

*****ATTACHMENTS*****

II

3.2

R. O. No. 230 - 18 - 19. By MAYOR. March 18, 2019.

Submitting a communication from Mayor Michael Vandersteen on behalf of the Great Lakes and St. Lawrence Cities Initiative requesting two of the City days for the 2019 Great Lakes and St. Lawrence Cities Initiative Annual Conference at Blue Harbor on June 6 and 7, 2019.

MAYOR MICHAEL VANDERSTEEN

Finance and Personnel

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 196 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 25, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan with regard to the property located at 2629 North 7th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan, in form substantially similar to the attached.

Finance and Personnel

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

**REDEVELOPMENT AGREEMENT
BETWEEN
ADVOCATE AURORA HEALTH, INC.
AND CITY OF SHEBOYGAN**

THIS AGREEMENT made as of the ____ day of _____, 2019, by and between Advocate Aurora Health, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204 (hereinafter "Aurora"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

Aurora, including its successors and assigns, intends to build and own a new regional medical office building/clinic and hospital facility on property in the Village of Kohler. The location of the new facility will impact and require the approval of other governmental jurisdictions, including the City. Additionally, related to building its new facility, Aurora intends to close its present medical facility, Aurora Memorial Medical Center ("Memorial Hospital"), located at 2629 N. 7th Street in the City of Sheboygan (the "Property"). Upon closing, Memorial Hospital will be demolished by Aurora and City and Aurora envision that the Property will be sold to a third party purchaser (the "Developer") and redeveloped by the Developer in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and oriented to small lot single family residential development.

Aurora desires to work with the City to finalize plans, obtain city approvals, demolish the Memorial Hospital building and related improvements, and work toward the future sale and third-party redevelopment of the Property.

It is in the mutual interest of all parties to proceed with this project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Redevelopment Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Aurora" means Advocate Aurora Health, Inc., its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc. and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns.

"Developer" IS the third-party purchaser, who buys the Property from Aurora in the future and redevelops the Property, in accordance with the terms of this Agreement.

"Project" means the demolition of all buildings on the Property by Aurora, the sale of the Property by Aurora to the Developer and the ultimate redevelopment of the Property by the Developer.

"Property" means the tax parcel 59281-007700, legally described as:

All of Block 1 of Gottsacker & Burkarts Boulevard Subdivision; Also part of Lots 17 & 18 of Bates Addition described as: Commencing at the southwest corner of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence S 82.50' along The east line Of North 7th Street, thence east 198.00' to the northeast corner Of Herr & Hammes Subdivision, thence south 226.40', thence west 191.50' to the west Line Of North 6th Street, thence north 308.90' along said west line to the southeast corner Of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence west 388.00' to the point of beginning; also Lots 10, 11, 12, 13, 14,

15, and 16 of Herr & Hammes Subdivision and all of the vacated north-south alley adjacent to said lots; also Lots 1, 2, 3, 4, 5, 6, 7, 30, 31, and 32 of Block 1, all in Assessment Subdivision No. 14.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of demolition of all buildings on the Property by Aurora, the sale of the Property by Aurora to the Developer, and the ultimate redevelopment of the Property by the Developer in a manner consistent with the surrounding neighborhood (a neighborhood residential district zoned NR-6) and oriented to small lot single family residential development.

ARTICLE III. UNDERTAKINGS OF AURORA

3.1 Demolition. Aurora shall commence demolition of all buildings and improvements on the Property of the improvements set forth above within thirty-six (36) months after issuance of any occupancy permit for the new facility located in the Village of Kohler and no later than sixty (60) months after the execution of this Agreement, and substantially complete demolition and restoration of the site to a flat, dust-free environment within six (6) additional months thereafter, and in compliance with state law and local ordinances, including but not limited to Sec. 26-40, Sheboygan Municipal Code, related to Land Reconstruction.

3.2 Failure to Demolish.

a) Liquidated Damages. Aurora agrees should it fail to commence and/or complete demolition pursuant to the provisions of ¶3.1, above, Aurora shall pay to the City the sum of seventy dollars (\$70.00) per day for each of the first 365 calendar days and three hundred fifty dollars (\$350.00) per day for each day thereafter; said amount shall be paid as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay, including damages not only to the City as such, but to the general public and to the neighborhood), commencing from the time stipulated for completion until such work is satisfactorily completed and accepted.

b) City May Demolish. In addition to receiving liquidated damages, should Aurora fail to commence and/or complete and/or complete demolition pursuant to the provisions of

¶3.1, above, the City shall have the right, upon thirty days written notice, to enter on to the property and proceed to raze the building through any available public agency or by contract or arrangement with private persons. In addition to all liquidated damages up to the date the property is razed and brought to a flat, dust-free environment Aurora shall pay the entire cost to the City of razing the building, plus a 30% surcharge.

c) Payments: All payments to be made by Aurora shall be paid within thirty days of written notice from the City. Liquidated damages will be billed at least annually, but not more than monthly.

3.3 Neighborhood Communication. Aurora shall regularly communicate with and be responsive to the concerns of the residents of the surrounding neighborhood regarding the demolition and the third-party redevelopment of the Property. In addition to general public relations activities regarding the Project, Aurora shall engage in the following activities designed to foster communication with the neighbors of the Project:

a) A representative of Aurora shall regularly attend all meetings of the Memorial Neighborhood Association and be available to answer basic questions and address neighborhood concerns about the Project until demolition and sale of the Property is complete.

b) Aurora shall, within twelve months of the date of this agreement, conduct at least three public meetings at which it will provide details about its plans and timeline for demolition on the Property, address neighborhood concerns about said demolition, require the Developer to solicit and receive neighborhood input about the anticipated redevelopment of the Property and to provide information about the general parameters of the redevelopment. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

c) Beginning twelve months after the date of the agreement, and continuing until demolition and sale of the Property is complete, Aurora shall hold at least one public

meeting per year at which it provides updates about the Project and address neighborhood concerns about the Project. Aurora shall further require the Developer to hold similar meetings until the redevelopment is complete. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

3.4 Compliance with Codes, Plans and Specifications, Etc.

All activity upon and uses of the Property, including demolition and subsequent third-party development and construction of building(s) and other improvements to be constructed upon the Property shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Aurora shall be in accordance with all applicable City codes and ordinances and other applicable laws and regulations. All redevelopment work done by the Developer shall also be in accordance with all applicable City codes and ordinances and other applicable laws and regulations, as well as plans and specifications approved by the City in advance of any redevelopment work. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Aurora and/or the Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by Aurora and/or the Developer and required for the Project in a reasonably prompt manner.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF AURORA

Aurora makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with Aurora and granting all approvals, permits and licenses for the Project.

(A) Aurora is a duly organized and existing Delaware corporation, which is qualified to do business in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Aurora, and as necessary its affiliates, and no other or further acts or proceedings of Aurora are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Aurora and constitute the legal, valid and binding agreement and obligation of Aurora, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Aurora, threatened against Aurora that may in any way jeopardize the ability of Aurora to perform its obligations hereunder.

ARTICLE V. THIRD PARTY REDEVELOPMENT

The City acknowledges and agrees that Aurora does not intend to redevelop the Property itself, but rather, either before or after demolition, shall sell the Property to the Developer, who shall be approved in writing by the City prior to the Property transfer. Such approval shall not be unreasonably withheld, conditioned or delayed by the City. The Developer shall be contractually required by Aurora in the Property purchase agreement to assume and be bound by all obligations of Aurora pursuant to this Agreement, to the extent that any such obligation has not been previously fulfilled by Aurora. Provided that Aurora contractually imposes such requirements on the Developer and the City approves the Developer before the Property transfer, the City further acknowledges and agrees that Aurora shall have no obligation or liability to the City for any breach of or non-compliance with this Agreement by the Developer after the sale of the Property.

ARTICLE VI. INDEMNIFICATION OF THE CITY

Aurora hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the Aurora's performance of its portion of the Project. Aurora will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of Aurora (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby, or the demolition of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE VII. ADDITIONAL PROVISIONS

7.1 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

7.2 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Aurora to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

7.4 No Assignment. Aurora may not assign its rights in this Agreement without the express prior written consent of the City.

7.5 Agreement to Pay Attorneys' Fees and Expenses. Should Aurora default on this agreement and the City either employs attorneys or incurs other expenses to exercise rights it may have under this agreement, Aurora shall, on demand thereof, pay the City the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

7.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

7.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City Administrator
 City of Sheboygan, Wisconsin
 828 Center Ave.
 Sheboygan, WI 53081

with a copy to: City Attorney
 City of Sheboygan, Wisconsin
 828 Center Ave.
 Sheboygan, WI 53081

To Aurora:

7.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Aurora and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

7.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

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**SIGNATURE PAGE FOR
REDEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

ADVOCATE AURORA HEALTH, INC.

BY: _____

ATTEST: _____

This document authorized by and in accordance with Res. No.
_____-18 - 19

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O No. 232-18-19: Communication from Harbor Centre Business Improvement District requesting the City of Sheboygan release all funds collected on their behalf and those funds allocated to them in Fiscal 2019.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 21, 2019

MEETING DATE: March 25, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan as part of the real estate tax collection collects the special assessment charges for properties located within the Business Improvement District boundaries. On a yearly basis, Harbor Centre Business Improvement District requests the City release the funds collected on their behalf to be used for their operating budget.

STAFF COMMENTS:

City staff works closely with Harbor Centre on a number of downtown projects and supports their efforts.

ACTION REQUESTED:

Motion to recommend the Common Council R.O. No. 232-18-19 releasing Harbor Centre Business Improvement District funds for fiscal year 2019.

ATTACHMENTS:

- I. R.O. No. 232-18-19

II

3.4

R. O. No. 232 - 18 - 19. By CITY CLERK. March 18, 2019.

Submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2019.

CITY CLERK

Finance and Personnel



March 14, 2019

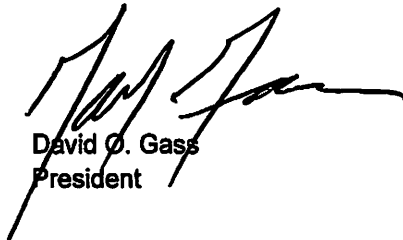
Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2019.

Thank you for your help in this matter.

Sincerely,



David O. Gass
President



John Motiska
Executive Director



MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5000130_Q-1

Agent Pallin Allen

Named Insured and Principal Address:

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4497

Contact:

Marty Halverson
920-459-3882

Policy Period: 12:01 am 06/01/2019 to 06/01/2020

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	214,026,961	0.0537	114,928
Contractors Equipment	1,000	6,515,257	0.192	12,509
Contractors Equipment valued under \$25,000	1,000	791,087	N/A	0
Monies & Securities	1,000	17,000	0.50	85
Pier and Wharf Limited Coverage		6,716	0.40	50
Specific Limit Coverage	5,000	100,000	0.0724	72
Vacancy Permit	5,000	285,000	0.029	83
Total Annual Premium				\$127,727

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.



DECLARATIONS

Policy # 5000130_Q-1

Replaces Policy # 240090

Agent Pallin Allen

Item I. Named Insured and Principal Address: Contact:
 City of Sheboygan Marty Halverson
 828 Center Avenue 920-459-3882
 Sheboygan, WI 53081-4497

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 06/01/2019, and expires at 12:01 A.M., 06/01/2020.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	214,026,961	0.0537	114,928
Contractors Equipment	1,000	6,515,257	0.192	12,509
Contractors Equipment valued under \$25,000	1,000	791,087	N/A	0
Monies & Securities Schedule Attached	1,000	17,000	0.50	85
Pier and Wharf Limited Coverage Schedule Attached		6,716	0.40	50
Specific Limit Coverage Schedule Attached	5,000	100,000	0.0724	72
Vacancy Permit Schedule Attached	5,000	285,000	0.029	83
Total Annual Premium		\$127,727	Billed to Insured	

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form	Edition Date	Description
MPIC-001	01-2019	Municipal Property Insurance Company Policy
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open
MPIC-103	06-2016	Specific Limit Endorsement

MPIC-104	06-2016	Vacancy Permit
MPIC-201	06-2016	Monies & Securities Endorsement
MPIC-204	09-2018	Pier and Wharf Limited Coverage Endorsement
MPIC-300	01-2018	Contractor's Equipment Endorsement
MPIC-500	06-2016	Joint Loss Agreement Endorsement
MPIC-502	06-2016	Cap on Losses From Certified Acts of Terrorism
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	01-2019	Leased Property Coverage

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Monies & Securities		
City Hall		17,000
		17,000
Pier and Wharf Limited Coverage		
HARBOR CENTRE MARINA - FLOATING DOCK		6,716
		6,716
Vacancy Permit		
Social Security Building - Vacancy Permit		285,000
		285,000
Specific Limit Coverage		
1920 Stahl Rd., Sheboygan, WI 53081 - Poth Farm		100,000
		100,000

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
1 CITY HALL							
	1	CITY HALL 828 Center Avenue Sheboygan WI 53081	1914	4	25,774	\$11,440,000	\$1,799,965
	2	CITY HALL GARAGE 828 CENTER AVENUE Sheboygan WI 53081	1914	1	6,238	\$368,022	\$185,985
	3	POLICE GARAGE 1315 North 23rd Street Sheboygan WI 53081	2008	1	10,719	\$702,860	\$474,767
	4	POLICE STATION 1211 N 23rd Street Sheboygan WI 53081	2008	1	33,746	\$7,272,072	\$1,588,204
		Property in the open					\$12,913
		CITY HALL (1) Total				\$19,782,954	\$4,061,834
2 FIRE ENGINE HOUSE 1							
	1	FIRE ENGINE HOUSE 1 833 New York Avenue Sheboygan WI 53081	1907	2	13,664	\$2,818,716	\$264,700
		FIRE ENGINE HOUSE 1 (2) Total				\$2,818,716	\$264,700
3 FIRE ENGINE HOUSE 2							
	1	FIRE ENGINE HOUSE 2 2413 South 18th Street Sheboygan WI 53081	1960	1	6,605	\$1,386,495	\$423,521
		FIRE ENGINE HOUSE 2 (3) Total				\$1,386,495	\$423,521
4 FIRE ENGINE HOUSE 3							
	1	FIRE ENGINE HOUSE 3 1326 N. 25th Street Sheboygan WI 53081	1971	2	33,077	\$6,439,687	\$1,588,204
	2	TRAINING FACILITY 1326 NORTH 25TH STREET Sheboygan WI 53081	2000	1	3,100	\$372,953	\$0
		Property in the open					\$809
		FIRE ENGINE HOUSE 3 (4) Total				\$6,812,640	\$1,589,013
5 FIRE STATION # 5							
	1	FIRE STATION # 5 4504 SOUTH 18TH STREET Sheboygan WI 53081	2006	1	7,005	\$850,965	\$308,035
		FIRE STATION # 5 (5) Total				\$850,965	\$308,035
6 PLAZA 8 FOUNTAIN							
	1	PLAZA 8 FOUNTAIN 700 BLOCK OF 8TH	1975	1	540	\$72,454	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Sheboygan WI 53081					
		PLAZA 8 FOUNTAIN (6) Total				\$72,454	\$0
7		<i>FOUNTAIN PARK</i>					
	1	FOUNTAIN PARK BANDSHELL ERIE AVENUE AND NORTH 9TH STREET Sheboygan WI 53081	1915	1	2,246	\$368,022	\$11,088
	2	FOUNTAIN PARK FOUNTAIN ERIE AVENUE AND NORTH 9TH STREET Sheboygan WI 53081	1915	1	84	\$48,303	\$1,756
		FOUNTAIN PARK (7) Total				\$416,325	\$12,844
8		<i>END PARK</i>					
	1	COMFORT STATION 13TH STREET AND LOS ANGELES AVENUE Sheboygan WI 53081	2003	1	513	\$186,841	\$2,609
	2	SHELTER 13TH AND LOS ANGELES AVENUE Sheboygan WI 53081	2005	1	1,140	\$143,627	\$1,789
		END PARK (8) Total				\$330,468	\$4,398
9		<i>ROOSEVELT PARK</i>					
	1	LIGHT CONTROL HOUSE S. 11TH ST & MEAD AVENUE Sheboygan WI 53081	1980	1	80	\$12,077	\$872
	2	SHELTER HOUSE SOUTH 12TH & MEAD AVENUE Sheboygan WI 53081	1980	1	2,040	\$274,069	\$20,101
		Property in the open					\$865,287
		ROOSEVELT PARK (9) Total				\$286,146	\$886,260
10		<i>COLE PARK</i>					
	1	COMFORT STATION NORTH 4TH AND NORTH 3RD STREET Sheboygan WI 53081	1980	1	408	\$57,179	\$2,182
		COLE PARK (10) Total				\$57,179	\$2,182
11		<i>DELAND PARK</i>					
	1	BEACH HOUSE 825 BROUGHTON DRIVE Sheboygan WI 53081	1985	1	4,831	\$838,053	\$21,096
	2	FISH CLEANING STATION/COMFORT BROUGHTON DRIVE	1980	1	801	\$125,421	\$4,585

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Sheboygan WI 53081					
	3	GROUP PICNIC SHELTER 833 BROUGHTON DRIVE Sheboygan WI 53081	1985	1	648	\$73,799	\$9,245
	4	SOUTH SHELTER - DELAND HOME BROUGHTON DRIVE Sheboygan WI 53081	1920	1	1,320	\$184,242	\$22,638
		Property in the open					\$788,147
		DELAND PARK (11) Total				\$1,221,515	\$845,711
12		KING PARK					
	1	PARK PAVILION 1601 S 7TH ST Sheboygan WI 53081	2009	1	1,900	\$734,594	\$7,616
	2	SHELTER LAKESHORE DR AND BROADWAY Sheboygan WI 53081	1934	1	913	\$126,970	\$4,147
		KING PARK (12) Total				\$861,564	\$11,763
13		VOLLRATH PARK					
	1	COMFORT STATION PARK AVENUE AND 2ND STREET Sheboygan WI 53081	1980	1	1,485	\$196,950	\$2,402
	2	CONCESSION STAND PARK AVENUE AND NORTH 2ND STREET Sheboygan WI 53081	1980	1	500	\$36,530	\$9,732
	3	ELECTRIC SWITCH HOUSE PARK AVENUE AND 2ND STREET Sheboygan WI 53081	1980	1	100	\$15,174	\$1,316
		Property in the open					\$1,205,979
		VOLLRATH PARK (13) Total				\$248,654	\$1,219,429
14		LAKE VIEW PARK					
	1	COMFORT STATION LAKESHORE DR AND SHOOTING PARKRD Sheboygan WI 53081	1980	1	560	\$76,235	\$3,057
	2	SHELTER HOUSE LAKESHORE DR AND SHOOTING PARKRD Sheboygan WI 53081	1912	1	1,176	\$162,007	\$5,240
		LAKE VIEW PARK (14) Total				\$238,242	\$8,297
15		EVERGREEN PARK					
	1	AREA #1 COMFORT STATION HIGHWAY 42	2001	1	1,500	\$307,387	\$0

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Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Sheboygan WI 53081					
	2	BAR STAND-AREA 1 HWY 42 Sheboygan WI 53081	1917	1	668	\$43,352	\$14,714
	3	COMFORT STATION AREA 2 HWY 42 Sheboygan WI 53081	1980	1	800	\$71,476	\$4,434
	4	COMFORT STATION AREA 4 & 5 HWY 42 Sheboygan WI 53081	1980	1	656	\$90,530	\$2,839
	5	COMFORT STATION/CONCESSION- ARE HWY 42 Sheboygan WI 53081	1974	1	481	\$66,707	\$2,662
	6	SHELTER HOUSE-AREA 5 HWY 42 Sheboygan WI 53081	1917	1	846	\$117,532	\$3,762
	7	TOOL HOUSE-AREA 1 HWY 42 Sheboygan WI 53081	1950	1	192	\$9,529	\$2,622
		Property in the open					\$31,857
		EVERGREEN PARK (15) Total				\$706,513	\$62,890
16		JAYCEE PARK					
	1	AREA #8 COMFORT STATION/SHELTER KIWANIS PARK DRIVE Sheboygan WI 53081	2000	1	720	\$193,423	\$0
	2	QUARRY BATH HOUSE BUS 42 N. AND CALUMET DRIVE Sheboygan WI 53081	1979	1	3,854	\$628,467	\$33,852
		Property in the open					\$807,449
		JAYCEE PARK (16) Total				\$821,890	\$841,301
17		KIWANIS PARK					
	1	COMFORT STATION KIWANIS PARK DRIVE Sheboygan WI 53081	1980	1	1,350	\$120,707	\$6,111
	2	CONCESSION STAND KIWANIS PARK DRIVE Sheboygan WI 53081	1980	1	558	\$41,295	\$11,883
	3	FIELD HOUSE KIWANIS PARK DRIVE Sheboygan WI 53081	1924	1	4,680	\$782,043	\$101,872
	4	SHELTER HOUSE UNION AVENUE AND SOUTH 22ND	1946	1	1,133	\$184,643	\$24,372

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		ST Sheboygan WI 53081 Property in the open					\$22,472
		KIWANIS PARK (17) Total				\$1,128,688	\$166,710
18		MUNICIPAL SERVICE SITE					
	1	MUNICIPAL SERVICE BUILDING 2026 New Jersey Avenue Sheboygan WI 53081	1965	1	125,346	\$16,796,444	\$3,705,811
	2	POLICE IMPOUND GARAGE 2026 NEW JERSEY AVENUE Sheboygan WI 53081	1990	1	5,400	\$356,668	\$22,969
		MUNICIPAL SERVICE SITE (18) Total				\$17,153,112	\$3,728,780
19		MUNICIPAL ARMORY					
	1	MUNICIPAL ARMORY 516 Broughton Drive Sheboygan WI 53081	1920	2	47,900	\$9,346,458	\$635,281
		MUNICIPAL ARMORY (19) Total				\$9,346,458	\$635,281
20		CLEVELAND PARK					
	1	Park Open Pavilion 2321 Geele Ave Sheboygan WI 53081	2013	1	864	\$74,204	\$10,928
	2	Restroom Facility 2321 Geele Ave Sheboygan WI 53081	2013	1	420	\$79,461	\$6,072
	3	SHELTER HOUSE NORTH 25TH AND GEELE AVENUE Sheboygan WI 53081 Property in the open	1956	1	1,128	\$157,237	\$6,422 \$7,747
		CLEVELAND PARK (20) Total				\$310,902	\$31,169
21		WILDWOOD BASEBALL COMPLEX					
	1	COMFORT STATION 22ND & NEW JERSEY Sheboygan WI 53081	1980	1	897	\$115,949	\$5,091
	2	Concessions, Rest Room Building 2328 Wildwood Ave Sheboygan WI 53081	1981	0	520	\$60,676	\$0
	3	Dugout 2328 Wildwood Ave Sheboygan WI 53081	2011	1	250	\$33,977	\$0
	4	Dugout 2328 Wildwood Ave Sheboygan WI 53081	2011	1	250	\$33,977	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	5	GARAGE 2328 Wildwood Ave Sheboygan WI 53081	1970	1	520	\$19,059	\$2,842
	6	Garage 2328 Wildwood Ave Sheboygan WI 53081	2000	1	484	\$12,135	\$0
	7	Pavillion 2328 Wildwood Ave Sheboygan WI 53081	1990	1	400	\$2,427	\$0
	8	Press Box/Skybox 2328 Wildwood Ave Sheboygan WI 53081	1997	2	1,280	\$182,030	\$0
	9	Storage Shed 2328 Wildwood Ave Sheboygan WI 53081	1998	1	96	\$2,427	\$0
		Property in the open					\$372,895
		WILDWOOD BASEBALL COMPLEX (21) Total				\$462,657	\$380,828
22		NELESEN'S FISH					
	1	NELESEN'S FISH 715 S FRANKLIN Sheboygan WI 53081	1948	1	1,250	\$55,589	\$0
		NELESEN'S FISH (22) Total				\$55,589	\$0
23		ROTARY RIVERVIEW PARK					
	1	COMFORT STATION FRANKLIN STREET Sheboygan WI 53081	1980	1	400	\$60,387	\$2,182
		Property in the open					\$303,709
		ROTARY RIVERVIEW PARK (23) Total				\$60,387	\$305,891
24		WILDWOOD CEMETERY					
	1	GARAGE WILDWOOD AVENUE Sheboygan WI 53081	1920	1	1,920	\$96,003	\$61,941
	2	STORAGE BUILDING EVANS AVENUE Sheboygan WI 53081	1980	1	1,071	\$58,839	\$14,756
		WILDWOOD CEMETERY (24) Total				\$154,842	\$76,697
25		MAYWOOD					
	1	BARN 3615 MUELLER ROAD Sheboygan WI 53081	1950	1	1,500	\$111,181	\$20,767
	2	EQUIPMENT SHED	1980	1	556	\$71,476	\$7,651

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		3615 MUELLER ROAD Sheboygan WI 53081					
	3	EQUIPMENT SHED 3615 MUELLER ROAD Sheboygan WI 53081	1980	1	945	\$47,646	\$13,116
	4	GARAGE 3615 MUELLER ROAD Sheboygan WI 53081	1974	1	1,200	\$63,532	\$38,290
	5	GARAGE 3615 MUELLER ROAD Sheboygan WI 53081	1974	1	712	\$36,530	\$10,098
	6	STORAGE BUILDING 3615 MUELLER ROAD Sheboygan WI 53081	1980	1	3,360	\$171,537	\$47,196
		MAYWOOD (25) Total				\$501,902	\$137,118
26		MEAD PUBLIC LIBRARY					
	1	SHEBOYGAN PUBLIC LIBRARY 710 Plaza 8 Sheboygan WI 53081	1975	3	49,031	\$11,967,951	\$9,529,228
		Property in the open					\$40,966
		MEAD PUBLIC LIBRARY (26) Total				\$11,967,951	\$9,570,194
27		BUS TERMINAL					
	1	BUS TERMINAL 608 South Commerce Street Sheboygan WI 53081	1975	1	40,734	\$6,106,351	\$847,042
		Property in the open					\$1,218,972
		BUS TERMINAL (27) Total				\$6,106,351	\$2,066,014
28		ENVIRONMENTAL CENTER					
	1	MAYWOOD 3615 MUELLER ROAD Sheboygan WI 53081	1974	1	3,772	\$333,540	\$68,359
	2	MAYWOOD WITH ADDITION 3615 Mueller Road Sheboygan WI 53081	2006	2	11,648	\$2,295,583	\$264,700
		Property in the open					\$3,662
		ENVIRONMENTAL CENTER (28) Total				\$2,629,123	\$336,721
29		NORTH SIDE PUMP STATION					
	1	NORTHSIDE PUMP STATION NORTH 3RD & BLACKSTOCK Sheboygan WI 53081	1970	1	150	\$20,841	\$152,848
		NORTH SIDE PUMP STATION (29) Total				\$20,841	\$152,848

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
30		<i>SOUTH SIDE PUMP STATION</i>					
	1	SOUTHSIDE PUMP STATION 1218 SOUTH 7TH STREET Sheboygan WI 53081	1950	1	7,500	\$473,172	\$563,351
		SOUTH SIDE PUMP STATION (30) Total				\$473,172	\$563,351
31		<i>FIRE DEPARTMENT</i>					
	1	FIRE DEPARTMENT #4 2622 N. 15th Street Sheboygan WI 53081	1988	2	8,726	\$1,753,143	\$476,461
		FIRE DEPARTMENT (31) Total				\$1,753,143	\$476,461
32		<i>WASTE WATER TREATMENT PLANT</i>					
	1	ADMINISTRATION BUILDING 3333 LAKESHORE DRIVE Sheboygan WI 53081	1980	1	19,575	\$2,135,945	\$409,528
	2	CHEMICAL STORAGE BUILDING 3333 LAKESHORE DRIVE Sheboygan WI 53081	1980	1	20,000	\$2,208,634	\$80,297
	3	PUMP STATION 3333 LAKESHORE DRIVE Sheboygan WI 53081	1980	1	10,800	\$1,215,559	\$1,860,023
	4	SOLIDS HANDLING BUILDING 3333 LAKESHORE DRIVE Sheboygan WI 53081	1980	1	3,096	\$374,123	\$17,756
	5	WASTEWATER TREATMENT PROCESS N3333 LAKESHORE DRIVE Sheboygan WI 53081 Property in the open	2006	0	0	\$75,206,567	\$0 \$1,685,881
		WASTE WATER TREATMENT PLANT (32) Total				\$81,140,828	\$4,053,485
33		<i>YOUTH BOATING FACILITY</i>					
	1	YOUTH BOATING FACILITY 619 BROUGHTON DRIVE Sheboygan WI 53081	2004	1	1,780	\$287,598	\$6,947
		YOUTH BOATING FACILITY (33) Total				\$287,598	\$6,947
34		<i>HARBOR CENTRE MARINA</i>					
	1	ADMINISTRATION BUILDING 821 Broughton Drive Sheboygan WI 53081	2004	2	11,322	\$1,951,002	\$137,644
	2	FUEL ATTENDANT'S BUILDING	2004	1	780	\$123,355	\$55,617

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		821 BROUGHTON DRIVE Sheboygan WI 53081					
		Property in the open					\$6,716
		HARBOR CENTRE MARINA (34)				\$2,074,357	\$199,977
		Total					
35		<i>DELAND PARK COMMUNITY CENTER</i>					
	1	DELAND PARK COMMUNITY CENTER 901 BROUGHTON DRIVE Sheboygan WI 53081	1994	1	2,481	\$531,305	\$24,507
		DELAND PARK COMMUNITY CENTER (35) Total				\$531,305	\$24,507
36		<i>SENIOR CENTER</i>					
	1	SENIOR CENTER 428 Wisconsin Ave. Sheboygan WI 53081	1969	1	14,346	\$2,387,882	\$211,760
		SENIOR CENTER (36) Total				\$2,387,882	\$211,760
37		<i>LIFT STATION INDIANA AVE.</i>					
	1	INDIANA AVE. LIFT STATION 2827 INDIANA AVENUE Sheboygan WI 53081	1997	1	648	\$752,322	\$648,941
		LIFT STATION INDIANA AVE. (37) Total				\$752,322	\$648,941
38		<i>LIFT STATION 29TH & GEELE</i>					
		Property in the open					\$281,111
		LIFT STATION 29TH & GEELE (38) Total				\$0	\$281,111
39		<i>POTH FARM</i>					
	1	POTH FARM 1920 STAHL ROAD Sheboygan WI 53081	1900	2	2,500	\$332,118	\$0
		POTH FARM (39) Total				\$332,118	\$0
40		<i>FISH CLEANING STATION/RESTROOMS</i>					
	1	FISH CLEANING STATION / RESTROOM SOUTH PIER DRIVE Sheboygan WI 53081	2005	1	1,262	\$390,468	\$5,942
		FISH CLEANING STATION/RESTROOMS (40) Total				\$390,468	\$5,942
41		<i>SHERIDAN PARK</i>					

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
		Property in the open					\$178,367
		SHERIDAN PARK (41) Total				\$0	\$178,367
42		VETERANS PARK					
	1	Park Open Pavilion 2220 Union Ave Sheboygan WI 53081	2013	1	864	\$51,944	\$10,928
	2	Rest Room facilities 2220 Union Ave Sheboygan WI 53081	2013	1	480	\$89,664	\$6,072
		VETERANS PARK (42) Total				\$141,608	\$17,000
43		OPTIMIST PARK					
	1	Park Open Pavilion 2004 Carmen Ave Sheboygan WI 53081	2013	1	864	\$51,944	\$10,928
	2	Restroom Facility 2004 Carmen Ave Sheboygan WI 53081	2013	1	420	\$80,388	\$6,072
		OPTIMIST PARK (43) Total				\$132,332	\$17,000
44		VOIGHT PARK					
		Property in the open					\$27,021
		VOIGHT PARK (44) Total				\$0	\$27,021
45		Sports Complex (Butzen Estate)					
	1	Farmstead Garage 3936 S Business Dr Sheboygan WI 53081	1890	1	548	\$13,082	\$0
	2	Garage [1B] 3936 S Business Dr Sheboygan WI 53081	1960	1	507	\$11,892	\$0
	3	House 3936 S Business Dr Sheboygan WI 53081	1960	1	1,194	\$106,439	\$5,935
	4	Original Farm Home 3936 S Business Dr Sheboygan WI 53081	1890	2	1,131	\$101,088	\$0
	5	Pole Barn 3936 S Business Dr Sheboygan WI 53081	1970	1	786	\$23,784	\$0
	6	Storage Shed 3936 S Business Dr Sheboygan WI 53081	1900	1	726	\$8,920	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 214,026,961

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
	7	SUMMER KITCHEN 3936 S Business Dr Sheboygan WI 53081	1920	1	250	\$5,946	\$0
		Sports Complex (Butzen Estate)				\$271,151	\$5,935
		(45) Total					
46		999 PITO THROUGHOUT / CE					
		Property in the open					\$1,284,802
		999 PITO THROUGHOUT / CE (46)				\$0	\$1,284,802
		Total					
47		PARK CE					
		Property in the open					\$117,718
		PARK CE (47) Total				\$0	\$117,718
48		Social Security Building					
	1	Social Security Building (vacant) 606 N 9th St Sheboygan WI 53081	0	0	0	\$296,400	\$0
		Social Security Building (48) Total				\$296,400	\$0
		Building Subtotal					\$177,776,207
		Contents Subtotal					\$26,986,274
		Property in the Open Subtotal					\$9,264,480
		Building, Contents and PITO Total					\$214,026,961

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	New Cost of Replacement
1 CITY HALL		
	COMMUNICATIONS TOWER	\$12,913
	CITY HALL (1) TOTAL	\$12,913
4 FIRE ENGINE HOUSE 3		
	LADDER,HORIZONTAL	\$809
	FIRE ENGINE HOUSE 3 (4) TOTAL	\$809
9 ROOSEVELT PARK		
	PLAYSTRUCTURE,WOOD LRG	\$503,673
	TENNIS COURT,TWO	\$361,614
	ROOSEVELT PARK (9) TOTAL	\$865,287
11 DELAND PARK		
	BENCHES	\$12,431
	PLAYSTRUCTURE	\$28,337
	STAGING	\$47,094
	TENNIS COURT,FOUR	\$77,488
	BOUNCER,ANIMAL	\$1,612
	CONTROL GATE	\$40,425
	OUTDOOR LIGHTING	\$423,378
	PICNIC PAVILION	\$22,472
	PICNIC SHELTERS	\$25,525
	PICNIC SHELTERS	\$25,525
	PICNIC TABLES	\$22,617
	PLAYSTRUCTURE	\$61,244
	DELAND PARK (11) TOTAL	\$788,147
13 VOLLRATH PARK		
	GOAL,BASKETBALL DOUBLE	\$16,141
	Nucleus Play Structure	\$34,742
	OUTDOOR LIGHTING	\$1,132,623
	PICNIC PAVILION	\$22,472
	VOLLRATH PARK (13) TOTAL	\$1,205,979
15 EVERGREEN PARK		
	PICNIC PAVILION	\$22,472
	PLAYGROUND EQUIPMENT TRI ACTIVE	\$9,385
	EVERGREEN PARK (15) TOTAL	\$31,857
16 JAYCEE PARK		
	RETAINING WALL	\$770,537
	RUNNING TRACKS - VITA COURSE	\$36,912
	JAYCEE PARK (16) TOTAL	\$807,449
17 KIWANIS PARK		

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	New Cost of Replacement
	PICNIC PAVILION	\$22,472
	KIWANIS PARK (17) TOTAL	\$22,472
20	<i>CLEVELAND PARK</i>	
	JUNGLE GYM(BAR CLIMBER)	\$7,747
	CLEVELAND PARK (20) TOTAL	\$7,747
21	<i>WILDWOOD BASEBALL COMPLEX</i>	
	BACKSTOP BASEBALL	\$72,326
	BENCH,PARK WOOD	\$113,002
	BLEACHER ALUMINUM	\$104,933
	BLEACHER ALUMINUM	\$8,395
	KOMPAN PLAYGROUND EQUIPMENT	\$9,667
	SCOREBOARD,LRG	\$64,573
	WILDWOOD BASEBALL COMPLEX (21) TOTAL	\$372,895
23	<i>ROTARY RIVERVIEW PARK</i>	
	PICNIC PAVILION	\$89,912
	PICNIC TABLE	\$150,671
	PLAYSTRUCTURE, LG WOOD	\$38,743
	PLAYVENTURE	\$15,772
	SEESAW	\$8,611
	ROTARY RIVERVIEW PARK (23) TOTAL	\$303,709
26	<i>MEAD PUBLIC LIBRARY</i>	
	LIBRARY SCULPTURES - FOUR	\$40,966
	MEAD PUBLIC LIBRARY (26) TOTAL	\$40,966
27	<i>BUS TERMINAL</i>	
	BUS SHELTER	\$209,702
	BUS SHELTER	\$862,365
	PARKING METER	\$146,904
	BUS TERMINAL (27) TOTAL	\$1,218,972
28	<i>ENVIRONMENTAL CENTER</i>	
	FIRE TOWER	\$3,662
	ENVIRONMENTAL CENTER (28) TOTAL	\$3,662
32	<i>WASTE WATER TREATMENT PLANT</i>	
	FENCE,CHAINLINK OVER 6FT.	\$281,377
	VERDESIS MICRO-TURBINS (TWO - 2)	\$1,404,503
	WASTE WATER TREATMENT PLANT (32) TOTAL	\$1,685,881
34	<i>HARBOR CENTRE MARINA</i>	
	FLOATING DOCK	\$6,716
	HARBOR CENTRE MARINA (34) TOTAL	\$6,716

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	New Cost of Replacement
38	LIFT STATION 29TH & GEELE	
	6TH ST & PERSHING PKG LIFT STN	\$115,755
	INDIAN MEADOWS PKG LIFT STN	\$118,829
	LIFT STATION	\$46,526
	LIFT STATION 29TH & GEELE (38) TOTAL	\$281,111
41	SHERIDAN PARK	
	Picnic Pavilion - steel	\$94,314
	SWING,ANIMAL	\$26,152
	SWING,BELT	\$39,605
	WHIRL	\$18,296
	SHERIDAN PARK (41) TOTAL	\$178,367
44	VOIGHT PARK	
	Nucleus Play Structure	\$27,021
	VOIGHT PARK (44) TOTAL	\$27,021
46	999 PITO THROUGHOUT / CE	
	STREET LIGHTING	\$1,284,802
	999 PITO THROUGHOUT / CE (46) TOTAL	\$1,284,802
47	PARK CE	
	DINO CLIMBER	\$7,219
	PLAYGROUND EQUIPMENT	\$67,339
	PLAYGROUND EQUIPMENT	\$19,453
	PLAYSTRUCTURE, WD SMALL	\$9,591
	TRACK RIDE	\$14,116
	PARK CE (47) TOTAL	\$117,718
PROPERTY IN THE OPEN TOTAL		\$9,264,480

CONTRACTOR'S EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2009 JOHN DEERE 624K LOADER	\$169,003
2009 JOHN DEERE 624K LOADER	\$169,003
2007 ASPHALT ZIPPER X00012-0 AZ500 48 HD ASPHALT ZIPPER	\$116,495
2007 FALCON Hot Patcher PAVING EQUIPMENT(TAR KETTLE)	\$16,312
2007 SMITHCO SUPER RAKE MOWER	\$14,469
2007 ARROW 1350 ROAD EQUIPMENT(ROLLER)	\$101,677
2012 YES 2CX-12 BACK HOE	\$81,629
2012 BAY VERTE REDML5435E TRAILER	\$31,574
2011 BOBCAT 5600 Turbo Toolcat F-Series EARTH MOVING EQUIPMENT(RUBBER TIRE)	\$54,173
2011 DOOSAN G30P-5 6000# Fortklift FORK LIFT	\$29,991
2010 EXCEL HUSTLER MODEL 796623 MOWER	\$10,567
2004 JOHN DEERE 310SG M150 LOADER	\$70,569
2004 SEWER EQUIPMENT M239 VACUUM TRAILER	\$109,717
2002 JACOBSEN 628D TURFCAT M355 MOWER	\$23,921
2001 COMP AIR FIRE COMPRESSOR	\$19,399
2001 FELLING 420 M420 TRAILER	\$7,948
2001 BOMAG 120AD3 M152 ROLLER	\$42,116
1999 NEW HOLLAND TC33D TRACTOR	\$16,835
2001 RAYCO RG50 M282 GRINDER	\$38,880
2001 TARGET CH0267 M234 CONCRETE SAW	\$23,847
2001 HYUNAI F42033 M148 EXCAVATOR	\$187,988
2001 EAST HT300 M125A TRIAXLE TRAILER	\$23,357
1988 GIANT VAC 6800 281 LEAF MACHINE-TR20	\$29,649
1981 FMC D050E 0284 SPRAYER	\$48,604
1981 INGERSOLL-RAND P175WD 0253 AIR COMPRESSOR	\$22,724
1987 DYNAPAC LR100 0153 ROLLER/COMPACTOR	\$33,089
1988 POWER BOSS SW88HD TRANSIT SWEEPER	\$33,860
1986 CUSHMAN 22 TRACTOR-FRONTLINE 3WHEEL	\$10,858
1975 KLAUER MP-30 SNOGO BLOWER 180A	\$73,133
1990 EAGER BEEVER 290 M287 CHIPPER	\$26,593
1990 EAGER BEEVER 290 M286 CHIPPER	\$26,593
1991 LONGYEAR 6500 M233 CONCRETE SAW	\$27,951
1988 SCHMIDT HF-2 M181A SNOW CUTTER	\$130,862
2004 KOHLER 30RZG FIRE GENERATOR	\$36,001
1990 JOHN DEERE M163 TRACTOR	\$26,242
1978 KOHLER 100RHZ81 GENERATOR	\$45,731
1976 KOHLER 7.5RMK62 EMERGENCY GENERATOR	\$13,505
2006 VOLVO L110E WHEEL LOADER	\$209,577
2006 BOBCAT 5600C TOOLCAT UTILITY WORK MACHINE	\$63,184
2006 LEEBOY 8515 PAVER	\$128,679
2006 BANDIT 250C53 CHIPPER	\$30,713
2006 BANDIT 250C53 CHIPPER	\$30,713
2006 TENNANT 8210 SWEEPER/SCRUBBER	\$49,102
2006 BOBCAT DHAM DROP HAMMER	\$7,125
2006 DEWEZE 05A59 SLOPE MOWER	\$37,843
2006 HUSTLER SUPER Z 23KAW MOWER	\$7,378
2006 HUSTLER SUPER Z 23KAW MOWER	\$7,378
2006 JOHN DEERE 6420 UTILITY TRACTOR	\$88,073
2006 BOBCAT s185 SKIDSTEER LOADER	\$34,431
2006 COMMERCIAL SSM38-720 SLOPE MOWER	\$55,735
2006 PACE AMERICAN CS716TA3 TRAILER	\$9,437

CONTRACTOR'S EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2005 SIMPLICITY STALLION C MOWER AND MULCH KIT, 25HP	\$8,242
1991 KNOWLES 24FT. F018 TRAILER	\$29,684
2005 HURST JL F RAM UNIT	\$14,405
2006 KOHLER 30RZG F GENERATOR	\$25,682
1998 Zodiac MK2 Boat	\$12,947
1994 KUBOTA CEM1 TRACTOR	\$12,223
1995 DEWEZE ATM70C M343 MOWER	\$25,143
1995 VERMEER 1102 M285 STUMP GRINDER	\$48,592
1995 CRAFTCO EX100D M230 MELTER	\$31,674
1995 CRAFTCO 200 M227 ROUTER	\$10,802
1995 JOHN DEERE 2105 M156 BACKHOE	\$63,561
1993 FORD M169 TRACTOR MOTT MOWER	\$50,799
1992 JOHN DEERE 544E M183 WHEEL LOADER	\$164,909
1992 EXCEL HUSTLER 440ST M342 MOWER/SNOW GROOMER	\$63,861
1994 GPX 20E 0130 FORKLIFT	\$23,696
1994 SMITHCO 0176 SUPER RAKE	\$16,157
1994 CASE 621B 0186 LOADER	\$122,187
1994 CASE 821B 0187 LOADER	\$192,358
1994 GIANT VAC 6800-TR 0279 LEAF LOADER	\$25,468
1996 HOWARD-PRICE 727 M345 MOWER	\$21,947
1996 HOLDER MTC9700 0166 TRACTOR	\$68,007
1996 SULLIVAN 1850PQJD 0254 AIR COMPRESSOR	\$14,814
1990 MFD M159 TRACTOR, CAB, LOADER	\$44,248
1997 NEW HOLLAND 1620A4 M162 TRACTOR	\$14,266
1997 NEW HOLLAND 3430 M161 TRACTOR	\$17,556
1998 M121 VERSALIFT	\$82,491
1997 LEACH M122 VAC-ALL	\$237,496
1995 SIMON M123 TELELECT	\$102,767
1997 DAEWOO M131 FORK TRUCK	\$28,901
1997 JOHN DEERE M154 BACKHOE	\$96,193
2003 JOHN DEERE X595 M170 TRACTOR	\$12,989
2003 SKID 00-SKB700 VACUUM	\$18,467
2003 SHANDIC SKI-DOO SNOWMOBILE	\$13,375
2003 HONDO BLITZ SCREED	\$11,353
2003 BOBCAT S185 M137 SKIDSTEER	\$44,710
2005 BOBCAT 5600C M139 TOOLCAT	\$66,151
2005 BOBCAT 5600C M138 TOOLCAT	\$66,151
2005 BEACH TECH 3000 M BEACH TECH	\$115,798
2005 KAWASAKI M167 MULE	\$11,763
2005 KAWASAKI M339 MOWER, HUSTLER MINI SUPER Z	\$8,662
2005 CIMLINE 110DC M CRACK FILLING MELTER/APPLICATOR	\$43,207
2012 ODB ODLCT650 Leaf Collector	\$22,440
2012 ODB ODLCT650 Leaf Collector	\$22,440
2012 ODB ODLCT650 Leaf Collector	\$22,440
2012 ODB ODLCT650 Leaf Collector	\$22,440
2011 Bobcat 5600 Bobcat Toolcat F-Series	\$44,132
2011 Doosan G30P-5 Forklift Truck	\$30,385
2012 Radar THL/SRO Trailer W/Traffic Collector	\$9,315
2012 Hustler Excel 929927 Mower	\$13,360
2012 Hustler Excel 929927 Mower	\$13,360
2011 Ferris IS3100Z Mower	\$14,147

CONTRACTOR'S EQUIPMENT MUNICIPAL PROPERTY INSURANCE COMPANY

Description	RCN Subject
2011 Ferris IS3100Z Mower	\$14,147
2011 Bobcat 5600 Turbo Bobcat	\$53,134
2011 Bay Verte REDML5435E Trailer	\$31,967
2011 Doosan G309-5 Forklift Truck	\$30,385
2011 HYD ATSRX6 Breaker	\$8,097
2011 JCB 2CX-12 Backhoe	\$80,266
2010 DEWEZE ATM72LC MOWER	\$36,728
2010 FRUEHAUF Rock Tub 7 cu yd TRAILER	\$16,203
2010 VOLVO EW180C EXCAVATOR	\$167,023
2010 KUBOTA V3300T MOWER	\$74,289
2010 SPAULDING RMV-2 PAVING EQUIPMENT(TAR KETTLE)	\$30,122
2010 SPAULDING RMV-2 PAVING EQUIPMENT(TAR KETTLE)	\$30,122
2009 HUSTLER Z4 MOWER	\$8,092
2008 FERRIS M330 MOWER	\$10,051
2008 FERRIS M331 MOWER	\$10,051
2009 FERRIS M318 MOWER	\$8,975
2010 HUSTLER 24 M322 MOWER	\$7,742
2008 AERWAY TURF M347 AERATOR	\$10,593
2009 ARTICULATED M520 TRACTOR	\$139,619
2009 ARTICULATED M521 TRACTOR	\$139,619
2007 LINELAZER IV5900 PAINTING MACHINE	\$7,206
2015 Case 821F Wheel Loader	\$223,660
2017 Bomag CR352 Bomag CR352 Paver	\$361,053
2005 CUB CADET 4X2TRAIL UTILITY VEHICLE 4 X 2	\$10,167
1998 TORO 3200 UTILITY TRUCK WORKMAN	\$23,499
2009 KAWASAKI 4010 Mule TRACTOR	\$11,267
2009 SCHWARZE A7000 ROAD EQUIPMENT(SWEEPER)	\$169,003
2008 TURFCAT 628D MOWER	\$45,067
2008 WAUSAU MP 3-D SNOWBLOWER	\$123,936
2010 JOHN DEERE 2020A PRO GATOR TRACTOR	\$12,853
2010 SCHWARZE A7000 Sweeper STREET SWEEPER	\$197,768
2010 SCHWARZE A7000 Sweeper STREET SWEEPER	\$197,768
2005 CONFLICT PCMT2600 M248 MONITOR TESTER	\$13,478

CONTRACTOR'S EQUIPMENT TOTAL	\$6,515,257
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MUNICIPAL PROPERTY INSURANCE COMPANY

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MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of “Contractors Equipment”.

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, “buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

- A. “Buildings” and structures listed on the Statement of Values.
- B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.
- C. Personal property you own or are legally responsible for insuring.
- D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to \$10,000 per “occurrence”. However, this \$10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

- E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:
 - 1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.
 - 2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.
- F. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:
 - 1. To extract "pollutants" or "contaminants" from land or water; or
 - 2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or
 - 3. For asbestos cleanup, removal or abatement.
- G. The cost to repair or replace foundations of "buildings", structures, machinery or boilers if their foundations are at or below:
 - 1. The lowest basement floor; or
 - 2. The surface of the ground if there is no basement.

The most we will pay for any "occurrence" under this section is \$100,000.

- H. The cost of excavation, grading or filling related to an "occurrence", the most "we" will pay under this coverage is \$50,000
- I. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to \$500 for any one tree, shrub, or plant and \$1,000 for lawn damage up to a maximum of \$5,000 per "occurrence"
- J. Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of \$25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the \$25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

- K. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

- 1. Expenses necessary to research and recreate lost "valuable records"; and
- 2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

- L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is \$500. The coverage limit for each "occurrence" is \$10,000.
- M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is \$10,000.
- N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$10,000,000 (unless a higher limit has been established by Endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

- 1. Your insured premises; or
- 2. Replacement premises; or
- 3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

- O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.
- P. Remodeling and repairs to existing buildings listed on the Statement of Values unless the work involves an increase in square footage or a change in the footprint of the building or foundation.
- Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1000 feet of your "building" when loss of or damage to the cable is caused by a "covered" peril.
- R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:
 - 1. Contamination by a refrigerant; or
 - 2. Temperature change due to:
 - a. Mechanical breakdown or failure of refrigeration systems;
 - b. Burning out of electric motors;
 - c. Blowing of fuses or circuit breakers;
 - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or
 - e. Complete or partial lack of power to operate the refrigeration systems.
- S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$5,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild

or reconstruct “covered” property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a “covered” “building” or structure caused by enforcement of or compliance with any ordinance or law that:
 - a. Requires the demolition of parts of the same “building” or structure not damaged by an insured peril;
 - b. Regulates the construction or repair of “buildings” or structures, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss or damage.
2. We will not pay under this coverage:
 - a. Until the property is actually repaired or replaced; and
 - b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two (2) years unless the time is extended in writing by us.
3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
4. The most we will pay under this coverage is the increased cost of construction at the same premises, unless an ordinance or law requires relocation to another **premises**, in which case the most we will pay is the increased cost of construction at the new premises.
5. If the property is repaired or replaced on the same or another **premises**, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair, rebuild or reconstruct the “building” or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:
 - a. For a “historical building”, the amount it would cost to repair, rebuild or reconstruct the “building” or structure on the same premises and to the same height, square footage and style with a less costly “building” or structure that is:
 - 1) Functionally equivalent to the damaged “building” or structure; or
 - 2) The cost to repair or replace the damaged portion of the “covered” property with less costly material, if available, in the architectural style that existed before the loss or damage occurred.
 - b. For all other “covered” “buildings” or structures, the amount it would cost to repair, rebuild or reconstruct the “building” or structure on the same premises and to the same height, square footage, style and comparable quality of the “covered” property at the time of the loss or damage.
6. If the property is not repaired or replaced, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the “actual cash value” of the “covered” property at the time of the loss or damage.
7. We will not pay for the cost of compliance with any ordinance or law that requires:
 - a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,
 - b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled "Buildings" and "Property in the Open".

For unscheduled "buildings" and "Property in the Open" not on the Statement of Values, coverage will be provided up to \$1,000,000 for a covered loss.

It is a condition of this coverage that the "buildings" and "Property in the Open" be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled "building" or "Property in the Open" back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings and "Property in the Open" unscheduled; or
2. The insured could have discovered with reasonable diligence that the "buildings and "Property in the Open" had unintentionally been left unscheduled.

This provision does not apply to "buildings" or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O.in this policy.

U. Electronic data processing equipment, "electronic data" and "computer programs" consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;
2. Your "electronic data", "computer programs" and similar property of others for which you are legally liable.
3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to "electronic data".
4. We will also pay for:
 - a. Expenses necessary to research and recreate lost "electronic data";
 - b. Expense for copying lost "electronic data" from available secondary sources.
5. We will not cover:
 - a. "Electronic data" or "computer programs" which cannot be replaced with others of the same kind or quality;
 - b. Losses caused by errors, omissions, or negligence in processing or copying; or,
 - c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you up to \$25,000 at each **premises** for charges of each fire department involved in containing a fire or other "covered" loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to \$5,000,000 for your expense to clean up, abate, or remove from "covered" property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.

2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.
3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.
4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Police Dogs and Horses.

Police dogs and horses are considered to be destroyed if because of injury the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For police dogs and horses that are destroyed, we will pay for the cost to replace the dog or horse and the cost of any necessary training.
2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. But we will not pay the cost of treatment and care to treat and prevent disease. It is not the intent to provide mortality or sickness coverage for causes outside the scope of duties of the police dog or horse.

The maximum amount we will pay per police dog or horse is the lesser of \$25,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the police dog or horse. A deductible of \$1,000 will apply to this coverage on a per "occurrence" basis.

- Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is \$50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

- Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is \$100,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".
2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:
 - a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;
 - b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and
 - c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.
3. The coverage described under Paragraph 2. of this Limited Coverage is limited to \$25,000 for each "covered" loss and \$50,000 during any policy period. Regardless of the number of claims, this limit is the most we will

pay for the total of all loss or damage arising out of all occurrences of “specified causes of loss” (other than fire or lightning) which take place in a 12-month policy period. With respect to a particular “specified causes of loss” which results in "fungus", wet or dry rot, virus, bacterium or other microorganism, we will not pay more than a total of \$25,000 even if the fungus", wet or dry rot, virus, bacterium or other microorganism continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular “specified causes of loss” results in loss or damage by "fungus", wet or dry rot, virus, bacterium or other microorganism and other loss or damage, we will not pay more for the total of all insurance on the affected Covered Property.

If there is “covered” loss or damage to Covered Property, not caused by "fungus", wet or dry rot, virus, bacterium or other microorganism loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet rot or dry rot, virus, bacterium or other microorganism causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The following additional condition applies to losses “covered” under **Limited Coverage For “Fungus”, Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The “specified causes of loss” definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is “covered” under Paragraph **B. Limited Coverage For “Fungus”, Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. “Fine Arts”. We will only provide coverage for “Fine Arts” subject to the following:

1. We will not pay more than \$50,000 for any one “Fine Arts” unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts endorsement.
2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:
 - a. \$50,000;
 - b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or
 - c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.
3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. “Flood”. We will provide coverage for loss due to “flood”, subject to the following limitations:

- a. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of “A” or “V” – as specified and defined by the National Flood Insurance Program (NFIP).

The most we will pay under this Coverage – “Flood” is \$5,000,000 per “occurrence”.

DD. “Pollutants” or “Contaminants”. We will pay no more than \$2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual “pollutants” or “contaminants” from land or water at an insured location and due to “specified causes of loss”. The discharge, dispersal, seepage, migration, release or escape of “pollutants” or “contaminants” must be caused by a loss not otherwise excluded.

However, the most we will pay in each annual policy period under this Additional Coverage is \$1,000,000 for all "specified causes of loss" losses.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants" or "contaminants". But we will pay for testing which is performed in the course of extracting the "pollutants" or "contaminants" from the land or water.

This coverage does not apply unless such expenses are reported to us within 180 days after the date of the "specified causes of loss" loss.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a \$1,000 deductible per occurrence regardless of any other applicable deductible.

FF. "Buildings" and structures, including property contained within a "building" or structure, "vacant" for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or "water damage", unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils "covered", loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and "Property in the Open" within 1,000 feet of the "vacant" building.

GG. We will pay not more than \$5,000,000 per occurrence of earth movement including, but not limited to, earthquake including tremors and aftershocks, landslide, mudslide, earth sinking, earth rising or shifting. We will also provide coverage for fire or explosion not excluded in this policy when resulting from a covered earth movement event.

SECTION V – PROPERTY NOT “COVERED”

The following are not “covered” property unless specifically added or endorsed to this policy:

- A. Land (including land on which the property is located), water, crops, and standing or cut timber, wherever located.
- B. Cost of excavation, grading or filling not related to an “occurrence”.
- C. Underground and buried cables, pipes, flues or drains, including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a “covered” “building” or structure, except underground and buried pipes, flues or drains that are:
 - 1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or
 - 2. Part of a geothermal heating and cooling system.
- D. Those portions of sidewalks, bridges (including roadway bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a “covered” “building” or structure, except for bridges that are:
 - 1. Bridges used exclusively for pedestrian traffic.
- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, wharves and docks for damage caused by any of the following: freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.
- F. Railroads, meaning trackage, beds, ties and railroad bridges; however, amusement park rail systems are “covered”, and railroads, meaning trackage, beds, ties and railroad bridges, are “covered” if within 100 feet of a “covered” “building” or structure.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for police dogs and horses.
- I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

SECTION VI – LOSSES EXCLUDED

- A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:
 - 1. Wear and tear; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.
 - 2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.
 - 3. Dishonest or criminal act committed by you or any “employee(s)” acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a “specified causes of loss”, we will pay for the loss or damage caused by that “specified causes of loss”.
 - 4. Discharge, dispersal, release or escape of “pollutants” or “contaminants”, subject to the following:

- a. This exclusion does not apply:
 - 1) If the discharge, dispersal, release or escape of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or
 - 2) To chemical damage to glass;
- b. When a discharge, dispersal, release or escape of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.

5. Loss by any "occurrence" or condition within or explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.

Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss
EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

7. Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

8. Any loss arising out of any act committed:

- a. By or at the direction of an insured; and
- b. With the intent to cause a loss.

9. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

1. Nuclear reaction, nuclear radiation, or radioactive contamination. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

2. Wet rot, dry rot, or "fungus". But we will pay for loss or damage caused by:

- a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";
- b. fire; or
- c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**

4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**
5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure.
6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
7. Failure of the insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

- A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:
 1. The policy limits of your coverage under this agreement.
 2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".
 - b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- B. With respect to a "historical building", our liability for "covered" loss or damage shall not exceed the lesser of the following amounts:
 1. The policy limits of your coverage under this agreement.
 2. In the event of a total loss, the amount incurred cost to repair or replace the damaged property on the same site (or on a different site if relocation is required due to the enforcement of or compliance with an ordinance or law) with a less costly "building" that is functionally equivalent to the damaged "historical building".

3. In the event of a partial loss the amount incurred to repair or replace the damaged portion of the “covered” “historical building” with less costly material in the architectural style that existed before the loss or damage occurred but within a time not to exceed two (2) years unless the time is extended in writing by us.
4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value.”
 - b. If “you” receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or.
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.
- C. The most we will pay for diminution of value to property caused by “cosmetic damage” from a “covered” peril, shall not be more than 5% of the “actual cash value” of the damage, subject to the following:
 1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.
 2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.
 3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

A. Other Insurance

1. If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

B. Cancellation and Nonrenewal.

You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;
2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,
3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days' advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

- C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

- D. **Change in Use or Occupancy.** If your use or occupancy of any "building" or structure "covered" by this policy changes, you must notify "us" of such change in use or occupancy at renewal.

- E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

- F. **Options.** In the event of a loss or damage to "covered" property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged "covered" property; and/or
2. Retain salvage rights to the damaged "covered" property.

- G. **Abandonment.** There may be no abandonment of any property to us.

- H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

- I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

- J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any

waiver of subrogation made by you on or after the effective date of your resolution to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you. However, any waiver of subrogation made by you which is in effect prior to the effective date of your resolution to insure your property through us may be given effect provided such waiver of subrogation is made in writing before the loss.

K. **Liberalization.** If we adopt any revision that would broaden the coverage provided by this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and
2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee:**

No person or organization, other than you, having custody of "covered" property will benefit from this insurance.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations conduct insurance inspections, surveys, reports or recommendations on our behalf. However, we are not obligated to make any inspections, surveys, reports or recommendations and any such actions these organizations provide relate only to the premiums to be charged or possible improvements to your business activities.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We, or any other organization performing an inspection, survey, report or recommendation on our behalf, do not warrant that conditions are safe or healthful, or in compliance with laws, regulations, codes or standards.

Q. **Duties In The Event Of Loss or Damage**

1. You must see that the following are done in the event of loss or damage to "covered" property:
 - a. Notify the police if a law may have been broken.
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - c. As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - d. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- e. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- g. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- h. Cooperate with us in the investigation or settlement of the claim.
 - 1) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

- A. "Actual cash value" means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.
- B. "Builders risk property" means:
 - 1. "Buildings", structures or "Property in the Open" in the course of construction;
 - 2. "Building materials";
 - 3. Foundation of a "building", structure or "Property in the Open" in the course of construction;
 - 4. Addition to an existing "building", structure or "Property in the Open";
 - 5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and
 - 6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.
- C. "Building" or "buildings" means:
 - 1. Any structure that exhibits two or more of the following characteristics;
 - a. Structural walls and roof covering
 - b. Some form of permanent foundation (Post, block, slab or sub-grade)
 - c. Permanent utility services (electrical service, Heating Ventilation or air conditioning or plumbing)
 - 2. Completed additions;
 - 3. Permanently installed fixtures, machinery and equipment;
 - 4. Communication towers 100 feet or greater in height;
 - 5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;

6. Lift stations, wells or pumping locations;
 7. Permanent water storage tanks and towers;
 8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;
 9. Gas reduction or odorizing stations; or
 10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.
- D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also include "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.
- E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.
- F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.
- G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its' ability to function as intended.
- H. "Covered" means insured by us under this policy.
- I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.
- J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.
- K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.
- L. "Fine Arts" means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, and similar property.
- M. "Flood" means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:
1. Overflow of inland or tidal waters; or
 2. Unusual and rapid accumulation or runoff of surface waters from any source; or
 3. Mudflow; or
 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

- N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.
- O. "Historical building" means any "building" or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.
- P. "Money" means currency, coins, bank notes and bullion, and travelers checks, registered checks and money orders (including those held for sale to the public).
- Q. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.
- R. "Operations" means the performance of your functions and duties at the insured premises.
- S. "Property in the Open" means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.
- T. "Pollutants" means largely undesirable substances, irritants, "contaminants", chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.
- U. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.
- V. "Securities" means all negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.
- W. "Sinkhole collapse" means the abrupt settlement, systematic weakening or collapse of the land supporting a covered "building" that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered "building" or its foundation.
- X. "Specified causes of loss" means the following: aircraft; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; vehicles; volcanic action; "water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.
- Y. "Vacant" means:
 1. If you are a tenant, a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
 2. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".

"Buildings", units, suites or structures under construction or renovation are not considered "vacant".

A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".

Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.
- Z. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".

AA. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the \$25,000 provided in **Section IV.J**:

Airport Equipment	Farm Equipment	Portable Equipment
Aircraft Servicing Equipment	Balers	Compactors Compressors
Fire Fighting Equipment	Combines	Excavators Generators
Snow Removal	Cultivators	Pumps Scales
Equipment	Harvesters	Stages Tanks
Asphalt/concrete Plants	Haybines	Turbines Water Blaster
All-Terrain Vehicles	Planters	Pulvi-mixers
Augerminer	Spreaders	Railroad Equipment
Back Hoes	Fork Lifts	Railroad Cars
Boats/Motors	Golf Carts	Railroad Engines
Booster Heaters	Grinders	Track Service Vehicles
Boring Machines	Hauling Equipment (off Highway)	Road Equipment
Brush Burners	End Dumps	Flushers Graders
Cement Mixers	Hoisting Machines	Oilers Scrapers
Chippers	Honey Wagons	Rollers Sweepers
Choppers	Hydraulic Breaker	Spreaders Shoulder Machines
Compaction Equipment Pneumatic	Lake Treatment Equipment	Robots
Rollers	Barges	Rock Pickers
Steel Wheel Rollers	Lake Sprayers	Road Wideners
Tamping Compactors	Weed Harvesting Equipment	Sand Blasters
Vibratory Compactors	Leaf Suckers	Seeders
Concrete Saws	Lifts	Sewer Jetters
Conveyors	Loaders	Sewer Rodders
Core Drill	Mowers	Shovels
Cranes	Mulchers	Sludge Trucks
Crack Melter	Painting Machines	Sludge Injectors
Crushing & Aggregate	Paving Equipment	Snow Grooming Equipment
Discs	Base Plants Finishers	Snow blowers
Ditchers	Distributors Mixers	Snowmobiles
Draglines	Profilers Plants	Sprayers
Drones	Rippers Screeners	Street Sweepers
Earth Moving Equipment	Spreaders Surge Bins	Stump Cutters
Crawler Loaders	Scarafiers Asphalt Heaters	Stump Pullers
Loader - Backhoes	Tar Kettles Tumblers	Surge Bins
Motor Graders	Transit Mixers	Tractors (including riding lawnmowers)
Motor Scrapers	Personal Watercraft	Trailers
Rubber-tired Loaders	Pile Driving Equipment	Tree Movers/Planters
Wheel Tractors	Pipeline Equipment	Valve Operator
End Loader Type	Plow Blades	*Vehicles
Equipment Derricks	Plow Wings	Water Wagons
Equipment Excavating		Welders
Pumps		Windrow Eliminators
Excavators		Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

SPECIFIC LIMIT ENDORSEMENT

This endorsement supersedes the following coverage provisions of policy number 5000130_Q-1; Section III; Section IV; Section V, Paragraph J; Section VII; and Section VIII, Paragraph E.

The most that we will pay in the event of loss for the property described in this endorsement is the amount of coverage designated by the insured, as identified in the declaration page of this policy. Coverage is limited to the items promulgated in the following schedule.

Description of property - include addresses, site and building numbers as noted on Statement of Values	Building Values	Contents Values	Miscellaneous Coverage Values
1920 Stahl Rd., Sheboygan, WI 53081 - Poth Farm	100,000	0	

Miscellaneous coverages include items such as valuable papers, extra expense, pollution clean up, etc., due to losses caused by "covered" perils to property described in this endorsement. In no event shall coverage be greater than that provided in the policy to which this endorsement is attached.

Coverage does apply to buildings and structures that are vacant beyond a period of 60 consecutive days providing those structures are heated or plumbing fixtures and apparatus drained of water or other liquids to prevent loss due to freezing.

MUNICIPAL PROPERTY INSURANCE COMPANY
VACANCY PERMIT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

SCHEDULE

Site.

No.

Per schedule on Declarations Page

A. We issue this Vacancy Permit subject to the following:

The following do not apply to a “covered” loss arising from “vacant” property at the locations shown on the declarations page under Vacancy Permit or in the Schedule above:

Item J. **SECTION V – PROPERTY NOT COVERED UNLESS SPECIFICALLY ENDORSED TO THE POLICY** of the **MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001**.

B. Other Policy Provisions All exclusions, limitations and other provisions of the policy to which this endorsement is attached that does not conflict with the language in this endorsement apply to this endorsement.

Any liberalized terms of this endorsement supersede the policy to which this endorsement is attached.

MUNICIPAL PROPERTY INSURANCE COMPANY

MONIES AND SECURITIES ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage A - Loss Inside the Premises

This endorsement provides coverage to pay for loss of money, securities, and food stamps by the actual destruction, disappearance or wrongful abstraction thereof within your premises or within any banking premises or similar recognized places of safe deposit.

B. Coverage B - Loss Outside the Premises

This endorsement provides coverage to pay for loss of money, securities, and food stamps by the actual destruction, disappearance or wrongful abstraction thereof outside your premises while being conveyed by a "messenger" or any armored motor vehicle company, or while within the living quarters in the home of any "messenger".

C. Deductible See **Section II** of basic policy.

D. Exclusions

This endorsement does not apply:

1. To loss due to any fraudulent, dishonest or criminal act by any insured, an officer, employee, director, trustee or authorized representative thereof, while working or otherwise and whether acting alone or in collusion with others; provided, this exclusion does not apply to "safe burglary" or "robbery" or attempt thereof by other than an insured;
2. To loss due to:
 - a. The giving or surrendering of money or securities in any exchange or purchase, or
 - b. Accounting or arithmetical errors or omissions;
3. To loss of manuscripts, books of account or records;
4. Under Coverage A, to loss of money contained in coin operated amusement devices or vending machines, unless the amount of money deposited within the device or machine is recorded by a continuous recording instrument therein;
5. To loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
6. To loss due to nuclear reaction, nuclear radioactive contamination, or to any act or condition incident to any of the foregoing.

E. Definitions. The following definitions apply to this endorsement:

1. "Money" means currency, coins, bank notes and bullion; and travelers checks, registered checks and money orders held for sale to the public.
2. "Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue stamps, food stamps, and other stamps in current use, tokens and tickets, but does not include money.

3. "Messenger" means you or any employee of yours who is authorized by you to have the care and custody of the insured property outside the premises.
4. "Custodian" means you or any employee of yours who is authorized by you to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.
5. "Robbery" means the taking of insured property (1) by violence inflicted upon a "messenger" or a "custodian"; (2) by putting him/her in fear of violence; (3) by any other overt felonious act committed in his/her presence and of which he/she was actually cognizant, provided such other act is not committed by your employee; (4) from the person or direct care and custody of a "messenger" or "custodian" who has been killed or rendered unconscious; or (5) under Coverage A. (a) from within the premises by means of compelling a "messenger" or "custodian" by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress in the premises, or (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.
6. "Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe, the door of which is equipped with a combination lock, located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault of such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the premises.
7. "Loss" includes damage.

F. Ownership of Property; Interests Covered

The insured property may be owned by you, or held by you in any capacity whether or not you are liable for the loss thereof, or may be property as respects which you are legally liable; provided, the insurance applies only to your interest in such property, including your liability to others, and does not apply to the interest of any other person or organization in any property unless included in the insured's proof of loss.

G. Books and Records

You shall keep records of all the insured property in such manner that we can accurately determine the amount of loss.

H. Limits of Liability; Settlement Options

The limit of our liability for loss shall not exceed the applicable limit of insurance stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the "actual cash value" thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the "actual cash value" thereof at the time of loss; provided, however, the "actual cash value" of such other property held by you as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by you when making the advance or loan, nor in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of insurance stated in the declarations is the total limit of our liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

We may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with you or the owner thereof. Any property so paid for or replaced shall become our property. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. You or we, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

I. Conditions See the section of the basic policy entitled **CONDITIONS**.

J. Additional Condition

Coverage Period, Territory, Discovery - This endorsement applies only to loss which occurs during the policy period within any of the States of the United States of America, the District of Columbia, or Canada, and is discovered not later than one year from the end of the policy period.

MUNICIPAL PROPERTY INSURANCE COMPANY PIER AND WHARF LIMITED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

The following PROPERTY NOT COVERED policy provisions are replaced;

A. Item E. of **SECTION V – PROPERTY NOT COVERED, UNLESS SPECIFICALLY ENDORSED TO THIS POLICY**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001**

by the following excluded causes of loss:

When covered under this policy:

1. Piers and wharves that are scheduled on the declarations page for loss or damage caused by:
 - a. Freezing or thawing; or,
 - b. Erosion or deterioration whether gradual or sudden.

2. Piers and wharves (not scheduled on the declarations page), bridges, dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, and docks: for loss or damage caused by:
 - a. Freezing or thawing;
 - b. Impact of watercraft;
 - c. The pressure or weight of ice or water whether driven by wind or not; and,
 - d. Erosion or deterioration whether gradual or sudden.

Losses covered under this endorsement are subject to the following:

- a Coverage under this endorsement is not extended or amended by any other limit or sublimit of coverage provided under any other part of the policy or endorsements

- b A per occurrence coverage limit equal to not more than \$250,000

- c A per occurrence deductible equal to the greater off 10% of the total covered loss or \$1,000 applies regardless of any other deductible, covered loss or damage provisions

MUNICIPAL PROPERTY INSURANCE COMPANY

CONTRACTORS EQUIPMENT ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against "covered" losses, except as limited or excluded in the following sections.

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

- (1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the replacement cost basis in a written contract.

For Contractors Equipment on the statement of value, we will pay the current Replacement Cost at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

New Acquisitions/Replacements/Disposals:

- (1) Individual items which are acquired or replaced during the policy period are automatically covered with no premium charge.
- (2) Individual items which are disposed of during the policy period will not receive a premium credit.

MUNICIPAL PROPERTY INSURANCE COMPANY JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to \$25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

- A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.
- B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.
- C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

- A. Governmental action relating to, or seizure of, the affected property.
- B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.
- C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

- A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

- C. "Period of recovery" means the period of time that:
- a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and
 - b. Ends on the earlier of:
 - i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or
 - ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.
 - c. The expiration date of this policy will not cut short the "period of recovery."

MUNICIPAL PROPERTY INSURANCE COMPANY
Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- E. The most we will pay for a loss of property acquired through foreclosure, tax lien, tax deed or any statutory taking process is “actual cash value”. This coverage restriction eliminates all sub limits and other coverage provisions that may otherwise apply to a “covered loss”.

MUNICIPAL PROPERTY INSURANCE COMPANY
Leased Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 187-18-19 by Alderpersons Rindfleisch and Bohren. A resolution authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: March 21, 2019

MEETING DATE: March 25, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

It is best practice for property owners to carry property insurance. The relationship with Municipal Property Insurance Company (MPIC) to my knowledge has been a positive one with the City. The coverage, rates, and service have met the needs of the City as well as been competitive.

STAFF COMMENTS

At this time I believe this insurance agreement to be fair and reasonable with respect to past experience with the City and previous rates. The potential process of putting this service out to bid would need to begin at the beginning of the calendar year to allow for proper time for review. This process is something that can and should be considered in a future year.

ACTION REQUESTED

Motion to recommend the Common Council approve Res 187-18-19 by Alderpersons Rindfleisch and Bohren.

ATTACHMENTS:

- I. Res. No. 187-18-19
- II. MPIC Quote

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution No. 193-18-19: Resolution authorizing appropriate City Officials to enter into a contract with Mike Koenig Construction, Inc. for the installation of new signage at the SouthPointe Enterprise Campus.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: March 21, 2019

MEETING DATE: March 25, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

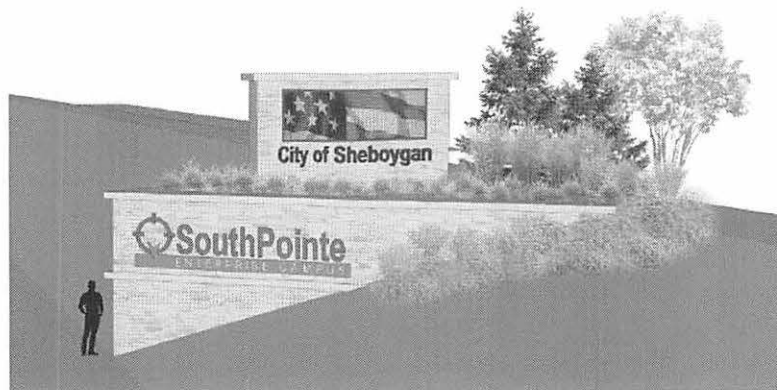
Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

As part of the development of the SouthPointe Enterprise Campus, proper signage along the I-43 corridor and County Highway OK was included in the original development plan. Signage and landscaping were included in the 2019 Capital Improvements Program after the construction of the infrastructure. Given the I-43 signage will be located on the southern-most section the city, staff felt it was important to include an electronic reader board sign that would allow the city to advertise other community events along the I-43 corridor.

STAFF COMMENTS:

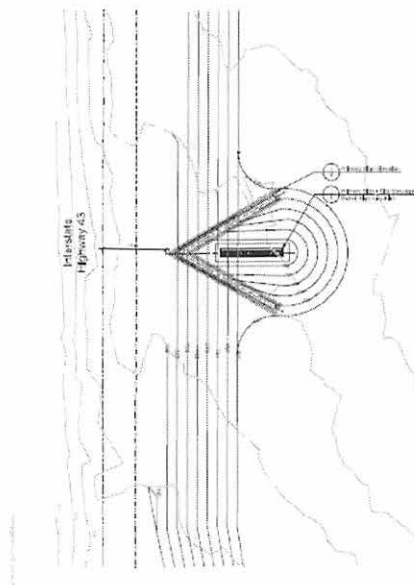
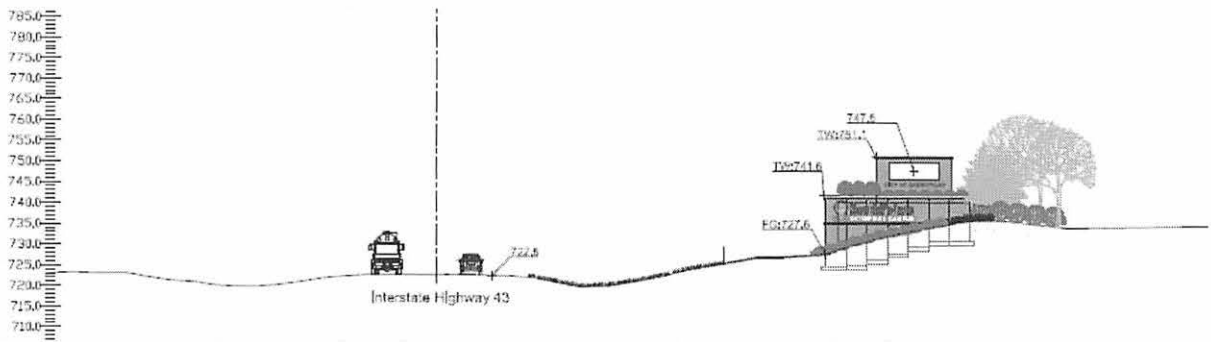
The funding for these improvements has already been borrowed through the 2018 borrowing and are TID eligible. The signage will consist of the following:



I-43 Signage



CTH OK Signage at Stahl Road



ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 193-18-19, Resolution authorizing appropriate City Officials to enter into a contract with Mike Koenig Construction, Inc. for the installation of new signage at the SouthPointe Enterprise Campus.

ATTACHMENTS:

I. Res. No. 193-18-19

Res. No. 193 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 18, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mike Koenig Construction, Inc. for the installation of new signage at the SouthPointe Enterprise Campus.

WHEREAS, the 2019 Capital Improvements Budget contemplates the City taking additional steps to establish and develop the SouthPointe Enterprise Campus, including the installation of two large electronic messaging boards on reinforced concrete and masonry bases and related electronic connections, erosion control, grading, landscaping and restoration (the "Project"); and

WHEREAS, the City engaged the services of Ruekert & Mielke, Inc. to develop plans and specifications for the Project; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the Project; and

WHEREAS, the low bid was unresponsive because it only included the electronic signage portion of the project; and

WHEREAS, City Staff has reviewed the other bids, and determined that the lowest responsive bid, submitted by Mike Koenig Construction Co., Inc., meets all of the requirements from the bid documents; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest of the City to award a contract to Mike Koenig Construction Co., Inc. for the Project; and

WHEREAS, one prerequisite for the construction of the Project is the receipt of a permit from the Department of Transportation; and

WHEREAS, the City has applied for a permit from the Department of Transportation, but has not yet received that permit.

NOW, THEREFORE, BE IT RESOLVED: That upon receipt of a permit for the Project from the Department of Transportation, the appropriate City officials are authorized to enter into the attached contract in substantially similar form with Mike Koenig Construction, Inc. for the installation of the Project at the SouthPointe Enterprise Campus.

Finance and Personnel

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$255,400.00 from the TID 18 Capital Project Fund - Improvements other than Buildings Account No. 42861100-631100 for the project.

James A. Bohra

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT

THIS AGREEMENT is by and between the City of Sheboygan ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing and construction of two masonry and reinforced concrete monument signs including signage, electronic messaging board, electrical work, grading, erosion control, landscaping and restoration.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents is a part is generally described as follows:

SouthPointe Enterprise Campus - Monument Signage and Landscaping

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Ruckert & Mielke, Inc.
- 3.02 The Owner has retained Ruckert & Mielke, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 130 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

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requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner \$420 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A. above for Substantial Completion until the Work is substantially complete.
2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents for the following prices:

A. Lump Sum Bid Price: \$ _____

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.01.C.6 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be

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completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

1. Prior to Owner reducing any retainage amount, Contractor shall furnish consent of surety to reduction in retainage.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the statutory rate of the State of Wisconsin.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and any Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in this Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
 - 2. Performance bond (pages 00 61 13.13-1 to 00 61 13.13-2, inclusive).
 - 3. Payment bond (pages 00 61 13.16-1 to 00 61 13.16-2 inclusive).
 - 4. General Conditions (pages 00 72 00-1 to 00 72 00-72, inclusive).
 - 5. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-13, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers __ to __, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00 41 00-1 to 00 41 00-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

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- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions: None

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IN WITNESS WHEREOF, Owner and Contractor have signed 2 copies of this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

For: CITY OF SHEBOYGAN

For: _____

By: _____

(Signature)

By: _____

(Signature)

(Print Name)

(Print Name)

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

828 CENTER AVENUE

SHEBOYGAN, WI 53081

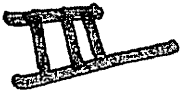
Address for giving notices:

This is to certify that provisions have been made to pay the expense that will accrue under this Contract.

Clerk, Treasurer, or other designated Official

Approved as to form:

(Attorney for Owner)



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 195 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 25, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County between the City of Sheboygan, Sheboygan Water Utility, and Village of Kohler with regard to the land located at the northwest corner of Taylor Drive and Union Avenue.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Intergovernmental Cooperative Agreement for the Development and Operation of Aurora Medical Center Sheboygan County between the City of Sheboygan, Sheboygan Water Utility, and Village of Kohler, in form substantially similar to the attached.

Finance and Personnel

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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF AURORA MEDICAL CENTER SHEBOYGAN COUNTY
(City of Sheboygan - Village of Kohler)

1. **PARTIES.** The parties to this Intergovernmental Cooperative Agreement For the Development and Operation of Aurora Medical Center Sheboygan County (the "Agreement") are the **CITY OF SHEBOYGAN** (the "City"), a municipal corporation with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; the **SHEBOYGAN WATER UTILITY**, (the "Sheboygan Water Utility"), a public water utility owned by CITY and operated by the Board of Water Commissioners, with principal offices at 72 Park Avenue, Sheboygan, Wisconsin 53081, and the **VILLAGE OF KOHLER** (the "Village"), a municipal corporation with offices at 319 Highland Drive, Kohler, Wisconsin, 53044.

2. **PURPOSE.** Advocate Aurora Health, Inc., a Delaware non-stock corporation, including its successors and assigns, affiliates, licensees and lessees (collectively "Aurora") intends to build and own on property described on **EXHIBIT A** attached, which is Tax Parcel Number 59141-673261, in the Village of Kohler containing approximately 56.6236 acres of land located at the northwest corner of County Road TA (Taylor Drive) and Union Avenue (the "Land"), conditioned upon and subject to Village zoning and special use approvals, some or all of the following facilities and improvements:

- (a) a building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as a nonprofit hospital, and which is expected to be exempt from Wisconsin property taxation pursuant to Wis. Stat. § 70.11(4m) (the "Hospital");
- (b) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as a for-profit medical office building, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Office");
- (c) a separate building or buildings, including surface parking lots and/or structures and other related improvements, which will operate as either temporary housing for medical personnel or as for-profit apartments, condominiums or other housing units, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Housing"); and

- (d) a building or buildings (separate from or connected to the Hospital), including surface parking lots and/or structures and other related improvements, which will operate as for-profit restaurants, stores or other retail uses, and which will be subject to Wisconsin property taxation pursuant to Wis. Stats. Chapter 70 (the "Retail").

The Land, Hospital, Office, Housing and Retail are referred to collectively in this Agreement as the "Campus."

The Land, Hospital, Office and Retail are further illustrated and described by the Aurora Medical Center Sheboygan County Village of Kohler Plan Review submittal dated November 1, 2018, attached and incorporated herein as **EXHIBIT B**. The Campus is physically located in the Village of Kohler, however, the location of the Campus will impact and require the approval of other governmental jurisdictions (including the City, Sheboygan County, and the Town of Sheboygan) because of the nature of the boundaries between the jurisdictions, the physical geography of the area, the public infrastructure in the area (including, but not limited to transportation, sewer, and water), and other important factors. The development and operation of the Campus in its proposed location will require significant coordination and cooperation among the impacted communities. This Agreement is intended to memorialize the terms and conditions under which the City and the Village will be adopting respective resolutions under Wis. Stat. § 66.0301 and which the Sheboygan Water Utility joins for purposes of approving water service to the Campus. The City and the Village acknowledge that Aurora is not a party to this Agreement and that Aurora shall not be obligated or bound by its terms unless Aurora enters into a Development Agreement with the Village and accepts the terms of this Agreement by incorporating the Agreement as an exhibit to the Development Agreement ("Development Agreement").

3. EFFECTIVE DATE AND TERM. The effective date and term of this Agreement shall commence upon the date of the last party to execute this Agreement and, except as otherwise provided herein, shall continue in full force and effect for as long as the Campus exists and operates on the Land. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. **WATER SERVICE.**

- A. *Third Wholesale Water Connection Approved.* The City and the Village pursuant to an agreement dated June 8, 1973, including an addendum dated June 18, 1984, provide for the City [via two (2) existing wholesale water connections to the Sheboygan Water Utility] to sell water on a wholesale basis to the Village for re-sale by the Village through its water utility to customers within the corporate limits of the Village. The Village has made a formal request to the City and the Sheboygan Water Utility for a third wholesale water connection for access to the water main owned by the Sheboygan Water Utility and located in Union Avenue so as to allow water service to the Campus (including future customer connections) as Village water customers. The parties agree that the Village shall be and is hereby granted one additional wholesale water connection via the Union Avenue water main for water service to the Campus; that the Sheboygan Water Utility will supply a wholesale water meter, which shall remain the property of the Sheboygan Water Utility; that the Village will pay the Sheboygan Water Utility for all costs associated with the establishment of the third wholesale water connection, including related appurtenances, and connection charges, and the Village shall charge and pass on all such costs to Aurora for reimbursement; that the Village will be billed for the water it buys from the Sheboygan Water Utility in the same manner as is currently done with the existing wholesale connections; and that Aurora will be a Village water customer and not a direct customer of the Sheboygan Water Utility. Nothing in this section would prevent the parties from agreeing to install and locate the wholesale meter in the Campus itself, thus avoiding the creation of a meter pit on the Land; the Village may use the readings from the wholesale meter for its customer billing purposes if permitted by the Public Service Commission of Wisconsin (the "PSC").
- B. *Other Village Water Customer Connections.* In the event that other owners of property in the Village or the

City ("Third Party User(s)") access their property to the third wholesale water connection and water main for water connections and become Village customers within ten (10) years after Aurora's completion of the third wholesale water connection and water main, the Village shall, subject to Schedule No. X-2 (Water Main Extension Rule) of the Public Service Commission of Wisconsin rate file applicable to the Kohler Municipal Water Utility, assess such Third Party User(s) contributions in aid of construction for their pro rata share of the capital costs paid by Aurora for the construction and installation of the third wholesale water connection (the "Recapture Assessment"). The costs for the construction and installation of the third wholesale water connection are estimated by Aurora to be \$_____. The amounts of any such Recapture Assessments from Third Party User(s) shall be collected by the Village and paid to reimburse Aurora.

- C. *Water Connection Charge.* The parties acknowledge pursuant to a June 22, 2015, Water Main Conveyance Agreement by and between Sheboygan County, the City and the Sheboygan Water Utility, that there is a connection charge in the sum of \$71,088 for new property connections to the water main installed in Union Avenue, west of Taylor Drive, to reimburse Sheboygan County and the Sheboygan Water Utility for the initial capital cost incurred to construct the Union Avenue water main. The Village shall pay the connection charge to the Sheboygan Water Utility for the Campus wholesale connection, and the Village shall charge and pass on the connection charge to Aurora for reimbursement. Of the water connection charge collected; the Sheboygan Water Utility will retain \$9,859.65 and Sheboygan County will be paid \$61,228.35 by the Sheboygan Water Utility as reimbursement for its initial capital cost.
- D. *Village Water Main Extensions and Connections.* Any Village water main extensions and customer connections for water service to the Campus that are located beyond the Sheboygan Water Utility wholesale connection shall not require additional City or Sheboygan Water Utility approval. Water main extensions and customer connections for the Campus require Village approval and are subject to Chapter

16.04 of the Village Code of Ordinances, including any amendments, and the Kohler Water Utility rate tariff as established and approved by the PSC.

E. *Fourth Wholesale Water Connection.* In the event a fourth wholesale water connection for adequate, safe, and reliable water service to the Campus (i.e., a second source) is determined to be necessary and required by Aurora, either as part of the initial construction of any part of the Campus, or for the future expansion of the Campus, then the City and the Sheboygan Water Utility agree that the Village shall be and is entitled to be granted a fourth wholesale water connection via the Union Avenue water main, or an alternate water main, conditioned on the following:

1. That the Sheboygan Water Utility supply a fourth wholesale water meter, which shall remain the property of the Sheboygan Water Utility.

2. That the Village pay the Sheboygan Water Utility all costs associated with the establishment of the fourth wholesale water connection, including related appurtenances, and connection charges, and the Village shall be allowed to charge and pass on all such costs to Aurora for reimbursement.

3. That the Village be billed for the water it buys from the Sheboygan Water Utility through the fourth wholesale connection in the same manner as is done with the existing wholesale connections.

4. That Aurora through the fourth wholesale connection, if any, will be a Village water customer and not a direct customer of the Sheboygan Water Utility.

5. That, in the event that any Third Party User(s) access their property to the fourth wholesale water connection and water main for water connections and become Village customers, the Village shall impose the Recapture Assessment and reimburse Aurora, on a pro rata basis as provided by Section 5.B., for the costs Aurora paid for the construction and installation of the fourth wholesale water connection.

6. **SANITARY SEWER SERVICE.**

- A. *Sanitary Sewer Connection Approved.* The City and the Village have a previous intergovernmental agreement in place for the City to provide sanitary sewer service (collection, transmission, and treatment) on a wholesale basis to the Village. The Village has made a formal request for sanitary sewer service and direct access to a City sanitary sewer main in Union Avenue. Access will allow a connection by Aurora, a Village customer, for the development and operation of the Campus. The City agrees to provide such access via a sewer main installed in Union Avenue right-of-way plus a private lateral extending west of Taylor Drive to provide sanitary sewer service to the Campus.
- B. *Size of Main and Cost for Installation.* The sanitary sewer connection approved in subparagraph A, above, shall be conditioned upon the existing 8-inch City sanitary sewer main being reconstructed and replaced with a 15-inch sanitary sewer main. The increase in size to a 10-inch pipe is due to the anticipated volume and service needs related solely to the Campus with the required oversizing of the pipe to 15 inches to accommodate anticipated additional volume and services needs of the City. All costs for the construction and installation of a 10-inch sanitary sewer main, as well as for a sampling manhole, shall be the responsibility of the Village, and the Village shall charge and pass on all such costs to Aurora for reimbursement. The City will pay either the Village or Aurora directly, if Aurora constructs the required sanitary sewer upgrade, the difference in cost resulting from an increase in the main size beyond 10 inches. In order to provide a figure for the price difference, all pricing and bids for sanitary sewer upgrades shall include costs for installing a 10-inch pipe for the project with an alternate price for installing 15-inch pipe, and all bids for the upgrades shall be provided to the City. The City payment for the pipe oversizing shall be equal to the smallest difference between the cost for installing a 10-inch pipe and a 15-inch pipe among all bids, unless otherwise expressly agreed by the City. The City payment shall be paid not later than ninety (90) days after final inspection and acceptance of the sanitary

sewer upgrade by the City's Department of Public Works.

- C. *Restoration of Union Avenue.* Aurora shall be responsible for the cost of the temporary Restoration of the Union Avenue pavement disturbed for the sanitary sewer upgrade construction and installation until the Union Avenue upgrades provided by Section 9.B of this Agreement are constructed. The temporary restoration of the Union Avenue pavement shall match the existing section of road and meet the specifications as identified by the City's Department of Public Works.

- D. In the event any Third Party User(s) not located within the Campus connect to the sanitary sewer main in Union Avenue, the Village and the City, as the case may be, shall impose Recapture Assessments on such other property owners in the manner described in Section 122-196(e) of the Municipal code of the City of Sheboygan and shall reimburse Aurora on a pro rata basis for the costs Aurora paid for construction of the sanitary sewer main.

7. **STORM WATER MANAGEMENT.** All development on the Campus shall meet City and Village storm water management and erosion control standards as set forth in the City Code at Appendix D - Construction Site Erosion control, and at Appendix E - Post-Construction Storm Water Management Zoning Ordinance, and in the Village Code at Chapter 20.45 and Chapter 20.47 (the "Storm Water Management and Erosion Control Standards"). In the event of a conflict between the Storm Water Management and Erosion Control Standards of the City and the Village, then the City Code and standards shall control. The Village shall require as a condition of any zoning and building permit approvals issued for the construction of the Campus, that Aurora, at its cost and expense, obtain and maintain throughout the period of construction of the Campus all Storm Water Management and Erosion Control Standards approval from the City's Department of Public Works. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense, be responsible for the design, construction, and maintenance of all storm water management and maintenance facilities required for the Campus. Aurora shall be required before occupancy of the Campus, to enter into a Storm Water Management and Maintenance Agreement with the Village that

requires Aurora, at its cost and expense, to inspect, maintain, and keep the retention pond and all storm water management facilities on the Land in good working condition and performing their design functions. A notice of the Storm Water Management and Maintenance Agreement will be recorded against the Land in the Sheboygan County Register of Deeds' Office.

8. INTERSECTION OF UNION AVENUE AND TAYLOR DRIVE.

- A. *Jurisdiction.* The intersection of Union Avenue and Taylor Drive (the "Intersection") is controlled by Sheboygan County since Taylor Drive is a county road (County Road TA). The underlying jurisdiction of the Intersection involves the following: the northwest corner is in the Village, the northeast and southwest corners are in the City, and the southeast corner is currently in the Town of Sheboygan. An overview of the proposed Intersection upgrades and improvements is attached as Exhibit C.
- B. *Improvements Required.* In light of the anticipated increase in traffic, the parties agree that the Intersection shall be rebuilt to accommodate future traffic (including pedestrian) needs. Due to Aurora's Campus development and Campus operation, the Intersection will need substantial reconstruction and upgrades, including new traffic control signals/poles, if reasonably necessary, and replacement/additional pavement. All upgrades related to traffic control signals/poles, turning lanes and geometric design require a permit and approval from the Sheboygan County Transportation Department and the approval of the City's Department of Public Works. The Village, through the Development Agreement, shall require Aurora, at its cost and expense, to submit a traffic impact analysis report for the development and operation of the Campus prepared by a transportation professional with training and experience in traffic engineering and transportation planning (the "TIA"). The Village shall require Aurora, at its cost and expense, to design and construct all Intersection improvements required to accommodate the findings of the TIA and to satisfy the requirements of the Sheboygan County Transportation Department and the City's Department of Public Works (which may require additional improvements not included in the TIA). The Village shall require as a condition of Village zoning

and building permit approvals issued for the construction of the Campus, that Aurora shall, at its cost and expense, design and construct all improvements to the Intersection as required by the TIA and the Sheboygan County Transportation Department and the City's Department of Public Works. All Intersection improvements shall be completed and operational before the issuance of any occupancy permits for use of the Campus.

C. *Upgrades at the Intersection.* Aurora, at its cost and expense, shall design and construct concrete pavement, curb and gutter throughout the Intersection. Additionally, the following traffic lanes within the Intersection shall be constructed or continued:

1. A dedicated left-turn lane shall be built for westbound traffic on Union Avenue turning southbound on to Taylor Drive.

2. A dedicated right-turn lane for southbound traffic on Taylor Drive turning westbound on to Union Avenue.

3. A dedicated right-turn lane for westbound traffic on Union Avenue turning northbound on Taylor Drive.

4. A dedicated left-turn lane for eastbound traffic on Union Avenue turning northbound on Taylor Drive.

5. A dedicated left-turn lane for northbound traffic on Taylor Drive turning westbound on Union Avenue.

6. A dedicated left-turn lane for southbound traffic on Taylor Drive turning eastbound on Union Avenue.

7. Two dedicated through lanes for traffic southbound on Taylor Drive, without widening the current concrete footprint of Taylor Drive.

8. One dedicated through lane for traffic northbound on Taylor Drive and one combined through lane/right turn lane, as currently provided, without

widening the current concrete footprint of Taylor Drive.

9. One dedicated through lane for traffic westbound on Union Avenue.

10. One dedicated through lane for traffic eastbound on Union Avenue.

The Intersection shall be improved so as to provide any radius improvements deemed necessary by the City's Department of Public Works to accommodate truck or turning movements. The upgrades shall also include complete signal modernization, including new poles and standards with new signal heads, a new controller with timing and emergency pre-emption, and appropriate street lighting. The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall design and construct all of the improvements to the Intersection as described above, and as required by the Sheboygan County Transportation Department and the City's Department of Public Works.

9. UPGRADE OF UNION AVENUE.

- A. *Upgrades West of Taylor Drive.* The portion of Union Avenue west from Taylor Drive to Campus Drive and then north on Campus Drive to the emergency ambulance/helipad entrance driveway along the south and west sides of the Campus, shall be urbanized so as to expand to a width of 36 feet face-to-face of curbs, one lane of traffic in each direction, and shall be surfaced with asphalt in a way and designed in a manner acceptable to the City's Department of Public Works, including proper design for sub-grade and pavement depth, add street lighting along the Campus property to the extent of the road improvements shown on Exhibit C, and include limited storm sewer outlets, which drain into ditches/natural drainage swales, sidewalks, street lights (in accordance with the Village standards for non-downtown locations) on the Aurora side of the street, and full curb and gutter. The upgrade and urbanization shall also include a sidewalk or appropriate path system constructed of concrete pursuant to specifications provided by the

City's Department of Public Works. The new sidewalks or walkways shall accommodate pedestrians by connecting the Campus's internal walkways with existing sidewalks and walkways in the City, and providing pedestrian access to Union Avenue to a proposed bus shelter/pickup. In the event the street/driveway through the campus of UW-Green Bay, Sheboygan Campus, which is located north of the Land, is urbanized at some time in the future, then Aurora shall be required by the Village to urbanize the remaining part of Campus Drive to the north line of the Land, subject to plans that are approved in advance by the Village. In addition, the Village, through the Development Agreement, shall require Aurora to construct, own, and maintain, at its cost and expense, a bus shelter at the patient entrance on Union Avenue including a designated bus loading and unloading traffic lane adjacent to the bus shelter. The Village will approve an encroachment agreement with Aurora to permit the bus shelter to be located in the Union Avenue right-of-way.

- B. *Upgrades East of Taylor Drive.* The portion of Union Avenue east of the Intersection from Taylor Drive to the east side of the intersection of Georgia Avenue and Union Avenue, as shown on Exhibit C and as field located by the City's Department of Public Works, shall be upgraded so as to include the installation of storm sewers and upgrade of roadway surface to concrete pavement, and a sidewalk on the north side of the road. Concrete pavement and curb and gutter shall be provided through the physical intersection of Georgia and Union Avenues. Asphalt pavement east of the Union Avenue intersection with Georgia Avenue is acceptable. The City shall be solely responsible for the design and cost of any and all improvements to Union Avenue east of the Taylor Drive Intersection, but may coordinate construction work on such improvements separately with Aurora.
- C. *Upgrade Costs.* The Village shall require as a condition of Village zoning and building permit approvals issued for the construction of the Campus, and through the Development Agreement, that Aurora shall design and construct all of the improvements to Union Avenue (west of the Intersection) as described in Section 9. A., above, and as required by the

Sheboygan County Transportation Department and the City's Department of Public Works.

10. LAW ENFORCEMENT SERVICES.

- A. *Contracted Law Enforcement Services.* The City of Sheboygan operates and maintains the Sheboygan Police Department, a law enforcement agency, for the purpose of preventing and detecting crime and enforcing state laws and local ordinances with employees authorized to make arrests ("Law Enforcement Services"). The City currently provides Law Enforcement Services to the Aurora Sheboygan Memorial Medical Center, including Law Enforcement Services for Chapter 51 and 55 patients. Pursuant to the terms of this Agreement the Village agrees to contract, engage, and authorize the Sheboygan Police Department to provide Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler. Pursuant to the terms of this Agreement, the City agrees to provide contracted Law Enforcement Services to the Village for service to Aurora and the Campus within the municipal boundaries of the Village of Kohler in substantially the same fashion as it currently provides to Aurora Sheboygan Memorial Medical Center.
- B. *Cost for Law Enforcement Services.* The Village shall pay annually to the City initially the sum of \$250,000 for Law Enforcement Services for Aurora and the Campus (the "Annual Law Enforcement Services Fee"). Payments of the Annual Law Enforcement Services Fee from the Village to the City shall be made in advance in four equal quarterly installments within thirty (30) days of each PILOT payment made by Aurora to the Village required by Section 11.C. of this Agreement, and the Development Agreement (therefore Village's payment to City will be due and payable each February 15, May 15, August 15 and November 15).
- C. *Adjustment to Annual Law Enforcement Services Fee.* The Annual Law Enforcement Services Fee shall be adjusted and calculated as of June 1 of each year based solely on the percentage increase or decrease, if any, of the City's average law enforcement officer cost, including all wage and employment benefits (the "Officer Cost") on June 1 of the current calendar year

as compared to the Officer Cost on June 1 of the preceding calendar year. The Officer Cost shall be based on and calculated from the labor agreement, or wage and benefit schedule, in effect between the City and the Sheboygan Police Association. The annual increase or decrease, if any, shall be effective as of the next January 1 and the adjusted payment shall commence with the next January 15 quarterly installment payment. The Officer Cost as of June 1, 2018, is \$107,268.00 (the "Initial Officer Cost"). The Initial Officer Cost of \$107,268.00 has been calculated as follows:

69,640	Salary
770	Uniform
600	Education
4,387	FICA
1,029	Medicare
7,646	WRS
21,576	Health
1,536	Dental
84	Life
\$ 107,268	Total

- D. *Sheboygan Police Department Expenses.* The City shall be responsible for all costs and expenses to operate the City of Sheboygan Police Department including but not limited to wage and disability payments, pensions and worker's compensation claims, damage to equipment and clothing, and medical expense from providing Law Enforcement Services to the Village, for service to Aurora, and the Campus under this Agreement. The Annual Law Enforcement Services Fee includes the total compensation to the City for all such Law Enforcement Services.
- E. *Commencement Date and Initial Adjustment.* The charge for Law Enforcement Services shall commence and the first payment from the Village to the City shall be paid on or before the date that Aurora is issued an occupancy permit by the Village for the Hospital. Hospital construction is expected to take approximately thirty (30) months from start of construction with occupancy expected sometime in 2021. The charge for Law Enforcement Services for the first

year of occupancy (2021) shall be prorated based on the number of months, or partial months, of Hospital occupancy in 2021 and adjusted and increased based on the 2021 Officer Cost percentage increase over the Initial Officer Cost. For example, if the Initial Officer Cost is \$107,268 and the Officer Cost is \$110,000 in 2021(calculated as of June 1, 2020) and Aurora takes occupancy of the Hospital on April 21, 2021, the charge for Law Enforcement Services for 2021 is calculated as follows:

$$\begin{aligned} \$110,000 - \$107,268 &= \$2,732 \\ \$2,732 \div \$107,268 &= 0.0255 \times 100 = 2.55\% \\ 0.0255 \times \$250,000 &= \$6,375 \\ \$250,000 + \$6,375 &= \$256,375 \\ \$256,375 \times 9/12 &= \$192,281.25 \\ \$192,281.25 \times 15\% \text{ admin fee} &= \$28,842.19 \\ \$192,281.25 + \$28,842.19 &= \$221,123.44 \\ \$221,123.44 \div 2 &= \$110,561.72 \end{aligned}$$

Therefore, in this example, the total prorated charge for Law Enforcement Services for 2021 is \$221,123.44 which is to be paid in two quarterly payments of \$110,561.72 due and payable July 15, 2021, and October 15, 2021. The first full year quarterly Annual Law Enforcement Services Fee, in this example, commences January 15, 2022.

- F. *Termination Rights.* Both the City and the Village, in their respective discretion, may terminate the contracted Law Enforcement Services for Aurora and the Campus at any time upon not less than two (2) years' advance written notice to the other party and with advance written notice to Aurora as provided in the Development Agreement. Notice must be given not later than June 1 of any year. The June 1 notice requirement is meant to provide both parties with the opportunity to adjust their respective municipal budgets and law enforcement staffing for the following year to accommodate a significant change in service if Law Enforcement Services are terminated. In the event of termination, the Village will analyze and determine, in its sole and exclusive discretion, its method of providing Law Enforcement Services to Aurora and the Campus, including but not limited to the following: (i) secure contracted Law Enforcement Services from other law enforcement agencies, or (ii) substantially

increase the Village of Kohler Police Department (Officers, administrative staff, equipment and facilities), or (iii) implement a combination of options (i) and (ii). All costs and expenses incurred by the Village to provide alternate Law Enforcement Services will be charged to Aurora and paid as additional PILOT payments pursuant to Section 11.C. of this Agreement and in accordance with the Development Agreement...

- G. *Adjustments for Change In Scope of Services.* In addition to the annual adjustments for Law Enforcement Services based on increases in Officer Cost, the annual charge for Law Enforcement Services may be increased or decreased based on changes implemented at the Campus or other factors which lead to an actual demonstrated increase or decrease in the Service Level. For example, but not as limitations, an adjustment may occur if Aurora constructs additional facilities on the Land, or closes facilities on the Land, or changes the types of services offered by the Hospital which result in increases or decreases to the number or types of Law Enforcement Services required at the Campus. Upon the mutual agreement of the City and the Village, the City may implement any change in scope of the Service Level and the annual charge for Law Enforcement Services at each five-year anniversary of the occupancy of the Hospital upon advance written notice to the other party. Notice must be given not later than June 1 of any year and the change in scope of services adjustment shall be effective the following year. All costs and expenses incurred by the Village as a result of scope of services adjustments for Law Enforcement Services for Aurora and the Campus will be charged to Aurora, and paid as additional PILOT payments pursuant to Section 11.C of this Agreement and in accordance with the Development Agreement.

11. **PAYMENT IN SUPPORT OF MUNICIPAL SERVICES (PILOT).**

- A. *Tax Exempt Status of Hospital.* The Village and City recognize that the Hospital is tax exempt pursuant to Wis. Stat. § 70.11(4m). The Village and City will continue to recognize the Hospital tax-exempt status in all applicable tax years unless there is a change in ownership or use of the Hospital or a change in the

Wisconsin Statutes that would specifically change the status of the Hospital from exempt to taxable. Notwithstanding this Section 11. A., the Development Agreement with the Village shall require Aurora to apply to the Village assessor on forms prescribed by the Wisconsin Department of Revenue for tax-exempt status pursuant to Wis. Stat. § 70.11(1) prior to occupancy of the Hospital.

- B. *Municipal Services.* The Village and City, as specifically provided by this Agreement, will continue to furnish municipal services and benefits to Aurora and the Hospital, without cost or charge as taxable real property, as a result of the tax-exempt status of the Hospital.
- C. *Payment in Support of Municipal Services (PILOT).* The Village shall require, through the Development Agreement and as a condition of Village zoning and building permit approvals issued for the Hospital, that Aurora shall pay to the Village an annual sum equal to: (i) the Annual Law Enforcement Services Fee, payable by the Village to the City pursuant to Section 10.B. above, or the costs and expenses incurred by the Village to provide alternative Law Enforcement Services pursuant to Section 10.F. above, all in support of the Law Enforcement Services to be provided to the Campus pursuant to the Development Agreement and this Agreement; plus (ii) an additional fifteen percent (15%) of the Law Enforcement Services Fee to cover administrative costs incurred by the Village in connection with the Law Enforcement Services (the "Administrative Fee"); plus (iii) the Shortfall (defined in Subsection 11.E., below), if any, for all other general municipal services and benefits provided by the Village to Aurora, the Hospital and the Campus (the "PILOT" payments). Section 11.C. of this Agreement and the Development Agreement shall provide that Aurora pay the PILOT payments to the Village annually in advance in four equal quarterly installments on January 15, April 15, July 15, and October 15 of each year. The inclusion of the Administrative Fee in the PILOT payments shall constitute full reimbursement and support to the Village for expenses incurred and services provided by the Village in connection with Aurora, the Hospital and the Campus including, but not limited to, the

following: (i) coordination, supervision, management and accounting for the contracted Law Enforcement Services provided by the City; (ii) attorney's fees and expenses incurred for the interpretation and application of this Agreement and the Development Agreement; (iii) assessor's fees and expensed incurred for the annual review and determination of the Hospital's tax exempt status and the taxable valuation of the Office, Housing and Retail improvements; and (iv) all other necessary Village expenses and services incurred and provided in connection with the Hospital.

- D. *Aurora Guaranty of Minimum Valuation and Minimum Tax Payment.* The City and Village expect that all of the Land (including the Land upon which the Hospital is constructed, for so long as that portion of the Land is Leased by Aurora from Kohler Co. or any other taxable entity), as well as the Office, Housing and Retail improvements will be fully taxable with a valuation for tax roll purposes of not less than Twenty Two Million Two Hundred Sixty Five Thousand Dollars (\$22,265,000) as of January 1 of the tax year following occupancy of the Hospital (the "Minimum Valuation"). Accordingly, the Development Agreement shall provide that Aurora shall pay real estate taxes for the entire Campus in an amount that is not less than the amount of tax that would be calculated, determined, and levied against the Land and the Office, Housing and Retail improvements, by multiplying the applicable Village mill rate by the Minimum Valuation (the "Minimum Tax Payment").
- E. *Payment of Minimum Tax Payment Shortfall Required.* In the event the valuation of the Land and the Office, Housing and Retail improvements, for any tax year after occupancy of the Hospital, for whatever reason, is less than the required Minimum Valuation and generates less than the required Minimum Tax Payment, then the Development Agreement shall provide that Aurora shall be required by the Village to pay to the Village, as part of the PILOT, the difference between (i) the Village tax collected and (ii) the required Minimum Tax Payment (the "Shortfall"). The Development Agreement shall provide that Aurora shall pay the Shortfall, if any, as part of the PILOT to the Village commencing with the second year following occupancy of the Hospital and each year thereafter for which a

Shortfall exists. For example, if the aggregate Village tax rate for 2022 is \$5.76 per \$1,000 of assessed valuation, the Minimum Tax Payment would be calculated as follows:

$$\$22,265,000 + \$1,000 \times \$5.76 = \$128,246.40$$

Therefore, the Development Agreement shall provide that Aurora is required to pay the Village as additional PILOT any Shortfall of its tax payment that is less than the Minimum Tax Payment, which is \$128,246.40 in this example.

12. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. The City and Village agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

13. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

14. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the obligations and services pursuant to the Agreement. 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. This Agreement does not waive any

governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

15. **SEVERABILITY.** If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

17. **NOTICES.** Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if: (i) personally delivered to the other party; (ii) sent by overnight courier; or (iii) deposited in the United States mail, postage prepaid, and addressed to the address set forth below:

If to VILLAGE: Village of Kohler
 Attn: Laurie Lindow, Village Clerk
 319 Highland Drive
 Kohler, WI 53044

With a copy to: Attorney Michael J. Bauer
 HOPP NEUMANN HUMKE LLP
 2124 Kohler Memorial Drive - Suite 310
 Sheboygan, WI 53081

If to CITY: City of Sheboygan
 Attn: Meredith De Bruin, City Clerk
 828 Center Avenue
 Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
 City Attorney's Office
 CITY OF SHEBOYGAN
 828 Center Avenue
 Sheboygan WI 53081-4442

If to Utility: Sheboygan Water Utility
Attn: Joe Trueblood, Superintendent
72 Park Avenue
Sheboygan, WI 53081

With a copy to: Attorney Charles Adams
City Attorney's Office
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan WI 53081-4442

19. **CHANGE OF ADDRESS.** Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this Agreement. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____
Authorized Representative Date Signed

By: _____
Authorized Representative Date Signed

Authorized pursuant to City Resolution _____.

VILLAGE OF KOHLER

By: _____
Authorized Representative Date Signed

By: _____
Authorized Representative Date Signed

Authorized pursuant to Village Resolution _____.

SHEBOYGAN WATER UTILITY

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

EXHIBIT A

Legal Description

A parcel of land being part of the SW1/4 of the SW1/4 and the SE1/4 of the SW1/4 of Section 28, Town 15 North, Range 23 East, located within the Village of Kohler, Sheboygan County, Wisconsin, and described as follows:

Commencing at the Southwest corner of Section 28, T15N, R23E; thence N.89°33'20"E. a distance of 1606.49 feet along the South line of the Southwest 1/4 of said Section 28 to the Point of Beginning, said point being in the centerline of Union Avenue; thence N.00°26'40"W., a distance of 33.00 feet to the existing easterly right-of-way line of State R/W Project Number T01-3(18)/1452-1-21, as described in Volume 458 of Records on Page 152 as Document Number 873126 of Sheboygan County Records; thence N.76°12'14"W. a distance of 67.00 feet along said right-of-way line; thence S.89°29'39"W., a distance of 718.39 feet along a line described in Document Number 1985159 as recorded in the Sheboygan County Register of Deeds Office; thence N.88°23'30"W., a distance of 71.94 feet; thence northwesterly 82.82 feet along the arc of a 60.00 foot radius curve to the right, having a chord bearing N.48°50'44"W., for a distance of 76.40 feet; thence N.09°19'53"W., a distance of 132.65 feet; thence N.03°02'30"W., a distance of 189.48 feet; thence N.01°44'14"W., a distance of 201.87 feet; thence N.11°44'38"E., a distance of 100.49 feet; thence N.06°08'57"E., a distance of 600.53 feet to the North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence N.89°33'07"E., a distance of 7.11 feet along said North line of the South 1/2 of the Southwest 1/4 of said Section 28; thence continuing N.89°33'07"E., a distance of 1927.35 feet along said North line to the East line of the Southwest 1/4 of said Section 28, also being the West right-of-way line of Taylor Drive; thence S.00°30'22"W., a distance of 564.23 feet along said West right-of-way line; thence continuing along said West right-of-way line as described in Volume 1005 of Records on Pages 259-260 as Document Number 1127562 of Sheboygan County Records, S.12°09'53"W., a distance of 158.08 feet; thence continuing along said West right-of-way line S.22°01'29"W. (recorded as N.20°20'42"E.) a distance of 212.74 feet; thence continuing along said West right-of-way line S.26°04'05"W., a distance of 414.70 feet (recorded as N.24°23'18"E., a distance of 415.00 feet) to the North right-of-way line of Union Avenue; thence S.89°33'20"W., a distance of 43.83 feet (recorded as N.88°12'25"E., a distance of 43.70 feet) along said North right-

of-way line; thence S.00°26'40"E. (recorded as N.02°07'36"W), a distance of 33.00 feet to the South line of the Southwest 1/4 of said Section 28 said point being in the centerline of Union Avenue; thence S89°33'20"W., a distance of 724.52 feet along said South line of the Southwest 1/4 of said Section 28 to the Point of Beginning.

Parcel No. 59141-673261

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 196 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
March 25, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan with regard to the property located at 2629 North 7th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Redevelopment Agreement between Advocate Aurora Health, Inc. and the City of Sheboygan, in form substantially similar to the attached.

Finance and Personnel

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

**REDEVELOPMENT AGREEMENT
BETWEEN
ADVOCATE AURORA HEALTH, INC.
AND CITY OF SHEBOYGAN**

THIS AGREEMENT made as of the ____ day of _____, 2019, by and between Advocate Aurora Health, Inc., a foreign non-stock corporation, with its principal Wisconsin office located at 750 W. Virginia Street, Milwaukee, WI 53204 (hereinafter "Aurora"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

Aurora, including its successors and assigns, intends to build and own a new regional medical office building/clinic and hospital facility on property in the Village of Kohler. The location of the new facility will impact and require the approval of other governmental jurisdictions, including the City. Additionally, related to building its new facility, Aurora intends to close its present medical facility, Aurora Memorial Medical Center ("Memorial Hospital"), located at 2629 N. 7th Street in the City of Sheboygan (the "Property"). Upon closing, Memorial Hospital will be demolished by Aurora and City and Aurora envision that the Property will be sold to a third party purchaser (the "Developer") and redeveloped by the Developer in a manner consistent with the surrounding neighborhood, a neighborhood residential district zoned NR-6, and oriented to small lot single family residential development.

Aurora desires to work with the City to finalize plans, obtain city approvals, demolish the Memorial Hospital building and related improvements, and work toward the future sale and third-party redevelopment of the Property.

It is in the mutual interest of all parties to proceed with this project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Redevelopment Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Aurora" means Advocate Aurora Health, Inc., its affiliates and constituents, (including, but not limited to Aurora Health Care Medical Group, Inc. and Sheboygan Memorial Hospital, Inc.), and its permitted successors and assigns.

"Developer" IS the third-party purchaser, who buys the Property from Aurora in the future and redevelops the Property, in accordance with the terms of this Agreement.

"Project" means the demolition of all buildings on the Property by Aurora, the sale of the Property by Aurora to the Developer and the ultimate redevelopment of the Property by the Developer.

"Property" means the tax parcel 59281-007700, legally described as:

All of Block 1 of Gottsacker & Burkarts Boulevard Subdivision; Also part of Lots 17 & 18 of Bates Addition described as: Commencing at the southwest corner of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence S 82.50' along The east line Of North 7th Street, thence east 198.00' to the northeast corner Of Herr & Hammes Subdivision, thence south 226.40', thence west 191.50' to the west Line Of North 6th Street, thence north 308.90' along said west line to the southeast corner Of Block 1 Of Gottsacker & Burkarts Boulevard Subdivision, thence west 388.00' to the point of beginning; also Lots 10, 11, 12, 13, 14,

15, and 16 of Herr & Hammes Subdivision and all of the vacated north-south alley adjacent to said lots; also Lots 1, 2, 3, 4, 5, 6, 7, 30, 31, and 32 of Block 1, all in Assessment Subdivision No. 14.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of demolition of all buildings on the Property by Aurora, the sale of the Property by Aurora to the Developer, and the ultimate redevelopment of the Property by the Developer in a manner consistent with the surrounding neighborhood (a neighborhood residential district zoned NR-6) and oriented to small lot single family residential development.

ARTICLE III. UNDERTAKINGS OF AURORA

3.1 Demolition. Aurora shall commence demolition of all buildings and improvements on the Property of the improvements set forth above within thirty-six (36) months after issuance of any occupancy permit for the new facility located in the Village of Kohler and no later than sixty (60) months after the execution of this Agreement, and substantially complete demolition and restoration of the site to a flat, dust-free environment within six (6) additional months thereafter, and in compliance with state law and local ordinances, including but not limited to Sec. 26-40, Sheboygan Municipal Code, related to Land Reconstruction.

3.2 Failure to Demolish.

a) Liquidated Damages. Aurora agrees should it fail to commence and/or complete demolition pursuant to the provisions of ¶3.1, above, Aurora shall pay to the City the sum of seventy dollars (\$70.00) per day for each of the first 365 calendar days and three hundred fifty dollars (\$350.00) per day for each day thereafter; said amount shall be paid as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay, including damages not only to the City as such, but to the general public and to the neighborhood), commencing from the time stipulated for completion until such work is satisfactorily completed and accepted.

b) City May Demolish. In addition to receiving liquidated damages, should Aurora fail to commence and/or complete and/or complete demolition pursuant to the provisions of

¶3.1, above, the City shall have the right, upon thirty days written notice, to enter on to the property and proceed to raze the building through any available public agency or by contract or arrangement with private persons. In addition to all liquidated damages up to the date the property is razed and brought to a flat, dust-free environment Aurora shall pay the entire cost to the City of razing the building, plus a 30% surcharge.

c) Payments: All payments to be made by Aurora shall be paid within thirty days of written notice from the City. Liquidated damages will be billed at least annually, but not more than monthly.

3.3 Neighborhood Communication. Aurora shall regularly communicate with and be responsive to the concerns of the residents of the surrounding neighborhood regarding the demolition and the third-party redevelopment of the Property. In addition to general public relations activities regarding the Project, Aurora shall engage in the following activities designed to foster communication with the neighbors of the Project:

a) A representative of Aurora shall regularly attend all meetings of the Memorial Neighborhood Association and be available to answer basic questions and address neighborhood concerns about the Project until demolition and sale of the Property is complete.

b) Aurora shall, within twelve months of the date of this agreement, conduct at least three public meetings at which it will provide details about its plans and timeline for demolition on the Property, address neighborhood concerns about said demolition, require the Developer to solicit and receive neighborhood input about the anticipated redevelopment of the Property and to provide information about the general parameters of the redevelopment. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

c) Beginning twelve months after the date of the agreement, and continuing until demolition and sale of the Property is complete, Aurora shall hold at least one public

meeting per year at which it provides updates about the Project and address neighborhood concerns about the Project. Aurora shall further require the Developer to hold similar meetings until the redevelopment is complete. Such meetings shall be open to the general public, with written invitations mailed to each address in the Memorial Neighborhood and the neighborhoods bordering the Memorial Neighborhood (North Lake, Raider, End Park, Maple Heights, Historic Grant, and Vollrath/North Point neighborhoods.)

3.4 Compliance with Codes, Plans and Specifications, Etc.

All activity upon and uses of the Property, including demolition and subsequent third-party development and construction of building(s) and other improvements to be constructed upon the Property shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Aurora shall be in accordance with all applicable City codes and ordinances and other applicable laws and regulations. All redevelopment work done by the Developer shall also be in accordance with all applicable City codes and ordinances and other applicable laws and regulations, as well as plans and specifications approved by the City in advance of any redevelopment work. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Aurora and/or the Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by Aurora and/or the Developer and required for the Project in a reasonably prompt manner.

**ARTICLE IV. REPRESENTATIONS AND
WARRANTIES OF AURORA**

Aurora makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with Aurora and granting all approvals, permits and licenses for the Project.

(A) Aurora is a duly organized and existing Delaware corporation, which is qualified to do business in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Aurora, and as necessary its affiliates, and no other or further acts or proceedings of Aurora are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Aurora and constitute the legal, valid and binding agreement and obligation of Aurora, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Aurora, threatened against Aurora that may in any way jeopardize the ability of Aurora to perform its obligations hereunder.

ARTICLE V. THIRD PARTY REDEVELOPMENT

The City acknowledges and agrees that Aurora does not intend to redevelop the Property itself, but rather, either before or after demolition, shall sell the Property to the Developer, who shall be approved in writing by the City prior to the Property transfer. Such approval shall not be unreasonably withheld, conditioned or delayed by the City. The Developer shall be contractually required by Aurora in the Property purchase agreement to assume and be bound by all obligations of Aurora pursuant to this Agreement, to the extent that any such obligation has not been previously fulfilled by Aurora. Provided that Aurora contractually imposes such requirements on the Developer and the City approves the Developer before the Property transfer, the City further acknowledges and agrees that Aurora shall have no obligation or liability to the City for any breach of or non-compliance with this Agreement by the Developer after the sale of the Property.

ARTICLE VI. INDEMNIFICATION OF THE CITY

Aurora hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the Aurora's performance of its portion of the Project. Aurora will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of Aurora (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby, or the demolition of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE VII. ADDITIONAL PROVISIONS

7.1 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

7.2 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Aurora to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

7.4 No Assignment. Aurora may not assign its rights in this Agreement without the express prior written consent of the City.

7.5 Agreement to Pay Attorneys' Fees and Expenses. Should Aurora default on this agreement and the City either employs attorneys or incurs other expenses to exercise rights it may have under this agreement, Aurora shall, on demand thereof, pay the City the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

7.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

7.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City Administrator
 City of Sheboygan, Wisconsin
 828 Center Ave.
 Sheboygan, WI 53081

with a copy to: City Attorney
 City of Sheboygan, Wisconsin
 828 Center Ave.
 Sheboygan, WI 53081

To Aurora:

7.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Aurora and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

7.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

7.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

**SIGNATURE PAGE FOR
REDEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

ADVOCATE AURORA HEALTH, INC.

BY: _____

ATTEST: _____

This document authorized by and in accordance with Res. No.
_____-18 - 19