

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to enter into contract for the purchase of a front end loader including attachments and trade in, for the Motor Vehicle Division of the Department of Public Works.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: April 5, 2018

MEETING DATE: May 15, 2018

FISCAL SUMMARY:

Budget Line Item: 70136100-641200
Budget Summary: Capital Improvements
Budgeted Expenditure: \$ 235,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: This purchase will replace a 1994 Model front end loader. The new loader purchase will include snow plow attachments and an on-board scale needed to more closely monitor salt consumption. In addition, John Deere has a national contract with the National Joint Powers Alliance (NJPA). The City of Sheboygan, as a member of NJPA is able to access the contract price discounts while also allowing the City to waive competitive bidding requirements.



STAFF COMMENTS: The John Deere 624K-II Loader is similar in size to the machine being replaced. In addition to the bucket, the purchase will include a snowplow and wing as well as an on-board scale to be used to more closely monitor road salt usage and consumption. The 1994 Case Loader will be traded in as part of the transaction.

ACTION REQUESTED: Motion to approve Res. No. 180-17-18 A resolution authorizing the Purchasing Agent to enter into contract with Brooks Tractor Inc. of Milwaukee, WI for the purchase of a new front end loader with attachments at a total cost of \$173,238.00 including trade in.

ATTACHMENTS:

- I. Res. No. 180-17-18

III

Res. No. 180 - 17 - 18. By Alderperson Wolf. April 16, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a front end loader including attachments and trade in, for the Motor Vehicle Division of the Department of Public Works.

WHEREAS; The Department of Public Works has included a the purchase of a new front end loader and snow plow attachments in the 2018 Motor Vehicle Division Capital Improvement budget to replace a 1994 Model Loader and;


WHEREAS; The new machine is compatible with others in the fleet and offers standardization for parts and service as well as control familiarity for the operators and;

WHEREAS; John Deere, the manufacturer has a national contract through the National Joint Powers Alliance (NJPA) which through membership allows the city to take advantage of national contract discounts and allows the city to waive competitive bidding.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Brooks Tractor Inc. of Milwaukee WI for the purchase of the new machine and attachments including trade in of the current 1994 machine, a three year 2,000 hour powertrain warranty and waive the requirement for competitive bidding at a total cost of \$173,238.00 and:

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on 70136100-641200 2018 Motor Vehicle Capital Improvements Fund in the amount of \$ 173,238.00 including trade-in.

Public Works
2018/2019



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.2

Res. No. 179 - 17 - 18. By Alderperson Wolf. April 16, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase, delivery and installation of a new 112,800# capacity portable vehicle lift for the Motor Vehicle Division of the Department of Public Works.


WHEREAS; The Department of Public Works has included a new, heavy duty vehicle lift , including removal and disposal of two existing lift(s) in its 2018 Motor Vehicle Division Capital Improvement budget and;

WHEREAS; The new lift is necessary due to the failure of the current lift(s) and will enhance safety, productivity and shop flexibility in the servicing of heavy duty trucks and equipment and also eliminate an environmental issue associated with the old lift(s) and;

WHEREAS; Rotary Lifts Inc. & U.S Petroleum Equipment the manufacturer and installer of the lift equipment respectively have a national contract through the National Joint Powers Alliance (NJPA) which through membership allows the city to take advantage of national contract discounts and waive the need for competitive bidding.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with U.S Petroleum Equipment of Kimberly WI for the purchase and installation of a new 112,800# capacity vehicle lift including removal and lawful disposal of two current in-ground lifts at a total cost of \$67,655.00 and waive the requirement for competitive bidding and:

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on 70136100-641200 2018 Motor Vehicle Capital Improvements Fund in the amount of \$67,655.00



Public Works
2018 2019

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 PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to enter into contract for the purchase, delivery and installation of a new 112,800-pound portable heavy duty vehicle hoist for the Motor Vehicle Division of the Department of Public Works.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: April 4, 2018

MEETING DATE: May 15, 2018

FISCAL SUMMARY:

Budget Line Item: 70136100-641200
Budget Summary: Capital Improvements
Budgeted Expenditure: \$ 65,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: This project will replace two older, in-ground two post vehicle lifts, one of which has failed with a new, heavy duty 112,800-pound capacity six post lift necessary to service heavy duty trucks and construction equipment. The new lift will enhance safety and should positively impact productivity and flexibility in the shop, while insuring environmental safety issues associated with in-ground lifts. The new lift is manufactured by Rotary Lifts Inc. of Madison, IN and sold and installed by U.S Petroleum Inc. of Kimberly, WI. Rotary Lifts is contracted with the National Joint Powers Alliance (NJPA) and the City is able to obtain national contract pricing as a member without the need for competitive bidding.



STAFF COMMENTS: The purchase of the new lift includes the removal and lawful disposal of two current two post in-ground lifts, one of which has failed as well as related concrete work. The new lift can be moved around the shop as needs dictate.

ACTION REQUESTED: Motion to approve Res. No. 179-17-18 A resolution authorizing the Purchasing Agent to enter into contract with U.S. Petroleum Equipment of Kimberly, WI for provision and installation of the new heavy duty lift in the amount of \$67,655.00.

ATTACHMENTS:

- I. Res. No. 179-17-18

V

6.15

R. C. No. 332- 17 - 18. By PUBLIC WORKS COMMITTEE. April 16, 2018.

Your Committee to whom was referred Com. No. 6-17-18 presented to the Common Council by Alderperson Belanger submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve; recommends referring to Public Works Committee of the new council.

Public Works
2018-2019



Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

I

Com. No. 6 - 17 - 18. March 19, 2018.

Submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve.

Presented to the Common Council by Alderperson John Belanger.
Belanger

Public Works
3.27.18 Hold.
refer to Public Works
2018.2019.

From: Jessica Jumes [jessicajumes@gmail.com]
Sent: Monday, March 12, 2018 2:33 PM
To: Alderperson Todd Wolf; Alderperson John Belanger
Subject: North Avenue / Lake Area

Hi Todd and John!

I'm reaching out to see if there is any way you guys can help advocate for an adjustment on North Avenue. I live at 431 North Avenue and the major driving force for that specific home purchase was due to the amazing proximity to our beautiful lake! I walk and jog daily to take advantage of the beautiful location, but on a regular basis I need to dodge vehicles that are racing east around the North Avenue curve.

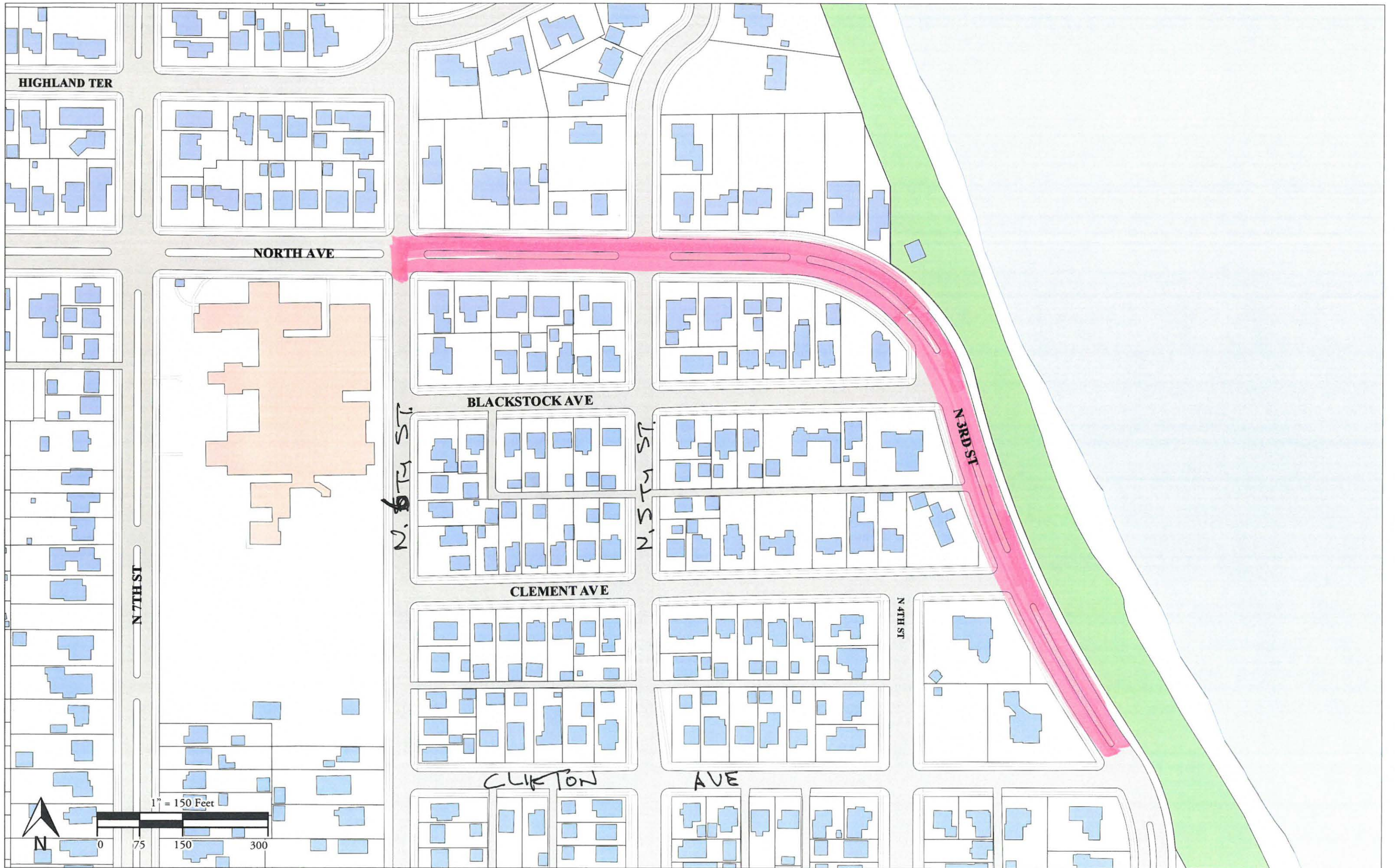
My neighbors to the East won't let their little girl bike around the block because of how dangerous that corner is, and the rest of us who walk or jog try to avoid it at all costs. Today was the final straw for me after 5 ½ years of consistently almost being hit by a car on that curve, so I decided to reach out :) It seems that the option of finding a way to get vehicles to slow down is a better choice than all of us avoiding a walking route that we purposely bought property near.

I've attached a map of the area I'm referring to – the pink circle is the general area/side of the street, and the green highlighting is the part of the street where cars seem to be going the fastest. While these cars are zooming around the curve and blindspot, they are also often times looking at the lake instead of the road which just doubles the danger. (Can't say I blame them for wanting to look at the lake though..;)

If you guys are able to look back into records of accidents, it seems that there is consistently someone who whips around the corner and gets into an accident (most recently with a tree). And remember, those actual accidents don't count the continuous near-misses that those of us who live here witness taking place.

Both sides of the street get significant pedestrian use from walkers, bikers, joggers, etc.. and I'm concerned that it is only a matter of time until the object being struck by a vehicle is a human instead of a tree. Given that we all know this is a concern and an issue, I thought I'd reach out to try to get ahead of anything ominous happening.

Kind regards,
Jessica Jumes



CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 22, 2018

MEETING DATE: May 15, 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: This section of North Avenue and North 3rd Street is a divided roadway with a boulevard cross section and sidewalks on both sides of the street. The boulevard design was utilized with vehicular and pedestrian safety in mind. By having a boulevard, vehicles traveling in opposite directions have a physical barrier which provides vehicular safety. This boulevard design was also used for visual enhancement. This boulevard section is an area which can support trees, landscaping and ornamental street lighting. This road design was used to enhance the entrance to the City's lakefront.

STAFF COMMENTS: The Department of Public Works will have a speed study completed by using speed data equipment. The Department of Public Works will bring a report back to the Public Works committee for review and discussion. This report will tell the department the amount traffic during various times of the day as well as the speeds of vehicles during this time. This study should be completed this Spring/Summer of 2018.

ACTION REQUESTED: Motion to file Com. No. 6-17-18 Submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve.

ATTACHMENTS:

- I. Com. No. 6-17-18
- II. Map

I

4.1

Com. No. 6 - 17 - 18. March 19, 2018.

Submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve.

Presented to the Common Council by Alderperson John Belanger.
Belanger

Public Works

From: Jessica Jumes [jessicajumes@gmail.com]
Sent: Monday, March 12, 2018 2:33 PM
To: Alderperson Todd Wolf; Alderperson John Belanger
Subject: North Avenue / Lake Area

Hi Todd and John!

I'm reaching out to see if there is any way you guys can help advocate for an adjustment on North Avenue. I live at 431 North Avenue and the major driving force for that specific home purchase was due to the amazing proximity to our beautiful lake! I walk and jog daily to take advantage of the beautiful location, but on a regular basis I need to dodge vehicles that are racing east around the North Avenue curve.

My neighbors to the East won't let their little girl bike around the block because of how dangerous that corner is, and the rest of us who walk or jog try to avoid it at all costs. Today was the final straw for me after 5 ½ years of consistently almost being hit by a car on that curve, so I decided to reach out :) It seems that the option of finding a way to get vehicles to slow down is a better choice than all of us avoiding a walking route that we purposely bought property near.

I've attached a map of the area I'm referring to – the pink circle is the general area/side of the street, and the green highlighting is the part of the street where cars seem to be going the fastest. While these cars are zooming around the curve and blindspot, they are also often times looking at the lake instead of the road which just doubles the danger. (Can't say I blame them for wanting to look at the lake though..;)

If you guys are able to look back into records of accidents, it seems that there is consistently someone who whips around the corner and gets into an accident (most recently with a tree). And remember, those actual accidents don't count the continuous near-misses that those of us who live here witness taking place.

Both sides of the street get significant pedestrian use from walkers, bikers, joggers, etc.. and I'm concerned that it is only a matter of time until the object being struck by a vehicle is a human instead of a tree. Given that we all know this is a concern and an issue, I thought I'd reach out to try to get ahead of anything ominous happening.

Kind regards,
Jessica Jumes

~~X~~

B.B

Gen. Ord. No. 25 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

. . .

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, parking of vehicles on all city streets is completely prohibited during the period of the snow emergency."

Section 2. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

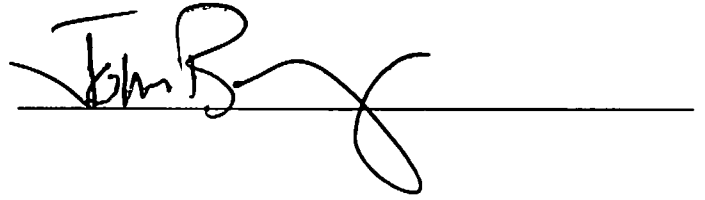
(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.

. . ."

Public Works

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Amend the City’s Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and improve efficiency in clearing streets all winter, given a reduction in personnel and changes in procedures.

REPORT PREPARED BY: Jason Blasiola, Superintendent of Streets and Sanitation

REPORT DATE: November 8, 2017

MEETING DATE: May 15, 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: Due to the lack of declaring snow emergencies, Mayor Vandersteen has asked the Department of Public Works to review the current Snow Emergency Ordinance. The Mayor believes that if the current ordinance is not needed then it should be updated or eliminated. The Department of Public Works completed an analysis of the current Snow Emergency Ordinance that examined the current snow plowing operations, past snow plowing operations, and practices of peer municipalities.

STAFF COMMENTS: The Department of Public Works agrees with Mayor Vandersteen and there does need to be a change to the Snow Emergency Ordinance. It is Department of Public Works’ opinion the current version of the ordinance does not meet the definition of an emergency. In a true emergency situation, there will be some inconveniences for the citizens.

It is evident in the research, that City of Sheboygan’s peer municipalities put an emphasis on public safety versus resident convenience by prohibiting parking on city streets during a snow emergency. Therefore, it is the Department of Public Works belief that our Snow Emergency Ordinance should be consistent with the top 20 cities within the State of Wisconsin and prohibit parking on all city streets during a declared snow emergency.

ACTION REQUESTED: Motion to hold G.O. No. 25-17-18 AN ORDINANCE amending the City’s Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures, in efforts to conduct Public Forums to citizens to provide information regarding the proposed ordinance changes.

ATTACHMENTS:

- I. G.O. No. 25-17-18
- II. Snow Emergency Summary and Analysis Booklet

VII

6.14

R. C. No. 331 - 17 - 18. By PUBLIC WORKS COMMITTEE. April 16, 2018.

Your Committee to whom was referred Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends to refer to Public Works Committee of the new council.

Public Works
2018-2019

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

8.3

Gen. Ord. No. 25-17-18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

. . .

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, parking of vehicles on all city streets is completely prohibited during the period of the snow emergency."

Section 2. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

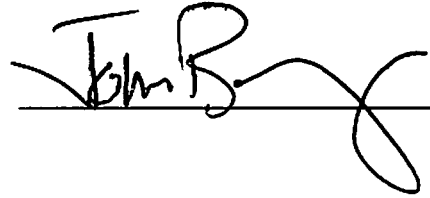
(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

- (1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.
- (2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.

. . ."

*Public Works
ref to Public Works
2018-2019.*

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

City of Sheboygan Snow Emergency Summary and Analysis

Overview

Due to the lack of declaring snow emergencies, Mayor Vandersteen has asked the Department of Public Works to consider the formation of a Sheboygan Snow Emergency Ordinance Review Task Group. The Mayor believes that if the current ordinance is not needed then it should be eliminated. The current alternate side of the street parking ordinance lacks the ability to tow improperly parked vehicles to enforce. In addition, the alternate side of the street parking ordinance does not allow an option to suspend winter parking restrictions when a period of unseasonably warm weather is experienced in Sheboygan, as was the case in 2016.

Mayor Vandersteen further suggests that the Snow Emergency Ordinance Review Task Group consider establishing two zones in Sheboygan for winter parking restrictions. One zone located to the North, West, and South of the central City core where properties have garages and driveways to accommodate off-street overnight parking. In this zone, a No Overnight Parking restriction would be in effect during the winter season. The zone in the central City would continue to use the alternate side of the street parking. This structure would allow more flexibility for the plowing crews to stage their snow plowing operations during winter snow storms.

The mission of the task group will be to:

- Study current snow plowing operations
- Investigate the practices of other municipalities
- Formulate a report with the recommendations on the necessary changes to the City's Snow Emergency Ordinance

Current Snow Plowing Operations

The City of Sheboygan has the ability to declare a snow emergency when weather conditions warrant. The Department of Public Works (DPW) has not called a snow emergency since December of 2008. A variety of factors that have influenced the DPW's decision not to utilize the current snow emergency rules include:

- Reductions in personnel
- Decrease in equipment
- Efficiencies made with existing equipment
- Improved snow emergency routing
- Resistance to ticketing and towing
- The introduction of winter parking rules
- Winter weather conditions

As defined by Merriam-Webster an Emergency is:

1. An unforeseen combination of circumstances or the resulting state that calls for immediate action

2. An urgent need for assistance or relief

The current rules of the snow emergency ordinance do not support the need for immediate action as defined. This is especially true by not requiring residents to move their vehicles during the hours of 12:00 midnight and 7:00 a.m. The current City of Sheboygan Snow Emergency Ordinance is written as a convenience for the residents and not for the benefit of the Department of Public Works or the entire needs of the community.

Snow emergencies are declared by the Office of the Mayor in conjunction with the Director of Public Works and coordinated with the Sheboygan Police Department. Public Notice is given via local radio, DPW phones and is posted through Charter Communications on the “local on the 8’s” portion of the Weather Channel’s broadcasts.

Typically, snow emergencies have been declared when snowfall totals reach eight inches or during long protracted snow events.

The current City ordinance prohibits parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets until the snow emergency has been canceled. On all other City streets, parking is permitted on the even sides of the street, (North & West sides), when the snow emergency is declared to start on an even-numbered day. When a snow emergency is declared on an odd-numbered day, parking shall be permitted on the odd sides of the street (South & East sides).

After one side of the street has been plowed, vehicles shall be moved within one-hour after such plowing so that the other side may be properly plowed.

No vehicles that are legally parked in accordance with this ordinance shall have to be moved between the hours 12:00 midnight and 7:00 a.m.



The City also has winter parking rules that are in effect from December 1 through April 1 between the hours of 2:00 a.m. and 6:00 a.m. Vehicles must alternate sides for overnight parking. On odd-numbered days, between the hours of 2:00 a.m. and 6:00 a.m. vehicles shall only be parked on that side of the street having odd-numbered street addresses (East and South sides). On even-numbered days, between the hours of 2:00 a.m. and 6:00 a.m. vehicles shall only be parked on that side of the street having even-numbered street addresses (North and West sides). Streets posted with ‘No Parking’ restrictions shall remain in effect and therefore are NOT under alternate side parking rules.

Existing Snow Emergency Operations

Whenever a snow emergency is declared the DPW will dispatch two plow trucks to each of the 16 emergency zones for a total of 32 plow trucks. These zones consist of main thoroughfares and roads that service local hospitals, fire stations, and the police station. (See Attachment 1)

After the 16 emergency routes are plowed, the trucks are dispatched to the 26 neighborhood zones. In addition, there are four end loader tractor routes or “dead-ends” and two one-ton plow trucks that are dispatched to plow the dead ends and cul-de-sacs. The neighborhood zones are then plowed continually, alternating sides in accordance with the snow emergency rules until such time as the event was cleaned up. (See Attachment 2)

Challenges and Limitations Implementing a Snow Emergency Operation

Equipment Summary Comparison		
	2008	2017
Number of Drivers	60	36
Number of Tractor Operators	6	4
Number of Plow Salt Trucks	17	16
Number of Plow Trucks	13	0
Number of Tractors	7	4
Number of Pickup/One-Ton Trucks	8	8

The DPW’s current call list has 36 viable drivers, compared to the 2008-2009 call lists which had 60 viable drivers. In order to staff the snow emergency there are 32 employees required to which means all of the department’s available drivers would be working the same shift. As a result, the department would then need all the drivers to work the entire duration of the snow emergency. Often times these events last between 24 and 36 hours. For safety reasons, the DPW limits drivers to a 16-hour shift. The combination of these factors would make it difficult to staff a snow emergency.

Challenges with Existing Conditions

Current snow emergency rules require residents to move their cars one hour after the plow has cleared the opposite side of the street. The rule also states that legally parked vehicles are not required to move during the hours of 12:00 midnight and 7:00 a.m. This rule requires that the DPW has their first pass with the snow plow to be completed prior to 12:00 midnight so that residents are able to move their vehicles prior to 12:00 midnight in efforts to comply with emergency rules. With current staffing and equipment levels, the department believes they are unable to clear one side of the neighborhood routes in a timely manner.

Equipment is crucial to initiate and complete snow emergencies. The DPW current fleet is comprised of 28 pieces of equipment that can be used during plowing and salting operations. Additional sidewalk equipment is used to clear City owned sidewalks and trails. Currently, 16 salt and plow trucks are utilized for plowing the 12 salt routes. The DPW also uses four front-end loader tractors and eight pickup or one-ton trucks with plows to clear dead ends and cul-de-sacs. As of 2008, the DPW had 45 pieces of equipment available that would have been used during snow and plowing operations. The fleet was comprised of 17 salt plow trucks, 13 trucks with plows only, seven tractors, and eight pickup or one-ton trucks with plows.

Equipment Comparison			
Current Plowing Fleet		2008 Plowing Fleet	
60	Single w/salter & wing	182	Loader w/plow & wing
64	Single w/salter & wing	183	Loader w/plow & wing
65	Single w/salter & wing	185	Loader w/plow & wing
66	Single w/salter & wing	186	Loader used for salt loading
68	Single w/salter & wing	189	Loader w/plow & wing
50	Tandem w/salter & wing	Sidewalk / Park Equipment	
57	Tandem w/salter & wing	138	Toolcat w/blower or blade
58	Tandem w/salter & wing	139	Toolcat w/blower or blade
49	Tri-axle w/salter & double wing	137	Bobcat w/blower or blade
52	Tri-axle w/salter & double wing	135	Bobcat w/blower or blade
53	Tri-axle w/salter & double wing	Auxiliary Equipment	
651	Tri-axle w/salter & double wing	72	One ton dump w/plow(blue)
655	Tri-axle w/salter & double wing	73	One ton dump w/plow(green)
659	Tri-axle w/salter & wing	74	One ton dump w/plow(blue)
661	Tandem w/brine & wing	76	One ton dump w/plow(green)
663	Tandem w/brine & wing	112	One ton dump w/plow(cemetery)
		75	One ton dump w/plow(cemetery)
		36	4-Wheel drive pickup w/plow
		42	4-Wheel drive pickup w/plow
Totals:		21 Salt & Plow Trucks	
		8 Auxiliary Equipment	
		<u>4 Sidewalk / Park Equipment</u>	
		33 Total Piece of Equipment	
63	Single w/(wing not hung)	150	Small Loader (NO FLOW)
60	Single w/salter & wing	154	Small Loader (NO FLOW)
64	Single w/salter & wing	182	Loader w/plow & wing
65	Single w/salter & wing	183	Loader w/plow & wing
66	Single w/salter & wing	185	Loader w/plow & wing
67	Single w/salter & wing	186	Loader w/plow & wing
68	Single w/salter & wing	187	Loader w/plow & wing
48	Tandem w/salter & wing	Sidewalk / Park Equipment	
50	Tandem w/salter & wing	138	Toolcat w/blower or blade
52	Tri-axle w/salter & wing	139	Toolcat w/blower or blade
56	Tandem w/salter & wing	137	Bobcat w/blower or blade
57	Tandem w/salter & wing	135	Bobcat w/blower or blade
58	Tandem w/salter & wing	520	MB
49	Tri-axle w/salter & double wing	521	MB
53	Tri-axle w/salter & double wing	Auxiliary Equipment	
62	Tandem w/salter & double wing	72	One ton dump w/plow(blue)
71	Tandem w/salter & double wing	73	One ton dump w/plow(green)
54	Tandem w/wing	74	One ton dump w/plow(blue)
59	Tandem w/wing	76	One ton dump w/plow(green)
61	Tandem w/wing	112	One ton dump w/plow(cemetery)
81	Garbage Truck (new)	75	One ton dump w/plow(cemetery)
82	Garbage Truck (new)	36	4-Wheel drive pickup w/plow
83	Garbage Truck (new)	42	4-Wheel drive pickup w/plow
88	Garbage Truck (new)		
96	Garbage Truck (new)		
97	Garbage Truck (new)		
84	Garbage Truck	Totals:	
93	Garbage Truck	37 Salt & Plow Trucks	
94	Garbage Truck	8 Auxiliary Equipment	
95	Garbage Truck	<u>6 Sidewalk / Park Equipment</u>	
		51 Total Piece of Equipment	

Salt and plow trucks have been installed with additional plows to help make up for the reduction in equipment. Four tri-axle trucks have been outfitted with double wing plows. This allows for one truck to cover the same amount of ground as two trucks with one wing plow. Wing plow trucks do have some limitations. Double wings are harder to maneuver in traffic and around parked cars. On narrow streets, the wing is often lifted so that the truck can safely make its way through the road.



In order to complete the department's mission of clearing the roadways of snow, the DPW currently uses 12 routes to plow the entire city. The current routes are also divided into priority routes and neighborhood routes. (See Attachment 4 and 5) The 16 emergency routes and 26 neighborhood routes were combined to establish the current 12 truck plow routes. The current routes are three times larger than the routes used for snow emergencies.

For example, there is a seven and a half mile difference between the snow emergency neighborhood route 11A (See Attachment 6) with the current snow plow route seven's neighborhood streets. (See Attachment 7) The increase in mileage along with the current snow emergency rules would make it difficult for the citizens of Sheboygan and the DPW. Current rules require citizens to park on the odd or even side of the road based on the day. Citizens are then given an hour to move their vehicle. In the past, a plow truck driver could return relatively soon to clear the opposite side of the street. With the increased sizing of the routes, it could be hours before the driver returned to clear the other side of the street. Timing would also be very important when calling a snow emergency using the current rules.

Route Comparison

	2008 Neighborhood Route 11A	2017 Plow & Salt Route 7 Neighborhood Route
Number of Miles	4.08	11.57

Current snow emergency rules do not require citizens to move their vehicles that are legally parked during the hours of 12:00 midnight and 7:00 a.m. This rule would make it difficult to declare a snow emergency anytime after 4:00 p.m. When the department had access to more personal and equipment trucks would be able to operate continuously through the neighborhoods.

At current staffing levels, the department would have to wait until the end of the storm and clean up the neighborhoods once. It is the department's belief that the citizens and elected officials would not be satisfied waiting for their neighborhood street to be cleared of snow. Again, the current writing of this ordinance does not convey the true need of an emergency.

Another unpleasant reality of declaring a snow emergency is a requirement to ticket and tow vehicles that are illegally parked. The DPW would request the Sheboygan Police Department to dedicate personnel to ticket and tow illegally parked vehicles. Clearing the emergency routes, dead ends and cul-de-sacs of illegally parked cars would not be too difficult. Ticketing and towing cars in the neighborhoods that have not moved within the time frame between the hours between 7:00 a.m. and 12:00 midnight would require coordination and dedicated police personnel to work with the DPW. Ticketing and towing illegally parked cars will require the support of elected officials.



Previous Declared Snow Emergencies and the Introduction of Winter Parking Rules

The last snow emergency that was declared by the City of Sheboygan was in December of 2008. Listed below is the number of declared snow events dating back to the 1996 -1997 snow season.

Declared Snow Events			
Snow Season	Number of Snow Emergencies	Salting Operations	Total Snowfall Inches
96-97	8	23	68.0
97-98	5	19	39.0
98-99	3	18	55.0
99-00	4	21	36.5
00-01	5	24	66.5
01-02	2	14	37.5
02-03	0	29	29.8
03-04	2	19	46.5
04-05	2	19	51.0
05-06	1	21	37.8
06-07	2	16	46.0
07-08	3	30	91.0
08-09	2	27	82.0

In 2000, the City of Sheboygan introduced winter parking rules. Citizens were required to abide by alternate side parking. The DPW cited the following advantages to implementing winter parking rules:

- Alternate side parking prevents hard pack snow that eventually turns to ice versus one side parking.
- Winter parking rules allow for both sides of the street to be cleared of snow without calling a snow emergency.
- Assists in identifying abandoned cars.

As evident from the chart above the number of declared snow emergencies has decreased since the winter parking rules were introduced in 2000. The winter parking rules have met its original goal of reducing the number of declared snow emergencies. For example, in the 1996 – 1997 snow season there were eight declared snow emergencies for a total of 68 inches of snow. In comparison to the 2007 – 2008 season had three declared snow emergencies for a total of 91 inches of snow. It is also important to note that cars that are park in accordance with alternate side parking may have snow plowed towards their car.

In 2004, the DPW proposed two changes to the winter parking rules. The first proposed rule change requested that the start time for winter parking begin at 12:00 midnight instead of 2:00 a.m. The second rule change proposed that beginning November 1 through May 1 that there shall be no parking permitted on any city street during the hours of 12:00 midnight and 6:00 a.m. Both proposed rule changes were rejected by the Common Council.

The DPW again would request that the winter parking begin at 12:00 midnight. This change will allow for an additional two hours for departmental drives remove snow from one side of the street. During a typical snow operation there is a scheduled shift change at 11:30 pm. This would allow for the drives to head to their routes and to clean the streets. Currently, drivers often have to double back to the beginning of their route to clean up areas that they previously plowed prior to 2:00 am.

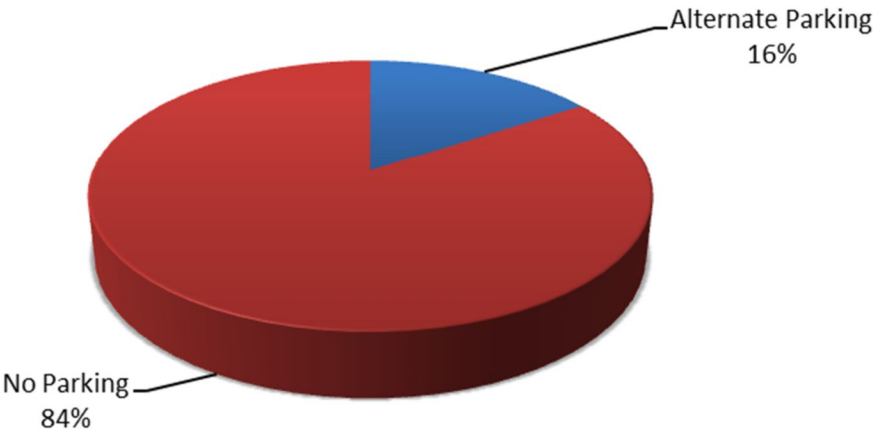
Comparable Municipalities Winter Parking and Snow Emergency Rules

The DPW staff researched the winter parking and snow emergency rules for the 20 most populated cities within the state of Wisconsin, excluding the City of Milwaukee. Staff found that 84 percent of the surveyed communities prohibited parking on city streets and 16 percent required alternate side parking during a snow emergency. The majority of the surveyed municipalities have some type of year-round parking regulations.

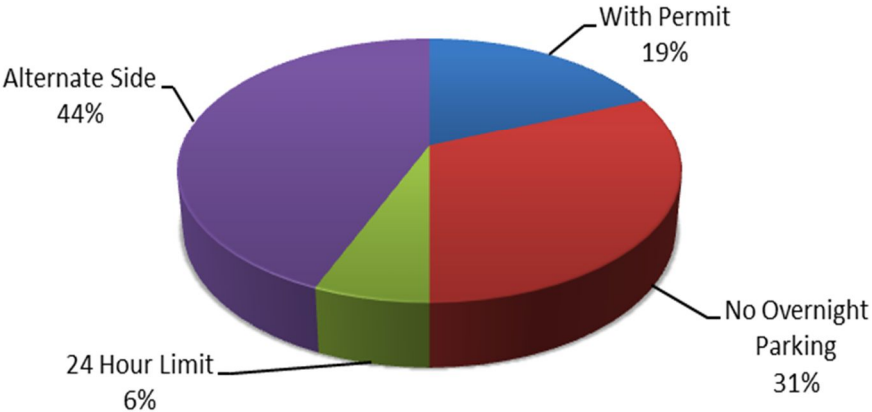
- During a declared snow emergency 84 percent of surveyed communities prohibit parking and 16 percent require alternate side parking
- 30 percent of surveyed communities have winter parking restrictions: alternate side parking (25 percent) and no parking (5 percent)
- 70 percent of surveyed communities have yearlong parking restrictions: alternate side parking (44 percent), no overnight parking (31 percent), permit required parking (19 percent) and 24 hour limit parking (6 percent).



Snow Emergency Parking



Year Round Parking



As evident from the data listed above, most peer municipalities prohibit parking on city streets during a snow emergency. The most common rationale cited for the parking restriction is to enable the Department of Public Works to safely and effectively remove snow from the roadways.

Department of Public Works Findings and Recommendations

The DPW believes that current rules governing a declared snow emergency are outdated based on current staffing and equipment. The DPW recommends these alternatives to the current snow emergency ordinance:

1. The Director Public Works is authorized to declare a Snow Emergency prohibiting parking on any City street during a snow emergency.
2. The Director of Public Works is authorized to declare a Snow Emergency prohibiting parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets until the snow emergency has been canceled. Residents living within an established no parking zone (located to the North, West, and South of the Central City) shall be prohibited to parking on city streets during the duration of the called snow emergency. All other residents shall abide the winter parking rules. Failure to follow the alternate side parking rules can result in ticketing and towing of illegally parked vehicles.
3. The Director of Public Works is authorized to declare a Snow Emergency prohibiting parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets until the snow emergency has been canceled. All other residents shall abide the winter parking rules. Failure to follow the alternate side parking rules can result in ticketing and towing of illegally parked vehicles.



Summary

The DPW agrees with Mayor Vandersteen and there does need to be a change to the snow emergency ordinance. It is DPW's opinion the current version of the ordinance does not meet the definition of an emergency. In a true emergency situation, there will be some inconveniences for the citizens. It is evident in the research, that City of Sheboygan's peer municipalities put an emphasis on public safety versus resident convenience by prohibiting parking on city streets during a snow emergency. Therefore, it is the Department of Public Works belief that our snow emergency ordinance should be consistent with top 20 cities within the State of Wisconsin and prohibit parking on all city streets during a declared snow emergency.

The Department of Public Works also believes that establishing a no parking zone located to the North, West, and South of the Central City along with prohibiting parking on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets is an improvement over the current snow emergency ordinance. However, it is the department's belief that the zoned parking restrictions would be ineffective if ticketing and towing is not added to the alternate side parking rules.

Lastly, at a minimum, the current snow emergency ordinance should eliminate the provision requiring citizens to move their vehicle within an hour of the plow clearing the opposite of the street and should be replaced with the winter parking rules. The DPW does see a benefit of keeping the restricted parking on designated snow emergency routes, boulevards, cul-de-sacs and dead-end streets as it is currently written in the ordinance.



Snow Emergency Task Force Report

Community	Population	Year Round Parking	Winter Parking	Snow Emergency
Manitowoc	33736	Non restricted	No parking on State or Federal Highways, County Trunk Highways, City bus routes or designated streets during the months of December, January, February and March	Yes
Menomonee Falls	35626	Alternate overnight parking all year with permit	Year round rules apply	Yes
Greenfield	36720	Alternate side parking enforced all year with permit	Year round rules apply	Yes
Beloit	36757	Alternate parking enforced all year 12:01 am to 7:00am	Year round rules apply	Yes
Brookfield	37920	No overnight parking all year. Some except with written consent from Police	Year round rules apply	Yes
Community	Population	Year Round Parking	Winter Parking	Snow Emergency
Wausau	39106	Alternate parking enforced all year 2:30 am to 6:00am	Year round rules apply	Yes
New Berlin	39220	Overnight parking allowed with permit	Year round rules apply	Yes

Snow Emergency Task Force Report

Fond Du Lac	43021	Non restricted	Alternate parking enforced Nov. 15th- Mar. 15th	Yes
Wauwatosa	47945	No overnight parking year round. Exceptions granted for guest, stalled vehicles and construction projects. Limit to 15 nights per vehicle, per year	Year round rules apply	Yes

Snow Emergency Task Force Report

Community	Population	Year Round Parking	Winter Parking	Snow Emergency
La Crosse	52109	Non restricted	Alternate parking enforced Nov.1s t-Apr.1st from 12:01 am to 7:00 am	Yes
West Allis	60471	Alternate side parking enforced all year with permit	Year round rules apply	Yes
Janesville	64159	24 hour limit parking	Year round rules apply	Yes

Snow Emergency Task Force Report

Community	Population	Year Round Parking	Winter Parking	Snow Emergency
Oshkosh	66579	No parking enforced all year from 2:30 am to 5:00am. Exceptions granted for overnight guests and temporary construction limited to 3 nights	Year round rules apply	Yes
Eau Claire	68339	Non restricted	Non restricted	Yes
Waukesha	70718	Alternate parking enforced all year, night parking with permit. Vehicles must be parked with 100 feet of residence	Year round rules apply	Yes
Appleton	74370	No overnight parking. Temporary exceptions are limited to 7 times per month	Year round rules apply	Yes
Racine	78860	Alternate side parking enforced Monday - Friday from April 1 to November 30.	Alternate parking enforced Monday - Sunday Dec.1st - Apr.1st	Yes
Community	Population	Year Round Parking	Winter Parking	Snow Emergency
Kenosha	99218	Non restricted	Alternate parking enforced Dec. 15st - Mar. 31st from 1:00 am to 6:00 am	Yes
Green Bay	105139	No overnight parking year round	Year round rules apply	Yes

Snow Emergency Task Force Report

Madison	233209	Non restricted	Alternate parking enforced Nov. 15th- Mar. 15th from 12:01 am to 7:00 am	Yes
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Snow Emergency Task Force Report

Snow Emergency Parking	Authorizing Official	Violations	Exceptions
No parking on city streets during a snow emergency	Mayor	Yes/ towing	
No parking on city streets during a snow emergency	City Officials	Yes/ towing	
No parking on designated thoroughfares during a snow emergency. Alternate side parking is extended until noon during snow emergency.	City Officials	Yes/ towing	
No parking on city streets during a snow emergency	Public Works Director	Yes/towing	City provides a list of parking locations during a snow emergency
No parking on city streets during a snow emergency	City Officials	Yes/towing	
Snow Emergency Parking	Authorizing Official	Violations	Exceptions
No parking on city streets during a snow emergency	Public Works Director/Police Chief	Yes/towing	
No parking on city streets during a snow emergency	City Officials	Yes/towing	

Snow Emergency Task Force Report

No parking on city streets during a snow emergency	Public Works Director or Police Chief	Yes/towing	
No overnight Parking permission, all existing overnight parking permissions are null and void during a snow emergency	City Officials	Yes/ towing	

Snow Emergency Task Force Report

Snow Emergency Parking	Authorizing Official	Violations	Exceptions
<p>The Director of Public Works may designate a snow disposal period for the duration of 48 hours. Alternate side parking violations increase during the 48 hour snow disposal period</p>	<p>Public Works Director</p>	<p>Yes/ towing</p>	<p>Yes/ listed in ordinance</p>
<p>During a snow emergency all parking is prohibited on all major emergency thoroughfares</p>	<p>Mayor</p>	<p>Yes/ towing</p>	
<p>No parking on city streets during a snow emergency</p>	<p>City Officials</p>	<p>Yes/ towing</p>	<p>City provides parking stalls located in downtown area available during snow emergency</p>

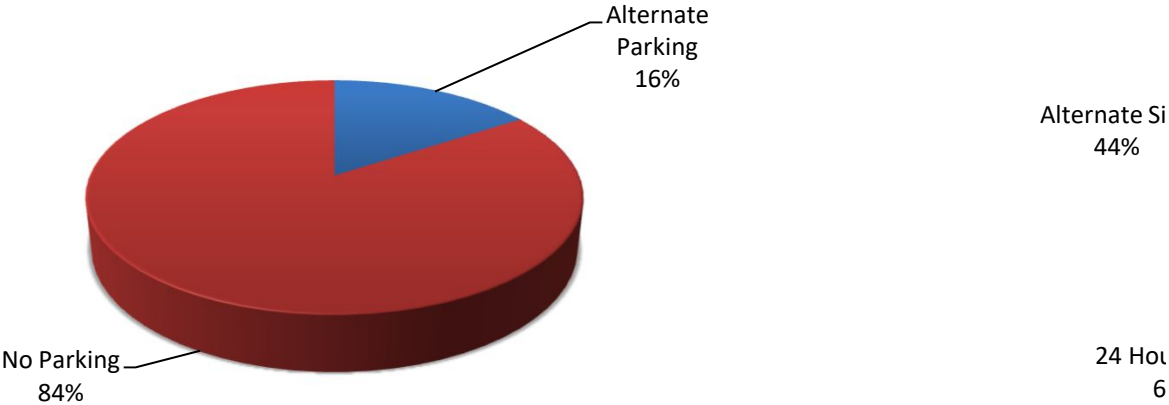
Snow Emergency Task Force Report

Snow Emergency Parking	Authorizing Official	Violations	Exceptions
Alternate side parking is enforced from Noon to Noon for 48 hours after a snow emergency is declared	City Officials	Yes/ towing	Yes/ Alternate parking only after snow emergency is declared
Alternate side parking is required for 72 hours after a snow emergency is called	City Officials	Yes/ towing	
No parking on city streets during a snow emergency	City Officials	Yes/ towing	
No parking on city streets during a snow emergency	City Officials	Yes/ towing	Temporary expectations to night parking will not be granted during annual leaf collection and weather events
No parking on arterial and collector streets during a snow emergency	Public Works Commissioner	Yes/ towing	Yes/ No alternate parking enforced on Thanksgiving Day and Dec.25th to Jan. 1st.
Snow Emergency Parking	Authorizing Official	Violations	Exceptions
No parking on city streets during a snow emergency	City Officials	Yes/ towing	
No parking on city streets during a snow emergency	City Officials	Yes/ towing	

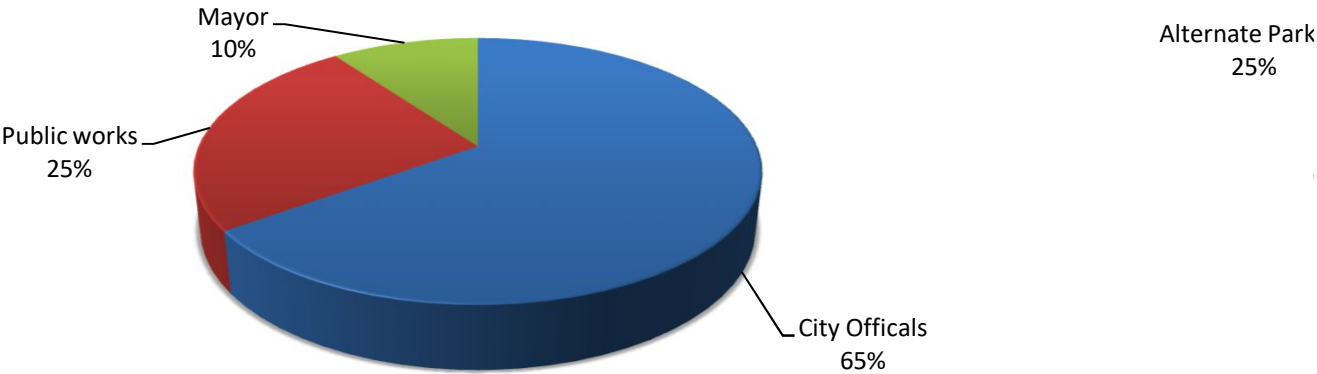
Snow Emergency Task Force Report

Alternate Side parking is in effect for 48 hours in areas that are normally exempt	City Officials	Yes/ \$60 ticket, \$65 towing	Yes/ 48 hr. parking in designated areas during snow emergency
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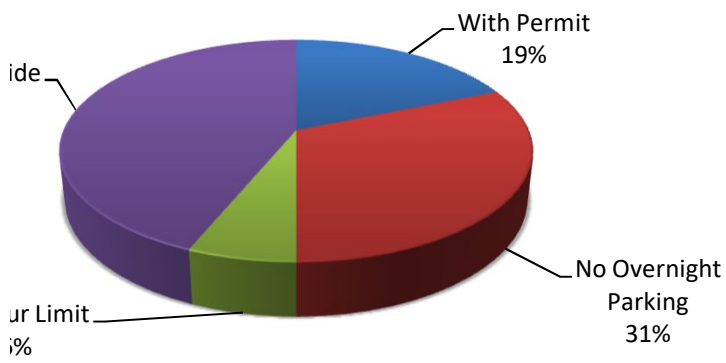
Snow Emergency Parking



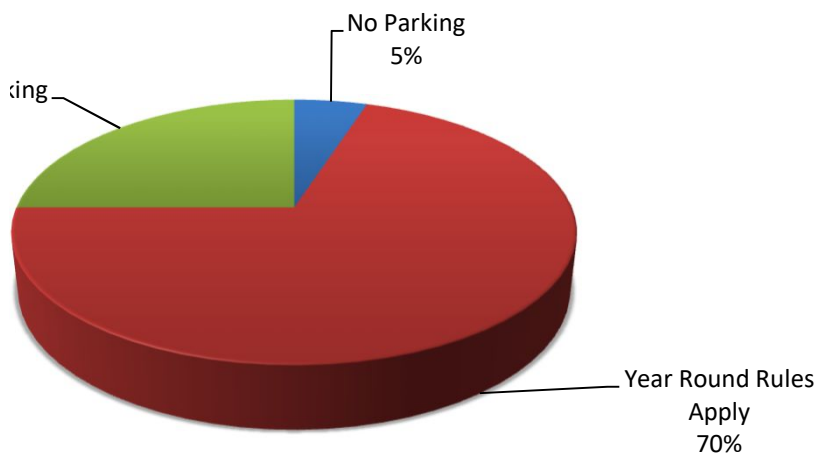
Snow Emergency Declared By:



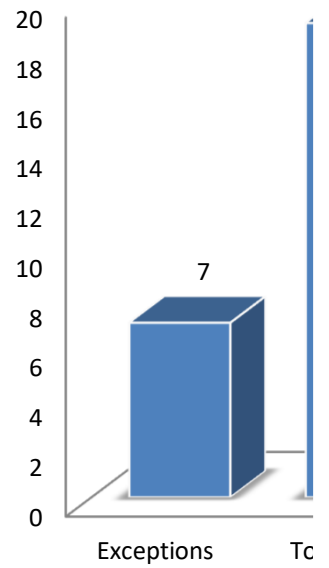
Year Round Parking



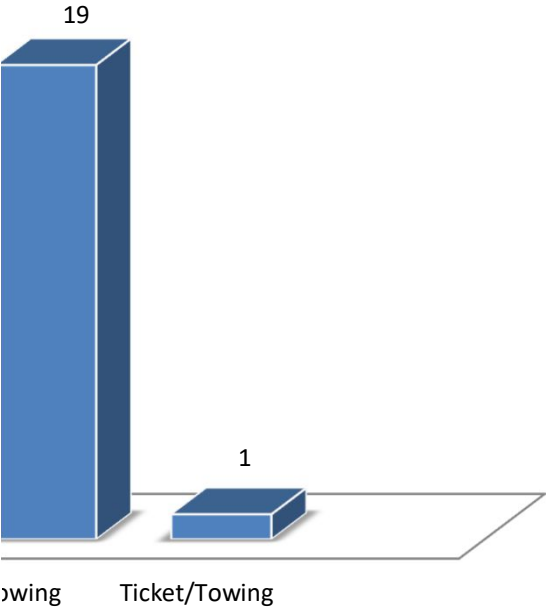
Winter Parking



Except



ctions and Violations



4.18

III

R. O. No. 24 - 18 - 19. DIRECTOR OF PUBLIC WORKS. May 7, 2018.

Submitting the 5 Year Capital Improvement Projects (CIP) for the years 2019-2023 for the Department of Public Works.

Public Works

DIRECTOR OF PUBLIC WORKS

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$280,000	\$60,000	\$60,000	\$145,700	\$75,000	\$620,700
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$50,000	\$152,800	\$41,600	\$0	\$0	\$244,400
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$30,000	\$288,200	\$375,400	\$3,585,700	\$315,000	\$4,594,300
Other Borrowed Funds	\$171,400	\$171,400	\$171,400	\$0	\$0	\$514,200
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
TOTAL REVENUE	\$3,531,400	\$672,400	\$648,400	\$3,731,400	\$390,000	\$8,973,600
City Buildings						
City Hall Renovation	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
Municipal Service Buildings						
Locker Room (Women's) Phase 2	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Men's Bathroom/Employee Entrance	\$50,000	\$0	\$0	\$0	\$0	\$50,000
HVAC System	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Vehicle Wash Bay	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Office Improvements	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Improvement Garage Drain	\$0	\$0	\$90,000	\$0	\$0	\$90,000
Roof Replacement	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Roof Replacement Solar Panels	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000
Emergency Generator Replacement	\$0	\$0	\$0	\$0	\$170,000	\$170,000
Main Electrical Panel Update	\$0	\$0	\$0	\$0	\$70,000	\$70,000
Senior Activity Center						
Senior Activity Center Roof Replacement	\$0	\$0	\$275,000	\$0	\$0	\$275,000
Total - City Buildings	\$3,250,000	\$250,000	\$365,000	\$3,500,000	\$240,000	\$7,605,000
Traffic Control						
Modernize Fiber Optic Cable Synchronization	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Traffic Control Upgrade - Replacement	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Modernize Fiber Optic Cable Synchronization	\$0	\$191,000	\$0	\$0	\$0	\$191,000
Modernize Fiber Optic Cable Synchronization	\$0	\$0	\$52,000	\$0	\$0	\$52,000
Traffic Control						
LED Upgrade-Citywide	\$30,000	\$0	\$0	\$0	\$0	\$30,000
LED Upgrade-Downtown	\$171,400	\$0	\$0	\$0	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$60,000	\$0	\$0	\$0	\$60,000
LED Upgrade-Downtown	\$0	\$171,400	\$0	\$0	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$0	\$60,000	\$0	\$0	\$60,000
LED Upgrade-Downtown	\$0	\$0	\$171,400	\$0	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$0	\$0	\$60,000	\$0	\$60,000
LED Upgrade-Downtown	\$0	\$0	\$0	\$171,400	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Total Traffic Control	\$281,400	\$422,400	\$283,400	\$231,400	\$150,000	\$1,368,600
Total Buildings Division	\$3,531,400	\$672,400	\$648,400	\$3,731,400	\$390,000	\$8,973,600

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$500,000	\$500,000	\$500,000	\$500,000	\$465,000	\$2,465,000
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$4,895,246	\$0	\$0	\$6,534,000	\$0	\$11,429,246
Other Municipality Contributions	\$411,000	\$411,000	\$411,000	\$411,000	\$411,000	\$2,055,000
G. O. Borrowed Funds	\$2,342,356	\$3,737,750	\$3,366,750	\$2,658,250	\$1,417,250	\$13,522,356
Other Borrowed Funds	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
Donations	\$120,000	\$0	\$0	\$0	\$0	\$120,000
User Fees	\$650,000	\$650,000	\$650,000	\$650,000	\$150,000	\$2,750,000
Special Assessment	\$100,000	\$100,000	\$100,000	\$0	\$0	\$300,000
Vehicle Registration Fee	\$791,750	\$791,750	\$791,750	\$791,750	\$791,750	\$3,958,750
Other/CDBG	\$300,900	\$0	\$0	\$0	\$0	\$300,900
Fund Balance	\$200,000	\$0	\$0	\$0	\$0	\$200,000
TOTAL REVENUE	\$12,811,252	\$6,190,500	\$5,819,500	\$11,545,000	\$3,235,000	\$39,601,252

Public Works

Superior Avenue (N 29th St to Taylor Dr)	\$1,137,106	\$0	\$0	\$0	\$0	\$1,137,106
Geele Avenue (Calumet Dr to N 23rd St)	\$700,000	\$0	\$0	\$0	\$0	\$700,000
Georgia Avenue (S. 9th St to S. 14th St)	\$354,000	\$0	\$0	\$0	\$0	\$354,000
St. Clair Avenue (N 9th St to N. 14th St)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
North 10th Street (Erie Av to Superior Av)	\$300,900	\$0	\$0	\$0	\$0	\$300,900
North 10th Street (North Av to Pershing Av)	\$424,800	\$0	\$0	\$0	\$0	\$424,800
South 7th Street (Union Av to Wilson Av)	\$275,000	\$0	\$0	\$0	\$0	\$275,000
South 8th Street (Union Av to Wilson Av)	\$564,300	\$0	\$0	\$0	\$0	\$564,300
North Avenue (N 15th St to N 21st St)	\$3,907,656	\$0	\$0	\$0	\$0	\$3,907,656
Storm Water Management Plan	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Sidewalk Repair / Replacement Program	\$100,000	\$0	\$0	\$0	\$0	\$100,000
TID 17 (Innovation District) Infrastructure	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
Riverfront Railing Improvements	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Clara Avenue (S 7th St to S 14th St)	\$0	\$604,500	\$0	\$0	\$0	\$604,500
Geele Avenue (N 25th St to N 38th St)	\$0	\$936,000	\$0	\$0	\$0	\$936,000
Kentucky Avenue (S 7th St to S 18th St)	\$0	\$500,000	\$0	\$0	\$0	\$500,000
North Avenue (Calumet Dr to Taylor Dr)	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Geele Avenue (N 3rd St to Calumet Dr)	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Storm Water Management Plan	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$150,000	\$0	\$0	\$0	\$150,000
Sidewalk Repair / Replacement Program	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Martin Avenue (N 15th St to Calumet Dr)	\$0	\$460,000	\$0	\$0	\$0	\$460,000
South 12th Street (Washington Av to Mead Av)	\$0	\$640,000	\$0	\$0	\$0	\$640,000
South Taylor Drive and Union Avenue Intersection	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Erie Avenue (N 19th St to Taylor Dr)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
South 13th Street (Indiana Av to Union Av)	\$0	\$0	\$799,500	\$0	\$0	\$799,500
Division Avenue (N 15th St to N 17th St)	\$0	\$0	\$175,000	\$0	\$0	\$175,000
Lakeshore Drive (Mead Av to Rail Road Tracks)	\$0	\$0	\$740,000	\$0	\$0	\$740,000
Main Avenue (N 15th St to N 17th St)	\$0	\$0	\$175,000	\$0	\$0	\$175,000
North 18th Street (Martin Av to Calumet Dr)	\$0	\$0	\$180,000	\$0	\$0	\$180,000
Storm Water Management Plan	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Sidewalk Repair/Replacement Program (City Wide)	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Indiana Avenue (S 17th St to Taylor Dr)	\$0	\$0	\$1,500,000	\$0	\$0	\$1,500,000
Weeden Creek Road (S Business Dr to Lakeshore)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
North 21st Street (Superior Av to Geele Av)	\$0	\$0	\$0	\$540,000	\$0	\$540,000
South Business Drive (Union Av to Washington Av)	\$0	\$0	\$0	\$3,355,000	\$0	\$3,355,000
Wilson Avenue (Lakeshore Dr to S Business Dr)	\$0	\$0	\$0	\$2,500,000	\$0	\$2,500,000
North 15th Street (North Av to Mayflower Av)	\$0	\$0	\$0	\$4,500,000	\$0	\$4,500,000
Storm Water Management Plan	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$0	\$0	\$150,000	\$0	\$150,000
North 25th Street (Kohler Memorial Dr to North Av)	\$0	\$0	\$0	\$0	\$1,160,000	\$1,160,000
Oakland Avenue (S 11th St to S Business Dr)	\$0	\$0	\$0	\$0	\$465,000	\$465,000
South 18th Street (Mead Av to Washington Av)	\$0	\$0	\$0	\$0	\$760,000	\$760,000
Superior Avenue (N 18th St to N 23rd St)	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$0	\$0	\$0	\$150,000	\$150,000
South 18th Street Extension Design/Permitting	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Total Streets	\$11,313,762	\$6,190,500	\$5,819,500	\$11,545,000	\$3,235,000	\$38,103,762

Streets Administration

Bridges

Pennsylvania Ave Bridge	\$1,497,490	\$0	\$0	\$0	\$0	\$1,497,490
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Docks

	\$12,811,252	\$6,190,500	\$5,819,500	\$11,545,000	\$3,235,000	\$39,601,252
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5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000
Park and Forestry Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$65,000	\$40,000	\$40,000	\$40,000	\$40,000	\$225,000
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$100,000	\$0	\$200,000	\$950,000	\$1,250,000
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$123,000	\$594,500	\$429,500	\$215,000	\$410,000	\$1,772,000
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$1,250,000	\$10,000	\$530,000	\$375,000	\$270,000	\$2,435,000
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$190,000	\$0	\$0	\$0	\$0	\$190,000
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$1,738,000	\$854,500	\$1,109,500	\$940,000	\$1,780,000	\$6,422,000

Park & Forestry Division

Urban Forestry Management	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Park Sidewalk - ADA Accessibility Project	\$25,000	\$0	\$0	\$0	\$0	\$25,000
J.C. Quarryview Swimming Area Revitalization	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Butzen Sports Complex	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Evergreen Park Area Two Project Completion	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Wildwood Baseball Park (Sheboygan A's)	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Kiwanis Park Master Plan Improvements	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Vollrath Park - Tennis Courts Reconstruction	\$128,000	\$0	\$0	\$0	\$0	\$128,000
Park Camera Installation	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Urban Forestry Management	\$0	\$334,500	\$0	\$0	\$0	\$334,500
Park Sidewalk - ADA Accessibility Project	\$0	\$25,000	\$0	\$0	\$0	\$25,000
J.C. Quarryview Swimming Area Revitalization	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Kiwanis Park Master Plan Improvements	\$0	\$110,000	\$0	\$0	\$0	\$110,000
Roosevelt Park - Tennis Courts Resurfacing	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Veterans Park - Splash Pad	\$0	\$150,000	\$0	\$0	\$0	\$150,000
Evergreen Park - Area One Playground Upgrade	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Urban Forestry Management	\$0	\$0	\$334,500	\$0	\$0	\$334,500
Park Sidewalk - ADA Accessibility Project	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Lakeview Park New Shelter Design	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Wildwood Softball Park Concession Stand	\$0	\$0	\$530,000	\$0	\$0	\$530,000
Maywood Park - House Repairs	\$0	\$0	\$30,000	\$0	\$0	\$30,000
Playground Renovations - Miscellaneous Parks	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Veterans Park - Court Improvements	\$0	\$0	\$115,000	\$0	\$0	\$115,000
Urban Forestry Management	\$0	\$0	\$0	\$285,000	\$0	\$285,000
Park Sidewalk - ADA Accessibility Project	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Lake View Park Shelter	\$0	\$0	\$0	\$400,000	\$0	\$400,000
Evergreen Park Area Five Shelter Design	\$0	\$0	\$0	\$30,000	\$0	\$30,000
Deland Park Bath House Design	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Deland Park Performance Shelter	\$0	\$0	\$0	\$25,000	\$0	\$25,000
J.C. Quarryview Park Disc Golf Shelter/Shack	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Kiwanis Park - Playground Renovation	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Urban Forestry Management	\$0	\$0	\$0	\$0	\$220,000	\$220,000
Park Sidewalk - ADA Accessibility Project	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Evergreen Park Area Five Shelter Construction	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Deland Park Bath House	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Deland Park Performance Shelter	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Deland Home Improvements	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Vollrath Park - Bowl Lighting Replacement	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Vollrath Park - Disc Golf Course Hillside Steps	\$0	\$0	\$0	\$0	\$30,000	\$30,000
End Park - Playground Renovation	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Total - Public Works	\$1,738,000	\$854,500	\$1,109,500	\$940,000	\$1,780,000	\$6,422,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019	2020	2021	2022	2023	Total
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Parks and Forestry	\$0	\$0	\$0	\$0	\$0	\$0
Impact Fees / Room Tax	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Sales	\$52,000	\$213,000	\$38,000	\$1,500	\$46,500	\$351,000
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$1,097,000	\$2,193,500	\$411,500	\$711,000	\$550,000	\$4,963,000
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$1,149,000	\$2,406,500	\$449,500	\$712,500	\$596,500	\$5,314,000

Motor Vehicle Fund

Snow Blower	\$172,000	\$0	\$0	\$0	\$0	\$172,000
Replacement Dump Box - Slide-In Salter	\$85,000	\$0	\$0	\$0	\$0	\$85,000
Single-Axle Dump Truck-Slide-In Salter-Spray Bar	\$265,000	\$0	\$0	\$0	\$0	\$265,000
Tar Kettle	\$43,000	\$0	\$0	\$0	\$0	\$43,000
Chipper Truck	\$57,000	\$0	\$0	\$0	\$0	\$57,000
Bucket Truck - Forestry Department	\$232,500	\$0	\$0	\$0	\$0	\$232,500
Black Top Hot Patcher	\$62,500	\$0	\$0	\$0	\$0	\$62,500
One Ton Four Wheel Drive Dump Truck	\$107,000	\$0	\$0	\$0	\$0	\$107,000
Three-Quarter Ton Two Wheel Drive Pickup	\$62,000	\$0	\$0	\$0	\$0	\$62,000
Three-Quarter Ton Four Wheel Drive Pickup	\$63,000	\$0	\$0	\$0	\$0	\$63,000
Utility Van (Mayor)	\$0	\$37,000	\$0	\$0	\$0	\$37,000
Street Sweeper	\$0	\$210,000	\$0	\$0	\$0	\$210,000
Automated Garbage Trucks (6)	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000
Zero Turn Mower (2)	\$0	\$27,000	\$0	\$0	\$0	\$27,000
One-Half Ton Two Wheel Drive Pickup	\$0	\$33,000	\$0	\$0	\$0	\$33,000
Skidsteer	\$0	\$59,000	\$0	\$0	\$0	\$59,000
One-Half Ton Four Wheel Drive Pickup	\$0	\$32,000	\$0	\$0	\$0	\$32,000
One Ton Four Wheel Drive Dump Truck	\$0	\$53,000	\$0	\$0	\$0	\$53,000
Three-Quarter Ton Two Wheel Drive Pickup	\$0	\$31,000	\$0	\$0	\$0	\$31,000
One Ton Utility Box Truck	\$0	\$124,500	\$0	\$0	\$0	\$124,500
Turfcut Mower	\$0	\$0	\$48,000	\$0	\$0	\$48,000
Tri-Axle Dump Truck	\$0	\$0	\$275,000	\$0	\$0	\$275,000
One-Half Ton Four Wheel Drive Pickup	\$0	\$0	\$30,000	\$0	\$0	\$30,000
Three-Quarter Ton Four Wheel Drive Pickup(3)	\$0	\$0	\$96,500	\$0	\$0	\$96,500
Tandem Axle Dump Truck (2)	\$0	\$0	\$0	\$520,000	\$0	\$520,000
Zero Turn Mower	\$0	\$0	\$0	\$26,500	\$0	\$26,500
One-Half Ton Four Wheel Drive Pickup	\$0	\$0	\$0	\$32,500	\$0	\$32,500
One Ton Four Wheel Drive Utility Box Truck (2)	\$0	\$0	\$0	\$133,500	\$0	\$133,500
Three-Quarter Ton Cargo Van	\$0	\$0	\$0	\$0	\$39,000	\$39,000
Three-Quarter Ton Four Wheel Drive Pickup	\$0	\$0	\$0	\$0	\$36,500	\$36,500
Three-Quarter Ton Two Wheel Drive Pickup	\$0	\$0	\$0	\$0	\$36,000	\$36,000
One Ton Four Wheel Drive Dump Truck (2)	\$0	\$0	\$0	\$0	\$118,000	\$118,000
Stump Grinder	\$0	\$0	\$0	\$0	\$62,000	\$62,000
Tri-Axle Dump Truck	\$0	\$0	\$0	\$0	\$305,000	\$305,000
Total - Motor Vehicle Fund	\$1,149,000	\$2,406,500	\$449,500	\$712,500	\$596,500	\$5,314,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019	2020	2021	2022	2023	Total
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$15,000	\$0	\$0	\$15,000
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$930,000	\$2,500,000	\$0	\$0	\$3,430,000
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$2,175,000	\$1,915,000	\$1,995,000	\$1,750,000	\$1,565,000	\$9,400,000
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$2,175,000	\$2,845,000	\$4,510,000	\$1,750,000	\$1,565,000	\$12,845,000

	2019	2020	2021	2022	2023	Total
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
Wastewater Utility						
Influent System Infrastructure	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Aeration Blower Number Two Replacement	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Anaerobic Digestion Cover	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Primary Clarification Number Two Drive	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Sewer Line Reconstruction / Relining	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Weeden Creek Sanitary Sewer Design	\$75,000	\$0	\$0	\$0	\$0	\$75,000
Lakeshore Interceptor Inspection/Design	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Mini Storm Sewer Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Anaerobic Digester Heat Exchanger	\$0	\$100,000	\$0	\$0	\$0	\$100,000
East Digester Complex Roof Replacement	\$0	\$100,000	\$0	\$0	\$0	\$100,000
North Avenue Lift Station Control Upgrade	\$0	\$60,000	\$0	\$0	\$0	\$60,000
Primary Clarification Number Four Drive	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Raw Influent Pump Number Three	\$0	\$220,000	\$0	\$0	\$0	\$220,000
Secondary Clarification Number Two Drive	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Sewer Line Reconstruction / Relining	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Weeden Creek Sanitary Sewer	\$0	\$930,000	\$0	\$0	\$0	\$930,000
Town of Wilson Lift Station Upgrade Design	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Mini Storm Sewer Program	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Indiana Avenue Pump Station Remodel	\$0	\$0	\$195,000	\$0	\$0	\$195,000
Main Office Complex - HVAC Control	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Primary Clarification Number Three Drive	\$0	\$0	\$90,000	\$0	\$0	\$90,000
Secondary Clarification Number One Drive	\$0	\$0	\$85,000	\$0	\$0	\$85,000
South Aeration Upgrade	\$0	\$0	\$275,000	\$0	\$0	\$275,000
Sewer Line Reconstruction / Relining	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Town of Wilson Lift Station Upgrade	\$0	\$0	\$2,500,000	\$0	\$0	\$2,500,000
Jet Truck	\$0	\$0	\$215,000	\$0	\$0	\$215,000
Mini Storm Sewer Program	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Kentucky Avenue Pump Station Remodel	\$0	\$0	\$0	\$225,000	\$0	\$225,000
North Aeration Upgrade	\$0	\$0	\$0	\$275,000	\$0	\$275,000
Primary Clarification Number One Drive	\$0	\$0	\$0	\$90,000	\$0	\$90,000
Raw Influent Pump Number Four	\$0	\$0	\$0	\$160,000	\$0	\$160,000
Sewer Line Reconstruction / Relining	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Secondary Clarification Number Three	\$0	\$0	\$0	\$0	\$85,000	\$85,000
Aeration Blower Number Five Replacement	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Raw Influent Pump Number Two Replacement	\$0	\$0	\$0	\$0	\$160,000	\$160,000
Supervisory Control / Data Acquisition System	\$0	\$0	\$0	\$0	\$120,000	\$120,000
Sewer Line Reconstruction / Relining	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Total - Wastewater Utility	\$2,175,000	\$2,845,000	\$4,510,000	\$1,750,000	\$1,565,000	\$12,845,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$280,000	\$60,000	\$60,000	\$145,700	\$75,000	\$620,700
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$50,000	\$152,800	\$41,600	\$0	\$0	\$244,400
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$30,000	\$288,200	\$375,400	\$3,585,700	\$315,000	\$4,594,300
Other Borrowed Funds	\$171,400	\$171,400	\$171,400	\$0	\$0	\$514,200
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
TOTAL REVENUE	\$3,531,400	\$672,400	\$648,400	\$3,731,400	\$390,000	\$8,973,600
City Buildings						
City Hall Renovation	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
Municipal Service Buildings						
Locker Room (Women's) Phase 2	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Men's Bathroom/Employee Entrance	\$50,000	\$0	\$0	\$0	\$0	\$50,000
HVAC System	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Vehicle Wash Bay	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Office Improvements	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Improvement Garage Drain	\$0	\$0	\$90,000	\$0	\$0	\$90,000
Roof Replacement	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Roof Replacement Solar Panels	\$0	\$0	\$0	\$1,500,000	\$0	\$1,500,000
Emergency Generator Replacement	\$0	\$0	\$0	\$0	\$170,000	\$170,000
Main Electrical Panel Update	\$0	\$0	\$0	\$0	\$70,000	\$70,000
Senior Activity Center						
Senior Activity Center Roof Replacement	\$0	\$0	\$275,000	\$0	\$0	\$275,000
Total - City Buildings	\$3,250,000	\$250,000	\$365,000	\$3,500,000	\$240,000	\$7,605,000
Traffic Control						
Modernize Fiber Optic Cable Synchronization	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Traffic Control Upgrade - Replacement	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Modernize Fiber Optic Cable Synchronization	\$0	\$191,000	\$0	\$0	\$0	\$191,000
Modernize Fiber Optic Cable Synchronization	\$0	\$0	\$52,000	\$0	\$0	\$52,000
Traffic Control						
LED Upgrade-Citywide	\$30,000	\$0	\$0	\$0	\$0	\$30,000
LED Upgrade-Downtown	\$171,400	\$0	\$0	\$0	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$60,000	\$0	\$0	\$0	\$60,000
LED Upgrade-Downtown	\$0	\$171,400	\$0	\$0	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$0	\$60,000	\$0	\$0	\$60,000
LED Upgrade-Downtown	\$0	\$0	\$171,400	\$0	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$0	\$0	\$60,000	\$0	\$60,000
LED Upgrade-Downtown	\$0	\$0	\$0	\$171,400	\$0	\$171,400
LED Upgrade-Citywide	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Total Traffic Control	\$281,400	\$422,400	\$283,400	\$231,400	\$150,000	\$1,368,600
Total Buildings Division	\$3,531,400	\$672,400	\$648,400	\$3,731,400	\$390,000	\$8,973,600

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Parks and Forestry	\$0	\$0	\$0	\$0	\$0	\$0
Impact Fees / Room Tax	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Sales	\$52,000	\$213,000	\$38,000	\$1,500	\$46,500	\$351,000
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$1,097,000	\$2,193,500	\$411,500	\$711,000	\$550,000	\$4,963,000
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$1,149,000	\$2,406,500	\$449,500	\$712,500	\$596,500	\$5,314,000

Motor Vehicle Fund

Snow Blower	\$172,000	\$0	\$0	\$0	\$0	\$172,000
Replacement Dump Box - Slide-In Salter	\$85,000	\$0	\$0	\$0	\$0	\$85,000
Single-Axle Dump Truck-Slide-In Salter-Spray Bar	\$265,000	\$0	\$0	\$0	\$0	\$265,000
Tar Kettle	\$43,000	\$0	\$0	\$0	\$0	\$43,000
Chipper Truck	\$57,000	\$0	\$0	\$0	\$0	\$57,000
Bucket Truck - Forestry Department	\$232,500	\$0	\$0	\$0	\$0	\$232,500
Black Top Hot Patcher	\$62,500	\$0	\$0	\$0	\$0	\$62,500
One Ton Four Wheel Drive Dump Truck	\$107,000	\$0	\$0	\$0	\$0	\$107,000
Three-Quarter Ton Two Wheel Drive Pickup	\$62,000	\$0	\$0	\$0	\$0	\$62,000
Three-Quarter Ton Four Wheel Drive Pickup	\$63,000	\$0	\$0	\$0	\$0	\$63,000
Utility Van (Mayor)	\$0	\$37,000	\$0	\$0	\$0	\$37,000
Street Sweeper	\$0	\$210,000	\$0	\$0	\$0	\$210,000
Automated Garbage Trucks (6)	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000
Zero Turn Mower (2)	\$0	\$27,000	\$0	\$0	\$0	\$27,000
One-Half Ton Two Wheel Drive Pickup	\$0	\$33,000	\$0	\$0	\$0	\$33,000
Skidsteer	\$0	\$59,000	\$0	\$0	\$0	\$59,000
One-Half Ton Four Wheel Drive Pickup	\$0	\$32,000	\$0	\$0	\$0	\$32,000
One Ton Four Wheel Drive Dump Truck	\$0	\$53,000	\$0	\$0	\$0	\$53,000
Three-Quarter Ton Two Wheel Drive Pickup	\$0	\$31,000	\$0	\$0	\$0	\$31,000
One Ton Utility Box Truck	\$0	\$124,500	\$0	\$0	\$0	\$124,500
Turfcut Mower	\$0	\$0	\$48,000	\$0	\$0	\$48,000
Tri-Axle Dump Truck	\$0	\$0	\$275,000	\$0	\$0	\$275,000
One-Half Ton Four Wheel Drive Pickup	\$0	\$0	\$30,000	\$0	\$0	\$30,000
Three-Quarter Ton Four Wheel Drive Pickup(3)	\$0	\$0	\$96,500	\$0	\$0	\$96,500
Tandem Axle Dump Truck (2)	\$0	\$0	\$0	\$520,000	\$0	\$520,000
Zero Turn Mower	\$0	\$0	\$0	\$26,500	\$0	\$26,500
One-Half Ton Four Wheel Drive Pickup	\$0	\$0	\$0	\$32,500	\$0	\$32,500
One Ton Four Wheel Drive Utility Box Truck (2)	\$0	\$0	\$0	\$133,500	\$0	\$133,500
Three-Quarter Ton Cargo Van	\$0	\$0	\$0	\$0	\$39,000	\$39,000
Three-Quarter Ton Four Wheel Drive Pickup	\$0	\$0	\$0	\$0	\$36,500	\$36,500
Three-Quarter Ton Two Wheel Drive Pickup	\$0	\$0	\$0	\$0	\$36,000	\$36,000
One Ton Four Wheel Drive Dump Truck (2)	\$0	\$0	\$0	\$0	\$118,000	\$118,000
Stump Grinder	\$0	\$0	\$0	\$0	\$62,000	\$62,000
Tri-Axle Dump Truck	\$0	\$0	\$0	\$0	\$305,000	\$305,000
Total - Motor Vehicle Fund	\$1,149,000	\$2,406,500	\$449,500	\$712,500	\$596,500	\$5,314,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019	2020	2021	2022	2023	Total
	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	<u>Requested</u>	
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000
Park and Forestry Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$65,000	\$40,000	\$40,000	\$40,000	\$40,000	\$225,000
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$0	\$100,000	\$0	\$200,000	\$950,000	\$1,250,000
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$123,000	\$594,500	\$429,500	\$215,000	\$410,000	\$1,772,000
Other Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$1,250,000	\$10,000	\$530,000	\$375,000	\$270,000	\$2,435,000
User Fees	\$0	\$0	\$0	\$0	\$0	\$0
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$190,000	\$0	\$0	\$0	\$0	\$190,000
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$1,738,000	\$854,500	\$1,109,500	\$940,000	\$1,780,000	\$6,422,000

Park & Forestry Division						
Urban Forestry Management	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Park Sidewalk - ADA Accessibility Project	\$25,000	\$0	\$0	\$0	\$0	\$25,000
J.C. Quarryview Swimming Area Revitalization	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Butzen Sports Complex	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Evergreen Park Area Two Project Completion	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Wildwood Baseball Park (Sheboygan A's)	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Kiwanis Park Master Plan Improvements	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Vollrath Park - Tennis Courts Reconstruction	\$128,000	\$0	\$0	\$0	\$0	\$128,000
Park Camera Installation	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Urban Forestry Management	\$0	\$334,500	\$0	\$0	\$0	\$334,500
Park Sidewalk - ADA Accessibility Project	\$0	\$25,000	\$0	\$0	\$0	\$25,000
J.C. Quarryview Swimming Area Revitalization	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Kiwanis Park Master Plan Improvements	\$0	\$110,000	\$0	\$0	\$0	\$110,000
Roosevelt Park - Tennis Courts Resurfacing	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Veterans Park - Splash Pad	\$0	\$150,000	\$0	\$0	\$0	\$150,000
Evergreen Park - Area One Playground Upgrade	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Urban Forestry Management	\$0	\$0	\$334,500	\$0	\$0	\$334,500
Park Sidewalk - ADA Accessibility Project	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Lakeview Park New Shelter Design	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Wildwood Softball Park Concession Stand	\$0	\$0	\$530,000	\$0	\$0	\$530,000
Maywood Park - House Repairs	\$0	\$0	\$30,000	\$0	\$0	\$30,000
Playground Renovations - Miscellaneous Parks	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Veterans Park - Court Improvements	\$0	\$0	\$115,000	\$0	\$0	\$115,000
Urban Forestry Management	\$0	\$0	\$0	\$285,000	\$0	\$285,000
Park Sidewalk - ADA Accessibility Project	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Lake View Park Shelter	\$0	\$0	\$0	\$400,000	\$0	\$400,000
Evergreen Park Area Five Shelter Design	\$0	\$0	\$0	\$30,000	\$0	\$30,000
Deland Park Bath House Design	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Deland Park Performance Shelter	\$0	\$0	\$0	\$25,000	\$0	\$25,000
J.C. Quarryview Park Disc Golf Shelter/Shack	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Kiwanis Park - Playground Renovation	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Urban Forestry Management	\$0	\$0	\$0	\$0	\$220,000	\$220,000
Park Sidewalk - ADA Accessibility Project	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Evergreen Park Area Five Shelter Construction	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Deland Park Bath House	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Deland Park Performance Shelter	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Deland Home Improvements	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Vollrath Park - Bowl Lighting Replacement	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Vollrath Park - Disc Golf Course Hillside Steps	\$0	\$0	\$0	\$0	\$30,000	\$30,000
End Park - Playground Renovation	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Total - Public Works	\$1,738,000	\$854,500	\$1,109,500	\$940,000	\$1,780,000	\$6,422,000

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$500,000	\$500,000	\$500,000	\$500,000	\$465,000	\$2,465,000
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$0	\$0	\$0	\$0
County / State / Federal Grants	\$4,895,246	\$0	\$0	\$6,534,000	\$0	\$11,429,246
Other Municipality Contributions	\$411,000	\$411,000	\$411,000	\$411,000	\$411,000	\$2,055,000
G. O. Borrowed Funds	\$2,342,356	\$3,737,750	\$3,366,750	\$2,658,250	\$1,417,250	\$13,522,356
Other Borrowed Funds	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
Donations	\$120,000	\$0	\$0	\$0	\$0	\$120,000
User Fees	\$650,000	\$650,000	\$650,000	\$650,000	\$150,000	\$2,750,000
Special Assessment	\$100,000	\$100,000	\$100,000	\$0	\$0	\$300,000
Vehicle Registration Fee	\$791,750	\$791,750	\$791,750	\$791,750	\$791,750	\$3,958,750
Other/CDBG	\$300,900	\$0	\$0	\$0	\$0	\$300,900
Fund Balance	\$200,000	\$0	\$0	\$0	\$0	\$200,000
TOTAL REVENUE	\$12,811,252	\$6,190,500	\$5,819,500	\$11,545,000	\$3,235,000	\$39,601,252

Public Works						
Superior Avenue (N 29th St to Taylor Dr)	\$1,137,106	\$0	\$0	\$0	\$0	\$1,137,106
Geele Avenue (Calumet Dr to N 23rd St)	\$700,000	\$0	\$0	\$0	\$0	\$700,000
Georgia Avenue (S. 9th St to S. 14th St)	\$354,000	\$0	\$0	\$0	\$0	\$354,000
St. Clair Avenue (N 9th St to N. 14th St)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
North 10th Street (Erie Av to Superior Av)	\$300,900	\$0	\$0	\$0	\$0	\$300,900
North 10th Street (North Av to Pershing Av)	\$424,800	\$0	\$0	\$0	\$0	\$424,800
South 7th Street (Union Av to Wilson Av)	\$275,000	\$0	\$0	\$0	\$0	\$275,000
South 8th Street (Union Av to Wilson Av)	\$564,300	\$0	\$0	\$0	\$0	\$564,300
North Avenue (N 15th St to N 21st St)	\$3,907,656	\$0	\$0	\$0	\$0	\$3,907,656
Storm Water Management Plan	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Sidewalk Repair / Replacement Program	\$100,000	\$0	\$0	\$0	\$0	\$100,000
TID 17 (Innovation District) Infrastructure	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
Riverfront Railing Improvements	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Clara Avenue (S 7th St to S 14th St)	\$0	\$604,500	\$0	\$0	\$0	\$604,500
Geele Avenue (N 25th St to N 38th St)	\$0	\$936,000	\$0	\$0	\$0	\$936,000
Kentucky Avenue (S 7th St to S 18th St)	\$0	\$500,000	\$0	\$0	\$0	\$500,000
North Avenue (Calumet Dr to Taylor Dr)	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Geele Avenue (N 3rd St to Calumet Dr)	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Storm Water Management Plan	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$150,000	\$0	\$0	\$0	\$150,000
Sidewalk Repair / Replacement Program	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Martin Avenue (N 15th St to Calumet Dr)	\$0	\$460,000	\$0	\$0	\$0	\$460,000
South 12th Street (Washington Av to Mead Av)	\$0	\$640,000	\$0	\$0	\$0	\$640,000
South Taylor Drive and Union Avenue Intersection	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Erie Avenue (N 19th St to Taylor Dr)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
South 13th Street (Indiana Av to Union Av)	\$0	\$0	\$799,500	\$0	\$0	\$799,500
Division Avenue (N 15th St to N 17th St)	\$0	\$0	\$175,000	\$0	\$0	\$175,000
Lakeshore Drive (Mead Av to Rail Road Tracks)	\$0	\$0	\$740,000	\$0	\$0	\$740,000
Main Avenue (N 15th St to N 17th St)	\$0	\$0	\$175,000	\$0	\$0	\$175,000
North 18th Street (Martin Av to Calumet Dr)	\$0	\$0	\$180,000	\$0	\$0	\$180,000
Storm Water Management Plan	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Sidewalk Repair/Replacement Program (City Wide)	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Indiana Avenue (S 17th St to Taylor Dr)	\$0	\$0	\$1,500,000	\$0	\$0	\$1,500,000
Weeden Creek Road (S Business Dr to Lakeshore)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
North 21st Street (Superior Av to Geele Av)	\$0	\$0	\$0	\$540,000	\$0	\$540,000
South Business Drive (Union Av to Washington Av)	\$0	\$0	\$0	\$3,355,000	\$0	\$3,355,000
Wilson Avenue (Lakeshore Dr to S Business Dr)	\$0	\$0	\$0	\$2,500,000	\$0	\$2,500,000
North 15th Street (North Av to Mayflower Av)	\$0	\$0	\$0	\$4,500,000	\$0	\$4,500,000
Storm Water Management Plan	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$0	\$0	\$150,000	\$0	\$150,000
North 25th Street (Kohler Memorial Dr to North Av)	\$0	\$0	\$0	\$0	\$1,160,000	\$1,160,000
Oakland Avenue (S 11th St to S Business Dr)	\$0	\$0	\$0	\$0	\$465,000	\$465,000
South 18th Street (Mead Av to Washington Av)	\$0	\$0	\$0	\$0	\$760,000	\$760,000
Superior Avenue (N 18th St to N 23rd St)	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Annual Asphalt Chip Seal Program	\$0	\$0	\$0	\$0	\$150,000	\$150,000
South 18th Street Extension Design/Permitting	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Total Streets	\$11,313,762	\$6,190,500	\$5,819,500	\$11,545,000	\$3,235,000	\$38,103,762
Streets Administration						
Bridges						
Pennsylvania Ave Bridge	\$1,497,490	\$0	\$0	\$0	\$0	\$1,497,490
Docks						
	\$12,811,252	\$6,190,500	\$5,819,500	\$11,545,000	\$3,235,000	\$39,601,252

5 YEAR CAPITAL IMPROVEMENTS PROGRAM

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$0	\$0	\$0	\$0	\$0	\$0
Street Improvement and Sidewalks	\$0	\$0	\$0	\$0	\$0	\$0
General Government Projects	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$0	\$0	\$0	\$0	\$0	\$0
Park, Forestry and Open Space Fund	\$0	\$0	\$0	\$0	\$0	\$0
Park Impact Fee Fund	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$0	\$0	\$15,000	\$0	\$0	\$15,000
County / State / Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Other Municipality Contributions	\$0	\$0	\$0	\$0	\$0	\$0
G. O. Borrowed Funds	\$0	\$0	\$0	\$0	\$0	\$0
Other Borrowed Funds	\$0	\$930,000	\$2,500,000	\$0	\$0	\$3,430,000
Donations	\$0	\$0	\$0	\$0	\$0	\$0
User Fees	\$2,175,000	\$1,915,000	\$1,995,000	\$1,750,000	\$1,565,000	\$9,400,000
Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle Registration Fee	\$0	\$0	\$0	\$0	\$0	\$0
Other/CDBG	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE	\$2,175,000	\$2,845,000	\$4,510,000	\$1,750,000	\$1,565,000	\$12,845,000

	2019 <u>Requested</u>	2020 <u>Requested</u>	2021 <u>Requested</u>	2022 <u>Requested</u>	2023 <u>Requested</u>	<u>Total</u>
Wastewater Utility						
Influent System Infrastructure	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Aeration Blower Number Two Replacement	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Anaerobic Digestion Cover	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Primary Clarification Number Two Drive	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Sewer Line Reconstruction / Relining	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Weeden Creek Sanitary Sewer Design	\$75,000	\$0	\$0	\$0	\$0	\$75,000
Lakeshore Interceptor Inspection/Design	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Mini Storm Sewer Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Anaerobic Digester Heat Exchanger	\$0	\$100,000	\$0	\$0	\$0	\$100,000
East Digester Complex Roof Replacement	\$0	\$100,000	\$0	\$0	\$0	\$100,000
North Avenue Lift Station Control Upgrade	\$0	\$60,000	\$0	\$0	\$0	\$60,000
Primary Clarification Number Four Drive	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Raw Influent Pump Number Three	\$0	\$220,000	\$0	\$0	\$0	\$220,000
Secondary Clarification Number Two Drive	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Sewer Line Reconstruction / Relining	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Weeden Creek Sanitary Sewer	\$0	\$930,000	\$0	\$0	\$0	\$930,000
Town of Wilson Lift Station Upgrade Design	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Mini Storm Sewer Program	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Indiana Avenue Pump Station Remodel	\$0	\$0	\$195,000	\$0	\$0	\$195,000
Main Office Complex - HVAC Control	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Primary Clarification Number Three Drive	\$0	\$0	\$90,000	\$0	\$0	\$90,000
Secondary Clarification Number One Drive	\$0	\$0	\$85,000	\$0	\$0	\$85,000
South Aeration Upgrade	\$0	\$0	\$275,000	\$0	\$0	\$275,000
Sewer Line Reconstruction / Relining	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Town of Wilson Lift Station Upgrade	\$0	\$0	\$2,500,000	\$0	\$0	\$2,500,000
Jet Truck	\$0	\$0	\$215,000	\$0	\$0	\$215,000
Mini Storm Sewer Program	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Kentucky Avenue Pump Station Remodel	\$0	\$0	\$0	\$225,000	\$0	\$225,000
North Aeration Upgrade	\$0	\$0	\$0	\$275,000	\$0	\$275,000
Primary Clarification Number One Drive	\$0	\$0	\$0	\$90,000	\$0	\$90,000
Raw Influent Pump Number Four	\$0	\$0	\$0	\$160,000	\$0	\$160,000
Sewer Line Reconstruction / Relining	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Secondary Clarification Number Three	\$0	\$0	\$0	\$0	\$85,000	\$85,000
Aeration Blower Number Five Replacement	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Raw Influent Pump Number Two Replacement	\$0	\$0	\$0	\$0	\$160,000	\$160,000
Supervisory Control / Data Acquisition System	\$0	\$0	\$0	\$0	\$120,000	\$120,000
Sewer Line Reconstruction / Relining	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Total - Wastewater Utility	\$2,175,000	\$2,845,000	\$4,510,000	\$1,750,000	\$1,565,000	\$12,845,000

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Capital Improvement Projects (CIP) for the years 2019-2023 for the Department of Public Works.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 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: Five year CIP plan for the Department of Public Works.

STAFF COMMENTS: The Department of Public Works CIP plan for 2019-2023 includes capital improvements for the Streets Division, Parks and Forestry Division, Facilities and Buildings Division, Motor Vehicle Division, and Wastewater Treatment Division.

ACTION REQUESTED: For discussion only.

ATTACHMENTS:

- I. R.O. No. 24-18-19
- II. CIP Public Works Summaries

III

5.3


Res. No. 14 - 18 - 19. By Alderpersons Wolf and Sorenson. May 7, 2018.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Kristopher J. and Rachel M. Mylius, 826 North 27th St.

Public Works



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

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2018, by a married couple Kristopher J. Mylius and Rachel M. Mylius residing at 826 N. 27th street, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-211530
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north 8' of the east 80' of the following described property:

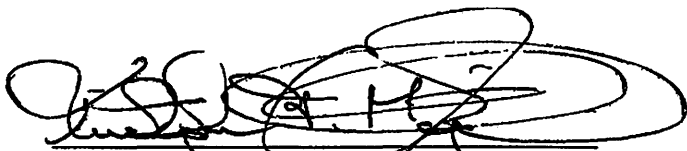
Rickmeier's Subdivision Lot 5, Block 2, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

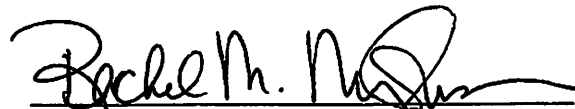
The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

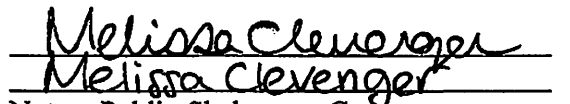
IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this _____ day of _____, 2018.


Kristopher J. Mylius
(Sign in the presence of a Notary Public)


Rachel M. Mylius
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 27 day of April, 2018, Kristopher J. Mylius and Rachel M. Mylius, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.


Melissa Clevenger
Notary Public-Sheboygan County
My commission expires July 24, 2021

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2018, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing executing an easement for a mini-storm sewer for 826 North 27th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 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: Homeowner requested the installation of a mini-storm sewer to alleviate storm water issues in their yard. Staff reviewed the request and approves the mini storm sewer application/request.

STAFF COMMENTS: This easement is needed to construct a mini storm in the backyard of the residence located at 826 North 27th Street.

ACTION REQUESTED: Motion to approve Res. No. 14-18-19 A resolution authorizing executing an easement for a mini-storm sewer for 826 North 27th Street.

ATTACHMENTS:

- I. Res. No. 14-18-19

III

5.4

Res. No. 15 - 18 - 19. By Alderperson Wolf. May 7, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$246,077.55 and Miller Engineers and Scientist for \$2,000 for the South Taylor Drive Sanitary Sewer Extension Project.

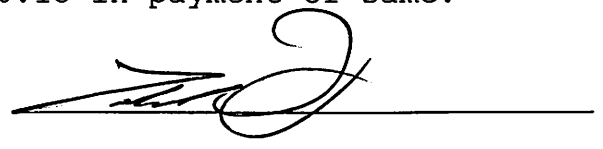
WHEREAS: Four bids were received in response to bid #2420-18. The low bid received from Vinton Construction Company has been determined to meet all of the specifications.

WHEREAS, construction material testing services will be provided by Miller Engineers & Scientists in an amount not to exceed \$2,000.

RESOLVED: That the appropriate City Officials to enter into a contract with Vinton Construction Company for \$246,077.55 and Miller Engineers and Scientist for \$2,000 for the South Taylor Drive Sanitary Sewer Extension Project.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #40033140-631200 Capital Project Funds - Street Improvements for \$57,477.40 and account #60134110-521900 - Wastewater Utility Fund - Replacement Costs for \$190,600.15 in payment of same.

Public Works



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

2420-18 Taylor Drive Sanitary Sewer Extension and Turn Lane (#5602950)

Owner: City of Sheboygan, WI
 Solicitor: City of Sheboygan, WI
 03/20/2018 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Vinton Construction Company		Buteyn-Peterson Construction		Kip Gulseth Construction Company Inc.		Advance Construction Inc.	
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
	1	R1	Mobilization	LS	1	\$17,500.00	\$17,500.00	\$9,350.00	\$9,350.00	\$15,000.00	\$15,000.00	\$47,800.00	\$47,800.00
	2	R2	Construction Staking	LS	1	\$1,561.00	\$1,561.00	\$3,400.00	\$3,400.00	\$5,000.00	\$5,000.00	\$3,400.00	\$3,400.00
	3	R3	Railroad Onsite Observation Allowance	LS	1	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
	4	R4	Traffic Control	LS	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$17,500.00	\$17,500.00	\$5,000.00	\$5,000.00
	5	R5	Inlet Protection	EA	14	\$40.00	\$560.00	\$20.00	\$280.00	\$50.00	\$700.00	\$85.00	\$1,190.00
	6	R6	Silt Fence	LF	75	\$2.00	\$150.00	\$2.00	\$150.00	\$3.00	\$225.00	\$4.00	\$300.00
	7	R7	Removing Concrete Pavement, including saw cutting	SY	737	\$8.00	\$5,896.00	\$7.62	\$5,615.94	\$6.43	\$4,738.91	\$8.00	\$5,896.00
	8	R8	Removing Curb and Gutter, turn lane construction only, including saw cutting	LF	386	\$4.00	\$1,544.00	\$4.94	\$1,906.84	\$5.00	\$1,930.00	\$4.00	\$1,544.00
	9	R9	Excavation, Turn Lane and Removal of Temporary Crossover	LS	1	\$7,000.00	\$7,000.00	\$5,214.00	\$5,214.00	\$7,830.00	\$7,830.00	\$7,000.00	\$7,000.00
	10	R10	Temporary Asphalt Surface (2-inch), including Base Aggregate	SY	270	\$0.01	\$2.70	\$17.10	\$4,617.00	\$20.00	\$5,400.00	\$20.00	\$5,400.00
	11	R11	Asphalt Pavement Driveway (4-inch)	SY	20	\$53.70	\$1,074.00	\$48.20	\$964.00	\$53.02	\$1,060.40	\$48.20	\$964.00
	12	R12	Concrete Pavement, 10-inches doweled and joint sealed	SY	1040	\$56.26	\$58,510.40	\$56.26	\$58,510.40	\$72.05	\$74,932.00	\$58.00	\$60,320.00
	13	R13	Concrete Curb and Gutter	LF	760	\$14.00	\$10,640.00	\$14.00	\$10,640.00	\$20.36	\$15,473.60	\$15.00	\$11,400.00
	14	R14	Concrete Median Nose	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00
	15	R15	Crushed Aggregate Base Course, turn lane construction only, 8-inch	SY	490	\$6.15	\$3,013.50	\$6.34	\$3,106.60	\$8.00	\$3,920.00	\$6.15	\$3,013.50
	16	R16	Casing Pipe, 16-inch, Bored and Jacked with 10-inch PVC Sanitary Sewer	LF	63	\$460.00	\$28,980.00	\$522.00	\$32,886.00	\$779.16	\$49,087.08	\$800.00	\$50,400.00
	17	R17	Casing Pipe, 16-inch, Open Cut, with 10-inch PVC Sanitary Sewer	LF	37	\$282.00	\$10,434.00	\$274.00	\$10,138.00	\$257.97	\$9,544.89	\$130.00	\$4,810.00
	18	R18	Sanitary Sewer Pipe, 10-inch PVC, Open Cut	LF	631.5	\$73.30	\$46,288.95	\$89.00	\$56,203.50	\$77.08	\$48,676.02	\$109.00	\$68,833.50
	19	R19	Sanitary Sewer Manhole, 48-inch (Complete)	EA	6	\$3,350.00	\$20,100.00	\$3,258.00	\$19,548.00	\$2,340.33	\$14,041.98	\$4,185.00	\$25,110.00
	20	R20	Modify Existing Sanitary Manhole 1	EA	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00
	21	R21	Modify Existing Storm Sewer Manhole	EA	1	\$795.00	\$795.00	\$1,250.00	\$1,250.00	\$350.00	\$350.00	\$2,000.00	\$2,000.00
	22	R22	Storm Sewer Pipe 18-inch RCP	LF	8	\$85.00	\$680.00	\$150.00	\$1,200.00	\$100.00	\$800.00	\$114.00	\$912.00
	23	R23	Storm Sewer Pipe 21-inch	LF	8	\$210.00	\$1,680.00	\$312.00	\$2,496.00	\$100.00	\$800.00	\$120.00	\$960.00
	24	R24	Storm Sewer Inlet (Complete), N-1	EA	1	\$2,193.00	\$2,193.00	\$2,132.00	\$2,132.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
	25	R25	Pavement Marking, Railroad Crossing, Paint	EA	4	\$225.00	\$900.00	\$225.00	\$900.00	\$1,525.00	\$6,100.00	\$1,450.00	\$5,800.00
	26	R26	Pavement Marking, 8-inch, White, Paint	LF	100	\$8.75	\$875.00	\$8.75	\$875.00	\$5.00	\$500.00	\$4.30	\$430.00
	27	R27	Topsoil, Seed, Fertilizer and Erosion Mat	LS	1	\$11,200.00	\$11,200.00	\$6,030.00	\$6,030.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Base Bid Total:							\$246,077.55		\$251,163.28		\$303,859.88		\$333,183.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$246,077.55 and Miller Engineers and Scientists for \$2,000 for the South Taylor Drive Sanitary Sewer Extension Project.

REPORT PREPARED BY: Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 40033140-631200,
60134110-980099

Wisconsin Statutes: N/A

Budget Summary: Capital Project
Funds – Street
Improvements,

Municipal Code: N/A

Budgeted Expenditure: Wastewater Utility
Fund –
Replacement Costs

\$1,602,750,
\$1,050,000

Budgeted Revenue: N/A

BACKGROUND / ANALYSIS: This document authorizes the department to enter into a contract for the construction of the South Taylor Drive Sanitary Sewer Extension. Due to new development proposed for a property on South Taylor Drive north of the railroad tracks; the City is responsible for the extension of the sanitary sewer to provide sewer service to the property.

Bid Summary is attached.

Other potential costs including material testing to be performed by Millers Engineers and Scientists for an amount not to exceed \$2,000.

The cost of the work plus testing is a total cost of \$248,077.55 (\$246,077.55+ \$2,000.00)

STAFF COMMENTS: Recommend approval of the resolution.

ACTION REQUESTED: Motion to approve Res. No. 15-18-19 A resolution authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$246,077.55 and Miller Engineers and Scientists for \$2,000 for the South Taylor Drive Sanitary Sewer Extension Project.

ATTACHMENTS:

- I. Res. No. 15-18-19
- II. Summary of Bids Received

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City Officials to enter into a contract with Terra Engineering & Construction Corp. for \$119,734.10 for the 2018 Miscellaneous Sewer Lining Project.

REPORT PREPARED BY: Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 2018

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 60134110-980099
Budget Summary: Wastewater Utility
Fund –
Replacement Costs
Budgeted Expenditure: \$1,050,000
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: This document authorizes the department to enter into a contract for the sewer lining as part of the Capital Improvement Program, as well as, additional areas that have been identified as in need of lining. Sewer lining is also being completed under Bid 2421-18; the location identified in this contract is outside the scope of Bid 2421-18.

Streets identified:

North Evans Street (Pennsylvania Avenue to Erie Avenue)
Michigan Avenue (West of 31st Place to North 27th Street)
North 27th Street (Michigan Avenue to Superior Avenue)

Bid Summary is attached.

STAFF COMMENTS: Recommend approval of the resolution.

ACTION REQUESTED: Motion to approve Res. No. 16-18-19 A resolution authorizing the appropriate City Officials to enter into a contract with Terra Engineering & Construction Corp. for \$119,734.10 for the 2018 Miscellaneous Sewer Lining Project.

ATTACHMENTS:

- I. Res. No. 16-18-19
- II. Summary of Bids Received

2424-18 2018 Miscellaneous Sewer Lining (#5686861)

Owner: City of Sheboygan, WI

Solicitor: City of Sheboygan, WI

04/24/2018 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Terra Engineering & Construction Corp.		Michels Corporation		Visu-Sewer		Insituform Technologies USA, LLC			
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7		
General															
	1	SAN1	Sanitary Lining - 8-inch (Michigan Avenue)	LF	1763.2	\$23.00	\$40,553.60	\$23.00	\$40,553.60	\$24.75	\$43,639.20	\$	41.80	\$	73,701.76
	2	SAN2	Sanitary Lining - 8-inch (North 27th Street)	LF	965.2	\$23.00	\$22,199.60	\$23.00	\$22,199.60	\$24.75	\$23,888.70	\$	40.50	\$	39,090.60
	3	SAN3	Sanitary Lining - 8-inch (N. Evans Street)	LF	1313.9	\$23.00	\$30,219.70	\$23.00	\$30,219.70	\$24.75	\$32,519.03	\$	41.10	\$	54,001.29
	4	STM1	Storm Sewer Lining - 10-inch (N. Evans Street)	LF	411.8	\$28.50	\$11,736.30	\$33.00	\$13,589.40	\$25.00	\$10,295.00	\$	32.30	\$	13,301.14
	5	STM2	Storm Sewer Lining - 12-inch (N. Evans Street)	LF	455.3	\$33.00	\$15,024.90	\$33.50	\$15,252.55	\$30.75	\$14,000.48	\$	46.10	\$	20,989.33
Base Bid Total:								\$119,734.10		\$121,814.85		\$124,342.40			\$201,084.12

III

5.5

Res. No. 16. - 18 - 19. By Alderperson Wolf. May 7, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Terra Engineering & Construction Corp. for \$119,734.10 for the 2018 Miscellaneous Sewer Lining Project.

WHEREAS: Four bids were received in response to bid #2424-18. The low bid received from Terra Engineering & Construction Corp. has been determined to meet all of the specifications.

RESOLVED: That the appropriate City Officials to enter into a contract with Terra Engineering & Construction Corp. for \$119,734.10 for the 2018 Miscellaneous Sewer Lining Project.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #60134110-980099 - Wastewater Utility Fund - Replacement Costs for \$119,734.10 in payment of same.

Public Works



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 PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitting a communication from Nic Collins, Assistant Principal Horace Mann Middle School, regarding any of the “No Left Turn” signs on Georgia Avenue behind Horace Mann Middle School.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 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: Approximately five years ago, the Sheboygan Area School District requested that all “No Left Turn” movements from Georgia Avenue to the parking lot on the north side of Horace Mann Middle School be eliminated. The reason for this request was that parents were dropping off and picking up students at this parking lot which caused vehicles to cue/backup onto Georgia Avenue. The SASD then made a policy that students are to be dropped off and picked up from the Union Avenue entrance. The SASD wants this “No Left Turn” restriction removed because it is not a user-friendly movement for the minimal vehicles that still use this north side parking lot, such as buses for special needs students and traveling teachers. This minimal use for the north parking lot no longer causes cueing/backups onto Georgia Avenue.

STAFF COMMENTS: Due to the change in policy from the Sheboygan Area School District requesting that all student drop off/pick up’s are to be made using the Union Avenue entrance, staff recommends eliminating the left turn restriction on Georgia Avenue.

ACTION REQUESTED: Motion to approve Gen. Ord. No. 1-18-19 AN ORDINANCE repealing Gen. Ord. 60-08-09 so as to delete the restriction banning left turns on school days from 1:00 p.m. to 4:00 p.m. for westbound traffic on Georgia Ave. at the approach to the north driveway at Horace Mann Middle School.

ATTACHMENTS:

- I. Gen. Ord. No. 1-18-19

~~IX~~

7.1

Gen. Ord. No. 1 - 18 - 19. By Alderperson Wolf. May 7, 2018.

AN ORDINANCE repealing Gen. Ord. 60-08-09 so as to delete the restriction banning left turns on school days from 1:00 p.m. to 4:00 p.m. for westbound traffic on Georgia Ave. at approach to the north driveway at Horace Mann Middle School.

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

Section 1. Gen. Ord. 60-08-09 is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove all signs placed as a result of the traffic restriction in said ordinance.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitting a communication from Nic Collins, Assistant Principal Horace Mann Middle School, regarding any of the "No Left Turn" signs on Georgia Avenue behind Horace Mann Middle School.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: April 5, 2018

MEETING DATE: April 10, 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: Approximately five years ago, the Sheboygan Area School District requested that all "No Left Turn" movements from Georgia Avenue to the parking lot on the north side of Horace Mann Middle School be eliminated. The reason for this request was that parents were dropping off and picking up students at this parking lot which caused vehicles to cue/backup onto Georgia Avenue. The SASD then made a policy that students are to be dropped off and picked up from the Union Avenue entrance. The SASD wants this "No Left Turn" restriction removed because it is not a user-friendly movement for the minimal vehicles that still use this north side parking lot, such as buses for special needs students and traveling teachers. This minimal use for the north parking lot no longer causes cueing/backups onto Georgia Avenue.

STAFF COMMENTS: Due to the change in policy from the Sheboygan Area School District requesting that all student drop off/pick up's are to be made using the Union Avenue entrance, staff recommends eliminating the left turn restriction on Georgia Avenue.

ACTION REQUESTED: Motion to approve Gen. Ord. No. __-17-18 AN ORDINANCE repealing Gen. Ord. 60-08-09 so as to delete the restriction banning left turns on school days from 1:00 p.m. to 4:00 p.m. for westbound traffic on Georgia Ave. at approach to the north driveway at Horace Mann Middle School.

ATTACHMENTS:

- I. R.O. No. 283-17-18
- II. G.O. No. __-17-18 Draft

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 17-18-19. A resolution authorizing approving the terms and conditions of the Land Lease Agreement for Butzen Sports Complex between the City of Sheboygan and Lakeshore United FC for a soccer facility to be located on the west side of South Business Drive between Hiawatha Court and Behrens Parkway.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 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:

In December 2014, the City accepted the donation of 45.3 acres of mostly undeveloped land from the estate of the Butzen family. The donation includes a stipulation that the property's intended use was recreational in nature.

For the past seven years, Lakeshore United FC (LUFC) has been actively searching for land to develop a sports complex that would provide high quality soccer and athletic fields in a single location. As a result, LUFC and the City have had ongoing discussions of the Butzen property meeting both parties' needs. In the recent past, this proposed project was linked to the planned elimination of soccer fields and sports fields at the Field of Dreams site due a planned regional medical center by Aurora Health Care.

STAFF COMMENTS:

As an alternative to the development of this parcel by the City, LUFC approached the City about a possible lease and their development of a sports complex on this 45 acre parcel. Subsequently, LUFC met several times with the Mayor, City Administrator and City Attorney on drafting the land lease terms and conditions. The terms and conditions mirror several existing nonprofit leases that the City currently has in place. Examples of similar leases involve Sheboygan A's, Mid-Lake Softball, Maywood Environmental Association and Blue Line Ice Center.

With the planned development by LUFC of a sports complex capable of hosting tournaments, the facility will provide economic development and tourism opportunities that will benefit local residents and businesses. In addition to sports fields, the complex will include concession stands, parking lots, shelters, restrooms and related

infrastructure. The lease identifies the right of LUFC to sublet the sports fields to other groups and organizations including the Sheboygan Youth Football.

Upon entering into a lease with the City, LUFC will initiate a fundraising effort to pay for the improvements to the Butzen property. The sports complex will be exclusively operated and maintained by LUFC, not the City.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res.17-18-19 which identifies the terms and conditions of the Land Lease Agreement for Butzen Sports Complex between the City of Sheboygan and Lakeshore United FC for a soccer facility.

ATTACHMENTS:

- I. Res. No. 17-18-19
- II. Butzen Sports Complex Proposal



RETTLER
100 JAMES STREET
SHEBOYGAN, WI 53081
PROJECT # 14-072

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT - 430 SPACES



BUTZEN SPORTS COMPLEX

MULTI-PURPOSE COMMUNITY SPORTS FACILITY

To provide top tier sports facilities and programming opportunities to area youth and the community that promotes good sportsmanship and commitment through competition while instilling a deep love of the game. Lakeshore United FC since 1985 has been steadfast in this goal.

BUTZEN SPORTS COMPLEX

MULTI-PURPOSE COMMUNITY SPORTS FACILITY

Project Introduction:

Lakeshore United FC (LUFC) along with the City of Sheboygan desire to develop a recreational sports complex to provide quality soccer facilities at the Butzen property located at 3900 County Trunk OK (South Business Drive in Sheboygan.

The Butzen farm was donated to the City of Sheboygan from the Butzen estate and was restricted to recreational purposes only. This proposal fulfills the estate's wishes and provides resources currently unavailable to the community. Furthermore, it lifts the burden from the City to develop and maintain an additional park facility with limited resources.

The Butzen Sports Complex plans include, but are not limited to, development of competitive athletic fields, field infrastructure, parking and drives, accessible paths and walks, demolition of existing buildings and construction of new athletic support buildings, development of pedestrian plaza spaces and amenities, installation of sport field lighting and the consideration of indoor athletic fields, and synthetic turf fields.

The site will be comprehensively planned and developed for maximum usage. Depending upon capital fund raising, the project will be developed in phases.

The proposed land lease includes the availability for other groups to use and/or sublease the facilities and provides such by recognizing Sheboygan Youth Football and its programming needs. Lastly, LUFC and the Butzen Sports Complex will provide the City of Sheboygan with enhanced tourism and economic benefit from hosting tournaments, camps and other related sports programming.

LUFC BOARD OF DIRECTORS

Tony Klockow, President

Joe Voelkner, VP/ General Council

John Koehler, VP Community Programs

Chris Lacey, Director Operations

Mike Thill, Treasurer

James Veeseer, Secretary

Randy Ingels

Michael Bieber

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Cameron Stewart

Shua Yang

Jeff Welsch



PROJECT DESCRIPTION AND BUDGET:

The Butzen Sports Complex is not a new concept or endeavor. For the past seven years, LUFC has been actively searching for land to develop a sports complex that would provide high quality soccer and athletic fields in a single location. The Butzen site came available from the Estate of the Butzen's and had a restrictive covenant of recreational use. This site and project had early momentum and support with the opportunity to receive financing in the amount of \$2.2 million from the Aurora Medical Incorporated as part of a new medical center being proposed. Unfortunately for the Butzen Sports Complex and the City of Sheboygan, Aurora Medical found an alternative site and no longer was offering the \$2.2 million.

Nevertheless, LUFC is in need of new facilities and the Butzen Sports Complex idea and plans are still viable. Although, the project has been delayed with the set-back of the Aurora decision, LUFC is now in the position to lead this project and manage the necessary community capital campaign.

LUFC will conduct a capital campaign and work with the City of Sheboygan in partnership to develop the Butzen Sports Complex. A variety of funding sources is proposed to secure the necessary capital to construct the facilities. An operational plan has also been developed to ensure proper cash flows to meet the daily and annual operating expenses as well as any debt repayment schedules.

SITE DEVELOPMENT:

The site will include comprehensive earthwork, which includes topsoil stripping, and mass grading. Significant mass grading will involve large cuts and fill, perhaps up to 15' in height, due to the existing topography of the site.

Erosion control devices and facilities will be incorporated during construction in accordance with local and state requirements. Storm water management facilities will include storm piping networks, wet detention ponds, and grassy swales. Site paving will include concrete sidewalks, handicap ramps, curb and gutter, etc. Asphalt bituminous paving will be included at all parking and drives. The athletic fields will each contain a crown, sloped at 1%, amended topsoil, under drains.



LUFC is seriously considering installing synthetic turf fields in phase 1 of the site development. The benefits to synthetic turf allow 25 times more usage than a grass field. Synthetic Turf does not need fertilizer, water, mowing and can be used in inclement weather where grass fields are unplayable and can result in costly damage. Synthetic turf also improves safety by providing a smooth consistent playing surface. Lastly, Synthetic turf increases revenues by increased playability and usage. Turf can be used over 2,000 hours per year allowing other sports and groups to use the facility. This will help gain support from other groups besides soccer to help support the complex.

Another capital improvement at the Butzen Sports Complex would be the addition of an inflatable dome covering one of the synthetic turf fields. Having an indoor, year-round, facility increases the



programming and lease opportunities, subsequently increasing the overall revenues. With Wisconsin winters lasting from November to April, an indoor facility increases opportunities for area youth to enjoy their sport year-round. Winter camps and other sports could also benefit from the availability of an indoor training facility.



Dome naming rights = \$500,000 to \$1,000,000

Butzen Sports Complex: Phase 1 Construction Estimate

Earthwork/Demolition (49.2 Acres)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost Estimate
Demolition/Clearing and Grubbing	L.S.	1	\$50,000.00	\$ 50,000.00
Mobilization	L.S.	1	\$50,000.00	\$ 50,000.00
Common Excavation	C.Y.	215,000	\$ 3.00	\$ 645,000.00
Stripping Topsoil (10")	C.Y.	66,145	\$ 2.50	\$ 165,362.50
Placing Topsoil (10")	C.Y.	66,145	\$ 2.50	\$ 165,362.50
Seed/Fertilize/Mulch Common Green Space	S.F.	619,105	\$ 0.20	\$ 123,821.00
Erosion Control	L.S.	1	\$50,000.00	\$ 50,000.00
Tracking Pad	Each	2	\$ 1,500.00	\$ 3,000.00
				\$ 1,252,546.00

Utilities

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Stormwater Management Facilities	Each	1	\$30,000.00	\$ 30,000.00
Storm Sewer	L.F.	3917	\$ 50.00	\$ 195,850.00
Storm Basin	Each	25	\$ 2,000.00	\$ 50,000.00
Storm Endwalls	Each	5	\$ 3,000.00	\$ 15,000.00
Electrical Underground Service	L.S.	1	\$50,000.00	\$ 50,000.00
Sanitary Sewer	L.F.	1630	\$ 75.00	\$ 122,250.00
Water	L.F.	1630	\$ 60.00	\$ 97,800.00
				\$ 560,900.00

Pavment - North Drive

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	5510	\$ 14.50	\$ 79,895.00
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	5928	\$ 7.50	\$ 44,460.00
Concrete Curb Ramp w/Detectable Warning Field	Each	0	\$ 1,020.00	\$ -
Concrete Curb & Gutter- 24"	L.F.	0	\$ 25.00	\$ -
Striping Parking Spaces	L.S.	1	\$ 2,500.00	\$ 2,500.00
				\$ 126,855.00

Pavment - Walking Paths (North)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	5039	\$ 14.50	\$ 73,065.50
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	5955	\$ 7.50	\$ 44,662.50
				\$ 117,728.00
				\$ 63,559.50

Pavment - Thickened Edge (North)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Thickened Edge Walk 5" Depth	S.F.	17497	\$ 7.50	\$ 131,227.50
Dense Graded Base Course, 6" Depth	S.Y.	2336	\$ 7.50	\$ 17,520.00
				\$ 148,747.50

Pavment - North Parking (58 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	3978	\$ 14.50	\$ 57,681.00
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	4194	\$ 6.80	\$ 28,519.20
Concrete Curb Ramp w/Detectable Warning Field	Each	2	\$ 1,020.00	\$ 2,040.00
Striping Parking Spaces	L.S.	1	\$ 2,500.00	\$ 2,500.00
				\$ 90,740.20

Pavment - North Parking (104 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	4067	\$ 14.50	\$ 58,971.50
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	4233	\$ 7.50	\$ 31,747.50
Concrete Curb Ramp w/Detectable Warning Field	Each	3	\$ 1,020.00	\$ 3,060.00
Striping Parking Spaces	L.S.	1	\$ 2,500.00	\$ 2,500.00
				\$ 96,279.00

Pavment - North Parking (13 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	345	\$ 14.50	\$ 5,002.50
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	384	\$ 7.50	\$ 2,880.00
Concrete Curb Ramp w/Detectable Warning Field	Each	2	\$ 1,020.00	\$ 2,040.00
Striping Parking Spaces	L.S.	1	\$ 1,000.00	\$ 1,000.00
				\$ 10,922.50

Pavment - North Parking (66 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	3670	\$ 14.50	\$ 53,215.00
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	3778	\$ 7.50	\$ 28,335.00
Concrete Curb Ramp w/Detectable Warning Field	Each	2	\$ 1,020.00	\$ 2,040.00
Concrete Curb & Gutter- 24"	L.F.	54.5	\$ 25.00	\$ 13,625.00
Striping Parking Spaces	L.S.	1	\$ 3,000.00	\$ 3,000.00
				\$ 100,215.00

225x360' Soccer/Football Combination Field

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Finish Grading/Crowning	S.Y.	9000	\$ 2.00	\$ 18,000.00
Irrigation	L.S.	1	\$ 30,000.00	\$ 30,000.00
Athletic Field Seeding	S.F.	81000	\$ 0.15	\$ 12,150.00
Soccer Goals	L.S.	1	\$ 4,000.00	\$ 4,000.00

225x360' Soccer/Football Combination Fields

		5	\$	\$ 64,150.00
				\$ 320,750.00

Miscellaneous

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Landscaping	L.S.	1	\$ 35,000.00	\$ 35,000.00
				\$ 35,000.00

Buizen Sports Complex: Phase 1 Construction Estimate

Contingency at 5%				\$ 2,860,683.20
				\$ 143,034.16
Buizen Sports Complex: Phase 1 Construction Estimate Subtotal				\$ 3,003,717.36
Geotechnical				\$ 8,500.00
Design Development/Construction Documents				\$ 150,000.00
Stormwater Design/Permitting				\$ 210,260.22
Contract Administration at 7%				\$ 75,092.93
Construction Observation at 2.5%				\$ 75,092.93

Base Project Total: \$ 3,447,570.51

Updated Base Project (with deducts)

\$ 3,235,263.51

Amenities Phase 1:

Item Description	Unit	Estimated Quantity	Unit Price	2017 Cost
Soccer Field Enhancements				
Topsoil Amendment	S.Y.	9000	\$ 4.50	\$ 40,500.00
4" Underdrains with Sock	L.F.	2390	\$ 10.00	\$ 23,900.00

225x360' Soccer/Football Combination Fields

		5	\$	\$ 64,400.00
				\$ 322,000.00

Concession/Restroom/Shelter

		1	\$	\$ 285,000.00
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Grand Total Phase 1 Construction Estimate:

\$ 4,054,570.51

CAPITAL CAMPAIGN

LUFC has begun the process of identifying potential naming rights and donors for the Butzen Sports Complex.



Concession Stand = \$500,000 to 1,000,000



Scoreboards = \$75,000 to \$150,000



Field Naming and Sponsorship = \$100,000 per field

SOURCES OF REVENUE

LUFC plans to partner with the greater Sheboygan area to maximize partnerships in sustaining funding for the Butzen Sports Complex. Partnerships include naming rights on infrastructure, sponsorship opportunities with uniforms and kids programming. Tournaments will be a major source of income as teams will travel to compete. Traveling teams also help the local tourist economy and result in significant hotel room stays.

Several communities have tapped into this market and are beginning to focus their efforts on exclusive sports tourism activities (see sidebar). For example, the Scheels USA Youth Sports Complex located in Appleton, Wisconsin, 2013 Economic Impact states the facility generated 88,045 visitors to the complex resulting in \$2,200,000 in direct visitor spending during 2013 tournaments and generated 2,700 hotel room stays. Sheboygan is ideal for this emerging market with its proximity to Lake Michigan and location between Milwaukee and Green Bay as well as the Fox Valley.

The use of room tax revenues is appropriate and proven to have significant returns on tourism spending and hotel room stays. Several visitor and convention bureaus have identified sports development and tourism as integrated ventures and established specific marketing in this area. In the appendix is an article from the International City Manager's Association website providing further insight.

Other sources of revenue in addition to naming rights and room tax revenue is corporate sponsorship or underwriting opportunities that offer special camps, profession exhibitions or help maintain low cost entry for underprivileged youth and families.

In addition, LUFC plans to aggressively apply for grants, such as US Soccer Foundation that fund synthetic turf, field lighting and "Safe Places to Play" to organizations that have greater than a 10 year lease to construct and develop fields.



» **INTERSTATE 41 CORRIDOR**
Brown, Calumet, Outagamie,
Winnebago, Fond du Lac Counties

Town of Grand Chute gifts land for sports facility

The Town of Grand Chute approved a gift of 20 acres of land, valued at \$1 million, to the Fox Cities Convention & Visitors Bureau for the development of an ice and hard-court indoor sports facility.

The Fox Cities Sports Facility, scheduled to open in fall 2019, will be funded through hotel room tax. The facility will focus on attracting sports teams from outside the Fox Cities, providing them with the opportunity to participate in tournaments and events.

The land is located near the northeast corner of the intersection of McCarthy Road and Greenville Drive, and the sports facility will be less than two miles from Interstate 41.

A study commissioned by the Fox Cities Convention & Visitors Bureau demonstrates this type of indoor sports facility will bring an estimated economic impact of \$4.8 million in the first year, and will increase to \$7.8 million by the fifth year. A final design of the facility will be announced in spring 2018.

The facility will be owned by the not-for-profit Fox Cities Sports Development Inc., a subsidiary of the Fox Cities Convention & Visitors Bureau.



PROGRAMMING

LUFC has over 1,300 girls and boys participating in its soccer program. LUFC provides all levels of skill development within its programming structure from beginning, recreational, academy to select and mid-west regional competition. LUFC offers all this and makes these programs accessible by keeping costs low and affordable as well as offering scholarship assistance if needed. Over the years, LUFC has positively impacted the lives of many children.

LUFC's programming is a major operation. Managing 1,300 youth athletes, serving over 3,000 parents, providing qualified coaches, scheduling 200 plus games along with referees, practice schedules, requires a dedicated group of individuals that are committed to the organization and the mission. LUFC has been in existence for over 30 years in and continues to grow, improve programming and quality coaching.

LUFC has programming throughout the year. Fall soccer season typically starts after Labor Day and ends the first week of November. Winter season (indoor Futsal) typically begins in December and ends in March, though this immediately transitions into Spring Season which runs April through mid-June. Currently LUFC uses a combination of Sheboygan Area School District facilities and City of Sheboygan parks for fields. Although this combination has helped, long term growth is stymied and is not sustainable due to conflicting uses, limited space and the quality of the fields itself.



OPERATIONAL PLAN

LUFC Plans to operate the Butzen Sports Complex seven days a week, all year with typical operating hours between 9am to 10pm with extended hours during tournaments or special events. LUFC regular programming will occupy a large portion of the schedule. In addition, LUFC currently hosts two tournaments, one in spring and one in fall. Tournaments are a significant source of revenue for the LUFC since the majority of participants are from outside the organization. It is anticipated that once the Butzen Sports Complex is completed, that additional tournaments could be accommodated since the facility will have synthetic turf and not have competing interests from high schools and Sheboygan Area School District uses.

LUFC still plans to work collaboratively with the Sheboygan Area School District and the Recreation Department to continue to provide soccer facilities at schools and neighborhoods for easy access for practices and pick-up games. For the Butzen Sports Complex LUFC has identified the following scenario to base the operation plan upon:

Four turf fields and six grass field concept with a semi-permanent dome on one turf field.

- Cost estimate of \$ 1.7M for dome
- Year one is 2019 and only has an August thru December calendar
- Room tax revenue is still being researched but many case studies have been cited and are identified under the “Events” revenue spreadsheet, conservative estimates
- The debt payment is based on low interest rates and could fluctuate; City could potentially issue debt with LUFC and Butzen revenues responsible for principal and interest payments.

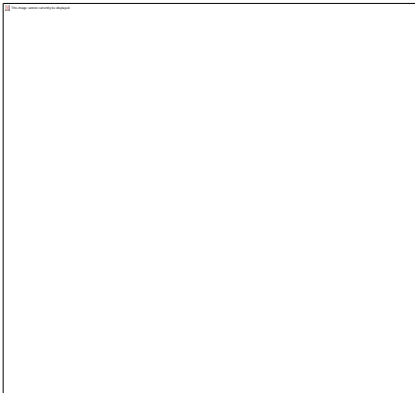
The operational plan is planning on using sponsorship money at 50 percent operations and 50 percent of annual debt service.

Based upon past discussions and commitments LUFC has summarized the following major sources of revenue to construct the Butzen Sports Complex:

In Kind from City	\$ 800,000
Initial community Funds	\$1,000,000
Sponsor 2018 capital funds	\$1,160,000
Bonds/Loan	\$5,000,000
Total	\$ 7,960,000

This figure represents the first phase of a multi-year, long-range capital development plan. LUFC is proposing to incrementally develop the site to gain early success and build capacity to manage and operate the facility in a professional manner.

Once the Butzen Sports Complex is constructed and operational, additional opportunities exist for generating revenue but have not been included in this proforma. The Butzen Sports Complex would have a chance to compete with Appleton or Milwaukee for State Cup and Presidents Cup soccer tournaments. These two unique five day events/tournaments that typically bring approximately 80+ teams (1,400 players and their families) and are highly attended.



Regional events such as the Presidents Cup and Regional Championships are currently being hosted at a facility that has 15 Full size fields. The Butzen Sports Complex, once completed, with 8-10 high quality fields in Sheboygan would result in a chance to compete for those events along with other high profile events. The US Soccer Olympic Development program is another area where the Butzen Sports Complex would have access to three types of events:

- Winter team trainings with over 650 players meeting 10 times per year. Currently they train in Gyms and / or rent indoor space in Rockford. With a dome the Butzen Sports Complex would be able to host all of the sessions
- Spring trainings and preparation of Midwest Regional Competition
- State and Regional ODP camps and tournaments with 8-14 states converging at the Butzen Sports Complex their each of their 14 teams each attending

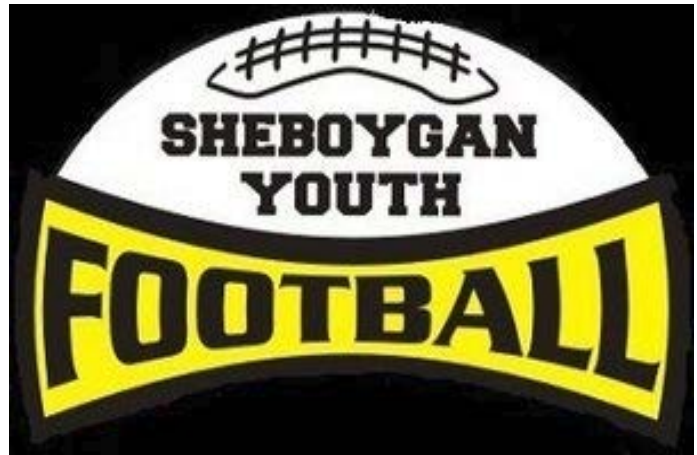


Furthermore, other sports besides soccer will be provided with additional opportunities: Football camps, games, La Crosse, indoor golf practice; to name a few. The Butzen Sports Complex provides the opportunity for the Sheboygan community to compete with other communities throughout the mid-west and will provide the youth of Sheboygan the opportunity to train and compete at high level facilities without the need for expensive travel.



Although LUFC is a soccer club, LUFC provides the best organizational infrastructure to manage the development and operation of the Butzen Sports Complex. LUFC is the largest of all youth sports groups in the Sheboygan area and currently has needs to meet its current programming. LUFC's tenure as an organization dedicated to youth sport and development along with its experience in managing paid staff and budgets further provides support for LUFC and this proposal. However LUFC recognizes the importance of the Butzen Sports Complex and the need to share this great resource with others.

Butzen Sports Complex will solve programming and field issues and also provide additional opportunities to many other sports groups. As a result, LUFC has identified the ability for such groups to sub-lease portions of the Butzen Sports Complex for their use or programming needs. For example, Sheboygan Youth Football has long desired a home to help support youth football and its programming needs. Currently, SYF is using Kiwanis Park and Sheboygan Area School District properties to host practices and games. LUFC specifically recognizes this need and has created a sub-lease specifically for SYF.



Depending upon availability, other groups may want the opportunity to play or use the Butzen Sports Complex facilities. Ultimately, the more programming and continued use of the facility will help with revenues and cost share improvements.

Overall, the Butzen Sports Complex will be a community asset not only giving our youth top-notch sporting facilities but provide Sheboygan with a high profile facility that will draw visitors or enticing those wanting to relocate to an area that has quality resources.



Butzen Sports Complex Revenues & Operations
Four Turf Fields with Dome

	Fall Only	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Revenue											
Programming											
Memberships	\$	29,400	\$ 38,880	\$ 51,864	\$ 54,793	\$ 57,892	\$ 67,980	\$ 71,862	\$ 75,987	\$ 88,408	\$ 93,536
Field Fees	\$	5,100	\$ 21,780	\$ 23,240	\$ 24,682	\$ 26,216	\$ 27,856	\$ 29,611	\$ 31,490	\$ 33,503	\$ 35,661
League Fees	\$	45,000	\$ 180,000	\$ 180,000	\$ 187,200	\$ 194,688	\$ 202,476	\$ 210,575	\$ 218,998	\$ 227,757	\$ 236,868
Fundraising	\$	54,040	\$ 57,744	\$ 54,768	\$ 63,058	\$ 72,879	\$ 84,562	\$ 98,511	\$ 115,228	\$ 135,334	\$ 159,597
Sponsorships	\$	99,400	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 292,000	\$ 290,000	\$ 290,000	\$ 290,000
Events	\$	127,800	\$ 311,100	\$ 366,600	\$ 366,600	\$ 366,600	\$ 366,600	\$ 422,100	\$ 477,600	\$ 533,100	\$ 588,600
Grants (1st Grant amortized over 3 years)	\$	100,000	\$ 100,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000
Room Tax Revenue	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals	\$	27,275	\$ 85,100	\$ 103,850	\$ 107,350	\$ 107,350	\$ 140,900	\$ 143,400	\$ 143,400	\$ 148,025	\$ 148,025
Total Revenues	\$	488,015	\$ 1,078,604	\$ 1,114,323	\$ 1,187,683	\$ 1,209,625	\$ 1,224,373	\$ 1,368,059	\$ 1,452,703	\$ 1,506,128	\$ 1,602,286

	Fall Only	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Expense											
Operating											
Salaries/Wages (100%/40K/50K/20K)	\$	157,500	\$ 210,000	\$ 218,400	\$ 227,136	\$ 236,221	\$ 245,670	\$ 250,000	\$ 260,000	\$ 270,400	\$ 281,216
Benefits (15%)	\$	23,625	\$ 31,500	\$ 32,760	\$ 34,070	\$ 35,433	\$ 36,851	\$ 37,500	\$ 39,000	\$ 40,560	\$ 42,182
Payroll Taxes	\$	34,650	\$ 46,200	\$ 48,048	\$ 49,970	\$ 51,969	\$ 54,047	\$ 55,000	\$ 57,200	\$ 59,488	\$ 61,868
Professional Fees	\$	3,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Advertising	\$	18,000	\$ 7,500	\$ 7,800	\$ 8,112	\$ 8,436	\$ 8,774	\$ 9,125	\$ 9,490	\$ 9,869	\$ 10,264
Office Supplies	\$	3,600	\$ 3,600	\$ 3,744	\$ 3,894	\$ 4,050	\$ 4,211	\$ 4,380	\$ 4,555	\$ 4,737	\$ 4,927
IT	\$	8,000	\$ 4,800	\$ 4,992	\$ 5,192	\$ 5,399	\$ 5,615	\$ 5,840	\$ 6,074	\$ 6,316	\$ 6,569
Field Maint	\$	10,000	\$ 38,000	\$ 65,000	\$ 67,600	\$ 70,304	\$ 73,116	\$ 76,041	\$ 79,082	\$ 82,246	\$ 85,536
Field Replacement reserve	\$	-	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 150,000	\$ 200,000	\$ 200,000	\$ 250,000
Online	\$	4,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Equipment	\$	10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Total Expenses	\$	483,575	\$ 1,074,400	\$ 1,113,544	\$ 1,168,774	\$ 1,194,613	\$ 1,211,085	\$ 1,300,686	\$ 1,338,201	\$ 1,356,417	\$ 1,455,362

	Fall Only	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Expense											
Financing											
Bank Insurance	\$	10,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Card Processing	\$	1,200	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
Debt Payments	\$	200,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
<i>(Calc of \$50K pmt on \$5.0M 10yr at 3.25%)</i>											
Total Fees	\$	483,575	\$ 1,074,400	\$ 1,113,544	\$ 1,168,774	\$ 1,194,613	\$ 1,211,085	\$ 1,300,686	\$ 1,338,201	\$ 1,356,417	\$ 1,455,362
Net Income	\$	4,440	\$ 4,204	\$ 779	\$ 28,909	\$ 15,012	\$ 13,288	\$ 67,373	\$ 114,502	\$ 149,711	\$ 146,924

Butzen Sports Complex Membership Revenue
Four Turf Fields with Dome

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Membership (including dome)	\$ 15	\$ 15	\$ 15	\$ 18	\$ 18	\$ 18	\$ 20	\$ 20	\$ 20	\$ 22
Members										
LUFC Rec	\$ 940	\$ 987	\$ 1,036	\$ 1,088	\$ 1,143	\$ 1,200	\$ 1,260	\$ 1,323	\$ 1,389	\$ 1,458
Other Rec	\$ 200	\$ 300	\$ 450	\$ 473	\$ 496	\$ 521	\$ 547	\$ 574	\$ 603	\$ 633
Academy	\$ 120	\$ 135	\$ 150	\$ 158	\$ 166	\$ 174	\$ 183	\$ 192	\$ 202	\$ 212
Select	\$ 300	\$ 315	\$ 331	\$ 347	\$ 365	\$ 383	\$ 402	\$ 422	\$ 443	\$ 465
Adult	\$ 300	\$ 330	\$ 363	\$ 399	\$ 439	\$ 483	\$ 531	\$ 585	\$ 643	\$ 707
	\$ 1,860	\$ 2,067	\$ 2,330	\$ 2,465	\$ 2,608	\$ 2,761	\$ 2,923	\$ 3,096	\$ 3,280	\$ 3,476
Camps	\$ 100	\$ 525	\$ 551	\$ 579	\$ 608	\$ 638	\$ 670	\$ 704	\$ 739	\$ 776
Total	\$ 1,960	\$ 2,592	\$ 2,881	\$ 3,044	\$ 3,216	\$ 3,399	\$ 3,593	\$ 3,799	\$ 4,019	\$ 4,252

Total Membership Revenue

2019	\$ 29,400	\$ 38,880	\$ 51,864	\$ 54,793	\$ 57,892	\$ 67,980.18	\$ 71,862	\$ 75,987	\$ 88,408	\$ 93,536
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Existing Field Fees to SASD

2019	\$ 1,360	\$ 1,452	\$ 1,549	\$ 1,645	\$ 1,748	\$ 1,857	\$ 1,974	\$ 2,099	\$ 2,234	\$ 2,377
	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
	\$ 20,400	\$ 21,780	\$ 23,240	\$ 24,682	\$ 26,216	\$ 27,856	\$ 29,611	\$ 31,490	\$ 33,503	\$ 35,661

Butzen Sports Complex League (Team) Membership Revenue
Four Turf Fields with Dome

League (Team Formation)	Teams	Fees
3v3	200	\$ 120
5v5	200	\$ 150
9v9	64	\$ 250
11v11	100	\$ 250
Adult	100	\$ 350
Winter/Dome (3 sessions)	100	\$ 500
Total		\$ 180,000
	year 1 discount	75% \$ 45,000

Buildings
 DOME
 Fields
 PARK Naming

\$ 500,000
 \$ 900,000
 \$ 1,946,000
 \$ 650,000
 \$ 3,996,000

Butzen Sports Complex Sponsorship Revenue
 Four Turf Fields with Dome

2018 Capital
 2019
 2020
 2021
 2022
 2023
 2024
 2025
 2026
 2027
 2028

Commitment
 2019
 2020
 2021
 2022
 2023
 2024
 2025
 2026
 2027
 2028

Input
 Calc

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Concession Stand 1	\$ 100,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Concession Stand 2	\$ 100,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
TURF 1 Stadium	\$ 150,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
TURF 2 DOME	\$ 350,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
TURF 3*	\$ 75,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
TURF 4*	\$ 75,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
GRASS 1	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 2	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 3	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 4	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 6 (SUBLET)	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 5 (SUBLET)	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
PARK NAMING	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
XXXXXX Park at Butzen Farms	\$ 1,130,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 292,000	\$ 290,000	\$ 290,000	\$ 290,000

* Total fields will be 10 with 2 being sublet to SFA. If only 1 or 2 turf fields then grass fields will increase to equal 10 total

Butzen Sports Complex Annual Fundraising Revenue
 Four Turf Fields with Dome

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
5K / 10K Run	\$ 5,000	\$ 5,500	\$ 6,050	\$ 6,655	\$ 7,321	\$ 8,053	\$ 8,858	\$ 9,744	\$ 10,718	\$ 11,790
Raffles	\$ 25,000	\$ 25,000	\$ 27,500	\$ 30,250	\$ 33,275	\$ 36,603	\$ 40,263	\$ 44,289	\$ 48,718	\$ 53,590
Golf Outing	\$ 12,000	\$ 15,000	\$ 18,750	\$ 23,438	\$ 29,297	\$ 36,621	\$ 45,776	\$ 57,220	\$ 71,526	\$ 89,407
Casino Nites	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Google/Amazon	\$ 1,800	\$ 1,980	\$ 2,178	\$ 2,396	\$ 2,635	\$ 2,899	\$ 3,189	\$ 3,508	\$ 3,858	\$ 4,244
Scripts	\$ 240	\$ 264	\$ 290	\$ 319	\$ 351	\$ 387	\$ 425	\$ 468	\$ 514	\$ 566
Gas Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 54,040	\$ 57,744	\$ 54,768	\$ 63,058	\$ 72,879	\$ 84,511	\$ 98,511	\$ 115,228	\$ 135,334	\$ 159,597

Butzen Sports Complex Events Revenue
Four Turf Fields with Dome

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Events	2	5	6	6	6	6	7	8	9	10
Weekends	14	28	28	28	28	28	28	28	28	28

Rental	\$ 16,000	\$ 80,000	\$ 96,000	\$ 96,000	\$ 96,000	\$ 96,000	\$ 112,000	\$ 128,000	\$ 144,000	\$ 160,000
Parking										
Cars										

	\$ 30,000	\$ 150,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 210,000	\$ 240,000	\$ 270,000	\$ 300,000
Cdncessions										

Events	\$ 9,500	\$ 47,500	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,000	\$ 66,500	\$ 76,000	\$ 85,500	\$ 95,000
Weekends	\$ 1,200	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600

	\$ 127,800	\$ 311,100	\$ 366,600	\$ 366,600	\$ 366,600	\$ 366,600	\$ 422,100	\$ 477,600	\$ 533,100	\$ 588,600
Projected rooms	8	640	4,800	4,800	4,800	4,800	5,600	6,400	7,200	8,000
(6 player rooms per team										

100 teams per event with 15 players

Butzen Sports Complex Rental Revenue
Four Turf Fields with Dome

Turf	Games /game	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Soccer	HS -	250	10	20	20	20	20	20	20	20	20
	HS - Lts	300	3	6	6	6	6	6	6	6	6
		\$ 3,400	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Football		400	0	0	0	0	0	0	0	0	0
		500	0	4	4	6	6	6	6	6	6
		\$ -	\$ 2,000	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Other		300	0	2	2	2	2	4	4	4	4
(Lacrosse)		350	0	2	2	2	2	4	4	4	4
		\$ -	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Both Field Rentals	/90 Min	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Grass/Lights		85	25	100	100	100	150	150	150	150	150
Turf		185	50	150	150	150	200	200	200	225	225
Dome Daytime / hour		100	50	200	200	225	225	250	250	250	250
Dome /90		375	20	50	100	100	100	150	150	150	150
(also rented by half for \$225)		\$ 23,875	\$ 75,000	\$ 93,750	\$ 96,250	\$ 96,250	\$ 128,500	\$ 131,000	\$ 131,000	\$ 135,625	\$ 135,625
Total Rentals		\$ 27,275	\$ 85,100	\$ 103,850	\$ 107,350	\$ 107,350	\$ 140,900	\$ 143,400	\$ 143,400	\$ 148,025	\$ 148,025

ORGANIZATION DESCRIPTION

Lakeshore United FC (LUFC) is a volunteer organization serving youth soccer players. Our club provides one of the best opportunities to play at the Recreational, Academy, Select or Regional Program levels, as well as foster the growth and development of its members within the environment of soccer.

LUFC continuously emphasizes skill development, personal improvement, teamwork, respect, sportsmanship and commitment during our coaching sessions and the season. LUFC values and promotes continuing soccer education, fair and competitive play, leadership development, good sportsmanship and strives to generate a love for the “beautiful game”.

Lakeshore United FC (LUFC) is a division of Sheboygan Area Youth Soccer Organization, Inc. (SAYSO) Our organization is a registered 501C(3) organization, pursuant to the Internal Revenue Service code. LUFC was formed in 1985 to facilitate the youth soccer experience. It began with recreational teams and has evolved into a program consisting of over 70 recreational teams, 10 Academy teams, 21 Select teams and 3 Regional Teams. We have players from over 15 communities and our membership continues to grow. LUFC offers programs for players with all types of skill levels from preschool children to High School age. Philosophically, the club believes in creating a competitive environment that is physically and mentally challenging, while stimulating the players to reach their highest potential. We believe in developing the whole player and creating soccer players/fans for life.

In the following appendix LUFC has shared its financial information to further demonstrate the strength of the organization as well as the scale and scope of programming LUFC has developed over the years. LUFC is excited to begin the next chapter in soccer and youth sports programming for the Sheboygan Community. LUFC has fostered partnerships and sponsorships, some included below, and with the Butzen Sports Complex will be able to expand the opportunities for additional partners and use the Butzen Sports Complex to reach larger audiences.



APPENDIX A

11:36 PM
04/16/18
Accrual Basis

Lakeshore United FC Profit & Loss Prev Year Comparison January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Ordinary Income/Expense				
Income				
Academy				
BW Drop In	178.05	0.00	178.05	100.0%
Player registrations	20,046.25	9,475.00	10,571.25	111.57%
Total Academy	20,224.30	9,475.00	10,749.30	113.45%
Big Wheel				
Clinics	2,600.00	0.00	2,600.00	100.0%
Practice	2,850.00	360.00	2,490.00	691.67%
Session 1	1,985.00	990.00	995.00	100.51%
Session 2	7,986.00	800.00	7,186.00	898.25%
Sponsorships	668.00	500.00	168.00	33.6%
Vending Machine	364.57	0.00	364.57	100.0%
Total Big Wheel	16,453.57	2,650.00	13,803.57	520.89%
Camp - GoalKeeper	940.00	0.00	940.00	100.0%
Camp - Select Team	0.00	4,480.00	-4,480.00	-100.0%
Camp - Skill Master	5,115.00	11,411.25	-6,296.25	-55.18%
Camp - Soccer School	2,580.00	1,610.00	970.00	60.25%
Camp - UWM Elite	18,310.00	6,320.00	11,990.00	189.72%
Club General				
CC Cash Back Rewards	299.90	25.00	274.90	1,099.6%
Donations	585.66	0.00	585.66	100.0%
Reconcile with WF checking	113.52	0.00	113.52	100.0%
Club General - Other	160.00	0.00	160.00	100.0%
Total Club General	1,159.08	25.00	1,134.08	4,536.32%
Fundraising				
Donations - Misc	100.00	0.00	100.00	100.0%
Soccer Ball	6,183.00	0.00	6,183.00	100.0%
Total Fundraising	6,283.00	0.00	6,283.00	100.0%
Interest	343.78	0.00	343.78	100.0%
Rec League				
Registration Fees	42,815.00	37,408.50	5,406.50	14.45%
Sponsorships	5,000.00	5,000.00	0.00	0.0%
Total Rec League	47,815.00	42,408.50	5,406.50	12.75%
Select League				
Rebate Great Lakes Fall Cup	0.00	700.00	-700.00	-100.0%
Referee Class Registrations	300.00	0.00	300.00	100.0%
Team Registrations	53,978.02	29,595.00	24,383.02	82.39%
Tournament Registrations	495.00	0.00	495.00	100.0%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Tryouts	5,440.00	6,080.00	-640.00	-10.53%
WYSA new player rebate	0.00	266.00	-266.00	-100.0%
WYSA state refunds	0.00	400.00	-400.00	-100.0%
Total Select League	60,213.02	37,041.00	23,172.02	62.56%
Tournament - Rec				
Advertising	400.00	0.00	400.00	100.0%
Concessions				
Concession Stand	3,451.77	5,746.91	-2,295.14	-39.94%
Donut Man	0.00	253.00	-253.00	-100.0%
Ice Cone Man	50.00	0.00	50.00	100.0%
Total Concessions	3,501.77	5,999.91	-2,498.14	-41.64%
Donations				
Elks Shoot - KCU	500.00	500.00	0.00	0.0%
Total Donations	500.00	500.00	0.00	0.0%
Team Registrations	7,750.00	7,353.00	397.00	5.4%
Total Tournament - Rec	12,151.77	13,852.91	-1,701.14	-12.28%
Tournament - Select Spring				
Concessions	7,215.00	0.00	7,215.00	100.0%
Donut Man	400.00	0.00	400.00	100.0%
Misc	80.00	0.00	80.00	100.0%
Sponsorships	500.00	0.00	500.00	100.0%
Team registrations	35,505.00	0.00	35,505.00	100.0%
Top Tier	750.00	0.00	750.00	100.0%
Volunteer Hours	100.00	0.00	100.00	100.0%
Total Tournament - Select Spring	44,550.00	0.00	44,550.00	100.0%
Total Income	236,138.52	129,273.66	106,864.86	82.67%
Expense				
Academy Exp				
Equipment	1,103.20	767.86	335.34	43.67%
Field Fees	945.00	615.00	330.00	53.86%
League One	489.69	288.70	200.99	69.62%
Referees	965.00	528.00	437.00	82.77%
Tournaments	3,805.00	0.00	3,805.00	100.0%
Uniforms	3,090.00	2,344.50	745.50	31.8%
WYSA - Team Registrations	1,400.00	625.00	775.00	124.0%
WYSA Player Fees	402.50	0.00	402.50	100.0%
Total Academy Exp	12,200.39	5,169.06	7,031.33	136.03%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Big Wheel Exp				
Advertising	249.12	0.00	249.12	100.0%
Equipment	594.05	207.08	386.97	186.87%
Improvements	1,528.84	281.57	1,247.27	442.97%
KCU	4,000.00	0.00	4,000.00	100.0%
Total Big Wheel Exp	6,372.01	488.65	5,883.36	1,204.0%
Camp - Academy Exp				
Coaches	2,000.00	0.00	2,000.00	100.0%
Total Camp - Academy Exp	2,000.00	0.00	2,000.00	100.0%
Camp - Goal Keeper Exp				
Coaches	1,000.00	0.00	1,000.00	100.0%
Total Camp - GoalKeeper Exp	1,000.00	0.00	1,000.00	100.0%
Camp - Select Team Exp				
Coaches	24,208.33	20,000.00	4,208.33	21.04%
Equipment	1,030.43	0.00	1,030.43	100.0%
Total Camp - Select Team Exp	25,238.76	20,000.00	5,238.76	26.19%
Camp - Skill Master Exp				
Coaches	3,565.00	1,000.00	2,565.00	256.5%
Equipment	320.00	0.00	320.00	100.0%
League One	254.40	62.87	191.53	304.65%
Total Camp - Skill Master Exp	4,139.40	1,062.87	3,076.53	289.46%
Camp - Soccer School Exp				
Coaches	605.00	3,720.00	-3,115.00	-83.74%
Equipment	957.56	0.00	957.56	100.0%
League One	106.43	19.68	86.75	440.8%
Shirts	348.25	0.00	348.25	100.0%
Total Camp - Soccer School Exp	2,017.24	3,739.68	-1,722.44	-46.06%
Camp - UWM Elite Exp				
Coaches	8,900.00	6,201.00	2,699.00	43.53%
League One	634.93	0.00	634.93	100.0%
T-Shirts	510.42	0.00	510.42	100.0%
Total Camp - UWM Elite Exp	10,045.35	6,201.00	3,844.35	62.0%
Club General Expense				
Admin Add/Taxes	508.23	0.00	508.23	100.0%
Admin Equipment	0.00	352.74	-352.74	-100.0%
Admin Wages	2,828.69	1,496.91	1,331.78	88.97%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
BC Trainer	0.00	28,800.00	-28,800.00	-100.0%
BC Trainer - Housing	0.00	2,600.00	-2,600.00	-100.0%
BC Trainer Gifts	0.00	113.34	-113.34	-100.0%
DOC Add/Taxes	7,253.01	0.00	7,253.01	100.0%
DOC Apparel	425.25	3,255.31	-2,830.06	-86.94%
DOC Development	95.00	0.00	95.00	100.0%
DOC Equipment	1,166.65	0.00	1,166.65	100.0%
DOC Wages	40,727.49	0.00	40,727.49	100.0%
Financial	293.53	234.99	58.54	24.91%
Gym rental	0.00	120.00	-120.00	-100.0%
Insurance - Work Comp	730.00	0.00	730.00	100.0%
Marketing	400.00	0.00	400.00	100.0%
Meetings	972.81	96.21	876.60	911.13%
Office supplies	266.61	0.00	266.61	100.0%
Phone	1,680.08	300.00	1,380.08	460.03%
Promotional Materials	318.00	0.00	318.00	100.0%
Recognition Gifts	300.00	0.00	300.00	100.0%
Shirts	2,882.78	3,107.47	-224.69	-7.23%
Trainer	4,077.15	0.00	4,077.15	100.0%
Website	1,095.00	1,890.00	-795.00	-42.06%
Total Club General Expense	66,020.28	42,366.97	23,653.31	55.83%
Depreciation Expense	7,777.24	0.00	7,777.24	100.0%
Fundraising Exp				
Scholarships	1,072.00	0.00	1,072.00	100.0%
Soccer Ball Exp	2,292.00	0.00	2,292.00	100.0%
Total Fundraising Exp	3,364.00	0.00	3,364.00	100.0%
Rec League Exp				
Field Fees	10,830.00	9,400.00	1,430.00	15.21%
Meetings	0.00	115.25	-115.25	-100.0%
Referees				
Supplies	243.00	0.00	243.00	100.0%
Referees - Other	11,058.00	9,264.00	1,794.00	19.37%
Total Referees	11,301.00	9,264.00	2,037.00	21.99%
Shirts	4,583.20	5,082.40	-499.20	-9.82%
Team Equipment	2,054.00	2,976.60	-922.60	-31.0%
Total Rec League Exp	28,768.20	26,838.25	1,929.95	7.19%
Select League Exp				
Coach License Reimbursement	225.00	425.00	-200.00	-47.06%
Equipment	2,181.00	0.00	2,181.00	100.0%
Field Fees	3,060.00	2,655.00	405.00	15.25%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Field Lighting	4,643.21	0.00	4,643.21	100.0%
Referee Training	250.00	31.50	218.50	693.65%
Shirts	3,943.00	0.00	3,943.00	100.0%
Tournament Registrations	495.00	0.00	495.00	100.0%
Tryouts				
Food	271.98	161.88	110.10	68.01%
League One	489.06	503.07	-14.01	-2.79%
Shirts	0.00	835.28	-835.28	-100.0%
Total Tryouts	761.04	1,500.23	-739.19	-49.27%
WYSA club fees	75.00	75.00	0.00	0.0%
WYSA player fees	4,177.00	7,708.25	-3,531.25	-45.81%
WYSA team registrations	4,475.00	0.00	4,475.00	100.0%
Total Select League Exp	24,285.25	12,394.98	11,890.27	95.93%
Tournament - Rec Exp				
Bust up Dinner	176.63	165.65	10.98	6.63%
Concessions	2,537.00	2,012.44	524.56	26.07%
Garbage Removal	0.00	72.00	-72.00	-100.0%
Golf Cart	0.00	40.00	-40.00	-100.0%
Portable Toilets	199.50	0.00	199.50	100.0%
Referees	3,219.00	3,334.00	-115.00	-3.45%
Tents	335.00	265.00	70.00	26.42%
Trophies	3,393.12	3,292.95	100.17	3.04%
Total Tournament - Rec Exp	9,860.25	9,182.04	678.21	7.39%
Tournament - Select Fall Exp				
WYSA	500.00	0.00	500.00	100.0%
Total Tournament - Select Fall Exp	500.00	0.00	500.00	100.0%
Tournament - Select Spring Exp				
Admin	297.60	500.00	-202.40	-40.48%
Awards	2,163.83	0.00	2,163.83	100.0%
Concessions	2,275.65	0.00	2,275.65	100.0%
Portable toilets	259.50	0.00	259.50	100.0%
Referees	9,750.00	25.00	9,725.00	38,900.0%
Tents	630.00	0.00	630.00	100.0%
WYSA	1,910.00	0.00	1,910.00	100.0%
Total Tournament - Select Spring Exp	17,286.58	525.00	16,761.58	3,192.88%
Total Expense	220,874.95	127,968.50	92,906.45	72.6%
Net Ordinary Income	15,263.57	1,305.16	13,958.41	1,069.48%

Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Net Income	15,263.57	1,305.16	13,958.41	1,069.48%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Ordinary Income/Expense				
Income				
Academy				
BW Drop in	0.00	178.05	-178.05	-100.0%
Player registrations	24,363.84	20,046.25	4,317.59	21.54%
Scholarships	875.00	0.00	875.00	100.0%
Total Academy	25,238.84	20,224.30	5,014.54	24.8%
Big Wheel				
Clinics	1,487.00	2,600.00	-1,113.00	-42.81%
Practice	3,283.00	2,850.00	433.00	15.19%
Session 1	3,270.00	1,985.00	1,285.00	64.74%
Session 2	18,221.25	7,986.00	10,235.25	128.17%
Sponsorships	0.00	668.00	-668.00	-100.0%
Vending Machine	477.97	364.57	113.40	31.11%
Total Big Wheel	26,739.22	16,453.57	10,285.65	62.51%
Camp - Goal Keeper	0.00	940.00	-940.00	-100.0%
Camp - Skill Master	0.00	5,115.00	-5,115.00	-100.0%
Camp - Soccer School	0.00	2,580.00	-2,580.00	-100.0%
Camp - STARS	5,284.73	0.00	5,284.73	100.0%
Camp - STARS (ELK)	1,667.36	0.00	1,667.36	100.0%
Camp - UWM Elite	19,522.24	18,310.00	1,212.24	6.62%
Club General				
CC Cash Back Rewards	239.90	299.90	-60.00	-20.01%
Donations	1,000.00	585.66	414.34	70.75%
Reconcile with WF checking	-460.00	113.52	-563.52	-496.41%
Club General - Other	0.00	160.00	-160.00	-100.0%
Total Club General	789.90	1,159.08	-369.18	-31.85%
Fundraising				
Donations - Misc	392.50	100.00	292.50	292.5%
Soccer Ball	4,728.13	6,183.00	-1,454.87	-23.53%
Total Fundraising	5,120.63	6,283.00	-1,162.37	-18.5%
Interest	213.46	343.78	-130.33	-37.91%
Rec League				
Registration Fees	40,156.00	42,815.00	-2,659.00	-6.21%
Sponsorships	5,000.00	5,000.00	0.00	0.0%
Total Rec League	45,156.00	47,815.00	-2,659.00	-5.56%
Select League				
Referee Class Registrations	360.00	300.00	60.00	20.0%
Scholarships	2,937.50	0.00	2,937.50	100.0%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Team Registrations	105,708.41	53,978.02	51,730.39	95.84%
Tournament Registrations	0.00	495.00	-495.00	-100.0%
Tryouts	6,883.33	5,440.00	1,443.33	26.53%
Total Select League	115,889.24	60,213.02	55,676.22	92.47%
Tournament - Rec				
Advertising	0.00	400.00	-400.00	-100.0%
Concessions				
Concession Stand	5,724.87	3,461.77	2,273.10	65.85%
Donut Man	275.00	0.00	275.00	100.0%
Ice Cone Man	0.00	50.00	-50.00	-100.0%
Total Concessions	5,999.87	3,501.77	2,498.10	71.34%
Donations				
Elks Shoot - KCU	0.00	500.00	-500.00	-100.0%
Donations - Other	100.00	0.00	100.00	100.0%
Total Donations	100.00	500.00	-400.00	-80.0%
Shirts	701.00	0.00	701.00	100.0%
Sponsorships	600.00	0.00	600.00	100.0%
Team Registrations	7,103.00	7,750.00	-647.00	-8.35%
Total Tournament - Rec	14,503.87	12,151.77	2,352.10	19.36%
Tournament - Select Spring				
Concessions	6,931.75	7,215.00	-283.25	-3.93%
Donations	325.00	0.00	325.00	100.0%
Donut Man	465.00	400.00	55.00	13.75%
Misc	0.00	80.00	-80.00	-100.0%
Shirts	530.00	0.00	530.00	100.0%
Sponsorships	660.00	500.00	150.00	30.0%
Team registrations	32,975.00	35,505.00	-2,530.00	-7.13%
Top Tier	0.00	750.00	-750.00	-100.0%
Volunteer Hours	0.00	100.00	-100.00	-100.0%
Total Tournament - Select Spring	41,866.75	44,550.00	-2,683.25	-6.02%
Total Income	301,992.23	236,138.52	65,853.71	27.89%
Expense				
Academy Exp				
Coach shirts	140.00	0.00	140.00	100.0%
Equipment	390.00	1,103.20	-713.20	-64.65%
Field Fees	870.00	945.00	-75.00	-7.94%
League One	922.86	489.69	433.17	88.46%
Referees	814.00	965.00	-151.00	-15.65%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Tournaments	1,500.00	3,805.00	-2,305.00	-60.58%
Uniforms	3,097.50	3,090.00	7.50	0.24%
WYSA - Team Registrations	0.00	1,400.00	-1,400.00	-100.0%
WYSA Player Fees	247.25	402.50	-155.25	-38.57%
Total Academy Exp	7,981.61	12,200.39	-4,218.78	-34.58%
Big Wheel Exp				
Advertising	0.00	249.12	-249.12	-100.0%
Equipment	1,427.26	594.05	833.21	140.26%
Improvements	1,246.57	1,528.84	-282.27	-18.46%
KCU	11,000.00	4,000.00	7,000.00	175.0%
Permit	500.00	0.00	500.00	100.0%
Referees	4,710.00	0.00	4,710.00	100.0%
Supervisor	705.00	0.00	705.00	100.0%
Total Big Wheel Exp	19,588.83	6,372.01	13,216.82	207.42%
Camp - Academy Exp				
Coaches	0.00	2,000.00	-2,000.00	-100.0%
Total Camp - Academy Exp	0.00	2,000.00	-2,000.00	-100.0%
Camp - Goal Keeper Exp				
Coaches	0.00	1,000.00	-1,000.00	-100.0%
Total Camp - GoalKeeper Exp	0.00	1,000.00	-1,000.00	-100.0%
Camp - Select Team Exp				
Coaches	9,300.00	24,208.33	-14,908.33	-61.58%
Equipment	3,199.40	1,030.43	2,168.97	210.49%
Total Camp - Select Team Exp	12,499.40	25,238.76	-12,739.36	-50.48%
Camp - Skill Master Exp				
Coaches	0.00	3,565.00	-3,565.00	-100.0%
Equipment	0.00	320.00	-320.00	-100.0%
League One	0.00	254.40	-254.40	-100.0%
Total Camp - Skill Master Exp	0.00	4,139.40	-4,139.40	-100.0%
Camp - Soccer School Exp				
Coaches	0.00	605.00	-605.00	-100.0%
Equipment	0.00	957.56	-957.56	-100.0%
League One	0.00	106.43	-106.43	-100.0%
Shirts	0.00	348.25	-348.25	-100.0%
Total Camp - Soccer School Exp	0.00	2,017.24	-2,017.24	-100.0%
Camp - STARS (ELK) Exp				
Coaches	600.00	0.00	600.00	100.0%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Gift Cards	200.00	0.00	200.00	100.0%
League One	83.36	0.00	83.36	100.0%
Shirts	120.00	0.00	120.00	100.0%
Total Camp - STARS (ELK) Exp	1,003.36	0.00	1,003.36	100.0%
Camp - STARS Exp				
Coaches	1,600.00	0.00	1,600.00	100.0%
League One	234.85	0.00	234.85	100.0%
Shirts	150.00	0.00	150.00	100.0%
Total Camp - STARS Exp	1,984.85	0.00	1,984.85	100.0%
Camp - UWM Elite Exp				
Coaches	15,460.00	8,900.00	6,550.00	73.6%
League One	614.12	634.93	-20.81	-3.28%
T-Shirts	0.00	510.42	-510.42	-100.0%
Total Camp - UWM Elite Exp	16,064.12	10,045.35	6,018.77	59.92%
Club General Expense				
Admin Add/Taxes	0.00	508.23	-508.23	-100.0%
Admin Wages	10,179.91	2,828.69	7,351.22	259.88%
DOC Add/Taxes	23,489.53	7,253.01	16,236.52	223.86%
DOC Apparel	0.00	425.25	-425.25	-100.0%
DOC Development	175.00	95.00	80.00	84.21%
DOC Equipment	158.39	1,166.65	-1,008.26	-86.42%
DOC Wages	52,998.38	40,727.49	12,270.89	30.13%
Equipment - Soccer	105.03	0.00	105.03	100.0%
Financial	327.81	293.53	34.28	11.68%
Insurance - Work Comp	2,885.00	730.00	2,155.00	295.21%
Marketing	0.00	400.00	-400.00	-100.0%
Meetings	665.40	972.81	-307.41	-31.6%
Office supplies	232.21	266.61	-34.40	-12.9%
Phone	1,072.02	1,680.08	-608.06	-36.19%
Promotional Materials	2,256.25	318.00	1,938.25	609.51%
Recognition Gifts	0.00	300.00	-300.00	-100.0%
Shirts	2,033.83	2,882.78	-848.95	-29.45%
Trainer	19,809.10	4,077.15	15,731.95	385.86%
Website	1,095.00	1,095.00	0.00	0.0%
Total Club General Expense	117,482.86	66,020.28	51,462.58	77.95%
Depreciation Expense	7,777.24	7,777.24	0.00	0.0%
Fundraising Exp				
Scholarships	3,812.50	1,072.00	2,740.50	255.64%
Soccer Ball Exp	2,254.33	2,292.00	-37.67	-1.64%
Total Fundraising Exp	6,066.83	3,364.00	2,702.83	80.35%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Rec League Exp				
Field Fees	10,995.00	10,830.00	165.00	1.52%
Referees				
Supplies	81.00	243.00	-162.00	-66.67%
Referees - Other	9,732.00	11,058.00	-1,326.00	-11.99%
Total Referees	9,813.00	11,301.00	-1,488.00	-13.17%
Shirts	4,536.50	4,583.20	-46.70	-1.02%
Team Equipment	3,221.80	2,054.00	1,167.80	56.86%
Total Rec League Exp	28,566.30	28,768.20	-201.90	-0.7%
Referee Reimbursement	40.00	0.00	40.00	100.0%
Select League Exp				
Admin	22.54	0.00	22.54	100.0%
Coach License Reimbursement	37.00	225.00	-188.00	-83.56%
Equipment	4,931.37	2,181.00	2,750.37	126.11%
Field Fees	3,487.50	3,060.00	427.50	13.97%
Field Lighting	8,172.14	4,643.21	3,528.93	76.0%
League One	618.88	0.00	618.88	100.0%
Referee Training	304.00	250.00	54.00	21.6%
Referees	232.00	0.00	232.00	100.0%
Shirts	5,580.50	3,943.00	1,637.50	41.53%
Tournament Registrations	0.00	495.00	-495.00	-100.0%
Tryouts				
Food	366.52	271.98	94.54	34.76%
League One	543.40	489.06	54.34	11.11%
Total Tryouts	909.92	761.04	148.88	19.56%
WYSA club fees	75.00	75.00	0.00	0.0%
WYSA player fees	5,888.00	4,177.00	1,711.00	40.96%
WYSA team registrations	4,650.00	4,475.00	175.00	3.91%
Total Select League Exp	34,908.85	24,285.25	10,623.60	43.75%
Tournament - Rec Exp				
Admin	36.64	0.00	36.64	100.0%
Bust up Dinner	167.71	176.63	-8.92	-5.05%
Concessions	2,440.56	2,537.00	-96.44	-3.8%
Garbage Removal	73.50	0.00	73.50	100.0%
Portable Toilets	42.50	199.50	-157.00	-78.7%
Referees	2,469.00	3,219.00	-760.00	-23.61%
Tents	340.00	335.00	5.00	1.49%
Trophies	2,182.87	3,393.12	-1,210.25	-35.67%
Total Tournament - Rec Exp	7,742.78	9,860.25	-2,117.47	-21.48%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	<u>Jan - Dec 16</u>	<u>Jan - Dec 15</u>	<u>\$ Change</u>	<u>% Change</u>
Tournament - Select Fall Exp				
WYSA	0.00	500.00	-500.00	-100.0%
Total Tournament - Select Fall Exp	<u>0.00</u>	<u>500.00</u>	<u>-500.00</u>	<u>-100.0%</u>
Tournament - Select Spring Exp				
Admin	1,372.00	297.60	1,074.40	361.02%
Awards	1,730.29	2,163.83	-433.54	-20.04%
Banners	142.33	0.00	142.33	100.0%
Concessions	1,981.31	2,275.65	-294.34	-12.93%
Garbage Removal	73.50	0.00	73.50	100.0%
Portable toilets	308.50	259.50	49.00	18.88%
Referees	8,662.00	9,750.00	-1,088.00	-11.16%
Tents	625.00	630.00	-5.00	-0.79%
WYSA	1,240.00	1,910.00	-670.00	-35.08%
Total Tournament - Select Spring Exp	<u>16,134.93</u>	<u>17,286.58</u>	<u>-1,151.65</u>	<u>-6.66%</u>
Total Expense	<u>277,841.96</u>	<u>220,874.95</u>	<u>56,967.01</u>	<u>25.79%</u>
Net Ordinary Income	<u>24,150.27</u>	<u>15,263.57</u>	<u>8,886.70</u>	<u>58.22%</u>
Net Income	<u>24,150.27</u>	<u>15,263.57</u>	<u>8,886.70</u>	<u>58.22%</u>

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Ordinary Income/Expense				
Income				
Academy				
Player registrations	34,565.18	24,363.84	10,201.34	41.87%
Scholarships	925.00	875.00	50.00	5.71%
Total Academy	35,490.18	25,238.84	10,251.34	40.62%
Big Wheel				
Clinics	1,686.80	1,487.00	199.80	13.44%
Practice	6,024.00	3,283.00	2,741.00	83.49%
Session 1	6,429.00	3,270.00	3,159.00	96.61%
Session 2	13,496.00	18,221.25	-4,725.25	-25.93%
Vending Machine	496.26	477.97	18.29	3.83%
Total Big Wheel	28,132.06	26,739.22	1,392.84	5.21%
Camp - Finishing/Stryker	1,442.00	0.00	1,442.00	100.0%
Camp - Goal Keeper	751.50	0.00	751.50	100.0%
Camp - STARS				
Scholarship	50.00	0.00	50.00	100.0%
Camp - STARS - Other	5,143.56	5,284.73	-141.17	-2.67%
Total Camp - STARS	5,193.56	5,284.73	-91.17	-1.73%
Camp - STARS (ELK)	0.00	1,667.36	-1,667.36	-100.0%
Camp - UWM Elite	17,890.22	19,522.24	-1,632.02	-8.36%
Clinic - GK/Finishing Fall	1,875.00	0.00	1,875.00	100.0%
Club General				
CC Cash Back Rewards	550.09	239.90	310.19	129.3%
Donations	100.00	1,000.00	-900.00	-90.0%
Reconcile with WF checking	441.97	-450.00	891.97	198.22%
Sponsorships	500.00	0.00	500.00	100.0%
Total Club General	1,592.06	789.90	802.16	101.55%
Fundraising				
Donations - Misc	280.00	392.50	-112.50	-28.66%
Soccer Ball	9,203.03	4,728.13	4,474.90	94.64%
Wave Game	290.00	0.00	290.00	100.0%
Total Fundraising	9,773.03	5,120.63	4,652.40	90.86%
Interest	315.38	213.45	101.93	47.75%
JR STARS				
Player Registrations	2,549.32	0.00	2,549.32	100.0%
Total JR STARS	2,549.32	0.00	2,549.32	100.0%
Rec League				

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Registration Fees	46,933.02	40,156.00	6,777.02	16.88%
Scholarships	40.00	0.00	40.00	100.0%
Sponsorships	5,000.00	5,000.00	0.00	0.0%
Total Rec League	51,973.02	45,156.00	6,817.02	15.1%
Select League				
Referee Class Registrations	1,220.00	360.00	860.00	238.89%
Scholarships	4,347.60	2,937.50	1,410.10	48.0%
Team Registrations	102,584.04	105,708.41	-3,124.37	-2.96%
Tryouts	7,714.23	6,883.33	830.90	12.07%
Total Select League	115,865.87	115,889.24	-23.37	-0.02%
Tournament - Rec				
Concessions				
Concession Stand	4,329.55	5,724.87	-1,395.32	-24.37%
Donut Man	309.00	275.00	34.00	12.36%
Total Concessions	4,638.55	5,999.87	-1,361.32	-22.69%
Donations	0.00	100.00	-100.00	-100.0%
Shirts	0.00	701.00	-701.00	-100.0%
Sponsorships	1,550.00	600.00	950.00	158.33%
Team Registrations	5,955.00	7,103.00	-1,148.00	-16.16%
Total Tournament - Rec	12,143.55	14,503.87	-2,360.32	-16.27%
Tournament - Select Spring				
Concessions	9,783.75	6,931.75	2,852.00	41.14%
Donations	0.00	325.00	-325.00	-100.0%
Donut Man	483.50	455.00	28.50	6.26%
Misc	95.58	0.00	95.58	100.0%
Parking	7,771.00	0.00	7,771.00	100.0%
Shirts	700.00	530.00	170.00	32.08%
Sponsorships	1,700.00	650.00	1,050.00	161.54%
Team registrations	44,609.00	32,975.00	11,634.00	35.28%
Total Tournament - Select Spring	65,142.83	41,866.75	23,276.08	55.6%
Total Income	350,129.58	301,992.23	48,137.35	15.94%
Expense				
Academy Exp				
Coach Education	400.00	0.00	400.00	100.0%
Coach shirts	0.00	140.00	-140.00	-100.0%
Equipment	1,188.44	390.00	798.44	204.73%
Field Fees	1,185.00	870.00	315.00	36.21%
League One	1,083.82	922.86	160.96	17.44%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Referees	979.00	814.00	165.00	20.27%
Tournaments	0.00	1,500.00	-1,500.00	-100.0%
Uniforms	6,552.40	3,097.50	3,454.90	111.54%
WYSA - Team Registrations	2,500.00	0.00	2,500.00	100.0%
WYSA Player Fees	454.25	247.25	207.00	83.72%
Total Academy Exp	14,342.91	7,981.61	6,361.30	79.7%
Big Wheel Exp				
Advertising	244.90	0.00	244.90	100.0%
Equipment	2,803.36	1,427.26	1,376.10	96.42%
Improvements	9,088.35	1,246.57	7,841.78	629.07%
KCU	7,500.00	11,000.00	-3,500.00	-31.82%
League One	30.80	0.00	30.80	100.0%
Permit	0.00	500.00	-500.00	-100.0%
Referees	5,603.00	4,710.00	893.00	18.96%
Supervisor	1,295.00	705.00	590.00	83.69%
Total Big Wheel Exp	26,565.41	19,588.83	6,976.58	35.62%
Camp - Academy Exp				
Coaches	600.27	0.00	600.27	100.0%
Total Camp - Academy Exp	600.27	0.00	600.27	100.0%
Camp - Finishing/Stryker Exp				
Coaches	600.00	0.00	600.00	100.0%
League One	56.00	0.00	56.00	100.0%
Total Camp - Finishing/Stryker Exp	656.00	0.00	656.00	100.0%
Camp - Goal Keeper Exp				
Coaches	1,200.00	0.00	1,200.00	100.0%
League One	31.50	0.00	31.50	100.0%
Total Camp - GoalKeeper Exp	1,231.50	0.00	1,231.50	100.0%
Camp - Select Team Exp				
Coaches	6,728.98	9,300.00	-2,571.02	-27.65%
Equipment	1,031.27	3,199.40	-2,168.13	-67.77%
Total Camp - Select Team Exp	7,760.25	12,499.40	-4,739.15	-37.92%
Camp - STARS (ELK) Exp				
Coaches	1,176.32	600.00	576.32	96.05%
Gift Cards	0.00	200.00	-200.00	-100.0%
League One	0.00	83.36	-83.36	-100.0%
Shirts	0.00	120.00	-120.00	-100.0%
Total Camp - STARS (ELK) Exp	1,176.32	1,003.36	172.96	17.24%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Camp - STARS Exp				
Coaches	1,955.30	1,600.00	355.30	22.21%
League One	242.26	234.85	7.41	3.16%
Shirts	0.00	150.00	-150.00	-100.0%
Tags	865.92	0.00	865.92	100.0%
Total Camp - STARS Exp	3,063.48	1,984.85	1,078.63	54.34%
Camp - UWM Elite Exp				
Coaches	16,120.00	15,450.00	670.00	4.34%
Equipment	234.70	0.00	234.70	100.0%
League One	684.47	614.12	70.35	11.46%
T-Shirts	667.59	0.00	667.59	100.0%
Total Camp - UWM Elite Exp	17,706.76	16,064.12	1,642.64	10.23%
Clinic - GK/Finishing Fall Exp				
Coaches	881.75	0.00	881.75	100.0%
League One	84.84	0.00	84.84	100.0%
Total Clinic - GK/Finishing Fall Exp	966.59	0.00	966.59	100.0%
Club General Expense				
Admin Equipment	410.25	0.00	410.25	100.0%
Admin Wages	12,596.59	10,179.91	2,416.68	23.74%
DOC Add/Taxes	37,782.92	23,489.53	14,293.39	60.95%
DOC Development	1,800.00	175.00	1,625.00	928.57%
DOC Equipment	0.00	158.39	-158.39	-100.0%
DOC Wages	57,970.27	52,998.38	4,971.89	9.38%
Equipment - Soccer	3,380.00	105.03	3,274.97	3,118.13%
Financial	737.30	327.81	409.49	124.92%
Insurance - Work Comp	3,834.00	2,885.00	949.00	32.89%
Meetings	1,022.07	665.40	356.67	53.6%
Office supplies	175.35	232.21	-56.86	-24.49%
Phone	1,338.74	1,072.02	266.72	24.88%
Promotional Materials	0.00	2,256.25	-2,256.25	-100.0%
Shirts	387.82	2,033.83	-1,646.01	-80.93%
Trainer	23,388.09	19,809.10	3,578.99	18.07%
Website	1,385.41	1,095.00	290.41	26.52%
Total Club General Expense	146,208.81	117,482.86	28,725.95	24.46%
Depreciation Expense	7,777.24	7,777.24	0.00	0.0%
Fundraising Exp				
Scholarships	5,362.60	3,812.50	1,550.10	40.66%
Soccer Ball Exp	1,516.50	2,254.33	-737.83	-32.73%
Total Fundraising Exp	6,879.10	6,066.83	812.27	13.39%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
JR STARS (Exp)				
Equipment	1,077.09	0.00	1,077.09	100.0%
League One	114.47	0.00	114.47	100.0%
Shirts	892.50	0.00	892.50	100.0%
Total JR STARS (Exp)	2,084.06	0.00	2,084.06	100.0%
Rec League Exp				
Banners	303.08	0.00	303.08	100.0%
Field Fees	9,972.50	10,995.00	-1,022.50	-9.3%
League One	2,142.03	0.00	2,142.03	100.0%
Referee License Reimbursement	280.00	0.00	280.00	100.0%
Referees				
Supplies	204.00	81.00	123.00	151.85%
Referees - Other	8,659.00	9,732.00	-1,073.00	-11.03%
Total Referees	8,863.00	9,813.00	-950.00	-9.68%
Restrooms	255.00	0.00	255.00	100.0%
Shirts	4,166.65	4,536.50	-369.85	-8.15%
SportsForms	1,326.00	0.00	1,326.00	100.0%
Team Equipment	3,762.00	3,221.80	540.20	16.77%
WYSA player fees	4,681.25	0.00	4,681.25	100.0%
Total Rec League Exp	35,751.51	28,566.30	7,185.21	25.15%
Referee Reimbursement	0.00	40.00	-40.00	-100.0%
Select League Exp				
Admin	0.00	22.54	-22.54	-100.0%
Banners	86.23	0.00	86.23	100.0%
Coach License Reimbursement	3,475.00	37.00	3,438.00	9,291.89%
Coaches	11,288.40	0.00	11,288.40	100.0%
Equipment	539.81	4,931.37	-4,391.56	-89.05%
Field Fees	3,332.50	3,487.50	-155.00	-4.44%
Field Lighting	4,722.01	8,172.14	-3,450.13	-42.22%
League One	2,626.14	618.88	2,007.26	324.34%
Referee Training	620.00	304.00	316.00	103.95%
Referees	1,142.65	232.00	910.65	392.52%
Shirts	2,830.00	5,580.50	-2,750.50	-49.29%
Tryouts				
Food	230.86	366.52	-135.66	-37.01%
League One	550.70	543.40	7.30	1.34%
Shirts	5,678.20	0.00	5,678.20	100.0%
Supplies	105.34	0.00	105.34	100.0%
Total Tryouts	6,565.10	909.92	5,655.18	621.5%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
WYSA club fees	-62.00	75.00	-137.00	-182.67%
WYSA player fees	6,509.25	5,888.00	621.25	10.55%
WYSA team registrations	6,050.00	4,650.00	1,400.00	30.11%
Total Select League Exp	49,725.09	34,908.85	14,816.24	42.44%
Tournament - Rec Exp				
Admin	141.33	36.64	104.69	285.73%
Banners	665.85	0.00	665.85	100.0%
Bust up Dinner	0.00	167.71	-167.71	-100.0%
Concessions	1,563.67	2,440.56	-876.89	-35.93%
Garbage Removal	75.50	73.50	2.00	2.72%
Portable Toilets	0.00	42.50	-42.50	-100.0%
Referees	2,084.00	2,459.00	-375.00	-15.25%
Tents	390.00	340.00	50.00	14.71%
Trophies	1,344.44	2,182.87	-838.43	-38.41%
Total Tournament - Rec Exp	6,264.79	7,742.78	-1,477.99	-19.09%
Tournament - Select Spring Exp				
Admin	2,683.67	1,372.00	1,311.67	95.6%
Awards	3,844.14	1,730.29	2,113.85	122.17%
Banners	476.44	142.33	334.11	234.74%
Concessions	2,810.43	1,981.31	829.12	41.85%
Garbage Removal	75.50	73.50	2.00	2.72%
Portable toilets	205.00	308.50	-103.50	-33.55%
Referees	14,388.95	8,662.00	5,726.95	66.12%
Tents	707.00	625.00	82.00	13.12%
WYSA	1,440.00	1,240.00	200.00	16.13%
Total Tournament - Select Spring Exp	26,631.13	16,134.93	10,496.20	65.05%
Total Expense	355,391.22	277,841.96	77,549.26	27.91%
Net Ordinary Income	-5,261.64	24,150.27	-29,411.91	-121.79%
Net Income	-5,261.64	24,150.27	-29,411.91	-121.79%

APPENDIX B

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04/16/18
Accrual Basis

Lakeshore United FC Balance Sheet Prev Year Comparison As of December 31, 2015

	Dec 31, 15	Dec 31, 14	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CDs				
KCU 010 - 4/15 .05%	17,881.96	17,873.02	8.94	0.05%
KCU 820 - 6/16/17 .35%	19,489.13	19,421.06	68.07	0.35%
WF - 3260 - 2/22/17 .01%/6mo	28,252.10	28,210.80	41.30	0.15%
WI B&T 487 - 12/8/17 .8%/3yr	16,394.59	16,264.83	129.76	0.8%
WI B&T 612 - 8/17/17 .35%/6mo	21,561.81	21,466.79	95.02	0.44%
Total CDs	103,579.59	103,236.50	343.09	0.33%
Checking-KCU (Club Fundraising)	300.00	300.00	0.00	0.0%
Checking - LUFC	14,182.11	17,087.38	-2,905.27	-17.0%
Savings - WF .03%	2,305.33	2,304.64	0.69	0.03%
Total Checking/Savings	120,367.03	122,928.52	-2,561.49	-2.08%
Total Current Assets	120,367.03	122,928.52	-2,561.49	-2.08%
Fixed Assets				
Equipment - Major Asset				
Banners				
Accumulated Depreciation	-248.70	0.00	-248.70	-100.0%
Cost	746.10	0.00	746.10	100.0%
Total Banners	497.40	0.00	497.40	100.0%
Floor - Futsal				
Accumulated Depreciation	-5,799.07	0.00	-5,799.07	-100.0%
Cost	40,593.50	20,000.00	20,593.50	102.97%
Total Floor - Futsal	34,794.43	20,000.00	14,794.43	73.97%
Goals - Futsal				
Accumulated Depreciation	-308.57	0.00	-308.57	-100.0%
Cost	2,160.00	2,160.00	0.00	0.0%
Total Goals - Futsal	1,851.43	2,160.00	-308.57	-14.29%
Tents				
Accumulated Depreciation	-1,420.90	0.00	-1,420.90	-100.0%
Cost	4,262.70	0.00	4,262.70	100.0%
Total Tents	2,841.80	0.00	2,841.80	100.0%
Total Equipment - Major Asset	39,985.06	22,160.00	17,825.06	80.44%
Total Fixed Assets	39,985.06	22,160.00	17,825.06	80.44%

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04/16/18
Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2015

	<u>Dec 31, 15</u>	<u>Dec 31, 14</u>	<u>\$ Change</u>	<u>% Change</u>
TOTAL ASSETS	<u>160,352.09</u>	<u>145,088.52</u>	<u>15,263.57</u>	<u>10.52%</u>
LIABILITIES & EQUITY				
Equity				
Opening Balance Equity	143,783.36	143,783.36	0.00	0.0%
Unrestricted Net Assets	1,305.16	0.00	1,305.16	100.0%
Net Income	<u>15,263.57</u>	<u>1,305.16</u>	<u>13,958.41</u>	<u>1,069.48%</u>
Total Equity	<u>160,352.09</u>	<u>145,088.52</u>	<u>15,263.57</u>	<u>10.52%</u>
TOTAL LIABILITIES & EQUITY	<u>160,352.09</u>	<u>145,088.52</u>	<u>15,263.57</u>	<u>10.52%</u>

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04/16/18
Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2016

	Dec 31, 16	Dec 31, 15	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CDs				
KCU 010 - 4/15 .05%	0.00	17,881.96	-17,881.96	-100.0%
KCU 820 - 6/16/17 .35%	19,489.13	19,489.13	0.00	0.0%
WF - 3260 - 2/22/17 .01%/6mo	28,271.94	28,252.10	19.84	0.07%
WI B&T 487 - 12/8/17 .8%/3yr	16,525.77	16,394.59	131.18	0.8%
WI B&T 612 - 8/17/17 .35%/6mo	21,623.05	21,561.81	61.24	0.28%
Total CDs	85,909.89	103,579.59	-17,669.70	-17.06%
Checking-KCU (Club Fundraising)	100.00	300.00	-200.00	-66.67%
Checking - LUFC	63,978.63	14,182.11	49,796.52	351.12%
Savings - WF .03%	2,306.02	2,305.33	0.69	0.03%
Total Checking/Savings	152,294.54	120,367.03	31,927.51	26.53%
Total Current Assets	152,294.54	120,367.03	31,927.51	26.53%
Fixed Assets				
Equipment - Major Asset				
Banners				
Accumulated Depreciation	-497.40	-248.70	-248.70	-100.0%
Cost	746.10	746.10	0.00	0.0%
Total Banners	248.70	497.40	-248.70	-50.0%
Floor - Futsal				
Accumulated Depreciation	-11,598.14	-5,799.07	-5,799.07	-100.0%
Cost	40,593.50	40,593.50	0.00	0.0%
Total Floor - Futsal	28,995.36	34,794.43	-5,799.07	-16.67%
Goals - Futsal				
Accumulated Depreciation	-617.14	-308.57	-308.57	-100.0%
Cost	2,160.00	2,160.00	0.00	0.0%
Total Goals - Futsal	1,542.86	1,851.43	-308.57	-16.67%
Tents				
Accumulated Depreciation	-2,841.80	-1,420.90	-1,420.90	-100.0%
Cost	4,262.70	4,262.70	0.00	0.0%
Total Tents	1,420.90	2,841.80	-1,420.90	-50.0%
Total Equipment - Major Asset	32,207.82	39,885.06	-7,777.24	-19.46%
Total Fixed Assets	32,207.82	39,885.06	-7,777.24	-19.46%

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2016

	<u>Dec 31, 16</u>	<u>Dec 31, 15</u>	<u>\$ Change</u>	<u>% Change</u>
TOTAL ASSETS	<u>184,502.36</u>	<u>160,352.09</u>	<u>24,150.27</u>	<u>15.06%</u>
LIABILITIES & EQUITY				
Equity				
Opening Balance Equity	143,783.36	143,783.36	0.00	0.0%
Unrestricted Net Assets	16,568.73	1,305.16	15,263.57	1,169.48%
Net Income	<u>24,150.27</u>	<u>15,263.57</u>	<u>8,886.70</u>	<u>58.22%</u>
Total Equity	<u>184,502.36</u>	<u>160,352.09</u>	<u>24,150.27</u>	<u>15.06%</u>
TOTAL LIABILITIES & EQUITY	<u>184,502.36</u>	<u>160,352.09</u>	<u>24,150.27</u>	<u>15.06%</u>

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2017

	Dec 31, 17	Dec 31, 16	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CDs				
BankFirst 6702 - 4/10/18 1%/6mo	25,000.00	0.00	25,000.00	100.0%
KCU 6000 - 5/22/18 1.4%/11mo	50,000.00	0.00	50,000.00	100.0%
KCU 6000 - 7/18/18 1.4%/11mo	25,000.00	0.00	25,000.00	100.0%
KCU 6000 - 7/25/18 1.4%/11mo	25,000.00	0.00	25,000.00	100.0%
KCU 820 - 6/16/17 .35%	0.00	19,489.13	-19,489.13	-100.0%
WF - 3260 - 2/22/17 .01%/6mo	0.00	28,271.94	-28,271.94	-100.0%
WI B&T 487 - 12/8/17 .8%/3yr	0.00	16,525.77	-16,525.77	-100.0%
WI B&T 612 - 8/17/17 .35%/6mo	0.00	21,623.05	-21,623.05	-100.0%
Total CDs	<u>125,000.00</u>	<u>85,909.89</u>	<u>39,090.11</u>	<u>45.5%</u>
Checking-KCU (Club Fundraising)	100.00	100.00	0.00	0.0%
Checking - LUFC	27,403.42	63,978.63	-36,575.21	-57.17%
Savings - WF .03%	2,306.72	2,306.02	0.70	0.03%
Total Checking/Savings	<u>154,810.14</u>	<u>152,294.54</u>	<u>2,515.60</u>	<u>1.65%</u>
Total Current Assets	154,810.14	152,294.54	2,515.60	1.65%
Fixed Assets				
Equipment - Major Asset				
Banners				
Accumulated Depreciation	-746.10	-497.40	-248.70	-50.0%
Cost	746.10	746.10	0.00	0.0%
Total Banners	<u>0.00</u>	<u>248.70</u>	<u>-248.70</u>	<u>-100.0%</u>
Floor - Futsal				
Accumulated Depreciation	-17,397.21	-11,598.14	-5,799.07	-50.0%
Cost	40,593.50	40,593.50	0.00	0.0%
Total Floor - Futsal	<u>23,196.29</u>	<u>28,995.36</u>	<u>-5,799.07</u>	<u>-20.0%</u>
Goals - Futsal				
Accumulated Depreciation	-925.71	-617.14	-308.57	-50.0%
Cost	2,160.00	2,160.00	0.00	0.0%
Total Goals - Futsal	<u>1,234.29</u>	<u>1,542.86</u>	<u>-308.57</u>	<u>-20.0%</u>
Tents				
Accumulated Depreciation	-4,262.70	-2,841.80	-1,420.90	-50.0%
Cost	4,262.70	4,262.70	0.00	0.0%
Total Tents	<u>0.00</u>	<u>1,420.90</u>	<u>-1,420.90</u>	<u>-100.0%</u>
Total Equipment - Major Asset	24,430.58	32,207.82	-7,777.24	-24.15%

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2017

	<u>Dec 31, 17</u>	<u>Dec 31, 16</u>	<u>\$ Change</u>	<u>% Change</u>
Total Fixed Assets	<u>24,430.58</u>	<u>32,207.82</u>	<u>-7,777.24</u>	<u>-24.15%</u>
TOTAL ASSETS	<u>179,240.72</u>	<u>184,502.36</u>	<u>-5,261.64</u>	<u>-2.85%</u>
LIABILITIES & EQUITY				
Equity				
Opening Balance Equity	143,783.36	143,783.36	0.00	0.0%
Unrestricted Net Assets	40,719.00	16,568.73	24,150.27	145.76%
Net Income	<u>-5,261.64</u>	<u>24,150.27</u>	<u>-29,411.91</u>	<u>-121.79%</u>
Total Equity	<u>179,240.72</u>	<u>184,502.36</u>	<u>-5,261.64</u>	<u>-2.85%</u>
TOTAL LIABILITIES & EQUITY	<u>179,240.72</u>	<u>184,502.36</u>	<u>-5,261.64</u>	<u>-2.85%</u>

APPENDIX C

DESTINATION O'FALLON

How an Illinois City Became a Hot Spot for Recreational Tourism

ARTICLE | Feb 27, 2018

Soccer fields at the O'Fallon Family Sports Park, O'Fallon, Illinois.



Park. Photo provided by

By Walter Denton and Grant Litteken

Walter Denton, ICMA-CM, is city administrator, and Grant Litteken is assistant to the city administrator, O'Fallon, Illinois

Promoting tourism is easy for some communities. Oceans, mountains, and historic landmarks have their own natural appeal. How do local governments attract visitors without these types of attractions?

The city of O'Fallon, Illinois (a St. Louis suburb with 30,400 population), used its central location and high-quality-of-life ethic to create an economic development engine built around recreational tourism. Each year, thousands of soccer, baseball, softball, and lacrosse teams travel to O'Fallon to compete in regional and national tournaments.

The players on those teams, along with their parents and sometimes extended families, stay in O'Fallon hotels, eat in O'Fallon restaurants, and shop in O'Fallon stores. Economic impact studies estimate that families staying overnight in O'Fallon spend an average of \$136 per day, which translates into \$5.1 million in economic impact each year.

O'Fallon plans to double that total impact with the completion of "Destination O'Fallon." The city launched this in 2016, its most ambitious project to date. It is an economic development initiative that is an investment in the community and intended to spur economic growth, to support youth and families in a truly positive way, and to help the city realize its vision for a successful and prosperous community.

Destination O'Fallon included a number of projects and community-wide investments intended to make it a national destination. Two of the largest projects include a state-of-the-art, multi-sports complex in O'Fallon's existing Family Sports Park and a new multi-purpose community plaza in the heart of downtown.

Finding Funding

Proposing a progressive idea without a way to pay for it is a death sentence for any project. So, first and foremost, the city had to find a funding source for its vision.

Any effort to raise funds through property tax would surely be followed by city leaders being chased out of town. This is especially true in Illinois, which has the second highest property taxes in the country—nearly double the national average.

An increase in sales tax could cause a decrease in retail growth and would be a counterproductive economic development strategy. O'Fallon leaders knew the importance of reinvesting in the growth of the community and quickly concluded that most traditional funding sources would be prohibitive, besides one: the hotel occupancy tax.

The idea was not revolutionary, but it was bold. The city asked hotels to support a 4 percent increase in the hotel operators' occupation tax, which is a tax on overnight hotel bookings. The logic for this tax was based on the premise that the money collected would be used to promote economic development.

Economic development, in turn, would result in additional business for the hotel and lodging industry. Economic development that increases hotel use and lodging plus attracts visitors to a community is tourism.

When the foundation of this tourism rests upon parks, recreation, and sports, it is "recreational tourism." O'Fallon's local hotels recognized the potential and supported the project.

Increasing the Hotel/Motel Tax

In November 2016, councilmembers voted to increase O'Fallon's hotel occupancy tax rate from 5 percent to 9 percent to cover payment of multiple construction projects for the comprehensive plan's outline, which has the goal of attracting more visitors and businesses.

The plan was full-circle economic development, using hotel tax revenue from out-of-town visitors to fund economic development infrastructure, which results in higher use of hotels. Prior to Destination O'Fallon, hotel use in O'Fallon was approximately 163,000 room stays per year, resulting in approximately \$16.3 million revenue for hotels. The 5 percent hotel/motel tax meant \$815,000 in tax revenue for the city.

These figures are based on the average for a night's stay at \$100, before taxes and fees, an amount typical for O'Fallon hotels. By increasing the tax, the city stood to gain an additional \$652,000 in tax revenue annually. The city used this additional revenue to fund the \$9.5 million bond needed to pay for the project.

The city also budgeted and structured the finances conservatively, basing the increased revenue on only the increase of the tax rate and not on an increase in hotel room usage. Any growth in hotel usage would result in further increased revenue that would not be earmarked for retiring debt. In other words, more heads in beds means more revenue for city use.

A New Family Sports Park

The most impactful project would be in the O'Fallon Family Sports Park. The city proposed to convert its existing natural grass soccer fields into eight all-weather, state-of-the-art, multisport fields that could host soccer tournaments as well as many other sports, showcases, and events.

With an anticipated 2,000 games to be played on each of these fields every year, the city needed a playing surface that could withstand both wear and water. A natural grass field could not stand up to this level of play.

The durability of fields was also important for attracting tournaments to the area. A resilient playing surface is essential as no one wants to travel three to five hours to a tournament that might get rained out or cancelled due to weather conditions.

As with anything, higher quality costs more money. The city knew it would have to make a significant investment to ensure its place as a competitive market for large tournaments.

Early estimates for improvements to the sports park presented a budget of \$13 million and a build schedule of 16 months—a budget and timeline that nearly stopped the project dead in its tracks. City staff went back to the drawing table, and this time invited a local construction firm to reprogram the project scope, approach, and delivery system so that the project could be completed and usable in less than nine months and within the \$9.5 million budget.

An accelerated construction schedule and reduced construction costs were accomplished with unique techniques implemented by the construction firm and O'Fallon's parks and recreation staff. Reduction of the budget and schedule were accomplished by implementing a field design that minimized drainage, grading, and soil stabilization and used a cooperative purchasing program through the National Joint Powers Alliance (NJPA).

Purchasing through NJPA allowed O'Fallon to purchase the fields and LED lighting at a significant savings. The savings, estimated at approximately \$800,000, provided enough budget room not only to complete the project within budget but also to allow for an additional field to be added.

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies, while also streamlining the required purchasing process. As a national, municipal contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint-powers laws enable members to legally purchase through the organization's awarded contracts.

In addition to cooperative purchasing, the city used two traditional bid packages for restroom facilities and support infrastructure. This was done to complete the scope of the field construction in 89 days and construction of the entire complex in less than six months, which included nearly two miles of walking paths and more than 650 new parking spaces.

Most importantly, the project was completed within budget, at \$9.3 million.

On September 15, 2017, the city reopened the sports park, featuring eight synthetic, all-weather turf fields with LED lighting. Residents kicked a soccer goal instead of the traditional ribbon cutting.

The city anticipates 10 tournaments in the first year, with more than 150 teams participating in each tournament. The city is preparing to conduct an economic impact analysis of the new development, but early evaluations have estimated that the economic impact of the family sports park could double from \$5.1 million to more than \$10 million each year.

In addition to the profound economic impact and attraction of large tournaments, the new fields will be used for more than 200 local youth soccer league games and at least 300 practices by local soccer teams and clubs.

Turning Attention to the Downtown Area

Once the fields and the sports park were complete, the city turned to creating a new destination in its historic downtown.

While a good problem to have, O'Fallon's convenient location and interstate access prevent many visitors from experiencing the entire community. Downtown O'Fallon is vibrant and distinctive, but a visiting family might spend an entire weekend in O'Fallon—all within one mile of the Interstate—playing in soccer games, sleeping in a hotel, eating, and shopping, without knowing of the existence of downtown O'Fallon.

It would take something special to get them to travel off the beaten path, and visit the heart of the community.

City leaders looked at successful downtowns like Lexington, Kentucky, and Kirkwood, Missouri, and each had one distinguishable asset: a central gathering space that could host events, farmers markets, performances, and much more.

Along with the sports complex improvements, O'Fallon set out to build a downtown plaza as a central gathering spot. When complete, it will attract residents and visitors to its location, and therefore grow this part of O'Fallon into another destination.

The intent is that the plaza will provide a destination that works in unison with the sports tournaments and other already established attractions. At the time this article was written, O'Fallon was still in the design phase to navigate the challenges of building a multiuse pavilion in a downtown setting: parking, impact on nearby residents, railroad tracks, and one inconveniently located high-pressure gas main.

Despite the challenges, the city continues to press forward on improving its eclectic heart and core and expects the new plaza to be complete in 2018.

Support Pivotal to Success

No project of this magnitude can be done in a vacuum. O'Fallon was only able to complete these projects due to the great support and assistance from many individuals and organizations.

A great deal of thanks is owed to current and past mayors, current and former councilmembers, city staff, and contractors who helped make this a successful project that saved \$800,000 in project costs. All this without losing any playing time for regional and national tournaments.

Walter Denton, ICMA-CM, is city administrator, and Grant Litteken is assistant to the city administrator, O'Fallon, Illinois (wdenton@ofallon.org; glitteken@ofallon.org).

Sports spectacular

Athletic events drive visitors and tourism spending throughout the New North

Jeff Pistone knew he was onto something the first time he approached an area volleyball club with the idea of building additional courts for the Fox Valley region.

Not only were they enthusiastic, the club was willing to sign a long-term deal for practices and tournaments at the new facility – and Pistone and his partners had not yet broken ground on what is now Lake Park Sportzone, an indoor sports complex in Menasha.

“That reaction sort of solidified the business plan for us,” Pistone says. “We knew there was a need, we just didn’t know how intense it was.”

Pistone and his partner officially opened Lake Park Sportzone in February, and already they are seeing high demand for the space by area volleyball and basketball leagues and tournaments. One tournament sold out in 24 hours after it was announced it was moving to the new facility.

The upcoming fall and winter calendar is filling fast, with tournaments already booked from



From October thru April each year, players, coaches and fans can be found in gyms across Northeast Wisconsin for basketball and volleyball tournaments. A recent study found that with more floor space, the region could attract additional tournaments.

December through May. Many weekends feature multiple basketball or volleyball tournaments, each bringing between 400 and 800 people into the Fox Cities.

“It’s a recurring complaint there

aren’t enough wood floors in this region to support the tournament opportunities that are out there,” Pistone says.

Nationwide, sports-related tourism, from major events such as the Super Bowl to youth sports tournaments such as those held at Lake Park Sportzone and other facilities, represents more than \$9 billion in economic activity.

Many communities are putting together specific strategies to capture a larger share of that growing market. Northeast Wisconsin is no exception.

“The industry has grown rapidly

The 2015 PGA is expected to draw 225,000 to Kohler’s Whistling Straits in Sheboygan Aug. 10-16 — and another 500 million TV viewers worldwide. See “Dynamic Drive,” page 22.

and every community wants to put itself in a position to capture as much as possible," says Matt Ten Haken, director of sports marketing for the Fox Cities Convention & Visitors Bureau.

Northeast Wisconsin does well when it comes to tourism in general and sports tourism specifically. Direct visitor spending topped \$11 billion in Wisconsin in 2014, an increase of 5.3 percent from the previous year, according to the latest statistics released by the Wisconsin Department of Tourism. Northeast Wisconsin's share of that was \$2.4 billion.

Determining just how much of that spending is sports-related is a bit less clear. Some events are easier to tie specific dollar values to than others.

Certainly, when you think of sports and Northeast Wisconsin, the Green Bay Packers come to mind. A study from 2010 found that game day spending exceeds \$13.5 million,

"The industry has grown rapidly and every community wants to put itself in a position to capture as much as possible. There are a number of communities just like us who want a piece of that exponential growth."

— Matt Ten Haken, director of sports marketing for the Fox Cities Convention & Visitors Bureau



Brad Toll

says Brad Toll, executive director of the Green Bay Convention and Visitors Bureau.

Plus, there is the incalculable value of having the community

showcased during the broadcast of home games.





"Green Bay is a city that literally has world-wide recognition thanks to our famous sports team," Toll says.

"A winning team is also very helpful as it adds to the number of nationally televised games each year and that puts our community in front of an audience of millions on a regular basis throughout the season, something we could not do with our marketing budget."

But the economics extend well past the Packers.

The Fox Cities will host the U.S. Youth Soccer Region II Championships this month, featuring 216 of the best teams from the Midwest playing in Appleton and De Pere. [continued] »

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SPORTS TOURISM

The event is expected to draw more than 3,500 players and up to 12,000 spectators as teams from 14 states travel to Wisconsin to compete.

Regionally, that's expected to translate into more than 12,000 nights of hotel bookings and \$6.5 million in visitor spending. This is the third time since 2006 the Fox Cities have hosted the event.

Three factors have helped distinguish the Fox Cities from sites in the 14 states of Region II: quality facilities, an active and qualified volunteer base and the welcoming nature of the area, says Peter Mariahazy, director of technology and human resources at Modern Business Machines in Appleton and president of Wisconsin Youth Soccer.

"One thing we consistently hear from the teams and fans that come is how warm and welcoming the people here are," Mariahazy says. "We work

really hard to enhance the experience so teams feel it's more than a tournament, but a championship."

The Region II Championships are part of the U.S. Youth Soccer National Championship series.

Additionally, the Fox Cities region will again host the Division III College World Series and the Wisconsin high school baseball championships, while Green Bay played host to the high school girls' basketball tournament. Each brings visitors — and revenue — from outside the community.

During the course of the year, there are hundreds of youth baseball, volleyball, basketball, lacrosse, hockey and soccer tournaments of various sizes throughout the region. Throw in the marathons and hunting and fishing, and it's a big marketplace to tap into.

Ten Haken says that of the estimated \$11 million in sports-tourism spending in the Fox Cities, as much as 90 percent of it is related to youth sports and tournaments.

And there is an opportunity for more.

A study prepared for the Fox Cities CVB by the Huddle Up Group in 2014 found the area was missing out on opportunities to attract additional events to the region because of a lack of facilities, particularly hard court surfaces for basketball and volleyball.

The Green Bay area faces a similar challenge, Toll says.

"Our region could use additional facilities," Toll says. "Our dream is to someday have the old Brown County Arena and ShopKo Hall (a part of the Brown County Veterans Memorial Complex) turned into one large contiguous building that could hold these types of sporting events as well as large expositions and tradeshows."

HUG recommended a plan of action for the Fox Cities area that included using an increase in the hotelbed tax to finance the development of additional facilities. Ten Haken says the CVB is still evaluating the

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IAN F. COOPER

The Fox Cities will host the U.S. Youth Soccer Region II Championships this month. The tournament will feature more than 200 teams from the Midwest and is expected to generate \$6.5 million in visitor spending.

recommendations and hopes to have a plan to present to the communities involved later this year.

Even with the addition of Lake Park Sportzone, there is a need for expanded and updated facilities in order to remain competitive in the marketplace. In addition to courts for basketball and volleyball, there is a need for additional ice to support hockey and figure skating as well as outdoor turf facilities that would support soccer, rugby and lacrosse.

"We need to look at what's feasible and what the schedules and demand really are," Ten Haken says. "We want to make sure we remain competitive."

All that pent-up demand has Pistone thinking about growth opportunities. He has the property to nearly triple the size of Lake Park Sportzone if needed. Just doubling the courts he has now would make his facility the largest volleyball complex in Wisconsin.

"We wanted to start smaller to make sure we could fill the space," Pistone says. "If the economics work – and I'm not sure about the tournaments yet – we've got space." ☺

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III

Other Matters

8.2

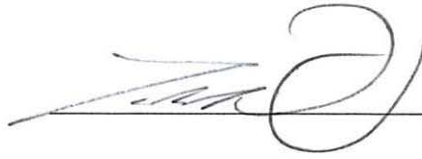
Res. No. 17 - 18 - 19. By Alderpersons Wolf and Sorenson. May 7, 2018.

A RESOLUTION approving the terms and conditions of the Land Lease Agreement for Butzen Sports Complex between the City of Sheboygan and Lakeshore United FC for a soccer facility to be located on the west side of South Business Drive between Hiawatha Court and Behrens Parkway.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Land Lease Agreement for Butzen Sports Complex between the City of Sheboygan and Lakeshore United FC, in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Public Works



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

**LAND LEASE AGREEMENT
FOR BUTZEN SPORTS COMPLEX**

This **LAND LEASE AGREEMENT** ("Lease") is made and entered into this _____ day of _____, 2018 by and between the **CITY OF SHEBOYGAN**, a Wisconsin Municipal Corporation hereinafter referred to "CITY" and **LAKESHORE UNITED FC**, a Wisconsin Nonprofit Limited Liability Company hereinafter referred to as "LUFC".

I. RECITALS

WHEREAS, the CITY is the owner of certain real estate described as follows:

Parcel #1:

PRT NE1/4, SEC 4, T14N, R23E; COM 1335.18' S OF NE COR SD1/4; TH S88 DEG 50'W 2214.96'; S1 DEG 33'W 1302.46'; E TO CEN USH 141; NE ON HWY TO A PNT E OF BEG; TH W TO BEG; EXC COM 1335.18' SOF NE COR SEC 4; TH S88 DEG 50'W 448.7'; S11 DEG 28'W 543.25'; S78 DEG 50'E 375.25'; N67 DEG 30'E 95.45' TO CEN USH 141; N16 DEG 32'E ON CEN SD HWY 604.1'; TH S88 DEG 50'W 73.4' TO BEG; EXC THE S 97' OF AFOREDESC, & EXC COM1335.18' S OF NE COR SEC 4; TH S88 DEG 50'W 448.7'; S11 DEG 28'W 543.25' TO PNT OF BEG; TH S78 DEG 50'E 375.25' TO W RW USH 141; S16 DEG 32'W 200'; N78 DEG 50'W 375.25'; TH N11 DEG 28'E 200' M/L TO BEG; EXC LOT 1 15CSM9 #1497070; AND ALSO EXC PRT ANNEXED TO CITY FILE #1166487 AND EXC HWY CONV #1954201.

Parcel #2:

SEC 04 T14N R23E PRT E1/2 OF NE1/4 COM AT NE COR SEC 4, TH S 1° E ALG E LN SEC 4 1,335.18' TO P.O.B., TH S 88°22'34" W 469.99', TH S 11°12'04" W 743.25', TH S 79°05'56" E 387.31' TO A PT THAT IS 45' FROM CTR LN SO. BUSINESS DR., TH N 16°13'49" E 849.59', TH S 88°22'34" W 3.60' TO P.O.B., EXC HWY CONV #1954201.

which property is located on the west side of South Business Drive between Hiawatha Court and Behrens Parkway, (herein "BUTZEN") and must, pursuant to a Restrictive Covenant recorded with the subject real estate, utilize the subject premises for recreational use;

WHEREAS, LUFC desires to operate a recreational facility at BUTZEN, primarily focused on its successful soccer programs;

WHEREAS, the CITY and LUFC agree that having a quality soccer facility at BUTZEN will provide a direct benefit to city residents who would use the facility as players, coaches, and spectators, but that it will also provide economic development and tourism opportunities that will benefit local residents and businesses;

WHEREAS, LUFC and the CITY wish to enter into a land lease for BUTZEN for LUFC's utilization of the premises for recreational purposes, more specifically, LUFC's long term soccer operations;

WHEREAS, LUFC and CITY agree that said recreational use shall include the operations of LUFC as well as the needs of the community at large, which includes but is not limited to, sports, clubs, and other organizational use consistent with recreational use;

WHEREAS, LUFC intends to begin a fundraising campaign in several phases to develop the property to become one of the top outdoor sports facilities in the state;

WHEREAS, CITY shall provide LUFC with use of all soccer fields, concessions, restrooms, and related infrastructure at BUTZEN as set forth in the attached Exhibit A. Exhibit A is hereby incorporated by reference;

WHEREAS, in recognition of the needs of the community, and those specific to Sheboygan Youth Football, LUFC shall provide Sheboygan Youth Football with a Sublease Agreement for use of BUTZEN as set forth in a Subleasing Agreement. Said Subleasing Agreement is attached hereto as Exhibit B, and Exhibit B is hereby incorporated by reference;

WHEREAS, LUFC will have complete and exclusive use and control of the space currently designated in Exhibit A, a multipurpose field, concession stands, parking lots, restrooms, and related infrastructure at BUTZEN; with the provision that the CITY can access and utilize such property with LUFC's prior approval;

WHEREAS, LUFC shall be solely responsible for the care and maintenance of the leased premises set forth in Exhibit A, the multipurpose field, the concession stands, restrooms, and related infrastructure and everything within;

WHEREAS, the CITY agrees and understands that all profits from LUFC's operations, including but not limited to, concessions, revenue from operational and related activities belong to LUFC. LUFC will manage concessions year round;

WHEREAS, those areas subject to the Sublease Agreement (Exhibit B) shall be under the care, maintenance, and use of Sheboygan Youth Football for the time period indicated therein, subject to all terms and conditions of Exhibit B, as well as those terms and conditions of this Agreement;

WHEREAS, the CITY and LUFC agree to the terms of the Agreement for an initial term of five (5) years, with grounds for termination during the initial term of the lease based on meeting various benchmarks for fundraising and construction; if LUFC meets all said benchmarks, the CITY agrees to renew this Agreement at the end of this period for a period of twenty-five (25) years with no substantive changes unless LUFC agrees or initiates those changes;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DUTIES AND RIGHTS OF THE CITY:** The CITY, as owner of BUTZEN, shall allow LUFC to have complete and exclusive control to the space currently set forth in Exhibit A, the multipurpose field, concession stands, parking lots, and restrooms at BUTZEN, with the provision that the CITY can access areas of Exhibit A with LUFC's prior approval.
- 1.1 **HOUSEKEEPING AND REPAIRS:** The CITY agrees following an event occurring as a result of a request by the CITY in those areas of Exhibit A shall be returned to a state of cleanliness and repair as found prior to the event. The CITY may choose to make any repairs to the facility that occur as a direct result of the activities held at the facility on behalf of any request from the CITY. Should it choose not to make such repairs, it shall notify LUFC of its election, and LUFC may bill the CITY for any necessary repairs.
- 1.2 **BOARD MEMBERSHIP:** The CITY shall have a Board Member on the LUFC Board of Directors to represent its interests and concerns.
2. **DUTIES AND RIGHTS OF LUFC:** LUFC shall be solely responsible for the care, maintenance, and upkeep of the Leased Premises including those areas depicted on Exhibit A, the multipurpose field, concession stands, restrooms, and related infrastructure and everything within; which shall be subject to the terms and conditions of Exhibit B (the Sublease Agreement).
- 2.1 **MAJOR MODIFICATIONS:** LUFC must seek prior approval from the CITY prior to making any major modifications to the facilities at BUTZEN. This includes, but is not limited to: the removal of soil or grass; installation of irrigation lines; construction of permanent bleachers; modification to any existing structure; construction of any fences or similar barriers; construction of any new permanent structure; and any other possible modification that serves to change the use of the land in a permanent way. LUFC shall pay for all major modifications. This is exclusive of modifications and/or improvements initially agreed upon prior to the effective date of this Agreement, including but not limited to, those facilities and infrastructure set forth in Exhibit A, as well as the following:
 1. Installation of fencing;
 2. Modification to soccer fields with the installation of artificial turf over current areas;
 3. Construction of additional concession areas, shelters, or restrooms;
 4. Construction of a dedicated signage referred to as "BUTZEN SPORTS COMPLEX"; and
 6. Additional parking areas.

Such major modifications shall become the property of the CITY as an unconditional gift to the CITY, in the event LUFC were to vacate the subject premises.

- 2.2 **MINOR MODIFICATIONS:** LUFC does not have to seek CITY approval for minor modifications. This includes activities that are generally of a non-permanent nature, including, but not limited to: adding signage; mowing grass; painting fields; maintaining goals; adding portable bleachers, and generally those modifications that are of a non-permanent nature or do not fundamentally change the use of the subject premises.
- 2.3 **INSURANCE AND WAIVERS:** LUFC agrees to provide insurance for all buildings on the property as well as all insurable interest in the property that are considered permanent structures and LUFC shall add the CITY as an additional insured under any applicable insurance policy. LUFC further agrees to obtain waivers and/or releases from any and all participants for any expenses incurred due to personal injury at the BUTZEN facility. The only exception to this requirement is for events hosted by the CITY. In any instance, LUFC is not obligated to obtain insurance and/or waivers for that event.
- 2.4 **REPAIRS:** LUFC agrees to pay for the costs of all repairs, maintenance, and upgrades to those areas as set forth in Exhibit A, including multipurpose field, concession stands, restrooms, and related infrastructure at BUTZEN.
3. **CONSIDERATION:** In consideration for allowing LUFC the use of BUTZEN, LUFC agrees to continue its operations for the duration of the Lease. If at any time LUFC ceases operation, the CITY shall have the immediate right to terminate the Lease.
4. **SUBLETTING:** LUFC shall have entered into a Sublease Agreement with Sheboygan Youth Football for the duration of the Lease, and said Sublease Agreement shall run concurrent thereto. The Sublease Agreement, as previously referenced, is attached hereto as Exhibit B and Exhibit B is hereby incorporated by reference. LUFC shall not be precluded from subletting to other groups, organizations, or private persons provided the intended use is consistent with recreational purposes as set forth in the Restrictive Covenant previously referenced. Request(s) for subletting may be received at any time, and LUFC may withhold approval thereto with such approval to not be unreasonably withheld.

5. **RULES AND REGULATIONS:** LUFC shall abide by and operate in accordance with all applicable laws, rules, and regulations, including any and all Federal and State rules, regulations and requirements, as well as all ordinances duly adopted by the CITY with all terms and conditions listed herein.
6. **TERM AND TERMINATION:** This Agreement shall last for a period of five (5) years, beginning January 1, 2018, and ending on December 31, 2022. Should LUFC meet all benchmarks listed as part of this section, this Agreement shall automatically renew for a twenty-five (25) period, beginning January 1, 2023, and ending on December 31, 2048, unless LUFC provides written notice of its intention to terminate said lease as forth in this Lease.

However, LUFC may terminate this Agreement for any reason or no reason at all by providing written notice of its intention to terminate to the CITY. Such notice must be sent at least one (1) year prior to the effective termination date. The CITY may terminate this Agreement at any time LUFC commits a material breach, which includes, but is not limited to: failure to procure necessary insurance, making modifications without the CITY's prior approval, ceasing to operate as set forth in Paragraph 2.1 of this Lease, failing to maintain and care for those areas set forth in Exhibit A, concession stands, restrooms, and related infrastructure and everything within. Upon notification of a material breach, LUFC shall be provided with a Written Notice of Right to Cure Default and may cure the breach to the reasonable satisfaction of the CITY within thirty (30) days from receipt of written notice from the CITY. If LUFC fails to cure a material breach within such time period, the CITY has the right to immediately terminate this Lease. If the CITY proceeds with termination based upon a failure to cure a breach, the LUFC may appeal that termination to the City of Sheboygan Common Council within fifteen (15) days of being notified. In the event LUFC becomes insolvent, or becomes the subject of a voluntary/involuntary bankruptcy, this Agreement shall terminate immediately.

7. **EXCLUSIVITY:** For as long as this Agreement is in effect, the CITY agrees to seek prior approval from LUFC before allowing any other entity to make use of those areas as set forth in Exhibit A, the multipurpose field, concession stands, parking lots, and restrooms, and related infrastructure at BUTZEN. CITY events and/or CITY sponsored events shall take precedence or priority of LUFC events, operations, and programming.

8. **INDEMNITY:** LUFC agrees to indemnify and hold harmless the CITY, including its officers, directors, employees, agents, and affiliates, against any and all losses, costs, claims, damages, fines, penalties, expenses, including without limitation attorneys' fees, and for any and all liabilities incurred as a result of, or arising out of, any act or omission with regard to any event held at BUTZEN regardless of whether such claim or liability is the result of the acts of LUFC or third parties. This indemnity and hold harmless obligation of LUFC shall survive termination of this Agreement. The only exception to this indemnification provision is for events hosted by the CITY.
9. **NO PARTNERSHIP:** The relationship of the parties is as landlord (CITY) and tenant (LUFC) and is not intended to be nor is a partnership or joint venture. Neither party is liable to any third party for the acts or omissions of the other party.
10. **GENERAL PROVISIONS:**
 - 10.1 **NOTICES:** All notices and requests in connection with this Agreement shall be deemed deliberate or given as of the date they are sent and may be addressed as the parties designate. Notice to be provided to the following:
 1. As to the CITY, City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081
Email: Darrell.Hofland@sheboygan.wi.gov
Phone: (920) 459-3917
 2. As to LUFC, Lakeshore United FC, c/o Joseph J. Voelkner, 602 North 6th Street, Sheboygan, WI 53081
Email: josephvoelkner@olsenkloetlaw.com
Phone: (920) 458-3701
 - 10.2 **PRIOR APPROVAL:** Whatever prior approval as may be required under this Lease, such approval shall be in writing and signed within fifteen (15) days by the CITY and the appropriate designee for LUFC. LUFC agrees that only members with their Board of Directors designated thereby have the authority to sign a prior approval. No major modification or Sublease shall be deemed approved unless signed by the CITY and the appropriate designee from LUFC.
 - 10.3 **FURTHER ASSURANCE:** Parties hereto, from time to time after execution of this Agreement and without further consideration, shall execute and deliver as appropriate such documents and take such further actions as may be reasonable and necessary to carry out and consummate their transactions contemplated by this Agreement.

- 10.4 **AUTHORITY:** Each of the parties hereto represents and warrants to the other that it has the requisite authority to enter into this Agreement and to fully perform its obligations hereunder.
- 10.5 **ENTIRE AGREEMENT:** This Agreement constitutes the Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements, or understandings, both oral and written, with respect to the subject matter hereof.
- 10.6 **MODIFICATION:** This Agreement may not be modified or amended except by instrument in writing executed by all parties hereto.
- 10.7 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 10.8 **SEVERABILITY:** The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not be deemed to limit or otherwise affect the construction of any provision hereof.
- 10.9 **HEADINGS:** The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the construction of any provision hereof.
- 10.10 **WAIVER:** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or other agents or employees, and may be waived only by an instrument in writing and signed by an authorized officer of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any of the provisions or of the same provision on any other occasion.
- 10.11 **ASSIGNMENT:** No party may assign this Agreement without prior written consent of the other party.
- 10.12 **DISPUTE RESOLUTION:** Prior to any party initiating formal legal action against the other party for any breach or alleged breach of this Agreement, the parties that said dispute shall be submitted to non-binding mediation. The cost of such mediation shall be split equally between the CITY and LUFC.

10.13 **FORCE MAJEURE:** Neither party shall be liable for any failure to perform any obligation under this Agreement because of acts of God, nature, or a Federal, State, or local government agency, war, civil disturbance, labor dispute, or shortage, electrical or mechanical breakdown, or any other cause beyond the control of that party, including the issuance of an injunction by either a State or Federal Court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement, provided, it takes all steps reasonably practical and necessary to affect prompt resumption of its responsibility set forth hereunder.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the date first set forth above.

The CITY OF SHEBOYGAN, a Wisconsin
Municipal Corporation

LAKESHORE UNITED FC, a Wisconsin
Non-profit Limited Liability Company

BY: Michael Vandersteen, Mayor

BY: Anthony Klockow
President

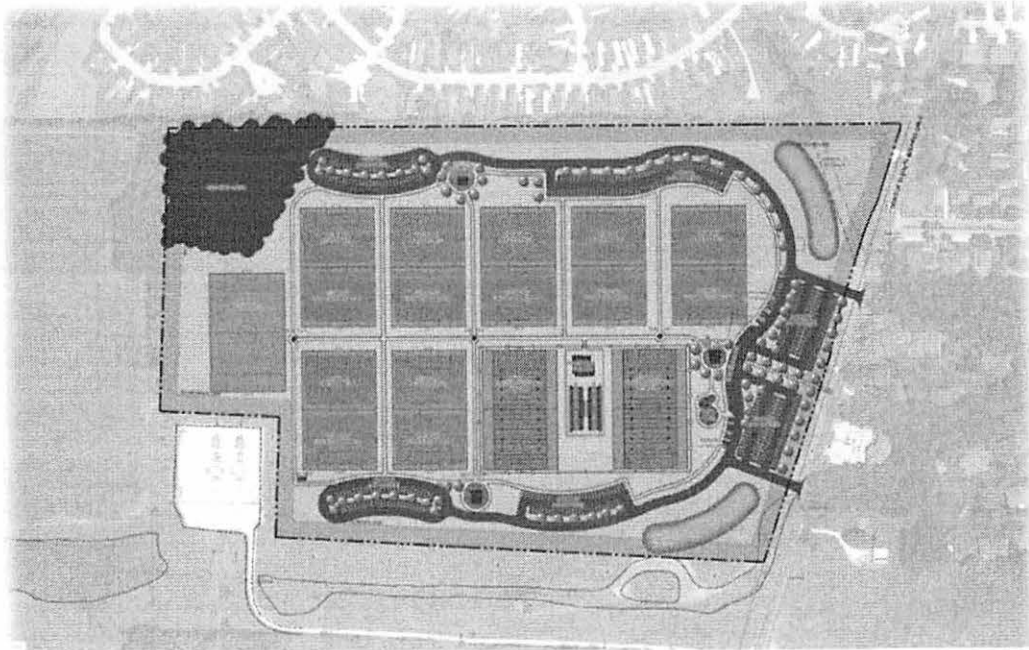
ATTEST: Meredith DeBruin, City Clerk

This document is authorized as to the CITY OF SHEBOYGAN by and in accordance with Res. No. _____-18-19.

This document consists of eight (8) typewritten pages, including the signature page.

Approved as to form this _____ day of _____, 2018.

Charles Adams
City Attorney
Sheboygan, WI 53081
State Bar No. 1021454



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BUTZEN SPORTS COMPLEX

MULTI-PURPOSE COMMUNITY SPORTS FACILITY

Project Introduction:

Lakeshore United FC (LUFC) along with the City of Sheboygan desire to develop a recreational sports complex to provide quality soccer facilities at the Butzen property located at 3900 County Trunk OK (South Business Drive in Sheboygan.

The Butzen farm was donated to the City of Sheboygan from the Butzen estate and was restricted to recreational purposes only. This proposal fulfills the estate's wishes and provides resources currently unavailable to the community. Furthermore, it lifts the burden from the City to develop and maintain an additional park facility with limited resources.

The Butzen Sports Complex plans include, but are not limited to, development of competitive athletic fields, field infrastructure, parking and drives, accessible paths and walks, demolition of existing buildings and construction of new athletic support buildings, development of pedestrian plaza spaces and amenities, installation of sport field lighting and the consideration of indoor athletic fields, and synthetic turf fields.

The site will be comprehensively planned and developed for maximum usage. Depending upon capital fund raising, the project will be developed in phases.

The proposed land lease includes the availability for other groups to use and/or sublease the facilities and provides such by recognizing Sheboygan Youth Football and its programming needs. Lastly, LUFC and the Butzen Sports Complex will provide the City of Sheboygan with enhanced tourism and economic benefit from hosting tournaments, camps and other related sports programming.

LUFC BOARD OF DIRECTORS

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PROJECT DESCRIPTION AND BUDGET:

The Butzen Sports Complex is not a new concept or endeavor. For the past seven years, LUFC has been actively searching for land to develop a sports complex that would provide high quality soccer and athletic fields in a single location. The Butzen site came available from the Estate of the Butzen's and had a restrictive covenant of recreational use. This site and project had early momentum and support with the opportunity to receive financing in the amount of \$2.2 million from the Aurora Medical Incorporated as part of a new medical center being proposed. Unfortunately for the Butzen Sports Complex and the City of Sheboygan, Aurora Medical found an alternative site and no longer was offering the \$2.2 million.

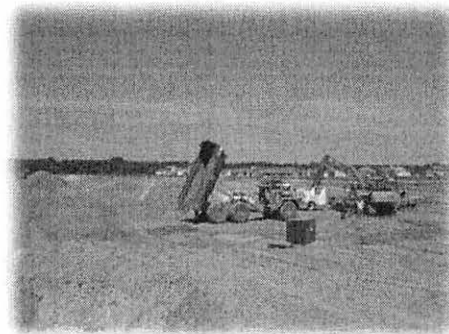
Nevertheless, LUFC is in need of new facilities and the Butzen Sports Complex idea and plans are still viable. Although, the project has been delayed with the set-back of the Aurora decision, LUFC is now in the position to lead this project and manage the necessary community capital campaign.

LUFC will conduct a capital campaign and work with the City of Sheboygan in partnership to develop the Butzen Sports Complex. A variety of funding sources is proposed to secure the necessary capital to construct the facilities. An operational plan has also been developed to ensure proper cash flows to meet the daily and annual operating expenses as well as any debt repayment schedules.

SITE DEVELOPMENT:

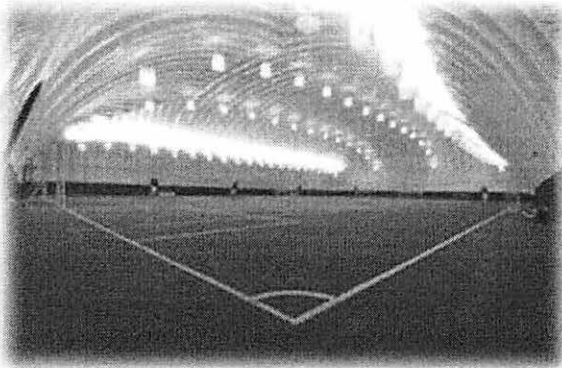
The site will include comprehensive earthwork, which includes topsoil stripping, and mass grading. Significant mass grading will involve large cuts and fill, perhaps up to 15' in height, due to the existing topography of the site.

Erosion control devices and facilities will be incorporated during construction in accordance with local and state requirements. Storm water management facilities will include storm piping networks, wet detention ponds, and grassy swales. Site paving will include concrete sidewalks, handicap ramps, curb and gutter, etc. Asphalt bituminous paving will be included at all parking and drives. The athletic fields will each contain a crown, sloped at 1%, amended topsoil, under drains.



LUFC is seriously considering installing synthetic turf fields in phase 1 of the site development. The benefits to synthetic turf allow 25 times more usage than a grass field. Synthetic Turf does not need fertilizer, water, mowing and can be used in inclement weather where grass fields are unplayable and can result in costly damage. Synthetic turf also improves safety by providing a smooth consistent playing surface. Lastly, Synthetic turf increases revenues by increased playability and usage. Turf can be used over 2,000 hours per year allowing other sports and groups to use the facility. This will help gain support from other groups besides soccer to help support the complex.

Another capital improvement at the Butzen Sports Complex would be the addition of an inflatable dome covering one of the synthetic turf fields. Having an indoor, year-round, facility increases the



programming and lease opportunities, subsequently increasing the overall revenues. With Wisconsin winters lasting from November to April, an indoor facility increases opportunities for area youth to enjoy their sport year-round. Winter camps and other sports could also benefit from the availability of an indoor training facility.



Dome naming rights = \$500,000 to \$1,000,000

Butzen Sports Complex: Phase 1 Construction Estimate

Earthwork/Demolition (49.2 Acres)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost Estimate
Demolition/Clearing and Grubbing	L.S.	1	\$ 50,000.00	\$ 50,000.00
Mobilization	L.S.	1	\$ 50,000.00	\$ 50,000.00
Common Excavation	C.Y.	215,000	\$ 3.00	\$ 645,000.00
Stripping Topsoil (10")	C.Y.	66,145	\$ 2.50	\$ 165,362.50
Placing Topsoil (10")	C.Y.	66,145	\$ 2.50	\$ 165,362.50
Seed/Fertilize/Mulch Common Green Space	S.F.	619,105	\$ 0.20	\$ 123,821.00
Erosion Control	L.S.	1	\$ 50,000.00	\$ 50,000.00
Tracking Pad	Each	2	\$ 1,500.00	\$ 3,000.00
				\$ 1,252,546.00

Utilities

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Stormwater Management Facilities	Each	1	\$ 30,000.00	\$ 30,000.00
Storm Sewer	L.F.	3917	\$ 50.00	\$ 195,850.00
Storm Basin	Each	25	\$ 2,000.00	\$ 50,000.00
Storm Endwalls	Each	5	\$ 3,000.00	\$ 15,000.00
Electrical Underground Service	L.S.	1	\$ 50,000.00	\$ 50,000.00
Sanitary Sewer	L.F.	1630	\$ 75.00	\$ 122,250.00
Water	L.F.	1630	\$ 60.00	\$ 97,800.00
				\$ 560,900.00

Pavment - North Drive

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	5510	\$ 14.50	\$ 79,895.00
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	5928	\$ 7.50	\$ 44,460.00
Concrete Curb Ramp w/Detectable Warning Field	Each	0	\$ 1,020.00	\$ -
Concrete Curb & Gutter- 24"	L.F.	0	\$ 25.00	\$ -
Striping Parking Spaces	L.S.	1	\$ 2,500.00	\$ 2,500.00
				\$ 126,855.00

Pavment - Walking Paths (North)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	5039	\$ 14.50	\$ 73,065.50
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	5955	\$ 7.50	\$ 44,662.50
				\$ 117,728.00
				\$ 63,559.50

Pavment - Thickened Edge (North)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Thickened Edge Walk 5" Depth	S.F.	17497	\$ 7.50	\$ 131,227.50
Dense Graded Base Course, 6" Depth	S.Y.	2336	\$ 7.50	\$ 17,520.00
				\$ 148,747.50

Pavment - North Parking (58 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	3978	\$ 14.50	\$ 57,681.00
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	4194	\$ 6.80	\$ 28,519.20
Concrete Curb Ramp w/Detectable Warning Field	Each	2	\$ 1,020.00	\$ 2,040.00
Striping Parking Spaces	L.S.	1	\$ 2,500.00	\$ 2,500.00
				\$ 90,740.20

Pavment - North Parking (104 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	4067	\$ 14.50	\$ 58,971.50
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	4233	\$ 7.50	\$ 31,747.50
Concrete Curb Ramp w/Detectable Warning Field	Each	3	\$ 1,020.00	\$ 3,060.00
Striping Parking Spaces	L.S.	1	\$ 2,500.00	\$ 2,500.00
				\$ 96,279.00

Pavment - North Parking (13 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	345	\$ 14.50	\$ 5,002.50
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	384	\$ 7.50	\$ 2,880.00
Concrete Curb Ramp w/Detectable Warning Field	Each	2	\$ 1,020.00	\$ 2,040.00
Striping Parking Spaces	L.S.	1	\$ 1,000.00	\$ 1,000.00
				\$ 10,922.50

Pavment - North Parking (66 Spaces)

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
HMA Type E-0.3, 3" Depth Parking Lot	S.Y.	3670	\$ 14.50	\$ 53,215.00
Dense Graded Base Course, 12" Depth - Parking Lot	S.Y.	3778	\$ 7.50	\$ 28,335.00
Concrete Curb Ramp w/Detectable Warning Field	Each	2	\$ 1,020.00	\$ 2,040.00
Concrete Curb & Gutter- 24"	L.F.	545	\$ 25.00	\$ 13,625.00
Striping Parking Spaces	L.S.	1	\$ 3,000.00	\$ 3,000.00
				\$ 100,215.00

225x360' Soccer/Football Combination Field

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Finish Grading/Crowning	S.Y.	9000	\$ 2.00	\$ 18,000.00
Irrigation	L.S.	1	\$ 30,000.00	\$ 30,000.00
Athletic Field Seeding	S.F.	81000	\$ 0.15	\$ 12,150.00
Soccer Goals	L.S.	1	\$ 4,000.00	\$ 4,000.00
				\$ 64,150.00
225x360' Soccer/Football Combination Fields		5		\$ 320,750.00

Miscellaneous

Item Description	Unit	Estimated Quantity	Unit Price	2018 Cost
Landscaping	L.S.	1	\$ 35,000.00	\$ 35,000.00
				\$ 35,000.00

Butzen Sports Complex: Phase 1 Construction Estimate	\$ 2,860,683.20
Contingency at 5%	\$ 143,034.16
Butzen Sports Complex: Phase 1 Construction Estimate Subtotal	\$ 3,003,717.36
Geotechnical	\$ 8,500.00
Design Development/Construction Documents	\$ 150,000.00
Stormwater Design/Permitting	
Contract Administration at 7%	\$ 210,260.22
Construction Observation at 2.5%	\$ 75,092.93

Base Project Total: \$ 3,447,570.51

Updated Base Project (with deducts) \$ 3,235,263.51

Amenities Phase 1:

Item Description	Unit	Estimated Quantity	Unit Price	2017 Cost
Soccer Field Enhancements				
Topsoil Amendment	S.Y.	9000	\$ 4.50	\$ 40,500.00
4" Underdrains with Sock	L.F.	2390	\$ 10.00	\$ 23,900.00
				\$ 64,400.00
225x360' Soccer/Football Combination Fields		5		\$ 322,000.00
Concession/Restroom/Shelter		1		\$ 285,000.00
				\$ 647,400.00
Grand Total Phase 1 Construction Estimate:				\$ 4,054,570.51

CAPITAL CAMPAIGN

LUFC has begun the process of identifying potential naming rights and donors for the Butzen Sports Complex.



Concession Stand = \$500,000 to 1,000,000



Scoreboards = \$75,000 to \$150,000



Field Naming and Sponsorship = \$100,000 per field

SOURCES OF REVENUE

LUFC plans to partner with the greater Sheboygan area to maximize partnerships in sustaining funding for the Butzen Sports Complex. Partnerships include naming rights on infrastructure, sponsorship opportunities with uniforms and kids programming. Tournaments will be a major source of income as teams will travel to compete. Traveling teams also help the local tourist economy and result in significant hotel room stays.

Several communities have tapped into this market and are beginning to focus their efforts on exclusive sports tourism activities (see sidebar). For example, the Scheels USA Youth Sports Complex located in Appleton, Wisconsin, 2013 Economic Impact states the facility generated 88,045 visitors to the complex resulting in \$2,200,000 in direct visitor spending during 2013 tournaments and generated 2,700 hotel room stays. Sheboygan is ideal for this emerging market with its proximity to Lake Michigan and location between Milwaukee and Green Bay as well as the Fox Valley.

The use of room tax revenues is appropriate and proven to have significant returns on tourism spending and hotel room stays. Several visitor and convention bureaus have identified sports development and tourism as integrated ventures and established specific marketing in this area. In the appendix is an article from the International City Manager's Association website providing further insight.

Other sources of revenue in addition to naming rights and room tax revenue is corporate sponsorship or underwriting opportunities that offer special camps, profession exhibitions or help maintain low cost entry for underprivileged youth and families.

In addition, LUFC plans to aggressively apply for grants, such as US Soccer Foundation that fund synthetic turf, field lighting and "Safe Places to Play" to organizations that have greater than a 10 year lease to construct and develop fields.

REGIONAL ROUNDUP

UPFRONT

* INTERSTATE 41 CORRIDOR
Brown, Calumet, Outagamie,
Winnebago, Fond du Lac Counties

Town of Grand Chute gifts land for sports facility

The Town of Grand Chute approved a gift of 20 acres of land, valued at \$1 million, to the Fox Cities Convention & Visitors Bureau for the development of an ice and hard-court indoor sports facility.

The Fox Cities Sports Facility, scheduled to open in fall 2019, will be funded through hotel room tax. The facility will focus on attracting sports teams from outside the Fox Cities, providing them with the opportunity to participate in tournaments and events.

The land is located near the northeast corner of the intersection of McCarthy Road and Greenville Drive, and the sports facility will be less than two miles from Interstate 41.

A study commissioned by the Fox Cities Convention & Visitors Bureau demonstrates this type of indoor sports facility will bring an estimated economic impact of \$4.8 million in the first year, and will increase to \$7.8 million by the fifth year. A final design of the facility will be announced in spring 2018.

The facility will be owned by the not-for-profit Fox Cities Sports Development Inc., a subsidiary of the Fox Cities Convention & Visitors Bureau.



Visit **SHEBOYGAN**
SHEBOYGAN AREA TOURISM

PROGRAMMING

LUFC has over 1,300 girls and boys participating in its soccer program. LUFC provides all levels of skill development within its programming structure from beginning, recreational, academy to select and mid-west regional competition. LUFC offers all this and makes these programs accessible by keeping costs low and affordable as well as offering scholarship assistance if needed. Over the years, LUFC has positively impacted the lives of many children.

LUFC's programming is a major operation. Managing 1,300 youth athletes, serving over 3,000 parents, providing qualified coaches, scheduling 200 plus games along with referees, practice schedules, requires a dedicated group of individuals that are committed to the organization and the mission. LUFC has been in existence for over 30 years in and continues to grow, improve programming and quality coaching.

LUFC has programming throughout the year. Fall soccer season typically starts after Labor Day and ends the first week of November. Winter season (indoor Futsal) typically begins in December and ends in March, though this immediately transitions into Spring Season which runs April through mid-June. Currently LUFC uses a combination of Sheboygan Area School District facilities and City of Sheboygan parks for fields. Although this combination has helped, long term growth is stymied and is not sustainable due to conflicting uses, limited space and the quality of the fields itself.



OPERATIONAL PLAN

LUFC Plans to operate the Butzen Sports Complex seven days a week, all year with typical operating hours between 9am to 10pm with extended hours during tournaments or special events. LUFC regular programming will occupy a large portion of the schedule. In addition, LUFC currently hosts two tournaments, one in spring and one in fall. Tournaments are a significant source of revenue for the LUFC since the majority of participants are from outside the organization. It is anticipated that once the Butzen Sports Complex is completed, that additional tournaments could be accommodated since the facility will have synthetic turf and not have competing interests from high schools and Sheboygan Area School District uses.

LUFC still plans to work collaboratively with the Sheboygan Area School District and the Recreation Department to continue to provide soccer facilities at schools and neighborhoods for easy access for practices and pick-up games. For the Butzen Sports Complex LUFC has identified the following scenario to base the operation plan upon:

Four turf fields and six grass field concept with a semi-permanent dome on one turf field.

- Cost estimate of \$ 1.7M for dome
- Year one is 2019 and only has an August thru December calendar
- Room tax revenue is still being researched but many case studies have been cited and are identified under the “Events” revenue spreadsheet, conservative estimates
- The debt payment is based on low interest rates and could fluctuate; City could potentially issue debt with LUFC and Butzen revenues responsible for principal and interest payments.

The operational plan is planning on using sponsorship money at 50 percent operations and 50 percent of annual debt service.

Based upon past discussions and commitments LUFC has summarized the following major sources of revenue to construct the Butzen Sports Complex:

In Kind from City	\$ 800,000
Initial community Funds	\$1,000,000
Sponsor 2018 capital funds	\$1,160,000
Bonds/Loan	\$5,000,000
Total	\$ 7,960,000

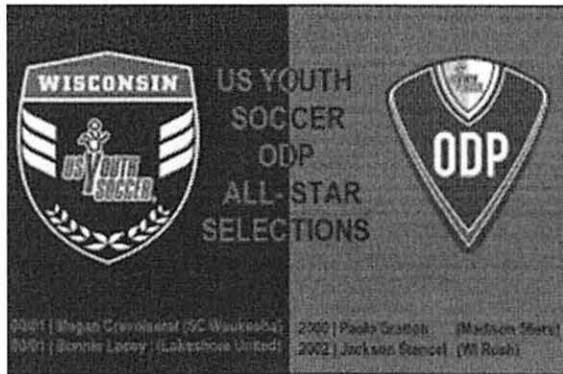
This figure represents the first phase of a multi-year, long-range capital development plan. LUFC is proposing to incrementally develop the site to gain early success and build capacity to manage and operate the facility in a professional manner.

Once the Butzen Sports Complex is constructed and operational, additional opportunities exist for generating revenue but have not been included in this proforma. The Butzen Sports Complex would have a chance to compete with Appleton or Milwaukee for State Cup and Presidents Cup soccer tournaments. These two unique five day events/tournaments that typically bring approximately 80+ teams (1,400 players and their families) and are highly attended.



Regional events such as the Presidents Cup and Regional Championships are currently being hosted at a facility that has 15 Full size fields. The Butzen Sports Complex, once completed, with 8-10 high quality fields in Sheboygan would result in a chance to compete for those events along with other high profile events. The US Soccer Olympic Development program is another area where the Butzen Sports Complex would have access to three types of events:

- Winter team trainings with over 650 players meeting 10 times per year. Currently they train in Gyms and / or rent indoor space in Rockford. With a dome the Butzen Sports Complex would be able to host all of the sessions
- Spring trainings and preparation of Midwest Regional Competition
- State and Regional ODP camps and tournaments with 8-14 states converging at the Butzen Sports Complex their each of their 14 teams each attending

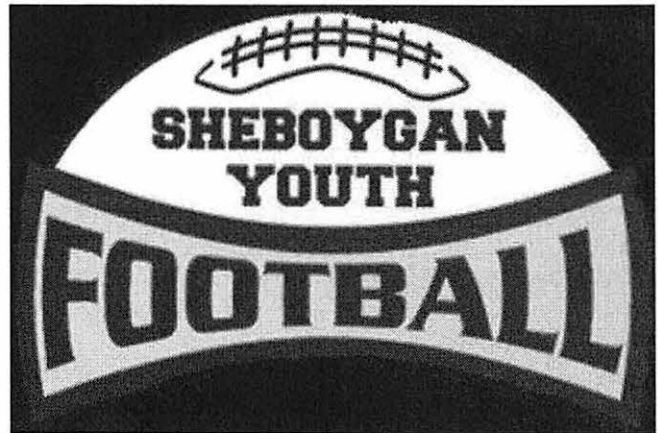


Furthermore, other sports besides soccer will be provided with additional opportunities: Football camps, games, La Crosse, indoor golf practice; to name a few. The Butzen Sports Complex provides the opportunity for the Sheboygan community to compete with other communities throughout the mid-west and will provide the youth of Sheboygan the opportunity to train and compete at high level facilities without the need for expensive travel.



Although LUFC is a soccer club, LUFC provides the best organizational infrastructure to manage the development and operation of the Butzen Sports Complex. LUFC is the largest of all youth sports groups in the Sheboygan area and currently has needs to meet its current programming. LUFC's tenure as an organization dedicated to youth sport and development along with its experience in managing paid staff and budgets further provides support for LUFC and this proposal. However LUFC recognizes the importance of the Butzen Sports Complex and the need to share this great resource with others.

Butzen Sports Complex will solve programming and field issues and also provide additional opportunities to many other sports groups. As a result, LUFC has identified the ability for such groups to sub-lease portions of the Butzen Sports Complex for their use or programming needs. For example, Sheboygan Youth Football has long desired a home to help support youth football and its programming needs. Currently, SYF is using Kiwanis Park and Sheboygan Area School District properties to host practices and games. LUFC specifically recognizes this need and has created a sub-lease specifically for SYF.



Depending upon availability, other groups may want the opportunity to play or use the Butzen Sports Complex facilities. Ultimately, the more programming and continued use of the facility will help with revenues and cost share improvements.

Overall, the Butzen Sports Complex will be a community asset not only giving our youth top-notch sporting facilities but provide Sheboygan with a high profile facility that will draw visitors or enticing those wanting to relocate to an area that has quality resources.



Butzen Sports Complex Revenues & Operations
Four Turf Fields with Dome

Revenue	Fall Only 2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Programming										
Memberships	\$ 29,400	\$ 38,880	\$ 51,864	\$ 54,793	\$ 57,892	\$ 67,980	\$ 71,862	\$ 75,987	\$ 88,408	\$ 93,536
Field Fees	\$ 5,100	\$ 21,780	\$ 23,240	\$ 24,682	\$ 26,216	\$ 27,856	\$ 29,611	\$ 31,490	\$ 33,503	\$ 35,661
League Fees	\$ 45,000	\$ 180,000	\$ 180,000	\$ 187,200	\$ 194,688	\$ 202,476	\$ 210,575	\$ 218,998	\$ 227,757	\$ 236,868
Fundraising	\$ 54,040	\$ 57,744	\$ 54,768	\$ 63,058	\$ 72,879	\$ 84,562	\$ 98,511	\$ 115,228	\$ 135,334	\$ 159,597
Sponsorships	\$ 99,400	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 292,000	\$ 290,000	\$ 290,000	\$ 290,000
Events	\$ 127,800	\$ 311,100	\$ 366,600	\$ 366,600	\$ 366,600	\$ 366,600	\$ 422,100	\$ 477,600	\$ 533,100	\$ 588,600
Grants (1st Grant amortized over 3 years)	\$ 100,000	\$ 100,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000
Room Tax Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals	\$ 27,275	\$ 85,100	\$ 103,850	\$ 107,350	\$ 107,350	\$ 140,900	\$ 143,400	\$ 143,400	\$ 148,025	\$ 148,025
Total Revenues	\$ 488,015	\$ 1,078,604	\$ 1,114,323	\$ 1,187,683	\$ 1,209,625	\$ 1,224,373	\$ 1,368,059	\$ 1,452,703	\$ 1,506,128	\$ 1,602,286

Expense	Fall Only 2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Operating										
Salaries/Wages (100K/40K/50K/20K)	\$ 157,500	\$ 210,000	\$ 218,400	\$ 227,136	\$ 236,221	\$ 245,670	\$ 250,000	\$ 260,000	\$ 270,400	\$ 281,216
Benefits (15%)	\$ 23,625	\$ 31,500	\$ 32,760	\$ 34,070	\$ 35,433	\$ 36,851	\$ 37,500	\$ 39,000	\$ 40,560	\$ 42,182
Payroll Taxes	\$ 34,650	\$ 46,200	\$ 48,048	\$ 49,970	\$ 51,969	\$ 54,047	\$ 55,000	\$ 57,200	\$ 59,488	\$ 61,868
Professional Fees	\$ 3,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Advertising	\$ 18,000	\$ 7,500	\$ 7,800	\$ 8,112	\$ 8,436	\$ 8,774	\$ 9,125	\$ 9,490	\$ 9,869	\$ 10,264
Office Supplies	\$ 3,600	\$ 3,600	\$ 3,744	\$ 3,894	\$ 4,050	\$ 4,211	\$ 4,380	\$ 4,555	\$ 4,737	\$ 4,927
IT	\$ 8,000	\$ 4,800	\$ 4,992	\$ 5,192	\$ 5,399	\$ 5,615	\$ 5,840	\$ 6,074	\$ 6,316	\$ 6,569
Field Maint	\$ 10,000	\$ 38,000	\$ 65,000	\$ 67,600	\$ 70,304	\$ 73,116	\$ 76,041	\$ 79,082	\$ 82,246	\$ 85,536
Field Replacement reserve	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 150,000	\$ 200,000	\$ 200,000	\$ 250,000
Online	\$ 4,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Equipment	\$ 10,000	\$ 20,000	\$ 20,000	\$ 50,000	\$ 20,000	\$ 20,000	\$ 50,000	\$ 20,000	\$ 20,000	\$ 50,000

Expense	Fall Only 2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Financing										
Bank Insurance	\$ 10,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Card Processing	\$ 1,200	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
Debt Payments	\$ 200,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
(Calc of \$50K pmt on \$5.0M 10yr at 3.25%)										
Total Fees	\$ 483,575	\$ 1,074,400	\$ 1,113,544	\$ 1,158,774	\$ 1,194,613	\$ 1,211,085	\$ 1,300,686	\$ 1,338,201	\$ 1,356,417	\$ 1,455,362
Net Income	\$ 4,440	\$ 4,204	\$ 779	\$ 28,909	\$ 15,012	\$ 13,288	\$ 67,373	\$ 114,502	\$ 149,711	\$ 146,924

Butzen Sports Complex Membership Revenue

Four Turf Fields with Dome

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Membership (including dome)	\$ 15	\$ 15	\$ 18	\$ 18	\$ 18	\$ 20	\$ 20	\$ 20	\$ 22	\$ 22
Members										
LUFC Rec	\$ 940	\$ 987	\$ 1,036	\$ 1,088	\$ 1,143	\$ 1,200	\$ 1,260	\$ 1,323	\$ 1,389	\$ 1,458
Other Rec	\$ 200	\$ 300	\$ 450	\$ 473	\$ 496	\$ 521	\$ 547	\$ 574	\$ 603	\$ 633
Academy	\$ 120	\$ 135	\$ 150	\$ 158	\$ 166	\$ 174	\$ 183	\$ 192	\$ 202	\$ 212
Select	\$ 300	\$ 315	\$ 331	\$ 347	\$ 365	\$ 383	\$ 402	\$ 422	\$ 443	\$ 465
Adult	\$ 300	\$ 330	\$ 363	\$ 399	\$ 439	\$ 483	\$ 531	\$ 585	\$ 643	\$ 707
	\$ 1,860	\$ 2,067	\$ 2,330	\$ 2,465	\$ 2,608	\$ 2,761	\$ 2,923	\$ 3,096	\$ 3,280	\$ 3,476
Camps	\$ 100	\$ 525	\$ 551	\$ 579	\$ 608	\$ 638	\$ 670	\$ 704	\$ 739	\$ 776
Total	\$ 1,960	\$ 2,592	\$ 2,881	\$ 3,044	\$ 3,216	\$ 3,399	\$ 3,593	\$ 3,799	\$ 4,019	\$ 4,252

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Total Membership Revenue	\$ 29,400	\$ 38,880	\$ 51,864	\$ 54,793	\$ 57,892	67980.18	\$ 71,862	\$ 75,987	\$ 88,408	\$ 93,536

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Existing Field Fees to SASD	\$ 1,360	\$ 1,452	\$ 1,549	\$ 1,645	\$ 1,748	\$ 1,857	\$ 1,974	\$ 2,099	\$ 2,234	\$ 2,377
	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
	\$ 20,400	\$ 21,780	\$ 23,240	\$ 24,682	\$ 26,216	\$ 27,856	\$ 29,611	\$ 31,490	\$ 33,503	\$ 35,661

Butzen Sports Complex League (Team) Membership Revenue
Four Turf Fields with Dome

League (Team Formation)	Teams	Fees
3v3	200	\$ 120 \$ 24,000
5v5	200	\$ 150 \$ 30,000
9v9	64	\$ 250 \$ 16,000
11v11	100	\$ 250 \$ 25,000
Adult	100	\$ 350 \$ 35,000
Winter/Dome (3 sessions)	100	\$ 500 \$ 50,000
Total		\$180,000

year 1 discount 75% \$ 45,000

Buildings \$ 500,000
 DOME \$ 900,000
 Fields \$ 1,946,000
 PARK Naming \$ 650,000
 \$ 3,996,000

Butzen Sports Complex Sponsorship Revenue
 Four Turf Fields with Dome

Input
 Calc

	Commitment	Cash Flow											
		2018 Capital	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Concession Stand 1	\$ 250,000	\$ 100,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Concession Stand 2	\$ 250,000	\$ 100,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
TURF 1 Stadium	\$ 500,000	\$ 150,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
TURF 2 DOME	\$ 900,000	\$ 350,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
TURF 3*	\$ 325,000	\$ 75,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
TURF 4*	\$ 325,000	\$ 75,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
GRASS 1	\$ 99,000	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 2	\$ 99,000	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 3	\$ 99,000	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 4	\$ 99,000	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 6 (SUBLET)	\$ 99,000	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
GRASS 5 (SUBLET)	\$ 99,000	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
	\$ 1,946,000												
PARK NAMING	\$ 650,000	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
XXXXXX Park at Butzen Farms		\$ 1,130,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 284,000	\$ 292,000	\$ 290,000	\$ 290,000	\$ 290,000

* Total fields will be 10 with 2 being sublet to SFA. If only 1 or 2 turf fields then grass fields will increase to equal 10 total

Butzen Sports Complex Annual Fundraising Revenue
 Four Turf Fields with Dome

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
5K / 10K Run	\$ 5,000	\$ 5,500	\$ 6,050	\$ 6,655	\$ 7,321	\$ 8,053	\$ 8,858	\$ 9,744	\$ 10,718	\$ 11,790
Raffles	\$ 25,000	\$ 25,000	\$ 27,500	\$ 30,250	\$ 33,275	\$ 36,603	\$ 40,263	\$ 44,289	\$ 48,718	\$ 53,590
Golf Outing	\$ 12,000	\$ 15,000	\$ 18,750	\$ 23,438	\$ 29,297	\$ 36,621	\$ 45,776	\$ 57,220	\$ 71,526	\$ 89,407
Casino Nites	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Google/Amazon	\$ 1,800	\$ 1,980	\$ 2,178	\$ 2,396	\$ 2,635	\$ 2,899	\$ 3,189	\$ 3,508	\$ 3,858	\$ 4,244
Scripts	\$ 240	\$ 264	\$ 290	\$ 319	\$ 351	\$ 387	\$ 425	\$ 468	\$ 514	\$ 566
Gas Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 54,040	\$ 57,744	\$ 54,768	\$ 63,058	\$ 72,879	\$ 84,562	\$ 98,511	\$ 115,228	\$ 135,334	\$ 159,597

Butzen Sports Complex Events Revenue

Four Turf Fields with Dome

		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Events	Tournaments / State Cup	2	5	6	6	6	6	7	8	9	10
Weekends	Regular play	14	28	28	28	28	28	28	28	28	28

Rental	\$ 16,000 8 Fields	\$ 32,000	\$ 80,000	\$ 96,000	\$ 96,000	\$ 96,000	\$ 96,000	\$ 112,000	\$ 128,000	\$ 144,000	\$ 160,000
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Parking 20 per team
Cars 1500 per event

	\$ 30,000	\$ 60,000	\$ 150,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 210,000	\$ 240,000	\$ 270,000	\$ 300,000
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		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
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Events	\$ 9,500	\$ 19,000	\$ 47,500	\$ 57,000	\$ 57,000	\$ 57,000	\$ 57,000	\$ 66,500	\$ 76,000	\$ 85,500	\$ 95,000
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Weekends	\$ 1,200	\$ 16,800	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600	\$ 33,600
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	\$ 127,800	\$ 311,100	\$ 366,600	\$ 366,600	\$ 366,600	\$ 366,600	\$ 422,100	\$ 477,600	\$ 533,100	\$ 588,600
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Projected rooms	8	640	4,000	4,800	4,800	4,800	4,800	5,600	6,400	7,200	8,000
(6 player rooms per team)	100										

100 teams per event with 15 players

Butzen Sports Complex Rental Revenue
Four Turf Fields with Dome

Turf	Games	/game	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Soccer	HS -	250	10	20	20	20	20	20	20	20	20	20
	HS - Lts	300	3	6	6	6	6	6	6	6	6	6
			\$ 3,400	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800	\$ 6,800
			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Football		400	0	0	0	0	0	0	0	0	0	0
		500	0	4	4	6	6	6	6	6	6	6
			\$ -	\$ 2,000	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Other		300	0	2	2	2	2	4	4	4	4	4
(Lacrosse)		350	0	2	2	2	2	4	4	4	4	4
			\$ -	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600	\$ 2,600
Both Field Rentals	/90 Min		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Grass/Lights	85	\$	25	\$ 100	\$ 100	\$ 100	\$ 100	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
Turf	185	\$	50	\$ 150	\$ 150	\$ 150	\$ 150	\$ 200	\$ 200	\$ 200	\$ 225	\$ 225
Dome Daytime / hour	100	\$	50	\$ 200	\$ 200	\$ 225	\$ 225	\$ 225	\$ 250	\$ 250	\$ 250	\$ 250
Dome /90	375	\$	20	\$ 50	\$ 100	\$ 100	\$ 100	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
(also rented by half for \$225)		\$	23,875	\$ 75,000	\$ 93,750	\$ 96,250	\$ 96,250	\$ 128,500	\$ 131,000	\$ 131,000	\$ 135,625	\$ 135,625
Total Rentals		\$	27,275	\$ 85,100	\$ 103,850	\$ 107,350	\$ 107,350	\$ 140,900	\$ 143,400	\$ 143,400	\$ 148,025	\$ 148,025

ORGANIZATION DESCRIPTION

Lakeshore United FC (LUFC) is a volunteer organization serving youth soccer players. Our club provides one of the best opportunities to play at the Recreational, Academy, Select or Regional Program levels, as well as foster the growth and development of its members within the environment of soccer.

LUFC continuously emphasizes skill development, personal improvement, teamwork, respect, sportsmanship and commitment during our coaching sessions and the season. LUFC values and promotes continuing soccer education, fair and competitive play, leadership development, good sportsmanship and strives to generate a love for the “beautiful game”.

Lakeshore United FC (LUFC) is a division of Sheboygan Area Youth Soccer Organization, Inc. (SAYSO) Our organization is a registered 501C(3) organization, pursuant to the Internal Revenue Service code. LUFC was formed in 1985 to facilitate the youth soccer experience. It began with recreational teams and has evolved into a program consisting of over 70 recreational teams, 10 Academy teams, 21 Select teams and 3 Regional Teams. We have players from over 15 communities and our membership continues to grow. LUFC offers programs for players with all types of skill levels from preschool children to High School age. Philosophically, the club believes in creating a competitive environment that is physically and mentally challenging, while stimulating the players to reach their highest potential. We believe in developing the whole player and creating soccer players/fans for life.

In the following appendix LUFC has shared its financial information to further demonstrate the strength of the organization as well as the scale and scope of programming LUFC has developed over the years. LUFC is excited to begin the next chapter in soccer and youth sports programming for the Sheboygan Community. LUFC has fostered partnerships and sponsorships, some included below, and with the Butzen Sports Complex will be able to expand the opportunities for additional partners and use the Butzen Sports Complex to reach larger audiences.



APPENDIX A

11:36 PM
04/16/18
Accrual Basis

Lakeshore United FC Profit & Loss Prev Year Comparison January through December 2015

Ordinary Income/Expense	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Income				
Academy				
BW Drop in	178.05	0.00	178.05	100.0%
Player registrations	20,046.25	9,475.00	10,571.25	111.57%
Total Academy	20,224.30	9,475.00	10,749.30	113.45%
Big Wheel				
Clinics	2,600.00	0.00	2,600.00	100.0%
Practice	2,850.00	360.00	2,490.00	691.67%
Season 1	1,985.00	990.00	995.00	100.51%
Season 2	7,986.00	800.00	7,186.00	898.25%
Sponsorships	668.00	500.00	168.00	33.6%
Vending Machine	364.57	0.00	364.57	100.0%
Total Big Wheel	16,453.57	2,650.00	13,803.57	520.89%
Camp - GoalKeeper				
Camp - GoalKeeper	940.00	0.00	940.00	100.0%
Camp - Select Team				
Camp - Select Team	0.00	4,480.00	-4,480.00	-100.0%
Camp - Skill Master				
Camp - Skill Master	5,115.00	11,411.25	-6,296.25	-55.18%
Camp - Soccer School				
Camp - Soccer School	2,580.00	1,610.00	970.00	60.25%
Camp - UWM Elite				
Camp - UWM Elite	18,310.00	6,320.00	11,990.00	189.72%
Club General				
CC Cash Back Rewards	299.90	25.00	274.90	1,099.6%
Donations	585.66	0.00	585.66	100.0%
Reconcile with WF checking	113.52	0.00	113.52	100.0%
Club General - Other	160.00	0.00	160.00	100.0%
Total Club General	1,159.08	25.00	1,134.08	4,536.32%
Fundraising				
Donations - Misc	100.00	0.00	100.00	100.0%
Soccer Ball	6,183.00	0.00	6,183.00	100.0%
Total Fundraising	6,283.00	0.00	6,283.00	100.0%
Interest				
Interest	343.78	0.00	343.78	100.0%
Rec League				
Registration Fees	42,815.00	37,408.50	5,406.50	14.45%
Sponsorships	5,000.00	5,000.00	0.00	0.0%
Total Rec League	47,815.00	42,408.50	5,406.50	12.75%
Select League				
Rebate Great Lakes Fall Cup	0.00	700.00	-700.00	-100.0%
Referee Class Registrations	300.00	0.00	300.00	100.0%
Team Registrations	53,978.02	29,595.00	24,383.02	82.39%
Tournament Registrations	495.00	0.00	495.00	100.0%

11:36 PM
04/16/18
Accrual Basis

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Tryouts	5,440.00	6,080.00	-640.00	-10.53%
WYSA new player rebate	0.00	266.00	-266.00	-100.0%
WYSA state refunds	0.00	400.00	-400.00	-100.0%
Total Select League	60,213.02	37,041.00	23,172.02	62.56%
Tournament - Rec				
Advertising	400.00	0.00	400.00	100.0%
Concessions				
Concession Stand	3,451.77	5,746.91	-2,295.14	-39.94%
Donut Man	0.00	253.00	-253.00	-100.0%
Ice Cone Man	50.00	0.00	50.00	100.0%
Total Concessions	3,501.77	5,999.91	-2,498.14	-41.84%
Donations				
Elks Shoot - KCU	500.00	500.00	0.00	0.0%
Total Donations	500.00	500.00	0.00	0.0%
Team Registrations	7,750.00	7,353.00	397.00	5.4%
Total Tournament - Rec	12,151.77	13,852.91	-1,701.14	-12.28%
Tournament - Select Spring				
Concessions	7,215.00	0.00	7,215.00	100.0%
Donut Man	400.00	0.00	400.00	100.0%
Misc	80.00	0.00	80.00	100.0%
Sponsorships	500.00	0.00	500.00	100.0%
Team registrations	35,505.00	0.00	35,505.00	100.0%
Top Tier	750.00	0.00	750.00	100.0%
Volunteer Hours	100.00	0.00	100.00	100.0%
Total Tournament - Select Spring	44,550.00	0.00	44,550.00	100.0%
Total Income	236,139.52	129,273.66	106,864.86	82.67%
Expense				
Academy Exp				
Equipment	1,103.20	767.86	335.34	43.67%
Field Fees	945.00	615.00	330.00	53.66%
League One	489.89	288.70	200.99	69.82%
Referees	965.00	528.00	437.00	82.77%
Tournaments	3,805.00	0.00	3,805.00	100.0%
Uniforms	3,090.00	2,344.50	745.50	31.8%
WYSA - Team Registrations	1,400.00	625.00	775.00	124.0%
WYSA Player Fees	402.50	0.00	402.50	100.0%
Total Academy Exp	12,200.39	5,169.06	7,031.33	136.03%

11:36 PM
04/16/18
Accrual Basis

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Big Wheel Exp				
Advertising	249.12	0.00	249.12	100.0%
Equipment	594.05	207.08	386.97	186.87%
Improvements	1,528.84	281.57	1,247.27	442.97%
RCU	4,000.00	0.00	4,000.00	100.0%
Total Big Wheel Exp	6,372.01	488.65	5,883.36	1,204.0%
Camp - Academy Exp				
Coaches	2,000.00	0.00	2,000.00	100.0%
Total Camp - Academy Exp	2,000.00	0.00	2,000.00	100.0%
Camp - Goal Keeper Exp				
Coaches	1,000.00	0.00	1,000.00	100.0%
Total Camp - GoalKeeper Exp	1,000.00	0.00	1,000.00	100.0%
Camp - Select Team Exp				
Coaches	24,208.33	20,000.00	4,208.33	21.04%
Equipment	1,030.43	0.00	1,030.43	100.0%
Total Camp - Select Team Exp	25,238.76	20,000.00	5,238.76	26.19%
Camp - Skill Master Exp				
Coaches	3,565.00	1,000.00	2,565.00	256.5%
Equipment	320.00	0.00	320.00	100.0%
League One	254.46	62.87	191.53	304.65%
Total Camp - Skill Master Exp	4,139.46	1,062.87	3,076.53	289.46%
Camp - Soccer School Exp				
Coaches	605.00	3,720.00	-3,115.00	-83.74%
Equipment	957.56	0.00	957.56	100.0%
League One	106.43	19.68	86.75	440.8%
Shirts	348.25	0.00	348.25	100.0%
Total Camp - Soccer School Exp	2,017.24	3,739.68	-1,722.44	-46.06%
Camp - UWM Elite Exp				
Coaches	8,900.00	6,201.00	2,699.00	43.53%
League One	634.93	0.00	634.93	100.0%
T-Shirts	510.42	0.00	510.42	100.0%
Total Camp - UWM Elite Exp	10,045.35	6,201.00	3,844.35	62.0%
Club General Expense				
Admin Adm/Taxes	508.23	0.00	508.23	100.0%
Admin Equipment	0.00	352.74	-352.74	-100.0%
Admin Wages	2,828.69	1,496.81	1,331.78	88.97%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
BC Trainer	0.00	28,800.00	-28,800.00	-100.0%
BC Trainer - Housing	0.00	2,600.00	-2,600.00	-100.0%
BC Trainer Gifts	0.00	113.34	-113.34	-100.0%
DOC Add/Taxes	7,253.01	0.00	7,253.01	100.0%
DOC Apparel	425.25	3,255.31	-2,830.06	-86.94%
DOC Development	95.00	0.00	95.00	100.0%
DOC Equipment	1,166.65	0.00	1,166.65	100.0%
DOC Wages	40,727.49	0.00	40,727.49	100.0%
Financial	293.53	234.99	58.54	24.91%
Gym rental	0.00	120.00	-120.00	-100.0%
Insurance - Work Comp	730.00	0.00	730.00	100.0%
Marketing	400.00	0.00	400.00	100.0%
Meetings	972.81	96.21	876.60	911.13%
Office supplies	266.61	0.00	266.61	100.0%
Phone	1,880.08	300.00	1,380.08	460.03%
Promotional Materials	318.00	0.00	318.00	100.0%
Recognition Gifts	300.00	0.00	300.00	100.0%
Shirts	2,882.78	3,107.47	-224.69	-7.23%
Trainer	4,077.15	0.00	4,077.15	100.0%
Website	1,095.00	1,890.00	-795.00	-42.06%
Total Club General Expense	66,020.28	42,366.97	23,653.31	55.83%
Depreciation Expense	7,777.24	0.00	7,777.24	100.0%
Fundraising Exp				
Scholarships	1,072.00	0.00	1,072.00	100.0%
Soccer Ball Exp	2,292.00	0.00	2,292.00	100.0%
Total Fundraising Exp	3,364.00	0.00	3,364.00	100.0%
Rec League Exp				
Field Fees	10,830.00	9,400.00	1,430.00	15.21%
Meetings	0.00	115.25	-115.25	-100.0%
Referees				
Supplies	243.00	0.00	243.00	100.0%
Referees - Other	11,058.00	9,264.00	1,794.00	19.37%
Total Referees	11,301.00	9,264.00	2,037.00	21.99%
Shirts	4,583.20	5,082.40	-499.20	-9.82%
Team Equipment	2,054.00	2,976.60	-922.60	-31.0%
Total Rec League Exp	28,768.20	26,838.25	1,929.95	7.19%
Select League Exp				
Coach License Reimbursement	225.00	425.00	-200.00	-47.06%
Equipment	2,181.00	0.00	2,181.00	100.0%
Field Fees	3,060.00	2,855.00	405.00	15.25%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Field Lighting	4,843.21	0.00	4,843.21	100.0%
Referee Training	250.00	31.50	218.50	693.65%
Shirts	3,943.00	0.00	3,943.00	100.0%
Tournament Registrations	495.00	0.00	495.00	100.0%
Tryouts				
Food	271.98	181.88	110.10	68.01%
League One	489.06	503.07	-14.01	-2.79%
Shirts	0.00	835.28	-835.28	-100.0%
Total Tryouts	761.04	1,500.23	-739.19	-49.27%
WYSA club fees	75.00	75.00	0.00	0.0%
WYSA player fees	4,177.00	7,708.25	-3,531.25	-45.81%
WYSA team registrations	4,475.00	0.00	4,475.00	100.0%
Total Select League Exp	24,285.25	12,394.98	11,890.27	95.93%
Tournament - Rec Exp				
Bust up Dinner	176.63	165.65	10.98	6.63%
Concessions	2,537.00	2,012.44	524.56	26.07%
Garbage Removal	0.00	72.00	-72.00	-100.0%
Golf Cart	0.00	40.00	-40.00	-100.0%
Portable Toilets	199.50	0.00	199.50	100.0%
Referees	3,219.00	3,334.00	-115.00	-3.45%
Tents	335.00	285.00	70.00	26.42%
Trophies	3,393.12	3,292.95	100.17	3.04%
Total Tournament - Rec Exp	9,860.25	9,182.04	678.21	7.39%
Tournament - Select Fall Exp				
WYSA	500.00	0.00	500.00	100.0%
Total Tournament - Select Fall Exp	500.00	0.00	500.00	100.0%
Tournament - Select Spring Exp				
Admin	297.60	500.00	-202.40	-40.48%
Awards	2,163.83	0.00	2,163.83	100.0%
Concessions	2,275.65	0.00	2,275.65	100.0%
Portable toilets	259.50	0.00	259.50	100.0%
Referees	9,750.00	25.00	9,725.00	38,900.0%
Tents	630.00	0.00	630.00	100.0%
WYSA	1,910.00	0.00	1,910.00	100.0%
Total Tournament - Select Spring Exp	17,286.58	525.00	16,761.58	3,192.68%
Total Expense	220,874.95	127,968.50	92,906.45	72.6%
Net Ordinary Income	15,263.57	1,305.16	13,958.41	1,069.48%

Profit & Loss Prev Year Comparison
January through December 2015

	Jan - Dec 15	Jan - Dec 14	\$ Change	% Change
Net Income	15,263.57	1,305.16	13,958.41	1,069.48%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

Ordinary Income/Expense	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Income				
Academy				
BW Drop in	0.00	178.05	-178.05	-100.0%
Player registrations	24,383.84	20,046.25	4,317.59	21.54%
Scholarships	875.00	0.00	875.00	100.0%
Total Academy	25,238.84	20,224.30	5,014.54	24.8%
Big Wheel				
Cliries	1,487.00	2,600.00	-1,113.00	-42.81%
Practice	3,283.00	2,850.00	433.00	15.19%
Session 1	3,270.00	1,985.00	1,285.00	64.74%
Session 2	18,221.25	7,986.00	10,235.25	128.17%
Sponsorships	0.00	668.00	-668.00	-100.0%
Vending Machine	477.97	364.57	113.40	31.11%
Total Big Wheel	26,739.22	18,453.57	10,285.65	62.51%
Camp - Goal Keeper				
Camp - Skill Master	0.00	940.00	-940.00	-100.0%
Camp - Soccer School	0.00	5,115.00	-5,115.00	-100.0%
Camp - Soccer School	0.00	2,580.00	-2,580.00	-100.0%
Camp - STARS	5,284.73	0.00	5,284.73	100.0%
Camp - STARS (ELK)	1,667.36	0.00	1,667.36	100.0%
Camp - UWM Elite	19,522.24	18,310.00	1,212.24	6.62%
Club General				
CC Cash Back Rewards	239.90	299.90	-60.00	-20.01%
Donations	1,000.00	585.66	414.34	70.75%
Reconcile with WF checking	-460.00	113.52	-563.52	-496.41%
Club General - Other	0.00	160.00	-160.00	-100.0%
Total Club General	789.90	1,159.08	-369.18	-31.85%
Fundraising				
Donations - Misc	392.50	100.00	292.50	292.5%
Soccer Ball	4,728.13	6,183.00	-1,454.87	-23.53%
Total Fundraising	5,120.63	6,283.00	-1,162.37	-18.5%
Interest				
213.45	213.45	343.78	-130.33	-37.81%
Rec League				
Registration Fees	-40,166.00	42,815.00	-2,659.00	-6.21%
Sponsorships	5,000.00	5,000.00	0.00	0.0%
Total Rec League	-45,166.00	47,815.00	-2,659.00	-5.56%
Select League				
Referee Class Registrations	360.00	300.00	60.00	20.0%
Scholarships	2,937.50	0.00	2,937.50	100.0%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Team Registrations	105,708.41	53,978.02	51,730.39	95.84%
Tournament Registrations	0.00	485.00	-485.00	-100.0%
Tryouts	6,883.33	5,440.00	1,443.33	26.53%
Total Select League	115,889.24	60,213.02	55,676.22	92.47%
Tournament - Rec				
Advertising	0.00	400.00	-400.00	-100.0%
Concessions				
Concession Stand	5,724.87	3,451.77	2,273.10	65.85%
Donut Man	275.00	0.00	275.00	100.0%
Ice Cone Man	0.00	50.00	-50.00	-100.0%
Total Concessions	5,999.87	3,501.77	2,498.10	71.34%
Donations				
Elks Shoot - KCU	0.00	500.00	-500.00	-100.0%
Donations - Other	100.00	0.00	100.00	100.0%
Total Donations	100.00	500.00	-400.00	-80.0%
Shirts	701.00	0.00	701.00	100.0%
Sponsorships	600.00	0.00	600.00	100.0%
Team Registrations	7,103.00	7,750.00	-647.00	-8.35%
Total Tournament - Rec	14,503.87	12,151.77	2,352.10	19.36%
Tournament - Select Spring				
Concessions	6,931.75	7,215.00	-283.25	-3.93%
Donations	325.00	0.00	325.00	100.0%
Donut Man	455.00	400.00	55.00	13.75%
Misc	0.00	80.00	-80.00	-100.0%
Shirts	530.00	0.00	530.00	100.0%
Sponsorships	650.00	500.00	150.00	30.0%
Team registrations	32,975.00	35,505.00	-2,530.00	-7.13%
Top Tier	0.00	750.00	-750.00	-100.0%
Volunteer Hours	0.00	100.00	-100.00	-100.0%
Total Tournament - Select Spring	41,886.75	44,550.00	-2,663.25	-6.02%
Total Income	301,992.23	236,138.52	65,853.71	27.89%
Expense				
Academy Exp				
Coach shirts	140.00	0.00	140.00	100.0%
Equipment	390.00	1,103.20	-713.20	-64.65%
Field Fees	870.00	946.00	-75.00	-7.94%
League One	922.86	489.69	433.17	88.46%
Referees	814.00	965.00	-151.00	-15.65%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Tournaments	1,500.00	3,805.00	-2,305.00	-60.58%
Uniforms	3,097.50	3,090.00	7.50	0.24%
WYSA - Team Registrations	0.00	1,400.00	-1,400.00	-100.0%
WYSA Player Fees	247.25	402.50	-155.25	-38.57%
Total Academy Exp	7,981.61	12,200.39	-4,218.78	-34.58%
Big Wheel Exp				
Advertising	0.00	249.12	-249.12	-100.0%
Equipment	1,427.26	594.05	833.21	140.26%
Improvements	1,246.57	1,528.84	-282.27	-18.46%
KCU	11,000.00	4,000.00	7,000.00	175.0%
Permit	500.00	0.00	500.00	100.0%
Referees	4,710.00	0.00	4,710.00	100.0%
Supervisor	705.00	0.00	705.00	100.0%
Total Big Wheel Exp	19,588.83	6,372.01	13,216.82	207.42%
Camp - Academy Exp				
Coaches	0.00	2,000.00	-2,000.00	-100.0%
Total Camp - Academy Exp	0.00	2,000.00	-2,000.00	-100.0%
Camp - Goal Keeper Exp				
Coaches	0.00	1,000.00	-1,000.00	-100.0%
Total Camp - GoalKeeper Exp	0.00	1,000.00	-1,000.00	-100.0%
Camp - Select Team Exp				
Coaches	9,300.00	24,208.33	-14,908.33	-61.58%
Equipment	3,190.40	1,030.43	2,168.97	210.49%
Total Camp - Select Team Exp	12,490.40	25,238.76	-12,739.36	-50.48%
Camp - Skill Master Exp				
Coaches	0.00	3,565.00	-3,565.00	-100.0%
Equipment	0.00	320.00	-320.00	-100.0%
League One	0.00	254.40	-254.40	-100.0%
Total Camp - Skill Master Exp	0.00	4,139.40	-4,139.40	-100.0%
Camp - Soccer School Exp				
Coaches	0.00	605.00	-605.00	-100.0%
Equipment	0.00	957.56	-957.56	-100.0%
League One	0.00	106.43	-106.43	-100.0%
Shirts	0.00	348.25	-348.25	-100.0%
Total Camp - Soccer School Exp	0.00	2,017.24	-2,017.24	-100.0%
Camp - STARS (ELK) Exp				
Coaches	600.00	0.00	600.00	100.0%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Gift Cards	200.00	0.00	200.00	100.0%
League One	83.36	0.00	83.36	100.0%
Shirts	120.00	0.00	120.00	100.0%
Total Camp - STARS (ELK) Exp	1,003.36	0.00	1,003.36	100.0%
Camp - STARS Exp				
Coaches	1,600.00	0.00	1,600.00	100.0%
League One	234.85	0.00	234.85	100.0%
Shirts	150.00	0.00	150.00	100.0%
Total Camp - STARS Exp	1,984.85	0.00	1,984.85	100.0%
Camp - UWM Elite Exp				
Coaches	15,460.00	8,900.00	6,560.00	73.6%
League One	614.12	634.93	-20.81	-3.28%
T-Shirts	0.00	510.42	-510.42	-100.0%
Total Camp - UWM Elite Exp	16,064.12	10,045.35	6,018.77	59.92%
Club General Expense				
Admin Add/Taxes	0.00	508.23	-508.23	-100.0%
Admin Wages	10,179.91	2,828.69	7,351.22	259.88%
DOC Add/Taxes	23,489.53	7,253.01	16,236.52	223.86%
DOC Apparel	0.00	425.25	-425.25	-100.0%
DOC Development	175.00	95.00	80.00	84.21%
DOC Equipment	158.39	1,166.65	-1,008.26	-86.42%
DOC Wages	52,998.38	40,727.49	12,270.89	30.13%
Equipment - Soccer	105.03	0.00	105.03	100.0%
Financial	327.81	293.53	34.28	11.68%
Insurance - Work Comp	2,885.00	730.00	2,155.00	295.21%
Marketing	0.00	400.00	-400.00	-100.0%
Meetings	665.40	972.81	-307.41	-31.6%
Office supplies	232.21	266.81	-34.40	-12.9%
Phone	1,072.02	1,680.08	-608.06	-36.19%
Promotional Materials	2,258.25	318.00	1,938.25	609.51%
Recognition Gifts	0.00	300.00	-300.00	-100.0%
Shirts	2,033.83	2,882.78	-848.95	-29.45%
Trainer	19,809.10	4,077.15	15,731.95	385.86%
Website	1,095.00	1,095.00	0.00	0.0%
Total Club General Expense	117,482.86	66,020.28	51,462.58	77.95%
Depreciation Expense	7,777.24	7,777.24	0.00	0.0%
Fundraising Exp				
Scholarships	3,812.50	1,072.00	2,740.50	256.64%
Soccer Ball Exp	2,264.33	2,282.00	-37.67	-1.64%
Total Fundraising Exp	6,066.83	3,364.00	2,702.83	80.35%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Rec League Exp				
Field Fees	10,995.00	10,830.00	165.00	1.52%
Referees				
Supplies	81.00	243.00	-162.00	-66.67%
Referees - Other	9,732.00	11,058.00	-1,326.00	-11.99%
Total Referees	9,813.00	11,301.00	-1,488.00	-13.17%
Shirts	4,536.50	4,583.20	-46.70	-1.02%
Team Equipment	3,221.80	2,054.00	1,167.80	56.86%
Total Rec League Exp	28,586.30	28,768.20	-201.90	-0.7%
Referee Reimbursement	40.00	0.00	40.00	100.0%
Select League Exp				
Admin	22.54	0.00	22.54	100.0%
Coach License Reimbursement	37.00	225.00	-188.00	-83.56%
Equipment	4,931.37	2,181.00	2,750.37	126.11%
Field Fees	3,487.50	3,060.00	427.50	13.97%
Field Lighting	8,172.14	4,643.21	3,528.93	76.0%
League One	618.88	0.00	618.88	100.0%
Referee Training	304.00	250.00	54.00	21.6%
Referees	232.00	0.00	232.00	100.0%
Shirts	5,580.50	3,943.00	1,637.50	41.53%
Tournament Registrations	0.00	495.00	-495.00	-100.0%
Tryouts				
Food	366.52	271.98	94.54	34.76%
League One	543.40	489.06	54.34	11.11%
Total Tryouts	909.92	761.04	148.88	19.56%
WYSA club fees	75.00	75.00	0.00	0.0%
WYSA player fees	5,888.00	4,177.00	1,711.00	40.98%
WYSA team registrations	4,650.00	4,475.00	175.00	3.91%
Total Select League Exp	34,908.85	24,285.25	10,623.60	43.75%
Tournament - Rec Exp				
Admin	36.64	0.00	36.64	100.0%
Bust up Dinner	167.71	176.63	-8.92	-5.05%
Concessions	2,440.56	2,537.00	-96.44	-3.8%
Garbage Removal	73.50	0.00	73.50	100.0%
Portable Toilets	42.50	199.50	-157.00	-78.7%
Referees	2,459.00	3,219.00	-760.00	-23.61%
Tents	340.00	335.00	5.00	1.49%
Trophies	2,182.87	3,393.12	-1,210.25	-35.67%
Total Tournament - Rec Exp	7,742.78	9,860.25	-2,117.47	-21.48%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2016

	Jan - Dec 16	Jan - Dec 15	\$ Change	% Change
Tournament - Select Fall Exp				
WYSA	0.00	500.00	-500.00	-100.0%
Total Tournament - Select Fall Exp	0.00	500.00	-500.00	-100.0%
Tournament - Select Spring Exp				
Admin	1,372.00	297.60	1,074.40	361.02%
Awards	1,730.29	2,163.83	-433.54	-20.04%
Banners	142.33	0.00	142.33	100.0%
Concessions	1,981.31	2,275.65	-294.34	-12.93%
Garbage Removal	73.50	0.00	73.50	100.0%
Portable toilets	308.50	259.50	49.00	18.88%
Referees	8,662.00	9,750.00	-1,088.00	-11.16%
Tents	625.00	630.00	-5.00	-0.79%
WYSA	1,240.00	1,910.00	-670.00	-35.08%
Total Tournament - Select Spring Exp	16,134.93	17,286.58	-1,151.65	-6.66%
Total Expense	277,841.96	220,874.95	56,967.01	25.79%
Net Ordinary Income	24,150.27	15,263.57	8,886.70	58.22%
Net Income	24,150.27	15,263.57	8,886.70	58.22%

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Profit & Loss Prev Year Comparison
January through December 2017

Ordinary Income/Expense	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Income				
Academy				
Player registrations	34,565.18	24,363.84	10,201.34	41.87%
Scholarships	925.00	875.00	50.00	5.71%
Total Academy	35,490.18	25,238.84	10,251.34	40.62%
Big Wheel				
Clinics	1,686.80	1,487.00	199.80	13.44%
Practice	6,024.00	3,283.00	2,741.00	83.49%
Session 1	6,429.00	3,270.00	3,159.00	96.61%
Session 2	13,496.00	18,221.25	-4,725.25	-25.93%
Vending Machine	496.26	477.87	18.39	3.83%
Total Big Wheel	28,132.06	26,739.22	1,392.84	5.21%
Camp - Finishing/Stryker	1,442.00	0.00	1,442.00	100.0%
Camp - Goal Keeper	751.50	0.00	751.50	100.0%
Camp - STARS				
Scholarship	50.00	0.00	50.00	100.0%
Camp - STARS - Other	5,143.56	5,284.73	-141.17	-2.67%
Total Camp - STARS	5,193.56	5,284.73	-91.17	-1.73%
Camp - STARS (ELK)	0.00	1,667.36	-1,667.36	-100.0%
Camp - UWM Elite	17,890.22	19,522.24	-1,632.02	-8.36%
Clinic - GK/Finishing Fall	1,875.00	0.00	1,875.00	100.0%
Club General				
CC Cash Back Rewards	550.09	239.90	310.19	129.3%
Donations	100.00	1,000.00	-900.00	-90.0%
Reconcile with WF checking	441.97	-450.00	891.97	198.22%
Sponsorships	500.00	0.00	500.00	100.0%
Total Club General	1,592.06	789.90	802.16	101.55%
Fundraising				
Donations - Misc	280.00	392.50	-112.50	-28.66%
Soccer Ball	9,203.03	4,728.13	4,474.90	94.64%
Wave Game	290.00	0.00	290.00	100.0%
Total Fundraising	9,773.03	5,120.63	4,652.40	90.86%
Interest	315.38	213.45	101.93	47.75%
JR STARS				
Player Registrations	2,549.32	0.00	2,549.32	100.0%
Total JR STARS	2,549.32	0.00	2,549.32	100.0%
Rec League				

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Registration Fees	46,933.02	40,156.00	6,777.02	16.88%
Scholarships	40.00	0.00	40.00	100.0%
Sponsorships	5,000.00	5,000.00	0.00	0.0%
Total Rec League	51,973.02	45,156.00	6,817.02	15.1%
Select League				
Referee Class Registrations	1,220.00	360.00	860.00	238.89%
Scholarships	4,347.60	2,937.50	1,410.10	48.0%
Team Registrations	102,584.04	105,708.41	-3,124.37	-2.96%
Tryouts	7,714.23	6,883.33	830.90	12.07%
Total Select League	115,865.87	115,869.24	-23.37	-0.02%
Tournament - Rec				
Concessions				
Concession Stand	4,329.55	5,724.87	-1,395.32	-24.37%
Donut Man	309.00	275.00	34.00	12.36%
Total Concessions	4,638.55	5,999.87	-1,361.32	-22.69%
Donations	0.00	100.00	-100.00	-100.0%
Shirts	0.00	701.00	-701.00	-100.0%
Sponsorships	1,550.00	600.00	950.00	158.33%
Team Registrations	5,955.00	7,103.00	-1,148.00	-16.16%
Total Tournament - Rec	12,143.55	14,503.87	-2,360.32	-16.27%
Tournament - Select Spring				
Concessions	9,783.75	6,931.75	2,852.00	41.14%
Donations	0.00	325.00	-325.00	-100.0%
Donut Man	483.50	455.00	28.50	6.26%
Misc	95.58	0.00	95.58	100.0%
Parking	7,771.00	0.00	7,771.00	100.0%
Shirts	700.00	530.00	170.00	32.08%
Sponsorships	1,700.00	650.00	1,050.00	161.54%
Team registrations	44,609.00	32,975.00	11,634.00	35.28%
Total Tournament - Select Spring	65,142.83	41,866.75	23,276.08	55.6%
Total Income	350,129.58	301,992.23	48,137.35	15.94%
Expense				
Academy Exp				
Coach Education	400.00	0.00	400.00	100.0%
Coach shirts	0.00	140.00	-140.00	-100.0%
Equipment	1,188.44	390.00	798.44	204.73%
Field Fees	1,185.00	870.00	315.00	36.21%
League One	1,083.82	922.86	160.96	17.44%

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Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Referees	979.00	814.00	165.00	20.27%
Tournaments	0.00	1,500.00	-1,500.00	-100.0%
Uniforms	6,552.40	3,097.50	3,454.90	111.54%
WYSA - Team Registrations	2,500.00	0.00	2,500.00	100.0%
WYSA Player Fees	454.25	247.25	207.00	83.72%
Total Academy Exp	14,342.91	7,981.61	6,361.30	79.7%
Big Wheel Exp				
Advertising	244.90	0.00	244.90	100.0%
Equipment	2,803.36	1,427.26	1,376.10	96.42%
Improvements	9,088.35	1,246.57	7,841.78	629.07%
KCU	7,500.00	11,000.00	-3,500.00	-31.82%
League One	30.80	0.00	30.80	100.0%
Permit	0.00	500.00	-500.00	-100.0%
Referees	5,603.00	4,710.00	893.00	18.96%
Supervisor	1,295.00	705.00	590.00	83.69%
Total Big Wheel Exp	26,585.41	19,588.83	6,996.58	35.62%
Camp - Academy Exp				
Coaches	600.27	0.00	600.27	100.0%
Total Camp - Academy Exp	600.27	0.00	600.27	100.0%
Camp - Finishing/Stryker Exp				
Coaches	600.00	0.00	600.00	100.0%
League One	56.00	0.00	56.00	100.0%
Total Camp - Finishing/Stryker Exp	656.00	0.00	656.00	100.0%
Camp - Goalkeeper Exp				
Coaches	1,200.00	0.00	1,200.00	100.0%
League One	31.50	0.00	31.50	100.0%
Total Camp - Goalkeeper Exp	1,231.50	0.00	1,231.50	100.0%
Camp - Select Team Exp				
Coaches	6,728.98	9,300.00	-2,571.02	-27.65%
Equipment	1,031.27	3,199.40	-2,168.13	-67.77%
Total Camp - Select Team Exp	7,760.25	12,499.40	-4,739.15	-37.92%
Camp - STARS (ELK) Exp				
Coaches	1,176.32	600.00	576.32	96.05%
Gift Cards	0.00	200.00	-200.00	-100.0%
League One	0.00	83.36	-83.36	-100.0%
Shirts	0.00	120.00	-120.00	-100.0%
Total Camp - STARS (ELK) Exp	1,176.32	1,003.36	172.96	17.24%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
Camp - STARS Exp				
Coaches	1,955.30	1,800.00	355.30	22.21%
League One	242.26	234.85	7.41	3.16%
Shirts	0.00	150.00	-150.00	-100.0%
Tags	885.92	0.00	885.92	100.0%
Total Camp - STARS Exp	3,063.48	1,984.85	1,078.63	54.34%
Camp - UWM Elite Exp				
Coaches	16,120.00	15,450.00	670.00	4.34%
Equipment	234.70	0.00	234.70	100.0%
League One	684.47	614.12	70.35	11.46%
T-Shirts	667.59	0.00	667.59	100.0%
Total Camp - UWM Elite Exp	17,706.76	16,064.12	1,642.64	10.23%
Clinic - GK/Finishing Fall Exp				
Coaches	881.75	0.00	881.75	100.0%
League One	84.84	0.00	84.84	100.0%
Total Clinic - GK/Finishing Fall Exp	966.59	0.00	966.59	100.0%
Club General Expense				
Admin Equipment	410.25	0.00	410.25	100.0%
Admin Wages	12,596.59	10,179.81	2,416.88	23.74%
DOC Add/Taxes	37,782.92	23,489.53	14,293.39	60.85%
DOC Development	1,800.00	175.00	1,625.00	928.57%
DOC Equipment	0.00	158.39	-158.39	-100.0%
DOC Wages	57,970.27	52,998.38	4,971.89	9.38%
Equipment - Soccer	3,380.00	105.03	3,274.97	3,118.13%
Financial	737.30	327.81	409.49	124.92%
Insurance - Work Comp	3,834.00	2,885.00	949.00	32.89%
Meetings	1,022.07	665.40	356.67	53.6%
Office supplies	175.35	232.21	-56.86	-24.49%
Phone	1,338.74	1,072.02	266.72	24.88%
Promotional Materials	0.00	2,256.25	-2,256.25	-100.0%
Shirts	387.82	2,033.83	-1,646.01	-80.93%
Trainer	23,388.09	19,809.10	3,578.99	18.07%
Website	1,385.41	1,095.00	290.41	26.52%
Total Club General Expense	146,208.81	117,482.86	28,725.95	24.45%
Depreciation Expense				
	7,777.24	7,777.24	0.00	0.0%
Fundraising Exp				
Scholarships	5,362.60	3,812.50	1,550.10	40.66%
Soccer Ball Exp	1,516.50	2,254.33	-737.83	-32.73%
Total Fundraising Exp	6,879.10	6,066.83	812.27	13.39%

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
JR STARS (Exp)				
Equipment	1,077.09	0.00	1,077.09	100.0%
League One	114.47	0.00	114.47	100.0%
Shirts	892.50	0.00	892.50	100.0%
Total JR STARS (Exp)	2,084.06	0.00	2,084.06	100.0%
Rec League Exp				
Banners	303.08	0.00	303.08	100.0%
Field Fees	9,972.50	10,995.00	-1,022.50	-9.3%
League One	2,142.03	0.00	2,142.03	100.0%
Referee License Reimbursement	280.00	0.00	280.00	100.0%
Referees				
Supplies	204.00	81.00	123.00	151.85%
Referees - Other	8,659.00	9,732.00	-1,073.00	-11.03%
Total Referees	8,863.00	9,813.00	-950.00	-9.68%
Restrooms	255.00	0.00	255.00	100.0%
Shirts	4,166.65	4,536.50	-369.85	-8.15%
Sports Forms	1,326.00	0.00	1,326.00	100.0%
Team Equipment	3,762.00	3,221.80	540.20	16.77%
WYSA player fees	4,681.25	0.00	4,681.25	100.0%
Total Rec League Exp	35,751.51	28,566.30	7,185.21	25.15%
Referee Reimbursement	0.00	40.00	-40.00	-100.0%
Select League Exp				
Admin	0.00	22.54	-22.54	-100.0%
Banners	86.23	0.00	86.23	100.0%
Coach License Reimbursement	3,475.00	37.00	3,438.00	9,291.89%
Coaches	11,288.40	0.00	11,288.40	100.0%
Equipment	539.81	-4,931.37	-4,391.56	-89.05%
Field Fees	3,332.50	3,487.50	-155.00	-4.44%
Field Lighting	4,722.01	8,172.14	-3,450.13	-42.22%
League One	2,626.14	618.88	2,007.26	324.34%
Referee Training	620.00	304.00	316.00	103.95%
Referees	1,142.65	232.00	910.65	392.52%
Shirts	2,830.00	5,580.50	-2,750.50	-49.29%
Tryouts				
Food	230.86	366.52	-135.66	-37.01%
League One	550.70	543.40	7.30	1.34%
Shirts	5,678.20	0.00	5,678.20	100.0%
Supplies	105.34	0.00	105.34	100.0%
Total Tryouts	6,565.10	909.92	5,655.18	621.5%

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Accrual Basis

Lakeshore United FC
Profit & Loss Prev Year Comparison
January through December 2017

	Jan - Dec 17	Jan - Dec 16	\$ Change	% Change
WYSA club fees	-62.00	75.00	-137.00	-182.67%
WYSA player fees	6,509.25	5,888.00	621.25	10.55%
WYSA team registrations	6,050.00	4,650.00	1,400.00	30.11%
Total Select League Exp	49,725.09	34,908.85	14,816.24	42.44%
Tournament - Rec Exp				
Admin	141.33	36.64	104.69	285.73%
Banners	665.85	0.00	665.85	100.0%
Bust up Dinner	0.00	167.71	-167.71	-100.0%
Concessions	1,563.67	2,440.56	-876.89	-35.93%
Garbage Removal	75.50	73.50	2.00	2.72%
Portable Toilets	0.00	42.50	-42.50	-100.0%
Referees	2,084.00	2,459.00	-375.00	-15.25%
Tents	390.00	340.00	50.00	14.71%
Trophies	1,344.44	2,182.87	-838.43	-38.41%
Total Tournament - Rec Exp	6,264.79	7,742.78	-1,477.99	-19.09%
Tournament - Select Spring Exp				
Admin	2,683.67	1,372.00	1,311.67	95.6%
Awards	3,844.14	1,730.29	2,113.85	122.17%
Banners	476.44	142.33	334.11	234.74%
Concessions	2,810.43	1,981.31	829.12	41.85%
Garbage Removal	75.50	73.50	2.00	2.72%
Portable toilets	205.00	308.50	-103.50	-33.55%
Referees	14,388.95	8,862.00	5,726.95	66.12%
Tents	707.00	625.00	82.00	13.12%
WYSA	1,440.00	1,240.00	200.00	16.13%
Total Tournament - Select Spring Exp	26,631.13	16,134.93	10,496.20	65.05%
Total Expense	355,391.22	277,841.96	77,549.26	27.91%
Net Ordinary Income	-5,261.64	24,150.27	-29,411.91	-121.79%
Net Income	-5,261.64	24,150.27	-29,411.91	-121.79%

APPENDIX B

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Accrual Basis

Lakeshore United FC Balance Sheet Prev Year Comparison As of December 31, 2015

	Dec 31, 15	Dec 31, 14	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CDs				
KCU 010 - 4/15 .05%	17,881.96	17,873.02	8.94	0.05%
KCU 820 - 6/16/17 .35%	19,489.13	19,421.06	68.07	0.35%
WF - 3/260 - 2/22/17 .01%6mo	28,252.10	28,210.80	41.30	0.15%
WIB&T 487 - 12/8/17 .8%3yr	16,394.59	16,264.83	129.76	0.8%
WIB&T 612 - 8/17/17 .35%6mo	21,561.81	21,466.79	95.02	0.44%
Total CDs	103,579.59	103,236.50	343.09	0.33%
Checking-KCU (Club Fundraising)	300.00	300.00	0.00	0.0%
Checking - LUFC	14,182.11	17,087.38	-2,905.27	-17.0%
Savings - WF .03%	2,305.33	2,304.64	0.69	0.03%
Total Checking/Savings	120,367.03	122,928.52	-2,561.49	-2.08%
Total Current Assets	120,367.03	122,928.52	-2,561.49	-2.08%
Fixed Assets				
Equipment - Major Asset				
Banners				
Accumulated Depreciation	-248.70	0.00	-248.70	-100.0%
Cost	746.10	0.00	746.10	100.0%
Total Banners	497.40	0.00	497.40	100.0%
Floor - Futsal				
Accumulated Depreciation	-5,799.07	0.00	-5,799.07	-100.0%
Cost	40,593.50	20,000.00	20,593.50	102.97%
Total Floor - Futsal	34,794.43	20,000.00	14,794.43	73.97%
Goals - Futsal				
Accumulated Depreciation	-308.57	0.00	-308.57	-100.0%
Cost	2,160.00	2,160.00	0.00	0.0%
Total Goals - Futsal	1,851.43	2,160.00	-308.57	-14.29%
Tents				
Accumulated Depreciation	-1,420.90	0.00	-1,420.90	-100.0%
Cost	4,262.70	0.00	4,262.70	100.0%
Total Tents	2,841.80	0.00	2,841.80	100.0%
Total Equipment - Major Asset	39,985.06	22,160.00	17,825.06	80.44%
Total Fixed Assets	39,985.06	22,160.00	17,825.06	80.44%

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2015

	<u>Dec 31, 15</u>	<u>Dec 31, 14</u>	<u>\$ Change</u>	<u>% Change</u>
TOTAL ASSETS	<u>160,352.09</u>	<u>145,088.52</u>	<u>15,263.57</u>	<u>10.52%</u>
LIABILITIES & EQUITY				
Equity				
Opening Balance Equity	143,783.36	143,783.36	0.00	0.0%
Unrestricted Net Assets	1,305.16	0.00	1,305.16	100.0%
Net Income	<u>15,263.57</u>	<u>1,205.16</u>	<u>13,958.41</u>	<u>1,069.48%</u>
Total Equity	<u>160,352.09</u>	<u>145,088.52</u>	<u>15,263.57</u>	<u>10.52%</u>
TOTAL LIABILITIES & EQUITY	<u>160,352.09</u>	<u>145,088.52</u>	<u>15,263.57</u>	<u>10.52%</u>

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2016

	Dec 31, 16	Dec 31, 15	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CDs				
KCU 010 - 4/15 .05%	0.00	17,881.96	-17,881.96	-100.0%
KCU 820 - 6/16/17 .35%	19,489.13	19,489.13	0.00	0.0%
WF - 3260 - 2/22/17 .01%6mo	28,271.94	28,252.10	19.84	0.07%
WI B&T 487 - 12/8/17 .8%3yr	16,525.77	16,394.59	131.18	0.8%
WI B&T 612 - 8/17/17 .35%6mo	21,623.05	21,561.81	61.24	0.28%
Total CDs	85,909.89	103,579.59	-17,669.70	-17.06%
Checking-KCU (Club Fundraising)	100.00	300.00	-200.00	-66.67%
Checking - LUFC	63,978.63	14,182.11	49,796.52	351.12%
Savings - WF .03%	2,306.02	2,305.33	0.69	0.03%
Total Checking/Savings	152,294.54	120,267.03	31,927.51	26.53%
Total Current Assets	152,294.54	120,267.03	31,927.51	26.53%
Fixed Assets				
Equipment - Major Asset				
Banners				
Accumulated Depreciation	-497.40	-248.70	-248.70	-100.0%
Cost	746.10	746.10	0.00	0.0%
Total Banners	248.70	497.40	-248.70	-50.0%
Floor - Futsal				
Accumulated Depreciation	-11,598.14	-5,799.07	-5,799.07	-100.0%
Cost	40,593.50	40,593.50	0.00	0.0%
Total Floor - Futsal	28,995.36	34,794.43	-5,799.07	-16.67%
Goals - Futsal				
Accumulated Depreciation	-617.14	-308.57	-308.57	-100.0%
Cost	2,160.00	2,160.00	0.00	0.0%
Total Goals - Futsal	1,542.86	1,851.43	-308.57	-16.67%
Tents				
Accumulated Depreciation	-2,841.80	-1,420.90	-1,420.90	-100.0%
Cost	4,262.70	4,262.70	0.00	0.0%
Total Tents	1,420.90	2,841.80	-1,420.90	-50.0%
Total Equipment - Major Asset	32,207.82	39,985.06	-7,777.24	-19.45%
Total Fixed Assets	32,207.82	39,985.06	-7,777.24	-19.45%

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2016

	<u>Dec 31, 16</u>	<u>Dec 31, 15</u>	<u>\$ Change</u>	<u>% Change</u>
TOTAL ASSETS	<u>184,502.36</u>	<u>160,352.09</u>	<u>24,150.27</u>	<u>15.06%</u>
LIABILITIES & EQUITY				
Equity				
Opening Balance Equity	143,783.36	143,783.36	0.00	0.0%
Unrestricted Net Assets	18,588.73	1,305.16	15,263.57	1,169.48%
Net Income	<u>24,150.27</u>	<u>15,263.57</u>	<u>8,886.70</u>	<u>58.22%</u>
Total Equity	<u>184,502.36</u>	<u>160,352.09</u>	<u>24,150.27</u>	<u>15.06%</u>
TOTAL LIABILITIES & EQUITY	<u>184,502.36</u>	<u>160,352.09</u>	<u>24,150.27</u>	<u>15.06%</u>

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2017

	Dec 31, 17	Dec 31, 16	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
CDs				
BankFirst 6702 - 4/10/18 1.9%/6mo	25,000.00	0.00	25,000.00	100.0%
KCU 6000 - 5/22/18 1.4%/11mo	50,000.00	0.00	50,000.00	100.0%
KCU 6000 - 7/18/18 1.4%/11mo	25,000.00	0.00	25,000.00	100.0%
KCU 6000 - 7/25/18 1.4%/11mo	25,000.00	0.00	25,000.00	100.0%
KCU 820 - 6/16/17 .35%	0.00	19,489.13	-19,489.13	-100.0%
WF - 3260 - 2/22/17 0.1%/6mo	0.00	28,271.94	-28,271.94	-100.0%
WI B&T 487 - 12/8/17 .8%/3yr	0.00	16,525.77	-16,525.77	-100.0%
WI B&T 612 - 8/17/17 .35%/6mo	0.00	21,623.05	-21,623.05	-100.0%
Total CDs	125,000.00	85,909.89	39,090.11	45.5%
Checking-KCU(Club Fundraising)	100.00	100.00	0.00	0.0%
Checking - LUFC	27,403.42	63,978.63	-36,575.21	-57.17%
Savings - WF .03%	2,306.72	2,306.02	0.70	0.03%
Total Checking/Savings	154,810.14	152,294.54	2,515.60	1.65%
Total Current Assets	154,810.14	152,294.54	2,515.60	1.65%
Fixed Assets				
Equipment - Major Asset				
Banners				
Accumulated Depreciation	-746.10	-497.40	-248.70	-50.0%
Cost	746.10	746.10	0.00	0.0%
Total Banners	0.00	248.70	-248.70	-100.0%
Floor - Futsal				
Accumulated Depreciation	-17,397.21	-11,598.14	-5,799.07	-50.0%
Cost	40,593.50	40,593.50	0.00	0.0%
Total Floor - Futsal	23,196.29	28,995.36	-5,799.07	-20.0%
Goals - Futsal				
Accumulated Depreciation	-925.71	-617.14	-308.57	-50.0%
Cost	2,160.00	2,160.00	0.00	0.0%
Total Goals - Futsal	1,234.29	1,542.86	-308.57	-20.0%
Tents				
Accumulated Depreciation	-4,262.70	-2,841.80	-1,420.90	-50.0%
Cost	4,262.70	4,262.70	0.00	0.0%
Total Tents	0.00	1,420.90	-1,420.90	-100.0%
Total Equipment - Major Asset	24,430.58	32,207.82	-7,777.24	-24.15%

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Accrual Basis

Lakeshore United FC
Balance Sheet Prev Year Comparison
As of December 31, 2017

	<u>Dec 31, 17</u>	<u>Dec 31, 16</u>	<u>\$ Change</u>	<u>% Change</u>
Total Fixed Assets	<u>24,430.58</u>	<u>32,207.82</u>	<u>-7,777.24</u>	<u>-24.15%</u>
TOTAL ASSETS	<u>179,240.72</u>	<u>184,502.36</u>	<u>-5,261.64</u>	<u>-2.85%</u>
LIABILITIES & EQUITY				
Equity				
Opening Balance Equity	143,783.36	143,783.36	0.00	0.0%
Unrestricted Net Assets	40,719.00	16,568.73	24,150.27	145.76%
Net Income	<u>-5,261.64</u>	<u>24,150.27</u>	<u>-29,411.91</u>	<u>-121.79%</u>
Total Equity	<u>179,240.72</u>	<u>184,502.36</u>	<u>-5,261.64</u>	<u>-2.85%</u>
TOTAL LIABILITIES & EQUITY	<u>179,240.72</u>	<u>184,502.36</u>	<u>-5,261.64</u>	<u>-2.85%</u>

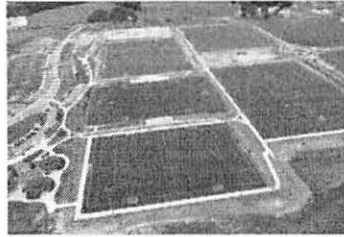
APPENDIX C

DESTINATION O'FALLON

How an Illinois City Became a Hot Spot for Recreational Tourism

ARTICLE | Feb 27, 2018

Soccer fields at the O'Fallon Family Sports
O'Fallon, Illinois.



Park. Photo provided by

By Walter Denton and Grant Litteken

Walter Denton, ICMA-CM, is city administrator, and Grant Litteken is assistant to the city administrator, O'Fallon, Illinois

Promoting tourism is easy for some communities. Oceans, mountains, and historic landmarks have their own natural appeal. How do local governments attract visitors without these types of attractions?

The city of O'Fallon, Illinois (a St. Louis suburb with 30,400 population), used its central location and high-quality-of-life ethic to create an economic development engine built around recreational tourism. Each year, thousands of soccer, baseball, softball, and lacrosse teams travel to O'Fallon to compete in regional and national tournaments.

The players on those teams, along with their parents and sometimes extended families, stay in O'Fallon hotels, eat in O'Fallon restaurants, and shop in O'Fallon stores. Economic impact studies estimate that families staying overnight in O'Fallon spend an average of \$136 per day, which translates into \$5.1 million in economic impact each year.

O'Fallon plans to double that total impact with the completion of "Destination O'Fallon." The city launched this in 2016, its most ambitious project to date. It is an economic development initiative that is an investment in the community and intended to spur economic growth, to support youth and families in a truly positive way, and to help the city realize its vision for a successful and prosperous community.

Destination O'Fallon included a number of projects and community-wide investments intended to make it a national destination. Two of the largest projects include a state-of-the-art, multi-sports complex in O'Fallon's existing Family Sports Park and a new multi-purpose community plaza in the heart of downtown.

Finding Funding

Proposing a progressive idea without a way to pay for it is a death sentence for any project. So, first and foremost, the city had to find a funding source for its vision.

Any effort to raise funds through property tax would surely be followed by city leaders being chased out of town. This is especially true in Illinois, which has the second highest property taxes in the country—nearly double the national average.

An increase in sales tax could cause a decrease in retail growth and would be a counterproductive economic development strategy. O'Fallon leaders knew the importance of reinvesting in the growth of the community and quickly concluded that most traditional funding sources would be prohibitive, besides one: the hotel occupancy tax.

The idea was not revolutionary, but it was bold. The city asked hotels to support a 4 percent increase in the hotel operators' occupation tax, which is a tax on overnight hotel bookings. The logic for this tax was based on the premise that the money collected would be used to promote economic development.

Economic development, in turn, would result in additional business for the hotel and lodging industry. Economic development that increases hotel use and lodging plus attracts visitors to a community is tourism.

When the foundation of this tourism rests upon parks, recreation, and sports, it is "recreational tourism." O'Fallon's local hotels recognized the potential and supported the project.

Increasing the Hotel/Motel Tax

In November 2016, councilmembers voted to increase O'Fallon's hotel occupancy tax rate from 5 percent to 9 percent to cover payment of multiple construction projects for the comprehensive plan's outline, which has the goal of attracting more visitors and businesses.

The plan was full-circle economic development, using hotel tax revenue from out-of-town visitors to fund economic development infrastructure, which results in higher use of hotels. Prior to Destination O'Fallon, hotel use in O'Fallon was approximately 163,000 room stays per year, resulting in approximately \$16.3 million revenue for hotels. The 5 percent hotel/motel tax meant \$815,000 in tax revenue for the city.

These figures are based on the average for a night's stay at \$100, before taxes and fees, an amount typical for O'Fallon hotels. By increasing the tax, the city stood to gain an additional \$652,000 in tax revenue annually. The city used this additional revenue to fund the \$9.5 million bond needed to pay for the project.

The city also budgeted and structured the finances conservatively, basing the increased revenue on only the increase of the tax rate and not on an increase in hotel room usage. Any growth in hotel usage would result in further increased revenue that would not be earmarked for retiring debt. In other words, more heads in beds means more revenue for city use.

A New Family Sports Park

The most impactful project would be in the O'Fallon Family Sports Park. The city proposed to convert its existing natural grass soccer fields into eight all-weather, state-of-the-art, multisport fields that could host soccer tournaments as well as many other sports, showcases, and events.

With an anticipated 2,000 games to be played on each of these fields every year, the city needed a playing surface that could withstand both wear and water. A natural grass field could not stand up to this level of play.

The durability of fields was also important for attracting tournaments to the area. A resilient playing surface is essential as no one wants to travel three to five hours to a tournament that might get rained out or cancelled due to weather conditions.

As with anything, higher quality costs more money. The city knew it would have to make a significant investment to ensure its place as a competitive market for large tournaments.

Early estimates for improvements to the sports park presented a budget of \$13 million and a build schedule of 16 months—a budget and timeline that nearly stopped the project dead in its tracks. City staff went back to the drawing table, and this time invited a local construction firm to reprogram the project scope, approach, and delivery system so that the project could be completed and usable in less than nine months and within the \$9.5 million budget.

An accelerated construction schedule and reduced construction costs were accomplished with unique techniques implemented by the construction firm and O'Fallon's parks and recreation staff. Reduction of the budget and schedule were accomplished by implementing a field design that minimized drainage, grading, and soil stabilization and used a cooperative purchasing program through the National Joint Powers Alliance (NJPA).

Purchasing through NJPA allowed O'Fallon to purchase the fields and LED lighting at a significant savings. The savings, estimated at approximately \$800,000, provided enough budget room not only to complete the project within budget but also to allow for an additional field to be added.

NJPA's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies, while also streamlining the required purchasing process. As a national, municipal contracting agency, NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. Joint-powers laws enable members to legally purchase through the organization's awarded contracts.

In addition to cooperative purchasing, the city used two traditional bid packages for restroom facilities and support infrastructure. This was done to complete the scope of the field construction in 89 days and construction of the entire complex in less than six months, which included nearly two miles of walking paths and more than 650 new parking spaces.

Most importantly, the project was completed within budget, at \$9.3 million.

On September 15, 2017, the city reopened the sports park, featuring eight synthetic, all-weather turf fields with LED lighting. Residents kicked a soccer goal instead of the traditional ribbon cutting.

The city anticipates 10 tournaments in the first year, with more than 150 teams participating in each tournament. The city is preparing to conduct an economic impact analysis of the new development, but early evaluations have estimated that the economic impact of the family sports park could double from \$5.1 million to more than \$10 million each year.

In addition to the profound economic impact and attraction of large tournaments, the new fields will be used for more than 200 local youth soccer league games and at least 300 practices by local soccer teams and clubs.

Turning Attention to the Downtown Area

Once the fields and the sports park were complete, the city turned to creating a new destination in its historic downtown.

While a good problem to have, O'Fallon's convenient location and interstate access prevent many visitors from experiencing the entire community. Downtown O'Fallon is vibrant and distinctive, but a visiting family might spend an entire weekend in O'Fallon—all within one mile of the Interstate—playing in soccer games, sleeping in a hotel, eating, and shopping, without knowing of the existence of downtown O'Fallon.

It would take something special to get them to travel off the beaten path, and visit the heart of the community.

City leaders looked at successful downtowns like Lexington, Kentucky, and Kirkwood, Missouri, and each had one distinguishable asset: a central gathering space that could host events, farmers markets, performances, and much more.

Along with the sports complex improvements, O'Fallon set out to build a downtown plaza as a central gathering spot. When complete, it will attract residents and visitors to its location, and therefore grow this part of O'Fallon into another destination.

The intent is that the plaza will provide a destination that works in unison with the sports tournaments and other already established attractions. At the time this article was written, O'Fallon was still in the design phase to navigate the challenges of building a multiuse pavilion in a downtown setting: parking, impact on nearby residents, railroad tracks, and one inconveniently located high-pressure gas main.

Despite the challenges, the city continues to press forward on improving its eclectic heart and core and expects the new plaza to be complete in 2018.

Support Pivotal to Success

No project of this magnitude can be done in a vacuum. O'Fallon was only able to complete these projects due to the great support and assistance from many individuals and organizations.

A great deal of thanks is owed to current and past mayors, current and former councilmembers, city staff, and contractors who helped make this a successful project that saved \$800,000 in project costs. All this without losing any playing time for regional and national tournaments.

Walter Denton, ICMA-CM, is city administrator, and Grant Litteken is assistant to the city administrator, O'Fallon, Illinois (wdenton@ofallon.org; glitteken@ofallon.org).

Sports spectacular

Athletic events drive visitors and tourism spending throughout the New North

Jeff Pistone knew he was onto something the first time he approached an area volleyball club with the idea of building additional courts for the Fox Valley region.

Not only were they enthusiastic, the club was willing to sign a long-term deal for practices and tournaments at the new facility – and Pistone and his partners had not yet broken ground on what is now Lake Park Sportzone, an indoor sports complex in Menasha.

“That reaction sort of solidified the business plan for us,” Pistone says. “We knew there was a need, we just didn’t know how intense it was.”

Pistone and his partner officially opened Lake Park Sportzone in February, and already they are seeing high demand for the space by area volleyball and basketball leagues and tournaments. One tournament sold out in 24 hours after it was announced it was moving to the new facility.

The upcoming fall and winter calendar is filling fast, with tournaments already booked from



From October thru April each year, players, coaches and fans can be found in gyms across Northeast Wisconsin for basketball and volleyball tournaments. A recent study found that with more floor space, the region could attract additional tournaments.

December through May. Many weekends feature multiple basketball or volleyball tournaments, each bringing between 400 and 800 people into the Fox Cities.

“It’s a recurring complaint there

aren’t enough wood floors in this region to support the tournament opportunities that are out there,” Pistone says.

Nationwide, sports-related tourism, from major events such as the Super Bowl to youth sports tournaments such as those held at Lake Park Sportzone and other facilities, represents more than \$9 billion in economic activity.

Many communities are putting together specific strategies to capture a larger share of that growing market. Northeast Wisconsin is no exception.

“The industry has grown rapidly

The 2015 PGA is expected to draw 225,000 to Kohler’s Whistling Straits in Sheboygan Aug. 10-16 — and another 500 million TV viewers worldwide. See “Dynamic Drive,” page 22.

and every community wants to put itself in a position to capture as much as possible," says Matt Ten Haken, director of sports marketing for the Fox Cities Convention & Visitors Bureau.

Northeast Wisconsin does well when it comes to tourism in general and sports tourism specifically. Direct visitor spending topped \$11 billion in Wisconsin in 2014, an increase of 5.3 percent from the previous year, according to the latest statistics released by the Wisconsin Department of Tourism. Northeast Wisconsin's share of that was \$2.4 billion.

Determining just how much of that spending is sports-related is a bit less clear. Some events are easier to tie specific dollar values to than others.

Certainly, when you think of sports and Northeast Wisconsin, the Green Bay Packers come to mind. A study from 2010 found that game day spending exceeds \$13.5 million,

"The industry has grown rapidly and every community wants to put itself in a position to capture as much as possible. There are a number of communities just like us who want a piece of that exponential growth."

— Matt Ten Haken, director of sports marketing for the Fox Cities Convention & Visitors Bureau



Brad Toll

says Brad Toll, executive director of the Green Bay Convention and Visitors Bureau.

Plus, there is the incalculable value of having the community

showcased during the broadcast of home games.


"Green Bay is a city that literally has world-wide recognition thanks to our famous sports team," Toll says.

"A winning team is also very helpful as it adds to the number of nationally televised games each year and that puts our community in front of an audience of millions on a regular basis throughout the season, something we could not do with our marketing budget."

But the economics extend well past the Packers.

The Fox Cities will host the U.S. Youth Soccer Region II Championships this month, featuring 216 of the best teams from the Midwest playing in Appleton and De Pere. *[continued]*

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SPORTS TOURISM

The event is expected to draw more than 3,500 players and up to 12,000 spectators as teams from 14 states travel to Wisconsin to compete.

Regionally, that's expected to translate into more than 12,000 nights of hotel bookings and \$6.5 million in visitor spending. This is the third time since 2006 the Fox Cities have hosted the event.

Three factors have helped distinguish the Fox Cities from sites in the 14 states of Region II: quality facilities, an active and qualified volunteer base and the welcoming nature of the area, says Peter Mariahazy, director of technology and human resources at Modern Business Machines in Appleton and president of Wisconsin Youth Soccer.

"One thing we consistently hear from the teams and fans that come is how warm and welcoming the people here are," Mariahazy says. "We work

really hard to enhance the experience so teams feel it's more than a tournament, but a championship."

The Region II Championships are part of the U.S. Youth Soccer National Championship series.

Additionally, the Fox Cities region will again host the Division III College World Series and the Wisconsin high school baseball championships, while Green Bay played host to the high school girls' basketball tournament. Each brings visitors — and revenue — from outside the community.

During the course of the year, there are hundreds of youth baseball, volleyball, basketball, lacrosse, hockey and soccer tournaments of various sizes throughout the region. Throw in the marathons and hunting and fishing, and it's a big marketplace to tap into.

Ten Haken says that of the estimated \$11 million in sports-tourism spending in the Fox Cities, as much as 90 percent of it is related to youth sports and tournaments.

And there is an opportunity for more.

A study prepared for the Fox Cities CVB by the Huddle Up Group in 2014 found the area was missing out on opportunities to attract additional events to the region because of a lack of facilities, particularly hard court surfaces for basketball and volleyball.

The Green Bay area faces a similar challenge, Toll says.

"Our region could use additional facilities," Toll says. "Our dream is to someday have the old Brown County Arena and ShopKo Hall (a part of the Brown County Veterans Memorial Complex) turned into one large contiguous building that could hold these types of sporting events as well as large expositions and tradeshows."

HUG recommended a plan of action for the Fox Cities area that included using an increase in the hotel-bed tax to finance the development of additional facilities. Ten Haken says the CVB is still evaluating the

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MARK L. SHANK

The Fox Cities will host the U.S. Youth Soccer Region II Championships this month. The tournament will feature more than 200 teams from the Midwest and is expected to generate \$6.5 million in visitor spending.

recommendations and hopes to have a plan to present to the communities involved later this year.

Even with the addition of Lake Park Sportzone, there is a need for expanded and updated facilities in order to remain competitive in the marketplace. In addition to courts for basketball and volleyball, there is a need for additional ice to support hockey and figure skating as well as outdoor turf facilities that would support soccer, rugby and lacrosse.

"We need to look at what's feasible and what the schedules and demand really are," Ten Haken says. "We want to make sure we remain competitive."

All that pent-up demand has Pistone thinking about growth opportunities. He has the property to nearly triple the size of Lake Park Sportzone if needed. Just doubling the courts he has now would make his facility the largest volleyball complex in Wisconsin.

"We wanted to start smaller to make sure we could fill the space," Pistone says. "If the economics work - and I'm not sure about the tournaments yet - we've got space." ☺

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CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the purchase of approximately 0.83 acres (land and building located on the northern portion of 1211 North 23rd Street) for future use by the City.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: May 8, 2018

MEETING DATE: May 15, 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: In April, the Finance and Personnel Committee reviewed the below information and voted to recommend the Common Council approve the purchase the property. At the request of city staff, the Common Council filed R.C. No. 324-17-18 at their April 16 meeting, due to requested changes to documents by Sheboygan County officials.

City staff has reviewed the changes as requested by the current property owner, Sheboygan County and is supportive of finalizing the terms of the sale of the 0.83 acre property located at 1211 North 23rd Street.

The city has an interest in purchasing “chimney” parcel which is directly east of the adjacent Police Station at a price of \$60,000. On the parcel, a structure exists – a salt storage building.

The property is available for purchase as the County is completing the construction of a consolidated Highway Department complex in another community. The remainder of the 1211 North 23rd Street property will be sold by Sheboygan County to Acquisition Group, LLC.

STAFF COMMENTS: Attached is an Offer to Purchase for the “chimney” parcel.

The source of funds for this unbudgeted purchase is the Capital Projects Fund. The Fund has a fund balance amount of \$2,874,426.

The city has obtained an easement from Acquisition Group, LLC as part of the real estate transaction to allow for a secondary (southern) vehicular access from the Police Station's customer parking lot.

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 18-18-19 authorizing the purchase of approximately 0.83 acres (land and building) located on the northern portion of 1211 North 23rd Street for future use by the city.

ATTACHMENTS:

- I. Res. No. 18-18-19
- II. Amendment to Offer to Purchase

III

Other Matters

8.3

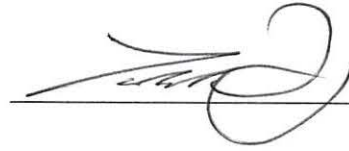
Res. No. 18 - 18 - 19. By Alderpersons Rindfleisch and Bohren. May 7, 2018.

A RESOLUTION authorizing the purchase of approximately .83 acres (land and building located on the northern portion of 1211 North 23rd Street) for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Attachment to Amendment to Offer to Purchase between 2017 Acquisition Group, LLC and Sheboygan County, in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

Public Works



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated May 26, 2017 , and accepted June 6, 2017 * , for
2 the purchase and sale of real estate at 1211 North 23rd Street, Sheboygan, WI 53081

3 _____, Wisconsin as follows:

4 Closing date is changed from _____, to _____.

5 Purchase price is changed from \$ _____ to \$ _____.

6 Other: * and as amended September 27, 2017 and January 12, 2018.

7 _____

8 SEE ATTACHMENT.

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 The attached _____ is/are made part of this Amendment.

29 **ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.**

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party

31 offering the Amendment on or before _____ (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided

33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**

35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by Attorney Carl K. Buesing, Sheboygan County Corporation Counsel on 4/18/2018

37 _____ Licensee and Firm ▲ _____ Date ▲

38 This Amendment was presented by _____ on _____

39 2017 ACQUISITION GROUP, LLC Licensee and Firm ▲ SHEBOYGAN COUNTY Date ▲

40 (x) _____ (x) _____

41 Buyer's Signature ▲ _____ Date ▲ Seller's Signature ▲ _____ Date ▲

42 Print name ▶ By: J. Price, Member Print name ▶ By: Adam N. Payne, County Administrator

43 _____

44 Buyer's Signature ▲ _____ Date ▲ Seller's Signature ▲ _____ Date ▲

45 Print name ▶ By: Darrell Hofland, City Administrator Print name ▶ _____

46 This Amendment was rejected _____

47 _____ Party Initials ▲ _____ Date ▲ _____ Party Initials ▲ _____ Date ▲

**ATTACHMENT TO
AMENDMENT TO OFFER TO PURCHASE**

Preliminary Recitals

WHEREAS, by Offer to Purchase accepted on June 6, 2017, 2017 Acquisition Group, LLC (hereafter "the Group") agreed to purchase and Sheboygan County (hereafter "the County") agreed to sell a certain parcel of real estate located at 1211 North 23rd Street, Sheboygan, Wisconsin; and

WHEREAS, the agreement was modified by WB-40 Amendments dated September 27, 2017 and January 12, 2018; and

WHEREAS, the Group's due diligence period has lapsed, and the closing is to be scheduled "not before September 20, 2018", except by mutual agreement; and

WHEREAS, the City of Sheboygan, a Wisconsin municipal corporation, (hereafter "the City") has indicated to the Group that it wishes to purchase a portion of the subject real estate and the Group and the City have no objections to allowing the City to purchase the portion, provided the City, the County, and the Group are able to come to an accord on the agreed terms and conditions upon which the transaction can take place as to both portions of the subject real estate.

Agreement

NOW, THEREFORE, it is agreed between the Group and the County, that the Offer to Purchase dated May 26, 2017, and accepted on June 6, 2017 as subsequently amended on September 21, 2017, and January 12, 2018 is amended to add the City as an additional party is further amended as follows:

1. Lines 4-5 and paragraph 1 of the Addendum is amended to provide that the Property at 1211 North 23rd Street, in the City of Sheboygan, Sheboygan County, Wisconsin, shall mean two parcels, one to be known as the "Main Parcel" in this Agreement, and the other to know known as the "Chimney Parcel" in this Agreement.

2. Line 8 is amended to provide that the Purchase Price is \$1,340,000.00 to be paid by the Group to the County for the Main Parcel and \$60,000.00 to be paid by the City to the County for the Chimney Parcel.

3. Line 10 is amended to provide that the Earnest Money is only to be credited to the Group's parcel purchase as provided therein.

4. Line 20 is amended to provide that at such time after the City has terminated its separate lease with the Group for the Main Parcel, the County may, at its sole discretion, remove from the former Highway Department Building on the Main Parcel three (3) boilers and one (1) generator and any other fixtures as the County and the Group may agree.

Any removal would only be with the consent of the Group. The Group is not obligated to maintain these items in any condition. The County shall pay all expenses for the removal of these items and for any necessary repairs resulting from their removal.

5. Lines 38-49 are amended to provide the following contact information for the City:

City of Sheboygan
c/o Mr. Darrell Hofland, City Administrator
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081
Email: Darrell.Hofland@sheboyganwi.gov

6. Lines 340-371 and paragraph 8 of the Addendum are amended to reflect that the Group and the City accept the condition of title and the title insurance commitment, including the limitations therein as set forth in the letter from Sheboygan County Corporation Counsel Carl K. Buesing to the Group's attorney dated January 28, 2018, and subject to paragraph 9 hereafter.

7. The access easement in favor of the City as identified in the title insurance commitment along the South lot line of the Main Parcel (the "Existing Easement") shall be relocated to the North line of the Main Parcel in such location as mutually acceptable to the City and the Group (the "Relocated Easement") as part of the survey map that may be required to create the Main Parcel and the Chimney Parcel. The County shall incorporate such relocation in the deeds of title to be given to the Group and the City. The Relocated Easement shall be nonexclusive. In addition, the owner of the Main Parcel shall have no obligation to maintain, repair or improve any portion of the roadway located on the Relocated Easement. Upon the effective date of the Relocated Easement, the City shall have no further rights in the Existing Easement.

8. Paragraph 10 of the Addendum is amended to provide that a registered surveyor shall prepare a survey map as may be required to create the Main Parcel and the Chimney Parcel and to reflect the relocation of the easement referred to in paragraph 7. The survey shall be completed and approved by the Group, the City, and the County no later than May 15, 2018.

9. Paragraph 8 of the Addendum is further amended to reflect that the County will provide and shall pay the entire premium for the title insurance for the Main Parcel to the Group and the Chimney Parcel to the City, except that if the title company charges more to the County for the issuance of two policies for the two parcels, then it would have for one parcel, any additional insurance cost will be borne by the City.

10. Paragraph 10 of the Addendum is amended to reflect that closing shall be on Tuesday, May 22, 2018 at 9:00am, unless the parties agree to a different closing date.

11. Paragraph 14 of the Addendum is amended to reflect that:

(a) The County shall pay the cost of preparing the deeds.

(b) The Group and the City will each pay the cost to record the respective deed given to each of them.

(c) The County shall pay for the title insurance premiums except as previously noted in paragraph 9., above, and the Group and the City will each be responsible to pay for any other endorsements that they may require.

(d) The County, the Group and the City will each pay one-third (1/3) of any closing fee charged by the Title Company.

(e) The County shall pay any transfer fees or cost arising by reason of the transfer of the parcels.

(f) The City shall pay any costs associated with the survey requirements to create the Main Parcel and the Chimney Parcel and the relocating of the easements as described in paragraphs 7 and 8, above, and for any approvals required therefrom. The County shall tender the services of the County Surveyor to facilitate these requirements.

(g) The City shall pay any costs associated with extinguishing the easement described in paragraph 7, above, and recording of any relocation of the easement.

12. The Group and the City waive any other contingencies not otherwise addressed in this Addendum.

13. The County makes no warranties as to the conditions of the Property or the structural or mechanical components therein. The Chimney Parcel is being purchased by the City in an "AS IS" condition. The City has fully inspected, will fully inspect, or will have the opportunity to fully inspect the Property and accepts it in an "AS IS" condition.

14. The City expressly is not relying upon any determinations or contingencies waivers that the Group made when the Chimney Parcel was part of the original parcel that the Group was purchasing.

15. In all other respects, the terms Buyer as set forth in all prior documents shall mean the Group and the City.

16. This Amendment is contingent upon approval of the Sheboygan City Council by no later than May 21, 2018.

THE GROUP:

2017 Acquisition Group, LLC

By: _____
Jack Price, Member

Dated: _____, 2018.

THE COUNTY:

SHEBOYGAN COUNTY

By: _____
Adam N. Payne, County Administrator

Dated: _____, 2018.

THE CITY:

CITY OF SHEBOYGAN

By: _____
Darrell Hofland, City Administrator

Dated: _____, 2018.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ May 26, 2017 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, 2017 Acquisition Group, LLC or assigns
4 _____, offers to purchase the Property known as [Street Address] 1211 North 23rd
5 **Street (Tax Key No. 59281206680)** in the City
6 of Sheboygan, County of Sheboygan, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ **PURCHASE PRICE:** One Million Four Hundred Thousand and 00/100
9 _____ Dollars (\$ 1,400,000.00).
10 ■ **EARNEST MONEY** of \$ 50,000.00 accompanies this Offer and earnest money of \$ _____ will be
11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 deposited in accordance with the attached Addendum
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____
20 ■ **NOT INCLUDED IN PURCHASE PRICE:** Prior to Closing, at Seller's discretion and at no cost to Buyer, Seller may remove any
21 Fixtures from the Property.
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 June 4, 2017 at 5:00 p.m. CDT. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): c/o The Boerke Company, Inc., 731 N. Jackson St., Suite 700, Milwaukee, WI 53202, Attn: Jack Price
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (414) 347-1606
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): jprice@boerke.com
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 See Addendum

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than See attached Addendum.
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and all other items
71 incidental to ownership. The Property has been tax exempt; therefore, there shall be no real estate tax proration.

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

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

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

80 _____

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

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are **No leases will affect the Property at closing.**

96 _____ Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 387). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum.

110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

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

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

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

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ **CHECK ALL THAT APPLY**, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when settling the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

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

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

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archaeological artifacts on the Property.
208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

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IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

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

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Addendum.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** ~~Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater~~
 300 ~~or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site~~
 301 ~~Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or~~
 302 ~~other site evaluation at lines 409-415 or 277-286 or attach as an addendum per line 479.~~

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY:** See attached Addendum.

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

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

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

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

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

399 If Buyer defaults, Seller may:
 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may: receive
 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
 420 decision to purchase.

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

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830. See attached Addendum.

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

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

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

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (~~trustee's deed if~~
342 ~~Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein~~) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 Permitted Encumbrances as defined in the Addendum.

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

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

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

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
357 ~~neither stricken~~) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer. See attached Addendum. closing

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

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

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

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

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

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

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

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

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

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

480 This Offer was drafted by [Licensee and Firm] Noelle A. Granitz, Quarles & Brady LLP

481 _____ on _____

482 Buyer Entity Name (if any): _____

483 Signatures appear on attached Addendum.

484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

485 _____

486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

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

488 _____ Broker (By) _____

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

492 Seller Entity Name (if any): _____

493 Signatures appear on attached Addendum.

494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

495 _____

496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

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

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

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____

500 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

S. J. J.

ADDENDUM

This Addendum is attached to and incorporated by reference into the Offer to Purchase dated May __, 2017 (the "Offer") by 2017 ACQUISITION GROUP, LLC ("Buyer"), pursuant to which Buyer offered to purchase from SHEBOYGAN COUNTY HIGHWAY DEPARTMENT ("Seller") certain real property and improvements located at 1211 North 23rd Street, Sheboygan, Wisconsin (tax parcel no. 59281206680) (the "Property"). Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect and, in the event of a conflict between the terms of this Addendum and the terms of the Offer, the terms of this Addendum shall control. The Offer and this Addendum together are hereinafter referred to as this "Offer."

1. **Property.** The Property consists of approximately 8.35 acres. The legal description for the Property shall be as set forth in the title insurance commitment to be delivered under this Offer.
2. **Earnest Money.** The earnest money (the "Earnest Money") shall be held by First American Title Insurance Company (the "Title Company") pursuant to its standard form of escrow agreement and shall be applied to the Purchase Price at Closing or disbursed in accordance with the terms of this Offer if this transaction fails to close. Buyer shall not be obligated to deposit the Earnest Money with the Title Company until the later of (i) five (5) business days after the Acceptance Date (as defined below) and (ii) three (3) business days after Seller executes and delivers such escrow agreement.
3. **Seller Deliveries.** Within ten (10) days after the date on which this Offer is accepted (the "Acceptance Date"), Seller shall deliver to Buyer complete copies of all agreements, documents and other information relating to the Property that are in the possession of or subject to the reasonable control of Seller, including, without limitation, all surveys, title insurance policies or commitments, inspection reports, including any environmental reports, engineering reports and studies, plans and specifications, governmental approvals, notices or other correspondence from the County of Sheboygan and all other information reasonably requested by Buyer and in the possession of, or reasonably available to, Seller (the "Due Diligence Materials").
4. **Due Diligence.** Buyer shall have a period of time commencing on the Board Approval Date (as defined in Section 21) and continuing through the date that is one hundred twenty (120) days thereafter (the "Due Diligence Period") to conduct its due diligence investigations and analyses of the Property in all matters related to the feasibility, acquisition, use, development and operation of the Property. The foregoing shall include, without limitation, (i) the right to conduct an environmental assessment, including a Phase II assessment if desired, a soil compaction assessment and a wetland impact study, (ii) a determination by Buyer that all required utility services are available to the Property, including without limitation sewer, water, electric, fiber, (iii) a determination as to whether tax incremental financing is available, (iv) the preparation of a survey of the Property (the "Survey"), (v) confirming wetlands, (vi) and obtaining any government approvals as may be necessary for Buyer's intended use. If Buyer, in its sole discretion,

for any or no reason, determines that it does not desire to acquire the Property and notifies Seller no later than the last day of the Due Diligence Period of Buyer's election to terminate this Offer, this Offer thereupon shall be deemed terminated and of no further force and effect. In the event of any such termination, the Earnest Money (less the Independent Consideration as defined in Section 18) promptly shall be disbursed to Buyer. Promptly following the determination of the Board Approval Date, the parties shall execute a supplement to this Offer setting for the expiration date of the Due Diligence Period.

5. **Additional Conditions Precedent to Buyer's Obligation.** Without limiting Buyer's right to terminate this Offer pursuant to Section 4 and in addition to any other conditions set forth elsewhere in the Offer, Buyer's obligation to purchase the Property pursuant to this Offer is conditioned upon the complete fulfillment, to the satisfaction of Buyer, or the waiver by Buyer, in writing, of the following conditions:
- a. **Permits, Zoning, Approvals.** Buyer shall have determined that the County of Sheboygan and any other appropriate governments or governmental agencies having jurisdiction over the Property have or shall issue all necessary or desired permits, approvals and licenses necessary for Buyer's intended operation and use of the Property in form and substance acceptable to Buyer. Without limiting the foregoing, Buyer shall have determined that the Property will be rezoned if necessary to allow for Buyer's intended operation and use of the Property.
 - b. **Proforma Title Insurance Commitment.** At Closing, Buyer shall have received a proforma title insurance commitment in the condition required by this Offer with all standard title insurance exceptions removed and subject only to the Permitted Encumbrances (as defined in Section 8a. of this Addendum).
 - c. **Acts to be Performed.** Each of the acts, covenants and undertakings of Seller to be performed on or before the Closing Date pursuant to the terms hereof shall have been duly performed.
 - d. **Representations and Warranties True at Closing.** The representations and warranties of Seller contained in this Agreement and in the exhibits, and the statements, documents, certificates and schedules delivered to Buyer pursuant hereto and in connection herewith, shall be true and correct as of the time of Closing.
 - e. **Absence of Adverse Changes.** From the date hereof to the Closing Date, there shall have been no material adverse change in the condition of the Property, and there shall not have been any occurrence, circumstance or combination thereof, including litigation pending or threatened, which might reasonably be expected to result in any such material adverse change before or after the Closing Date.

If any of the contingencies set forth above are not satisfied on or before the Closing Date, then this Offer, at the option of Buyer, shall be null and void, and neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer elects to terminate this Offer based on

any of the contingencies set forth above, it shall do so by written notice to Seller given on or before the Closing Date. In the event of any such termination, the Earnest Money, less the Independent Consideration, shall be disbursed in accordance with this Offer.

6. **Covenants of Seller.** Seller covenants and agrees that from and after the Acceptance Date and until Closing:

- a. **Full Access and Cooperation.** Buyer and Buyer's authorized representatives shall have full access to inspect the Property, including access of a nature and degree necessary to conduct the studies and inspections described in this Offer. Seller agrees to cooperate with Buyer, at no expense to Seller, in obtaining the permits, approvals and licenses necessary for Buyer's ownership and use of the Property. Without limiting the foregoing, Seller also agrees to cooperate with Buyer in Buyer's efforts to rezone the Property if necessary.
- b. **Maintenance.** Seller shall not commit waste on the Property.
- c. **Insurance.** Seller shall maintain all customary insurance with respect to the Property.
- d. **Contracts.** Without the prior written approval of Buyer, Seller shall not amend or terminate any contracts or other agreements affecting the Property and will not enter into any contracts or agreements relating to the Property requiring performance beyond the Closing Date. In addition, unless otherwise directed by Buyer, Seller shall terminate all contracts affecting the Property on the Closing Date.
- e. **Leases.** Seller shall terminate any and all leases affecting the Property prior to Closing.
- f. **Change in Condition of Property.** Seller shall promptly notify Buyer of any change in the condition of the Property, including, without limitation, any change in its environmental condition.

7. **Seller's Representations and Warranties.** In addition to the representations and warranties in the Offer, Seller hereby represents and warrants to Buyer as follows:

- a. **No Third Party Interests.** Seller has granted no option, contract or other agreement of any kind or nature with respect to the purchase, sale or lease (of all or any part) of the Property and there are no parties other than Seller in possession of the Property or any portion thereof.
- b. **No Actions.** To Seller's knowledge, there are no actions, suits, proceedings or claims, including, without limitation, any bankruptcy or similar proceedings, pending or, to the knowledge of the Seller, threatened with respect to or in any manner affecting the Property or the ability of the Seller to consummate the transactions contemplated by this Offer.

- c. Condemnation. Seller has no notice or knowledge of any planned, pending or contemplated condemnation or similar action or proceeding with respect to the Property or any part thereof.
- d. Tax Reassessments. Seller has received no written notice indicating that the real property taxes for the Property are now currently being reassessed.
- e. Title. Seller has, and will have as of the Closing Date, good and marketable fee simple title to, undisputed possession of and complete and unrestricted power to sell, convey and deliver the Property to Buyer on the terms set forth herein.
- f. Flood Plain. The Property is located in Flood Zone X per the applicable FEMA Flood Map.

Seller makes no representations or warranties as to the condition of the Property or the structural or mechanical components therein. The Property is being sold and purchased in its "AS IS" condition. Buyer will fully inspect, or will have the opportunity to fully inspect, the Property during its Due Diligence Period. All representations and warranties of Seller made in this Offer shall be true and correct as of the Closing Date to the same extent as on the Acceptance Date.

8. Title Insurance.

- a. Buyer shall have until the expiration of the Due Diligence Period to object in writing to any condition of title shown on the title insurance commitment required to be delivered by the Offer or on the Survey. If an objection is made, Seller shall have fifteen (15) days thereafter in which to exercise reasonable efforts to correct such condition. If the condition cannot be corrected within such fifteen (15)-day period despite Seller's reasonable efforts, Buyer, at its option, may elect to terminate this Offer by written notice to Seller given on or before the Closing Date or elect to accept such title Seller is able to convey. Any encumbrances accepted by Buyer are referred to herein as the "Permitted Encumbrances."
- b. At Closing, Seller shall pay (1) the entire premium charged by the Title Company for issuance to Buyer of an owner's policy of title insurance pursuant to the commitment to issue such policy required under this Offer, and (2) any other charges imposed by the Title Company incidental to issuance of the owner's policy. The title insurance commitment provided by Seller shall be updated at the time of Closing, at Seller's expense, to show that at the Closing Date no additional encumbrances affect the Property, other than any Permitted Encumbrances.

9. Intentionally Deleted.

- 10. Closing; Delivery. Provided Buyer has not terminated this Offer, the closing of this transaction (the "Closing") shall occur on such date as elected by Buyer within thirty (30) days following the last day of the Due Diligence Period (the "Closing Date") in escrow with the Title Company; provided, however, in no event shall closing occur prior to

September 30, 2018 unless as otherwise mutually agreed by the Buyer and Seller. At Closing, Seller shall deliver occupancy of the Property to Buyer.

11. **No Assumption of Liabilities.** Buyer does not assume and shall not be liable for any of Seller's obligations, debts, contracts, agreements or any other liabilities of any nature whatsoever, and the same shall continue to be the responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims and liabilities asserted against Buyer arising out of such liabilities and obligations of Seller.
12. **Seller's Deliveries at Closing.** In addition to the other documents required hereunder, Seller shall deliver the following to Buyer at Closing, properly executed as required:
 - a. **Warranty Deed.** General warranty deed to the Property (the "Deed"), in a form reasonably acceptable to Buyer, conveying to Buyer good, valid, and marketable title in fee simple, free and clear of all liens and encumbrances other than the Permitted Encumbrances.
 - b. **Title Policy.** A proforma title insurance policy insuring Buyer's title to the Property as required by this Offer.
 - c. **Assignments.** Assignment agreements in form and substance reasonably satisfactory to Buyer assigning to Buyer all of Seller's right, title and interest in all contracts affecting the Property, if any, that Buyer has elected to assume and all warranties and guaranties held by Seller and affecting the Property (the "Assignment and Assumption Agreements").
 - d. **Closing Statement.** A closing statement setting forth a summary of the Purchase Price, all adjustments thereto and all disbursements (the "Closing Statement").
 - e. **FIRPTA Affidavit.** A certificate of non-foreign status confirming that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986 as amended).
 - f. **Other Documents.** Such additional documents and other information, including, without limitation, any affidavits or similar agreements required by the Title Company to issue a title insurance policy to Buyer as required by this Offer and all information necessary to allow for the filing of the Wisconsin transfer tax return, as may be required by the terms of this Offer or otherwise necessary or proper to carry out the transfer that is the subject of the Offer.
13. **Buyer's Deliveries at Closing.** Buyer shall deliver to Seller at Closing the following, duly executed as required:
 - a. **Purchase Price.** The Purchase Price as shown on the Closing Statement;
 - b. **Assignments.** The Assignment and Assumption Agreements;

- c. Closing Statement. The Closing Statement; and
 - d. Other Documents. Such additional documents and other information, including, without limitation, information necessary to allow for the filing of the Wisconsin transfer tax return, as may be required by this Offer or otherwise necessary or proper to carry out the transfer that is the subject of this Offer.
14. Closing Costs.
- a. Buyer shall pay the cost to record the Deed;
 - b. Seller shall pay all title insurance premiums for the owner's title insurance policy and the cost of a gap endorsement. Buyer shall pay for any other endorsements it requires.
 - c. Seller and Buyer each shall pay one-half (1/2) of any closing fee charged by the Title Company;
 - d. Seller shall pay any transfer fee or cost arising by reason of transfer of the Property, as well as the recording fee for any satisfaction of its existing liens or encumbrances;
 - e. Each party shall pay its own attorneys' fees and other customary closing costs except as otherwise set forth herein.
15. Patriot Act. Seller and Buyer each represent to the other that it is not listed on the specially designated nationals and blocked persons list maintained by the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order") and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to the Order or any other applicable orders.
16. Severability. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Offer, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
17. Assignment. This Offer shall be freely assignable by Buyer, provided that any assignee(s) of the same shall execute a written agreement accepting such assignment and agreeing to assume each of the covenants, rights, and obligations accruing to Buyer hereunder, following which the Buyer named herein shall be released from all further obligations and liabilities hereunder. All of the terms, covenants and conditions of this Offer shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. **Binding Contract.** The parties hereto acknowledge that Buyer will expend material sums of money in reliance on Seller's obligations under this Offer in connection with negotiating and executing this Offer, conducting the inspections contemplated by this Offer and preparing for Closing, and that Buyer would not have entered into this Offer without the right to perform its due diligence. In consideration of the foregoing, the provision of a \$100 nonrefundable deposit (the "Independent Consideration") and Buyer's offer to provide copies of reports Buyer has had performed, the parties agree that adequate consideration exists so that Buyer's rights to terminate this Offer do not render this Offer illusory. Seller and Buyer each waive any and all rights to challenge the enforceability of this Offer on the basis that any of the conditions or contingencies set forth herein are at Seller's or Buyer's sole discretion or that any of the Offers contained herein are illusory. If either party challenges the enforceability of this Offer in a manner that is inconsistent with the foregoing waiver, such party shall pay the other party's costs and expenses (including reasonable attorneys' fees) in enforcing this Offer. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Offer and shall be retained by Seller notwithstanding: (a) the exercise of Buyer's rights to terminate the Offer, and/or (b) any other provision of this Offer. The Independent Consideration shall be applied to the Purchase Price if this transaction closes. The Independent Consideration shall be paid by Buyer to Seller from the Earnest Money if this Offer is terminated and Buyer is entitled to receive the Earnest Money after such termination.
19. **Faxed Signatures and Counterparts.** Buyer and Seller agree that faxed or electronically scanned/e-mailed signatures will be binding on both parties. This Offer may be signed in multiple counterparts, each of which shall be an original and which, altogether, shall constitute one and the same instrument.
20. **Memorandum of Agreement.** Following the full execution of this Offer, at Buyer's request, the parties shall execute a memorandum disclosing the existence of this Offer, without any economic terms, and record the same in the Office of the Sheboygan County Register of Deeds.
21. **Contingency.** Promptly following the Acceptance Dare, Seller shall submit this Offer to the Sheboygan County Board of Supervisors (the "Board") for approval. If such approval is not obtained by July 18, 2017, subject to reasonable extension to accommodate the schedule of the Board, this Offer shall terminate and be of no further force or effect and the Earnest Deposit promptly shall be paid to Buyer. The date such approval is obtained is referred to herein as the ("Board Approval Date").

The parties to this Offer have read the Offer and this Addendum and agree to the terms, covenants and conditions contained herein and in the Offer.

Buyer:

2017 ACQUISITION GROUP, LLC

By: A. Price
Name: A. Price
Title: Member

Seller:

**SHEBOYGAN COUNTY HIGHWAY
DEPARTMENT**

By: A. Payne
Name: Adam N. Payne
Title: County Administrator

Date of Offer: 5/31, 2017

Date of Acceptance: 6/6, 2017

	2015 1st Quarter	2016 1st Quarter	2017 1st Quarter	2018 1st Quarter
Street Repair & Maintenance				
Crack and joint filling footages (LF)	0	0	0	0
Yards of concrete installed	0	0	0	101.5
Tons of asphalt installed	0	0	0	0
Potholes - cold mix tons	60.99	69.9	76.5	53.75
Potholes - hot mix tons	0	0	0	0
Asphalt Overlay (Tons)	0	0	0	0
Street Cleaning				
Debris removed (tons)	48	123	56.27	82.79
Curb miles streets swept	N/A	N/A	121	160
Sanitary Sewer				
Number of manholes replaced	0	0	0	2
Sanitary sewer jetting footages (LF)	365,279	264,151	229,039	333,194.70
Sanitary sewer televising footages (LF)	10,968	14,131	16,321	14,063.03
Total Backwater Calls	36	17	18	22
Sewer backup calls - lateral plugged	30	17	17	15
Sewer backup calls - main plugged	6	0	1	7
Storm Sewer				
Catch basins debris removed (tons)	N/A	56.77	15	40.57
Storm sewer jetting footages (LF)	8,084	8,781	18,056	8,857.10
Storm sewer televising footages (LF)	6,719	3,879	7,906	6,159.40
Number of catch basins replaced	0	0	0	1
Number of storm manholes replaced	0	0	0	0
Storm Sewer Pipe Replaced (LF)	0	0	0	14

	2015 1st Quarter	2016 1st Quarter	2017 1st Quarter	2018 1st Quarter
Sanitation & Recycling Curbside Collection				
Garbage collected (tons)	2,501	2635.69	2638.19	3097.83
Recycling collected (tons)	687.39	740	805.44	820.54
Material recovery rate %	27.0%	28.0%	30.5%	26.5%
Nuisance notices issues (weeds notice)	0	0	0	0
Number of lots cut by city contractor	0	0	0	0
Recycling Center				
Yard waste hauled (tons)	147	16	88.89	122.32
Tire disposal	29	0	44	14
Scrap metals collected (tons)	3.21	36.17	43.5	0
Oil collected (gallons)	1,175	0	325	0
Branch grinding (dollars)	\$ 2,382.52	\$ 2,400.00	\$ -	\$ 2,700.00
Leaf Collection Tons	0	0	0	0
Snow				
	15/16'	16/17'	17/18'	18/19'
Events	14	19	11	9
Duration (hours)	101	268	250	163.5
Precipitation (inches)	25.5	23.6	32.5	31
Hours	1607.5	2533.5	2861.5	2222.5
Salt Usage (tons)	1788	3678.75	2757.77	1833.5
Motor Vehicle				
Completed work orders	322	319	268	207
Preventative maintenance completion %	N/A	N/A	81.5%	78.0%
Vehicle maintenance budget used %	21.0%	21.0%	25.0%	22.0%
Contracted services budget used %	N/A	N/A	53.0%	3.0%

	2015 1st Quarter	2016 1st Quarter	2017 1st Quarter	2018 1st Quarter
City Forestry				
Trees Planted	0	0	0	0
Trees Trimmed	239	600	601	757
Trees Removed	149	121	182	208
Stump Removals	13	287	N/A	1
Treated Ash Trees				0
Citizen Tree Concerns			26	0
Park Shelter Rentals				
Number of paid rentals	75	101	68	286
Park reservation revenues	N/A	N/A	\$ 22,025.00	\$ 36,483.31
Park Maintenance Repairs/Painting				
Grills	N/A	N/A	20	0
Combo Picnic Tables	N/A	N/A	100	0
Straight Tables	N/A	N/A	60	0
Garbage Receptacles	N/A	N/A	6	0
Park Signs	N/A	N/A	3	0
New Combo Picnic Tables	N/A	N/A	12	0
Garbage Collected (Tons)			17.57	0
Beach Refuse (Tons)	N/A	N/A	0	0
Straight Benches	N/A	N/A	0	10
Park Rentals				
Events				1
Combo Picnic Tables				0
Straight Tables 10'				20
Straight Benches 10'				16
Bench 4'				0
Trash Receptacles				0
Stage				1
Grills				0
Chair Trailer, 320				0
Dance Floor				0
Wildwood Cemetery				
Full Burials	8	7	18	0
Cremains	0	1	0	0
Baby	1	0	0	0
Graves Sold	8	7	1	0

	2015 1st Quarter	2016 1st Quarter	2017 1st Quarter	2018 1st Quarter
Wastewater Treatment Plant				
Total Precipitation (in)	1.22	8.37	9.21	5.04
Total Wastewater Treated (MG)	696	1,096	1,138	742
Total Influent CBOD5 Loading (lbs)	N/A	645,379	838,298	1,191,032
Total Influent TSS Loading (lbs)	1,492,058	1,710,509	1,651,753	1,273,514
Total Influent Ammonia Loading (lbs)	32,904	31,034	30,270	156,853
Total Influent Phosphorus Loading (lbs)	33,851	45,025	32,848	27,116
Average CBOD5 Removal Efficiency (%)	98.5%	97.4%	97.8%	98.6%
Average TSS Removal Efficiency (%)	98.0%	98.2%	97.5%	98.2%
Average Ammonia Removal Efficiency (%)	94.2%	94.9%	88.8%	93.8%
Average Phosphorus Removal Efficiency (%)	88.1%	82.3%	83.9%	88.7%
Average CBOD5 Discharged (mg/L)	3.7	2.6	2.6	2.6
Average TSS Discharged (mg/L)	5	3.3	4.3	3.6
Average Phosphorus Discharged (mg/L)	1.2	0.7	0.9	0.5
Average Ammonia Discharged (mg/L)	0.7	0.6	0.5	1.5
Average Effluent Mercury Concentration (ng/L)	1.29	0.71	0.73	0.83
Average Effluent Arsenic Concentration (ug/L)	<1.0	0.35	0.42	<0.28
Biogas Produced (cu ft)				11,315,252
Total Plant Electrical Power Generated (kWh)	1,199,220	1,219,076	1,173,077	46,876
Electricity Purchased (kWh)	578,400	595,200	782,400	1,449,451
Total Plant Electrical Power Generated (%)	67%	67%	60%	3%
Natural Gas Consumed (therms)	35,930	34,432	27,095	43,333
Total Dried Biosolids Produced (lbs)	357,100	610,640	738,200	254,500
Total Liquid Biosolids Hauled (gal)	N/A	498,000	126,000	0
Notes:				
New Influent Flow Meters in 2016				
Prior to 2016, Influent BOD5 was analyzed vs CBOD5				

Dried Biosolids Produced = PortALogic Data (Total Loadout during Quarter)				
Liquid Biosolids Hauled = PortALogic Data (Total Loadout during Quarter)				
Electricity and Natural Gas Purchased data from Invoices				
Electricity Generated from HachWIMS				
Pretreatment & Laboratory				
Significant Industrial Users Semi-Annual Monitoring Complete (%)	N/A	N/A	67.0%	30.0%
Significant Industrial Users issued Notice of Non-Compliance (NON)	N/A	N/A	1	2
Significant Industrial Users Annual Site Inspection Completed (%)	N/A	N/A	7.0%	0.0%
Number of SIU Permits Issued or Renewed	N/A	N/A	0	2
Community Annual Monitoring Inspections (%)	N/A	N/A	40.0%	0.0%
Sewer Surcharge Facilities Quarterly Monitoring Completed (%)	N/A	N/A	100.0%	100.0%
Number of Samples Analyzed by Sheboygan WWTF Laboratory	N/A	N/A	1800	9
Waste Water Treatment Plant Maintenance				
Number of Closed Work Orders	N/A	N/A	215	301

	2015 1st Quarter	2016 1st Quarter	2017 1st Quarter	2018 1st Quarter
Street Light Knockdowns				
Street Lights Damaged	1	3	5	7
Material Used	\$ 1,154.22	\$ 6,485.41	\$ 12,686.54	\$ 22,596.20
Labor	N/A	\$ 4,087.50	\$ 4,630.00	\$ 4,980.00
Equipment Rental	N/A	\$ 4,777.50	\$ 5,085.00	\$ 5,405.00
Traffic Signal Knockdowns				
Traffic Signals Damaged	13	10	5	10
Material Used	\$ 22,201.13	\$ 17,245.84	\$ 12,579.58	\$ 8,356.41
Labor	N/A	\$ 10,085.00	\$ 9,670.00	\$ 4,690.00
Equipment Rental	N/A	\$ 11,910.00	\$ 9,235.00	\$ 4,710.00
Traffic Signage				
Traffic Signs Installed/Removed	351	210	129	142
Traffic Signs Constructed	420	377	425	281
Specialized Sign Project	N/A	12	10	142
Painted Street Markings				
Centerline Painting (miles)	N/A	N/A	N/A	N/A
Crosswalks Painted	N/A	N/A	N/A	N/A
Traffic Arrows/Stop Bars Painted	N/A	N/A	N/A	N/A
Snow Removal Damage				
Damaged Mailbox Repaired/Replaced	30	34	33	19

2018 Capital Improvement Projects	Contract Amount	Contract Approved	Construction Start Date	Construction Comp. Date
2018 Streets Improvement Program	\$2,420,317.28	5/7/2018	Pending	Pending
2018 Sidewalk Program and Washington	\$142,639.50	4/16/2018	Pending	Pending
Concord Drive Storm Sewer Extension	\$116,720.27	5/7/2018	Pending	Pending
Wilson Avenue Outfall	\$125,677.30	5/7/2018	Pending	Pending
N. 3rd Forcemain Replacement	\$423,805.83	3/19/2018	Pending	Pending
Business Center Expansion	\$10,528,444.15	4/4/2018	Pending	Pending
Taylor Drive Reconstruction	\$1,250,132.35	4/16/2018	Pending	Pending
S. Taylor Drive Sanitary Sewer Extension	\$246,078	Pending	Pending	Pending
2018 Miscellaneous Sewer Lining	\$119,734	Pending	Pending	Pending
2018 Capital Improvement Televising	pending	Pending	Pending	Pending
Mini-Sewer (27th Street)	\$9,090.00	Pending	Pending	Pending
Mini-Sewer (17th Street)	\$5,215.50	Pending	Pending	Pending

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Quarterly benchmarks

REPORT PREPARED BY: David Biebel, Director of Public Works

REPORT DATE: May 1, 2018

MEETING DATE: May 15, 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 benchmark measurements for the Department of Public Works for the period commencing January 1, 2018, and ending March 31, 2018, is presented for information and discussion.

STAFF COMMENTS:

Due to the seasonal nature of many of the services provided by the Department of Public Works, many items that are benchmarked are currently not available for this report. The benchmark report encompasses information from Streets & Sanitation, Motor Vehicle, Parks & Forestry, Facilities & Traffic, Engineering, and Wastewater.

ACTION REQUESTED:

For informational purposes only

ATTACHMENTS:

Report of benchmark measurements

Streets, Alleys, and Sidewalks

Measurements	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Workload				
Crack and Joint Filling Footages (LF)	0	0	0	22,000
Yards of Concrete Installed	0	0	0	101.5
Tons of Asphalt Installed	0	0	0	9,000
Potholes – Cold Mix (Tons)	69.9	76.5	53.75	130
Potholes – Hot Mix (Tons)	0	0	0	170
Effectiveness				
Resident Satisfaction Rating	28%	53%	0	80%
Increase PASER rating	5.93	6.20	6.20	6.25
Increase linear footage of streets on regular crack and joint fill schedule	17,094	15,100	0	25,000
Respond to pothole repair requests within two days	3.5	1.6	1	1

Parks

Measurements	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Workload				
Number of Parks	36	36	36	36
Acres of Public Land	705	705	705	705
Miles of Paved Off-Road Trails	7.17	9.61	9.61	9.61
New Trees Planted in Parks	0	0	0	60

Forestry

Measurements	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Workload				
Trees Planted	0	0	0	500
Trees Removed	121	182	208	600
Trees Elevated	600	601	757	2,000
Efficiency				
Percent of trees trimmed once every 8 years	12	12	0	12.5
Effectiveness				
Tree City USA Designation	Yes	Yes	Yes	Yes
Resident Satisfaction Rating	N/A	91%	80%	80%

Traffic Control Signs

Measurements	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Workload				
Number of Signs Replaced	210	129	142	1,010
Number of New Signs	377	425	281	1,300
Damaged Mailboxes Repaired/Replaced	34	33	19	
Traffic Arrow/Stop-Bars/Crosswalk Painted	0	0	0	1,700

Motor Vehicle

	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Measurements				
Workload				
Preventive Maintenance Completion Rate	0	85.5%	0	85%
Age of Fleet (Years)	10.5	9.7	9.7	11.0

Engineering

	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Measurements				
Workload				
Budget Expenditures vs Actual Expenditures	100%	100%	100%	100%
Review of plans within two weeks of submission	75%	96%	100%	100%

Wastewater

	2016 Actual	2017 Actual	YTD 03/31/18	2018 Goals
Measurements				
Effectiveness				
Number of Violations of WPDES Permit Limits	0	0	0	0
CMAR Score	4	4	4	4
Percent Electrical Power Produced	67%	60%	3%	65%

**OPERATING AGREEMENT BETWEEN:
CITY OF SHEBOYGAN
and
POWER PUBS, LLC**

This Operating Agreement ("Agreement") is made and entered into effective this ___ day of _____, 2018 (the "Effective Date"), by and between the CITY OF SHEBOYGAN ("the City"), a municipal corporation, and Power Pubs, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

WHEREAS, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

WHEREAS, biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

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WHEREAS, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

WHEREAS, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan and,

WHEREAS, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use Area #8 of Sheboygan Kiwanis Park (the "Premises") to establish and operate an authentic German biergarten concession.
2. Grant and Description of Premises. City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy Area 8 of Kiwanis Park (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a biergarten for retail sale to the public in Kiwanis Park.
3. Scope of Services. In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:
 - A. Services to be provided. Vendor shall provide, establish, and provide complete operations for a seasonal authentic German biergarten concession, including (but

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not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

- B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
- C. Season. Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.
- D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 27 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.
- E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification pursuant to §10-177(c), Sheboygan Municipal Code, to the Police Department at the beginning and end of each season and all other times when the premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement.
- F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises. All personal property, fixtures and equipment installed by Vendor shall remain the property of Vendor.
- G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the premises, and will not

~~reduce the scope of said services, in amounts sufficient for Vendor to operate the biergarten and provide the services as called for in this Agreement.~~ Vendor shall pay the sum of \$600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City of Sheboygan, on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that services are being offered by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.

- H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.
- I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above ~~as indicated on Attachment A and~~ consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.
- K. Maintenance, by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations, the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including ~~providing~~ installing, and refilling paper products, ~~and~~ soap, ~~and other restroom supplies~~, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.
- L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

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M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.

N. Fencing. The Parties agree that fencing shall be installed separating the biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed premises, and to deter people from entering the biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost - in any areas not yet reached by permanent fencing.

O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)
The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.

Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 27, but no later than permitted by the Park Division's building winterization schedule, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises ~~caused by Vendor~~ beyond normal and expected wear and tear shall be the responsibility of Vendor. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of

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the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year.. Any property of Vendor remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.

Commented [AC2]: The removal of this sentence proposed by Powers was rejected.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of \$3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection Q above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

Commented [AC3]: The additional language proposed by Powers was rejected as being inconsistent with the remainder of the document and not taking into account revenue from such items as rentals and revenues from agreements with food trucks, for example.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.
2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.
3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.

Commented [AC4]: Rejected paragraph re: pets and service animals because we cannot bind the common council to an ordinance change by contract.

4. The City shall allow music on the Premises provided such music complies with the City ordinances.

U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and

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provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date ~~(but no earlier than the date of publication of the common council resolution authorizing this agreement)~~ and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the biergarten. If the Parties each agree, in their sole discretion, that the biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. ~~Said replacement contract would shall include provisions providing for a longer term, automatic renewals, and shared investment in long term improvements.~~ If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in full force and effect until December 31, 2023.
5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.
7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.
8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.
9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.
10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 27, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the

Commented [AC5]: We cannot bind future councils to contract terms to be negotiated. The original language did not do so; I've deleted this sentence in conjunction with accepting the other changes in this paragraph so as to avoid binding a future council. (Comment applies to remainder of paragraph as well.)

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Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.
13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent and City Attorney.
14. Special Provisions for 2018 only. The Parties recognize that the time frame needed to ramp up operations in 2018 require some modifications to this Agreement and additional provisions. The following provisions shall apply only during the calendar year of 2018, and where there is a conflict with the other provisions in this Agreement, those provisions in this section shall govern during 2018. All said provisions expire as of January 1, 2019, and the Agreement shall continue as if these provisions were not a part of this Agreement.
 - A. Opening. While Vendor may begin operating as soon as this Agreement is approved, and a resolution of the Common Council authorizing this Agreement is published, Vendor shall not be required to begin operations until Friday, August 10, 2018. However, failure to begin operations as otherwise provided in this agreement by the required foregoing date, subject to events of force majeure, shall constitute a Default as provided in paragraph 27.
 - B. Payment: No estimated payments shall be due in 2018. Payment in full of the amount set forth in Paragraph 3(R) shall be made no later than November 15, 2018.
 - C. City-owned tables: The Vendor shall be permitted to use the City-owned tables in the Jaycee Pavilion for its operations, free of charge. The number of tables will be determined by availability on a weekly basis. The Vendor shall be responsible for any damage and repair beyond normal wear and tear.
15. Amendments. This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the Vendor and the Parks Superintendent or his/her designee.
16. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise

Commented [AC6]: Rejected additional language re: city logo due to current city policy on trademarks

Commented [AC7]: Rejected proposed changes.

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thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Vendor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

17. Indemnification. Vendor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

Commented [AC8]: Rejected additional phrase proposed by Powers

18. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.

- 1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.
- 2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
- 3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
- 4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business

Commented [AC9]: Rejected deletion proposed by Powers in this subsection.

Commented [AC10]: See comment immediately above.

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Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

- 5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of \$1,000,000
 - B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.
 - D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
 - E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.
19. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
 20. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.
 21. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
 22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office
City of Sheboygan
828 Center Avenue

Sheboygan, WI 53081

Vendor: Power Pubs, LLC
Attn. John L. Powers
4792 N. Cramer St.
Whitefish Bay, WI 53211

23. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
24. Audit and Retaining of Documents. Vendor agrees to provide those financial reports relating to Vendor's ~~salesgross revenues~~ in the Premises and improvements made to the Premises or costs incurred by Vendor for which Vendor seeks reimbursement from the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service ~~Such~~ reports shall be provided within five (5) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee. Any such audit shall be at the City's sole cost and expense, ~~except that in the event that an Audit discovers a material understatement of Net Revenue payable to the City, Vendor shall pay audit costs incurred by the City, even if such audit is performed by City employees. A material understatement of Net Revenue payable to the City is 1% In other words, if Vendor remits \$1,000 to the City, but the audit discovers Vendor should have remitted \$1,010 to the City, Vendor has materially understated the Net Revenue payable to the City, and shall be responsible for the audit costs described above.-~~
25. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
26. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.
27. Default/Termination.
- A. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Vendor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement.

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~~B. [OPTION 1: Notwithstanding paragraph A. above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, no the City shall not permit any biergarten to locate in Area 8 for a period of at least 365 days after termination, and the City will the City shall reimburse Vendor for all capital expenses it undertook pursuant to this Agreement, and which were accepted by the City., along with an early termination fee paid to Vendor equal to most recent 12 month period of City Fees divided by 365 multiplied by the days remaining until the contract expiration date (December 31, 2023). The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]~~

~~28. Authority. Vendor represents that it has the authority to enter into this Agreement. If Vendor is not an individual, the person signing on behalf of Vendor represents and warrants that he or she has been duly authorized to bind Vendor and sign this Agreement on Vendor's behalf.~~

~~[OPTION 2: Notwithstanding paragraph A. above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, the City shall not permit any beer to be sold biergartens in Area 8 until after the contract expiration date (December 31, 2023) for one year, and the City shall reimburse Vendor for all capital expenses Vendor paid and incurred pursuant to this Agreement. The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]~~

~~[OPTION 3: Eliminate this termination without cause clause altogether.]~~

~~C. In the event the City shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of Vendor, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to the City, Vendor, in addition to all other rights and remedies at law or in equity, shall have the right, but not the obligation, at any time after any applicable default by the City in the performance of the City's obligations pursuant this Agreement, to make any payment or perform any act otherwise required of the City, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. The exercise of this right shall not constitute a satisfaction of any of the City's obligations or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be immediately reimbursed by the City to Vendor. If the City fails to reimburse Vendor such costs within thirty (30) days after Vendor's demand therefor, Vendor may deduct such amount from the City's Fee and any other amounts due the City from Vendor until Vendor has been reimbursed in full.~~

28. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such

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delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

29. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the persons executing this Agreement have the full power, authority and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
30. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor by June 15, 2018, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.
31. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens to open or operate within any public parks in the City of Sheboygan. Biergartens are defined as vendor locations selling alcoholic beverages in glassware.

[signature page to follow]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

CITY OF SHEBOYGAN, WISCONSIN

POWER PUBS, LLC

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
John L. Powers, Sole Member

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:
City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

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

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DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 3 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in form substantially similar to the attached.

*Public Works
Hold 5-1-18*

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

**OPERATING AGREEMENT BETWEEN:
CITY OF SHEBOYGAN
and
POWER PUBS, LLC**

This Operating Agreement ("Agreement") is made and entered into effective this ___ day of _____, 2018 (the "Effective Date"), by and between the CITY OF SHEBOYGAN ("the City"), a municipal corporation, and Power Pubs, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

WITNESSETH:

WHEREAS, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

WHEREAS, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

WHEREAS, biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

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WHEREAS, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

WHEREAS, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan and,

WHEREAS, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use Area #8 of Sheboygan Kiwanis Park (the "Premises") to establish and operate an authentic German biergarten concession.
2. **Grant and Description of Premises.** City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy Area 8 of Kiwanis Park (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a biergarten for retail sale to the public in Kiwanis Park.
3. **Scope of Services.** In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:
 - A. **Services to be provided.** Vendor shall provide, establish, and provide complete operations for a seasonal authentic German biergarten concession, including (but

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not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.

- B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
- C. Season. Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.
- D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 27 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.
- E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification pursuant to §10-177(c), Sheboygan Municipal Code, to the Police Department at the beginning and end of each season and all other times when the premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement.
- F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises. All personal property, fixtures and equipment installed by Vendor shall remain the property of Vendor.
- G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the premises, and will not

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~~reduce the scope of said services, in amounts sufficient for Vendor to operate the biergarten and provide the services as called for in this Agreement. Vendor shall pay the sum of \$600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City of Sheboygan, on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that services are being offered by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.~~

- H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.
- I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.
- J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above as indicated on Attachment A and consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.
- K. Maintenance, by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations, the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including providing, installing, and refilling paper products, and soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.
- L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.

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Comment [AC1]: Rejected change proposed by Powers and reverted to original language.

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- M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.
- N. Fencing. The Parties agree that fencing shall be installed separating the biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed premises, and to deter people from entering the biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost - in any areas not yet reached by permanent fencing.
- O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)
 The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

- P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.
- Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 27, but no later than permitted by the Park Division's building winterization schedule. Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises caused by Vendor beyond normal and expected wear and tear shall be the responsibility of Vendor. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. -Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of

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the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year.. Any property of Vendor remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.

Comment [AC2]: The removal of this sentence proposed by Powers was rejected.

R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of \$3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.

S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection Q above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.

Comment [AC3]: The additional language proposed by Powers was rejected as being inconsistent with the remainder of the document and not taking into account revenue from such items as rentals and revenues from agreements with food trucks, for example.

T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:

1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.
2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.
3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.
4. The City shall allow music on the Premises provided such music complies with the City ordinances.

Comment [AC4]: Rejected paragraph re: pets and service animals because we cannot bind the common council to an ordinance change by contract.

U. Shelter Rental.- The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and

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provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the biergarten. If the Parties each agree, in their sole discretion, that the biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. ~~Said replacement contract would shall include provisions providing for a longer term, automatic renewals, and shared investment in long term improvements.~~ If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in full force and effect until December 31, 2023.
5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.
7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.
8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.
9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.
10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 22, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 27, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the

Comment [ACS]: We cannot bind future councils to contract terms to be negotiated. The original language did not do so; we deleted this sentence in conjunction with accepting the other changes in this paragraph so as to avoid binding a future council. (Comment applies to remainder of paragraph as well.)

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Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.

12. **Advertising.** It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.
13. **Marketing.** Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent and City Attorney.
14. **Special Provisions for 2018 only.** The Parties recognize that the time frame needed to ramp up operations in 2018 require some modifications to this Agreement and additional provisions. The following provisions shall apply only during the calendar year of 2018, and where there is a conflict with the other provisions in this Agreement, those provisions in this section shall govern during 2018. All said provisions expire as of January 1, 2019, and the Agreement shall continue as if these provisions were not a part of this Agreement.
 - A. **Opening.** While Vendor may begin operating as soon as this Agreement is approved, and a resolution of the Common Council authorizing this Agreement is published, Vendor shall not be required to begin operations until Friday, August 10, 2018. However, failure to begin operations as otherwise provided in this agreement by the required foregoing date, subject to events of force majeure, shall constitute a Default as provided in paragraph 27.
 - B. **Payment:** No estimated payments shall be due in 2018. Payment in full of the amount set forth in Paragraph 3(R) shall be made no later than November 15, 2018.
 - C. **City-owned tables:** The Vendor shall be permitted to use the City-owned tables in the Jaycee Pavilion for its operations, free of charge. The number of tables will be determined by availability on a weekly basis. The Vendor shall be responsible for any damage and repair beyond normal wear and tear.
15. **Amendments.** This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the Vendor and the Parks Superintendent or his/her designee.
16. **No Waiver.** No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise

Comment [AC6]: Rejected additional language re: city logo due to current city policy on trademarks

Comment [AC7]: Rejected proposed changes

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thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Vendor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

17. Indemnification. -Vendor shall be liable to and hereby agrees to indemnify, defend –and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.

Comment [AC9]: Rejected additional phrase proposed by Powers

18. Insurance.

A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.

- 1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.
- 2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
- 3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
- 4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business

Comment [AC9]: Rejected deletion proposed by Powers in this subsection.

Comment [AC10]: See comment immediately above.

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Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

- 5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of \$1,000,000
- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.
- D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
- E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.
19. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
20. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.
21. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
22. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office
City of Sheboygan
828 Center Avenue

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Sheboygan, WI 53081

Vendor: Power Pubs, LLC
Attn. John L. Powers
4792 N. Cramer St.
Whitefish Bay, WI 53211

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23. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

24. Audit and Retaining of Documents. Vendor agrees to provide those financial reports relating to Vendor's salesgross revenues in the Premises and improvements made to the Premises or costs incurred by Vendor for which Vendor seeks reimbursement from the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service. Such reports shall be provided within five (5) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee. Any such audit shall be at the City's sole cost and expense, except that in the event that an Audit discovers a material understatement of Net Revenue payable to the City, Vendor shall pay audit costs incurred by the City, even if such audit is performed by City employees. A material understatement of Net Revenue payable to the City is 1% In other words, if Vendor remits \$1,000 to the City, but the audit discovers Vendor should have remitted \$1,010 to the City, Vendor has materially understated the Net Revenue payable to the City, and shall be responsible for the audit costs described above.

Comment [AC11]: Rejected deletion of this language.

Comment [AC12]: Rejected proposed changes proposed by Powers

25. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

26. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 27 of this Agreement.

27. Default/Termination.

A. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Vendor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement.

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B. ~~[OPTION 1: Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, no the City shall not permit any biergarten to locate in Area 8 for a period of at least 365 days after termination, and the City will the City shall reimburse Vendor for all capital expenses it undertook pursuant to this Agreement, and which were accepted by the City, along with an early termination fee paid to Vendor equal to most recent 12 month period of City Fees divided by 365 multiplied by the days remaining until the contract expiration date (December 31, 2023). The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]~~

28. ~~Authority. Vendor represents that it has the authority to enter into this Agreement. If Vendor is not an individual, the person signing on behalf of Vendor represents and warrants that he or she has been duly authorized to bind Vendor and sign this Agreement on Vendor's behalf.~~

~~[OPTION 2: Notwithstanding paragraph A. above, the City may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Vendor with ten (10) days' prior written notice of termination. In the event of termination under this subsection, the City shall not permit any beer to be sold biergartens in Area 8 until after the contract expiration date (December 31, 2023) for one year, and the City shall reimburse Vendor for all capital expenses Vendor paid and incurred pursuant to this Agreement. The City shall also be responsible for the payment of any termination fees or payments to third parties for which Vendor may be liable arising out of or relating to the early termination of such agreements by and between Vendor and such third party due to the City's early termination of this Agreement.]~~

~~[OPTION 3: Eliminate this termination without cause clause altogether.]~~

C. ~~In the event the City shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of Vendor, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to the City, Vendor, in addition to all other rights and remedies at law or in equity, shall have the right, but not the obligation, at any time after any applicable default by the City in the performance of the City's obligations pursuant this Agreement, to make any payment or perform any act otherwise required of the City, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney fees. The exercise of this right shall not constitute a satisfaction of any of the City's obligations or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be immediately reimbursed by the City to Vendor. If the City fails to reimburse Vendor such costs within thirty (30) days after Vendor's demand therefor, Vendor may deduct such amount from the City's Fee and any other amounts due the City from Vendor until Vendor has been reimbursed in full.~~

28. **Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such

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Comment [AC13]: We deleted this language.
We might consider considerably narrowed and
better tailored language here.

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delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.

29. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the persons executing this Agreement have the full power, authority and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
30. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor by June 15, 2018, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.
31. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens ~~biergartens~~ to open or operate within any public parks in the City of Sheboygan. ~~Biergartens are defined as vendor locations selling alcoholic beverages in glassware.~~

[signature page to follow]

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Comment [AC14]: Defined earlier since we use the term elsewhere. No objection to the actual definition.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

CITY OF SHEBOYGAN, WISCONSIN

POWER PUBS, LLC

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
John L. Powers, Sole Member

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this ___ day of _____, 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

This instrument drafted by:
City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

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

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CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A request to authorize executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: April 26, 2018

MEETING DATE: May 15, 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:

In 2017, City staff and officials met with two different organizations proposing to offer services for the establishment of a beer garden in a City of Sheboygan Park. After several discussions and researching other communities that already have a beer garden in a park, it was determined that the City would advertise a request for proposal (RFP) for the operation of a German Beer Garden.

In February of 2018, the City of Sheboygan released an RFP for a vendor to establish and operate an authentic German Beer Garden concession in Area #8 of Sheboygan Kiwanis Park. The Beer Garden is an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for citizens, and increase traffic in an under-utilized portion of Kiwanis Park.

The RFP stipulated that the vendor:

- Provide at least one authentic German beer at all times, assorted domestic beers and soft drinks.
- Provide and offer for sale a light food menu that shall include pretzels and snacks, and may also include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
- Provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15. During October, the services only need to be provided on the weekend.

The initial agreement will be for six years and will end on December 31, 2023. The vendor and the City at their sole discretion can begin negotiating a new contract in November of 2021.

STAFF COMMENTS:

A review of the submitted RFPs determined that Power Pubs, LLC proposal is in the best interest of the general public and the City of Sheboygan.

ACTION REQUESTED: Motion to approve Res. No. 3-18-19 authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park.

ATTACHMENTS:

- I. Res. No. 3 -18-19
- II. Operating Agreement
- III. Business Plan

Sewer Project Memorandum of Understanding

This Sewer Project Memorandum of Understanding (“MOU”) is entered into by and between the Town of Wilson Sanitary District No. 1 (the “District”) and the City of Sheboygan (the “City”) as of the latest date set forth below.

Recitals

- A. The City has approached the District regarding its interest in making improvements to the portion of sewer line located on South Business Drive, generally in the area between Weeden Creek Road and Sunset Road (the “Sewer Line”). The proposed improvements involve pipe-bursting the Sewer Line to increase its interior diameter from ten inches to fourteen inches ~~(and its exterior diameter to sixteen inches)~~ and is intended to accommodate anticipated development within the SouthPointe Enterprise Campus, located in the City, that would transport wastewater through the Sewer Line (the “Project”). The Project will also involve the replacement of all related manholes.
- B. The City has expressed its need for expediency with the Project. The City has expressed its need for expediency with the Project, as it has begun developing the SouthPointe Enterprise Campus as a 162-acre industrial and light manufacturing park. Phase one, which includes 132 acres of shovel-ready developable parcels ranging from two to 40 acres, is under construction and already being marketed, with distinct interest from potential developers. When complete, the campus will have fully developed streets and utilities, and will provide an economic benefit to the entire region. Additional pipe-bursting between Stahl road and Sunset Road would occur later, after 2018.
- C. The Sewer Line is owned by the District ~~and, therefore, the City cannot proceed with work without the District's consent.~~ This MOU is intended to provide the terms and conditions of for the District's agreement to the Project.
- D. In addition, the City and District are parties to a 1975 Joint Sewage Agreement and amendments thereto that govern the ownership, operation, maintenance, and shared use of sewer infrastructure by the City and District (collectively, the “Master Agreement”).

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

~~Authority: The parties have authority to enter into this MOU under Wis. Stat. § 66.0301(2).~~

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1. The Project. The parties hereby set forth their understanding that, pursuant to the 1975 Agreement, the City may proceed with the Project, and that they shall do so under the following terms:
 - a. Specifications. The Project will be performed in accordance with all applicable District standards and specifications, and with all applicable provisions of state, federal, and local law.
 - b. Project Costs: All costs of the Project will be the responsibility of the City.
 - c. Start Date: The Project may not begin until on or after May 08, 2018 and not until the City provides the District with seven (7) days prior written notice of the preconstruction conference. The District may attend the conference and ask questions including but not limited to the pipebursting improvements, related schedules, traffic control and road closures, and coordination with District customers.
 - d. Pre-Construction Conference: The City will permit the District to participate in all preconstruction conferences regarding the Project and will work with the District in the coordination of construction sequencing, scheduling, and duration.
 - e. Lateral Inspections and Reinstatement.
 - i. Prior to beginning work on the Project, the City will clean and televise all existing sewer laterals connected to the Sewer Line to determine their pre-Project condition. The laterals shall be inspected from the main connection to the building face.
 - ii. Upon completion of the Project, the City will again clean and televise all sewer laterals connected to the Sewer Line to determine their post-Project condition.
 - iii. As soon as practicable after each cleaning and televising process, the City will provide the District with copies of all video obtained during the televising as well as reports identifying all defects observed within the laterals during the televising process.
 - iv. The City will, at its cost, repair any defects in the laterals that arise between the pre-Project inspection and the post-Project inspection.
 - v. The City will also, at its cost, reinstate service to all customers after completion of the Project.

f. District Inspection.

- i. The District and its agents will be allowed to independently observe and inspect the Project and its related work. The City will provide the District with copies of all required submittals, test, and verifications required by the Project's contract documents upon receipt thereof.
- ii. The City will correct any defects identified during any observation or inspection (whether by the City, District, their agents or contractors, or otherwise) within 30 days of written notice of such defect by the District.

g. Indemnification.

- i. To the fullest extent permitted by law, the Parties will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising out of the Project.
- ii. The City will also require that all contractors on the Project agree to indemnify, defend, and hold harmless the Parties, and their respective officers, agents, employees, and insurers to the same extent that the contractors will do so for the City.
- iii. The City will also require that all contractors on the Project name the District and the Town of Wilson, and their respective officers, agents, employees, and insurers as an additional insured on all certificates of insurance on which the City is named as additional insured. The District and the Town of Wilson and their respective agents will be provided copies of certificates of insurance demonstrating such coverage.

h. Ownership of Sewer Line. The parties agree that ownership of the Sewer Line will not be affected by the Project.

i. Operation, Maintenance, and Repairs. The City shall require warranties from all of its contractors on the Project, and require that said contractors pass along their warranties to the District.

j. No Special Assessments. The City agrees that it will not impose any special assessments on District or Town residents for costs related to the Project. This provision does not prevent the City from imposing special assessments in

cases where a benefit inures after the beneficiary has been annexed into the City.

- k. Liens. The City will ensure that the Sewer Line and all other District property and funds remain free of liens related to the Project at all times.

~~Master Agreement Addendum. The parties are subject to an addendum to the Master Agreement entitled "Addendum to 1975 Joint Sewage Agreement." The parties will begin updating that Addendum immediately upon executing this MOU. The parties anticipate that the updates will be completed within a continuous six (6) month period and no later than December 31, 2018. The updates will include, but not necessarily be limited to, the following:~~

- ~~Updating capacity allocations to reflect the parties' actual and anticipated contributions to flows within the sewer infrastructure governed by the Addendum, including, but not limited to, the County Highway OK Interceptor, the County Highway EE Interceptor, the Black River Interceptor, and the Lakeshore Drive Pump Station.~~
- ~~Updating cost allocations to reflect the parties' capacity allocations. Cost allocations, including, but not limited to, planning, design, and construction, will be based on benefit. Wastewater flows will be used to determine the relative capacity allocation.~~
- ~~Creating "triggers" that require prompt actions by the parties.~~
- ~~Establishing a mechanism for intergovernmental cooperation with respect to sewer planning.~~

2. Manhole Project Reimbursement.

- a. On or before the later of May 30, 2018, or the date of approval of the City's connection to the Sewer Line by the District, the City will pay to the District the amount of \$37,720 in reimbursement of costs incurred by the District in 2017 for manhole-related improvements in cth OK (South Business Drive) generally between Weeden Creek Road and Stahl Road.
- b. The City will also pay to the District the amount of \$19,620 in reimbursement of costs incurred by the District in 2017 for manhole-related improvements in in cth OK (South Business Drive) generally between Stahl Road and Sunset Road. Such payment will occur the same year the City improves the Sewer Line in that area.

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3. DNR Permit. The parties agree that compliance with the terms of this MOU shall be made a condition of the sewer extension permit for the Project to be issued by the Wisconsin Department of Natural Resources.

4. Miscellaneous:

- a. No Waiver. No waiver of any provision of this MOU shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this MOU signed by both parties, nor shall the waiver of any default under his MOU be deemed a waiver of any subsequent default or defaults of the same type.
- b. Amendment. This MOU may be amended only by a written amendment approved and executed by both parties.

REVIEW

Dated this _____ day of _____, 2018.

TOWN OF WILSON SANITARY
DISTRICT NO. 1

By: _____

President

Attest: _____

Secretary

Dated this _____ day of _____, 2018.

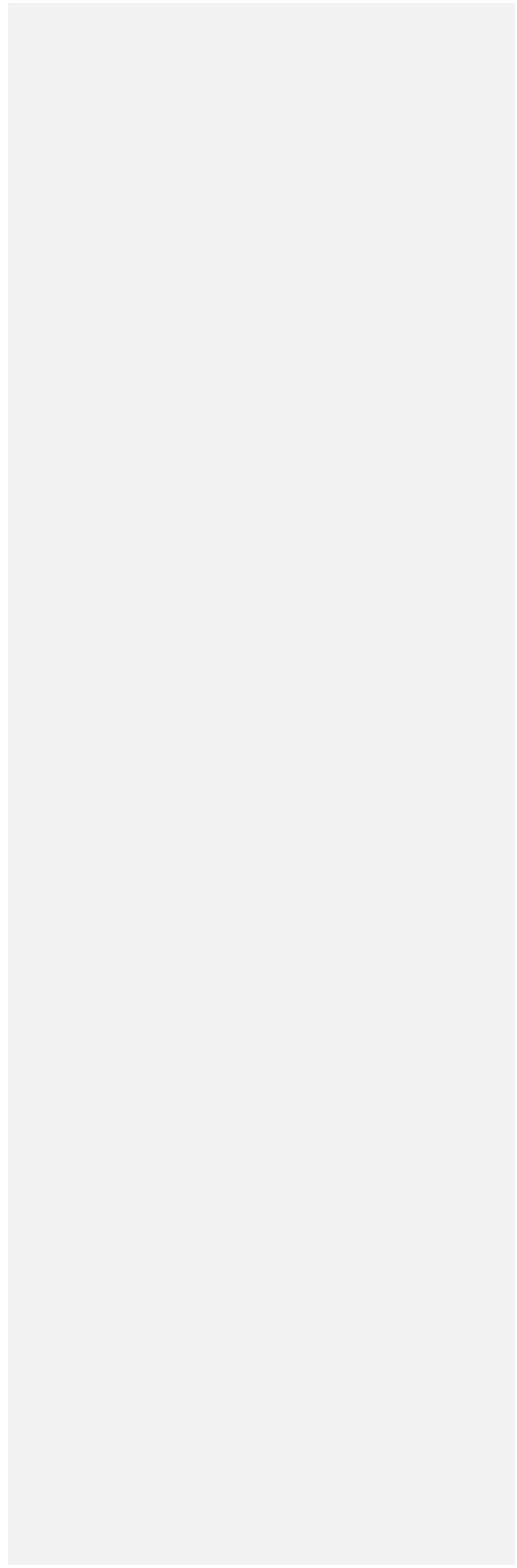
CITY OF SHEBOYGAN

By: _____

Mayor

Attest: _____

City Clerk



CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing executing an easement for a mini-storm sewer for 826 North 27th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 9, 2018

MEETING DATE: May 15, 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: Homeowner requested the installation of a mini-storm sewer to alleviate storm water issues in their yard. Staff reviewed the request and approves the mini storm sewer application/request.

STAFF COMMENTS: This easement is needed to construct a mini storm in the backyard of the residence located at 826 North 27th Street.

ACTION REQUESTED: Motion to approve Res. No. 14-18-19 A resolution authorizing executing an easement for a mini-storm sewer for 826 North 27th Street.

ATTACHMENTS:

- I. Res. No. 14-18-19
- II. Easement Document

III

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 4 - 18 - 19. By Alderpersons Wolf and Sorenson. May 1, 2018.

A RESOLUTION authorizing executing a Sewer Project Memorandum of Understanding for a project involving improvements to a portion of sewer line located on South Business Drive to accommodate development within the SouthPointe Enterprise Campus.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Sewer Project Memorandum of Understanding between the Town of Wilson Sanitary District No. 1 and the City of Sheboygan, in form substantially similar to the attached.

Public Works

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

Sewer Project Memorandum of Understanding

This Sewer Project Memorandum of Understanding (“MOU”) is entered into by and between the Town of Wilson Sanitary District No. 1 (the “District”) and the City of Sheboygan (the “City”) as of the latest date set forth below.

Recitals

- A. The City has approached the District regarding its interest in making improvements to the portion of sewer line located on South Business Drive, generally in the area between Weeden Creek Road and Sunset Road (the “Sewer Line”). The proposed improvements involve pipe-bursting the Sewer Line to increase its interior diameter from ten inches to sixteen inches and is intended to accommodate anticipated development within the SouthPointe Enterprise Campus, located in the City, that would transport wastewater through the Sewer Line (the “Project”). The Project will also involve the replacement of all related manholes.
- B. The City has expressed its need for expediency with the Project. The City has expressed its need for expediency with the Project, as it has begun developing the SouthPointe Enterprise Campus as a 162-acre industrial and light manufacturing park. Phase one, which includes 132 acres of shovel-ready developable parcels ranging from two to 40 acres, is under construction and already being marketed, with distinct interest from potential developers. When complete, the campus will have fully developed streets and utilities, and will provide an economic benefit to the entire region. Additional pipe-bursting between Stahl road and Sunset Road would occur later, after 2018.
- C. The Sewer Line is owned by the District. This MOU is intended to provide the terms and conditions of for the District’s agreement to the Project.
- D. In addition, the City and District are parties to a 1975 Joint Sewage Agreement and amendments thereto that govern the ownership, operation, maintenance, and shared use of sewer infrastructure by the City and District (collectively, the “Master Agreement”).

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. The Project. The parties hereby set forth their understanding that, pursuant to the 1975 Agreement, the City may proceed with the Project, and that they shall do so under the following terms:

- a. Specifications. The Project will be performed in accordance with all applicable District standards and specifications, and with all applicable provisions of state, federal, and local law.
- b. Project Costs: All costs of the Project will be the responsibility of the City.
- c. Start Date: The Project may not begin until on or after May 08, 2018 and not until the City provides the District with seven (7) days prior written notice of the preconstruction conference. The District may attend the conference and ask questions including but not limited to the pipebursting improvements, related schedules, traffic control and road closures, and coordination with District customers.
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 - i. Prior to beginning work on the Project, the City will clean and televise all existing sewer laterals connected to the Sewer Line to determine their pre-Project condition. The laterals shall be inspected from the main connection to the building face.
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 - iv. The City will, at its cost, repair any defects in the laterals that arise between the pre-Project inspection and the post-Project inspection.
 - v. The City will also, at its cost, reinstate service to all customers after completion of the Project.
- f. District Inspection.
 - i. The District and its agents will be allowed to independently observe and inspect the Project and its related work. The City will provide the

District with copies of all required submittals, test, and verifications required by the Project's contract documents upon receipt thereof.

- ii. The City will correct any defects identified during any observation or inspection (whether by the City, District, their agents or contractors, or otherwise) within 30 days of written notice of such defect by the District.

g. Indemnification.

- i. To the fullest extent permitted by law, the Parties will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising out of the Project.
- ii. The City will also require that all contractors on the Project agree to indemnify, defend, and hold harmless the Parties, and their respective officers, agents, employees, and insurers to the same extent that the contractors will do so for the City.
- iii. The City will also require that all contractors on the Project name the District and the Town of Wilson, and their respective officers, agents, employees, and insurers as an additional insured on all certificates of insurance on which the City is named as additional insured. The District and the Town of Wilson and their respective agents will be provided copies of certificates of insurance demonstrating such coverage.

h. Ownership of Sewer Line. The parties agree that ownership of the Sewer Line will not be affected by the Project, and shall be determined pursuant to the 1975 Agreement and the boundaries between the City and the Town of Wilson.

i. Operation, Maintenance, and Repairs. The City shall require warranties from all of its contractors on the Project, and require that said contractors pass along their warranties to the District.

j. No Special Assessments. The City agrees that it will not impose any special assessments on District or Town residents for costs related to the Project. This provision does not prevent the City from imposing special assessments in cases where a benefit inures after the beneficiary has been annexed into the City.

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3. DNR Permit. The parties agree that compliance with the terms of this MOU shall be made a condition of the sewer extension permit for the Project to be issued by the Wisconsin Department of Natural Resources.

4. Miscellaneous:

- a. No Waiver. No waiver of any provision of this MOU shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this MOU signed by both parties, nor shall the waiver of any default under his MOU be deemed a waiver of any subsequent default or defaults of the same type.
- b. Amendment. This MOU may be amended only by a written amendment approved and executed by both parties.

Dated this _____ day of _____, 2018.

TOWN OF WILSON SANITARY
DISTRICT NO. 1

By: _____

President

Attest: _____

Secretary

Dated this _____ day of _____, 2018.

CITY OF SHEBOYGAN

By: _____

Mayor

Attest: _____

City Clerk