

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

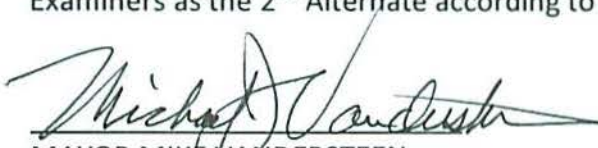


November 20, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Craig Seider to be considered for appointment to the Board of License Examiners as the 2<sup>nd</sup> Alternate according to Gen. Ord. No. 19-17-18.

  
MAYOR MIKE VANDERSTEEN

*Lies Ordo*

OFFICE OF MAYOR

CITY HALL  
828 Center Ave.  
SHEBOYGAN, WI  
53081-4495

920/ 459-3317  
FAX 920/ 459-0256



November 20, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Jody Kraemer to be considered for appointment to the Mayor's Neighborhood Leadership Cabinet representing the Memorial Neighborhood Association as the Primary member. Term to expire 4/30/18.

Nancy Maring to be considered for appointment to the Mayor's Neighborhood Leadership Cabinet representing the Memorial Neighborhood Association as the Alternate member. Term to expire 4/30/18.

  
MAYOR MIKE VANDERSTEEN

*Lies Over*

**OFFICE OF MAYOR**

CITY HALL  
828 Center Ave.  
SHEBOYGAN, WI  
53081-4495

920/ 459-3317  
FAX 920/ 459-0256

4207 Sommer Drive  
Sheboygan, WI 53081

**Mark Jeffrey Smith**  
<http://www.linkedin.com/markjeffreysmith>

(920) 207-1578  
[markmaurecna@yahoo.com](mailto:markmaurecna@yahoo.com)

**Professional  
Summary**

- Top-flight, progressive, plant maintenance professional and project manager focused on industrial construction, maintenance, engineering, operations, troubleshooting, reliability, and continuous improvement.
- Visionary leader, highly organized strategist, performance-driven decision-maker, effective negotiator, problem-solver, team builder, and recognized motivator. Excellent communicator, able to integrate management, operations, maintenance, and engineering goals, calm and effective in time-sensitive situations, possessing well-developed computer skills.

**Experience**

Alliant Energy, Edgewater Generating Station, Sheboygan WI

Maintenance Manager

2012 - Present

- Manage maintenance and stores functions for the Edgewater Generating Station, a \$1.5B US asset, recognized in 2017 as world's best coal-fired power plant.
- My role: to make safe, clean, reliable, cost-effective electricity with my team. Current initiatives include: outage management, project management, succession planning, coaching / mentoring / team development, and managing our programs such as ASME R-Stamp, ASME B31.1, ASME Section IX, National Board BPVC, AWS D1.1, NDE (VT, MT, and PT), Preventative Maintenance, Predictive Maintenance, planning / scheduling, and inventory control. Manage a number of maintenance-related projects. Represent industry interests as a member of several Lakeshore Technical College advisory boards.
- Responsibilities include planning, leading, organizing, directing, and implementing maintenance activities in a safe and environmentally conscious manner with a keen focus on continually improving our competitive position and profitability. I directly participate in developing and implementing performance goals and objectives, O&M and capital budgets, outage plans, strategic operating plans, and capital project management. I also handle all related management duties, including budgeting, hiring, firing, performance evaluations, work coordination and scheduling, discipline, salary recommendations, leadership, coaching, counseling, mentoring, employee training and development, and grievance resolution for the plant's maintenance and stores groups.
- Results under my watch to date include: 1 Lost Time Injury, Commercial Availability Factor improved 7.6%, Forced Outage Rate improved 37.5%, managing up to 27 capital projects valued at \$3.4M US annually while consistently exceeding production and environmental targets. Reduced inventory value by 4% in 2015 alone. Our team received the 2013 Sheboygan County Chamber of Commerce "Safety Leadership" and *Power Magazine's* 2017 coal-fired power plant of the year awards.

Northern Michigan University, Marquette MI

Adjunct Instructor

2011

- Industrial Maintenance, IM 110, Precision Measurement and Fabrication
- Engineering Technology, IT 265, Total Productive Maintenance

We Energies, Presque Isle Power Plant, Marquette MI

Maintenance Supervisor

2000 - 2012

- Managed multiple concurrent overhauls of facility generation units. Responsible for all aspects of project management including: priorities, scope, schedule, resource planning, plan and assign work, manage quality and performance, safety, productivity, environmental compliance, reporting, and annual budgets to \$4.8M.
- Led multiple crews of plant technicians. Responsible for crew morale, safety, work quality, coaching, discipline, personnel development, training, and team building.
- Decreased crews' absenteeism rate 10%, total injuries to 0 annually, improved group morale 48%.
- Led welding program, welders, and weld inspectors as plant's Welding

4207 Sommer Drive  
Sheboygan, WI 53081

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<http://www.linkedin.com/markjeffreysmith>

(920) 207-1578  
[markmaurecna@yahoo.com](mailto:markmaurecna@yahoo.com)

Coordinator, QA/QC Coordinator, and AWS Certified Weld Inspector.

- Led PM/PdM program and technicians as Condition-Based Maintenance Coordinator.
- “Subject Matter Expert” for Condition Based, Preventative, and Predictive Maintenance.
- Certified Level I in Ultrasound, Thermography, and Machinery Lubrication; certified Level II in Vibration Analysis, and Lubrication Analysis.
- Designed and implemented plant’s Condition Based Maintenance program using Asset Criticality and Failure Mode and Effects Analysis processes.
- Mentored team members, represented and management, in various Preventative and Predictive Maintenance, welding, weld inspection, plant maintenance, and business processes.
- “Subject Matter Expert” for SAP’s Preventative Maintenance module.
- Designed and implemented, with my team, a Strategic Sourcing process that led to \$1.5M in annual savings across the corporation.
- Initiated and implemented process, material, and schedule improvements leading to an increase of \$675,000 in annual revenue.

Information on additional results in construction management, design engineering, power plant operations, precision machining, light assembly, and pulp and paper is available upon request.

**Education**

- Northern Michigan University, Marquette MI                      Graduated 2003
- BS, Business Management, Graduated *Magna Cum Laude*
- University of Michigan, Dearborn MI                                      Graduated 2011
- MBA with finance emphasis, 6.86 (on an 8.0 system) GPA

**Academic Honors**

- Northern Michigan University, Marquette MI
- Recognized as one of the “Best in Business” by international honors society, Beta Gamma Sigma, December 2003
  - Received “Management Scholar” award for “Outstanding academic achievement and service to the university,” April 2004
- Lakeshore Technical College, Cleveland WI
- “Educational Leadership Award,” May 2016

**Professional Interests and Affiliations**

- Current Chair, Sheboygan County Chamber of Commerce’s Business Advocacy Committee
- Member of the Board, Sheboygan County Chamber of Commerce
- Active member and Past Chair, Welding Program Advisory Committee, Lakeshore Technical College
- Active member, Industrial Maintenance Apprenticeship Advisory Committee, Lakeshore Technical College
- Active member, American Society of Mechanical Engineers
- Active member, American Welding Society
- Past Industry Chair, Northern Michigan University’s Industrial Maintenance and Welding Advisory Committee
- Past Chair, American Society for Testing and Materials, C-16.31 subcommittee

I

Hearing No.       - 17 - 18. November 20, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Institutional and Community Facilities to Community Mixed Use.

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.

All interested persons will now be heard.

Publish - November 3 and 10, 2017  
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE  
SHEBOYGAN COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., November 20, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Institutional and Community Facilities to Community Mixed Use.

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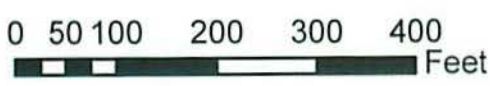
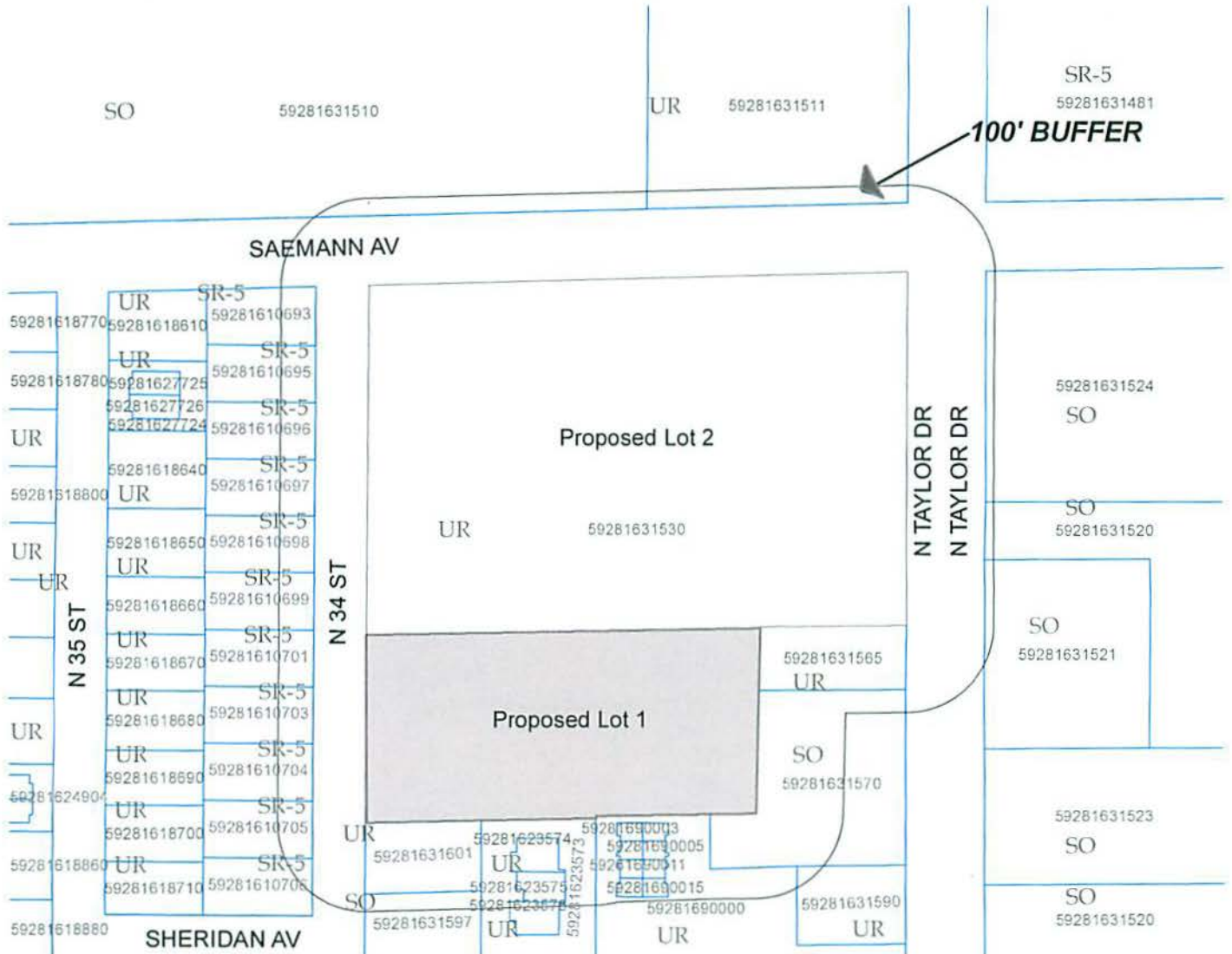
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SUSAN RICHARDS  
City Clerk

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM INSTITUTIONAL AND COMMUNITY FACILITIES TO COMMUNITY MIXED USE SECTION 16, TOWN 15N, RANGE 23E

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

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CITY OF SHEBOYGAN  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

November 10, 2017

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City's Future Land Use Map of the Sheboygan Comprehensive Plan at 6:00 P.M., November 20, 2017, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the following described vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR - Urban Residential to Class SO - Suburban Office:

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If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.**

Sincerely,

SUSAN RICHARDS, City Clerk

EISOLD, RANDALL T  
3414 SHERIDAN AVE  
SHEBOYGAN, WI 53081

KELLY, EDWARD & CASEY ANNE E  
1618 N 34TH ST  
SHEBOYGAN, WI 53081

STERK, GARY T & MONICA M.  
1630 N 34TH ST  
SHEBOYGAN, WI 53081

MAYER, FREDOLIN J & ROXANNE J  
1638 N 34TH ST  
SHEBOYGAN, WI 53081

RICHARDS, DAVID G.  
1712 N 34TH ST  
SHEBOYGAN, WI 53081

MILWAUKEE B'NAI B'RITH  
4455 W BRADLEY RD  
MILWAUKEE, WI 53223

ST NICHOLAS HOSPITAL  
3100 SUPERIOR AVE  
SHEBOYGAN, WI 53081

SHEB AREA SCHOOL DIST  
830 VIRGINIA AVE  
SHEBOYGAN, WI 53081

OTNOC LLC  
1015 PRAIRIE RD  
PLYMOUTH, WI 53073

HALVORSEN, JUDITH A.  
3228 W MEADOWS CT APT D  
SHEBOYGAN, WI 53081

SENGLAUB, JANET L. TRSTE  
1612 N 34TH ST  
SHEBOYGAN, WI 53081

GRUENKE, JASON D & AMY J  
1624 N 34TH ST  
SHEBOYGAN, WI 53081

ROBUST BUILDING  
1630 N TAYLOR DR  
SHEBOYGAN, WI 53081

SMITH, THOMAS J. & SUSAN K.  
1706 N 34TH ST  
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MEDINGER, JOSEPH E  
3405 SAEMANN AVE  
SHEBOYGAN, WI 53081

ST NICHOLAS HOSPITAL  
4425 N PORT WASHINGTON RD  
MILWAUKEE, WI 53212

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3100 SUPERIOR AVE  
SHEBOYGAN, WI 53081

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MEVERDEN, KIM A  
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PASTOOR, DANIEL H. & ESTHER T.  
3234 W MEADOWS CT APT A  
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BOCCHINI, DOUGLAS J & LISA M  
526 OTTO WAY  
ELKHART LAKE, WI 53020

ROBUSTAN, LLP  
1630 N TAYLOR DR  
SHEBOYGAN, WI 53081

MUELLER, ALAN O & GAIL D  
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3234 W MEADOWS CT APT F  
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JMS RENTALS, LTD  
PO BOX 118  
SHEBOYGAN FLS, WI 53085

AW REAL ESTATE LLC  
837 RIVERFRONT DR STE 300  
SHEBOYGAN, WI 53081

EBENEZER UNITED CHURCH  
3215 SAEMANN AVE  
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WEST MEADOWS CONDOMINIUM  
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II

R. O. No. \_\_\_\_\_ - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting the State and County Apportionment Form from the County Board of Supervisors to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year.

*Consent.*

---

rec'd  
11/13/17  
SCE

Attention Clerks:

Attached are the apportionment sheets for 2017. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.

1 SHEBOYGAN COUNTY RESOLUTION NO. 18 (2017/18)

2  
3 Re: **Levy and Apportioning the Tax**

4  
5  
6 **WHEREAS**, each year, the County Board of Supervisors is required to determine the  
7 amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

8  
9 **WHEREAS**, this year there are four (4) components of the tax amount that must be  
10 included, and

11  
12 **WHEREAS**, the first component is the State Special Charge pursuant to Wis. Stat.  
13 §§ 51.20(18) and 70.60 to reimburse other counties for expenses related to mental  
14 commitments of Sheboygan County residents in their counties charged against all taxable  
15 properties in Sheboygan County in the amount of \$724.05 (Equalized Rate: .000000081), and

16  
17 **WHEREAS**, the second component is the County Aid to Bridges required by Wis. Stat.  
18 § 82.08 and approved by the County Board by Resolution No. 12 (2017/18) charged against all  
19 taxable property in the townships in Sheboygan County in the amount of \$375,061.00  
20 (Equalized Rate – Town only – .000102994), and

21  
22 **WHEREAS**, the third component is the Sheboygan County portion of the Monarch  
23 Library System approved for the budget and an apportionment adjustment for the Monarch  
24 Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in  
25 all townships except the Towns of Scott and Sherman and all villages except the Villages of  
26 Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of  
27 \$1,264,750.00 (Equalized Rate: .000342837, applied to non-excluded Towns and Villages only),  
28 and

29  
30 **WHEREAS**, the forth and largest component is the general County property tax pursuant  
31 to Wis. Stat. § 70.62 to finance the County government budget, and

32  
33 **WHEREAS**, the Sheboygan County Board, after public hearing, study, and revision has  
34 finalized and adopted the 2018 budget on this 7th day of November, 2017, which requires a levy  
35 of \$46,881,341.00 against all taxable property in the County of Sheboygan (Equalized Rate:  
36 .005267967);

37  
38 **NOW, THEREFORE, BE IT RESOLVED**, that there be and hereby is levied on all  
39 taxable property in the County of Sheboygan the following taxes:

40  
41 State Special Charges  
42 Wis. Stat. § 51.20(18) (Equalized Rate: .000000081) \$724.05  
43  
44 General County Taxes \$46,881,341.00  
45 Wis. Stat. § 70.62, (Equalized County Rate: .005267967)  
46

**STATE OF WISCONSIN ) I, Jon Dolson do hereby**  
**COUNTY OF SHEBOYGAN ) certify that the above is a**  
**true and correct copy of the original on file in the office of the**  
**County Clerk and that it was adopted by the County Board of**  
**Supervisors on this date.**

Date: 11-7-2017  
(Seal)

  
County Clerk

Subscribes on this date.  
County Clerk and that it was adopted by the County Board of  
County Clerk and that it was adopted by the County Board of  
true and correct copy of the original on file in the office of the  
COUNTY OF SHERBOURNE )  
STATE OF WISCONSIN ) I, Jon Tolson do hereby

\_\_\_\_\_  
(Seal) Date: \_\_\_\_\_  
County Clerk

47 **BE IT FURTHER RESOLVED** that the sum of \$1,264,750.00, which is the amount approved for  
48 the budget of the Monarch Library System, pursuant to Wis. Stat. § 43.64, be and hereby is  
49 levied against all taxable property in the townships, excluding the Towns of Scott and Sherman,  
50 and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg,  
51 and Random Lake.

52  
53 (Equalized Rate: .000342837)  
54

55 **BE IT FURTHER RESOLVED** that the sum of \$375,061.00 County Aid to Bridges as approved  
56 by Resolution No. 25 (2016/17) be and hereby is levied against all taxable property in the  
57 townships in Sheboygan County.

58  
59 (Equalized Rate: .000102994)  
60

61 **BE IT FURTHER RESOLVED** that the County Clerk and the County Finance Director  
62 shall, pursuant to Wis. Stat. § 70.63 determine and apportion within eight (8) days of this date,  
63 the tax levy set forth for the respective municipalities, according and in proportion to the  
64 valuations for the towns, villages, and cities as submitted by the Wisconsin Department of  
65 Revenue.

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68 Respectfully submitted this 7th day of November, 2017.  
69

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71 **FINANCE COMMITTEE**  
72

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76 Greg S. Weggeman, Chairperson

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79 Mark S. Winkel, Secretary

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83 George J. Marthenze, Vice Chairperson

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86 William C. Goehring

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89 Roger L. Te Stroete

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# State and County Apportionment Form

Year 2017    CoMuni Code 59281    Account Number 1623    CITY OF SHEBOYGAN

<b>A. STATE TAXES (Apportioned TID IN)</b>		
1. Aggregate amount of state tax (use this amount to calculate state tax rate)		\$0.00
<b>B. COUNTY TAXES (Apportioned TID OUT)</b>		
<b>B1. Portion of state special charges on county:</b>		
2. Charitable and penal		\$202.48
3. Other state special charges		\$0.00
<b>4. SUBTOTAL - Section B1 (also enter on Line B1 on Statement of Taxes (SOT))</b>		<b>\$202.48</b>
<b>B2. Other county taxes levied over entire town, village or city</b>		
5. Health		
6. Library (sec. 43.12, Wis. Stats.)		\$0.00
7. County Bridge Aid (sec. 82.08(2), Wis. Stats.)		\$0.00
8. Sanitation		
9. Children with Disabilities Education Boards (over entire town, village or city) (sec.121.135, Wis. Stats.)		
10. Property taxes charged back (sec. 74.41 & 74.42, Wis. Stats.)		
11. Countywide EMS		
12. Other (describe) :		\$0.00
13. All other county taxes (levied over every town, village, and city)		\$13,110,507.55
14. County Sales Tax Credit		\$0.00
<b>15. SUBTOTAL - Section B2 Taxes to be levied over entire municipality (enter on Line B2 on SOT)</b>		<b>\$13,110,507.55</b>
<b>B3. County taxes levied over part of town, village or city (also enter on line B3 on SOT)</b>		
16. Children with Disabilities Education Boards		\$0.00
17.		
18.		
19.		
20.		
<b>21. TOTAL NET COUNTY TAXES (sum of sections B1 through B3) (for county tax rate)</b>		<b>\$13,110,710.03</b>
<b>C. SPECIAL DISTRICT TAXES</b>		
22. Special district code: NA	Amount levied	\$0.00
23. Special district code: NA	Amount levied	\$0.00
<b>D. TOWN, VILLAGE OR CITY TAXES</b>		
<b>D1. Other state special charges</b>		
24. Other:		
25. Other:		
<b>26. SUBTOTAL - Section D1 (also enter on Line D4 on SOT)</b>		<b>\$0.00</b>
<b>D2. County Special Charges:</b>		
27. Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)		\$0.00
28. Highways and bridges (sec. 83.03, Wis. Stats.)		\$0.00
29. Highway aid (sec. 83.14, Wis. Stats.)		\$0.00
30.		
31.		
32.		
33.		
<b>34. SUBTOTAL - Section D2 (also enter on Line D5 on SOT)</b>		<b>\$0.00</b>
<b>35. TOTAL - ALL TAXES AND CHARGES - sum of sections A through D</b>		<b>\$13,110,710.03</b>

II

R. O. No. \_\_\_\_\_ - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting an application for private well permit from Chad Senkbeil located at 4428 South 8<sup>th</sup> Street.

*Consent.*

---



APPLICATION FOR PRIVATE WELL PERMIT

Sheboygan, Wisconsin

Original Application Date: 02/12/1996

Parcel: 355020

- 1. Location of Structure 4428 S. 8TH ST.
- 2. Owner SENKBEIL, CHAD L. Phone 920-208-9523  
Address 4428 S. 8TH ST. SHEBOYGAN, WI 53081-7923

1. Is property served by public water system? Yes  No

2. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.

3. List proposed use of well: Lawn Sprinkling


4. Duration of permit requested (not to exceed 5 years): 5 years

Note: Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.


The Applicant recognizes the following:

- 1. The granting of this permit does not mean that the City has determined that the well or water taken from it are safe or in conformity with any rules or regulations thereon.
- 2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.
- 3. The City assumes no responsibility in regards to monitoring water taken from it.
- 4. This Well Operation Permit is only valid for five (5) years from its being granted, except as provided for above.

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SPECIFIED ABOVE.

  
 Applicant's Signature Date: 11-7-17

DATE CITY PLUMBING INSPECTOR INSPECTED TO VERIFY NO CROSS CONNECTION BETWEEN PIPING OF THE PUBLIC WATER SYSTEM AND THE PRIVATE WELL.

  
 Plumbing Inspector Date: 11/7/17

DATE PRESENTED TO THE COMMON COUNCIL: / /

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_



1990 Prospect Ct., Appleton, WI 54914 \* 800-801-7590

JASON EIRING  
COMPLETE WATER, INC  
N2751 MAIN ST  
HINGHAM, WI 53031

Home Owner CHAD SENKBEIL  
Well ID/Address 4428 S 8TH ST  
Well City .  
Sample Location PRESSURE TANK  
Lab # 452395  
Collected By/Date TIM D 10/24/2017

Report Date 26-Oct-17

Analyte	Result	Units	LOD	LOQ	Dil	Dig Date	Run Date	Mthd	Analyst	QC Code
Inorganic										
General										
Nitrate Nitrogen	None Detected	mg/l	0.08	0.25	1		10/25/2017	4500F	AS	1
NITRATE (as NO3+NO2)...A small amount of nitrate may be natural; however, elevated levels are an indication of nutrients entering the groundwater due to human activity. The maximum contaminant level set by the EPA is 10 mg/L (part per million).										
Metals										
Arsenic, Total	7.3	ug/l	0.7	2.3	1		10/26/2017	3113B	KF	1
(as total As) Elevated arsenic levels are believed to cause skin cancer, and blood and nervous system disorders. The EPA and the WI DNR consider levels above 10 ug/L (parts per billion) in drinking water harmful.										
Organic										
Coliform and E-coli Bacteria										
Coliform	None Detected	mpn	1	1	1		10/26/2017	9223B	AS	1
COLIFORM BACTERIA...Coliform bacteria are very common in the open environment. They can be found in the soil and in surface water. However, any detection of coliform bacteria colonies in drinking water is unnatural. RESULT - Coliform bacteria were ABSENT in this sample. No Coliform bacteria were found in this sample. NOTE: The absence of bacteria does not necessarily mean that other pollutants are not present in the water. If you are concerned about other contaminants, further testing will be necessary.										
E-coli	None Detected	mpn	1	1	1		10/26/2017	9223B	AS	1
E-COLI BACTERIA - Found in human and animal waste. The presence of E-coli is an indication of septic contamination, barnyard runoff, or another direct source of waste entering the drinking water system. RESULT- ABSENT - No E-coli bacteria were detected in this sample.										

LOD Limit of Detection

None Detected = Result was less than the LOD

LOQ Limit of Quantitation

Code Comment

1 All laboratory QC requirements were met for this sample.

Laboratory Director

Please visit our website at [www.cleanwatertesting.com](http://www.cleanwatertesting.com)

WI DNR Lab Certification # 445126660

EPA ID# WI 00063

WI Dept of Ag Lab ID # 152673-D3

Page 1 of 1

175

R. C. No.       - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred R. O. No. 175-17-18 by City Clerk submitting a communication from Alderperson Bohren regarding an article published in the Milwaukee Journal Sentinel dated September 20, 2017 pertaining to healthcare costs; recommends to accept and file.

*Consent.*

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

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

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

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

II

3.5

R. O. No. 175 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Alderperson Bohren regarding an article published in the Milwaukee Journal Sentinel dated September 20, 2017 pertaining to healthcare costs.

*Finance +  
Personnel*

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

# Health insurance cost rises again

## Employer-provided coverage for family up an average of 3%

GUY BOULTON

MILWAUKEE JOURNAL SENTINEL

The cost of health insurance provided by employers rose an average of 3% for family coverage this year and now has risen at a relatively modest rate for six years.

The cost, though, still is staggering.

Nationally, health benefits for a family averaged \$18,764 this year, according to the annual survey by Kaiser Family Foundation and Health Research & Educational Trust, an affiliate of the American Hospital Association.

That doesn't include deductibles and other out-of-pocket expenses.

To put that in perspective, the median family income in the United States last year was \$71,062, according to the U.S.

Census Bureau.

"The numbers are still sticking shock numbers," Drew Altman, the president and chief executive officer of the Kaiser Family Foundation, said in a teleconference call.

Employees also are paying a larger share of the total cost. Workers on average now contribute \$5,714 a year — or \$476 a month — toward the cost of family coverage. And workers at employers with fewer than 200 employees pay even more: an average of \$6,814 a year.

Coverage for one employee averaged \$6,690 this year, with workers on average contributing \$1,213 toward the cost.

Workers now pay 31% of the cost for family coverage and 18% of the cost of single coverage on average, according to the survey.

That said, the cost of that coverage has risen at the slowest pace in more than 20 years.

Since 2012, average family premiums have increased 19%. In contrast, they rose 30% from 2007 to 2012 and 51% from

2002 to 2007.

The slowdown has received little attention compared with the cost of insurance sold directly to individuals and families on the marketplaces set up by the Affordable Care Act.

Yet the market for insurance sold directly to individual and families — both on and off the marketplaces — is estimated to total about 20 million people.

That's a fraction of the 151 million people who get health benefits through an employer. And Altman said that market has been stable.

The Kaiser/HRET survey, now in its 19th year, included more than 2,100 small and large employers and is the most widely followed benchmark for the cost of employer health benefits.

Averages can be misleading — premiums for family coverage for 41% of covered workers, for instance, are more than \$20,000 per year. And workers at smaller employers typically bear a large share of the total

cost.

For example:

» More than a third — 36% — of workers at small employers pay most of the additional cost for covering family members.

» Workers at small employers who are enrolled in so-called preferred provider organizations, the most common type of health plan, face an average aggregate family deductible of \$3,660.

In addition, only 50% of employers with fewer than 50 employees now offer health benefits — down from 66% in 2000.

The results of different surveys on the cost of health benefits also vary.

A report released last month by M3 Insurance, based in Madison, found that health premiums increased 7.7% this year, up from 6.7% last year.

The report was based on 1,547 distinct benefit plans a 689 private and public employers, most of them based in Wis

See HEALTH, Page 4D

## Health

Continued from Page 1D

consin, ranging in size from three to more than 5,000 employees.

It found that the average cost of health benefits per employee grew to \$13,053 in 2017, up from \$12,533 in 2016.

The M3 report also found that employees continue to bear a larger share of the total cost.

A survey released this week by Mercer, a benefits consultant and subsidiary of Marsh & McLennan Cos., was more in line with the Kaiser/HRET survey, find-

ing that the cost of health benefits has increased about 3% a year since 2013.

But employers expect the cost to increase 4.3% next year, and the increase would be 6% if employers did not plan on making changes in their health plans, such as raising deductibles.

One factor is the rising cost of pharmaceuticals, particularly special drugs.

Mercer estimates that drugs, including those administered in hospitals and clinics, account for 20% of the cost of health benefits.

The cost of health benefits, though, is rising at much slower rate than

a decade ago.

Brian Meyer, director of risk management for employee benefits at M3 Insurance, said onsite clinics, virtual visits, wellness programs and other initiatives are helping to check the increase in costs.

Tracy Watts, a senior partner at Mercer, also said that those initiatives and others, such as care coordination for employees or family members with high costs and new payment models, are helping to control costs.

But their full effect will take time.

"We are just on the cusp of what we are likely to see in the future," Watts said.

VI

R. C. No. \_\_\_\_\_ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred R. O. No. 207-17-18 by Director of Planning and Development submitting a request from Chad Pelishek, Director of Planning and Development, requesting the use of two of the City's free Blue Harbor Conference Center days to host the 2018 Great Lakes Areas of Concern conference being held on May 16-17, 2018; recommends to accept and adopt.

*Consent*

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

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

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

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

II

5.7

R. O. No. 207 - 17 - 18. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
November 6, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting the use of two of the City's free Blue Harbor Conference Center days to host the 2018 Great Lakes Areas of Concern conference being held on May 16-17, 2018.

The conference convenes stakeholders from the entire Great Lakes region to review and discuss restoration and protection efforts for the Great Lakes AOCs. The anticipated outcome of the conference is to assist federal, tribal, state, and local agency officials, as well as members of academia, and environmental and volunteer groups who have an interest in the Great Lakes to support and implement the goals outlined in the 2014 Great Lakes Restoration Initiative Action Plan. U.S. EPA is planning to hold the 2018 conference at the Blue Harbor Resort in Sheboygan WI, on May 16-17, 2018. Approximately 250 attendees are expected to attend the conference from across the Great Lakes region.

Finance +  
Personnel

\_\_\_\_\_  
Director of Planning & Development

VI

R. C. No. \_\_\_\_\_ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred R. O. No. 208-17-18 by Finance Director submitting a financial report of the City of Sheboygan for the period commencing January 1, 2017 and ending September 30, 2017; recommends to accept and file.

*Consent*

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

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

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



III

5.8

R. O. No. 208 - 17 - 18. By Finance Director. November 6, 2017.

Submitting a financial report of the City of Sheboygan for the period commencing January 1, 2017 and ending September 30, 2017.

Finance +  
Personnel

\_\_\_\_\_  
FINANCE DIRECTOR

CITY OF SHEBOYGAN  
GENERAL FUND REVENUES  
Year-to-date as of September 30, 2017

GENERAL FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Taxes	\$ 15,406,665	\$ 15,406,665	100.00%
Taxes (Other than property)	1,400,930	171,898	12.27%
Licenses and Permits	902,990	792,741	87.79%
Intergovernment Revenue	14,467,776	4,522,598	31.26%
Charges for Services	1,502,760	1,209,226	80.47%
Fines and Forfeits	293,021	304,430	103.89%
Interest on Investments	228,500	52,789	23.10%
Miscellaneous Revenue	136,650	163,111	119.36%
Other Financing Sources	1,653,739	824,595	49.86%
Total Revenue	<u>\$ 35,993,031</u>	<u>\$ 23,448,053</u>	<u>65.15%</u>

**OVERVIEW**

Year to date revenue are within budget expectations.

**TAXES**

Balance of property taxes received in August.

**TAXES (OTHER THAN PROPERTY)**

Consists of payments in lieu of tax with the largest amount from the Water Utility recorded at year end.

**LICENSES AND PERMITS**

Consists of permits issued by Building Inspection and City Clerk. Receipts are within budget expectations.

**INTERGOVERNMENTAL REVENUE**

Consists of state revenues received in April, July and November. Receipts are within budget expectations.

**CHARGES FOR SERVICES**

Consists of garbage fee, park rentals and cemetery charges. Receipts are within budget expectations.

**FINES AND FORFEITS**

Consists of court penalty costs and parking violations. Receipts exceed budget expectations.

**INTEREST ON INVESTMENTS**

Interest on investments at RBC and UBS recorded monthly.

**MISCELLANEOUS REVENUE**

Consists of city building rentals and sale of equipment. Receipts exceed budget expectations.

**OTHER FINANCING SOURCES**

Consists of interfund transfer of funds. One half transferred in June.

CITY OF SHEBOYGAN  
GENERAL FUND EXPENDITURES  
Year-to-date as of September 30, 2017

GENERAL FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
General Government	\$ 3,752,912	\$ 2,242,709	59.76%
Public Safety	20,739,098	14,791,033	71.32%
Public Works	8,440,579	5,843,663	69.23%
Health and Human Services	249,821	177,075	70.88%
Culture/Recreation	2,534,370	1,812,311	71.51%
Conservation and Development	636,149	567,978	89.28%
Intergovernmental	547,867	547,323	99.90%
Unclassified	155,916	58,537	37.54%
Total Expenditures	<u>\$ 37,056,712</u>	<u>\$ 26,040,629</u>	<u>70.27%</u>

**OVERVIEW**

Annual expenditures projected to be below or within budget.

**GENERAL GOVERNMENT**

Annual expenditures projected to be below or within budget.

**PUBLIC SAFETY**

Annual expenditures projected to be below or within budget.

**PUBLIC WORKS**

Annual expenditures projected to be below or within budget.

**HEALTH AND HUMAN SERVICES**

Annual expenditures projected to be below or within budget.

**CULTURE AND RECREATION**

Annual expenditures projected to be below or within budget.

**CONSERVATION AND DEVELOPMENT**

Annual expenditures projected to be below or within budget.

**INTERGOVERNMENTAL**

Intergovernmental transfers completed as budget is amended.

**UNCLASSIFIED**

Annual expenditures projected to be below or within budget.

CITY OF SHEBOYGAN  
OTHER FUND REVENUES  
Year-to-date as of September 30, 2017

OTHER FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	\$ 10,164,634	\$ 7,577,275	74.55%
Debt Service Funds	7,838,105	7,506,287	95.77%
Capital Project Funds	20,497,720	9,191,169	44.84%
Proprietary Funds	23,489,403	16,097,489	68.53%
Fiduciary Funds	20,195	10,372	51.36%
Total Revenue	<u>\$ 62,010,057</u>	<u>\$ 40,382,592</u>	<u>65.12%</u>

**OVERVIEW**

Year to date revenue are within budget expectations.

**SPECIAL REVENUE FUNDS**

Consist of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Storm Water and the E.H. Maywood Park. Year to date revenues are within budget expectations.

**DEBT SERVICE FUNDS**

Consist of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date revenues exceed expectations.

**CAPITAL PROJECT FUNDS**

Consist of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date revenue projections are below expectations as the budget included contributions for the Butzen Sports Complex and issuance of debt for City Hall renovations.

**PROPRIETARY FUNDS**

Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date revenues are within budget expectations

**FIDUCIARY FUNDS**

Consist of the Cemetery Perpetual Care and Mead Public Library Trust Fund. Year to date revenue projections are below budget expectations.

**WATER UTILITY**

The Water Utility is not included as it is governed by the Board of Water Commissioners.

CITY OF SHEBOYGAN  
OTHER FUND EXPENDITURES  
Year-to-date as of September 30, 2017

OTHER FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	\$ 11,009,233	\$ 6,262,387	56.88%
Debt Service Funds	8,108,546	3,840,826	47.37%
Capital Project Funds	25,697,506	8,081,310	31.45%
Proprietary Funds	25,918,688	17,079,066	65.89%
Fiduciary Funds	2,000	-	0.00%
Total Expenditures	<u>\$ 70,735,973</u>	<u>\$ 35,263,589</u>	<u>49.85%</u>

**OVERVIEW**

Year to date expenditures are within budget expectations.

**SPECIAL REVENUE FUNDS**

Consist of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Storm Water and the E.H. Maywood Park. Year to date expenditures are below expectations largely due to completion of projects.

**DEBT SERVICE FUNDS**

Consist of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date expenditures are below budget expectations, as the majority of debt payments are in the fourth quarter of the year.

**CAPITAL PROJECT FUNDS**

Consist of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date expenditures are below budget expectations largely due to completion of projects and no expenditures for the Butzen Sports Complex or City Hall renovations.

**PROPRIETARY FUNDS**

Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date expenditures are within budget expectations

**FIDUCIARY FUNDS**

Consist of the Cemetery Perpetual Care and Mead Public Library Trust Fund. The transfer to the General Fund is recorded in December.

**WATER UTILITY**

The Water Utility is not included as it is governed by the Board of Water Commissioners.

VI

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS COMMITTEE. November 20, 2017.

Your Committee to whom was referred R. O. No. 200-17-18 by City Clerk submitting a communication from Dane Schaefer proposing that the Armory property be turned into Armory Park, a green space that will utilize some of the building's façade as an architectural feature and provide paved public parking; recommends filing documents.

*Consent.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IV

R. C. No. 158- 17 - 18. By PUBLIC WORKS COMMITTEE. November 6, 2017.

Your Committee to whom was referred R. O. No. 200-17-18 by City Clerk submitting a communication from Dane Schaefer proposing that the Armory property be turned into Armory Park, a green space that will utilize some of the building's façade as an architectural feature and provide paved public parking; recommends to accept and file.

*Consent  
Public Works  
filing*

*John Bay*  
*[Signature]*  
*Bay A. Dillman*

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

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

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

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

II

R. O. No. 200 - 17 - 18. By CITY CLERK. October 16, 2017.

Submitting a communication from Dane Schaefer proposing that the Armory property be turned into Armory Park, a green space that will utilize some of the building's façade as an architectural feature and provide paved public parking.

*Public Works  
accept + file*

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



## An Open Letter To Mayor Vandersteen and The City Of Sheboygan Common Council

10/10/2017

Dear Mayor Vandersteen and members of The City of Sheboygan Common Council,

The Armory may feel like a tired subject, but I believe it is due for some fresh thinking. We must take an extremely careful approach when making a permanent decision, such as razing the structure and selling the property to private parties. I understand that the building is beyond repair, short of a financial miracle. I know many before me have tried to "save" the Armory, however I don't believe anyone has presented a financially viable project, or use case. To my knowledge, there also isn't a private entity lined up with a plan and the finances for the site. Please don't let the fact that we have yet to find a great solution blind you from seeing that one may exist. Razing the building and hoping that a private company steps in only guarantees that the Armory will be gone forever. I have come up with a plan that can greatly benefit our community, add another beautiful and useful feature to our waterfront and will not have costs exorbitantly higher than what it will cost for us to raze the building and clear the land. With this plan, The City of Sheboygan will still be able to attract potential developers to ideal sites to develop condo properties and fulfill the area's housing needs. Additionally, you, our elected officials, will earn a great deal of political capital with your constituents.

My proposal is to turn the lot into Armory Park, a green space that will utilize some of the building's facade as an architectural feature and provide paved public parking. Great examples of similar projects would be The Savannah Children's Museum and what the John Michael Kohler Art Center did with the former MEAD Public Library building. The site of the Armory is probably one of Sheboygan's most beautiful lots and has been a great gathering place for many years in our community's history. The building itself is a historical piece of Works Progress Administration architecture and a Sheboygan landmark. Through this plan we can maintain some semblance of that architecture, history, and community spirit while being sensitive to the fact that there is not a viable use case for the building and repair costs would be unreasonable. This would retain the space as a public gathering place and alleviate some of the parking issues along Broughton Drive, especially during events and holidays. The Armory Park would be an excellent place for our amazing farmer's market with more convenient parking and safer walking for pedestrians. I have received input from some food truck owners that think Armory Park would be a perfect place for them to host events and they would be open to paying the city to reserve spots. There is great potential for the space depending on what would best suit the community and as budget dictates. You could have an outdoor ice rink in winters, an outdoor basketball court, a seasonal beer garden, a performance stage, or pickle-ball courts, and it could be made available for rental by food trucks and event use. I think that this offers a solution that the preservationists can live with, many in the general public will love, and adds one more feature to the heart of Sheboygan for tourists to appreciate.

The plan to clear and sell the land to be developed is a hasty attempt to close the books on what has become a sore spot in the city, when a great deal of the costs associated with the Armory's repair will be lead and asbestos abatement which will be necessary whether we clear the land, refurbish the building, or follow my proposal. A recent report completed for the Sheboygan County Economic Development Corporation indicated that there are enough available properties to satisfy the need for more condo developments without using the Armory site. In the report done by Tracy Cross & Associates, they conclude that there is limited need for housing developments and only "adequate potential to introduce up to two developments (of a modest scale) at any given time over the next several years if positioned properly relative to product forms, unit offerings, price and location." The same report listed eight sites in total that the city could try to have developed. They listed three, one of which was the Armory site, that "represent ideal candidates for the introduction of the two suggested product forms near term." There are 7 potential sites, two of which are considered ideal, to fulfill Sheboygan's "need" for further condo developments, that are not the site of the Armory. The city can sell two sites, which are already clear lots, that have no strong community attachment, or historical relevance, for development and generate the same amount of income from property taxes. This will fulfill the limited condo needs of the city, it will increase our income as much as possible without over saturating the housing market, and it would salvage a piece of property that has a lot of history in the community.

What I am proposing is not a matter of politics, but rather a practical solution that makes the most sense for our community. If I have properly shared the facts and my vision with you, I believe it will be an easy decision to champion this proposal. This type of project is something the community, your constituents, will recognize and appreciate. Saving this property and making an amazing green space is both fantastic for your reputation in future elections and legacy building. If we are able to see this plan to fruition it is unlikely the remaining facade and park would be removed for many years and it will be enjoyed by your friends, neighbors, and relatives for generations, because of you. If, on the other hand, we spend a great amount of money to clear the property and then sell the land, probably at a loss, to a private entity, I can assure you the likelihood of this amazing property being enjoyed by our community in any of our lifetimes is infinitesimal. Furthermore, we would still have undeveloped land elsewhere, without the same significance to the community, but the demand for such developments would be exhausted. With all of this considered I can not see why we wouldn't want this unique feature for our waterfront.

I plan to speak at the Sheboygan Historical Preservation Commission's public forum at the Stefanie H Weill Center on Oct 12th to share my plan, but I wanted to reach out to you in hopes that you might share in my vision and help me create this beautiful green space for our great city. Thank you very much for your time and consideration.

Sincerely,

Dane Schaefer

**VI**

3.8

R. C. No. 163 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred the below-listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 163-17-18 by the City Clerk submitting a claim from Daniel D. Payne regarding alleged damages to his vehicle parked at 1344 Logan Ave. when it was hit by a garbage truck;
2. R. O. No. 155-17-18 by the City Clerk submitting a claim from Kenneth Reinemann regarding alleged damages to his property at 1526 Ohio Ave. due to a sewer back up;
3. R. O. No. 132-17-18 by the City Clerk submitting a claim from Darlene Mech for alleged damages to her vehicle when a squad car hit it at 830 N. Water Street;
4. R. O. No. 90-17-18 by the City Clerk submitting a claim from Charles Uraynar for alleged damages to his basement when sewage backed up into the basement.

R. O. No. 163-17-18 and R. O. 132-17-18 have been reviewed by staff and the claims settled. R. O. No. 155-17-18 and R. O. 90-17-18 have been denied.

*Consent  
Wof Draughton  
Acc'd*

*James A. Bohrer*  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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 20th day of November, 2017.

Dated November 22 2017. Lucan Richards, City Clerk

Approved November 22 2017. \_\_\_\_\_, Mayor

II

5.2

R. O. No. 163 - 17 - 18. By CITY CLERK. September 18, 2017.

Submitting a claim from Daniel D. Payne regarding alleged damages to his vehicle parked at 1344 Logan Ave. when it was hit by a garbage truck.

Finance +  
Personnel

---

City Clerk

re-attach  
to RC for  
Fu P's liability  
claims after  
Monday

DATE RECEIVED

9-11-17

RECEIVED BY

MD

CLAIM NO.

C17-18508

City  
claim  
#  
17-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY 11/17 PM 12:13

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

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

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

1. Name of Claimant: Daniel D Payne
2. Home address of Claimant: 1344 Logan Ave
3. Home phone number: none
4. Business address and phone number of Claimant: none

5. When did damage or injury occur? (date, time of day) Aug. 22 - 8:30 AM
6. Where did damage or injury occur? (give full description) In front of my Home at 1344 Logan Ave.

7. How did damage or injury occur? (give full description) car was parked in front of my Home when garbage truck side swiped my bumper, and pulled it halfway off the car.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: not known
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: driver of garbage truck turned to short and side swiped my car.

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

No injuries Property damage to  
car left front Bumper

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

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

Auto:	\$ <u>1,685.42</u>	2nd # <u>1,427.31</u>
Property:	\$ _____	
Personal injury:	\$ _____	
Other: (Specify below)	\$ _____	
<b>TOTAL</b>	<b>\$</b>	<b><u>1,427.31</u></b>

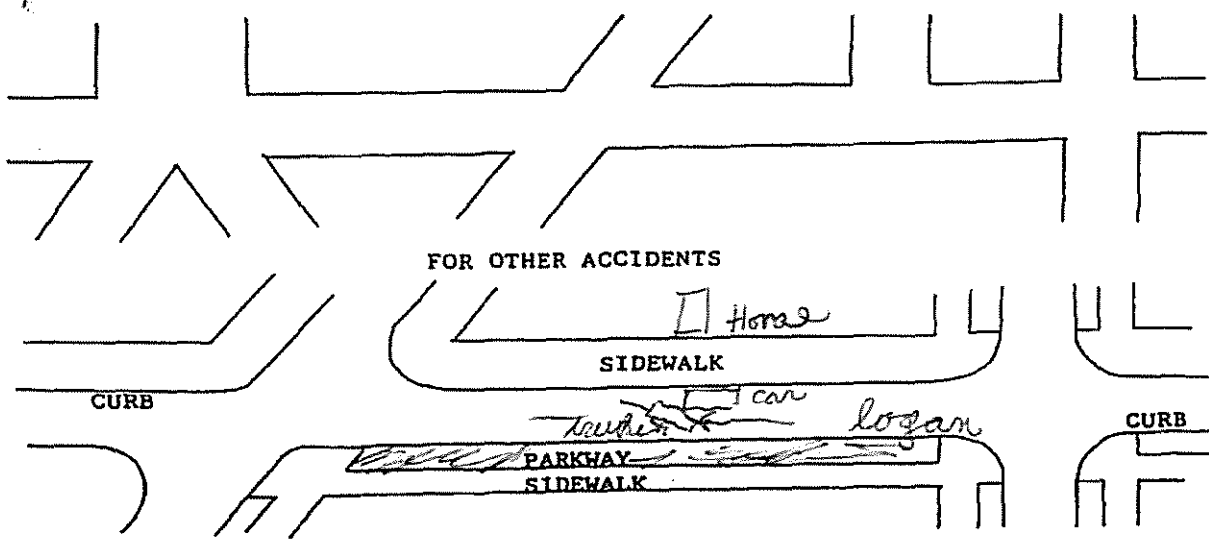
Damaged vehicle (if applicable)

Make: Dodge Model: Avenger Year: 2008 Mileage: 79,703

Names and addresses of witnesses, doctors and hospitals: Bruce Matzdot  
leadman street Department. and Melanie  
Mc. Carthy, Place, Officer

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

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



SIGNATURE OF CLAIMANT Caniel D Payne DATE 9-8-2017

DATE RECEIVED 9-11-17

RECEIVED BY MD

CLAIM NO. 017-18508

*air  
val  
17*

CLAIM

Claimant's Name: Daniel D Payne

Auto 2nd \$14,27.31  
\$ 1,685.42

Claimant's Address: 1344 Logan Ave

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

Claimant's Phone No. 920-207-0992

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

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

TOTAL \$ 1,427.31

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,685.42. 2nd. \$ 1,427.31

SIGNED Daniel D Payne

DATE: 9-8-2017

ADDRESS: 1344 Logan Ave

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

SHEBOYGAN COLLISION CENTER  
CHEVROLET - BUICK - GMC - CADILLAC INC  
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081  
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855  
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

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

08/30/2017 09:42 AM

Owner

Owner: DANIEL PAYNE  
Address: 1344 LOGAN AVE  
City State Zip: Sheboygan, WI 53083

Work/Day: (920)207-0992  
FAX:

Inspection

Inspection Date: 08/30/2017 09:42 AM  
Primary Impact: Left Front Corner

Inspection Type:  
Secondary Impact:

Appraiser Name: PATRICK KARBE  
Address: 3400 SOUTH BUSINESS DRIVE  
City State Zip: Sheboygan, WI 53081  
Email: collisioncenter@sheboyganauto.com

Appraiser License # :  
Work/Day: (920)459-6855  
Work/Day: (888)459-6855  
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad  
Address: 3400 SOUTH BUSINESS DRIVE  
City State Zip: SHEBOYGAN, WI 53081  
Email: collisioncenter@sheboyganauto.com

Contact:  
Work/Day: (920)459-6855  
Work/Day: (888)459-6855  
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 4

Vehicle

2008 Dodge Avenger SXT 4 DR Sedan  
4cyl Gasoline 2.4  
4 Speed Automatic

Lic.Plate: 897NYY  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: LIGHT SANDSTONE MET  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PKG

Lic State: WI  
VIN: 1B3LC56K98N299031  
Mileage: 79,703  
Mileage Type: Actual  
Code: N1563B  
Int. Color: Dark Khaki/Graystone  
Int. Refinish: Two-Stage  
Int. Trim Code: J1

Options - AudaVIN Information Received

18 Inch Alloy Wheels  
Alarm System  
Cruise Control  
Floor Mats  
Ice Box/Storage Cabinets

AM/FM CD Player  
Anti-Lock Brakes  
DVD Player  
Fog Lights  
Intermittent Wipers

Air Conditioning  
Center Console  
Dual Airbags  
Head Airbags  
Keyless Entry System



Lighted Entry System	<b>MP3 Decoder</b>	Power Brakes
Power Door Locks	Power Drivers Seat	Power Mirrors
Power Steering	Power Windows	<b>Rear Spoiler</b>
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
<b>Sirius Satellite Radio</b>	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	<b>Touch Screen Display</b>
Velour/Cloth Seats		

*AudaVIN options are listed in bold-italic fonts*

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	E	74		Cover,Front Bumper	68004697AA	\$524.00			3.7	SM
2	L	74	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
<b>Front Body And Windshield</b>										
3	I	103		Fender,Front LT	Repair				1.0*	SM
4	L	103		Fender,Front LT	Refinish				2.8	RF
					2.3 Surface					
					0.5 Two-stage					
<b>Front Body Interior Sheetmetal</b>										
5	E	138	46	Skirt,Inner Fender LT	5008915AE	\$81.75			INC	SM
<b>Manual Entries</b>										
6	L			Cover Car Exterior	Refinish	\$5.00*				SM
7	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
8	L			Corrosion,Protection	Refinish	\$10.00*			0.2*	SM
9	L			Flex Additive	Refinish	\$6.00*				SM
9	Items									

**MC Message**

13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

**Estimate Total & Entries**

Gross Parts		\$605.75	
Other Parts		\$21.00	
Paint & Materials	7.1 Hours @ \$38.00	\$269.80	
Parts & Material Total			\$896.55
Tax on Parts & Material	@ 5.500%		\$49.31

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	3.9	1.0	4.9	\$284.20
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	7.1		7.1	\$411.80

Labor Total		12.0 Hours	\$696.00
Tax on Labor	@ 5.500%		\$38.28
Sublet Repairs			\$5.00

Tax on Sublet	@ 5.500%	\$0.28	
Gross Total			\$1,685.42
Net Total			\$1,685.42

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default  
Recycled Parts NOT REQUESTED  
Rate Name Default

Audatex Estimating 8.0.035 ES 08/30/2017 09:45 AM REL 8.0.035 DT 08/01/2017 DB 08/15/2017  
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1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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DEAN'S AUTO BODY INC  
1407 N. 29TH STREET  
SHEBOYGAN, WI 53081  
OFFICE: 920-457-5494 FAX: 920-457-6495  
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

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

09/06/2017 02:48 PM

Owner

Owner: Dan Payne  
Address: 1344 Logan Ave  
City State Zip: Sheboygan, WI 53083

Home/Day: (920)207-0992  
Cell: (920)207-0992  
FAX:

Inspection

Inspection Date: 09/07/2017 05:48 AM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Left Front Corner  
Driveable: Yes

Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920)457-5494x  
FAX: (920)457-6495x  
Secondary Impact:  
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081

Contact: Phil Black  
Work/Day: (920)457-5494  
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 2\*

Remarks

\*\*\* Original Estimate \*\*\*

Vehicle

2008 Dodge Avenger SXT 4 DR Sedan  
4cyl Gasoline 2.4  
4 Speed Automatic

Lic.Plate: 897-NYY  
Lic Expire:  
Prod Date: 07/2008  
Veh Insp# :  
Condition:  
Ext. Color: LIGHT SANDSTONE MET  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PKG

Lic State: WI  
VIN: 1B3LC56K98N299031  
Mileage: 79,866  
Mileage Type: Actual  
Code: N1563B  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

AM/FM CD Player  
Aluminum/Alloy Wheels

Air Conditioning  
Anti-Lock Brakes

Alarm System  
Center Console

Cruise Control	DVD Player	Dual Airbags
Head Airbags	Ice Box/Storage Cabinets	Intermittent Wipers
Keyless Entry System	Lighted Entry System	MP3 Decoder
Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Velour/Cloth Seats	

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	N	29		Frt Bumper Cvr Overhau	Additional Labor				0.7	SM
2	EC	74		Cover,Front Bumper	Replace Economy	\$232.00*			INC	SM
3	L	74	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
4	E	9		Clip,Frt Bumper	4389947AA	\$31.40			2.6	SM
				Quantity of 4 @ \$7.85 each						
5	E	10		Clip,Frt Bumper	6503598	\$36.25			INC	SM
				Quantity of 5 @ \$7.25 each						
<b>Front End Panel And Lamps</b>										
6	RI	41		Headlamp Assy,Halogen LT	R & I Assembly				0.5	SM
<b>Front Body And Windshield</b>										
7	I	103		Fender,Front LT	Repair				1.0*	SM
8	L	103		Fender,Front LT	Refinish				2.8	RF
					2.3 Surface					
					0.5 Two-stage					
<b>Front Body Interior Sheetmetal</b>										
9	E	138		Skirt,Inner Fender LT	5008915AE	\$81.75			INC	SM
<b>Manual Entries</b>										
10	EC			Flex Additive	Replace Economy	\$6.50*				RF
11	N			De-Nib and polish	Additional Labor					SM*
12	N			Hazad, waste	Additional Labor	\$5.00*				SM
12	Items									

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$149.40
Other Parts	\$243.50
Paint & Materials	7.1 Hours @ \$38.00
Parts & Material Total	\$269.80
Tax on Parts & Material	@ 5.500%
	\$662.70
	\$36.45

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	3.1	1.7	4.8	\$278.40

Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	7.1	7.1	\$411.80	
<hr/>					
Labor Total			11.9 Hours		\$690.20
Tax on Labor		@ 5.500%		\$37.96	
Gross Total					\$1,427.31
Net Total					\$1,427.31

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

Audatex Estimating 8.0.134 ES 09/07/2017 03:30 PM REL 8.0.134 DT 08/01/2017 DB 09/01/2017  
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1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS  
OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,  
WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST  
INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES  
SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

#### Op Codes

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



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II

3.14

R. O. No. 155 - 17 - 18. By CITY CLERK. September 5, 2017.

Submitting a claim from Kenneth Reinemann regarding alleged damages to his property at 1526 Ohio Ave. due to a sewer back up.

*Finance +  
Personnel*

---

City Clerk

DATE RECEIVED 8-28-17

RECEIVED BY MD

CLAIM NO. 16-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 28 '17 AM 10:22

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

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

1. Name of Claimant: Kenneth W. Reinemann

2. Home address of Claimant: 1526 Ohio Av. Sheboygan, WI 53081

3. Home phone number: 920.458.2517

4. Business address and phone number of Claimant: Retired

5. When did damage or injury occur? (date, time of day) August 28<sup>th</sup> 2017

6. Where did damage or injury occur? (give full description) 0  
In basement of home at 1526 Ohio Av.

7. How did damage or injury occur? (give full description) N.A.

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

(a) Name of such officer or employee, if known: N.A.

(b) Claimant's statement of the basis of such liability: N.A.

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

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

(b) Claimant's statement of basis for such liability: N.A.



DATE RECEIVED 8.28.17

RECEIVED BY MD

CLAIM NO. 16-17

CLAIM

AUG 28 '17 AM 10:24

Claimant's Name: Kenneth W. Reineman Auto \$ \_\_\_\_\_

Claimant's Address: 1526 Ohio Av. Property \$ Sewer back u

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

Claimant's Phone No. 920-458-2517 Other (Specify below) \$ 205.00

TOTAL \$ 205.00

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

*See Bill*

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 205.00.

SIGNED Kenneth W Reineman DATE: 08/28/17

ADDRESS: 1526 Ohio Av. Sheboygan, WI 53081

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

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

N.A.

11. Name and address of any other person injured:

N.A.

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

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

Property: \$ Sewer-back up

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

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

TOTAL \$ 205.00

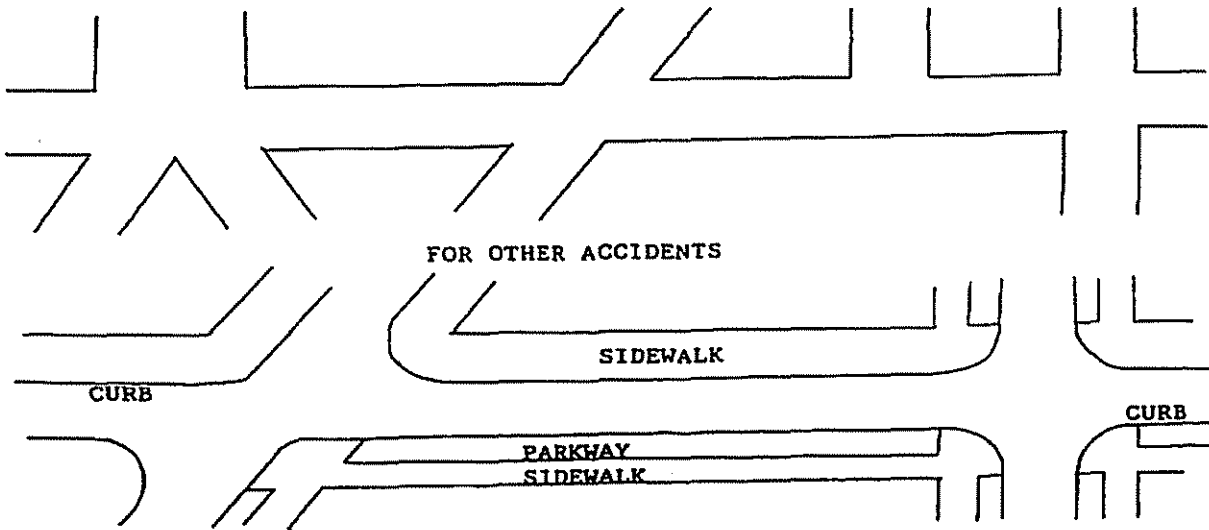
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT Kenneth W Reimerann

DATE 08/28/17

Invoice # 4996



Paid Via C.C.

A8  
Services  
LLC

Green Bay/Brown County  
920.497.1983

P.O. Box 5253  
DePere, WI 54115

RRGreenBay@gmail.com

Tech: <u>Brandon</u>		Date <u>8/24/17</u>
Name <u>Ken R</u>		
Address <u>1526 Ohio St. Spe.</u>		
Phone Number <u>920-458-2517</u>		
DESCRIPTION	AMOUNT	
<u>Main (Stark →) 100'</u>	<u>205</u>	<u>00</u>
<u>↳ 6" full → 100'</u>		
<u>↳ Not opened</u>		
<u>↳ Measured to St. (Under 100')</u>		
<u>↳ Checked Man hole @ end of</u>		
<u>dead end st. Holding Water</u>		
TOTAL	<u>205</u>	<u>00</u>

ALL claims and returned goods MUST be accompanied by this bill.  
\$100 fee if sent to collection.

Thank You Rec'd by Mary Reimann

Kenneth W. Reinemann  
1526 Ohio Av.  
Sheboygan, WI 53081

08/24/17

Sewer back up noticed in basement  
in AM.

Roto Rooter was called but did  
not respond till 4pm. The  
plumber at that time did leave  
a message with Dept of Public Work  
to let them know there was water in  
the man hole on our dead end street  
my wife also left two messages  
between 4 and 6pm.

After waiting two hours we called a  
emergency number and talked with a  
Police officer who contacted Public  
works employees.

At 7pm they found the blockage  
at the West end of our street.

3.1

II

R. O. No. 132 - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a claim from Darlene Mech for alleged damages to her vehicle when a squad car hit it at 830 N. Water Street.

*Finance +  
Personnel*

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

DATE RECEIVED 8/16/17

RECEIVED BY MD

CLAIM NO. 15-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 16 '17 AM 9:54

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Darlene Meech

2. Home address of Claimant: 4589 Hunters Glenn Dr

3. Home phone number: 920-918-8268

4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 8/4/17 12:03pm

6. Where did damage or injury occur? (give full description) \_\_\_\_\_  
Cover, front bumper on vehicle.  
Location: 830 N. Water St., Sheboygan, WI (private property)

7. How did damage or injury occur? (give full description) \_\_\_\_\_  
Vehicle 1 (Rupnick) backed into vehicle 2 (Meech)

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

(a) Name of such officer or employee, if known: John W. Rupnick

(b) Claimant's statement of the basis of such liability: Your officer (Rupnick) was backing out from a parking space & hit my vehicle. I was driving north straight (had right of way).

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

(a) Public property alleged to be dangerous: \_\_\_\_\_

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

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

Cover, front bumper of my vehicle. It damaged

11. Name and address of any other person injured:

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

Auto:

\$ 863.85 (DICK BRANDMEIR FORD)

Property:

\$

Personal injury:

\$

Other: (Specify below

75.00

\$ ~~65.00~~ ~~97.50~~ (2 or 3 days car rental from Hertz) depending on how long it will take

TOTAL

\$ ~~928.85~~ ~~961.35~~

938.85

Damaged vehicle (if applicable)

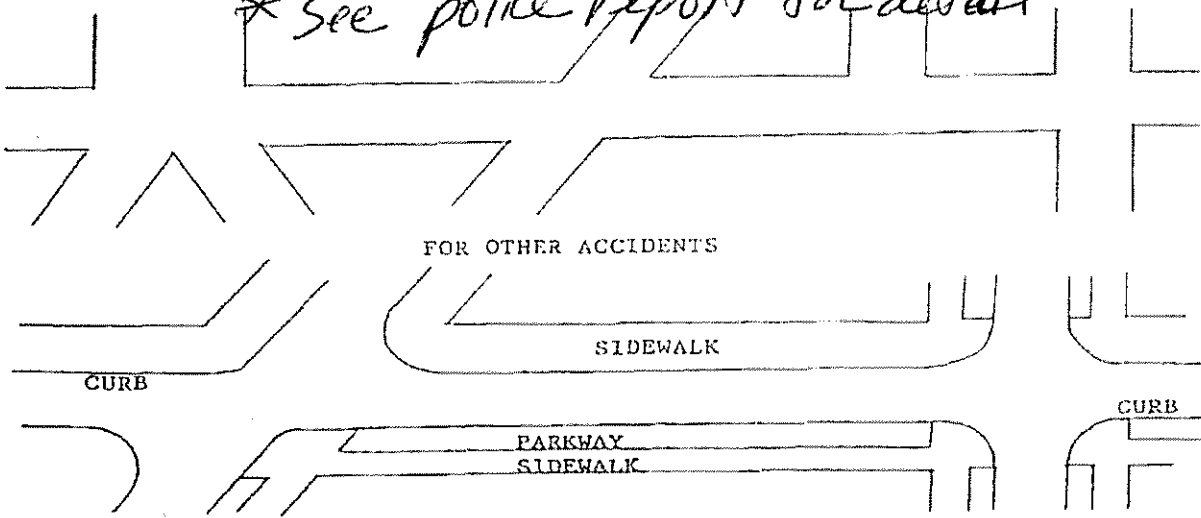
Make: Toyota Model: Venza Year: 2013 Mileage: 65,000

Names and addresses of witnesses, doctors and hospitals:

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

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

\* See police report for detail



SIGNATURE OF CLAIMANT Karlene J. Heck

DATE August 14, 2017

DATE RECEIVED 8.16.17

RECEIVED BY MD

CLAIM NO. 15.17

CLAIM

Claimant's Name: Darlene Mech Auto \$ 863.85  
 Claimant's Address: 4589 Hunters Glenn Ave Property AUG 16 '17 AM 9:54  
Sheboygan, WI 53083 Personal Injury \$ \_\_\_\_\_  
 Claimant's Phone No. 920-918-8268 Other (Specify below) \$ ~~65~~ ~~997.50~~  
 TOTAL \$ ~~928.85~~ ~~997.50~~ 938.85

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~928.85~~ ~~997.50~~ 938.85

SIGNED Darlene Mech DATE: August 16, 2017  
 ADDRESS: 4589 Hunters Glenn Ave, Sheboygan, WI 53083

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



G7LOB8M7SZ  
C17-16487

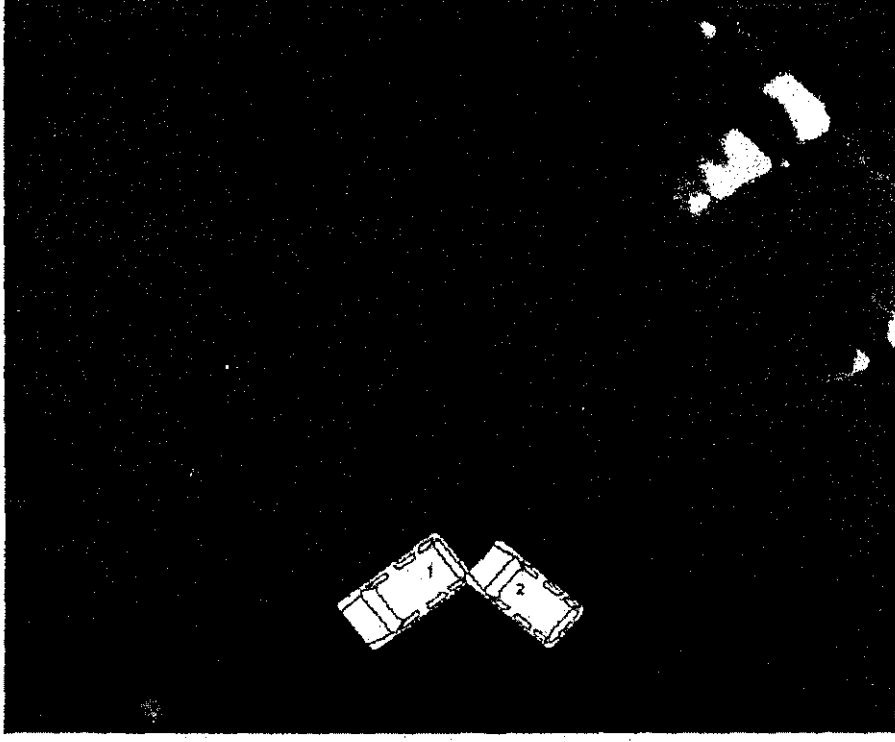
Wisconsin Motor Vehicle  
Crash Report

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

G7LOB8M7SZ

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy <b>SERGEANT TIMOTHY PATTON</b>	
Crash Date 08/04/2017		Crash Time 12:03 PM	Date Arrived 08/04/2017	Time Arrived 12:18 PM	
Date Notified 08/04/2017		Time Notified 12:03 PM	Total Units 02	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related No	Tags		
<input type="checkbox"/> Reportable	Crash Type Private Property/Parking Lot		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

<p>Diagram</p> 	Reconstruction By
	Photos By SGT PATTON
	Additional Information Photos

Narrative: I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.  
UNIT ONE WAS BACKING OUT EAST FROM A PARKING SPACE WHEN BOTH VEHICLES COLLIDED. UNIT TWO WAS DRIVING NORTH AND STRAIGHT IN THE DRIVEWAY AREA OF A PRIVATE PARKING LOT AND HAD RIGHT OF WAY. THERE WERE NO INJURIES.

Location

<b>PRIVATE PROPERTY</b> 830 N WATER ST (HOUSE/BUILDING 830)  IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.753756625	Longitude -87.718805064
	X Coordinate 442148.85625	Y Coordinate 4844774.5
	Structure Type House/Building	

G7L0B8M7SZ  
C17-16487

Wisconsin Motor Vehicle  
Crash Report

SHEBOYGAN POLICE DEPARTMENT  
1315 N-23RD ST  
SHEBOYGAN, WI 53081  
(920) 458-3333

Crash Scene

First Harmful Event Motor Veh In Transport		First Harmful Event Location Unknown	
Manner of Collision 07--Rear To Side		Light Condition Daylight	
Road Surface Condition(s) Dry		Roadway Factor(s)	
Environment Factor(s) None			
Weather Condition(s) Cloudy			
Animal Type		Relation To Trafficway Non Trafficway - Parking Lot	
Crash Classification - Location Private Property		Crash Classification - Jurisdiction Private Property	
Tribal Land		Access Control No Control	Special Study
Within Interchange Area NO	Junction Location Non-Junction	Intersection Type Not an Intersection	

Unit Summary

01	Unit Status In Transit		Vehicle Operating As Classification D CLASS		Unit Type Automobile	
	Vehicle Type (Sport) Utility Vehicle				Operating As Endorsements	
Total Occs 1		Train/Bus # Injured		Total # Citations Issued 0		Total Trailers 0
Insurance? YES		Direction Of Travel Eastbound		<input type="checkbox"/> Pre Crash Tire Mark		Total HazMat Types 0
UNIT	Most Harmful Event: Collision With Motor Veh In Transport			Special Function Police		Emergency Motor Vehicle Use Non-Emergency, Non-Transport
	Traffic Way Parking Lot or Private Property			Traffic Control No Control		Traffic Control Inoperative/Missing NO
	Surface Type Blacktop (Bituminous)			Road Curvature Straight		Road Grade Level
	Truck Bus or HazMat No			Reporting Threshold No		

01	License Plate Number E5829		Plate Type OFF - Municipal Official	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FM5K8AR8GGB81066		Make FORD	Year 2018	Model EXPLORER P
UNIT	Color BLK - Black		Body Style LL - CARRYALL		Bus Use Not A Bus
	Initial Contact Point 6--Rear		Vehicle Damage		
	Extent Of Damage Minor Damage		6--Rear		
01	Towed Due To Damage Not Towed		Vehicle Removed By OWNER		
	What Driver Was Doing Backing		Vehicle Factors		
	Driver Prior Action Other				

Driver Actions

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C17-16487

### Wisconsin Motor Vehicle Crash Report

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

UNIT	Unsafe Backing	
	Driver Distractions Looked But Did Not See	
01	Government CITY OF SHEBOYGAN (920) 459-3334	Address 1316 S 23RD STREET SHEBOYGAN, WI 53081 , US
	Event Motor Veh In Transport	
	Event	
	Event	
	Event	
UNIT	Insurance Company CITY OF SHEBOYGAN	Government CITY OF SHEBOYGAN

**G7L0B8M7SZ**  
C17-16487

**Wisconsin Motor Vehicle  
Crash Report**

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

UNIT	Driver <b>JOHN W RUPNICK</b> (920) 459-3334		Citations Issued 0		Sex Male	
	Address 1315 S 23RD STREET SHEBOYGAN, WI 53081 , US		Date of Birth 08/21/1967		Race WHITE	
01	On Duty Crash Police		Safety Equipment			
	Seat Position 1-Front Seat-Left Side (Driver/Motorcycle/Bicycl		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Extricated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
01	Striking Unit #		Prior Action		Location	
	Action		To/From School			
	Action Other					
UNIT	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
	Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given Test Not Given		Drug Test Type		Drug Test Results	
	Drug Type					
	Individual Condition					

G7LOB8M7SZ  
C17-16487

Wisconsin Motor Vehicle  
Crash Report

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

Unit Summary

02	Unit Status In Transit		Vehicle Operating As Classification D CLASS		Unit Type Automobile	
	Vehicle Type (Sport) Utility Vehicle				Operating As Endorsements	
Total Occs 2		Train/Bus # Injured	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
Insurance? YES	Direction Of Travel Northbound	<input type="checkbox"/> Pre Crash Tire Mark		Speed Limit N/A	Total Lanes 0	
UNIT	Most Harmful Event: Collision With Motor Veh In Transport		Special Function		Emergency Motor Vehicle Use Not Applicable	
	Traffic Way Parking Lot or Private Property		Traffic Control No Control		Traffic Control Inoperative/Missing NO	
	Surface Type Concrete		Road Curvature		Road Grade Level	
	Truck Bus or HazMat No			Reporting Threshold No		

02	License Plate Number 118PNK		Plate Type AUT - Automobile	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 4T3BK3BB6DU086672		Make TOYOTA	Year 2013	Model VENZA LE/X	
UNIT	Color BLK - Black		Body Style LL - CARRYALL		Bus Use Not A Bus	
	Initial Contact Point 12-Front		Vehicle Damage			
02	Extent Of Damage Minor Damage		11-Left Front Corner			
	Towed Due To Damage Not Towed		Vehicle Removed By OWNER			
UNIT	What Driver Was Doing Going Straight		Vehicle Factors			
	Driver Prior Action Other		Not Applicable			
	Driver Actions					
Driver Distractions Unknown If Distracted						
02	Individual DARLENE J MECH (920) 918-8268			Address 4589 HUNTERS GLEN DR SHEBOYGAN, WI 53083 , US		
	Event Motor Veh In Transport					

G7L0B8M7SZ  
C17-16487

Wisconsin Motor Vehicle  
Crash Report

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

UNIT	Event
	Event
	Event
	Event
Insurance Company	
STATE-FARM-MUTUAL-AUTOMOBILE-INS-CO	
Organization/Company	
DARLENE MECH	

G7L0B8M7SZ  
C17-16487

Wisconsin Motor Vehicle  
Crash Report

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

UNIT	Driver <b>DARLENE J MECH</b> (920) 918-8288		Citations Issued 0		Sex Female	
	Address <b>4889 HUNTERS GLEN DR</b> <b>SHEBOYGAN, WI 53083 , US</b>		Date of Birth <b>11/08/1963</b>		Race WHITE	
02	On Duty Crash		Safety Equipment			
	Seat Position <b>1-Front Seat-Left Side (Driver/Motorcycle/Bicycl</b>		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity <b>No Apparent Injury</b>		Airbag Non Deployed			
	Ejected <b>Not Ejected</b>		Ejection Path <b>Not Ejected/Not Applicable</b>		Trapped/Extricated <b>Not Trapped</b>	
	Medical Transport <b>Not Transported</b>		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
02	Striking Unit #		Prior Action		Location	
	Action					
	Action Other					
UNIT	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
	Alcohol Test Given <b>Test Not Given</b>		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given <b>Test Not Given</b>		Drug Test Type		Drug Test Results	
	Drug Type					
	Individual Condition					

G7LOB8M7SZ  
C17-16487

Wisconsin Motor Vehicle  
Crash Report

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

UNIT	Passenger CHERYL J STOCKER (920) 467-9861		Citations Issued 0		Sex Female	
	Address 4811 HUNTER GLEN DR SHEBOYGAN, WI 53083 , US		Date of Birth 01/11/1964		Race WHITE	
02	On Duty Crash		Safety Equipment			
	Seat Position 3--Front Seat-Right Side (Train Engineers/Right)		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Extricated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
02	Striking Unit #		Prior Action		Location	
	Action		To/From School			
	Action Other					
UNIT	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
	Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given Test Not Given		Drug Test Type		Drug Test Results	
	Drug Type					
	Individual Condition					



DEAN'S AUTO BODY INC  
1407 N. 29TH STREET  
SHEBOYGAN, WI 53081  
OFFICE: 920-457-5494 FAX: 920-457-6495  
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

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

08/07/2017 04:41 PM

Owner

**Owner:** Darlene Mech  
**Address:** 4589 Hunters Glen Dr  
**City State Zip:** Sheboygan, WI 53083  
**Email:** dr.darlenemech@gmail.com  
**Home/Day:** (920)918-8268  
**Cell:** (920)918-8268  
**FAX:**

Inspection

**Inspection Date:** 08/08/2017 04:57 PM  
**Inspection Location:** Dean's Auto Body  
**Address:** 1407 North 29th St.  
**City State Zip:** Sheboygan, WI 53081  
**Primary Impact:** Left Front Corner  
**Driveable:** Yes  
**Inspection Type:** Drive In  
**Contact:** Phil Black  
**Work/Day:** (920)457-5494x  
**FAX:** (920)457-6495x  
**Secondary Impact:**  
**Rental Assisted:**  
**Appraiser Name:** PHIL BLACK  
**Appraiser License # :**

Repairer

**Repairer:** Dean's Auto Body  
**Address:** 1407 North 29th St.  
**City State Zip:** Sheboygan, WI 53081  
**Contact:** Phil Black  
**Work/Day:** (920)457-5494  
**FAX:** (920)457-6495

**Target Complete Date/Time:**

**Days To Repair:** 2\*

Remarks

\*\*\* Original Estimate \*\*\*

Vehicle

2013 Toyota Venza XLE V6 4 DR Wagon  
6cyl Gasoline 3.5  
6-Speed Automatic

**Lic.Plate:** 118-PNK  
**Lic Expire:**  
**Prod Date:** 01/2013  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** ATTITUDE BLACK MICA  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** 218  
**Lic State:** WI  
**VIN:** 4T3BK3BB5DU086572  
**Mileage:** 47,719  
**Mileage Type:** Actual  
**Code:** Y2403B  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

Options

1st Row LCD Monitor(s)

2nd Row Head Airbags

4-Wheel Drive

AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Automatic Dimming Mirror	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Driver Knee Airbag
Driver Seat Memory	Dual Airbags	Dual Power Seats
Dual Pwr Lumbar Supports	Dual Zone Auto A/C	Fog Lights
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated W/S Wiper Washers
High Definition Radio	IPOD Control	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Leather Seats
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Power Brakes	Power Door Locks	Power Liftgate
Power Steering	Power Windows	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Reverse Sensing System	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Wheel Locks	Wireless Audio Streaming	Wireless Phone Connect

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	EC	6		Cover,Front Bumper	Replace Economy	\$235.00*			1.8	SM
2	L	6	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
<b>Manual Entries</b>										
3	EC			Flex Additive	Replace Economy	\$6.50*				RF
4	N			De-Nib and polish	Additional Labor					SM*
5	N			Hazad, waste	Additional Labor	\$5.00*				SM
5				Items						
			<b>MC</b>	<b>Message</b>						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

**Estimate Total & Entries**

<b>Other Parts</b>		\$246.50
<b>Paint &amp; Materials</b>	4.3 Hours @ \$38.00	\$163.40
<b>Parts &amp; Material Total</b>		\$409.90
<b>Tax on Parts &amp; Material</b>	@ 5.500%	\$22.54

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	1.8		1.8	\$104.40
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	4.3		4.3	\$249.40
<b>Labor Total</b>				6.1 Hours	\$353.80

<b>Tax on Labor</b>	@ 5.500%	\$19.46	
<b>Gross Total</b>			<b>\$805.70</b>
<b>Net Total</b>			<b>\$805.70</b>

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

Audatex Estimating 8.0.134 ES 08/08/2017 05:03 PM REL 8.0.134 DT 07/01/2017 DB 08/01/2017  
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**1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS  
OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,  
WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST  
INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES  
SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

**Op Codes**

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



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DICK BRANTMEIER FORD-LINCOLN-MERCURY  
3824 KOHLER MEMORIAL DRIVE  
SHEBOYGAN, WI 53082-0028  
OFFICE: 920-458-6111 FAX: 920-451-8198

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

08/07/2017 08:56 AM

**Owner**

Owner: DARLENE MECH  
Address: 4589 HUNTERS GLENN DE  
City State Zip: Sheboygan, WI 53083

Work/Day: (920)918-8268  
FAX:

**Inspection**

Inspection Date: 08/07/2017 08:56 AM

Inspection Type:

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

Appraiser License # :

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

**Repairer**

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

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

Target Complete Date/Time:

Days To Repair: 2

**Vehicle**

2013 Toyota Venza LE V6 4 DR Wagon  
6cyl Gasoline 3.5  
6-Speed Automatic

Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: BLACK  
Ext. Refinish: Two-Stage

VIN: 4T3BK3BB5DU086572  
Mileage: 65,000  
Mileage Type: Actual  
Code: Y2403A  
Int. Color:  
Int. Refinish: Two-Stage

**Options**

2nd Row Head Airbags  
Air Conditioning  
Auto Headlamp Control  
Center Console  
Driver Knee Airbag  
Fog Lights  
Head Airbags  
Illuminated Visor Mirror  
Lighted Entry System  
Power Brakes  
Power Steering  
Rear Spoiler

4-Wheel Drive  
Aluminum/Alloy Wheels  
Automatic Dimming Mirror  
Cruise Control  
Dual Airbags  
Garage Door Opener  
Heated Power Mirrors  
Intermittent Wipers  
MP3 Decoder  
Power Door Locks  
Power Windows  
Rear Window Defroster

AM/FM CD Player  
Anti-Lock Brakes  
Bucket Seats  
Daytime Running Lights  
Dual Zone Auto A/C  
Halogen Headlights  
Heated W/S Wiper Washers  
Keyless Entry System  
Overhead Console  
Power Drivers Seat  
Pwr Driver Lumbar Supp  
Rear Window Wiper/Washer

Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Velour/Cloth Seats	Wheel Locks	Wireless Audio Streaming
Wireless Phone Connect	XM Satellite Radio	

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	E	6		Cover,Front Bumper	521190T900	\$298.61			1.8	SM
2	L	6	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					

**Manual Entries**

3	SB	M80		Hazardous Waste Removal	Sublet Repair	\$3.00*				SM
3				Items						

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts					\$298.61		
Paint & Materials		4.3 Hours @	\$38.00		\$163.40		
Parts & Material Total						\$462.01	
Tax on Parts & Material		@	5.500%			\$25.41	
<b>Labor</b>	<b>Rate</b>	<b>Replace</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>			
		<b>Hrs</b>					
Sheet Metal (SM)	\$58.00		1.8	1.8	\$104.40		
Mech/Elec (ME)	\$98.00						
Frame (FR)	\$60.00						
Refinish (RF)	\$58.00		4.3	4.3	\$249.40		
Labor Total				6.1 Hours		\$353.80	
Tax on Labor		@	5.500%		\$19.46		
Sublet Repairs					\$3.00		
Tax on Sublet		@	5.500%		\$0.17		
Gross Total						\$863.85	
Net Total						\$863.85	

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

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

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

Op Codes

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



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August 16, 2017

City Of Sheboygan  
828 Center Ave Ste 205  
Sheboygan WI 53081-4442

State Farm Auto Claims  
PO Box 52250  
Phoenix AZ 85072-2250

RE: Claim Number: 49-1104-Z67  
Date of Loss: August 04, 2017  
Our Insured: Darlene J Mech

To Whom It May Concern:

Our records indicate you were involved in an automobile accident with our insured on August 04, 2017. If you do not own the vehicle you were operating, please provide us the name and address of the current owner.

If you have automobile insurance coverage, please provide us with the following information:

Your Insurance Carrier:

Address: \_\_\_\_\_

Policy Number/Claim #: \_\_\_\_\_

Agent/Claim Rep. Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

I have reported this accident to my Company: Yes  No

If you do not have insurance, please contact us immediately.

Please return your response within 10 days from the date of this letter.

Thank you for your assistance. If you have any questions, please contact us.

15-17

Providing Insurance and Financial Services  
Home Office, Bloomington, IL



October 9, 2017

OCT 13 '17 AM 11:43

City Of Sheboygan-City Clerk  
828 Center Ave Ste 100  
Sheboygan WI 53081-4442

Sub Auto Litigation Office  
PO Box 106172  
Atlanta GA 30348-6172

RE: Claim Number: 49-1104-Z67  
Our Insured: Darlene J Mech  
Date of Loss: August 4, 2017  
Your Insured: City Of Sheboygan  
Your Insured Driver: John Rupnick  
Loss Location: 830 N Water Street, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

Your driver backed into our insured's vehicle causing damages.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm<sup>®</sup> paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$
042 - Uninsured Motorist PD	\$
300 series/400 - Comp/Collision	\$605.82
501 - Rental/Loss of Use	\$
600-050 - Med Pay/PIP	\$
Other	\$
Salvage Recovery	\$
Amount State Farm Paid	\$605.82
Insured Deductible	\$250.00
Total Claim Amount	\$855.82

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$855.82.

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.



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

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

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

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 13 '17 AM 11:49

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.
- 4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: State Farm Also Darlene Mech
- 2. Home address of Claimant: PO Box 106172 Atlanta GA 30384
- 3. Home phone number: 877 787 8276 #
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 8/4/17 @ 12:03 pm

6. Where did damage or injury occur? (give full description) 830 N. Water St

7. How did damage or injury occur? (give full description) Your driver backed into our insureds vehicle

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

- (a) Name of such officer or employee, if known: John Rupnick
- (b) Claimant's statement of the basis of such liability: improper backing

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

- (a) Public property alleged to be dangerous: \_\_\_\_\_
- (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

Front End  
No injuries

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

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

Auto: \$ 855.82  
Property: \$ \_\_\_\_\_  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_  
TOTAL: 855.82

Damaged vehicle (if applicable)

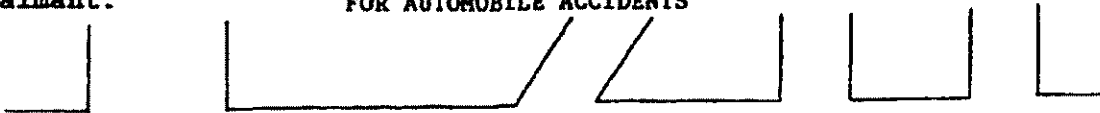
Make: Toyota Model: Venza Year: 2013 Mileage: 48,323

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

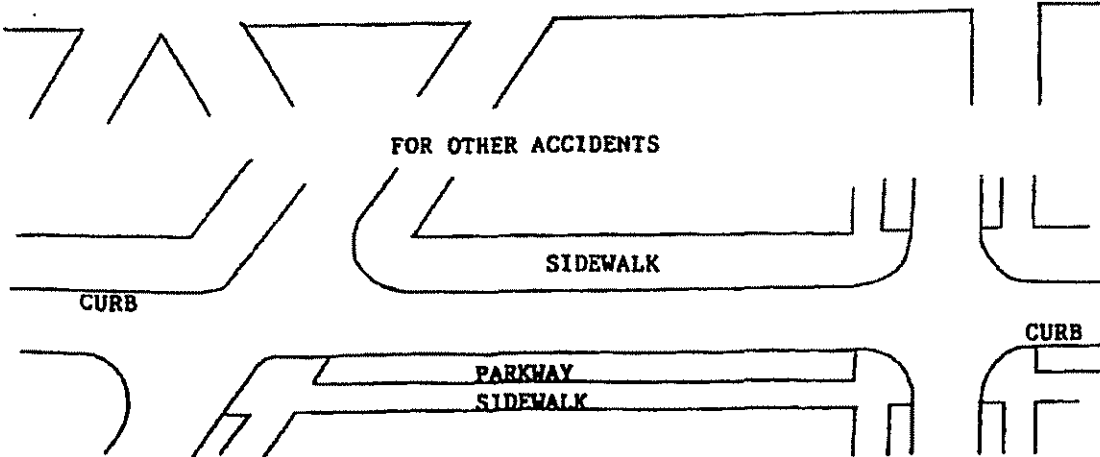
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

[Handwritten Signature]  
Dorlene Meck

Date: 10/9/17

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

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

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

CLAIM

Claimant's Name: <u>State Farm Ash Paulmen</u>	Auto	\$ <u>855.82</u>
Claimant's Address: <u>PO Box 106172</u>	Property	\$ _____
<u>Atlanta GA 30348</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>877787 8276</u>	Other (Specify below)	\$ <u>82</u>
	TOTAL	<u>855.82</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 855.82.

SIGNED: [Signature] DATE: 10/9/17  
 ADDRESS: PO Box 106172 Atlanta GA 30348

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

\*\*\* ESTIMATE \*\*\*

08/17/2017 12:48 PM

**Owner**

Owner: TIMOTHY J MECH  
Address: 4589 HUNTERS GLEN DR  
City State Zip: SHEBOYGAN, WI 53083-1763  
Home/Day: (920)467-1724  
Work/Day: (920)458-8246  
Cell: (920)918-1436

**Control Information**

Claim # : 49-1104-Z6701  
Loss Date/Time: 08/04/2017 07:00 AM  
Deductible: \$250.00

Insured Policy # :  
Loss Type: Collision

Ins. Company: State Farm  
Company Contact: DALE SPAETH  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)458-6111  
FAX:

Insured: TIMOTHY J MECH  
Address:  
City State Zip:

Home/Day: (920)467-1724  
Work/Day: (920)458-8246  
Cell: (920)918-1436

Claim Rep: Prop E T1 CS Team  
Address:

Work/Day: (855)341-8184

**Inspection**

Inspection Date: 08/17/2017 12:49 PM  
Inspection Location: Unknown  
City State Zip: WI  
Primary Impact: Left Front Corner  
Driveable: Yes

Inspection Type: Select Service  
Contact:

Secondary Impact:  
Rental Assisted:

Assigned Date/Time:  
First Contact Date/Time:

Received Date/Time: 08/16/2017 01:51 PM  
Appointment Date/Time: 08/17/2017 07:00 AM

Appraiser Name: DALE SPAETH  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Appraiser License # :  
Work/Day: (920)458-6111  
FAX: (920)451-8198

**Repairer**

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

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

Repair Start Date/Time: 08/22/2017 10:35 AM  
Repair Complete Date/Time: 08/22/2017 10:35 AM  
Target Complete Date/Time: 08/22/2017 10:35 AM

Vehicle Drop Off Date/Time: 08/22/2017 10:34 AM  
Vehicle Pick Up Date/Time: 08/22/2017 10:35 AM  
Days To Repair:

**Vehicle**

2013 Toyota Venza LE V6 4 DR Wagon  
 6cyl Gasoline 3.5  
 6-Speed Automatic

**Lic.Plate:** 118PNK  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** BLACK  
**Ext. Refinish:** Two-Stage

**Lic State:** WI  
**VIN:** 4T3BK3BB5DU086572  
**Mileage:** 48,323  
**Mileage Type:** Actual  
**Code:** Y2403A  
**Int. Color:**  
**Int. Refinish:** Two-Stage

**Options**

2nd Row Head Airbags	4-Wheel Drive	AM/FM CD Player
Air Conditioning	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Bucket Seats
Center Console	Cruise Control	Daytime Running Lights
Driver Knee Airbag	Dual Airbags	Dual Zone Auto A/C
Fog Lights	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Power Mirrors	Heated W/S Wiper Washers
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Lighted Entry System	MP3 Decoder	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Steering	Power Windows	Pwr Driver Lumbar Supp
Rear Spoiler	Rear Window Defroster	Rear Window Wiper/Washer
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Velour/Cloth Seats	Wheel Locks	Wireless Audio Streaming
Wireless Phone Connect	XM Satellite Radio	

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	OE	6	46	Cover,Front Bumper	Replace PXN OE Srpls	\$291.00			1.8	SM
2	L	6	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
<b>Manual Entries</b>										
3	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*				SM
	3	Items								
			<b>MC</b>	<b>Message</b>						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						
			46	PRINTABLE ALTERNATE PARTS COMPARE						

**Estimate Total & Entries**

**OE Surplus Parts** \$291.00

<b>Paint &amp; Materials</b>	4.3 Hours @ \$38.00	\$163.40	
<b>Parts &amp; Material Total</b>			\$454.40
<b>Tax on Parts &amp; Material</b>	@ 5.500%		\$24.99

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	1.8		1.8	\$104.40
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	4.3		4.3	\$249.40

<b>Labor Total</b>			6.1 Hours	\$353.80
<b>Tax on Labor</b>	@ 5.500%			\$19.46
<b>Sublet Repairs</b>				\$3.00
<b>Tax on Sublet</b>	@ 5.500%			\$0.17
<b>Gross Total</b>				\$855.82
Less: Deductible				\$250.00-
<b>Net Total (Final Bill)</b>				\$605.82



For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.

Register online to check the status of your claim and stay connected with State Farm®. To register, go to [statefarm.com](http://statefarm.com) and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53082 Geo 53082  
 Rate Name Default

Audatex Estimating 8.0.225 ES 08/22/2017 11:09 AM REL 8.0.225 DT 08/01/2017 DB 08/15/2017  
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**1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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

**Op Codes**

- \* = User-Entered Value
- NG = Replace NAGS
- UE = Replace OE Surplus
- ^ = Labor Matches System Assigned Rates
- EC = \*\* NON-OEM PART
- ET = Partial Replace Labor
- E = New Part
- OE = Replace PXN OE Srpls
- EP = \*\* NON-OEM PART

EU = RECYCLED PART  
UM = REMAN/REBUILT PART  
UC = RECOND PART  
N = ADDITIONAL OPERATION  
IT = Partial Repair  
P = Check

TE = Partial Replace Price  
L = Refinish  
TT = Two-Tone  
BR = Blend Refinish  
CG = Chipguard  
RP = RP-RELATED PRIOR

PM = REMAN/REBUILT PART  
PC = RECOND PART  
SB = Sublet Repair  
I = Repair  
RI = R & I Assembly



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**QUALITY REPLACEMENT PARTS REPORT**

**Vehicle**

2013 Toyota Venza LE V6 4 DR Wagon  
 6cyl Gasoline 3.5  
 6-Speed Automatic

**Options**

2nd Row Head Airbags	4-Wheel Drive	AM/FM CD Player
Air Conditioning	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Bucket Seats
Center Console	Cruise Control	Daytime Running Lights
Driver Knee Airbag	Dual Airbags	Dual Zone Auto A/C
Fog Lights	Garage Door Opener	Halogen Headlights
Head Airbags	Heated Power Mirrors	Heated W/S Wiper Washers
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Lighted Entry System	MP3 Decoder	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Steering	Power Windows	Pwr Driver Lumbar Supp
Rear Spoiler	Rear Window Defroster	Rear Window Wiper/Washer
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Velour/Cloth Seats	Wheel Locks	Wireless Audio Streaming
Wireless Phone Connect	XM Satellite Radio	

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC
1	Cover,Front Bumper	TO1000354V	521190T900	> 4		1
		TO1000354PP	521190T900	3	C	1
		TO1000354PP	521190T900	5	C	1
		TO1000354R	521190T900	2	R	3
		TO1000354OE	521190T900	> 1	S	3

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

**Key to Classification / Source Codes**

**CLS = Classification Code**

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER  
 M - REMANUFACTURED / REBUILT PART  
 R - RECONDITIONED PART  
 S - OEM SURPLUS PART

**SRC = Source Code**

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART  
 3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

**Detailed Distributor List**

1	PXN1941	KEYSTONE AUTO OEM KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
2	PXN4143	KEYSTONE USAA RCND KEYSTONE USA 855-375-4325	(855)375-4325



ALL, US 99999

3	PXN4150	KEYSTONE AQRP CERT KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
4	PXN4204	KEYSTONE VALUE LINE KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
5	PXN4208	KEYSTONE USAA CERT KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325

Audatex Estimating 8.0.225 ES 08/22/2017 11:09 AM REL 8.0.225 DT 08/01/2017 DB 08/15/2017

Zip Code: 53082

Search Area:

Geo 53082

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C17-16487

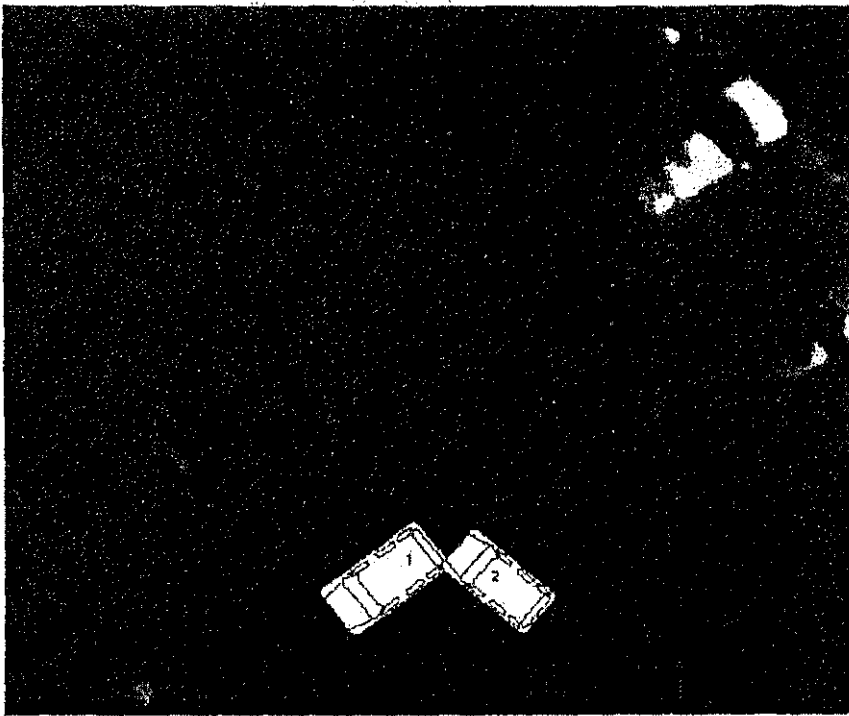
Wisconsin Motor Vehicle  
Crash Report

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 469-3333

G7L0B8M7SZ

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy <b>SERGEANT TIMOTHY PATTON</b>	
Crash Date 08/04/2017		Crash Time 12:03 PM	Date Arrived 08/04/2017	Time Arrived 12:18 PM	
Date Notified 08/04/2017		Time Notified 12:03 PM	Total Units 02	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related No		Tags	
<input type="checkbox"/> Reportable	Crash Type Private Property/Parking Lot		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

Diagram	Reconstruction By
	Photos By SGT PATTON
	Additional Information Photos

Narrative: I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report. UNIT ONE WAS BACKING OUT EAST FROM A PARKING SPACE WHEN BOTH VEHICLES COLLIDED. UNIT TWO WAS DRIVING NORTH AND STRAIGHT IN THE DRIVEWAY AREA OF A PRIVATE PARKING LOT AND HAD RIGHT OF WAY. THERE WERE NO INJURIES.

Location

PRIVATE PROPERTY 830 N WATER ST (HOUSE/BUILDING 830)  IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.753756625	Longitude -87.718805054
	X Coordinate 442148.85625	Y Coordinate 4844774.8
	Structure Type House/Building	

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C17-16487

Wisconsin Motor Vehicle  
Crash Report

SHEBOYGAN POLICE DEPARTMENT  
1315 N-23RD ST  
SHEBOYGAN, WI 53081  
(920) 458-3333

Crash Scene

First Harmful Event Motor Veh In Transport		First Harmful Event Location Unknown	
Manner of Collision 07--Rear To Side		Light Condition Daylight	
Road Surface Condition(s) Dry		Roadway Factor(s)	
Environment Factor(s) None			
Weather Condition(s) Cloudy			
Animal Type		Relation To Trafficway Non Trafficway - Parking Lot	
Crash Classification - Location Private Property		Crash Classification - Jurisdiction Private Property	
Tribal Land		Access Control No Control	Special Study
Within Interchange Area NO	Junction Location Non-Junction	Intersection Type Not an Intersection	

Unit Summary

01	Unit Status In Transit		Vehicle Operating As Classification D CLASS		Unit Type Automobile	
	Vehicle Type (Sport) Utility Vehicle				Operating As Endorsements	
Total Occs 1		Train/Bus # Injured	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
Insurance? YES		Direction Of Travel Eastbound	<input type="checkbox"/> Pre Crash/Tire Mark	Speed Limit N/A	Total Lanes 0	
UNIT	Most Harmful Event: Collision With Motor Veh In Transport		Special Function Police		Emergency Motor Vehicle Use Non-Emergency, Non-Transport	
	Traffic Way Parking Lot or Private Property		Traffic Control No Control		Traffic Control Inoperative/Missing NO	
	Surface Type Blacktop (Bituminous)		Road Curvature Straight		Road Grade Level	
	Truck Bus or HazMat No			Reporting Threshold No		

01	License Plate Number E5929		Plate Type OFF - Municipal Official	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FM5K8AR8GG881085		Make FORD	Year 2018	Model EXPLORER P
UNIT	Color BLK - Black		Body Style LL - CARRYALL		Bus Use Not A Bus
	Initial Contact Point 6--Rear		Vehicle Damage		
	Extent Of Damage Minor Damage		6--Rear		
01	Towed Due To Damage Not Towed		Vehicle Removed By OWNER		
	What Driver Was Doing Backing		Vehicle Factors		
	Driver Prior Action Other				
Driver Actions					

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Wisconsin Motor Vehicle  
Crash Report

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

UNIT	Unsafe Backing	
	Driver Distractions Looked But Did Not See	
01	Government CITY OF SHEBOYGAN (920) 459-3334	Address 1315 S 23RD STREET SHEBOYGAN, WI 53081 , US
	Event Motor Veh In Transport	
UNIT	Event	
	Event	
	Event	
	Event	
UNIT	Insurance Company CITY OF SHEBOYGAN	Government CITY OF SHEBOYGAN

**G7L0B8M7SZ**  
C17-16487

**Wisconsin Motor Vehicle  
Crash Report**

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

UNIT	Driver <b>JOHN W RUPNICK</b> (920) 459-3334		Citations Issued 0		Sex Male	
	Address 1315 S 23RD STREET SHEBOYGAN, WI 53081 , US		Date of Birth 08/21/1987		Race WHITE	
01	On Duty Crash Police		Safety Equipment			
	Seat Position 1--Front Seat-Left Side (Driver/Motorcycle/Bicycl		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Extricated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
01	Striking Unit #		Prior Action		Location	
	Action		To/From School			
UNIT	Action Other		<input type="checkbox"/> Suspected Alcohol Use <input type="checkbox"/> Suspected Drug Use			
	Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results	
Drug Test Given Test Not Given		Drug Test Type		Drug Test Results		
Drug Type						
Individual Condition						

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Wisconsin Motor Vehicle  
Crash Report

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(820) 459-3333

Unit Summary

02	Unit Status In Transit	Vehicle Operating As Classification D CLASS		Unit Type Automobile
	Vehicle Type (Sport) Utility Vehicle			Operating As Endorsements
02	Total Occs 2	Traffic/Bus # Injured	Total # Citations Issued 0	Total Trailers 0
	Insurance? YES	Direction Of Travel Northbound	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A
UNIT	Most Harmful Event: Collision With Motor Veh in Transport		Special Function	Emergency Motor Vehicle Use Not Applicable
	Traffic Way Parking Lot or Private Property		Traffic Control No Control	Traffic Control Inoperative/Missing NO
02	Surface Type Concrete		Road Curvature	Road Grade Level
	Truck Bus or HazMat No		Reporting Threshold No	
UNIT	License Plate Number 118PNK	Plate Type AUT - Automobile	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 4T3BK3BB6DU0B672	Make TOYOTA	Year 2013	Model VENZA LE/X
UNIT	Color BLK - Black	Body Style LL - CARRYALL	Bus Use Not A Bus	
	Initial Contact Point 12-Front	Vehicle Damage		
02	Extent Of Damage Minor Damage	11-Left Front Corner		
	Towed Due To Damage Not Towed	Vehicle Removed By OWNER		
UNIT	What Driver Was Doing Going Straight	Vehicle Factors		
	Driver Pktr Action Other	Not Applicable		
02	Driver Actions			
	Driver Distractions Unknown If Distracted			
02	Individual DARLENE J MECH (920) 918-8268		Address 4689 HUNTERS GLEN DR SHEBOYGAN, WI 53083 , US	
	Event Motor Veh In Transport			

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C17-16487

Wisconsin Motor Vehicle  
Crash Report

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

UNIT	Driver DARLENE J MECH (920) 818-8288		Citations Issued 0		Sex Female	
	Address 4589 HUNTERS GLEN DR SHEBOYGAN, WI 53083 , US		Date of Birth 11/08/1983		Race WHITE	
02	On Duty Crash		Safety Equipment			
	Seat Position 1-Front Seat-Left Side (Driver/Motorcycle/Bicycl		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Exticated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
02	Striking Unit #		Prior Action		Location	
	Action		To/From School			
UNIT	Action Other					
	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
	Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given Test Not Given		Drug Test Type		Drug Test Results	
	Drug Type					
Individual Condition						

G7L0B8M7SZ  
C17-16487

Wisconsin Motor Vehicle  
Crash Report

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

UNIT	Passenger CHERYL J STOCKER (920) 467-8981		Citations Issued 0		Sex Female	
	Address 4811 HUNTER GLEN DR SHEBOYGAN, WI 53083 , US		Date of Birth 01/11/1964		Race WHITE	
02	On Duty Crash		Safety Equipment			
	Seat Position 3--Front Seat-Right Side (Train Engineers/Right)		Shoulder & Lap Belt			
UNIT	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Extricated Not Trapped	
02	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
UNIT	Striking Unit #		Prior Action		Location	
	Action		To/From School			
UNIT	Action Other					
	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results		
Drug Test Given Test Not Given		Drug Test Type		Drug Test Results		
Drug Type						
Individual Condition						





RBZ000B5

State Farm Mutual Automobile Insurance Company

### Auto Payments by Payee

Route To: Jessica Kellerhals

#### BASIC CLAIM INFORMATION

Claim Number: 49-1104-Z67  
Date of Loss: 08-04-2017  
Policy Number: C136-204-49E  
Named Insured: MECH, TIMOTHY J

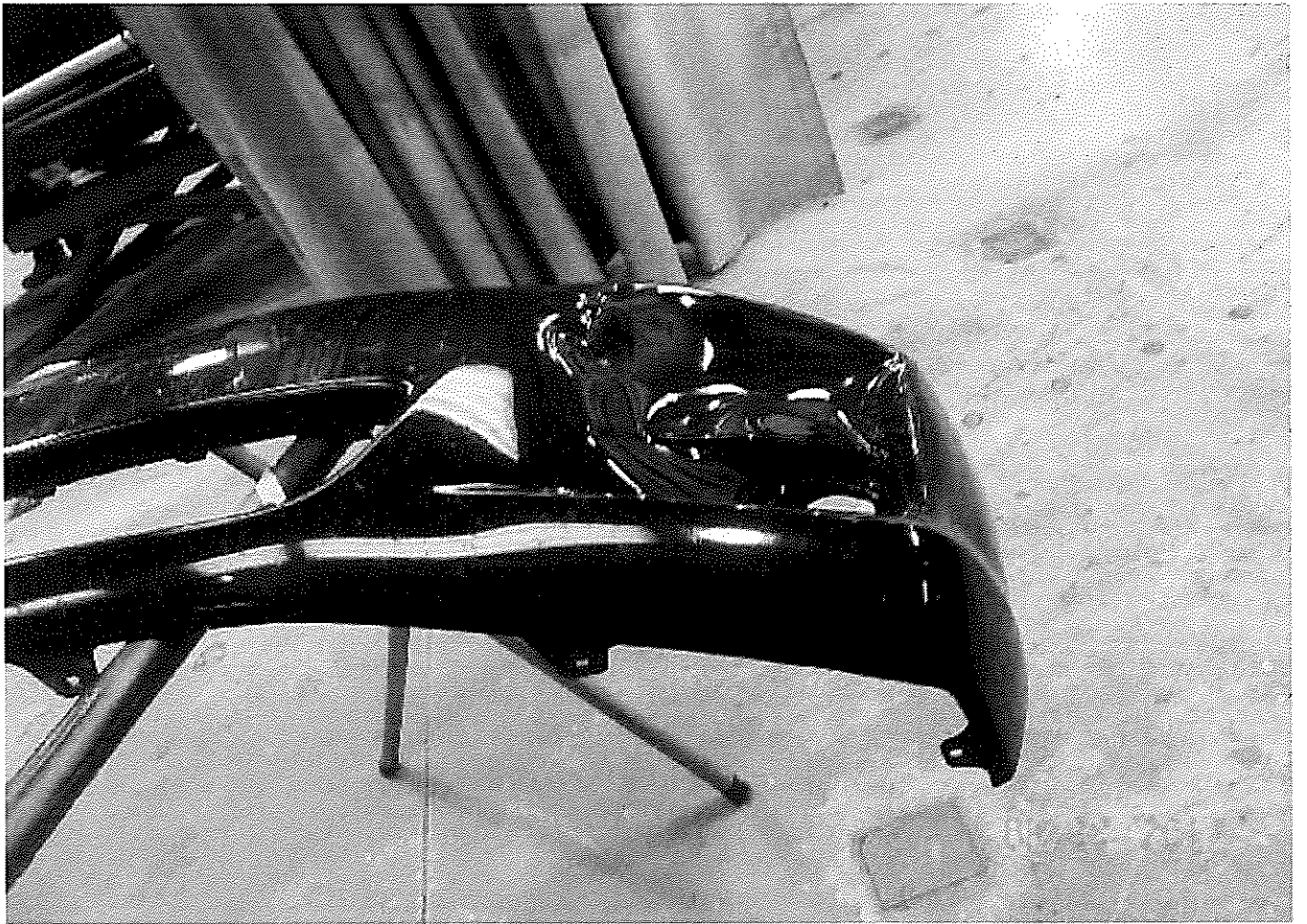
#### DICK BRANTMEIER FORD, INC

Service Provider - Service Provider

C denotes consolidated payment  
E denotes EFT payment  
P previously converted payment from CAT/CMR

<u>Payment Number</u>	<u>Issued Date</u>	<u>Participant</u>	<u>Payable COL</u>	<u>Pay Cd</u>	<u>Status</u>	<u>Amount</u>	<u>Auth ID</u>	<u>Rsn Cd</u>
105696445K E	08-22-2017	Named Insured(s)	400	1	Paid	\$605.82	WD80	
<b>Total:</b>						\$605.82		







II

4.1

R. O. No. 90 - 17 - 18. By CITY CLERK. July 17, 2017.

Submitting a claim from Charles Uraynar for alleged damages to his basement when sewage backed up into the basement.

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

*Jim & Personal*



*Charles Uraynar*

PAGE 4 OF 40



*Charles Wraynar*

PAGE 5 OF 40



*Charles Uraynar*

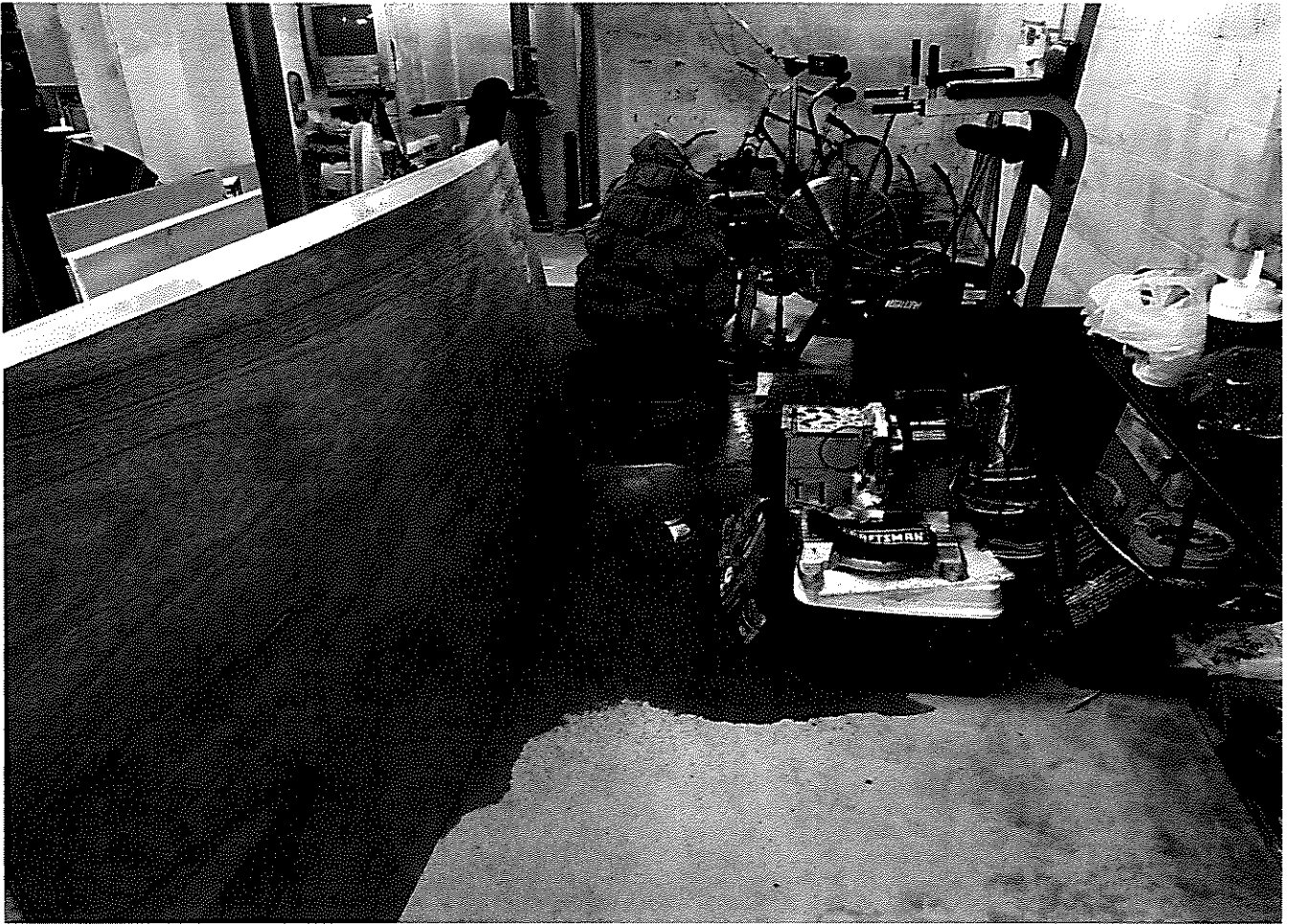
PAGE 6 OF 40





*Charles Uraynar*

PAGE 7 OF 40



*Charles Wraynor*

PAGE 8 OF 40



*Charles Uraynar*

PAGE 9 OF 40



*Charles Wraynor*

PAGE 10 OF 40



*Charles Wraymar*

PAGE 11 OF 40



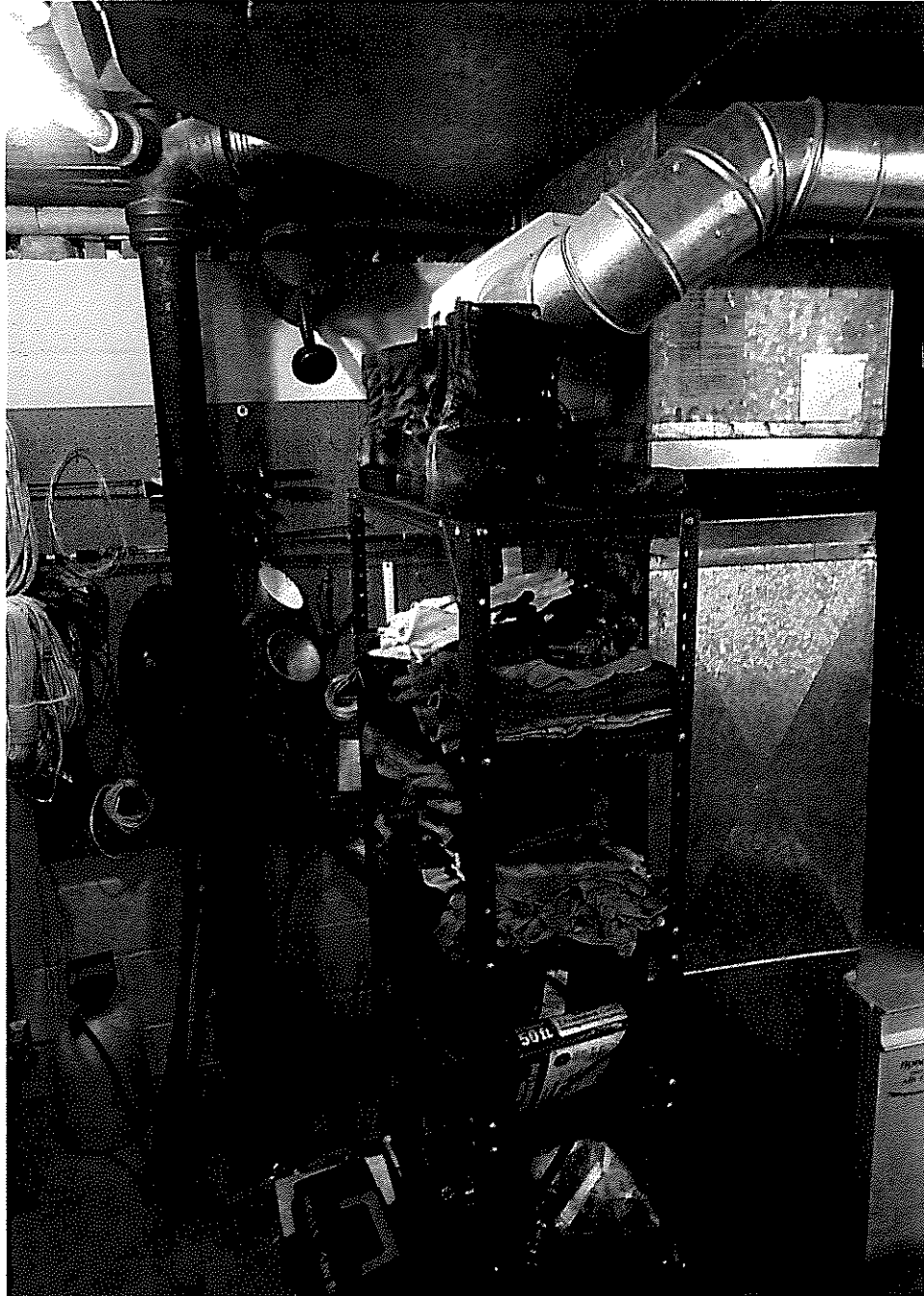
*Charles Wraynor*

PAGE 12 OF 40



*Charles Wraynar*

PAGE 13 OF 40



*Charles Urzgan*

PAGE 14 OF 40



DATE RECEIVED 7-10-17

RECEIVED BY Ckl

CLAIM NO. 12-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 10 '17 AM 8:57

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: CHARLES URAYNAR

2. Home address of Claimant: 2508 GEORGIA AVENUE SHEBOYGAN WI 53081

3. Home phone number: 920-458-0380

4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) MARCH 21 2017, 1:30 PM

6. Where did damage or injury occur? (give full description) THROUGHOUT THE ENTIRE BASEMENT OF 2508 GEORGIA AVENUE SHEBOYGAN WI 53081

7. How did damage or injury occur? (give full description) SEE PAGE 16 OF 40

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

(a) Name of such officer or employee, if known: SEE PAGES 15 AND 17 OF 40

(b) Claimant's statement of the basis of such liability: SEE PAGE 17 OF 40

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

(a) Public property alleged to be dangerous: NA

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

*Charles Uraynar*

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

SEE PAGES 18 AND 19 OF 40

11. Name and address of any other person injured: NA

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

Auto:	\$ <u>0</u>	
Property:	\$ <u>1,455.68</u>	<u>SEE PAGE 20 OF 40</u>
Personal injury:	\$ <u>0</u>	
Other: (Specify below)	\$ <u>1,786.52</u>	<u>SEE PAGE 21 OF 40</u>
<b>TOTAL</b>	\$ <u>3,242.20</u>	

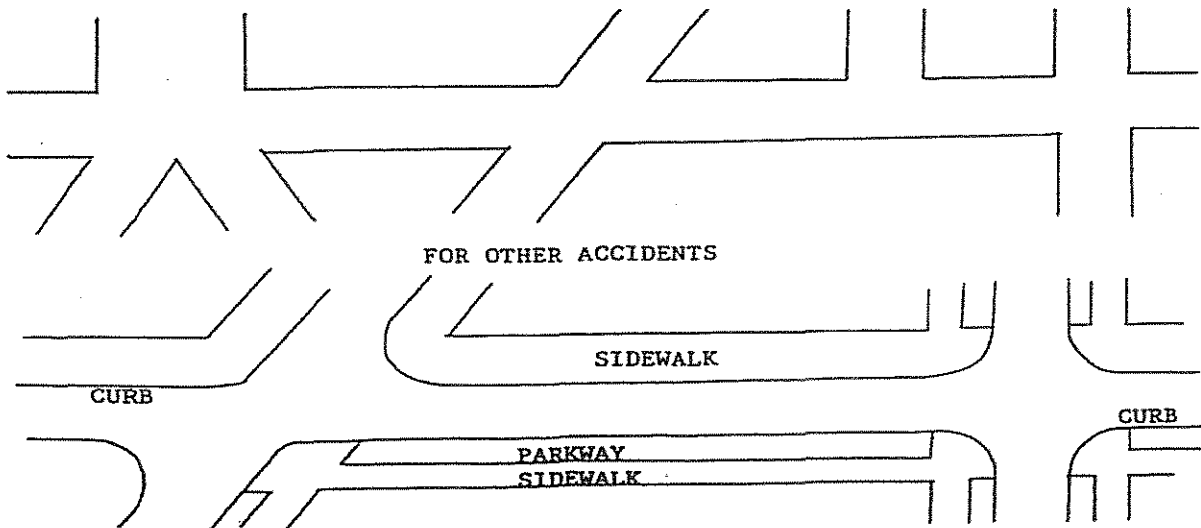
Damaged vehicle (if applicable) NA

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

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

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

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



SIGNATURE OF CLAIMANT Charles Grayson DATE JULY 8, 2017

DATE RECEIVED 7-10-17

RECEIVED BY ckl

CLAIM NO. 12-17

CLAIM

Claimant's Name: CHARLES URAYNAR  
Claimant's Address: 2508 GEORGIA AVENUE  
SHEBOYGAN WI 53081  
Claimant's Phone No. 920-458-0380

Auto \$ 0  
Property \$ 1,455.68  
Personal Injury \$ 0  
Other (Specify below) \$ 1,786.52  
TOTAL \$ 3,242.20

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3,242.20.

FOR PROPERTY-SEE PAGE 20 OF 40

FOR OTHER-SEE PAGE 21 OF 40

SIGNED Charles Uraynar

DATE: JULY 8, 2017

ADDRESS: 2508 GEORGIA AVENUE  
SHEBOYGAN WI 53081

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

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*Charles Uraymar*

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*Charles Wraynar*

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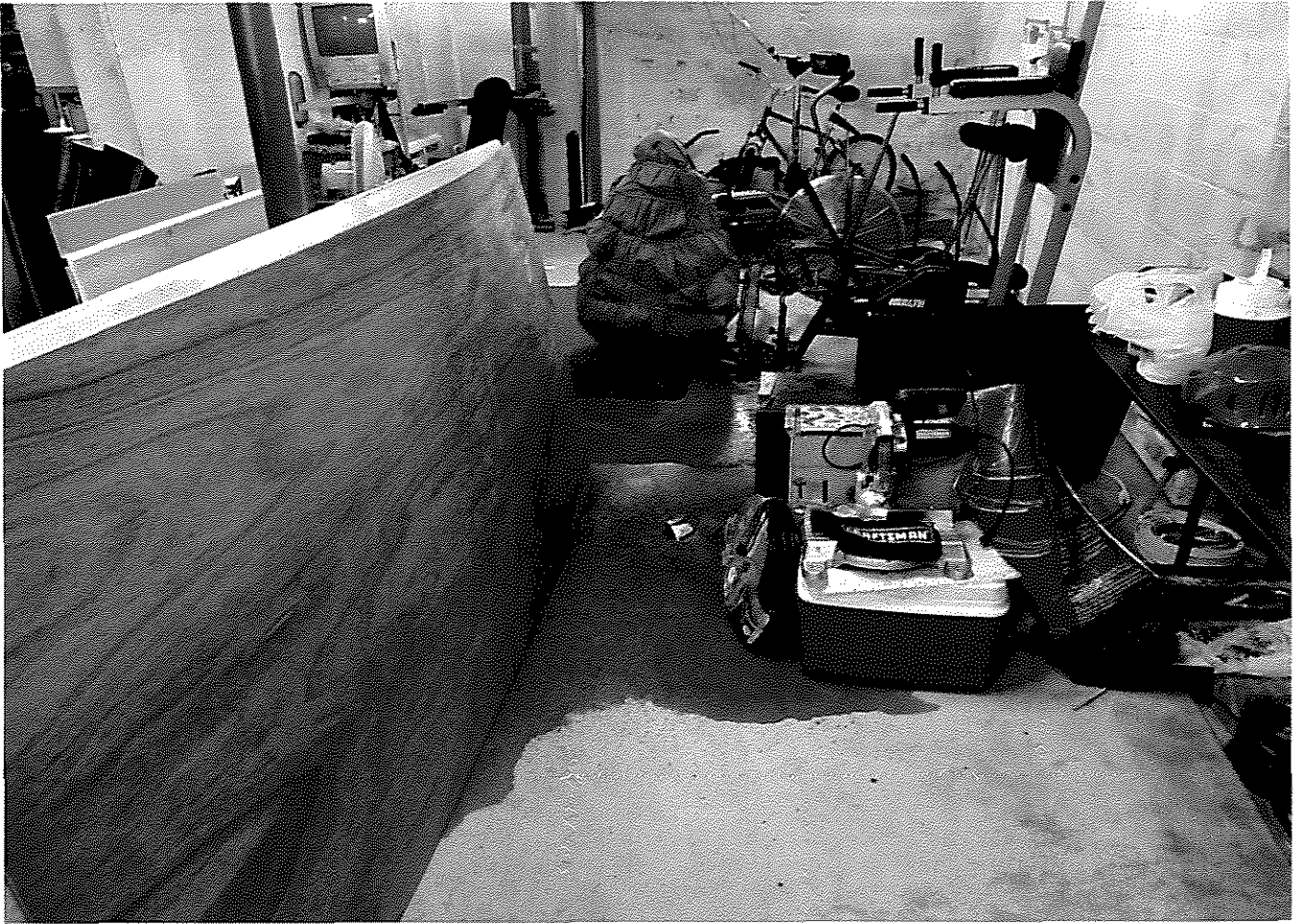
*Charles Uraynar*

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*Charles Uraynar*

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*Charles Urayman*

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*Charles Wraymar*

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*Charles Wraynar*

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*Charles Unaynar*

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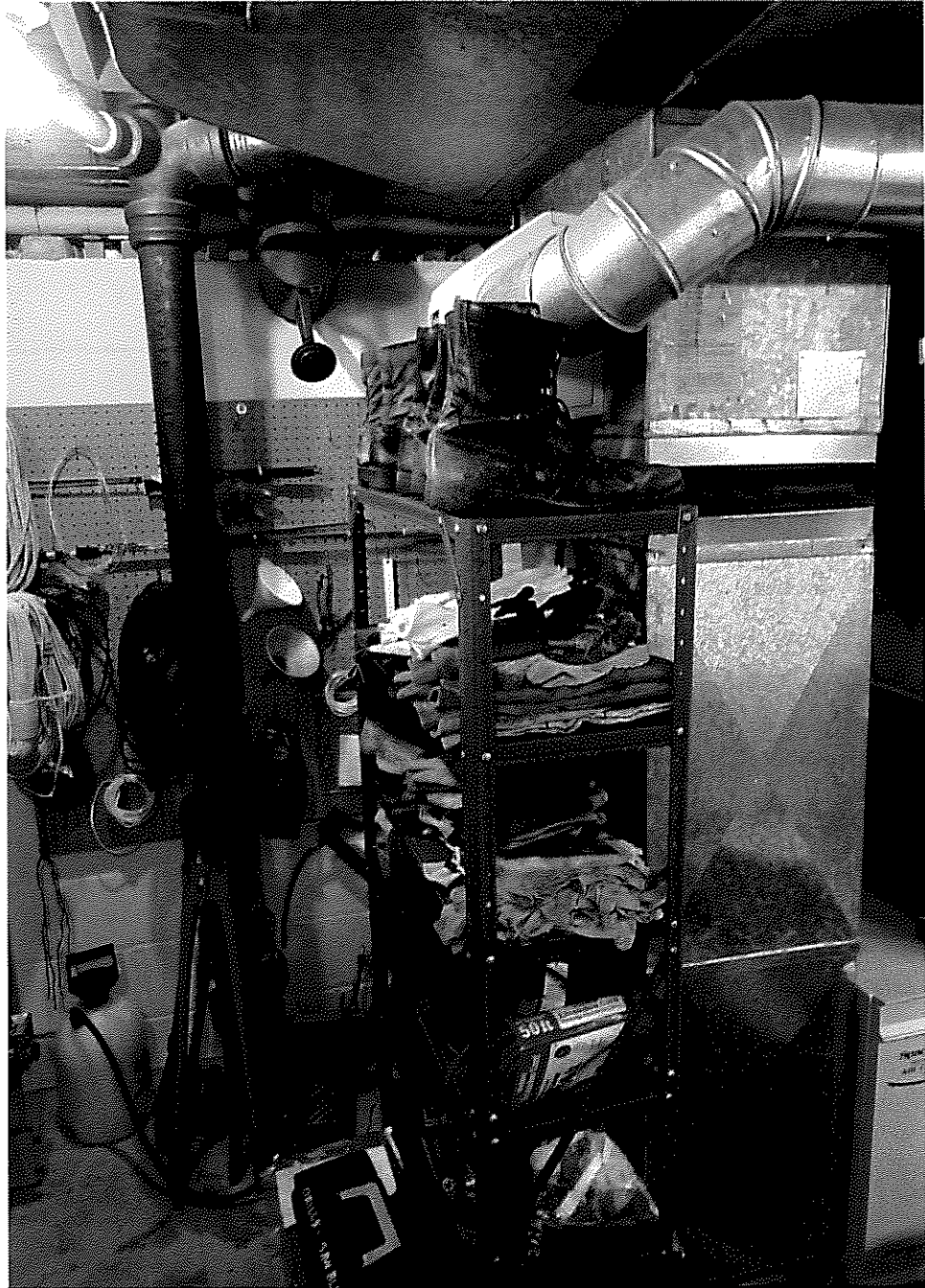
*Charles Uraynar*

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*Charles Wraynar*

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*Charles Urzaynar*

PAGE 14 OF 40



**Clark Kleinhans**

*Leadman  
Sewer & Recycling*

**DEPARTMENT OF PUBLIC WORKS**

2026 New Jersey Avenue  
Sheboygan, WI 53081-4714

Phone: (920) 459-0223

Fax: (920) 459-3443

Cell Phone: (920) 980-4301

clark.kleinhans@ci.sheboygan.wi.us  
website: www.cityofsheboygan.info

Clark Kleinhans only gave me his card after other neighbors came out of their houses and they started to question him.

*Charles Wrayman*

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

The City of Sheboygan was working in the sewer including the 2500 block of Georgia Avenue. After lunch I noticed a City vehicle parked at the first manhole to the west of my house (Clark Kleinhans). Another City vehicle was parked to the east at the manhole of 24<sup>th</sup> and Georgia (Clark Kleinhans' crew). The City was water blasting the Georgia Avenue sewer from east to west.

At approximately 1:30 PM I heard a horrifying roaring sound in my basement. The brown sewage was blasting up from the three floor drains hitting the first floor boards (8'-4" high) and like three spinning lawn sprinklers, pouring down on most of the objects in the basement.

*Charles Urzannek*

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

(a) Name of such officer or employee, if known: Clark Kleinhans, Leadman Sewer & Recycling

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

When I saw the sewage blasting up from the three floor drains, I ran outside to the City vehicle parked close to my house. Clark Kleinhans was engaged in a conversation with one of my neighbors. I told Clark Kleinhans to stop the operation because he was blasting sewage into my basement. Clark Kleinhans just looked away from my neighbor and said he could not stop what was going on.

Clark Kleinhans' omission as Leadman is he failed to monitor and control the active high pressure blasting of the sewer. Clark Kleinhans failed to take reasonable care with the active high pressure blasting of the sewer.

*Charles Wraynar*

PAGE 17 OF 40

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES"). I suffered substantial emotional distress and health concerns. No physical injuries.

Most of my basement was contaminated with pathogenic bacteria, viruses, and parasites. There were solid feces sticking to the overhead ductwork. This was not a simple sewer backup. This was a huge volume of sewage under high pressure from City workers forced up into the air and pouring down and soaking most objects in my basement.

It was tedious work to sanitize the underside of the first floor (boards and floor joists). It poured down into the joints of my furnace ductwork and return air grill. It also soaked the furnace filter. It was difficult to sanitize the insides of the ductwork.

Along with the sewage came rust from the insides of the sewer pipes. The rust in the liquid sewage quickly stained the basement concrete floor. The walls also had to be washed.

I used four gallons of bleach mixing it at one cup per gallon of water in trying to kill the illness-causing contamination. Breathing in the bleach fumes caused me headaches and nausea.

As far as hiring a company to do all of the sanitizing, I felt it prudent to get rid as much of the contamination as fast as I could instead of waiting for a contractor to show up. I feel it is the responsibility of the City to compensate me for my time.

It was very traumatic having to deal with this emergency situation of toxic contamination throughout my basement. Not only was the extensive clean-up extremely time consuming, then I had to take more hours of my life compiling the information and paperwork to file this claim of damages. It was emotionally debilitating having taken many hours on something that should not have happened in the first place.

*Charles Urayman*

PAGE 18 OF 40

Continuation of...

10. Give a description of the injury, property damage or loss, so far as is known at this time.

Please keep in mind that a tremendous amount of liquid sewage poured down onto and into objects. It got into closed coolers and closed drawers of tool chests. It got into overhead light fixtures and ductwork. Equipment had to be taken apart to get cleaned and then reassembled. The working surface of the scroll saw is now rusted. Cardboard boxes had to be thrown out and their contents put into other containers. Many small items were thrown away instead of trying to clean them.

Partial listing of objects that had to be sanitized: 900 sq. ft. of concrete floor, basement walls, overhead light fixtures, floor joists and boards of the first floor, outside/inside of furnace ductwork, outside/inside of furnace filter box, outside/inside furnace humidifier box, treadmill, bike rack for car, Nordic Track Power Stand, Health Rider fitness machine, Schwinn Airdyne exercise bike, Nordic Track rowing machine, ten dumbbells, bicycle helmets, stereo system, ladder, 17 drawer tool chest, large storage cabinet, shelving units, water heater, small folding table, large folding banquet table, four folding chairs, underside/top of wall mounted sink, washer, dryer, three drawer chest, TV, boom box, small tent in bag, portable rolling tool cabinet, garden hose, laundry basket, three tool boxes, large bed sheet cover Christmas tree, small tackle box, large tackle box, three plastic totes, fans, extension cords, bucket, lamp, radio, walker, folding gardening seat, large cooler, medium cooler, small cooler, pail, work bench, small power miter saw, power scroll saw, table saw, large power miter saw, portable woodworking clamping table, two air compressors, two manual miter saws, step stool, shop vac, bench vise, eight fishing rods, dozens of hand tools, very many items for the house out on open shelves.

*Charles Grayson*

PAGE 19 OF 40

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

**Property:** (including sale taxes) **\$1,455.68**

Property itemized list:

1 ea. Carpet, 100% nylon, 12 ft. x 12 ft.	\$621.35
1 ea. Carpet pad, ½ in. thick, 8 lb. density	\$165.63
1 ea. 4 ft. x 8 ft. unfinished oak 2 in. beaded veneer panel	\$36.90
2 ea. ½ in. x 4 ft. x 8 ft. cdx treated plywood	\$53.93
1 ea. 34 in. square folding table	\$33.75
1 ea. 4 ft. x 6 ft. entrance mat	\$36.91
1 ea. 4 ft. x 6 ft. accent rug	\$52.74
1 ea. 18 in. x 30 in. welcome mat	\$12.65
1 ea. Kenmore 50 pint dehumidifier	\$263.74
1 ea. Storage wall cabinet	\$88.62
1 ea. R11 15 in. fiberglass insulation	\$6.52
2 ea. Deluxe welder gloves	\$21.92
2 ea. Pine quarter round moulding	\$11.98
1 ea. 20 in. x 25 in. x 4 in. furnace filter	\$37.97
1 ea. Humidifier filter	\$11.07
2 pairs of my Army boots that I still wore	Priceless

*Charles Uraynar*

PAGE 20 OF 40

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

**Other: Cleaning Supplies + Labor + Claim Documentation \$1,786.52**

Cleaning Supplies itemized list:

4 gallons of bleach	\$12.41
2 pack cloth towel	\$1.03
30 count disposable gloves	\$4.58
1 spray bottle	\$3.14
1 sponge mop	\$11.84
1 gallon Mr. Clean	\$6.83
2 packs paper towel	\$1.24

Labor (\$18.52 per hour) itemized list:

Tuesday, March 21	6 hours	\$111.12
Wednesday, March 22	10 hours	\$185.20
Thursday, March 23	10 hours	\$185.20
Saturday, March 25	8 hours	\$148.16
Sunday, March 26	8 hours	\$148.16
Saturday, April 1	8 hours	\$148.16
Sunday, April 2	6 hours	\$111.12
Saturday, April 8	3 hours	\$55.56
Sunday, April 9	3 hours	\$55.56
Good Friday, April 14	6 hours	\$111.12
Saturday, April 15	4 hours	\$74.08
Saturday, April 22	6 hours	\$111.12
Sunday, April 23	4 hours	\$74.08

Claim Documentation itemized list:

Labor (\$18.52 per hour)	11 hours	\$203.72
Photographs		\$23.09

*Charles Grayman*

PAGE 21 OF 40

Furnace Filter and Cleaning Supplies



**MENARDS - SHEBOYGAN**  
 4825 Vanguard Drive  
 Sheboygan, WI 53083

KEEP YOUR RECEIPT  
 RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 06/25/17

If you have questions regarding the charges on your receipt, please email us at:  
 SHEBfrontend@menards.com



Sale Transaction

HONEYWELL 20X25X4 MERV 1 FURNACE FILTER	
6331543	35.99
MR CLEAN LQ CITRUS HP GA	
6470959	6.47
1 PK JUBILEE PAPER TOWEL	
6486075 2 @0.59	1.18
<b>TOTAL</b>	<b>43.64</b>
TAX SHEBOYGAN-WI 5.5%	2.40
<b>TOTAL SALE</b>	<b>46.04</b>
CASH	50.25
CHANGE	4.21-

TOTAL NUMBER OF ITEMS = 4

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, LISA

3636 07 3874 03/27/17 07:37AM 3247

*Charles Wraynar*

See back of receipt for your chance to win \$1000

ID #: 7L04YRFTBPY



( 920 ) 459 -- 9300  
 MANAGER SCOTT VANSTRATEN  
 3711 S TAYLOR DR  
 SHEBOYGAN WI 53081

ST# 01276 DP# 004817 TE# 01 TR# 00838  
 BLEACH 007874201185  
 4 AT 1 FOR 2.94 11.76 X  
 BLEACH 007874201185 2.94 X  
 \*\* VOIDED ENTRY \*\*  
 BLEACH 007874201185 2.94-X  
 MF TOWEL 2PK 075116621602 0.98 X  
 PLY30CT DIS 007830006405 4.34 X  
 SPRAY BOTTLE 068333351250 2.98 X  
 LM NTYGRY 007173602010 11.22 X  
 SUBTOTAL 31.28  
 TAX 1 5.500 % 1.72  
 TOTAL 33.00  
 CASH TEND 40.00  
 CHANGE DUE 7.00

# ITEMS SOLD 8

TC# 7401 4077 6665 9696 4402



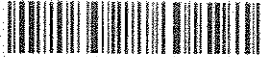
03/22/17 07:45:45



Photographs



KOHLER - 920-451-6802  
07/05/2017 09:41 AM EXPIRES 10/03/17



SPECIALTY  
237010050 KPM 5X7 T \$21.89  
11 @ \$1.99 ea

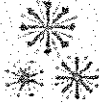
	SUBTOTAL	\$21.89
T = WI TAX 5.5000%	on \$21.89	\$1.20
	TOTAL	\$23.09
	CASH PAYMENT	\$23.10
	CHANGE DUE	\$0.01

REC#2-7186-1880-0076-3874-9 VCD#751-288-243

Information on recycling used  
electronics in WI:  
[http://dnr.wi.gov/topic/ecycle/  
wisconsin.html](http://dnr.wi.gov/topic/ecycle/wisconsin.html) or call  
888-936-7463



We hope  
your trip  
was a blast!



Help make your Target Run better.  
Take a 2 minute survey about today's trip:

[informtarget.com](http://informtarget.com)  
User ID: 7281 3812 0992  
Password: 361 251

CUENTENOS EN ESPAÑOL

Please take this survey within 7 days.

*Charles Grayson*

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Absent From Work

3/24/17 15:15:05 Display Employee Calendar Data PEGHUI PEDHUI

Employer . . . : 001  
Employee . . . : 12997 URAYNAR, CHARLES J  
Beginning Date : 4/01/2016 Ending Date . . . : 3/31/2017

Date	Code	Description	Hours	Comments
05/11/2016	N	NOT SCHEDULED	8.00	
05/25/2016	N	NOT SCHEDULED	8.00	
06/09/2016	N	NOT SCHEDULED	8.00	
06/10/2016	N	NOT SCHEDULED	8.00	
10/12/2016	N	NOT SCHEDULED	8.00	
03/22/2017	A	ABSENT	8.00	
03/23/2017	A	ABSENT	8.00	

Holidays/Non-workdays  
H 5/30/2016 MEMORIAL DAY  
H 7/04/2016 4TH OF JULY  
H 9/05/2016 LABOR DAY  
H 11/24/2016 THANKSGIVING DAY

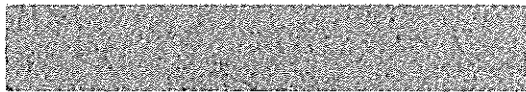
Holidays/Non-workdays  
H 11/25/2016 THANKSGIVING FRIDAY  
H 12/23/2016 CHRISTMAS EVE  
H 12/26/2016 CHRISTMAS DAY  
H 12/30/2016 NEW YEARS EVE +

*Charles Uraynar*



Home / Flooring / Carpet & Carpet Tile / Carpet / Texture

Model # 0174D-43-12 Internet # 202654681 Store SKU #243385



Save to List

### What to Expect

1. Set up an in-home measurement.
2. A professional will come to your home to evaluate your site, verify measurements and determine any special requirements.
3. Meet with an in-store specialist to choose your carpet and schedule your installation.

### Schedule a Measure

Or call 1-855-823-7542

### Platinum Plus

## Beguiling - Color Touch Of Lime 12 ft. Carpet

★★★★☆ (4)

Write a Review

Questions & Answers (24)

Covers 9.0 sq. ft.

**\$4.09** /sq. ft.

**\$36.81** /square yard

### Choose Your Options

Color/Finish



Touch Of Lime

## Product Overview

### INSTALLATION SERVICES

#### What to Consider Before You Buy

The Home Depot offers professional flooring installation by industry experts with the experience to get the job done right.

If you're interested in having us install your new flooring, schedule an appointment to have our rooms professionally measure before you buy the flooring materials. Otherwise, we cannot install it for you.

#### 3 Steps to Expert Installation

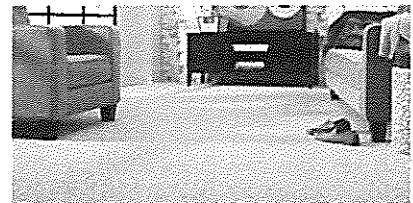


**1. Schedule an In-Home Measure**  
We'll come evaluate your site, verify measurements and determine any special installation requirements. The measure fee (starting from \$35) will be credited toward the cost of your installation.

*Charles Graymar*



**2. Meet with a Specialist In-Store**  
Our specialist will help you choose the best flooring for your needs and schedule your professional installation appointment.



**3. Transform Your Home**  
Know your project is getting done right. We only partner with flooring installation experts you can rely on.

PAGE 25 OF 40

SCHEDULE AN IN-HOME MEASURE

Beguiling is a 58 oz. textured cut pile filament made of 100% nylon. This product is a traditional texture product that provides an attractive canvas to decorate around. Made with nylon fiber, it has great resilience to wear and stain protection.

- 100% Nylon
- Lifetime stain warranty; 20-year abrasive wear warranty
- Protected by Scotchgard advance repel technology
- Manufactured from continuous fibers to minimize shedding
- Created to resist fading from typical bleaching agents like sunlight and chemicals
- Vacuum regularly and spot clean for best care
- Machine Made
- FHA approved
- Sold in 1 ft. length
- Polypropylene backing for durability
- 7/16 in. thick with 8 lb. density
- Note: Product may vary by store

**Info & Guides**

Buying Guide

Installation Guide

You will need Adobe® Acrobat® Reader to view PDF documents. Download a free copy from the Adobe Web site.

**Specifications**

**Dimensions**

Approximate Width (in.)	144	Pattern Match Width (in.)	0.0
Carpet Width (ft.)	12	Pile height (in.)	0.783
Carpet roll width (in.)	144	Product Width (in.)	144
Pattern Match Length (in.)	0.0	Standard Roll Length (ft.)	125

**Details**

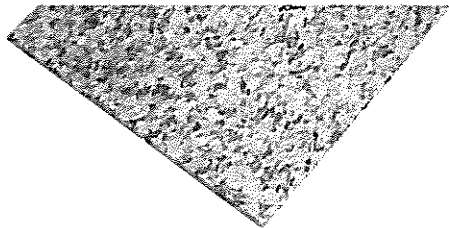
Carpet Features	Fade and Wear Resistant, Stain Resistant	In-Store Availability	Special Order
Carpet Fiber	Nylon	Indoor/Outdoor	Indoor
Carpet Style Type	Texture	Origin	USA
Color Family	Greens	PAR Rating	3.50
Color/Finish	Touch Of Lime	R-Value	2.0358
Commercial / Residential	Residential	Returnable	Non-Returnable
Density	2703	Roll/Tile	Roll
Face Weight (oz./ sq.yd.)	60	Warranty Type	Stain Warranty, Texture Retention Warranty, Wear Warranty
Flooring Product Type	Carpet	Yarn Gauge (in.)	0.125

*Charles Wrayman*

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Home / Flooring / Carpet & Carpet Tile / Carpet Pad

Model # 150553488-34 Internet #203393667



**Future Foam**

1/2 in. Thick 8 lb. Density Carpet Cushion

★★★★☆ (3) Write a Review Questions & Answers (9)

**\$157<sup>00</sup>** /each

Save to List

Quantity

**Not in Your Store - We'll Ship It There**

**We'll Ship It to You**

Add to Cart

Add to Cart

We'll send it to Kohler for free pickup

Standard shipping

Available for pickup  
**June 8 - June 13**

Get it by  
**June 7**

[Check Nearby Stores](#)

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to:  
AK, GU, HI, PR, VI

**Easy returns in store and online**  
[Learn about our return policy](#)

**Product Overview**

The 1/2 in. Thick, 8 lb. Density, Carpet Pad provides an excellent feet underfoot, protects your floors, and extends the life of your carpet all at an affordable price. Can be used for both residential or commercial indoor flooring applications. The added thickness of this product makes it an ideal choice for those looking for a more padded feel.

California residents: see [Proposition 65 information](#)

- Manufactured with 100% rebounded foam for excellent comfort and strength for all your indoor flooring needs; FHA/HUD Class 2 approved for heavy traffic areas
- Use over concrete, vinyl, tile, and wood subfloors for carpet applications
- Provides an added layer of protection between carpeting and subfloor
- Leed points include MR 4.1, EQ 4.3, and MR 2.1
- Manufactured with 90% recycled materials, 100% recyclable after use
- CRI Green Label Plus approved for low VOC's

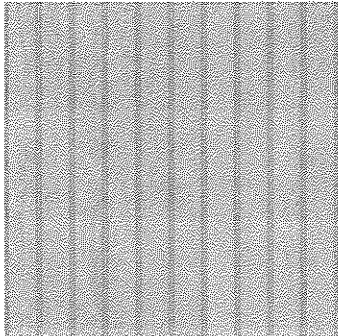
*Charles Urquhart*

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**Info & Guides**

Warranty

You will need Adobe® Acrobat® Reader to view PDF documents. [Download a free copy from the Adobe Web site.](#)



**American Pacific 4' x 8' Unfinished Oak 2" Beaded Veneer Panel**

**Product Specifications:**

**Dimensions:** 4' x 8' x 1/4"  
**Model Number:** 5014570  
**Menard SKU:** 5014570  
**Actual Height:** 96 inches  
**Actual Thickness:** 1/4 inches  
**Actual Width:** 48 inches  
**Application:** Residential & Commercial  
**Color Family:** Natural  
**Color/Finish:** Natural/Unfinished  
**Installation Method:** Construction  
 Adhesive, Nails  
**Manufacturer Warranty:** Limited 1 year  
**Material:** Veneer Plywood  
**Nominal Height:** 96 inches  
**Nominal Width:** 48 inches  
**Product Type:** Woodgrain  
**Recommended Environment:** Interior  
**Style:** Beadboard  
**Surface Texture:** Wood  
**Weight:** 21 pounds  
**Where to Use:** Basements; Bathrooms;  
 Bedrooms; Kitchens; Living Rooms

**\$34<sup>98</sup>** each

**Online Availability**

Ship to Home  
 Not eligible for Ship to Home  
  
 Deliver from Store  
 Not eligible for Deliver from Store  
  
**Ship to Store - Free!**  
 Estimated arrival date 07/08/2017

**Store Availability**

Visit a Store to Special Order

**Product Description**

American Pacific is the American leader in wood paneling, designer paneling, wainscoting, beadboard and solid wood planking. We take pride in creating paneling in a variety of styles, finishes and wood grains to suit any decor, from traditional to contemporary. Beadboard is the traditional choice, evoking a New England cottage design. It is especially effective on walls, islands and accents.

- Durable, beautiful construction will not swell or buckle with changes in humidity
- Will not expand or contract like compressed wood substrates
- Enhances the value of your home
- Easy to install with little to no preparation necessary
- Perfect for remodeling projects
- Genuine Oak veneer finish on real plywood core for longevity

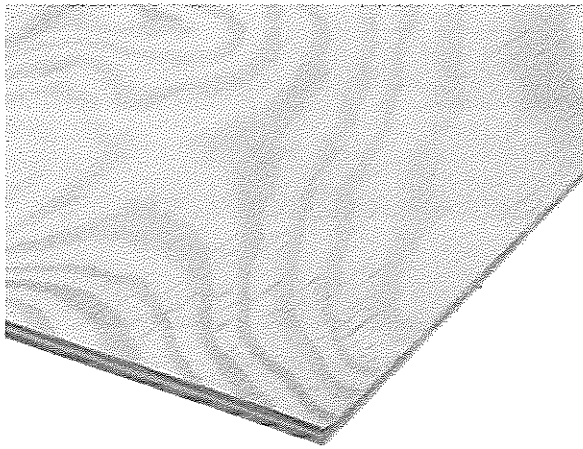
**Brand Name:** American Pacific

**Please Note:** Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as inventory is sold and received continuously throughout the day. Inventory last updated 6/4/2017 at 5:00am EST. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards® Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®.

**Menards®**  
 5106 Menard Drive  
 Eau Claire, WI, 54703, USA  
 customerservice@menardsoc.com

*Charles Uraynar*

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## 1/2 IN. X 4 FT. X 8 FT. CDX TREATED PLYWOOD

Product #: 0000000237693 | SKU: 007672181

\$25.56

Available in select stores only



### Specifications

- Southern Yellow Pine treated with micronized copper azole (MCA)
- CDX material grade
- For above-ground use
- Use for both commercial & home applications
- Resists insects & decay
- Can be primed & painted
- .5 in. x 48 in. x 96 in.
- Weight: Approximately: 44 pounds
- Shipping Dimensions: Approximately 96 x 48 x .47 inches. (LTL truck)

### More Info

- [Send to a Friend](#)
- [Return policy](#)
- [Warranty Info](#)
- [Are you Tax Exempt?](#)

*Charles Wraynor*

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top

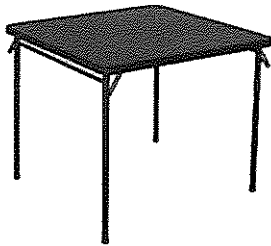


Deliver happiness in an instant with a Sears e-gift card [shop now](#)

Sears

Home / Home / Furniture / Small Space Furniture / Folding Furniture /

### Cosco Home and Office Products 34 in Square Folding Table



#### Key features

- Folding design
- Lightweight construction
- 34 inches long

Sold by: Kmart

**\$31.99**

Eligible for Shop Your Way Points

Gift Eligible

FREE Shipping on orders over \$49  
Enter location for availability

FREE Store Pickup  
Enter location for availability

[Gift it by email](#)   [add to list](#)   [add to registry](#)

[View Alaska/Hawaii Pricing](#)

Description Item # 021W004904966001P Model # 14-696 BLK2

#### Folding Table Offers Instant, Convenient Space

If your work table is feeling a little cramped, pull out this Cosco folding table to create extra room. This nifty table is bound to come in handy in your home, office and workshop. Whether you use it as an extension of your work bench or storage for your favorite items, its versatile design is suitable to use for anything you can think of. The surface is well coated and polished to hold items ranging from hand tools to stationery without a scratch.

The lightweight folding table is easy to set up, adjust and store. Its construction allows you to pull it out and unfold for easy and fast set up. When you're done for the day, just fold it flat and slip it into storage. This slim, 34-inch table doesn't take up much space and is the only table that can be stored conveniently under another table.

Extend your workspace instantly with the Cosco folding table

Folding construction set up quickly and can fold flat for very ease storage

It's 34 inches long and slim to give you extra space to work with without taking up too much room

Surface is coated to hold a variety of items without scratching or peeling

Versatile table design can be used as an extension for your work bench or working surface

Can be used as storage space for your items

Wipe to clean for convenient care

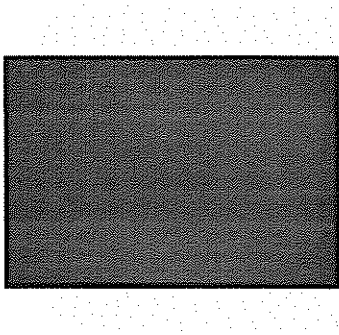
Would you like to provide feedback on the Product Information displayed?

[Provide Feedback](#)

#### Customers Who Viewed This Also Liked

*Charles Wraynor*

PAGE 30 OF 40



**Apache Mills® Prestige Entrance Mat 4' x 6'**

**Product Specifications:**  
**Variation:** Granite  
**Dimensions:** 4' x 6'  
**Model Number:** 038-1728AA  
**Menard SKU:** 7036589  
**Overall Dimensions:** 48" x 72"  
**Thickness:** 0.38 inch  
**Product Type:** Entrance Mat  
**Recommended Environment:** Indoor  
**Color:** Granite  
**Material:** Polypropylene, Vinyl  
**Special Features:** Slip Resistant

**\$34<sup>99</sup>** each

**Online Availability**  
**Ship to Home**  
 Available for immediate shipment .

Deliver from Store  
 Not eligible for Deliver from Store

**Pick Up at Store**

**Store Availability**  
 1 In-Stock \*\* at SHEBOYGAN

**Product Description**

The Apache Mills® Prestige Mat in Granite is a fashionable grand entrance mat with slip resistant vinyl backing.

- Multi-level olefin construction effectively removes and traps dirt and moisture.
- Two-tone heavyweight carpet is crush resistant and maintains a clean appearance even after extended use
- Medium to high-traffic indoor entrances
- Slip resistant vinyl backing keeps mat in place
- Water Absorbent
- Scraping Action
- Wear Resistant
- Mat size is approximate

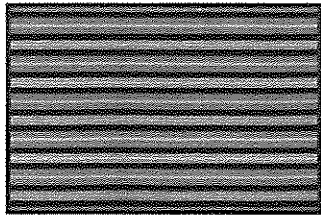
**Brand Name:** Apache Mills

**\*\* Please Note:** Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as inventory is sold and received continuously throughout the day. Inventory last updated 6/4/2017 at 5:00am EST. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards® Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®.

**Menards®**  
 5106 Menard Drive  
 Eau Claire, WI, 54703, USA  
 customerservice@menardsoc.com

*Charles Wraymar*

PAGE 31 OF 40



**Multy Home™ Discovery Accent Rug 4' x 6'**

Product Specifications:

**Variation:** Multi  
**Dimensions:** 4' x 6'  
**Model Number:** MT1002384  
**Menard SKU:** 7035397  
**Shipping Dimensions:** 48.0 H x 5.0 W x 5.0 D  
**Shipping Weight:** 12.3 lbs  
**Overall Dimensions:** 48" x 72"  
**Pile Height:** 0.25 inch  
**Shape:** Rectangle  
**Recommended Environment:** Indoor & Outdoor  
**Color:** Tan, Black  
**Style:** Contemporary  
**Material:** Polypropylene  
**Backing Material:** Vinyl  
**Construction:** Tufted  
**Special Features:** Spot clean with mild detergent and damp cloth  
**Manufacturer Warranty:** 1 year

**\$ 49<sup>99</sup> each**

**Online Availability**

**Ship to Home**  
 Available for shipment in 4 days.

Deliver from Store  
 Not eligible for Deliver from Store

**Pick Up at Store**

**Store Availability**

2 In-Stock \*\* at SHEBOYGAN

---

**Product Description**

---

Protect your indoor/outdoor floors and surfaces from dirt, wetness and wear while providing comfort underfoot

- Indoor or outdoor use in sheltered areas
- Easy to clean, just sweep or spot clean
- Rug size is approximate

**Brand Name:** Multy Home

---

**\*\* Please Note:** Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as inventory is sold and received continuously throughout the day. Inventory last updated 6/4/2017 at 5:00am EST. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards® Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®.

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*Charles Wraynar*

PAGE 32 OF 40





**Multy Home™ Baroque Welcome Mat 18" x 30"**

**Product Specifications:**

**Variation:** Black  
**Dimensions:** 18" x 30"  
**Model Number:** 5000810  
**Menard SKU:** 7039091  
**Shipping Dimensions:** 30.0 H x 18.0 W x 0.34 D  
**Shipping Weight:** 6.3 lbs  
**Overall Dimensions:** 18" x 30"  
**Thickness:** 0.38 inch  
**Product Type:** Entrance Mat  
**Recommended Environment:** Outdoor  
**Color:** Printed  
**Material:** Rubber  
**Special Features:** Easy to clean: sweep or use garden hose to remove dirt and debris

**\$11<sup>99</sup>** each

**Online Availability**

**Ship to Home**  
 Available for immediate shipment .

**Deliver from Store**  
 Not eligible for Deliver from Store

**Pick Up at Store**

**Store Availability**

6 In-Stock \*\* at SHEBOYGAN

**Product Description**

Multy's recycled rubber mats are enviro-friendly, ultra durable, weather resistant and made from recycled scrap tire. It is a stylish and practical addition at your front door: printed flocked polyester top with recessed channels is ideal to scrape dirt and water away from the surface. This mat is made of durable, heavy-duty, molded recycled rubber and is weather-resistant so it can be used outside all year long.

- Polyester flock provides scraping surface to remove dirt and debris from footwear
- Recycled rubber backing grips surfaces to minimize slippage
- Easy to clean, simply spray with hose
- Outdoor use
- Mat size is approximate

**Brand Name:** Multy Home

**\*\* Please Note:** Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as inventory is sold and received continuously throughout the day. Inventory last updated 6/4/2017 at 5:00am EST. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards® Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®.

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 Eau Claire, WI, 54703, USA  
 customerservice@menardsoc.com

*Charlea Uraynar*

PAGE 33 OF 40



Deliver happiness in an instant with a Sears e-gift card [shop now](#)

Sears

Home / Appliances / Air Purifiers & Dehumidifiers / Dehumidifiers /

Sold by: Sears

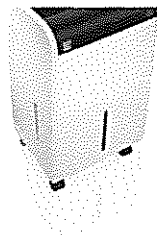
**\$249.99**

Earn \$22.50 in points to redeem later

Layaway and Gift Eligible

FREE Shipping on orders over \$49  
Enter location for availability

FREE Store Pickup  
Enter location for availability



[add to list](#) [add to registry](#)

Questions? Call (888) 349-4067  
Meet with an expert in our store  
[View Alaska/Hawaii Pricing](#)

Description Item # 04255550000P Model # KM50

Kenmore Dehumidifiers help you control humidity levels in all areas of your home. The new line of Kenmore dehumidifiers suits the needs of the growing number of homes with second-floor laundry rooms, finished basements, home offices and master baths and spas. All of these rooms require carefully balanced humidity levels for comfort and safety. The Kenmore 50 pint dehumidifier can help reduce humidity in damp and musty basements, speed up drying time for new drywall or freshly painted rooms, help to protect valuable paper documents (such as books and medical records), and more. Would you like to provide feedback on the Product Information displayed?

[Provide Feedback](#)

*Charles Uraynar*

PAGE 34 OF 40

## Specifications

### Product Specifications

#### Dimensions and Capacity:

Cord Length :	5.25 (ft.)
Cabinet Depth :	14.4 (in.)
Cabinet Height :	25.6 (in.)
Cabinet Width :	16.5 (in.)
Bucket Capacity :	19.2 (pints)

#### Product Overview:

Item Weight :	40.3 (lbs.)
---------------	-------------

#### General Features:

Remote Control:	No
Power Cord Included:	Yes
Color Family:	White
Wheels or Casters:	Yes
Master On/Off Switch:	Yes
Humidistat Controls:	Yes
Frost Sensor:	Yes
Drain Hose Connectable:	Yes
Digital Display:	Yes
Built in Timer:	Yes
Bucket Full Sensor:	Yes
Filter Type:	Washable filter
Built-in Pump:	No

#### Certifications:

ENERGY STAR Compliant:	Yes
------------------------	-----

#### Power and Performance:

Amps:	5.2
Compressor Type:	Rotary
Number of Fan Speeds:	2
Noise Level on High Speed :	53 (db)
Control Type:	Electronic
CFM on Low Speed:	160
CFM on High Speed:	175

Sold by: Sears

**\$249.99**

Earn \$22.50 in points  
to redeem later

Layaway and Gift Eligible

FREE Shipping on orders over \$49  
Enter location for availability

FREE Store Pickup  
Enter location for availability

Questions? Call (888) 349-4067

Meet with an expert in our store

View Alaska/Hawaii Pricing

## Customers Who Viewed This Also Liked



**\$199.99**

Kenmore KM30  
Kenmore 35 Pint  
Dehumidifier

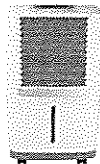
★★★★☆ (17)



**\$299.99**

Kenmore KM70  
Kenmore 70 Pint  
Dehumidifier

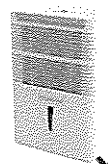
★★★★☆ (45)



**\$229.99**

Frigidaire 50-pint  
Dehumidifier

★★★★☆ (1502)



**\$179.99**

Keystone 50 Pi  
Dehumidifier

★★★★☆

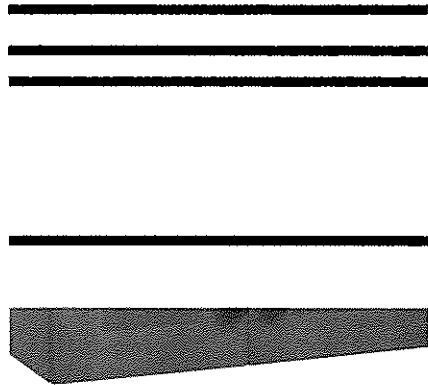
Top Picks For You

*Charles Uraymar*

PAGE 35 OF 40

Home / Bath / Bathroom Cabinets & Storage / Bathroom Wall Cabinets

Model # TTMELY-CHT Internet #202996564 Store SKU #877748



Save to List

**Glacier Bay**

Melborn 19-1/4 in. W x 21-7/10 in. H x 7 in. D Bathroom Storage Wall Cabinet in Chestnut

★★★★☆ (29) Write a Review Questions & Answers (11)

- Coordinates with Melborn vanities and mirror in Chestnut
- Includes 1 adjustable shelf and oil-rubbed bronze hardware
- Mounting hardware sold separately

**\$84<sup>00</sup>** /each

Choose Your Options

Chestnut



Quantity

**Not in Your Store - We'll Ship It There**

Add to Cart

We'll send it to Kohler for free pickup

Available for pickup  
June 8 - June 13

Check Nearby Stores

Or buy now with

We're unable to ship this item to:  
AK, GU, HI, VI

**We'll Ship It to You**

Add to Cart

Free Shipping

Get it by  
June 7

See Shipping Options

Easy returns in store and online  
Learn about our return policy

**Product Overview**

The Glacier Bay Melborn 19 in. W Bath Storage Cabinet in Chestnut has an arched-door styling and oil-rubbed bronze hardware for an attractive look that will add style and functionality to your bathroom. Primarily constructed of maple wood with a warm chestnut finish, this built-to-last cabinet has ample storage space with one adjustable shelf concealed behind two large doors. Fully assembled for easy installation, pair with other pieces from the Melborn collection to give your bathroom a refreshing upgrade that is simple to achieve and enjoy.

- 19.25 in. W x 21.7 in. H x 7 in. D, offering compact storage for your bathroom accessories
- 2 arched doors with oil-rubbed bronze knobs add a stylish touch
- Adjustable hinges are concealed internally to create a seamless appearance and provide precise door alignment
- Decorative top moulding exudes a designer touch
- Wall-mounted design for secure installation (fastening hardware sold separately)
- Fully assembled for fast and easy installation
- Coordinates with other pieces in the Melborn collection for a complete, matching style
- Backed by a lifetime limited body warranty and 5-year limited parts warranty

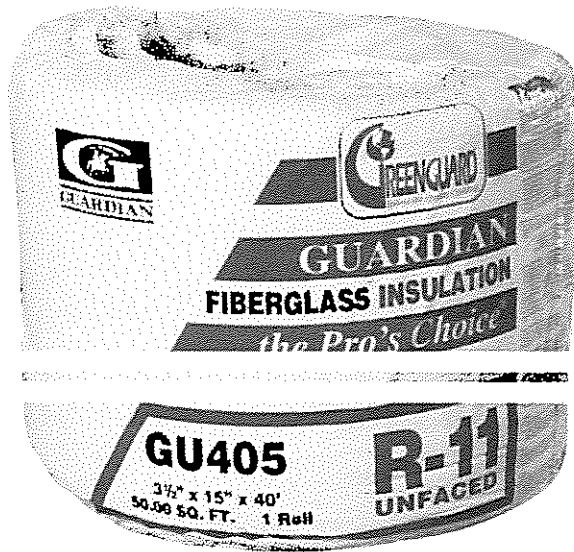
*Charles Grayson*

**Info & Guides**

Installation Guide

You will need Adobe® Acrobat® Reader to view PDF documents. Download a free copy from the Adobe Web site.

PAGE 36 OF 40



# GUARDIAN R11 15 IN. FIBERGLASS INSULATION 50 SQ.FT.

Guardian

Product #: 0000000230622 | SKU: 008221749

\$7.73 \$6.18

Quantity

- 1 +

Ship To Home

Pick Up In Store

ADD TO CART



### Specifications

- R-Value R-11 unfaced
- Thickness 3-1/2 in.
- Width 15 in.
- Coverage area 50.00 sq. ft.
- Fiberglass insulation
- Weight: Approximately: 10 pounds
- Shipping Dimensions: Approximately 18 x 18 x 15 inches.

### More Info

- [Send to a Friend](#)
- [Return policy](#)
- [Warranty Info](#)
- [Are you Tax Exempt?](#)

*Charles Wraynor*

PAGE 37 OF 40





# HOBART DELUXE WELDER GLOVES

Hobart

Product #: 0000000012480 | SKU: 004689840

~~\$12.99~~ **\$10.39**

### Quantity

Quantity input field showing '1' with minus and plus buttons.

Ship To Home

Pick Up In Store

**ADD TO CART**

## Specifications

- Premium blue welder gloves made of select split leather with flame-retardant liner
- Added thumb strap for extended wear in the palm
- Weight: Approximately: 2 pounds
- Shipping Dimensions: Approximately 15 x 7 x 3 inches.

## More Info

- [Send to a Friend](#)
- [Return policy](#)
- [Warranty Info](#)
- [Are you Tax Exempt?](#)

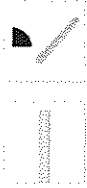
*Charles Wraynar*

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[^ top](#)

Home / Building Materials / Moulding & Millwork / Moulding / Baseboard

Model # 10001830 Internet #203369741



**Woodgrain Millwork**

WM 106 11/16 in. x 11/16 in. x 96 in. Solid Pine Quarter Round Moulding

★★★★★ (20) Write a Review Questions & Answers (3)

- Easy to install with basic tools, accepts either paint or stain
- Rated highly for quality and value (see reviews)
- Versatile, can be used in multiple locations

**\$5<sup>68</sup>** /each

Save to List

Quantity

**Not in Your Store - We'll Ship It There**

**We'll Ship It to You**

Add to Cart

Add to Cart

We'll send it to Kohler for free pickup

Free Shipping on \$45 order

Available for pickup  
**June 12 - June 15**

Get it by  
**June 7**

[Check Nearby Stores](#)

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to:  
AK, GU, HI, PR, VI

**Easy returns in store and online**  
[Learn about our return policy](#)

## Product Overview

The Woodgrain Millwork 11/16 in. x 11/16 in. x 96 in. WM106 Pine Quarter Round makes a great transition between base moulding and flooring. Pine WM106 Quarter Round can also be used to cover gaps where flooring surfaces meet base moulding. Quarter round is also used to cover small alignment challenges where hard surface flooring meets the wall.

California residents: see [Proposition 65 information](#) »

- Smooth, consistent surface is free from knots and is ready to finish
- Can be stained or painted with any high quality latex or oil based paint/stain
- Classic small profile moulding useful in covering small gaps
- Can also be used to accent shelving, cabinets or any other interior elements
- Installs with common woodworking tools
- For interior use only

*Charles Urquhart*

## Info & Guides

[Installation Guide](#)

You will need Adobe® Acrobat® Reader to view PDF documents.  
[Download a free copy from the Adobe Web site.](#)

PAGE 39 OF 40



"World's Largest Hardware Store"®

FREE SHIPPING ON ALL SHIP-TO-STORE ORDERS!

Find a Store Customer Service Account Cart



Search All



Shop by Department

Heating, Ventilation & Air Conditioning > Humidifiers, Filters & Accessories > Humidifier Filters & Parts > Humidifier Filter

# BestAir Humidifier Filter - A10



### Other Options:

-  **Model #:** A10W  
**Description:** FURNACE HUMIDIFIER FILTER  
**Package Quantity:** 1  
**Type:** Pad
-  **Model #:** A12  
**Description:** HUMIDIFIER FILTER  
**Package Quantity:** 1  
**Type:** Pad
-  **Model #:** A12W  
**Description:** FURNACE HUMIDIFIER FILTER  
**Package Quantity:** 1  
**Type:** Pad
-  **Model #:** A35  
**Description:** FURNACE HUMIDIFIER FILTER

## \$10.49

0 Reviews Write Review

Item #: 472786  
Model #: A10  
Description:  
HUMIDIFIER FILTER  
Package Quantity: 1  
Type: Pad

#### Free Ship to Store

BELGIUM HARDWARE  
756 MAIN ST BELGIUM, WI  
53004 US

Choose a different store  
[Learn More](#)

#### Ship to Address

Sent via UPS or USPS  
[Learn More](#)

Qty 1 [Add to Cart](#)

[Add to Wish List](#)

\*In-store price may vary from online price.

## Description

Improve humidification with a new replacement pad. Materials and workmanship equal manufacturer specifications.

## Specifications

Brand	BestAir
Manufacturer Part Number	A10
Manufacturer Description	HUMIDIFIER FILTER
Country of Origin Code	United States of America
Type	Pad
Package Quantity	1

UPC 00078757003407

*Charles Uraynar*

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VII

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 225-17-18 by City Clerk submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends granting the following license applications.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1685	Robyn Bonelli	1812 Superior Ave.
2586	In Balance Therapeutics, LLC	832 N. 6 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0891	Bower, Steven J.	2921 Whispering Winds Dr.
1929	Budnik, Kathleen	2432 Cross Creek Dr.
1934	Dubois, Julia A.	1447 S. 11 <sup>th</sup> St.
2968	Feudner, Kenneth R.	3303 Hickory Cir.
1931	Franzen Jr., Russell F.	813 St. Clair Apt. 1
1937	Haag, Lisaann	1840 N. 23 <sup>rd</sup> St.
2533	Hietala, Vanessa G.	725 Pine St., Shep. Falls
1936	Knaub, Christine A.	400 Riverview Ln.
1939	Kolb, Kenneth A.	2511 S. 7 <sup>th</sup> St.
0619	Manier, Cole W.	1438 S. 9 <sup>th</sup> St.
1940	Miller, Destiny	603 Petra Lane
1943	Nytes, Katy	2413 Calumet Dr.
8054	Perce Jr., Charles M.	810 Mayflower Ave.
1938	Schoerner, Andrea	2532 Elizabeth St.
1941	Seefeldt, Lisa M.	2313 Karoos Ct.
6693	Sprecher, Kara D.	1031 Lincoln Ave.
9916	Wagner, Brenda L.	2207 N. 8 <sup>th</sup> St.
9312	Zelko, Jeffrey D.	2016 N. 21 <sup>st</sup> St.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1935	Cuadras, Jose J.	920 S. 14 <sup>th</sup> St.
1942	Redman, Daniel	519 Cardinal Lane, Howards Grove

*Consent*

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1133	Butler, Eva M.	1921 Garfield Ave.
1116	Feigum, Winston L.	639 Monroe St. #307, Sheb. Falls

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

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

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

VI

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC SAFETY COMMITTEE. November 20, 2017.

Your Committee to whom was referred R. O. No. 215-17-18 by Chief of Police Christopher Domagalski, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurement for my department for the period commencing July 1, 2017 and ending September 30, 2017; recommends filing the document.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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



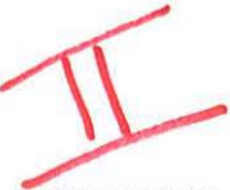
R. O. No. 215 - 17 - 18. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.  
November 6, 2017.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2017 and ending September 30, 2017.

	2015 Actual	Y-T-D 09/30/16	2016 Actual	Y-T-D 09/30/17	2017 Goals
<b><u>Patrol and Investgations</u></b>					
Homicide	0	1	1	0	0
Rape	22	15	21	16	10
Robbery	14	7	10	6	15
Aggravated Assault	124	75	101	66	90
Violent Crime Total	160	98	133	88	125
Burglary	128	86	119	62	115
Theft	991	691	908	518	900
Motor Vehicle Theft	31	28	36	22	30
Arson	4	3	5	9	5
Property Crime Total	1154	808	1068	611	1050
Percent of Offenses Cleared	53 %	75%	55 %	41%	70 %
Value of Property Stolen	\$510,385	497,952	93,250	452,548	\$500,000
Value of Property Recovered	\$143,730	126,275	\$204,714	154,403	\$200,000
Percent of Stolen Recovered	28 %	37%	41 %	34%	40 %
Accident Investigations	1,698	1,374	1,900	1,319	1,500
Traffic Stops	N/A	3,298	N/A	5,225	No goal
Traffic Arrests	2,137	2,682	2,426	3,873	No Goal
Other Arrests	3,861	2,873	3,692		No Goal
Speed Trailer Deployments	N/A	3	20	6	20
HVEE Deployments	N/A	15	N/A	2	12
Parking Tickets Issued	8,745	6,779	9,842	8,350	10,000
Bicycles Recovered	212	132	200	109	150
Involuntary Commitments	108	98	148	132	No Goal
<b><u>Administration</u></b>					
District Attorney Request for Digital Evidence	2,612	N/A	N/A	681	2,750
Open Records Requests	4,335	3,382	4,310	2,865	4,000
Nixle Messages Sent	219	202	N/A	198	250
Press Releases	N/A		N/A	21	50
Tweets	311		N/A	213	350
Facebook likes	3000	5,725	6,000	7,789	9,000
Reported Crime Maps	104	78	104	78	104
Crime Comparison Reports	52	35	52	35	52
Burglary Reports	86	45	86	47	86

CHIEF OF POLICE

*Public Safety file*



UPDATED

R. O. No. 226- 17 - 18. By CITY CLERK. November 20, 2017.

Submitting various license applications.

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

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2073	UW-Sheboygan Foundation	1 University Dr. - One day event December 8, 2017 to include the Fine Arts Building.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1969	Olivier, Allyson M.	802 Hales Trl., Port Washington
1967	Walters, Kathleen E.	917 W. Lincoln Ave., Port Washington

Commercial Operators License (12/31/2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1945	A & M Trees LLC	7230 Sauk Trail Rd.
1084	Courtyard Landscape Services	W2869 Wilson Lima Rd., Oostburg
3058	Jansen & Sixel Landscaping LLC	2801 S. 17 <sup>th</sup> St.
1816	JB Lawn Care	4425 Lakeshore Rd.
1173	Jerrys Lawn & Grounds Service	2913 S. 17 <sup>th</sup> St.
2608	Land Steward Enhancements LLC	N5971 Willow Rd., Plymouth
2617	Lawn Ranger	2622 Grey Fox Ct.
1985	Otter Creek Landscape Co.	N6625 Hwy. 57, Plymouth

Secondhand Dealer License (12/31/2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.
2852	Heritage Showcase LLC	1614 Indiana Ave.

*Consent  
Wolf/Daughon  
Act File*

VIII

R. C. No.        - 17 - 18. By PUBLIC WORKS COMMITTEE. November 20, 2017.

Your Committee to whom was referred Res. No. 92-17-18 by Alderperson Wolf authorizing the appropriate City officials to execute a Drainage/Storm Sewer Easement between Pavilion FS - Sheboygan, LLC and the City of Sheboygan regarding the property located at 2606 Washington Avenue, Sheboygan, Wisconsin; recommends passing Resolution.

*Consent*

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

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

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

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

III

Other Matters

10.1

Res. No. 92 - 17 - 18. By Alderperson Wolf. November 6, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a Drainage/Storm Sewer Easement between Pavilion FS - Sheboygan, LLC and the City of Sheboygan regarding the property located at 2606 Washington Avenue, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Drainage/Storm Sewer Easement in form substantially similar to the attached.

James A. Bohre

*Pub. works.  
approve.*

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

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

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

Document Number	Document Title
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**DRAINAGE / STORM SEWER EASEMENT**

**THIS INDENTURE**, made this \_\_\_ day of November, 2017, by Pavilion FS—Sheboygan, LLC, "GRANTOR", and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Name and Return Address City of Sheboygan City Attorney's Office 828 Center Ave, Suite 304 Sheboygan, WI 53081-1442
---

59281431739  
Parcel Identification Number (PIN)

**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 agree as follows:

1. GRANTOR does hereby give and grant to said GRANTEE, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair a storm sewer in, under, and along the following described property, to-wit:

Being part of Lot 2 of Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 21, 2014, as Volume 26, Pages 165-167, as Document No. 1989204, being a redivision of Lot 1 of the Washington Square Subdivision Plat, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of said Lot 2, thence South 85°-58'-14" West along the South line of said Lot 2, a distance of 17.78 feet to the point of beginning;  
thence continuing South 85°-58'-14" West along said South line, a distance of 20.00 feet;  
thence North 04°-01'-46" West, a distance of 10.00 feet;  
thence North 85°-58'-14" East, a distance of 20.00 feet;  
thence South 04°-01'-46" East, a distance of 10.00 feet to the point of beginning.

Containing 0.004591 Acres (200.0 Square Feet) of land. See attached easement exhibit.

**Physical Site Address:**

2606 Washington Avenue  
Sheboygan, WI 53081

2. Said storm sewer facilities shall be maintained and kept in good order and condition by GRANTEE.
3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of GRANTEE, be replaced in substantially the same condition as it was prior to such disturbances. GRANTEE shall save harmless GRANTOR from any loss, damage, injury or liability resulting from negligence on the part of GRANTEE in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law GRANTEE is entitled to raise.



4. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.
5. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.
6. Both parties mutually agree that this casement and covenants herein shall run with the land.

IN WITNESS THEREOF, the **GRANTOR**, has caused this instrument to be signed and sealed this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

IN PRESENCE OF:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

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

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2017, the above named  
 \_\_\_\_\_ and \_\_\_\_\_  
 to me known to be the persons who executed the foregoing instrument and to me known to be the  
 \_\_\_\_\_ of the owner of said land and acknowledged that they executed the foregoing instrument  
 as such by its authority.

\_\_\_\_\_  
 Notary Public

My Commission expires \_\_\_\_\_

Accepted By: **CITY OF SHEBOYGAN**

\_\_\_\_\_  
Michael Vandersteen  
City of Sheboygan - Mayor

\_\_\_\_\_  
Susan Richards  
City of Sheboygan - City Clerk

STATE OF WISCONSIN     )  
                                  ) SS  
COUNTY OF SHEBOYGAN    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2017, the above named Michael Vandersteen and Susan Richards to me known to be the persons who executed the foregoing instrument and acknowledged the same.

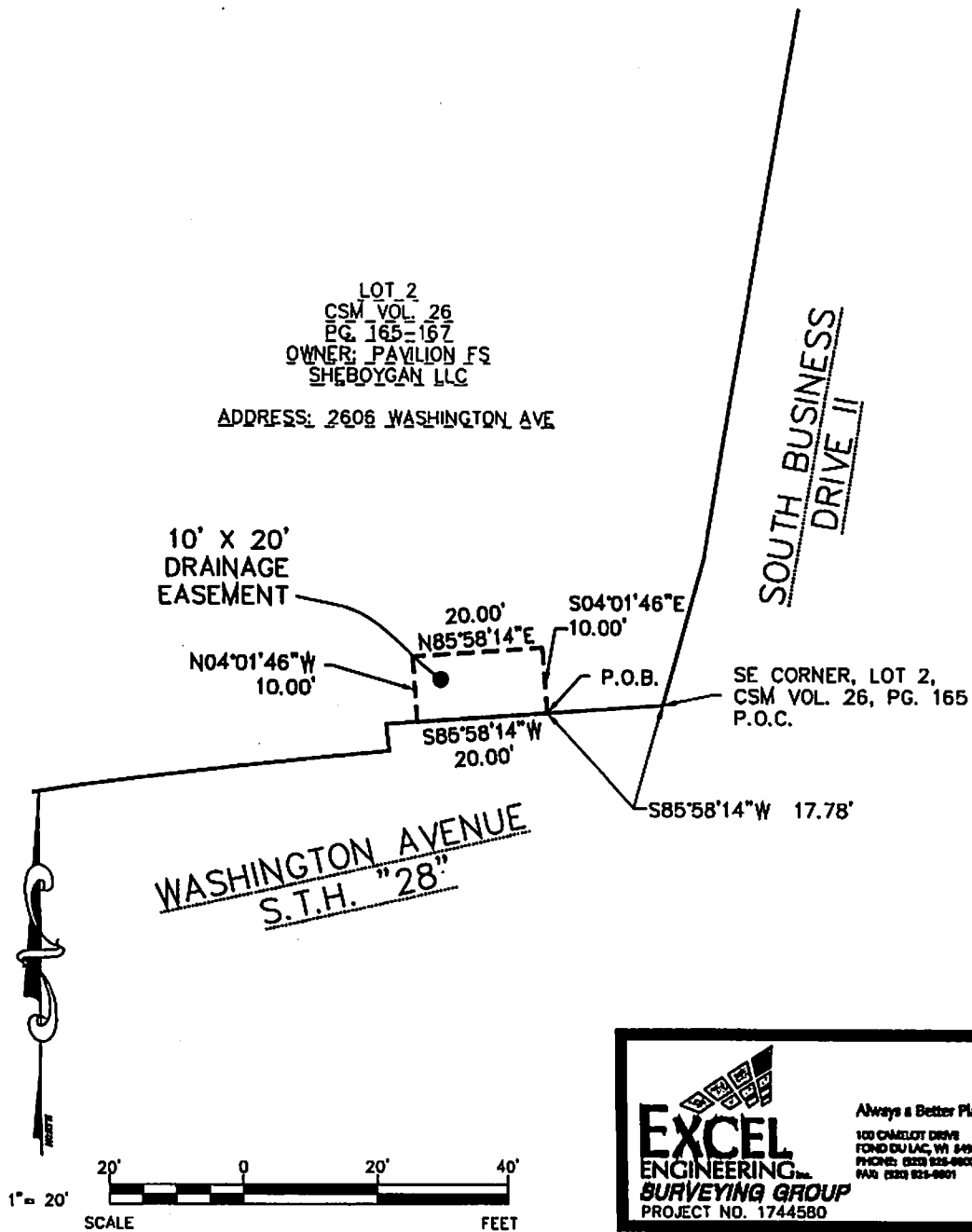
\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Resolution Number \_\_\_\_\_

This Instrument Drafted By:  
Charles C. Adams  
Wisconsin State Bar No. 01021454

# DRAINAGE EASEMENT EXHIBIT



VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC SAFETY COMMITTEE. November 20, 2017.

Your Committee to whom was referred Res. No. 89-17-18 by Alderperson Draughon authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends passing the Resolution.

*consent.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

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

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

III

6.4

Res. No. 89 - 17 - 18. By Alderperson Draughton. November 6, 2017.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2018, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice.

*Public Safety approve*

*[Signature]*  
Randy Draughton

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

**JOINT POWERS AGREEMENT  
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN  
911 EMERGENCY SYSTEMS**

**WHEREAS**, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

**WHEREAS**, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

**THEREFORE**, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2018, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2018.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

SHEBOYGAN COUNTY

BY: \_\_\_\_\_

Sheriff

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

CITY OF SHEBOYGAN

BY: \_\_\_\_\_

Michael J. Vandersteen  
Mayor

ATTEST: \_\_\_\_\_

Susan Richards  
City Clerk

This Agreement is authorized by and in accordance with Res.  
No.       - 17 - 18.

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC SAFETY COMMITTEE. November 20, 2017.

Your Committee to whom was referred Res. No. 90-17-18 by Alderperson Draughton authorizing acceptance of 2017 Wisconsin Bureau of Transportation Safety, Impaired Driving Enforcement Grant; recommends passing the Resolution.

*consent*

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

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

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

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



III

6.5

Res. No. 90 - 17 - 18. By Alderperson Draughon. November 6, 2017.

A RESOLUTION authorizing acceptance of 2017 Wisconsin Bureau of Transportation Safety, Impaired Driving Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a grant in the total amount of \$60,200 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in Impaired Driving Enforcement.

WHEREAS, in order to obtain the grant in the amount of \$60,200 it was necessary for the Police Chief to submit an application through the Wisconsin Department of Transportation, Bureau of Transportation Safety; and

WHEREAS, the funding received would be \$60,200 from Federal sources with a local match of 25% required;

WHEREAS, the 25% match would be met within the 2018 Police Department Budget.

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

 Roman Draughon

Public Safety Approve

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

IX

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS COMMITTEE. November 20, 2017.

Your Committee to whom was referred Gen. Ord. No. 23-17-18 by Alderperson Wolf placing a stop sign at the southeast corner of South Water Street and Virginia Avenue; recommends passing Ordinance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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

8.2

Gen. Ord. No. 23 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE placing a stop sign at the southeast corner of South Water Street and Virginia Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," a stop sign shall be added requiring northbound traffic on South Water Street to stop at the intersection of South Water Street and Virginia Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

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

*Public Works  
approve*

*John By*  
\_\_\_\_\_

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

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

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

IX

R. C. No.            - 17 - 18. By PUBLIC WORKS COMMITTEE. November 20, 2017.

Your Committee to whom was referred Gen. Ord. No. 24-17-18 by Alderperson Wolf creating a no parking, stopping, or standing zone on the south side of New Jersey Avenue between South 8<sup>th</sup> Street and South Water Street; recommends passing the Ordinance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

8.1

Gen. Ord. No. 24 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE creating a no parking, stopping, or standing zone on the south side of New Jersey Avenue between South 8th Street and South Water Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the south side of New Jersey Avenue between South 8th Street and South Water Street is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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  
approve*

John B. [Signature]

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

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

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

IX

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS COMMITTEE. November 20, 2017.

Your Committee to whom was referred Gen. Ord. No. 26-17-18 by Alderperson Wolf amending Sections 122-403, 122-404 and 122-405 and 122-552 of the Municipal Code relating to sewers and sewerage disposal; recommends passing the Ordinance.

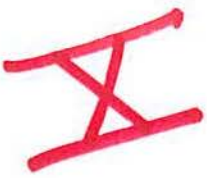
*consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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



Gen. Ord. No. 26 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 and 122-552 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to definitions and service charges.

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

Section 1. Section 122-403 of the Municipal Code entitled "Categories of Users; Amounts; Reassignment - City of Sheboygan" is hereby repealed and recreated so as to read as follows:

"Sec. 122-403. *Categories of Users; Amounts; Reassignment - City of Sheboygan.*

(a) *Category A.* Category A users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "Category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 133 mg/l, suspended solids no greater than 255 mg/l, and total phosphorus no greater than 4.4 mg/l.

(2) *Amount:* The sewer service charge for Category A wastewater is as follows:

- a. Fixed charge, \$34.87 per quarter.
- b. Volume charge, \$2.14 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "Category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 133 mg/l, suspended solids greater than 255 mg/l, and phosphorous greater than 4.4 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in Category B. The minimum Category B charge will be based on a concentration of not less than 133 mg/l for BOD, 255 mg/l for suspended solids, and 4.4 mg/l for phosphorous.

(2) *Amount:* The sewer service charge for Category B wastewater is as follows:

*Pub. Wks.*

- a. Fixed Charge - \$34.87 per quarter.
- b. If billing is on a monthly basis, \$11.62 per month.
- c. Volume Charge, \$2.14 per 100 cubic feet.
- d. Surcharge, total (per pound):
  - 1. BOD greater than 133 mg/L, \$0.2691.
  - 2. Suspended Solids greater than 255/mg/L, \$0.1607.
  - 3. Phosphorus greater than 4.4 mg/L, \$4.8855.

(3) *Computation.* The Category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$



Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/l in the wastewater
B <sup>R</sup>	=	Concentration of BOD in mg/l as defined for Category A users
S	=	Concentration of suspended solids in mg/l in the wastewater
S <sup>R</sup>	=	Concentration of suspended solids in mg/l as defined for Category A users
P	=	Concentration of phosphorus in mg/l in the wastewater
P <sup>R</sup>	=	Concentration of phosphorus in mg/l as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C <sup>V</sup>	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C <sup>B</sup>	=	Cost per pound of BOD
C <sup>S</sup>	=	Cost per pound of suspended solids
C <sup>P</sup>	=	Cost per pound of phosphorus
.00624	=	Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement.* Sampling frequency for Category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 2. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby repealed and recreated to read as follows:

"Sec. 122-404. *Categories of users; amounts; reassignment for other municipalities.*

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	\$0.2667	\$0.2667	\$0.2667	\$0.2667	\$0.2667
Debt retirement	<u>0.1590</u>	<u>0.1590</u>	<u>0.1590</u>	<u>0.1590</u>	<u>0.1590</u>
Total volume charge, per 1,000 gallons:	0.4256	0.4256	0.4256	0.4256	0.4256
Surcharges:					
BOD	0.2691	0.2691	0.2691	0.2691	0.2691
Suspended Solids	0.1607	0.1607	0.1607	0.1607	0.1607
Phosphorus	4.8855	4.8855	4.8855	4.8855	4.8855

..."

Section 3. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby repealed and recreated to read as follows:

"Sec. 122-405. *Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.*

*Category C.* Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge, \$48.00 per 1,000 gallons.
- (b) Holding tank sewage, \$10.00 per 1,000 gallons.
- (c) "Other" hauled wastewater:

(1) Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under

the direction of the superintendent of the wastewater treatment plant.

(2) *Amount:* The sewer service charge for "other" hauled wastewater is as follows:

- a. Volume Charge, \$0.4256 per 1000 gallons.
- b. Surcharge, total (per pound):
  1. \$0.2691 per pound of BOD;
  2. \$0.1607 per pound of suspended solids;
  3. \$4.8855 per pound of phosphorus.

(3) *Computation.* The "other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and paragraphs a and b of this subsection or in accordance with section c of this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 of Section 122-403(b)(3) for definitions.

a. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 4. Section 122-552 of the Sheboygan Municipal Code entitled "Charges and fees" is hereby repealed and recreated to read as follows:

"Sec. 122-552. *Charges and fees*

(a) The POTW shall charge all SIUs an annual permit fee of \$3,500.00 per calendar year. The user shall receive a credit of \$1,500.00 if no pretreatment violations occurred during the previous

calendar year or the user shall receive a credit of \$1,000.00 if such user was not in significant noncompliance at any time during the previous calendar year.

(b) In addition to the permit fee, the user shall be charged for all sample collection and analyses of the user's wastewater, including administrative fees. The sample collection and analysis charge shall be determined by the commercial laboratory retained by the POTW.

(c) Additional costs shall be charged to industrial users on a case-by-case basis as the POTW may deem necessary to carry out the requirements contained in this article and article VI of this chapter."

Section 5. 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.

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**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

III

R. O. No. \_\_\_\_\_ - 17 - 18. By BOARD OF WATER COMMISSIONERS.  
November 20, 2017.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners has received a request from the Town of Sheboygan for water service to Rudy Mahler Park, within Town lands, on Eisner Avenue. The Sheboygan Water Utility does have water main in Eisner Avenue that could be used to serve the park land, but any request for water service to unincorporated areas, outside of the City, must be granted by the Sheboygan Common Council. Therefore, the Board refers the communication to the Common Council for determination in accord with Section 122-97 of local statutes.

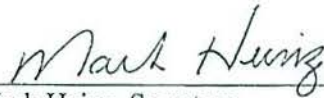
City Plan

BOARD OF WATER COMMISSIONERS

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark Heinz, Secretary



Raymond W. Haen, Member

Attachment



**Town of Sheboygan**  
**Sanitary Districts 2 Sewer & 3 Water**

**Town Hall Office**  
1512 N 40<sup>th</sup> St Sheboygan, WI 53081  
Phone 920-451-2320 Fax 920-451-2323  
Hrs: Mon, Wed, Thur 7am-4pm  
Tue 7am-5pm; Fri Closed

---

October 23, 2017

Sheboygan Water Utility  
Board of Commissioners  
72 Park Avenue  
Sheboygan, WI 53081

Dear Mr. VanDeKreeke, Mr. Heinz & Mr. Haen,

This past year the Town of Sheboygan has developed a park area on the north side of Eisner Avenue, namely Rudy Mahler Park. This park area consists of benches, a bridge, playground and next year a 16' x 28' open structure. Also discussed in the future is the addition of a restroom. The Town has sewer service available in this area, however we have no water available to this park.

At this time we are asking that the Board of Commissioners consider extending water service to the park as it is a park that is used by many City of Sheboygan residents as well as Town residents. The Town would pay all costs in connecting to City water and would also pay the quarterly bills generated by the Sheboygan Water Utility, as other Town residents do who are also connected to City water.

This Park is a wonderful addition to the community for residents from all municipalities and the addition of a restroom would complete the new park area.

One of our Board members would be able to attend your next meeting to discuss this option further, if you so desire. Please contact our Clerk, Cathy Conrad at 920-451-2320 to request attendance of one of our members.

Thank you for your consideration of this request as a great asset and benefit for Sheboygan County residents.

Sincerely,

Town of Sheboygan Board Members  
Daniel W. Hein, Chairman  
Char Gumm, Supervisor  
Dan Olson, Supervisor  
James Schwinn, Supervisor  
John Wagner, Supervisor

III

R. O. No.       - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting a petition for Direct Annexation By Unanimous Approval from Brian J. Bruggink and Julie K. Bruggink Living Trust (3 parcels - Racetrack Road).

*City Plan*

\_\_\_\_\_

City Clerk



**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL**  
**BY OWNERS OF ALL REAL PROPERTY IN TERRITORY**  
**PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES**

---

We, the undersigned, pursuant to Section 66.0217(2) of the Wisconsin Statutes, being the owners of all of the real property in the territory described on Exhibit A, attached hereto, and shown on the scale map attached hereto as Exhibit B, which territory is in the Town of Wilson, Sheboygan County, Wisconsin, and lies contiguous to the City of Sheboygan, Sheboygan County, Wisconsin, respectively petition the City Council of the City of Sheboygan to annex said territory to the City of Sheboygan, Sheboygan County, Wisconsin.

The number of electors residing in said territory is zero (0). In accordance with the definition of "population" in Section 66.0217(5) of the Wisconsin Statutes, the current population of said territory by number is zero (0).

We the undersigned, elect that this annexation shall take effect to the full extent consistent with the outstanding priorities of other annexation, incorporation, or consolidation petitions, if any.

Signature of Petitioner*	Address of Petitioner	Date of Signing	Owner and/or Elector
Brian J. Bruggink and Julie K. Bruggink Living Trust date May 8, 2013	W2275 De Master Rd Oostburg, WI 53070	11/16/2017	Owner

\*Signatures are on the following page

[SIGNATURE PAGE FOLLOWS]

**BRIAN J. BRUGGINK AND JULIE K  
BRUGGINK LIVING TRUST DATED  
MAY 8, 2013**

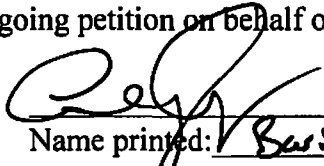
By:   
Brian J. Bruggink, Trustee

By:   
Julie K. Bruggink, Trustee

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF SHEBOYGAN        )

This instrument was acknowledged before me on November 16, 2017, by Brian J. Bruggink, Trustee of Brian J. Bruggink and Julie K. Bruggink Living Trust Dated May 8, 2013, to me known to be the person who signed the foregoing petition on behalf of such entity.

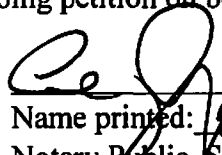
[Notarial Seal]

  
Name printed: Basil J. Buchko, Jr.  
Notary Public, State of Wisconsin  
Commission is permanent.

STATE OF WISCONSIN            )  
  ) SS.  
COUNTY OF SHEBOYGAN        )

This instrument was acknowledged before me on November 16, 2017, by Julie K. Bruggink, Trustee of Brian J. Bruggink and Julie K. Bruggink Living Trust Dated May 8, 2013, to me known to be the person who signed the foregoing petition on behalf of such entity.

[Notarial Seal]

  
Name printed: Basil J. Buchko, Jr.  
Notary Public, State of Wisconsin  
Commission is permanent.

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Handwritten signature or name in the upper middle section.

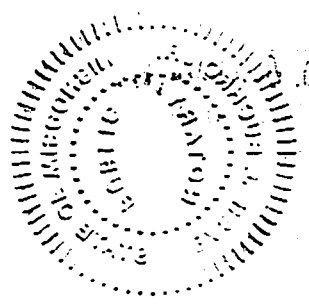
Handwritten signature or name in the middle section.

Main body of handwritten text, appearing to be a letter or document content.



Handwritten signature or name next to the seal.

Second main body of handwritten text, continuing the letter or document.



Handwritten signature or name next to the second seal.

# PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

## PARCEL DESCRIPTIONS

**Lot 1**

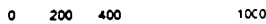
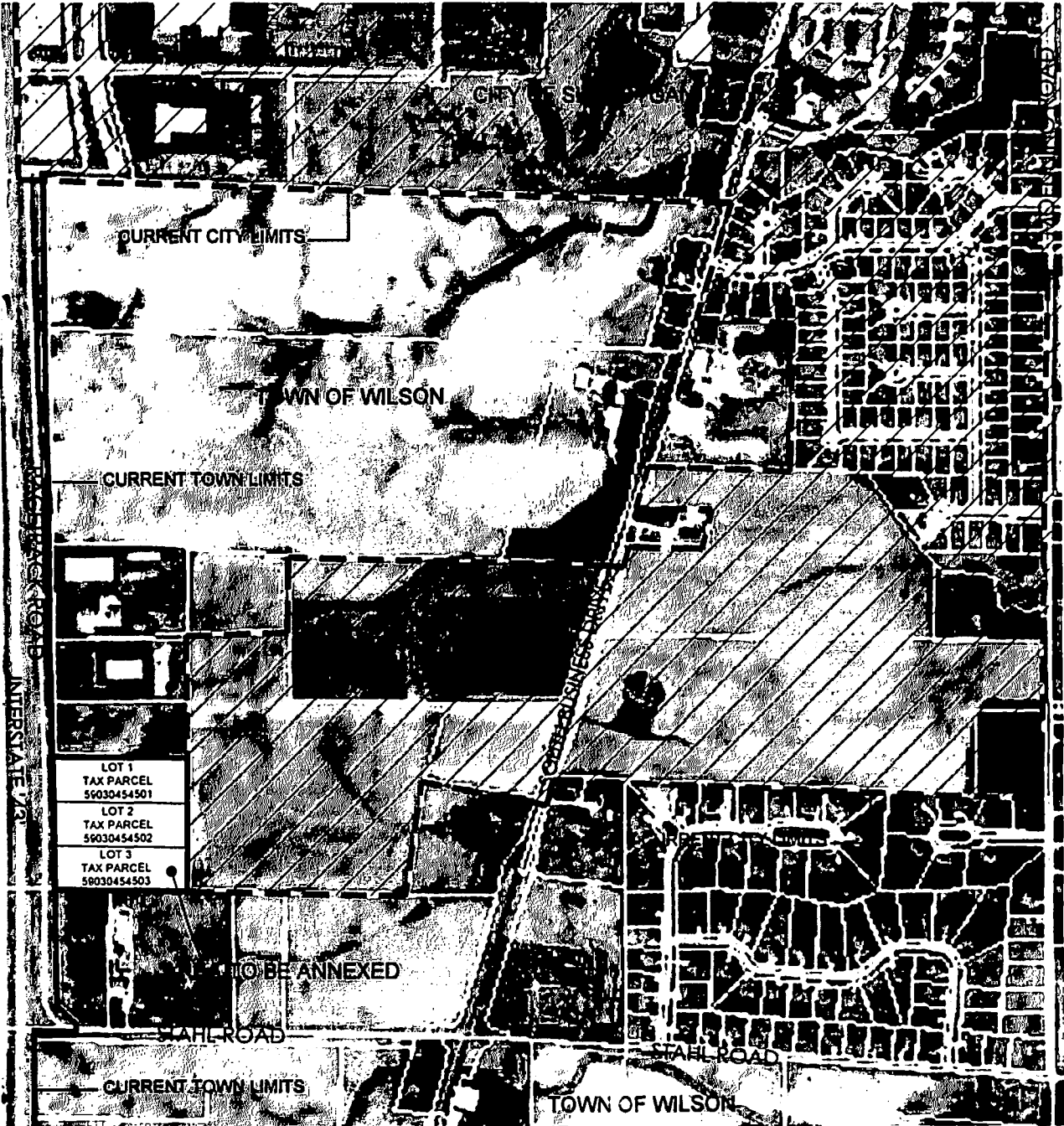
Commencing at the NW corner of Lot 1 of a Certified Survey Maps, Volume 17, Page 81, Document No. 157941, thence S 88° 33' 20" E, 653.12 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 650.87 feet, thence Northerly 220.93 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 220.93 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.31 acres.

**Lot 2**

Commencing at the NW corner of Lot 2 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 650.87 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 649.61 feet, thence Northerly 220.90 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 220.90 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.29 acres.

**Lot 3**

Commencing at the NW corner of Lot 3 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 649.61 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 35' 56" W, 647.28 feet, thence N 00° 16' 35" E, 189.87 feet, thence Northerly 31.55 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 31.55 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.28 acres.



Scale in feet  
1" = 500'



## **EXHIBIT A**

### **LEGAL DESCRIPTIONS OF THE PROPERTY**

#### **Parcel A:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 1, of a Certified Survey Map recorded on September 18, 2000, in Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

#### **Parcel B:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 2, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, pages 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

#### **Parcel C:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 3, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
101 E. Wilson Street, 9<sup>th</sup> Floor  
Madison WI 53703  
608-264-6102 Fax: 608-264-6104  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<http://doa.wi.gov/municipalboundaryreview/>

## Petitioner Information

Name: **BRIAN J BRUGGINK AND JULIE K BRUGGINK  
LIVING TRUST DATED MAY 8, 2013**

Address: **W2275 DE MASTER RD**

**OOSTBURG, WI 53070-1855**

Email: **SALES@BRUGGINKS.COM**

Office use only:

1. Town where property is located: **WILSON**

2. Petitioned City or Village: **SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **9.88**

6. Tax parcel number(s) of territory to be annexed  
(if the territory is part or all of an existing parcel): **59030454-  
501,502,503**

Petitioners phone:

**920-564-6555**

Town clerk's phone:

**920-208-2390**

City/Village clerk's phone:

**920-459-3361**

## Contact Information if different than petitioner:

Representative's Name and Address:

**BASIL BUCHKO**

**W5073 COUNTY RD O**

**PLYMOUTH**

**WI, 53073**

Phone: **920-892-6466**

E-mail: **BASIL@VHCARS.COM**

Surveyor or Engineering Firm's Name & Address:

**JB SITE DESIGN & ENGINEERING, LLC**

**1129 KENTUCKY AVE**

**SHEBOYGAN**

**WI, 53081**

Phone: **920-207-8977**

E-mail: **JBRONOSKI@JBSITEDESIGN.NET**

## Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
  - Unanimous per s. 66.0217 (2), or
  - OR
  - Direct by one-half approval per s. 66.0217 (3)
- Check or money order covering review fee [see next page for fee calculation]

# Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

## Required Fees

There is an initial filing fee and a variable review fee

**\$350 Initial Filing Fee** (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

**\$600 Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

**\$950 TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: Department of Administration

**THE DEPARTMENT WILL NOT PROCESS  
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED  
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD  
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: \_\_\_\_\_

Payee: \_\_\_\_\_ Check Number: \_\_\_\_\_

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

Amount: \_\_\_\_\_

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

PLANKVIEW GREEN DEVELOPMENT, LLC  
P.O. BOX 494  
PLYMOUTH, WI 53073

WELLS FARGO BANK  
PLYMOUTH, WI 53073  
79-1188/759

1477

11/16/2017

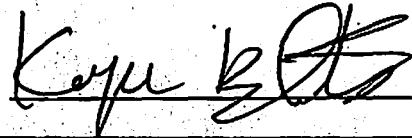
PAY TO THE ORDER OF WI Dept of Administration

\$ \*\*950.00

Nine Hundred Fifty and 00/100\*\*\*\*\*

DOLLARS

WI Dept of Administration  
Municipal Boundary Review  
101 E. Wilson St, 9th Floor  
Madison, WI 53703



Memo

Security features included. Details on back.



MP

⑈001477⑈ ⑆075911988⑆ 7348589248⑈

PLANKVIEW GREEN DEVELOPMENT, LLC

WI Dept of Administration  
11000 - Accounts Receivable

11/16/2017

Filing Fee Bruggink Prop - on behalf of VH Prop of S

1477

950.00

Wells Fargo

950.00



II

R. O. No.       - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting a Certified Survey Map (C.S.M.) and the Declaration of Nonexclusive Easements by Meijer Stores Limited Partnership.

*City Plan*

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



21 South Evergreen Avenue  
Suite 200  
Arlington Heights, IL 60005  
847.788.9200  
www.greenbergfarrow.com  
We Are Global

November 15, 2017

To Steve Sokolowski  
Manager of Planning & Zoning  
City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081

Project Meijer #305  
Sheboygan, WI  
Project # 20140267.0  
Re Resubmittal: Certified Survey Map (CSM) &  
Declaration of Easements

Dear Steve,

On behalf of our client, Meijer, we recently submitted to your office, via email and Federal Express, the following documents for your consideration and approval:

- Two (2) Certified Survey Maps (CSM), Sheets 1-6; revised November 9/14, 2017, as prepared by Chaput Land Surveys
- One (1) Declaration of Nonexclusive Easements, dated October 26, 2017, executed by Meijer

It is Meijer's desire to be placed on the November 28<sup>th</sup> Plan Commission agenda and the December 4<sup>th</sup> City Council agenda. Please confirm date, time and location of meetings at your earliest convenience.

It is Meijer's desire to re-develop a portion of the existing Memorial Mall, and construct a Meijer store and associated fuel center; an adjacent retail pad; a commercial outlot; and retain the southern portion of the property intact servicing Kohls, Bed Bath & Beyond, and Goodyear. These efforts require the land to be divided into four (4) separate parcels to accommodate present and future ownership. Inclusive of this division will be right-of-way and utility easement dedication to various parties.

We appreciate your continued time and assistance with this project.

Sincerely,

David W. Behrens  
Principal

Cc: Susan Richards, City of Sheboygan  
Project File

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

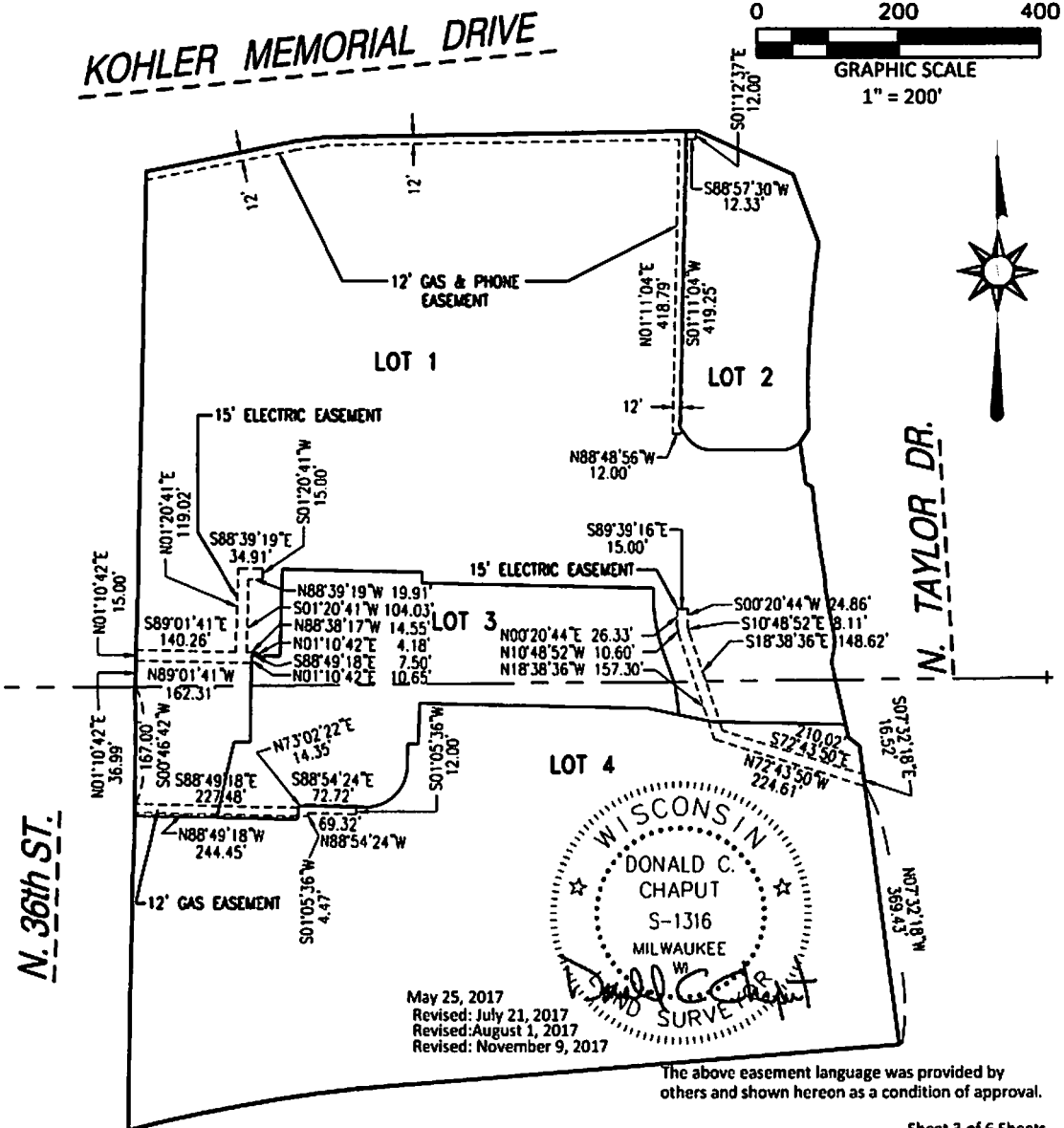
A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

## UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by MEIJER STORES LIMITED PARTNERSHIP, Grantor, to WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the map designated as "Gas or Electric Easement" and the property designated on the map for streets and alleys, whether public or private, together with the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Gas or Electric Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Gas or Electric Easement(s) are non-exclusive. Grantee will indemnify and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's exercise of any of its rights under this grant of easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantors employees, agents and invitees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

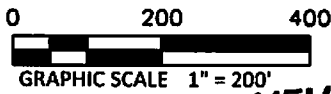
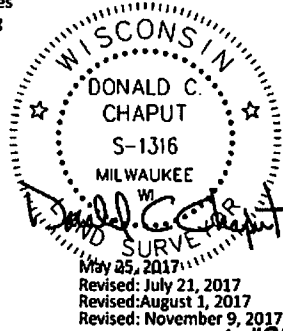


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

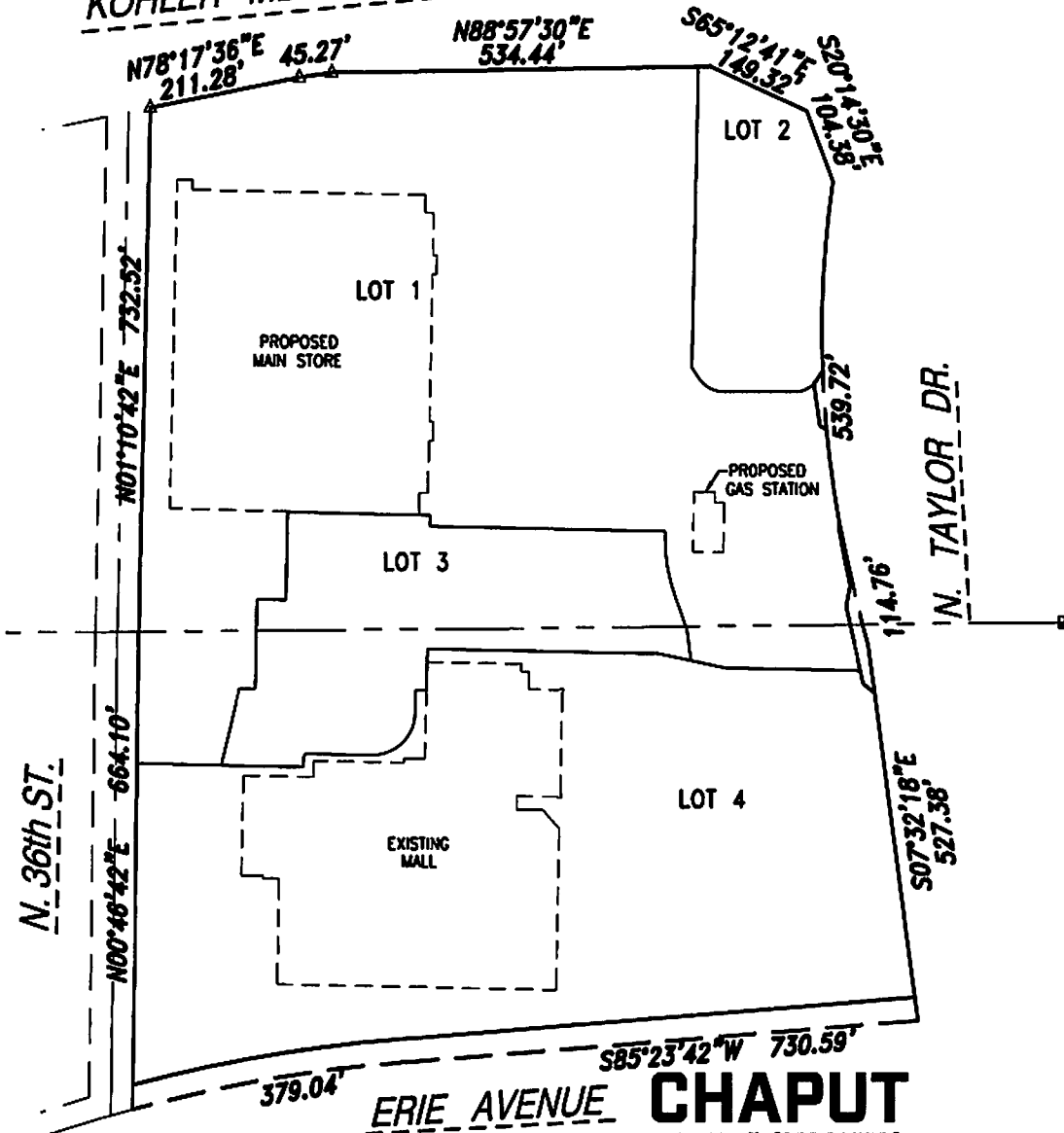
A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.



Proposed buildings shown for illustrative purposes only - building does not exist at time of recording



**KOHLER MEMORIAL DRIVE (S.T.H. "23")**



**CHAPUT**  
 LAND SURVEYS

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

234 W. Florida Street  
 Milwaukee, WI 53204

414-224-8068  
 www.chaputlandsurveys.com

Sheet 4 of 6 Sheets  
 Survey No. 1825-far/grb

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

:SS

MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin., bound and described as follows;

Commencing at the Southwest corner of the Northwest 1/4 of said Section 21; thence North 89°21'52" East, along the South line of said Northwest 1/4 Section 1345.67 feet to the East line of North 36th Street and the point of beginning of the lands hereinafter described; thence North 01°10'42" East along said East line 732.52 feet to a point on the South line of Kohler Memorial Drive (S.T.H. 23); thence North 78°17'36" East along said South line 211.28 feet to a point; thence 45.27 feet along said South line and arc of a curve, whose center lies to the South, whose radius is 5394.75 feet and whose chord bears North 81°35'22.5" East 45.27 feet to point; thence North 88°57'30" East along said South line 534.44 feet to a point; thence South 65°12'41" East along said South line 149.32 feet to a point on the West line of North Taylor Drive; thence South 20°14'30" East along said West line 104.38 feet to a point; thence 539.72 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 1482.39 feet and whose chord bears South 02°17'03.5" East 536.75 feet to point of compound curve; thence 114.76 feet along said West line and arc of a curve, whose center lies to the Northeast, whose radius is 1959.86 feet and whose chord bears South 14°23'31.5" East 114.74 feet to point; thence South 07°32'18" East along said West line 527.38 feet to on the centerline of Erie Avenue; thence South 85°23'42" West along said centerline 730.59 feet to a point; thence Southwesterly 379.04 feet along said centerline and arc of a curve, whose center lies to the South, whose radius is 1989.24 feet and whose chord bears South 79°56'10.5" West, 378.46 feet to a point on the East line of North 36th Street; thence North 00°46'42" East along said East line 664.10 feet to a point of beginning.

Said lands contain 1,369,115 square feet, more or less, or 31.4306 acres, more or less.

THAT I have made the survey, land division and map by the direction of MEIJER STORES LIMITED PARTNERSHIP, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 239 of the Wisconsin Statutes and the Land Division and Ordinances of the City of Sheboygan in surveying, dividing and mapping the same.

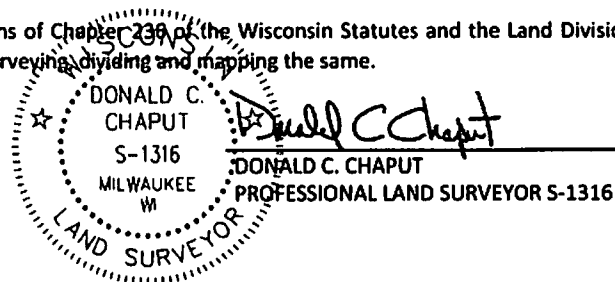
May 25, 2017

DATE

Revised: July 21, 2017

Revised: August 1, 2017

Revised: November 9, 2017



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

## OWNER'S CERTIFICATE

MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, as owner, hereby certifies that said limited partnership caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of Sheboygan.

MEIJER STORES LIMITED PARTNERSHIP, as owner, does further certify that this map is required by S236.20 or 236.12 to be submitted to the following for approval or objection: City of Sheboygan.

IN WITNESS WHEREOF, the said MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership has caused these presents to be signed by \_\_\_\_\_, the \_\_\_\_\_ of Meijer Group, Inc., a Michigan corporation, for and as the act of the general partner of Meijer Stores Limited Partnership, a Michigan limited partnership on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**MEIJER STORES LIMITED PARTNERSHIP**  
By: Meijer Group, Inc.,  
Its: General Partner

By: \_\_\_\_\_  
( \_\_\_\_\_ )  
Its: \_\_\_\_\_

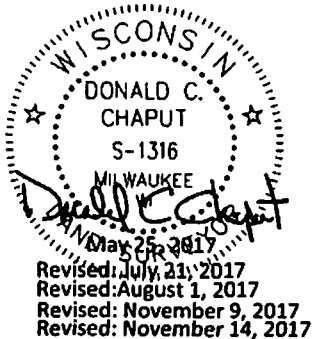
STATE OF MICHIGAN        )  
                                  ) ss.  
COUNTY OF KENT        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_, the \_\_\_\_\_ of Meijer Group, Inc., a Michigan corporation, on behalf of the corporation as general partner for Meijer Stores Limited Partnership, a Michigan limited partnership.

\_\_\_\_\_  
Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of Kent

## CITY OF SHEBOYGAN COMMON COUNCIL CERTIFICATION OF APPROVAL

APPROVED by the Common Council of the City of Sheboygan on this \_\_\_\_ day of \_\_\_\_\_, 2017.



\_\_\_\_\_  
Mike Vandersteen, Mayor

\_\_\_\_\_  
Susan Richards, City Clerk

## **DECLARATION OF NONEXCLUSIVE EASEMENTS**

THIS DECLARATION OF NONEXCLUSIVE EASEMENTS ("**Declaration**") is made this 26 day of October, 2017 ("**Effective Date**"), by MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership ("**Meijer**").

### **R E C I T A L S**

A. Meijer is the fee simple owner of a certain parcel of land located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on the attached **Exhibit A** (the "**Meijer Parcel**"), consisting of approximately 31.4306 acres of land located south of that public right of way currently known as Kohler Memorial Drive, west of that public right of way currently known as N. Taylor Drive and north of that public right of way currently known as Erie Avenue (collectively, the "**Adjacent Public Rights of Way**").

B. As of the Effective Date, the Meijer Parcel contains (i) driveways to allow for the ingress and egress of persons and vehicles to and from the Meijer Parcel and N. Taylor Drive and to and from the Meijer Parcel and Erie Avenue (collectively, the "**Interior Drives**"), (ii) designated paved areas for the parking of vehicles (the "**Interior Parking Areas**"), (iii) utility lines providing for the transmission of water, sewer and storm water to all structures and improvements within the Meijer Parcel ("**Interior Utilities**"), and (iv) pylon and monument signage to identify and promote certain business operations on the Meijer Parcel ("**Interior Signage**").

C. Meijer desires to secure the necessary governmental approvals associated with the recordation of a Certified Survey Map for the Meijer Parcel (the "**CSM**"), establishing multiple lots within the Meijer Parcel designated as "Lot 1," "Lot 2," "Lot 3," and "Lot 4," (collectively the "**Lots**"). The version of the CSM submitted for approval by the City of Sheboygan, Wisconsin is attached as **Exhibit B**.

D. Meijer desires to grant each Lot certain reciprocal, perpetual, nonexclusive easements over and across the remaining Lots, each on the terms and conditions more specifically set forth in this Declaration.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the execution of this Declaration, subject to the terms and conditions set forth herein, Meijer hereby declares as follows:

1) **Grant of Easements**. Meijer hereby grants for the benefit of each Lot, the owner of each respective Lot (a "**Lot Owner**"), and each Lot Owner's respective successors, assigns, tenants, licensees, invitees, customers and employees, the following perpetual, reciprocal and non-exclusive easements over and across the Meijer Parcel and (subject to approval of the CSM), over and across each respective Lot (collectively, the "**Easements**):

a) Over and across the Interior Drives, to the extent located on any Lot as of the Effective Date, for the ingress and egress of persons and vehicles between the Meijer Parcel and the Adjacent Public Rights of Way;

b) Over and across the Interior Parking Areas, to the extent located on any Lot as of the Effective Date, for the parking of vehicles in connection with business operations conducted on the Lots;

c) Over and across the Meijer Parcel for the installation, maintenance, repair and replacement of the Utility Lines, to the extent located on any Lot as of the Effective Date, and to facilitate the provision of utilities, such as water, gas, electric, telephone lines and storm water and sanitary sewer lines to each structure located on any Lot; and

d) Over and to the Meijer Parcel for the installation, maintenance, repair and replacement of the Interior Signage, to the extent located on any Lot as of the Effective Date, for the placement sign panels to identify and promote certain business operations on the Meijer Parcel, in each case subject to the approval of the Lot Owner on the allocation of space on such Interior Signage.

2) Confirmation of CSM Easements. This Declaration shall represent the “other documents” contemplated by the CSM to provide the cross easement rights to the various Lots as referenced in the CSM.

3) Encumbrances. The Easements are made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Meijer reserves the right to grant other easements and encumbrances over and across the Meijer Parcel that do not interfere with use of the Easements in accordance with this Declaration.

4) Reservation of Rights. Meijer hereby reserves for itself, its successors and assigns, the right to use the Meijer Parcel for any purpose which is not inconsistent with the use of the Easements. Meijer hereby reserves the right to interrupt the continued use of the Easements, including, without limitation, the temporary closure of the Interior Drives, for such reasonable period or periods of time as may be required in connection with: (i) any necessary repairs to the improvements located within an Easement area; and/or (ii) installation of future improvements or maintenance of current improvements within an Easement area. Meijer shall, except in the case of an emergency, coordinate the closing with the Lot Owners so that there is no unreasonable interference with the operation of the improvements on the Lots. If in connection with the foregoing it becomes necessary, Meijer shall afford the parties benefited by the Easements in accordance with Section I, temporary alternate driveways, parking or utilities during such temporary closure. Meijer hereby reserves for itself, and its successors and assigns, the right to relocate/reconfigure the Easement areas at Meijer’s sole cost and expense, so long as a commercially reasonable convenient alternative is provided. Meijer agrees to coordinate any such relocation/reconfiguration with the parties benefited by the Easements in accordance with Section I so as to minimize any interference with the operations on the Lots. In the event of any such relocation or reconfiguration, Meijer shall amend this Declaration to describe the new location and dimensions of any such revised Easements if necessary.

5) Covenants Running with the Land. The Easements and the terms and conditions of this Declaration shall be easements and covenants running with the land and shall inure to the



benefit of, and be binding upon, Meijer, the Lot Owners and their respective successors and assigns.

6) Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Wisconsin and any applicable federal laws and regulations.

7) Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.



8) Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic terms of this Declaration. Meijer may amend, or to permit the court to amend, this Declaration to accomplish essentially the same transaction as set forth in this Declaration.

*[the remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, Meijer has executed this Declaration of Nonexclusive Easements as of the Effective Date.

**MEIJER STORES LIMITED PARTNERSHIP**  
a Michigan limited partnership

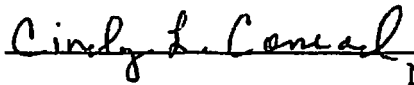
By: Meijer Group, Inc., its general partner

By:   
Michael L. Kinstle  
Its: Vice President-Real Estate 

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF KENT     )

The foregoing instrument was acknowledged before me this 26 day of October 2017, by Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., a Michigan corporation, the general partner, for and on behalf of Meijer Stores Limited Partnership.



  
\_\_\_\_\_  
Notary Public  
State of Michigan, County of Kent  
My commission expires: April 18, 2023  
Acting in the County of Kent

DRAFTED BY AND  
WHEN RECORDED RETURN TO:  
W.H. Allen Shelden, Esq.  
Meijer, Inc.  
2929 Walker Avenue, NW  
Grand Rapids, MI 49544  
(616) 249-6496

**EXHIBIT A  
TO  
DECLARATION OF NONEXCLUSIVE EASEMENTS**

**Legal Description of Meijer Parcel**

**THAT I have surveyed, divided and mapped a division of part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin., bound and described as follows;**

**Commencing at the Southwest corner of the Northwest 1/4 of said Section 21; thence North 89°21'52" East, along the South line of said Northwest 1/4 Section 1345.67 feet to the East line of North 36th Street and the point of beginning of the lands hereinafter described; thence North 01°10'42" East along said East line 732.52 feet to a point on the South line of Kohler Memorial Drive (S.T.H. 23); thence North 78°17'36" East along said South line 211.28 feet to a point; thence 45.27 feet along said South line and arc of a curve, whose center lies to the South, whose radius is 5394.75 feet and whose chord bears North 81°35'22.5" East 45.27 feet to point; thence North 88°57'30" East along said South line 534.44 feet to a point; thence South 65°12'41" East along said South line 149.32 feet to a point on the West line of North Taylor Drive; thence South 20°14'30" East along said West line 104.38 feet to a point; thence 539.72 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 1482.39 feet and whose chord bears South 02°17'03.5" East 536.75 feet to point of compound curve; thence 114.76 feet along said West line and arc of a curve, whose center lies to the Northeast, whose radius is 1959.86 feet and whose chord bears South 14°23'31.5" East 114.74 feet to point; thence South 07°32'18" East along said West line 527.38 feet to on the centerline of Erie Avenue; thence South 85°23'42" West along said centerline 730.59 feet to a point; thence Southwesterly 379.04 feet along said centerline and arc of a curve, whose center lies to the South, whose radius is 1989.24 feet and whose chord bears South 79°56'10.5" West, 378.46 feet to a point on the East line of North 36th Street; thence North 00°46'42" East along said East line 664.10 feet to a point of beginning.**

**Said lands contain 1,369,115 square feet, more or less, or 31.4306 acres, more or less.**

**EXHIBIT B  
TO  
DECLARATION OF NONEXCLUSIVE EASEMENTS**

**Submission Version of CSM**

**(See attached)**

III

R. O. No. \_\_\_\_\_ - 17 - 18. By CITY PLAN COMMISSION. November 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 21-17-18 by Alderpersons Savaglio and Lewandoske to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Institutional and Community Facilities to Community Mixed Use; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, October 24, 2017 and November 14, 2017, and after due consideration, recommends approval of the attached Substitute General Ordinance.

reg.

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Subs. Gen. Ord. No. 21 - 17 - 18. By Alderpersons Savaglio and Lewandoske.  
November 20, 2017.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Institutional and Community Facilities to Community Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Institutional and Community Facilities to Community Mixed Use:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.

Section 2. *The comprehensive plan amendment and rezoning be granted and approved to be effective upon the acquisition of ownership of the property by Roubustan, LLP not later than May 31, 2018 and conditioned upon the execution and recording of the Land Use Agreement as presented.*

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.

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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



Gen. Ord. No. 21 - 17 - 18. By Alderpersons Savaglio and Lewandoske. October 16, 2017.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Institutional and Community Facilities to Community Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Institutional and Community Facilities to Community Mixed Use:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*City Plan*

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

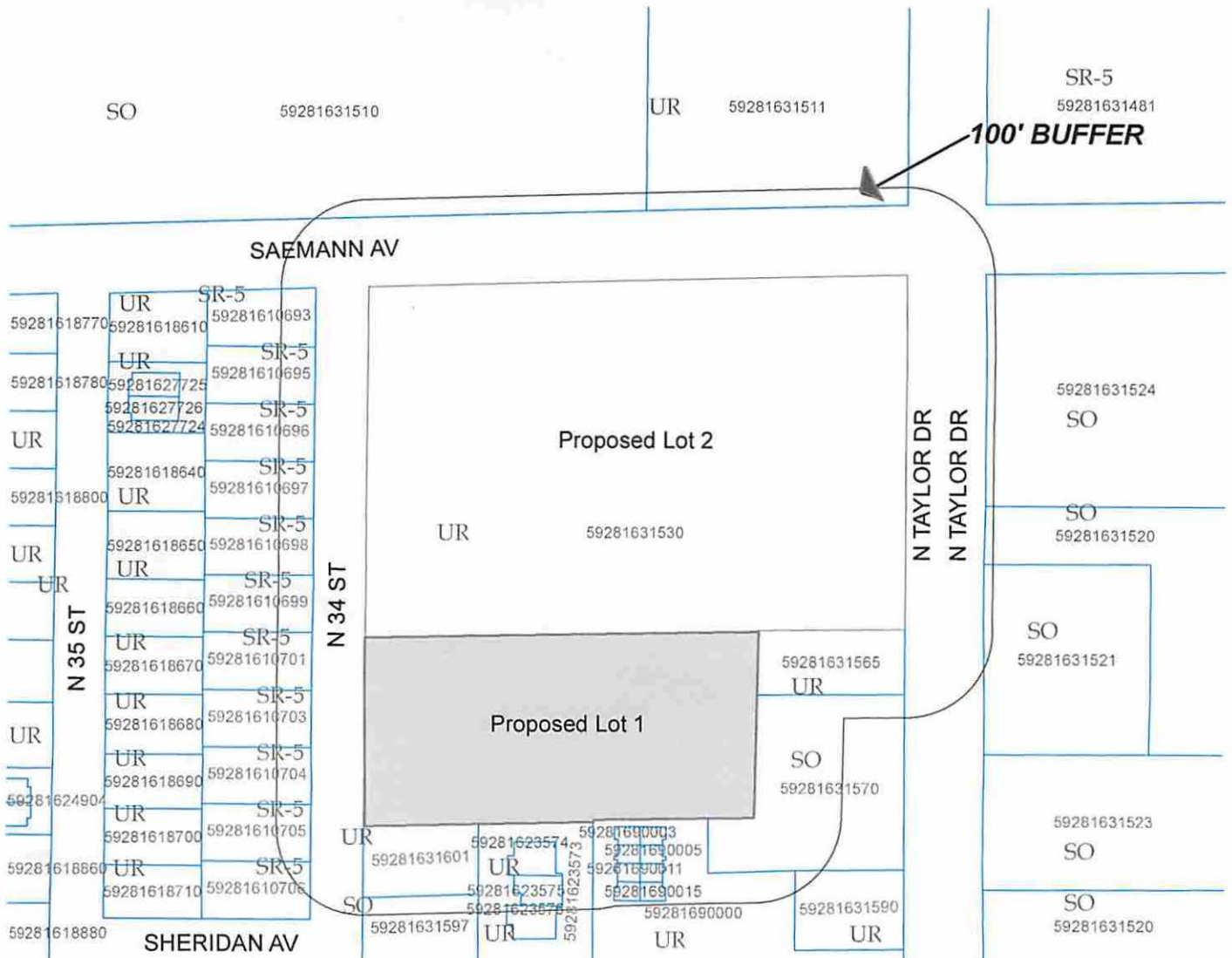
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM INSTITUTIONAL AND COMMUNITY FACILITIES TO COMMUNITY MIXED USE SECTION 16, TOWN 15N, RANGE 23E

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.



III

R.O. No. \_\_\_\_\_ -17-18. By CITY PLAN COMMISSION. November 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 22-17-18 by Alderpersons Savaglio and Lewandoske and RO 192-17-18 by City Clerk to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR -Urban Residential to Class SO -Suburban Office; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, October 24, 2017 and November 14, 2017, and after due consideration, recommends approval of the attached Substitute General Ordinance.

reg.

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Subs. Gen. Ord. No. 22 - 17 - 18. By Alderperson Savaglio and Lewandoske.  
November 20, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR - Urban Residential to Class SO - Suburban Office.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR - Urban Residential to Class SO - Suburban Office:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.

*Section 2. The comprehensive plan amendment and rezoning be granted and approved to be effective upon the acquisition of ownership of the property by Roubustan, LLP not later than May 31, 2018 and conditioned upon the execution and recording of the Land Use Agreement as presented.*

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.

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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

X

8.2

Gen. Ord. No. 22 17 - 18. By Alderpersons Savaglio and Lewandoske.  
October 16, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR - Urban Residential to Class SO - Suburban Office.

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

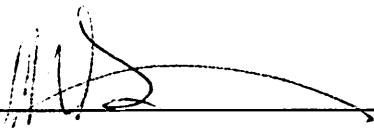
Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR - Urban Residential to Class SO - Suburban Office:

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.

*City Plan*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

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

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

II

53

R. O. No. 192 - 17 - 18. By CITY CLERK. October 16, 2017.

Submitting an application from Robustan, LLP, (by Matthew Bistan) for a change in the zoning classification of vacant land between North Taylor Drive and North 34<sup>th</sup> Street from Class UR - Urban Residential to Class SO Suburban Office Classification.

City Plan

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City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Robustan, LLP, by Matthew Bistan                      PHONE NO: (920) 889-4503  
ADDRESS: 1630 North Taylor Drive, Sheboygan, WI                      E-MAIL: mrb@ftbdds.com  
OWNER OF SITE: Ebenezer United Church of Christ                      PHONE NO: (920) 452-9766

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: vacant land between North Taylor Drive and North 34<sup>th</sup> Street, Sheboygan, Wisconsin  
LEGAL DESCRIPTION: Lot 1 of Certified Survey Map attached hereto as Exhibit A.  
PARCEL NO. Part of 59281-631530                      NO. \_\_\_\_\_  
EXISTING ZONING DISTRICT CLASSIFICATION: Urban Residential  
PROPOSED ZONING DISTRICT CLASSIFICATION: Suburban Office  
BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: vacant land located adjacent to existing dental office.  
BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: to expand the existing dental office on land adjacent to property and development of a parking lot.

**3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT**

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? The proposed zoning map amendment reduces the potential for land use conflicts between institutional community facilities and encourage appropriate community mixed use development.



Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: An existing dental office serving the Sheboygan Community for many years needs to grow and expand to continue to provide important dental and health care services to the Sheboygan Community.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

Existing dental office has operated at its current location without conflict with adjacent neighbors for many years. Zoning map changes will allow current land use to continue.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Applicant believes existing dental practice is consistent and in harmony with comprehensive plan that calls for community mixed use rather than institutional and community facilities that may include large scale buildings that generate traffic, noise, and conflict with adjacent residential land users.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

ROBUSTAN, LLP

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

10/4/2017  
\_\_\_\_\_  
DATE

By: Matthew Bistan, Partner  
\_\_\_\_\_  
PRINT ABOVE NAME

## **APPLICATION SUBMITTAL REQUIREMENTS**

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned; see attached **Exhibit A**.
- All lot dimensions of the subject property; see attached **Exhibit B**.
- All other lands within 200 feet of the subject property; **Exhibit C** to be provided by the City of Sheboygan.
- Application to Amend City of Sheboygan Comprehensive Plan Adopted December 5, 2011; see attached **Exhibit D**.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

## OWNER AUTHORIZATION TO REZONE

We, Cheryl Dodds and Ronald Rindfleish, of Ebenezer United Church of Christ (Owner), hereby authorize Matthew R. Bistan, Partner of Roubustan, LLP, (Buyer) to submit a comprehensive plan and rezone amendment application on the property located at 3215 Saemann Avenue, Sheboygan, Wisconsin 53081.

Dated this 4<sup>th</sup> day of October, 2017.

### EBENEZER UNIT CHURCH OF CHRIST

By: Cheryl Dodds  
Cheryl Dodds

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

By: Ronald Rindfleish  
Ronald Rindfleish

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

# **EXHIBIT A**

Legal Description of Property Proposed to be Rezoned

**Legal Description of Property Proposed to be Rezoned**

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.

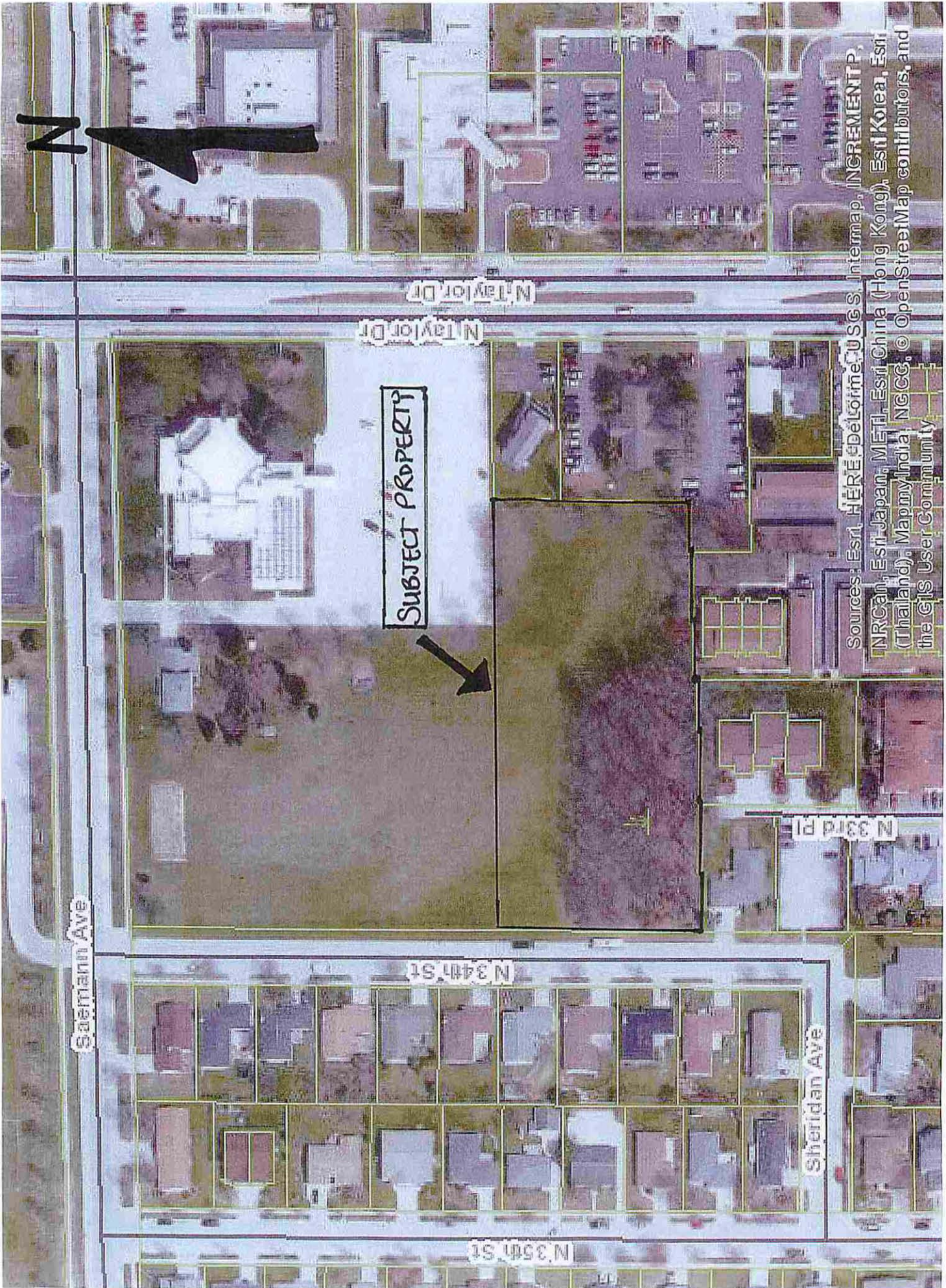
Part of PIN: 59281-631530

To be known as:

Lot 1 of a Certified Survey Map recorded in Volume \_\_\_\_\_ of Certified Survey Maps at Pages \_\_\_\_\_, as Document No. \_\_\_\_\_, being a part of the Southeast Quarter (SE/14) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Part of PIN: 59281-631530

R:\CLIENT\12806\00001\00116187.DOCX



SUBJECT PROPERTY

N Taylor Dr

N Taylor Dr

Saemann Ave

N 34th St

Sheridan Ave

N 33rd Pl

N 35th St

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri-Japan, METI, Esri-China (Hong Kong), Esri-Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

SUPERIOR

N.

36TH

ST

AVE

N.

35TH

ST

SHERIDAN AVE

N.

34TH

ST

SAEMANN AVE

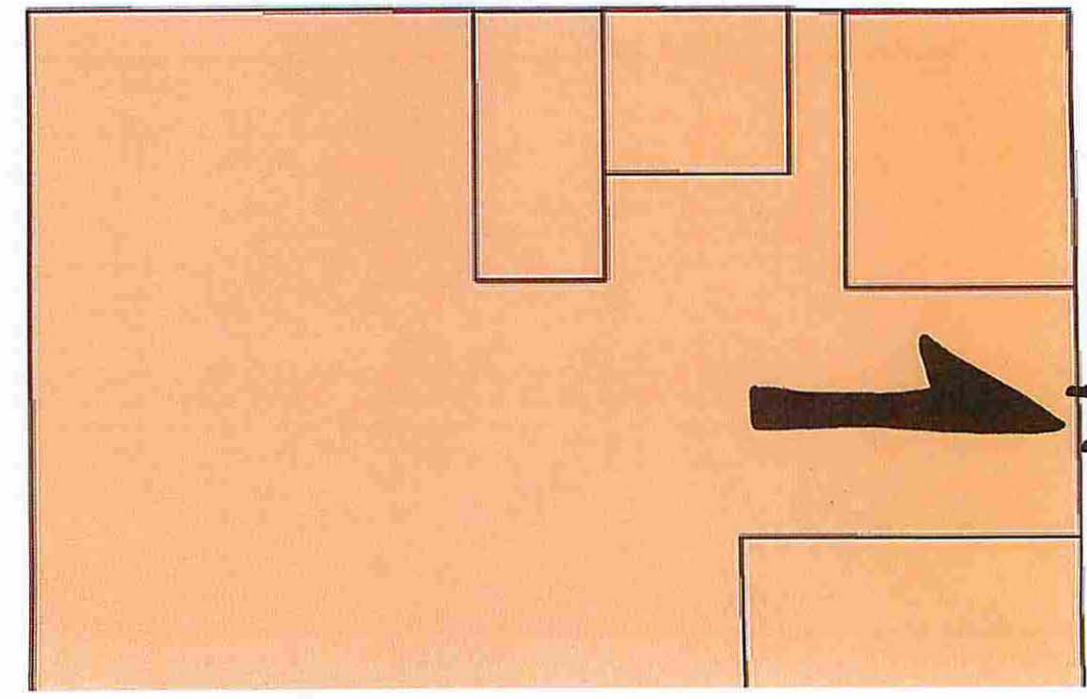
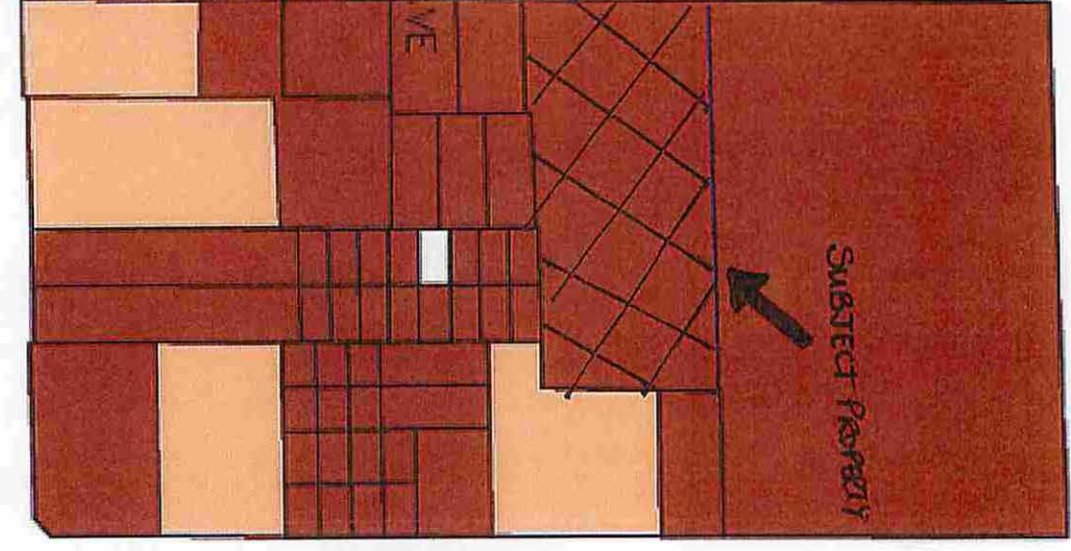
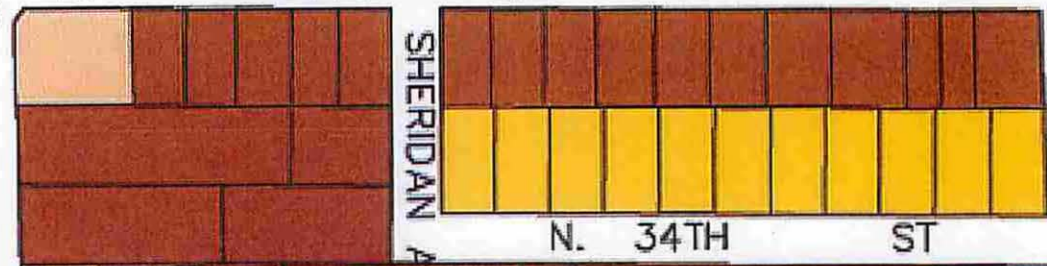
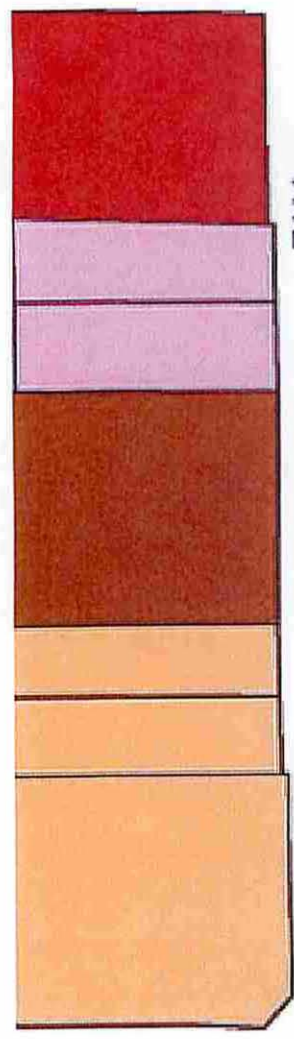
AVE

N. TAYLOR DR.

31ST

ST

SUBJECT PROPERTY



## BASE ZONING DISTRICTS

	SR-3 - SUBURBAN RESIDENTIAL 3
	SR-5 - SUBURBAN RESIDENTIAL 5
	NR - NEIGHBORHOOD RESIDENTIAL
	MR-8 - MIXED RESIDENTIAL 8
	UR - URBAN RESIDENTIAL 12
	SO - SUBURBAN OFFICE
	NO - NEIGHBORHOOD OFFICE
	SC - SUBURBAN COMMERCIAL
	NC - NEIGHBORHOOD COMMERCIAL
	UC - URBAN COMMERCIAL
	CC - CENTRAL COMMERCIAL
	PPUD - PRE-PLANNED UNIT DEVELOPMENT
	PUD - UNIT DEVELOPMENT
	HI - HEAVY INDUSTRIAL
	SI - SUBURBAN INDUSTRIAL
	UI - URBAN INDUSTRIAL
	RA - /AGRICULTURAL
	RR - RAILROAD



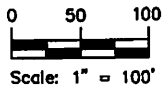
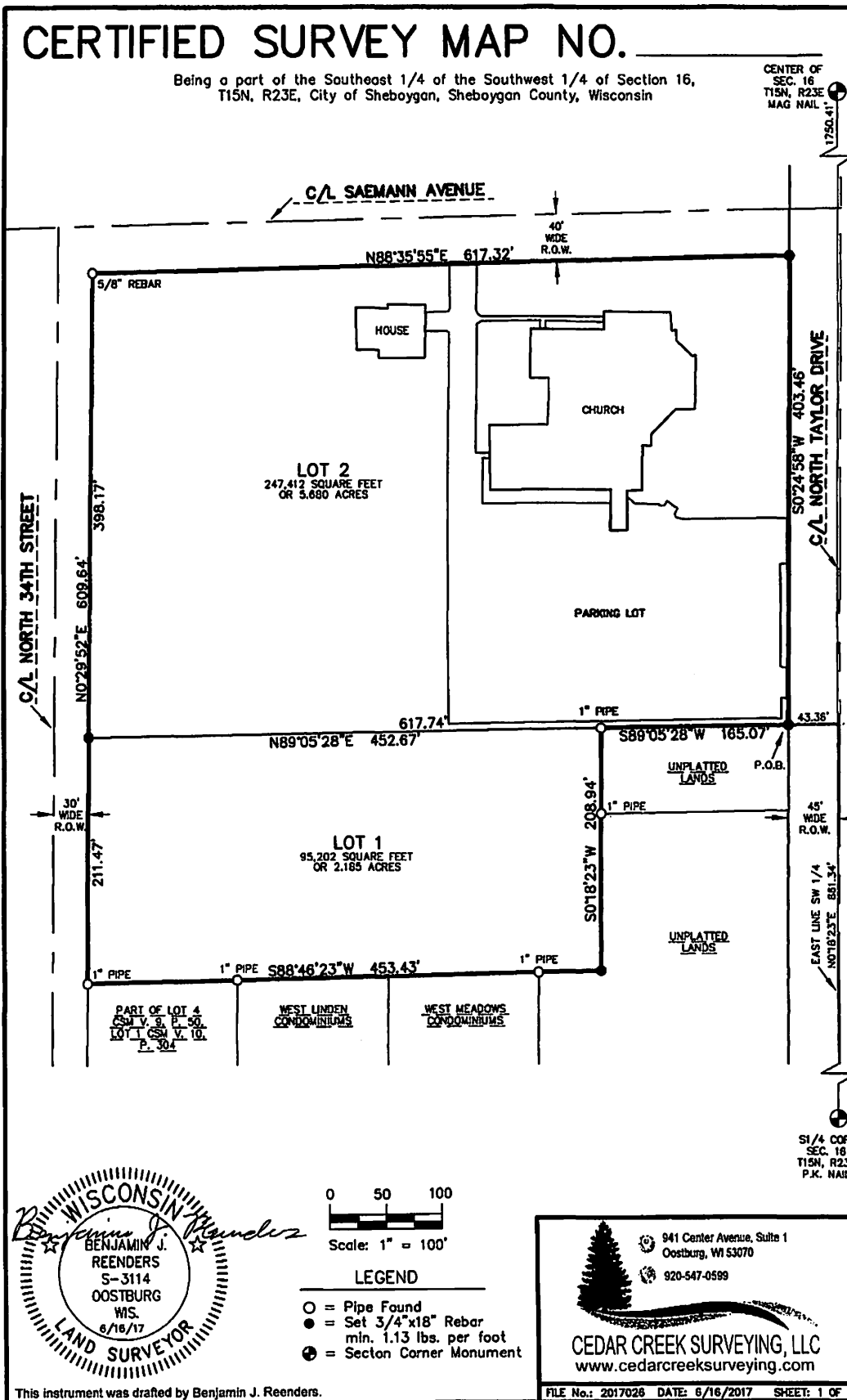
# **EXHIBIT B**

Certified Survey Map

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 16,  
T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin

CENTER OF  
SEC. 16  
T15N, R23E  
MAG NAIL



### LEGEND

- = Pipe Found
- = Set 3/4"x18" Rebar min. 1.13 lbs. per foot
- ⊙ = Section Corner Monument

941 Center Avenue, Suite 1  
Oostburg, WI 53070  
920-547-0599

**CEDAR CREEK SURVEYING, LLC**  
www.cedarcreeksurveying.com

This instrument was drafted by Benjamin J. Reenders.

FILE No.: 2017026 DATE: 6/16/2017 SHEET: 1 OF 2

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 16,  
T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin

## SURVEYOR'S CERTIFICATE

I, Benjamin J. Reenders, Professional Land Surveyor, hereby certify:

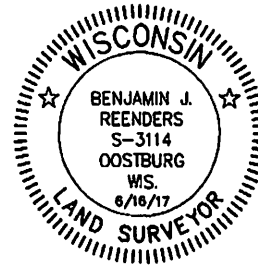
That I have surveyed, divided and mapped a part of the Southeast 1/4 of the Southwest 1/4 of Section 16, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N00°18'23"E 861.34 feet along the East line of said Southwest 1/4; thence S89°05'28"W 43.36 feet to the West R.O.W. line of N. Taylor Drive to the POINT OF BEGINNING of this description; thence S89°05'28"W 165.07 feet; thence S00°18'23"W 208.94 feet; thence S88°46'23"W 453.43 feet; thence N00°29'52"E 609.64 feet along the East R.O.W. line of N. 34th Street; thence N88°35'55"E 617.32 feet along the South R.O.W. line of Saemann Avenue; thence S00°24'58"W 403.46 feet along the West R.O.W. line of N. Taylor Drive to the point of beginning. This parcel contains 342,614 square feet or 7.865 acres..

That such map is a correct representation of the exterior boundaries of the land surveyed and the division thereof.

That I have fully complied with provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulation of the City of Sheboygan in surveying, dividing and mapping the same.

*Benjamin J. Reenders* Dated this 16th day of June, 2017  
Benjamin J. Reenders PLS S-3114



## CORPORATE OWNERS CERTIFICATES

Ebenezer United Church of Christ as Owner, does hereby certify that we have caused the lands described herein to be surveyed, divided, and mapped as represented on this map. We also certify that this map is required to be submitted to the City of Sheboygan for approval.

\_\_\_\_\_ Dated \_\_\_\_\_, 2017  
Managing Member

STATE OF WISCONSIN)  
SHEBOYGAN COUNTY) ss

PERSONALLY came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_ to me known to be the persons who executed the foregoing certificate and acknowledged the same.

\_\_\_\_\_ My Commission Expires \_\_\_\_\_  
Notary Public

## CITY OF SHEBOYGAN APPROVAL CERTIFICATE

Resolved that the Certified Survey Map in the City of Sheboygan is hereby approved by the city board of the City of Sheboygan.  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the City Board of the City of Sheboygan.

on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

841 Center Avenue, Suite 1  
Oostburg, WI 53070  
920-547-0599  
CEDAR CREEK SURVEYING, LLC  
www.cedarcreeksurveying.com

# **EXHIBIT C**

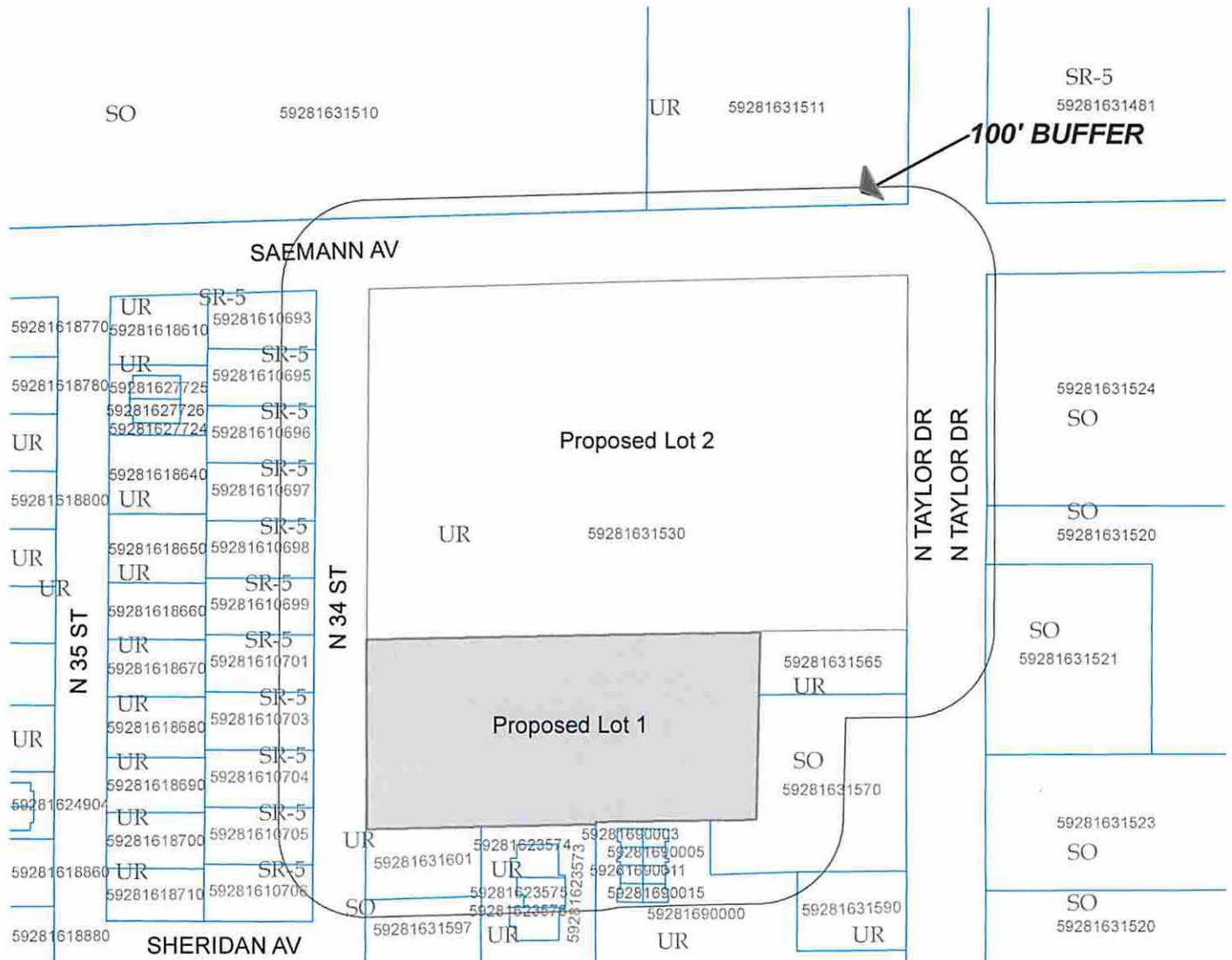
(To be provided by the City of Sheboygan)

# PROPOSED ZONING CHANGE FROM URBAN RESIDENTIAL (UR-12) SUBURBAN OFFICE (SO)

## SECTION 16, TOWN 15N, RANGE 23E

Part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin bounded and described as follows:

Commencing at the South 1/4 corner of said Section 16; thence N 00°-18'-23" E, 861.34 feet along the East line of said Southwest Quarter (SW1/4); thence S 89°-05'-28" W, 43.36 feet to the West right-of-way line of North Taylor Drive; thence S 89°-05'-28" W, 165.07 feet to the POINT OF BEGINNING of this description; thence S 00°-18'-23" W, 208.94 feet; thence S 88°-46'-23" W, 453.43 feet; thence N 00°-29'-52" E., 211.47 feet; thence N 89°-05'-28" E, 452.67 feet to the point of beginning.



# **EXHIBIT D**

Application to Amend City of Sheboygan  
Comprehensive Plan  
Adopted December 5, 2011

## **Application to Amend the December 5, 2011 City of Sheboygan Comprehensive Plan**

Applicant, Robustan, LLP, is a real estate holding company that owns a dental office located at 1630 N. Taylor Drive, in Sheboygan, Wisconsin, 53081. Robustan, LLP leases the office to Feider, Tiboris and Bistran DDS, SC which owns and operates a five member dental practice at this facility. Applicant seeks to expand its dental office and add approximately 660 square feet to the west side of its existing office. A preliminary site plan is attached. Applicant proposes to construct additional parking for the dental office operations on land that it intends to purchase from an adjacent property owner.

Ebenezer United Church of Christ (the "Church") is the owner of the adjacent vacant land containing approximately 7.865 acres of land with street frontage on Taylor Drive on the east, Saemann Avenue on the north, and N. 34<sup>th</sup> Street on the west (the "Property"). Applicant is under contract to purchase from the Church and the Church is under contract to sell to Applicant 2.185 acres of the Property, subject to zoning and other City approvals

The City of Sheboygan Comprehensive Plan adopted December 5, 2011 designates the future land use for the Church Property to be "Institutional and Community Facilities". A copy of the description of the future land use titled "Institutional and Community Facilities" is found at pages 23-24 of the Comprehensive Plan which is attached for your review and consideration. It provides as follows:

This future land use category is designed to facilitate large-scale public buildings, schools, religious institutions, power plants and substations, water utility, wastewater treatment plants, hospitals, and special care facilities. Future small-scale institutional uses and community facilities may also be located in areas planned for residential, commercial, office, industrial, mixed uses, while larger-scale institutional uses should generally be avoided in planned residential or Planned Neighborhood areas. Institutional and community facilities are permitted in the City's non-residential districts and are allowed as conditional uses in residential zoning districts.

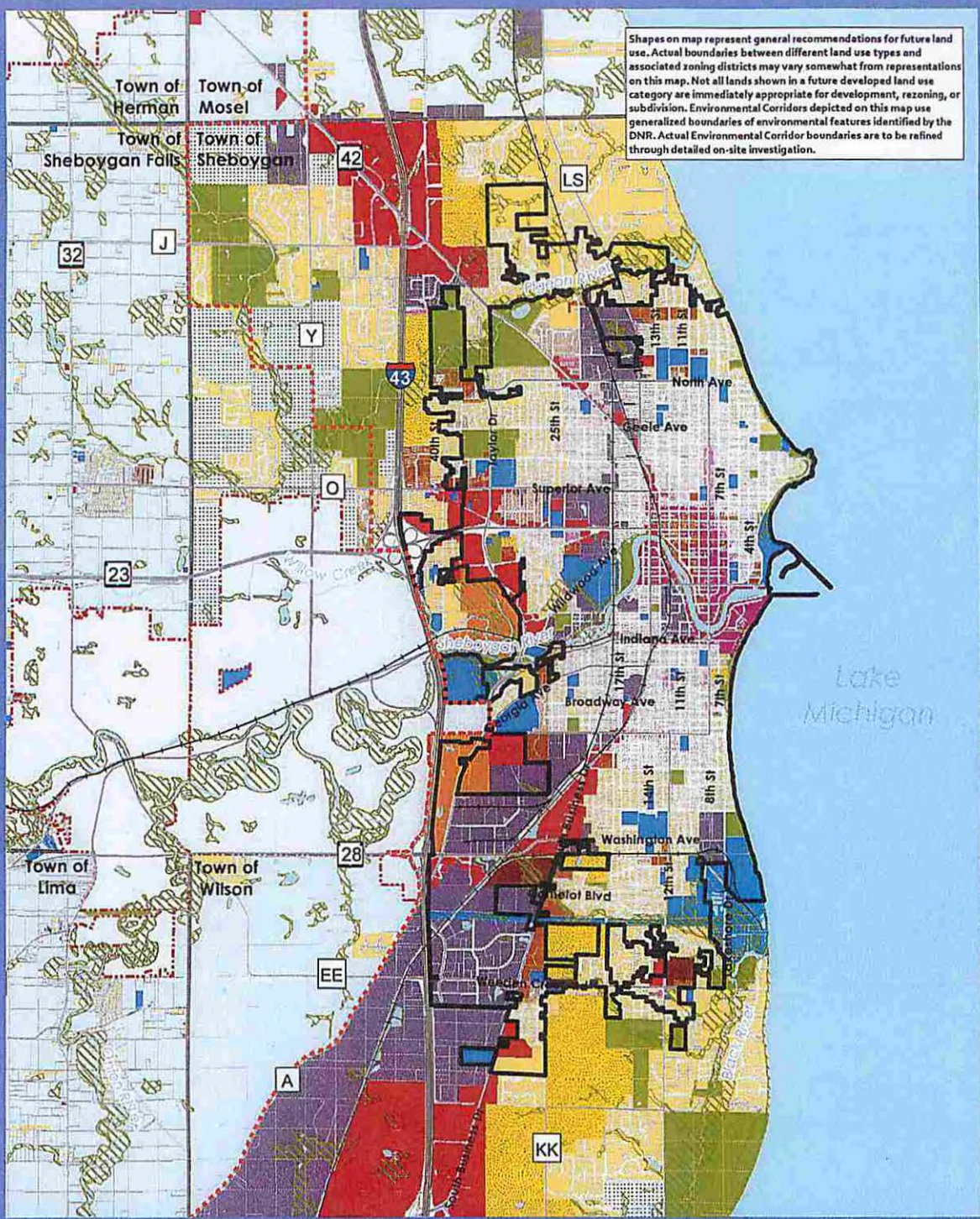
The current City of Sheboygan Comprehensive Plan designates the future land use for Applicant's dental office property as "Community Mixed Use". A copy of the description of the future land use titled "Community Mixed Use" is found at pages 22-23 of the Comprehensive Plan which is attached for your review and consideration. It provides as follows:

This future land use category is intended for community-scale commercial, office, service, and retail uses. Community Mixed Use areas may also accommodate some multi-family residential development, primarily within large, mixed-use buildings. Depending on the use, the City's Suburban Commercial SC, Suburban Office SO, Urban Commercial UC, Mixed Residential MR-8 and Urban Residential UR-12 are the most appropriate zoning districts to implement this future land use category.

The current dental office and proposed office expansion is consistent and compatible with community-scale commercial and office use as described by the "Community Mixed Use" district of the Comprehensive Plan. Therefore, applicant seeks an amendment to the Comprehensive Plan and a rezoning of 2.185 acres of land to Suburban Office (SO) to allow the proposed dental office expansion to occur.



Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.



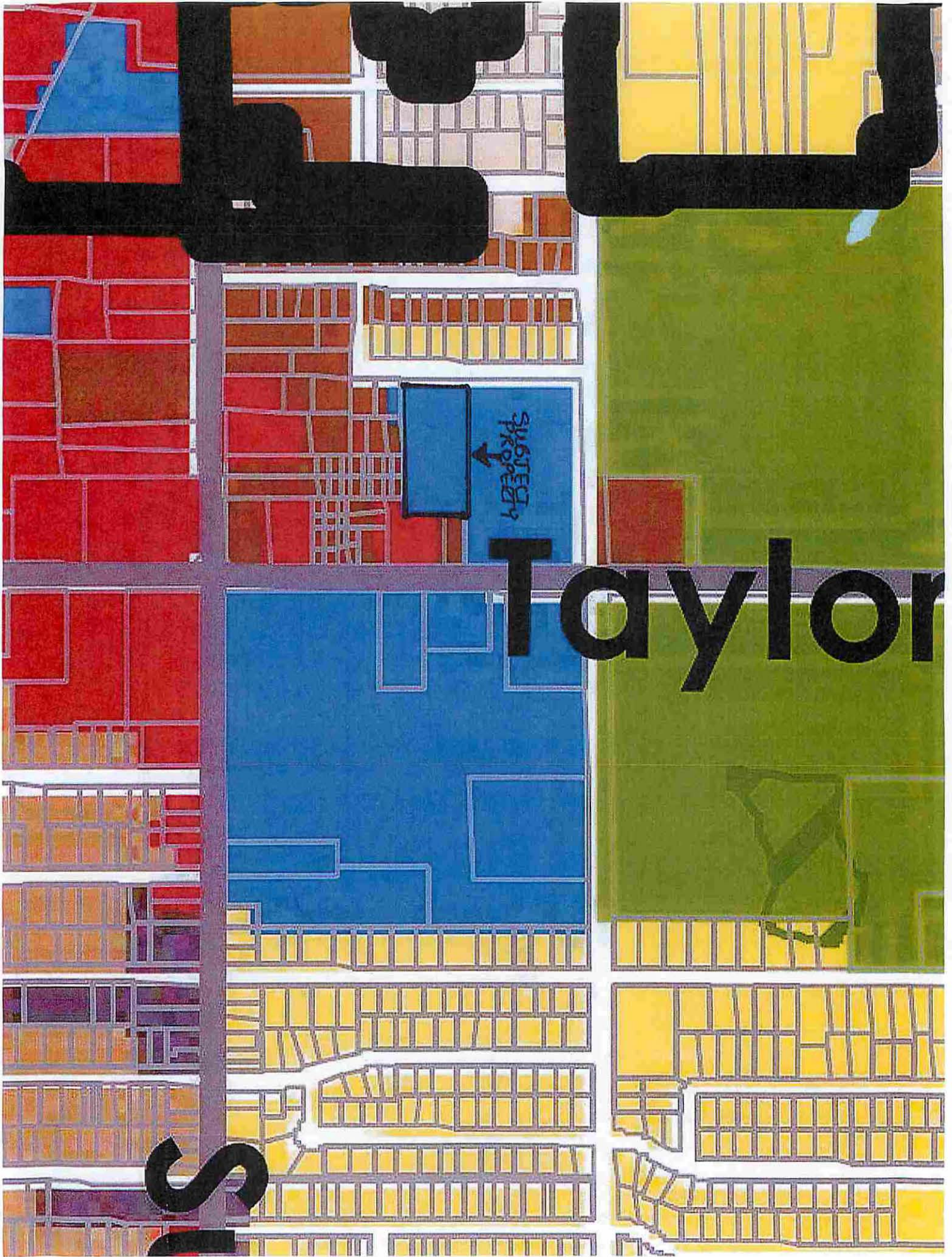
Map 2-1 Future Land Use City of Sheboygan Comprehensive Plan

- |   |                           |  |
|---|---------------------------|--|
| City of Sheboygan Municipal Boundary            | Agricultural/Rural        | Community Mixed Use                    |
| Other City or Village Municipal Boundaries      | Single Family Residential | Central Mixed Use                      |
| Town Boundaries                                 | Neighborhood Preservation | Institutional and Community Facilities |
| City of Sheboygan Extraterritorial Jurisdiction | Two Family Residential    | Employment                             |
| Major Road                                      | Multi Family Residential  | Public Parks and Open Space            |
| Interstate                                      | Mobile Home Park          | Town Development Area                  |
| Railroad  | Planned Neighborhood      | Environmental Corridor                 |
| Water   | Neighborhood Mixed Use    |  |
|   | Office Park               |  |

0 0.25 0.5 1 Miles



Adopted: 12/5/2011  
 VANDEWALLE & ASSOCIATES INC.  
 PLANNING, ENGINEERING, ARCHITECTURE  
 Data Sources: City of Sheboygan, DNR, V&A, Bay Lake RPC, Sheboygan County



**Taylor**

**S**

### *Office Park*

This future land use category is intended for high-quality office, institutional, and research land uses with generous landscaping and limited signage. The ACUITY Insurance corporate campus and the Willow Creek Business Park are mapped in this future land use category. The City's Suburban Office SO zoning district is the most appropriate zoning district to implement areas mapped under this future land use category.

1. Market these areas for technology, research, and development uses; corporate and professional offices; and private institutional uses like medical centers.
2. Limit warehousing, assembly and manufacturing uses in the Office Park designation unless the site is specifically designed to blend within an office/research setting.
3. Adhere to very high quality site and building design guidelines and to local ordinances on other aspects of those projects like signage, landscaping, and lighting.
4. Require that all projects submit and have approved detailed building elevations and site plans, showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting prior to development approval.



### *Community Mixed Use*

This future land use category is intended for community-scale commercial, office, service, and retail uses. Community Mixed Use areas may also accommodate some multi-family residential development, primarily within large, mixed-use buildings. Depending on the use, the City's Suburban Commercial SC, Suburban Office SO, Urban Commercial UC, Mixed Residential MR-8 and Urban Residential UR-12 are the most appropriate zoning districts to implement this future land use category.

1. Require that all proposed business projects submit a detailed site plan including building elevations, proposed location of the building(s), parking, storage, loading, lighting, landscaping, grading, and stormwater management prior to development approval.
2. Delay rezoning any area designated for Community Mixed Use development until public sanitary sewer and water service is available, and a specific development or redevelopment proposal is offered for a site. Existing parcels zoned and/or used for industrial purposes (as of the date of Plan adoption) may continue in that zoning district or use.
3. Consider the relationship between development in the Community Mixed Use areas, and existing and future development near these sites. Avoid inhibiting future access to sites behind commercial properties and creating an unattractive appearance which will hinder future development of these sites.



### *Central Mixed Use*

Downtown Sheboygan is intended to remain the civic, social, and commercial hub of the community. The Central Mixed Use future land use category is mapped over the historic downtown area. This category is intended for a mix of retail, commercial service, office, resort, government, institutional, and residential (mainly upper stories) uses arranged in a pedestrian-oriented environment with on-street parking; minimal building setbacks; and building designs, materials, placement, and scale that are compatible with the character of existing development. The City's Central Commercial CC zoning district is most appropriate for areas in this future land use category.

1. Continue to collaborate with the Sheboygan County Economic Development Corporation, Chamber of Commerce, Redevelopment Authority, Downtown BID, businesses, the development community, and other economic development entities to implement the recommendations of the Harbor Centre Master Plan.
2. Preserve the architectural and historic character of the core downtown historic buildings.
3. Encourage commercial developments that are most appropriate for the historic downtown to locate or remain there, rather than in other commercial districts in the City.
4. Promote the expansion, retention, and upgrading of specialty retail, restaurants, resorts, financial services, offices, professional services, and community uses through marketing, investment and incentive strategies.
5. Promote residential land uses on upper floors to fill housing needs for young professionals and others seeking residency in a vibrant, downtown setting.
6. Take actions to discourage and prevent downtown blight, promote area stability, and reduce building vacancy.

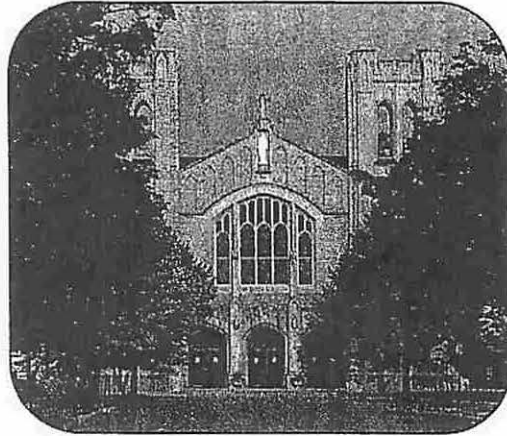


### *Institutional and Community Facilities*

This future land use category is designed to facilitate large-scale public buildings, schools, religious institutions, power plants and substations, water utility, wastewater treatment plants, hospitals, and special care facilities. Future small-scale institutional uses and community facilities may also be located in areas planned for residential, commercial, office, industrial, mixed uses, while larger-scale institutional uses should generally be avoided in planned residential or Planned Neighborhood areas. Institutional and community facilities are permitted in the City's non-residential districts and are allowed as conditional uses in residential zoning districts.

1. Require detailed site and operation plans before new or expanded institutional uses are approved.

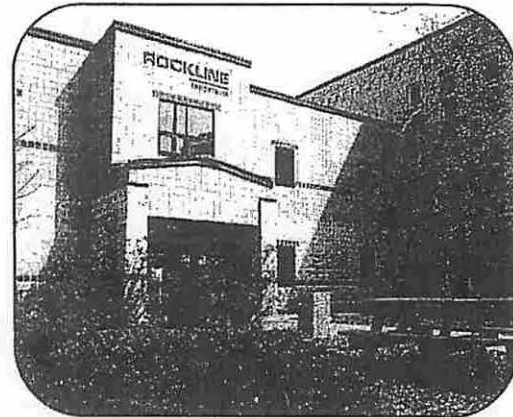
2. Consider the impact on neighboring properties before approving any new or expanded institutional use.
3. Continue to work with the Sheboygan School District, private education providers, Lakeland College, Lakeshore Technical College, and UW-Sheboygan to coordinate uses and activities on college- and district-owned land, and to collaborate on issues of mutual concern.
4. Encourage collaboration among various City departments, and other providers of City services, on accommodating future service needs.
5. Encourage the adaptive reuse of vacant and/or underutilized buildings and properties.



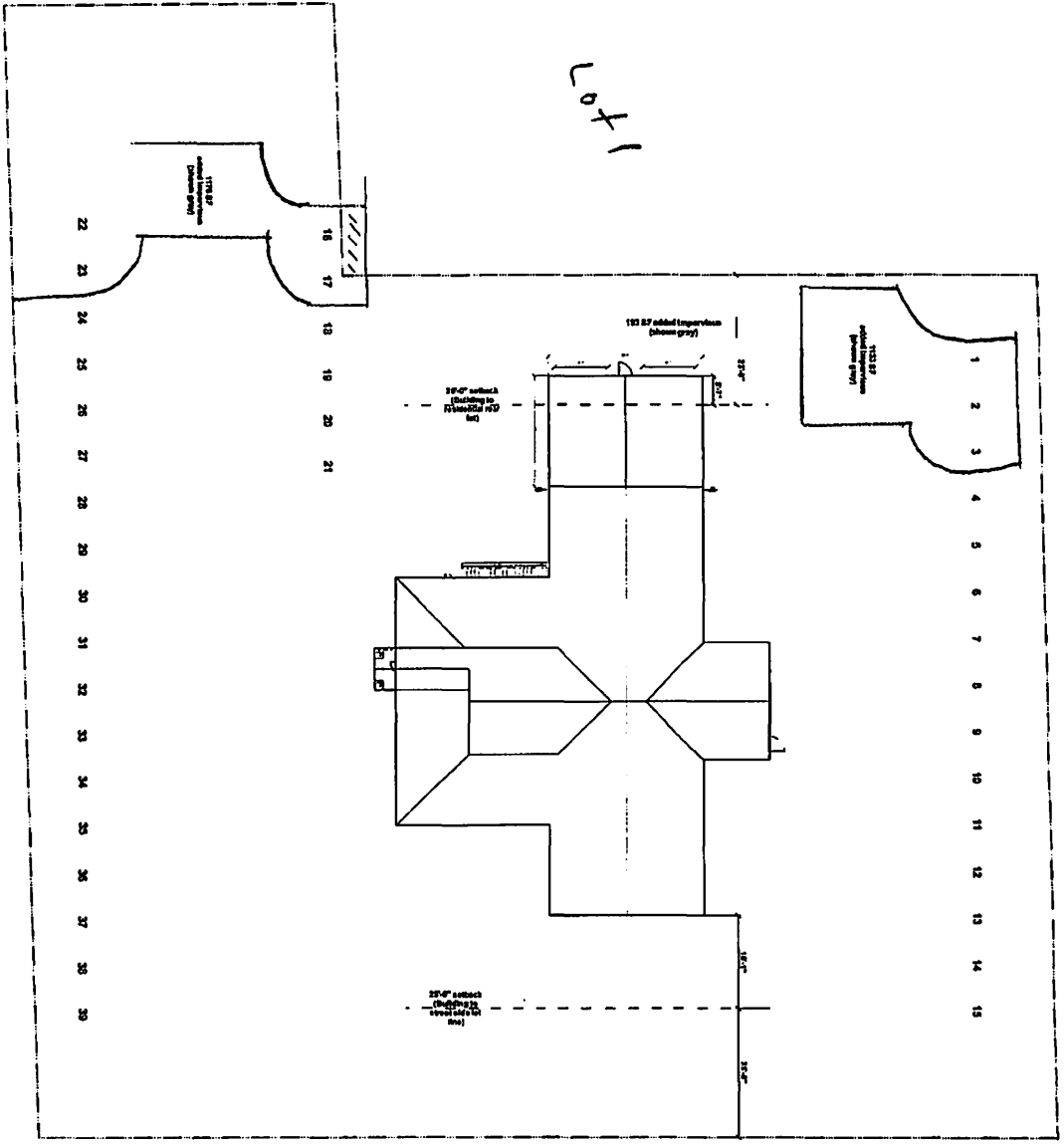
### *Employment*

This future land use category is intended to accommodate high-quality office, research and development, light indoor manufacturing, data processing, and other jobs-focused uses. This group of categories also encompasses support uses for office and business parks, such as banks and child care centers. Employment focused areas are mapped on the Future Land Use Map in the City's existing and future office and industrial parks, along rail corridors, and along the south Interstate 43. The City's Suburban Industrial SI, Urban Industrial UI, and Suburban Office SO zoning districts are appropriate to implement this future land use category.

1. Encourage the use of high quality building materials, improved window treatments, high-quality loading and storage screening devices and landscaping.
2. As opportunities for reinvestment and redevelopment occur, improve the appearance of building facades exposed to the public view, including loading docks and storage areas.
3. Ensure that future employment development is appropriately buffered from existing and planned residential development areas.
4. Rezoning areas designated for employment development may be considered provided public sanitary sewer and water service is ensured and the City has approved an overall conceptual development plan and covenants.
5. Adhere to adopted site and building design guidelines for industrial projects, and ordinances on other aspects of those projects like signage, landscaping, and lighting.
6. Require that for all projects in Employment areas, detailed building elevations and site plans showing the proposed locations of the building(s), parking, storage, loading, signage, landscaping, and lighting are submitted and approved prior to development approval.



1 Site Plan  
 1/8" = 30' x 1/4"



**TRK**  
**WVA**

The TRK Group, Inc.  
 1801 17th Avenue, Suite 200  
 Everett, WA 98201  
 Phone: 425.337.7244  
 Fax: 425.337.7244  
 Website: www.trkgwa.com

**PROJECT**  
**Bistan Dental**

**Address & Parcel**  
 421 1st Ave, Suite 100  
 Everett, WA 98201

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_  
 SHEET NO: \_\_\_\_\_

DATE: January 20, 2017  
 TIME: 11:00 AM  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 PROJECT NO: 218916.00  
 SHEET NO: \_\_\_\_\_

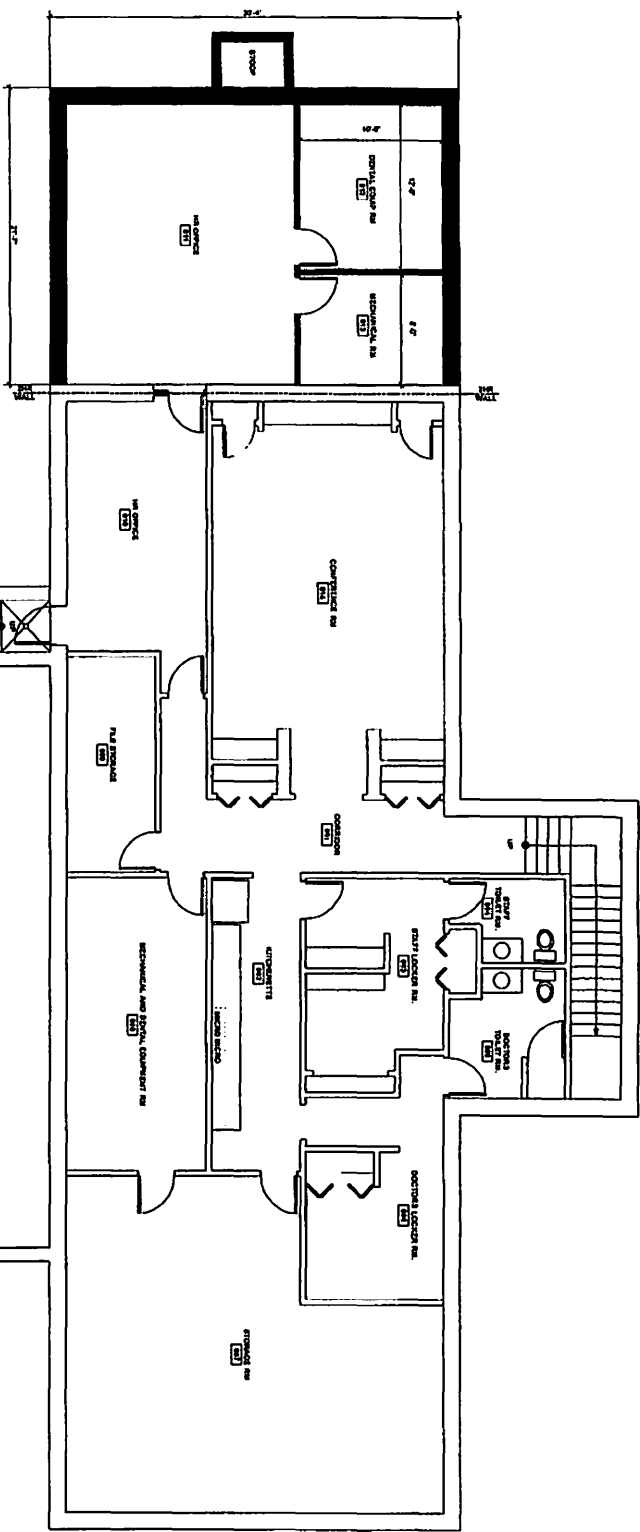
**Site Plan**

**C1.0**



The Tuckett-Walsh Group, Inc.  
 10000 W. 10th Avenue  
 Suite 100  
 Greenwood, WI 53017  
 P 262.577.4000 F 262.577.2644  
 www.tkw.com

**Bistan Dental**  
 Addition & Renovation  
 4611 West Loop Drive  
 Brookfield, WI 53005



1 Lower Level Plan  
 A1.0 Scale: 1/8" = 1'-0"

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

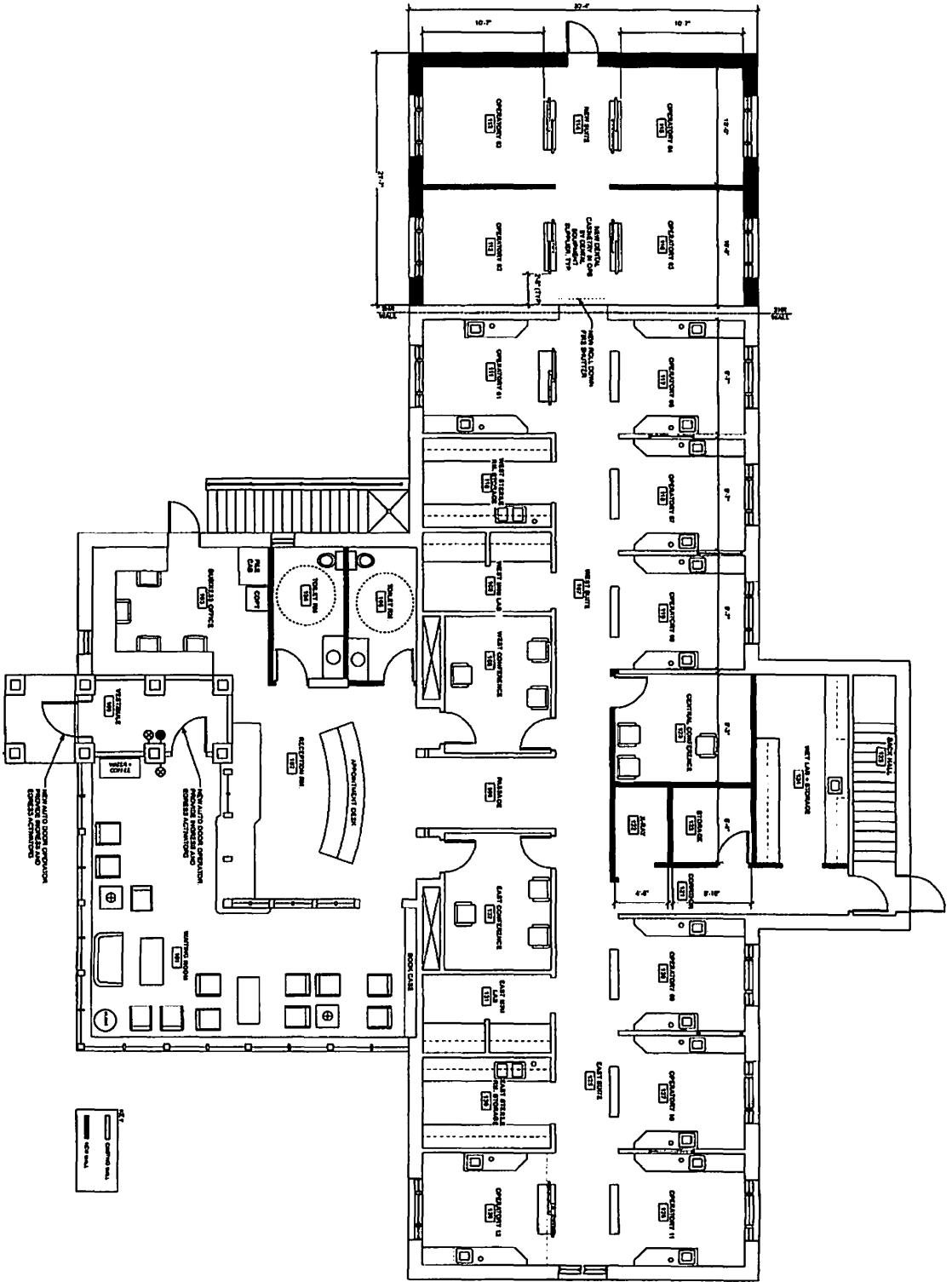
DATE: 01.20.17  
 PROJECT: BISTAN DENTAL  
 4611 WEST LOOP DRIVE  
 BROOKFIELD, WI 53005

DATE: January 20, 2017  
 PROJECT: BISTAN DENTAL  
 4611 WEST LOOP DRIVE  
 BROOKFIELD, WI 53005

**Lower Level  
 Plan**

**A1.0**

1 Upper Level Plan  
 AS3 Scale 1/8" = 1'-0"



The National Veterinary Associates, Inc.  
 10000 Old Columbia Road, Suite 100  
 Columbia, MD 21046  
 Phone: 410-326-7200 Fax: 410-326-7201  
 www.nva.org

Assistant & Receptionist  
 401 West New Center  
 Annapolis, MD 21401

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

DATE: January 20, 2017  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NUMBER: 218916300  
 SHEET TITLE: Upper Level Plan

**A1.1**



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 171547

License No: 0000

Date: 10/12/2017

Received By: MMD

Received From: ROBUSTAN LLP

Memo: ZONING MAP AMENDMENT

Method of Payment: \$200.00 Check No. 1042

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**II**

R. O. No.       - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting a communication from Axley Brynelson, LLP, on behalf of Wilson Land Holdings, LLC, along with a Petition for Direct Annexation by Unanimous Approval.

*City Plan*

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



AXLEY BRYNELSON, LLP

• • • • •

GREGORY C. COLLINS  
gcollins@axley.com  
608.283.6749

November 14, 2017

**FEDERAL EXPRESS**

The Honorable City Council of the City of Sheboygan  
c/o City Clerk  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

Re: Wilson Land Holdings, LLC  
Our File: 9664.68710

Dear Clerk:

Please be advised that we represent Wilson Land Holdings, LLC, James Zemezouak and Kevin Dretzka (the "**Owners**"). On behalf of the Owners, we are filing a "Petition for Direct Annexation by Unanimous Approval." The Petition is being filed pursuant to Sec. 66.0217(2), Wis. Stats.

If you have any questions, please advise.

Sincerely,

AXLEY BRYNELSON, LLP



Gregory C. Collins

GCC:mah

Enclosure

F:\EAFDATA\9664\68710\02433257.DOC

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL**

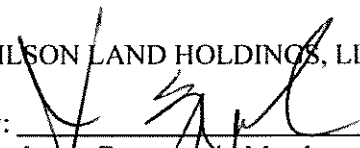
TO: The Honorable City Council of the City of Sheboygan  
 c/o City Clerk  
 828 Center Avenue, Suite 100  
 Sheboygan, WI 53081

Wilson Land Holdings, LLC, James Zemezouak, and Kevin Dretzka (collectively, the "**Petitioners**") hereby respectfully petition the City Council of the City of Sheboygan, Sheboygan County, Wisconsin, pursuant to §66.0217(2) of the Wisconsin Statutes, for the direct annexation to the City of Sheboygan, Sheboygan County, Wisconsin (the "**City**"), and the detachment from the Town of Wilson, Sheboygan County, Wisconsin (the "**Town**"), of the territory described in the attached Exhibit A (the "**Territory**").

In support of this petition, the Petitioners allege and represent the following:

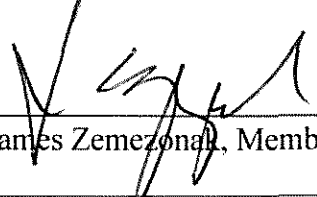
1. The Petitioners are the owners of all the land within the Territory.
2. There are no electors residing in the Territory and the population of the Territory is zero.
3. The purpose of this petition for direct annexation of the Territory to the City is to obtain the benefits to be derived from owning land located within the limits of the City, including, but not limited to having access to municipal services. The Petitioners believe it to be in their own best interests and the best interests of the affected communities to have the Territory annexed to the City.
4. The Territory is contiguous to the City.
5. The legal description of the Territory is as set forth on Exhibit A, and a scale map which reasonably shows the boundaries of the Territory is attached to this Petition as Exhibit B.
6. The filing of this Petition was duly authorized by the undersigned, and may be signed in counterparts, which when taken together shall have the same effect as if all signatures appeared on a single instrument.

Dated: November 14, 2017.

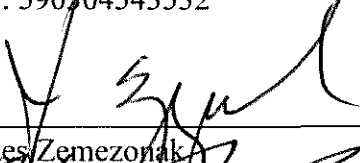
ELECTORS	OWNERS
None.	Stahl Road Sheboygan, WI 53081 PIN: 59030458974 PIN: 59030458975 PIN: 59030458976 PIN: 59030459071  WILSON LAND HOLDINGS, LLC  By:  James Zemezouak, Member

South Business Drive  
Sheboygan, WI 53081  
PIN: 59030459142  
PIN: 59030459145

WILSON LAND HOLDINGS, LLC

By:   
James Zemezonalak, Member

No Street Address  
PIN: 590304543532

  
James Zemezonalak

  
Kevin Drezka

## EXHIBIT A

### Legal Description

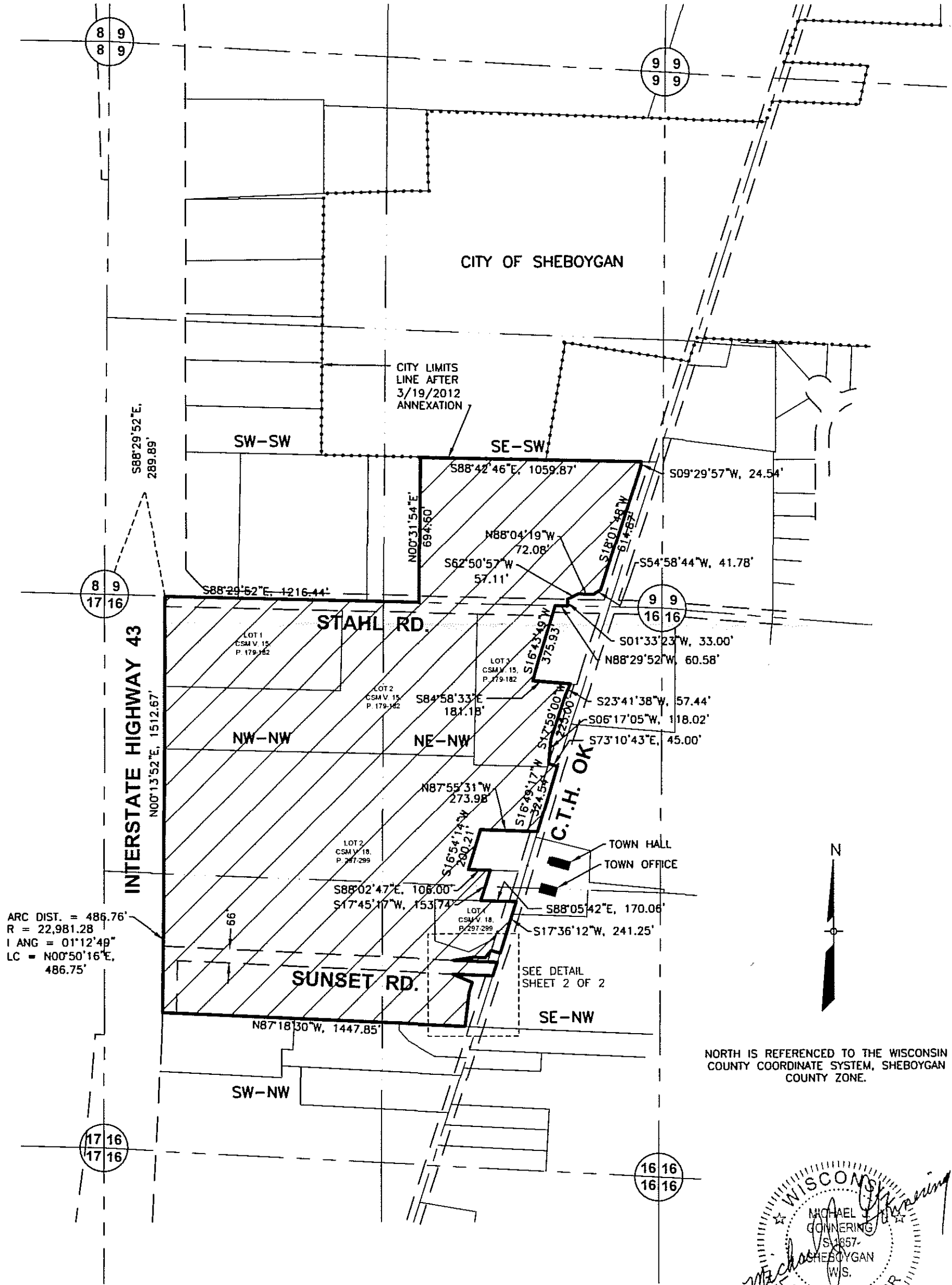
Part of the SE 1/4 of the SW 1/4 of Section 9, part of the NE 1/4 of the NW 1/4 of Section 16, part of the NW 1/4 of the NW 1/4 of Section 16, part of the SW 1/4 of the NW 1/4 of Section 16, and part of the SE 1/4 of the NW 1/4 of Section 16, all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the northwest corner of said Section 16; thence S88°29'52"E, along the north line of the NW 1/4 of said Section 16, 289.89 feet to the Point of Beginning of this description; thence continuing S88°29'52"E, along said north line of the NW 1/4, 1216.44 feet; thence N00°31'54"E, 694.60 feet to the north line of the South 1/2 of the South 1/2 of the SW 1/4 of said Section 9; thence S88°42'46"E, along said north line, 1059 feet; thence S09°29'57"W, 24.54 feet; thence S18°01'48"W, 614.87 feet; thence S54°58'44"W, 41.78 feet; thence N88°04'19"W, 72.08 feet; thence S62°50'57"W, 57.11 feet to the north right-of-way line of Stahl Road; thence S01°33'23"W, 33.00 feet to the north line of the NW 1/4 of said Section 16; thence N88°29'52"W, along said north line, 60.58 feet to the northeast corner of Lot 3 of a Certified Survey Map in Volume 15 of Certified Survey Maps, Pages 179-182; thence S16°43'49"W, along the east line of said Lot 3, 375.93 feet to an angle point; thence S84°58'33"E, 181.18 feet; thence S23°41'38"W, 57.44 feet; thence S17°59'00"W, 225.00 feet; thence S06°17'05"W, 118.02 feet to the west right-of-way line of C.T.H. "OK"; thence S73°10'43"E, 45.00 feet to the centerline of C.T.H. "OK"; thence S16°49'17"W, along said centerline, 324.54 feet; thence N87°55'31"W, 273.98 feet; thence S16°54'14"W, 200.21 feet; thence S88°02'47"E, 106.00 feet; thence S17°45'17"W, 153.74 feet; thence S88°05'42"E, 170.06 feet to the centerline of C.T.H. "OK"; thence S17°36'12"W, along said centerline, 241.25 feet to an angle point in said centerline; thence S17°52'15"W, along said centerline, 16.95 feet; thence N72°07'45"W, 45.00 feet to the west right-of-way line of C.T.H. "OK"; thence S41°01'34"W, 46.00 feet; thence N86°31'36"W, 50.00 feet; thence S81°13'58"W, 102.33 feet to the north right-of-way line of Sunset Road; to the centerline of C.T.H. "OK"; thence S87°06'13"E, along said right-of-way line 210.12 feet to the centerline of C.T.H. "OK"; thence S17°52'15"W, along said centerline, 68.18 feet; thence N87°06'13"W, 192.15 feet along the south right-of-way line of Sunset Road; thence S66°10'51"W, 101.19 feet; thence S17°49'58"W, 50.00 feet; thence S06°31'22"W, 152.97 feet; thence S17°49'58"W, 12.35 feet to the south line of the North 1/2 of the South 1/2 of the NW 1/4 of said Section 16; thence N87°18'30"W, 1447.85 feet to the east right-of-way line of Interstate Highway "43", said point being on the arc of a curve to the left, having its radius point bearing westerly, 22,981.28 feet; thence northerly 486.76 feet along the arc of said curve, the long chord of which bears N00°50'16"E, 486.75 feet to the end of said curve; thence N00°13'52"E, along said east right-of-way line, 1512.67 feet to the Point of Beginning and the end of this description.

Containing 93.872 acres of land, 87.803 acres of which is exclusive of road right-of-way.

# PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.  
TOWN OF WILSON, SHEBOYGAN COUNTY, WI  
NOVEMBER, 2017



WISCONSIN  
MICHAEL J. GONNERING  
S1857-  
SHEBOYGAN  
WI.  
LAND SURVEYOR

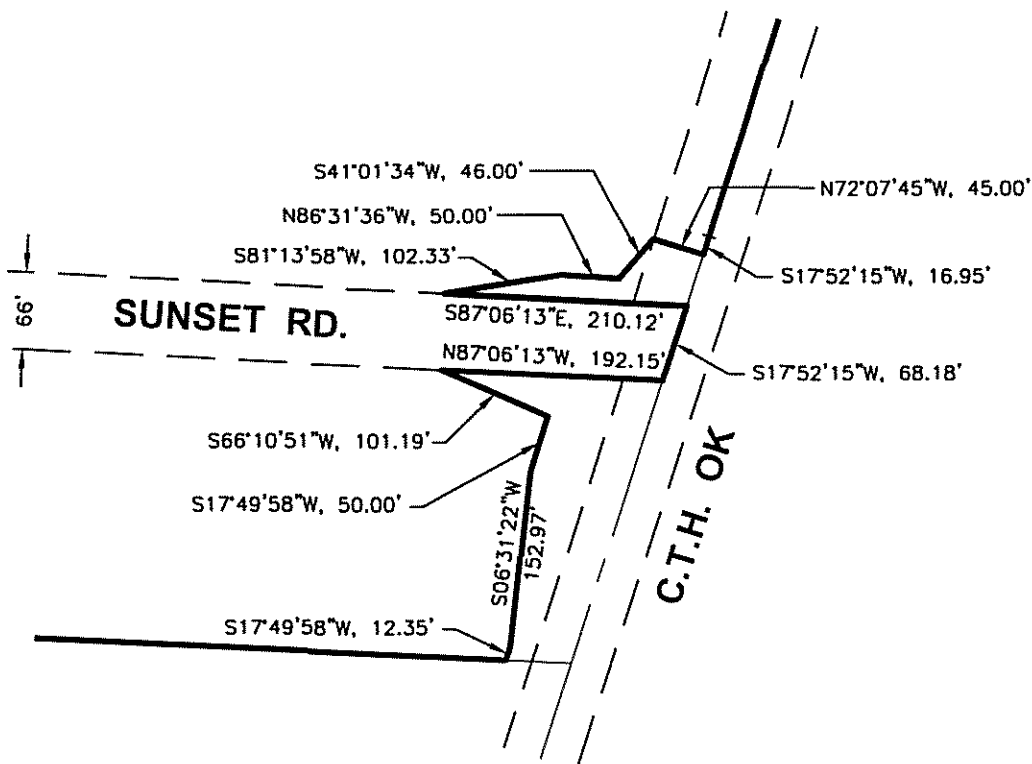
# PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.  
TOWN OF WILSON, SHEBOYGAN COUNTY, WI  
NOVEMBER, 2017



NORTH IS REFERENCED TO THE WISCONSIN  
COUNTY COORDINATE SYSTEM, SHEBOYGAN  
COUNTY ZONE.

## DETAIL



## DESCRIPTION OF PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

Part of the SE 1/4 of the SW 1/4 of Section 9,  
part of the NE 1/4 of the NW 1/4 of Section 16,  
part of the NW 1/4 of the NW 1/4 of Section 16,  
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and part of the SE 1/4 of the NW 1/4 of Section 16,  
all in Township 14 North, Range 23 East, Town of Wilson,  
Sheboygan County, Wisconsin, being more particularly  
described as:

Commencing at the northwest corner of said Section 16;  
thence S88°-29'-52"E, along the north line of the NW 1/4 of  
said Section 16, 289.89 feet to the Point of Beginning of this  
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thence continuing S88°-29'-52"E, along said north line of the  
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line of Interstate Highway "43", said point being on the arc  
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Containing 93.872 acres of land, 87.803 acres of which is  
exclusive of road right-of-way.

Description by: Michael J. Gonnering, AECOM  
Technical Services, Inc.  
November 08, 2017



2985 S. RIDGE ROAD  
SUITE B  
GREEN BAY, WI 54304  
920-468-1798



III

Res. No. 94 - 17 - 18 . By Alderpersons Donohue and Bohren.  
November 20, 2017.

A RESOLUTION authorizing entering into an agreement with Ruckert Mielke for final design and bidding documents related to the expansion of the Sheboygan Business Center.

WHEREAS, in order to complete the final design and prepare the bidding documents by early February, the suspension of the rules is necessary. The goal is to start the bidding process before some large projects related to the FoxConn project start to receive the best construction pricing for the work. Construction would happen during the 2018 construction season with the goal of completing the construction in Spring of 2019, to allow for sale of land for development to start.

WHEREAS, the fees associated with final design are eligible under the Tax Incremental District.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Ruckert Mielke for \$791,562 and draw orders on Account Number 428661100-521900 in payment of same.

\_\_\_\_\_  
\_\_\_\_\_

*Suspended  
Bohren /  
Res. Pass  
Bohren*

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

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

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

November 6, 2017

Mr. Chad D. Pelishek  
Director of Planning & Development  
Department of City Development  
City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081-4442

RE: Sheboygan Business Center Expansion  
Proposal for Professional Engineering Services  
Final Design & Bidding Documents

Dear Mr. Pelishek:

Ruekert & Mielke, Inc. is pleased to submit our proposed scope and associated costs for the final design and Bidding Documents for the construction of the expansion of the City's existing Business Center.

We have recently completed the preliminary engineering of the expansion from the existing Business Center on the north extending south to just north of the CTH V interchange. We also spent a considerable period of time analyzing the existing sanitary sewerage system between this location and the City's Regional Waste Water Treatment Facility. Part of this analysis is still ongoing awaiting the results of the flow monitoring of the existing system to determine its remaining capacity if any.

Meanwhile, the next task is to complete the final design and permitting for the construction of the improvements on the lands the City currently owns or has control of (approximately 156 acres) along with the preparation of Bidding Documents with the goal of bidding that work in early Spring of 2018 and beginning construction shortly thereafter.

The area for this first phase of construction is shown on the attached map.

### **SCOPE OF SERVICES**

Based upon our preliminary engineering work and our experience with similar projects, we have prepared the following list of tasks:

#### **Geotechnical Investigation**

Soil borings will be completed throughout the project limits to determine the various soil types and characteristics. Since portions of the project will involve grade changes in excess of 25 feet, it is very important to determine the soil properties beforehand, so the final

Mr. Chad D. Pelishek  
City of Sheboygan  
November 6, 2017  
Page 2

graded project will be suitable and ready for development. Items such as soil types, moisture content, compressibility and workability are very important to know before grading begins so that the project specifications can be written appropriately.

In addition to the soil borings, test pits will be excavated in several locations to assist in classifying the existing soils. A detailed geotechnical report will be prepared for use by our project designers in their work. This investigative work will include deep borings in the areas of the two storm water detention ponds to determine the soil conditions in those areas.

As part of this geotechnical investigation, we will perform a Phase I Environmental Site Assessment (ESA) of the entire project area. The purpose of this assessment is to assist the City in developing information to identify recognized environmental conditions. This is done through the review of historical records, regulatory agency records, title reports and on-site property reconnaissance. This assessment is very important for both the City's use and for future buyers/developers. If something of concern is detected, further detailed evaluation outside of this scope may be warranted and recommended.

### **Site Grading**

The preliminary grading plan that was completed in the previous design effort will be modified and completed to cover only those properties contained within the proposed construction. Grading contours will be designed to blend in with existing ground elevations at or near the project limits with care being taken to prevent the creation of additional drainage issues on adjacent properties. The goal of the final grading plan is to have a balanced site where the extent of grading cuts equals the amount of grading fills. This task is a challenge on a site of this size.

The final grading plan will be coordinated with the street and utility designs and the drainage design.

### **Sanitary Sewerage System**

We will complete the design of the sanitary sewerage system within the proposed Business Center expansion including final flow determination, pipe sizing, direction, and placement. We will coordinate the connection of this internal system to the existing sanitary sewerage system on CTH OK and recommend the best methodology for either upsizing this existing system or placement of an additional parallel sanitary sewer from Stahl Road north. This potential parallel sanitary sewer in CTH OK will extend north to either Behrens Parkway or some location south of that point. This decision will depend upon the outcome of the on-going flow metering of the two existing sanitary interceptor sewers between CTH OK and the Town of Wilson Pump Station #1 on Lakeshore Drive.

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City of Sheboygan  
November 6, 2017  
Page 3

The scope of this proposal does NOT include any design of any sanitary sewers between CTH OK and the existing Town of Wilson Pump Station #1. The extent of that work is unknown at this time and will be handled as an amendment to this proposal when those details are determined.

The internal sanitary sewerage system location and elevations will be coordinated with the proposed internal street layout and profile.

### **Town of Wilson Pump Station #1 Upgrade**

Due to the increase in flows to the existing sewage pump station on Lakeshore Drive generated by the expansion of the Business Center, it is necessary to increase the capacity of the existing pump station and the associated force main between the pump station and the City's Regional Waste Water Treatment Facility. As part of this upgrade in capacity, the existing sewage pumps, valves, and piping within the pump station will be replaced and increased in size. The electrical service within the pump station will be upgraded and the existing emergency generator will be replaced with a new one of size sufficient to accommodate the increased capacity sewage pumps. Due to the increased pump sizes, it will be necessary to analyze the structural capacity of the existing floor in the pump station to determine its adequacy to support the increased weight of the larger pump motors. The existing pump station control system will be analyzed, and upgrades designed as required.

To maintain the pump station operation during construction of the improvements to the pump station, a new parallel force main from the pump station to the connection to the existing gravity sewer near the City's Regional Waste Water Treatment Facility will be designed to allow proper flow transition into the plant.

### **Storm Sewer System**

We will prepare a storm water management plan report for the entire Business Center Expansion. This report will serve as a basis for the final design of the internal storm sewerage system and include the location and sizing of both the permanent and temporary storm water management ponds needed due to phased construction. The storm water management plan will address both water quantity and quality requirements.

Most of the final site grading has the expanded Business Center draining toward the east (towards CTH OK). Therefore, the internal drainage system, including the storm water ponds, will be located, and sized appropriately to coordinate with the existing downstream cross culverts under CTH OK. This report will also serve as the basis for the application to the Wisconsin Department of Natural Resources for grading and storm water permits for the project.

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City of Sheboygan  
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The design of the storm drainage system will comply with the City's existing ordinances and also provide, to the extent possible, for the infiltration of the stormwater from the front of the future developed lots within the expanded Business Center. This collection and infiltration from the future developed lots through the use of swales and collection facilities will decrease the amount of storm water runoff from the area.

The internal storm water sewerage system location and elevations will be coordinated with the proposed internal street layout and profile.

### **Street Design**

The proposed street system final design will be completed using the Typical Street Section determined during the Preliminary Design. This will include the design of the final horizontal and vertical alignment of the streets and the coordination with the final grading and drainage plans. This work will also include the design of the intersections with CTH OK at Stahl Road and Sunset Road as well as a new intersection with CTH OK at the north end of the project including acceleration and deceleration lanes. We will review the intersection designs with Sheboygan County and apply for the necessary permits for construction.

The Typical Section also includes the design of a path along one side of the proposed streets and a storm water swale complex within the street right of way as part of the expanded Business Center's Green Infrastructure initiative. In addition, two roundabouts (one at the north end and one at the south end) will be designed with associated details. We will prepare a pavement marking plan for the entire street system.

### **Street Lighting Design**

A street lighting system will be designed based upon the use of City standard light fixtures and poles currently used in other areas of the City. Fixtures will be placed along the path side of the Typical Section to provide lighting for both the street and the path. Fixtures will also be placed appropriately around the roundabouts. Engineering services will include electric utility services coordination, pole and base installation details, lighting control panels design, photometric calculations coordination and all associated underground conduit and wiring infrastructure design.

### **Water Main Design**

We will complete the design of the internal water main system including hydrant and valve spacing for review by the Water Utility. Water mains will be sized according to information previously provided by the Water Utility. Hydrant leads will provide for a possible future connection for future users according to the detail previously provided to the Water Utility. We are assuming that the Water Utility will provide us with flow details based upon

Mr. Chad D. Pelishek  
City of Sheboygan  
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Page 5

their existing water system model for our use in submitting the proposed water system to DNR for approval.

The water main design will be coordinated with the Water Utility's design of a new water tower within the Business Center expansion.

In addition, we will design a water main extension in CTH OK from its present terminus south to the project limits. The location of the water main in CTH OK will be dependent upon the location of the existing utilities in the CTH OK right of way.

### **Entrance Monument**

We will work with the City to design an entrance sign for Business Center (presumably the Taylor Drive entrance at CTH OK). Our scope will include the graphics for the sign wall, wall sections and elevations, materials selections, lighting fixture selection and location, detailed grading design, native and ornamental planting design, and turf and irrigation selections.

### **Landscaping**

We will prepare a landscaping plan for the area around the one permanent stormwater pond located south of Stahl Road. We will also prepare an appropriate landscaping plan for the center of the two roundabouts if the City desires.

### **Erosion Control Plan**

We will prepare a detailed erosion control plan for the project including appropriate details and specifications. This plan will include temporary ponds and swales to contain and convey runoff during construction until the site is stabilized, and will also be submitted to DNR as part of the project approval submittals.

### **DNR Endangered Species Review**

We will prepare the appropriate forms and accompanying documentation for submittal to DNR for their review. We have included an allowance for the DNR review fees.

### **Wetland Mitigation**

We will apply to the DNR for the necessary permits for the work in the vicinity of the 23 wetland complexes delineated during the preliminary engineering phase. Because of the long lead time for this permitting, we have already started on this item by preparing an Alternatives Analysis and we have scheduled a meeting with the DNR regulators. We have

Mr. Chad D. Pelishek  
City of Sheboygan  
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Page 6

also requested and received a Navigability Determination from DNR (no navigable waterways were found). The DNR review of the proposed work and the subsequent issuance of permits is the critical factor for this project and will dictate when construction work can begin on the site.

Coordination with the U.S. Army Corps of Engineers is also required.

### **Easements**

It will be necessary for the City to obtain easements for portions of the work on this project. Due to the presence of existing utilities in the CTH OK right of way, it will be necessary to locate sections of the new sanitary sewer and water main outside of the right of way onto private property. For this proposal, we have assumed 10 easements will be necessary. We will work with our real estate acquisition subconsultant to acquire the necessary easements following the requirements of Wisc. Stats 236 including the preparation of a Sales Study, property appraisals, negotiations, and submittal of the proposed easements to the City for their review and approvals.

### **Field Survey Work**

To support the above tasks, we will provide the following field survey work:

- a. field verify the accuracy of the previously City-provided topography (a 1-inch discrepancy in topography represents a variance in grading quantities of 60,000 cubic yards so we need to confirm that the existing surfaces we use for the grading design are accurate);
- b. layout soil boring locations for the geotechnical subconsultant;
- c. layout location of sanitary sewer manholes for soil borings;
- d. determine location and elevations of soil test pits;
- e. survey west side of CTH OK from Sunset Road north to Behrens Parkway for sanitary sewer and water main design;
- f. locate private wells on private properties adjacent to the new sanitary sewers to comply with DNR separation distance requirements;
- g. survey existing intersections of Stahl Road and CTH OK, Sunset Road and CTH OK, and Taylor Drive and CTH OK for design purposes;

Mr. Chad D. Pelishek  
City of Sheboygan  
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Page 7

- h. stake boundaries of proposed easements for use by real estate appraiser, negotiator, and property owner;
- i. prepare legal descriptions of up to 10 proposed easements;
- j. prepare easement exhibits of up to 10 proposed easements;
- k. prepare easement acquisition map for use by the City Attorney;
- l. locate existing utilities in CTH OK marked by owners of said utilities;
- m. survey existing Town of Wilson Pump Station #1 site;
- n. survey proposed sewage force main route from Town of Wilson Pump Station #1 to City's Regional Wastewater Treatment Facility;
- o. locate existing utilities in Lakeshore Drive from Town of Wilson Pump Station #1 to City's Regional Wastewater Treatment Facility marked by owners of said utilities.

### **Certified Survey Map**

We will prepare a two lot Certified Survey Map depicting the boundaries of the project and the proposed public rights of way. This Certified Survey Map will serve as the basis for future land divisions as lots are sold by the City. These future land division documents are an Additional Service – the costs of which will be determined at the time of rendering services.

### **Other Permits / Approvals**

We will research and assist the City in applying for the necessary permits for the completion of the project work. Permit fees will be invoiced directly to the City.

### **Bidding Documents Preparation**

We will prepare the final Bidding Documents for the project for use by the City in obtaining public bids. The Bidding Documents will contain detailed administrative and technical requirements for use by prospective bidders in compiling their bids. It is our assumption that the project will be bid in two separate projects – one bid package for the modifications to the Town of Wilson Pump Station #1 and associated force main, and one bid package for the remainder of the work.



Mr. Chad D. Pelishek  
City of Sheboygan  
November 6, 2017  
Page 8

For the City's information, this project has already generated significant interest in the bidding community due to its size and scope.

### **Schedule and Cost Estimate**

Upon completion of this final design, we will prepare a detailed estimated project cost and associated schedule.

### **Project Management and Coordination**

We will provide the necessary project management and coordination for this phase of our work included interaction with City Staff, Elected Officials, Water Utility, Sheboygan County, DNR, utilities and others.

The project management will be provided by and led by Joseph Eberle, P.E. who has been involved with the Business Center expansion since it began. This oversight will provide the City with a single point of contact who will be responsible to the City for the successful completion of the design and preparation of Bidding Documents.

A Utility Coordination Meeting will be scheduled as soon as possible with the existing utilities in the area to advise them of the project, its scope and timing. Based upon the information received at that meeting, we will attempt to coordinate the City's project with any work they plan. We will reconvene the same entities at 90% plan completion to receive any final comments from the utilities prior to preparing the final Bidding Documents.

### **Deliverables**

Upon completion of the above tasks, the City will have all the materials and documentation necessary to proceed with bidding the project.

### **Schedule**

We are prepared to begin the work detailed above as soon as a notice to proceed is issued by the City. It is our intention to have the project ready for bidding in February of 2018 so that work can proceed as soon as possible in the Spring construction season.

This schedule is dependent upon the timing of the City's authorization to us to proceed, and the City obtaining the necessary permits from the various Regulatory Agencies involved.

Mr. Chad D. Pelishek  
City of Sheboygan  
November 6, 2017  
Page 9

### Estimated Fees

Based upon the above outlined Scope of Services, we propose to perform the above Scope of Services at our hourly rates at a cost not to exceed \$791,562.

If this proposal meets with the City's approval, we have enclosed an appropriate Agreement for Professional Services for ratification by the City.

We look forward to working with the City on this very important piece of the City's future.

Please contact me with any questions.

Very truly yours,

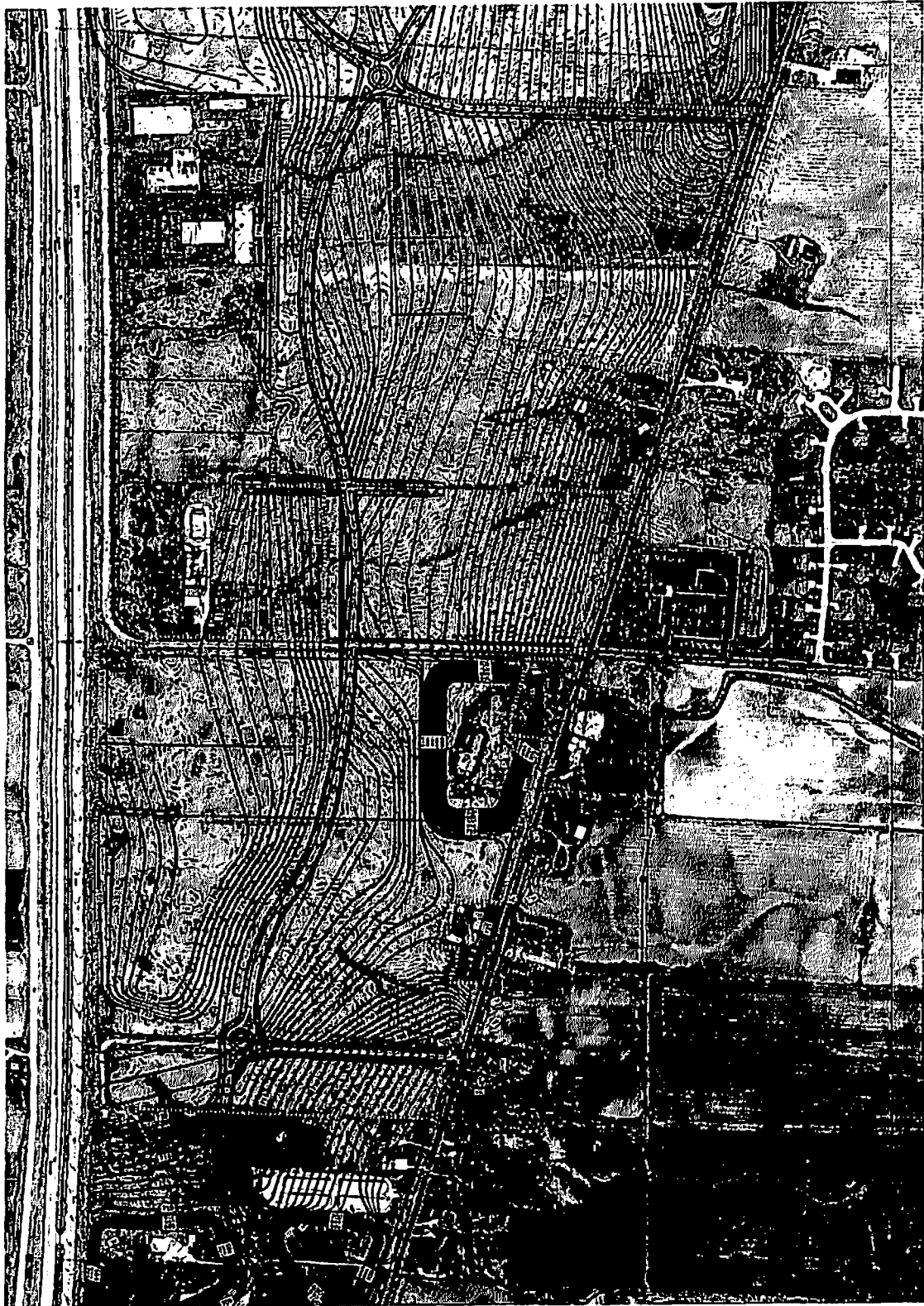
RUEKERT & MIELKE, INC.



Joseph W. Eberle, P.E. (WI, IL, MN)  
Senior Project Manager  
[jeberle@ruekert-mielke.com](mailto:jeberle@ruekert-mielke.com)

JWE:sjs  
Enclosure

cc: File



PROJECT AREA



**Ruekert·Mielke**

1025 1025 Highway Parkway • Phoenix, AZ 85024-1025  
602 944-2700 • Fax 602 944-2701 • www.ruekertmielke.com

**III**

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. November 20, 2017.

A RESOLUTION authorizing the appropriate City officials to sign a document releasing the attached Cooperation Agreement for the Conveyance and Private Development of Land with regard to Phase I of the Portscape Apartments on South Pier while maintaining the provisions in Section 12.

WHEREAS, South Pier Sheboygan, LLC and HCI Properties WI, LLC have completed the work on Phase I pursuant to the Cooperation Agreement for the Conveyance and Private Development of Land dated June 22, 2016; and

WHEREAS, South Pier Sheboygan, LLC and HCI Properties WI, LLC are exercising their option to purchase the property; and

WHEREAS, the Redevelopment Authority of the City of Sheboygan, Wisconsin has already approved the release; and

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately because South Pier Sheboygan, LLC and HCI Properties WI, LLC have completed the work on Phase I, because the developers' bank needs the release signed before completing loan documents, and because the Redevelopment Authority has already approved the release.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute a document releasing the attached Cooperation Agreement for the Conveyance and Private Development of Land with regard to Phase I of the Portscape Apartments on South Pier while maintaining the provisions in Section 12.

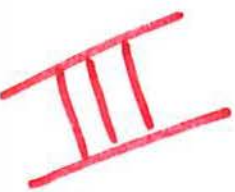
*suspend  
Res pass.*

\_\_\_\_\_

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

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

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



Res. No.     - 17 - 18    . By Alderpersons Donohue and Bohren.  
November 20, 2017.

A RESOLUTION approving the purchase of 3.990 acres of land (parcel number 59030-454531 owned Wisconsin Power and Light on Stahl Road.

WHEREAS, the reason for the suspension of the rules is to allow the City to close on the property before the end of November and to annex the property prior to 12/31/2017.

RESOLVED: That the City of Sheboygan hereby approves the offer to purchase 3.990 acres of land in the amount of \$99,750 and agrees to closes by November 30, 2017.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to purchase the 3.990 acres and draw orders on Account Number 40761100-611100 in payment of same.

*Suspend*  
|  
*Pass*  
|

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON November 2, 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, City of Sheboygan  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] Parcel No. 59030454531 on Stahl Road (3.990 acres)  
6 in the Town of Wilson, County of Sheboygan, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Ninety-nine thousand seven hundred fifty and 00/100  
9 \_\_\_\_\_ Dollars (\$ 99,750.00).

10 ■ EARNEST MONEY of \$ 1,000.00 ~~accompanies this Offer and earnest money of \$ \_\_\_\_\_~~  
11 will be mailed, or commercially or personally delivered within ten days of acceptance to ~~listing broker or~~  
12 ~~Seller~~

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: N/A

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 ■ NOT INCLUDED IN PURCHASE PRICE: N/A

19 \_\_\_\_\_  
20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented  
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: Agricultural  
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
28 running from 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  
30 or before November 17, 2017. Seller may keep the Property on the  
31 market and accept 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  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): \_\_\_\_\_

41 Buyer's recipient for delivery (optional): \_\_\_\_\_

42  (2) **Fax**: fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

44  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: \_\_\_\_\_

50 Delivery address for Buyer: \_\_\_\_\_

51  (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): briancooke@alliantenergy.com

56 E-Mail address for Buyer (optional): chad.pelishak@sheboyganwi.gov

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

69 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (~~see lines 163-187 and 246-278~~) other than those  
65 identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and- \_\_\_\_\_

68 \_\_\_\_\_  
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than November 30, 2017  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and \_\_\_\_\_

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

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

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

84  \_\_\_\_\_

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

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are \_\_\_\_\_

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**  
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**  
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**  
110 **Parties agree this provision survives closing.**

111  **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and  
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

#### 160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 (Definitions Continued on page 5)



189 IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
215 unacceptability.

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
217 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN  
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS  
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
244 deadlines provide adequate time for performance.

**245 DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land; the owner has been assessed a use-value conversion  
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,  
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

307 \_\_\_\_\_

308 \_\_\_\_\_

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308  **CHECK**

327 **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;  
328  other: \_\_\_\_\_

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~  
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_

337 \_\_\_\_\_

338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE:**  electricity \_\_\_\_\_;

341  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  water \_\_\_\_\_;

342  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  other \_\_\_\_\_;

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~

344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other \_\_\_\_\_  **CHECK ALL THAT APPLY**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 ~~■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and \_\_\_\_\_~~

424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ~~■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special  
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are  
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)  
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all  
456 sewer mains and hook-up/connection and Interceptor charges), parks, street lighting and street trees, and impact  
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the  
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for  
471 actual damages.

472 If Seller defaults, Buyer may:

473 (1) sue for specific performance; or  
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and  
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of  
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,  
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building  
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,  
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in  
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's  
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**  
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.  
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported  
502 to the Wisconsin Department of Natural Resources.

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_  
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.  
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).  
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518  **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 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 not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached Addendum A is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
527 \_\_\_\_\_  
528 \_\_\_\_\_  
529 \_\_\_\_\_  
530 \_\_\_\_\_  
531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

536 \_\_\_\_\_ on November 2, 2017

537 (x)  11-21-17  
538 Buyer's Signature  $\blacktriangle$  Print Name Here  $\blacktriangleright$  Michael J. Vandersteen, Mayor Date  $\blacktriangle$

539 (x)  11/21/17  
540 Buyer's Signature  $\blacktriangle$  Print Name Here  $\blacktriangleright$  Susan Richards, City Clerk Date  $\blacktriangle$

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER  
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON  
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x)  11/15/2017  
547 Seller's Signature  $\blacktriangle$  Print Name Here  $\blacktriangleright$  Ted Francois, Real Estate Manager Date  $\blacktriangle$

548 (x) \_\_\_\_\_  
549 Seller's Signature  $\blacktriangle$  Print Name Here  $\blacktriangleright$  \_\_\_\_\_ Date  $\blacktriangle$

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

553 Seller Initials  $\blacktriangle$  Date  $\blacktriangle$  Seller Initials  $\blacktriangle$  Date  $\blacktriangle$

ADDENDUM A

**ADDITIONAL PROVISIONS/CONTINGENCIES**

1. This Offer is contingent upon final approval by the City of Sheboygan Common Council.

2. Buyer will pay all closing costs, as well as the cost of title insurance and the real estate transfer fee.

3. Seller shall convey the Property by Quit Claim Deed.

4. Buyer agrees to grant Seller any easements Seller needs on the Property in the future at no cost.

5. Buyer agrees to sell to Seller a parcel of land (minimum size of two acres) in or near Buyer's proposed business park to be used for a substation site in the future, if needed by Seller, for the same price per acre for which the Buyer is purchasing the subject Property.



III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. November 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Tracked skid steer loader for the Public Works Dept.

WHEREAS: The Public Works Department has included the replacement of a 2003 Model Skid steer loader in the 2017 Capital Improvement Plan. This machine is used to prepare previously paved road surfaces for asphalt repaving as well as snow removal and other chores.

WHEREAS: The Staff has determined that a unit featuring rubber tracks in lieu of tires will enhance stability and traction and further that a unit with higher horsepower and hydraulic flow rates is required to efficiently operate the asphalt planer attachment. The staff has determined that an ASV brand RT 75 loader meets all of their needs

WHEREAS: This manufacturer is listed on the National Joint Powers Alliance (NJPA) relieving the City from the need to issue competitive bids. In addition, the City will trade in the current unit as part of the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Bruggink's Inc. of Oostburg WI for the purchase of an ASV brand RT 75 tracked skid steer loader including freight, set-up, delivery and trade in of the current machine.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$ 54,278.00 on Account # 70136100-641200 in payment of same.

\_\_\_\_\_  
\_\_\_\_\_

*Pub. Wks.*

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

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

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

III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. November 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Floation Docking Systems for replacing the northern section of the floating river docks in the Sheboygan River for \$284,185.00

WHEREAS, the Department of Public Works is waving the competitive bid process due to having prior contracts with Floation Docking Systems for the purchase and installation of replacement boat docks located east of the east of the 8<sup>th</sup> Street Bridge along the south side river in early 2017.

RESOLVED: The appropriate City Officials are hereby authorized to enter into a contract with Floation Docking Systems to replace the existing north river docks in the amount of \$284,185.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #61137110-521900 Boat Facilities Fund 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

III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. November 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Environmental Systems Research Institute, Inc.(ESRI) for geographic information systems (GIS) software and licensing for \$50,420.00. Additional purchases include a Microsoft server and licensing, and a Virtual Machine (VMware) for \$13,966.58.

WHEREAS: The Department of Public Works will be applying for a land information board grant administratively through the county to help offset the cost. This grant is being applied for and is subject to fund availability as well as competing with other agencies for approval.

RESOLVED: The City is hereby authorized to enter into a contract with ESRI for the purchase of a GIS system, and submit a grant for land information modernization.

BE IT FURTHER RESOLVED: The appropriate City Officials are hereby authorized to draw orders on capital improvement account number 40032100-649100.

*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

III

Res. No.           - 17 - 18. By Alderperson Donohue. November 20, 2017.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$4,855,000 WATER UTILITY REVENUE BONDS, SERIES 2018.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$4,855,000 for the public purpose of paying the cost of extensions, additions and improvements to the municipal water utility, including financing an elevated tank (the "Project") and refunding certain outstanding obligations of the City, specifically, the callable maturities of the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 66.0621, Wisconsin Statutes, to borrow money and to issue water utility revenue bonds to provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements; and

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue bonds in an amount of approximately \$4,855,000 should be issued, pursuant to Section 66.0621, Wisconsin Statutes, for the purpose of paying the cost of the Project and the Refunding.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue water utility revenue bonds designated "Water Utility Revenue Bonds, Series 2018" (the "Bonds") in an amount of approximately \$4,855,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Finances  
Personnel

Section 3. Official Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

\_\_\_\_\_

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

## **TIMETABLE OF EVENTS**

- 1. Resolution Setting the Sale**

Discussion – Water Commissioners	November 13
Introduced – Council Meeting	November 20
Discussion – Finance Committee	November 27
Adoption – Council Meeting	December 4
  
- 2. Prepare for Municipal Bond Market Entry – (December – January)**

Prepare Official Statement (Prospectus)  
Coordinate Legal Documents with Quarles & Brady  
Apply for Moody's Investors Service Bond Rating (Existing Revenue Bonds Rated Moody's "Aa2")  
Advertise Sale of Bonds – Official Notice of Sale  
Bids Accepted and Verified – February 5
  
- 3. Award Resolution – Final Interest Rates / Award to Successful Bidder**

Introduced – Council Meeting	January 2
Adoption – Finance Meeting Prior to Council	February 5
Adoption – Council Meeting	February 5
  
- 4. Closing – Delivery of Funds** **March 1, 2018**
  
- 5. Notice Published Calling 2007 Bonds** **March 6, 2018**
  
- 6. 2007 Water Revenue Bonds Paid Off** **May 1, 2018**

III

Res. No. 17 - 18. By Alderpersons Donohue and Bohren.  
November 20, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for engineering software.

Establish an appropriation for GIS software for the Engineering Department.

FROM	TO	TOTAL
Capital Project Fund Street Improvements 40033140-631200	Capital Project Fund GIS Software 40032100-649100	\$65,000

*Finance + Personnel*

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

III

Res. No. 97 - 17 - 18. By Alderpersons Donohue and Bohren.  
November 20, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for engineering services for the Sheboygan Business Center.

Establish appropriation for preliminary engineering services for the expansion of the Sheboygan Business Center. Advance to be repaid with interest from future borrowing.

FROM	TO	TOTAL
General Fund	TIF Industrial Park Fund	
Unreserved Fund Balance	Contractor Services	
101-253000	42861100-521900	\$791,562

*Suspend*  
|  
*Pass*

\_\_\_\_\_  
\_\_\_\_\_

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





R. C. No. \_\_\_\_\_ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred R. O. No. 206-17-18 by Director of Planning and Development requesting support from the Common Council to pursue acquisition of vacant, lighted property located at 2117 Indiana Avenue; recommends to accept and adopt.

*ref*

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

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

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

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

II

5.6

R. O. No. 206 - 17 - 18. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
November 6, 2017.

Requesting support from the Common Council to pursue acquisition of vacant, blighted property located at 2117 Indiana Avenue.

The subject property is a vacant, blighted former gas station. This property has been vacant for a number of years and continues to raise concerns in the neighborhood. With the recently formed Indiana Corridor Neighborhood Association, board members have opened dialog with the Department of City Development to determine if there is anything the city can do to acquire and/or remove the blighted structures.

The subject property has outstanding property taxes for the years, 2013, 2014, 2015 and 2016. City staff previously encouraged the county to pursue tax foreclosure on the property, however this never proceeded over the concern of who would be responsible for liability given its' current use.

After further research and discussions with the Wisconsin Department of Natural Resources, it has been determined that both the county and the city would be exempt from any liability if it is taken in tax foreclosure (Wis. Stats. 292.11(9)(e)(1m), a & b).

City staff expects to use Sheboygan County's Brownfield Assessment Grant to provide funding to complete environmental site assessments. Currently there are no open environmental cases on this parcel. There is also opportunity for state and federal grants to help in the demolition of the existing structures.

According to the County Treasurer, there are provisions in the statute to allow the county to foreclose under in-rem tax foreclosure and deed the property immediately to the city. Since this property is creating blight, and continued issues in the neighborhood, it would be the request of city staff that Sheboygan County waive any outstanding taxes on this property as part of the transfer to the city and any outstanding city assessments be waived as well.

Future uses of this property have not been determined yet. Depending on the extent of clean-up and available state and federal funding, the city may consider this as commercial redevelopment site or a neighborhood park. City Development staff feel that having this in local control provides more opportunities in the future and also stabilizes the local neighborhood. Prior to moving forward to start the acquisition process, City Development department staff prefer support from the Common Council on this initiative.

Finance +  
Personnel

\_\_\_\_\_  
DIRECTOR OF PLANNING  
AND DEVELOPMENT

VII

R. C. No.       - 17 - 18      . By FINANCE AND PERSONNEL COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred Res. No. 88-17-18 by Alderpersons Donohue and Bohren to authorize establishing an appropriation in the 2017 Budget for grant funds received in the Fire Department; recommends filing documents.

*reg*

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

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

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

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

III

6.3

Res. No. 88 17 - 18. By Alderperson Donohue and Bohren.  
November 6, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for grant funds received in the Fire Department.

Establish estimated revenue and appropriation for an assistance grant received from the State of Wisconsin for the Fire Department ambulance.

<u>FROM</u>	<u>TO</u>	<u>TOTAL</u>
Ambulance Fund	Ambulance Fund	
State grant	Tools and equipment	
28022500-431246	28022500-530255	\$8,730

*Finance +  
Personnel  
file*

*William Nowak*  
\_\_\_\_\_  
*James A Bohren*  
\_\_\_\_\_

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

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

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

VII

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 201-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying Taxicab Driver License application No. 1556 (Thomas E. Holtz) based upon his record of violations related to the licensed activity and his record as a habitual law offender.



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

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

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

VI

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred R. O. No. 187-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying Taxicab Driver License application No. 5224 (Michael B. Gaumer) based upon his record of violations related to the licensed activity and safety concerns.

*ref*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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

R. O. No. 187 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

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

CHANGE OF PREMISE (PERMANENT)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3132	Pick 'N Save #6432	1317 N. 25 <sup>th</sup> St.- Entire one-story building approximately 44,613 sq. ft. including dedicated and marked parking stalls specifically designated for online grocery pickup and the marked pathway from the building to said stalls.

MASSAGE ESTABLISHMENT LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3284	Best Asian Massage	1226 N. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1888	Barthels, Jessica L.	1533 S. 9 <sup>th</sup> St.
1893	Butler, Jennifer M.	1614 Saemann Ave.
1891	Delapaz, Rachelle	1735 N. 10 <sup>th</sup> St.
0521	Dimas, Danielle D.	1538 N. 16 <sup>th</sup> St.
1884	Drews, Haley C.	1221 N. 4 <sup>th</sup> St.
6646	Gatlin, Lindsey M.	2115 N. 8 <sup>th</sup> St.
1882	Maxey, Kristenlyn K.	4417 Primrose Ct. #S111
0220	Minglana, Nadine M.	1530 N. 9 <sup>th</sup> St.
0714	Mock, Emma M.	402 Huron Ave.
0782	Patnode, Joshua J.	924 Ashland Ave.
6543	Sixel, Jessica L.	3715 Koehler Dr.
1886	Thurman, Terry P.	812 Pennsylvania Ave.
1892	Yang, Richard S.	1315 Maryland Ave.

*Law + Licensing*

*10-16-17  
Approve Pick n Save  
with premise description  
corrected.  
-Held. Gaumer.*

*11-6-17  
call id #15224  
Gaumer*

*11-20-17  
Dery Gaumer.*

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1885	Beeman, Patrick D.	531 W. Division St., Wautoma
1881	Flores Garcia, Javier	314 Center Ave. Apt. #4
5224	Gaumer, Michael B.	2201 Erie Ave. #C103
6267	Tenpas, Steven L.	6 Pawnee Parkway



VII

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE.  
November 20, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 201-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying Beverage Operator License application No. 1920 (Brian C. Buszta) based upon his ineligibility for a license and his failure to cooperate with the committee.

*ref*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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



Gen. Ord. No. \_\_\_\_\_ - 17 - 18. By Alderpersons Donohue and Bohren.  
November 20, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Office of the Mayor Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section B.1., B.5., and B.6. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended follows:

Class Title	Class Grade	NO. of Employees
-------------	-------------	------------------

B. OFFICE OF THE MAYOR

Delete:

1. Administrative Assistant/Confidential Secretary	04	01
--	----	----

Add:

1. Communication Specialist/Administrative Assistant	05	01
--	----	----

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.

*Finance + Personnel*

\_\_\_\_\_  
\_\_\_\_\_

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



## Job Description

**Job Title:** **Communications Specialist/Administrative Assistant**    **Department:** Mayor  
**Up Dated:** 11/09/2017    **Reports To:** Mayor  
**Classification:** Non-Exempt    **Wage:** Salary Grade 5

## Position Summary

This position is responsible for the administrative support and coordination of the Office of the Mayor. It is also responsible for researching, writing, designing and creating communication to inform citizens, businesses, visitors, stakeholders and others about all aspects of the City of Sheboygan. This includes media contacts, public relations and/or public involvement, as well as the design and development of information for the website, social media, and other communications materials for both internal and external audiences. Performs related work as required.

## Essential Duties & Responsibilities

1. Receives citizen concerns, adjusts or refers as appropriate; answers inquiries; and supplies information to interested parties, making decisions based on adopted Council ordinances and resolutions, and departmental regulations, procedures, and policy.
2. Answers and screens calls. Opens incoming mail, answers routine correspondence as requested.
3. Maintains a department calendar.
4. Maintains confidentiality in all aspects of work.
5. Obtains, analyzes, and assembles information for special projects and does research as required.
6. Composes letters, memoranda, and other correspondence from general instructions. Drafts and writes communications.
7. Maintains departmental files and turns over custody of files to the succeeding Mayor and/or Mayor's secretary.
8. Responsible for submitting to the City Clerk all mayoral appointments to Common Council Committees, City Commissions, Boards, and Committees.
9. Types from corrected manuscript, rough drafts, and dictation.
10. Gathers background information for speeches and public appearances and drafts speeches as requested.

11. Efficiently operates routine office equipment, including personal computer/word processor equipment, photocopiers, calculators, dictation equipment, typewriters and telephones.
12. Responsible for office budget control and assists in the preparation of the yearly department budget.
13. Plans, schedules, and coordinates meetings, agendas, and appointments.
14. Takes and transcribes minutes at meetings.
15. Serves as secretary of the Mayor's Special International Committee and City/County Shared Services Committee as requested.
16. Organizes special public and departmental events as assigned (i.e., parades, concerts, foreign visitor programs, dinners, parties, etc.).
17. Performs related work as assigned.

#### **Qualification Requirements:**

1. Considerable knowledge of office methods and practices.
2. Ability to learn the laws, ordinances, and regulations with respect to functions performed within three months.
3. Proficiency and accuracy in dictation or note taking and transcription and typing at a prescribed rate of speed as determined by the Civil Service Commission.
4. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc., as determined by the Civil Service Commission.
5. Ability to research, gather, and analyze information and make accurate reports.
6. Ability to exercise good judgment, courtesy, and tact in maintaining effective working and public relationships.

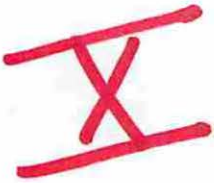
#### **Education and/or Experience**

High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, advanced education and/or experience in various communications platforms, including advanced MS Office, Adobe, web-site development or other related software preferred. Associates Degree in Communications, Business or Administrative Assistant and Bachelor's Degree in a similar area preferred.

#### **Pre-employment Requirement**

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

**The City of Sheboygan, Wisconsin is an Equal Opportunity Employer**  
**In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.**



Gen. Ord. No. \_\_\_\_\_ - 17 - 18. By Alderpersons Holzschuh and Schneider.  
November 20, 2017.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan situated in the vicinity of Stahl Road on the north, Sunset Road on the south, Interstate 43 on the west and County Trunk OK on the east.

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

Section 1. In accordance with §66.0217 of the Wisconsin Statutes and a petition for direct annexation by unanimous approval filed with the City Clerk on the 16<sup>th</sup> day of November, 2017, signed by the owners of the real property in the area in which no electors reside, the following described territory, together with a scale map and legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

Part of the SE 1/4 of the SW 1/4 of Section 9, part of the NE 1/4 of the NW 1/4 of Section 16, part of the NW 1/4 of the NW 1/4 of Section 16, part of the SW 1/4 of the NW 1/4 of Section 16, and part of the SE 1/4 of the NW 1/4 of Section 16, all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the northwest corner of said Section 16; thence S88°29'52"E, along the north line of the NW 1/4 of said Section 16, 289.89 feet to the Point of Beginning of this description; thence continuing S88°29'52"E, along said north line of the NW 1/4, 1216.44 feet; thence N00°31'54"E, 694.60 feet to the north line of the South 1/2 of the South 1/2 of the SW 1/4 of said Section 9; thence S88°42'46"E, along said north line, 1059 feet; thence S09°29'57"W, 24.54 feet; thence S18°01'48"W, 614.87 feet; thence S54°58'44"W, 41.78 feet; thence N88°04'19"W, 72.08 feet; thence S62°50'57"W, 57.11 feet to the north right-of-way line of Stahl Road; thence S01°33'23"W, 33.00 feet to the north line of the NW 1/4 of said Section 16; thence N88°29'52"W, along said north line, 60.58 feet to the northeast corner of Lot 3 of a Certified Survey Map in Volume 15 of Certified Survey Maps, Pages 179-182; thence S16°43'49"W, along the east line of said Lot 3, 375.93 feet to an angle point; thence S84°58'33"E, 181.18 feet; thence S23°41'38"W, 57.44 feet; thence S17°59'00"W, 225.00 feet; thence S06°17'05"W, 118.02 feet to the west right-of-way line of C.T.H. "OK"; thence S73°10'43"E, 45.00 feet to the centerline of C.T.H. "OK"; thence S16°49'17"W, along said centerline, 324.54 feet; thence N87°55'31"W, 273.98 feet; thence S16°54'14"W, 200.21 feet; thence

*City Plan*

S88°02'47"E, 106.00 feet; thence S17°45'17"W, 153.74 feet; thence S88°05'42"E, 170.06 feet to the centerline of C.T.H. "OK"; thence S17°36'12"W, along said centerline, 241.25 feet to an angle point in said centerline; thence S17°52'15"W, along said centerline, 16.95 feet; thence N72°07'45"W, 45.00 feet to the west right-of-way line of C.T.H. "OK"; thence S41°01'34"W, 46.00 feet; thence N86°31'36"W, 50.00 feet; thence S81°13'58"W, 102.33 feet to the north right-of-way line of Sunset Road; to the centerline of C.T.H. "OK"; thence S87°06'13"E, along said right-of-way line 210.12 feet to the centerline of C.T.H. "OK"; thence S17°52'15"W, along said centerline, 68.18 feet; thence N87°06'13"W, 192.15 feet along the south right-of-way line of Sunset Road; thence S66°10'51"W, 101.19 feet; thence S17°49'58"W, 50.00 feet; thence S06°31'22"W, 152.97 feet; thence S17°49'58"W, 12.35 feet to the south line of the North 1/2 of the South 1/2 of the NW 1/4 of said Section 16; thence N87°18'30"W, 1447.85 feet to the east right-of-way line of Interstate Highway "43", said point being on the arc of a curve to the left, having its radius point bearing westerly, 22,981.28 feet; thence northerly 486.76 feet along the arc of said curve, the long chord of which bears N00°50'16"E, 486.75 feet to the end of said curve; thence N00°13'52"E, along said east right-of-way line, 1512.67 feet to the Point of Beginning and the end of this description.

Containing 93.872 acres of land, 87.803 acres of which is exclusive of road right-of-way.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annual to the Town of Wisconsin, for 5 years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as SI Suburban Industrial.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 35<sup>th</sup> Ward and the 10<sup>th</sup> Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

\_\_\_\_\_  
\_\_\_\_\_

**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\_\_\_\_.

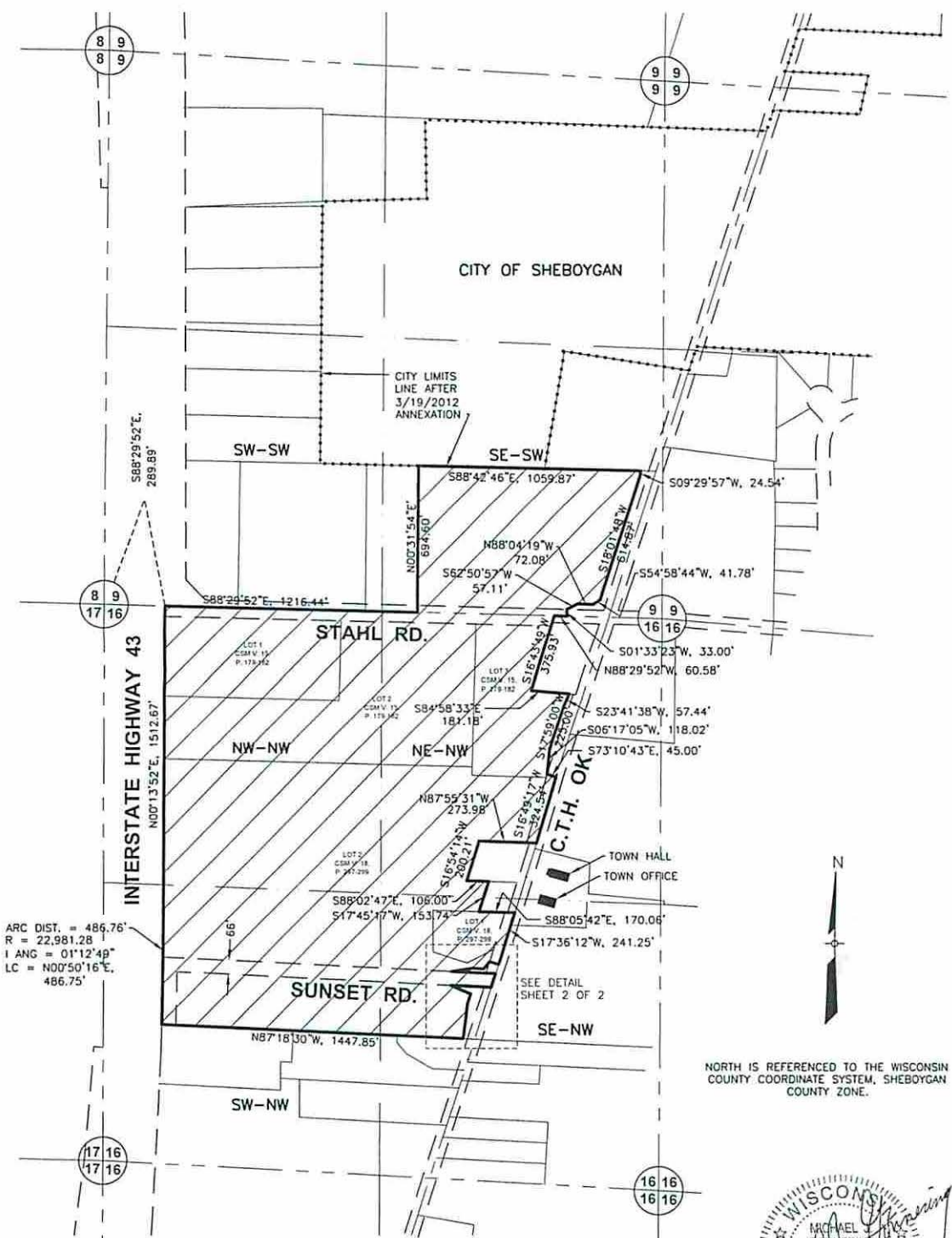
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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



# PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.  
TOWN OF WILSON, SHEBOYGAN COUNTY, WI  
NOVEMBER, 2017

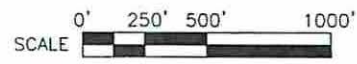


ARC DIST. = 486.76'  
R = 22,981.28  
I ANG =  $01^{\circ}12'49''$   
LC =  $N00^{\circ}50'16''E, 486.75'$

NORTH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY ZONE.



2985 S. RIDGE ROAD  
SUITE B  
GREEN BAY, WI 54304  
920-468-1798



# PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.  
TOWN OF WILSON, SHEBOYGAN COUNTY, WI  
NOVEMBER, 2017



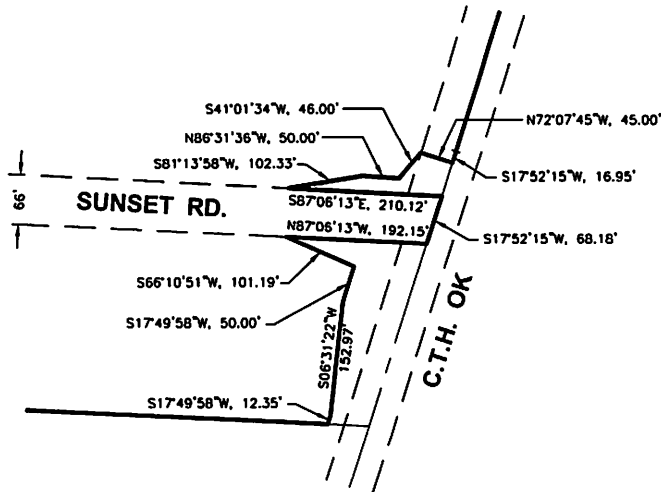
NORTH IS REFERENCED TO THE WISCONSIN  
COUNTY COORDINATE SYSTEM, SHEBOYGAN  
COUNTY ZONE.

## DESCRIPTION OF PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

Part of the SE 1/4 of the SW 1/4 of Section 9,  
part of the NE 1/4 of the NW 1/4 of Section 16,  
part of the NW 1/4 of the NW 1/4 of Section 16,  
part of the SW 1/4 of the NW 1/4 of Section 16,  
and part of the SE 1/4 of the NW 1/4 of Section 16,  
all in Township 14 North, Range 23 East, Town of Wilson,  
Sheboygan County, Wisconsin, being more particularly  
described as:

Commencing at the northwest corner of said Section 16;  
thence S88°-29'-52"E, along the north line of the NW 1/4 of  
said Section 16, 289.89 feet to the Point of Beginning of this  
description;  
thence continuing S88°-29'-52"E, along said north line of the  
NW 1/4, 1216.44 feet;  
thence N00°-31'-54"E, 694.60 feet to the north line of the  
South 1/2 of the South 1/2 of the SW 1/4 of said Section 9,  
thence S88°-42'-46"E, along said north line, 1059.87 feet;  
thence S09°-29'-57"W, 24.54 feet;  
thence S18°-01'-48"W, 614.87 feet;  
thence S54°-58'-44"W, 41.78 feet;  
thence N88°-04'-19"W, 72.08 feet;  
thence S62°-50'-57"W, 57.11 feet to the north right-of-way  
line of Stahl Road;  
thence S01°-33'-23"W, 33.00 feet to the north line of the NW  
1/4 of said Section 16;  
thence N88°-29'-52"W, along said north line, 60.58 feet to  
the northeast corner of Lot 3 of a Certified Survey Map in  
Volume 15 of Certified Survey Maps, Pages 179-182;  
thence S16°-43'-49"W, along the east line of said Lot 3,  
375.93 feet to an angle point;  
thence S84°-58'-33"E, 181.18 feet;  
thence S23°-41'-38"W, 57.44 feet;  
thence S17°-59'-00"W, 225.00 feet;  
thence S06°-17'-05"W, 118.02 feet to the west right-of-way  
line of C.T.H. "OK";  
thence S73°-10'-43"E, 45.00 feet to the centerline of C.T.H.  
"OK";  
thence S16°-49'-17"W, along said centerline, 324.54 feet;  
thence N87°-55'-31"W, 273.98 feet;  
thence S16°-54'-14"W, 200.21 feet;  
thence S88°-02'-47"E, 106.00 feet;  
thence S17°-45'-17"W, 153.74 feet;  
thence S88°-05'-42"E, 170.06 feet to the centerline of C.T.H.  
"OK";  
thence S17°-36'-12"W, along said centerline, 241.25 feet to  
an angle point in said centerline;  
thence S17°-52'-15"W, along said centerline, 16.95 feet;  
thence N72°-07'-45"W, 45.00 feet to the west right-of-way  
line of C.T.H. "OK";  
thence S41°-01'-34"W, 46.00 feet;  
thence N86°-31'-36"W, 50.00 feet;  
thence S81°-13'-58"W, 102.33 feet to the north right-of-way  
line of Sunset Road;  
thence S87°-06'-13"E, along said right-of-way line 210.12  
feet to the centerline of C.T.H. "OK";  
thence S17°-52'-15"W, along said centerline, 68.18 feet;  
thence N87°-06'-13"W, 192.15 feet along the south  
right-of-way line of Sunset Road;  
thence S66°-10'-51"W, 101.19 feet;  
thence S17°-49'-58"W, 50.00 feet;  
thence S06°-31'-22"W, 152.97 feet;  
thence S17°-49'-58"W, 12.35 feet to the south line of the  
North 1/2 of the South 1/2 of the NW 1/4 of said Section 16;  
thence N87°-18'-30"W, 1447.85 feet to the east right-of-way  
line of Interstate Highway "43", said point being on the arc  
of a curve to the left, having its radius point bearing westerly,  
22,981.28 feet;  
thence northerly 486.76 feet along the arc of said curve, the  
long chord of which bears N00°-50'-16"E, 486.75 feet to the  
end of said curve;  
thence N00°-13'-52"E, along said east right-of-way line,  
1512.67 feet to the Point of Beginning and the end of this  
description.  
Containing 93.872 acres of land, 87.803 acres of which is  
exclusive of road right-of-way.

## DETAIL



Description by: Michael J. Gonnering, AECOM  
Technical Services, Inc.  
November 08, 2017



**AECOM**

2885 S. RIDGE ROAD  
SUITE B  
GREEN BAY, WI 54304  
920-468-1798

*X*

Gen. Ord. No. \_\_\_\_\_ - 17 - 18. By Alderpersons Donohue and Bohren.  
November 20, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a Part-Time Permit Clerk I in the City Clerk's Office for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 4. City Clerk's Office:

A. CITY HALL DEPARTMENTS

3. CITY CLERK OFFICE

	Class Grade	NO. of Employees
<b><u>ADD:</u></b>		
Part-Time Clerk I	1	1.0

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

*Finance & Personnel*

\_\_\_\_\_  
\_\_\_\_\_

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



### Job Description

**Job Title:** Clerk I **Department:** City Clerk  
**Date Issue:** November 9, 2017 **Reports To:** City Clerk  
**FLSA Classification:** Non-Exempt **Wage:** Salary Grade 1  
As of 2017 

Mlnimum	Midpoint	Maximum
\$11.92/hour	\$14.90/hour	\$17.88/hour

### Position Summary

Under the general supervision performs entry level customer service for citizens and administrative needs for general City Clerk functions. May be assigned daily office functions and special projects where initiative and accuracy are needed in performing assignments. Administrative work may involve various internal departments, as well as other departments within the City of Sheboygan.

### Supervision Received

Works under the direction of the City Clerk.

### Supervision Exercised

No supervision over other employees.

### Essential Duties & Responsibilities

1. Assists citizen needs for both walk-in customers or phone calls.
2. Answers routine correspondence through written or oral responses.
3. Assists with preparing ballots, lists and envelopes for absentee voters
4. Must be familiar with or capable of understanding city ordinances.
5. Assists Council/Licensing Clerk in issuing permits and licenses.
6. Assists Elections Clerk in voter registration.
7. Ability to utilize a personal computer and related equipment.
8. Performs additional tasks as assigned.

### Qualification Requirements:

9. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
10. Ability to work effectively under tight time constraints.
11. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
12. Ability to adapt to the needs of the department.

### Education and/or Experience

13. Requires a high school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction.

### Essential Physical Functions/Needs of the Job

14. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
15. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

**Pre-employment Requirement**

16. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**X**

Gen. Ord. No. 30 - 17 - 18. By Alderpersons Donohue and Bohren.  
November 20, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a Part-Time Clerk I in the City Clerk's Office for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 4. City Clerk's Office:

A. CITY HALL DEPARTMENTS

3. CITY CLERK OFFICE

	Class Grade	NO. of Employees
<u>ADD:</u>		
Part-Time Clerk I	1	1.0

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

*Inance & Approved*

\_\_\_\_\_  
\_\_\_\_\_

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



## **Job Description**

**Job Title:** Clerk I                      **Department:** City Clerk

**Date Issue:** November 9, 2017                      **Reports To:** City Clerk

**FLSA Classification:** Non-Exempt                      **Wage:** Salary Grade 1

	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
As of 2017	\$11.92/hour	\$14.90/hour	\$17.88/hour

## **Position Summary**

Under the general supervision performs entry level customer service for citizens and administrative needs for general City Clerk functions. May be assigned daily office functions and special projects where initiative and accuracy are needed in performing assignments. Administrative work may involve various internal departments, as well as other departments within the City of Sheboygan.

## **Supervision Received**

Works under the direction of the City Clerk.

## **Supervision Exercised**

No supervision over other employees.

## **Essential Duties & Responsibilities**

1. Assists citizen needs for both walk-in customers or phone calls.
2. Answers routine correspondence through written or oral responses.
3. Assists with preparing ballots, lists and envelopes for absentee voters
4. Must be familiar with or capable of understanding city ordinances.
5. Assists Council/Licensing Clerk in issuing permits and licenses.
6. Assists Elections Clerk in voter registration.
7. Ability to utilize a personal computer and related equipment.
8. Performs additional tasks as assigned.

## **Qualification Requirements:**

9. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
10. Ability to work effectively under tight time constraints.
11. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
12. Ability to adapt to the needs of the department.

## **Education and/or Experience**

13. Requires a high school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction.

## **Essential Physical Functions/Needs of the Job**

14. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
15. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

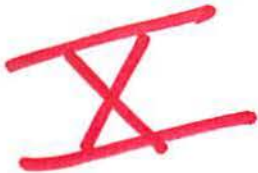
**Pre-employment Requirement**

16. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.





Gen. Ord. No.     - 17 - 18. By Alderpersons Holzschuh and Schneider.  
November 20, 2017.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan situated in the vicinity east of Racetrack Road and north of Stahl Road (Parcels 59030454501, 59030454502 and 59030454503).

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

Section 1. In accordance with §66.0217 of the Wisconsin Statutes and a petition for direct annexation filed with the City Clerk on the 16<sup>th</sup> day of November, 2017, signed by the owners of the real property in the area in which no electors reside, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

EXHIBIT A  
LEGAL DESCRIPTIONS OF THE PROPERTY

**Parcel A:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:  
Lot 1, of a Certified Survey Map recorded on September 18, 2000, in Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

**Parcel B:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:  
Lot 2, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, pages 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

**Parcel C:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:  
Lot 3, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest  $\frac{1}{4}$  of the

*City Plan*

Southwest ¼ and the Southwest ¼ of the Southwest ¼, Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as SC Suburban Commercial.

Section 4. The territory described in Section 1 of this ordinance is hereby made a part of the 36th Ward, 10th Aldermanic District, of the City of Sheboygan.

Section 5. 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 enactment.

\_\_\_\_\_  
\_\_\_\_\_

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

# PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

## PARCEL DESCRIPTIONS

**Lot 1**

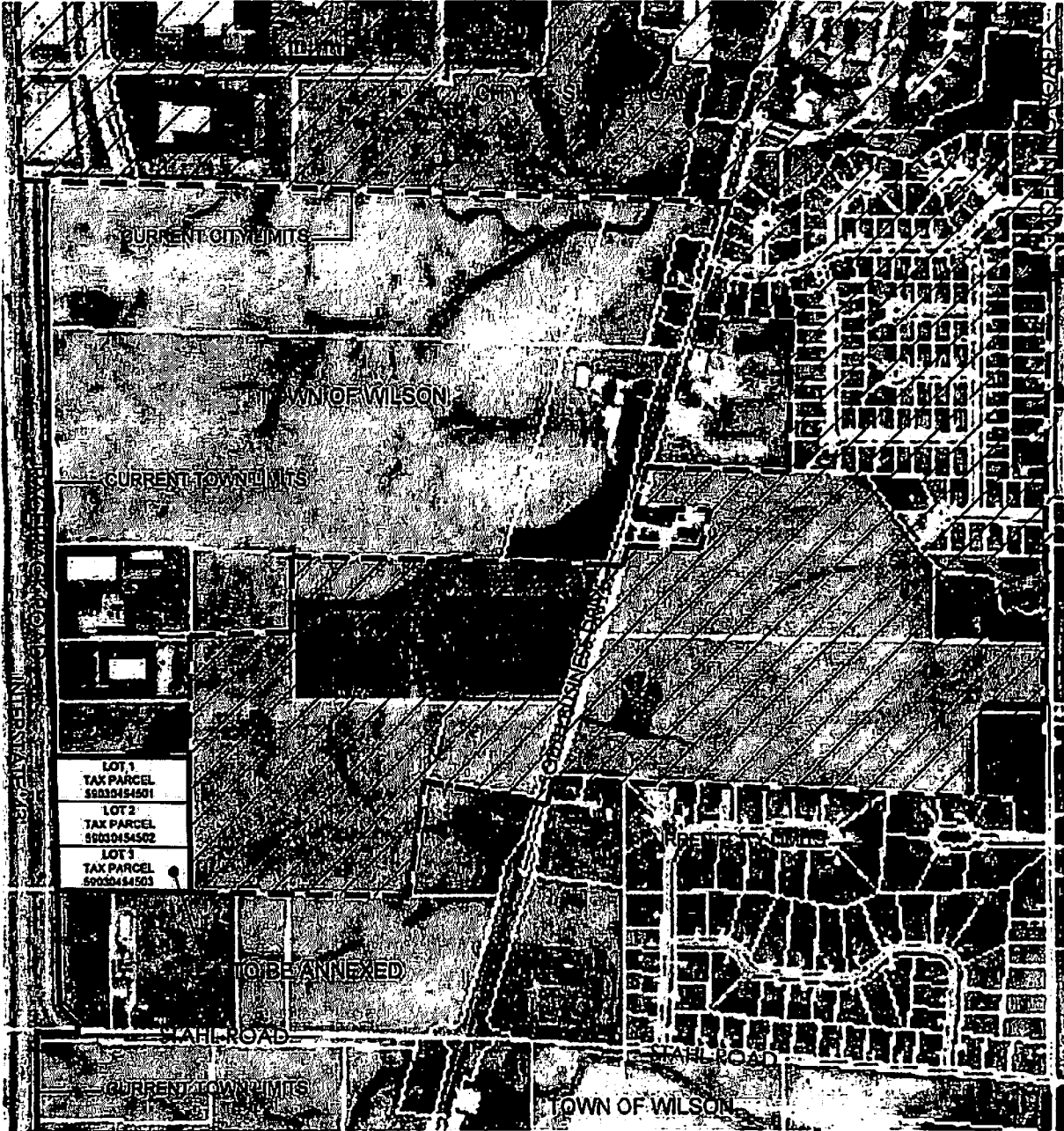
Commencing at the NW corner of Lot 1 of a Certified Survey Maps, Volume 17, Page 81, Document No. 157941, thence S 88° 33' 20" E, 653.12 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 650.87 feet, thence Northerly 220.93 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 08" E, 220.93 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.31 acres.

**Lot 2**

Commencing at the NW corner of Lot 2 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 650.87 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 649.61 feet, thence Northerly 220.90 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 08" E, 220.50 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.29 acres.

**Lot 3**

Commencing at the NW corner of Lot 3 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 648.61 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 35' 59" W, 647.28 feet, thence N 00° 15' 35" E, 189.87 feet, thence Northerly 31.35 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 08" E, 31.55 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.28 acres.



Scale to feet  
1" = 50'



## **EXHIBIT A**

### **LEGAL DESCRIPTIONS OF THE PROPERTY**

#### **Parcel A:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 1, of a Certified Survey Map recorded on September 18, 2000, in Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

#### **Parcel B:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 2, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, pages 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

#### **Parcel C:**

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 3, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

II

Other Matters

11.1

R. O. No. 223 - 17 - 18. By CITY CLERK. November 6, 2017.

Submitting a Tax Levy Certification for the 2017-2018 school year from the Sheboygan Area School District

*Has Over*

---

CITY CLERK



# SHEBOYGAN AREA SCHOOL DISTRICT

*Learning Today. Leading Tomorrow.*

**Mark Boehlke**  
Assistant Superintendent  
Business & Operational Services

830 Virginia Avenue  
Sheboygan, Wisconsin 53081  
Ph. (920) 459-3523  
Fax: (920) 459-4300

NOV 6 '17 AM 11:23

November 2, 2017

City of Sheboygan  
Municipal Clerk - Susan Richards  
828 Center Avenue  
Sheboygan, WI 53081-4442

Dear Susan:

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2017-2018 school year:

School Levy	\$34,623,663.00
Recreation Levy	\$ 1,272,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke  
Assistant Superintendent  
Business and Operational Services

Enclosure (1)



**Instructions:** This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10**.  
 (Ref Wisconsin Statute s.120.12(3))

### 2017-2018 School Year

**T O** 1. Municipal Clerk: **SUSAN RICHARDS**  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

2. Municipality: **City of Sheboygan**

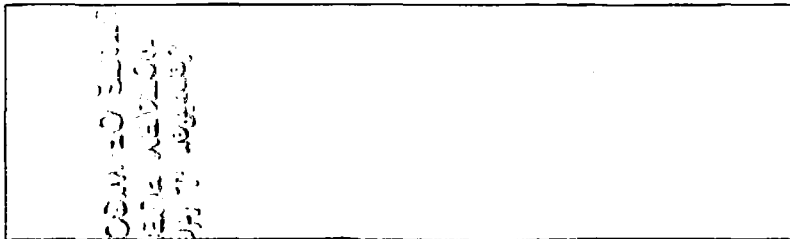
3. County: **Sheboygan County**

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$3,447,941,862.00	\$2,264,908,548.00
5. Percent of Entire School District	100.000000%	65.688710%
6. Total Levy	\$35,896,191.00	\$23,620,293.00

#### CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

 <b>NOTARY SEAL</b>	<b>F</b> Name of School District	School District Clerk
	<b>R</b> Sheboygan Area (5271)	Jennifer Pothast
	<b>O</b> Signature of School District Clerk	<i>Jennifer Pothast</i>
	<b>M</b> Signature of Notary Public	<i>Jennifer J. Heus</i>
	Signed before me this date	My Commission Expires
	<i>10/30/2017</i>	<i>9/13/2019</i>

Wisconsin Statutory References:  
 s.120.17(8)  
 s.120.44  
 s.121.06(2)

Mail tax settlement to: District Administrator  
 Sheboygan Area School District  
 830 Virginia Ave  
 Sheboygan, WI 53081-4427

RECEIVED  
STATE OF TEXAS  
COUNTY OF DALLAS

NOTARIAL PUBLIC

*Handwritten signature*

*Handwritten signature*

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NOTARIAL PUBLIC

STATE OF TEXAS

COUNTY OF DALLAS

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COUNTY OF DALLAS





Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Per §74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

### 2017-2018 School Year

List of approved 2017-2018 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.

Municipal Clerk: SUSAN RICHARDS  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan  
 County: Sheboygan County

School District: Sheboygan Area (5271)  
 School District Clerk: Jennifer Pothast

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2017-2018 Levy Amount due to Referendum	Percent of Entire School District	2017-2018 Amount due to Referendum for Taxation District
RF-3992	11/8/2016	Issue Debt	2037	\$29,000,000	\$1,636,377.00	65.6887105%	\$1,074,916.00

**II**

Other Matters

5.1  
11.4


R. O. No. 190 - 17 - 18. By CITY PLAN COMMISSION. October 16, 2017.

Your Commission to whom was referred Gen. Ord. No. 14-17-18 by Alderpersons Bohren and Sorenson for a petition for direct annexation for property located in the City of Sheboygan owned by the City of Sheboygan; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, October 10, 2017, and after due consideration, recommends approval of the attached Substitute General Ordinance.

Lies Over  
to Nov. 20th

---

Director of Planning and Development



Subs. of Gen. Ord. No. 14 - 17 - 18. By Alderpersons Bohren and Sorenson.  
October 16, 2017.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

The South 1/2 of the South 1/2 of the Southwest 1/4 and part of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 in Section 10, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows: Beginning at the Southwest corner of said Southwest 1/4 Section, thence North 00°10'44" East along the West line of said Southwest 1/4 Section 662.27 feet to a point on the North line of the South 1/2 of the South 1/2 of said Southwest 1/4 Section; thence South 88°32'53" East along said North line 2596.11 feet to a point on the West line of said Southeast 1/4 Section; thence South 88°31'19" East along the City of Sheboygan Municipal Boundary 647.95 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of said Southeast 1/4 Section; thence South 00°33'53" West along said East line 663.27 feet to a point on the South line of said Southeast 1/4 Section; thence North 88°25'50" West along said South line 648.61 feet to the Southeast corner of said Southwest 1/4 Section; thence North 88°32'48" West along the South line of said Southwest 1/4 Section 2591.01 feet to the point of beginning. Containing 49.285 acres more or less.

Section 2. **Effect of Annexation.** This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26<sup>th</sup> Ward, 8<sup>th</sup> Aldermanic District, 10<sup>th</sup> Supervisory District, 26<sup>th</sup> Assembly District and the 9<sup>th</sup>

*City Plan*

Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

Section 4. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. **Zoning.** Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Residential 5 (SR-5), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

*James A. Bohrer*  
\_\_\_\_\_  
*Barb Soarsen*  
\_\_\_\_\_

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

# SCALE MAP

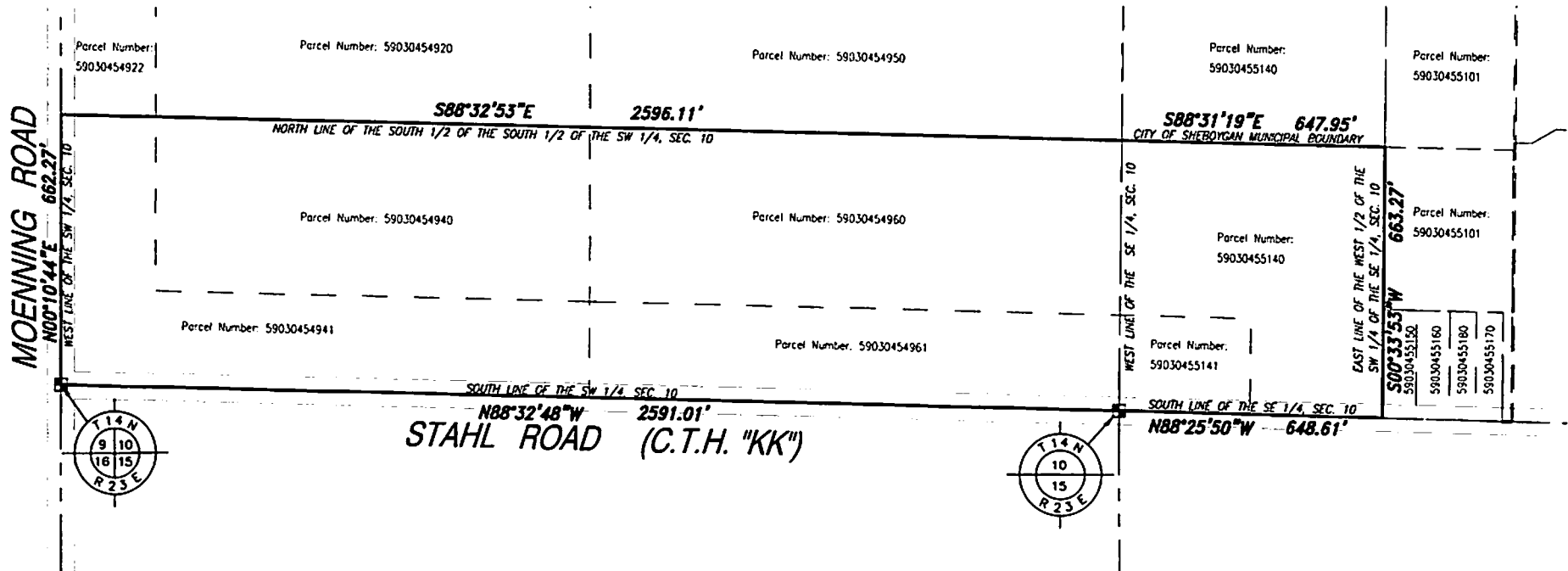
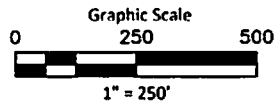
## SITE LOCATION

Situated in the Town of Wilson, Sheboygan County, Wisconsin.

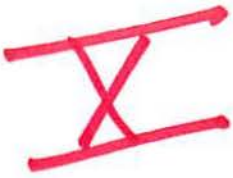
## BASIS OF BEARINGS

Bearings are referenced to the Sheboygan County Coordinate System, in which the South line of the Southeast 1/4 of Section 10 bears N88°25'50"W.

DATE: October 5, 2017



Drawing No. 2243-grb



6.2

Gen. Ord. No. 14 - 17 - 18. By Alderpersons Bohren and Sorenson.  
September 5, 2017.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

The South Half (S½) of the South Half (S½) of the Southwest Quarter (SW¼) and the South Half (S½) of the South Half (S½) of the West Half (W½) of the West Half (W½) of the Southeast Quarter (SE¼) all of Section Number Ten (10), Town Number Fourteen (14) North, of Range Number Twenty-three (23) East, Town of Wilson, Sheboygan County, State of Wisconsin, and containing in all Fifty (50) acres of land more or less.

Section 2. **Effect of Annexation.** This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26<sup>th</sup> Ward, 8<sup>th</sup> Aldermanic District, 10<sup>th</sup> Supervisory District, 26<sup>th</sup> Assembly District and the 9<sup>th</sup> Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

Section 4. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

City Plan

Poth

Section 5. **Zoning.** Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Residential 5 (SR-5), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

James A. Bohren

Ben Soren

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

~~XI~~

3.1  
9.6.

R. O No. 171 - 17 - 18. By CITY ADMINISTRATOR. October 2, 2017.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2018 and outstanding debt as of December 31, 2017 is submitted for your information.

Lies Over

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City Administrator



## 2018 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2017	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2018
General Fund	\$22,039,439	\$20,725,422	\$16,240,705	\$37,001,007	\$22,004,559
Special Revenue	1,569,524	7,023,316	2,445,829	9,489,534	1,549,135
Debt Service	7,861,102	5,473,709	3,196,889	8,597,472	7,934,228
Capital Improvements	8,100,665	24,006,609	929,507	29,817,080	3,219,701
Enterprise	68,619,644	20,794,976	511,547	24,128,782	65,797,385
Internal Service	16,262,431	11,390,231	0	12,035,936	15,616,726
Fiduciary	2,194,577	17,264	0	2,000	2,209,841
<b>Total</b>	<b>\$126,647,382</b>	<b>\$89,431,527</b>	<b>\$23,324,477</b>	<b>\$121,071,811</b>	<b>\$118,331,575</b>

**CITY OF SHEBOYGAN  
OUTSTANDING DEBT AS OF DECEMBER 31, 2017**

Date of Issue	Date of Maturity	Outstanding Jan. 1, 2017	Issued 2017	Payments 2017	Outstanding Dec. 31, 2017
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GENERAL OBLIGATION BONDED DEBT

G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,025,000		300,000	6,725,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	4,855,000		650,000	4,205,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018	1,595,000		795,000	800,000
G.O. Refunding Bonds - 2016C	8/25/2016	10/1/2022	2,720,000	-	500,000	2,220,000
<b>Total General Obligation Bonded Debt</b>			<b>\$ 16,195,000</b>	<b>\$ -</b>	<b>\$ 2,245,000</b>	<b>\$ 13,950,000</b>

GENERAL OBLIGATION LONG TERM NOTES

DNR Seawall Loan	12/23/2002	12/15/2023	480,774		80,129	400,645
DNR Land Recycling Loan	4/14/2004	5/1/2023	278,758		39,822	238,936
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	885,000		210,000	675,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	2,910,000	-	460,000	2,450,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024	3,160,000		785,000	2,375,000
G.O. Promissory Notes - 2016A	4/20/2016	10/1/2025	3,400,000	-	475,000	2,925,000
G.O. Promissory Notes - 2016B	4/20/2016	10/1/2025	7,525,000	-	765,000	6,760,000
G.O. Promissory Notes - 2017A	5/15/2017	4/1/2027		5,000,000		5,000,000
<b>Total General Obligation Notes</b>			<b>\$ 18,639,532</b>	<b>\$ 5,000,000</b>	<b>\$ 2,814,951</b>	<b>\$ 20,824,581</b>

MORTGAGE NOTES

SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
<b>TOTAL DEBT OUTSTANDING</b>			<b>\$ 35,059,532</b>	<b>\$ 5,000,000</b>	<b>\$ 5,059,951</b>	<b>\$ 34,999,581</b>

II

5.2  
9.1

R. O. No. 191 - 17 - 18. By CITY PLAN COMMISSION. October 16, 2017.

Your Commission to whom was referred Gen. Ord. No. 20-17-18 by Alderperson Savaglio and Alderperson Lewandoske and R. O. No. 186-17-18 by City Clerk to rezone property located at 3530 Lower Falls Road from Class Pre-Planned Unit Development (PPUD) to Class JMKAC Planned Unit Development (JMKAC PUD); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, October 10, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

*Lies over.*

\_\_\_\_\_  
Director of Planning and Development

*X*

*Other Matters*

7.2

Gen. Ord. No. 20 - 17 - 18. By Alderpersons Savaglio and Lewandoske.  
October 2, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3530 Lower Falls Road from Class PPUD Pre-Planned Unit Development to Class JMKAC PUD Planned Unit Development Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class PPUD Pre-Planned Unit Development to Class JMKAC PUD Planned Unit Development Classification:

Property located at 3530 Lower Falls Road more particularly described as:

Lot 1 of Certified Survey Map recorded in Volume 27, Pages 215-219 as Document No. 2024388, recorded on July 26, 2016, being part of Government Lots 2, 3, and 4 located in the Northeast  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of Section 28, Township 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast  $\frac{1}{4}$  of Section 28; thence South  $00^{\circ}31'23''$  West 1648.04 feet to the point of beginning of lands hereinafter described; thence South  $78^{\circ}12'15''$  East 78.76 feet to a point; thence North  $60^{\circ}31'33''$  East 230.12 feet to a point; thence North  $71^{\circ}38'48''$  East 398.30 feet to a point; thence South  $40^{\circ}31'14''$  East 122.26 feet to a point; thence South  $04^{\circ}55'06''$  West 558.15 feet to a point; thence South  $60^{\circ}10'53''$  West 92.48 feet to a point on the North line of Lower Falls Road; thence Northwesterly 74.86 feet along the arc of a curve and said North line whose center lies to the North, whose radius is 2684.57 feet and whose chord bears North  $70^{\circ}55'30''$  West 74.86 feet to a point; thence North  $70^{\circ}18'42''$  West along said North line 155.31 feet to a point; thence North  $81^{\circ}37'18''$  West along said North line 101.98 feet to a point; thence North  $70^{\circ}18'42''$  West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along the arc of a curve and said North line, whose center lies to the South, whose radius is 3021.17 feet to a point and whose chord bears North  $78^{\circ}28'21''$  West 838.89 feet to a point; thence North  $32^{\circ}06'07''$  West along said North line 72.93 feet to a point; thence South  $06^{\circ}26'18''$  West along said North line 35.00 feet to a point; thence South  $49^{\circ}34'48''$  West along said North line 94.70 feet to a point; thence North  $87^{\circ}16'42''$  West along said North line 61.80 feet to a point; thence

*City Plan*

South 83°04'25" West along said North line 101.44 feet to a point; thence North 87°16'45" West along said North line 85.24 feet to a point; thence North 02°43'10" East 167.00 feet to a point; thence North 87°19'45" West 280.00 feet to a point; thence South 02°43'09" West 166.75 feet to a point on the North line of Lower Falls Road; thence North 62°35'03" West along said North line 112.38 feet to a point; thence North 87°14'47" West along said North line 82.89 feet to a point on the East line of Lot 1 of Certified Survey Map recorded in Volume 15 Page 330 as Document No. 1531364; thence North 02°43'15" East along said East line 270.00 feet to a point; thence North 57°16'46" West along said East line 430.73 feet to a point on the South line of the Union Pacific Railroad Right of Way; thence North 60°28'58" East along said South line 87.49 feet to a point; thence Northeasterly 811.54 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 1925.79 feet and whose chord bears North 73°23'20" East 805.55 feet to a point; thence Easterly 738.17 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 2797.18 feet and whose chord bears South 88°07'27" East 736.03 feet to a point; thence South 22°01'50" East 327.95 feet to a point; thence South 73°16'38" East 75.96 feet to a point; thence South 47°57'44" East 158.04 feet to a point; thence South 84°45'14" East 122.56 feet to a point; thence South 21°27'01" East 306.38 feet to a point; thence South 78°12'15 East 57.72 feet to the point of beginning.

Said described land contains 38.642 Acres (1,683,258 Square Feet).

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

\_\_\_\_\_  
\_\_\_\_\_

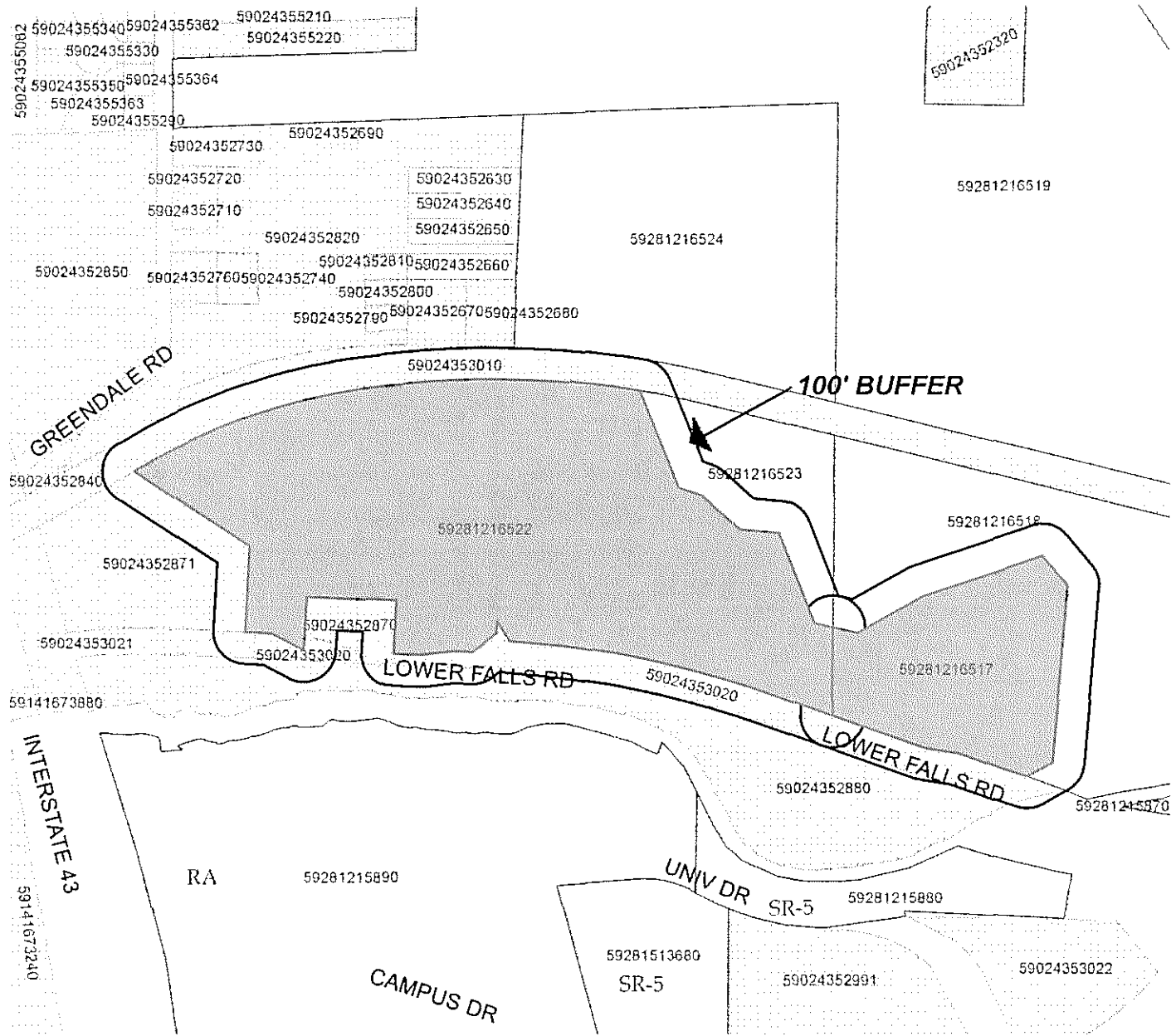
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

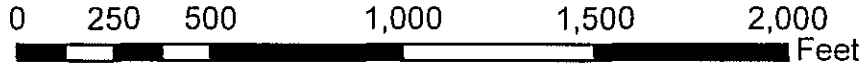
# PROPOSED ZONING CHANGE FROM PPUD TO JMKAC PUD 2017 SECTION 28, TOWN 15N, RANGE 23E

Lot 1 of Certified Survey Map recorded in Volume 27, Pages 215-219 as Document No. 2024388, recorded on July 26, 2016, being part of Government Lots 2, 3, and 4 located in the Northeast ¼ and the Northwest ¼ of Section 28, Township 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: (Continues on Page 2)



**Legend**

- City Parcels
- Parcels Not in City of Sheboygan



Commencing at the Northwest corner of said Northeast  $\frac{1}{4}$  of Section 28; thence South  $00^{\circ}31'23''$  West 1648.04 feet to the point of beginning of lands hereinafter described; thence South  $78^{\circ}12'15''$  East 78.76 feet to a point; thence North  $60^{\circ}31'33''$  East 230.12 feet to a point; thence North  $71^{\circ}38'48''$  East 398.30 feet to a point; thence South  $40^{\circ}31'14''$  East 122.26 feet to a point; thence South  $04^{\circ}55'06''$  West 558.15 feet to a point; thence South  $60^{\circ}10'53''$  West 92.48 feet to a point on the North line of Lower Falls Road; thence Northwesterly 74.86 feet along the arc of a curve and said North line whose center lies to the North, whose radius is 2684.57 feet and whose chord bears North  $70^{\circ}55'30''$  West 74.86 feet to a point; thence North  $70^{\circ}18'42''$  West along said North line 155.31 feet to a point; thence North  $81^{\circ}37'18''$  West along said North line 101.98 feet to a point; thence North  $70^{\circ}18'42''$  West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along the arc of a curve and said North line, whose center lies to the South, whose radius is 3021.17 feet to a point and whose chord bears North  $78^{\circ}28'21''$  West 838.89 feet to a point; thence North  $32^{\circ}06'07''$  West along said North line 72.93 feet to a point; thence South  $06^{\circ}26'18''$  West along said North line 35.00 feet to a point; thence South  $49^{\circ}34'48''$  West along said North line 94.70 feet to a point; thence North  $87^{\circ}16'42''$  West along said North line 61.80 feet to a point; thence South  $83^{\circ}04'25''$  West along said North line 101.44 feet to a point; thence North  $87^{\circ}16'45''$  West along said North line 85.24 feet to a point; thence North  $02^{\circ}43'10''$  East 167.00 feet to a point; thence North  $87^{\circ}19'45''$  West 280.00 feet to a point; thence South  $02^{\circ}43'09''$  West 166.75 feet to a point on the North line of Lower Falls Road; thence North  $62^{\circ}35'03''$  West along said North line 112.38 feet to a point; thence North  $87^{\circ}14'47''$  West along said North line 82.89 feet to a point on the East line of Lot 1 of Certified Survey Map recorded in Volume 15 Page 330 as Document No. 1531364; thence North  $02^{\circ}43'15''$  East along said East line 270.00 feet to a point; thence North  $57^{\circ}16'46''$  West along said East line 430.73 feet to a point on the South line of the Union Pacific Railroad Right of Way; thence North  $60^{\circ}28'58''$  East along said South line 87.49 feet to a point; thence Northeasterly 811.54 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 1925.79 feet and whose chord bears North  $73^{\circ}23'20''$  East 805.55 feet to a point; thence Easterly 738.17 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 2797.18 feet and whose chord bears South  $88^{\circ}07'27''$  East 736.03 feet to a point; thence South  $22^{\circ}01'50''$  East 327.95 feet to a point; thence South  $73^{\circ}16'38''$  East 75.96 feet to a point; thence South  $47^{\circ}57'44''$  East 158.04 feet to a point; thence South  $84^{\circ}45'14''$  East 122.56 feet to a point; thence South  $21^{\circ}27'01''$  East 306.38 feet to a point; thence South  $78^{\circ}12'15''$  East 57.72 feet to the point of beginning.

Said described land contains 38.642 Acres (1,683,258 Square Feet).

II

Other Matters

7.3

R. O. No. 186 17 - 18. By CITY CLERK. October 2, 2017.

Submitting an application from Shawn Mather of tres birds workshop (owner of property - Creation & Preservation Partners, Inc.) for a change in the zoning classification of property located at 3530 Lower Falls Road from Class PPUD Pre Planned Unit Development to Class JMKAC PUD Planned Unit Development Classification.

City Plan

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City Clerk





OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: 15062  
FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Shawn Mather of tres birds workshop PHONE NO.: (720) 635-6468  
ADDRESS: 3821 Steele St., Unit B, Denver, CO 80205 E-MAIL: sm@tresbirds.com  
OWNER OF SITE: Creation & Preservation Partners, Inc. PHONE NO.: (920) 458 6144

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 3530 Lower Falls Road  
LEGAL DESCRIPTION: Re: to attached map  
PARCEL NO. #59281216522 MAP NO. \_\_\_\_\_  
EXISTING ZONING DISTRICT CLASSIFICATION: PPUD  
PROPOSED ZONING DISTRICT CLASSIFICATION: JMKAC PUD

**BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE:**

The existing site is a mix of farmland, a wooded hillside, and a meadow that sits above the hillside.

**BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:**

The proposed use for the site is the creation of a dense art storage facility that is open to the public. It is key that the majority of the surroundings of the facility will remain as natural as they currently are.

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Impact to any wetland spaces on the site will be minimal. We are currently working with the DNR on minimizing impact of the facility to the overall site.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The city of Sheboygan has designated this property as PPUD. With this designation, the city has noted the unique nature of the site. The JMKAC PUD will allow design flexibility with regards to the unique nature of this publically available yet dense collection of art within the natural beauty of the site.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

With the base zoning of Suburban Office (SO), the exemptions requested are minimal. A key element of the SO designation is the allowance of institutional structures with a commitment to the natural environment. This is precisely the key to the design and aesthetic of the proposed facility.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Given it's designation as a PPUD, the site is recognized as unique to the City of Sheboygan. With the creation of a one of a kind art storage facility within this pastoral setting, we feel that that the design will be sensitive to the site AND create a building that is a positive asset to the community.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



\_\_\_\_\_  
APPLICANT'S SIGNATURE

09/26/17

\_\_\_\_\_  
DATE

Shawn Mather

\_\_\_\_\_  
PRINT ABOVE NAME

#### APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 171499

License No: 0000

Date: 09/28/2017

Received By: MMD

Received From: SHAWN MATHER OF TRES BIRDS WORKSHOP

Memo: 3530 LOWER FALLS ROAD REZONE

Method of Payment: \$200.00 Check No. 15062

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

# John Michael Kohler Arts Center Art Preserve

## General Development Plan

3530 Lower Falls Road, Sheboygan, WI

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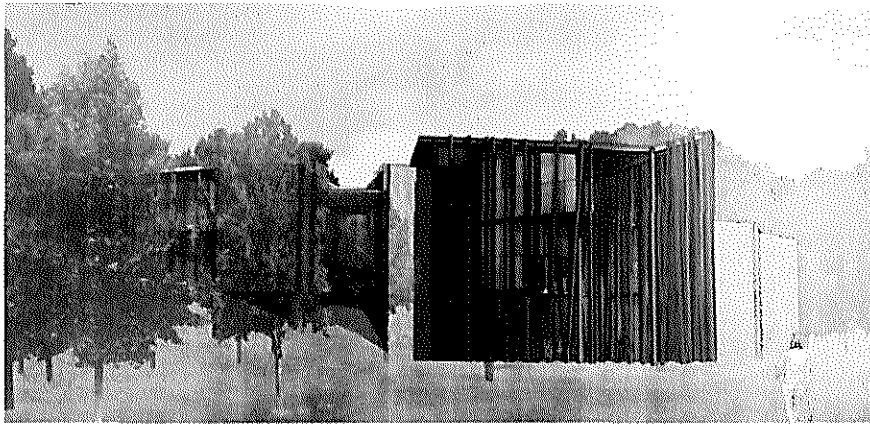
Date: September 26 2017

Client: John Michael Kohler Arts Center

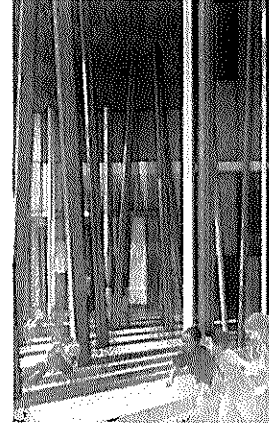
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View from Lower Falls Road



Mid-Range View



Entry view



**tres birds workshop**  
3821 Steple Street, Unit B  
Denver, CO 80205

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## ZONING REQUEST

Existing Zoning: Pre Planned Unit Development (PPUD)

Proposed Zoning: JMKAC Planned Unit Development (JMKAC PUD)

## SITE INFORMATION

### Parcel size

The project area contains a single parcel that equals approximately 38 acres.

### Existing Land Use

The parcel is currently zoned as PPUD. Flat portions of the site, adjacent to Lower Falls Road, are currently planted with corn. Areas of the hillside have natural trees as well as natural meadow space.

### Existing Zoning

Pre-planned Unit Development

### Surrounding Land Uses

South - The property to the south across Lower Falls Road is owned by Sheboygan County and fronts the Sheboygan River.

Immediately to the south of the property on the north side of Lower Falls Rd. is a single family residence.

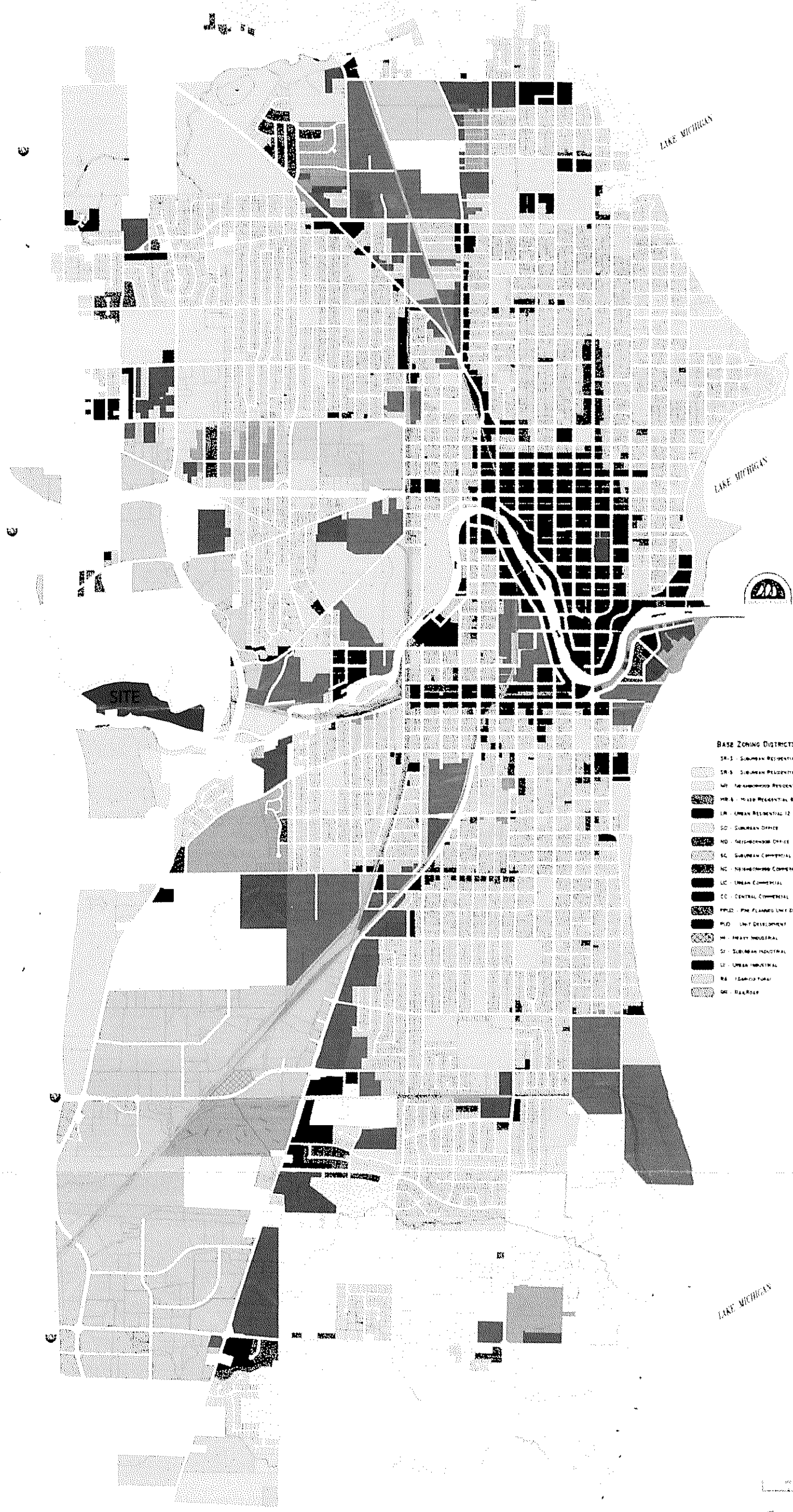
East – The property to the east is owned by the City of Sheboygan and is undeveloped.

North – To the immediate north of the property is a railroad line that runs east to west. Beyond that, there is a single family residence accessed from the north. Otherwise, there are some vacant lands owned by private parties.

There is a single family residence north of the railroad tracks that must be provided access across 3530 Lower Falls Road.

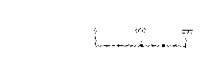
West – To the west of the property is undeveloped land owned by a private party.

# CITY OF SHEBOYGAN 2011 ZONING MAP

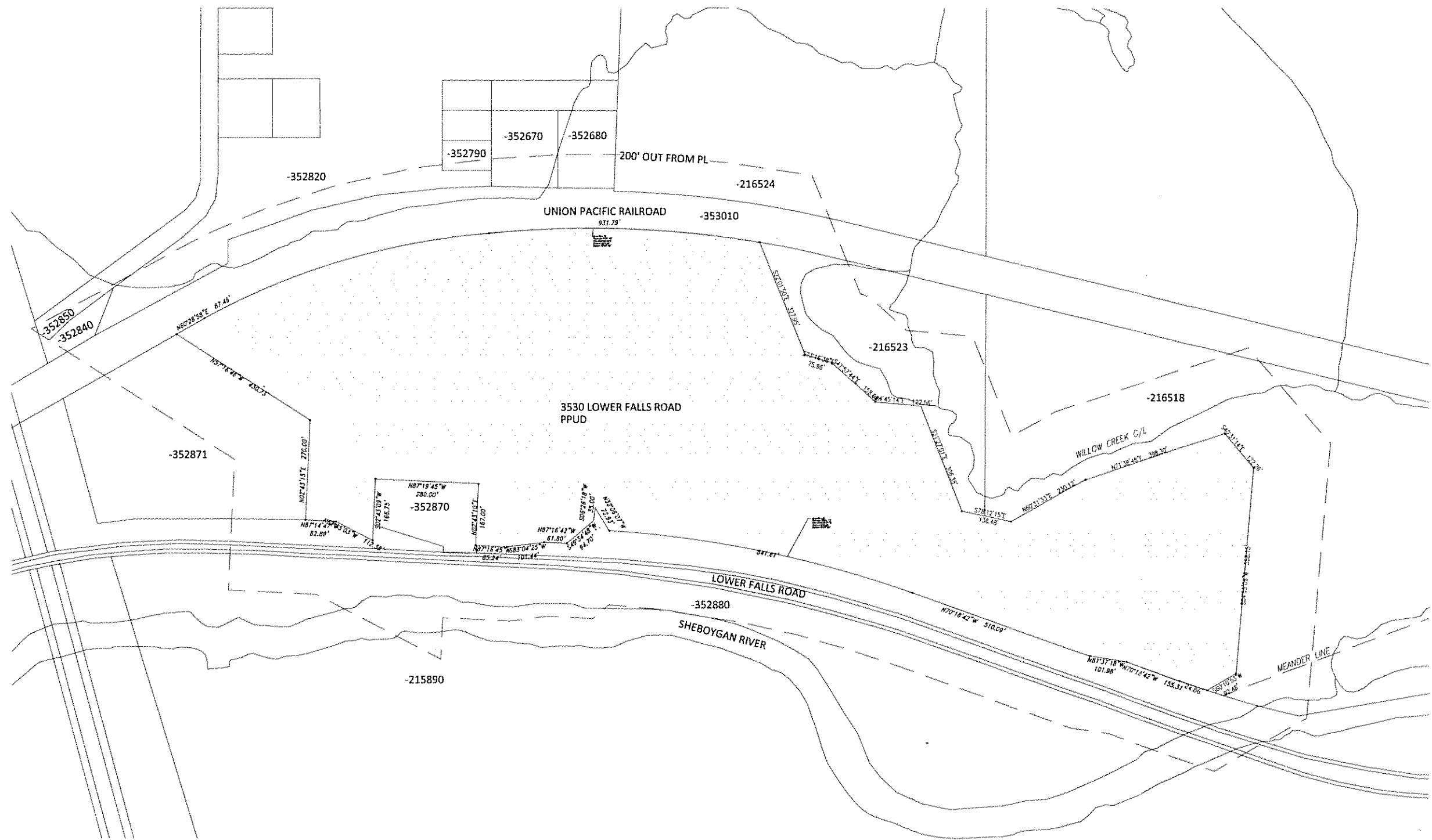


- BASE ZONING DISTRICTS**
- SR-1 - SUBURBAN RESIDENTIAL 1
  - SR-2 - SUBURBAN RESIDENTIAL 2
  - SR-3 - SUBURBAN RESIDENTIAL 3
  - NR - NEIGHBORHOOD RESIDENTIAL
  - HR-1 - HIGH RESIDENTIAL 1
  - HR-2 - HIGH RESIDENTIAL 2
  - UR - URBAN RESIDENTIAL 12
  - CO - SUBURBAN OFFICE
  - NO - NEIGHBORHOOD OFFICE
  - SC - SUBURBAN COMMERCIAL
  - NC - NEIGHBORHOOD COMMERCIAL
  - LC - URBAN COMMERCIAL
  - CC - CENTRAL COMMERCIAL
  - PLD1 - PLAN PLANNED UNIT DEVELOPMENT
  - PLD - UNIT DEVELOPMENT
  - HI - HEAVY INDUSTRIAL
  - SI - SUBURBAN INDUSTRIAL
  - LI - URBAN INDUSTRIAL
  - RE - REAR LOT TOWN
  - GE - GARAGE

LAKE MICHIGAN



SITE LOCATION - JOHN MICHAEL KOHLER ARTS CENTER ARTS PRESERVE



JMKAC Art Preserve Project Area Map

0 75 150 300  SCALE: 1" = 300'

09/18/2017

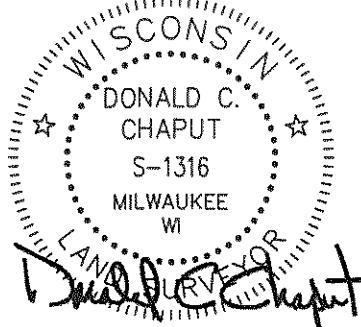
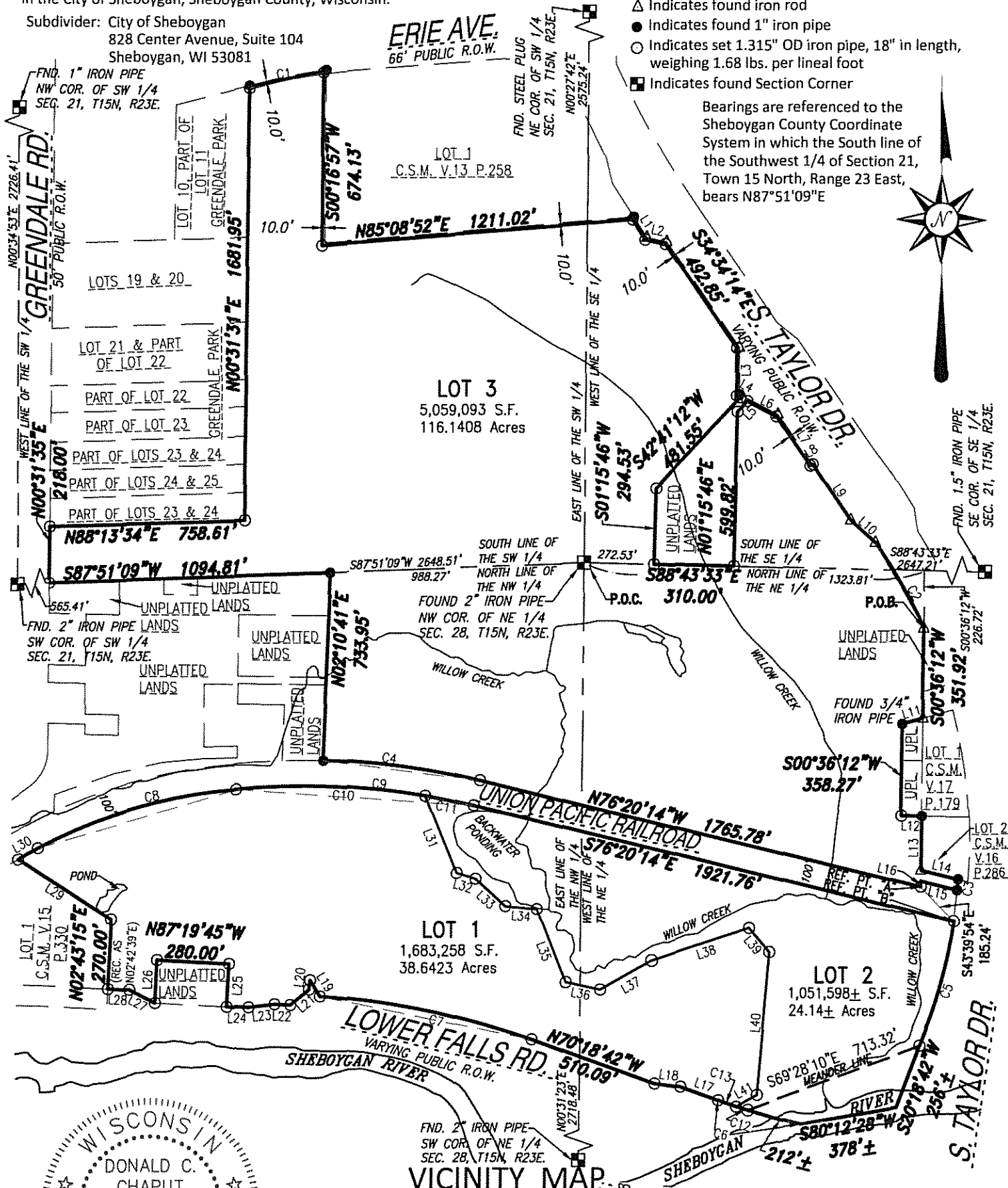
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

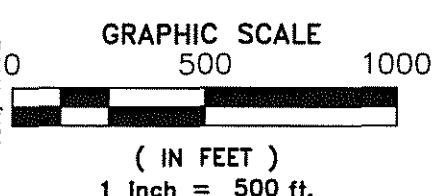
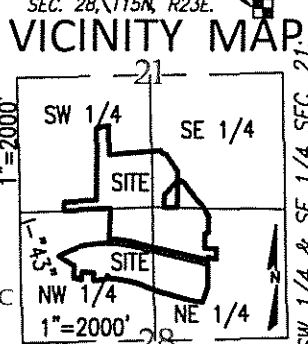
Subdivider: City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081

- △ Indicates found iron rod
- Indicates found 1" iron pipe
- Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot
- Indicates found Section Corner

Bearings are referenced to the Sheboygan County Coordinate System in which the South line of the Southwest 1/4 of Section 21, Town 15 North, Range 23 East, bears N87°51'09"E



**CHAPUT LAND SURVEYS LLC**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com



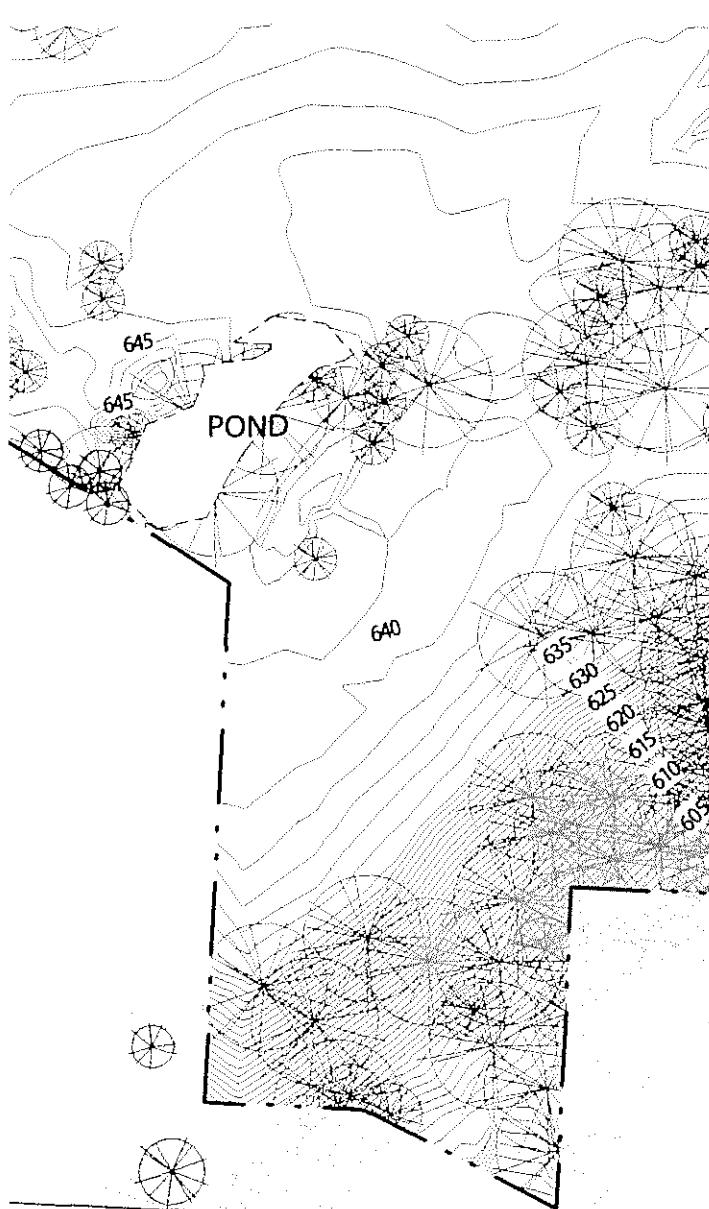
This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

SHEET 1 OF 5  
Date: May 17, 2016  
Drawing No. 2242-dmb

### Nearby Property Owners

<u>Address</u>	<u>Tax ID</u>	<u>Property Owner</u>
3022 Lower Falls Rd.	59281216518	City of Sheboygan
	59281216524	City of Sheboygan
	59281216523	City of Sheboygan
Lower Falls Rd.	59024352871	Thomas G. DuCharme
1115 Greendale Rd.	59024352820	Thomas G. DuCharme
1008 Greendale Rd.	59024352850	St. Cyril and Methodius
Greendale Rd.	59024352790	Walter Gersmehl
3702 Lower Falls Rd.	59024352870	David and Patricia Mohnsam
3301 Lower Falls Rd.	59024352880	Sheboygan County
Railroad easement	59024353010	Union Pacific Railroad Tax Dept.
3618 Lower Falls Rd.	59024352670	Todd and Melissa Bertschy
	59024352680	Todd and Melissa Bertschy
	59024352840	Town of Sheboygan
1 University Dr.	59281215890	Sheboygan County U.W.





OBJECT AREAS		
	AREA	%
PAVED SITE	2633305 SF	96%
ROAD / PARKING	57274 SF	2%
NEW PARKING	19007 SF	1%
PATHWAYS	4390 SF	0%
FOOTPRINT	20144 SF	1%
	2734119 SF	100%

GROSS BUILDING AREAS		
	AREA	%
LEVEL	19508 SF	35%
	17036 SF	30%
	19708 SF	35%
	56252 SF	100%

PARKING SCHEDULE		
	#	COMMENTS
FREE LOT		
Parking Stall	6	SPACES RESERVED FOR ART PRESERVE STAFF
NEAREST LOT		
	3	ADJACENT TO MAIN ENTRANCE
Parking Stall	4	
LOW LOT		
Parking Stall	56	GRAVEL PARKING LOT

- NOTES**
- LOADING DOCK
  - PAVED ASPHALT
  - GRAVEL PARKING LOT
  - PATHWAY
  - (E) WETLANDS TO REMAIN
  - STREET LIGHT; RE: ELECTRICAL DRAWINGS
  - UPPER MEADOW; RE: LANDSCAPE DRAWINGS
  - OUTDOOR GATHERING SPACE; RE: LANDSCAPE DRAWINGS
  - MEADOW; RE: LANDSCAPE DRAWINGS

1" = 100'-0"

tres birds workshop

JMKAC ART PRESERVE GDP MASTER PLAN

SK-10 14

## Site Use Description

John Michael Kohler Art Preserve

The John Michael Kohler Art Preserve occupies the parcel with the address: 3530 Lower Falls Road. The parcel # for the property is: 59281216522.

Description:

- 3 story building
- 19,600 SF footprint
- Total of 53,071 SF
  - ~38,000 SF of space devoted to collections
  - ~15,000 SF of space devoted to classrooms/archives/and back of house uses.
- Dimensions of the building are roughly; 180' x 100'
- From the lowest level of grade, the structure is 60' tall
- Landscaping concept is that the area around the structure shall have a more formal landscape. Landscaping on the remainder of the property shall be cleared of invasive species while maintaining its natural appearance.
- Parking will consist of:
  - 3 Accessible parking spots
  - A loading area
  - 47 paved parking spots
  - Approximately 60 spots in an overflow parking area that shall be permeable.
- A number of trails will be developed that will be available to the public—these will be unpaved and it is assumed they will be mown paths.



## Requested Zoning Exemptions

John Michael Kohler Art Preserve

The City of Sheboygan Zoning Ordinance requires a list of exemptions from the site’s existing zoning as part of the General Development Plan (GDP) in the Planned Unit Development (PUD) Process.

The existing zoning for this project is Pre-Planned Unit Development which has no established requirements, therefore we are using Suburban Office (SO) as the base zoning for this site.

The following illustrates how the JMKAC Art Preserve project, which requests JMKAC PUD zoning differs from Suburban Office (SO) per the City of Sheboygan Zoning Ordinance requirements.

## Requested Land Use Exemptions

No land use exemptions are requested. Indoor Institutional uses are permitted as special use in the Suburban Office zoning.

## Requested Density and Intensity Exemptions

No density and intensity exemptions are requested. The building has a footprint of 19,600 SF \*-(.45 acres) and is located on a site of +38 acres.

The minimum landscape surface ratio is roughly .98 which exceeds the required ratio of .25

The 38 acre property exceeds the 1 acre minimum lot requirement.

## Requested Bulk Requirement, Parking, Landscape Exemptions

Suburban Office (SO) Zoning District	JMKAC PUD	
Minimum Lot Area (1 Acre)	Satisfied	38 Acres
Minimum lot width (100 ft)	Satisfied	+3000 SF
<b>Minimum Setbacks</b>		
Building to Front or Street Side Lot Line (25 feet)	Satisfied	158'
Building to Residential Side Lot line (25 feet)	Satisfied	365'
Building to Residential Rear Lot line (25 feet)	Satisfied	375'
Building to Nonresidential Side lot line (10 feet)	N/A	
Building to Nonresidential Rear Lot line (10 feet)	N/A	
Peripheral Setback	N/A	
Minimum Paved Surface setback: 5 feet from side or rear	Satisfied	20'
Minimum Building Separation (20 feet)	Satisfied	250'
Maximum building ht. (35 feet)	Exemption	60 feet
<b>Minimum Number of Off street Parking Spaces required on the lot.</b>	Exemption	50 spaces + 58 spaces at overflow parking = 108 spaces
Per 15.206, 3 (c) Indoor Institutional = 1 spot per 250 Gross SF of Public Space: 152 Patrons + 6 employees = 158 Spots		
<b>Landscaping</b>		
Landscaping Points (SO)	Details of landscaping approach and a general signage plan will be explained as part of the Precise Implementation Plan (PIP). Given the nature of the site, it is anticipated that the landscape work shall meet the requirements.	
Perimeter: 700 LF= 7 x 40 = 280 points required at perimeter		
Area: 18,000 SF = 18 x 15 = 270 points required.		
Frontage: 2000 LF, 20 x 40 = 800 points required.		

**VII**

*Other Matters*

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC SAFETY COMMITTEE. November 20, 2017.

Your Committee who met and discussed a "Request for Public Safety Consideration (IFC)" by Fire Chief Romas to recommend that the Common Council authorize city staff to seek bids for Station 1 building repairs, consistent with the adopted 2018 budget; recommends approval of the request.

*Lies over*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC SAFETY COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** 2018 Fire Department Capital Budget Station Repairs

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**REPORT PREPARED BY:** Michael Romas, Fire Chief

---

**REPORT DATE:** November 2, 2017

**MEETING DATE:** November 15, 2017

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**FISCAL SUMMARY:**

Budget Line Item:	Building Improvements
Budget Summary:	Capital Improvement Fund
Budgeted Expenditure:	\$778,725
Budgeted Revenue:	G.O. Debt

---

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:** Fire Station 1 requires major building repairs. A structural survey, performed May 28, 2015 on Fire Station 1 (9th Street and New York Avenue) by ZS Structural Engineering Company recommended a ten-year interior and exterior repair plan totaling \$1.1 million. The approved 2018-2022 Capital Improvement Program includes \$778,725 and \$337,090 in 2018 and 2021 respectively.

**STAFF COMMENTS:** Here are the justifications to proceed with the repairs to Fire Station 1 as approved in the 2018 Capital Improvement Fund budget:

1. The firefighters working and living in stations 1, as well as visitors, are at risk.
2. Repair costs will increase.
3. Due to reductions in 2017 Capital budget (from \$6.3 million to \$5.0 million), 90% of the repairs to Station 1 was stopped, delayed and extended out over four years, increasing safety risks.
4. Keeping five stations repaired and operational is the most cost-effective option (\$1.4 million), when compared to combining 2 stations into one newly built station. (\$3.0 million) or adding a fire station to a new city hall (\$2.25 million).
5. If the five-station model changes, the repairs will still be needed to sell the property.
6. Repair work at Station 1 already begun in 2017 and continuing through completion is the most cost-effective option.
7. In anticipation of repairs, the work has been scheduled early to mid-2018. Alterations to the schedule will delay safety improvements.

**ACTION REQUESTED:** Motion to recommend Common Council authorize city staff to seek bids for Station 1 building repairs, consistent with the adopted 2018 budget.

**ATTACHMENTS:**

- I. Original ZS engineering studies for Station 1.



# The City of Sheboygan Fire Station No. 1

**ZS LLC**

## Property Assessment Report-FINAL

10501 West Research Drive  
Suite 207  
Milwaukee, WI 53226

Phone: 414-727-5000  
Fax: 414-727-6666

[www.zsllc-us.com](http://www.zsllc-us.com)

- Building Envelope Consulting
- BIM Consulting
- Structural Engineering
- Forensic Engineering

Prepared for:  
**City of Sheboygan**  
 828 Center Avenue, Suite 205  
 Sheboygan, WI 53081  
 Attn: Mr. Bernard Rammer  
 Purchasing Agent



**Sheboygan Fire Station No. 1**  
**833 New York Avenue**  
**Sheboygan, WI 53018**



**IBC Engineering Services, Inc.**

N8W22195 Johnson Dr.  
Suite 180  
Waukesha, WI 53186

Phone: 262-549-1190  
Fax: 262-549-1120

[www.ibcengineering.com](http://www.ibcengineering.com)

- Mechanical
- Electrical
- Plumbing Engineering



May 29, 2015  
 ZS Project No. 7402



Building Envelope Consulting  
BIM Consulting  
Structural Engineering  
Forensic Engineering

ZS LLC  
10501 W. Research Drive  
Milwaukee, WI 53226

Phone 414.727.5000  
Fax 414.727.6666  
Web zslc-us.com

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Building Envelope Consulting  
BIM Consulting  
Structural Engineering  
Forensic Engineering

ZS LLC  
10501 W. Research Drive  
Milwaukee, WI 53226

Phone 414.727.5000  
Fax 414.727.6666  
Web zslc-us.com

May 29, 2015

Mr. Bernard Rammer  
Purchasing Agent  
City of Sheboygan  
828 Center Avenue, Suite 205  
Sheboygan, WI 53081

Subject: **Fire Station 1 Condition Assessment FINAL Report  
833 New York Avenue, Sheboygan, Wisconsin**

Dear Mr. Rammer:

The following is a report associated with the ZS LLC (ZS) condition assessment of the Sheboygan Fire Station No.1 property located at 833 New York Avenue in Sheboygan, Wisconsin. ZS teamed with IBC Engineering (IBC), a Mechanical, Electrical, and Plumbing engineer, to perform the assessment.

## **INTRODUCTION**

The ZS/IBC team was retained to perform a Condition Assessment related to the 2 story fire station structure located at 833 New York Avenue in Sheboygan, Wisconsin (Figure 1). The scope of the assessment included a 3D laser scan of the building's exterior facade and parapets, as well as surveys of the following systems: site, building envelope, structural, architectural, mechanical, plumbing, electrical, and fire suppression and detection.

The primary goal of this Condition Assessment was to evaluate the conditions of exterior and interior elements, describe conspicuous defects associated with the parking garage facade, provide projected remaining useful life, and provide a twelve (12) year projected capitol project outlook associated with maintenance and repairs to the building. The completion of these goals will help advance the vision of the City of Sheboygan for the project by balancing project cost, building performance, and the overall architecture of the building.

## **BACKGROUND**

The subject facility is a two story masonry structure that was originally built in 1907, and is approximately 14,600 square feet. The structure is a City of Sheboygan and Sheboygan County Historic Landmark, and is currently in use as the City of Sheboygan's Fire Station No. 1 (Figure 2). The primary exterior building envelope components consist of original cream city brick coursing, limestone architectural elements, aluminum framed storefront entrance and window systems, and an EPDM roof system. Spaces within the building consist of mechanical space, vehicle storage, offices, bedrooms, a kitchen and exercise room.

### **3D Laser Scan**

**Description:** A 3D laser scanner was used to document and assess the conditions of exterior facades and parapets, as well as detection of out-of-plane wall movement which would otherwise not be noticeable using standard inspection techniques. Multiple scan locations were determined and then combined into a composite point cloud to prepare a 3D model (Figure 3). The point cloud was then used to perform out of plane movement analysis of the parapets and for investigation and quantification of any other anomalies identified during the survey.

**Images:** Using the laser scanning data, out-of-plane movement of the walls were identified and accurately measured and depicted. Figures 4 - 6 show the extent of movement of the walls at different elevations. The figures show a colorized point cloud scale depicting the extent of the out-of-plane movement. Red colored areas of the scan indicates out-of-plane wall movement of two inches. For this type of wall, areas of the wall that are bulging two inches or greater are considered excessive and should be repaired.

**Findings/Observations:** The following specific conditional issues were noted during the laser scan of the facades: bulging brick at parapet level and tower on north and west facades (Figures 4 - 6).

## **FIELD OBSERVATIONS**

ZS and IBC performed a thorough visual survey of the existing building systems at the subject facility. Each building system type was identified, inventoried, and conditionally assessed. The following represents a description and conditional overview for each building system:

### **I. Exterior**

**Description:** Assessment of the building's exterior systems including: site features, exterior masonry walls, parapets, doors, windows, roofs, and below-grade foundation waterproofing.

#### **A. Site:** Assessment of hardscapes, exterior stairs, and grounds.

**Description:** The site surrounding the building consists of concrete below-grade steps on the west facade, an asphalt parking lot on the south facade, and concrete sidewalks and driveway area.

**Estimated Age:** Varies

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the visual survey of the exterior site:

##### **a. Deterioration at exposed foundation walls within below-grade stairwell (Figure 7).**

**Repair/Timeframe:** Tuckpoint exposed stone surfaces and patch spalled/deteriorated stone units (1-3 years).

#### **B. Roof:** Assessment of all roof areas.

**Description:** Fully adhered EPDM roof system (Figure 8).

**Estimated Age:** 1990

**Estimated Remaining Life:** 1-3 years





**Conditional Issues:** The following specific conditional issues were noted during the visual survey of the roof:

- a. Deteriorated stone coping sealant at all locations (Figure 9).  
**Repair/Timeframe:** Remove all existing stone coping sealant and replace with new sealant (1-3 years).
- b. Paint deterioration on metal coping at isolated locations (Figure 10).  
**Repair/Timeframe:** Replace copings in conjunction with roof replacement (1-3 years).
- c. Roof seams are open in approximately 25% of the locations (Figure 11).  
**Repair/Timeframe:** Replace roof system (1-3 years).
- d. Sheet metal vents are corroded at all units (Figure 12).  
**Repair/Timeframe:** Replace units in conjunction with roof replacement (1-3 years).
- e. Disconnected light fixture near the northeast corner (Figure 13).  
**Repair/Timeframe:** Reattached light fixture (1-3 years).
- f. Deteriorated sealant on top of sheet metal counter flashing at all locations (Figure 14).  
**Repair/Timeframe:** Replace roof system (1-3 years).
- g. Improperly sealed and failed seals at A/C line penetrations throughout (Figure 15 & 16).  
**Repair/Timeframe:** Replace roof system (1-3 years).
- h. Open seams along wall flashings at multiple locations (Figure 17).  
**Repair/Timeframe:** Replace roof system (1-3 years).
- i. Dirt buildup observed indicating water ponding at south roof edge (Figure 18).  
**Repair/Timeframe:** Adjust roof slope to achieve positive slope to drain during roof replacement (1-3 years).
- j. Standing water in south roof gutter (Figure 19).  
**Repair/Timeframe:** Adjust gutters to positively drain towards downspouts (1-3 years).

**Roof Commentary:** The existing roof systems are exhibiting numerous failures and deteriorated conditions. Complete replacement is recommended.



**C. Facade: Assessment of all facades and systems.**

**1. Windows.**

**Description:** The windows throughout the building are mill finish aluminum frame systems, consisting of synthetic material panels at the upper sashes and clear insulated glass at the lower sashes (Figure 20). The interior wood frames are original construction, and were refinished in the 1990's. There is a hose tower on the northwest corner of the building that includes non-original glass block units within window openings.

**Estimated Age:** 1990's

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the visual survey of the windows:

- a. Window perimeter sealant is deteriorated at all locations (Figure 21).

**Repair/Timeframe:** Remove existing sealant from all window units and reseal all perimeters with new sealant (1-3 years).

**2. Doors.**

**Description:** The storefront entrance assemblies are mill finish aluminum frame systems with clear single pane glazing (Figure 22). Two original wood doors are located on the west facade. Two sets of metal clad wood framed french doors with transom windows are present on the south facade.

**Estimated Age:** Varies

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the visual survey of the doors:

- a. West facade wood doors in extremely poor condition (Figure 23).

**Repair/Timeframe:** Replace doors on west facade (0-1 years).

**3. Brick Masonry.**

**Description:** The brick throughout the building consists of cream city brick units with red brick arched lintels above each window on the north and west facades.

**Estimated Age:** Original construction (1907).

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the visual survey of the building's exterior brick:

- a. Brick cracking at random locations (Figure 24).

**Repair/Timeframe:** Remove crack brick masonry units and replace with new brick provide horizontal stitching reinforcement as necessary (3-5 years).

- b. Deteriorated brick units at the chimney (Figure 25).

**Repair/Timeframe:** Replace deteriorated bricks (1-3 years).



c. Loose brick units at isolated locations (Figure 26).

**Repair/Timeframe:** Remove and reset loose brick units (0-1 years).

d. Mortar deterioration throughout (Figure 27 & 28).

**Repair/Timeframe:** Cut out existing mortar to a depth of a minimum of ¾" and install new pointing mortar (1-3 years).

e. Deteriorated cementitious parge coating (at removed cornice area) on upper portion/parapets at north and west facades (Figure 29).

**Repair/Timeframe:** Removed deteriorated parge coat and replace with alternate coating material (1-3 years).

f. Corroded steel lintels at most locations with rust jacking causing brick masonry out of plane movement and interior cracking (Figure 30 & 31).

**Repair/Timeframe:** Remove brick to expose lintels at identified locations, repair or replace lintels, install new through wall flashing and replace removed brick masonry (1-3 years).

#### 4. Stone Masonry.

**Description:** Limestone bands as well as limestone architectural elements are present on the north facade.

**Estimated Age:** Original construction (1907)

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the visual survey of the building's exterior stone elements:

a. Cracked stone units at several locations (Figure 32).

**Repair/Timeframe:** Perform stone crack repair (1-3 years).

b. Erosion of outer surface of stone units along the base of the north facade (Figure 33).

**Repair/Timeframe:** Remove loose stone material and tool/reprofile stone units (1-3 years).

c. Spalled stone units at several locations (Figure 34).

**Repair/Timeframe:** Perform Dutchmen repair of spalls (1-3 years).

d. Deteriorated and cracked stone sills (Figures 35 & 36).

**Repair/Timeframe:** Remove deteriorated stone sills and replace with new limestone sills (1-3 years).

## II. Interior

**Description:** Architectural systems assessment including: stairways, hallways, elevator, ADA access, fire escapes, office layout. Structural systems assessment including: foundation, structural frame, exterior walls, and parapets.

### A. Basement.

**Description:** The basement level consists of multiple finishes, and is primarily unused. Most areas are vacant with the exception of some spaces used for storage.

**Estimated Age:** Original construction (1907)

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the interior visual survey of the basement:

- a. Corrosion of structural elements causing concrete/foundation wall spalling (Figures 37 - 39).

**Repair/Timeframe:** Remove all corrosion where possible. Replace structural members with section loss (0-1 years).

- b. Efflorescence on ceiling and water staining on floor under east apparatus bay (Figures 40 & 41). ZS observed active leaking into the basement while the apparatus bay floor was being washed down with water.

**Repair/Timeframe:** Limit heavy water spraying of the floors or install waterproofing membrane over floor to prevent leakage into the basement.

- c. Brick deterioration on brick masonry columns (Figure 42).

**Repair/Timeframe:** Replace deteriorated bricks units (1-3 years).

- d. Deteriorated mortar joints on brick masonry columns and along foundation walls (Figure 42).

**Repair/Timeframe:** Removed existing mortar joints to a depth of a minimum of  $\frac{3}{4}$ " and install new mortar (1-3 years).

- e. Missing hallway ceiling tiles (Figure 43).

**Repair/Timeframe:** Replace ceiling tiles (0-1 years).

- f. Minor paint cracking/peeling in isolated locations (Figure 44).

**Repair/Timeframe:** Clean, prime and paint areas where failed (1-3 years).

- g. Water leaking from first floor garage area floor drain to basement. Water leakage from the drain is causing efflorescence in the basement as well as steel corrosion and concrete spalls on the north wall (Figure 45).

**Repair/Timeframe:** Replace failed floor drain (0-1 years).

## **B. First Floor - Second Floor.**

**Description:** The first & second floor levels consist of multiple finishes, and are the most used floors throughout the building. The first floor is primarily apparatus bay space, as well as a common area including a kitchen. The second floor consists of bedrooms and bathrooms, with the exception of limited office space and a workout room.

**Estimated Age:** The first floor was remodeled in 1993; the second floor was remodeled in 1995 and 1997.

**Estimated Remaining Life:** Sustainable with repair and maintenance.

**Conditional Issues:** The following specific conditional issues were noted during the visual surveys of the first and second floors:

a. Carpeting throughout in fair condition (Figure 46).

**Repair/Timeframe:** Replace carpet (3-5 years).

b. Ceiling tiles throughout in fair condition; some ceiling tiles on the second floor showing signs of leakage/staining (Figure 47).

**Repair/Timeframe:** Replace ceiling tiles (3-5 years).

c. First floor concrete flooring in fair condition (Figure 48).

**Repair/Timeframe:** Reseal concrete floor (1-3 years).

d. Minor deterioration of wood trim at first floor garage door (Figure 49).

**Repair/Timeframe:** Replace deteriorated wood trim (1-3 years).

e. All floor penetrations are not properly sealed and allow water from floor cleaning to leak into the basement (Figure 50).

**Repair/Timeframe:** Install new sealant around penetrations (0-1 years).

**Interior Commentary:** The interior of Fire Station No. 1 is in overall good condition.

## **III. Mechanical**

**Description:** Assessment of heating, ventilation, air conditioning, water heaters, and environmental controls.

### **A. Heating Plant.**

**Description:** The primary source of heating for the fire house is two 232 Mbh natural gas-fired hot water boilers located in the basement.

**Estimated Age:** 1996

**Estimated Remaining Life:** Approximately 11 years

**Conditional Issues:** The boilers appears to be well maintained and in relatively good condition. Fire department staff reported that the boilers have been functioning well.

**Repair/Timeframe:** Replace boilers at end of life expectancy.



## **B. Heating Distribution.**

**Description:** Hot water supply and return piping extend from the boiler to hot water coils throughout the building.

**Estimated Age:** Approximately 19 years; Hot water piping was installed at same time as boilers.

**Estimated Remaining Life:** Can vary significantly with water quality. System appears to be well maintained, and it is reasonable to expect piping to last for the foreseeable future.

**Conditional Issues:** It was observed that in some areas the piping insulation was compromised or missing completely.

**Repair/Timeframe:** Repair or restore missing insulation at such time as is convenient. There is no functional problem caused by the missing insulation, but repairing would slightly improve energy efficiency of the system.

## **C. Supplemental Heating.**

**Description:** The vehicle bays are heated by two large gas-fired unit heaters when the overhead doors are open.

**Estimated Age:** Less than five years

**Estimated Remaining Life:** 10-15 years

**Conditional Issues:** The units appear to be in good condition. No operational issues were reported by Fire Department staff.

**Repair/Timeframe:** Replace units at end of life.

## **D. Combined Cooling and Ventilation.**

**Description:** The lower level eating and living areas and the upper level are cooled with three split system cooling units. The indoor unit (fan and refrigerant cooling coil) for the lower level is located above the living area ceiling, with a condensing unit hanging on the exterior of the south wall of the building.

Two indoor units (fan and refrigerant cooling coil) are located above the east and west corridors ceilings on the second level and serve the second level sleeping, office and recreation areas. The condensing units for these units are located on the roof.

All three systems include hot water coils in the supply ductwork downstream of the indoor unit to provide heating for these spaces.

**Estimated Age:** 16 – 18 years

**Estimated Remaining Life:** None – units have already exceeded typical life expectancy for this equipment.

**Conditional Issues:** The units appear to be working order, but are past the end of their expected life. The outdoor condensing units are in poor condition, which is to be expected given their age and exposure.

**Repair/Timeframe:** Replace units upon failure.



#### **E. Exhaust Systems.**

**Description:** Vehicle exhaust is provided by two recently installed tailpipe exhaust systems.

General exhaust from kitchen hood and from toilet rooms is provided by exhaust fans located on the roof.

**Estimated Age:** Less than 5 years (vehicle exhaust), 15 – 20 years (general exhaust)

**Estimated Remaining Life:** Vehicle exhaust should last another ten years if well maintained. It is possible that new firefighting equipment will require upgrade to vehicle exhaust before the system fails.

The general exhaust fans are not expected to last more than an additional 5 years.

**Conditional Issues:** The vehicle exhaust systems appear to be in good condition. There have been some ongoing functional issues with the unit in the west bay, but fire department staff reported that repair of this unit is occurring now.

The exhaust fans serving the general exhaust appear to be working order, but are past the end of their expected life and are in poor condition, which is to be expected given their age and exposure.

**Repair/Timeframe:** Replace units upon failure.

#### **IV. Electrical**

**Description:** Assessment of primary service, emergency generator, lightning protection, and lighting.

##### **A. Utility Service and Normal Power Distribution.**

**Description:** Sheboygan Fire House 1 has an existing underground electrical service provided by an exterior pad mounted utility transformer and building mounted utility meter/CT cabinet.

The electrical service enters at the southeast corner of the building to a 200 Amp, 120/240 Volt, single phase, three wire, (30) circuit, Siemens I-T-E indoor load center.

This load center is labeled EP-1 and serves a 100 Amp, 120/240 Volt, single phase, three wire, (30) circuit, Siemens I-T-E indoor load center.

This load center is labeled EP-2 and serves a 100 Amp, 120/240 Volt, single phase, three wire, (24) circuit, Square-D QO load center (labeled LP-3).

**Estimated Age:** 1999

**Estimated Remaining Life:** Approximately 11-14 years; the life expectancy of this electrical equipment is 25-30 years.

**Conditional Issues:** All of this equipment is in fair to good condition and not in need of immediate replacement.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.



## **B. Emergency Power Distribution.**

**Description:** The existing emergency power system is served from an exterior pad mounted, 33kW natural gas, stand-by, Kohler-30RZG enclosed generator.

The emergency feeder enters the building at the same location of the normal power distribution and is protected by a 400 Amp, 240 Volt, Square-D main disconnect switch.

From there, the emergency power distribution moves onto a Kohler transfer switch and (2) circuit, Square-D enclosed circuit breaker serving emergency lighting only.

**Estimated Age:** 2005

**Estimated Remaining Life:** Approximately 15-20 years; the life expectancy of this electrical equipment is 25-30 years.

**Conditional Issues:** All of this equipment is in good condition and not in need of immediate replacement. Staff indicated that the generator is tested weekly and monthly. There are no current issues with it.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

## **C. Lighting System.**

**Description:** The existing lighting system consists of linear T8 utility light fixtures, general use surface and recessed mounted lighting fixtures and red exit signs. Lighting control consist of standard toggle wall switches. Exterior lighting consists of two wall mounted area light fixtures and a wall mounted flag pole fixture which are controlled by existing Figurecell.

**Estimated Age:** Unknown

**Estimated Remaining Life:** Unknown, the life expectancy of T8 lamps is 30,000 hours of operation and the life expectancy of electronic ballasts is 50,000 hours of operation.

**Conditional Issues:** Existing circuit fed from generator only serves building exit signs and second floor egress lighting.

**Repair/Timeframe:** The following options are presented in order to solve the existing conditional issues:

**Repair Option A:** Connect appropriate existing light fixtures on the first floor to existing lighting circuit feed from the existing emergency lighting circuit to provide proper egress lighting. Existing emergency lighting circuit only serves light fixtures on the second floor.

## **D. Paging System.**

**Description:** The existing paging system consists of Rauland – FAX 120 head end, Rauland – AF4601 amplifier, interior and exterior load speakers, and wall mounted paging speakers and wall mounted handheld microphones.

**Estimated Age:** Unknown

**Estimated Remaining Life:** Unknown; the life expectancy of this paging equipment is 20 years.





**Conditional Issues:** None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

#### **E. Phone System.**

**Description:** The existing phone system enters the building in the basement and is distributed throughout the building to wall phones and wall jacks.

**Estimated Age:** Unknown

**Estimated Remaining Life:** Unknown; the life expectancy of a phone system is 7-10 years.

**Conditional Issues:** None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

#### **F. Fire Alarm System.**

**Description:** The existing fire alarm system consists of standalone battery operated smoke detectors.

**Estimated Age:** 1997

**Estimated Remaining Life:** Unknown; the life expectancy of fire alarm smoke detectors is 10 years.

**Conditional Issues:** System is past its life expectancy.

**Repair/Timeframe:** The following options are presented in order to solve the existing conditional issues:

**Repair Option A:** Remove existing standalone battery operated smoke detectors. Provide new fire alarm system to include control panel, annunciator, manual pull stations and notification devices. New fire alarm system shall be served from emergency power.

#### **G. CATV System.**

**Description:** The existing cable television system enters the east side of the building and is distributed throughout the building to wall outlets.

**Estimated Age:** Unknown

**Estimated Remaining Life:** Unknown; the life expectancy of this equipment is 20 years.

**Conditional Issues:** None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.



#### **H. Security System.**

**Description:** The existing security system consists of a door handle keypad and pushbutton doorbell at the main entry on the north side of the building.

**Estimated Age:** Unknown

**Estimated Remaining Life:** Unknown; the life expectancy of this equipment is 100,000 cycles of operations.

**Conditional Issues:** None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

#### **I. Lightning Protection System.**

**Description:** Existing panelboard directories indicate existing lightning arrestors. However, no lightning arrestors were observed. Perhaps they are installed on top of the northwest fire hose shaft.

**Estimated Age:** Unknown

**Estimated Remaining Life:** Unknown; the life expectancy of this equipment is 20 years.

**Conditional Issues:** None observed.

**Repair/Timeframe:** Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

### **V. Plumbing**

**Description:** Assessment of water supply, restroom fixtures, and waste piping.

#### **A. Domestic Water Heating.**

**Description:** A natural gas fired water heater located in the basement provides hot water for the fire house.

**Estimated Age:** Approximately 10 years

**Estimated Remaining Life:** Approximately 5 years

**Conditional Issues:** The water heater appears to be well maintained and in relatively good condition. Fire department staff reported that the water heater has been functioning well.

**Repair/Timeframe:** Replace water heater at end of life expectancy.

#### **B. Water Distribution.**

**Description:** The piping in the building appears to be a mix of copper piping that was likely installed during the remodeling projects of the 1990's and older galvanized piping.

Most of the plumbing fixtures in use appear to have been replaced in the 1990's remodeling projects, although some older fixtures remain in the basement.

**Estimated Age:** 18 years and older.



**Estimated Remaining Life:** Can vary significantly with water quality. System appears to be well maintained, and it is reasonable to expect piping and fixtures to last for the foreseeable future.

**Conditional Issues:** All piping and fixtures appeared to be well maintained and in good working condition.

**Repair/Timeframe:** Repair seals and valves on plumbing fixtures as needed.

### **12 YEAR CAPITAL REPAIRS AND MAINTENANCE OUTLOOK**

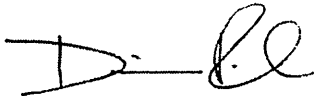
Please see the 12 Year Capital Repairs and Maintenance Outlook repair list and cost estimate in Appendix A. Repairs are listed and categorized by 0-1 year, 1-3 year, 3-5 year, 5-8 year, and 8-12 year repairs. Costs are in 2014 values and are not escalated.

### **CLOSING**

If you have any questions or require additional information, please feel free to contact our office.

Sincerely,

ZS LLC



Darin C. Rickert, AIA, RRC, LEED AP  
Senior Architect and Building Envelope Consultant



**REPRESENTATIVE FIGUREGRAPHS**



Figure 1: Fire Station No. 1 location.



Figure 2: Fire Station No. 1 Aerial View.

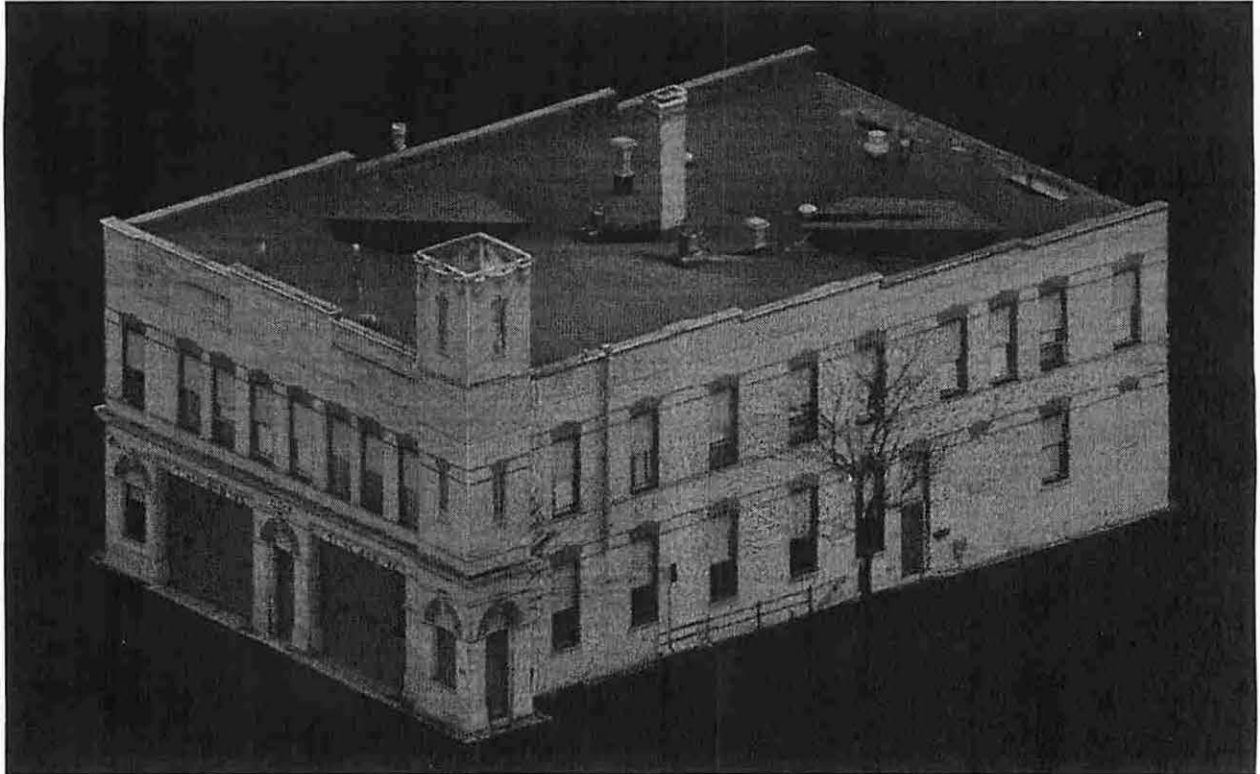


Figure 3: Sheboygan Fire Station No. 1 colorized 3D laser scan image.

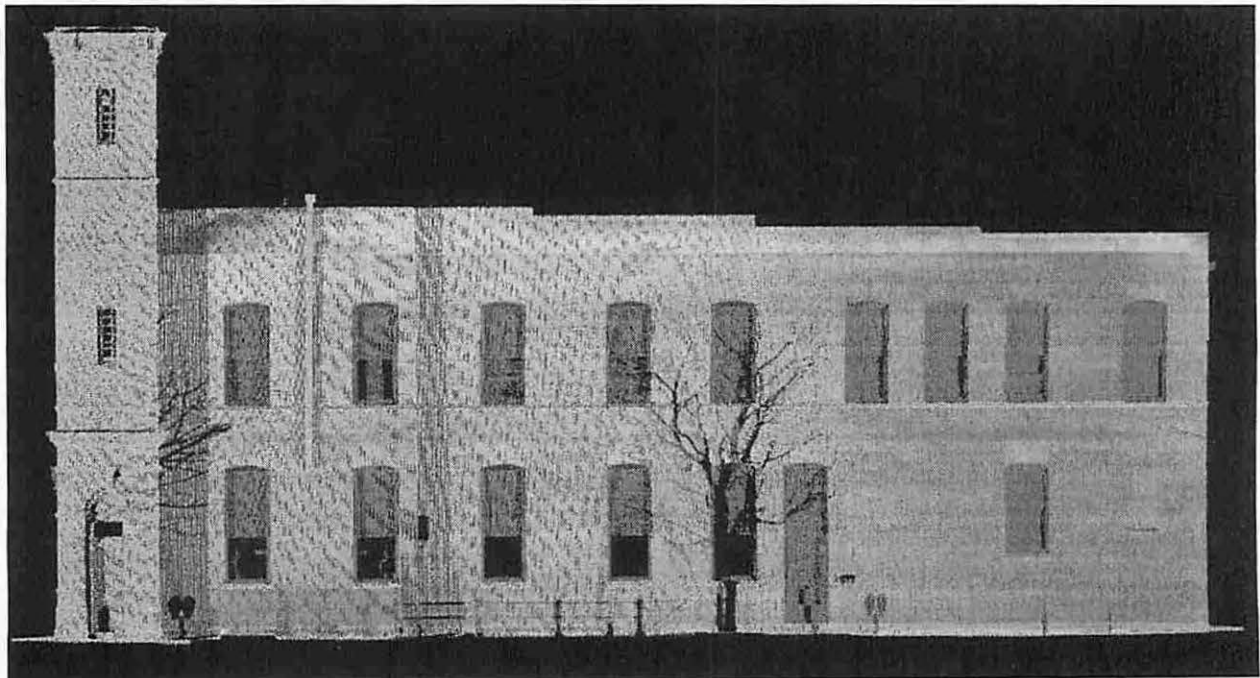


Figure 4: West elevation, plane deviation analysis.

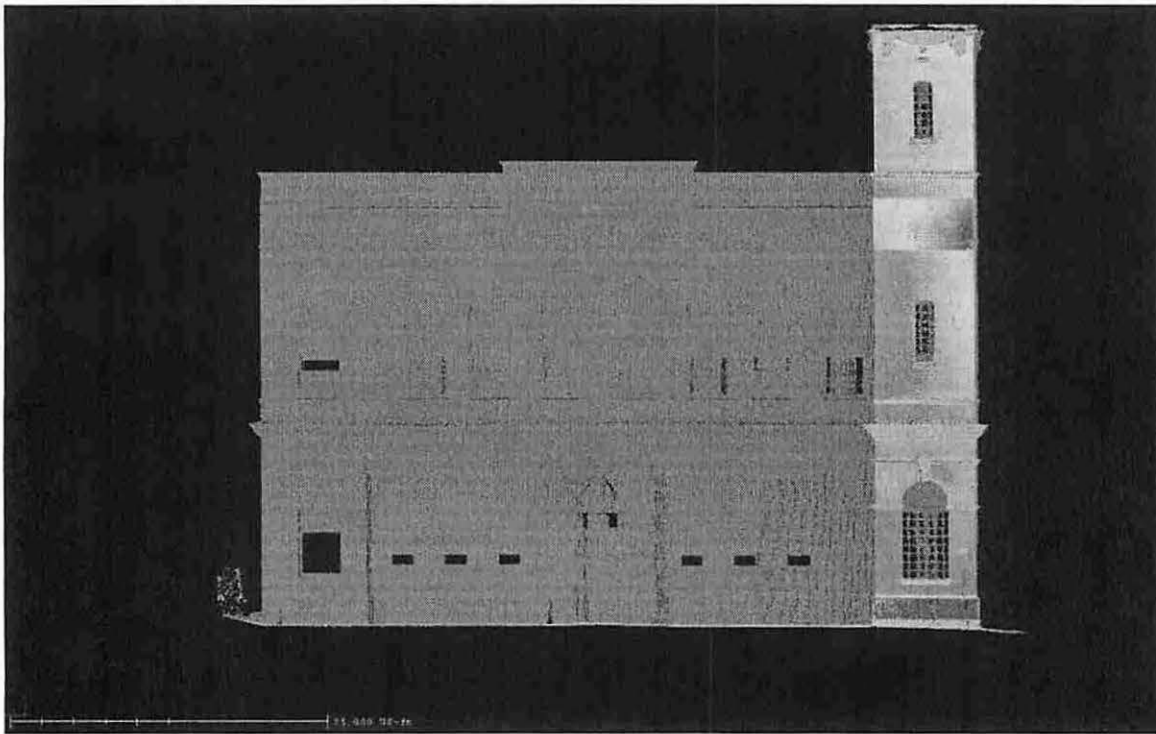


Figure 5: North tower facade, plane deviation analysis.

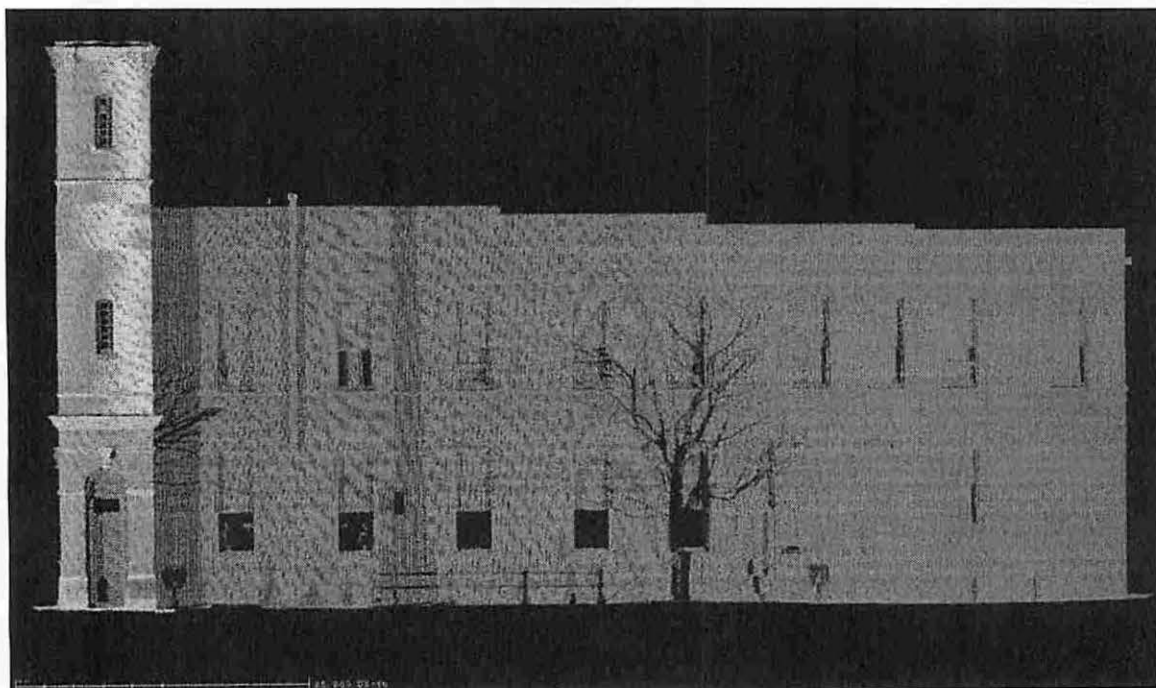


Figure 6: Tower west facade, plane deviation analysis.



Figure 7: Deteriorated foundation walls.



Figure 8: Full adhered EPDM roof system.



Figure 9: Deteriorated stone coping sealant.

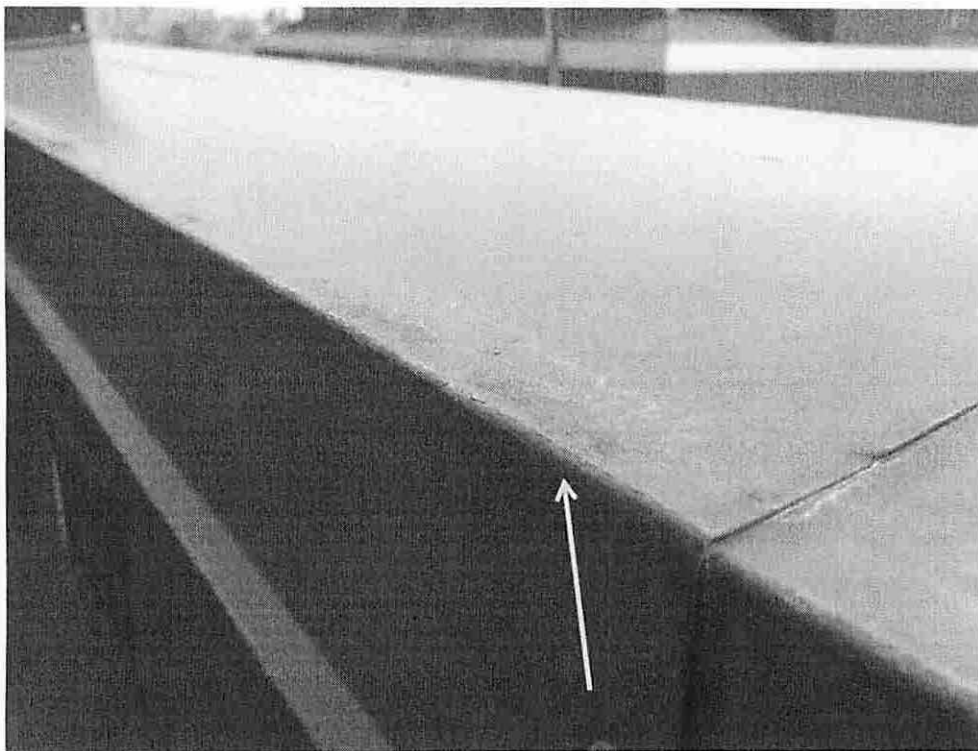


Figure 10: Coping paint deterioration.



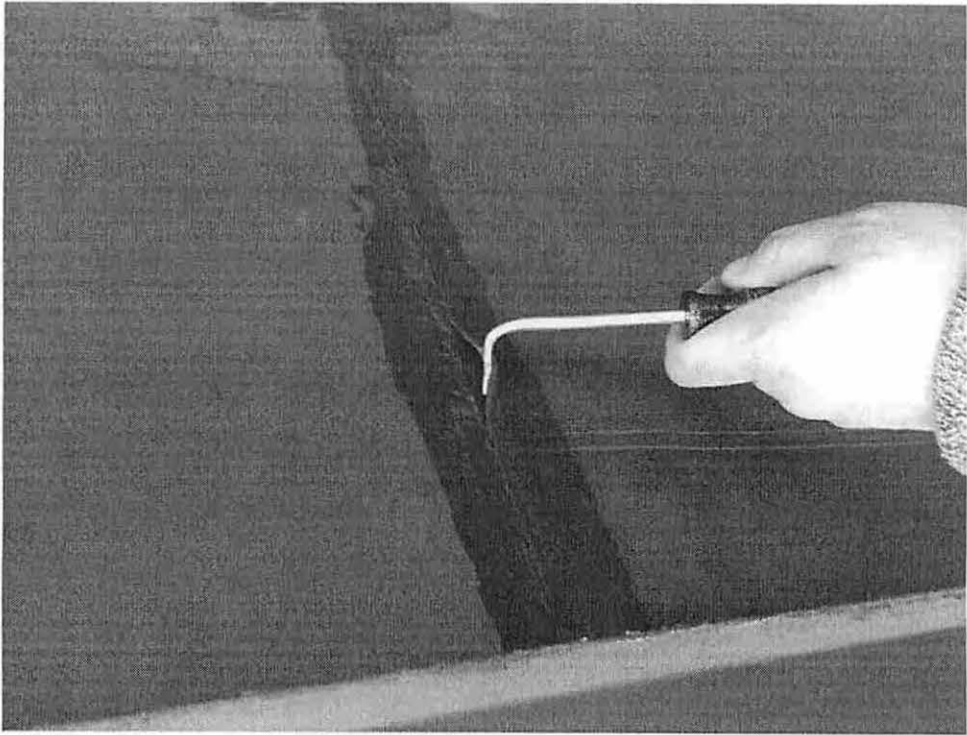


Figure 11: Open roof seam.



Figure 12: Corroded metal vent.

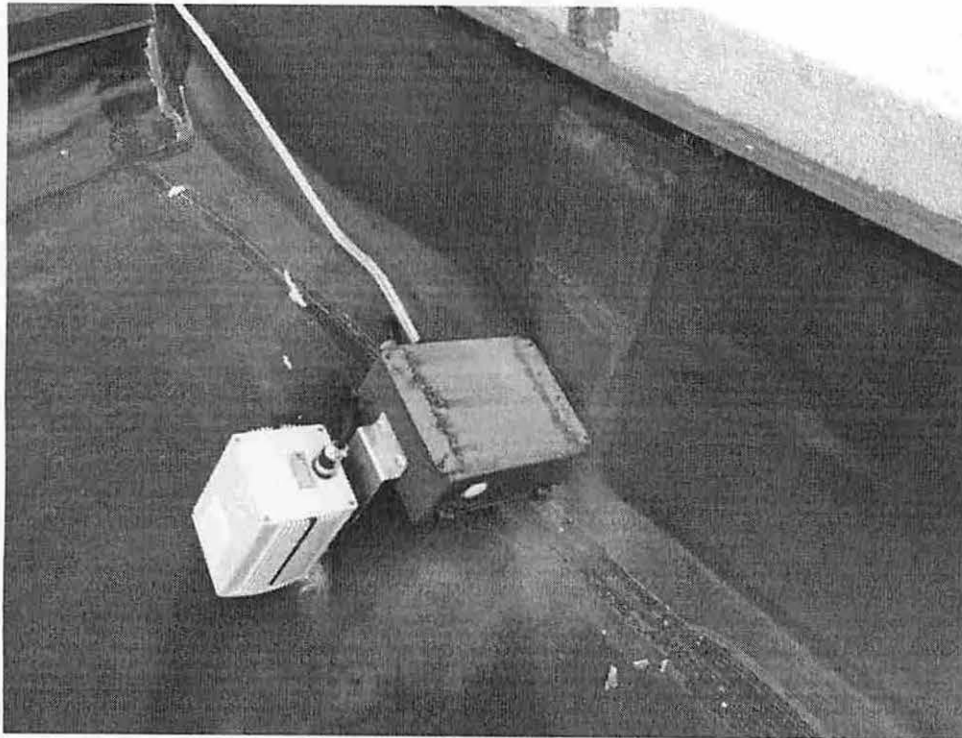


Figure 13: Disconnected light.

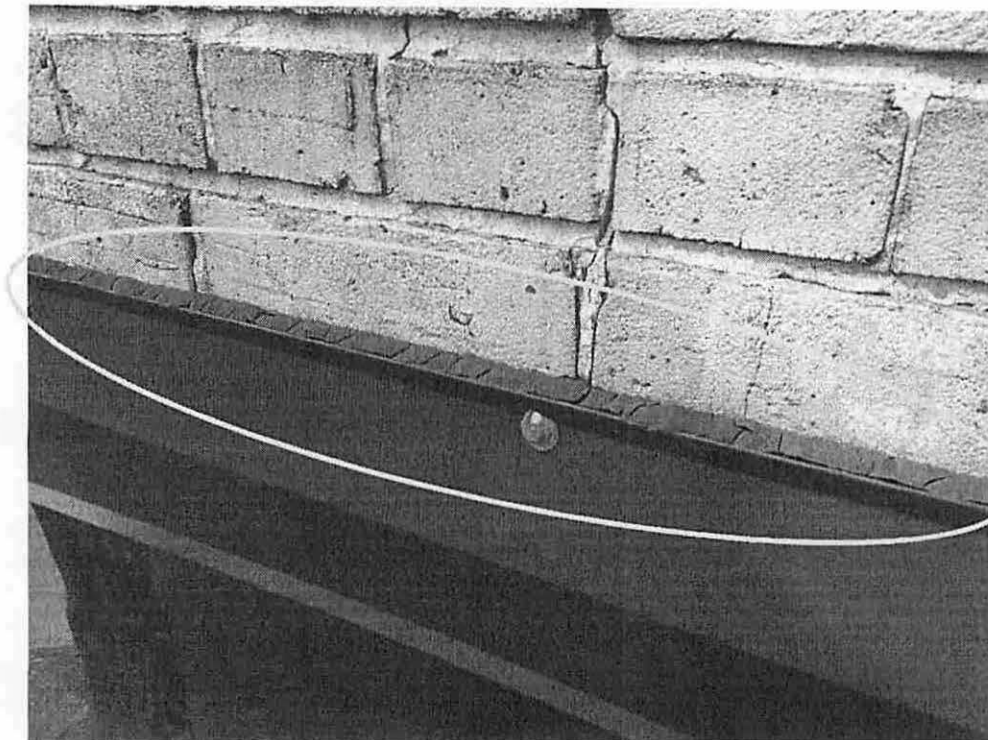


Figure 14: Deteriorated sealant at top of counterflashing.

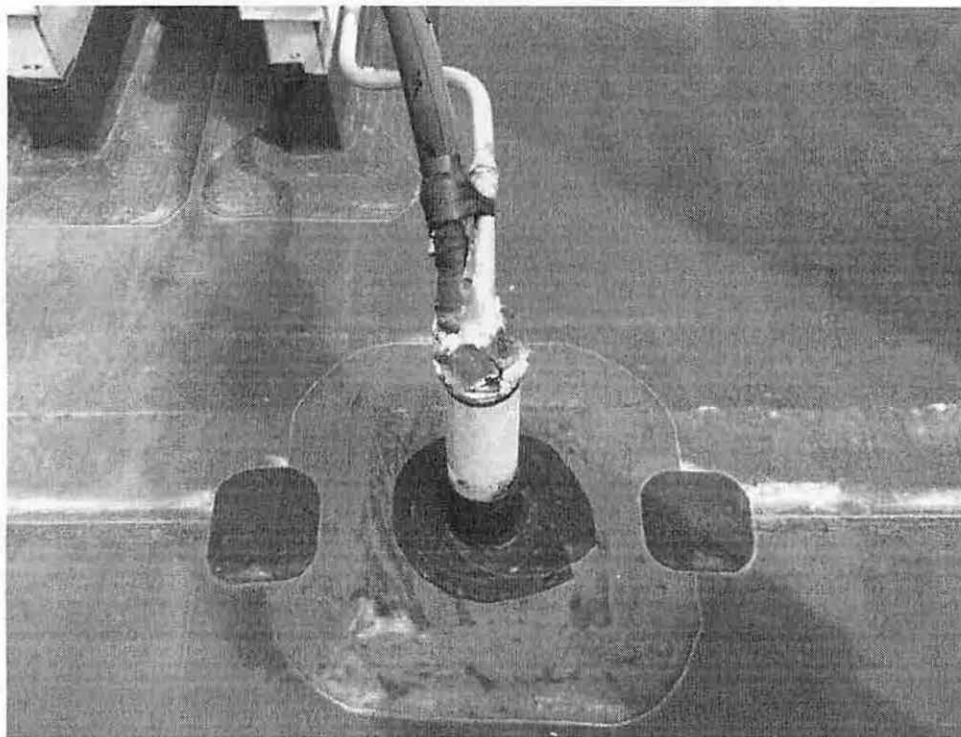


Figure 15: Deteriorated seal at A/C line penetration.

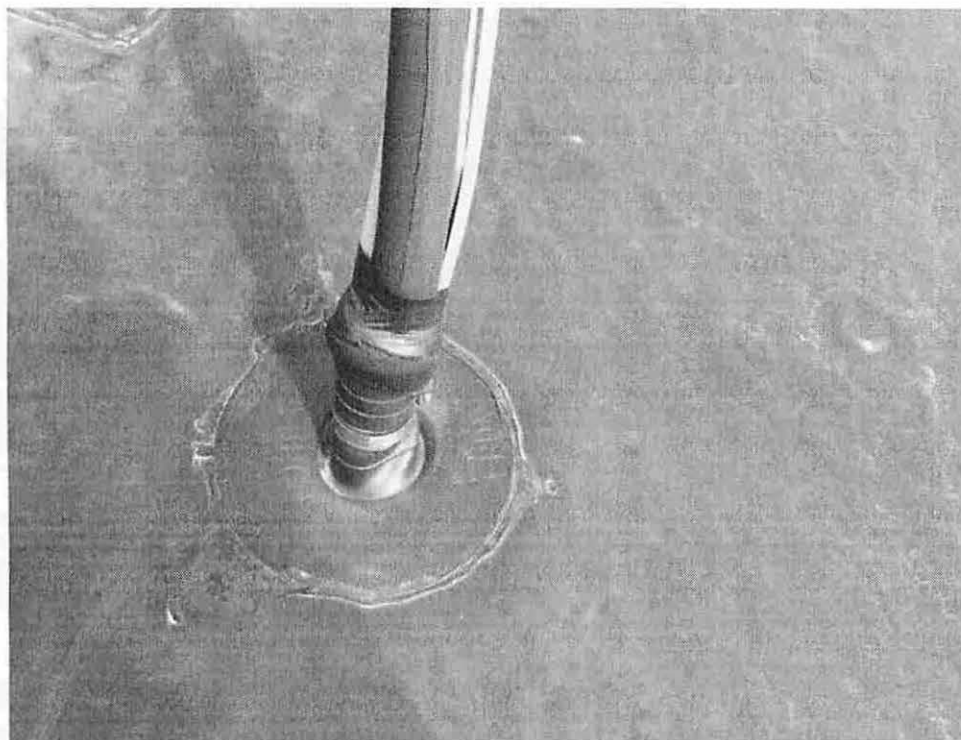


Figure 16: Improperly sealed A/C line penetration.

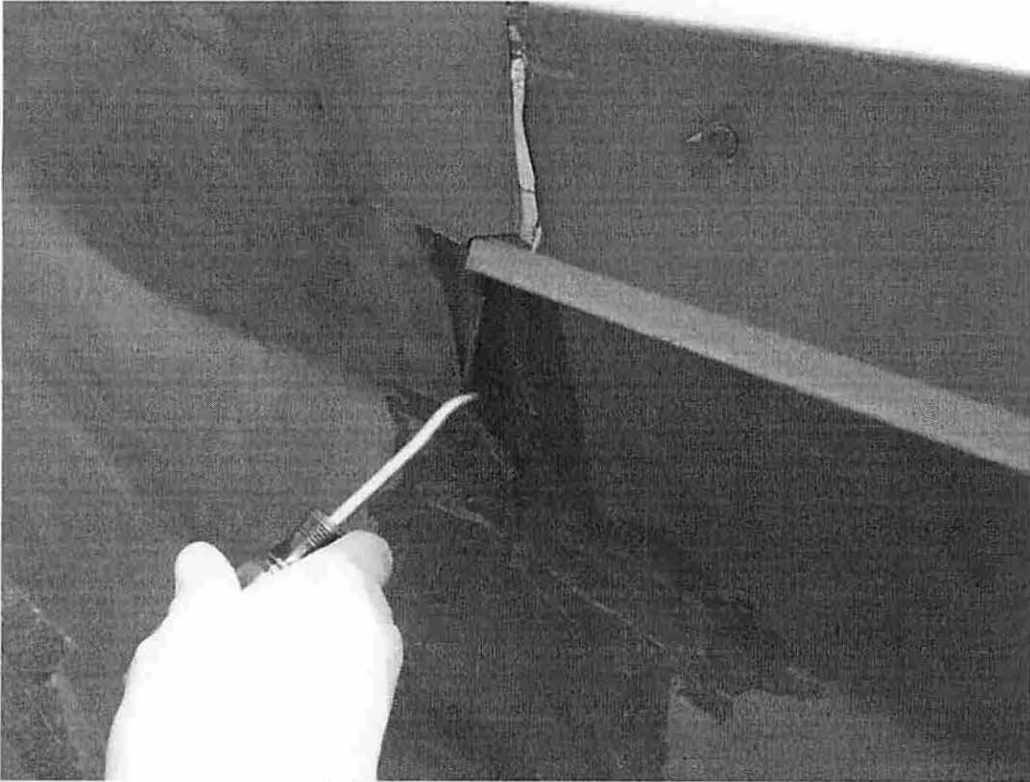


Figure 17: Open flashing seam.



Figure 18: Ponding at south roof edge.

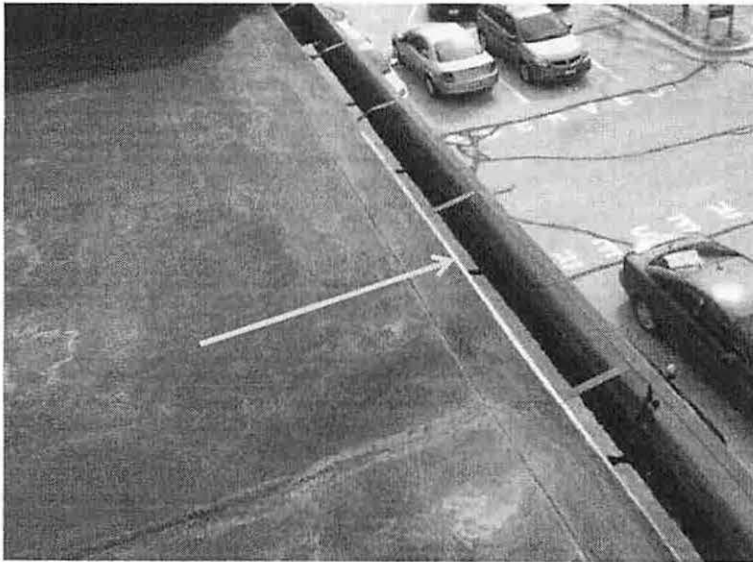


Figure 19: Standing water in south roof gutter.



Figure 20: Typical window systems.

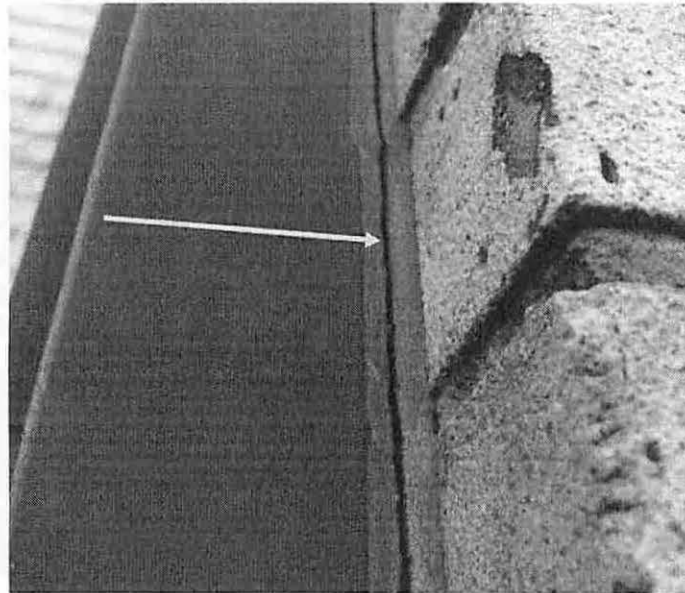


Figure 21: Failed window perimeter sealant.



Figure 22: Typical entrance door system.



Figure 23: Deteriorating wood door.

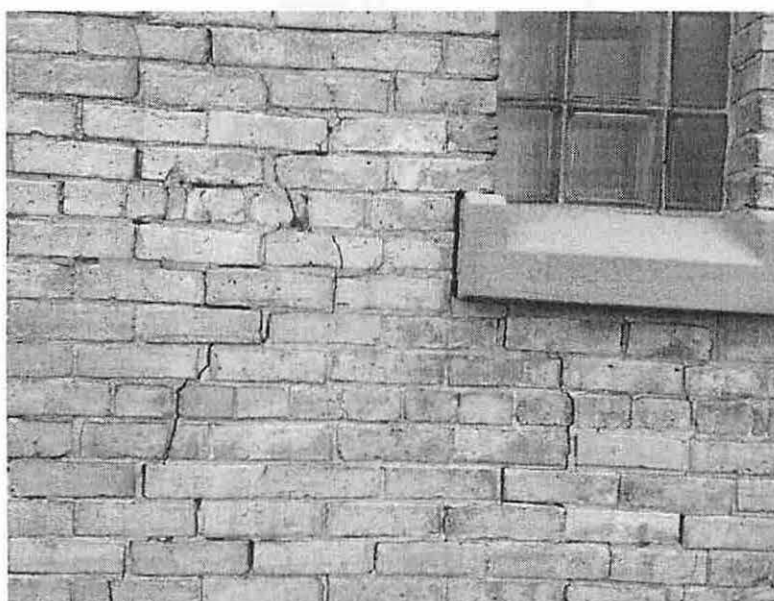


Figure 24: Brick/mortar cracking.

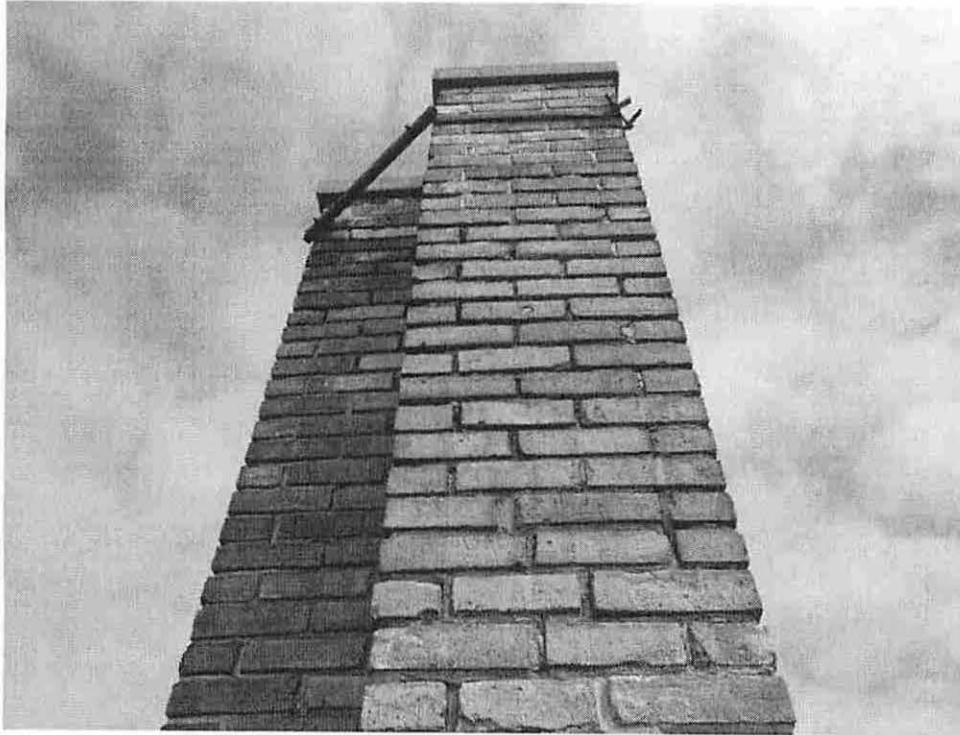


Figure 25: Deteriorated brick at chimney.



Figure 26: Loose brick unit.





Figure 27: Deteriorated mortar joints.

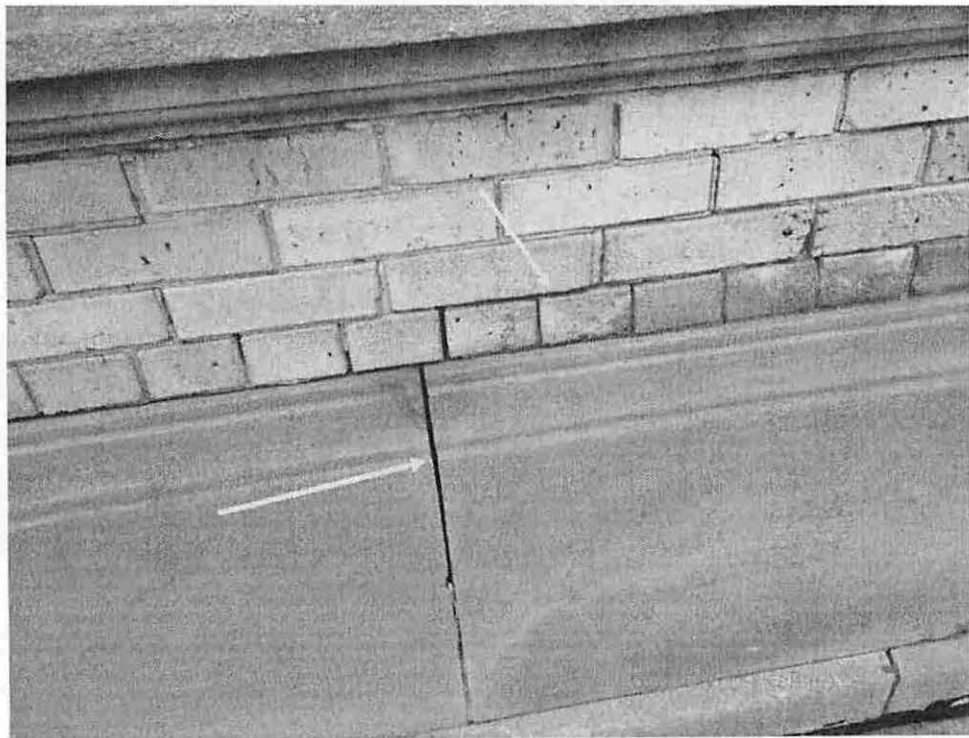


Figure 28: Deteriorated and open mortar joints.

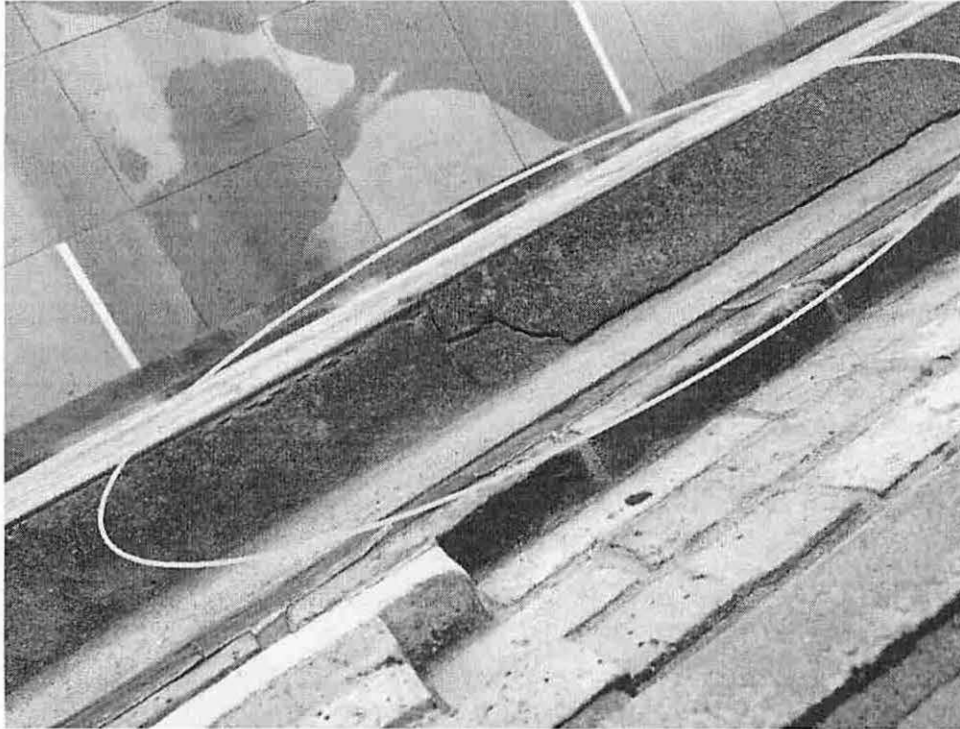


Figure 29: Deteriorating cementitious parge coating.



Figure 30: Corroded steel lintel.



Figure 31: Interior cracking at lintel.



Figure 32: Cracked stone unit.

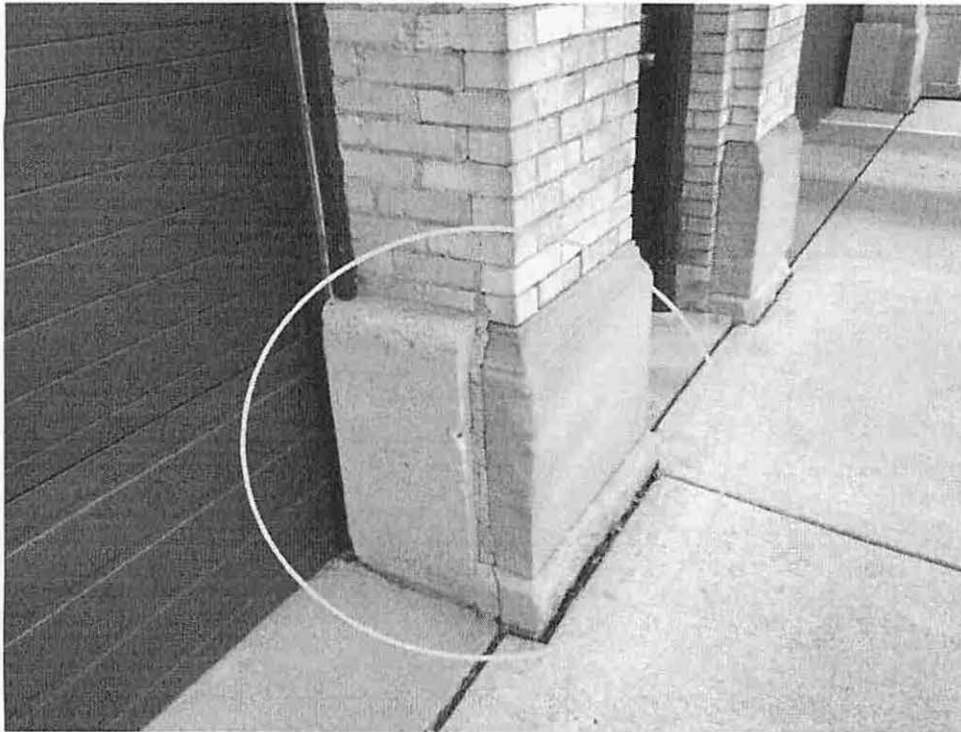


Figure 33: Stone deterioration.

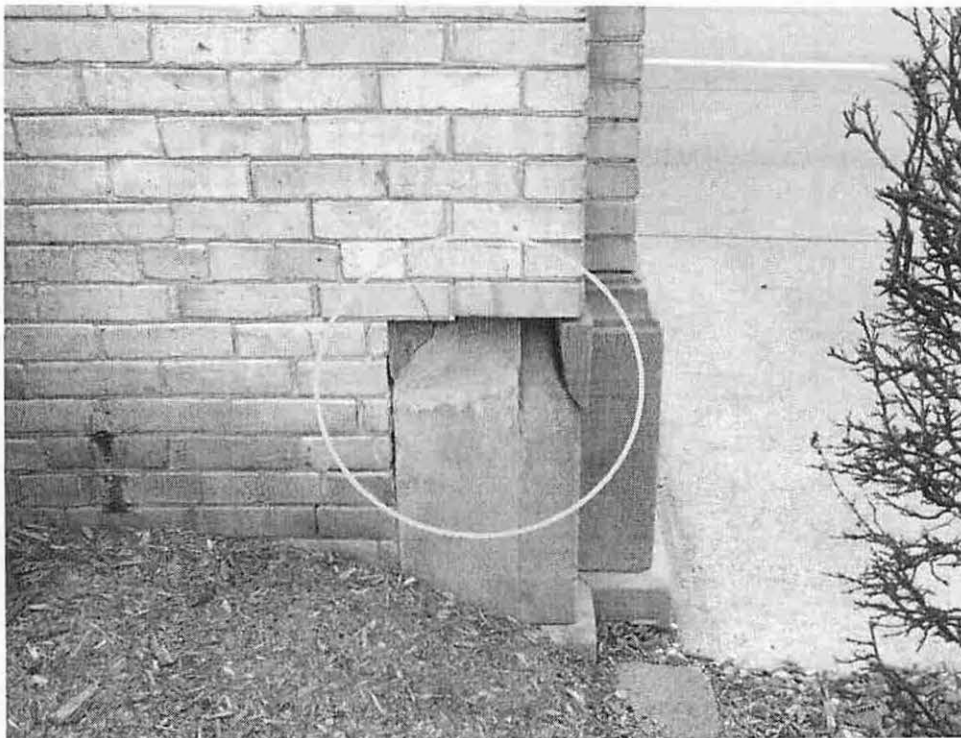


Figure 34: Stone spalling.



Figure 35: Deteriorated sill.

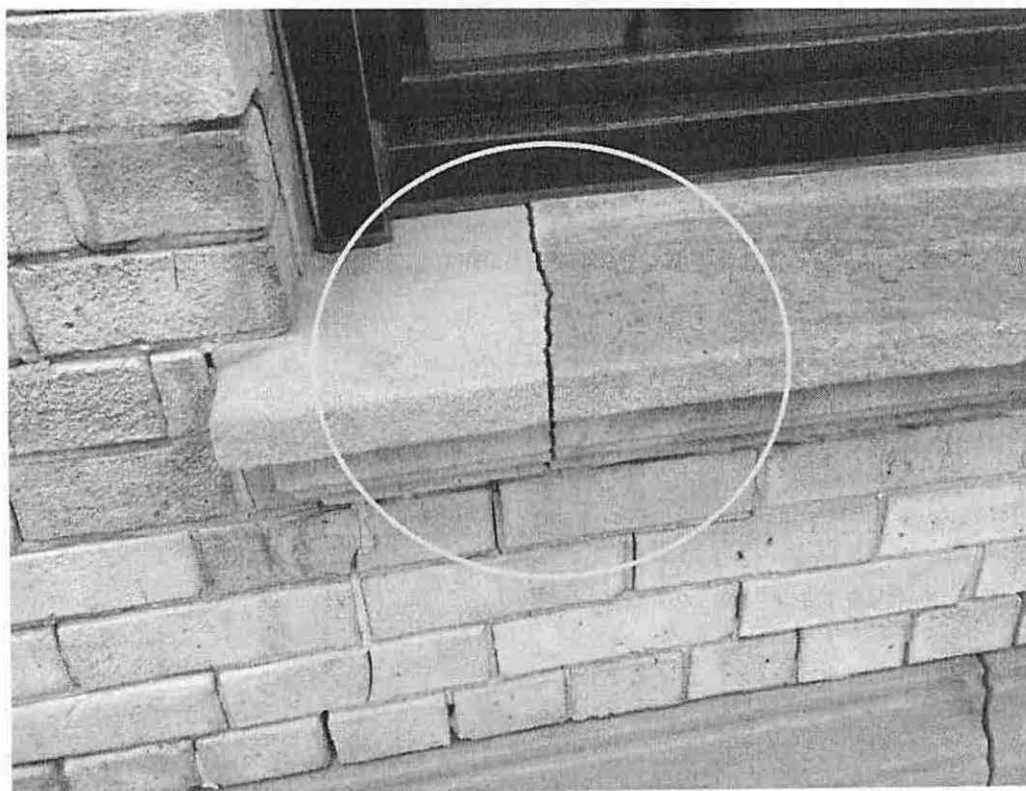


Figure 36: Cracked sill.



Figure 37: Corrosion of steel beam.

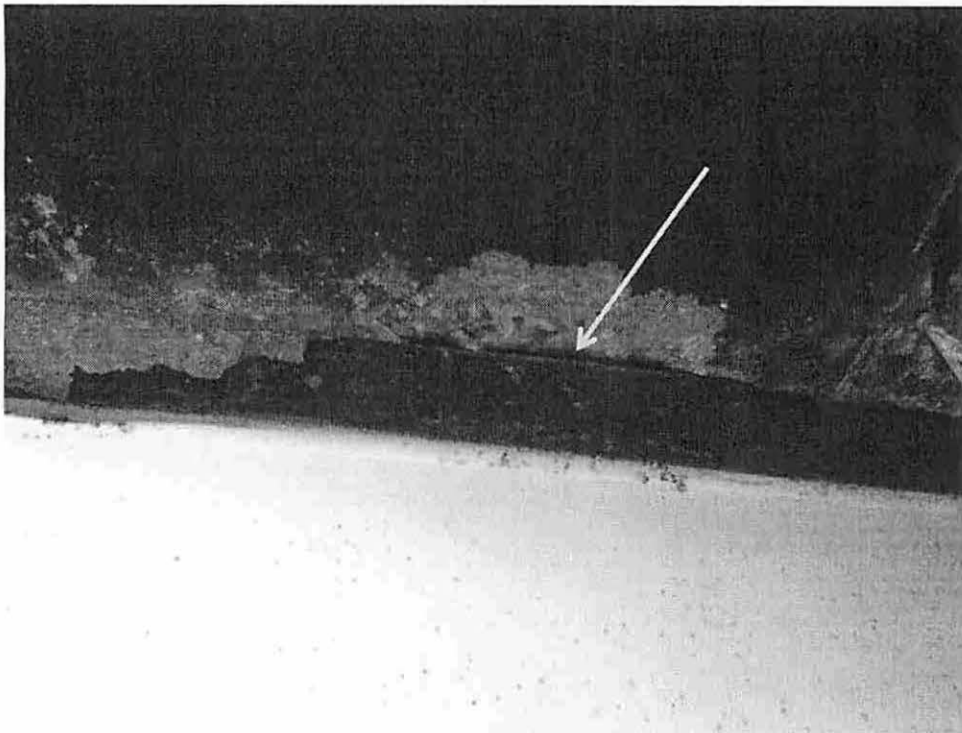


Figure 38: Steel corrosion.

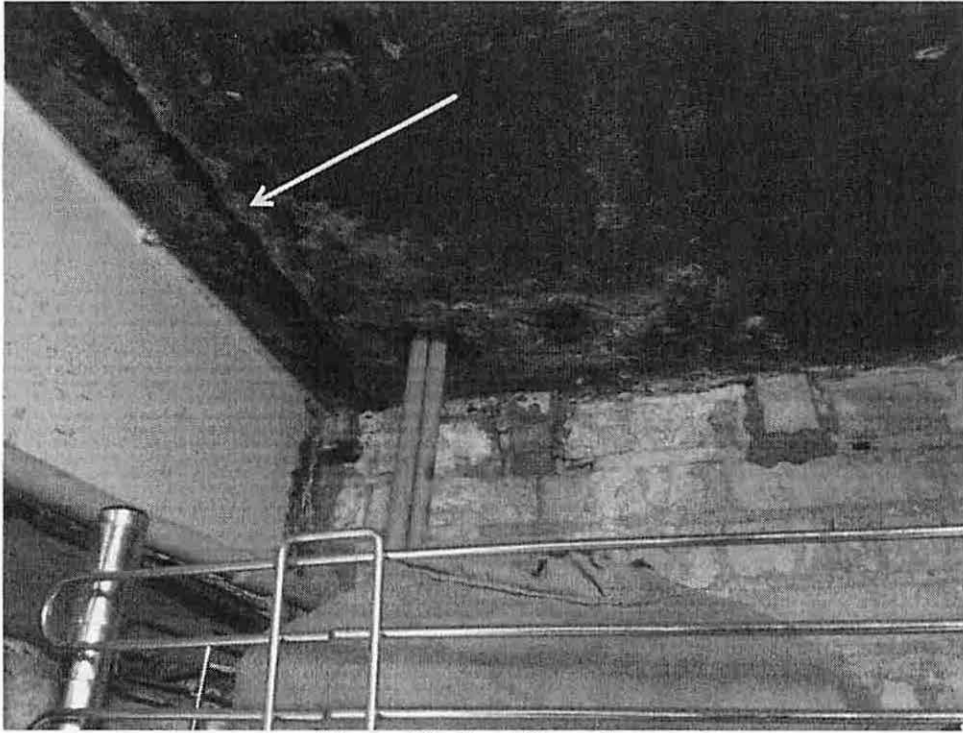


Figure 39: Steel Corrosion.

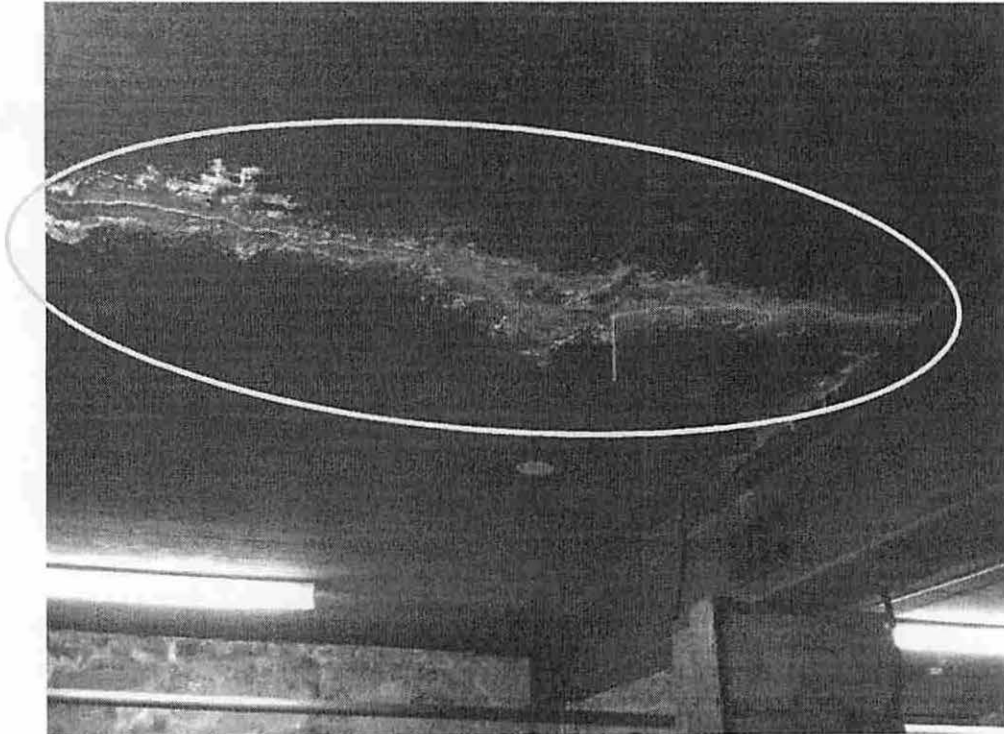


Figure 40: Efflorescence on ceiling.

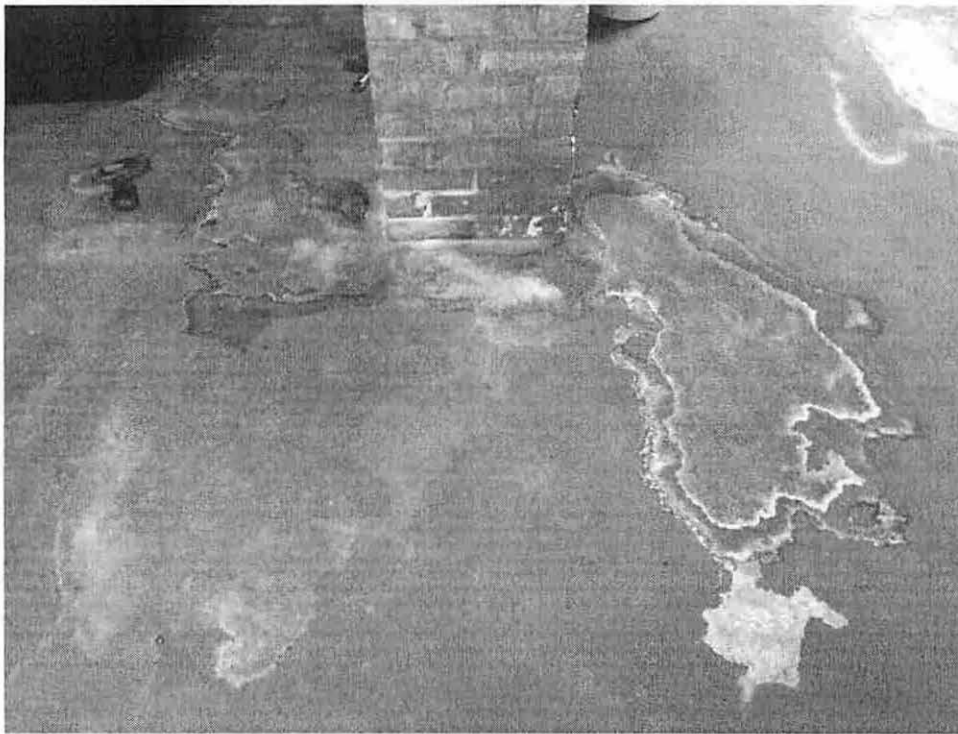


Figure 41: Water staining on floor.



Figure 42: Brick deterioration; Deteriorated mortar joints.



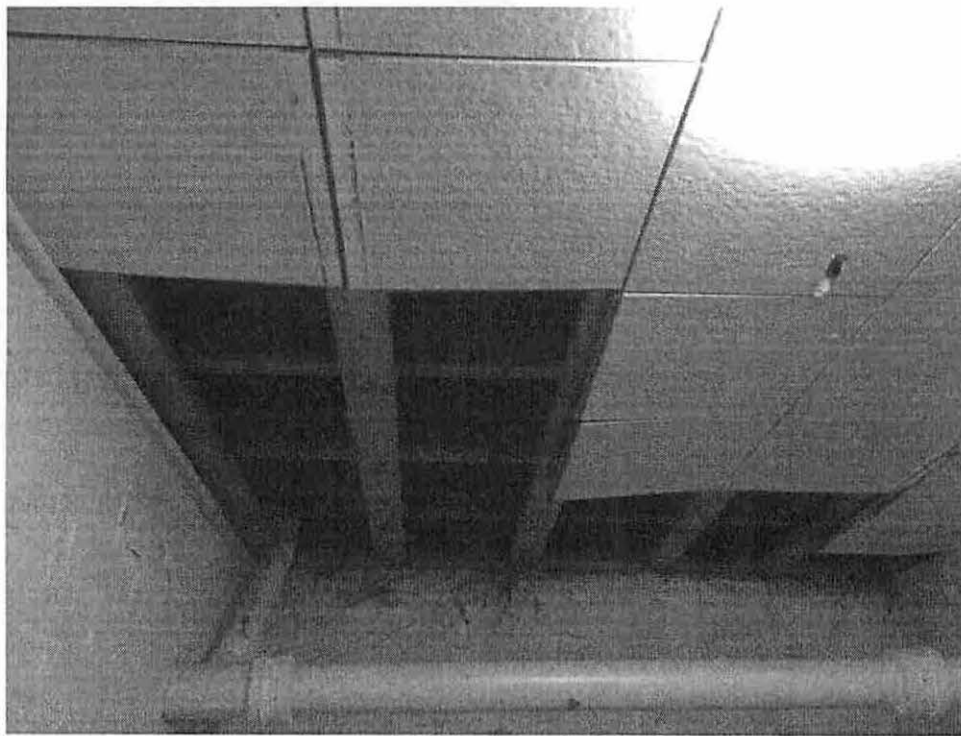


Figure 43: Missing ceiling tiles.

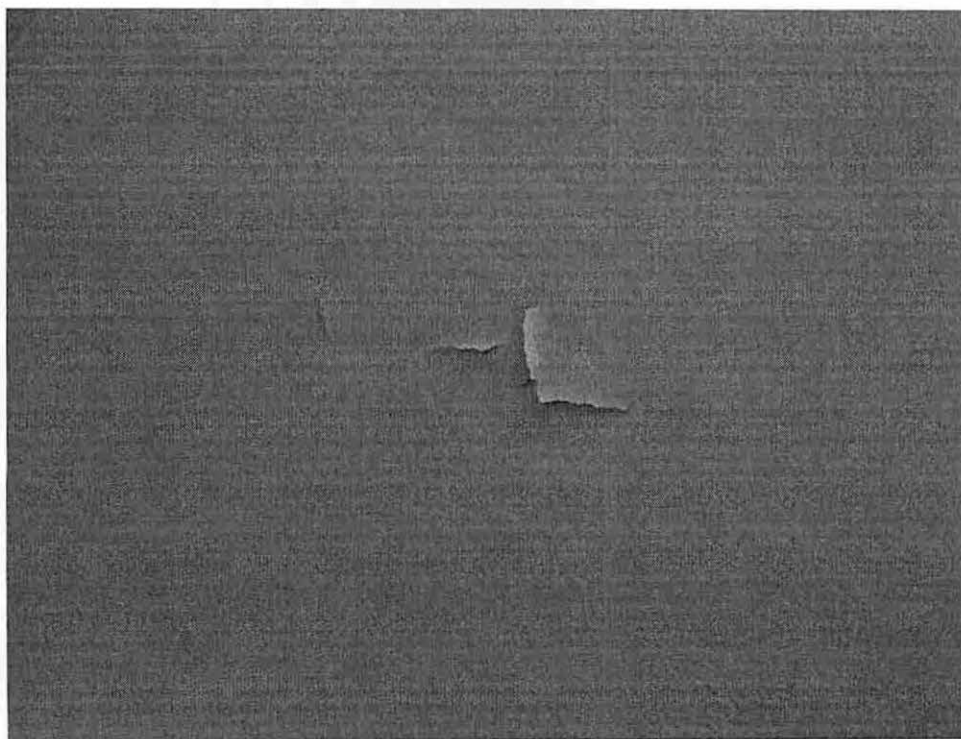


Figure 44: Paint failure.

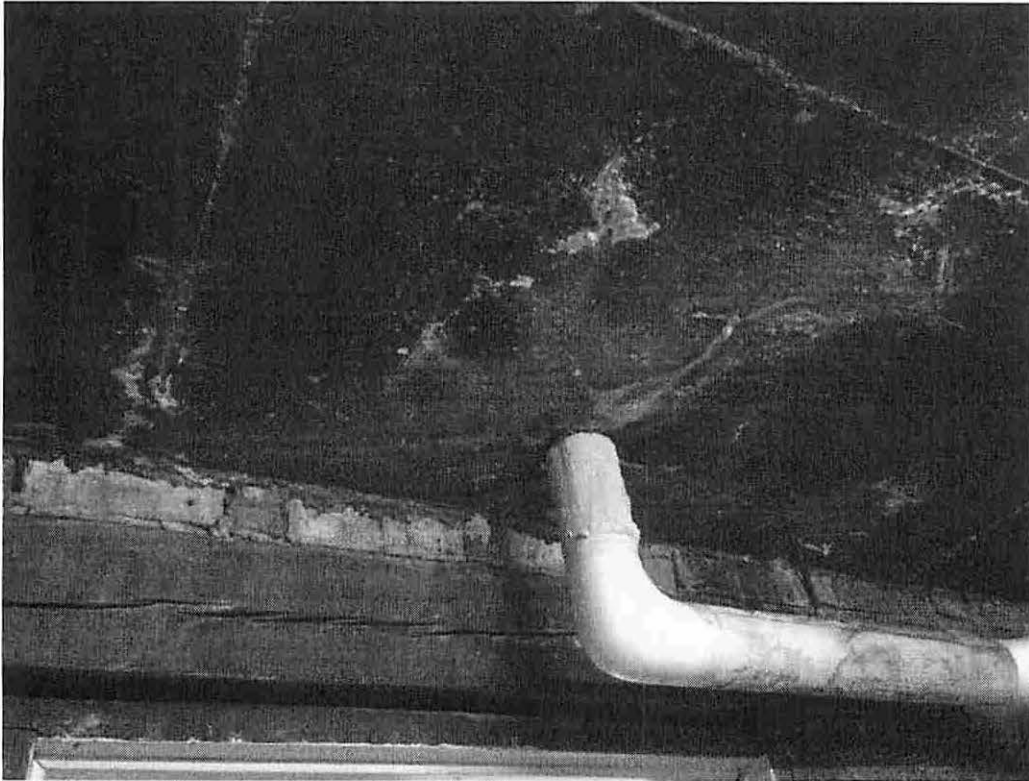


Figure 45: Corrosion, spalls and efflorescence due to leaking at floor drain.

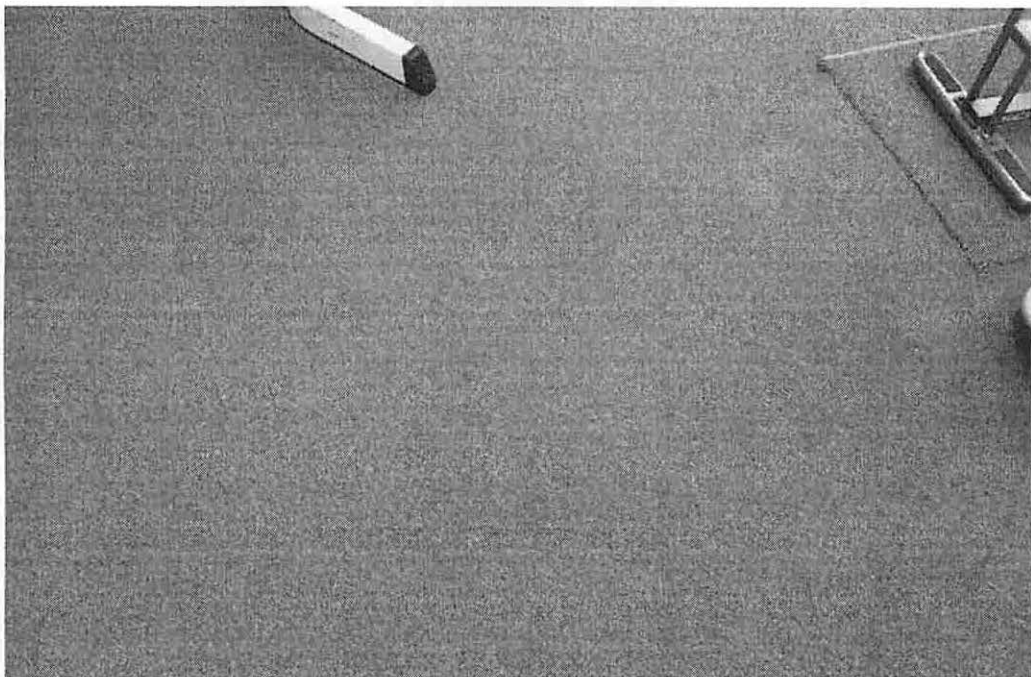


Figure 46: Second floor carpet.



Figure 47: Stained ceiling tiles.



Figure 48: First floor concrete flooring.



Figure 49: Deterioration of wood trim at garage door.



Figure 50: Unsealed penetrations allowing leaking into basement.

## Appendix A

### 10 Year Forecast of Costs Fire Station No. 1 Property Condition Assessment Sheboygan, WI

Work Item Recommendations	0-1 years	1-3 Years	3-5 Years	5-10 Years
Rebuild NE corner Tower Masonry		\$80,000		
Rebuild Masonry Chimney		\$30,000		
Repair outdoor deteriorated foundation walls		\$5,000		
Replace roof		\$122,500		
Remove and replace coping sealant		\$1,200		
Reattach disconnected light	\$500			
Replace stone sills		\$2,000		
Replace corroded lintels		\$800		
Remove and replace all window sealant		\$10,500		
Replace windows				\$148,500
Replace doors on west facade	\$1,000			
Replace cracked bricks		\$10,000		
Replace loose brick units	\$500			
Replace deteriorated brick mortar		\$15,600		
Replace deteriorated parging		\$10,000		
Crack repair on stone		\$1,000		
Repair on spalled stone		\$5,000		
Replace stone mortar joints		\$7,200		
Out of plane brick movement rehabilitation		\$30,000		
Crack repair on basement stone		\$1,500		
Repair damaged structural elements	\$9,000			
Efflorescence removal		\$2,400		
Rebuild deteriorated brick columns		\$5,000		
Replace ceiling tiles	\$600		\$1,800	
Paint interior		\$44,100		
Replace floor drains	\$1,000			
Install W.P. coating at apparatus bays		\$26,400		
Replace carpeting			\$18,000	
Remodel bathrooms to meet ADA standards			\$60,000	
Reseal concrete floor		\$9,600		
Repair deterioration at garage door		\$2,000		
Reseal all floor penetrations	\$2,400			
Replace hot water boilers				\$20,000
Repair damaged/missing pipe insulation		\$2,000		
Replace gas-fired unit heaters				\$3,000
Replace split system AC units (3)		\$18,000		
Replace general exhaust fans		\$6,000		
Fire alarm system	\$17,000			
Add existing lighting to emergency circuit	\$2,000			
Replace Paging System to a digital system*				\$10,000
New Phone System*				\$18,000
New Security System*				\$5,000
New Lightning Protection System*				\$6,000
<b>TOTAL</b>	<b>\$34,000</b>	<b>\$447,800</b>	<b>\$79,800</b>	<b>\$210,500</b>

#### Potential Logistical Costs (not included in 12 Year Forecast of Costs estimate)

Mobilization and General Conditions	\$5,000	\$65,000	\$12,000	\$30,000
Contingency	\$7,000	\$90,000	\$16,000	\$42,000
Architect/Engineer Fees	\$5,000	\$35,000	\$7,000	\$17,000
<b>Potential Budget</b>	<b>\$51,000</b>	<b>\$637,800</b>	<b>\$114,800</b>	<b>\$299,500</b>

\*These items have an indeterminate remaining life, however, it is possible that these items will require replacement or significant upgrades in the next 10-15 years, therefore possible costs are included in the 5-10 year time frame for reference.



Other Matters

R. O. No. 235- 17 - 18. By CITY CLERK. November 20, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

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

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3299	In The Bag	1501 Union Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1952	Arndt, Joshua R.	1242 Main Avenue
1953	Bloedorn, Shannon M.	502 Superior Avenue
1960	Burley, Myra	1310 N. 26 <sup>th</sup> Street
1971	Butler, Charles E.	713 Fairway Drive
1951	Cordes, Ariel	1411 Union Avenue
1959	Hess, Tammy L.	1530 N. 22 <sup>nd</sup> Street
1949	Hinze, Susan	1740 S. 13 <sup>th</sup> Street
4019	Humphrey, Jennie L.	1608 Michigan Avenue
1947	Kather, Emilee	1222 N. 29 <sup>th</sup> Street
1958	Knudson, Rocky	1820 N. 7 <sup>th</sup> Street
1966	Kohls, Samantha	1512 Kentucky Avenue Apt. A
1944	Menzer, Taylor J.	5017 Green Meadow Place
1948	Ramminger, Fatoulee J.	2332 Carmen Avenue #2J
7181	Repinski, Dawn M.	3830 Koehn Avenue
1961	Walker, Dana	802 B Settlers Lane, Sheb. Falls

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2509	Santanas Limo	2724 Main Avenue
3023	Yellow Cab Of Sheboygan, LLC	2917 N. 15 <sup>th</sup> Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1965	Barbe, Chris A.	2810 S. 10 <sup>th</sup> Street
4702	Berg, Larry D.	2611 N. 9 <sup>th</sup> Street
1972	Burt, Justin L.	2127 Main Avenue

*Law+licensing*

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William David	4454 S. 8 <sup>th</sup> Street
1413	Brotz, James E.	2403 S. 8 <sup>th</sup> Street
0093	Butler Jr., James D.	1630 S. 8 <sup>th</sup> Street #A
0836	Calderon Rivera, Amalio	1428 S. 8 <sup>th</sup> Street
8112	Gohr, Trevor M.	4213 Autumn Court
1509	Gordon, Jody Lynn	741 Acacia, Sheb. Falls
0536	Hendrikse, Randall D.	3746 N. 14 <sup>th</sup> Street
6913	Rios, Ricardo	2619A N. 8 <sup>th</sup> Street
7731	Santana, Reynel	2724 Main Avenue
8860	Santana, Susan M.	2724 Main Avenue
1477	Shaffer, David C.	2407 S. 8 <sup>th</sup> Street
1149	Stewart, Harvey L.	1416 Illinois Avenue
9814	Torres Maldonad, Silvestre	1833 N. 20 <sup>th</sup> Street
0142	Waraich, Jesse Singh	N6233 Woodland Road

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2792	Integrated Health Therapies	833 Pennsylvania Avenue
2804	Reflections Spa	725 Blue Harbor Drive

II

Other Matters

R. O. No. 234 - 17 - 18. By CITY CLERK. November 20, 2017.

Submitting a communication from Steve Westphal regarding parking signage on 8<sup>th</sup> Street between Michigan Avenue and Huron Avenue.

Public Works

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CITY CLERK



NOV 17 '17 PM 12:29

November 13, 2017

City Clerks Office  
City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081

RE: Parking Signage on 8<sup>th</sup> Street (between Michigan and Huron)

Dear City Clerk:

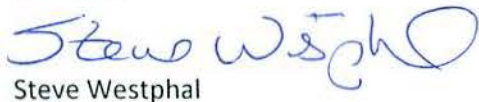
This letter is a follow to a recent on-site visit with Ryan Sazama from the City's Department of Public Works. I met with Mr. Sazama on November 9, 2017 in front of my property (1325 N. 8<sup>th</sup> Street) to discuss the possibility of adding additional parking restrictions in front of my building on the east side of 8<sup>th</sup> Street. Mr. Sazama was supportive of my request.

Currently, there are no parking restrictions in front of my property (1325 N. 8<sup>th</sup> Street). As a result, numerous individuals will regularly park their vehicles in front of the building all day long. This prevents customers of my tenants from having street parking that is readily assessable.

I was hoping the City would consider extending the two-hour parking restriction to include the front of my property. Currently the two hour parking restriction ends immediately south of my property.

Thank you for your attention to this matter, and please do feel free to give me a call if anyone has questions. 920-980-8645.

Sincerely,

  
Steve Westphal

