability of safe, accessible, aesthetic, affordable outdoor venues - and in particular, in a time of needed safe outdoor access due to constraints imposed by pandemic social distancing.

The City plans and schedule for mitigation in the three project areas contemplate site preparation and replanting starting approximately October 1, 2020 and continuing, weather permitting, through approximately November 15, 2020. The City is contracting out the removal of ash trees in Area 5 which will be completed by the end of September 2020. Subject to that timing the City anticipates replanting of 100% by November 15, 2020. Follow-on care, watering and maintenance of tree stock with both City crews and, where available, ROOTS or other community volunteers, will commence in October 2020 and continue into 2021 and beyond as necessary to ensure sustainability.

The immediate contact person for the proposed project is the listed City Forester, Mr. Tim Bull. The alternate is the listed Superintendent of Parks & Forestry, Mr. Joe Kerlin.

Measurable metrics will be number trees removed and number of replacement trees in ground for each of the three project area parks by the end of the mitigation season on November 15, 2020. In addition, the City will report forestry crew manhours expended on each of the three project areas at the conclusion of the replanting season.

End season assessment of the sustainability for replanted trees in each project area will also be provided as well a map or aerial overhead depicting the location and species of each replanted tree funded by the proposed project. It is understood such data may be required in the event ROOTS seeks subsequent carbon credit offsets for its mitigation efforts.





**Project Budget**

Please provide a simple project budget using descriptive categories such as: personnel, materials and supplies, contractor or consulting costs, and printing costs. Clearly identify the funds requested, matching funds and source, and total cost of each budget item. See the budget template below.

Deliverables / Activities: Manpower (PWD), equipment.	None	Matching Funds: \$10,945	Source of Matching Funds: City of Sheboygan	Total (Requested and Match): \$10,945
Personnel	Included above	Included above	Included above	Included above
Materials and Supplies (45 trees)	\$9,000	\$4,532	City of Sheboygan	\$13,532
Contractor or Consultant Costs	None	None	None	None
Printing Costs	None	None	None	None

Describe the sources of matching funds.

ROOTS is committed to the transfer and release of a corporate gift of \$5,000 which it sought with City support for this project. This gift was confirmed by Alliant Energy Corporation in an announcement to the ROOTS Coordinator, May 7, 2020. When the gift is received it will be held by the Sheboygan County Rotary Foundation ROOTS Community Investment Fund account and earmarked for this project.

The Rotary Club of Sheboygan through its ROOTS initiative has also submitted a District Grant Application for 2020-2021 to the Rotary District 6270 on May 13, 2020 in the amount of \$3,000. This District Grant application requires a match from the Rotary Club of Sheboygan/ROOTS Community Investment Fund (CIF) in the amount of no less than \$3,000. The Sheboygan Rotary Club/ROOTS have committed to a match of no less than \$3,000 in support of the City of Sheboygan three park EAB mitigation project. In the event that the Rotary District 6270 Grant for 2020-2021 is not approved, the Sheboygan Rotary Club/ROOTS CIF is committed to funding the proposed project from its own resources to the extent of as much as \$6,000 over and above the announced Alliant Energy Corporation’s gift.

For additional details on City mitigation plans, estimated project costs, schedule, labor, and other factors, see the appended documentation and aerial depictions of the three sites.



**ROOTS – Restoration Of Our Trees Sheboygan**  
Sheboygan Rotary Club/Sheboygan County Rotary Foundation  
The Lakeshore Natural Resource Partnership  
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

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**Community Engagement**

Describe the impact that this project will have on the community, indicate any existing or proposed partnerships, and explain your plan for sharing project results.



## ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation

The Lakeshore Natural Resource Partnership

Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

Impact of the project and partnerships is as described in detail in the preceding paragraphs. In recapitulation, accelerated mitigation in the three project areas has strong positive implications for the area's environment, public health, community recreation outlets for residents of all ages including children, the elderly and disabled, supporting the City's objectives in economic development through an improved quality of life necessary to retain and build our essential area workforce while fostering area tourism, and making a demonstrable, tangible community commitment to combating climate change for future generations. The project is also designed to assist ROOTS objectives in public education and as a tangible illustration of the potential for an all-hands-on-deck/all of community collaboration to engage both the private/non-profit and public sectors in responding to a devastating environmental threat to one of the area's most vital natural resources - its urban forests.

It is noteworthy this project is submitted with the concurrence of Mayor Mike Vandersteen and that the ROOTS concept of private-public sector collaboration to combat EAB has been endorsed by resolutions in 2019 by both the Sheboygan City Council as well as the Sheboygan County Board of Supervisors. This first-of-its-kind initiative in Wisconsin has received the strong endorsement of the Wisconsin DNR Regional Forestry Manager for the Sheboygan County area and others in that agency.

The City in cooperation with ROOTS and the Rotary Club of Sheboygan will share the results of this project with area commercial media including the Sheboygan Press (Gannett newspaper), the weekly Sheboygan Beacon, other weekly advertisers, WHBL, and through its municipal cable TV network. In addition, the applicant in coordination with ROOTS will share the results of the project through social media outlets to include those operated by the City, the ROOTS website, the LNRP website, the website for the Rotary Club of Sheboygan, the WDNR websites and outlets, the Sheboygan Chamber of Commerce newsletter and website and the Sheboygan County Economic Development Corporation newsletter/website.

The Mayor and project managers agree to participate in a public celebration of these projects at an appropriate time and place with ROOTS representatives, Alliant Energy representatives and the Rotary Club of Sheboygan. In addition, subject to allowable zoning and planning requirements, the City will coordinate with ROOTS and Alliant Energy for appropriate temporary project signage in the three project areas.

### Outstanding Features



Describe any other significant or outstanding features of your project.

See preceding descriptions.

### Certification



If this project is approved, the undersigned certifies that the organization will participate as indicated in the application.

Project Director Mr. Tim Bull	Signature 	Title Forester, City of Sheboygan	Date Signed 5-29-20
Chief Executive Officer Joe Kerlin	Signature 	Title Superintendent of, Parks & Forestry	Date Signed 5-29-20
Fiscal Sponsor (if applicable)	Signature -	Title	Date Signed

### Submission Instructions

Complete the grant application form, available at [ROOTSWI.org](http://ROOTSWI.org), and submit the application with all supporting documents via email. Applications are reviewed quarterly and are due on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup>. Grants will be awarded based on available funding and the merits of the application.

Email application materials to LNRP Director of Projects and Programming, Kendra Kelling, at [Kendra@LNRP.org](mailto:Kendra@LNRP.org). Include the name of the application agency or organization in the subject line along with "ROOTS Grant Application" All attachments must be in either Microsoft Word or PDF format and include the name of the applicant agency or organization and project name in the file title.

Prospective applicants may contact Kendra Kelling at [Kendra@LNRP.org](mailto:Kendra@LNRP.org) or (920)-946-2247, or Tony Fessler, Sheboygan Rotary Club ROOTS Coordinator, at [fessler.e.anthony@gmail.com](mailto:fessler.e.anthony@gmail.com) or (920)-946-6770 for guidance on assessing eligibility, defining the project, and review of application prior to submission. The ROOTS Grant Advisory Committee looks forward to engaging with each applicant and providing interactive and ongoing support.



**ROOTS – Restoration Of Our Trees Sheboygan**  
 Sheboygan Rotary Club/Sheboygan County Rotary Foundation  
 The Lakeshore Natural Resource Partnership  
 Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

## General Information

Project Title: Sheboygan Early Birds Rotary Club EAB Mitigation in Collaboration with City of Sheboygan - Four City Parks (Evergreen Area 5, Roosevelt, Veterans, and Cleveland)		
Administering Organization: Department of Public Works, City of Sheboygan	Mailing Address Street, City, State, Zip: Municipal Service Building, 2026 New Jersey Ave., Sheboygan, WI 53081-4714	
Project Director Name and Title: Tim Bull, City Forester	Phone 920-979-1810	Fax
Mailing Address (if different from above) Street, City, State, Zip: Same as above	If different addresses send mail to: <input type="checkbox"/> Admin. Organization <input type="checkbox"/> Project Director	
Email Address of Project Director: <a href="mailto:timothy.bull@sheboyganwi.gov">timothy.bull@sheboyganwi.gov</a>	Township or Municipality (location of the project): Evergreen Park (Area 5); Roosevelt Park, Veterans Park, & Cleveland Park, City of Sheboygan, WI	
Grant Request \$3,000 subject to receipt of Early Bird Rotary Club requested Rotary District 6270 \$3,000 grant. If grant not received, contingent total grant request from ROOTS of \$6,000	Matching Funds (All Sources): \$49,150.00	Total Cost of Project \$ 52,150

## Project Description

Provide a concise summary of the project that describes the need, identifies specific land area(s) involved and offers an overview of the work entailed.

Project developed by the Department of Public Works (DPW), City of Sheboygan, in collaboration with the Sheboygan Early Bird Rotary Club and with preliminary coordination with ROOTS. ROOTS funding is requested in support of a collaborative and comprehensive Emerald Ash Borer (EAB) mitigation project in Roosevelt, Veterans, Cleveland and Evergreen (Area 5) municipal parks. All four parks have and are continuing to experience extensive loss of their ash canopy. The proposed project includes contractor and City DPW removal of at least 52 heritage ash which constitute only a portion of the total infected ash population requiring eventual removal and possible replacement. The requested grant support would be combined with other Rotary organization funding to facilitate the accelerated EAB mitigation of the four park areas. Mitigation would include among other measures, the acquisition and planting of approximately 52 diverse, site appropriate, non-ash during the 2020 season.

Mitigation also includes the continued removal of diseased ash trees now in an advanced stage of EAB decay in all four parks. The City financial, labor and equipment match in this project provides for both the contractor removal and when DPW manpower allows, departmental crew engagement. Removal will include stump grinding and replacement tree site preparation at park locations depicted on aerial overheads appended to this application. Species of replacement tree stock will be ultimately based on cost, diverse mix, tree availability, climate, sustainability potential, and the particular environmental needs of the project park. Appended to this application is a listing of favored tree species and current project costs for the replacement stock. A probable source for most tree stock will be the Johnson Nursery of Menomonee Falls. In general, replacement trees would generally measure between 1 ½ to 2 inches of caliper (6" above root ball) and be between six and eight feet in height above the root ball.



## Plan of Action and Measures of Success

Describe any previous or current efforts to mitigate the impact of the EAB;

Identify the primary objectives of the project and describe the specific actions or activities that will take place to accomplish each of these objectives;

Include a timeline of when events will take place during the grant period that includes the completion date and contact person for each major project milestone; and

Indicate methods of measurement and supporting data used to determine attainment of each milestone and identify the resulting deliverables and outcomes of each project component.

The City's DPW has been aggressively engaged for the past three years in EAB mitigation in both municipal parks and along public streets. City mitigation efforts include the priority removal of EAB diseased trees posing a hazard of personal injury and property damage resulting from uncontrolled falling of limbs and entire trees in areas of public responsibility. When cost effective, safe, and prior to EAB infestation, the DPW performs selective preventive chemical treatment of heritage ash. Such treatment may be used to preserve a portion of the existing non-infested ash canopy while reducing the number of infected trees requiring mandatory removal in any given year. In view of preventive chemical treatment not being 100% effective and requiring repeated retreatment every two to three years, the City continues to experience the continuing need for the removal hundreds of diseased ash each year.

The City administration has substantially increased its budget in response to EAB including the addition of a dedicated full-time City Forester. However, available DPW manpower, equipment and other municipal resources continues to be overwhelmed by this scope and pace of the EAB challenge. The City of Sheboygan was the first municipality in Wisconsin to be accorded the coveted "Tree City USA" status 42 years ago. Sheboygan has repeatedly and continuously received this extraordinary national recognition ever since. The strength and longevity of the community's continuing commitment to preserving its vital urban forestry resources is second to none in Wisconsin if not beyond. This project is consistent with that proud legacy and community priority.

Specific removals and one-for-one replacements with non-ash stock are as follows:

Roosevelt Park – 14 trees

Cleveland Park – 7 trees

Veteran Park - 13

Evergreen Park (Area 5) - 18

Total removals & replacements - 52

EAB infested ash have and are being identified for removal. DPW is requesting removal bids from private contractors. Based on availability of labor and resources, DPW will participate in removals, site restoration and planting replacements. DPW will welcome volunteer participation in for appropriate and safe tasks from its project partners, ROOTS, the Sheboygan Early Birds Rotary Club and its associated youth Rotary organizations. These or other supplemental volunteers will be subject to applicable work safety and pandemic mitigation guidelines for such persons. Removals will start, weather and work conditions permitting on or about July 15, 2020. Site final site preparation and actual replanting will be scheduled for all four park sites starting approximately September 30, 2020, and subject to weather and replacement tree availability, continue through November 15, 2020. Any work not completed by the end of the annual 2020



planting season would be completed as early in 2021 as feasible. To ensure sustainability, follow-on care and maintenance of replanted tree stock would continue through 2021 and, if necessary, beyond as provided by DPW and available Rotary and ROOTS volunteers.

The City contact person and manager overseeing this mitigation project is Mr. Tim Bull, City Forester with the DPW. Mr. Bull is an ISA Certified Arborist as well as a TCIA Certified Treecare Safety Professional.

Milestones for this project include:

Number of EAB infested trees removed for each park by September 30, 2020;

Number of replacement trees under invoice and acquired by September 30, 2020;

Number tree site preparations completed by September 30, 2020, October 31, 2020 and November 15, 2020;

Number of replacement trees planted by October 15, 2020 November 15, 2020; and, if necessary, by June 15, 2021;

Contractor work hours expended and invoiced costs as of November 15, 2020;

City DPW crew hours expended and costs as of November 15, 2020 and, if necessary, by June 15, 2021;

Equipment and material costs expended as of November 15, 2020, and if necessary, by June 15, 2021.

**Project Budget**

Please provide a simple project budget using descriptive categories such as: personnel, materials and supplies, contractor or consulting costs, and printing costs. Clearly identify the funds requested, matching funds and source, and total cost of each budget item. See the budget template below.

Deliverables / Activities	Funds Requested	Matching Funds	Source of Matching Funds	Total (Requested and Match)
Personnel	None	\$8,650	City of Sheboygan	\$8,650.00



## ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation

The Lakeshore Natural Resource Partnership

Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

Materials and Supplies (Replacement tree stock)	\$3,000/\$6,000 Request contingent of District Grant	\$6,000/\$3,000Contingent requested Rotary District grant	EB Rotary Club direct contribution (\$3,000) and Rotary District 6270 Grant (\$3,000); City of Sheboygan	\$9,000 (total from EB Rotary, Rotary District Grant & ROOTS)
Contractor or Consultant Costs	None	\$34,500	City of Sheboygan	\$34,500
Printing Costs	None	None	None	none

Describe the sources of matching funds.

The above budget is based on conservative estimates of contractor costs for a total of 52 heritage ash removals in all four project parks. Subject to available manpower and equipment, the DPW will assist in tree removals, site restoration and replanting site preparation to contain cost. City DPW crews with the assistance of the Sheboygan Early Bird Rotary Club and ROOTS volunteers will also assist in site preparation, replanting and follow-on care.

Matching funds for the purchase of approximately 52 replacement trees for the four parks will be provided as follows:

Sheboygan Early Bird Rotary Club direct contribution	\$3,000
Rotary District 6270 grant (pending)	\$3,000
Requested (ROOTS CIF grant subject of this application) (Noted that in the event the Rotary District grant is not approved, this application submits a contingent request for a total ROOTS CIF grant of \$6,000).	\$3,000/\$6,000
City of Sheboygan total project match (estimate)	\$43,150
<b>Total Project Revenue</b>	<b>\$52,150</b>
<b>Total Estimated Project Cost</b>	<b>\$52,150</b>

))

Describe the impact that this project will have on the community, indicate any existing or proposed partnerships, and explain your plan for sharing project results.



## ROOTS – Restoration Of Our Trees Sheboygan

Sheboygan Rotary Club/Sheboygan County Rotary Foundation  
The Lakeshore Natural Resource Partnership  
Supporting Solutions that Mitigate the Impact of the Emerald Ash Borer

The project will positively impact well over 100,000 residents, visitors and tourists benefiting throughout the year from the multiple recreational and natural urban forestry resources within the four popular City parks. Impact will be the maintenance and enhancement of premier public outdoor recreation facilities, direct impact on public health through the annual removal of tons of pollutants and CO2 from the atmosphere, replacement of O2 generated by replacement trees, continued aesthetic appeal of public lands, and providing attractive community facilities essential for attracting and retaining an area workforce critical to continued economic expansion. Moreover, the project seeks to maintain a sustainable urban forest in each of these parks which will provide numerous other environmental benefits including offering a natural habitat for wildlife. It is particularly noteworthy that Area 5 of Evergreen Park is a critical venue for the Sheboygan Early Bird Rotary Club's yuletide season "Making Spirits Bright" drive-through light show which raises sufficient in-kind food donations and cash contributions to support the County's foodbanks for nearly half the year. Moreover, the urban forestry assets in Area 5 are immediately adjacent to the City's renown Maywood Environmental Education Center and preserve serving youth and persons of all ages throughout the year with its extensive on-site nature programs.

There is active community engagement in this project through the collaboration of the Sheboygan Early Bird Rotary Club including its sponsored youth programs at both Lutheran High School and the University of Wisconsin Sheboygan campus. Rotary Club including ROOTS volunteers will be involved in the project.

The project will be publicized through both traditional commercial print and broadcast media serving the Sheboygan County market (e.g. Sheboygan Press newspaper, Sheboygan Beacon weekly advertiser, WHBL radio, City's cable TV channel, and releases to the Milwaukee broadcast media. In addition, the project will be publicized through social media (e.g. websites administered by the Sheboygan Early Birds Rotary Club, ROOTS, Rotary District 6270, the City and County of Sheboygan, ROOTS Lakeshore Natural Resource Partnership (LNRP), and the Wisconsin DNR, among others.

Finally, it is understood ROOTS will share the existence of this project directly with its Community Investment Fund (CIF) donor base.

### Outstanding Features



Describe any other significant or outstanding features of your project.

It is noted that this project has the enthusiastic support of Mayor Michael Vandersteen. ROOTS has been formally endorsed by the Common Council for the City of Sheboygan in a 2019 resolution which commends efforts to develop public and private sector collaboration in meeting the EAB challenge. The proposed project will directly demonstrate the success and viability of the ROOTS mission and objectives.



## Certification

If this project is approved, the undersigned certifies that the organization will participate as indicated in the application.

Project Director: Tim Bull	Signature 	Title: City Forester	Date Signed 5-29-20
Chief Executive Officer: Joe Kerlin	Signature 	Title Superintendent	Date Signed 5-29-20
Fiscal Sponsor (if applicable)	Signature -	Title	Date Signed

## Submission Instructions

Complete the grant application form, available at [ROOTSWI.org](http://ROOTSWI.org), and submit the application with all supporting documents via email. Applications are reviewed quarterly and are due on March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup>. Grants will be awarded based on available funding and the merits of the application.

Email application materials to LNRP Director of Projects and Programming, Kendra Kelling, at [Kendra@LNRP.org](mailto:Kendra@LNRP.org). Include the name of the application agency or organization in the subject line along with "ROOTS Grant Application" All attachments must be in either Microsoft Word or PDF format and include the name of the applicant agency or organization and project name in the file title.

Prospective applicants may contact Kendra Kelling at [Kendra@LNRP.org](mailto:Kendra@LNRP.org) or (920)-946-2247, or Tony Fessler, Sheboygan Rotary Club ROOTS Coordinator, at [fessler.e.anthony@gmail.com](mailto:fessler.e.anthony@gmail.com) or (920)-946-6770 for guidance on assessing eligibility, defining the project, and review of application prior to submission. The ROOTS Grant Advisory Committee looks forward to engaging with each applicant and providing interactive and ongoing support.

RESTORATION OF OUR TREES SHEBOYGAN (ROOTS)

COMMUNITY INVESTMENT FUND (CIF)

PROJECT GRANT

TERMS AND CONDITIONS

As authorized representative of the grant recipient identified, it is understood and agreed that the identified ROOTS CIF grant is awarded subject to the following terms and conditions:

1. **Performance.** The recipient entity will agree to perform the identified mitigation measures in a timely manner and subject to the milestones, scheduling, performance metrics and other planning representations made in its application to the ROOTS CIF dated \_\_\_\_\_ 202\_\_ and shall comply with the ROOTS CIF Phase I guidelines published May 2020 upon which its submission is based.
2. **Changes or Modifications.** Within the limits of the award, the recipient may request modifications or changes to its original plan and proposal for ROOTS evaluation in response to material availability, weather conditions, or other exigencies not anticipated at the time of application. ROOTS will exercise best efforts to accommodate reasonable requests on a timely basis and notify the grant recipient of approval or disapproval of its request.
3. **Communications and Project Reporting.** The grant recipient shall provide a written interim progress report at the conclusion of each mitigation planting season to include maps or aerial/overhead type projections of specific mitigation measures including identifying species, sizes, replanting locations and approximate dates. The recipient shall submit a final project report at its conclusion to include an inventory of all mitigation planting specifying siting, approximate date(s) and replanted species. The final report should contain one or more annotated/descriptive overhead type maps or aerial type depictions of final mitigation measures/re-plantings. Recipient plans for maximizing sustainability of mitigation efforts are to be included in all final reports. ROOTS and recipient representatives will exercise best efforts to respond promptly and thoroughly to reasonable requests for information, documentation, data or project updates. Recipient may submit periodic requests for ROOTS support in assembling volunteer Rotarian or other community member or private/non-profit organizational support for appropriate mitigation tasks.
4. **Cooperation and Coordination with ROOTS Applications for Carbon Credits, Offsets or Community Forestation Certification.** In the event ROOTS pursues a strategy of seeking funding to its SCRF CIF through the development of a carbon offset, carbon credit, community forestation certification program, or other comparable initiatives, subject to applicable law and regulation, recipient agrees to exercise best efforts to coordinate and provide support.
5. **Applicable Law.** The recipient and ROOTS commit to compliance with applicable Wisconsin Statutes and Wisconsin Administrative Codes as well as applicable U.S. Federal and County or local law, regulations or ordinances in carrying out the project.
6. **Release of Grant Funding.** Unless otherwise agreed in advance, release of grant funding shall be as outlined in the ROOTS award letter and upon submission to the ROOTS coordinator to include required invoices, reports or other documentation as specified.
7. **Indemnification.** The grant recipient shall save, hold harmless, defend and indemnify Restoration Of Our Trees Sheboygan (ROOTS) including the Sheboygan Rotary Club, its executive agent the Sheboygan County Rotary Foundation (SCRF), and its partner organization, the Lakeshore Resource Partnership (LNRP), all of their officers, directors, employees and members, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (public or otherwise) occurring in connection with or in any way incident to arising out of the occupancy, use, service, operation or performance of work in connection with this agreement and/or project or otherwise due to the act or omission of the grant recipient, its employees, agents or representatives.
8. **Repayment; Termination.** To reimburse the Sheboygan County Rotary Foundation as ROOTS executive agent any and all funds it deems reasonable for recipient failure to meet guidelines, milestones, or performance standards applicable to the project. ROOTS will provide timely written notice of any such failure

where after recipient shall have 60 days to cure or achieve a mutually agreed accommodation or change to the plan.

- 9. Public Relations Coordination and Cooperation.** ROOTS and recipient will coordinate and cooperate in the development and issuance of both commercial and social media releases associated with the project emphasizing the collaborative efforts of all sponsors, entities or organizations involved. ROOTS and the recipient will develop one or more public events to celebrate and publicize the project to the community to which media and the public may be invited. Public gatherings shall comply with public health guidelines then in effect due to the COVID 19 pandemic or other such concern. The recipient, subject to any legal or regulatory limitations, will actively support and endorse the ROOTS strategic objective to build its private/corporate donor funded SCRF CIF corpus to facilitate future Emerald Ash Borer mitigation projects throughout Sheboygan County.

The person signing for the recipient represents as an agent of his principal that he/she is authorized to execute the Terms and Conditions of this Agreement and bind his or her principal by duly adopted resolution or otherwise.

Project Title and Date Submitted: \_\_\_\_\_

For ROOTS Recipient \_\_\_\_\_  
Signature/Printed Name/Title

Date Signed: \_\_\_\_\_

For ROOTS: E. Anthony Fessler, ROOTS Coordinator  
Signature/Printed Name//Title

Date Signed: 06/19/2020

Return to ROOTS Coordinator within ten days of receipt:

E. Anthony Fessler  
1615 Briarwood Road  
Sheboygan, WI 53083

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. July 20, 2020.

Your Committee to whom was referred Res. No. 52-20-21 by Alderpersons Sorenson and Dekker authorizing the appropriate City officials to execute a Memorandum of Understanding with Acuity regarding the terms and conditions of driveway improvements off of Indiana Avenue and related infrastructure associated with Acuity's expansion and Advocate/Aurora Hospital Project; recommends adopting the Resolution with amendment to change Indiana Avenue to Union Avenue.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Subs. Of Res. No. 52 - 20 - 21. By Alderpersons Sorenson and Dekker.  
July 20, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Acuity regarding the terms and conditions of driveway improvements off of Union Avenue and related infrastructure associated with Acuity's expansion and Advocate/Aurora Hospital Project.

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

\_\_\_\_\_  
\_\_\_\_\_

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

4.12

Res. No. 52 - 20 - 21. By Alderpersons Sorenson and Dekker. July 6, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Acuity regarding the terms and conditions of driveway improvements off of Indiana Avenue and related infrastructure associated with Acuity's expansion and Advocate/Aurora Hospital Project.

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

*PW  
adopt amended  
"off of Indiana"  
replaced with  
"off of Union"*

*Dean Dekker*  
\_\_\_\_\_

*Ben Sorenson*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

## **Memorandum of Understanding**

Between

Acuity, a Mutual Insurance Company

and

City of Sheboygan

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding of an agreement between Acuity, a Mutual Insurance Company (“Acuity”) and the City of Sheboygan (“City”) dated \_\_\_\_\_ regarding driveway improvements off of Union Avenue, and related infrastructure associated with Acuity’s expansion and Advocate/Aurora Hospital Project.

### **Background**

Both Acuity’s expansion and the Advocate/Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents. As such, the City is requiring alignment of the exit and entrance driveways for both projects. Such alignment is to be done in a manner that accommodates future traffic signalization. In addition to aligning the driveways, geometric improvements are also necessary to Union Avenue and the intersection of Taylor Drive and Union Avenue. Additionally, the City anticipates the need for additional sanitary sewer capacity in the area.

After consideration of several options to effectuate driveway alignment, Acuity is acquiring adjacent property necessary to align the driveway with the Advocate/Aurora Project as required. The City intends to install a new sanitary sewer main to be extended past the new driveway for the purpose of future connection with anticipated infrastructure connected with Acuity’s future expansion.

### **Purpose**

The purpose of this MOU is to set forth the terms and understanding as to the parties’ respective obligations and responsibilities with respect to location, ownership, and construction of certain improvements, and the fiscal responsibilities of all parties. This MOU outlines certain responsibilities for each party during the period of agreement and outlines the general nature of the agreement among the parties.

### **Section 1**

1. Acuity’s driveway off Union Avenue will be aligned with Advocate/Aurora’s driveway and constructed per exhibit A at Acuity’s expense.

2. The City of Sheboygan will construct a new sanitary sewer main extension per exhibit B at the City's expense. Said main shall remain City property.

3. Acuity will quit claim to the City the required street right of way located at the southwest corner of the intersection of Taylor Drive and Union Avenue for the sanitary sewer main extension project, as shown in exhibit C. Additionally, Acuity shall provide at no cost to the City of Sheboygan any and all necessary utility easements associated with the sanitary sewer main extension.

## **Section 2**

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 3**

The City and Acuity agree to indemnify, defend, and hold harmless the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentional acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this MOU. 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**

Except as otherwise provided in this MOU, each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## **Section 5**

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

## **Section 6**

This MOU may be terminated by either party for cause if the other party shall default in the performance of this MOU and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this MOU for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

### **Section 7**

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.

ACUITY, A MUTUAL INSURANCE:

By:

\_\_\_\_\_

\_\_\_\_\_  
Date

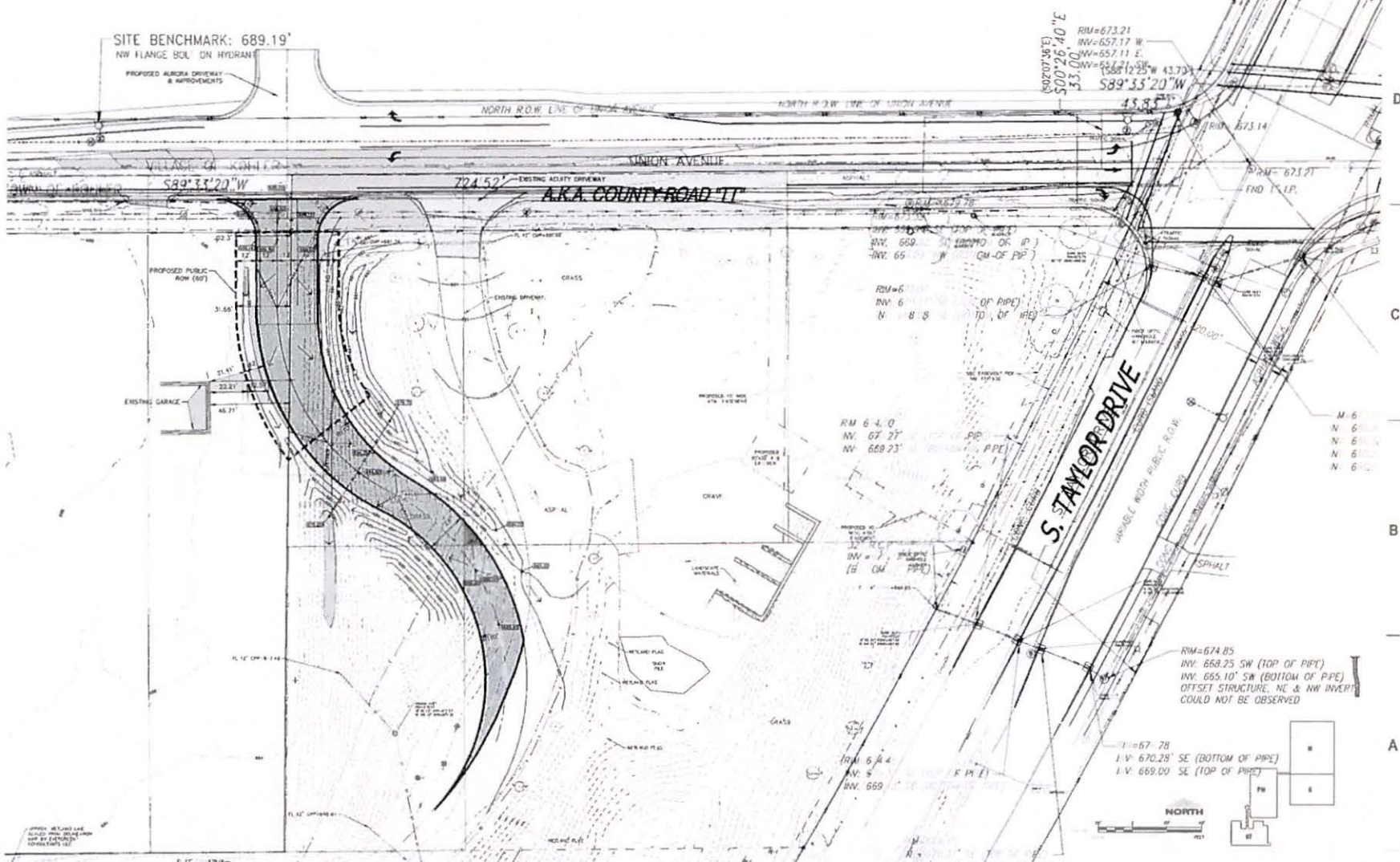
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8



**WITNESSES**  
 333 East Chicago Street  
 Sheboygan, Wisconsin 53082  
 414.271.5338

**DESIGNER**  
 318 West Johnson Street, Suite 202  
 Sheboygan, Wisconsin 53081  
 920.442.5200

**CLIENT**  
 1800 Wyndham Street, Suite 300  
 Sheboygan, Wisconsin 53082  
 920.442.4000



DATE: 07/26/2019

PROJECT INFORMATION  
**ACUITY NORTH CAMPUS AREA**

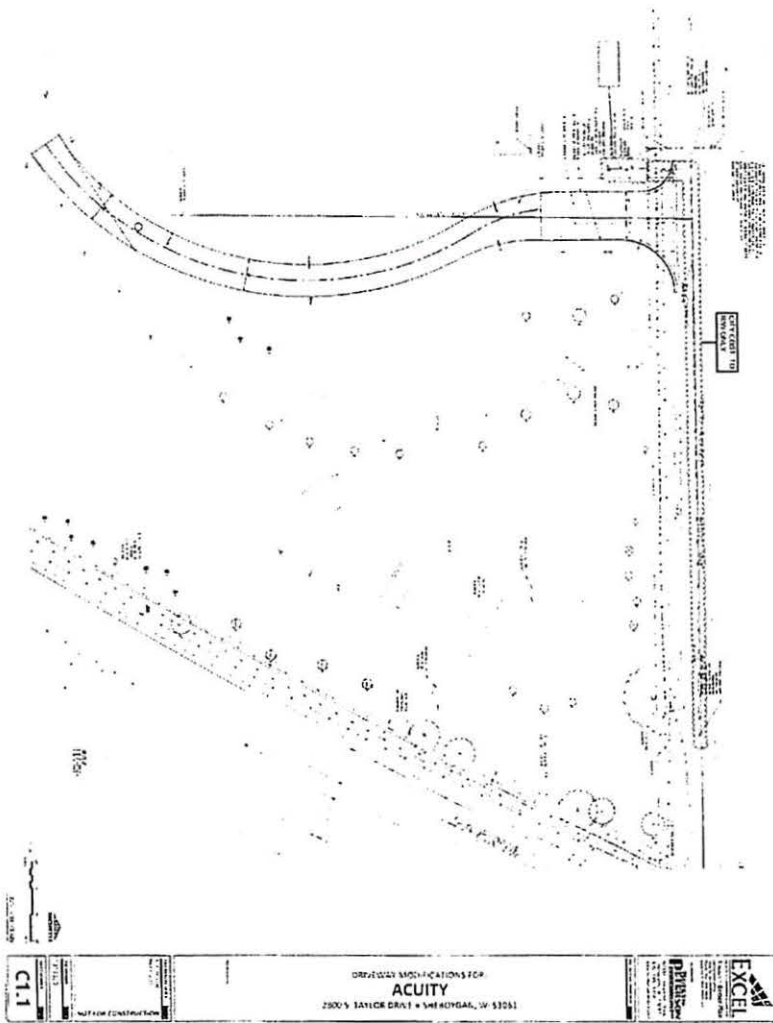
2800 S. TAYLOR DRIVE  
 SHEBOYGAN, WI 53081

PROJECT NUMBER: 19-032  
 PROJECT SURNAME: P18-004

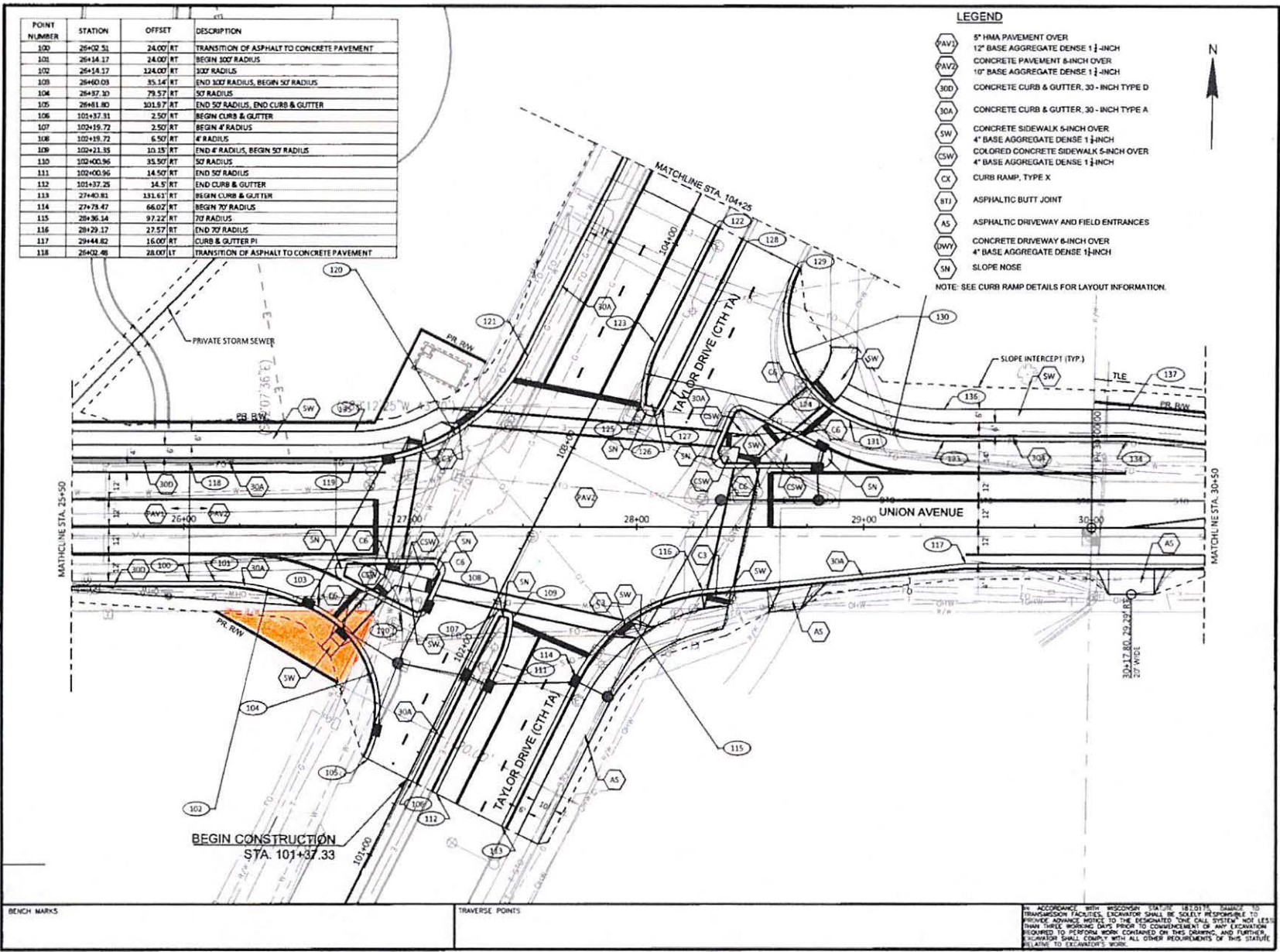
SHEET INFORMATION  
 DATE: JULY 26, 2019

SHEET NAME: DRIVEWAY EXHIBIT  
**EXHIBIT-A**

EXHIBIT B



February 14, 2020  
4:01 PM  
X:\M\_L\2017\20170154\CAD\TRANSPORTATION\CONCRETE\DWG\02120\_1.DWG



Graef-USA Inc.  
275 W. Wisconsin Avenue,  
Suite 300  
Milwaukee, WI 53203  
414 / 259 1500  
414 / 259 0037 fax  
www.graef-usa.com

CONSULTANTS:  
  
PROJECT TITLE:  
UNION AVENUE RECONSTRUCTION  
AURORA MEDICAL CENTER  
SHEBOYGAN COUNTY  
ISSUE:

PROJECT INFORMATION:  
PROJECT NUMBER: 2017-0154  
DATE:  
DRAWN BY: BJB  
CHECKED BY: JAC  
APPROVED BY: SJF  
SCALE: 1/8" = 1'-0"

SHEET TITLE:  
PLAN DETAILS  
SHEET NUMBER:  
R163

IN ACCORDANCE WITH WISCONSIN STATUTE 18.03(1) THE QUALITY OF  
TRANSPORTATION FACILITIES EXHIBITION SHALL BE SOLELY RESPONSIBLE TO  
PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ON CALL SYSTEM" NOT LESS  
THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION  
REQUIRED TO PERFORM WORK CONTAINED ON THIS DRAWING, AND FURTHER  
EXCAVATION SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE  
RELATIVE TO EXCAVATION'S WORK.

## **Memorandum of Understanding**

Between

Acuity, a Mutual Insurance Company

and

City of Sheboygan

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding of an agreement between Acuity, a Mutual Insurance Company (“Acuity”) and the City of Sheboygan (“City”) dated June 4, 2020 regarding driveway improvements off of Union Avenue, and related infrastructure associated with Acuity’s expansion and Advocate/Aurora Hospital Project.

### **Background**

Both Acuity’s expansion and the Advocate/Aurora Hospital Project will result in increased vehicular demand on Union Avenue. The City of Sheboygan wants to ensure that final improvements in the area will provide the most efficient and safe design for employees, customers, and residents. As such, the City is requiring alignment of the exit and entrance driveways for both projects. Such alignment is to be done in a manner that accommodates future traffic signalization. In addition to aligning the driveways, geometric improvements are also necessary to Union Avenue and the intersection of Taylor Drive and Union Avenue. Additionally, the City anticipates the need for additional sanitary sewer capacity in the area.

After consideration of several options to effectuate driveway alignment, Acuity is acquiring adjacent property necessary to align the driveway with the Advocate/Aurora Project as required. The City intends to install a new sanitary sewer main to be extended past the new driveway for the purpose of future connection with anticipated infrastructure connected with Acuity’s future expansion.

### **Purpose**

The purpose of this MOU is to set forth the terms and understanding as to the parties’ respective obligations and responsibilities with respect to location, ownership, and construction of certain improvements, and the fiscal responsibilities of all parties. This MOU outlines certain responsibilities for each party during the period of agreement and outlines the general nature of the agreement among the parties.

### **Section 1**

1. Acuity’s driveway off Union Avenue will be aligned with Advocate/Aurora’s driveway and constructed per exhibit A at Acuity’s expense.

2. The City of Sheboygan will construct a new sanitary sewer main extension per exhibit B at the City's expense. Said main shall remain City property.

3. Acuity will quit claim to the City the required street right of way located at the southwest corner of the intersection of Taylor Drive and Union Avenue for the sanitary sewer main extension project, as shown in exhibit C. Additionally, Acuity shall provide at no cost to the City of Sheboygan any and all necessary utility easements associated with the sanitary sewer main extension.

#### **Section 2**

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 3**

The City and Acuity agree to indemnify, defend, and hold harmless the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentional acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this MOU. 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**

Except as otherwise provided in this MOU, each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### **Section 5**

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

#### **Section 6**

This MOU may be terminated by either party for cause if the other party shall default in the performance of this MOU and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this MOU for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

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

6/18/2020  
Date

Attest:

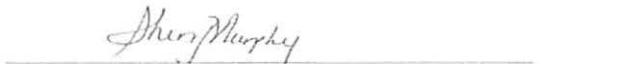
  
Meredith De Bruin, City Clerk

6/18/2020  
Date

Signatures authorized pursuant to Res. \_\_\_\_\_ -20-21.


ACUTY, A MUTUAL INSURANCE:

By:

  
Sheri L. Murphy, VP- Services & Administration

6-4-2020  
Date

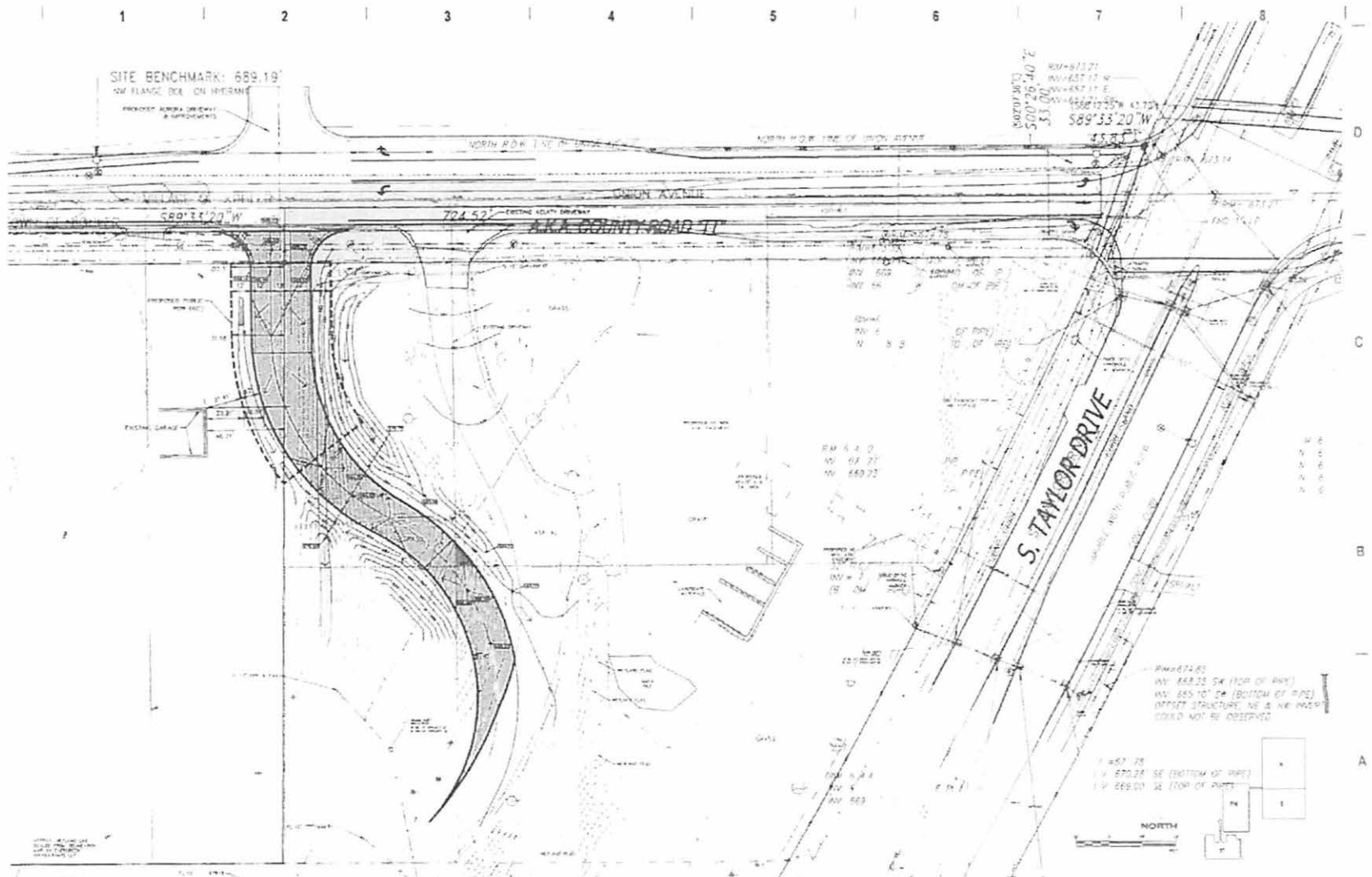
Attest:

  
Brian T. Gill, Director - House Counsel

6/4/2020  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date



**INTEGRIS**  
 201 East Chicago Street  
 Milwaukee, Wisconsin 53202  
 414.271.5500

**844.800.800**  
 600 Walnut Street, Suite 400  
 One Market, One 53308  
 1.877.436.4362

**W&J**  
 319 West Johnson Street, Suite 202  
 Sheboygan, Wisconsin 53081  
 920.442.2300

**844.800.800**  
 600 Walnut Street, Suite 400  
 One Market, One 53308  
 1.877.436.4362



PLANNED IMPROVEMENTS

DATE	DESCRIPTION

PROJECT INFORMATION

**ACUITY NORTH CAMPUS AREA**

2800 S. TAYLOR DRIVE  
 SHEBOYGAN, WI 53081

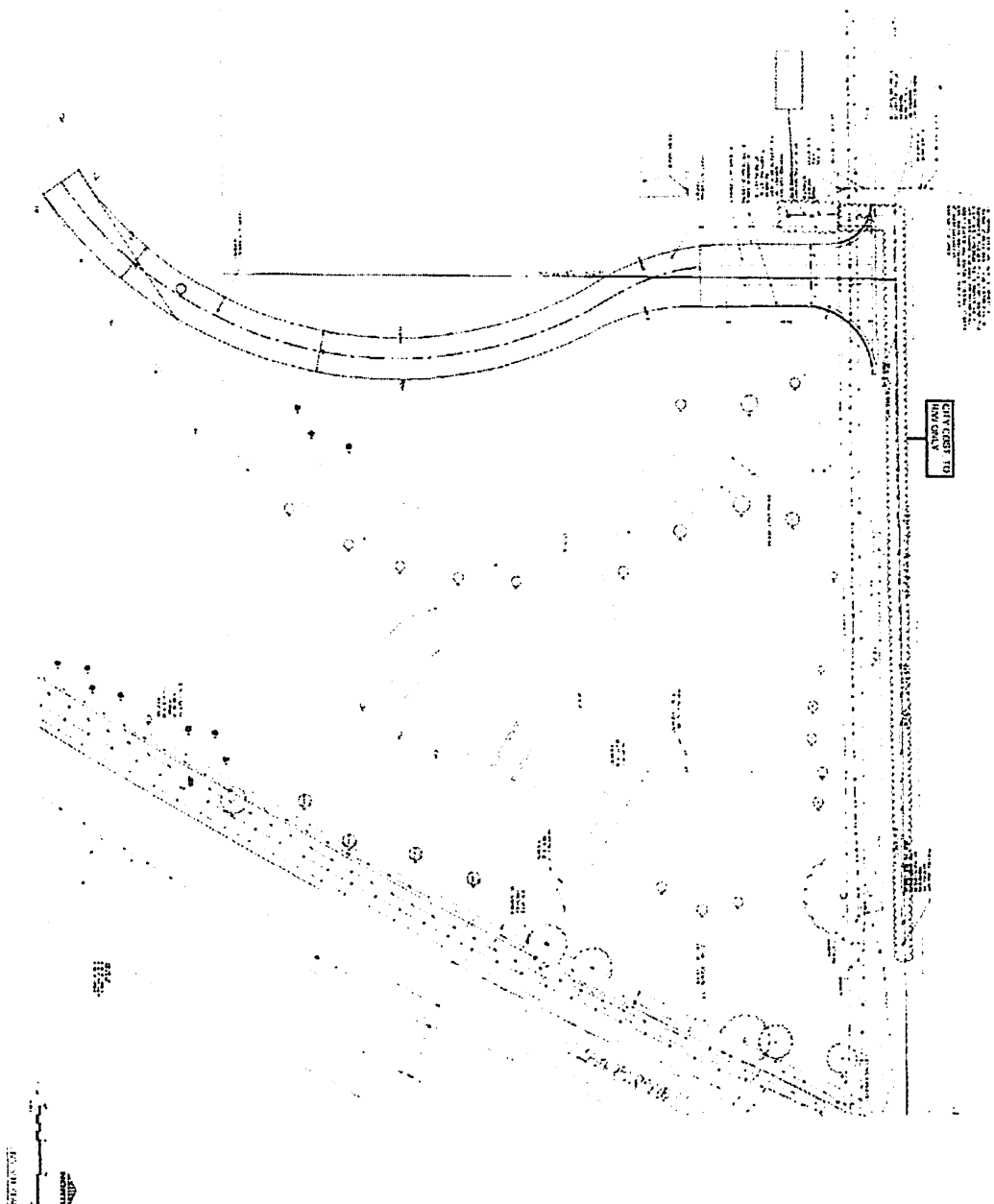
SHEET NUMBER

DATE: JUL 19, 2014

SHEET NAME: DRIVEWAY EXHIBIT

**EXHIBIT-A**

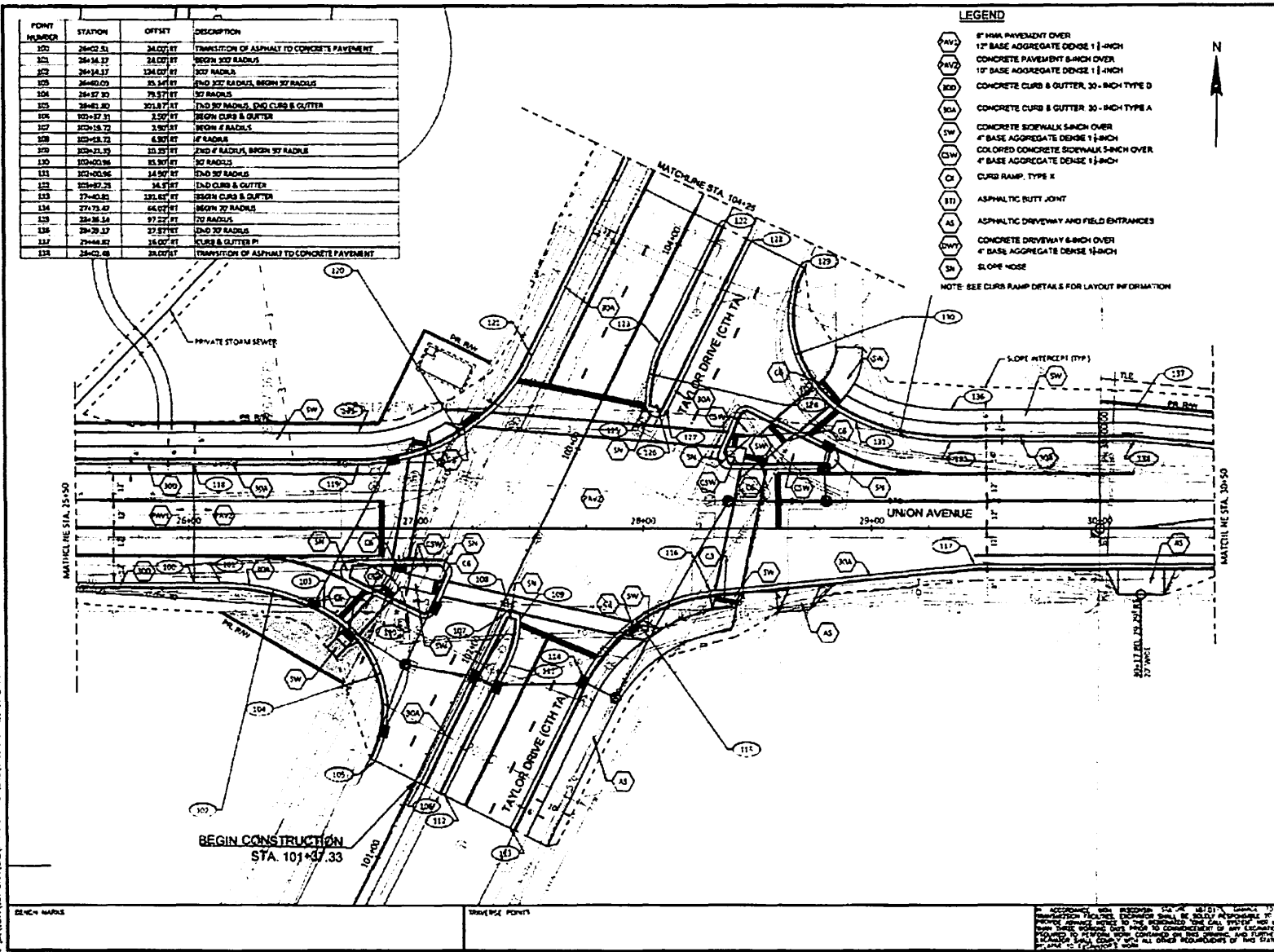
**Exhibit B**



DRIVEWAY TO  
GARAGE

<b>C1.1</b> <small>DATE: 08/11/2010</small> <small>SCALE: 1/8" = 1'-0"</small> <small>PROJECT: ACUITY</small> <small>CLIENT: ACUITY</small> <small>LOCATION: 2800 S TAYLOR DRIVE, SHERBOGN, WI 53081</small>	<small>NOT FOR CONSTRUCTION</small>	<p>DRIVEWAY MODIFICATIONS FOR:  <b>ACUITY</b>          2800 S TAYLOR DRIVE • SHERBOGN, WI 53081</p>	<p><b>EXCEL</b>  <small>LANDSCAPE ARCHITECTS</small>  <small>1000 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233</small>  <small>TEL: 414.224.2200</small>  <small>WWW.EXCEL-LSA.COM</small></p>
	<p><b>PRELIMINARY</b></p>	<p><b>DATE:</b> 08/11/2010  <b>SCALE:</b> 1/8" = 1'-0"  <b>PROJECT:</b> ACUITY  <b>CLIENT:</b> ACUITY  <b>LOCATION:</b> 2800 S TAYLOR DRIVE, SHERBOGN, WI 53081</p>	<p><b>DESIGNED BY:</b> [Name]  <b>CHECKED BY:</b> [Name]  <b>DATE:</b> 08/11/2010</p>

**Exhibit C**



POINT NUMBER	STATION	OFFSET	DESCRIPTION
102	28+02.81	34.00 FT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT
103	28+14.17	24.00 FT	BEGIN 30' RADIUS
104	28+14.17	124.00 FT	30' RADIUS
105	28+40.09	85.54 FT	END 30' RADIUS, BEGIN 90' RADIUS
106	28+57.82	78.87 FT	90' RADIUS
107	28+81.80	201.87 FT	END 90' RADIUS, END CURB & GUTTER
108	102+37.31	2.50 FT	BEGIN CURB & GUTTER
109	102+18.72	2.50 FT	BEGIN 4' RADIUS
110	102+18.72	6.80 FT	4' RADIUS
111	102+21.19	11.10 FT	END 4' RADIUS, BEGIN 90' RADIUS
112	102+40.96	85.90 FT	90' RADIUS
113	102+00.96	34.90 FT	END 90' RADIUS
114	102+47.28	34.87 FT	END CURB & GUTTER
115	27+40.81	191.87 FT	BEGIN CURB & GUTTER
116	27+73.47	66.07 FT	BEGIN 20' RADIUS
117	28+36.58	97.27 FT	20' RADIUS
118	28+39.17	27.87 FT	END 20' RADIUS
119	28+46.82	16.00 FT	CURB & GUTTER P
120	28+02.68	28.00 FT	TRANSITION OF ASPHALT TO CONCRETE PAVEMENT

- LEGEND**
- PAV1 6" HMA PAVEMENT OVER
  - PAV2 12" BASE AGGREGATE DENSE 1 1/2-INCH
  - PAV3 CONCRETE PAVEMENT 8-INCH OVER
  - CON1 CONCRETE CURB & GUTTER, 30-INCH TYPE D
  - CON2 CONCRETE CURB & GUTTER, 30-INCH TYPE A
  - CON3 CONCRETE SIDEWALK 5-INCH OVER
  - CON4 4" BASE AGGREGATE DENSE 1 1/2-INCH
  - CON5 COLORED CONCRETE SIDEWALK 5-INCH OVER
  - CON6 4" BASE AGGREGATE DENSE 1 1/2-INCH
  - CR1 CURB RAMP, TYPE K
  - BIT1 ASPHALTIC BUTT JOINT
  - AS1 ASPHALTIC DRIVEWAY AND FIELD ENTRANCES
  - DW1 CONCRETE DRIVEWAY 6-INCH OVER
  - DW2 4" BASE AGGREGATE DENSE 1 1/2-INCH
  - SH1 SLOPE HOSE
- NOTE: SEE CURB RAMP DETAILS FOR LAYOUT INFORMATION

2017-0154-01 (CON) TRANSPORTATION/ROADWAY/PAVEMENT PLAN (2017) 163\_P0.DWG  
 10/17/17  
 11:20:20

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GRAEF USA INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAEF USA INC.

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

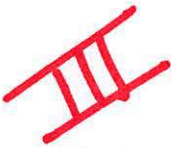
Your Committee to whom was referred DIRECT REFERRAL Res. No. 54-20-21 by Alderpersons Donohue and Bohren resolving support of Federal Economic Stimulus Investments Water Restoration Priorities for Great Lakes Coastal Communities; recommends adopting the Resolution and directing the City Clerk to send copies to the Congressional Representative and United States Senators representing the City of Sheboygan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 54 - 20 - 21. By Alderpersons Donohue and Bohren. July 13, 2020.

A RESOLUTION in support of Federal Economic Stimulus Investments in Water Restoration Priorities for Great Lakes Coastal Communities.

WHEREAS, the COVID-19 pandemic has devastated the economy of the City of Sheboygan, with additional expenses and ongoing diminished revenues to state and municipal governments likely to further constrain public services, prolong economic damage, and slow full recovery; and

WHEREAS, economists, business leaders and elected officials recognize the need for continued economic stimulus efforts to create jobs, generate long-term economic activity and accelerate the pace of recovery, particularly in hard-hit cities; and

WHEREAS, with nearly one-third of U.S. and Canadian economic activity centered in the Great Lakes region, its economic recovery can fuel the larger, national economic recovery; and

WHEREAS, investing in water infrastructure is one of the most cost-effective ways to stimulate economic activity, with every job added in the water and wastewater industry projected to create an additional 3.68 jobs in the national economy, and every million dollars in State Revolving Fund spending generating \$2.95 million in economic activity; and

WHEREAS, the Great Lakes states have identified more than \$12 billion in priority water infrastructure projects that are awaiting funding and are ready for implementation in 2020, including at least 39 projects in U.S. coastal communities that require \$465 million; and

WHEREAS, coastal communities across the Great Lakes region are heavily impacted by erosion, flooding and other effects from high lake levels and extreme weather events; and

WHEREAS, Great Lakes water levels are at all-time highs and are predicted to persist until the region experiences dry conditions for up to several years; and

WHEREAS, climate change is projected to bring more frequent severe storm events that will compound impacts from high water levels, with 100-year storm events already happening every 20 years, on average; and

WHEREAS, coastal communities in the U.S. and Canada have experienced more than \$500 million in damages over the past year and the U.S. members of the Great Lakes and St. Lawrence Cities Initiative have identified 14

FJP  
adopt

projects requiring approximately \$62 million to repair damage from, and build resilience to, coastal erosion, flooding and other impacts from high lake levels and climate change; and

WHEREAS, investments in resilience, mitigation and ecosystem restoration are estimated to return more than \$6.00 for every \$1.00 spent and create 39 jobs per \$1 million spent, and historically, every dollar spent on flood risk management by the Army Corps of Engineers has prevented nearly \$10 in damages; and

WHEREAS, the investments outlined above respond to well-documented needs, enjoy broad support and can be administered quickly through existing programs and swiftly generate job growth and new economic activity in our city and others across the eight-state Great Lakes region.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan joins with more than 100 mayors and other municipal leaders convened by the Great Lakes and St. Lawrence Cities Initiative to call for continued action to protect 20 percent of the world's fresh surface water and the drinking water source for 40 million people.

BE IT FURTHER RESOLVED: That the City of Sheboygan urges its U.S. Senators and Congressional representatives to support additional economic stimulus efforts focused on water resource priorities, including:

- \$20 billion over the next two years for the Clean Water and Drinking Water State Revolving Funds and other water infrastructure programs; and
- \$500 million for federal programs that enable states and local communities to safeguard coastal resources and mitigate future damage from erosion, flooding and severe storm events, including the Army Corps of Engineers Ecosystem Restoration authority; FEMA's Building Resilient Infrastructure and Communities and Flood Hazard Mitigation programs; and the National Coastal Resilience Fund and Resiliency and Habitat Grant Program.

BE IT FURTHER RESOLVED: That the citizens of the City of Sheboygan appreciate the federal support provided so far to respond to the COVID-19 pandemic and urge further action to ensure a quick and complete economic recovery while addressing urgent needs to rebuild our water infrastructure and protect our coastal areas.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.  
July 20, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 55-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Martens-Trilling True Value, Hardware Inc.; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 55 - 20 - 21. By Alderpersons Donohue and Bohren. July 13, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Martens-Trilling True Value, Hardware Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and Martens-Trilling True Value, Hardware Inc., a copy of which is attached hereto and incorporated herein.

*Exp  
adopt*

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON July 8, 2020 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~  
3 **GENERAL PROVISIONS** The Buyer, Martens-Trilling True Value, Hardware Inc. or assigns

4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] \_\_\_\_\_ Parcel #59281102670  
6 in the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Sheboygan \_\_\_\_\_, County of \_\_\_\_\_ Sheboygan \_\_\_\_\_, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Ten Thousand  
9 \_\_\_\_\_ Dollars (\$ 10,000.00 ).

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

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

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

17 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
18 \_\_\_\_\_

19 ~~CAUTION: Identify Fixtures that are on the Property (see lines 200-204) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.~~

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

23 ■ ZONING: Seller represents that the Property is zoned: Central Commercial District

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
29 or before July 31, 2020. Seller may keep the Property on the  
30 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

39 Seller's recipient for delivery (optional): Charles Adams, 828 Center Avenue Ste 210, Sheboygan, WI 53081  
40 Buyer's recipient for delivery (optional): Ryan J Zinkel, 909 N 8th St, Ste 100, Sheboygan, WI 53081  
41  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
42 Seller: ( 920 ) 459-3919 Buyer: ( 920 ) 458-5874

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

46  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
47 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.  
48 Delivery address for Seller: Charles Adams, 828 Center Avenue Ste 210, Sheboygan, WI 53081  
49 Delivery address for Buyer: Ryan J Zinkel, 909 N 8th St, Ste 100, Sheboygan, WI 53081

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

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

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

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

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

70 **CLOSING** This transaction is to be closed no later than October 16, 2020  
 71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

78  The net general real estate taxes for the preceding year, or the current year if available (Not general real estate  
 79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
 80 APPLIES IF NO BOX IS CHECKED)

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

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

84  \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 160 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEFINITIONS CONTINUED FROM PAGE 3**

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

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

308  
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

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

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

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

327 ~~ALL THAT APPLY~~:  conventional in-ground;  mound;  at-grade;  in-ground pressure distribution;  holding tank;  
328  other: \_\_\_\_\_

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

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

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

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

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other See lines 336-337 ~~CHECK ALL THAT APPLY~~, and delivering  
349 written notice to Seller if the item cannot be obtained, all within 90 days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

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

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

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

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

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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



ADDENDUM A  
TO THE  
WB-13 VACANT LAND OFFER TO PURCHASE

The following terms and provisions are incorporated into and made a part of the WB-13 Vacant Land Offer to Purchase (the Offer) dated July 8, 2020 between Martens-Trilling True Value Hardware Inc. or assigns (the Buyers) and City of Sheboygan (the Seller) for the Property known as parcel identification number 59281102670 in the City of Sheboygan, Sheboygan County, Wisconsin.

Buyer's obligation to conclude this transaction is contingent upon the matters set forth below being completed to the satisfaction of Buyer in Buyer's sole discretion.

1. **Approvals.** Buyer obtaining from private parties and any appropriate government or government agencies, in form and substance satisfactory to Buyer, all permits, approvals, easements and licenses necessary or desired for Buyer's proposed use of the Property including without limitation, conditional use, access, building or business permits; zoning or building code variances; access and utility easements; and any architectural, design or other necessary approvals of Buyer's project plans.

2. **Site Plan.** This offer is contingent upon the City of Sheboygan and all other governmental agencies providing written confirmation/approval of a design/site plan for a commercial storage building in a location consistent with all current applicable codes, setbacks, standards, and requirements, including without limitation general zoning ordinances, regulations, and statutes. If this contingency is not satisfied prior to closing, then Buyer, at Buyer's sole option, may give Seller written notice of the termination of this offer.

3. **Utilities.** Buyer determining that all necessary public utilities, including without limitation, sanitary and storm sewer, water, gas, electricity and telephone, are currently available for use at suitable locations and at sufficient capacity for Buyer's Use, and that such utilities and systems are in good condition and repair.

4. **Construction.** Buyer obtaining, at its own expense, inspection reports, surveys, engineering reports and such other tests and other information deemed appropriate by Buyer, from inspectors of Buyer's choice, which indicate to the satisfaction of Buyer that the Land is free from any defects or deficiencies in any part thereof and is suitable for development and construction.

5. **Environmental.** Sheboygan County will obtain a Phase I Environmental Survey Report (the "Phase I Report"), prepared by a qualified independent environmental engineering firm, conducted in accordance with ASTM Standard E1527-00. The Phase I Report shall include, but not be limited to, an evaluation of the extent of the presence of underground storage tanks, lead paint, asbestos, and other toxic or hazardous materials or substances present on, in, under or about the Property, and the Property's compliance with any and all applicable Environmental Laws. The Phase I Report shall identify the Buyer as a benefitted party of the report. If the Phase I Report is not acceptable to Buyer, then Buyer, at its option, may give Seller written notice of the termination of this offer.

6. **Conflicts.** In the event of any conflicts between the terms of the preprinted Vacant Land Offer to Purchase and this Addendum A, the terms of this Addendum A shall control. All capitalized terms used but not otherwise defined herein shall have the same meaning given such terms in the Offer.

7. **Counterparts; Facsimile; Signatures.** This Offer may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature appearing on this Offer or a signature on a PDF version (or any other format sent electronically) shall be given the same effect as if it were an original signature on an original Offer.

**II**

Gen. Ord. No. \_\_\_\_\_ - 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>
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A. CITY HALL DEPARTMENTS

5. Finance

**DELETE:**

Accounts Payable/Purchasing Asst.	F	1.0
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**ADD:**

Accountant III	M	1.0
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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.

F4P

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**II**

*Other Matters*

R. O. No. 39 - 20 - 21. By CITY CLERK. July 20, 2020.

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

\_\_\_\_\_  
City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2581	Bayer, Devin J.	515 S. 15 <sup>th</sup> Street
3286	De Luna Alberto, Manuel	1801 N. 10 <sup>th</sup> Street
3270	Gilbertson, Dylan D.	1216 N. 29 <sup>th</sup> Street
3265	Gulseth, Spencer M.	1422 N. 8 <sup>th</sup> Street, Manitowoc
3285	Heidemann, Gina A.	2510 N. 10 <sup>th</sup> 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 <sup>th</sup> Street Apt. 3
2522	Mercer, Betsy J.	1630 N. 7 <sup>th</sup> 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 <sup>th</sup> Street

CHANGE OF PREMISE

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

*AUPS*

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

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

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

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