

*****ATTACHMENTS*****

II

5.1

R. O. No. 310-17-18. By CITY CLERK. March 19, 2018.

Submitting a communication from Peter R. Mayer, on behalf of LJM, Inc., as property owner, and AMRAD, LLC, as a condominium unit purchaser, relating to the ground lease property located at 813-815 Riverfront Drive requesting approval of a condominium land division.

Finance
+
Personnel

CITY CLERK

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March 15, 2018

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Condominium Land Division of Property located at 813-815 Riverfront Drive;
LJM, Inc., as Owner, and AMRAD, LLC, as a Unit Purchaser

Dear Mayer Vandersteen, Alderpersons, and City Staff:

We are writing to you on behalf of LJM, Inc., as property owner, and AMRAD, LLC, as a condominium unit purchaser, relating to the ground lease property located at 813-815 Riverfront Drive requesting approval of a condominium land division.

LJM, Inc. (formerly known as LJM Architects, Inc. and also formerly known as Linde Jensen Marcheske Architects, Inc.) is the current legal owner of the leasehold interest in the property located at 813-815 Riverfront Drive in the City of Sheboygan (the "Property"). The Property is more specifically and legally described in Article III of the proposed Condominium Declaration for LJM Riverfront Condominium provided to you with this letter.

The Property has for years operated as the business location for LJM Architects, Inc. professional offices and for A Prive' beauty salon. The professional architecture business of LJM Architects was recently acquired by Distinctive Design Studio. Erik Jensen, the owner of LJM, Inc., has contracted to sell the second floor office unit to AMRAD, LLC, and retain ownership for at least the immediate future of the first floor unit. AMRAD, LLC is a new limited liability company formed by Bradley Wessell and his wife Amber Waite, which will lease the second floor unit to Brad's company, Huhn, Wessel & Company. In reviewing the Property, all of the parties and their lenders have concluded that the highest and best use of the Property is as two separate condominium units operated together under a condominium association, to enable property owner/operators instead of one investment owner. Therefore, we are submitting this request for approval of a condominium land division.

If you have any questions, please feel free to call me.

Sincerely yours,

Peter R. Mayer

PRM/s

Document Number

DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LJM RIVERFRONT CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the "Act") this ___ day of April, 2018, by LJM, Inc., a Wisconsin corporation formerly known as LJM Architects, Inc. and also formerly known as Linde Jensen Marcheske Architects, Inc. (the "Declarant").

**ARTICLE I.
STATEMENT OF DECLARATION.**

The purpose of this Declaration is to submit the real estate described in Article III and the improvements constructed on the real estate to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the ground leasehold interest in the real estate described in Article III, and is the sole owner of all buildings and improvements on the real estate (together the "Condominium") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, mortgaged, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Condominium.

This space reserved for Recording Data

Name and Return Address

Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

Part of 59281 1109920
(Parcel Identification Number)

**ARTICLE II.
NAME OF CONDOMINIUM.**

The Condominium shall be known as **LJM Riverfront Condominium (the "Condominium")**. The Condominium is located in the City of Sheboygan, Sheboygan County, Wisconsin, upon the parcel of real estate legally described below, which is located at the building 107 feet South of the South right-of-way line of New Jersey Avenue extended East, 68 feet East of the West right-of-way line of South 7th Street extended South, and West of the Sheboygan River, with a assigned street address of 813-815 Riverfront Drive, Sheboygan, Wisconsin.

**ARTICLE III.
LEGAL DESCRIPTION OF PROPERTY.**

The real estate subject to Condominium covenants by this Declaration is legally described as follows:

The leasehold interest in and to the premises created by Ground Lease recorded in Volume 1083 of Records, on pages 908/21 described as: the site upon which the building is located, measuring approximately 28 feet North to South, by approximately 72 feet East to West located approximately 107 feet South of the South right-of-way line of New Jersey extended East to the Sheboygan River and 68 feet East of the West right-of-way line of South 7th Street extended 5 feet South, together with an easement over the adjacent 5 feet for purposes of access for repair, maintenance and building improvements, which is a part of Lots 5 and 6, Block 210, Original Plat of the City of Sheboygan (the "Real Estate").

The Real Estate is also described in the Condominium Plat attached hereto as Exhibit A and made a part of this Declaration (the "Condominium Plat").

**ARTICLE IV.
DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS,
COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS.**

Section 4.1 Description of Buildings.

(a) **Definition.** The Real Estate has dimensions of the building footprint of 28 feet North to South and 72 feet East to West, along with an easement over the adjacent 5 feet on all sides, including an easement for maintenance and encroachment for the overhang of the porch, all as more specifically identified on the first sheet of the Condominium Plat attached hereto as Exhibit A. The Declarant has constructed, completed the construction, and obtained a certificate of approval from the ground lessor for one (1) building on the Real Estate described in Article 3 above and in the approximate location identified in Article 2 above and on the first sheet of the Condominium Plat attached hereto as Exhibit A. The building is two (2) stories in height without a basement, shall contain two (2) units, and was constructed principally as a wood frame building with siding and trim, and the roof of the building is covered with asphalt composition roofing shingles (the "Building"). The Building and two (2) units are more fully described by the perimeter outline, dimensions, and square footage depicted upon the Condominium Plat attached hereto as Exhibit A.

(b) **Identification.** The approximate area of the Building, the location, and further details identifying and describing the Building are as set forth in the Condominium Plat, subject to the provisions of paragraph 4.2(a) below relating to Section 703.32(1), Wis. Stats. and "as built" locations of the Building.

Section 4.2 Description of Units.

(a) **Definition.** A unit is that part of the Real Estate and a Building intended for individual, private use, comprised of certain cubicles of air at one level of space, having outer boundaries formed by the interior surfaces of exterior walls (along with all windows, window frames, doors, and door frames, of the respective unit), the center of any vertical interior perimeter walls between any two units, the floor boundary extending to four (4) inches beneath the surface of the floor, and the interior surface of the ceiling below the roof trusses (excluding the exposed interior roof rafters and exposed structural framing beams), as such boundaries are shown upon the Condominium Plat or exist "as built" by Declarant, together with all fixtures and improvements contained within the Unit, including the right of ingress thereto and egress therefrom (together the "Unit"). Pursuant to Section 703.32(1), Wis. Stats., each Unit is ultimately and finally determined by the foregoing specified boundaries in the "as built" location constructed by Declarant. Notwithstanding anything in the Condominium Plat to the contrary, the "as built" unit boundaries shall control in the event of any conflict. Each Unit shall consist of designated commercial space, all as more specifically depicted upon the Condominium Plat and shall have additional deck, veranda, or patio space and as a Limited Common Element, along with any other designated Limited Common Element space. Parking shall be available by arrangement of the Unit Owners or the Association with the either designated municipal parking authority or ground lessor as either general public parking or assigned parking spaces. For purposes of insurance policy coverage, each Unit shall include: (a) all exterior and interior walls, windows, and doors; (b) roofs of buildings; (c) all floor surface and carpeting and other floor coverings and window treatments located within the Unit; (d) all electrical wiring and fixtures, plumbing and fixtures, hot water heaters, heating, ventilating, and air conditioning systems serving a Unit or providing service in common to the Building; (e) all appliances located within the Unit; (f) all decks, verandas, patios, canopies, and porches assigned as Limited Common Elements for the Unit; and (g) any parking spaces leased by the Unit Owner.

(b) **Identification.** Each Unit is designated as set forth in the Condominium Plat, either as Unit 1 or Unit 2. The approximate area of each Unit, the related Limited Common Elements initially designated for that specific Unit, immediate common elements to which the units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat, subject to the provisions of paragraph (a) above.

(c) **Legal Description.** Units shall be identified by the Unit number specified on the Condominium Plat. For example: Unit 1, LJM Riverfront Condominium or Unit 2, LJM Riverfront Condominium.

Section 4.3 Common Elements and Facilities.

(a) **Description.** Notwithstanding any depiction on the Condominium Plat to the contrary, the common elements and facilities shall consist of all improvements and appurtenances, except the Buildings and the individual Units, fixtures, and improvements therein (as defined in Section 4.2), and the Limited Common Elements and the fixtures and improvements designated for such Unit (as defined in Section 4.4), and shall include, without limitation, the remainder of the Real Estate, including without limitation (1) those portions of the Real Estate which from time to time are developed, constructed or maintained as private entrances, walkways, and paths, (together the "Access Areas"), (2) those portions of the Real Estate which from time to time are developed, constructed or maintained as common or

non-exclusive fixtures or improvements, including without limitation, any landscaped areas, landscaping planted or growing upon the Real Estate, canopies, exterior steps, interior stairways, common mailboxes, lighting poles and lamps, exterior signage, and if provided by the Condominium Association, then such exterior benches, picnic tables, additional patios and decks which are not designated as Limited Common Elements, and outdoor furniture (together the "Common Improvements"), (3) any utility services provided to or available for more than one Unit Owner, including without limitation any of the following which are in the future located at the Real Estate and are non-exclusive: (a) storm drains, inlets and sewers, (b) sanitary sewers, mains, and laterals, (c) water mains, pipes, laterals and hydrants, (d) fire loops and hydrants, (e) electrical and gas lines, wires and appurtenances, (f) telephone, cable, internet, master antenna, and other forms of signal transmission lines and appurtenances, (g) common heating, ventilating, and air conditioning, (h) utility controls, switches and meters, (i) any equipment, machinery, fixtures, and improvements which are used or to be used to deliver utility services to more than one Unit (together the "Utilities"), (4) the exterior portions of the Buildings, other than windows, window frames, doors, and door frames of the respective Unit, and (5) the structural roof rafters and structural framing beams, even if exposed in the interior of a Unit.

(b) **Easements.** Each Unit Owner shall have and possess a valid, non-exclusive easement over, across, and upon the Access Areas and such other required portions of the common elements and facilities and Limited Common Elements for the purposes of pedestrian ingress, egress, passage and traffic in, upon, over, across and through the Real Estate, and providing access to, from and between a Unit and the public roads and streets located adjacent to the Condominium (together the "Access Easement"); provided that the rights of the Unit Owner under the Access Easement shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws, including without limitation any designated access routes designed to reduce disruption of other Unit Owners or to maintain the exclusive use of Unit space. Each Unit Owner shall have and possess a valid, non-exclusive easement over, across, and upon (1) the Access Areas, (2) such other required portions of the common elements and facilities, including without limitation any connections to the common Utilities, (3) the appurtenant Limited Common Elements of that Unit, and (4) if reasonable and necessary, the Limited Common Elements appurtenant to another Unit; provided that the rights of the Unit Owner under the Utility easement shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws. The Unit Owner for Unit 1 shall have a non-exclusive easement thru the Limited Common Elements appurtenant to Unit 2, after 24 hours prior verbal notice to the Unit Owner of Unit 2 or its designated representatives except in case of emergency in which case notice shall be given as soon as reasonably practical, for purposes of obtaining access to the Unit 1 Utility facilities located within the Unit 2 first floor Limited Common Element space (the "Unit 1 Utility Easement"). The Condominium Association shall have and possess a valid, non-exclusive easement over, across, and upon (1) the Access Areas, (2) the common elements and facilities, (3) the Limited Common Elements, and (4) if reasonable and necessary, the Units, all for the purposes of the installation, repair, maintenance, alteration, operation, removal, and replacement of the Utilities and as may from time to time be necessary for repair, reconstruction, and maintenance of the Condominium (together the "Condominium Easement").

(c) **Use.** Each Unit Owner shall have and possess a valid right to the non-exclusive use and enjoyment of the common elements and facilities, including without limitation the Access Areas and Common Improvements; provided that the use is at all times fully in compliance with this Declaration, the By-Laws of the Condominium Association, any rules and regulations properly adopted pursuant to the By-Laws, is consistent with reasonable residential use of the Condominium, does not constitute a nuisance, does not interfere with or materially adversely affect the rights and interests of any other Unit Owner, the Condominium Association, the Declarant, and does not violate any applicable law, statute, code, or ordinance.

Section 4.4 Limited Common Elements.

(a) **Description.** Notwithstanding any depiction on the Condominium Plat to the contrary, a portion of the common elements and facilities are designated as "Limited Common Elements." The Limited Common Elements are located exterior to the Unit and are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of the other Units in the Condominium, but subject at all times to the provisions of Section 4.3, including without limitation the Access Easement and the Unit 1 Utility Easement. The Limited Common Elements consist of any entrances, covered porches, decks, verandas, and patios appurtenant to only one or two Units, and any Unit mailbox within a mailbox cluster. The Unit Owner of Unit 2 shall have a designated Limited Common Element space on the first floor of the Building, which shall be appurtenant to its Unit for exclusive Unit access, exclusive meeting space, and limited access to Utilities for both Unit Owners and their authorized and approved agents (the "Unit 2 Interior LCE"). The use of any Limited Common Elements which are shared by both Units, if any, shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws, including without limitation any rules designed to reduce disruption of the other Unit Owner. The Condominium Association may from time to time construct, designate and provide within the common element a storage space assigned to a Unit, which shall then also be a Limited Common Element for that Unit. The storage space shall not be used to store any dangerous, hazardous, or flammable materials, shall only be used for the storage of items owned by the Unit Owner, and all items shall be located within and not in front of the storage space.

(b) **Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Condominium Association, and no Unit Owner shall alter, remove, repair, decorate, landscape, or adorn any Limited Common Element, except for modifications by the Unit Owner of Unit 2 to the interior Limited Common Element appurtenant to its Unit to create meeting space and limited access areas, or permit such, in any manner contrary to such By-Laws and rules and regulations, or in any manner which is not consistent with the common design elements of the Condominium. Except as otherwise allowed under this paragraph, no changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Condominium Association, which approval may be given upon such terms and conditions as the Condominium Association deems appropriate.

ARTICLE V.

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with the other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his/her/their Unit as a place of business, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his/her/their Unit. The fraction of such undivided interest (the "Allocated Interest") in the common elements and facilities and Limited Common Elements relating to each Unit and its owner for all purposes, except for proportionate payment of common expenses which is more specifically described in Article XI, shall be as follows: fifty percent (50%) per Unit. The Allocated Interest shall not in any event be adjusted from the foregoing allocation based upon the dissimilar sizes, values, or features of the Units, it being the intent of the Declarant to specifically determine the Allocated Interest based primarily upon the number of Units within the Condominium. Unit Owners, his/her/their tenant, and their owners, members, shareholders, officers, employees, customers, clients, agents, invitees, and guests (together "Agents"), shall not hinder or encroach upon the lawful rights of any other Unit Owner or such Unit Owner's Agent with respect to such Unit, with the exception of the Limited Common Elements as described in this Declaration.

ARTICLE VI.

ASSOCIATION OF UNIT OWNERS.

Section 6.1 Membership, Duties, and Obligations. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners to be known as **LJM RIVERFRONT CONDOMINIUM OWNERS ASSOCIATION** (the "Condominium Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and Limited Common Elements. The Condominium Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Unless and until incorporation, the Condominium Association shall be an unincorporated association. Each Unit Owner and the occupants of the Unit shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

Section 6.2 Voting Rights. Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one (1) membership and one (1) vote shall exist for each Unit. If there exists more than one owner of a Unit, then the owners shall determine between themselves who has the right to cast the one vote or may divide their vote in relation to their ownership interest, but in no event shall the owner of any one Unit, if there be more than one, have more than one vote. Unanimous agreement of multiple owners is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the other owners to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata. For purposes of this Section 6.2, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Register of Deeds for Sheboygan County. The respective rights, qualifications, and obligations of the members shall be as set forth in the By-Laws of the Association.

Section 6.3 Condominium Association Personnel. The Condominium Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Condominium Association may contract for common services or utilities as may be required for each Unit.

Section 6.4 Voting Deadlock Provisions. In the event that the Unit Owners are deadlocked on a vote, then the existing status quo shall continue until such time that the deadlock has been broken. After a deadlock vote, either Unit Owner shall have the right to assert that the deadlock materially affects that Unit Owner or the Association. In the event of (i) a deadlock vote on a decision which is asserted to materially affect a Unit Owner or the Association, then a three-person advisory panel shall be appointed, with each Unit Owner selecting one advisor and the two advisors selecting a third. The recommendation of the advisory panel shall not be binding upon the Association or

the Unit Owners but shall be provided prior to any action for Arbitration. In the event that a deadlock continues for more than one year and three-person advisory panel has been unable to resolve the deadlock and confirms that the matter is material, it is hereby agreed that the deadlock shall be referred to the American Arbitration Association, or such other dispute resolution agency as the parties shall agree, for arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

ARTICLE VII. PURPOSE AND USE OF BUILDINGS AND UNITS.

Section 7.1 Purpose of Buildings and Units. The Condominium and the Units are intended for and restricted to commercial use as governed by the terms and conditions contained herein, the applicable zoning ordinances of the City of Sheboygan, the ground lease requirements, and in the By-Laws of the Association. The use of the Units, Limited Common Elements, and common elements and facilities shall comply with the City of Sheboygan Ordinances, any other applicable municipal ordinance, and any other restrictions as contained in the Condominium Association's By-Laws and any rules and regulations adopted by the Condominium Association. No use may unreasonably interfere with the use and enjoyment of the common elements and facilities, Limited Common Elements, or other Units by the other Unit Owners. There shall be no storage of material outside of a Unit, except only in the Unit 2 Interior LCE, or as permitted by the Condominium Association, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium, create or otherwise constitute a material risk of harm to other Unit Owners or constitute a nuisance.

Section 7.2 Leasing. A Unit Owner may lease all of his/her/their Unit, provided, however, that all of the following conditions are fully satisfied: (1) after leasing, such use by a tenant is consistent with this Article, the Declaration, and the Condominium Association By-Laws, and in compliance with the applicable zoning ordinances of the City of Sheboygan and the ground lease requirements, (2) such tenant shall at all times fully comply with this Article, the Declaration, the Condominium Association By-Laws, and any rules and regulations adopted pursuant to the By-Laws, and the tenant shall be similarly obligated under Section 14.13 relating to remedies in the event of violation, (3) the Unit Owner shall have no right to lease only the Limited Common Element of a Unit, (4) any leases shall be for periods of not less than six (6) months except as otherwise provided in the Bylaws, (5) the Association may require the lease to be on a prescribed form, and (6) prior verbal notice of the identification of tenants shall be given to the other Unit Owner so that the proper security of the common elements is provided. In addition, if restricted by the By-Laws, any lease of a Unit shall be only for the designated uses of the Unit, unless prior written consent of the other Unit Owner is first obtained.

ARTICLE VIII. PROVISIONS AS TO REPAIRS AND MAINTENANCE.

Section 8.1 Individual Units and Limited Common Elements. Each Unit Owner shall be responsible for maintaining, repairing, replacing, and keeping the Unit and all of the fixtures, improvements, and appurtenances located within the Unit or upon the Limited Common Elements, in good order, condition, and repair consistent with the high quality nature of the Condominium, and shall be responsible for decorating, painting, and keeping the interior of the Unit, fixtures and improvements of the Unit, and Limited Common Elements in good repair, aesthetically pleasing, and consistent with the original design and plans; provided, however, that the Association shall have the right to require that the exterior Limited Common Elements are maintained under maintenance contract to assure consistent exterior appearance. Each Unit Owner shall be responsible for the maintenance, repair, or replacement of any individual sewer and water laterals and pipes exclusively serving a Unit, plumbing fixtures, water heaters exclusively serving a Unit, furnaces exclusively serving a Unit, fireplaces and chimneys exclusively serving a Unit, doors and windows for a Unit or Limited Common Element (including replacement of broken glass), screens and screening, lighting fixtures, heating and air conditioning equipment exclusively serving a Unit, or other equipment which may be in or exclusively serve the Unit, along with any Utilities exclusively serving a Unit. Any Utilities serving only one Unit shall be constructed, installed, maintained, repaired, replaced, and kept in good, safe, and orderly condition and repair, by and at the sole cost and expense of the individual Unit Owner, at a standard appropriate for the high quality nature of the Condominium, whether located within the Unit or upon the Limited Common Elements of the Unit. Each Unit Owner shall be responsible for keeping the Limited Common Elements in good order, condition, and repair, subject to the Condominium Association's assumption of responsibility for such maintenance, repair, and landscaping pursuant to a maintenance contract approved by the Condominium Association (the "Maintenance Contract"). In the event that the Condominium Association approves a Maintenance Contract, then the Unit Owner shall at all times act in accordance with such Maintenance Contract and shall not in any way interfere with the services, work or efforts of any contractors or agents working on the Common Areas, Limited Common Elements, or the Units, pursuant to the Maintenance Contract.

Section 8.2 Common Elements and Facilities. The Condominium Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include: (a) all painting, repair, maintenance, and if applicable the

plowing, of Access Areas upon the Common Elements and the decks, verandas, and patios which constitute Limited Common Elements, (b) the planting, preservation, conservation, maintenance, and upkeep of the Real Estate, including without limitation all common landscaping, whether upon the Limited Common Elements or upon the Common Elements, and (c) any constructing, installing, maintaining, repairing, replacing, and keeping the Access Areas, Common Improvements, and Utilities, in good order, condition, and repair consistent with the high quality nature of the Condominium, including without limitation any maintenance, repair, and if necessary replacement, of the exterior portions of the Buildings, including without limitation the exterior facade and the roof, but specifically excluding the windows, window frames, doors, and door frames of the respective Unit (together the "Condominium Management").

Section 8.3 Prohibition Against Changes By Owner. A Unit Owner shall not, without first obtaining the written consent of the Condominium Association and such other approvals as may be required, make or permit to be made any alternations, changes, or improvements to the exterior of the Building, or any material interior portion which affects the structural integrity of the Building, or to any other exterior fixtures or improvements whether at the Unit or Limited Common Elements, or to any common elements and facilities; provided, however, that the Unit Owner can and shall make such alternations, changes, or improvements for maintenance, repair, and replacement required pursuant to Section 8.1. A Unit Owner shall not perform, or allow to be performed, any act or work, or allow the installation or placement of personal property within a Unit, which will impair the structural soundness or integrity of the Building, or the safety of the Condominium or Unit Owners, or impair any easement or hereditament, without the prior written consent of the Condominium Association.

Section 8.4 Entry for Repairs. The Condominium Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions for any maintenance, construction or repair of Utilities or for any other matters for which the Condominium Association is responsible, including without limitation the Condominium Management. Such entry shall be made with prior notice to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit Owner and Unit Owner's Agents as practical; provided that no prior notice or non-interference shall apply with respect to services or work performed pursuant to a Maintenance Contract. Any damage to a Unit caused by the Condominium Association shall be repaired by the Condominium Association and treated as a common expense except as allocable to an individual Unit or Units.

Section 8.5 Utility Bills. Each Unit Owner, or its Agents, shall pay for all telephone, electrical, gas, cable, communications and other utility services which are separately metered or billed to each user by the respective utility company, or are appropriately billed or charged by the Condominium Association to a Unit Owner based upon that Unit Owner's responsibility for any costs, expenses, and damages to the Utilities. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

Section 8.6 Unit Owner's Rights With Respect to Interiors. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the Unit and all walls, ceilings, floors, and doors within such boundaries.

Section 8.7 Indemnification. Each Unit Owner, with respect to its Unit, including without limitation the Limited Common Elements, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold the other Unit Owner and its Agents, the Condominium Association, their successors, assigns, tenants and occupants, harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of or in any way related to personal injury, death or damage to property occurring upon the Unit, including without limitation the Limited Common Elements, or otherwise relating to the failure by such party to maintain the Unit in a safe and proper condition. Each party shall give each other party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

Section 8.8 Insurance. Each Unit Owner, for and with respect to its Unit, including without limitation the elements of the Unit as defined in Section 4.2(a) for purposes of insurance and the Limited Common Elements, shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Unit, including without limitation the Limited Common Elements, with reasonable limits of the policies which conform to the requirements that the policies cover full insurable value and are sufficient for the Unit Owner to comply with the requirements for repair and reconstruction under Section 9.1. Upon the written request of the Association, a Unit Owner shall provide certificates of such insurance. The policy required by this Section shall name the Condominium Association as an additional insured and shall include an endorsement to the effect that the insurer agrees to notify Condominium Association not less than ten (10) days in advance of any cancellation or non-renewal of the policy. Provided that the insurance coverage is not thereby invalidated, each Unit Owner, for itself and its insurer, hereby releases the Association and Declarant from and against any and all claims, demands, liabilities or obligations whatsoever to the extent that such damage or loss is covered by the insurance which the Unit Owner carries.

**ARTICLE IX.
DESTRUCTION AND RECONSTRUCTION.**

Section 9.1 Unit Destruction and Reconstruction. In the event of a partial or total destruction of a Unit (including without limitation the elements of the Unit as defined in Section 4.2(a) for purposes of insurance), or equipment, fixtures, or improvements upon the appurtenant Limited Common Elements, the damage or destruction shall be repaired and rebuilt by the Unit Owner as soon as practicable and substantially to the same design, plan, and specifications as originally built. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original only after first obtaining the written consent of the Condominium Association.

Section 9.2 Common Element Destruction and Reconstruction. In the event of a partial or total destruction of equipment, fixtures, or improvements upon the Real Estate, except for within a Unit under Section 9.1, it shall be repaired and rebuilt by the Condominium Association as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless a vote is taken by the Condominium Association authorizing the Board of Directors to take other action. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original after first obtaining such approvals as may be required; and the location shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Condominium Association and collected for damage or destruction to the Building, Access Areas, Common Improvements, and Utilities shall be available to the Condominium Association for the purpose of repair or reconstruction, as provided in Article X. The Condominium Association shall have the right to levy assessments as a common expense in the event that the proceeds of any insurance collected (excluding deductibles) are insufficient to pay the estimated or actual costs of repair or reconstruction required to be completed by the Condominium Association.

**ARTICLE X.
INSURANCE.**

The Board of Directors of the Condominium Association shall provide and maintain fire and broad form extended coverage insurance on the Common Areas, including without limitation the Building (excluding the elements of the Unit as defined in Section 4.2(a) for purposes of insurance), the Access Areas, Common Improvements, and Utilities. Such insurance shall be obtained in the name of the Condominium Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Condominium Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated, nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Condominium Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value and sufficient for the Condominium Associate to comply with the requirements for repair and reconstruction under Section 9.2.

If the insurance coverage is available to combine protection for the Condominium Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he/she/they direct(s) the Board of Directors to include in such policies for his/her/their additional protection. Once a combined protection policy has been put in place, the coverage shall continue in such manner unless the Unit Owners unanimously agree to no longer continue such combined protection policy. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his/her/their own expense, to provide any additional insurance coverage on his/her/their improvements which will not duplicate any insurance provided by the Condominium Association.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and Limited Common Elements, including without limitation the Access Areas, Common Improvements, and Utilities, in such amounts as may be determined at the discretion of the Board of Directors from time to time.

**ARTICLE XI.
UNIT OWNER LIABILITY FOR COMMON EXPENSES.**

Section 11.1 Assessment for Common Expenses. The costs of administration of the Condominium Association, liability, fire and extended coverage insurance premiums, lawn care, landscaping, trash service, snow removal, repair, maintenance, and other expenses of the common elements and facilities and Limited Common Elements, including any Maintenance Contract and common services provided to the Unit Owners, and any and all other items, costs, and expenses included or contemplated within the Condominium Management described in Section 8.2, shall be paid for by the Association. The Condominium Association shall make assessments against the Unit

Owners and the Units for such common expenses in proportion with the percentage of the undivided interest in the common elements and facilities and Limited Common Elements relating to each Unit, based upon the Allocation and in the same percentages of the Initial Condominium Dues paid by Unit Owners as follows: \$_____ per Unit, and after the Initial Condominium Dues then in the manner provided in the By-Laws of the Association. Special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction, repair or replacement of capital improvements on the common elements or Condominium Association property, and the construction or purchase of new capital improvements, but may be levied only upon unanimous affirmative vote of the Unit Owners at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association. No Unit Owner may exempt himself/herself/themselves or his/her/their unit ownership from liability for his/her/their contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities and Limited Common Elements or by abandonment of his/her/their Unit; and no conveyance shall relieve the Unit Owner-grantor or his/her/their Unit of such liability, and he/she/they shall be jointly, severally, and personally liable along with his/her/their grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her/their Unit have been paid.

Section 11.2 Payment and Collection of Assessments. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Condominium Association to meet estimated common expenses of the Condominium Association for the ensuing year; provided, however, if prorated and billed monthly, the assessments shall not be considered due until the respective installment payment dates. Should the annual assessments be determined insufficient to pay the common expenses, the Board of Directors of the Condominium Association may increase the amount thereof, and thereupon shall give written notice of such action to the Unit Owners. In the event the Board of Directors determines that excess assessments have been made or assessed to the Unit Owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a five-year period, necessitating the payment of such funds or for which no specific contingency exists. Excess assessments shall be distributed on the same basis as they were collected from the Unit Owners. Additionally, the Board of Directors may make such repayments in their discretion, with due regard for past payment pattern and future needs. In the event of delinquency in payment, the Condominium Association may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. If not paid by the date due, the assessment for common expenses shall include such interest as the Condominium Association may impose in the By-Laws for delinquencies, the costs of collection, and actual attorney fees, and shall constitute a lien on the Unit and the related individual interest in the common elements and facility appurtenant thereto against which it is assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

Section 11.3 Certificate of Status of Assessments. The Condominium Association shall furnish, upon request of a Unit Owner or such other persons who may have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Condominium Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

ARTICLE XII. EASEMENTS, RESERVATIONS, AND ENCROACHMENTS.

Section 12.1 Utilities. Easements, including without limitation, the Access Easement, the Utility easement, the Unit 1 Utility Easement, and the Condominium Easement are hereby declared and granted for the benefit of the Unit Owners, the Condominium Association, and the Declarant.

Section 12.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the common elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the Building containing such Unit shall remain standing, and Unit and common element boundaries shall be as provided in the Act.

Section 12.3 Binding Effect. All easements and rights described in this Section 12 are easements appurtenant, running with the land, and are subject to the reasonable control of the Condominium Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on all Unit Owners, purchasers, and mortgagees, and their heirs, personal representatives, successors and assigns, and shall be binding upon the Unit Owner's tenants, invitees and guests. The Condominium Association and the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 12. By acceptance of a deed of conveyance of a Unit, each Unit Owner agrees on their own

behalf, and on behalf of their heirs, personal representatives, successors and assigns, tenants, invitees, and guests to abide by the terms, conditions, restrictions, covenants, and easements set forth in this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly promulgated by the Association

**ARTICLE XIII.
EXPANSION.**

Declarant hereby confirms that there shall be no right to expand the Condominium.

**ARTICLE XIV.
GENERAL PROVISIONS.**

Section 14.1 Partition of Common Elements Prohibited. There shall be no partition of the common elements and facilities and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated.

Section 14.2 Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements. The percentage of the undivided interest in the common elements and facilities and Limited Common Elements shall not be separated from the Unit to which it pertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his/her/their interest in the Unit and his/her/their corresponding percentage of ownership in the common elements and facilities and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Section 14.3 Failure of Condominium Association to Insist on Strict Performance Not Waiver. The failure of the Declarant or the Condominium Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition, or restriction, but such term, covenant, condition, restriction shall remain in full force and effect. The receipt by the Condominium Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Condominium Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 14.4 Amendments to Declaration. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended by an affirmative unanimous vote and written consent of all votes entitled to be cast by members of the Condominium Association and written consent of their respective mortgagees. Copies of amendments shall be certified by the Board of Directors of the Condominium Association in a form suitable for recording. The amendment shall be recorded with the Register of Deeds for Sheboygan County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his/her/their address on file with the Association.

Section 14.5 Notices. All notices and other documents required to be given by this Declaration or the By-Laws of the Condominium Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All owners shall provide the Board of Directors of the Condominium Association with an address for mailing or service of any notice or other documents and the Board of Directors shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

Section 14.6 Termination of Condominium Plan. This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 14.7 Other Assessments. Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Condominium Association as a common expense, and the share thereof allocated to each Unit as provided in this Declaration shall become and be added to the assessments against each Unit. Any rents due under the ground lease shall be paid by the Condominium Association as a common expense, and the share thereof allocated to each Unit as provided in this Declaration shall become and be added to the assessments against each Unit.

Section 14.8 Real Estate Taxes. Unless real estate taxes shall be taxed separately to each Unit Owner on an ad valorem basis determined by the assessed value of the Unit, the appurtenant Limited Common Elements, the Allocated Interest in the common elements and facilities, any real estate taxes shall either be paid as a part of the ground lease rents under Section 14.7 or shall be paid by the Condominium Association as a common expense, and the share thereof allocated to each Unit as provided in this Declaration shall become and be added to the assessments against each Unit.

Section 14.9 Service of Process. The person to receive service of process upon the Condominium Association shall be to the owner of Unit 2, unless otherwise agreed by the Unit Owners. The members of the Condominium Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 14.10 Severability. In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

Section 14.11 Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

Section 14.12 Right of First Refusal. Each Unit Owner hereby grants to the other Unit Owner, a right of first refusal on the sale of his/her/their/its Unit under the following terms and conditions. In the event that a Unit Owner desires to sell a Unit, the selling Unit Owner shall give ten (10) days prior written notice to the other Unit Owner via first class mail and via certified mail (or such similar mail service then offered by the U.S. Postal Service) (the "Notice of Offer") of the proposed amount of the purchase price at which the Unit is being offered for sale (the "Purchase Price"). The other Unit Owner personally, and only the Unit Owner receiving the Notice of Offer, shall have the legal right, exercisable by sending written notice to the selling Unit Owner, via first class mail and via certified mail (or such similar mail service then offered by the U.S. Postal Service) to the notice address then on file in the records of the Association, within ten (10) days of the Notice of Offer, along with a nonrefundable deposit of money by cashier's check or other recognized "good funds" based upon five (5%) percent of the Purchase Price (the "Purchase Deposit") in the certified mail envelope (together the "Notice of Exercise"), to purchase the Unit upon the following terms and conditions: (a) the remainder of the Purchase Price shall be paid in good funds at Closing, (b) the Closing shall occur within forty (40) days of the Notice of Offer, and (c) subject to the other terms and conditions set forth in a standard condominium Offer to Purchase then used in Sheboygan County. If the other Unit Owner does not deliver the Notice of Exercise, including the Purchase Deposit, within ten (10) days of the Notice of Offer, then the selling Unit Owner, or his representatives or beneficiaries, shall have the right to sell the Unit during the next twelve (12) months, at or above the Purchase Price to any party. Neither the sale of a Unit to a third party nor the exercise and closing of the Right of First Refusal shall extinguish subsequent rights of first refusal. Notwithstanding anything herein to the contrary, any conveyance of a Unit, whether by gift, sale, or other transfer, to a spouse or to any trust, living trust, corporation, limited liability company, partnership, or other estate planning vehicle created by or controlled by a Unit Owner shall not affect this right of first refusal, grant the other Unit Owner the immediate right to purchase a Unit. In the event that a Unit Owner fails to pay the remainder of the Purchase Price by the Closing Date after giving a Notice of Exercise, the nonrefundable Purchase Deposit shall be forfeited.

Section 14.13 Remedies. If any Unit Owner fails to comply with, breaches, or defaults under, the provisions of the Act, this Declaration, the By-Laws of the Condominium Association, or any rules and regulations properly promulgated by the Association, such Unit Owner shall reimburse the Condominium Association for any loss, costs, and damages arising out of or resulting from such breach or default, and the Unit Owner may be sued for damages caused by such failure, breach or default, or for injunctive relief, or both, by the Condominium Association, Declarant, or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Section. Any and all attorneys' fees and other expenses incurred by the Condominium Association or Declarant in enforcing this provision shall be reimbursed by the Unit Owner in violation. In the event that the Unit Owner fails to obtain the insurance policy coverage required by Section 8.8 within five (5) days of written notice from the Board of Directors of the Condominium Association, then the Board of Directors shall have the right to procure the required insurance policy for and on behalf of the Unit Owner and the cost of such policy shall be assessed to the Unit Owner. Any obligations of a Unit Owner under this paragraph may be assessed as a special assessment against such owner's Unit and shall constitute a lien against the Unit.

Section 14.14 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said Declarant has caused this document to be executed at Elkhart Lake, Wisconsin, as of the date first set forth above.

LJM, Inc.

By: _____
Erik Jensen, President

ACKNOWLEDGMENT

State of Wisconsin)
) SS
Sheboygan County)

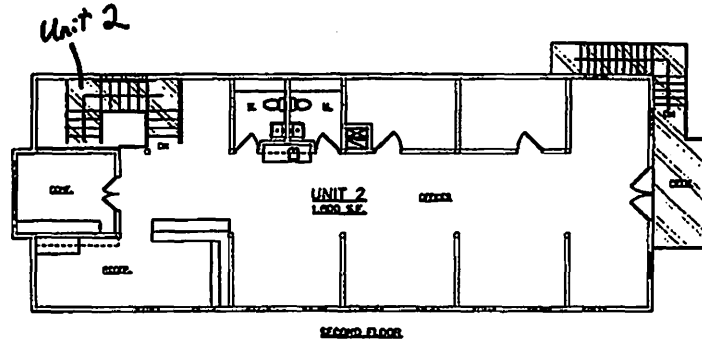
Personally came before me this ____ day of April, 2018, Erik Jensen, to me known to be the person who executed the foregoing instrument as President of LJM, Inc., and acknowledged the same.

*Peter R. Mayer
Notary Public, State of Wisconsin
My Commission (expires: _____/is permanent).

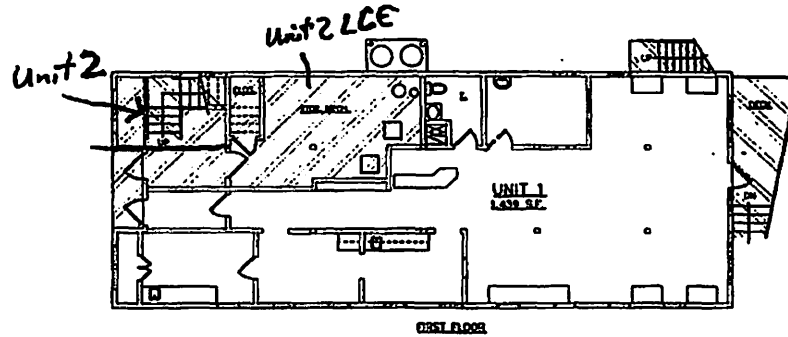
This Instrument was drafted by:
Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

Revised
LJM CONDOMINIUM

Part of the Lots 5 and 6, and Vacated 7th Street, Original Plat of the City of Sheboygan,
 located in Section 28, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



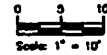
SECOND FLOOR



FIRST FLOOR

- = COMMON ELEMENT
- = LIMITED COMMON ELEMENT

DRAFT



941 County Avenue, Suite 1
 Sheboygan, WI 53081
 920-947-0799

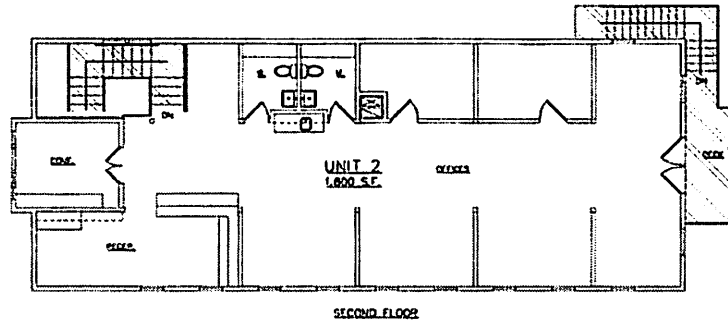
CEDAR CREEK SURVEYING, LLC

www.cedarcreeksurveying.com

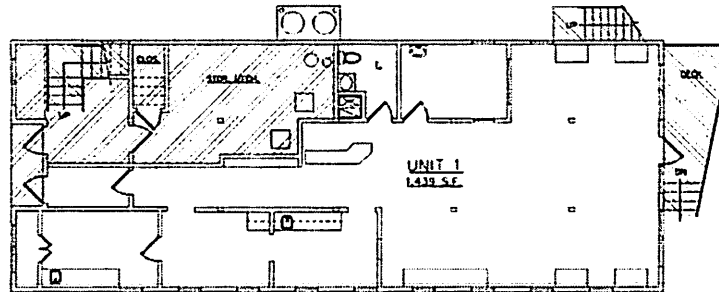
FILE NO. 201524 DATE 7/27/2015 PAGE 2 OF 3

LJM CONDOMINIUM



Part of the Lots 5 and 6, and Vacated 7th Street, Original Plat of the City of Sheboygan,
located in Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



SECOND FLOOR



FIRST FLOOR

-  = COMPN ELEMENT
-  = UNITED COMPN ELEMENT

DRAFT



0 5 10
Scale: 1" = 10'

811 Cedar Creek, Suite 1
Okauchie, WI 53127
920-517-6199

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

FILE NO.: 2018014 DATE: 2/26/2018 PAGE: 3 OF 3

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 156-17-18 by Alderpersons Donohue and Bohren. A Resolution terminating Tax Incremental Financing District No. 5.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: March 21, 2018

MEETING DATE: March 26, 2018

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 created Tax Incremental Financing District 5 on May 6, 1991. The district was created for Sheboygan Paper Box Company as a Small Industrial District. The district will reach its maximum life on May 6, 2018.

STAFF COMMENTS:

The district did not issue any debt, instead utilized advances from the General Fund and the Industrial Park Fund. The level of tax increment paid the interest on the advances and the majority of the principal. There will be no surplus funds to be distributed.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 156-17-18 to terminate Tax Incremental Financing District No. 5.

ATTACHMENTS:

- I. Res. No. 156-17-18

III

6.1

Res. No. 156 - 17 - 18. By Alderpersons Donohue and Bohren.
March 19, 2018.

A RESOLUTION terminating Tax Incremental Financing District No. 5.

WHEREAS: The City of Sheboygan passed Res. No. 4-91-92 creating Tax Incremental District No. 5 on May 6, 1991 and adopted a project plan that year; and

WHEREAS: TIF District No. 5 will reach its maximum life on May 6, 2018.

NOW, THEREFORE, BE IT RESOLVED: That the City Common Council does hereby terminate TIF District No. 5; and

BE IT FURTHER RESOLVED: That the City Clerk shall notify the Wisconsin Department of Revenue that the District has been terminated;

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the City shall send final audited information to the Wisconsin Department of Revenue.

Finance
Personnel

My Lynne Donohue
Jamel A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 324-17-18 by Director of Planning and Development submitting a request accepting \$20,000 in sponsorship contribution from PLENCO towards the 2018, 2019 and 2020 City's Independence Day Freedom Fest Celebration.

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

REPORT DATE: March 22, 2018

MEETING DATE: March 26, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: \$53,940
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: For the past number of the years, Johnsonville has sponsored the City's Big Bang Celebration at \$39,000. In 2017, they notified the City that would be their last year of sponsoring the event. City staff has been working aggressively the past three months to find sponsors to keep the festivities going. Vollrath Company was interested in we could find a matching partner and thus PLENCO agreed to three years at \$20,000 each year.

STAFF COMMENTS: PLENCO should be commended for agreeing to be a title sponsor to continue the City's Independence festivities.

ACTION REQUESTED:

Motion to recommend to the Common Council to approve R.O. No. 324-17-18 by Director of Planning and Development submitting a request accepting \$20,000 in sponsorship contribution from PLENCO towards the 2018, 2019 and 2020 City's Independence Day Freedom Fest Celebration.

ATTACHMENTS:

- I. R.O. No. 324-17-18

II

Other Matters

9.1

R. O. No. 324 - 17 - 18. By DIRECTOR OF PLANNING AND DEVELOPMENT.
March 19, 2018.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$20,000 in sponsorship contribution from PLENCO towards the 2018, 2019, and 2020 City's Independence Day Freedom Fest Celebration.

PLENCO has agreed to be a title sponsor for the event over the next three years. In late 2017, Johnsonville had notified that city of their interest in not sponsoring the event as a title sponsor. PLENCO has agreed to the following years and amounts:

- 2018: \$20,000
- 2019: \$20,000
- 2020: \$20,000

City Staff and Visit Sheboygan, Inc. staff is working with PLENCO on marketing and promotion items as part of this contribution.

Finance
+
Personnel

DIR. OF PLANNING & DEV



March 15, 2018

Mr. Michael Brotz
c/o Mary Wesner, Executive Secretary
PLENCO
3518 Lakeshore Road
Sheboygan, WI 53082-0758

Dear Mr. Brotz:

Thank you for your interest in sponsoring the City of Sheboygan 4th of July Freedom Fest event. We are grateful that PLENCO has agreed to fund this event.

As was discussed, PLENCO agrees to sponsor the City's Freedom Fest event in the amount of \$20,000 for 2018, 2019 and 2010 for a total of the \$60,000. The City respectfully requests that PLENCO provide payment to the City's tourism entity, the Visit Sheboygan, Inc., 621 S. 8th Street, Sheboygan, no later than April 20 of each year.

Visit Sheboygan, Inc., is contracted with the City of Sheboygan to manage the Freedom Fest event and will provide promotional opportunities for the event utilizing PLENCO's logo.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for PLENCO's commitment to the City and to the visitors and citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the continued success of this event, which is anticipated and enjoyed by an estimated 80,000 people each year.

If you are in acceptance, please sign and date in the box below and email back to me at Chad.Pelishek@sheboyganwi.gov

Sincerely,

Chad Pelishek
Planning & Development Director

PLENCO AGREEMENT:	
	<u>Michael R. Brotz</u>
Title:	<u>PRESIDENT</u>
Date Signed:	<u>3/16/18</u>

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 301-17-18 is a claim from David Dekker for alleged damages to his vehicle. R.O. No. 315-17-18 is a claim from Brian Dorn regarding alleged vehicle damage. R.O. No. 312-17-18 is a claim from Joel Hendrikse for alleged vehicle damage.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: March 20, 2018

MEETING DATE: March 26, 2018

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:

City staff has reviewed the following claims:

Claim No. 35-17 was received on March 2, 2018 from David Dekker, 1731 Plainwood Drive, Sheboygan, WI. This claim is for \$164.91 for alleged damages to Mr. Dekker's vehicle.

Claim No. 36-17 was received on March 5, 2018 from Brian Dorn, 933 Echo Drive, Burlington, WI 53105. This claim is for \$537.93 for alleged damages to Mr. Dorn's vehicle.

Claim No. 41-17 was received on March 9, 2018 from Joel Hendrikse, 4407 E Parke Ridge Lane, Sheboygan, WI. This claim is for \$372.00 for alleged damages to Mr. Hendrikse's vehicle.

STAFF COMMENTS:

Per Res. No. 64-17-18 the City staff has reviewed and settled the following claim: Claim No. 41-17 Joel Hendriske in the amount of \$290.71.

Per Res. No. 64-17-18 the City staff has reviewed and denied the following claims: Claim No. 35-17 David Dekker and Claim No. 36-17 Brian Dorn.

ACTION REQUESTED:

Motion to recommend the Common Council file R.O. No. 312-17-18 as the claim has already been settled pursuant the authority granted by the Common Council in Res. No. 64-17-18.

Motion to recommend the Common Council file R.O. No. 301-17-18 and R.O. No 315-17-18 as the claims have already been denied pursuant the authority granted by the Common Council Res. No. 64-17-18.

ATTACHMENTS:

- I. R.O. No. 301-17-18
- II. R.O. No. 312-17-18
- III. R.O. No. 315-17-18

II

4.3

R. O. No. 301 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from David Dekker for alleged damages to his right front tire when he hit a pothole on South 18th Street.

*Finance
Personnel*

CITY CLERK

II

5.3

R. O. No. 312 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Joel Hendrikse for alleged damages to his parked vehicle when it was struck by a snowplow, damaging the passenger side mirror.

CITY CLERK

*Finance +
Personnel*

II

5.6

R. O. No. 315 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Brian Dorn for alleged damages to his vehicle from a steel pole snow marker that was bent and protruding into the traffic lane at the intersection of Weeden Creek Road and County Road OK.

*Finances
Personnel*

CITY CLERK

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Documents to be filed.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: March 20, 2018

MEETING DATE: March 26, 2018

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:

City staff has reviewed the following documents:

- R.C. No. 412-16-17 (R.O. No. 93-16-17) Douglas Leppanen and Network Health v City
- R.C. No. 417-16-17 (R.O. No. 207-16-17) Wells Fargo v Janice Scheibl et al
- R.C. No. 421-16-17 (R.O. No. 252-16-17) US Bank National Association v Rosenthal
- R.C. No. 424-16-17 (R.O. No. 44-16-17) Sonlight Books v City of Sheboygan
- R.O. No. 61-17-18 Nyhuis Enterprises LLC VS Patrick Eirich
- R.O. No. 130-17-18 John Justinger vs Thomas Lloyd
- R.O. No. 164-17-18 US Bank National Association V Luis E. Olmedo
- R.O. No. 176-17-18 PHH Mortgage Corporation V Henry Lee
- R.O. No. 267-17-18 Eric Burrows v Joel Clark and Cameron Stewart

STAFF COMMENTS:

These documents have no other action needed and should be filed.

ACTION REQUESTED:

Motion to recommend the Common Council file the following documents:

- R.C. No. 412-16-17(R.O. No. 93-16-17) Douglas Leppanen and Network Health v City
- R.C. No. 417-16-17(R.O. No. 207-16-17) Wells Fargo v Janice Scheibl et al
- R.C. No. 421-16-17(R.O. No. 252-16-17) US Bank National Association v Rosenthal
- R.C. No. 424-16-17(R.O. No. 44-16-17) Sonlight Books v City of Sheboygan
- R.O 61-17-18 Nyhuis Enterprises LLC VS Patrick Eirich
- R.O. No. 130-17-18 John Justinger vs Thomas Lloyd
- R.O. No. 164-17-18 US Bank National Association V Luis E. Olmedo
- R.O. No. 176-17-18 PHH Mortgage Corporation V Henry Lee
- R.O. No. 267-17-18 Eric Burrows v Joel Clark and Cameron Stewart

ATTACHMENTS:

- I. R.O. No. 93-16-17(R.C. No. 412-16-17)
- II. R.O. No. 207-16-17(R.C. No. 417-16-17)
- III. R.O. No. 252-16-17(R.C. No. 421-16-17)
- IV. R.O. No. 44-16-17(R.C. No. 424-16-17)
- V. R.O. No. 61-17-18
- VI. R.O. No. 130-17-18
- VII. R.O. No. 164-17-18
- VIII. R.O. No. 176-17-18
- IX. R.O. No. 267-17-18

II

3.4

R. O. No. 93 - 16 - 17. By CITY CLERK. August 15, 2016.

Submitting a Summons and Complaint in the matter of Douglas L. Leppanen
and Network Health v City of Sheboygan et al.

France

City Clerk

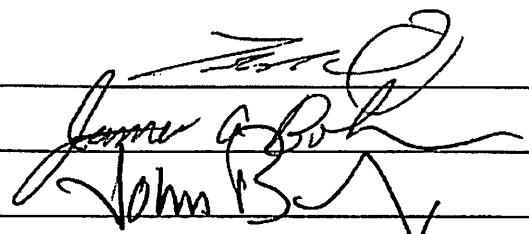
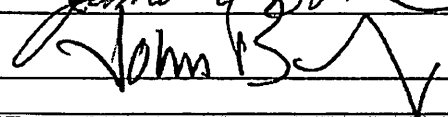
VI

5.8

R. C. No. 417 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 207-16-17 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al; recommends referring to Finance of the new council.

*Finance of
the new Council*

	
	
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.2

R. O. No. 207 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al.

Finance

City Clerk

II

4.5

R. O. No. 252- 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates v David J. Rosenthal et al.

Inance

City Clerk

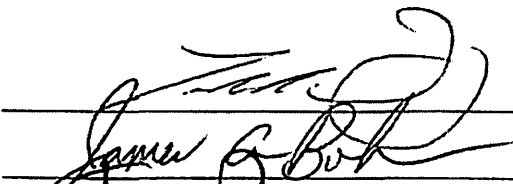
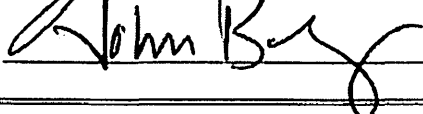
VI

5.15

R. C. No. 424- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 44-16-17 by City Clerk submitting a Summons and Complaint in the matter of Sonlight, Inc. and Samuel A. Walker vs the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc.; recommends referring to Finance of the new council.

*Finance of
new Council*

	_____
	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.1

R. O. No. 44 - 16 - 17. By CITY CLERK. June 6, 2016.

Submitting a Summons and Complaint in the matter of Sonlight, Inc. and Samuel A. Walker vs the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc.

City Clerk

Finance.

II

4.1

R. O. No. 61 - 17 - 18. By CITY CLERK. June 19, 2017.

Submitting a Summons and Complaint-Small Claims regarding "Nyhuis Enterprises, LLC vs. Patrick Eirich (in his capacity as a City employee).

*Finance &
Personnel*

City Clerk

II

3.2

R. O. No. 130 - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting an Amended Summons and Notice of Object of Action in the matter of John G. Justinger vs. Thomas H. Lloyd et al (Case No. 16CV545).

*Finance +
Personnel*

City Clerk

II

5.3

R. O. No. 164 - 17 - 18. By CITY CLERK. September 18, 2017.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Luis E. Olmedo et al.

*Finance +
Personnel*

City Clerk

II

3.4

R. O. No. 176 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of PHH Mortgage Corporation f/k/a PHH Mortgage Services v Henry Ye Lee et al.

Finance +
Personnel

City Clerk

II

Other Matters

6.1

R. O. No. 267 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a Summons and Complaint in the matter of Eric R. Burrows v. Joel Clark and Cameron Stewart.

Finance
+
Personnel

CITY CLERK

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Documents to be referred to the Finance and Personnel Committee of the new Common Council.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: March 20, 2018

MEETING DATE: March 26, 2018

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:

City staff has reviewed the following documents:

- R.O. No. 199-16-17 (R.C. No. 416-16-17) Klessig and Heitzmann vs Hamilton et al
- R.O. No. 174-17-18 Town of Wilson vs City of Sheboygan
- R.O. No. 242-17-18 Wal-Mart Stores vs City of Sheboygan
- R.O. No. 257-17-18 Cheryl Bilgrien vs City of Sheboygan
- R.O. No. 274-17-18 US Bank vs Jennifer Scheele

STAFF COMMENTS:

These documents need additional information and should be referred to the Finance and Personnel Committee of the new Common Council.

ACTION REQUESTED:

Motion to recommend the Common Council refer the following documents to the Finance and Personnel Committee of the new Common Council:

- R.O. No. 199-16-17 (R.C. No. 416-16-17) Klessig and Heitzmann vs Hamilton et al
- R.O. No. 174-17-18 Town of Wilson vs City of Sheboygan
- R.O. No. 242-17-18 Wal-Mart Stores vs City of Sheboygan
- R.O. No. 257-17-18 Cheryl Bilgrien vs City of Sheboygan
- R.O. No. 274-17-18 US Bank vs Jennifer Scheele

ATTACHMENTS:

- I. R.O. No. 416-16-17 (RC416-16-17)
- II. R.O. No. 174-17-18
- III. R.O. No. 242-17-18

IV. R.O. No. 257-17-18
V. R.O. No. 274-17-18

VI

5.7

R. C. No. 416-16-17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance of the new council.

*Finance of
new Council*

James G. Boh

John B. [Signature]

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



3.3

R. O. No. 199- 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Ernie

City Clerk

II

3.2

R. O. No. 174 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of the Town of Wilson v City of Sheboygan, Sheboygan County Case No. 2017CV490.

City Clerk

*Finance +
Personnel*

II

35

R. O. No. 242 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan.

*Finance +
Personnel*

CITY CLERK

II

3.1

R. O. No. 257 - 17 - 18. By CITY CLERK. January 2, 2018.

Submitting a Summons and Complaint in the matter of Cheryl H. Bilgrien vs City of Sheboygan.

Finance Personnel

CITY CLERK

II

3.1

R. O. No. 274 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a Summons and Complaint in the matter of US Bank et al vs. Jennifer A. Scheele et al.

Finance + Personnel

CITY CLERK

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Claims to be referred to the Finance and Personnel Committee of the new Common Council.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: March 20, 2018

MEETING DATE: March 26, 2018

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:

City staff has reviewed the following claims:

R.O. No. 13-16-17 (R.C. No. 411-16-17) Notice of Injury & Circumstances of Claim for alleged damages to a vehicle owned by Carlos Medina-Fonseca.

R.O. No. 161-16-17 (R.C. No. 413-16-17) Notice of Injury and Notice of Claim for Damages for Kurt Klessig.

R.O. No. 162-16-17 (R.C. No. 414-16-17) Notice of Injury and Notice of Claim for Damages for Mary Heitzmann.

R.O. No. 46-17-18 Notice of Injury from J. Richard Law Offices, LLC on behalf of Darlene Jesion.

R.O. No. 47-17-18 Notice of Claim from Wisconsin Public Service Corporation regarding loss of gas service in the area of South 17th Street and Alabama Avenue.

R.O. No. 251-17-18 Notice of Injury from Alicia Kraemer that allegedly occurred during an automobile accident.

R.O. No. 252-17-18 Notice of Injury from Gavin Kraemer that allegedly occurred during an automobile accident.

R.O. No. 263-17-18 Claim from Sheboygan Society Scale Model Railroad Engineers regarding their 2017 real estate property tax assessment and requesting a refund of taxes.

R.O. No. 272-17-18 Claim from WIPFLI and Consultants on behalf of the Creation and Preservation Partners, Inc. for recovery of alleged unlawful real estate taxes for the 2017 tax year.

R.O. No. 273-17-18 Claim from WIPFLI and Consultants on behalf of the Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment In Lieu of Taxes payment assessed for the 2017 tax year.

R.O. No. 289-17-18 Claim from Fred O. Hoffmann for alleged damages to his basement from a sewer backup.

R.O. No. 290-17-18 Claim from American Family Insurance on behalf of Eugene and Sharon Aschenbach for alleged damages caused by a sewer backup.
R.O. No. 291-17-18 Claim from Eric Strouf for alleged damages caused by a sewer backup.
R.O. No. 302-17-18 Claim from James Wiroll for alleged damages to his vehicle.
R.O. No. 303-17-18 Notice of Claim from Amica on behalf of Linda Shimon regarding alleged damages caused by sewer backup.
R.O. No. 304-17-18 Claim from State Farm Mutual Automobile Insurance Company on behalf of Robert Littlefield regarding alleged damages to Mr. Littlefield's vehicle.
R.O. No. 305-17-18 Claim from Acuity Insurance on behalf of Heather and David Andrews for alleged damages to the Andrew's vehicle.
R.O. No. 316-17-18 Claim from Eugene Aschenbach for alleged sewer backup at residence.
R.O. No. 314-17-18 Notice of Injury from Gendlin, Livermore & Rymer, SC on behalf of Willard Jepsen for alleged injuries.
R.O. No. 311-17-18 Notice of Injury from Cincinnati Insurance Co. on behalf of Schnek and Associates for alleged injuries.
R.O. No. 313-17-18 Claim from Anthony Welsch for alleged vehicle damage.

STAFF COMMENTS:

These claims need additional information and be referred to the Finance and Personnel Committee of the new Common Council.

ACTION REQUESTED:

Motion to recommend the Common Council refer the following documents to the Finance and Personnel Committee of the new Common Council

R.O. No. 13-16-17(R.C. No. 411-16-17) Notice of Injury & Circumstances Carolos Medina-Fonseca
R.O. No. 161-16-17(R.C. No. 413-16-17) Notice of Injury & Claim for Damages-Kurt Klessig
R.O. No. 162-16-17(R.C. No. 414-16-17) Notice of Injury & Claim for Damages-Mary Heitzmann
R.O. No. 46-17-18 Notice of Injury-Darlene Jesion
R.O. No. 47-17-18 Notice of Claim-Wisconsin Public Service Corporation
R.O. No. 251-17-18 Notice of Injury-Alicia Kraemer
R.O. No. 252-17-18 Notice of Injury-Gavin Kraemer
R.O. No. 263-17-18 Claim-Sheboygan Society Scale Model Railroad Engineers
R.O. No. 272-17-18 Claim-Creation and Preservation Partners, Inc.
R.O. No. 273-17-18 Claim-Creation and Preservation Partners, Inc.
R.O. No. 289-17-18 Claim-Fred O. Hoffmann
R.O. No. 290-17-18 Claim-American Family on behalf Eugene and Sharon Aschenbach
R.O. No. 291-17-18 Claim-Eric Strouf
R.O. No. 302-17-18 Claim-James Wiroll
R.O. No. 303-17-18 Notice of Claim-Amica on behalf of Linda Shimon
R.O. No. 304-17-18 Claim-Robert Littlefield
R.O. No. 305-17-18 Claim – Heather and David Andrews
R.O. No. 316-17-18 Claim – Eugene Achenbach
R.O. No. 314-17-18 Notice of Injury – Willard Jepsen
R.O. No. 311-17-18 Notice of Injury –Schenk and Associates
R.O. No. 313-17-18 Claim – Anthony Welsch

ATTACHMENTS:

I. R.O. No. 13-16-17 (R.C. No. 411-16-17)

- II. R.O. No. 161-16-17 (R.C. No. 413-16-17)
- III. R.O. No. 162-16-17 (R.C. No. 414-16-17)
- IV. R.O. No. 46-17-18
- V. R.O. No. 47-17-18
- VI. R.O. No. 251-17-18
- VII. R.O. No. 252-17-18
- VIII. R.O. No. 263-17-18
- IX. R.O. No. 272-17-18
- X. R.O. No. 273-17-18
- XI. R.O. No. 289-17-18
- XII. R.O. No. 290-17-18
- XIII. R.O. No. 291-17-18
- XIV. R.O. No. 302-17-18
- XV. R.O. No. 303-17-18
- XVI. R.O. No. 304-17-18
- XVII. R.O. No. 305-17-18
- XVIII. R.O. No. 316-17-18
- XIX. R.O. No. 314-17-18
- XX. R.O. No. 311-17-18
- XXI. R.O. No. 313-17-18

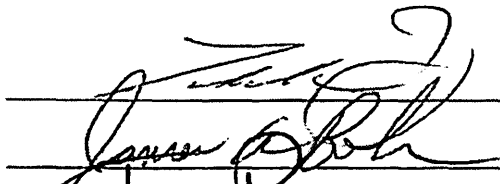
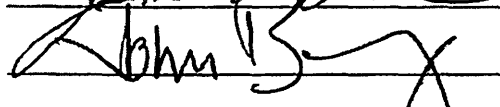
VI

5.2

R. C. No. 411 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 13-16-17 by City Clerk submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows; recommends referring to Finance of the new council.

*Finance of
new Council*

	_____
	_____
	Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.8

R. O. No. 13 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows.

James

City Clerk

II

3.2

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

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

Trace

City Clerk

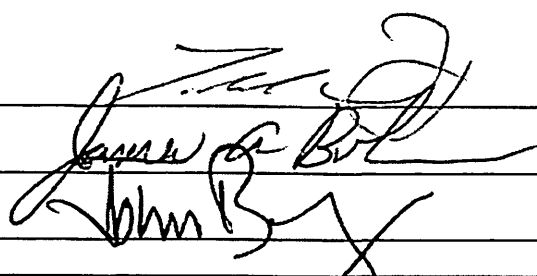
VI

5.5

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

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

*Finance of
new Council*

	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

3.3

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

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

City Clerk

J. Heitzmann

II

4.6

R. O. No. 46 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse.

*Finance +
Personnel*

City Clerk

II

4.7

R. O. No. 47 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.

Finance + Personnel

City Clerk

3.5

II

R. O. No. 251 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving.

Finance
Revised

CITY CLERK

II

3.4

R. O. No. 252-17-18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in.

Finance +
Personnel

CITY CLERK

3.1

II
R. O. No. 263 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10th Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017.

*Finance +
Personnel*

CITY CLERK

II

3.2

R. O. No. 272 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the real property taxes assessed for the 2017 tax year.

*Finance
Personnel*

CITY CLERK

II

3.3

R. O. No. 273 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a notice of claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment In Lieu Of Taxes (PILOT) payment assessed for the 2017 tax year.

*Finance +
Personnel*

CITY CLERK

4.2

II

R. O. No. 289 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from Fred O. Hofmann, 1340 North 27th Street, for alleged damages to his basement from a sewer backup.

*Finances
Personnel*

CITY CLERK

II

44

R. O. No. 290 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from American Family Insurance in regards to their insured, Eugene F and Sharon K Aschenbach, for alleged damages to their basement due to a sewer backup.

Finance Personnel.

CITY CLERK

II

4.3

R. O. No. 291 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from Eric Strouf, 1306 North 28th Street, for alleged damages to his basement from a sewer backup.

*Francet
Personnel*

CITY CLERK

II

4.4

R. O. No. 302 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from James Wiroll for alleged damages to the driver side mirror of his parked vehicle by a snow plow.

*Finance +
Personnel*

CITY CLERK

II

4.5

R. O. No. 303 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a pending claim from Amica Mutual Insurance Company for alleged damages to the residence of their insured (Linda Shimon, 1326 North 27th Street) due to a water back-up.

Finance +
Personnel

CITY CLERK

II

4.6

R. O. No. 304 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a pending claim from State Farm Mutual Automobile Insurance Company for alleged damages to their insured (Robert Littlefield) on February 11, 2018.

*Finance +
Personnel*

CITY CLERK

4.7

II

R. O. No. 305 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from Acuity Insurance for alleged damages to their insured vehicle, owned by Heather and David Andrews, that occurred on January 16, 2018.

Finance +
Kistner

CITY CLERK

5.7

II

R. O. No. 316 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Eugene F. Aschenbach for alleged damages to his basement due to a sewer back-up.

Finance
+
Personnel

CITY CLERK

II

5.5

R. O. No. 314 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street.

Finance
+
Personnel

CITY CLERK

5.2

II

R. O. No. 311 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a Notice of Claim from Cincinnati Insurance Companies on behalf of their client, Schenck SC, for alleged injuries to an employee (Jennifer Roszak) due to a fall in the parking lot located at 712 Riverfront Drive.

Finance
+
Personnel

CITY CLERK

II

5.4

R. O. No. 313 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Anthony J. Welsch for alleged damages caused by a snowplow when it hit his vehicle parked in front of 1537 Blocki Court.

Finance
+
Personnel

CITY CLERK