



Village Board Meeting  
96 Russell Drive  
Monday, June 7, 2021  
6:30 pm

**LOCATION OF MEETING: 96 RUSSELL DRIVE WITH A VIRTUAL GOTO MEETING OPTION**

**MEETING ID NUMBER:** 218-794-013      **CALL IN:** (toll free) 1 877 309-2073

**MEETING LINK:** <https://global.gotomeeting.com/join/218794013>

**NOTICE:** Pursuant to the current recommendation of the Center for Disease Control and Prevention limiting the size of public gatherings and the various federal and state orders implementing that recommendation, this meeting will be offering a virtual option through the **GoToMeeting** platform with each member accessing the meeting remotely.

Citizens wishing to submit any public comments should do so by sending an email to [clerktreasurer@randomlakewi.com](mailto:clerktreasurer@randomlakewi.com) by 3:00 pm on the day of the meeting so that it can be provided to the members for their consideration. Citizens wishing to present their comments verbally can join the **GoToMeeting** using their phone, computer or other internet-capable device and using the meeting number access code specified above. A recording of the meeting will be kept on file.

**AGENDA**

1. Call to Order, Roll Call
2. Pledge of Allegiance
3. Approval of May 17, 2021 Village Board Meeting Minutes & June 3, 2021 Special Board Meeting Minutes.
4. Public Comments (*comments limited to 3 minutes per person*).
5. New Business:
  - a. Eric & Spencer Rathke are Requesting to Install Flag Poles and Lighting at the Veteran's Memorial as Part of an Eagle Scout Project.
  - b. Hiring of the Assistant EMS Chief .
  - c. Resolution to Apply for Community Development Investment Grant
  - d. Request for Proposal-Auditing Services for 2022.
  - e. Offering a 3,000 Gallon Credit to Property Owners on Grand Avenue and Spring Street/Court for Watering of the Landscaping Area after 2020 Road Project.
6. Old Business:
  - a. Amendment to the Scholler Development LLC Developer's Agreement to Remove Verbiage with Regards to the Number of Lots, to the Number of Buildings as the Condominium Development has Zero Lot Lines.
  - b. Options Honoring Robert McDermott's Service to the Village.
  - c. Sheboygan County Planning & Conservation Department-Return 2020 Stewardship Grant for Jesse Bay Park Project in the Amount of \$10,800.
  - d. Purchase of Launch Pier

*Items on the Agenda may be taken out of order as listed.*

*WI Open Meeting Law (Wis. Stat. 19.83(2) and 19.84(2)) In general, the open meetings law grants citizens the right to attend and observe open session meetings of governmental bodies, but does not require a governmental body to allow members of the public to speak or actively participate in the body's meeting. A governmental body is free to determine for itself whether and to what extent it will allow citizen participation at its meetings. The Board may not take formal action on a subject raised in the public comment period, unless that subject is also identified in the meeting notice.*

**96 Russell Drive, P.O. Box 344, Random Lake, WI 53075**  
**Telephone: (920) 994-4852 Facsimile: (920) 994-2390 Website: [randomlakewi.com](http://randomlakewi.com)**

7. Consent Agenda – items within the consent agenda can be considered individually if the Village Board chooses to do so:
  - a. Invoices: General Fund: \$86,188.06; Water: \$5,852.37; Sewer: \$19,702.72; TID #3: \$0.00; TID #4: \$24,608.58; Payroll: \$25,235.74.
  - b. Waive Boat Launch Fees for Musky Veteran’s Day Event Participants on September 19, 2021.
  - c. Closing of Carroll Street from 1<sup>st</sup> Street to 6<sup>th</sup> Street and 2<sup>nd</sup> Street from Butler Street to Carroll Street on Saturday, September 25, 2021-Fall Fest.
  - d. Sheboygan County Sheriff’s Department April Incident Report.
8. Staff and committee reports:
  - a. Clerk/Treasurer
  - b. Director of Public Works
  - c. Committees
  - d. President
9. Adjourn.

*Items on the Agenda may be taken out of order as listed.*

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## Village Board Meeting Minutes May 17, 2021

1. Call to Order, Roll Call: President Michael San Felippo called the meeting to order at 6:30 pm. Trustees' present included Mark Bichler, Elizabeth Manian, Barbara Ruege, Mike San Felippo, Keri Wallenkamp, and Blaine Werner. Trustee Eric Stowell joined the meeting at 6:39 pm. For additional attendees, please see the sign-in sheet. Those in attendance virtually were William Goehring, Nicole Depies, Aaron Groh, an unknown caller, and Clerk/Treasurer Jo Ann Lesser.
2. Pledge of Allegiance: The Pledge of Allegiance was recited.
3. Approval of May 3, 2021 Village Board Meeting Minutes: Trustee Werner made a motion to approve the May 3<sup>rd</sup> meeting minutes as presented. Trustee Wallenkamp seconded the motion, motion carried, 6-0.
4. Public Comments: None
5. New Business:
  - a. Resolution 2021-4 Renaming Lakeview Park: President San Felippo read the proposed resolution. San Felippo indicated that he felt that the Village should do something to commemorate Bob McDermott's contributions and dedication to the Village of Random Lake. The resolution was a suggestion and wanted the other members to think about what the village could do to commemorate Bob. San Felippo also indicated that the name of the park was a suggestion and that it could be whatever the Board decided. San Felippo reported that a tree was planted at the Nowack House in honor of Bob and that friends and family raised money to place a memorial bench in Lakeview Park in Bob's honor. San Felippo stated that he would like for the village to do something significant as Bob was a significant contributor to the park and community. This item will be placed on the June 7<sup>th</sup> agenda.
  - b. Village Board to Approve the Reappointment of Julie Neitzke and Ken Borchardt to the Library Board for a Three-Year Term Ending in 2024: Trustee Bichler made a motion to approve the reappointment of Ken Borchardt and Julie Neitzke to the Library Board for a three-year term ending in 2024. Trustee Manian seconded the motion. Motion carried, 7-0.
  - c. Proclamation Designating May 16<sup>th</sup>-22<sup>nd</sup> as National Public Works Week: President San Felippo read the proclamation designating May 16<sup>th</sup> through the 22<sup>nd</sup> as National Public Works week.
  - d. Proclamation Designating May 16<sup>th</sup>-22<sup>nd</sup> as Emergency Medical Services Week: President San Felippo read the proclamation designating May 16<sup>th</sup> through the 22<sup>nd</sup> as Emergency Medical Services Week.
6. Old Business:
  - a. Review Quote and Possible Action on Replacing or Removing Fence Section at Kircher Park (Outfield Grass area to Foul Pole); Quote from D & D for \$4,000: President San Felippo stated that this item was not ready for Board action an
  - b. Possible Action Regarding Launch Pier: Public Works Director Huiras stated he is working with a company out of Jackson, Wisconsin and will be meeting with them this week and is hoping to get a quote. This item will be postponed and placed on a future agenda.
7. Consent Agenda – items within the consent agenda can be considered individually if the Village Board chooses to do so:
  - a. Invoices: General Fund: \$37,968.27; Water: \$2,167.81; Sewer: \$3,759.03; TID #3: \$0.00; TID #4: \$62.70; Payroll: \$12,216.17.
  - b. 2021-2022 Operator License Renewal for Jan Glander, Amber Glander, John Burmesch, & Brian Eder.Trustee Werner made a motion to approve the consent agenda. Trustee Wallenkamp seconded the motion. Motion carried, 7-0.
8. Staff and committee reports:
  - a. Clerk/Treasurer: Lesser reported that the Board of Review was held last week, there were no objections. Working with the auditor to obtain final numbers of 2020 in order to hold the annual Joint Review Board

meeting for TID 3. Deputy Clerk/Treasurer Gillette applied to the WMCA for a scholarship to attend the Clerks & Treasurer's Institute as a second-year student. There were 85 applicants and Lisa was 1 of 35 that received a scholarship and was awarded a full scholarship again, in the amount of \$489.

- b. Director of Public Works: Huiras reported that the department is working on grass cutting, they installed swim buoys, the seasonal worker started today, flags will be installed this week, will work on sweeping streets. Northeast Asphalt wants to come to the village and apply the second layer of asphalt on Spring Street and Grand Avenue. Huiras also reported there will be volunteers working to paint bathrooms at Kircher Park. Huiras stated that he is receiving complaints about the weeds Spring Street and that there will be a 3,000-gallon credit offered to residents who watered the grass.
  - c. Committees: None
  - d. President: San Felippo commented that he appreciates what the DPW is doing, getting things done and knowing they have plenty of things to do. The gals in the office are doing a fantastic job and making his job easy.
9. President San Felippo read the following notice, Consider and Act by Roll Call Vote to Enter into Closed Session Pursuant to SS. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Schu Developer's Agreement, Krier Foods Developer's Agreement). Trustee Stowell made a motion at 6:53 pm to enter in to closed session pursuant to state statute 19.85(1)(e). Trustee Wallenkamp seconded the motion. Roll call vote: Mark Bichler; aye Elizabeth Manian; aye Barbara Ruege; aye Mike San Felippo; aye Eric Stowell; aye Keri Wallenkamp; aye Blaine Werner; aye  
Motion carried by unanimous voice vote.  
**The Village Board will reconvene into Open Session Subject to SS. 19.85(2)**  
Trustee Bichler made a motion to enter into open session pursuant to state statute 19.85(2) at 8:15 pm. Trustee Stowell seconded the motion. Motion carried, 7-0.
10. Village Board to Take Action on Closed Session Items: Trustee Wallenkamp made a motion to enter into a contract with SHE to facilitate the ad hoc public committee task force for the amount of \$20,000. Trustee Werner seconded the motion. Motion carried, 7-0.
11. Adjourn: The meeting adjourned at 8:20 pm.

Respectfully submitted,

Jo Ann Lesser, CMC, WCMC  
Clerk/Treasurer



Village Board Meeting Minutes  
June 3, 2021

1. Call to Order, Roll Call: President San Felippo called the meeting to order at 7:08 pm. Trustees presented included Mark Bichler, Elizabeth Manian, Barbara Ruege, Mike San Felippo, Eric Stowell, Keri Wallenkamp, and Blaine Werner. Also in Attendance were Attorney John Macy of Municipal Law & Litigation Group, S.C. and Clerk/Treasurer Jo Ann Lesser.
2. Pledge of Allegiance: This was recited by all those in attendance.
3. Public Comments: None
4. New Business:
  - a. Hiring New Municipal Attorney-Municipal Law & Litigation Group, S.C: President San Felippo explained the reason for bringing Attorney Macy to the village is with regards to help figure out the fire department configuration.

Attorney Macy gave some background information about himself and his firm. Macy became an attorney in 1979 and in 1984 started the law firm Arenz, Molter, Macy & Riffle which kept growing and they decided a few years ago to shorten the name to Municipal Law & Litigation Group, S.C. The firm has 15 attorneys and all they do is municipal law and litigation. Macy further explained that the litigation portion deals with when a municipality is being sued. The firm represents over 60 municipalities of all sizes, however the really large ones retain on staff counsel. Macy explained that he has dealt with many fire department issues over the years and most recently the consolidation of departments in the SE Wisconsin area.

Macy stated that their firm charges \$199 per hour and that they encourage board members not to call his office as they will not take calls from individual board members. This way it helps eliminate duplication and keeps the cost of their services down. Macy recommends that all contact and questions be done through the Clerk.

Trustee Ruege made a motion to hire the new law firm Municipal Law & Litigation Group, S.C. for municipal services. Trustee Wallenkamp seconded the motion. Motion carried, 7-0.

5. President San Felippo read the following: Consider and Act by Roll Call Vote to Enter into Closed Session Pursuant to SS. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Fire Department). Trustee Stowell made a motion to enter closed session at 7:24 pm. Trustee Ruege seconded the motion. Roll Call: Mark Bichler; aye Elizabeth Manian; aye Barbara Ruege; aye Mike San Felippo; aye Eric Stowell; aye Keri Wallenkmap; aye Blaine Werner; aye Motion carried by unanimous voice vote.
6. Adjourn: Meeting adjourned from closed session at 8:18 pm.

Respectfully submitted,

Jo Ann Lesser, CMC, WCMC  
Clerk/Treasurer



B

A Square is 1' on 1 side



Bentley St

1st St





*VILLAGE OF RANDOM LAKE*

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL AUDITING SERVICES**

# REQUEST FOR PROPOSALS

## 1. INTRODUCTION

- **General Information**

The Village of Random Lake is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2021. These audits are to be performed in accordance with generally accepted auditing standards.

- There is no expressed or implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. To be considered, two copies of a proposal must be received by the Clerk/Treasurer at PO Box 344, Random Lake, Wisconsin by 4:00 P.M. on Thursday, July 22, 2021. The Village reserves the right to reject any or all proposals submitted.
- During the evaluation process, the Village reserves the right to request additional information or clarifications from proposers, or to allow corrections of error or omissions. At the discretion of the Village, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- The Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicated acceptance by the firm off the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the firm selected.
- It is anticipated the selection of a firm will be completed by August 2<sup>nd</sup>, 2021.

- **Term of Engagement**

This proposal is for the term of 1 year, with an option of the Village discretion to extend additional years if such an offer was valuable to the Village. Some proposers may wish to extend a three-year contract offer with a greater cost savings for the subsequent years. Ultimately, the Village will decide what length a contract will be.

- **Subcontracting**

Firms submitting proposals are encouraged subcontracting portions of the engagement to small audit firms or audit owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact and the name of the proposed subcontracting firms, must be clearly identified in the

proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the Village of Random Lake.

## **2. NATURE OF SERVICES REQUESTED**

- **General**

The Village of Random Lake is soliciting the services of qualified firms of Certified Public Accountants to audit its financial statements for the fiscal year ending December 31, 2021, with the option to audit the Village financial statements for subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in the request for proposals.

- **Scope of Work to be Performed**

The Village of Random Lake desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

- **Auditing Standards to be Followed**

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial and compliance for financial and compliance audits contained in the U.S. General Accounting office "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; the Single Audit Act of 1984; and the provisions of the U.S. Office of Management and Budget (OMB) Circular requirements of the largest federal and programs may be ascertained by referring to the U.S. Office of Management and Budget's "Compliance Supplement for Single Audits of Grants to State and Local Governments."

- **Reports to be Issued**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. If applicable, a report on compliance and internal control over financial reporting based on an audit of the financial statements will also be issued.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a

significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.

- Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts.
  
- Reporting to the Village Board. Auditors shall assure themselves that the Random Lake Board is informed of each of the following:
  1. The auditor's responsibility under generally accepted auditing standards
  2. Significant accounting policies
  3. Management judgements and accounting estimates
  4. Significant audit adjustments
  5. Other information in documents containing audited financial statements
  6. Disagreements with management
  7. Management consultation with other accountants
  8. Major issues discussed with management prior to retention
  9. Difficulties encountered in performing the audit
  
- **Special Considerations/Services**
  1. The Village is required, to follow the requirements of GASB34
  2. The cost to prepare the Village's annual public service commission report should be presented as a separate line item in the proposal
  3. The cost to prepare the Village's financial form C should be presented as a separate line item in the proposal
  4. Annual reporting for TIF District(s) and audit if required by state statutes
  
- **Working Paper Retention and Access**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Village of Random Lake of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

  - Village of Random Lake
  - U.S. General Accounting Office (GAO)
  - Parties designated by the federal or state governments of the Village of Random Lake as part of an audit quality review process

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### 3. DESCRIPTION OF THE GOVERNMENT

- **Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices**

The auditor's principal contact with the Village of Random Lake will be Jo Ann Lesser, Village Clerk/Treasurer, who will coordinate the assistance to be provided by the Village to the auditor.

- **Background Information**

The Village serves a population of 1,572 in Sheboygan County. The Village's fiscal year begins on January 1 and ends on December 31.

The Village had a total payroll of \$511,250.86 covering employees for 2020, which includes the Village Board members and employees.

The Village Clerk/Treasurer's office is responsible for the bookkeeping of the General Fund, Water Utility, Sewer Utility, and TIF Funds. The accounting and financial reporting functions of the Village are centralized.

More detailed information on the government and its finances can be found in the Clerk/Treasurer's office, 96 Russell Drive, Random Lake, WI. Please contact Jo Ann Lesser at 920-994-4852 to obtain access to these documents.

- **Federal and State Financial Assistance**

During the fiscal year to be audited, the Village expects to receive the following:

STATE

Recycling Grant

Shared Revenue

Transportation Aids

Exempt Computer Aid

Lottery Credit

Ambulance Reimbursement Funding

County

County Sales Tax Shared Revenue

- **Pension Plans**

All eligible Village of Random Lake employees participate in the WRS

- **Magnitude of Finance Operations**

The Village finances are headed by Jo Ann Lesser, Village Clerk/Treasurer and consists of one additional employee. The principal functions performed, and the number of employees assigned to each is as follows:

<u>Function</u>	<u>Number of Employees</u>
Payroll and Accounts Payable	2
Collections	2

- **Computer Systems**

Software & Vendor

Microsoft Office products, Google Suite and Workhorse (acct, payroll, utility)

- Major Applications

General Fund & Operating Maintenance, General Ledger, Payroll, Accounts Payable, Accounts Receivable, and Utility Billing Package

- **Internal Audit Function**

The Village of Random Lake does not maintain an internal audit function, due to the size of the staff.

- **Availability of Prior Audit Reports and Working Papers**

Interested proposers who wish to review prior years' audit reports and management letters should contact Jo Ann Lesser, Random Lake Village Hall, 96 Russell Drive, PO Box 344, Random Lake, WI 53075. The Village will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

#### 4. TIME REQUIREMENTS

- **Proposal Calendar**

The following is a list of key dates up to and including the date proposal are due to be submitted:

Request for proposal issued.....June 7, 2021  
 Due Date for Proposals.....July 22, 2021

- **Notification and Contact Dates**

Selected firm notified (anticipated).....August 2, 2021  
 Contract Date.....August 2, 2021

- **Date Audit May Commence**

The Village will have all records ready for audit and all management personnel available to meet with the firm's personnel as determined in contract.

- **Entrance Conferences, Progress Reporting and Exit Conferences**  
(A similar time schedule will be developed for audits of future fiscal years if the Village exercises its option to do additional audits).

At a minimum, the following conferences should be held by the dates indicated on the schedule:

Entrance conference - January/February

The purpose of this meeting will be to summarize the results of the review and to identify the key internal controls or other matter to be tested.

Progress contact with Clerk/Treasurer – January/February

The purpose of this meeting will be to discuss the year-end work to be performed

- **Date Final Report is Due**  
The auditor shall prepare draft financial statements, notes and all required supplementary schedules (and statistical data) by May 15, 2022. It is anticipated that this process will be completed, and the final report delivered by May 31, 2022. The Final report and 10 signed copies should be delivered to Jo Ann Lesser, Village Clerk/Treasurer, 96 Russell Drive, PO Box 344, Random Lake, WI 53075.

Auditor must be prepared to present final audit to the Village Board of Random Lake no later than the second meeting of the month in June of 2022.

## **5. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPERATION**

- **Clerical Assistance**  
The department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations.
- **Work Area, Telephone, Photocopying/FAX Machines, Internet**  
The Village will provide the auditor with reasonable workspace, desks, and chairs. The auditor will also be provided with access to a telephone line, a photocopying/fax machine and internet access.

- **Report Preparation**

Report preparation, editing and printing shall be the responsibility of the auditor.

## 6. ROPOSAL REQUIREMENTS

1. The following material is required to be received by 4 pm, Thursday, July 22, 2021 for a proposing firm to be considered.
  - a. Title Page  
Title page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
  - b. Table of Contents
  - c. Transmittal Letter  
A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why their firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the year ended December 31, 2021 (and the subsequent two years if desired).
  - d. Detailed Proposal  
The detailed proposal should follow.
2. The proposer shall submit an original and two copies of a dollar cost bid in separate sealed envelope marked as follows:

SEALED DOLLAR COST BID  
PROPOSAL  
FOR  
VILLAGE OF RANDOM LAKE  
FOR  
PROFESSIONAL AUDITING SERVICES  
(DATE OF PROPOSAL)

3. Proposers should send the completed proposal consisting of the two separate envelopes to the following address:

96 Russell Drive  
PO Box 344  
Random Lake, WI 53075



- **Sealed Dollar Cost Bid**

- Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The Village of Random Lake will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information:

1. Name of Firm
  2. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Village of Random Lake.
  3. A total All-Inclusive Maximum Price for the December 31, 2021 engagement.
- Rated by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses, present in the format provided in the attachment (Appendix C) that supports the total all-inclusive maximum price. The cost of special services should be disclosed as separate components of the total all-inclusive maximum price.

## **7. EVALUATION PROCEDURES**

- **Audit Proposal Evaluation**

The Village of Random Lake Board will evaluate the proposals.

- **Evaluation Criteria**

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1. **Mandatory Elements**
  - a. The audit firm is independent and licensed to practice in Wisconsin.
  - b. The firm has no conflict of interest with regard to any other work performed by the firm for the Village.
  - c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
  - d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

2. **Technical Qualifications**

- a. **Expertise and Experience**

- The firm's past experience and performance on comparable government engagements.
- The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

- **Oral Presentations**

During the evaluation process, the Village may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide the firm with an opportunity to answer any questions the Village may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

- **Final Selection**

The Village Board will select a firm based upon the above criteria. It is anticipated that a firm will be selected August 2, 2021 at our Village Board meeting. Following notification of the firm selected, it is expected a contract will be executed between both parties on or before August 31, 2021.

- **Right to Reject Proposals**

Submission of a proposal indicated acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Random Lake and the Firm selected.

The Village of Random Lake reserves the right without prejudice to reject any or all.

It is my understanding that the agreement needs a slight adjustment with the \$25,000 payment being tied to condo buildings rather than condo lots (due to the condos being on one lot).

Based on my reading, I think the edits are very minor for the amendment:

- Page 4, Section 3(b)(iii) - Remove "to lot lines"
- Page 5, Section 4(c) - replace "13 duplex lots" with "13 duplex buildings"
- Page 6, Section 4(g) - replace 3rd line - "on the duplex lots" with "on the duplex buildings"
- Page 6, Section 4 (g) - Table - Modified 2nd column header - "# of Lots Required" with "# of Buildings Required"

Let me know if you have other changes... but this is where I think it matches with the goals of the group from last week.

Please advise if you see other changes.

Brian



# **DEVELOPMENT AGREEMENT FOR SCHOLLER DEVELOPMENT, LLC**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into on this 28th day of April, 2021 by and between the VILLAGE OF RANDOM LAKE, maintaining its principal office at 96 Russell Drive, Random Lake, Wisconsin 53075, hereinafter called the "VILLAGE," and SCHOLLER DEVELOPMENT, LLC, a Wisconsin limited liability company, maintaining its principal office at W5102 County Road K, Random Lake, Wisconsin 53075, hereinafter called "SCHOLLER DEVELOPMENT, LLC."

## **RECITALS**

WHEREAS, pursuant to its authority under Wisconsin Statute Section 66.1105 (the "Tax Increment Law"), the VILLAGE has created TAX INCREMENTAL DISTRICT ("TID") No. 4 with boundaries approximately as depicted on the attached map marked as Exhibit A (the "District") and promote new mixed use & industrial development, tax base and other economic benefits within the District boundaries; and

WHEREAS, SCHOLLER DEVELOPMENT, LLC is the fee simple owner of the following two parcels of real estate: a parcel containing approximately 16 acres and known as tax parcel # 59028 429600 and legally described on Exhibit B attached hereto and a parcel containing approximately 34 acres and known as tax parcel 59028 429585 also legally described on Exhibit B attached hereto; and

WHEREAS, attached hereto as Exhibit C map for both of the two tax parcels which are identified as "Area to be Annexed" as well as other adjoining parcels; and

WHEREAS, the Area to be Annexed has now been annexed and is hereinafter collectively referred to as the "Site"; and

WHEREAS, SCHOLLER DEVELOPMENT, LLC intends to develop the Site into residential housing; and

WHEREAS, SCHOLLER DEVELOPMENT, LLC intends to develop on the site a 26 unit duplex subdivision along with a single family residential subdivision, as depicted on Exhibit D; and

WHEREAS, the 26 unit duplex subdivision and the single family residential subdivision will be located within the district; and

WHEREAS, the site improvements will benefit employment and tax base within the community; and

WHEREAS, the VILLAGE believes the creation of the District is in the best interest of the VILLAGE and its residents and is in accordance with the public purposes and conditions of applicable State and local laws and the standards under which the District will be implemented; and

WHEREAS, the residential subdivisions will require a variety of improvements in and adjacent to the Site; and

WHEREAS, the Site will be located within the municipal boundaries of the VILLAGE, which owns and operates the sanitary sewer and water distribution and will provide such utility services to the Site; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and SCHOLLER DEVELOPMENT, LLC in order to accommodate the residential Improvements.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the terms contained herein, payment by SCHOLLER DEVELOPMENT, LLC to the VILLAGE of the sum of \$10,000.00 together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the VILLAGE and SCHOLLER DEVELOPMENT, LLC do hereby agree as follows:

#### **1. REPRESENTATIONS BY THE VILLAGE.**

The VILLAGE makes the following representations as the basis for the undertaking on its part herein contained:

- (a) The VILLAGE is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
- (b) The activities of the VILLAGE are undertaken for the purposes defined in the Tax Increment Law.
- (c) To finance the costs of the activities to be undertaken by the VILLAGE, the VILLAGE proposes to use the Tax Increments (as defined in the Tax Increment Law) derived from the District for the payment of the principal of and interest due on the Loan (as hereinafter defined), which is incurred by the VILLAGE to finance its financial obligations under this Agreement.
- (d) The parties signing this Agreement for the VILLAGE have been fully authorized to execute this Agreement on behalf of the VILLAGE, and after execution by such parties, this Agreement shall be binding upon the VILLAGE.
- (e) The VILLAGE contemplates creating a District with a twenty (20) year life and the base value for the property within the District will be determined as of January 1, 2021.

## **2. REPRESENTATIONS AND WARRANTIES OF SCHOLLER DEVELOPMENT, LLC.**

SCHOLLER DEVELOPMENT, LLC represents and warrants that:

(a) The party signing this Agreement for SCHOLLER DEVELOPMENT, LLC warrants that he has full power and authority to execute this Agreement on behalf of SCHOLLER DEVELOPMENT, LLC and to bind SCHOLLER DEVELOPMENT, LLC to this Agreement.

(b) SCHOLLER DEVELOPMENT, LLC would not construct the residential Improvements referred to in paragraph 4 below but for the tax increment financing assistance being provided by the VILLAGE hereunder.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which SCHOLLER DEVELOPMENT, LLC is now a party or by which it is bound, or constitutes a default under any of the foregoing.

## **3. OBLIGATIONS OF THE VILLAGE.**

(a) The VILLAGE shall, at its sole cost and expense, provide the following improvements (the "Village of Improvements"):

(i) Install new sewer lift station west of the southwest corner of the intersection of Lake Breeze and Orth streets by October 1, 2021.

(ii) Install approximately 500 feet of sanitary sewer and water in that part of Orth Drive extending from Lake Breeze Lane to the east by July 31, 2021.

(iii) Install upgrades to existing sewer lift station on East Shore Drive by December 2024.

(iv) Make park and trail improvements for the lands dedicated as public park area as further described in subparagraph 4(k) as such time as tax incremental financing becomes available from development of single family residential lots.

(b) The VILLAGE shall make development incentive payments to SCHOLLER DEVELOPMENT LLC at the completion of the following benchmarks:

(i) \$100,000.00 upon completion and acceptance by the Village of storm sewer and related storm water management requirements for the duplex subdivision.

(ii) \$100,000.00 upon completion and acceptance by the Village of sanitary sewer in the duplex subdivision.

(iii) \$100,000.00 upon completion and acceptance by the Village of water main and laterals ~~to lot lines~~ in the duplex subdivision.

(iv) \$50,000.00 upon completion and acceptance by the Village of the binder layer of asphalt for the street and cul de sac in the duplex subdivision. The parties agree that the street in the duplex subdivision need not be greater than 36 feet in width including curb and gutter.

(v) \$50,000.00 upon completion and acceptance by the Village of the surface layer of asphalt for the street and cul de sac in the duplex subdivision.

(vi) \$37,500.00 on February 15, 2026 and again on February 15, 2027 contingent upon completion and acceptance by the Village of an approximately 600 foot street with binder layer of asphalt by no later than December 1, 2025. This will open the single family subdivision from Orth Drive for development. (Lots 1,2,3,4,5,6,7,32,33,34,35,36,37 and 38.)

(vii) \$37,500.00 on two consecutive February 15's starting no earlier than February 15, 2028 and no later than February 15, 2032 and contingent upon completion and acceptance by the Village an approximately 550 foot street extension of single family subdivision entrance road with binder layer of asphalt. The road extension will occur a year prior to the first payment identified in this provision. This will open the single family subdivision Lots 24,25,26 and 27 in the subdivision. These payments are also contingent upon SCHOLLER DEVELOPMENT, LLC having substantially completed improvements having an assessed value of not less than \$3,900,000.00 in the Tax Incremental District #4.

(c) The Village shall pay various taxes and fees and provide services as follows:

(i) Pay property taxes to the Town of Sherman for lands annexed to the Village and made part of the tax incremental financing district as required by law.

(ii) Pay various fees to the Wisconsin Department of Revenue, the Village engineers, the Village attorney in connection with the commencement, amendment and annual reporting requirements for the tax incremental financing district as required by law.

(iii) Provide maintenance for storm water drainage facilities for which easement access is available.

(iv) Pay its financial consultants to prepare annual reports as required by law and to assist in the formation of the TIF district.

(v) Pay Village engineers and provide Village personnel for inspection and review of infrastructure and other improvements provided by SCHOLLER DEVELOPMENT, LLC.

(vi) Provide administrative services for the tax incremental financing district at modest cost consistent with Wisconsin Department of Revenue guidelines.



(vii) All of the foregoing taxes, fees and costs shall be considered TIF eligible expenditures.

(d) In order to finance the construction of the Village Improvements, the VILLAGE shall obtain a general obligation State Trust Fund Loan from the Wisconsin Board of Commissioners of Public Lands for a term of twenty (20) years at a fixed interest rate (currently 4.00% for 20 year loans) or other equivalent twenty (20) year fixed financing.

#### **4. OBLIGATIONS OF SCHOLLER DEVELOPMENT, LLC.**

(a) SCHOLLER DEVELOPMENT, LLC agrees to annex the Site to the Village of Random Lake and be responsible for all surveying and other costs and fees associated therewith.

(b) SCHOLLER DEVELOPMENT, LLC shall provide at no cost to VILLAGE sufficient lands on which to install a sewer lift station. The land will include a 50 foot x 50 foot approximately 150 ft west of Lake Breeze Dr along with an access easement of 30 feet in width.

(c) SCHOLLER DEVELOPMENT, LLC shall pay as a Developer's Contribution to the VILLAGE \$25,000.00 for each of the 13 duplex ~~lots~~ buildings in accordance with the schedule set forth in paragraph (g) hereafter.

(d) SCHOLLER DEVELOPMENT, LLC agrees to develop the duplex subdivision in the summer and fall of 2021 and in connection therewith shall be responsible for all work and costs except as provided for in paragraph 3 (a) of this agreement and including but not limited to engineering and development planning, site grading including water retention, landscaping, lighting and other safety enhancements to accommodate access to the Orth Street pedestrian way, street lighting, utility services, street signs, road and cul de sac construction, sanitary sewer and water system extensions, storm sewer and storm water drainage facilities. The parties agree that no sidewalks shall be required for duplex subdivision; however, the safety enhancements to accommodate access to Orth Street pedestrian way referred to above shall include SCHOLLER DEVELOPMENT, LLC installing one or more street lights at that intersection as determined by WE Energies together with a cross walk, curb cut and paved walk between the curb and sidewalk on the north side of Orth Street.

(e) SCHOLLER DEVELOPMENT, LLC agrees that the design and construction of all aspects of the development of the subdivisions shall be subject to review and approval by the VILLAGE and its engineers. SCHOLLER DEVELOPMENT, LLC agrees to submit exterior building renderings and materials to the Plan Commission to provide an architectural review of the type of construction proposed.

(f) SCHOLLER DEVELOPMENT, LLC agrees to develop the single family residence subdivision in the future and in connection therewith shall be responsible for all related costs.

(g) SCHOLLER DEVELOPMENT, LLC shall no later than December 31, 2026, have constructed and substantially completed improvements having an assessed value of not less than Three Million Nine hundred thousand and No/dollars on the duplex lots buildings consistent with the attached schedule. In the event that SCHOLLER DEVELOPMENT, LLC fails to maintain the said scheduled improvements, it shall make a payment to the Village of Random Lake by the end of the following year for the lost tax increment resulting from such failure which tax increment shall be calculated at the then current village tax rate per thousand dollars of valuation (hereinafter called "Clawback Payments").

Schedule of Minimum Valuation for Payment in Lieu of Taxes

Year	# of <u>Buildings</u> Lots Required	Annual Value Increase	Total Minimum Valuation
2021	1	\$300,000	\$300,000
2022	2	\$600,000	\$900,000
2023	3	\$900,000	\$1,800,000
2024	3	\$900,000	\$2,700,000
2025	3	\$900,000	\$3,600,000
2026	1	\$300,000	\$3,900,000

(h) As security for its obligation to make Clawback Payments under this Agreement, on or before December 15, 2021, SCHOLLER DEVELOPMENT, LLC shall deposit with the VILLAGE an unconditional, irrevocable letter of credit in the amount of \$25,000.00 (the "Letter of Credit"). The VILLAGE may draw upon the Letter of Credit in the event that SCHOLLER DEVELOPMENT, LLC fails to timely make any Clawback Payment hereunder. In the event the VILLAGE makes a draw on the Letter of Credit, SCHOLLER DEVELOPMENT, LLC agrees to reinstate the Letter of Credit to its full amount within thirty (30) days of such draw. The Letter of Credit shall remain in place until there are two consecutive years where there is no Clawback Payment due under this Agreement, in which case, the Letter of Credit shall then be delivered to SCHOLLER DEVELOPMENT, LLC and there shall be no further obligation to provide the Letter of Credit.

(i) SCHOLLER DEVELOPMENT, LLC hereby provides the VILLAGE, its agents, employees, officials, representatives, engineers, and contractors the right to enter upon the Site, at all reasonable times, and upon reasonable notice, for the purposes of facilitating and constructing the Village Improvements.

(j) Nothing in this Agreement relieves SCHOLLER DEVELOPMENT, LLC from any obligations to obtain all necessary approvals and to follow all applicable local, state and federal requirements.

(k) By December 31, 2021 SCHOLLER DEVELOPMENT, LLC will have recorded in the office of the Register of Deeds a Warranty Deed to the VILLAGE showing no liens or encumbrances of approximately 13 acres of land as described on Exhibit E for park formation and in lieu of monetary park contributions for both subdivisions.

**5. SECURITY FOR PAYMENT OF LOST TAX INCREMENTS AND DEVELOPER'S CONTRIBUTIONS.** At the time that the final plat is approved for the duplex subdivision, SCHOLLER DEVELOPMENT, LLC shall submit to the VILLAGE a signed and notarized Real Estate security agreement placing a lien upon the land proposed to be the single family residential subdivision in order to provide security for the obligations to pay developer's contributions as described in paragraph 4 (c) above and lost tax increments as described in paragraph 4 (g) above. The VILLAGE agrees to subordinate its lien to first mortgage financing for the costs of the development contemplated by this Agreement.

**6. CONTRACTOR INSURANCE.** SCHOLLER DEVELOPMENT, LLC shall assure that the general contractor for the developer improvements maintains sufficient comprehensive general liability and other insurance as determined by the Village to be appropriate for the developer improvements being performed and as will adequately protect the Village from liability for personal injury, death, property damage, workers' compensation or any other damages arising out of the work to be performed, whether caused by the acts or omissions of the general contractor, any subcontractor, any person directly or indirectly employed by them or for any other person for whom they might be liable. Limits of coverage shall be in amounts as determined by the Village for each SCHOLLER DEVELOPMENT, LLC phase. SCHOLLER DEVELOPMENT, LLC shall require the general contractor to provide to the Village a current Certificate of Insurance to evidence compliance with this Agreement naming the Village and their consultants as an additional insured before any work is commenced on the developer improvements.

**7. GUARANTY OF PUBLIC IMPROVEMENTS.** SCHOLLER DEVELOPMENT, LLC agrees to guaranty all public improvements against defects in workmanship or materials for a period of one (1) year from the date of acceptance by the Village Engineer. If any defect should appear during the applicable guaranty period, SCHOLLER DEVELOPMENT, LLC agrees to make any and all required replacements or repairs of the defective work as determined by the Village at SCHOLLER DEVELOPMENT, LLC own expense. This expense includes total and complete restoration of any disturbed surface within the development or on adjacent property, in a good and workmanlike manner and to the standards provided in this Agreement and the addenda to this Agreement. Each repair or replacement performed pursuant to this paragraph shall be guaranteed on the same terms and conditions (including the guaranty of all future corrections of defects) for a period equal to the original guaranty applicable to the specific public improvement from the completion thereof.

**8. PUBLIC INFRASTRUCTURE CONTRACTS.** The VILLAGE shall select contractors as necessary for the VILLAGE's construction of the Village Improvements through competitive bids in compliance with local ordinances and state statutes.

**9. DEFAULT.**

(a) By SCHOLLER DEVELOPMENT, LLC. Any one or more of the following shall constitute a SCHOLLER DEVELOPMENT, LLC default under this Agreement:

(i) a petition for bankruptcy is filed by SCHOLLER DEVELOPMENT, LLC or SCHOLLER DEVELOPMENT, LLC is adjudicated insolvent;

(ii) a trustee, receiver or liquidator is appointed for all or part of the assets of SCHOLLER DEVELOPMENT, LLC and the same is not dismissed within ninety (90) days of such appointment or SCHOLLER DEVELOPMENT, LLC makes a general assignment for the benefit of its creditors;

(iii) SCHOLLER DEVELOPMENT, LLC admits in writing its inability to or is in fact unable to pay its debts generally as they become due; or

(iv) SCHOLLER DEVELOPMENT, LLC fails to timely and fully perform any one or more of its obligations under this Agreement within thirty (30) days following delivery of notice of such default from the VILLAGE; provided, however, SCHOLLER DEVELOPMENT, LLC shall not be deemed to be in default if SCHOLLER DEVELOPMENT, LLC commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

In the event of a SCHOLLER DEVELOPMENT, LLC default hereunder, the VILLAGE may suspend its performance under this Agreement until it receives assurances from SCHOLLER DEVELOPMENT, LLC, deemed adequate by the VILLAGE, that SCHOLLER DEVELOPMENT, LLC will cure its default and continue its performance under this Agreement. In addition, the VILLAGE may exercise any other remedy available at law or in equity, including the recovery from SCHOLLER DEVELOPMENT, LLC of all damages, costs and expenses, including but not limited to, reasonable attorneys' fees, incurred by the VILLAGE related to or arising out of SCHOLLER DEVELOPMENT, LLC'S default.

(b) By VILLAGE. In the event that the VILLAGE fails to timely and fully perform any one or more of its obligations under this Agreement within thirty (30) days following delivery of notice of such default from SCHOLLER DEVELOPMENT, LLC, SCHOLLER DEVELOPMENT, LLC may exercise any and all remedies available at law or in equity due to such default, including the recovery of all damages, costs and expenses, including but not limited to, reasonable attorney's fees, incurred by SCHOLLER DEVELOPMENT, LLC related to or arising out of the VILLAGE's default.

**10. AUTHORITY APPROVALS AND PERMITS.** SCHOLLER DEVELOPMENT, LLC shall obtain all state, county, and local approvals and permits as may be required under the Wisconsin Statutes or administrative regulations, Sheboygan County Code of Ordinances or VILLAGE of RANDOM LAKE Code of Ordinances.

**11. PROPERTY OWNERSHIP; TITLE EVIDENCE.** SCHOLLER DEVELOPMENT, LLC represents and warrants that it owns the Phase 1 Parcel, free and clear of all liens and encumbrances or in the alternative has secured written approval from all mortgagees or other interested parties, so that all provisions of this Agreement are valid and enforceable against SCHOLLER DEVELOPMENT, LLC, the Phase 1 Parcel, and all successors in interest.

**12. HOLD HARMLESS AND INDEMNIFICATION.** SCHOLLER DEVELOPMENT, LLC shall defend, indemnify and hold harmless the VILLAGE, its elected and appointed

officers, employees, agents, and staff, from and against all claims, actions, suits, judgments, liability, loss and expense, including reasonable attorneys' fees and litigation costs, arising out of this Agreement or arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent or intentional act, error, or omission, misconduct, or other fault of SCHOLLER DEVELOPMENT, LLC, or any of its agents, contractors or employees, in the performance of its obligations under this Agreement. This agreement of indemnification shall survive termination of this Agreement. VILLAGE shall defend, indemnify and hold harmless SCHOLLER DEVELOPMENT, LLC, its members, officers, employees, agents, and staff, from and against all claims, actions, suits, judgments, liability, loss and expense, including reasonable attorneys' fees and litigation costs, arising out of this Agreement or arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent or intentional act, error, or omission, misconduct, or other fault of VILLAGE, or any of its agents, contractors or employees, in the performance of its obligations under this Agreement. This agreement of indemnification shall survive termination of this Agreement.

**13. NO AGENCY RELATIONSHIP CREATED.** SCHOLLER DEVELOPMENT, LLC is not an agent of the VILLAGE, and does not possess any actual or implied authority to act for or on behalf of the VILLAGE with respect to this project, or any other matter. SCHOLLER DEVELOPMENT, LLC shall not be an additional insured under VILLAGE insurance policies. SCHOLLER DEVELOPMENT, LLC specifically agrees that no representation, statement, assurance or guarantee will be made by SCHOLLER DEVELOPMENT, LLC to any third party that is contrary to this provision.

**14. TERM.** The term of this Agreement shall commence upon the date of its execution by the last party to sign and shall continue in full force and effect until both parties have fulfilled their obligations pursuant to this Agreement. The parties each hereby expressly agree on behalf of themselves and their heirs, successors and assigns, that any provision of law or equity to the contrary notwithstanding, that this Agreement shall continue in effect throughout its term, notwithstanding any default by any party hereto.

**15. NONDISCRIMINATION.** SCHOLLER DEVELOPMENT, LLC agrees not to discriminate on the basis of race, color, religion, sex, ancestry, age, handicap, marital status or national origin in the construction, use or operation of the Phase 1 Improvements and that the continued use and operation of the Phase 1 Improvements shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

**16. OTHER TERMS.**

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement shall not be altered or amended, except by agreement in writing, executed by the parties hereto. However, in any event this agreement shall be null and void and of no legal effect if the joint review board fails to approve the TID.

(b) Severability. If any provisions, or portions thereof, of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to

any other persons of circumstances shall not be affected hereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Binding Effect. This Agreement and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and/or assigns, and no third party, other than such heirs, personal representatives, successors, and/or assigns, shall be entitled to enforce any term, covenant or condition of this Agreement or have any rights hereunder.

(d) Non-Assignment. This Agreement, and the interests hereunder, shall not be assigned except with the prior, written consent of the VILLAGE, which consent shall not be unreasonably withheld.

(e) Survival. All of the terms, conditions, and provisions of this Agreement, including but not limited to all indemnification provisions, shall survive the termination of this Agreement for the applicable statute of limitations.

(f) Time is of Essence. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.

(g) Waiver. No delay or omission by any of the parties hereto, or their heirs, successors, and/or assigns, to exercise any right or power accruing upon any noncompliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto, or their heirs, successors, and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

(h) Force Majeure. The obligations of any of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.

(i) Headings. The headings in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(j) Notices. Any notice, demand, or statement required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served if done so by: (1) personal delivery to the other party; (2) overnight courier; (3) facsimile; or (4) deposit in the United States mail, postage prepaid and, in any of such cases, addressed to the address set forth below:

If to VILLAGE: VILLAGE OF RANDOM LAKE  
Attn: VILLAGE Clerk/Treasurer  
P.O. Box 344  
Random Lake, WI 53075

With a copy to: Attorney Edward J. Ritger  
Ritger Law Office  
675 Wolf Road  
P. O. Box 371  
Random Lake, WI 53075

If to SCHOLLER: SCHOLLER DEVELOPMENT, LLC  
Attn: John R. Scholler  
W5102 County Road K  
Random Lake, WI 53075

With a copy to: Attorney James O. Conway  
602 N. Sixth Street  
Sheboygan, WI 53081

(k) Change of Address. Any party hereto may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with Section 16(j). At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices. If requested by SCHOLLER DEVELOPMENT, LLC, the VILLAGE agrees to provide copies of any notices from the VILLAGE to SCHOLLER DEVELOPMENT, LLC to SCHOLLER DEVELOPMENT, LLC's lender provided SCHOLLER DEVELOPMENT, LLC gives the VILLAGE notice of such lender and such lender's contact information.

(l) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any action to enforce or concerning this Agreement shall be brought in the Circuit Court for Sheboygan County, Wisconsin.

(m) Immunity. Nothing contained in this Agreement constitutes a waiver of the VILLAGE's sovereign or governmental immunities under applicable law. Furthermore, under no circumstances shall any trustee, officer, official or member of the VILLAGE Board or VILLAGE employee or agent have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(n) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic (pdf) signatures shall also be deemed an original.

VILLAGE OF RANDOM LAKE

SCHOLLER DEVELOPMENT, LLC

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

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

Name: Michael Sanfelippo

Name: John Scholler

Its: President

Its: one of its Members

Attest:

\_\_\_\_\_

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

Name: Jo Ann Lesser

Name: Gordon Veldboom

Its: Clerk/Treasurer

Its: one of its Members

This document drafted by:  
Attorney Edward J. Ritger  
Ritger Law Office  
Random Lake, Wisconsin



# EXHIBIT A



## Exhibit B

**Tax Parcel (approximately 16 Acres): 59028 429600**

**Abbreviated Legal Description:**

W1/2 SW SE, SEC 35, EXC COM AT SE COR, SD W1/2, TH N1 DEG E 260.04', W 567.54', S 260', TH E 563' TO BEG, & EXC PRT FOR ROAD DESC IN V 1382 P 173-74.

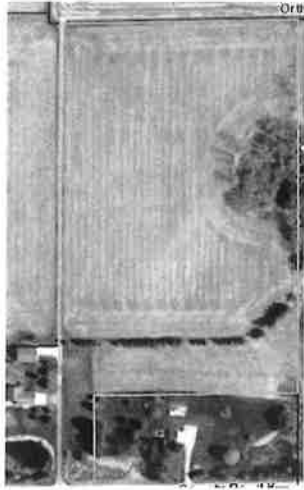
**Tax Parcel (approximately 34 acres): 59028 429585**

**Abbreviated Legal Description:**

LOT 2 CSM V14 P 217-18 - PRT SW SW & SE SW, SEC 35, COM S89 DEG 03'52"W 453' FROM S1/4 COR SD SEC, TH CONT S89 DEG 03'52"W 452.46', N03 DEG 19' 45"E 506', S79 DEG 18'57"W 570.86' TO CEN OF CREEK, N02 DEG 45'57"E 262.8' ALG CEN SDCREEK, N22 DEG 39'04"W 96.67' ALG CEN SD CREEK, N89 DEG 03'52"E 996.24', TH S0 DEG 56' 08"E 760' TO BEG, EXC CSM V19 P 69-70, #1658220, & ALSO PR SW SW, SEC 35 LYING E OF CEN OF MUELLER CREEK (SD 1/4 BEING S1/2 OF GOV'T LOT 4), EXC COM S89 DEG 03'52"W 1429.45' FROM S1/4 COR, SD SEC TH ALG CEN OF CREEK N01 DEG 04'32"W 407.94', N02 DEG 45'57"E 262.80', N22 DEG 39'04"W 96.67', N89 DEG 03'52"E TO E LN SW SW, SLY ALG SD E LN TO S LN OF SEC, TH S89 DEG 03'52"W TO BEG, & ALSO SE SW (SD 1/4 BEING S1/2 OF GOV'T LOT 3), SEC 35, EXC COM S89 DEG 03'52"W 453' FROM S1/4 COR, SD SEC, TH N0 DEG 56'08"W 760', S89 DEG 03'52"W TO W LN SE SW, SLY ALG W LN TO S LN OF SEC, TH N89 DEG 03'52"E TO BEG, & ALSO EXC COM AT S1/4 COR SD SEC, TH S89 DEG 16'02"W ALG S LN OF SW1/4 SD SEC 257.27', N400', N89 DEG 16'02"E 257.27' TO E LN OF SW1/4 SD SEC, TH S ALG SD E LN 400' TO PNT OF BEG, & ALSO EXC COM AT S1/4 COR SD SEC, TH S89 DEG 16'02"W ALG S LN OF SW1/4 SD SEC 257.27' TO PNT OF BEG, TH S89 DEG 16'02"W ALG SD S LN 195.73', N0 DEG 43'58"W 288.79', N89 DEG 16'02"E 199.42', TH S 288.81' TO BEG, & ALSO EXC THAT PRT FOR ROAD DESC IN V1382 P 173-74, & ALSO EXC COM AT S1/4 COR, SD SEC, TH S89 DEG 17'36"W 453', TH N00 DEG 42'24"W 288.79' TO PNT OF BEG, TH CONT N00 DEG 42'24"W 111.18', N89 DEG 17'36"E 200.85', S00 DEG 01'41"W 111.19', TH S89 DEG 17'36"W 199.42' TO BEG.

**Exhibit C**

**Parcel: 59028 429600**



**Parcel 59028 429585**



**Exhibit D**  
**Draft Subdivision Design**



April 20, 2021  
**RANDOM LAKE SUBDIVISION**  
 Random Lake, WI      2021-25      SCALE: 1"=150'



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**Sheboygan County**

**Planning & Conservation Department**

Administration Building  
P: (920) 459-3060  
E: [plancon@sheboygancounty.com](mailto:plancon@sheboygancounty.com)

508 New York Avenue  
P: (920) 459-1370

Sheboygan, WI 53081-4126  
F: (920) 459-1371

Director  
Aaron C. Brault

RECEIVED  
MAY 24 2021  
BY:

May 22, 2021

Village of Random Lake  
Attn: Michael San Felippo  
PO Box 344  
Random Lake, WI 53075

RE: 2020 Sheboygan Stewardship Grant – Jesse Park Planning Project

Dear Mr. San Felippo:

In 2020 Sheboygan County Planning and Conservation Department (Department) awarded the Village of Random Lake (Village) a \$21,600 Stewardship Grant for the Jesse Park Planning Project. The first payment of \$10,800 was paid at the execution of the Stewardship Grant Agreement July of 2020 (see attached).

It has come to our knowledge that the Jesse Park Planning Project will no longer come to fruition and that the project location has changed to a different part of the Village entirely. The Department asks that you reimburse the \$10,800 that was sent to you when the agreement was first signed since the project is no longer being implemented as proposed.

Please make a check out to 'Sheboygan County Treasurer' and send it to the Department at your earliest convenience.

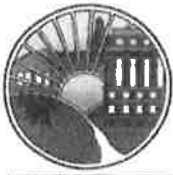
If you have any further questions, please feel free to contact me at 920-459-3060.

Sincerely,

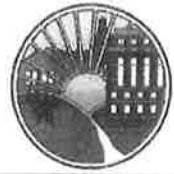
Tyler Betry  
Deputy Director / County Conservationist

cc: Jo Ann Lesser, Village Clerk/Treasurer  
Brian Depies, SEH





# STEWARDSHIP GRANT AGREEMENT



<b>SPONSOR:</b>	Sheboygan County
<b>APPLICANT:</b>	Village of Random Lake
<b>PROJECT SCOPE AND DESCRIPTION OF PROJECT:</b>	Project Development: Park Planning
<b>PERIOD COVERED BY THIS AGREEMENT:</b>	July 21th, 2020 – July 21th, 2021

## PROJECT COSTS

Total Award:	\$21,600
Paid at Execution of Agreement:	\$10,800
Paid by Project Completion Date:	\$10,800

The persons signing for the Sponsor represent both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

Village of Random Lake  
(Grantee)

Sheboygan County  
(Sponsor)

By:

Robert McDermott  
(Signature)

Robert McDermott  
(Printed name)

President  
(Title)

7-29-2020  
(Date)

By:

[Signature]  
(Signature)

Aaron Brault  
(Printed name)

Director  
(Title)

7/20/2020  
(Date)





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In Progress Checks - Full Report - ALL

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	6/08/2021	Archer Mat Rental & Sales LLC	
5/25/21			
100-00-51600-230-000	5/25/21	VILLAGE HALL - S.M.R.E	22.75
		32794	
		Total	22.75
	6/08/2021	Aurora Health Care	
		Account #: 600007341	
100-00-53100-136-000		EAP/DOT DRUG PROGRAM	27.00
		HUIRAS-random test	
		1379102	
		Total	27.00
	6/08/2021	Canon Solutions America	
		1462464	
100-00-51420-390-000		CLERKS OFFICE-SUPPLIES/EXP	31.50
		Copier Maintenance 05/22-06/21	
		4036343529	
100-00-51420-390-000		CLERKS OFFICE-SUPPLIES/EXP	25.85
		Copier Usage 04/22-05/21	
		4036342821	
		Total	57.35
	6/08/2021	Casper's Truck Equipment	
		LIFTGATE	
100-00-53240-360-000		VEHICLE-S.M.R.E	4,035.00
		LIFTGATE	
		0049205-IN	
		Total	4,035.00
	6/08/2021	Chemtrade Chemicals US LLC	
		Customer #: 44573	
660-00-54600-390-000		WWTP - S,M,R,E	8,537.70
		Hyper Ion 1997 Bulk	
		93127560	
		Total	8,537.70
	6/08/2021	Complete Office of Wisconsin	
		Supplies for Lakeview Park & Attendants	
100-00-55220-230-000		LAKEVIEW PARK-S,M,R,E	97.32
		Supplies for Lakeview Park & Attendants	
		942060	
		Total	97.32
	6/08/2021	CORSON, PETERSON & HAMANN S.C.	

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51510-210-000		ACCOUNTING-PROF SERVICES	2,300.00
		FORM-C 10545	
Total			2,300.00

6/08/2021 Dlapa Construction LLC  
KIRCHER PARK-GRANDSTAND PROJECT

100-00-57223-000-000		KIRCHER PARK	27,965.00
		KIRCHER PARK-GRANDSTAND PROJECT 3402	
Total			27,965.00

6/08/2021 Ehlers & Associates Inc.  
2021 TID 4 CREATION

401-00-51500-390-000		TID FEES	13,500.00
		2021 TID 4 CREATION 86837	
Total			13,500.00

6/08/2021 EnduraClean Inc.  
TOILET PAPER, PAPER TOWELS, SOAP, WIPES

100-00-55220-230-000		LAKEVIEW PARK-S,M,R,E	748.19
		TOILET PAPER, PAPER TOWELS, SOAP, WIPES 13781	
Total			748.19

6/08/2021 Energenecs  
Customer #: RAN006

660-00-54600-390-000		WWTP - S,M,R,E	1,831.25
		LEVEL SENSOR RAW PUMP 2 REPAIR 0042034-IN	
Total			1,831.25

6/08/2021 Extinguishers at Random LLC  
Yearly extinguisher maintenance

100-00-53100-350-000		OFFICE SUPPLIES/EXP	14.46
		Yearly extinguisher maintenance JUNE, 2021	
600-00-54900-390-000		WELL HOUSE-SUPPLIES/EXP	28.93
		Yearly extinguisher maintenance JUNE, 2021	
100-00-55211-230-000		BERTRAM PARK-S,M,R,E	14.46
		Yearly extinguisher maintenance JUNE, 2021	
100-00-53230-230-000		SHOP-S,M,R,E	43.38
		Yearly extinguisher maintenance JUNE, 2021	
100-00-53240-360-000		VEHICLE-S.M.R.E	57.84
		Yearly extinguisher maintenance JUNE, 2021	

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
660-00-54600-390-000		WWTP - S,M,R,E	28.93
		Yearly extinguisher maintenance	
		JUNE, 2021	
		Total	188.00
6/08/2021 Exxon Mobil			
Acct. #: 7187 6000 0964 6503			
100-00-53240-391-000		GAS & OIL (60%)	875.73
		60% fuel	
		9646503105	
600-00-54615-391-000		VEHICLES-GAS/OIL 20%	291.91
		20% fuel	
		9646503105	
660-00-54615-391-000		VEHICLES-GAS 20%	291.91
		20% fuel	
		9646503105	
		Total	1,459.55
6/08/2021 FARMERS' IMPLEMENT, LLC			
100-00-53240-350-000		EQUIPMENT/STREET MACH-S,M,R,E	730.00
		50850574	
		Total	730.00
6/08/2021 Frontier Communications			
Account: 920-994-9952-102915-5			
100-00-51600-221-000		TELEPHONE/INTERNET-VILLAGE HAL	225.98
		04/21/20-05/20/20	
660-00-54600-221-000		WWTP - TELEPHONE/INTERNET	0.00
		04/28/20-05/27/21	
		Total	225.98
6/08/2021 Grota Appraisals LLC			
Annu. Assess work-JULY, AUG, SEPT 2021			
100-00-51530-210-000		ASSESSING-PROF SERVICES	1,700.00
		Annu. Assess work-JULY, AUG, SEPT 2021 1654	
		Total	1,700.00
6/08/2021 Hartmann Sand & Gravel Co. Inc.			
KIRCHER PARK PROJECT			
100-00-57223-000-000		KIRCHER PARK	14,129.16
		KIRCHER PARK PROJECT	
		27912	
100-00-55220-230-000		LAKEVIEW PARK-S,M,R,E	176.83
		LAKEVIEW PARK SAND FOR BEACH	
		28037	

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021

From Account:

Thru: 6/08/2021

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
Total			14,305.99

6/08/2021 Hawkins Inc.

109971

660-00-54600-390-000	WWTP - S,M,R,E		265.40
	DELDNUM, SODIUM BISULFITE 40%	4937937	

Total 265.40

6/08/2021 HAWLEY KAUFMAN & KAUTZER S.C.

Account #: 170304-00000M

100-00-51300-210-000	LEGAL-PROFESSIONAL SERVICES		367.50
	Services from 04/27-05/24	51	

Total 367.50

6/08/2021 KAPUR & ASSOCIATES INC.

LIFT STATION ORTH & LAKE BREEZE

401-00-57300-000-000	STREET PROJECTS		11,108.58
	LIFT STATION ORTH & LAKE BREEZE	107871	

660-00-57600-000-000	WWTP		519.00
	WWTF UPGRADES-FINAL DESIGN	107869	

100-00-57300-000-000	STREETS		1,025.50
	GRAND AVE & SPRING ST.	107870	

Total 12,653.08

6/08/2021 Luke Paulus

SHOES

100-00-53100-311-000	SAFETY SUPPLIES REIMBURSEMENT		192.54
	SHOES		

Total 192.54

6/08/2021 Maxfield's Topsoil LLC

BASEBALL MIX

100-00-55210-230-000	KIRCHER PARK-S,M,R,E		816.00
	BASEBALL MIX	8642	

Total 816.00

6/08/2021 MICHELS

KIRCHER PARK PROJECT

100-00-57223-000-000	KIRCHER PARK		170.82
	KIRCHER PARK PROJECT	410576	

ALL Checks by Payee  
 POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
 Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
			Total 170.82
6/08/2021 NAPA AUTO PARTS			
Account #: 5600			
100-00-53240-350-000		EQUIPMENT/STREET MACH-S,M,R,E	41.25
		BATTERY 743815	
100-00-52500-391-000		SIREN-MAINTENANCE/EXP	404.44
		BATTERIES 743592	
100-00-52500-391-000		SIREN-MAINTENANCE/EXP	-40.00
		CORE DEPOSIT REFUND 743592	
			Total 405.69
6/08/2021 Nyhof Custom Gutter & Alum, Inc			
GUTTER REPAIR			
100-00-55110-230-000		LIBRARY-S,M,R,E	880.00
		GUTTER REPAIR 4023	
			Total 880.00
6/08/2021 Oostburg Concrete Products Inc.			
BLEACHERS			
100-00-55210-230-000		KIRCHER PARK-S,M,R,E	356.68
		BLEACHERS 2105-903113	
100-00-57220-000-000		LAKEVIEW PARK	10,006.65
		RAILING FOR LAKEVIEW PARK 2105-902859	
			Total 10,363.33
6/08/2021 TNT Enterprises			
KIRCHER PARK PROJECT			
100-00-57223-000-000		KIRCHER PARK	12,891.00
		KIRCHER PARK PROJECT 21378	
			Total 12,891.00
6/08/2021 Town of Osceola			
ATV SIGNS			
100-00-53300-230-000		STREET/STREET SIGN MAINT	146.20
		ATV SIGNS 2021 ATV	
			Total 146.20
6/08/2021 U.S. Cellular			
Account #: 920067883			

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53101-390-000		CELL PHONE-DPW	27.76
	Cell Phone -05/08/21-06/07/21	0438659728	
600-00-54600-221-000		PLANT - TELEPHONE	27.76
	Cell Phone-05/08/21-06/07/21	0438659728	
660-00-54600-221-000		WWTP - TELEPHONE/INTERNET	27.76
	Cell Phone- 05/08/21-06/07/21	0428659728	
<b>Total</b>			<b>83.28</b>

6/08/2021 UNIFIRST CORPORATION

5/18/21

100-00-53100-325-000		UNIFORMS	13.04
	5/18/21	1184914	
600-00-53660-392-000		UNIFORMS	13.03
	5/18/21	1184914	
660-00-53660-392-000		UNIFORMS	13.03
	5/18/21	1184914	
100-00-53100-325-000		UNIFORMS	13.04
	5/25/21	1186036	
600-00-53660-392-000		UNIFORMS	13.03
	5/25/21	1186036	
660-00-53660-392-000		UNIFORMS	13.03
	5/25/21	1186036	
100-00-53100-325-000		UNIFORMS	13.04
	5/11/21	1183828	
600-00-53660-392-000		UNIFORMS	13.03
	5/11/21	1183828	
660-00-53660-392-000		UNIFORMS	13.03
	5/11/21	1183828	
<b>Total</b>			<b>117.30</b>

6/08/2021 VON BRIESEN & ROPER, S.C.

APRIL SERVICES

100-00-52101-210-000		LEGAL-PROFESSIONAL SERVICES	590.00
	APRIL SERVICES	356550	
<b>Total</b>			<b>590.00</b>

6/08/2021 Water Tower Clean & Coat Inc.

Interior Cleaning and Inspection

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
600-00-54660-230-000		WATER TOWER-S,M,R,E	2,800.00
		Interior Cleaning and Inspection WT78550	
		Total	2,800.00

6/08/2021 WE Energies

0713341467-00002

660-00-54600-220-000		WWTP - ELECTRICITY	4,047.38
		0713341467-00002	
660-00-54600-220-000		WWTP - ELECTRICITY	25.56
		0718358668-00001 (27B HICKORY)	
660-00-54600-220-000		WWTP - ELECTRICITY	102.34
		0702740721-00001 (83 E Shore)	
660-00-54600-220-000		WWTP - ELECTRICITY	38.39
		0703126050-00001 (2698 St Rd 144)	
660-00-54600-223-000		WWTP-GAS	144.65
		0701658496-00001 (690A Wolf Rd)	
660-00-54600-223-000		WWTP-GAS	373.57
		0713341467-00004	
100-00-55210-220-000		KIRCHER PARK-ELECTRICTY	56.60
		0716251462-00001 (598 Grand)	
100-00-55180-220-000		HOLIDAY-ELECTRICITY	240.00
		0700509942-00008 (Holiday Lighting)	
100-00-51600-220-000		ELECTRIC/GAS-VILLAGE HALL	118.41
		0712133997-00002 (96 Rusell Dr.)	
100-00-55213-220-000		JESSE BAY PARK-CARROLL ST	16.25
		0712133997-00001	
100-00-56321-220-000		ENTRY SIGNS VILLAGE-ELECTRIC	18.82
		0700509942-00001 (41 Butler)	
600-00-54600-223-000		PLANT - GAS	10.36
		0707890207-00001 (701 North St)	
600-00-54600-223-000		PLANT - GAS	9.24
		0701230210-00001 (100 Lake Dr)	
100-00-55211-220-000		BERTRAM PARK-ELECTRICITY	243.96
		0717930649-00002 (529 1st St)	
100-00-55220-220-000		LAKEVIEW PARK-ELECTRICITY	48.65
		0713341467-00003 (66 Russell)	
100-00-55170-220-000		MEMORIAL PLOT-ELECTRICITY	21.64
		0712133997-00003 (431 1st St)	

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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-51600-220-000		ELECTRIC/GAS-VILLAGE HALL 0703665261-00001 (110A Butler)	22.97
100-00-56321-220-000		ENTRY SIGNS VILLAGE-ELECTRIC 0717930649-00003 (890 Carroll St)	19.76
100-00-53230-221-000		UTILITIES-SHOP 0710651839-00001 (electric)	148.37
100-00-53230-221-000		UTILITIES-SHOP 0710651839-00001 (gas)	147.23
100-00-53420-220-000		STREET LIGHTS 0700509942-00002	3,912.80
100-00-55210-220-000		KIRCHER PARK-ELECTRICTY 0717633878-00001 (590 Grand)	20.98
600-00-54600-220-000		PLANT - ELECTRIC 0700509942-00003 (Well #2)	1,302.75
600-00-54600-220-000		PLANT - ELECTRIC 0717930649-00001 (701 North)	1,320.55
600-00-54600-220-000		PLANT - ELECTRIC 0711308804-00001	21.78
100-00-55220-220-000		LAKEVIEW PARK-ELECTRICITY 0713341467-00001 (54 Russell)	15.71
Total			12,448.72

6/08/2021 WI DNR - Environmental Fee

Lab Certification Fee

660-00-54610-390-000	TEST LAB-S,M,R,E		1,283.50
	Lab Certification Fee	JUNE 2021	
660-00-54600-390-000	WWTP - S,M,R,E		2,046.29
	NR101 Wastewater Fee	JUNE 2021	
660-00-54600-390-000	WWTP - S,M,R,E		100.00
	SLUDGE DISPOSAL	JUNE 2021	
Total			3,429.79

Grand Total 136,351.73



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ALL Checks by Payee  
POOLED CHECKING (COLLINS)

ACCT

Dated From: 6/08/2021 From Account:  
Thru: 6/08/2021 Thru Account:

Amount

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Total Expenditure from Fund # 100 - GENERAL FUND	86,188.06
Total Expenditure from Fund # 401 - TID #4	24,608.58
Total Expenditure from Fund # 600 - WATER FUND	5,852.37
Total Expenditure from Fund # 660 - WASTEWATER FUND	19,702.72
Total Expenditure from all Funds	136,351.73



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Reprint Payroll Register Quick  
All Employees

Page: 1  
PAYRL

Check Date From: 5/19/2021  
Thru: 6/07/2021

From Dept: 100 GENERAL  
Thru Dept: 400 ELECTED OFFIC

Name / Chk	Beg	End Dates	Check Nbr	Hours	Earnings	Deductions	Net Pay
GILLETTE, LISA M			V776	64.00	1,152.00	231.88	920.12
5/20/2021	5/02/2021	5/15/2021					
HUIRAS, JOSEPH			V778	82.50	2,442.29	831.82	1,610.47
5/20/2021	5/02/2021	5/15/2021					
LESSER, JO ANN			V780	80.00	2,529.23	872.55	1,656.68
5/20/2021	5/02/2021	5/15/2021					
PAULUS, LUKE P			V783	83.50	1,577.13	842.99	734.14
5/20/2021	5/02/2021	5/15/2021					
SIEGEL, TYLER C			V784	88.00	1,702.01	483.57	1,218.44
5/20/2021	5/02/2021	5/15/2021					
GILLETTE, LISA M			V790	64.50	1,161.00	234.61	926.39
6/03/2021	5/16/2021	5/29/2021					
HUIRAS, JOSEPH			V792	93.00	2,442.29	831.82	1,610.47
6/03/2021	5/16/2021	5/29/2021					
LESSER, JO ANN			V794	80.00	2,529.23	872.55	1,656.68
6/03/2021	5/16/2021	5/29/2021					
PAULUS, LUKE P			V797	94.00	1,868.50	936.63	931.87
6/03/2021	5/16/2021	5/29/2021					
SIEGEL, TYLER C			V798	86.00	1,646.52	465.73	1,180.79
6/03/2021	5/16/2021	5/29/2021					
BINDER, HANNAH			30806	5.15	65.66	5.02	60.64
6/03/2021	5/16/2021	5/29/2021					
BROETZMANN, ISABELLA D			30807	1.00	12.50	0.96	11.54
6/03/2021	5/16/2021	5/29/2021					
GIESE, AARON D.			30808	62.00	744.00	106.18	637.82
6/03/2021	5/16/2021	5/29/2021					
MITCHEL, JOSIE C			30809	2.00	25.00	1.91	23.09
6/03/2021	5/16/2021	5/29/2021					
NOLL, CARLEE P			30810	4.00	50.00	3.83	46.17
6/03/2021	5/16/2021	5/29/2021					
PIEPER, ELIZABETH			30811	2.00	25.00	1.91	23.09
6/03/2021	5/16/2021	5/29/2021					
SCHOLLER, RYLEE A			30812	6.00	75.00	5.74	69.26
6/03/2021	5/16/2021	5/29/2021					

Totals:				897.65	20,047.36	6,729.70	13,317.66
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Total Checks: 17 (Male: 7 Female: 10)



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Reprint Payroll Register Quick  
All Employees

Page: 1  
PAYRL

Check Date From: 5/19/2021  
Thru: 6/07/2021

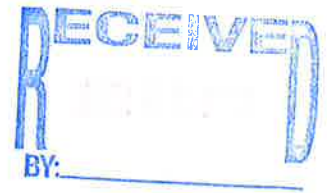
From Dept: 600 UTILITY  
Thru Dept: 600 UTILITY

Name / Chk	Beg	End Dates	Check Nbr	Hours	Earnings	Deductions	Net Pay
JACOBY, PHILIP			V779	83.50	2,594.19	900.33	1,693.86
5/20/2021	5/02/2021	5/15/2021					
JACOBY, PHILIP			V793	83.50	2,594.19	900.33	1,693.86
6/03/2021	5/16/2021	5/29/2021					
Totals:				167.00	5,188.38	1,800.66	3,387.72
Total Checks:		2	(Male:	2	Female:	0)	





**Nonresident  
Agreement for Rental  
LAKEVIEW PARK PAVILION  
Random Lake, Wisconsin**



It is hereby agreed that for the payment of \$75.00 rental fee and \$50.00 facilities retaining fee from Jody Booth (renter) shall be entitled to exclusive use of the Lakeview Park Pavilion and four (4) picnic tables on SEPT. 19, 21 (date). This does not include exclusive use of the restroom portion of the building.

The rental period shall end at 9:00 P.M. One check in the amount of \$125.00 made out to the Village of Random Lake must accompany this signed agreement for pavilion to be reserved in your name.

The \$50.00 retaining fee will be returned to the Renter, if clean-up is **not** required by the Parks Department. The Renter also agrees to dispose of trash and recyclables properly prior to vacating the pavilion and to abide by the rules noted in the pavilion rental policy.

Per Village of Random Lake Municipal Code Section 26-1, Renter is subject to a fine if any damage is done to the pavilion. Renter also agrees that repair costs for any damage done to the pavilion during renter's occupancy shall be the sole responsibility of the renter. Cancellation of rental forfeits the rental fee.

**Parking Fee: \$5.00 per vehicle when an attendant is present**

Printed Name: Jody Booth  
Address: 1622 S. 24<sup>th</sup> St  
City, State, Zip Code: SHEBOYGAN, WI. 53081  
Telephone Number: (920) 458-4195 Home  
920 627-1744 Cell

Signatures:

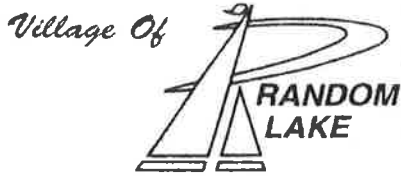
Clerk/Treasurer  
Village of Random Lake

Signature of Renter

5/27/21  
Date

Payment: \$ 125.00 Check #: \_\_\_\_\_

Return (1) \$125.00 check along with signed Agreement to the address listed below.



## LAKEVIEW PARK Random Lake, Wisconsin

### Pavilion Rental Policy

1. **RESERVATIONS:** Reservations for pavilion rental must be made no later than the day prior to the day reserved. Reservations will be based on a first-come, first-serve basis. A signed rental agreement is required. Payment must accompany signed rental agreement.
2. **SCOPE OF RENTAL:** The rental fee only entitles the renter to the exclusive use of the covered pavilion and 4 picnic tables, and does not include the exclusive use of the public bathrooms. For any day rented the renter shall be entitled exclusive use of the covered pavilion until 9:00 P.M. Renters are hereby notified that:
  - a. Only one (1) Nesco, coffee pot, etc. per outlet. Electrical outlets will be disabled if you plug in more than one item. **Do not use power strips.**
  - b. Fryers/grills are not allowed under the covered structure; this includes the pavilion area and the sidewalk area around the building.
  - c. Vehicles may be driven up to the area of the pavilion only for unloading and loading purposes; not to exceed 15 minutes.
  - d. No decorations shall be hung in the pavilion in such a manner as to cause damage to the building in any way.
3. **NOTICE:** The Village will post a notice within the pavilion structure indicating the day or days on which the pavilion has been rented. The notice will also indicate the person to whom the pavilion has been rented.
4. **ENFORCEMENT:** If, on a day the pavilion has been rented and notice posted, any persons are asked (by the individual identified as the renter in the notice) to vacate the pavilion, and such persons refuse to remove themselves and/or their belongings from the pavilion; such persons will be subject to the provisions as set forth in the Village of Random Lake Municipal Code Section 26-1. This section of the Municipal Code shall be enforced by the Sheboygan County Sheriff Department.

### Pavilion Rental Rules

- A. Vehicles are allowed in the park on the path to the pavilion for a maximum of 15 minutes to unload items at the pavilion and a maximum of 15 minutes at the end of the day to load items at the pavilion. Vehicles may not remain in the park, other than in the parking lot, longer than to load and unload.
- B. Pavilion rental fee does not include parking. A \$5.00 fee per vehicle must be paid to park whenever an attendant is on duty.
- C. Pavilion rental fee does not include boat launching privileges. A \$5.00 (resident) or \$7.50 (nonresident) fee per unit launches must be paid at all times. Pay attendant if one is on duty. If no attendant is on duty money must be deposited in the lock box near launch pier.
- D. Pavilion rental fee includes only 4 tables. If other tables are available they may be used free of charge; we do not guarantee that extra tables will be available.
- E. Please deposit trash in available barrels.

*Thank you in advance for adhering to our policy and rules!*

96 Russell Drive, P.O. Box 344, Random Lake, WI 53075  
Telephone: (920) 994-4852 Facsimile: (920) 994-2390



Wednesday, May 19, 2021

Village of Random Lake  
P.O. Box 344  
Random Lake, WI 53075-034  
[clerk@randomlakewi.com](mailto:clerk@randomlakewi.com)

It is our intent to provide you with complete information as to the activity conducted by our officers while on Village of Random Lake contract patrol duty. Our hope is that it will be informative and transparent for you.

The Village of Random Lake contracts with the Sheboygan County Sheriff's Office for 84 hours of service per month. During April 2021, 94 hours of contract were completed. 13 complaints were generated. Within those complaints; 5 written warnings, 0 Ordinance citations, 1 traffic citations, 1 misdemeanor arrests, 0 Felony arrest, 0 warrant arrest, 0 juvenile referrals out of county were made and 0 OWI arrest. The following is a summary of the complaints for **April 2021**:

<b>Date Time</b>	<b>Complaint # Nature of Call</b>	<b>Location</b>	<b>Result</b>
<u>04/07/21</u> <u>0045</u>	S21-04676 Open door	200 Woodland Dr	Open door located. Building was cleared by officers. A key holder responded and secured the building.
<u>04/09/21</u> <u>0155</u>	S21-04793 Open door	RLHS	Open door located. Building cleared and secured by Deputy.
<u>04/10/21</u> <u>1855</u>	S21-04897 Open door	RL WWTP	Open door located. Building cleared and secured by Deputy
<u>04/12/21</u> <u>1915</u>	S21-04988 Open door	400 Ternes Dr	Building was cleared by Deputy. A key holder was advised.
<u>04/12/21</u> <u>0020</u>	S21-04998 Traffic stop	STH 57 at STH 144	Driver was cited for operate with revoked drivers license and a warning for loud exhaust. A separate warning for allowing an unauthorized person to drive was also issued.
<u>04/13/21</u> <u>2320</u>	S21-05036 Alarm	BMO Harris Bank	The alarm was found to have been caused by the cleaning crew. No issues reported.
<u>04/15/21</u> <u>2120</u> <u>2145</u>	S21-05134 S21-05136  Traffic stop	First St at Allen St  First St at Spring St	Warning for fail to signal turn and fail to stop at stop sign.  Warning for operate with a defective headlight.
<u>04/17/21</u> <u>2220</u>	S21-05251 Open door	RL Middle School	An open door was located. The building was cleared and secured by the Deputy on scene.
<u>04/18/21</u> <u>0835</u>	S21-05269 Welfare check	Ally by Mr Z's	Subject armed with firearm. The firearm was pointed at the subject's head who intended to commit suicide. The Deputy dispatched was able to talk the subject down and take him into custody. The subject received appropriate care.



<u>04/23/21</u> <u>0220-0325</u>	S21-05467 S21-05468 S21-05471	Village at large	Public service letters issued for unsecure garages.
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Please feel free to contact me with any questions or concerns you might have.

Sergeant Ryan Kelley  
Sheboygan Sheriff's Office Patrol Division  
Shift Commanders Desk (920) 459-3114  
Ryan.Kelley@sheboygancounty.com



Professionalism / Respect / Integrity / Dedication / Employee Value

