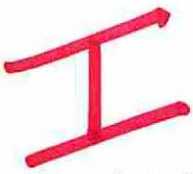


*****ATTACHMENTS*****



Hearing No. _____ - 17 - 18. June 19, 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 of Sheboygan Official Zoning Map to establish the Use District Classification of the following described property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, to Class Suburban Residential (SR-5) Classification:

LEGAL DESCRIPTION

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows: Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South

89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10; thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the

Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON THE AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., June 19, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to establish the Use District Classification of the following described property as Suburban Residential (SR-5):

LEGAL DESCRIPTION

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a

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Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

SUSAN RICHARDS
City Clerk

letter

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

June 9, 2017

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., June 19, 2017, in the Council Chambers of the City Hall. The purpose of the amendment is to establish the Use District Classification of the following described property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, to Class Suburban Residential (SR-5) Classification:

LEGAL DESCRIPTION

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows: Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00

feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10; thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of

River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

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

Yours very truly,

SUSAN RICHARDS, City Clerk

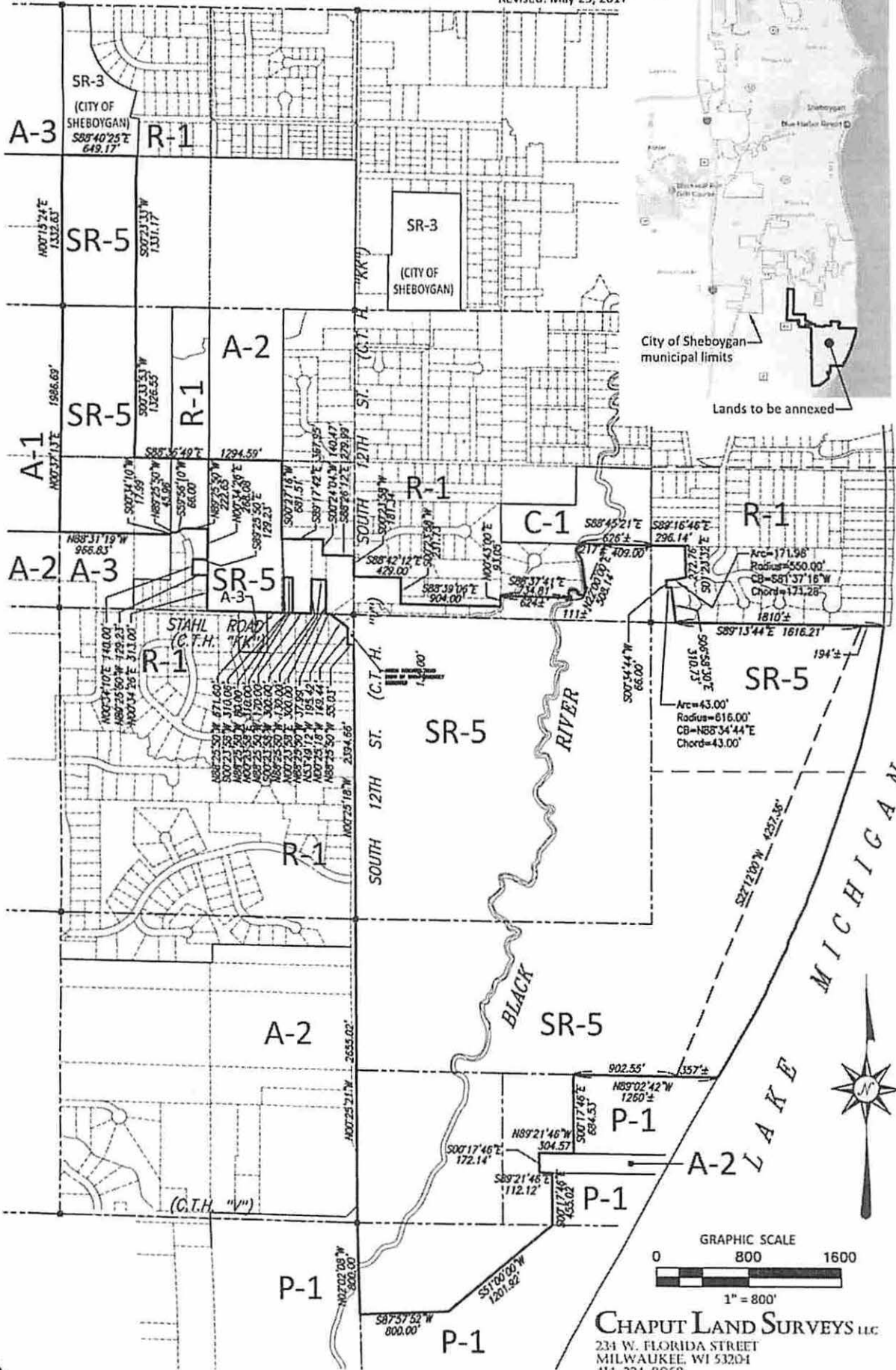
ZONING EXHIBIT

SITE LOCATION

Situated in the Town of Wilson, Sheboygan County, Wisconsin.

DATE: April 17, 2017

Revised: May 25, 2017



CHAPUT LAND SURVEYS LLC
 231 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-221-8068
 www.chaputlandsurveys.com Drawing No. 2243-grb

Anthony A. and
Tasha M. Benzschawel
1651 Riverdale Avenue
Sheboygan, WI 53081-5420

Leon and See Lee
1641 Riverdale Avenue
Sheboygan, WI 53081-8045

Carl L. Meggers
1633 Riverdale Avenue
Sheboygan, WI 53081-8045

Edward T. and Melissa M. Huberty
1625 Riverdale Avenue
Sheboygan, WI 53081-8045

Longo Trust and James L. Longo
4924 South 16th Street
Sheboygan, WI 53091-8036

Sheboygan Town and Country Corp.
5008 South 12th Street
Sheboygan, WI 53081

Sheboygan Town and Country Corp.
W1943 County Road J
Sheboygan, WI 53081-1606

Sheboygan Town and Country Corp.
Guy A. Miller, Registered Agent
N7098 Riverwoods Drive
Sheboygan, WI 53083-1658

Benjamin D. and Abby R. Darkow
5598 Indian Mound Circle
Sheboygan, WI 53081-8000

Henry Leo and Marian G. Krimmel
5600 Indian Mound Circle
Sheboygan, WI 53081-8000

John D. Dobroski and
Stephanie Netzel
5624 South 12th Street
Sheboygan, WI 53081

John D. Dobroski and
Stephanie Netzel
3330 N. 51st Boulevard
Milwaukee, WI 53216-3238

Otis E. Kiehl
5704 South 12th Street
Sheboygan, WI 53081-9448

Kristine M. and Jimmie L. Newell
5702 South 12th Street
Sheboygan, WI 53081-9448

Lawrence R. and Judith L. Rammer
5706 South 12th Street
Sheboygan, WI 53081-9448

Fred J. Goebel
5728 South 12th Street
Sheboygan, WI 53081-9448

Brenda G. Ploetz
1173 Arboleda Lane
Sheboygan, WI 53081-9409

Esteban R. and Judith C. Guevara
1149 Arboleda Lane
Sheboygan, WI 53081-9409

Robert C. Smith, Jr.
1025 Zientek Lane
Sheboygan, WI 53081-8558

Khris A. Zimmerman and
Darlene M. Krutke
5827 South 12th Street
Sheboygan, WI 53081-9448

Ellen R. Ludwig
838 River Trails
Sheboygan, WI 53081-9122

Kohler Co.
Herbert V. Kohler, Jr.,
Registered Agent
444 Highland Drive
Kohler, WI 53044-1515

Town of Wilson
5935 South Business Drive
Sheboygan, WI 53081-8930

Juergen Behm
5650 Evergreen Drive
Sheboygan, WI 53081-8736

Larry A. and Constance C. Mulder
422 Timberlake Road
Sheboygan, WI 53081-8746

Robert A. and
Anne Marie Schroeder
431 Timberlake Road
Sheboygan, WI 53081-8724

Scott M. and Marcia G. Schreiber
423 Timberlake Road
Sheboygan, WI 53081-8724

Lisberg Trust and Kenneth J. and
Deborah A. Lisberg
415 Timberlake Road
Sheboygan, WI 53081-8724

Pamela S. Johnson
321 Timberlake Road
Sheboygan, WI 53081-8725

Kristofer R. and Nicole M. Schuette
313 Timberlake Road
Sheboygan, WI 53081-8725

John Gilipsky and Laura Lex
219 Timberlake Road
Sheboygan, WI 53081-8726

David K. and Jean M. Dedianous
211 Timberlake Road
Sheboygan, WI 53081

David K. and Jean M. Dedianous
2703 Green Haze Avenue
Mt. Pleasant, WI 53406-1903

David and Kelly L. Kovacic
115 Timberlake Road
Sheboygan, WI 53081-8727

Sherman D. and Mary G. Laviolette
101 Timberlake Road
Sheboygan, WI 53081-8727

Jane S. Mueller
610 Beach Park Lane
Sheboygan, WI 53081

Jane S. Mueller
5756 West Higgins Avenue, #1A
Chicago, IL 60630-2033

State of Wisconsin
Attorney General, Brad Schimel
17 West Main Street
PO Box 7857
Madison, WI 53703-7857

Timothy T. Hoerz
3407 Northcrest Drive
Killeen, TX 76543-2809

Richard Benninghaus
6922 South 12th Street
Sheboygan, WI 53081-9443

2

Mary Ann Sommer
6808 South 12th Street
Sheboygan, WI 53081-9443

Mary Ann Sommer
6808 South 12th Street
Sheboygan, WI 53081-9443

Ricky J. Vandervaart
6666 South 12th Street
Sheboygan, WI 53081-9443

Mark W. and Lori L. Peterson
6624 South 12th Street
Sheboygan, WI 53081-9443

Tommy T. and Mai H. Lee
1216 Terry Andrae Avenue
Sheboygan, WI 53081-8880

Travis J. Hill and Nicole M. Ramirez
6336 South 12th Street
Sheboygan, WI 53081-9404

Ashley A. Kohlhagen
6324 South 12th Street
Sheboygan, WI 53081-9404

Kathleen J. Doyle Hanke
6230 South 12th Street
Sheboygan, WI 53081-9403

Keith J. and Bonnie L. Kraemer
6310 South 12th Street
Sheboygan, WI 53081-9404

Lawrence Arlie Earle
6226 South 12th Street
Sheboygan, WI 53081-9403

Julia L. Grandlic
6226 South 12th Street
Sheboygan, WI 53081-9403

Julia L. Grandlic
6226 South 12th Street
Sheboygan, WI 53081-9403

Kerry P. Zimmerman
6148 South 12th Street
Sheboygan, WI 53081-9402

Beth A. Friedl
6122 South 12th Street
Sheboygan, WI 53081-9402

Gary A. and Pamela S. Hylander
6112 South 12th Street
Sheboygan, WI 53081-9402

David J. and Lois A. Otten
6102 South 12th Street
Sheboygan, WI 53081-9402

Ronald J. Hartmann
6034 South 12th Street
Sheboygan, WI 53081-9439

Donald W. Faucher
6024 South 12th Street
Sheboygan, WI 53081-9439

Andrew J. Zeier
6014 South 12th Street Sheboygan,
WI 53081-9439

Timothy J. and Sheryl L. Sirianni
6004 South 12th Street
Sheboygan, WI 53081-9439

Michael K. and Kelly A. Ray
5930 South 12th Street
Sheboygan, WI 53081-9400

Anne Y. Ahnert
5924 South 12th Street
Sheboygan, WI 53081-9400

John and Janet Stone
1207 Stahl Road
Sheboygan, WI 53081-8897

Michael D. and Patricia B. Mentink
1230 Stahl Road
Sheboygan, WI 53081-8897

Daniel S. and Kristin L. Murphy
1215 Stahl Road
Sheboygan, WI 53081-8897

Gerald and Mary T. Deamico
1301 Stahl Road
Sheboygan, WI 53081-8896

Beau M. and Jennifer L. Stricker
1309 Stahl Road
Sheboygan, WI 53081-8896

Robert C. and Linda A. Kober
1324 Stahl Road
Sheboygan, WI 53081

Robert C. and Linda A. Kober
3836 Stahl Road
Sheboygan, WI 53081-8943

Leon R. and Carol J. Kaat
1323 Stahl Road
Sheboygan, WI 53081-8896

Joseph G. Mock, Jr. and
Yvonne J. Mock
1339 Stahl Road
Sheboygan, WI 53081-8896

Gina B. Immig
1409 Stahl Road
Sheboygan, WI 53081-8895

Gregory L. and Ellen M. Wells
1509 Stahl Road
Sheboygan, WI 53081-8894

Richard L. and Mary L. Leonhard
5749 Sherwood Drive Sheboygan,
WI 53081-8884

Todd W. and Lisa L. Priebe
5735 Sherwood Drive
Sheboygan, WI 53081-8884

Andrew G. Schrank
5701 Sherwood Drive
Sheboygan, WI 53081-8884

Personal Representative of Estate
of Kurt D. Koller - Gary A. Koller
412 Norwood Drive
Francis Creek, WI 54214

Spencer M. Lorier
1622 Stahl Road
Sheboygan, WI 53081-8893

Kevin J. Wagner and
Laura J. Gryglewski
1628 Stahl Road
Sheboygan, WI 53081-8893

David B. Kuehl
1634 Stahl Road
Sheboygan, WI 53081-8893

Ruth M. Voskuil
1638 Stahl Road
Sheboygan, WI 53081-8893

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

39

3

David L. Gartman LLC
5509 Moenning Road
Sheboygan, WI 53081-8510

Larry J. Pearce and Helen S. Cordell
4809 Moenning Road
Sheboygan, WI 53081-8506

Daniel David and Lisa Marie Casper
1681 Riverdale Avenue
Sheboygan, WI 53081-8045

Jean A. Steele
5728 Sherwood Drive
Sheboygan, WI 53081-8884

Jerry J. and Jaclyn M. Slavens
5712 Sherwood Drive
Sheboygan, WI 53081-8884

Bradley J. Brasser
1607 Stahl Road
Sheboygan, WI 53081-8893

Timothy J. and Linda M. Rakun
5820 Cart Path Road
Sheboygan, WI 53081-9121

Jeffrey P. and Deborah K. Cole
5733 South 12th Street
Sheboygan, WI 53081-9448

James K. and Susan C. Johnson
1011 Zientek Lane
Sheboygan, WI 53081-8558

Donald R. and
Barbara B. Anderson
939 Zientek Lane
Sheboygan, WI 53081-8557

Wilson--Sheboygan County, LLC
5721 Sherwood Drive
Sheboygan, WI 53081-8884

Wilson--Sheboygan County, LLC
909 North 8th Street, Suite 115
Sheboygan, WI 53081-4056

Wilson--Sheboygan County, LLC
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018

John Siegworth
1314 Stahl Road
Sheboygan, WI 53081-8896

Nina Stapel
1202 Stahl Road
Sheboygan, WI 53081-8897

Timothy D. Adams
1131 Zientek Lane
Sheboygan, WI 53081-8513

River Trails Owners Association Inc.
795 Woodlake Road, Suite B
Kohler, WI 53044-1315

River Trails Owners Association, Inc.
Kathleen Van Wyk,
Registered Agent,
c/o Kohler Co.
444 Highland Drive
Kohler, WI 53044

18

97 total
mailed 6/9/17
JLK

III

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

Submitting various license applications.

City Clerk

CARNIVAL

<u>No.</u>	<u>Name</u>	<u>Address</u>
2907	S & J Enterprizes	N578 Military Rd. - One day event held 7/4/17 located at South Pier.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3082	Ranieri's Pool Team	811 Indiana Ave. - One day July 4, 2017 to include East and West parking lot in current premise description.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
9614	Stielow, Dustin K.	1103 Superior Avenue

CIGARETTE/TOBACCO (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Stores #5587	2821 N. 15 th St.
2389	The Epicure Lounge	1116 Michigan Avenue

Consent

New

III

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

Submitting various license applications ALREADY ISSUED.

City Clerk

SPECIAL "B" LICENSE

No. Name

Address

1377 St. Dominics Church

2133 N. 22nd St. - One day event to be held on June 10, 2017. To include the Parrish Activity Centre and Surrounding Grounds.

Consent

II

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

Submitting a communication, as a matter of record, from the Wisconsin Historical Society stating that they have submitted documents to the Register of Deeds of Sheboygan County, recording a catalogued burial site on our organization's property, known as Kletzien Mound Group.

Consent

City Clerk



MAY 31 '17 AM 10:43

WISCONSIN
HISTORICAL
SOCIETY

30 May 2017

City of Sheboygan
Attn: Susan Richards, City Clerk
828 Center Ave Ste 100
Sheboygan WI 53081

Dear Ms. Richards:

The Wisconsin Historical Society has submitted documents to the Register of Deeds for your county, recording a catalogued burial site on your organization's property, known as Kletzien Mound Group (SB-0061/BSB-0126) located in Section 11 of Sheboygan, in accordance with Wis. Stat. §157.70(2)(a), Wisconsin's Burial Sites Preservation law.

As a reminder, a municipality may not sell or transfer land that contains a human burial site without certain restrictions, unless the transfer is to another municipality, Wis. Stats. 157.70. Towns are not subject to this provision. The transfer must be approved by the Burial Sites Preservation Board and the municipality must provide for the subsequent preservation of the burial site, usually by requiring that the burial site be set aside as green space or for some other use that won't disturb human burials. The municipality may be required to hire an archaeologist to evaluate the condition of the burial site. Please keep the copies of the Notice of Location for your own records. We are also enclosing a map of the catalogued site boundaries for reference.

Please understand, even though the burial site on your property is catalogued, the state has not taken ownership of your land and no one has permission to access your property without first obtaining your approval. However, we remind you that the Burial Sites Preservation law prohibits catalogued burial sites from being disturbed without first obtaining a permit from the Director of the Wisconsin Historical Society. Examples of disturbance include ground-disturbing activities such as digging, installing fence posts, and removing tree stumps, as well as removal of tomb stones or other burial markers, both within the burial site and the catalogued buffer around it.

If you need to conduct ground-disturbing work within the burial site, fill out the "Request to Disturb" form at: <http://wihist.org/Request-to-Disturb> and submit it to the address listed on the form. For more information on burial sites in Wisconsin, please visit our Web site: wisconsinhistory.org/hp/burialsites/

If you need further assistance or have any additional questions, please contact Merisa Stacy by telephone at 1-608-261-1002 or, via e-mail, at merisa.stacy@wisconsinhistory.org. Thank you for your attention to this matter.

Sincerely,

Merisa Stacy
Burial Site Recording Assistant

Wisconsin Historical Society
Historic Preservation
816 State Street
Madison WI 53706

Enclosed– Notice of Location (1), map (for reference only), Wis. Stats. §157.70

Cc: Joe Kerlin, Superintendent of Parks and Forestry, 2026 New Jersey Ave, Sheboygan WI 53081

Collecting, Preserving and Sharing Stories Since 1846

816 State Street Madison, Wisconsin 53706

wisconsinhistory.org

NOTICE OF LOCATION OF
CATALOGUED BURIAL SITE



8 4 1 9 7 2 2
Tx:4132821

2039051

SHEBOYGAN COUNTY, WI

RECORDED ON

05/17/2017 4:11 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 3

PAGES: 1

DOCUMENT # BWHS-17-03-197
SITE#/BURIAL # SB-0061/BSB-0126
SITE NAME Kletzien Mound Group
(Black River Group No. 2)
OWNERS NAME City of Sheboygan
OWNERS ADDRESS Susan Richards, City Clerk
City of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081

WHEREAS, the legislature intends by 1985 Wisconsin Act 316 to assure that all human Burials be accorded equal treatment and respect for human dignity without reference to ethnic origins, cultural backgrounds or religious affiliations; and WHEREAS, Wis. Stats. § 157.70(2)(a) provides that the Director of the Wisconsin Historical Society shall identify and record in a catalog, burial sites in this state, together with sufficient contiguous land necessary to protect the burial site from disturbance; and WHEREAS, § 7011(13), Wis. Stats provides a property tax exemption for land containing a burial site, which is entered in the state catalog of burial sites and that this makes the property tax treatment of burial sites consistent with the property tax treatment of cemeteries; and WHEREAS, § 157.70(5)(b), Wis. Stats. provides that no person may intentionally cause or permit the disturbance of a cataloged burial site without a permit from the Director of the Wisconsin Historical Society. Now therefore be it known that the following described lands contain a cataloged burial site and are subject to the protection and provisions of 1985 Wisconsin Act 316.

RETURN TO:
Merisa J. Stacy
Burial Sites Preservation
Wisconsin Historical Society
816 State Street
Madison, Wisconsin 53706-1482
Parcel Identification Numbers
59281326029

Kletzien Mound Group BSB-0126

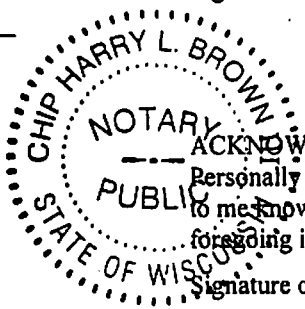
This site consists of a group of Native American burial mounds. It is located in the SW ¼ of the NW ¼ of Section 11, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

The catalogued area should be considered to be the northern 520 feet of parcel # 59281326029, commonly known as Sheboygan Indian Mounds Park.

THIS INSTRUMENT DRAFTED BY
Merisa J. Stacy
Merisa J. Stacy

dated this 11th day of May 2017

Signature of Daina J. Penkunas
Daina J. Penkunas
Deputy State Historic Preservation Officer
Wisconsin Historical Society



ACKNOWLEDGMENT STATE OF WISCONSIN, DANE COUNTY

Personally came before me this 11th day of May 2017

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same

Signature of Chip Harry L. Brown, III
Chip Harry L. Brown, III
My Commission is permanent.



Catalogued Area

Indian Mound Park

Panther Ave

S 8th St

S 9th St

S 10th St

S 11th St

Tasswood Dr

SUBCHAPTER III

BURIAL SITES PRESERVATION

157.70 Burial sites preservation. (1) DEFINITIONS. In this section:

- (a) "Board" means the burial site preservation board.
- (b) "Burial site" means any place where human remains are buried.
- (c) "Cataloged" means recorded under sub. (2) (a), (4) (c) or (6) (c).
- (cm) "Dedicated" has the meaning given in s. 157.061 (4).
- (d) "Director" means the director of the historical society or his or her formally appointed designee.
- (e) "Disturb" includes defacing, mutilating, injuring, exposing, removing, destroying, desecrating or molesting in any way.
- (f) "Human remains" means any part of the body of a deceased person in any stage of decomposition.
- (g) "Interest" means an interest based on any of the following:
 1. Direct kinship.
 2. A cultural, tribal or religious affiliation.
 3. A scientific, environmental or educational purpose.
 4. Land use.
 5. A commercial purpose not related to land use which is consistent with the purposes of this section.
 6. Any other interest which the board deems to be in the public interest.
- (h) "Owner" means a person who owns or leases land on which a burial site is located.
- (hm) "Person" includes the state.
- (i) "Qualified archaeologist" means an individual who has a graduate degree in archaeology, anthropology or a closely related field and at least one year of full-time professional experience or equivalent specialized training in archaeological or physical anthropological research, administration or management, at least 4 months of supervised field and analytic experience in general North American archaeology or physical anthropology and a demonstrated ability to carry research to completion.

(1m) APPLICABILITY. This section does not apply to the disturbance of cataloged land contiguous to a cataloged burial site if the cataloged burial site was recorded under sub. (2) (i) before August 9, 1989.

(2) DIRECTOR'S DUTIES. The director shall:

- (a) Under a special inspection warrant as required under s. 66.0119, identify and record in a catalog burial sites in this state and, for burial sites which are not dedicated, sufficient contiguous land necessary to protect the burial site from disturbance, and notify in writing every owner of a burial site or of such land so recorded and any county or local historical society in the county where the burial site or the land is located. Any information in the catalog related to the location of any burial site, the disclosure of which would be likely to result in the disturbance of the burial site or the cataloged land contiguous to the burial site, is not subject to s. 19.35 (1). The notice shall include information about the permit required under sub. (5) and the toll free number the owner may call for more information. In this paragraph, "sufficient contiguous land" means land that is within at least 5 feet from any part of a burial site.
- (b) Identify and record in a catalog burial sites likely to be of archaeological interest or areas likely to contain burial sites. Any information in the catalog related to the location of any burial site likely to be of archaeological interest or of any area likely to contain a burial site, the disclosure of which would be likely to result in the disturbance of the burial site or the cataloged land contiguous to a cataloged burial site, is not subject to s. 19.35 (1).

(c) Make recommendations concerning burial sites on private property for acquisition by the state or other public agencies to preserve the burial sites.

(d) Provide for and publicize a telephone service which allows any person in this state to call, without charge, the director to report a discovery or disturbance of a burial site.

(e) Establish a registry for any person whom the board determines to have an interest in a cataloged burial site or class of cataloged burial sites under sub. (2m) (b) or (c). The registry shall include the name of every person whom the board determines to have an interest in the preservation of a burial site or in providing for the reinterment of the human remains and objects related to burial in the burial site if the burial site is disturbed and identify the burial site in which the person is determined to have an interest. Any information in the registry related to the location of any burial site, the disclosure of which would be likely to result in disturbance of the burial site, is not subject to disclosure under s. 19.35 (1).

(f) Assist owners in identifying persons to be notified under sub. (5) (b) 2.

(g) Assist Indian tribes, state agencies and other persons in any negotiation with any federal agency for the preservation of burial sites and human remains.

(h) Mediate, upon application of any owner or person in the registry under par. (e), any dispute related to the disturbance or proposed disturbance of a burial site.

(i) Cause a cataloged burial site to be recorded by the register of deeds of the county in which the burial site is located. The historical society shall reimburse the county for the cost of recording under this paragraph from the appropriation under s. 20.245 (1) (a).

(2m) BOARD DUTIES. The board shall:

(a) Meet at least every 3 months.

(b) Determine which Indian tribes in this state have an interest in any cataloged burial site or class of cataloged burial sites and notify the director for entry in the registry under sub. (2) (e).

(c) Determine which applicants for entry in the registry under sub. (2p) have an interest in a cataloged burial site or class of cataloged burial sites.

(d) As it deems necessary, review determinations of the director and the division of hearings and appeals in the department of administration under sub. (5).

(e) As it deems necessary, review disposition actions taken by the director under sub. (6).

(f) As it deems appropriate, approve transfers of burial sites under sub. (6m) (b) 2.

(2p) APPLICATION FOR REGISTRY. Any person may apply to the board for entry in the registry and shall indicate in which burial site she or he is claiming an interest.

(2r) SITE DISTURBANCE PROHIBITED. Except as provided under subs. (4) and (5) and ss. 157.111 and 157.112, no person may intentionally cause or permit the disturbance of a burial site or cataloged land contiguous to a cataloged burial site. This subsection does not prohibit normal agricultural or silvicultural practices which do not disturb the human remains in a burial site or the surface characteristics of a burial site.

(3) REPORT OF DISTURBED BURIAL SITES. (a) Except as provided under s. 979.01, a person shall immediately notify the director if the person knows or has reasonable grounds to believe that a burial site or the cataloged land contiguous to a cataloged burial site is being disturbed or may be disturbed contrary to the requirements of subs. (4) and (5).

(b) Upon receipt of any notice under par. (a), the director shall determine if the burial site which is the subject of the notice has been cataloged under sub. (2) (a).

(4) PROCEDURE FOR UNCATALOGED BURIAL SITES. (a) If the director determines that a burial site reported under sub. (3) is not

cataloged under sub. (2) (a), he or she shall immediately notify the owner of the burial site of the procedure under this subsection and of the liabilities and penalties which apply for failure to comply with the procedure. If the director deems it appropriate, he or she may give notice to the board, and to any person who has or may have an interest in the burial site, that a burial site has been reported under sub. (3).

(b) No owner who has received notice under par. (a) may in any way intentionally cause or permit any activity which would disturb the burial site which is the subject of the notice unless authorized by the director under par. (c) 2. or (d).

(c) 1. Using information available concerning the burial site and the proposed activity, the director shall determine whether the proposed activity will disturb the burial site and whether the registry under sub. (2) (c) shows that any person has an interest in the burial site.

2. If the director determines that the proposed activity will not disturb the burial site or will disturb a burial site in which no person is shown on the registry under sub. (2) (c) to have an interest, he or she shall notify the owner of the owner's right to cause or permit the activity.

3. If the director determines that the proposed activity will disturb a burial site in which any other person who is not the owner is shown on the registry under sub. (2) (c) to have an interest and that the interest is substantial, the director shall notify the owner that the owner may not cause or permit the activity unless the owner does one of the following:

a. Subject to s. 157.111, authorizes the director or a qualified archaeologist approved by the director to excavate the burial site to remove and analyze any human remains and objects related to the burial in the burial site from the burial site within a reasonable time, beginning within 30 days of when ground conditions permit, for disposition under sub. (6).

b. Changes the proposed activity so as not to disturb any burial site.

(d) If the director determines that an owner has satisfied the requirements under par. (c) 3., he or she shall notify the owner of the owner's right to cause or permit any activity which is in keeping with the owner's action under par. (c) 3.

(e) If under par. (c) 3. a. all human remains and objects related to the burial in a burial site reported under sub. (3) (a) are not removed from the burial site, the director shall enter the burial site into the record prepared under sub. (2) (a).

(f) The director shall submit a written report to the board of any determination which he or she makes under this subsection.

(5) PROCEDURE FOR CATALOGED BURIAL SITES. (a) No person may intentionally cause or permit the disturbance of a cataloged burial site or the cataloged land contiguous to a cataloged burial site without a permit from the director issued under this subsection.

(b) Any person who intends to cause or permit any activity on a cataloged burial site or on cataloged land contiguous to a cataloged burial site which in any way might disturb the burial site or the land shall:

1. Apply to the director for a permit to disturb the burial site or the land. The application shall include the purpose of the disturbance and the names and addresses of any persons notified under subd. 2. The director shall send the applicant the names of any person in the registry with an interest in the burial site.

2. On a form provided by the director, notify any person whose name the director has sent under subd. 1. of the proposed disturbance. The notice to any person under this subdivision shall include information on the notified person's right to a hearing on whether the director should grant a permit to disturb the burial site or the land.

(c) 1. Upon request of the applicant or any person notified under par. (b), or if the director determines that a hearing is necessary, the director shall request the division of hearings and appeals

in the department of administration to conduct a hearing on whether a permit should be issued to disturb the burial site or the land which is the subject of the request. If in any part of the hearing the location of a burial site is the subject of the testimony, such part of the hearing shall be conducted in a session closed to the public and the record of such part of the hearing shall be exempt from disclosure under s. 19.35 (1).

1m. If a hearing is not requested or determined to be necessary under subd. 1., the director shall determine whether a permit should be issued to disturb the burial site or the land which is the subject of the application under par. (b) 1. If the director determines that the benefits to the permit applicant in disturbing the burial site or the land outweigh the benefits to all other persons shown on the registry under sub. (2) (c) to have an interest in not disturbing the burial site or the land, the director shall grant a permit to disturb the burial site or the land. In making the determination, the director shall consider the interest of the public in addition to any other interests. If the director determines that any of the following classes of interest are represented, the director shall weight the interests in the following order of priority:

- a. Direct kinship.
- b. A cultural, tribal or religious affiliation.
- c. A scientific, environmental or educational purpose.
- cm. Historical and aesthetic significance of the burial site.
- d. Land use.
- e. A commercial purpose not related to land use which is consistent with the purposes of this section.

f. Any other interest which the director deems to be in the public interest.

2. If a hearing is requested or determined to be necessary under subd. 1., the division of hearings and appeals in the department of administration shall conduct a hearing to determine whether the benefits to the permit applicant in disturbing the burial site or the land outweigh the benefits to all other persons shown on the registry under sub. (2) (c) to have an interest in not disturbing the burial site or the land. If the division finds in favor of the applicant, the division shall issue a determination in favor of granting a permit to disturb a burial site or the land which is the subject of the hearing under this paragraph. In making the determination, the division shall consider the interest of the public in addition to the interests of the parties. If any of the following classes of interest are represented in the hearing, the division shall weight the interests in the following order of priority:

- a. Direct kinship.
- b. A cultural, tribal or religious affiliation.
- c. A scientific, environmental or educational purpose.
- cm. Historical and aesthetic significance of the burial site.
- d. Land use.
- e. A commercial purpose not related to land use which is consistent with the purposes of this section.

f. Any other interest which the board deems to be in the public interest.

2m. If the division makes a determination for granting a permit to disturb a burial site which is the subject of the hearing under this paragraph, the division may determine the person to whom the human remains and objects related to the burial in the burial site should be transferred for analysis and reinterment or other appropriate disposition when the burial site is disturbed. In making such a determination, the division shall follow the order of priority prescribed in sub. (6) (a).

3. If the determination under subd. 1m. or 2. is for granting a permit to disturb a burial site which is the subject of the hearing under this paragraph, the director shall grant the permit if the owner authorizes the director or a qualified archaeologist approved by the director to excavate the burial site to remove, within a reasonable time, beginning within 30 days of when ground conditions permit, for disposition under sub. (6), any

human remains and objects related to the burial in the burial site to be disturbed under the permit.

4. A permit issued under this subsection shall be subject to s. 157.111 and may be subject to any other condition or exemption deemed necessary to limit the disturbance of a burial site or the land or to minimize any other burden on any person affected by granting the permit.

5. Any party in a hearing under this paragraph may appeal the determination under subd. 1m. or 2. to the board.

(d) 1. The director may charge a fee to recover the cost of excavation of a cataloged burial site under par. (c) 3. on the basis of the historical society's assessment of the costs associated with excavation of the cataloged site.

2. The director may charge a fee to recover costs incurred by the historical society to analyze and reinter or otherwise dispose of human remains and other material under par. (c) 2m.

(6) DISPOSITION OF HUMAN REMAINS REMOVED FROM BURIAL SITES. (a) If human remains and objects related to the burial in the site are removed from a burial site under sub. (4) (c) 3. a. or (5) (c) 3. and the division has not determined under sub. (5) (c) 2m. the person to whom such remains and objects should be transferred for analysis and reinterment or other appropriate disposition, the director shall notify any person in the registry under sub. (2) (c) with an interest in the analysis and reinterment or appropriate disposition of such human remains and objects. The director shall transfer the remains and objects to such person for appropriate reinterment or other appropriate disposition upon receipt of a written application by any person with an interest in the analysis and reinterment or other appropriate disposition based on the following, in the order of priority stated, when persons in prior classes are not available at the time of application and in the absence of actual notice of opposition by a member of the same or a prior class:

1. Direct kinship.
2. A cultural, tribal or religious affiliation.
3. A scientific, environmental or educational purpose.
4. Any other interest which the board deems to be in the public interest.

(b) If the director cannot identify any person with an interest in reintering the human remains and objects received under par. (a), the director shall provide for reinterment or other disposition of the human remains and objects in an appropriate manner.

(c) The director shall enter into the catalog prepared under sub. (2) (a) the site of any reinterment under par. (a) or (b).

(d) The director shall submit to the board a written report of any disposition action taken under this subsection.

(e) The board may review and modify any disposition action taken by the director under this subsection.

(6m) BURIAL SITES ON PUBLIC LANDS. (a) In this subsection, "municipality" has the meaning given under s. 66.0621 (1) (a) and includes the state.

(b) Notwithstanding any other provision of this section, a municipality:

2. May not transfer any burial site to any person who is not a municipality unless the transfer provides for preservation of the burial site from any disturbance by any person and unless the transfer is approved by the board.

3. Shall endeavor to take positive action to preserve any burial site on land it owns through appropriate land use management

including but not limited to appropriate multiuse purposes such as nature preserves.

(7) ACTION BY ATTORNEY GENERAL. Upon request of the board, the attorney general or the district attorney of the proper county shall aid in any investigation, inspection, hearing or trial had under the provisions of this section and shall institute and prosecute all necessary actions or proceedings for the enforcement of such provisions and for the punishment of violations of the same. The attorney general or district attorney so requested shall report to or confer with the board regarding the request within 30 days after receipt of the request.

(8) REMEDIES. Any person who intentionally disturbs, without the authorization of the director under sub. (4) (c) 2. or (d), a burial site which is not cataloged or who intentionally disturbs, without a permit issued under sub. (5), a cataloged burial site or the cataloged land contiguous to a cataloged burial site is liable for attorney fees and damages or other appropriate relief to any person with an interest in preserving the burial site or in reintering the human remains and objects related to the burial in the burial site. Any person with an interest in preserving a burial site or in reintering the human remains in the burial site may bring an action for an injunction to prevent disturbance to the burial site or the cataloged land contiguous to a cataloged burial site or to obtain the human remains and objects related to the burial in the burial site for appropriate reinterment, in the order of priority specified in sub. (6) (a).

(9) PRESERVATION OF RIGHTS. The transfer of title to any property shall not change the rights and duties of any person under this section.

(10) PENALTIES. (a) Any person who fails to report the disturbance of a burial site or the cataloged land contiguous to a cataloged burial site as required under sub. (3) shall forfeit not less than \$100 nor more than \$1,000.

(b) Any person who intentionally disturbs a burial site which is not cataloged without the authorization of the director under sub. (4) (c) 2. or (d) shall forfeit not less than \$500 nor more than \$2,000 if the burial site is not dedicated or shall forfeit not less than \$1,000 nor more than \$10,000 if the burial site is dedicated.

(c) Any owner who intentionally causes or permits any activity which disturbs a burial site after receiving notice from the director under sub. (4) (a) without the authorization required under sub. (4) (c) 2. or (d) shall forfeit not less than \$1,000 nor more than \$10,000.

(d) Any person who intentionally causes or permits any activity which disturbs a cataloged burial site or the cataloged land contiguous to a cataloged burial site without a permit issued under sub. (5) shall forfeit not less than \$1,000 nor more than \$10,000.

(e) Any person who disturbs a burial site for commercial gain not related to use of the land where a burial site is located or who disturbs a cataloged burial site for commercial gain related to use of the land where a burial site is located in violation of this section may be fined not to exceed 2 times the gross value gained or 2 times the gross loss caused by the disturbance, whichever is the greater, plus court costs and the costs of investigation and prosecution, reasonably incurred, or imprisoned for not more than one year in the county jail or both. In calculating the amount of the fine based on personal injury, any measurement of pain and suffering shall be excluded.

History: 1985 a. 316; 1987 a. 27; 1989 a. 3, 31, 359; 1991 a. 39; 1993 a. 386; 1995 a. 357; 1999 a. 83; 1999 a. 150 s. 672; 2001 a. 16.

Cross-reference: See also ch. HIS 1, Wis. adm. code.

Note: 1985 Wis. Act 316, which created this section, contains extensive notes. Also, Section 1 of the Act is entitled "Legislative findings and purpose".

VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. O. No. 418-16-17 by Finance to whom was referred R. O. No. 209-16-17 by the City Clerk submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.; recommends paying the claim in the amount of \$13,636.38.

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

VI

5.9

R. C. No. 418-16-17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 209-16-17 by City Clerk submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.; recommends referring to Finance of the new council.

*Finance of
new Council
approve payment of
\$13,636.38*

John Boh

John Boh

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

3.1

R. O. No. 209- 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.

Inance

City Clerk

III

Claim # 27-16

Providing Insurance and Financial Services
Home Office, Bloomington, IL



January 16, 2017



City Of Sheboygan
828 Center Ave
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106171
Atlanta GA 30348-6171

RE: Claim Number: 49-0480-5S3
Insured: Angela Allensworth
Date of Loss: December 23, 2016
Amount of Claim: Pending
Location of Loss: Taylor Dr & Washington
Sheboygan, WI

To Whom It May Concern:

We are writing to you regarding a loss sustained by our insured.

Our investigation indicates you are responsible for this loss which was caused by your employee. By virtue of our payment to our insured, we are entitled to recovery from the responsible party.

If you have liability insurance, please refer this letter to your insurance company and provide us with your insurance information. We are enclosing a form for you to complete with your insurance information.

If you do not have insurance, please contact us to discuss arrangements for paying this claim.

Your cooperation is appreciated.

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.

49-0480-5S3
Page 2
January 16, 2017

Sincerely,

Rob Crockett
Claim Specialist
(844) 292-8615 Ext. 349
Fax: (855) 820-6318

State Farm Mutual Automobile Insurance Company

Enclosure: Form
Return Envelope

Claim Number: 49-0480-5S3
Insured: Angela Allensworth

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of your insurance company: _____

Phone number for your insurance company: () _____

Your policy number: _____

Your agent's name and phone number: _____

Have you reported this loss to your insurance company? _____ Yes _____ No

If yes, what claim number has your insurance company assigned to this loss?

Thank you for your cooperation.

March 10, 2017

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

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

Certified Mail - Return Receipt Requested

RE: Claim Number: 49-0480-5S3
Our Insured: Dan Allensworth
Date of Loss: December 23, 2016
Your Insured: City Of Sheboygan-Clerk's Office
Your Insured Driver: Mark Wilhelm
Loss Location: Taylor Dr & Washington, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

Your vehicle made an improper right turn in front of our insureds vehicle.

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® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$0
042 - Uninsured Motorist PD	\$0
300 series/400 - Comp/Collision	\$18980.54
501 - Rental/Loss of Use	\$0
600-050 - Med Pay/PIP	\$0
Other	\$0
Salvage Recovery	\$0
Amount State Farm Paid	\$18,980.54
Insured Deductible	\$500.00
Total Claim Amount	\$19,480.54

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 \$19,480.54.

49-0480-5S3
Page 2
March 10, 2017

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.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Kassi Wooton
Claim Associate
(877) 787-8276 Ext. 6156926941
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

PS: 7016 1970 0000 4340 0949

DATE RECEIVED 3-13-17RECEIVED BY WDCLAIM NO. 27-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

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.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: State Farm Ins. also Dan Alknsworth
2. Home address of Claimant: PO Box 104172 Atlanta GA 30348
3. Home phone number: 615-692-6941
4. Business address and phone number of Claimant: Same as above
5. When did damage or injury occur? (date, time of day) 12/23/16; Friday; 7:00 PM
6. Where did damage or injury occur? (give full description) Taylor Dr. & Washington
7. How did damage or injury occur? (give full description) your vehicle made an improper turn in front of 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: Mark Wilhelm
 - (b) Claimant's statement of the basis of such liability: failure to make proper turn
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: same as above since photo
N/A
 - (b) Claimant's statement of basis for such liability: N/A

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").

2015 Cadillac SRX; front end "no injuries"

11. Name and address of any other person injured: N/A

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

Auto:	\$	<u>19480.54</u>
Property:	\$	<u>—</u>
Personal injury:	\$	<u>—</u>
Other: (Specify below	\$	<u>—</u>
TOTAL		<u>19480.54</u>

Damaged vehicle (if applicable)

Make: Cadillac Model: SRX Year: 2015 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: N/A

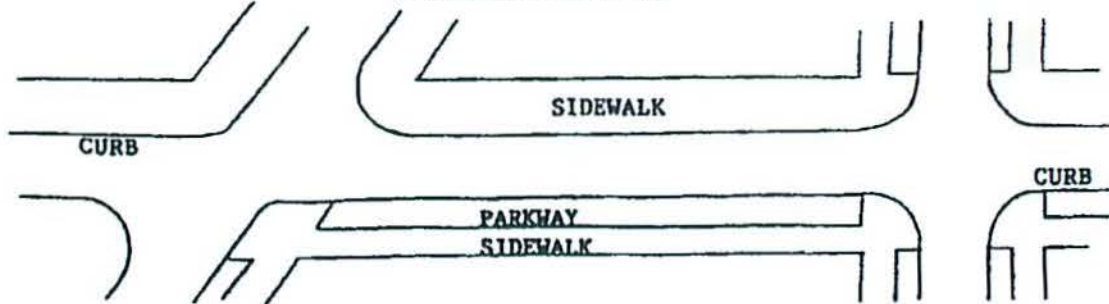
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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]

Date: 3/19/17

DATE RECEIVED 3/3/17

RECEIVED BY MD

CLAIM NO. 27-16

CLAIM

Claimant's Name: <u>State Farm Ins. aka Dan Allensworth</u>	Auto	\$ <u>19480.54</u>
Claimant's Address: <u>P O Box 106172</u>	Property	\$ <u>—</u>
<u>Atlanta GA 30348</u>	Personal Injury	\$ <u>—</u>
Claimant's Phone No. <u>615-692-6941</u>	Other (Specify below)	\$ <u>—</u>
	TOTAL	<u>19480.54</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 \$ 19480.54.

SIGNED: [Signature] DATE: 3/10/17

ADDRESS: PO Box 106172 Atlanta GA 30348



RBZ0006Z

State Farm Mutual Automobile Insurance Company

Auto Payments by COL

Route To: Kassi Wooton

BASIC CLAIM INFORMATION

Claim Number: 49-0480-5S3
Date of Loss: 12-23-2016
Policy Number: 0074-111-49G
Named Insured: ALLENSWORTH, ANGELA

400 - COLL

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>
105436716K E	02-27-2017	Named Insured(s)	400	1	Paid	\$18,980.54	ECSAPY	
Total:						\$18,980.54		

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

*** SUPPLEMENT 2 ***

12/29/2016 02:49 PM
S2 02/27/2017 04:15 PM

Owner

Owner: ANGELA ALLENSWORTH
Address: 4822 FERNDAL CT
City State Zip: SHEBOYGAN, WI 53081-8556
Home/Day: (920)208-6356
Cell: (217)422-0021
Home/Evening: (920)208-6356

Control Information

Claim # : 49-0480-5S301
Loss Date/Time: 12/23/2016 06:00 AM
Deductible: \$500.00
Insured Policy # :
Loss Type: Collision
Ins. Company: State Farm
Address: 3400 S. BUSINESS DR.
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286
Insured: ANGELA ALLENSWORTH
Address:
City State Zip:
Home/Day: (920)208-6356
Cell: (217)422-0021
Home/Evening: (920)208-6356
Claim Rep: Express Team E
Address:
Work/Day: (855)341-8184

Inspection

Inspection Date: 12/29/2016 02:47 PM
Inspection Location: SHEBOYGAN Cadillac
Address: 3500
City State Zip: SHEBOYGAN, WI 53081
Primary Impact: Left Front Corner
Driveable: No
Inspection Type: Select Service
Contact:
Secondary Impact:
Rental Assisted:
Assigned Date/Time:
First Contact Date/Time:
Received Date/Time: 12/26/2016 07:37 AM
Appointment Date/Time: 12/26/2016 06:00 AM
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
Orig Appraiser Name: PATRICK KARBE
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

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

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Repair Start Date/Time: 01/09/2017 12:51 PM
Repair Complete Date/Time: 01/31/2017 12:52 PM
Target Complete Date/Time: 01/31/2017 12:52 PM

Vehicle Drop Off Date/Time: 12/26/2016 08:00 AM
Vehicle Pick Up Date/Time: 01/31/2017 03:00 PM
Days To Repair: 20

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
ORIGINAL / INITIAL ESTIMATE:
TOW IN
FINAL BILL

Vehicle

OEM Part Price Quote ID: 15102431

2015 Cadillac SRX Luxury Collect. 4 DR Wagon
6 Cyl Gasoline 3.6 DI
6-Speed Automatic

Lic.Plates: FF8163
Lic Expire:
Prod Date: 10/2014
Veh Insp# :
Condition:
Ext. Color: CRYSTAL CLARET TINTCOAT
Ext. Refinish: Three-Stage UserDefined
Ext. Paint Code: GBE,WA505Q

Lic State: WI
VIN: 3GYFNEE36FS561682
Mileage: 32,128
Mileage Type: Actual
Code: T7313A
Int. Color: Shale w/Brownstone accents
Int. Refinish: Three-Stage
Int. Trim Code: AFF

Options - AudaVIN Information Received

- | | | |
|--------------------------|-----------------------------|-----------------------------|
| 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 Dimming Ext Mirrors |
| Auto Headlamp Control | Automatic Dimming Mirror | Automatic High Beam |
| Auxiliary Audio Input | Bose Sound System | Bucket Seats |
| Cargo Organizer | Center Console | Chrome Grille |
| Cross Traffic Alert | Cruise Control | Daytime Running Lights |
| Driver Information Sys | Driver Seat Memory | Dual Airbags |
| Dual Power Seats | Dual Pwr Lumbar Supports | Dual Zone Auto A/C |
| Elect. Stability Control | Floor Mats | Fwd. Collision Alert |
| Garage Door Opener | Halogen Headlights | Head Airbags |
| Heated Front Seats | Heated Power Mirrors | Heated Steering Wheel |
| High Definition Radio | Illuminated Visor Mirror | Intermittent Wipers |
| Keyless Access System | Keyless Entry System | Keyless Ignition System |
| LED Brakelights | Lane Departure Alert | Leather Seats |
| Leather/Wood Steer Wheel | Lighted Entry System | Limited Slip Differential |
| MP3 Decoder | Memory Pedals | Mirror(s) Memory |
| Navigation System | OnStar System | Overhead Console |
| Parking Assist System | Power Adjustable Pedals | Power Brakes |
| Power Door Locks | Power Liftgate | Power Steering |
| Power Windows | Pwr Folding Ext Mirrors | Rain-Sensing W/S Wipers |
| Rear View Camera | Rear Window Defroster | Rear Window Wiper/Washer |
| Remote Starter | Roof Rails | Safety Alert Seat(s) |
| Side Airbags | Side Blind Zone Warning | SiriusXM Satellite Radio |

Special Factory Paint

Tachometer
 Tinted Glass
 Touch Screen Display
 UltraView Double Sunroof
 Wood Interior Trim

Split Folding Rear Seat
 Theft Deterrent System
 Tire Pressure Monitor
 Traction Control System
 Wireless Audio Streaming

Strg Wheel Radio Control
 Tilt & Telescopic Steer
 Tonneau/Cargo Cover
 USB Audio Input(s)
 Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	311		Mldg,Rocker Panel LT	R & I Assembly			INC	SM
2	RI	270		Mldg,Front Door Side LT	R & I Assembly			0.3	SM
3	RI	348		Mldg,Rear Door Side LT	R & I Assembly			0.3	SM
Front Bumper									
4	PC	10		Cvr,Front Bumper Up	RECOND PART	\$423.00		2.1	SM
5	L	10	14	Cvr,Front Bumper Up	Refinish			4.9	RF
					2.9 Surface				
					1.0 Three-stage setup				
					1.0 Three-stage				
6	UE	7	46	Cvr,Front Bumper Lwr >> 22869264	Replace OE Surplus	\$234.38*		0.5	SM
7	L	7		Cvr,Front Bumper Lwr	Refinish			1.7	RF
					1.7 Surface				
8	UE	5		Reinf,Frt Bumper Up >> 22792566	Replace OE Surplus	\$300.89*		3.3	SM
9	UE	25		Grille,Frt Bumper Lwr >> GM22739004	Replace OE Surplus	\$319.58*		INC	SM
10	L	25		Grille,Frt Bumper Lwr	Refinish			0.6	RF
					0.6 Surface				
11	UE	21		Grille,Frt Bmpr Cvr LT >> 25778386	Replace OE Surplus	\$202.30*		INC	SM
12	L	21		Grille,Frt Bmpr Cvr LT	Refinish			0.3	RF
					0.3 Surface				
13	UE	20		Harness,Front Bumper >> 22767428	Replace OE Surplus	\$119.20*			SM
14	UE	453		Snsr, Obstacle Warning LT >> 20777093	Replace OE Surplus	\$194.99*		INC	SM
15	L	453		Snsr, Obstacle Warning LT	Refinish			0.4	RF
					0.3 Surface				
					0.1 Three-stage				
16	UE	16		Defl,Front Bumper >> 22992722	Replace OE Surplus	\$98.62*		INC	SM
17	UE	17		Filler,Frt Bmpr Defl >> 20846070	Replace OE Surplus	\$80.52*		INC	SM
18	BR	26		Cover,Tow Hook Access	Blend Refinish			0.2	RF
					0.1 Blend				
					0.1 Three-stage				
19	RI	9		Panel,Frt Bmpr License	R & I Assembly			0.2	SM
20	UE	8		Absorber,Front Bumper >> 20962144	Replace OE Surplus	\$193.38*		INC	SM
21	UE	115		Brkt,Front Bumper Mtg LT >> 22806471	Replace OE Surplus	\$25.48*		INC	SM
22	UE	74	07	Extension,Side Member LT >> 25806521	Replace OE Surplus	\$246.87*		0.5	SM
23	L	74		Extension,Side Member LT	Refinish			0.7	RF
					0.5 Surface				

24	UE	75	07	Extension,Side Member RT >> 25806522	0.2 Three-stage Replace OE Surplus	\$246.87*		0.5	SM
25	L	75		Extension,Side Member RT	Refinish 0.5 Surface 0.2 Three-stage			0.7	RF

Front End Panel And Lamps

26	UE	62		Grille Assembly >> GM22738992	Replace OE Surplus	\$517.31*		INC	SM
27	EU	41		Headlamp Assy,Halogen LT >> SHAWN@CLEVELAND AUTO	RECYCLED PART	\$450.00*	+25.00	INC	SM
28	N	973		Headlamps Aim	ADDITIONAL OPERATION	\$0.00*		0.4	SM
29	E	90		Brkt,Headlamp Mtg LT	25776398 GM Part	\$32.98		INC	SM
30	L	90		Brkt,Headlamp Mtg LT	Refinish 0.2 Surface 0.1 Three-stage			0.3	RF
31	RI	122		Lamp,Side Marker RT	R & I Assembly			0.2	SM

Radiator Support

32	UE	93	07	Crsmbr,Rad Panel Upr >> 20909169	Replace OE Surplus	\$610.04*		11.2	SM
33	L	93		Crsmbr,Rad Panel Upr	Refinish 0.5 Surface 0.2 Three-stage			0.7	RF
34	UE	130	07	Crsmbr,Rad Pnl Lower >> 20939482	Replace OE Surplus	\$238.36*		1.4	SM
35	L	130		Crsmbr,Rad Pnl Lower	Refinish 0.4 Surface 0.1 Three-stage			0.5	RF
36	I	11	07	Extn,Upr Crossmember LT	Repair			1.0*	SM
37		11		Extn,Upr Crossmember LT	Refinish			INC	RF
38	UE	136		Cover,Rad Supt Panel >> 20843992	Replace OE Surplus	\$60.07*		INC	SM
39	UE	169		Cover,Rad Supt Panel >> 22781448	Replace OE Surplus	\$41.13*		INC	SM
40	E	76		Label,Radiator Support	24258938 GM Part	\$8.74		0.1	SM
41	E	89	01	Label,Radiator Support	19257194 GM Part	\$32.86		0.1	SM
42	E	743		Seal,Rad Mounting Pnl	20968482 GM Part	\$12.02		INC	SM
43	E	107		Baffle,Radiator Panel LT	20968478 GM Part	\$18.92		INC	SM
44	E	108		Baffle,Radiator Panel RT	20968477 GM Part	\$32.48		INC	SM

Cooling And Air Conditioning

45	EC	755		Radiator >> KEYSTONE	** NON-OEM PART	\$141.79*		0.5	SM
46	EU	766		Fan Assy,Eng Cooling >> SHAWN@CLEVELAND AUTO	RECYCLED PART	\$190.00*	+25.00	INC	SM
47	E	1907		Brkt,Radiator Mounting LT	25881551 GM Part	\$9.53		INC	SM
48	E	1982		Brkt,Radiator Mounting LT	25831015 GM Part	\$7.21		INC	SM
49	N	987		A/C Evac Rechrq & Rcvr	ADDITIONAL OPERATION			1.8	ME
50	EC	731		Condenser,A/C >> KEYSTONE	** NON-OEM PART	\$67.48*		INC	SM*

Front Body And Windshield

51	EU	83	46	Panel,Hood	RECYCLED PART	\$575.00*	+25.00	1.0	SM
52	L	83		Panel,Hood	Refinish 2.8 Surface 1.1 Edge 1.4 Three-stage			5.3	RF
53	E	96		Mldg,Hood Front	22774203 GM Part	\$152.26		INC	SM
54	E	1158		Nozzle,W/S Washer LT	25823361 GM Part	\$14.83		INC	SM
55	E	1159		Nozzle,W/S Washer RT	25823361 GM Part	\$14.83		INC	SM
56	E	88		Latch,Hood Panel	22788642 GM Part	\$65.81		INC	SM

57	E	204		Bracket,Hood Catch	22826611 GM Part	\$98.02		INC	SM
58	E	84		Hinge,Hood Panel LT	15884430 GM Part	\$115.34	S1	0.2	SM
59	L	84		Hinge,Hood Panel LT	Refinish		S1	0.4	RF
				0.3 Surface					
				0.1 Three-stage					
60	E	85		Hinge,Hood Panel RT	15884431 GM Part	\$115.34	S1	0.2	SM
61	L	85		Hinge,Hood Panel RT	Refinish		S1	0.4	RF
				0.3 Surface					
				0.1 Three-stage					
62	E	86		Pad,Insulator Hood	23188354 GM Part	\$115.85		0.3	SM
63	E	103	46	Fender,Front LT	22860722 GM Part	\$351.73		0.7	SM
				>> SALVAGE NOT COST EFFICTIVE/CLEVELAND AUTO					
64	L	103		Fender,Front LT	Refinish			3.5	RF
				2.1 Surface					
				0.5 Edge					
				0.9 Three-stage					
65	BR	104		Fender,Front RT	Blend Refinish			1.4	RF
				0.7 Blend					
				0.7 Three-stage					
66	RI	69		Mldg,Fender Upper R/R	R & I Assembly			INC	SM
67	E	1004		Brkt,Front Fender LT	20882124 GM Part	\$5.88		INC	SM

Front Body Interior Sheetmetal

68	I	180	07	Panel,Inner Fender LT	Repair		S1	1.5*	SM
69	L	180		Panel,Inner Fender LT	Refinish		S1	0.3	RF
				0.2 Surface					
				0.1 Three-stage					
70	E	1136	07	Brace,Side Rail LT	15869817 GM Part	\$42.53		0.7	SM
71	L	1136		Brace,Side Rail LT	Refinish			0.4	RF
				0.3 Surface					
				0.1 Three-stage					
72	UE	125		Skirt,Inner Fender LT	Replace OE Surplus	\$97.47*		INC	SM
				>> 22868772					

Wheels

73	PC	782		Wheel,Front LT	RECOND PART	\$189.00		0.0*	SM
				>> LF/RV1 - KEYSTONE					
74	E	1844	01	Valve Stem LT	15263240 GM Part	\$10.37			SM
				>> LF					

Front Suspension

75	RI	657		Hub,Front Wheel LT	R & I Assembly			0.9	ME
76	RI	678		Disc,Front Brake LT	R & I Assembly			0.1	ME
77	RI	1850		Plate,Front Backing LT	R & I Assembly			0.2	ME
78	RI	1740		Caliper,Brake Disc LT	R & I Assembly			0.1	ME
79	RI	653		Arm,Lower Control L/F	R & I Assembly			0.4	ME
80	UM	659		Absorber,Strut L/F	REMAN/REBUILT PART			0.7	ME
81	E	1304		Hose,Front Brake LT	20842850 GM Part	\$43.88		0.2	SM*
82	RI	1668		Spring,Front Coil LT	R & I Assembly			INC	ME
83	EU	714	46	Shaft Assembly,Axle L/F	RECYCLED PART	\$100.00*	+25.00	INC	ME
				>> SHAWN@CLEVELAND AUTO					

Front Doors

84	UE	207		Door Shell,Front LT	Replace OE Surplus	\$1,072.45*		6.2	SM
				>> 22768452/SALVAGE NOT COST EFFICTIVE					
85	L	207		Door Shell,Front LT	Refinish			4.4	RF
				2.2 Surface					
				1.0 Edge					
				1.2 Three-stage					
86	RI	244		Mldg,Front Door Belt L/R	R & I Assembly			INC	SM
87	E	123		Applique,Frt Door Fram LT	20932871 GM Part	\$69.31		INC	SM
88	RI	1334		Mldg,Front Door Upper L/F	R & I Assembly			INC	SM
89	RI	529		Housing,Mirror Outer LT	R & I Assembly			INC	SM

90	RI	490	Handle,Front Door Otr LT	R & I Assembly			INC	SM	
Rear Doors									
91	UE	287	Door Shell,Rear LT	Replace OE Surplus	\$1,261.72*		5.8	SM	
			>> 23274199/SALVAGE NOT	COST EFFICTIVE					
92	L	287	Door Shell,Rear LT	Refinish			4.1	RF	
				2.0 Surface					
				1.0 Edge					
				1.1 Three-stage					
93	RI	1336	Mldg,Rear Door Upper L/F	R & I Assembly			INC	SM	
94	RI	415	Mldg,Rear Door Belt L/F	R & I Assembly			INC	SM	
95	E	285	Applique Assy,Rear Dr LT	20932873 GM Part	\$63.40		INC	SM	
96	E	576	Applique Assy,Rear Dr LT	20932875 GM Part	\$80.33		INC	SM	
97	I	1138	Cover,RR Door Handle LT	Repair			0.5*	SM	
98	L	1138	Cover,RR Door Handle LT	Refinish			0.4	RF	
				0.3 Surface					
				0.1 Three-stage					
99	RI	295	Glass,Rear Door T LT	R & I Assembly			INC	SM	
100	RI	297	Reg,Rear Door Glass LT	R & I Assembly			INC	SM	
101	RI	305	Handle,RR Door Outer LT	R & I Assembly			INC	SM	
Quarter And Rocker Panel									
102	BR	196	Panel,Bodyside Otr Upr LT	Blend Refinish			0.9	RF	
				0.4 Blend					
				0.5 Three-stage					
103	BR	199	10 Panel,Rocker LT	Blend Refinish			0.4*	RF	
				0.2 Three-stage					
104	I	389	Panel,Quarter LT	Repair			12.0*	SM	
105	L	389	Panel,Quarter LT	Refinish			3.1	RF	
				2.3 Surface					
				0.8 Three-stage					
106	L	407	Pillar,Body Lock LT	Refinish			1.4	RF	
				1.0 Surface					
				0.4 Three-stage					
107	SB	374	Glass,Quarter Tinted LT	Sublet Repair	\$70.00*	+25.00		SM	
			>> LAKESHORE AUTO GLASS						
108	SB	445	Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*			SM	
Rear Bumper									
109	N	572	Rear Bumper Cover R&I	ADDITIONAL OPERATION			1.5*	SM	
			>> LOWER						
Rear Body, Lamps And Floor Pan									
110	RI	533	Taillamp Assembly LT	R & I Assembly			INC	SM	
Section Replacement & Refinish									
111	EU	697	Susp Assembly,Front LT	RECYCLED PART	\$375.00*	+25.00	0.0*	ME	
			>> CLEVELAND AUTO/SHAWN						
Manual Entries									
112	N	M03	Flex Additive	ADDITIONAL OPERATION	\$5.00*			RF	
113	L	M14	Corrosion Protection	Refinish	\$6.00*		0.1*	SM	
114	L	M17	Cover Car Exterior	Refinish	\$5.00*			SM	
115	I	M18	Set-Up And Measure	Repair			1.5*	SM	
116	I	M19	Realign Control Points	Repair			3.0*	FR	
117	EC	M20	Anti-Freeze-Coolant	** NON-OEM PART	\$31.80*			SM	
			>> 12346290/2 @ \$15.90 EACH						
118	SB	M23	Tire-Left Front,Balance	Sublet Repair	\$15.00*			SM	
119	SB	M60	Hazardous Waste Removal	Sublet Repair	\$3.00*			SM	
120	SB		ADJUST THRUST ANGLE	Sublet Repair	\$69.95*			SM*	
121	I		WIRE REPAIR	Repair			S1	0.5*	
								SM*	
121 Items									

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
14	INCLUDES 1.0 HOURS FIRST PANEL THREE-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		\$1,514.45	
OE Surplus Parts		\$6,161.63	
Other Parts		\$2,559.07	
Paint & Materials	37.4 Hours @ \$36.00	\$1,346.40	
Line Item Markup		\$422.50	
Parts & Material Total			\$12,004.05
Tax on Parts & Material	@ 5.000%		\$600.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	36.6	18.9	55.5	\$3,108.00
Mech/Elec (ME)	\$105.00	2.4	1.8	4.2	\$441.00
Frame (FR)	\$60.00		3.0	3.0	\$180.00
Refinish (RF)	\$56.00	37.4		37.4	\$2,094.40

Labor Total		100.1 Hours	\$5,823.40
Tax on Labor	@ 5.000%		\$291.17
Sublet Repairs			\$190.45
Tax on Sublet	@ 5.000%		\$9.52
Towing			\$375.00
Tax On Towing	@ 5.000%		\$18.75
Storage			\$160.00
Tax On Storage	@ 5.000%		\$8.00
Gross Total			\$19,480.54
Less: Deductible			\$500.00-
Net Total			\$18,980.54
Less: Previous Net Total			\$18,980.54-
Net Supplement Total (Final Bill)			\$0.00



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 and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00 CUM 06/02/00/04/01 Zip Code: 53081 Geo 53081
 OEM Part Prices DT 02/27/2017 04:16 PM EstimateID 243839040128868352 QuoteID 15102431
 Rate Name Default

Audatex Estimating 8.0.035 S2 02/27/2017 04:16 PM REL 8.0.035 DT 02/01/2017 DB 02/15/2017

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10.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S THREE-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	E = New Part	NG = Replace NAGS
EC = ** NON-OEM PART	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = ** NON-OEM PART	EU = RECYCLED PART
TE = Partial Replace Price	PM = REMAN/REBUILT PART	UM = REMAN/REBUILT PART
L = Refinish	PC = RECOND PART	UC = RECOND PART
TT = Two-Tone	SB = Sublet Repair	N = ADDITIONAL OPERATION
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
RP = RP-RELATED PRIOR		

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NON-ORIGINAL EQUIPMENT REPLACEMENT PARTS INFORMATION

Whenever ** appears next to the description of a part which is to be replaced, this means:

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.

QUALITY REPLACEMENT PARTS REPORT

Vehicle

2015 Cadillac SRX Luxury Collect. 4 DR Wagon
 6 Cyl Gasoline 3.6 DI
 6-Speed Automatic

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 Dimming Ext Mirrors
Auto Headlamp Control	Automatic Dimming Mirror	Automatic High Beam
Auxiliary Audio Input	Bose Sound System	Bucket Seats
Cargo Organizer	Center Console	Chrome Grille
Cross Traffic Alert	Cruise Control	Daytime Running Lights
Driver Information Sys	Driver Seat Memory	Dual Airbags
Dual Power Seats	Dual Pwr Lumbar Supports	Dual Zone Auto A/C
Elect. Stability Control	Floor Mats	Fwd. Collision Alert
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated Steering Wheel
High Definition Radio	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
LED Brakelights	Lane Departure Alert	Leather Seats
Leather/Wood Steer Wheel	Lighted Entry System	Limited Slip Differential
MP3 Decoder	Memory Pedals	Mirror(s) Memory
Navigation System	OnStar System	Overhead Console
Parking Assist System	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Liftgate	Power Steering
Power Windows	Pwr Folding Ext Mirrors	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Safety Alert Seat(s)
Side Airbags	Side Blind Zone Warning	SiriusXM Satellite Radio
Special Factory Paint	Split Folding Rear Seat	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Touch Screen Display	Traction Control System	USB Audio Input(s)
UltraView Double Sunroof	Wireless Audio Streaming	Wireless Phone Connect
Wood Interior Trim		

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC
4	Cvr,Front Bumper Up	GM1000969R	22762887	>	1	R 3
		GM1000969R	22762887	>	3	R 3
		GM1000969R	22762887	>	4	R 3
		GM1000969R	22762887	>	5	R 3
73	Wheel,Front LT	ALY04664U10	9597417	>	1	R 3
		ALY04664U10	9597417	>	2	R 3
		ALY04664U10	9597417	>	5	R 3
		ALY04664U10	9597417	>	6	R 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	PXN1795	KEYSTONE AMPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
2	PXN4130	KEYSTONE HMPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
3	PXN4143	KEYSTONE USAA RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
4	PXN4178	KEYSTONE FPPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
5	PXN4227	KEYSTONE SARP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
6	PXN6817	KEYSTONE AUTO 8820 NORTH MAISLIN DRIVE TAMPA, FL 33637	(800)999-8987 (813)980-6166

Audatex Estimating 8.0.035 S2 02/27/2017 04:16 PM REL 8.0.035 DT 02/01/2017 DB 02/15/2017
Zip Code: 53081 Search Area: Geo 53081

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*** SUPPLEMENT RECONCILIATION ***

Supplement S2

Claim # : 49-0480-5S301
File # :
Insured: ANGELA ALLENSWORTH
Owner Name: ANGELA ALLENSWORTH
Appraiser Name: PATRICK KARBE
Vehicle: 2015 Cadillac SRX Luxury Collect. 4 DR Wagon

Insured Policy # :
Claim Rep: Express Team E
Inspection Date/Time: 12/29/2016 02:47 PM

Actual Supplement 2 Net Total

\$0.00+

Summary

	Net Total	Date	Time	Appraiser
Supplement 1	\$18,980.54	01/13/2017	08:46 AM	PATRICK KARBE
Supplement 2	\$18,980.54	02/27/2017	04:15 PM	PATRICK KARBE

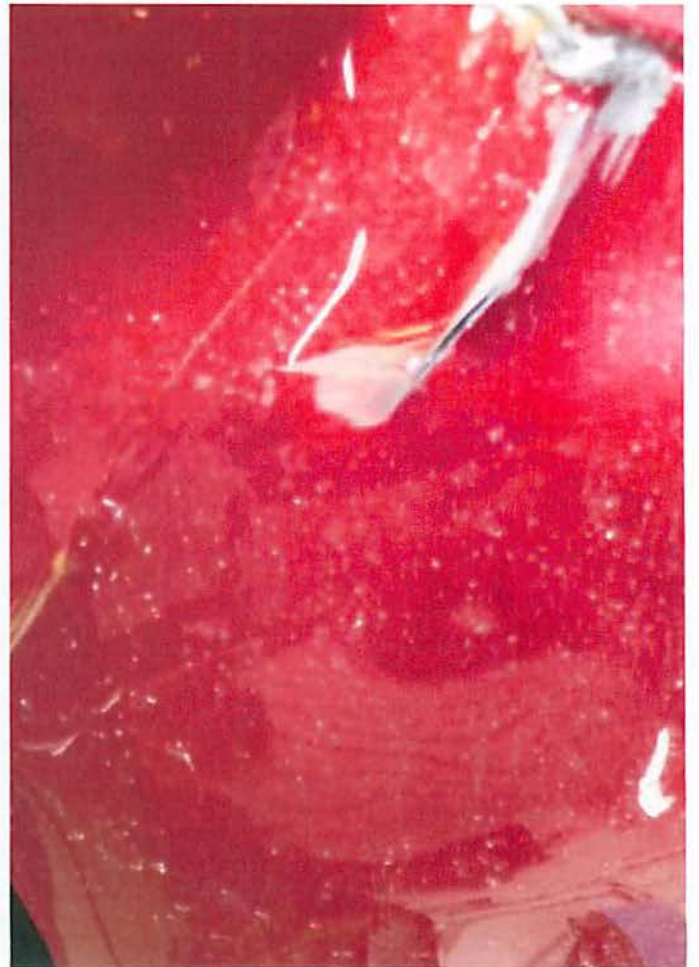
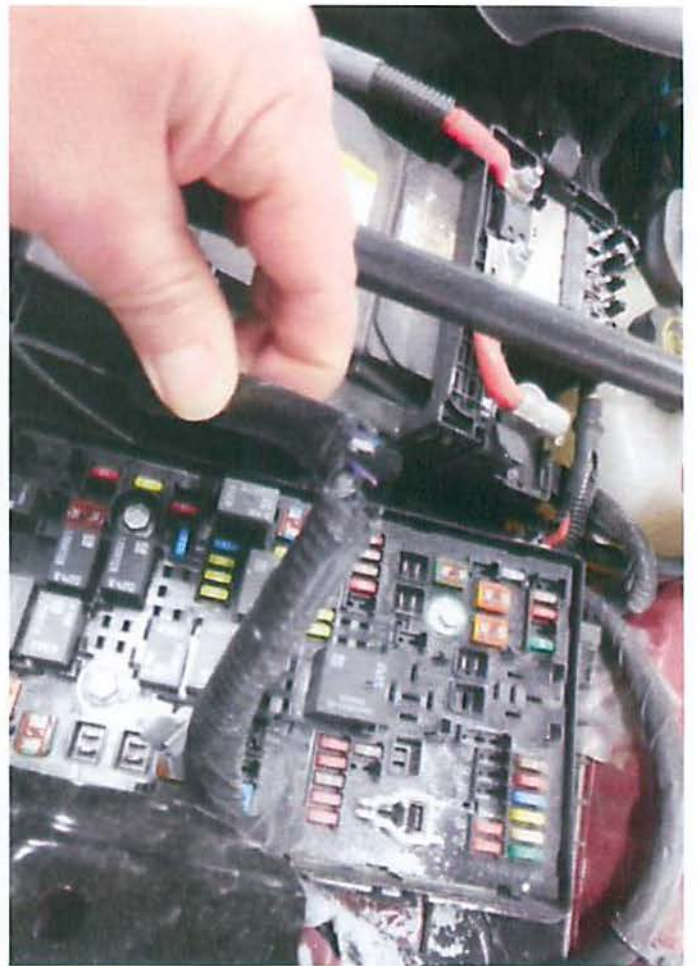


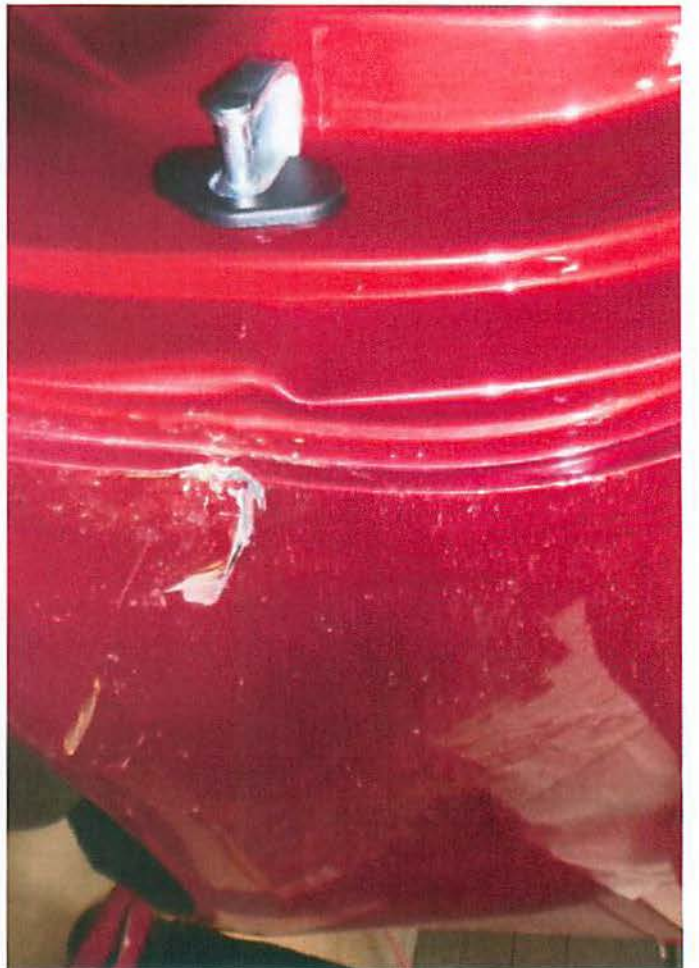
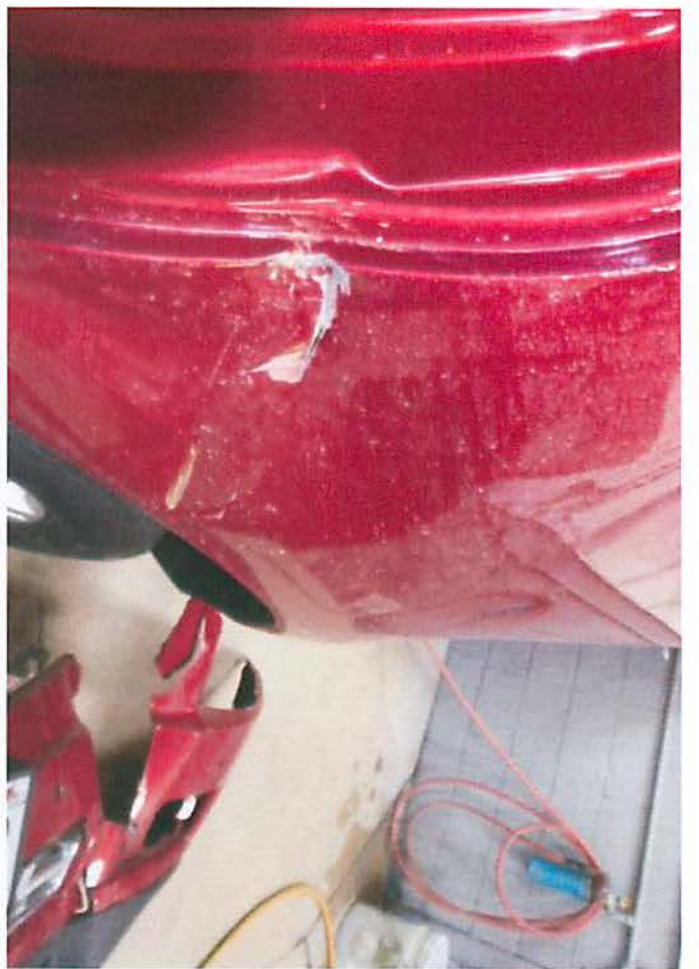
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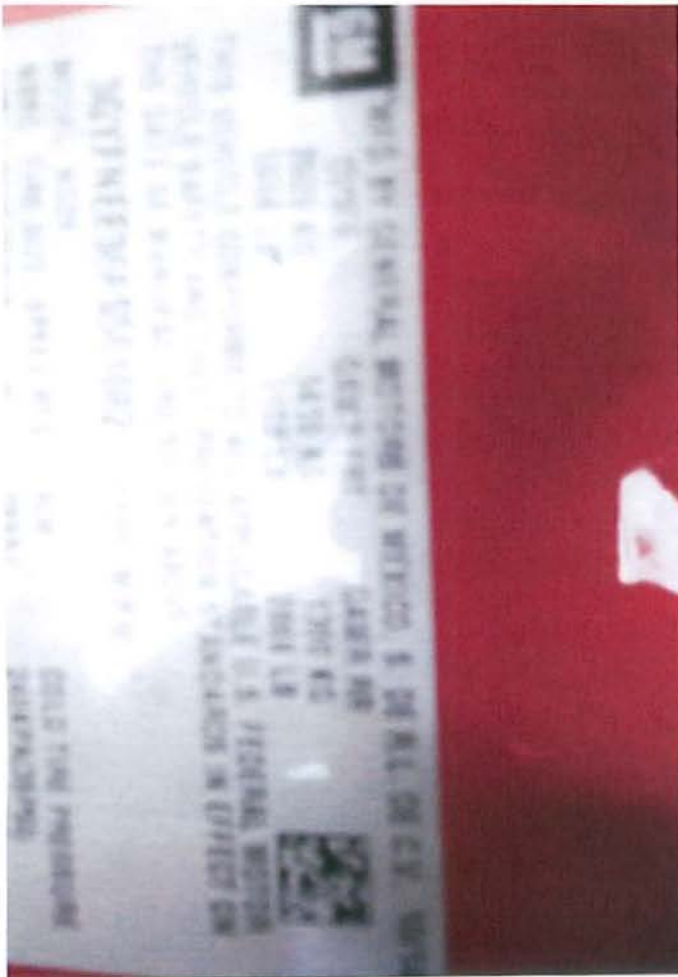
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TOWING REPORT

Vehicle Make: Subaru Model: Outback Year: 2018

Vehicle Color: Black License Plate: 123456

Location: 123 Main St, Anytown, USA

Date of Incident: 10/25/2023 Time of Incident: 10:30 AM

Driver Name: John Doe Driver License: 123456789

Witness Name: Jane Smith Witness License: 987654321

Police Officer: Officer J. Brown Police Number: 12345678

Insurance Company: ABC Insurance Policy Number: 1234567890

Damage Description: Front end collision with a tree. Driver's side air bag deployed. Vehicle is inoperable.

Officer Signature: _____ Date: _____

Driver Signature: _____ Date: _____

Witness Signature: _____ Date: _____

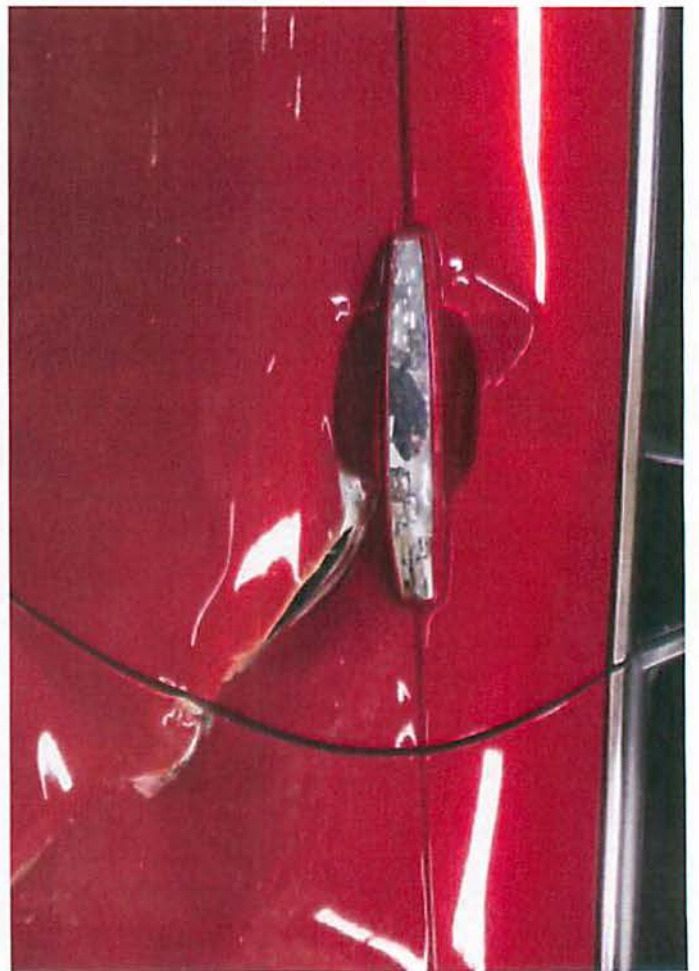
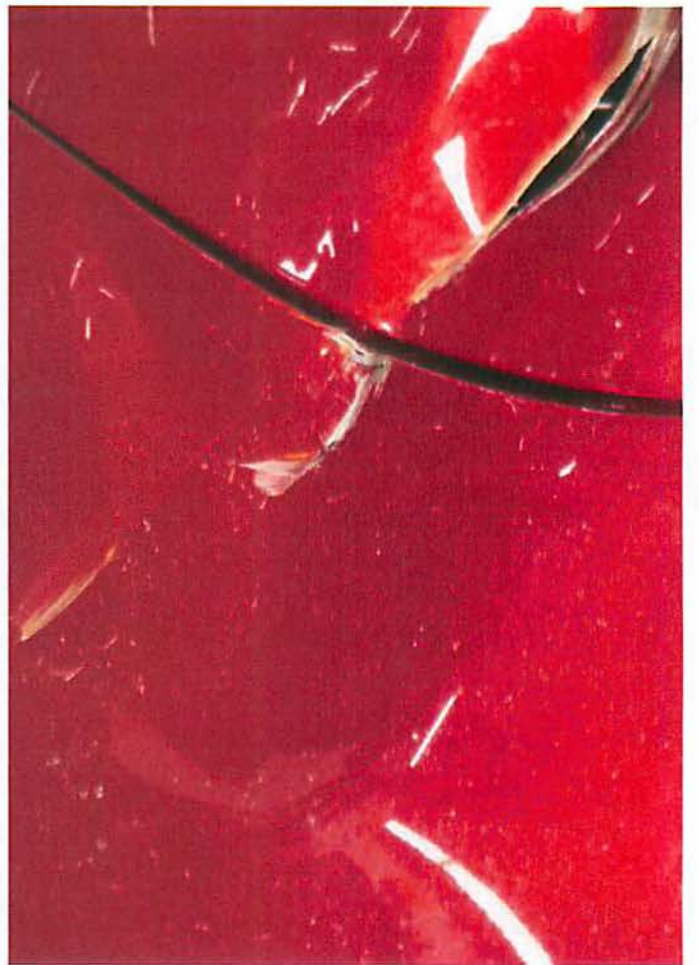


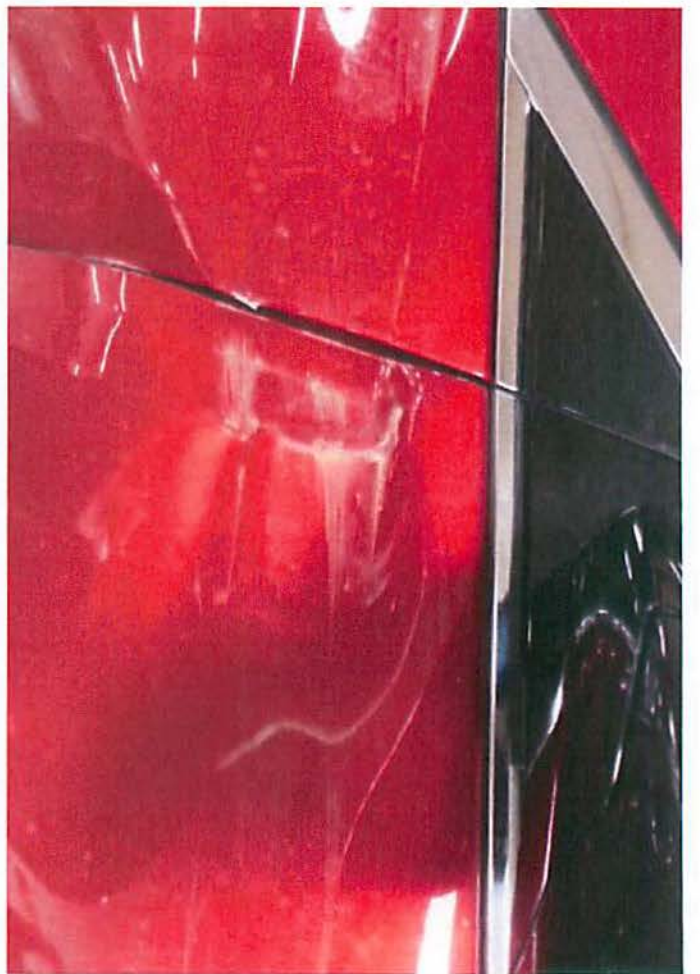
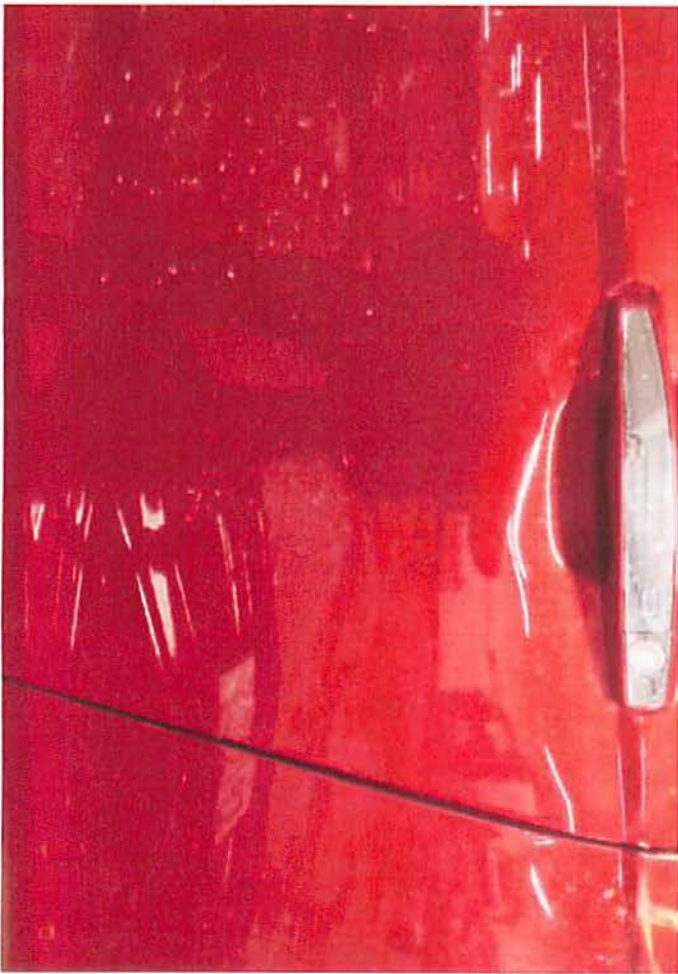


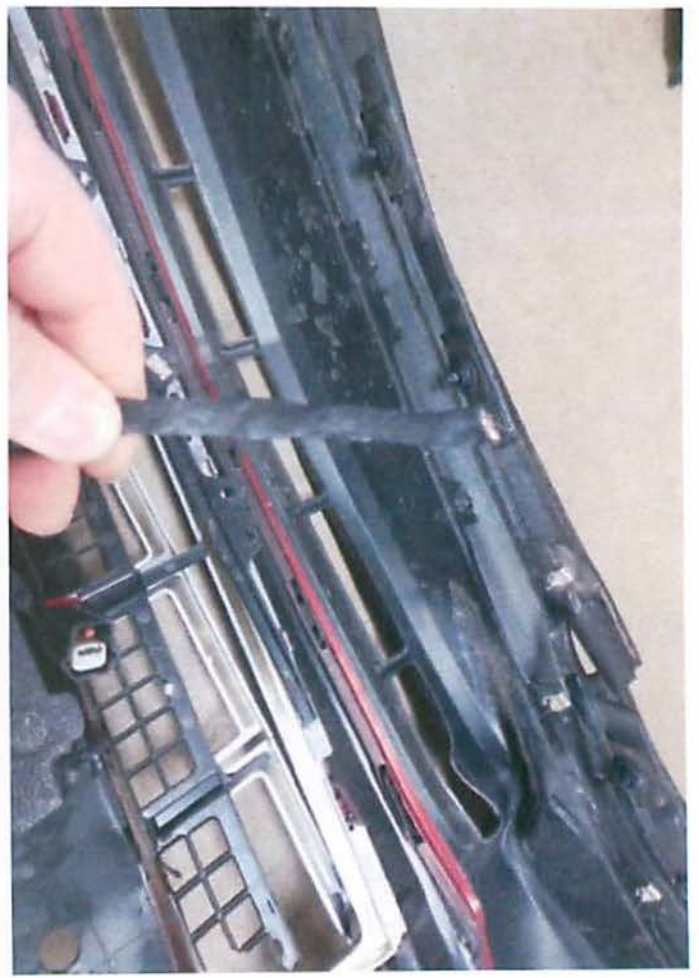
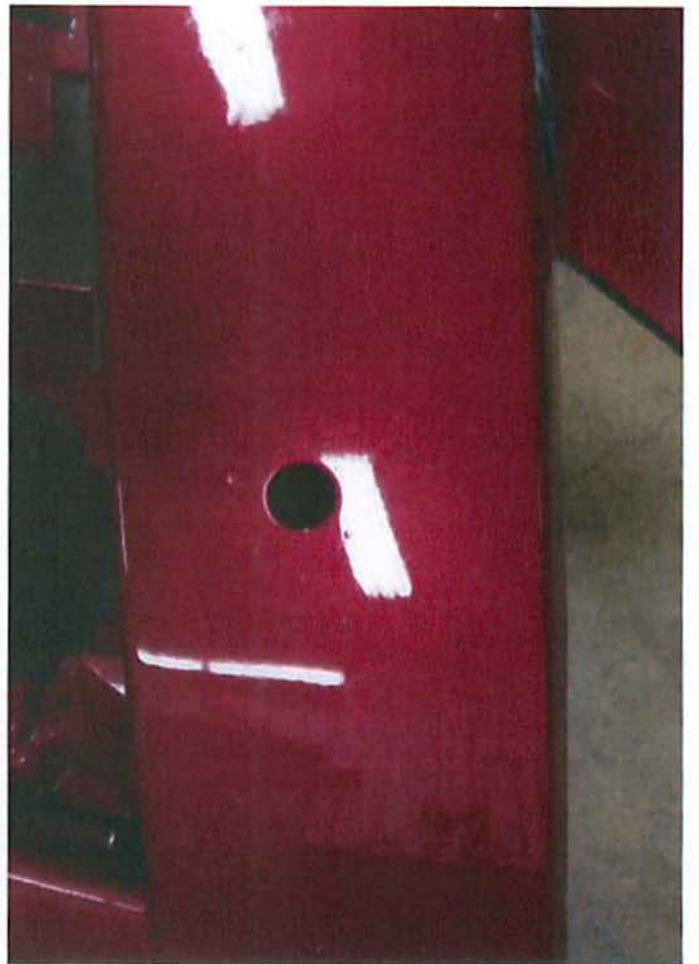






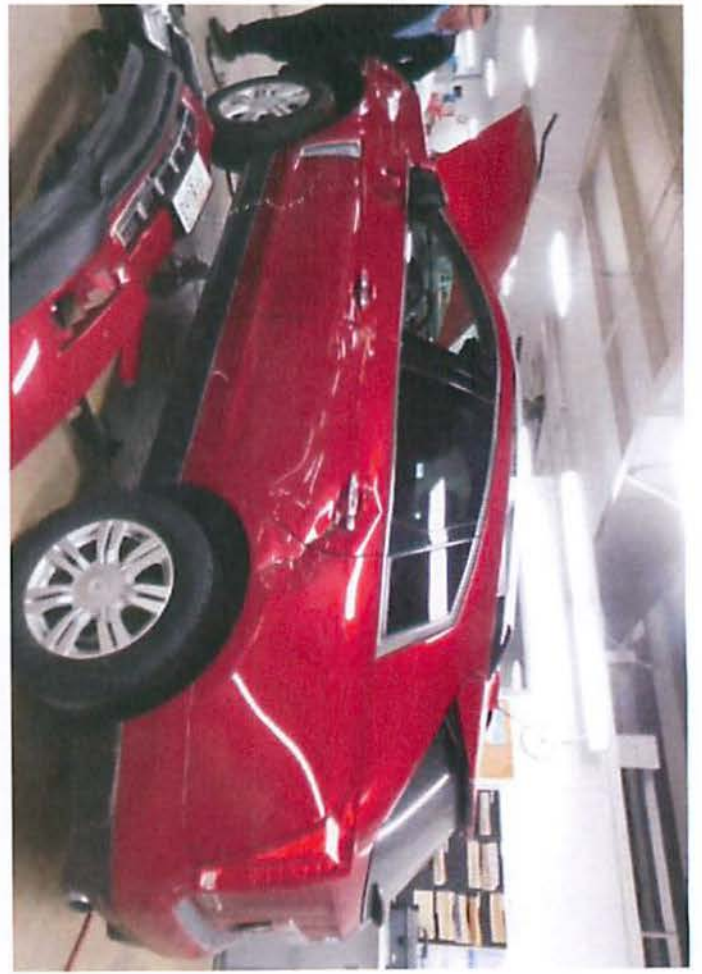


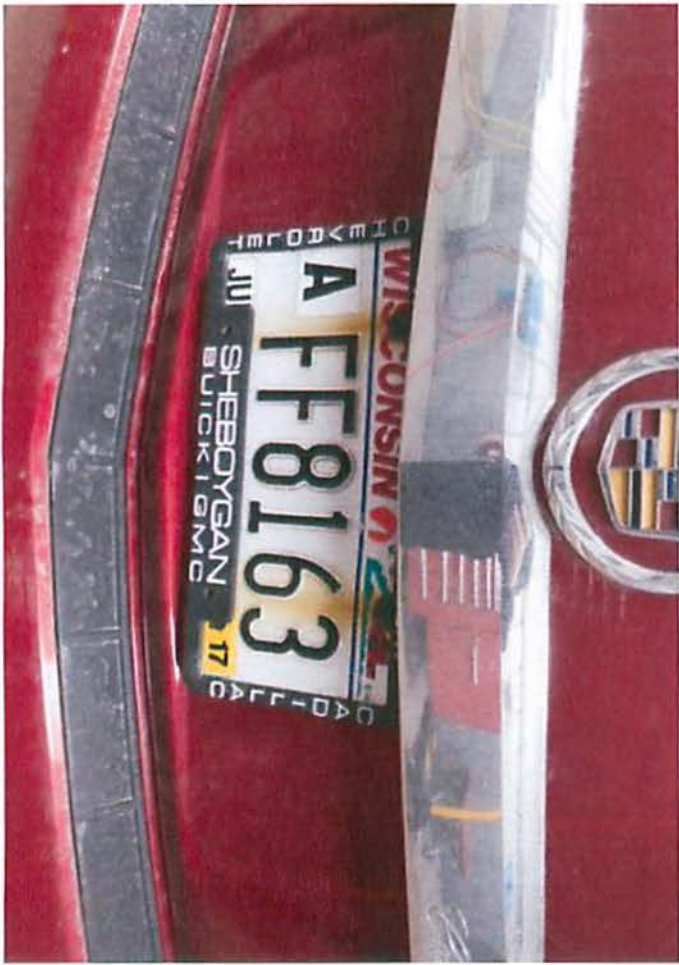












623153832

Wisconsin Motor Vehicle Accident Report MV4000a 01/2005
 PK2012 **POX6PMS**

POLICE # C16-24364

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POX6PMS		Document Override Number	
Agency Accident Number				Police Number C16-24364					
4 - Accident Date 12/23/2016		5 - Time of Accident (Military Time) 1951		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, City				11 - Accident Location Intersection			
14 - On Hwy No.		14 - On Street Name TAYLOR DR			14 - Bus/Front/Ramp		15 - Est. Distance		15 - Hwy. Dir
16 - Frontal Hwy No.		16 - Frontal Street Name CROSSOVER STH 28			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.717546006136			13 - Longitude -87.76786301249		
80 - First Harmful Event Motor Vehicle In Transport				83 - Manner of Collision Angle					
112 - Access Control Full Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Snow			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials		<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged			
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel EAST		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
28 - Driver's License Number W4456628310609		30 - State WI	31 - Expiration Year 2022	34 - On Duty Accident Winter-Hwy-Maintenance			
25 - Operator/Pedestrian Last Name WILHELM			25 - First Name MARK		25 - Middle Initial L	25 - Suffix	
32 - Date Of Birth 03/26/1983		33 - Sex Male					
26 - Address Street & Number 847 DREIFUERST RD						26 - PO Box	
27 - City PLYMOUTH		27 - State WI	27 - Zip Code 53073		28 - Telephone Number		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used			
38 - Injury Severity N - No Apparent Injury		41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated Not-Trapped		82 - Pedestrian Location		82 - Pedestrian Action			
119 - What Driver Was Doing RIGHT TURN			120 - Traffic Control Traffic-Signal-Operating			62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.			
122 - Driver Factors Improper-Turn							
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Unknown				
90 - Alcohol Test Test Not Given		90 - Alcohol Content			91 - Drug Test Test Not Given		
91 - Drugs Reported							

OPERATOR/PEDESTRIAN 01

623153832

Wisconsin Motor Vehicle P0X6PMS
Accident Report MV4000e 01/2005
 PK2012

124 - Highway Factors Not-Applicable

Vehicle

VEHICLE 01	21 - Unit Type Truck		Vehicle Type Snow-Plow			22 - Total Occupants 1	
	56 - License Plate Number 94487		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1FVHG3DV3GHHC8324	
	60 - Year 2016	61 - Make FRHT	62 - Model 114SD	53 - Body Style ST - STAKE TRUCK		54 - Color BLU	100 - Skidmarks to Impact (Ft)
	84 - Vehicle Damage None						
	95 - Extent Of Damage None		<input type="checkbox"/> 88 Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors Not-Applicable						

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company CITY OF SHEBOYGAN				

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

02	Unit Status		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel NORTH	24 - Speed Limit 26	
	36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle		
	29 - Driver's License Number A4621796927100		30 - State WI	31 - Expiration Year 2019	34 - On Duty Accident		
	25 - Operator/Pedestrian Last Name ALLENSWORTH			25 - First Name DANIEL		25 - Middle Initial W	25 - Suffix
	32 - Date Of Birth 07/31/1989		33 - Sex Male				
	26 - Address Street & Number 4822 FERDALE CT				26 - PO Box		
	27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081	28 - Telephone Number (920) 206-6356 ExL		

623153832

Wisconsin Motor Vehicle POX6PMS
Accident Report MV4000s 01/2005
 PK2012

Page 3 of 6

OPERATOR/PEDESTRIAN	39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)			40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used		
	38 - Injury Severity N - No Apparent Injury		41 - Airbag Deployed		42 - Ejected Not-Ejected	
					44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing GOING STRAIGHT			120 - Traffic Control Traffic-Signal-Operating		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors Speed-Too-Fast-for-Conditions					
	88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Unknown		
	90 - Alcohol Test Test Not Given		90 - Alcohol Content		91 - Drug Test Test Not Given	
	91 - Drugs Reported					
124 - Highway Factors Snow, Ice, or Wet						

Vehicle

VEHICLE 02	21 - Unit Type Automobile			Vehicle Type Passenger-Car			22 - Total Occupants 2		
	56 - License Plate Number FF8163		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 3GYFNEE38FS661682			
	50 - Year 2016	51 - Make CAD	52 - Model SRX LUXURY		53 - Body Style LL - CARRYALL	54 - Color RED	100 - Skidmarks to Impact (FI)		
	94 - Vehicle Damage Front								
	95 - Extent Of Damage Very-Severe		<input checked="" type="checkbox"/> Vehicle Towed Due To Damage				97 - Vehicle Removed By		
	123 - Vehicle Factors Not-Applicable								

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name ALLENSWORTH			46 - First Name DANIEL		46 - Middle Initial W
		46 - Suffix	Date Of Birth 07/31/1969			
	46 - Company Name					
	47 - Address Street & Number 4822 FERNDAL CT				47 - PO Box	
48 - City SHEBOYGAN			48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 208-6366 Ext.	

Insurance

02	63 - Liability Insurance Company STATE-FARM			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name ALLENSWORTH			61 - Policy Holder First Name DANIEL		
	61 - Policy Holder Company					

623153832

Wisconsin Motor Vehicle **POX6PMS**
Accident Report MV4000e 01/2005
 PK2012

INS	
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School Bus

BUS 02	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Occupant

<input type="checkbox"/> Address Same As Operator					
OCCUPANT 01	65 - Unit No 02	66 - Occupant Last Name ALLENSWORTH	66 - First Name NICHOLAS	66 - Middle Initial WADE	66 - Suffix
	68 - Address Street & Number 4822 FERDALE CT		68 - PO Box		
	68 - City SHEBOYGAN		68 - State WI	68 - Zip Code 53081	
	67 - Date of Birth 02/11/1999		69 - Sex M		
	71 - Seat Position Front-Seat-Right-Side-(Train Engineer)		72 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used		
	70 - Injury Severity N - No Apparent Injury		73 - Airbag Deployed	75 - Ejected Not-Ejected	77 <input type="checkbox"/> Medical Transport
	76 - Trapped/Extricated Not-Trapped		78 - Agency Space		

Trailer

TRL 01	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

623153832

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005
 PK2012 **POX6PMS**

Diagram and Narrative

105 - Photos By

DIAGRAM AND NARRATIVE

UNIT 1
 UNIT 2
 TAYLOR DR
 STH 28

UNIT 1 WAS NORTHBOUND IN THE LEFT TURN LANE ON TAYLOR DR APPROACHING WASHINGTON AVE. UNIT 1 MADE A RIGHT HAND TURN TO TRAVEL EASTBOUND ON WASHINGTON AVE. UNIT 1 OPERATOR STATED HE TURNED HIS RIGHT TURN SIGNAL ON. UNIT 1 OPERATOR SAID HE DID NOT SEE UNIT 2 WHILE MAKING THE TURN.

UNIT 2 WAS TRAVELING NORTHBOUND ON TAYLOR DRIVE IN THE OUTSIDE LANE APPROACHING STH 28. UNIT 2 OPERATOR SAID HE SAW UNIT 1 TURNING IN FRONT OF HIM. UNIT 2 SAID HE BEEPED THE HORN AND DROVE INTO THE SNOW BANK TO TRY AND AVOID UNIT 1. UNIT 2 OPERATOR SAID DUE TO THE SNOWY CONDITIONS AND HIS TRAVEL SPEED HE WAS NOT ABLE TO STOP BEFORE STRIKING UNIT 1.

Officer Information

OFFICER INFORMATION	125 - Officer Last Name RAKOW	125 - First Name MATTHEW	125 - Middle Initial	131 - Officer ID C440M
	126 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	128 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 Ext.
	132 - Date Notified 12/23/2016	133 - Time Notified (Military Time) 1954	134 - Time Arrived (Military Time) 1954	135 - Date Of Report 12/31/2016
		C16-24364	19 - Special Study	
	18 - Agency Space SQUAD 14			

Truck and Bus

136 A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/GCWR	136 Any vehicle displaying a hazardous materials placard <input type="checkbox"/>
136	

623153832

Wisconsin Motor Vehicle POX6PMS
 Accident Report MV40000 01/2005
 PK2012

TRUCK/BUS 01	<input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver					
	135 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport		136 One or more vehicles towed from the scene due to disabling damage <input checked="" type="checkbox"/>	
	Unit Number 01					
	137 - Hazardous Materials Class Numbers					
	137 - Hazardous Materials "UN" Nos.		HazMat Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>	
	137 - Name Of Hazardous Materials In this Load NO			137 - Name Of Hazardous Materials Released NO		
	138 Interstate Carrier <input type="checkbox"/>		140 - US DOT No.	140 - ICC MC No.	LC No.	141 - Source Driver
	139 - Carrier Name CITY OF SHEBOYGAN					
	142 - Carrier Address 828 CENTER AVE # 205			City SHEBOYGAN		State WI
	142 - Zip Code 53081	143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration Single-Unit-Vehicle		147 - Cargo Body Type Dump
146 - First Event Collision-Involving-Motor-Vehicle-In-Transport			146 - Second Event			
146 - Third Event			146 - Fourth Event			

VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. C. No. 420-16-17 by Finance to whom was referred R. O. No. 239-16-17 by the City Clerk submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them; 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

VI

5.11

R. C. No. 420- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 239-16-17 by City Clerk submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them; recommends referring to Finance of the new council.

*Finance of
new Council
File*

[Handwritten signature]

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.6

R. O. No. 239 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them.

Finance

City Clerk

2.41



2.42

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 33-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 28 '17 PM 3:43

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: James Noel
2. Home address of Claimant: 2314 W Mark Dr
3. Home phone number: 920 459 8003
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-25-17

6. Where did damage or injury occur? (give full description) On Street Mail boxes in front of property 2314 W Mark Dr

7. How did damage or injury occur? (give full description) Snow City Snow Plow hit the 4 mailboxes attached to single Pole with arm holding the mailboxes

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: NA

(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: NA

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

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").

2 mailboxes were damaged and Support Arm broken

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

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

Auto: \$ _____

Property: \$ 48.48

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 48.48

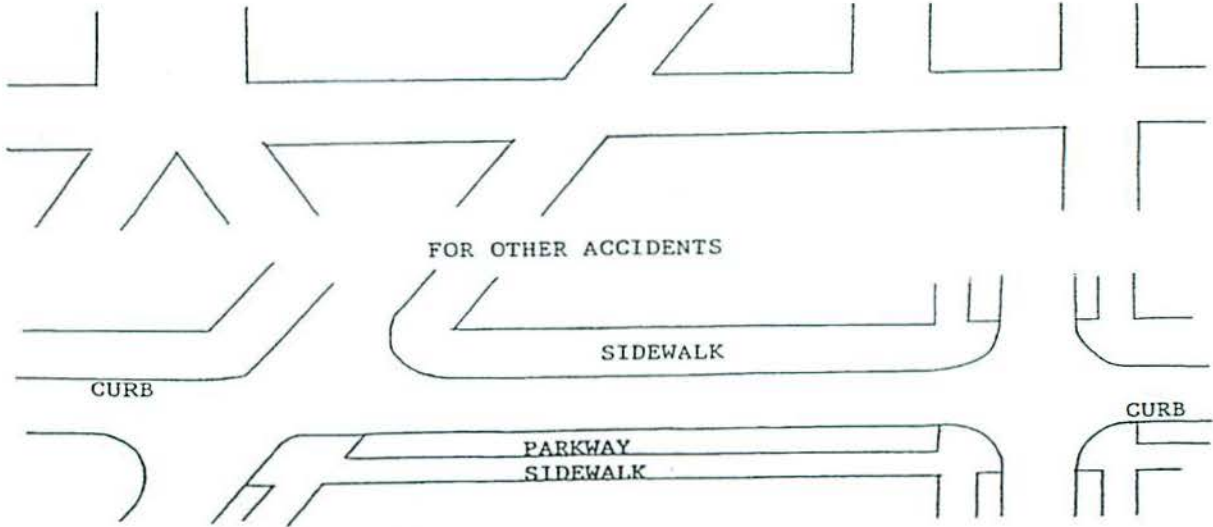
Damaged vehicle (if applicable)

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 James J. Noel DATE 2-28-17

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 3316

CLAIM

Claimant's Name:	<u>James Noel</u>	Auto	\$ <u> </u>
Claimant's Address:	<u>2314 W Mark Dr</u>	Property	\$ <u>48.48</u>
	<u>Sheboygan WI 53083</u>	Personal Injury	\$ <u> </u>
Claimant's Phone No.	<u>920 459 8003</u>	Other (Specify below)	\$ <u> </u>
		TOTAL	\$ <u>48.48</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 \$ 48.48.

SIGNED James J Noel DATE: 2-28-17

ADDRESS: 2314 West Mark Dr Sheboygan WI 53083

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

2313 W Mark



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 05/26/17

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



Sale Transaction

ELITE POST MOUNT STANDAR	
2156925	14.49
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD #3	
2153984	2 @ 0.29
1-1/2" GOLD #2	0.58
2153971	0.29
1-1/2" GOLD LETTER "H"	
2154129	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
1-1/2" GOLD LETTER "R"	
2154226	0.29
1-1/2" GOLD LETTER "A"	
2154051	0.29
1-1/2" GOLD LETTER "T"	
2154242	0.29
1-1/2" GOLD LETTER "Y"	
2154297	0.29
TOTAL	17.39
TAX SHEBOYGAN-WI 5.5%	0.96
TOTAL SALE	18.35
Visa Credit 9956	18.35
Auth Code:115292	
Chg. Accepted	

2314 W Mark



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 05/26/17

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



Sale Transaction

1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "N"	
2154187	0.29
1-1/2" GOLD #4	
2153997	0.29
1-1/2" GOLD #3	
2153984	0.29
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD LETTER "O"	
2154190	0.29
1-1/2" GOLD LETTER "L"	
2154161	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
ELITE POST MOUNT STANDAR	
2156922	14.49
TOTAL	16.81
TAX SHEBOYGAN-WI 5.5%	0.92
TOTAL SALE	17.73
CASH	20.00
CHANGE	2.27-

2307 W Mark



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 05/26/17

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



Sale Transaction

10X2-1/2" GRK R4 80PK	
2300225	8.66
2X8-3' SPF	
1021867	3.09
TOTAL	11.75
TAX SHEBOYGAN-WI 5.5%	0.65
TOTAL SALE	12.40
CASH	20.00
CHANGE	7.60-
TOTAL NUMBER OF ITEMS =	2

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
6717

Now Hiring

VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. C. No. 423-16-17 by Finance and R. O. No. 280-16-17 by the City Clerk submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road; recommends that the documents be placed on 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

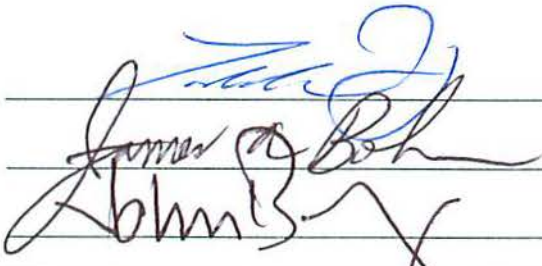
VI

5.14

R. C. No. 423- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 280-16-17 by City Clerk submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road; recommends referring to Finance of the new council.

*Finance of
the new Council
File*



_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.2

R. O. No. 280 - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road.

City Clerk

Finance

DATE RECEIVED 3-30-17

RECEIVED BY MD

CLAIM NO. 3416

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

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: Thana Frank
- 2. Home address of Claimant: 1730 N. 38th Street Sheboygan WI 53081
- 3. Home phone number: 920-207-0685
- 4. Business address and phone number of Claimant: Aurora Sheboygan Clinic
2414 Kohler Memorial Dr. Sheboygan WI 53081 920-457-4461 ext:1826
- 5. When did damage or injury occur? (date, time of day) Wednesday, March 1, 2017, morning
- 6. Where did damage or injury occur? (give full description) Shoreline Metro
slid off into our ditch, and caused significant ruts in
our grass and ditch. Deep, long ruts. Torn up our grass.
- 7. How did damage or injury occur? (give full description) Shoreline Metro
bus slid off the road, causing damage to our ditch.
Pulling out the bus via tow truck caused more
significant ruts. Torn up our grass.
- 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
n/A
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
n/A
 - (b) Claimant's statement of basis for such liability: n/A
n/A

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").

Property damage to our ditch, significant ruts and
torn up grass. No injuries.

11. Name and address of any other person injured: n/A

n/A

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

Auto: \$ n/A

Property: \$ 165.00

Personal injury: \$ n/A

Other: (Specify below) \$ n/A

TOTAL \$ 165.00

Damaged vehicle (if applicable)

Make: n/A Model: n/A Year: n/A Mileage: n/A

Names and addresses of witnesses, doctors and hospitals: n/A

n/A

n/A

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.

n/A

SIGNATURE OF CLAIMANT  DATE 03-08-17
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

MAR 30 '17 AM 11:05

CLAIM NO. 3416

CLAIM

Claimant's Name:	<u>Thana Frank</u>	Auto	\$ <u>n/A</u>
Claimant's Address:	<u>1730 N. 38th Street</u>	Property	\$ <u>165.00</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u>n/A</u>
Claimant's Phone No.	<u>920-207-0685</u>	Other (Specify below)	\$ <u>n/A</u>
		TOTAL	\$ <u>165.00</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 \$ 165.00.

SIGNED *Thana Frank* DATE: 03-08-17

ADDRESS: 1730 N. 38th Street Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

1730 N 38th Street
Sheboygan, WI 53081

Dear Resident:

On Wednesday, March 1, 2017, a Metro Connection bus was involved in an incident at your residence. The bus slid off the roadway during a snowstorm and may have caused some damage to your property. I was able to take pictures of the area for our record on the afternoon of March 2, 2017.

If you feel the damage to your property was the result of the aforementioned incident, you have the right to file a claim with the City of Sheboygan. Shoreline Metro is owned and operated by the City of Sheboygan. All claims must be received by the Clerk's Office at City Hall in Sheboygan. For more information on filing a claim, please visit their office on the first floor of City Hall or contact them at (920) 459-3361.

Sincerely,



Derek Muench
Director of Transit & Parking
City of Sheboygan
(920) 459-3140



Thana Frank <thanaagnes@gmail.com>

Landscape Estimate

1 message

Superior Lawn & Garden <Superiorlawnandgarden@excel.net>

Thu, Mar 16, 2017 at 9:03 AM

To: thanaagnes@gmail.com

Hello Thana,

The estimate would be as follows:

Place pulverized topsoil in ditch area

Seed, fertilize, and cover

Total: \$165.00 + Tax

Please let us know how you wish to proceed!

Thanks,

John

Superior Lawn and Garden Center, LLC

6510 Superior Ave.

Kohler, WI 53044

Phone #: (920) 467-2031

Fax #:(920) 467-3988

Email: superiorlawnandgarden@excel.net

VI

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. O. No. 24-17-18 by the City Clerk submitting a claim from Collin Gerk for alleged damages to his car when a snow plow hit his vehicle on Erie Ave. and knocked off the driver's side rear view mirror; recommends that the documents be placed on 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

4.11

R. O. No. 24- 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a claim from Collin Gerk for alleged damages to his car when a snow plow hit his vehicle on Erie Ave. and knocked off the driver side rearview mirror.

Finance / Personnel
Jui

City Clerk

DATE RECEIVED 5-10-17

RECEIVED BY MD

CLAIM NO. 03-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 10 '17 AM 11:11

- 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: Collin Gerck

2. Home address of Claimant: 90 Lake Court apt A.

3. Home phone number: 920 207 7992

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2/25/2017 @ 8:

6. Where did damage or injury occur? (give full description) on 4th and Erie Ave on the North Side of Erie Ave

7. How did damage or injury occur? (give full description) A City Snow plow Driver Hit my Jeep and Completely Knocked my Driver Side Rear View Mirror

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: 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

CLAIM NO.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DATE OF INQUIRY

INSTRUCTIONS: TYPE OR PRINT IN SPACE HERE

1. Name of claimant: _____

2. Home address of claimant: _____

3. Business address and phone number of claimant: _____

4. When did damage or injury occur? (date, time of day): _____

5. What is nature of injury? (give full description): _____

6. How did damage or injury occur? (give full description): _____

7. If the name of liability is alleged to be an employee of a City officer or employee, complete the following: _____

(a) Name of such officer or employee, if known: _____

(b) Circumstances attendant of the basis of such liability: _____

8. Is the basis of liability as alleged to be a dangerous condition of public property? _____

(a) If public property alleged to be dangerous: _____

(b) Circumstances attendant of basis for such liability: _____

9. Name of City officer or employee, if known: _____

10. Circumstances attendant of the basis of such liability: _____

11. Name of City officer or employee, if known: _____

12. Circumstances attendant of the basis of such liability: _____

13. Name of City officer or employee, if known: _____

14. Circumstances attendant of the basis of such liability: _____

15. Name of City officer or employee, if known: _____

16. Circumstances attendant of the basis of such liability: _____

17. Name of City officer or employee, if known: _____

18. Circumstances attendant of the basis of such liability: _____

19. Name of City officer or employee, if known: _____

20. Circumstances attendant of the basis of such liability: _____

21. Name of City officer or employee, if known: _____

22. Circumstances attendant of the basis of 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").

The Drivers Side ~~Window~~ Rearview Mirror
Was completely knocked off my Jeep and destroyed

11. Name and address of any other person injured: N/A

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

Auto:	\$ <u>168¹⁷</u>
Property:	\$ <u>11</u>
Personal injury:	\$ <u>11</u>
Other: (Specify below)	\$ _____
TOTAL	\$ <u>168¹⁷</u>

Damaged vehicle (if applicable)

Make: JEEP Model: Patriot Year: 2010 Mileage: 71,000

Names and addresses of witnesses, doctors and hospitals: N/A

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 Collin Best DATE 5/10/17
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 5-10 17

RECEIVED BY MD

CLAIM NO. 3-17

CLAIM

Claimant's Name: Collin Z Gerk
Claimant's Address: 90 Lake Court #A
Sheboygan, WI 53081
Claimant's Phone No. 920 207 7992

Auto \$ 168.17
Property \$ 1
Personal Injury \$ 1
Other (Specify below) \$ 1
TOTAL \$ 168.17

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 \$ 168.17.

SIGNED Collin Gerk DATE: 5/10/17

ADDRESS: 90 Lake Court Apt A
Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLIAC 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 ***

03/08/2017 08:30 AM

Owner

Owner: COLLIN GERK
Address: 90 LAKE CT APT A
City State Zip: Sheboygan, WI 53081

Work/Day: (920)207-7992
FAX:

Inspection

Inspection Date: 03/08/2017 08:31 AM
Primary Impact: Left Side

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: 1

Vehicle

2010 Jeep Patriot Sport 4 DR Wagon
4cyl Gasoline 2.0
5 Speed Manual

Lic.Plate: 970XMH
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BRIGHT SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PS2

Lic State: WI
VIN: 1J4NT1GAXAD638519
Mileage: 69,477
Mileage Type: Actual
Code: J7003B
Int. Color: Dark Slate Gray
Int. Refinish: Two-Stage
Int. Trim Code: B7DV

Options - AudaVIN Information Received

AM/FM CD Player
Bucket Seats
Compact Spare Tire
Head Airbags
Power Brakes

Air Conditioning
Cargo/Trunk Mat
Dual Airbags
Intermittent Wipers
Power Steering

Anti-Lock Brakes
Center Console
Halogen Headlights
MP3 Decoder
Rear Step Bumper

Rear Window Defroster	Rear Window Wiper/Washer	Roof Rails
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Styled Steel Wheels	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Traction Control System
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
Front Doors										
1	E	229	46	Mirror,Outer R/C LT	5155457AK	\$142.00			0.3	SM
	1	Items								
			MC	Message						
			46	PRINTABLE ALTERNATE PARTS COMPARE						

Estimate Total & Entries

Gross Parts		\$142.00	
Parts & Material Total			\$142.00
Tax on Parts & Material	@ 5.500%		\$7.81
Labor			
	Rate	Replace Hrs	Total Hrs
Sheet Metal (SM)	\$58.00	0.3	0.3
Mech/Elec (ME)	\$105.00		
Frame (FR)	\$67.00		
Refinish (RF)	\$58.00		
Labor Total			0.3 Hours
Tax on Labor	@ 5.500%		\$0.96
Gross Total			\$168.17
Net Total			\$168.17

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 03/08/2017 08:32 AM REL 8.0.035 DT 02/01/2017 DB 03/01/2017
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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



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VAN HORN HYUNDAI INC
PLEASE SEND ALL PAYMENTS TO P.O. BOX 1144, SHEBOYGAN, WI 53082
3512 WILGUS ROAD
SHEBOYGAN, WI 53082

*** PRELIMINARY ESTIMATE ***

06/01/2017 08:52 AM

Owner

Owner: COLLIN GERK
Address: 90 LAKE CT APT A
City State Zip: Sheboygan, WI 53081
Work/Day: (920)207-7992
FAX:

Inspection

Inspection Date: 06/01/2017 08:51 AM
Primary Impact: Left Side
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted:
Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: 3512 WILGUS AVENUE
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time: Days To Repair: 1

Vehicle

2010 Jeep Patriot Sport 4 DR Wagon
4cyl Gasoline 2.0
5 Speed Manual

Lic.Plate: 970XMH
Lic Expire:
Prod Date: 08/2010
Veh Insp# :
Condition:
Ext. Color: BRIGHT SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: PS2
Lic State: WI
VIN: 1J4NT1GAXAD638519
Mileage: 73,051
Mileage Type: Actual
Code: J7003B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

- | | | |
|-------------------------|--------------------------|---------------------|
| AM/FM CD Player | Air Conditioning | Anti-Lock Brakes |
| Bucket Seats | Cargo/Trunk Mat | Center Console |
| Compact Spare Tire | Dual Airbags | Halogen Headlights |
| Head Airbags | Intermittent Wipers | MP3 Decoder |
| Power Brakes | Power Steering | Rear Step Bumper |
| Rear Window Defroster | Rear Window Wiper/Washer | Roof Rails |
| Split Folding Rear Seat | Stability Cntrl Suspensn | Styled Steel Wheels |
| Tachometer | Theft Deterrent System | Tilt Steering Wheel |
| Tinted Glass | Traction Control System | Velour/Cloth Seats |

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	229		Mirror,Outer R/C LT	5155457AK	\$142.00			0.3	SM
1		Items								

Estimate Total & Entries

Gross Parts						\$142.00				
Parts & Material Total									\$142.00	
Tax on Parts & Material					@ 5.500%				\$7.81	
Labor										
				Rate	Replace	Repair Hrs			Total Hrs	
					Hrs					
Sheet Metal (SM)				\$60.00	0.3				0.3	\$18.00
Mech/Elec (ME)				\$110.00						
Frame (FR)				\$70.00						
Refinish (RF)				\$60.00						
Labor Total									0.3 Hours	\$18.00
Tax on Labor					@ 5.500%					\$0.99
Gross Total										\$168.80
Net Total										\$168.80

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

Audatex Estimating 8.0.035 ES 06/01/2017 08:53 AM REL 8.0.035 DT 02/01/2017 DB 05/15/2017
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- TE = Partial Replace Price
- E = Replace OEM
- OE = Replace PXN OE Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Rebit

UM= Replace Reman/Rebuilt
UC = Replace Reconditioned
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P = Check

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TT = Two-Tone
BR = Blend Refinish
CG= Chipguard
AA = Appearance Allowance

PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage



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VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. O. No. 45-17-18 by the City Administrator submitting, for information, an updated purchasing policy consistent with City ordinances and/or State Statutes which he deems necessary for the efficient procurement of goods and services; recommends that the documents be accepted and filed and approved with the updated attachments.

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

II

4.5

R. O. No. 45 - 17 - 18. By City Administrator. June 5, 2017.

Submitting for information, an updated purchasing policy consistent with City Ordinances and/or State Statutes which I deem necessary for the efficient procurement of goods and services. Pursuant to sec. 2-338(e), a copy of such policies, rules and regulations shall be filed with the City.

*Finance & Personnel
Acx file
& approve with
updated attach.*

City Administrator

PROCUREMENT POLICY

I. PURPOSE

To allow the City to acquire, on a competitive basis, all goods and services at the best value possible and operate in a manner than maximizes the effectiveness and efficiency of services provided by the City.

II. POLICY

This policy establishes a Purchasing Office and a Purchasing Agent. The Purchasing Office will have the responsibility to institute and maintain an effective and economical program for the purchase of goods and services. The Purchasing Agent, reporting to the Finance Director, will ensure the proper and efficient administration of this program, and monitor compliance with these procedures, rules and regulations throughout City operations.

The purpose of the purchasing program is to enable departments to acquire needed equipment, materials, supplies and services of suitable quality for the purpose intended from the lowest priced responsible and responsive bidder while enhancing competition and providing fair opportunity and equitable treatment for all vendors.

This will be accomplished by utilizing a combined effort between City departments and the Purchasing Office. The Purchasing Office will concentrate efforts on standardizing and centralizing purchases of common use items among all departments while enlisting individual department's expertise in purchasing specialized items unique to their departments. When purchasing these specialized items, the individual departments become responsible for ensuring that the provisions of this policy are followed.

The policy pertains to all agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Failure to comply with this policy may result in loss of individual purchasing authority and/or disciplinary action up to and including discharge.

III. DEFINITIONS

Auction Administrator. The Purchasing Agent shall be assigned by the City to assist departments in selecting an auction type and venue, establish procedures and responsibilities, and conduct online auctions for the sale of surplus supplies or equipment.

Bid. A formal price solicited from a vendor for a good or service. Bids are required to conform to specific terms and well defined specifications contained in the solicitation documents. A sealed written bid is required with public notice setting a specific time and place to open all bids received for any project defined as public construction.

City. The City of Sheboygan, WI

Contract. An agreement between one or more parties to do something or provide specific goods or services.

Contract Cost. Total cost of a contract, whether for one or more years.

Contractual Services. Includes, but may not be limited to: telephone, gas, water, electric light, power and heating services; towel and cleaning services; leases for grounds, buildings, equipment, maintenance, office or other space required by the using department; and the rental, repair or maintenance of equipment, machinery or other property owned by the City.

Council. The Common Council of the City of Sheboygan.

Department. All agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Professional Services. Services, the value of which are substantially measured by the professional competence of the persons performing them and which are not susceptible to realistic competition by cost alone. Such services include, but shall not be limited to those customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial advisors, medical and social service providers, computer software applications, systems development/implementation, management and other consultants, promotional programs such as marketing and advertising, and such other specific services as determined by the Mayor or his/her designee.

Proposal. A plan received from a vendor and the related cost of implementing the plan. Proposals are usually requested when the specifications or scope of the services needed

cannot be adequately prepared to provide all prospective vendors a complete and accurate description of the work to be performed. Vendors are asked to propose their best solution to the needs defined in the solicitation. Proposals are often requested when soliciting costs for professional services, high-tech equipment, other specialized equipment and research and development expenditures.

Public Construction. Substantial repairs, remodeling, construction or other changes to any City owned land or building (Wisconsin Statute 62.15).

Quotation. An informal type of bid received from a vendor offering to sell a product or service. The quotation will contain specified pricing, terms and conditions of sale. The quotation may be either in writing (including a price list or catalog) or verbal, depending upon the dollar value as outlined in IV.C (2)(3).

Request for Proposal (RFP). All documents, whether attached or incorporated by reference used for soliciting proposals for professional services.

Service. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than usual reports, materials or drawings which are the end result of and incidental to the required performance.

IV. PROCEDURES

A. PURCHASING MANUAL

The Purchasing Agent shall be responsible for updating and maintaining the procurement policy, which set forth the authorized purchasing procedures and the rules and regulations in connection therewith which shall be approved by the Common Council.

B. DEPARTMENT SPECIFIC PURCHASES

In order to take advantage of the technical expertise within the various City departments, department personnel will have the authority to purchase specialized items unique to their operations. The Purchasing Office will be available to serve in an advisory capacity. However, if the department wishes, the responsibility for the purchase of these specialized items may be turned over to the Purchasing Office. The individual coordinating the purchase will be responsible for ensuring that all provisions of the procurement policy are followed. Upon request of the Purchasing Agent, departments will furnish copies of quotes and other documentation to show compliance with the procurement policy.

If a question arises over the categorization of a purchase as specialized or non-specialized, the Finance Director will make the final determination.

C. PURCHASING AND CONTRACTING LEVELS

The City Administrator shall establish, maintain, and from time to time amend, the policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection 4 below. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy.

Purchases of and contracts for supplies, materials, equipment and contractual services shall be based on competitive bids/quotations whenever practical subject to the following spending guidelines. However, for all purchases the Purchasing Agent reserves the right to coordinate the purchase of like items where such purchase is beneficial and practical to the City.

1. Purchases up to \$1,000 may be made based on the best judgment of the department making the purchase, except as section IV.D (Standard Contracts) and Information Technology related equipment, section IV.S. However, it is recommended to seek competition for these purchases for the lowest prices within the parameters of quality and delivery. Accordingly, the department is encouraged to seek competition from as many sources as reasonable to assure best price and delivery.
2. Purchases of \$5,000 or more (other than Public Works Construction Projects) require that written quotations be solicited. Additionally, any new contracts or agreements for services or equipment with an anticipated contract cost of \$50,000 or more require the approval of the Common Council prior to execution. New contracts or agreements shall be defined as those which:
 - a) Are for services or equipment procured on a special or one-time basis; or
 - b) Are not for the renewal or re-award of existing, previously approved and budgeted, ongoing operational requirements (i.e. existing maintenance agreements); or
 - c) Are not defined by either (a) or (b), but have an anticipated total contract cost in excess of \$100,000 (i.e. janitorial, etc)
3. Public Works Construction Projects. In accordance with Wisconsin Statute 62.15, all such projects for which the cost is expected to be greater than \$25,000 must be competitively bid. The City Attorney's Office will determine the applicability of this statute to individual projects.

The bidding and awarding processes are detailed in Wisconsin Statute 66.0901. All public works bids and staff recommendations will be submitted through the Public Works Committee for Common Council approval.

D. STANDARD CONTRACTS

When the Purchasing Agent has standardized the purchasing of a good or service and has issued standard purchase orders or contracts for these goods or services, such goods or services shall be purchased from the agreed upon vendor for the length of the agreement. The standard contracts will usually be let on an annual basis. Each department will be supplied with a catalog. Departments will forward requested purchases to the Purchasing Office, where requisitions to the supplier will be issued. Exceptions will be made only when the requisition clearly states the reason for which the standard item is unacceptable.

E. COOPERATIVE PURCHASING

The Purchasing Agent shall have authority to join with other units of government, with quasi-governmental agencies funded in whole or in part by the City, and with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served. Competitively bid cooperative purchasing contracts onto which the City “piggybacks” are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

F. PURCHASING FROM GOVERNMENT UNITS

Materials, supplies, machinery and equipment offered for sale by the federal, state, county government or by any municipality may be purchased without bids at prices to be agreed upon between the Purchasing Agent and the respective department for which the item is to be acquired. Expert assistance for appraisal of such items may be employed at the discretion of the Purchasing Agent.

G. SOLE SOURCE

Purchases of goods or services under \$50,000 may be made without competition when it is agreed in advance between the department and the Purchasing Office that there is a valid reason to purchase from one source or that only one source is available.

1. For sole source purchases less than \$5,000, departments other than DPW, shall obtain verbal approval from the Purchasing Office, and document the reasons and agreement at the department level. The Purchasing Agent may suggest or assist in locating additional competitive sources.
2. For sole source purchases over \$5,000 but less than \$50,000 other than Public Works Construction Projects, a written justification shall be forwarded to the Purchasing Agent,

who will either concur with the sole source or assist in locating additional competitive sources.

3. Any sole source purchase over \$5,000 must be approved by the City Administrator.
4. The use of the sole source exception to the competitive bidding process will expire on an annual basis.

H. EMERGENCY PURCHASES

For emergency purchases greater than \$750, but less than \$5,000, all City departments shall enter and complete a purchase requisition in the MUNIS system and “release” for approvals. The requisition number should be provided to the vendor when placing an order. The following situations constitute an emergency under this provision of the policy:

1. Any situation in which there exists immediate and substantial danger to the health, life or property of any person or any situation in which there exists potential for increased damage to City property if the situation is not immediately remedied:
2. Any situation where the normal operation of any City department is seriously impaired or is in jeopardy of being seriously impaired; or
3. When the Mayor’s Office declares an emergency.

I. PURCHASE OF RECYCLED MATERIALS

The Purchasing Agent will ensure that the average recycled content of all paper purchased by the City measured as a proportion by weight, of the fiber content of all paper products purchased in the year is not less than those percentages specified in Wisconsin Statute 66.0131 (3) (a) (2). If at all possible, when purchasing chemicals, the Purchasing Agent shall purchase non-toxic, green chemicals.

J. PURCHASE ORDER

The routine purchase of goods and services between \$750 and less than \$50,000 will be processed by entering a purchase order requisition into the MUNIS system. After required approvals the purchase requisition will be converted to a purchase order. The purchase order will be emailed or faxed to the vendor for processing. In no case will goods and services be delivered prior to the vendor receiving a purchase order. Purchases under \$750 do not require a purchase order unless the department deems it would be beneficial.

K. SERIAL CONTRACTING

No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the

same community or service in any 90 day period in order to avoid the requirements of the procurement policy.

L. APPROPRIATIONS

All purchases shall be made in accordance with the appropriations (budget) that have been approved by the Common Council for the operation of the respective City departments. The responsibility for not exceeding existing appropriations rests with the department head making the requisitions or purchases.

M. LOWEST RESPONSIBLE BIDDER AND BEST VALUE CONCEPT

All purchases shall be made in accordance with the following procedures, except as otherwise provided by resolution of the Common Council:

1. Award to a responsible bidder who submits the responsive bid which is most advantageous to the City, based on quality, price and delivery. An award shall not be made without authorization of the Common Council, following a prior recommendation by the Purchasing Agent. When an award is not made to the lowest bidder, a complete statement of the reasons shall be prepared and retained in the permanent bid file.
2. When all other factors are comparable, the award shall be made to a responsible bidder whose materials are manufactured to the greatest extent in the United States. Award shall not be made on the basis if the Purchasing Agent or other person having contracting authority in respect to the purchase determines that the materials are not manufactured in the United States in sufficient or reasonably available quantities or the quality of materials is sufficiently less than the quality of similar available materials manufactured outside the United States.
3. The purchasing agent may reject any or all bids or may waive informalities in the bidding process.

N. PROCUREMENT OF SERVICES

Whenever practical, the purchase of all services should be based on competitive bids/quotations/proposals subject to the spending guidelines noted in Procedure IV (C) of this policy. This includes, but is not limited to, the following categories of services:

Professional Services. Consulting and expert services provided by an organization or individual.

Contractor Services. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance.

Client Services. Those services provided directly to individuals on behalf of the City.

Construction Services. Services provided in the construction of roads, buildings or other facilities.

Technology Services. Services provided in the design, development, installation, and/or operation or maintenance of automated computer systems, including hardware and software.

If it is estimated that the service being solicited has a total cost of over \$15,000 and the value of the service is substantially measured by the professional competence of the providers rather than cost alone, it is recommended that a Request for Proposal (RFP) be used to solicit vendor responses or quality based selection criteria. The Purchasing Office is available to assist in these situations.

O. PROHIBITED BUSINESS TRANSACTIONS

Employees are not allowed to participate directly or indirectly in a purchase when the employee, or a member of the employee's family, has a financial interest in the purchase or the employee, or a member of the employee's family, is negotiating or has an arrangement concerning prospective employment with the supplier.

Purchases for services or goods should not be made from employees of the City unless the employee can be considered an independent contractor as defined by the Internal Revenue Service.

Employees of the City are not allowed to use City negotiated discounts or the City's tax exempt status to purchase goods or services for their own personal use or gain.

The City of Sheboygan Code of Ethics Policy shall be reference regarding receipt of gifts. Employees who receive offers of gifts or other improper attempts to influence purchasing decisions should report this to their supervisor and/or the Purchasing Agent, who will in turn consult with the City Attorney's office to determine the appropriate course of action.

P. SURPLUS OR OBSOLETE SUPPLIES OR EQUIPMENT

The Purchasing Agent shall be responsible for and shall have the authority for the disposal of obsolete, excess, unused or scrap materials, supplies and equipment. All revenues shall be deposited with the City Finance department.

Q. INSURANCE REQUIREMENTS

The Purchasing Agent shall have the authority to require a performance bond or other similar instrument or surety in such amount as is reasonably necessary to protect the best interest of the City before entering into a contract.

R. OPEN RECORDS/PUBLIC INFORMATION

With few exceptions, records related to governmental purchasing are subject to public access under Wisconsin's Open Records Law. This includes, but is not limited to, quotes, bids, proposals, purchase orders and related correspondence. While employees may ask that open records requests be made in writing, the requestor is not required to do so.

1. When conducting public bid openings, the names of the bidders and certain bid details, including price shall be read aloud. In the case of proposal (RFP) openings, only the names of the proposers shall be read aloud. In either case, copies of the bids or proposals are not made available, nor is inspection of the documents permitted, until contract award has been submitted for approval to the Common Council.
2. Vendors requesting confidentiality of their quotes, bids, proposals or portions thereof must identify the confidential materials as such and state the specific, legitimate reason(s), i.e. trade secret, propriety customer list.
3. Questions regarding compliance with an open records request should be referred to the City Attorney's Office.

S. INFORMATION TECHNOLOGY RELATED EQUIPMENT AND SUPPLIES

In order to ensure compatibility and maintain standards for the City's information system, all purchases of information technology equipment, supplies and services must be initiated by and acquired through the Information Technology Department. This includes, but may not be limited to, computers, software, printers, copiers, ink, toners, repair parts, support and maintenance services, telephone equipment, scanners or any peripheral device which interfaces with any part of the City's information systems. Information Technology staff should be the primary vendor point of contact for all information technology needs. In turn, the Information Technology Department is responsible for adhering to the provisions of this policy when conducting such procurement activities.

T. SHORELINE METRO

Procurement activities by or for Shoreline Metro are subject to the provisions of the Federal Transit Administration "Appendix A of Procurement Policies." A current version of this Appendix is available upon request to Shoreline Metro administrative staff. In

addition, agencies issuing paratransit service contracts through Shoreline Metro will complete a procurement checklist, attach the appropriate documentation and submit it to the Shoreline Metro Manager or his/her designee for review to ensure federal compliance.

VII

R. C. No. - 17 - 18. By LAW AND LICENSING. June 19, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 53-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1701	Bienert, Terry L.	2226 Plymouth Lane
1679	Cavanaugh, Jerica E.	639 Leavens Ave.
1702	Derosier, Brianna L.	N6261 Riverview Rd., Plymouth
1673	Eastman, Montana	3414 N. 13 th St.
1665	Foss, Marie M.	305 Wisconsin Avenue
1667	Gamez, Dale H.	2013 Copper Avenue
1677	Gill, Elizabeth H.	4313 Liberty Ct.
1691	Goetsch, Jordan D.	2035 N. 12 th St.
7249	Hess, Jeannie M.	2225 N. 22 nd St.
1671	Hinz, Mackenzie N.	2221 Mill Rd.
1674	Kelly, Charles	634 Roosevelt Rd., Kohler
1686	Meyer, Collin	15324 Horseshoe Lake Rd., Newton
1689	Miller, Courtney	830 N. Water St. Apt. 324
1698	Pruitt, Adam B.	612 A Broadway St.
1666	Ratzel, Alan R.	3917 Mendacino Ln. Apt. 307
1695	Reynolds, Nicole L.	3024 N. 9 th St. #4
1696	Rivas, Leeah R.	1032 N. 16 ^h St.
8862	Roelse, Julie L.	W2595 CTY Rd. N. Sheb. Falls
1664	Strickland, Eddie M.	2748 N. 10 th St.
1699	Taubel, Heather A.	506 Schwartz St., Plymouth
0575	Temby, Ian D.	3017 S. 12 th St.
1688	Torres, Ruben Jr.	N7772 Lakeshore Rd.
1684	Vera, Wendy L.	2115 S. 12 th St. Apt. A
1687	Webster, Patrick L.	4921 W. Flanders Rd., McHenry, Il.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7800	Abstetar, Elizabeth A.	709 Park St., Manitowoc
0749	Adamavich, Brooke A.	1301 S. 19 th St.
1004	Adamavich, William J.	3823 S. 11 th St.
7012	Alvarez, Alexander D.	2929 N. 26 th St.
5585	Arentsen, Jon M.	N1457 Sauk Trail Rd., Oostburg
6932	Aschenbach, Kimberly A.	1207 Union Ave.
0764	Augustin, Jeremy L.	2010 N. 12 th St.
0800	Balge, Jennifer A.	1534 Blocki Ct.
4736	Bartlow, Keli M.	1812 S. 13 th St.
8236	Batt, Jason F.	722 Spring Ave.
0887	Bauer, Kathleen M.	1030 Pershing Ave.

Consent

9495	Baughman, Laura B.	3608 S. 11 th St.
5214	Beauvais, Dawn M.	1133 Ontario Ave.
1057	Becker, Angela F.	2234 N. 20 th St.
9427	Bedore, Amanda L.	518 Pennsylvania Ave.
9030	Benish, Leland J. (Club)	2513 N. 9 th St.
0253	Berg, Stacey L.	1618 Georgia Ave.
6224	Bloedorn, Kim M.	1009 Superior Ave.
1130	Brezonik, John J.	1120 Pershing Ave.
8239	Bridges, John L. (Club)	2221 Cooper Ave.
4770	Butzen, Karen K.	1430 Geele Ave. Apt. 1
2440	Butzen, Marthajo	685 E. Washington Ave., Cleveland
0051	Carlson, Leah S.	1819 N. 2 nd St. Apt A
9509	Casper, Debra L.	3728 Kennedy Circle
2482	Chavez, Angie C.	1507 S. 21 st St.
9078	Christel, Jessica L.	906 Logan Avenue
5433	Cordle, Alexia J.	1520 S. 13 th St.
0821	Creager, Jennifer L.	303 S. Wisconsin Dr., Howards Grove
7020	Dawson, Elizabeth M.	1220A Alabama Ave.
1472	Dekarske, Craig A.	2019 N. 11 th St.
9986	Depagter, James R.	3417 S. 12 th Place
8037	Diedrich, Hayley E.	619 N. 8 th St. #3
7468	Draughon, Roman J.	1702 Alexander Ct.
7671	Duncan, Melody L.	20 Chippewa Trail
0870	Duren, Ryan M.	1447 Parkview Ter #30
7163	Dyke, Jennifer L.	N3328 County Rd.A East, Sheb. Falls
0092	Ehler, Kristi L.	3609 N. 21 st St.
0769	Fechter, Scott A.	7729 CTY Rd. D, Random Lake
5335	Fields, John C.	611 Meadow Lane, Sheb. Falls
2377	Fischer, Donna S.	1824 N. 27 th Pl.
9338	Flores, Diane G.	1637 S. 26 th St.
7641	Frericks, Julie A.	925 S. 14 th St.
0136	Fredricks, Sydney A.	1606 Wilson Ave.
4430	Gilbertson, Lindian M.	2335 N. 15 th St. Apt A
5170	Gilbertson, Stephen J. (Club)	1216 N. 29 th St.
7572	Graefe, Lee P.	1028A Mead Avenue
0945	Gregorich, Cameron E.	3255 Main Avenue
9377	Grohman, Sander A.	1521 New Jersey Ave.
9327	Gruenke, Elizabeth A.	2745 N. 8 th St.
6198	Hagerman, Ashley E.	2222 N. 23 rd St.
0962	Hameister, Jonathan J.	1049 Janewood Ln.
7498	Hansen, John R.	1105 Los Angeles
5597	Hansen, Kevin J.	1114 Pershing Avenue
6181	Harpold, William A.	1914A Calumet Dr.
8270	Heitzmann, Adam J.	2206 Sunflower Ave.
9474	Helmke, Amber L.	3213 N. 26 th St.
3028	Hendrikse, Cathy A.	1416 Logan Ave.
8391	Hernandez, Jose U.	1127 Michigan Ave.
1505	Hinz, Laurie J.	3616 S. 17 th St.
1568	Jetzer, Julian E. (Club)	1623 Sandstone Ln., Howards Grove
9885	Kaat, Amber M.	1613 Indiana Avenue
9513	Kaemmer, Tracey R.	1231 Huron Ave.
0916	Kempf, Corey D.	220 Fremont St. #251, Kiel
8229	Kiley, Lisa J.	813 N. Evans St.

0762 Kiley, Wayne F.	813 N. Evans St.
0249 Kinney, Kathleen M.	402 Saddle Ridge, Portage
9757 Kluck, Victoria C.	2132 N. 25 th St.
5973 Krebsbach, Kristin E.	1528 S. 7 th St.
5346 Kreutz, Michael S. (Club)	5315 Lakeshore Rd.
1703 Kuehlmann, Sherry A.	1721 Ashland Ave. Apt. 101
5598 Kussard, Gary L.	3112 N. 8 th St.
4972 Lawrence, Susan M.	1028 Lincoln Ave.
6911 Lee, Manasty V.	434 Ontario Ave.
2704 Lehmann, Ryan J.	1447 S. 21 st St.
5670 Lester, Jason D.	1408 S. 8 th St.
9512 Lilyquist, Steve C.	2510 S. 12 th St.
3553 Loesing, Stephanie A.	1623 N. 37 th St.
7845 Maclaughlin, Penny L.	1719 Elm Avenue
3291 Mallmann, Louis L.	2631 N. 29 th St.
7491 Martinez, Rufino C.	2748 N. 10 th St. #11
0929 Mayr, Cherilyn A.	1913 Wiemann Avenue
6968 McFarland, Lloyd P.	1414 N. 17 th St.
8466 McMahan, Susan M.	932 Bell Ave.
0360 Merrill, Anna K.	1120 S. 17 th St.
7676 Meulbroek, Robert W.	4830 Ferndale Ct.
0861 Morton, Danielle R.	3114 N. 9 th St.
0953 Morton, Michael G.	1619 Division Ave.
6011 Nennig, David M.	1559 N. 15 th St.
8549 Nienhuis, Matthew B.	4313 Liberty Ct. BB207
4927 Oehldrich, Richard M.	830 N. 36 th St.
6805 Oelhafen, Vanessa A.	1617 New Jersey Ave.
0030 Ottman, Donna J.	127 Kay Ave., Sheb. Falls
1954 Peaschek, Daniel R.	2616 N. 25 th St.
3797 Pena, Javier (Club)	929 Indiana Ave. Apt. A
6184 Pfeifer, Katherine A.	706 Oriole Ln., Howards Grove
9353 Phalin-Christman Thomas J.	936 Superior Ave.
9480 Pierce, Christine L.	1709 S. 26 th St.
9453 Pilgrim, Marion M.	1042AS Willow Ln., Kohler
6395 Prieto, Caroline P.	1527 S. 13 th St.
1992 Procek, Edward J.	1230 S. 13 th St.
1993 Procek, Susan L.	1230 S. 13 th St.
9083 Puetten, Frank Von Der	1716 N. 19 th St.
9972 Ramey, Angela S.	514 N. 26 th St.
9176 Reese, Alexa M.	634 Dillingham Ave.
0323 Richter, Erin E.	1640 S. 19 th St.
0924 Ripplinger, Kasey A.	1236A St. Clair Ave.
9973 Rishel, Aaron E.	1911 N. 12 th St.
6888 Rosas, Lucia	2407 Broadway
6331 Ross, Daniel T.	2332A Park Place
7528 Rudd, Jacqueline J.	W2551 Theobald Ct.
7052 Schad, Jamie L.	2526 N. 9 th St.
0228 Schmitz, Lori M.	402 Diane St., Chilton
0324 Schneider, Nancy C.	2019 N. 40 th St.
7337 Senkbeil, Steve J. (Club)	4040 N. 29 th St.
2135 Sessler, Steven J. (Club)	1019 Indiana Ave.
7621 Skrube, Lisa L.	1844 N. 20 th St.
0793 Sonia, Jason C.	2040 Folger Ct.

9472 Spettel, Deborah A.	4615 Mueller Rd.
0933 Spettel, Ricky G. (Club)	612 Superior Ave.
8248 Stanisch, Leah M.	2726 S. 11 th Pl.
7673 Steen, Linda S.	4166 Red Birch Ct.
5874 Tadych, Emily J.	2104 Folger Court
2218 Tauferner, Gary L.	2606 Grey Fox Court
2219 Tauferner, Richard M.	3523 Lannon Rd.
0785 Thiel, Billy A.	1703 N. 37 th St.
0207 Thompson, Mitchell D.	1131 Main Ave.
9323 Tolbert, Crystal P.	716 Spring Ave.
2241 Trilling, Jane A.	2205 S. 10 th St.
2257 Van Veghel, John V.	825 N. 28 th St.
7762 Van Veghel, Stephen F.	402 Clement Ave.
9173 Vidimos, John J.	3015 N. 15 th St.
5374 Vidimos, Melodie A.	2203 N. 20 th St.
5212 Vidimos, Mike E.	2203 N. 20 th St.
8331 Vitale, Umberto	1128 N. 29 th St.
0792 Vorpahl, Julia V.	1527 Carmen Ave.
4924 Vugrinovich, Laura J.	1214 Georgia Ave.
3089 Walker, Elizabeth A.	612 Superior Avenue
6097 Wegner, Jennifer L.	2008 S. 8 th St.
0748 Werner, Sydney R.	3741 S. 10 th St.
9511 Wiegand, June D.	N 7367 Northstar Rd.
6803 Wilsing, William J. (Club)	4454 Idlewild Ln.
0038 Wright, Ellen M.	540 Petra Ln.
2338 Wyckoff, Kevin J.	1921 N. 38 th St.
7394 Zimmerman, Holly A.	1423 N. 7 th St.
0874 Zimmerman, Kaycee L.	N6338 Gardenia Ln., Fond Du Lac

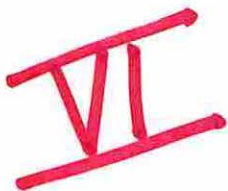
TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1675	Luedke, Amy M.	N4811 Blueberry Ln., Plymouth
1678	Roland, Eric	1204 Parkwook Blvd #F

_____ 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. C. No. - 17 - 18. By LAW AND LICENSING. June 19, 2017.

Your Committee to whom was referred R. O. No. 54-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the licenses be granted:

CHANGE OF AGENT

Heidi A. Pierce is replacing Todd Bastian as agent effective immediately for Applebee's Neighborhood Grill and Bar located at 526 S. Taylor Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Ave. - One day event to be held July 8, 2017 to include entire parking lot North and East of building.
2373	The Duke of Devon	739 Riverfront Dr. - One day event to be held July 3, 2017 to include the North side of the building in parking lot between The Duke of Devon and The Wharf.
1809	The Wharf	733 Riverfront Dr. - One day event to be held on July 19, 2017. Two day event to be held August 12 & 13, 2017 to include the parking lot between the Duke of Devon and The Wharf in front of both.
2726	JMK Arts Center	608 New York Ave. - One day event to be held on June 25, 2017 to include the Sculpture Garden of the Arts Center.

SIDEWALK CAFÉ LICENSE (April 15, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Als Bar & Grill	1502 S. 12 th St.

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3257	J & R Bar & Grill	1823 N. 12 th St.

Consent

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3259	My Asian Restaurant	1307 Huron Ave.

CLASS "C" BEER LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3259	My Asian Restaurant	1307 Huron Ave.

CIGARETTE/TOBACCO (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3043	SR Tobacco	2529 S. Business Drive
1392	Suscha News, LLC	1117 N. 8 th St.

CLASS "A" LIQUOR LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	Jakes Liquor	2019 S. Business Dr.
3214	Piggly Wiggly Supermarket	3124 S. Business Dr.
3187	Sheboygan Liquor Depot	810 N. 14 th St.
2702	Tietzs Piggly Wiggly	2905 N. 15 th St.

CLASS "A" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	CVS Pharmacy #10549	1108 N. 14 th St.
2404	Dicks Northeast Standard	905 Erie Ave.
2336	El Durango	1035 Indiana Ave.
3192	Harbor Centre Marina I	821 Broughton Dr.
3247	Mad Max of Sheboygan	1003 S. 14 th St.
2519	Northside Clark	2709 N. 15 th St.
2374	Save-A-Lot/Pet Supplies Plus	1817 N. 8 th St.
2864	Sheboygan BP	1030 S. 14 th St.
2710	The Pig Stop II	2917 N. 15 th St.
3007	Tidy Store of Sheboygan	810 N. 14 th St.

"CLASS B" LIQUOR LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St.
2742	8 th Street Ale Haus	1132 N. 8 th St.
1005	Al & Als Bar & Grill	1502 S. 12 th St.
3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.
1936	Black Pig	821 N. 8 th St.
3044	Blondies Bar & Grill	1034 Michigan Ave.

2805 Blue Harbor Resort	725 Blue Harbor Dr.
3160 Bomallies	2427 Calumet Dr.
2381 Bourbon Street Pub & Grill	1536 Indiana Ave.
1419 Bunker, The	1138 Union Avenue
3150 Craft 30	1015 S. 10 th St.
1089 Daves Whos Inn	835 Indiana Ave.
2373 Duke Of Devon, The	739 Riverfront Dr.
1752 End Zone, The	904 Indiana Ave.
3136 Franks Place	3023 N. 15 th St.
2977 Geno Nottolini's Pizza	933 Indiana Ave.
3117 Harbor Lights IV	434 Pennsylvania Ave.
2386 Harmony Bar	1336 Niagara Avenue
1734 Holiday Inn-Express	3823 Germaine Ave.
1926 Il Ritrovo	515 S. 8 th St.
3250 Jakes Roundabout Steakhouse	4604 S. Business Dr.
1810 Jakums	2601 N. 15 th St.
2962 JJS Getaway Café	1210 Michigan Ave.
2726 John Michael Kohler Arts	608 New York Ave.
2911 Lakeshore Technical College	712 Riverfront Dr.
3086 Las Brisas	1129 S. 8 th St.
2685 Lino Ristorante Italiano	422 South Pier Dr.
1795 Luigis Italian Restaurant	2910 Kohler Memorial Dr.
3107 Luz De Luna	920 Michigan Avenue
2740 Mannings Irish Pub	3015 N. 15 th St.
3118 Mi Ranchito	1235 Indiana Ave.
1234 Muellers Bar	1501 Union Ave.
2976 My Place Bar & Grill	1515 New Jersey Ave.
3120 Northstar	3004 N. 8 th St.
3066 NZ'S Bar & Grill	1022 Michigan Ave.
1699 On The House	1153 High Avenue
3217 Parker Johns BBQ & Pizza	705 Riverfront Dr.
1252 Peteks Tavern	2702 S. 8 th St.
3098 Pier 17	539 Riverfront Dr.
1267 Poor Richards	1105 Geele Ave.
2030 Rewind	1002 Michigan Ave.
1288 Riverview Club	626 N. 15 th St.
2135 Sandee's Cool Runnings	1202 Michigan Ave.
3087 Santanas Place	1019 Erie Ave.
1680 Scenic Bar LLC	1635 Indiana Ave.
1925 Screamers	2201 N. 15 th St.
3248 Seeboth Delicatessen	1501 S. 8 th St.
1337 Sheboygan Elks Lodge #299	1943 Erie Ave.
1229 Sheboygan Moose Lodge #438	1811 Georgia Ave.
1345 Sheboygan Outboard Club	732 N. Water St.
1346 Sheboygan Pine Club	1716 Geele Ave.
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Ave.
1353 Sheboygan Yacht Club	214 Pennsylvania Ave.
1360 Slys Midtown Saloon	508 N. 8 th St.
3183 Sprechers Restaurant & Pub	820 Indiana Ave.
2943 Superior Bar & Grill LLC	2607 Superior Ave.
3178 Tasty Sheboygan	1423 Union Ave.
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 th St.

2566 That Place On 8 th	1432 S. 8 th St.
2207 The Silver Fern	2538 N. 15 th St.
3069 Time And A Half	2518 N. 15 th St.
1411 Tommys Bar	2335 N. 15 th St.
1412 Trattoria Stefano	522 S. 8 th St.
2774 Union Ave Tap	1401 Union Ave.
2427 Urbane	1231 N. 8 th St.
1420 VFW Post 9156	552 S. Evans St.
3119 Vibe Bar	2513 S. 8 th St.
2513 Vreekes Tavern	935 Michigan Ave.
2921 Walkabout, The	2401 Calumet Drive
1764 Water Street Pub	931 N. 12 th St.
2029 Weill Center	826 N. 8 th St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
3254	Bookworm Gardens	1415 Campus Dr.
3094	Dickey's Barbecue Pit	2719 Calumet Dr.
2706	Fayes Pizza	1821 Calumet Dr.
3111	Glas-The Green Coffeehouse	924 N. 14 th St.
3129	Greece E Spoon	1217 N. 8 th St
3235	Harvest Café	502 S. 8 th St.
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Organization	2213 New Jersey Avenue
3135	New China Buffet	571 S. Taylor Dr.
3032	Nicky's Pizza	1735 Calumet Dr.
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.
1809	The Wharf	733 Riverfront Dr.
3246	Toys Thai Laos I	1229 N. 8 th St.

CLASS "C" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
2706	Fayes Pizza	1821 Calumet Dr.
3129	Greece E Spoon	1217 N. 8 th St.
3235	Harvest Café	502 S. 8 th St.
3034	Marc Cinemas	3226 Kohler Memorial Drive
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.3

R. O. No. 54 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

*6/19/17 -
grant all licenses*

City Clerk

CHANGE OF AGENT

Heidi A. Pierce is replacing Todd Bastian as agent effective immediately for Applebee's Neighborhood Grill and Bar located at 526 S. Taylor Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Ave. - One day event to be held July 8, 2017 to include entire parking lot North and East of building.
2373	The Duke of Devon	739 Riverfront Dr. - One day event to be held July 3, 2017 to include the North side of the building in parking lot between The Duke of Devon and The Wharf.
1809	The Wharf	733 Riverfront Dr. - One day event to be held on July 19, 2017. Two day event to be held August 12 & 13, 2017 to include the parking lot between the Duke of Devon and The Wharf in front of both.
2726	JMK Arts Center	608 New York Ave. - One day event to be held on June 25, 2017 to include the Sculpture Garden of the Arts Center.

SIDEWALK CAFÉ LICENSE (April 15, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Als Bar & Grill	1502 S. 12 th St.

Law & Lu

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3257	J & R Bar & Grill	1823 N. 12 th St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3259	My Asian Restaurant	1307 Huron Ave.

CLASS "C" BEER LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3259	My Asian Restaurant	1307 Huron Ave.

CIGARETTE/TOBACCO (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3043	SR Tobacco	2529 S. Business Drive
1392	Suscha News, LLC	1117 N. 8 th St.

CLASS "A" LIQUOR LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	Jakes Liquor	2019 S. Business Dr.
3214	Piggly Wiggly Supermarket	3124 S. Business Dr.
3187	Sheboygan Liquor Depot	810 N. 14 th St.
2702	Tietzs Piggly Wiggly	2905 N. 15 th St.

CLASS "A" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	CVS Pharmacy #10549	1108 N. 14 th St.
2404	Dicks Northeast Standard	905 Erie Ave.
2336	El Durango	1035 Indiana Ave.
3192	Harbor Centre Marina I	821 Broughton Dr.
3247	Mad Max of Sheboygan	1003 S. 14 th St.
2519	Northside Clark	2709 N. 15 th St.
2374	Save-A-Lot/Pet Supplies Plus	1817 N. 8 th St.
2864	Sheboygan BP	1030 S. 14 th St.
2710	The Pig Stop II	2917 N. 15 th St.
3007	Tidy Store of Sheboygan	810 N. 14 th St.

"CLASS B" LIQUOR LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St.
2742	8 th Street Ale Haus	1132 N. 8 th St.
1005	Al & Als Bar & Grill	1502 S. 12 th St.
3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.
1936	Black Pig	821 N. 8 th St.
3044	Blondies Bar & Grill	1034 Michigan Ave.
2805	Blue Harbor Resort	725 Blue Harbor Dr.
3160	Bomallies	2427 Calumet Dr.
2381	Bourbon Street Pub & Grill	1536 Indiana Ave.
1419	Bunker, The	1138 Union Avenue
3150	Craft 30	1015 S. 10 th St.
1089	Daves Whos Inn	835 Indiana Ave.
2373	Duke Of Devon, The	739 Riverfront Dr.
1752	End Zone, The	904 Indiana Ave.
3136	Franks Place	3023 N. 15 th St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
3117	Harbor Lights IV	434 Pennsylvania Ave.
2386	Harmony Bar	1336 Niagara Avenue
1734	Holiday Inn-Express	3823 Germaine Ave.
1926	Il Ritrovo	515 S. 8 th St.
3250	Jakes Roundabout Steakhouse	4604 S. Business Dr.
1810	Jakums	2601 N. 15 th St.
2962	JJS Getaway Café	1210 Michigan Ave.
2726	John Michael Kohler Arts	608 New York Ave.
2911	Lakeshore Technical College	712 Riverfront Dr.
3086	Las Brisas	1129 S. 8 th St.
2685	Lino Ristorante Italiano	422 South Pier Dr.
1795	Luigis Italian Restaurant	2910 Kohler Memorial Dr.
3107	Luz De Luna	920 Michigan Avenue
2740	Mannings Irish Pub	3015 N. 15 th St.
3118	Mi Ranchito	1235 Indiana Ave.
1234	Muellers Bar	1501 Union Ave.
2976	My Place Bar & Grill	1515 New Jersey Ave.
3120	Northstar	3004 N. 8 th St.
3066	NZ'S Bar & Grill	1022 Michigan Ave.
1699	On The House	1153 High Avenue
3217	Parker Johns BBQ & Pizza	705 Riverfront Dr.
1252	Petek's Tavern	2702 S. 8 th St.
3098	Pier 17	539 Riverfront Dr.
1267	Poor Richards	1105 Geele Ave.
2030	Rewind	1002 Michigan Ave.
1288	Riverview Club	626 N. 15 th St.
2135	Sandee's Cool Runnings	1202 Michigan Ave.
3087	Santanas Place	1019 Erie Ave.
1680	Scenic Bar LLC	1635 Indiana Ave.
1925	Screamers	2201 N. 15 th St.
3248	Seeboth Delicatessen	1501 S. 8 th St.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave.

1229 Sheboygan Moose Lodge #438	1811 Georgia Ave.
1345 Sheboygan Outboard Club	732 N. Water St.
1346 Sheboygan Pine Club	1716 Geele Ave.
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Ave.
1353 Sheboygan Yacht Club	214 Pennsylvania Ave.
1360 Slys Midtown Saloon	508 N. 8 th St.
3183 Sprechers Restaurant & Pub	820 Indiana Ave.
2943 Superior Bar & Grill LLC	2607 Superior Ave.
3178 Tasty Sheboygan	1423 Union Ave.
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 th St.
2566 That Place On 8 th	1432 S. 8 th St.
2207 The Silver Fern	2538 N. 15 th St.
3069 Time And A Half	2518 N. 15 th St.
1411 Tommys Bar	2335 N. 15 th St.
1412 Trattoria Stefano	522 S. 8 th St.
2774 Union Ave Tap	1401 Union Ave.
2427 Urbane	1231 N. 8 th St.
1420 VFW Post 9156	552 S. Evans St.
3119 Vibe Bar	2513 S. 8 th St.
2513 Vreekes Tavern	935 Michigan Ave.
2921 Walkabout, The	2401 Calumet Drive
1764 Water Street Pub	931 N. 12 th St.
2029 Weill Center	826 N. 8 th St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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3094	Dickey's Barbecue Pit	2719 Calumet Dr.
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3111	Glas-The Green Coffeehouse	924 N. 14 th St.
3129	Greece E Spoon	1217 N. 8 th St
3235	Harvest Café	502 S. 8 th St.
3034	Marc Cinemas	3226 Kohler Memorial Drive
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3018	Pho VN	2209 S. Business Dr.
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3246	Toys Thai Laos I	1229 N. 8 th St.

CLASS "C" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
2706	Fayes Pizza	1821 Calumet Dr.
3129	Greece E Spoon	1217 N. 8 th St.
3235	Harvest Café	502 S. 8 th St.
3034	Marc Cinemas	3226 Kohler Memorial Drive
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.

VIII

R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 18-17-18 by Alderperson Wolf authorizing the appropriate City Officials to execute the Management Services Agreement regarding Quarryview Park; 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

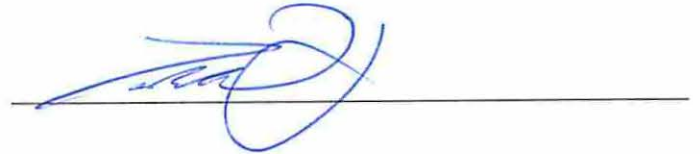
5.5

Res. No. 18 - 17 - 18. By Alderperson Wolf. May 15, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute the Management Services Agreement regarding Quarryview Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement in form substantially similar to the attached.

*Public 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____.

Date _____ 20____. _____, City Clerk

Approve _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to execute the Management Services Agreement regarding the J. C. Quarry View Center and Beach.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: May 10, 2017

MEETING DATE: May 15, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

Since 2013 the city has entered into a Management Services Agreement with a private company for the management and operation of the J.C. Quarry View Center and Beach. The attached agreement is a one year agreement with an additional summer seasonal year renewal with written agreement by both parties.

STAFF COMMENTS:

The city has been actively seeking a local company to manage the Quarry and approached Mike Miller, owner of EOS Surf LLC, giving him the opportunity. This partnership is a natural fit given the nature of the business, EOS Surf, and the water activities that it provides.

ACTION REQUESTED: Recommend approval of the Management Services Agreement.

ATTACHMENTS:

- I. Management Services Agreement

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into as of June 05, 2017, by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin ("City"), and EOS Recreation, a Wisconsin limited liability company ("Manager"), collectively, the "Parties."

RECITALS

WHEREAS, City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager desires to manage and operate the quarry beachfront, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to turn over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations. Manager shall have access to property from June 16, 2017 to September 11, 2017.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations.

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach, open to the public for a daily admission fee shall be 11 a.m. to 5 p.m., seven days per week from June 22st through Labor Day 2017. Hours and date of opening can be altered with the approval of both Parties.

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time.

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) All users will need to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Lifejackets and wristbands will be required for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from City with respect to such records and shall confer with City at all reasonable times, upon request, concerning the operations of the Quarry and the Quarryview Community Center. In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V
HOLD HARMLESS

5.1 Indemnification. Manager agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this use as a result of the use and/or occupancy of the premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Manager including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the premises, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry unrelated to the Services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or

arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the date hereof and continue in full force and effect during the 2017 summer swimming season at the Quarry ending on or about the end of the Labor Day weekend, but in no event later than September 11, 2017. This Agreement may be renewed for one successive year summer swimming season upon written agreement of the Parties, subject to such modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

ARTICLE VII MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. If Notice is sent by mail as provided above, it also shall be sent on the date of mailing by facsimile transmission to the facsimile number, if any, designated by the other party in writing for receipt of such notice. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or

agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

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

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

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

MANAGER:

EOS RECREATION

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

By: _____

Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

Susan Richards
City Clerk

Date: _____

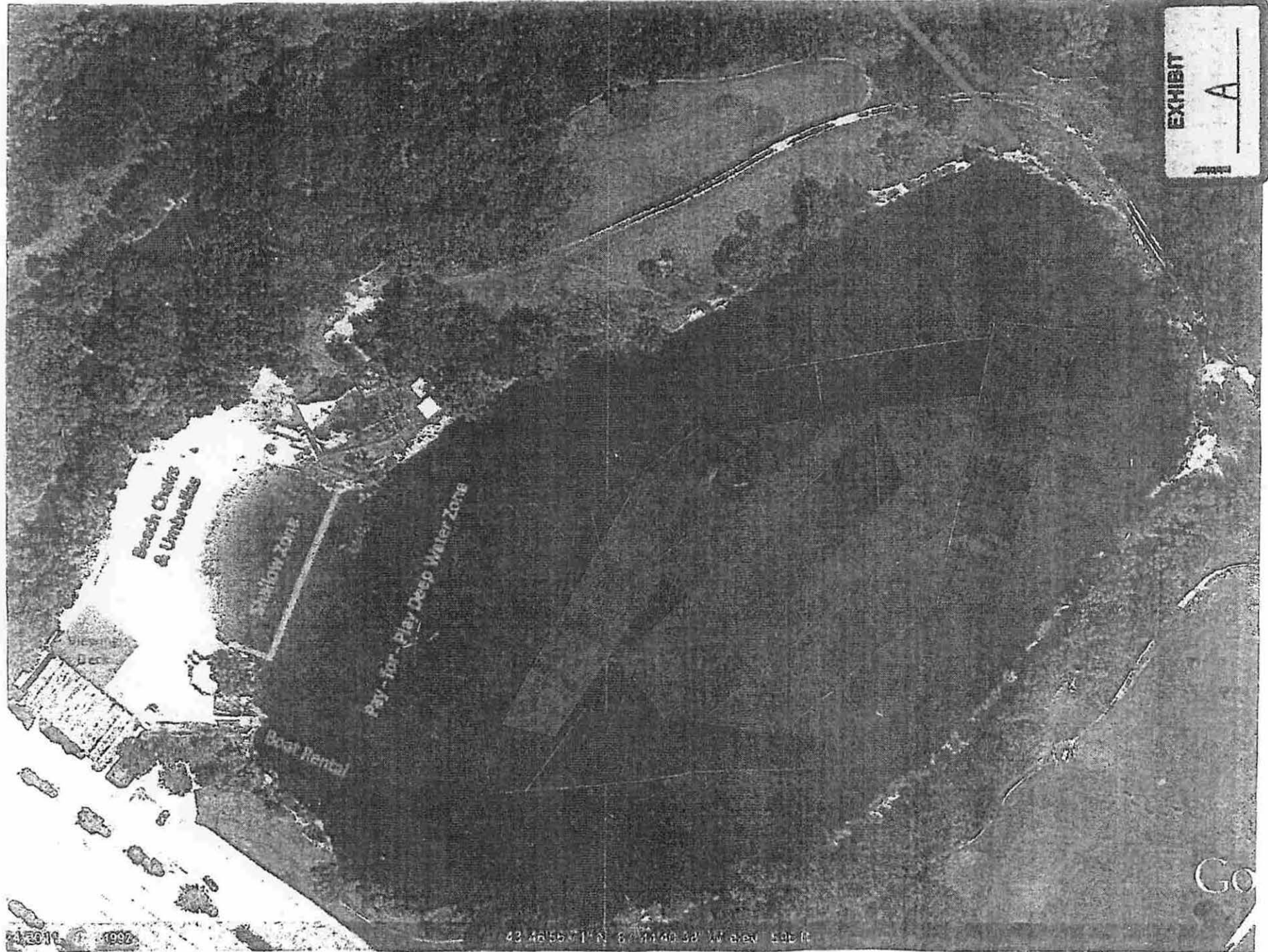
Agmts-Management Services Agmt-Quarry-033115

EXHIBIT "A"

[DPW to provide photo or drawings identifying areas covered by Management Services Agreement]

EXHIBIT

A



Beech Chairs & Umbrellas

Shallow Zone

Pay-for-Play Deep Water Zone

Boat Rental

Go

43 4855 71 N 6 40 40 38 W Area 142 ft

2011 1992

VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 19-17-18 by Alderperson Wolf authorizing entering into contract for the provision and installation of a Digital Closed Circuit Security Camera System including short term archiving for the Municipal Service Building; 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

IIIIV

III

5.3

Res. No. 19 - 17 - 18. By Alderperson Wolf. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the provision and installation of a Digital Closed Circuit Security Camera System including short term archiving for the Municipal Service Building.

WHEREAS: The Municipal Service Building covers approximately 100,000 square feet of space not including the adjacent yards, driveways and entrances. In order to adequately protect this vast City property, a digital security camera system is warranted which will enable live monitoring as well as short term- archived storage of the monitoring through which the City will protect its property and;

WHEREAS: The City issued a Request for Bids #1919-17 for the work and the low bid was found to meet or exceed all of the specifications. The storage server at the heart of the system will be installed in the data center at City Hall and will utilize the fiber optic link for data transfer.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with JSM Secure Inc. of Sheboygan Falls, WI for the purchase and installation of a Digital, Closed Circuit Security Camera System for the Municipal Service Building in the amount of \$49,306.72 all inclusive.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$49,306.72 on Account # 47633110-621200 in payment of same.

Public 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

VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 20-17-18 by Alderperson Wolf authorizing entering into contract for the purchase and installation of 64 steel lockers and accessories at the Municipal Service Building; 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

5.4

Res. No. 20 - 17 - 18. By Alderperson Wolf. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of 64 Steel lockers and accessories at the Municipal Service Building.

WHEREAS: The locker room at the Municipal Service Building has not been updated since the building was built in the 1960's and is in need of an upgrade and;

WHEREAS: There are currently far more lockers in fair to poor condition in the room than are needed for the current and projected future workforce resulting in a cramped, uncomfortable environment. The City issued a Request for Bids for replacement of the lockers and the low bid has been found to meet all of the specifications. Following removal of the current lockers, some light remodeling and cleaning of the area will precede the installation of the new lockers and equipment.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Storage Concepts Inc. of Port Washington WI for the purchase and installation of 64 Penco Steel Lockers and accessories in the amount of \$30,015.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$30,015.00 on Account # 47633110-621200 in payment of same.

Public 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

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 24-17-18 by Alderperson Donohue authorizing entering into contract for the replacement of the two main heating boilers, including circulation pumps and controls for the Mead Public Library; 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

IIIIV

III

5.2

Res. No. 24 - 17 - 18. By Alderperson Donohue. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of the two main heating boilers, including circulation pumps and controls for the Mead Public Library.

WHEREAS: The Mead Public Library was constructed in 1974 and the two main heating boilers are original to the building. Over the past several years the Library has made a concerted effort to upgrade original heating and cooling equipment with new, energy efficient, dependable equipment. The two forty-three year old boilers are the final step in this multi-year plan and;

WHEREAS: The Purchasing Agent issued a Request for Bids for the replacement of the equipment. A review of the bids and shop drawings by the City's engineering firm, Fredericksen Engineering determined that the bid submitted by J&H Heating, Inc. of Port Washington WI meets or exceeds all specifications and is also the lowest cost bid amongst those received.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with J & H Heating Inc. of Port Washington, WI for the complete removal and replacement of the two Mead Library main heating boilers including controls and circulation pumps and removal/disposal of the old electric standby Generator in the amount of \$174,772.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 47651100-621200 in payment of same.

*Finance
Personnel
approve*

[Signature]

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

VIII

R. C. No. _____ - 16 - 17. By FINANCE AND PERSONNEL. June 19, 2017.

Your Committee to whom was referred Res. No. 25-17-18 by Alderperson Bohren authorizing the Office of the City Administrator to proceed with issuance of the City of Sheboygan 2017 community survey; recommends that the Resolution be passed along with the attached survey.

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

5.3

Res. No. 25 - 17 - 18. By Alderperson Bohren. June 5, 2017.

A RESOLUTION authorizing the Office of the City Administrator to proceed with issuance of the City of Sheboygan 2017 community survey.

WHEREAS: The Office of the City Administrator has identified the need to issue the 2017 community survey in anticipation of the Common Council's review of the 2018 Executive Budget and review of progress in meeting goals of the Strategic Plan.

WHEREAS: The survey will be available to citizens by an on-line survey service, Mead Public Library and Senior Activity Center.

RESOLVED: That the Office of the City Administrator is hereby authorized to issue the City of Sheboygan 2017 community survey.

*Finance + Personnel
approve Res
& attachment*

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

2017 City of Sheboygan Community Survey

Thank you for helping shape the City of Sheboygan by taking our annual Community Survey. We value the opinions and ideas of our residents. We use your feedback to help determine how well we are doing meeting the goals you have helped us establish in the Strategic Plan. Your comments will provide the tools we need to improve and advance our city. Thank you for taking the time to complete this survey. We will share the results with you shortly.

1. Which of the following best describes your opinion of the general quality of life in the City of Sheboygan?

- Excellent
- Good
- Fair
- Poor

2. In your opinion, in which direction is the city headed?

- Improving
- Steady / The Same
- Declining

3. How do you think the City of Sheboygan is doing in each of the following areas?

	Excellent	Good	Fair	Poor
Overall performance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Managing the taxpayer's money	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Keeping citizens informed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Delivering services efficiently	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Focusing on the priorities that matter most to citizens	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household:

	Very Important	Important	Neutral	Not Important
Attracting and keeping businesses in Sheboygan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Very Important	Important	Neutral	Not Important
Availability of sidewalks and walking paths	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Availability of bike lanes and bike paths	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City parks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community events	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Emergency medical services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Leaf pick-up	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Library services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall city administration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pedestrian safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Police services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Protecting our natural environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public access to Lake Michigan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public transit services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Recycling and garbage collection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Residential yard waste	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Services for people in need	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street cleaning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street maintenance / pavement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street tree maintenance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Support for the neighborhoods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Support for arts in the community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
WSCS - Cable TV (city owned station)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Zoning and land use	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Using the same list, please indicate how well you think the city is doing in each area.

	Excellent	Good	Fair	Poor	No Opinion
Attracting and keeping businesses in Sheboygan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Availability of sidewalks and walking paths	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Availability of bike lanes and bike paths	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City parks	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Community events	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Emergency medical services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Leaf pick-up	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Library services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall city administration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pedestrian safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Police services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Protecting our natural environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public access to Lake Michigan	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public transit services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Recycling and garbage collection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Residential yard waste	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Services for people in need	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street cleaning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street maintenance and pavement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Street tree maintenance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Support for the neighborhoods	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Support for the arts in the community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
WSCS - Cable TV (city owned station)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Excellent	Good	Fair	Poor	No Opinion
Zoning and land use	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

6. How would you rate the overall services received from the following departments?

	Excellent	Good	Fair	Poor	No Opinion
Building Inspection	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City Administrator's Office	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City Attorney's Office	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City Clerk's Office	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Common Council	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Property Assessment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Finance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fire	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Human Resources	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Housing Authority	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Information Technology	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mayor's Office	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Mead Public Library	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Municipal Court	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Planning and Development	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Police	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public Works	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Senior Activity Center	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Shoreline Metro	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Water Utility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. Which of the following, if any, do you use for information about the City of Sheboygan? Check all that apply.

- City website
- Police Department website
- Police Department Facebook
- Water Utility website
- Sheboygan Insider (city's monthly e-newsletter)
- Sheboygan Press
- Sheboygan Sun
- Shoreline Metro website
- Shoreline Metro Facebook
- Plymouth Review - The Beacon
- WSCS - Cable Television Channel (city owned station)
- WHBL - Radio
- Mayor's Blog
- Twitter
- Nextdoor.com (neighborhood social networking website)
- Neighborhood Association meetings

Other (please specify)

8. The cost of providing city services continues to rise due to a number of factors. Those city services can be paid through property taxes, direct user fees and charges or a combination of both. How would you prefer the city to address rising costs? Please choose one answer.

- Increase property taxes - do not increase user fees
- Use a combination of increased property taxes and user fees and charges
- Increase user fees and charges - do not increase property taxes
- Cut spending and services
- No opinion

9. How long have you lived in Sheboygan?

- Less than 2 years
- 2 to 5 years
- 6 to 10 years
- 11 to 25 years
- More than 25 years

10. Please share with us any comments you wish to make.

11. Thank you for taking the time to complete the 2017 Community Survey. If you would like a chance to win a \$100 Sheboygan County Chamber Cash Gift certificate, please provide your name, address, telephone number and email address in the spaces below.

Name

Address

Telephone Number

Email Address

VIII

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 29-17-18 by Alderperson Draughton authorizing acceptance of the 2017 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation; 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

IIIIV

III

5.7

Res. No. 29 - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing acceptance of the 2017 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has been awarded a Beat Patrol grant in the amount of \$121,434 from the State of Wisconsin, Department of Justice.

WHEREAS, the Beat Patrol Grant program provides funds to support additional police personnel for community work and Beat Patrols for the period January 1, 2017 through December 31, 2017.

WHEREAS, the grant is a continuation of the Beat Patrol Grant awarded in 2016; and

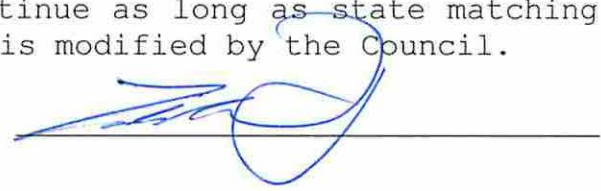
WHEREAS, the funding received would be \$121,434 from the State of Wisconsin with a local match of \$40,478 (25%) required.

Whereas, the City of Sheboygan Police Department is also eligible for funding for calendar year 2018 dependent on state budget decisions.

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.

BE IT FURTHER RESOLVED: that the City of Sheboygan will meet the obligations of the grant including appropriating a matching allocation for the project and such appropriation shall continue as long as state matching aids are available, or until this resolution is modified by the Council.

Pub 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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorizing Acceptance for the 2017 Wisconsin Justice System Improvement, Beat Patrol Grant.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: June 7, 2017

MEETING DATE: June 14, 2017

FISCAL SUMMARY:

Budget Line Item: 10121000-434211
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: \$ 121,434.00

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Wisconsin Beat Patrol Grant program provides state General Purpose Revenue to ten communities to support additional police personnel for community work and beat patrols. The grant is non-competitive and limited eligibility. The City of Sheboygan is eligible for \$121,434 in funds a year with a required match of \$40,478. The City of Sheboygan is eligible for funding for the years 2016, 2017 and 2018, dependent on state budget decisions.

STAFF COMMENTS:

The City has previously accepted this funding in 2016 to support an additional patrol officer position and additional beat patrol activity. This grant funding was included in the 2017 budget approved by the Common Council and supports the North and South side Beat Patrol Officer positions identified in the City's Strategic Plan.

ACTION REQUESTED:

Motion to approve acceptance of the grant funding.

ATTACHMENTS:

- I. Res. No. 29-17-18

VIII

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 31-17-18 by Alderperson Draughton authorizing acceptance of the 2017 Wisconsin Bureau of Transportation Safety, Alcohol 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

5.9

Res. No. 31 - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing acceptance of 2017 Wisconsin Bureau of Transportation Safety, Alcohol Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a grant in the total amount of \$60,480 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in Alcohol Enforcement.

WHEREAS, in order to obtain the grant in the amount of \$60,480 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 \$60,480 from Federal sources with a local match of 25% required;

WHEREAS, the 25% match would be met within the current 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.

Pub 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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorize Acceptance of the 2017 Wisconsin Bureau of Transportation Safety, Alcohol Enforcement Grant.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: June 7, 2017

MEETING DATE: June 14, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The City of Sheboygan has been offered the opportunity to obtain and administer a 2017 task force grant in the amount of \$ 60,480 from the Wisconsin Department of Transportation, Bureau of Transportation Safety to assist in developing the City and County's capacity to provide additional patrols engaging in Alcohol Enforcement.

STAFF COMMENTS:

The City of Sheboygan Police Department and other Sheboygan County law enforcement agencies have participated in grant funding opportunities to prevent impaired and intoxicated driving in the city and county, including as part of a pilot project in 2015 - 2016 to help create best practice in High Visibility Education and Enforcement (HVEE) efforts to reduce the incidence of intoxicated driving. These funds will be used towards education and enforcement efforts throughout the county to reduce intoxicated driving and other crime and traffic related concerns through data driven deployments.

ACTION REQUESTED:

Motion to approve and authorize the Chief of Police to sign all documents necessary for the acceptance and administration of the grant.

ATTACHMENTS:

- I. Res. No. 32-17-18

VIII

R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 32-17-18 by Alderperson Wolf authorizing executing a long-term stormwater management maintenance agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project; 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

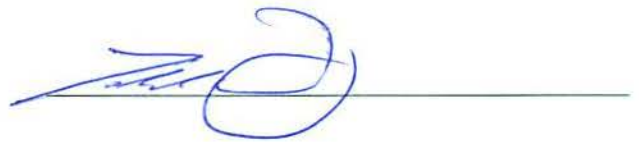
5.10

Res. No. 32 - 17 - 18. By Alderperson Wolf. June 5, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute a long-term stormwater management maintenance agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project.

RESOLVED: That the appropriate City Officials execute a long-term stormwater management maintenance agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project.

*Pub. atts
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

**LONG-TERM STORMWATER MANAGEMENT
MAINTENANCE AGREEMENT**

SITE NAME

Woodview Avenue, Ridgewood Lane, South 13th Street, in the City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin.

PROPERTY LEGAL DESCRIPTION

EASEMENT #1

BEING PART OF LOTS 6, 7, 12 & 13 OF BLOCK 2 OF THE PLAT OF SUNNYSIDE SUBDIVISION (NOW WOODVIEW AVENUE) AND THE ADJACENT SOUTH 13TH STREET R/W LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 3, T. 14 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF LOT 10, BLOCK 2 OF THE PLAT OF SUNNYSIDE SUBDIVISION, SAID CORNER ALSO BEING A POINT ON THE EAST R/W LINE OF SOUTH 14TH STREET, THENCE NORTH, ALONG SAID EAST R/W LINE 178.0' TO THE INTERSECTION OF SAID EAST R/W LINE WITH THE SOUTH R/W LINE OF WOODVIEW AVENUE AND THE POINT OF BEGINNING. THENCE EAST ALONG SAID SOUTH R/W LINE AND ITS EXTENSION, 299.6'± TO THE EAST R/W LINE OF SOUTH 13TH STREET, THENCE NORTH ALONG SAID EAST R/W LINE 60'± TO THE EASTERLY EXTENSION OF THE NORTH R/W LINE OF WOODVIEW AVENUE, THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH R/W LINE OF SAID WOODVIEW AVENUE 299.6'± TO THE INTERSECTION OF SAID NORTH R/W LINE WITH THE EAST R/W LINE OF SOUTH 14TH STREET, THENCE SOUTH 60'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROXIMATELY 17,855 SQ. FT.

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

Parcel Ident. No.

EASEMENT #2

BEING PART OF THE SOUTH 13TH STREET RIGHT OF WAY LOCATED IN THE PLAT OF SUNNYSIDE SUBDIVISION AND THE UNPLATTED LAND LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 3, T. 14 N., R. 23 E. LOCATED IN THE TOWN OF WILSON, SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF LOT 6, BLOCK 1 OF THE PLAT OF SUNNYSIDE SUBDIVISION. THAT BEING A POINT ON THE EAST R/W LINE OF SOUTH 13TH STREET AND ALSO BEING THE POINT OF BEGINNING. THENCE NORTH, ALONG SAID EAST R/W LINE 710'± TO THE INTERSECTION OF SAID EAST R/W LINE WITH THE SOUTH LINE OF A C.S.M. RECORDED IN VOLUME 10, PAGE 96 OF CERTIFIED SURVEYS, SAID LINE ALSO BEING A POINT ON THE NORTH R/W LINE OF RIDGEWOOD LANE, THENCE WEST ALONG SAID NORTH R/W LINE 60'± TO ITS INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF SOUTH 13TH STREET, THENCE SOUTH, ALONG SAID WEST R/W LINE AND ITS EXTENSION 735'± TO ITS INTERSECTION WITH THE NORTH R/W LINE OF WOODVIEW AVENUE, SAID INTERSECTION BEING A POINT ON THE EAST LINE OF LOT 6, BLOCK 2 OF THE PLAT OF SUNNYSIDE SUBDIVISION 34'± SOUTH OF THE NE CORNER OF

SAID LOT, THENCE EAST 34.8'± TO THE EAST R/W LINE OF SOUTH 13TH STREET, THENCE NORTH ALONG SAID EAST R/W LINE 26'±, THENCE EAST ALONG SAID R/W LINE 25.2'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROXIMATELY 43,420 SQ. FT.

THIS AGREEMENT is made and entered into this ___ day of _____, 2017 by and between the City of Sheboygan ("City") and the Town of Wilson ("Town.")

WHEREAS, the parties have previously entered into an agreement regarding the construction of storm sewer infrastructure within the street easements for Woodview Avenue and South 13th Street in the City and Town, as described as Easement #1 and Easement #2, above; and

WHEREAS, the storm sewer infrastructure consists of sewer pipes and other components, including manholes and inlets within the street easements; and

WHEREAS, the nature of the boundary between the City and Town means that some sections of the storm sewer infrastructure are in the City and others are in the Town; and

WHEREAS, there is no boundary agreement between the communities, meaning boundaries between the parties could shift.

NOW THEREFORE, in consideration of the foregoing premises, the previous cooperation between the parties in constructing the storm sewer infrastructure referred to in this agreement, and the mutual covenants contained herein, the parties hereby agree that each party shall be responsible for the inspection, maintenance, and repair of those portions of the storm sewer infrastructure within its own boundaries.

CITY OF SHEBOYGAN

By: _____

Title _____

Date _____

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ___ day of _____, 2017, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My commission _____

TOWN OF WILSON

By:

Title

Date

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ____ day of _____, 2017, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My commission _____

This instrument drafted by:
Charles C. Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 01021454

VIII

R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 33-17-18 by Alderperson Wolf informing the Wisconsin Department of Natural Resources (WDNR) that the 2016 Compliance Maintenance Annual Report (CMAR) has been reviewed; 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

5.11

Res. No. 33 - 17 - 18. By Alderperson Wolf. June 5, 2017.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2016 Compliance Maintenance Annual Report (CMAR) has been reviewed:

RESOLVED: that the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2016 CMAR, which is attached to this resolution,

BE IT FURTHER RESOLVED: that the 2016 CMAR having received a Grade of "A" require no further action by Council,

BE IT FURTHER RESOLVED: that the 2016 CMAR be accepted and placed on file.

*Public 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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) the 2016 Compliance Maintenance Annual Report (CMAR) for the Sheboygan Regional Wastewater Treatment Plant (WWTP) has been reviewed by Council.

REPORT PREPARED BY:

Sharon Thieszen, WWTP Superintendent

REPORT DATE:

May 31, 2017

MEETING DATE:

June 5, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes: Chapter NR 208,
Wis Adm. Code
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Compliance Maintenance Annual Report (CMAR) is required by Chapter NR 208, Wis Adm. Code for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements.

STAFF COMMENTS:

The Sheboygan Regional WWTP received a grade of an "A" on all of the evaluation criteria. There are no compliance issues, thus, no further action required at this time.

ACTION REQUESTED:

The WDNR requires a resolution to be submitted with the CMAR documenting that the Common Council has reviewed the document. The CMAR is filed electronically and is due to the Wisconsin DNR by June 30, 2017.

ATTACHMENTS:

The draft Sheboygan Regional WWTP 2016 CMAR is attached.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

6/2/2017

2016

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	10.0471	x	125	x	8.34	=	10,445
February	10.7266	x	122	x	8.34	=	10,918
March	15.2646	x	82	x	8.34	=	10,445
April	15.1606	x	84	x	8.34	=	10,674
May	11.3862	x	156	x	8.34	=	14,822
June	10.0360	x	182	x	8.34	=	15,237
July	10.0278	x	171	x	8.34	=	14,301
August	8.8402	x	192	x	8.34	=	14,191
September	10.6000	x	162	x	8.34	=	14,298
October	10.2799	x	162	x	8.34	=	13,885
November	9.0212	x	168	x	8.34	=	12,606
December	10.1035	x	148	x	8.34	=	12,431

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design (C)BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
--------------	---------------	--------------

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was not affected by receiving hte hauled-in waste referenced above. The Grease Trap waste was accepted as a High Strength Waste and pumped to the anaerobic digestion process.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Food processing wastes (cheese, sausage, and whey), landfill leachate, municipal wastewater treatment plant sludge, and coal combustion residual contact water. Industrial grease trap waste and waste from ethanol production were also accepted for discharge directly into the anaerobic digesters. Samples were collected from each load discharged. The samples were then analyzed to determine waste load allocations and the strength of the waste.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	2	1	0	0
March	25	22.5	2	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	2	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

There is no effluent flow meter.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

Yes

No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

Yes

No

N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results						
1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:						
Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	3	1	0	0
February	30	27	3	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	3	1	0	0
June	30	27	3	1	0	0
July	30	27	1	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	3	1	0	0
November	30	27	3	1	0	0
December	30	27	3	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0
<p>NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>						
1.2 If any violations occurred, what action was taken to regain compliance?						

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.6	1	0
February	.9	0.6	1	0
March	.9	0.6	1	0
April	.9	0.6	1	0
May	.9	0.5	1	0
June	.9	0.3	1	0
July	.9	0.4	1	0
August	.9	0.5	1	0
September	.9	0.7	1	0
October	.9	0.6	1	0
November	.9	0.6	1	0
December	.9	0.7	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Class A biosolids hauled away by Sure Gro LLC to use a Class A, EQ product. The City of Sheboygan also used a small portion of the Class A, EQ biosolids produced on City owned and residential property.

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

9391.10 acres

2.1.2 How many acres did you use?

1192 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		4.2		3.1		3		4.3		4.2		5.3			0	0
Cadmium		39		.29		.26		.17		.3		.46		<.26			0	0
Copper		1500		261		240		251		257		280		276			0	0
Lead		300		18.3		13.5		32.1		16.2		16.7		15.7			0	0
Mercury		17		.31		.19		.19		.23		.29		.16			0	0
Molybdenum	60		75	7.9		6.5		6.4		7.2		8		8.9		0		0
Nickel				13.9		11.7		12.9		13.8		13.6		15.6		0		0
Selenium				.96		1.1		2.4		3.1		3.5		<2.2		0		0
Zinc		2800		301		257		305		288		322		349			0	0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

6/2/2017

2016

Outfall No. 003 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75					14.7									0	0
Cadmium		39	85					<1.3									0	0
Copper		1500	4300					1330									0	0
Lead		300	840					86.9									0	0
Mercury		17	57					1.3									0	0
Molybdenum	60		75					36.1								0		0
Nickel	336		420					74.5								0		0
Selenium	80		100					<14.7								0		0
Zinc		2800	7500					1500									0	0

Outfall No. 002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<9.8		3.6		3.9		3.8		5.2		5.2			0	0
Cadmium		39	85	<1		.26		.18		.38		<.072		<2.5			0	0
Copper		1500	4300	262		251		260		259		280		269			0	0
Lead		300	840	16.3		14.3		18.1		14.9		21.4		15.1			0	0
Mercury		17	57	.26		.17		1.4		.42		.54		.17			0	0
Molybdenum	60		75	9.5		6.3		6.7		6.8		7.4		8.1		0		0
Nickel	336		420	15.1		11.9		12.8		15.2		17.8		16.1		0		0
Selenium	80		100	<12		1.4		3.5		2.8		3.6		<2.1		0		0
Zinc		2800	7500	343		263		266		289		343		339			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2016 - 02/29/2016
Density:	12,100
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2016 - 04/30/2016
Density:	12,100
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2016 - 06/30/2016
Density:	11,600
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2016 - 08/31/2016
Density:	249,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2016 - 10/31/2016
Density:	249,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2016 - 12/31/2016
Density:	439,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2016 - 06/30/2016
Density:	17,100
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	Centrifuge cake outfall

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2016 - 02/29/2016
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2016 - 04/30/2016
Density:	78
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2016 - 06/30/2016
Density:	5
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2016 - 08/31/2016
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2016 - 10/31/2016
Density:	4
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2016 - 12/31/2016
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

- Yes (40 Points)
- No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	02/29/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	04/30/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

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Outfall Number:	002
Method Date:	08/31/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	10/31/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	12/31/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	003
Method Date:	06/30/2016
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	01/28/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.60

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Outfall Number:	004
Method Date:	03/30/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.40

Outfall Number:	004
Method Date:	05/04/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.30

Outfall Number:	004
Method Date:	07/18/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.60

Outfall Number:	004
Method Date:	09/12/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.80

Outfall Number:	004
Method Date:	12/01/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

6. Biosolids Storage

0

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<p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"> ● <input type="radio"/> >= 180 days (0 Points) ○ <input type="radio"/> 150 - 179 days (10 Points) ○ <input type="radio"/> 120 - 149 days (20 Points) ○ <input type="radio"/> 90 - 119 days (30 Points) ○ <input type="radio"/> < 90 days (40 Points) ○ <input type="radio"/> N/A (0 Points) <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- Yes
- No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- Yes
- No

If No, please explain:

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- Yes (Continue with question 2)
- No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- Yes
- No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- Yes
 - Paper file system
 - Computer system
 - Both paper and computer system
- No (10 points)

0

3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- Yes
- No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- Excellent
- Very good
- Good
- Fair
- Poor

Describe your rating:

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Older plant is well maintained so critical equipment continues to function. Very skilled maintenance staff onsite.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

SHARON R THIESZEN

Certification No:

35358

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems		X		
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information

Name:

Nancy Buss

Telephone:

9204593304

(XXX) XXX-XXXX

E-Mail Address
(optional):

nancy.buss@sheboyganwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- Yes (0 points)
- No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year:

2016

- 0-2 years ago (0 points)
- 3 or more years ago (20 points)
- N/A (private facility)

2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- Yes (0 points)
- No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2016

- 1-2 years ago (0 points)
- 3 or more years ago (20 points)
- N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 5,055,968.61

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 5,055,968.61

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 182,339.40

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$ 5,238,308.01

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 2,326,938.00

Please note: If you had a CWF loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
None reported			

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	51,541	351
February	53,400	335
March	67,108	169
April	71,327	121
May	48,460	29
June	43,190	0
July	41,480	0
August	43,503	1
September	46,477	0
October	41,757	0
November	43,574	21
December	52,063	176
Total	603,880	1,203
Average	50,323	150

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	158,400	311.46	509	323.80	489	26,767
February	223,200	311.07	718	316.62	705	2,892
March	213,600	473.20	451	323.80	660	4,773
April	240,000	454.82	528	320.22	749	901
May	175,200	352.97	496	459.48	381	786
June	170,400	301.08	566	457.11	373	1,304
July	280,800	310.86	903	443.33	633	760
August	261,600	274.05	955	439.92	595	766
September	280,800	318.00	883	428.94	655	887
October	249,600	318.68	783	430.44	580	887
November	232,800	270.64	860	378.18	616	5,749
December	280,800	313.21	897	385.36	729	8,523
Total	2,767,200	4,010.04		4,707.20		54,995
Average	230,600	334.17	712	392.27	597	4,583

7.1.2 Comments:

Total electricity consumed equals total electricity purchased. Electricity generated is not included in above totals.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

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7.2.2 Comments:

Effluent pumping is for reuse within treatment plant.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

2005

By Whom:

Focus on Energy and Internal

Describe and Comment:

Previous study to assess baseline energy prior to plant efficiency upgrades and combined heat and power program.

Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Increased sewer jetting and cleaning. Reduce infiltration and inflow and eliminate SSOs.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

WPDES Permit WI-0025411-09-0

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/05/2016

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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A description of routine operation and maintenance activities (see question 2 below)

Capacity assessment program

Basement back assessment and correction

Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements

Construction, Inspection, and Testing

Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

Responsible personnel communication procedures

Response order, timing and clean-up

Public notification protocols

Training

Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

Infiltration/Inflow (I/I) Analysis

Sewer System Evaluation Survey (SSES)

Sewer Evaluation and Capacity Management Plan (SECAP)

Lift Station Evaluation Report

Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="78"/>	% of system/year
Root removal	<input type="text" value="2.5"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="8"/>	% of system/year
Manhole inspections	<input type="text" value="74"/>	% of system/year
Lift station O&M	<input type="text" value="50"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1.3"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0.9"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)

Sewer pipe failures (pipe failures/sewer mile/yr)

Sanitary sewer overflows (number/sewer mile/yr)

Basement backups (number/sewer mile)

Complaints (number/sewer mile)

Peaking factor ratio (Peak Monthly:Annual Daily Avg)

Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume (MG)
0	01/21/2016 9:30:00 AM - 01/22/2016 9:45:00 AM	Cracked forcemain at 2645 N. 3rd Street (North Avenue Pump Station), along shore of Lake Michigan	Broken Sewer, Broken Sewer	0.2240 - 0.2240
1	09/09/2016 11:30:00 AM - 09/09/2016 12:30:00 PM	Manhole SA-32-013 at 3017 Saemann Avenue	Plugged Sewer	0.0060 - 0.0060

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

The forcemain which ruptured on 01/21/16 and caused an SSO is currently under design for replacement. A campaign, No Wipes Down the Pipes, was launched after the SSO on 09/09/16 which was due to wipes creating a blockage in the sewer. The public education campaign is targeting communities, schools, and industries.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

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If Yes, please describe:

Infiltration/inflow lead to increased flows at hte lift stations and treatment plant resulting in additional pumping and grit removal at the treatment plant.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Total annual precipitation increased in 2016 from 2015 which resulted in higher flows to the lift stations and treatment plant due to infiltration/inflow.

5.4 What is being done to address infiltration/inflow in your collection system?

Increased manhole and sewer rehabilitation is planned to reduce the infiltration/inflow into the collection system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

IX

R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. June 19, 2017.

Your Committee to whom was referred Gen. Ord. No. 7-17-18 by Alderperson Wolf creating a no parking, stopping, or standing zone on the north and south side of Indiana Avenue west of S. 10th Street; recommend passing the Ordinance.

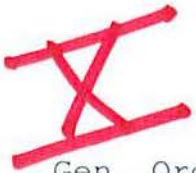
Consent

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



7.3

Gen. Ord. No. 7 - 17 - 18. By Alderperson Wolf. June 5, 2017.

AN ORDINANCE creating a no parking, stopping, or standing zone on the north and south side of Indiana Avenue west of S. 10th 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 north and south side of Indiana Avenue from the west curb line of S. 10th Street to 30 feet west of S. 10th 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.

*Pub. Works
approve.*



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. June 19, 2017.

Your Committee to whom was referred Gen. Ord. No. 9-17-18 by Alderperson Wolf creating a no parking, stopping, or standing zone on the north and south side of Indiana Avenue east of S. 10th Street; recommends that the Ordinance be passed.

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

~~IX~~

7.5.

Gen. Ord. No. 9 - 17 - 18. By Alderperson Wolf. June 5, 2017.

AN ORDINANCE creating a no parking, stopping, or standing zone on the north and south side of Indiana Avenue east of S. 10th 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 north and south side of Indiana Avenue from the east curb line of S. 10th Street to 30 feet east of S. 10th 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.

*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

IX

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred Gen. Ord. No. 8-17-18 by Alderpersons Donohue and Bohren repealing and replacing Section 2-338 of the Municipal Code relating to purchasing procedure so as to require the city administrator to create and regularly review and update a policy related to purchasing procedures; 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

~~IX~~

7.4

Gen. Ord. No. 8 - 17 - 18. By Alderpersons Donohue and Bohren.
June 5, 2017.

AN ORDINANCE repealing and replacing Section 2-338 of the Municipal Code relating to purchasing procedure so as to require the city administrator to create and regularly review and update a policy related to purchasing procedures.

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

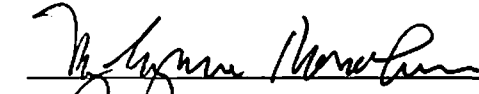
Section 1. Section 2-338 of the Municipal Code entitled "Purchasing procedure" is hereby repealed and replaced to read as follows:

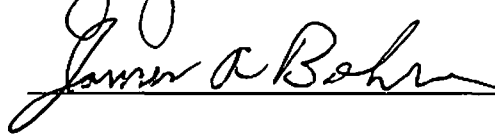
"Sec. 2-338. *Purchasing procedure.*

- (a) The purchasing agent shall prepare or approve all standards and written specifications for supplies, equipment and services. All such specifications shall permit competition wherever practicable.
- (b) All public construction contracts shall be bid in accordance with state statutes.
- (c) The City Administrator shall establish, maintain, and from time to time amend, a policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection (b) above. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy. Additionally, said policy shall be kept on file as section 2-338 in the supplement to this Code on file in the city clerk's office."

~~Finance &
Personnel~~
approve.

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

PROCUREMENT POLICY

I. PURPOSE

To allow the City to acquire, on a competitive basis, all goods and services at the best value possible and operate in a manner than maximizes the effectiveness and efficiency of services provided by the City.

II. POLICY

This policy establishes a Purchasing Office and a Purchasing Agent. The Purchasing Office will have the responsibility to institute and maintain an effective and economical program for the purchase of goods and services. The Purchasing Agent, reporting to the Finance Director, will ensure the proper and efficient administration of this program, and monitor compliance with these procedures, rules and regulations throughout City operations.

The purpose of the purchasing program is to enable departments to acquire needed equipment, materials, supplies and services of suitable quality for the purpose intended from the lowest priced responsible and responsive bidder while enhancing competition and providing fair opportunity and equitable treatment for all vendors.

This will be accomplished by utilizing a combined effort between City departments and the Purchasing Office. The Purchasing Office will concentrate efforts on standardizing and centralizing purchases of common use items among all departments while enlisting individual department's expertise in purchasing specialized items unique to their departments. When purchasing these specialized items, the individual departments become responsible for ensuring that the provisions of this policy are followed.

The policy pertains to all agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Failure to comply with this policy may result in loss of individual purchasing authority and/or disciplinary action up to and including discharge.

III. DEFINITIONS

Auction Administrator. The Purchasing Agent shall be assigned by the City to assist departments in selecting an auction type and venue, establish procedures and responsibilities, and conduct online auctions for the sale of surplus supplies or equipment.

Bid. A formal price solicited from a vendor for a good or service. Bids are required to conform to specific terms and well defined specifications contained in the solicitation documents. A sealed written bid is required with public notice setting a specific time and place to open all bids received for any project defined as public construction.

City. The City of Sheboygan, WI

Contract. An agreement between one or more parties to do something or provide specific goods or services.

Contract Cost. Total cost of a contract, whether for one or more years.

Contractual Services. Includes, but may not be limited to: telephone, gas, water, electric light, power and heating services; towel and cleaning services; leases for grounds, buildings, equipment, maintenance, office or other space required by the using department; and the rental, repair or maintenance of equipment, machinery or other property owned by the City.

Council. The Common Council of the City of Sheboygan.

Department. All agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Professional Services. Services, the value of which are substantially measured by the professional competence of the persons performing them and which are not susceptible to realistic competition by cost alone. Such services include, but shall not be limited to those customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial advisors, medical and social service providers, computer software applications, systems development/implementation, management and other consultants, promotional programs such as marketing and advertising, and such other specific services as determined by the Mayor or his/her designee.

Proposal. A plan received from a vendor and the related cost of implementing the plan. Proposals are usually requested when the specifications or scope of the services needed

cannot be adequately prepared to provide all prospective vendors a complete and accurate description of the work to be performed. Vendors are asked to propose their best solution to the needs defined in the solicitation. Proposals are often requested when soliciting costs for professional services, high-tech equipment, other specialized equipment and research and development expenditures.

Public Construction. Substantial repairs, remodeling, construction or other changes to any City owned land or building (Wisconsin Statute 62.15).

Quotation. An informal type of bid received from a vendor offering to sell a product or service. The quotation will contain specified pricing, terms and conditions of sale. The quotation may be either in writing (including a price list or catalog) or verbal, depending upon the dollar value as outlined in IV.C (2)(3).

Request for Proposal (RFP). All documents, whether attached or incorporated by reference used for soliciting proposals for professional services.

Service. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than usual reports, materials or drawings which are the end result of and incidental to the required performance.

IV. PROCEDURES

A. PURCHASING MANUAL

The Purchasing Agent shall be responsible for updating and maintaining the procurement policy, which set forth the authorized purchasing procedures and the rules and regulations in connection therewith which shall be approved by the Common Council.

B. DEPARTMENT SPECIFIC PURCHASES

In order to take advantage of the technical expertise within the various City departments, department personnel will have the authority to purchase specialized items unique to their operations. The Purchasing Office will be available to serve in an advisory capacity. However, if the department wishes, the responsibility for the purchase of these specialized items may be turned over to the Purchasing Office. The individual coordinating the purchase will be responsible for ensuring that all provisions of the procurement policy are followed. Upon request of the Purchasing Agent, departments will furnish copies of quotes and other documentation to show compliance with the procurement policy.

If a question arises over the categorization of a purchase as specialized or non-specialized, the Finance Director will make the final determination.

C. PURCHASING AND CONTRACTING LEVELS

The City Administrator shall establish, maintain, and from time to time amend, the policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection 4 below. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy.

Purchases of and contracts for supplies, materials, equipment and contractual services shall be based on competitive bids/quotations whenever practical subject to the following spending guidelines. However, for all purchases the Purchasing Agent reserves the right to coordinate the purchase of like items where such purchase is beneficial and practical to the City.

- 1. Purchases up to \$1,000 may be made based on the best judgment of the department making the purchase, except as section IV.D (Standard Contracts) and Information Technology related equipment, section IV.S. However, it is recommended to seek competition for these purchases for the lowest prices within the parameters of quality and delivery. Accordingly, the department is encouraged to seek competition from as many sources as reasonable to assure best price and delivery.**
- 2. Purchases of \$5,000 or more (other than Public Works Construction Projects) require that written quotations be solicited. Additionally, any new contracts or agreements for services or equipment with an anticipated contract cost of \$50,000 or more require the approval of the Common Council prior to execution. New contracts or agreements shall be defined as those which:
 - a) Are for services or equipment procured on a special or one-time basis; or**
 - b) Are not for the renewal or re-award of existing, previously approved and budgeted, ongoing operational requirements (i.e. existing maintenance agreements); or**
 - c) Are not defined by either (a) or (b), but have an anticipated total contract cost in excess of \$100,000 (i.e. janitorial, etc)****
- 3. Public Works Construction Projects. In accordance with Wisconsin Statute 62.15, all such projects for which the cost is expected to be greater than \$25,000 must be competitively bid. The City Attorney's Office will determine the applicability of this statute to individual projects.**

The bidding and awarding processes are detailed in Wisconsin Statute 66.0901. All public works bids and staff recommendations will be submitted through the Public Works Committee for Common Council approval.

D. STANDARD CONTRACTS

When the Purchasing Agent has standardized the purchasing of a good or service and has issued standard purchase orders or contracts for these goods or services, such goods or services shall be purchased from the agreed upon vendor for the length of the agreement. The standard contracts will usually be let on an annual basis. Each department will be supplied with a catalog. Departments will forward requested purchases to the Purchasing Office, where requisitions to the supplier will be issued. Exceptions will be made only when the requisition clearly states the reason for which the standard item is unacceptable.

E. COOPERATIVE PURCHASING

The Purchasing Agent shall have authority to join with other units of government, with quasi-governmental agencies funded in whole or in part by the City, and with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served. Competitively bid cooperative purchasing contracts onto which the City "piggybacks" are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

F. PURCHASING FROM GOVERNMENT UNITS

Materials, supplies, machinery and equipment offered for sale by the federal, state, county government or by any municipality may be purchased without bids at prices to be agreed upon between the Purchasing Agent and the respective department for which the item is to be acquired. Expert assistance for appraisal of such items may be employed at the discretion of the Purchasing Agent.

G. SOLE SOURCE

Purchases of goods or services under \$50,000 may be made without competition when it is agreed in advance between the department and the Purchasing Office that there is a valid reason to purchase from one source or that only one source is available.

1. For sole source purchases less than \$5,000, departments other than DPW, shall obtain verbal approval from the Purchasing Office, and document the reasons and agreement at the department level. The Purchasing Agent may suggest or assist in locating additional competitive sources.
2. For sole source purchases over \$5,000 but less than \$50,000 other than Public Works Construction Projects, a written justification shall be forwarded to the Purchasing Agent,

who will either concur with the sole source or assist in locating additional competitive sources.

3. Any sole source purchase over \$5,000 must be approved by the City Administrator.
4. The use of the sole source exception to the competitive bidding process will expire on an annual basis.

H. EMERGENCY PURCHASES

For emergency purchases greater than \$750, but less than \$5,000, all City departments shall enter and complete a purchase requisition in the MUNIS system and "release" for approvals. The requisition number should be provided to the vendor when placing an order. The following situations constitute an emergency under this provision of the policy:

1. Any situation in which there exists immediate and substantial danger to the health, life or property of any person or any situation in which there exists potential for increased damage to City property if the situation is not immediately remedied:
2. Any situation where the normal operation of any City department is seriously impaired or is in jeopardy of being seriously impaired; or
3. When the Mayor's Office declares an emergency.

I. PURCHASE OF RECYCLED MATERIALS

The Purchasing Agent will ensure that the average recycled content of all paper purchased by the City measured as a proportion by weight, of the fiber content of all paper products purchased in the year is not less than those percentages specified in Wisconsin Statute 66.0131 (3) (a) (2). If at all possible, when purchasing chemicals, the Purchasing Agent shall purchase non-toxic, green chemicals.

J. PURCHASE ORDER

The routine purchase of goods and services between \$750 and less than \$50,000 will be processed by entering a purchase order requisition into the MUNIS system. After required approvals the purchase requisition will be converted to a purchase order. The purchase order will be emailed or faxed to the vendor for processing. In no case will goods and services be delivered prior to the vendor receiving a purchase order. Purchases under \$750 do not require a purchase order unless the department deems it would be beneficial.

K. SERIAL CONTRACTING

No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the

same community or service in any 90 day period in order to avoid the requirements of the procurement policy.

L. APPROPRIATIONS

All purchases shall be made in accordance with the appropriations (budget) that have been approved by the Common Council for the operation of the respective City departments. The responsibility for not exceeding existing appropriations rests with the department head making the requisitions or purchases.

M. LOWEST RESPONSIBLE BIDDER AND BEST VALUE CONCEPT

All purchases shall be made in accordance with the following procedures, except as otherwise provided by resolution of the Common Council:

1. Award to a responsible bidder who submits the responsive bid which is most advantageous to the City, based on quality, price and delivery. An award shall not be made without authorization of the Common Council, following a prior recommendation by the Purchasing Agent. When an award is not made to the lowest bidder, a complete statement of the reasons shall be prepared and retained in the permanent bid file.
2. When all other factors are comparable, the award shall be made to a responsible bidder whose materials are manufactured to the greatest extent in the United States. Award shall not be made on the basis if the Purchasing Agent or other person having contracting authority in respect to the purchase determines that the materials are not manufactured in the United States in sufficient or reasonably available quantities or the quality of materials is sufficiently less than the quality of similar available materials manufactured outside the United States.
3. The purchasing agent may reject any or all bids or may waive informalities in the bidding process.

N. PROCUREMENT OF SERVICES

Whenever practical, the purchase of all services should be based on competitive bids/quotations/proposals subject to the spending guidelines noted in Procedure IV (C) of this policy. This includes, but is not limited to, the following categories of services:

Professional Services. Consulting and expert services provided by an organization or individual.

Contractor Services. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance.

Client Services. Those services provided directly to individuals on behalf of the City.

Construction Services. Services provided in the construction of roads, buildings or other facilities.

Technology Services. Services provided in the design, development, installation, and/or operation or maintenance of automated computer systems, including hardware and software.

If it is estimated that the service being solicited has a total cost of over \$15,000 and the value of the service is substantially measured by the professional competence of the providers rather than cost alone, it is recommended that a Request for Proposal (RFP) be used to solicit vendor responses or quality based selection criteria. The Purchasing Office is available to assist in these situations.

O. PROHIBITED BUSINESS TRANSACTIONS

Employees are not allowed to participate directly or indirectly in a purchase when the employee, or a member of the employee's family, has a financial interest in the purchase or the employee, or a member of the employee's family, is negotiating or has an arrangement concerning prospective employment with the supplier.

Purchases for services or goods should not be made from employees of the City unless the employee can be considered an independent contractor as defined by the Internal Revenue Service.

Employees of the City are not allowed to use City negotiated discounts or the City's tax exempt status to purchase goods or services for their own personal use or gain.

The City of Sheboygan Code of Ethics Policy shall be reference regarding receipt of gifts. Employees who receive offers of gifts or other improper attempts to influence purchasing decisions should report this to their supervisor and/or the Purchasing Agent, who will in turn consult with the City Attorney's office to determine the appropriate course of action.

P. SURPLUS OR OBSOLETE SUPPLIES OR EQUIPMENT

The Purchasing Agent shall be responsible for and shall have the authority for the disposal of obsolete, excess, unused or scrap materials, supplies and equipment. All revenues shall be deposited with the City Finance department.

Q. INSURANCE REQUIREMENTS

The Purchasing Agent shall have the authority to require a performance bond or other similar instrument or surety in such amount as is reasonably necessary to protect the best interest of the City before entering into a contract.

R. OPEN RECORDS/PUBLIC INFORMATION

With few exceptions, records related to governmental purchasing are subject to public access under Wisconsin's Open Records Law. This includes, but is not limited to, quotes, bids, proposals, purchase orders and related correspondence. While employees may ask that open records requests be made in writing, the requestor is not required to do so.

- 1. When conducting public bid openings, the names of the bidders and certain bid details, including price shall be read aloud. In the case of proposal (RFP) openings, only the names of the proposers shall be read aloud. In either case, copies of the bids or proposals are not made available, nor is inspection of the documents permitted, until contract award has been submitted for approval to the Common Council.**
- 2. Vendors requesting confidentiality of their quotes, bids, proposals or portions thereof must identify the confidential materials as such and state the specific, legitimate reason(s), i.e. trade secret, propriety customer list.**
- 3. Questions regarding compliance with an open records request should be referred to the City Attorney's Office.**

S. INFORMATION TECHNOLOGY RELATED EQUIPMENT AND SUPPLIES

In order to ensure compatibility and maintain standards for the City's information system, all purchases of information technology equipment, supplies and services must be initiated by and acquired through the Information Technology Department. This includes, but may not be limited to, computers, software, printers, copiers, ink, toners, repair parts, support and maintenance services, telephone equipment, scanners or any peripheral device which interfaces with any part of the City's information systems. Information Technology staff should be the primary vendor point of contact for all information technology needs. In turn, the Information Technology Department is responsible for adhering to the provisions of this policy when conducting such procurement activities.

T. SHORELINE METRO

Procurement activities by or for Shoreline Metro are subject to the provisions of the Federal Transit Administration "Appendix A of Procurement Policies." A current version of this Appendix is available upon request to Shoreline Metro administrative staff. In

addition, agencies issuing paratransit service contracts through Shoreline Metro will complete a procurement checklist, attach the appropriate documentation and submit it to the Shoreline Metro Manager or his/her designee for review to ensure federal compliance.

II

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

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

*Finance &
Personnel*

City Clerk

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STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)
NYHUIS ENTERPRISES, LLC
447 FOREST BLVD
SHEBOYGAN FALLS, WI 53085

See attached for additional plaintiffs.

-vs-

To: Defendant(s): (Name [first, middle, last], Address, City, State, Zip)
PATRICK FIRICH
3910 N. FIELD DRIVE
SHEBOYGAN, WI 53083-0101

See attached for additional defendants.

SHEBOYGAN COUNTY
 WISCONSIN
 17 MAY 17 3:22 PM
 FILED
 CLERK CIRCUIT COURT
 Hon. Angela W. Sunkiewicz

**Summons and Complaint
 Small Claims**

Case No. 17SC1187

- Claim for money (\$10,000 or less) 31001
- Tort/Personal injury (\$5,000 or less) 31010
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31008

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

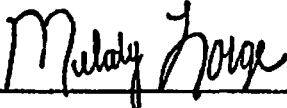
You are being sued as described on the attached complaint. If you wish to dispute this matter.

You must appear at the time and place stated.

AND/OR

You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date	Time
JUN 12 2017	8:30 AM
Place to Appear/File an Answer	
COURT COMMISSIONER B-10 LOWER LEVEL 615 N. SIXTH STREET SHEBOYGAN, WI 53081	
Clerk/Attorney Signature	Date Summons Issued
	MAY 17 2017
	Date Summons Mailed

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for *(Check as appropriate)*

- Claim for Money \$ 3,814.55
- Tort/Personal Injury \$ _____
- Return of property (replevin) *(Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)*
- Eviction
- Eviction due to foreclosure
- Return of Earnest Money
- Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

MONETARY DAMAGES SUFFERED AS A RESULT OF DEFENDANT'S NEGLIGENT LIES AND ACTIONS.

See attached for additional information. Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

Notarization is not required if this Complaint is electronically filed.		I am the: <input checked="" type="checkbox"/> plaintiff. <input type="checkbox"/> attorney for the plaintiff. <i>jsb</i>	
State of <u>Wisconsin</u>	Plaintiff/Attorney <u>NYHUIS ENTERPRISES, LLC</u>	Date <u>5-17-17</u>	
County of <u>Sherburne</u>	Plaintiff's/Attorney's Telephone Number <u>920-207-6560</u>	Attorney's State Bar Number _____	
Subscribed and sworn to before me on <u>5-17-18</u>	Law Firm and Address <u>KEVIN S. NYHUIS member</u>		
<i>[Signature]</i> Notary Public/Not Official	<u>Kevin S. Nyhuis</u>		
Name Printed or Typed <u>EMERSON D. NEISS</u>	<u>920-207-6560</u>		
My commission/term expires: <u>Deputy Clerk</u>			

II

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

Submitting a request from Mayor Mike Vandersteen, on behalf of the City of Sheboygan, to use one of the City's free Blue Harbor Conference Center days to host a meeting of the Urban Alliance League of Wisconsin Municipalities on July 28, 2017.

*Finance &
Personnel.*

City Clerk

III

II

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

Submitting a claim from William J. Borzyskowski for alleged damages to his vehicle when a City garbage truck backed up into his car.

*Finance &
Personnel*

City Clerk

DATE RECEIVED 6/6/17

RECEIVED BY ckl

CLAIM NO. 08-17

CITY OF SHERBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 6 '17 AM 8:44

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: WILLIAM J BORZYSKOWSKI
2. Home address of Claimant: 528 WHITCOMB AVE
3. Home phone number: 920 889 7537
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 05/26/2017 @ 8:39 A.M.

6. Where did damage or injury occur? (give full description) 528 WHITCOMB AVE
VEHICLE WAS LEGALLY PARKED ON NORTH SIDE OF WHITCOMB AVE
IN FRONT OF MY RESIDENCE

7. How did damage or injury occur? (give full description) CITY GARBAGE TRUCK
BACKED INTO MY 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: _____

(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: _____

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 GRILL, HEADLIGHT AND BUMPER, FLOOD, PLUS DRIVER'S
SLIDE FRONT FENDER

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

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

Auto: \$ 2795.93

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 171.29

CAR RENTAL TOTAL \$ 2967.22

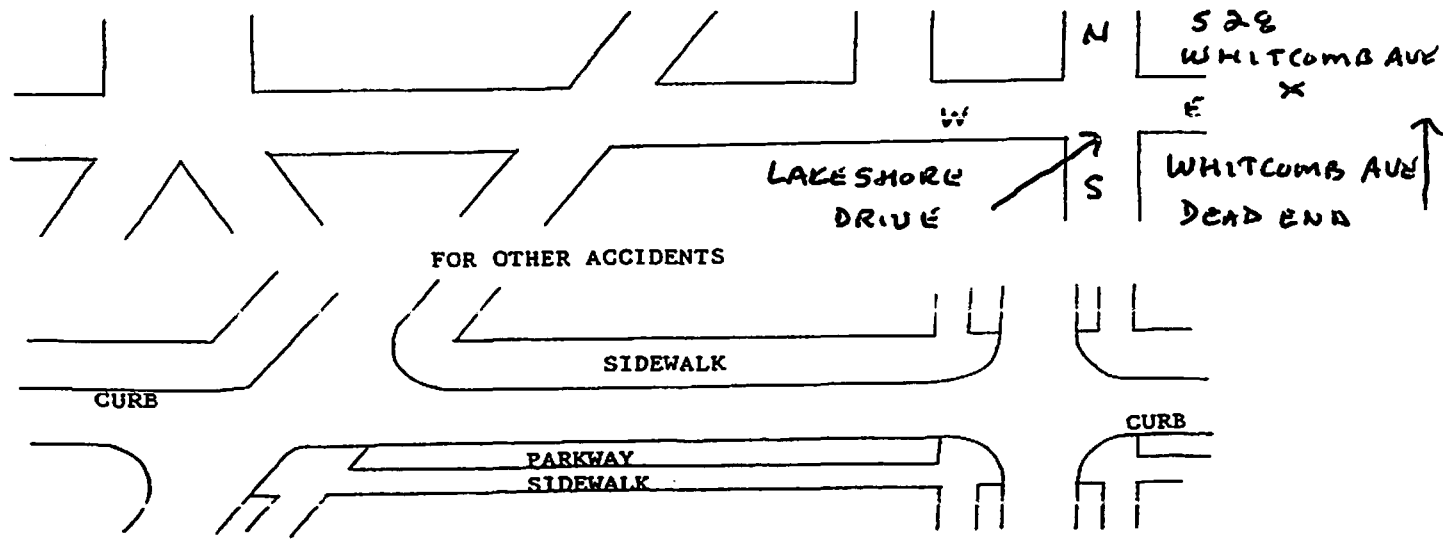
Damaged vehicle (if applicable)

Make: CHEV Model: TANOE Year: 1997 Mileage: 110682

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 W. Baypl DATE 6/6/2017

DATE RECEIVED 6/6/17

RECEIVED BY ckl

CLAIM NO. 08-17

CLAIM

JUN 6 '17 AM 8:44

Claimant's Name:	<u>WILLIAM J BORZYSKOWSKI</u> Auto	\$ <u>2795.93</u>
Claimant's Address:	<u>528 WHITCOMB AVE</u> Property	\$ _____
	<u>SHEBOYGAN, WI. 53081</u> Personal Injury	\$ _____
Claimant's Phone No.	<u>420 884 7537</u> Other (Specify below)	\$ <u>171.29</u>
	<u>CAR RENTAL</u> TOTAL	\$ <u>2967.22</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 \$ 2967.22.

SIGNED WJ Borzyskowski

DATE: 6/6/2017

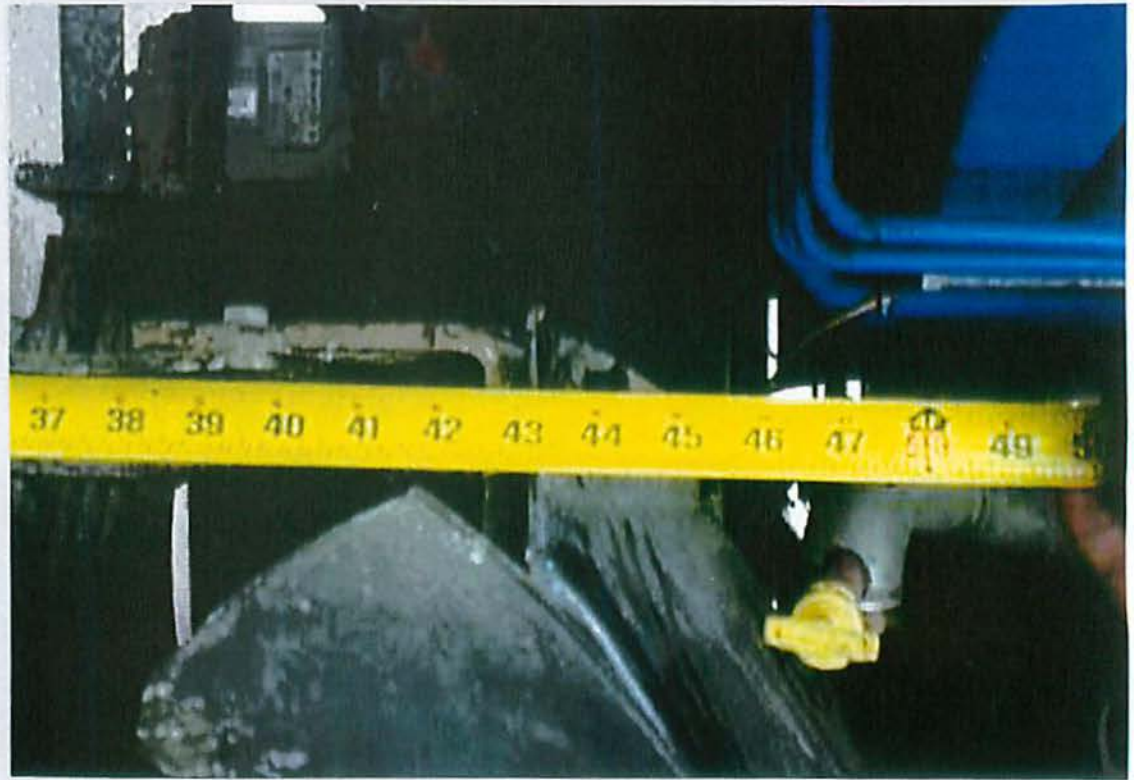
ADDRESS: 528 WHITCOMB AVE
SHEBOYGAN, WI. 53081

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









POLICE # C17-10534

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number G7L09FXHLB		Document Override Number	
Agency Accident Number				Police Number C17-10534					
4 - Accident Date 05/26/2017		5 - Time of Accident (Military Time) 0839		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name WHITCOMB AVE			14 - Bus/Fmt/Rmp		15 - Est. Dist 266	Ft/Mi F	15 - Hwy. Dir EAST
16 - Frt/At Hwy No.		16 - Frnt/At Street Name LAKESHORE DR			16 - Business/Frontage/Ramp				
17 - Structure Type H		17 - Structure Number 528		12 - Latitude 43.723972641535			13 - Longitude -87.70931216441		
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision SIDESWIPE. SAME DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather FOG-SMOG-SMOKE			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone			<input type="checkbox"/> Names Exchanged	
<input type="checkbox"/> Supplemental Reports		<input type="checkbox"/> Witness Statements			<input type="checkbox"/> Measurements Taken		79 - E M S Number		

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE		23 - Dir Of Travel EAST		24 - Speed Limit 25		
36 - Operating as Classified B		37 - Endorsements			<input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number P4205417945405			30 - State WI	31 - Expiration Year 2022		34 - On Duty Accident		
25 - Operator/Pedestrian Last Name POLICH				25 - First Name MARK		25 - Middle Initial A	25 - Suffix	
32 - Date Of Birth 12/14/1979		33 - Sex M						
26 - Address Street & Number 2709 PERSHING AVE						26 - PO Box		
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53083		28 - Telephone Number		
39 - Seat Position FRONT-SEAT-LEFT				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED				
38 - Injury Severity N - NO APPARENT INJURY			41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location			92 - Pedestrian Action			
119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 0		
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.		
122 - Driver Factors UNSAFE-BACKING								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-INSERT-TRUCK			22 - Total Occupants 1
	56 - License Plate Number 88070		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3BPZL50X1DF176541
	50 - Year 2013	51 - Make PTRB	52 - Model CAB CHASS	53 - Body Style CB	54 - Color WHI	100 - Skidmarks to Impact (FI)
	94 - Vehicle Damage MIDDLE PASSENGER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY OF					
	47 - Address Street & Number 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company SHEBOYGAN CITY OF		

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status L - LEGALLY PARKED		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel WEST	24 - Speed Limit 77
36 - Operating as Classified D		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name		25 - First Name		25 - Middle Initial	25 - Suffix
32 - Date Of Birth		33 - Sex			
26 - Address Street & Number				26 - PO Box	

PK2011

OPERATOR/PEDESTRIAN 02	27 - City	27 - State	27 - Zip Code	28 - Telephone Number
	39 - Seat Position	40 - Safety Equipment		
	38 - Injury Severity	41 - Airbag	42 - Ejected	44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY-PARKED	120 - Traffic Control NO-CONTROL	62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
	64 - 5th Statute No.			
	122 - Driver Factors NOT-APPLICABLE			
	88 - Driver or Pedestrian Cond	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
	90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test	
91 - Drugs Reported				
124 - Highway Factors				

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE	Vehicle Type PASSENGER-CAR	22 - Total Occupants 0
	56 - License Plate Number 189HRE	57 - Plate Type AUT	58 - State WI
	59 - Exp Year	55 - Vehicle Identification Number 1GNEK13R8VJ383646	
	50 - Year 1997	51 - Make CHEV	52 - Model SUBURBAN
	53 - Body Style 4D	54 - Color BLK	100 - Skidmarks to Impact (FI)
	94 - Vehicle Damage FRONT DRIVER SIDE		
95 - Extent Of Damage MODERATE	96 <input type="checkbox"/> Vehicle Towed Due To Damage	97 - Vehicle Removed By OWNER	
123 - Vehicle Factors NOT-APPLICABLE			

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name BORZYSKOWSKI	46 - First Name WILLIAM	46 - Middle Initial J	46 - Suffix	Date Of Birth 08/05/1955
	46 - Company Name				
	47 - Address Street & Number 528 WHITCOMB AVE			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-889-7537	

Insurance

INS 02	63 - Liability Insurance Company ACUITY, A MUTUAL INSURANCE CO	60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name BORZYSKOWSKI	61 - Policy Holder First Name WILLIAM
	61 - Policy Holder Company	

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT #2 PARKED W/B 528 WHITCOMB AVE. UNIT #1 BACKING E/B IN ROADWAY 500 WHITCOMB AVE. UNIT #1 DRIVER STATED HE SAW VEHICLE PARKED TO THE WEST OF UNIT #1, BUT FAILED TO SEE UNIT #2.</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name RUPNICK	125 - First Name JOHN	125 - Middle Initial	131 - Officer ID 246
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 05/26/2017	133 - Time Notified (Military Time) 0839	134 - Time Arrived (Military Time) 0842	135 - Date Of Report 05/26/2017
	Agency Accident Number	Police Number C17-10534	19 - Special Study	
	18 - Agency Space			

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 ***

05/26/2017 09:48 AM

Owner

Owner: WILLIAM BORZYSKOWSKI
Address: 528 WHITCOMB AVE.
City State Zip: Sheboygan, WI 53081

Cell: (920)889-7537
FAX:

Inspection

Inspection Date: 05/26/2017 09:46 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Front Corner
Appraiser Name: Jeff Wiegand

Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:
Appraiser License # :

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: 6

Vehicle

OEM Part Price Quote ID: ****

1997 Chevrolet Tahoe LT 4 DR Wagon
8cyl Gasoline 5.7
4 Speed Automatic

Lic.Plate: 189HRE
Lic Expire:
Prod Date:
Vch Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: 20,41

Lic State: WI
VIN: 1GNEK13R8VJ383646
Mileage: 110,663
Mileage Type: Actual
Code: U8074A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Aluminum/Alloy Wheels
Chrome Bumper(s)

AM/FM Stereo Tape
Anti-Lock Brakes
Composite/European HdImps

Air Conditioning
Automatic Dimming Mirror
Cruise Control

Digital Clock	Dual Airbags	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Roof/Luggage Rack	Tachometer
Tilt Steering Wheel		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	107		Mldg,Fender Lower L/R	R & I Assembly				0.2	SM
2	Ri	109		Mldg,Wheeel Opening LT	R & i Assembly				0.4	SM
Front Bumper										
3	EP	36		Strip,Front Impact	Replace PXN	\$48.50			0.2	SM
4	EP	13		Brace,Front Bumper LT	Replace PXN	\$27.00			1.5	SM
5	EP	61		Brkt,Front Bumper Mtg LT	Replace PXN	\$25.50			0.2	SM
Front End Panel And Lamps										
6	OE	28	49	Grille Assembly	Replace PXN OE Srpls	\$296.68			0.8	SM
7	EP	41		Headlamp Assy,Halogen LT	Replace PXN	\$157.67			0.3	SM
8	N	973		Headlamps Aim	Additional Labor				0.4	SM
Front Body And Windshield										
9	EP	83		Panel,Hood	Replace PXN	\$372.00			2.0	SM
10	L	83	13	Panel,Hood	Refinish				6.3	RF
					3.3 Surface					
					1.4 Edge					
					0.6 Two-stage setup					
					1.0 Two-stage					
11	EP	103		Fender,Front LT	Replace PXN	\$198.97			2.1	SM
12	L	103		Fender,Front LT	Refinish				3.0	RF
					2.0 Surface					
					0.5 Edge					
					0.5 Two-stage					
Manual Entries										
13	SB	M06		Pinstripes-Painted	Sublet Repair	\$125.00*		+25.00		RF
				>> BECKLINES HAND PAINTED						
14	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
14	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OE Surplus Parts		\$296.68	
Other Parts		\$829.64	
Paint & Materials	9.3 Hours @ \$38.00	\$353.40	
Parts & Material Total			\$1,479.72
Tax on Parts & Material	@ 5.500%		\$81.38

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	7.7	0.4	8.1	\$469.80
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	9.3		9.3	\$539.40
Labor Total				17.4 Hours	\$1,009.20
Tax on Labor		@ 5.500%			\$55.51
Sublet Repairs					\$161.25
Tax on Sublet		@ 5.500%			\$8.87
Gross Total					\$2,795.93
Net Total					\$2,795.93

Alternate Parts Y/07/00/01/01/00 CUM 07/00/01/01/00 Zip Code: 53001 Default
 OEM Part Prices DT 05/26/2017 09:48 AM EstimateID 297380839103184896 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.035 ES 05/26/2017 09:53 AM REL 8.0.035 DT 05/01/2017 DB 05/15/2017
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2.1 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/Rebld |
| 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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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 ***

05/26/2017 12:12 PM

Owner

Owner: William Borzyskowski
Address: 528 Whitcomb Ave
City State Zip: Sheboygan, WI 53081
Email: wborzyskowski@gmail.com

Home/Day: (920)889-7537
Cell: (920)889-7537
FAX:

Inspection

Inspection Date: 05/26/2017 05:54 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: 5*

Remarks

*** Original Estimate ***

Vehicle

OEM Part Price Quote ID: ****

1997 Chevrolet Tahoe LT 4 DR Wagon
8cyl Gasoline 5.7
4 Speed Automatic

Lic.Plate: 189-HRE
Lic Expire:
Prod Date: 03/1997
Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: 20,41

Lic State: WI
VIN: 1GNEK13R8VJ383646
Mileage: 110,676
Mileage Type: Actual
Code: U8074A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM Stereo Tape	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Automatic Dimming Mirror
Chrome Bumper(s)	Composite/European HdImps	Cruise Control
Digital Clock	Dual Airbags	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Roof/Luggage Rack	Tachometer
Tilt Steering Wheel		

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings								
1	RI	109	Mldg,Wheel Opening LT	R & I Assembly			0.4	SM
Front Bumper								
2	EU	101	Bumper Assembly,Front >> >>Rhine Auto {95%}	Replace Recycled	\$100.00*	+25.00	0.5	SM
Front End Panel And Lamps								
3	EU	28	Grille Assembly >> >>Rhine Auto	Replace Recycled	\$75.00*	+25.00	0.8	SM
4	EU	41	Headlamp Assy,Halogen LT >> Rhine Auto	Replace Recycled	\$75.00*	+25.00	0.3	SM
5	N	973	Headlamps Aim	Additional Labor			0.4	SM
Front Body And Windshield								
6	EU	83	Panel,Hood >> >>Needs Clean Up	Replace Recycled	\$100.00*	+25.00	0.9	SM
7	L	83	13 Panel,Hood	Refinish 3.3 Surface 1.4 Edge 0.6 Two-stage setup 1.0 Two-stage			6.3	RF
8	EC	103	Fender,Front LT >> >>Keystone (Capa)	Replace Economy	\$201.00*		2.1	SM
9	L	103	Fender,Front LT	Refinish 2.0 Surface 0.5 Edge 0.5 Two-stage			3.0	RF
Front Doors								
10	RI	231	Pnl,Inner Door Trim LT	R & I Assembly			0.6	SM
11	I	310	Mirror,Outer R/C LT >> >>Repair Housing & Disassebile To Refinish	Repair			1.0*	SM
12	L	310	Mirror,Outer R/C LT	Refinish 0.5 Surface			0.5	RF
13	RI	310	Mirror,Outer R/C LT	R & I Assembly			0.3	SM
Manual Entries								
14	L	M14	Corrosion Protection	Refinish			0.2*	RF
15	EC		Cover car exterior	Replace Economy	\$5.00*		0.2*	SM
16	EC		Pinstripes-Tape	Replace Economy	\$39.95*		0.3*	SM
17	N		De-Nib and polish	Additional Labor				SM*
18	N		Hazad, waste	Additional Labor	\$5.00*			SM
19	I		Used Hood	Repair			2.5*	SM*

>> >> Clean up used hood

19 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$600.95	
Paint & Materials	10.0 Hours @ \$38.00	\$380.00	
Line Item Markup		\$87.50	
Parts & Material Total			\$1,068.45
Tax on Parts & Material	@ 5.500%		\$58.76

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	6.4	3.9	10.3	\$597.40
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	10.0		10.0	\$580.00
Labor Total				20.3 Hours	\$1,177.40
Tax on Labor		@ 5.500%			\$64.76
Gross Total					\$2,369.37
Net Total					\$2,369.37

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 05/31/2017 05:55 AM EstimateID 299132776379072512 QuoteID ****
 Rate Name Default

Audatex Estimating 8.0.134 ES 05/31/2017 06:23 AM REL 8.0.134 DT 05/01/2017 DB 05/15/2017
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2.1 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 SUBJECT 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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RENTAL DETAILS FOR JUN 12

Confirmation Number: **1717051158**



PICK-UP

Sheboygan

Date

JUN 12, 2017

Time

12:00 PM

RETURN

Sheboygan

Date

JUN 15, 2017

Time

12:00 PM



Thanks WILLIAM/DONNA, your reservation is confirmed. We look forward to seeing you June 12, 2017.

RENTAL CHECKLIST

- A valid driving license for each driver
- Acceptable method of payment in the renter's name. See your pick-up location's policies for details.
- For additional policy or deposit information, please refer to the Rental Policies section below, or within your email confirmation

RENTER DETAILS

Driver Name: **WILLIAM/DONNA BORZYSKOWSKI**

Email Address: **w****i@gmail.com**

Phone Number: *******7537** Age: **25+**

VEHICLE CLASS

Full Size **\$ 152.97**

For 3 - day(s) \$ 50.99 / day

VEHICLE MILEAGE

Unlimited Mileage **Included**

TAXES & FEES

[LEARN MORE ABOUT TAXES AND FEES](#)

STATE RENTL VEH FEE **\$ 7.75**

TITLE/REGISTRAT FEE **\$ 2.04**

SALES TAX (5.5%) **\$ 8.53**

ESTIMATED TOTAL

Estimated Total due at the counter

\$171.29

II

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

Submitting a communication from Albert Webster requesting a waiver from the Sex Offender Residency restrictions in order to live at 2110A N. 10th St.

Pub. Safety

City Clerk

JUN 7'17 PM 4:10

Date: 06-07-17

My name is: Albert Webster

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

2110A North 10th St.

Signature: Albert Webster

Phone Number: 920-287-1224

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

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

Submitting a communication from Ruben Aguilar requesting a waiver from the Sex Offender Residency restrictions in order to live at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

Pub Safety

City Clerk

JUN 7 '17 PM 2:45

Date: 6/5/2017

My name is: Ruben Aguilar

I am requesting a waiver to the Sexual Residency Requirements so I may live at 930A Michigan Ave or 1123/1125 N. 14th Street Sheboygan WI 53081

Signature: Jana Peters for Ruben Aguilar

Phone Number: 920-918-8058

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

II

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

Submitting a communication from Todd Peterson requesting a waiver from the Sex Offender Residency restrictions in order to live at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

Pub Safety

City Clerk

JUN 2 '17 PM 2:05

Date: 06/02/17_____

My name is: Todd B. Peterson_____

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI
53081.

Signature: Douglas Sundsmo_____

Phone Number:920-918- 8002_____

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Tyshan Simmons requesting a waiver from the Sex Offender Residency restrictions in order to live at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

Pub. Safety

City Clerk

JUN 2 '17 PM 2:04

Date: 06/02/17 _____

My name is: Tyshan Simmons _____

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI
53081.

Signature: Douglas Sundsmo _____

Phone Number: 920-918- 8002 _____

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from David Repinski is questioning assessment #301030 and other assessments pertaining to curb, gutter and repaving of the street(s) as it's been eliminated from future property owners.

Pub. Wks.

City Clerk



PW.

DAVID REPINSKI 835 833 831
825 817 INDIAN
11025 & 1125 S 9TH

IS ASKING ASSESSMENT
#301030 + OTHER ASSESSMENT PERTAINING
TO CURB CUTTER RE PAVING OF STREET

THIS ASSESSMENT
~~IT~~ HAS ALREADY BEEN ELIMINATED
FROM FUTURE PROPERTY TAX OWNERS

IT ALWAYS HAS BEEN A DOUBLE
ASSESSMENT 74.33 (c)

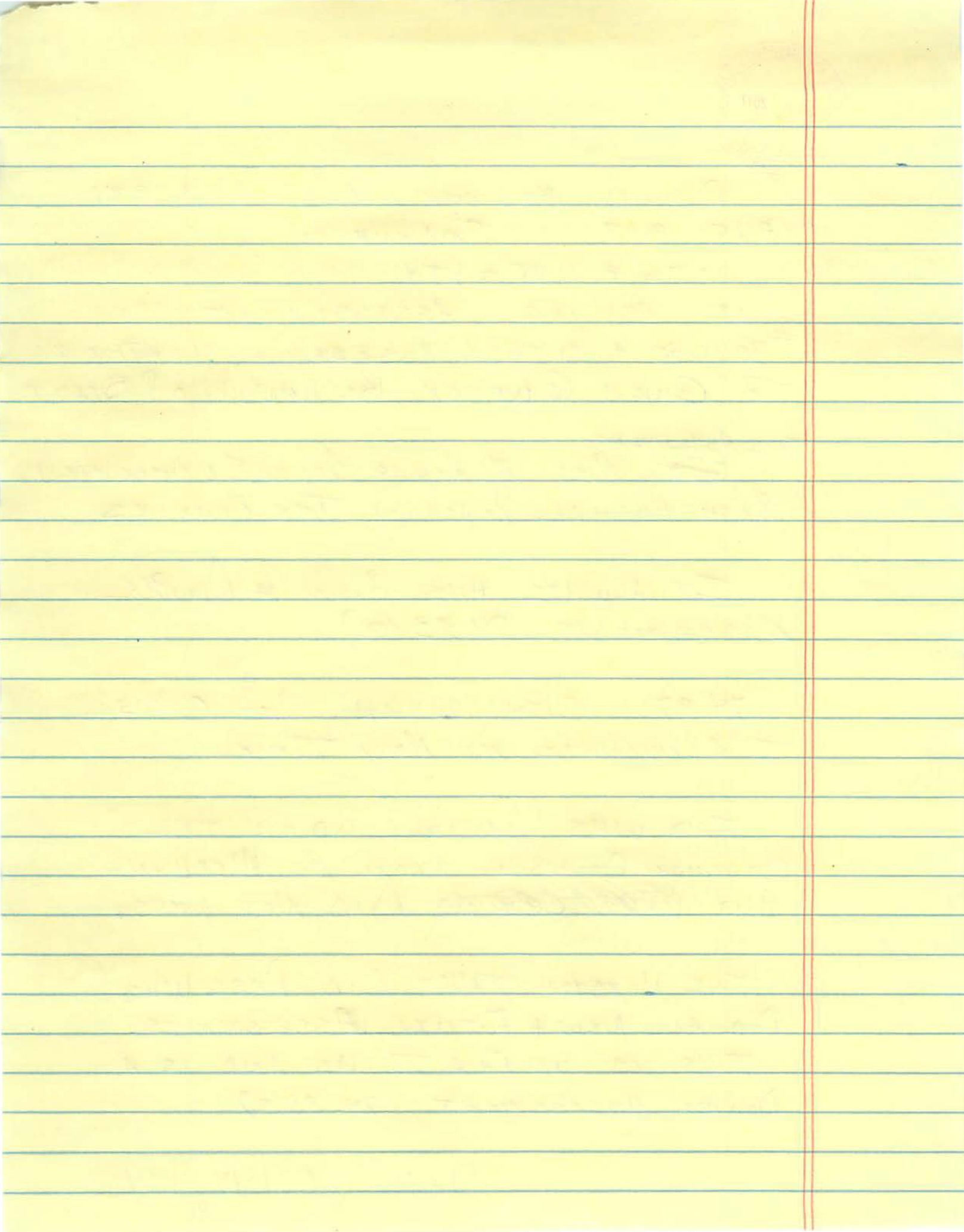
74.87 CITY BOARD MAY CHOOSE
TO ELIMINATE AT ANY TIME

THIS WAS BROUGHT UP ON THE
COMMON COUNSEL FROM BY ALEXMAN
BUT ~~IT DID NOT PASS~~ DID NOT PASS.

THE VERSION THAT DID PASS WAS
FOR ALL NEW & FUTURE ASSESSMENTS.

THIS IS UNFAIR TO US AND IS A
DOUBLE ASSESSMENT 74.33 (c)

Phone: 920.946.9776
cell



CITY OF SHEBOYGAN
 CITY FINANCE DEPARTMENT
 828 CENTER AVE
 SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 301030

BILLING DATE: 3/02/17

REPINSKI, DAVID A.
 835 INDIANA AVE
 SHEBOYGAN WI 53081

ORIGINAL PLAT THE S 30'
 OF LOT 6 BLK 261

The assessment covering the cost of on S. 9TH STREET from INDIANA AVENUE to GEORGIA AVENUE in the amount of \$988.65 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.
2. By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2017, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing MAY 01, 2017.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 5 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 5 successive tax rolls.

These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2018	988.65	197.73	20.23	217.96
2019	790.92	197.73	24.28	222.01
2020	593.19	197.73	18.21	215.94
2021	395.46	197.73	12.14	209.87
2022	197.73	197.73	6.07	203.80
TOTALS		988.65	80.93	1,069.58

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:
 30.00 FT RESURFACING @ \$ 12.80/FT = \$384.00
 29.00 FT CURB & GUTTR @ \$ 20.85/FT = \$604.65
 TOTAL = \$988.65

NOTICE OF POSTPONEMENT: ASSESSMENT NO. 301030
 AMOUNT \$988.65

TO CITY CLERK'S OFFICE:
 I, the undersigned, being the present true owner of this property, do hereby agree to make payment in full for this special assessment on or before November 1st according to Section 66.54 (7)(e), Wisconsin Statutes.

Name _____ Date: _____
 If mailed, please call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

III

Res. No. _____ - 17 - 18. By Alderpersons Donohue and Bohren.
June 19, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for purchase of land and building.

Establish appropriation for purchase of land and building in the General Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund Land and Building 10161100-611100	\$285,000

Lies over

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 Alderpersons Bitters and Donohue.
June 19, 2017.

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2018 - 2022 and adopting the program for implementation.

WHEREAS, the Capital Improvements Commission is served with the responsibility of annually considering requests and establish priorities for municipal improvements, and

WHEREAS, the Common Council approved Res. No. 119-16-17 in November, 2016 which established a Debt Management Policy to maintain the city's outstanding General Obligation Debt at 60 percent of the city's debt limit and eliminated an annual debt issuance cap limitation, and

WHEREAS, as of December, 2016, the total General Obligation Debt for the city in the amount of \$34,834,531 is 28 percent of the statutory five percent limitation of equalized valuation of the city.

RESOLVED: It is recommended the Common Council support the issuance of new General Obligation Debt for Capital Improvement Projects in 2018 of \$5,350,863 and \$6,500,000 for City Hall and adopt the 2018 - 2022 program for implementation.

City Plan

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

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	
REVENUES						
Property Tax Levy: Capital Project Fund						
Police	\$153,986	\$208,325	\$240,800	\$206,300	\$194,000	\$1,003,411
Street Improvement and Sidewalks	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
General Government Projects	\$30,000	\$30,000	\$50,000	\$60,000	\$60,000	\$230,000
Fire	\$24,000	\$0	\$0	\$0	\$0	\$24,000
Park, Forestry and Open Space Fund	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000
Parks and Forestry	\$186,641	\$45,000	\$160,000	\$250,000	\$200,000	\$841,641
Impact Fees / Room Tax	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$698,000	\$127,000	\$97,000	\$132,000	\$107,000	\$1,161,000
County / State / Federal Grants	\$2,088,641	\$7,867,573	\$1,981,600	\$1,005,000	\$7,004,000	\$19,946,814
Other Municipality Contributions	\$411,000	\$411,000	\$811,000	\$806,000	\$411,000	\$2,850,000
G. O. Borrowed Funds	\$11,850,863	\$4,596,593	\$5,919,851	\$3,818,840	\$4,680,250	\$30,866,397
Other Borrowed Funds	\$9,831,400	\$12,549,000	\$8,817,000	\$8,509,000	\$1,901,000	\$41,607,400
Donations	\$3,000,000	\$1,205,000	\$0	\$780,000	\$80,000	\$5,065,000
User Fees	\$5,830,000	\$4,330,000	\$4,540,000	\$2,995,000	\$3,000,000	\$20,695,000
Special Assessment	\$212,500	\$100,000	\$100,000	\$100,000	\$0	\$512,500
Vehicle Registration Fee	\$791,750	\$791,750	\$791,750	\$791,750	\$791,750	\$3,958,750
Other/CDBG	\$0	\$171,400	\$171,400	\$171,400	\$171,400	\$685,600
Fund Balance	\$3,149,000	\$45,000	\$2,383,000	\$45,000	\$310,000	\$5,932,000
TOTAL REVENUE	\$38,867,781	\$33,087,641	\$26,673,401	\$20,280,290	\$19,520,400	\$138,429,513

EXPENDITURES

Buildings Division

City Buildings

City Hall Renovations	\$6,500,000	\$0	\$0	\$0	\$0	\$6,500,000
Municipal Service Building Improvements	\$65,000	\$0	\$0	\$0	\$0	\$65,000
Municipal Service Building Locker Room (Womens)	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Municipal Service Building Locker Room (Womens)	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Municipal Service Building Air Conditioner Replacer	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Municipal Service Building Generator Replacement	\$0	\$0	\$130,000	\$0	\$0	\$130,000
Municipal Service Building Roof Replacement	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Senior Activity Center - Roof Replacement	\$0	\$275,000	\$0	\$0	\$0	\$275,000
Harbor Center Marina-Access Control System	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Total - City Buildings	\$6,625,000	\$475,000	\$210,000	\$0	\$2,000,000	\$9,310,000

Police

Water Heater Replacement	\$20,021	\$0	\$0	\$0	\$0	\$20,021
Spillman Mobile Arrest Reports	\$18,215	\$0	\$0	\$0	\$0	\$18,215
Marked Vehicle (5)	\$165,750	\$0	\$0	\$0	\$0	\$165,750
Unmarked Vehicle	\$0	\$36,500	\$0	\$0	\$0	\$36,500
Marked K-9 Vehicle	\$0	\$42,300	\$0	\$0	\$0	\$42,300
Handgun Replacement	\$0	\$45,125	\$0	\$0	\$0	\$45,125
Marked Vehicle (4)	\$0	\$134,400	\$0	\$0	\$0	\$134,400
Squad Computers	\$0	\$0	\$66,000	\$0	\$0	\$66,000
Unmarked Vehicle	\$0	\$0	\$39,000	\$0	\$0	\$39,000
Marked Vehicle (4)	\$0	\$0	\$179,800	\$0	\$0	\$179,800

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	
Unmarked Vehicle	\$0	\$0	\$0	\$30,000	\$0	\$30,000
Unmarked Vehicle	\$0	\$0	\$0	\$36,000	\$0	\$36,000
Marked Vehicle	\$0	\$0	\$0	\$48,000	\$0	\$48,000
Unmarked Vehicle (2)	\$0	\$0	\$0	\$84,000	\$0	\$84,000
Marked K-9 Vehicle	\$0	\$0	\$0	\$42,300	\$0	\$42,300
Factory Boiler Replacement	\$0	\$0	\$0	\$0	\$18,000	\$18,000
Marked Vehicle (5)	\$0	\$0	\$0	\$0	\$190,000	\$190,000
Unmarked Vehicle	\$0	\$0	\$0	\$0	\$44,000	\$44,000
Total - Police	\$203,986	\$258,325	\$284,800	\$240,300	\$252,000	\$1,239,411
Fire						
Station One	\$778,725	\$0	\$0	\$0	\$0	\$778,725
Quint Ladder/Engine	\$1,080,000	\$0	\$0	\$0	\$0	\$1,080,000
Turnout Gear washer and dryer	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Extrication Equipment	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Three-quarter ton pick-up truck with plow	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Battalion Chief Vehicle	\$0	\$58,045	\$0	\$0	\$0	\$58,045
Public Education Vehicle	\$0	\$35,000	\$0	\$0	\$0	\$35,000
Station Two	\$0	\$0	\$242,709	\$0	\$0	\$242,709
Regional Training Facility	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Regional Training Facility	\$0	\$0	\$0	\$395,000	\$0	\$395,000
Station One	\$0	\$0	\$0	\$337,090	\$0	\$337,090
Ambulance	\$0	\$0	\$0	\$0	\$320,000	\$320,000
Total - Fire & Rescue	\$1,913,725	\$173,045	\$642,709	\$732,090	\$320,000	\$3,781,569
Public Works						
Traffic Control						
Modernize Fiber Optic Cable Synchronization	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Modernize Fiber Optic Cable Synchronization	\$0	\$191,000	\$0	\$0	\$0	\$191,000
Traffic Control Upgrade/Replacement (Electrical)	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Conflict Monitor Test Equipment	\$0	\$14,500	\$0	\$0	\$0	\$14,500
Modernize Fiber Optic Cable Synchronization	\$0	\$0	\$52,000	\$0	\$0	\$52,000
Traffic Control						
Street Lighting LED Upgrade-Citywide	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Street Lighting LED Upgrade-Downtown	\$171,400	\$0	\$0	\$0	\$0	\$171,400
Street Lighting LED Upgrade-Citywide	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Street Lighting LED Upgrade-Downtown	\$0	\$171,400	\$0	\$0	\$0	\$171,400
Street Lighting LED Upgrade- Citywide	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Street Lighting LED Upgrade-Downtown	\$0	\$0	\$171,400	\$0	\$0	\$171,400
Street Lighting LED Upgrade-Citywide	\$0	\$0	\$0	\$60,000	\$0	\$60,000
Street Lighting LED Upgrade-Downtown	\$0	\$0	\$0	\$171,400	\$0	\$171,400
Street Lighting LED Upgrade-Citywide	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Street Lighting LED Upgrade-Downtonw	\$0	\$0	\$0	\$0	\$171,400	\$171,400
Total Traffic Control	\$251,400	\$436,900	\$273,400	\$231,400	\$231,400	\$1,424,500
Streets						
Geographical Information Systems	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Evans Street (Erie Av to Wildwood Av)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Heller Avenue (North 15th St to North 17th St)	\$100,000	\$0	\$0	\$0	\$0	\$100,000

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Mehrtens Avenue (North 15th St to North 17th St)	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Mini Storm Sewer Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000
North Third Street (Broughton Dr to Bluff Av)	\$700,000	\$0	\$0	\$0	\$0	\$700,000
North Seventh Street (Erie Av to Superior Av)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
North 13th Street (Erie Av to Michigan Av)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
North 17th Street (Erie Ave to Saemann Ave)	\$637,000	\$0	\$0	\$0	\$0	\$637,000
Sidewalk Repair/Replacement	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Storm Water Management Plan	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Taylor Drive (Erie Av to Wilgus Av)	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
Washington Avenue (Lakeshore Dr to South 20th St	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
Washington Avenue Sidewalk (South Business Dr 25	\$112,500	\$0	\$0	\$0	\$0	\$112,500
Geele Avenue (Calumet Dr to North 23rd St)	\$0	\$700,000	\$0	\$0	\$0	\$700,000
Georgia Avenue (South Ninth St to South 14th St)	\$0	\$354,000	\$0	\$0	\$0	\$354,000
Mini Storm Sewer Program	\$0	\$50,000	\$0	\$0	\$0	\$50,000
North Tenth Street (Erie Av to Superior Av)	\$0	\$300,900	\$0	\$0	\$0	\$300,900
North Tenth Street (North Av to Pershing Av)	\$0	\$424,800	\$0	\$0	\$0	\$424,800
North Avenue (North 15th Street to North 21st Stree	\$0	\$3,907,656	\$0	\$0	\$0	\$3,907,656
Sidewalk Repair/Replacement	\$0	\$100,000	\$0	\$0	\$0	\$100,000
South Seventh Street (Union Av to Wilson Av)	\$0	\$275,000	\$0	\$0	\$0	\$275,000
South Eighth Street (Union Av to Wilson Av)	\$0	\$564,300	\$0	\$0	\$0	\$564,300
St. Clair Avenue (North Ninth St to North 14th St)	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Storm Water Management Plan	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Superior Avenue (North 29th St to Taylor Dr)	\$0	\$1,137,106	\$0	\$0	\$0	\$1,137,106
Clara Avenue (South Seventh St to South 14th St)	\$0	\$0	\$604,500	\$0	\$0	\$604,500
Geele Avenue (North Third St to Calumet Dr)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Geele Avenue (North 25th St to North 29th St)	\$0	\$0	\$936,000	\$0	\$0	\$936,000
Kentucky Avenue (South 7th St to South 18th St)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Mini Storm Sewer Program	\$0	\$0	\$50,000	\$0	\$0	\$50,000
North Avenue (Calumet Dr to Taylor Dr)	\$0	\$0	\$800,000	\$0	\$0	\$800,000
Sidewalk Repair/Replacement	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Storm Water Management Plan	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Division Avenue (North 15th St to North 17th St)	\$0	\$0	\$0	\$175,000	\$0	\$175,000
Erie Avenue (Taylor Dr to North 19th St)	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Lakeshore Drive (Mead Av to Rail Road Tracks)	\$0	\$0	\$0	\$740,000	\$0	\$740,000
Main Avenue (North 15th St to North 17th St)	\$0	\$0	\$0	\$175,000	\$0	\$175,000
Martin Avenue (North 15th St to Calumet Dr)	\$0	\$0	\$0	\$460,000	\$0	\$460,000
Mini Storm Sewer Program	\$0	\$0	\$0	\$50,000	\$0	\$50,000
North Eighteenth Street (Martin Av to Calumet Dr)	\$0	\$0	\$0	\$180,000	\$0	\$180,000
Sidewalk Repair/Replacement	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Storm Water Management Plan	\$0	\$0	\$0	\$500,000	\$0	\$500,000
South 12th Street (Washington Av to Mead Av)	\$0	\$0	\$0	\$531,000	\$0	\$531,000
South 13th Street (Indiana Av to Union Av)	\$0	\$0	\$0	\$799,500	\$0	\$799,500
South Business Drive (Union Av to Washington Av)	\$0	\$0	\$0	\$0	\$3,355,000	\$3,355,000
North 15th Street (North Av to Calumet Dr)	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000
North 21st Street (Superior Av to Geele Av)	\$0	\$0	\$0	\$0	\$540,000	\$540,000
Storm Water Management Plan	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Wilson Avenue (Lakeshore Dr to South Business Dr	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
Bridges						
Pennsylvania Ave Bridge	\$0	\$1,497,490	\$0	\$0	\$0	\$1,497,490

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Docks						
River Boat Dock Replacement	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Total Streets, Bridges & Docks	\$5,849,500	\$10,011,252	\$4,490,500	\$4,210,500	\$9,895,000	\$34,456,752
Park & Forestry Division						
Lakefront Maintenance Garage	\$50,000	\$0	\$0	\$0	\$0	\$50,000
J.C. Quarryview Park Playground Renovation	\$35,000	\$0	\$0	\$0	\$0	\$35,000
Vollrath Park Tennis Courts Resurfacing	\$68,000	\$0	\$0	\$0	\$0	\$68,000
Optimist Park Splash Pad	\$120,000	\$0	\$0	\$0	\$0	\$120,000
Urban Forestry Management	\$85,000	\$0	\$0	\$0	\$0	\$85,000
Evergreen Park Area Two Shelter/Comfort Station	\$55,000	\$0	\$0	\$0	\$0	\$55,000
Evergreen Park Area Two Shelter Parking Lot	\$157,282	\$0	\$0	\$0	\$0	\$157,282
Kiwanis Park ADA Certified Canoe/Kayak Launch	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Wildwood Baseball Park (Sheboygan A's)	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Butzen Sports Complex	\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000
J.C. Quarryview Park Swimming Area Revitalization	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Roosevelt Park Tennis Courts Resurfacing	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Urban Forestry Management	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Evergreen Park Area Five Shelter Design	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Evergreen Park Area Two Shelter/Comfort Station	\$0	\$384,627	\$0	\$0	\$0	\$384,627
Wildwood Baseball Park (Sheboygan A's)	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Fountain Park Comfort Station Renovation	\$0	\$35,000	\$0	\$0	\$0	\$35,000
Veterans Park Tennis Courts Resurfacing	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Veterans Park Splash Pad	\$0	\$0	\$120,000	\$0	\$0	\$120,000
Urban Forestry Management	\$0	\$0	\$85,000	\$0	\$0	\$85,000
Deland Park Bath House Design	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Deland Park Performance Shelter Design	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Evergreen Park Playground Renovation	\$0	\$0	\$35,000	\$0	\$0	\$35,000
J.C. Quarryview Swimming Area Revitalization	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Deland Park Bath House	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Deland Park Performance Shelter	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Urban Forestry Management	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Lake View Park Shelter/Campground Design	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Playground Renovations - Miscellaneous Parks (4)	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Wildwood Softball Park Concession Stand	\$0	\$0	\$0	\$530,000	\$0	\$530,000
Evergreen Park Area Five Shelter	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Lake View Park Shelter	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Urban Forestry Management	\$0	\$0	\$0	\$0	\$150,000	\$150,000
J.C. Quarryview Park Disc Golf Shelter/Shack	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Total Parks & Forestry	\$5,630,282	\$1,594,627	\$440,000	\$1,755,000	\$1,050,000	\$10,469,909
Total - Public Works	\$11,731,182	\$12,042,779	\$5,203,900	\$6,196,900	\$11,176,400	\$46,351,161
City Development						
Downtown Parking Structure	\$1,400,000	\$0	\$0	\$0	\$0	\$1,400,000
Land Acquisition-Business Center Expansion	\$3,125,000	\$0	\$0	\$0	\$0	\$3,125,000
Armory Demolition	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Land Acquisition-Indiana Trail Project	\$1,066,000	\$0	\$0	\$0	\$0	\$1,066,000
Downtown Parking Structure	\$0	\$6,600,000	\$0	\$0	\$0	\$6,600,000
Infrastructure-Business Center Expansion	\$0	\$4,000,000	\$0	\$0	\$0	\$4,000,000
Construction-Indiana Trail Project	\$0	\$2,000,000	\$0	\$0	\$0	\$2,000,000

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Dockwall-Pedestrian Walkway Expansion	\$0	\$0	\$800,000	\$0	\$0	\$800,000
South Pier Street Expansion (former Pentair)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Total - City Development	\$6,091,000	\$12,600,000	\$1,800,000	\$0	\$0	\$20,491,000
Wastewater Utility						
Electrical Distribution System Reconstruction	\$3,140,000	\$0	\$0	\$0	\$0	\$3,140,000
Sanitary Sewer Maintenance	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
Spiral Welded Steel Evaluation	\$22,000	\$0	\$0	\$0	\$0	\$22,000
North Third Street Force Main Reconstruction	\$375,000	\$0	\$0	\$0	\$0	\$375,000
Influent Pumping Station Improvements	\$0	\$949,000	\$0	\$0	\$0	\$949,000
Sanitary Sewer Maintenance	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
East Digestion Complex HVAC Improvements	\$0	\$0	\$393,000	\$0	\$0	\$393,000
Aerobic Digestion Improvements	\$0	\$0	\$1,548,000	\$0	\$0	\$1,548,000
Disinfection Building Improvements	\$0	\$0	\$184,000	\$0	\$0	\$184,000
Sanitary Sewer Maintenance	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Tunnel Improvements	\$0	\$0	\$56,000	\$0	\$0	\$56,000
Uninterruptible Power Supply for Control Room	\$0	\$0	\$132,000	\$0	\$0	\$132,000
West Digestion Complex Roof Improvements	\$0	\$0	\$52,000	\$0	\$0	\$52,000
Aeration Basin Remodel	\$0	\$0	\$0	\$1,509,000	\$0	\$1,509,000
Sanitary Sewer Maintenance	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Indiana Avenue Pump Station Improvements	\$0	\$0	\$0	\$0	\$505,000	\$505,000
Kentucky Avenue Pump Station Improvements	\$0	\$0	\$0	\$0	\$950,000	\$950,000
North Avenue Pump Station Improvements	\$0	\$0	\$0	\$0	\$446,000	\$446,000
Sanitary Sewer Maintenance	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Total - Wastewater Utility	\$5,037,000	\$1,949,000	\$3,365,000	\$2,509,000	\$2,901,000	\$15,761,000
Motor Vehicle Fund						
Utility Service Vehicle	\$13,000	\$0	\$0	\$0	\$0	\$13,000
Smithco Super Rake	\$18,500	\$0	\$0	\$0	\$0	\$18,500
Lawn Tractor	\$21,500	\$0	\$0	\$0	\$0	\$21,500
Zero Turn Mower	\$28,000	\$0	\$0	\$0	\$0	\$28,000
One Half-Ton Four Wheel Drive Pickup	\$31,000	\$0	\$0	\$0	\$0	\$31,000
Medium Duty Step Van	\$47,000	\$0	\$0	\$0	\$0	\$47,000
Bandit Wood Chipper (2)	\$123,000	\$0	\$0	\$0	\$0	\$123,000
Three-Quarter Ton Two Wheel Drive Pickup (3)	\$94,500	\$0	\$0	\$0	\$0	\$94,500
Wheeled Loader	\$233,500	\$0	\$0	\$0	\$0	\$233,500
Tri-Axle Dump Truck	\$275,000	\$0	\$0	\$0	\$0	\$275,000
Black Top Hot Patcher Trailer	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Black Top Hot Patcher	\$62,500	\$0	\$0	\$0	\$0	\$62,500
Three-Quarter Ton Four Wheel Drive Pickup (2)	\$0	\$63,000	\$0	\$0	\$0	\$63,000
Three-Quarter Ton Two Wheel Drive Pickup (2)	\$0	\$62,000	\$0	\$0	\$0	\$62,000
One-Ton Four Wheel Drive Dump Truck (2)	\$0	\$107,000	\$0	\$0	\$0	\$107,000
Tri-Axle Dump Truck	\$0	\$275,000	\$0	\$0	\$0	\$275,000
Chipper Truck	\$0	\$57,000	\$0	\$0	\$0	\$57,000
Black Top Hot Patcher	\$0	\$62,500	\$0	\$0	\$0	\$62,500
Bucket Truck	\$0	\$232,500	\$0	\$0	\$0	\$232,500
Tar Kettle	\$0	\$43,000	\$0	\$0	\$0	\$43,000
Snow Blower	\$0	\$172,000	\$0	\$0	\$0	\$172,000

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Zero Turn Mower	\$0	\$0	\$27,000	\$0	\$0	\$27,000
Three-Quarter Ton Two Wheel Drive Pickup	\$0	\$0	\$31,000	\$0	\$0	\$31,000
One Ton Four Wheel Drive Dump Truck	\$0	\$0	\$53,000	\$0	\$0	\$53,000
One-Ton Utility Box Truck (3)	\$0	\$0	\$124,500	\$0	\$0	\$124,500
One-Half Ton Four Wheel Drive Pickup	\$0	\$0	\$32,000	\$0	\$0	\$32,000
Street Sweeper	\$0	\$0	\$210,000	\$0	\$0	\$210,000
Single-Axle Dump Truck (2)	\$0	\$0	\$465,000	\$0	\$0	\$465,000
Skid Steer	\$0	\$0	\$59,000	\$0	\$0	\$59,000
Van-Utility (Mayor)	\$0	\$0	\$37,000	\$0	\$0	\$37,000
One-Half Ton Two Wheel Drive Extended Cab Pick	\$0	\$0	\$33,000	\$0	\$0	\$33,000
Park Style Garbage Truck	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Single Hopper Garbage Truck (2)	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Split Hopper Garbage Truck (4)	\$0	\$0	\$1,380,000	\$0	\$0	\$1,380,000
Three-Quarter Ton Four Wheel Drive Pickup (3)	\$0	\$0	\$0	\$96,500	\$0	\$96,500
Electrical Department Bucket Truck	\$0	\$0	\$0	\$240,000	\$0	\$240,000
Jet Truck	\$0	\$0	\$0	\$215,000	\$0	\$215,000
One-Half Ton Four Wheel Drive Pickup (3)	\$0	\$0	\$0	\$97,500	\$0	\$97,500
Tractor Backhoe	\$0	\$0	\$0	\$20,000	\$0	\$20,000
Tri-Axle Dump Truck	\$0	\$0	\$0	\$275,000	\$0	\$275,000
Turfcut Mower	\$0	\$0	\$0	\$48,000	\$0	\$48,000
Wheeled Excavator	\$0	\$0	\$0	\$195,000	\$0	\$195,000
Beach Rake	\$0	\$0	\$0	\$0	\$138,000	\$138,000
One-Ton Four Wheel Drive Dump Truck	\$0	\$0	\$0	\$0	\$52,000	\$52,000
One-Ton Four Wheel Drive Utility Box	\$0	\$0	\$0	\$0	\$133,500	\$133,500
One-Half Ton Four Wheel Drive Pickup Truck	\$0	\$0	\$0	\$0	\$32,500	\$32,500
Tandem Axle Dump Truck	\$0	\$0	\$0	\$0	\$520,000	\$520,000
Toolcat	\$0	\$0	\$0	\$0	\$70,000	\$70,000
Utility Service Vehicle (Mule)	\$0	\$0	\$0	\$0	\$13,500	\$13,500
Zero Turn Mower	\$0	\$0	\$0	\$0	\$26,500	\$26,500
Total - Motor Vehicle Fund	\$1,007,500	\$1,074,000	\$2,951,500	\$1,187,000	\$986,000	\$7,206,000
Mead Library						
Carpet Replacement	\$40,492	\$0	\$0	\$0	\$0	\$40,492
Cooling Towers	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Phone System Upgrade	\$26,896	\$0	\$0	\$0	\$0	\$26,896
Carpet Replacement	\$0	\$40,492	\$0	\$0	\$0	\$40,492
Carpet Replacement	\$0	\$0	\$40,492	\$0	\$0	\$40,492
Total - Mead Library	\$167,388	\$40,492	\$40,492	\$0	\$0	\$248,372
Parking Utility						
All-Terrain XUV	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Utility Pickup Truck	\$0	\$0	\$35,000	\$0	\$0	\$35,000
Riverfront Parking Lots	\$0	\$0	\$600,000	\$0	\$0	\$600,000
All-Terrain XUV	\$0	\$0	\$0	\$20,000	\$0	\$20,000
One-Ton Heavy Duty Pickup Truck	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Coin Meters Replacement	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Total - Parking Utility	\$25,000	\$0	\$635,000	\$20,000	\$310,000	\$990,000
Transit Utility						

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Forklift	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Fareboxes for Fixed Route Revenue Vehicle	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Fixed Route Buses (3)	\$1,350,000	\$0	\$0	\$0	\$0	\$1,350,000
Fixed Route Buses (3)	\$0	\$1,350,000	\$0	\$0	\$0	\$1,350,000
Paratransit Vehicle	\$0	\$75,000	\$0	\$0	\$0	\$75,000
Bus Wash	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Fixed Route Buses (3)	\$0	\$0	\$1,350,000	\$0	\$0	\$1,350,000
Fixed Route Bus	\$0	\$0	\$0	\$900,000	\$0	\$900,000
Paratransit Vehicle	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Total - Transit Utility	\$1,540,000	\$1,625,000	\$1,350,000	\$900,000	\$75,000	\$5,490,000
Cable TV Fund						
LED Studio Lighting	\$54,000	\$0	\$0	\$0	\$0	\$54,000
Studio Cameras (2)	\$52,000	\$0	\$0	\$0	\$0	\$52,000
Total - Cable TV Fund	\$106,000	\$0	\$0	\$0	\$0	\$106,000
Information Technology Fund						
Disaster Recovery	\$130,000	\$0	\$0	\$0	\$0	\$130,000
Disk Storage	\$20,000	\$0	\$0	\$0	\$0	\$20,000
VM Host Server	\$0	\$45,000	\$0	\$0	\$0	\$45,000
Network Storage SAN Replacement	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Network Switch Replacement	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Total - Information Technology	\$150,000	\$45,000	\$200,000	\$25,000	\$0	\$420,000
Water Utility						
Southside Elevated Storage Tank	\$2,340,000	\$0	\$0	\$0	\$0	\$2,340,000
Radio Meter System	\$330,000	\$0	\$0	\$0	\$0	\$330,000
Low Life Variable Frequency Drive	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Water Main Projects	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
EE Tank Coating	\$0	\$600,000	\$0	\$0	\$0	\$600,000
Plant Master PLC Upgrade	\$0	\$65,000	\$0	\$0	\$0	\$65,000
Radio Meter System	\$0	\$340,000	\$0	\$0	\$0	\$340,000
Water Main Projects	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Taylor Hill Coating and Roof Repairs	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Georgia Avenue Tank Coating	\$0	\$0	\$650,000	\$0	\$0	\$650,000
Radio Meter System	\$0	\$0	\$340,000	\$0	\$0	\$340,000
Plant Generator	\$0	\$0	\$750,000	\$0	\$0	\$750,000
Water Main Projects	\$0	\$0	\$1,250,000	\$0	\$0	\$1,250,000
Intake Pipeline/Well	\$0	\$0	\$7,000,000	\$0	\$0	\$7,000,000
Radio Meter System	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Accounting Software Upgrade	\$0	\$0	\$0	\$120,000	\$0	\$120,000
Water Main Projects	\$0	\$0	\$0	\$1,250,000	\$0	\$1,250,000
Intake Pipeline/Well	\$0	\$0	\$0	\$7,000,000	\$0	\$7,000,000
Water Main Projects	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
Total - Water Utility	\$4,270,000	\$2,805,000	\$9,990,000	\$8,470,000	\$1,500,000	\$27,035,000
TOTAL EXPENDITURES	\$38,867,781	\$33,087,641	\$26,673,401	\$20,280,290	\$19,520,400	\$138,429,513

5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
	2018	2019	2020	2021	2022	Total
Total - City Buildings	\$6,625,000	\$475,000	\$210,000	\$0	\$2,000,000	\$9,310,000
Total - Police	\$203,986	\$258,325	\$284,800	\$240,300	\$252,000	\$1,239,411
Total - Fire & Rescue	\$1,913,725	\$173,045	\$642,709	\$732,090	\$320,000	\$3,781,569
Total - Public Works	\$11,731,182	\$12,042,779	\$5,203,900	\$6,196,900	\$11,176,400	\$46,351,161
Total - City Development	\$6,091,000	\$12,600,000	\$1,800,000	\$0	\$0	\$20,491,000
Total - Wastewater	\$5,037,000	\$1,949,000	\$3,365,000	\$2,509,000	\$2,901,000	\$15,761,000
Total - Motor Vehicle	\$1,007,500	\$1,074,000	\$2,951,500	\$1,187,000	\$986,000	\$7,206,000
Total - Mead Library	\$167,388	\$40,492	\$40,492	\$0	\$0	\$248,372
Total - Parking Utility	\$25,000	\$0	\$635,000	\$20,000	\$310,000	\$990,000
Total - Transit Utility	\$1,540,000	\$1,625,000	\$1,350,000	\$900,000	\$75,000	\$5,490,000
Total - Cable TV	\$106,000	\$0	\$0	\$0	\$0	\$106,000
Total - Information Technology	\$150,000	\$45,000	\$200,000	\$25,000	\$0	\$420,000
Total - Water Utility	\$4,270,000	\$2,805,000	\$9,990,000	\$8,470,000	\$1,500,000	\$27,035,000
Total Capital Improvements	\$38,867,781	\$33,087,641	\$26,673,401	\$20,280,290	\$19,520,400	\$138,429,513

2018 - 2022 CIP Priority Ranking	Total Amount	Total GO Debt	Cumulative GO Debt
Total Mandatory Project GO Debt		\$2,693,725	\$2,693,725
<i>Black Top Hot Patcher</i>	\$62,500	\$55,000	\$2,748,725
<i>Washington Av (Lakeshore Dr to S 20th St)</i>	\$1,250,000	\$47,250	\$2,795,975
<i>Black Top Hot Patcher Trailer</i>	\$60,000	\$55,000	\$2,850,975
<i>North Third St (Broughton Dr to Bluff Av)</i>	\$700,000	\$700,000	\$3,550,975
<i>North 17th St (Erie Av to Saemann Av)</i>	\$637,000	\$637,000	\$4,187,975
<i>North 13th St (Erie Av to Michigan Av)</i>	\$200,000	\$200,000	\$4,387,975
<i>North Seventh St (Erie Av to Superior Av)</i>	\$200,000	\$200,000	\$4,587,975
<i>Mead Library Carpet Replacement</i>	\$40,492	\$40,492	\$4,628,467
<i>Bandit Wood Chipper (2)</i>	\$123,000	\$123,000	\$4,751,467
<i>Zero Turn Mower</i>	\$28,000	\$28,000	\$4,779,467
<i>J.C Quarryview Playground Renovation</i>	\$35,000	\$35,000	\$4,814,467
<i>Lawn Tractor</i>	\$21,500	\$20,000	\$4,834,467
<i>Optimist Park Splash Pad</i>	\$120,000	\$75,000	\$4,909,467
<i>GIS System</i>	\$100,000	\$100,000	\$5,009,467
<i>One-Half Ton Four Wheel Drive Pickup Truck</i>	\$31,000	\$30,000	\$5,039,467
<i>Medium Duty Step Van</i>	\$47,000	\$45,000	\$5,084,467
<i>Three-Quarter Ton Two Wheel Drive Pickup Truck</i>	\$94,500	\$94,500	\$5,178,967
<i>MSB Building Improvements</i>	\$65,000	\$65,000	\$5,243,967
<i>Smithco Super Rake</i>	\$18,500	\$18,000	\$5,261,967
<i>Mead Library Phone System Upgrade</i>	\$26,896	\$26,896	\$5,288,863
<i>Lakefront Maintenance Garage</i>	\$50,000	\$50,000	\$5,338,863
<i>Utility Service Vehicle</i>	\$13,000	\$12,000	\$5,350,863
<i>City Hall Renovation</i>	\$6,500,000	\$6,500,000	\$11,850,863

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. June 19, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for the Michigan Avenue Storm Sewer Replacement.

WHEREAS: The Sheboygan Water Utility also has utility work in the same area, therefore the City of Sheboygan and the Sheboygan Water Utility jointly bid the project.

WHEREAS: The Sheboygan Water Utility accepted bids for the project and six bids were received in response. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Advanced Construction	\$383,831.80
Buteyn Peterson Construction	\$413,442.50
PTS, Inc.	\$440,063.90
Vinton Construction	\$459,415.01
David Tenor Corporation	\$469,804.50
DeGroot, Inc.	\$612,836.06

WHEREAS: The City of Sheboygan portion of the work is \$282,456.80 if awarded to Advance Construction.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into agreement with the Sheboygan Water Utility in awarding a contract to Advance Construction and are authorized to draw funds from the following accounts:

47633140-631200 \$282,456.80 in payment of same.

Sub 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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City Officials to enter into an agreement between the City of Sheboygan and Sheboygan Water Utility for Michigan Avenue Storm Sewer Replacement.

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

REPORT DATE: June 14, 2017

MEETING DATE: June 27, 2017

FISCAL SUMMARY:

Budget Line Item: 47633140-631200
Budget Summary: Capital Improvement Fund
Budgeted Expenditure: \$300,000
Budgeted Revenue:

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This document authorizes the department to enter into an agreement with the Sheboygan Water Utility for reconstruction of the Michigan Avenue Storm Sewer between 3rd Street and 4th Street. The Sheboygan Water Utility and the City of Sheboygan jointly bid the project, with the Sheboygan Water Utility entering into a contract with the low bidder.

Due to the possible disruption of lead water services in the project area, the Water Utility decided to replace the lead water services and the water main in the same area that the storm sewer in being replaced.

Summary of Bids (All work including Water Utility Items):

Advance Construction	\$383,831.80
Buteyn Peterson Construction	\$413,442.50
PTS, Inc.	\$440,063.90
Vinton Construction	\$459,415.01
David Tenor Corporation	\$469,804.50
DeGroot, Inc.	\$612,836.06

The City of Sheboygan portion of the project is \$282,456.80 if awarded to Advance Construction

STAFF COMMENTS:

The bid priced from Advnaced Construction for the proposed work have been found reasonable and approval of the resolution is recommended.

The storm sewer work is required to increase the size of the the existing storm sewer that is undersized and in poor condtion.

ACTION REQUESTED:

Recommend approval of resolution.

ATTACHMENTS:

None.



Bid Summary

Date: 6/14/2017

Project: Michigan Avenue Storm Sewer

Item #	Item Name	Quantity	Units	Unit Price	Item Price
1	Traffic Control	0.5	LS	\$ 15,500.00	\$ 7,750.00
2	Erosion Control	0.5	LS	\$ 6,500.00	\$ 3,250.00
3	Removing Asphalt Pavement - Milling	2520.0	SY	\$ 3.00	\$ 7,560.00
4	Removing Concrete Pavement	1162.0	SY	\$ 5.50	\$ 6,391.00
5	Removing Curb and Gutter	393.0	LF	\$ 4.00	\$ 1,572.00
6	Removing Sidewalk / Driveway	210.0	SY	\$ 4.50	\$ 945.00
7	Storm Sewer, Remove 24" Storm Sewer Pipe	20.0	LF	\$ 45.00	\$ 900.00
8	Storm Sewer, Remove Temporary 24" PVC Connection at Sta: 7+22	1.0	LS	\$ 4,000.00	\$ 4,000.00
9	Storm Sewer, Abandon 48"/24" Storm Sewer Pipe (Filling Required)	1.0	LS	\$ 3,000.00	\$ 3,000.00
10	Storm Sewer, Abandon 42" Storm Sewer (Filling Not Required)	1.0	LS	\$ 2,000.00	\$ 2,000.00
11	Storm Sewer, Abandon and Seal Existing Storm Sewer Manhole, Catchbasin and Inlet Leads	1.0	LS	\$ 4,000.00	\$ 4,000.00
12	Storm Sewer, Inlet, N-1, including frame and grate	2.0	EA	\$ 2,000.00	\$ 4,000.00
13	Storm Sewer, Manhole, 48-inch, including frame and lid	1.0	EA	\$ 2,000.00	\$ 2,000.00
14	Storm Sewer, Manhole, 72-inch, including frame and lid	4.0	EA	\$ 4,000.00	\$ 16,000.00
15	Storm Sewer, Manhole, 96-inch, including frame and lid	1.0	EA	\$ 5,500.00	\$ 5,500.00
16	Storm Sewer, Pipe, 10-inch PVC SDR 35	5.0	LF	\$ 60.00	\$ 300.00
17	Storm Sewer, Pipe, 12-inch PVC SDR 35	123.0	LF	\$ 65.00	\$ 7,995.00
18	Storm Sewer, Pipe, 15-inch PVC SDR 35	59.0	LF	\$ 71.00	\$ 4,189.00
19	Storm Sewer, Pipe, 29x45-inch Class III Reinforced Concrete Horizontal Elliptical	56.0	LF	\$ 130.00	\$ 7,280.00
20	Storm Sewer, Pipe, 36-inch Class III Reinforced Concrete	182.0	LF	\$ 111.00	\$ 20,202.00
21	Storm Sewer, Pipe, 42-inch Class III Reinforced Concrete	203.0	LF	\$ 126.00	\$ 25,578.00
22	Storm Sewer, Pipe, 48-inch Class III Reinforced Concrete	195.0	LF	\$ 150.00	\$ 29,250.00
23	Storm Sewer, Connect to Existing N-2 Inlet	4.0	EA	\$ 440.00	\$ 1,760.00



Bid Summary

Date: 6/14/2017

Project: Michigan Avenue Storm Sewer

Item #:	Item Name:	Quantity	Units	Unit Price	Item Price
24	Storm Sewer, Connect to Existing Manhole ST-21-022, including structure and bench modifications	1.0	EA	\$ 1,600.00	\$ 1,600.00
25	Storm Sewer, Connect to Existing 48" Pipe @ Sta: 7+26	1.0	EA	\$ 600.00	\$ 600.00
26	Storm Sewer, 48" Concrete Collar	1.0	EA	\$ 850.00	\$ 850.00
27	Storm Sewer, Connect to Existing 10" Pipe at Sta: 5+32	1.0	EA	\$ 250.00	\$ 250.00
28	Storm Sewer, 10" Concrete Collar	1.0	EA	\$ 350.00	\$ 350.00
29	Storm Sewer, Inlet Gate, Neenah Type "L"	2.0	EA	\$ 500.00	\$ 1,000.00
30	Storm Sewer, Insulation Board Polystyrene (4-inch)	6.0	SY	\$ 20.00	\$ 120.00
31	Sanitary Sewer, Pipe, 6" PVC SDR 35 Lateral	75.0	LF	\$ 95.00	\$ 7,125.00
32	Concrete Curb and Gutter, 24-inch, including Base Aggregate	189.0	LF	\$ 28.00	\$ 5,292.00
33	Concrete Curb and Gutter, 26-inch, including Base Aggregate	204.0	LF	\$ 29.45	\$ 6,007.80
34	4" Concrete Sidewalk, including base aggregate	916.0	SF	\$ 5.00	\$ 4,580.00
35	6" Concrete Sidewalk / Driveway, including base aggregate	98.0	SY	\$ 52.00	\$ 5,096.00
36	Concrete Curb - Pedestrian, including Base Aggregate	41.0	LF	\$ 25.00	\$ 1,025.00
37	Concrete Base Course, 7-inch, including Base Aggregate	770.0	SY	\$ 52.00	\$ 40,040.00
38	Concrete Pavement, 8-inch (non-doweled), including Base Aggregate	468.0	SY	\$ 72.00	\$ 33,696.00
39	4" Topsoil, Seed, Fertilizer, and Erosion Mat, Urban Class I Type A	256.0	SY	\$ 6.50	\$ 1,664.00
Base Bid Total					\$ 274,717.80
<u>ALTERNATES</u>					
<i>ALTERNATE 1 - REMOTE WATER SPIGOT</i>					
A1	1" WATER SERVICE PIPE - CURB STOP/BLOWOUT ASSEMBLY TO SPIGOT ASSEMBLY	17.0	LF	\$ 80.00	\$ 1,360.00
A2	CURB STOP/BLOW OUT ASSEMBLY	1.0	EA	\$ 420.00	\$ 420.00
A3	SPIGOT ASSEMBLY	1.0	EA	\$ 350.00	\$ 350.00
WM 12	Water Service Replacement (Will need to negotiate this)	71.0	LF	\$ 79.00	\$ 5,609.00



Bid Summary

Date: 6/14/2017

Project: Michigan Avenue Storm Sewer

Item #	Item Name	Quantity	Units	Unit Price	Item Price
Total Alternate 1					\$ 7,739.00
Grand Total					\$ 282,456.80

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 19, 2017.

Your Committee to whom was referred R. O. No. 33-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that Taxicab Driver's License application #1657 (George D. Welch) be denied based upon his record of violations related to the licensed activity, his history as a habitual law offender, and his failure to cooperate with the Committee.

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

II

R. O. No. 33 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

Law & Lu.
6/5/17 - grant
all licenses -
hold Welch
6/19/17 - deny Welch

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1662	Barry, Jennifer C.	1620 S. 11 th St.
7375	Fritsch, Carmen M.	22815 W. Steinthal Road Keil
6554	Hough, Jennifer L.	616 Leavens Ave. Sheb. Falls
1623	Kunwar, Bikram B.	100 Evans Ct. #C. Sheb. Falls
1660	Schultz, Steven L.	1602 Sibley Ct.
1658	Schupp, Matthew S.	1618 S. 17 th St.
1661	Stearns, Michael A.	2136 Erie Ave.
1610	Trotter, Latricia N.	1423A Bluff Ave.
1618	Wehrmann, Brittany M.	715 Kennedy Ave. Howards Grove

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0087	Aicher, Kristin E.	2418 N. 11 th St.
7224	Bauer, Stephanie A.	131 Redtail Dr. Apt 9 Sheb. Falls
6141	Berg, Joel F.	625 N. 14 th St.
1853	Berglund, Jodi C.	W3385 Cth MM, Elkhart Lake
2105	Bhatta, Hira	1801 S. 23 rd St.
0132	Bhatta, Lok Raj	1801 S. 23 rd St.
1091	Blindauer, Eugene L. (Club)	N6580 CTY OJ Plymouth
9379	Bloedorn, Lisa A	1719 Broadway Ave.
1153	Brunner, Katlyn M.	915 New York Ave.
6094	Brusky, Ann L.	1728 N. 13 th St.
8513	Champeau, Brian O.	1331 New York Ave.
7672	Decker, Dennis E. (Club)	N7122 Riverwoods Dr.
3600	Dolgner, Randall	2611 Pine Grove Ave.
1605	Emmer, Tamie Ann	906 S. 15 th St.
1453	Haneman, David M.	836 Dillingham Ave.

9764 Hansen, Dezeray A.
4936 Hartman, Gary C. (Club)
2993 Hemsing, Steven R.
1547 Hutchinson, Betty A.
0969 Jagler, Kurt J.
9128 Jelinek-Zittel, Scott J.
6954 Jeske, Robert E.
0804 Lenhardt, Lawrence R.
6879 Lopez, Cindia
8240 Ludwig, Malyssa A.
1730 Marroquin, Maria T.
0841 McAtee, Thomas G. (Club)
5596 McGlade, Leah Marie
0784 Mehn, Jeffrey L.
0984 Meyer, Robert D. (Club)
0289 Moeller, Robert J.
9479 Muehlbauer, John P. (Club)
1404 Murray, Jennifer A.
7604 Peloquin, Thomas J.
5952 Perronne, Shannon J.
4384 Reese, Shannon M.
0905 Reineking, Tyler J.
1214 Reinemann, Michelle M.
4284 Rohde, Shirley A.
5390 Schaeve, Tanya M.
0794 Schanno, Amber M.
8328 Schemrich, Yui
2084 Schieble, Coralie S.
8354 Schnur, Kimberly
0965 Schoerner, Eric R.
0983 Schwarz, Hanna C.
9893 Streff, Jessie M.
5985 Strohmeyer, Joseph J.
6222 Sweet, Daniel E.
6967 Swoverland, Berta K.
6905 Swoverland, Kim A.
6782 Tadych, Joanne M.
0049 Tahiri, Xhevat
6929 Violeeta, Jason A.
2970 Vreeke, Marianne
2274 Vreeke, Paul L.
2853 Weiberg, Stacey N.
8432 Wellman, Alexandra K.
8222 Wenninger, Ingrid I.
7064 Wright, Crystal M.
1718 S. 10th St.
79 Oak St. Sheb. Falls
1159 Cherry Lane
628 End Ct.
1539 N. 17th St.
4600 Nocole Ln.
2330 N. 27th St.
4014 S. 18th St.
3255 Main Ave.
1219 S. 21st St.
4122 Kruschke Ave.
1828 N. 5th St.
420 Van Buren Howards Grove
3610 Bonnie Ct.
1649 S. 25th St.
1812A S 13th St.
145 Fox Glove Lane Sheb. Falls
515 S. 15th St.
2719 Wedemeyer Ave.
1245 North Ave.
3132 N. 8th St.
307 Niagra Ave.
1813A N. 2nd. St.
2605 N. 10th St.
2311 S. 11th St.
1201 S. 8th St.
212 Oak St. Sheb. Falls
1705 Wisconsin Ave.
2312 N. 11th St.
6223 Deerpath Trail
6632 Leona Ln.
512 Wisconsin Ave.
5213 S. 12th St.
2407 N. 26th St.
4155 S. 16th St.
4155 S. 16th St.
1323 Superior Ave.
3005 Whispering Winds Dr.
1813 S. 11th St.
1929 N. 28th St.
514A S. Pier Dr. #2
1806 Superior Ave.
1011 Main Ave.
1736 Knoll Crest Dr.
815 N. 4th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1654	Butler, George W.	1921 Garfield Ave.
1663	Goodwin, David L.	1630A S. 8 th St.
636	Jackson, Grayling M.	1949 N. 11 th St.
1657	Welch, George D.	3442C Eisner Ct.

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 26-17-18 by Alderpersons Donohue and Bohren to authorize a loan from the Trust Funds of the State of Wisconsin in the sum of \$400,000 for TID #16 Housing Project (and to repeal Res. No. 13-17-18 dated May 1, 2017); recommends that the Resolution be passed.

neg

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

5.4

Res. No. 26 - 17 - 18. By Alderperson Donohue and Bohren.
June 5, 2017

A Resolution to authorize a loan from the Trust Funds of the State of Wisconsin in the sum of \$400,000 for TID #16 Housing Project.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Sheboygan, in the County of Sheboygan, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Four Hundred Thousand And 00/100 Dollars (\$400,000.00) for the purpose of financing development incentive for TID #16 housing project and for no other purpose.

The loan is to be payable within 10 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.50 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

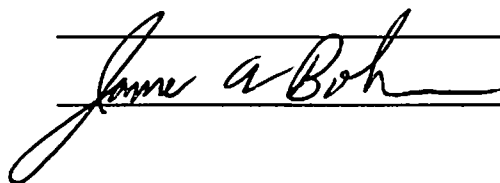
RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of Sheboygan, in the County of Sheboygan, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Sheboygan by such loan from the state be applied or paid out for any purpose except financing development incentive for TID #16 housing project without the consent of the Board of Commissioners of Public Lands.

*Finance +
Personnel
approve*

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and clerk of the City of Sheboygan, in the County of Sheboygan, Wisconsin are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The Mayor and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin and repeal Resolution No. 13-17-18 dated May 1, 2017.



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

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 27-17-18 by Alderperson Bohren urging that the Common Council of the City of Sheboygan urge the Governor and the Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation; recommends passing the Resolution.

neg.

_____ 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

IIIIV

III

5.5

Res. No. 27 - 17 - 18. By Alderperson Bohren. June 5, 2017.

WHEREAS, home owners in Wisconsin already pay 70% of the total statewide property tax levy; and

WHEREAS, that disproportionate burden is about to get much worse unless the Legislature addresses tax avoidance strategies that national chains like Walgreens, and big box retail establishments like Target and Lowe's are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

WHEREAS, a carefully-orchestrated wave of hundreds of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners; and

WHEREAS, Walgreens and CVS stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be less than half of their actual sale prices on the open market; and

WHEREAS, in many cases the courts have sided with Walgreens and CVS, requiring communities to refund tax revenue back to the stores; and

WHEREAS, there are over 200 Walgreens stores located in Wisconsin's cities and villages; and

WHEREAS, Target, Lowe's, Meijer, Menards and other big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new store in a thriving location should be based on comparing their buildings to sales of vacant stores in abandoned locations from a different market segment; and

WHEREAS, the City of Sheboygan has been heavily impacted by these tax avoidance strategies, losing \$556,186.10 in tax revenues just from revaluations in lawsuits filed by Walgreens and by the owner of the Memorial Mall; and

WHEREAS, it is not only the City, but the other taxing jurisdictions, including the County, School Districts, and Technical College District who lose out on such revaluations, such that the taxpayers of Sheboygan had to make up \$1,529,219.20 in tax revenue just as a result of those lawsuits; and

WHEREAS, the Republican-controlled Indiana state Legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

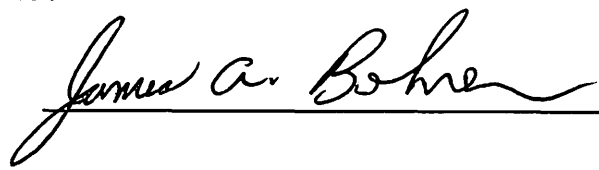
*Finance +
Personnel
approve*

WHEREAS, the Michigan state house overwhelmingly passed similar legislation in May of 2016; and

WHEREAS, a "Dark Store Bill," (LRB 0373) has been introduced in the Wisconsin Legislature, supported by legislators from both major parties. The Legislative Reference Bureau has provided analysis of the bill that states that the bill 1) "provides that, for property tax purposes, real property includes any leases, rights, and privileges pertaining to the property, including assets that cannot be taxed separately as real property, but are inextricably intertwined with the real property"; 2) "requires real property to be assessed at its highest and best use"; 3) more precisely defines "arm's-length sales" used to determine that highest and best use and the value of lease provisions and rent; and 4) reverses the 2008 Wisconsin Supreme Court finding in *Walgreen Company v. City of Madison*, 2008 WI 80, "that a property tax assessment of leased retail property using the income approach must be based on 'market rents,' which is what a person would pay to rent the property, based on rentals of similar property, as opposed to "contract rents," which is the amount that the lessee actually paid to rent the property."

NOW, THEREFORE, BE IT RESOLVED, that the common council of the City of Sheboygan urges the Governor and the Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that:

1. Leases are appropriately factored into the valuation of leased properties; and
2. When using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations.



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

VIII

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 34-17-18 by Alderperson Draughton authorizing entering into contract for the purchase of one new fire engine for the City of Sheboygan Fire Department; recommends passing the Resolution.

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

Other Matters

9.1

Res. No. 34 - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase one new fire engine for the City of Sheboygan Fire Dept.

WHEREAS; The Sheboygan Fire Department created an equipment replacement schedule many years ago to insure that its fleet of fire and rescue apparatus remains dependable and compliant to national standards (NFPA), and;

WHEREAS; in concert with the replacement schedule, a frontline vehicle in the Sheboygan Fire Department Fleet has been identified as to being both ready and eligible for replacement. City of Sheboygan Fire Department staff have spent a great deal of effort in identifying and specifying a suitable and budget mindful replacement, and included same in the 2017 Capital Improvements Budget, and;

WHEREAS; The Sheboygan Fire Department has diligently worked to specify a vehicle and equipment package that meets all of its needs yet is respectful of budgetary constraints.

WHEREAS; Over the past many years The Sheboygan Fire Department has found that Fire Fighting apparatus manufactured by Pierce Inc. of Appleton WI to be some of the best in the industry and has made a conscious effort to standardize its fleet with Pierce equipment and;

WHEREAS; The responsibility for the regular maintenance and repair of the entire Sheboygan Fire Department fleet has been assumed by the Department of Public Works Motor Vehicle Division and the close proximity and willingness of Pierce Manufacturing has resulted in the City taking advantage of nearby support, replacement parts and on-going training offered to Pierce Manufacturing customers, and:

Public Safety
approve

WHEREAS; The Purchase of this apparatus includes a pre-payment discount in the amount of \$ 25,000 from the sales price of \$ 568,000. In addition, the vehicle to be replaced will be sold at auction following the receipt of the new vehicle into the fleet.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Pierce Manufacturing Inc. of Appleton WI in the amount of \$543,000 and that the need for competitive bidding is hereby waived due to the sole source exclusion, and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw payments on the following accounts in payment of same:

\$500,000 (476621100-641100) \$19,000 (40022100-649100) \$10,000 (101202100-522110) \$10,000 (101202100-524110) \$4,000 (101202100-530230)



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

VI

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. O. No. 19-17-18 by the Director of Human Resources and Labor Relations and the Fire Chief submitting a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study; recommends that the documents be referred to the Committee of the Whole.

C.O.W.

_____ 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

4.1

R. O. No. 19 - 17 - 18. By DIRECTOR OF HUMAN RESOURCE AND LABOR RELATIONS AND FIRE CHIEF. May 15, 2017.

Pursuant to Res. No. 227-16-17, we herewith submit a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study.

Finance & Personnel
C.O.W.

SHEBOYGAN FIRE DEPARTMENT JOB DESCRIPTION STUDY



MAY 2017



As Presented on May 15, 2017 by
Mike Romas, Sheboygan Fire Chief and Sandy Rohrick, Director of Human Resources
and Labor Relations

Background Information About The Study

In accordance with Substitutes of Resolution Number 227-16-17 dated April 5, 2017:

A RESOLUTION directing Fire Chief Michael Romas to work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with a report due in six weeks.

WHEREAS, it is the sense of the council that there are certain morale issues among firefighters; and

WHEREAS, some of those morale issues seem to be related to concerns regarding staffing, including the perceived need to union personnel to regularly fill in and perform the work of battalion chiefs.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief Michael Romas work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with report due in six weeks.

The resolution based on a perceived morale issues relating to staffing, including the perceived need for union personnel to regularly fill in and perform the work of battalion chiefs, Alderpersons Holzschuh, Heidemann and Thiel requested Fire Department Chief Romas and Director of Human Resources and Labor Relations Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected.

Sheboygan Fire Stations



Station 1:
833 New York Avenue
Engine 1/Med 1



Station 2:
2413 South 18th Street
Rescue 2/Med 2
Trench Rescue Trailer



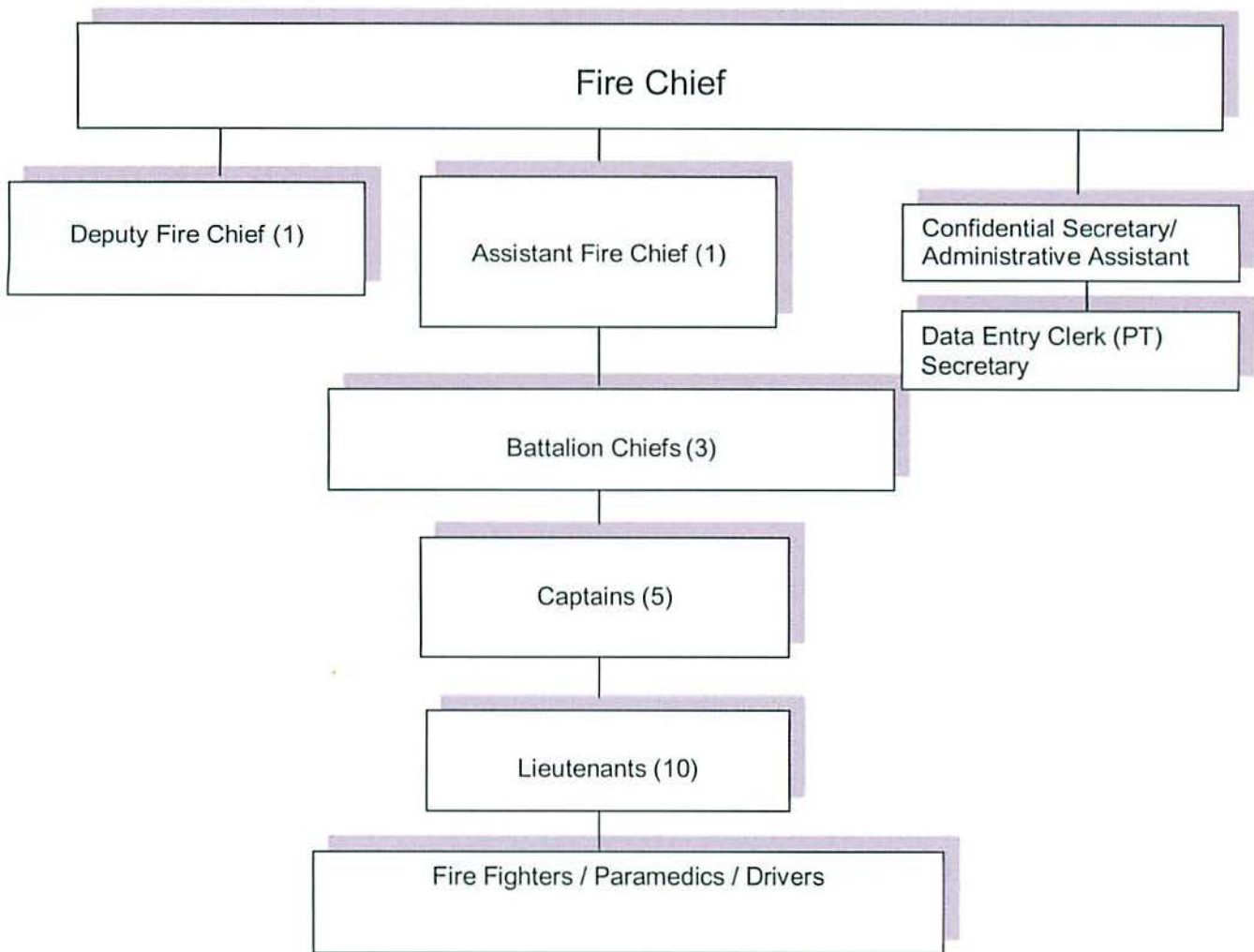
Station 3: Department Headquarters
1326 North 25th Street
Engine 3 / Med 3 / Battalion Chief Car
Med 6 (Reserve Ambulance)



Station 4:
2622 North 15th Street
Ladder 4
Engine 6 (Reserve Engine)



Station 5:
4504 South 18th Street
Ladder 5
Engine 7 (Reserve Engine)



Sheboygan Fire Department																											
Jan 2017							Feb 2017							Mar 2017							Apr 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4			1	2	3	4							1		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31	26	27	28	26	27	28	29	30	31	23	24	25	26	27	28	29	30								
May 2017							Jun 2017							Jul 2017							Aug 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6				1	2	3							1			1	2	3	4	5		
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31						
Sep 2017							Oct 2017							Nov 2017							Dec 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7			1	2	3	4							1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	31					

Department operates 24 hours/day, 7 days per week

- Employees assigned to a battalion are scheduled every 3rd day
- Battalion Chiefs (“BC”) are assigned to one of three battalions, working a “hybrid shift”, which means they follow their shift when the shift falls between Monday – Friday, plus work an additional 12 hours during normal business hours” during the week.

Section 1: Job Description Review

1.1 Background

Chief Romas started in 2014. One of the first items completed in his new role was to complete a review of all job descriptions. The purpose was to both familiarize himself with the responsibilities of each position and to audit and review the duties of each position. Battalion Chiefs (Shift Commanders at the time) and Captains were involved with the process.

In June, 2016, this process was completed a second time and was more in-depth, specifically focusing on the positions of Captains and Battalion Chiefs. The result of the review was to recommend a change to the Table of Organization (“TO”), adding one additional Battalion Chief position to the department effective July 1, 2017. This new position will oversee fire investigations, building inspections (to include new construction), as well as monitoring and updated, as appropriate, departmental Standard Operating Procedures (“SOGs”). This position will be placed on a 40-hour work week as the primary focus involves local businesses and/or developers who primarily operate Monday – Friday.

In accordance with Subs. Of Res. No. 227-16-17, a third review took place between April 3, 2017 and May 10, 2017.

1.2 Findings

All current Sheboygan Fire Department (“SFD”) job descriptions, including Captain and Battalion Chief, are accurate and contain all appropriate job duties and responsibilities required. There are no overlapping duties, except that which occur when staff are first to arrive at the scene of a fire and must take command, or in the case of a Captain or Lieutenant when “acting up” in the absence of a Battalion Chief. When this occurs, additional compensation is awarded per contract.

While Battalion Chiefs have many administrative responsibilities, these duties cannot be effectively or efficiently passed to Captains. There is no question that these administrative duties are overloading the current Battalion Chiefs, a consequence realized as a result of reducing four of the ten command staff positions.

1.3 Recommendations

No recommended changes are identified with the job descriptions. The recommendations identified on November 23, 2016, in the “**2020 Fire Plan**” by Chief Romas remain the same. This plan outlined the need for the return of Fire Department staff (adding a fifth Battalion Chief in 2018) responsible for maintenance of buildings, apparatus and equipment and allowing for staffing each shift with a 24-hour Battalion Chief, and three addition Fire Fighter/Paramedics to more appropriately staff the stations.

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Fire Department Audit Report

REPORT PREPARED BY: Director of Human Resources and Labor Relations, Sandy Rohrick and Fire Department Chief Mike Romas

REPORT DATE: May 10, 2017

MEETING DATE: May 15, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

In April, 2017, City Council requested the Fire Chief and Director of Human Resources and Labor Relations to review job descriptions and identify any deficiencies or over-lapping duties and make recommendations. The purpose of this report and presentation is to inform Common Council of the results of the study as requested in Res. No. 227-16-17.

STAFF COMMENTS:

Director of Human Resources and Labor Relations Sandy Rohrick and Fire Chief Romas met to discuss the time table, review process and objectives of the study. It was decided that Human Resources Director Rohrick would take the lead on the study because she is an outside third party who could approach the process with an unbiased and open-minded point-of-view. Rohrick is not a member of the department and is not trained in the Fire Service profession. However, she has tremendous private business acumen, a Master's Degree in Management and Organizational Behavior, and has personally worked a 24/7 shift operation, so she offers a unique insight to the study.

Over twenty members of the Fire Department were interviewed by Director Rohrick, including several Fire Fighters, all Captains and all members of the Command Staff about their job descriptions, duties and responsibilities, as well as that of their subordinates and supervisors. The interview process revealed several interesting observations regarding the department's more recent history and transitions, as well as an opportunity for employees of all levels to share their opinions and perceptions.

ACTION REQUESTED:

Members of the Common Council are asked to review the completed study.

ATTACHMENTS:

- I. Sheboygan Fire Department Administrative Study

~~XI~~

7.1

Gen. Ord. No. 5 - 17 - 18. By Alderpersons Donohue, Bohren, Wolf, Rindfleisch and Ross. June 5, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division and the Engineering Division in the Department of Public Works 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
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B. DEPARTMENT OF PUBLIC WORKS

Delete:

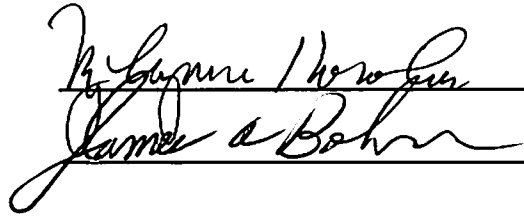
- | | | |
|---|----|----|
| 1. Department of Public Works | | |
| Administrative Assistant/Confidential Secretary | 04 | 01 |
| Cemetery Supervisor/Administrative Assistant | 04 | 01 |
| 5. Wastewater Treatment Division | | |
| Clerk Typist | 03 | 01 |
| 6. Engineering Division | | |
| Senior Engineer Aide/Cad Operator | 08 | 01 |

Lis over

Add:

1. Department of Public Works		
Business Analyst/Administrative Supervisor	06	01
Receptionist/Data Entry	01	02
5. Wastewater Treatment Division		
DPW Administrative Assistant	04	01
6. Engineering Division		
GIS Project Technician	06	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.



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: Business Analyst / Administrative Supervisor
Department: Department of Public Works

Date Issue: May 22, 2017
Reports To: Director, Department of Public Works

FLSA Classification: Exempt
Wage: Salary Grade 6

	Minimum	Midpoint	Maximum
As of 2017	\$42,709	\$53,386	\$64,064

Position Summary

Under the general supervision of the Director of Public Works, the Business Analyst / Administrative Supervisor is a highly technical position responsible for assisting and/or championing the development, design and implementation of performance measures, as well as responsibility for supervising department administrative personnel and needs. Work primarily involves leadership over the administrative functions and personnel of the department, from budgetary monitoring, problems and concerns, to developing, designing and monitoring performance measures and reviewing long-range trend analysis.

Essential Duties & Responsibilities

1. Develops and tracks department performance metrics and designs, presents and implements performance measure in conformance with the long-range department and city goals.
2. Develops useful performance measures and assists in the assimilation of those measures into department operations. Monitors, maintains, analyzes, and modifies performance measures on an on-going basis to reflect the Department of Public Works experience and history.
3. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
4. In conjunction with the Director of Finance and Department of Public Works Director, develops or assists in the development of the department's annual budget and monitors progress throughout the year.
5. Organize and oversee employee and/or citizen engagement surveys and develops a plan of action to identify and address the improvement program.
6. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
7. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
8. Identify and/or coordinate grant writing opportunities.
9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.
10. Participates in the implementation and/or upgrades of MUNIS software system.

Qualification Requirements:

11. Meets with and presents department budgeting and financial issues to public groups and individuals.
12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
13. Knowledge of principles and practices of accounting, budgeting and finance in a business setting.

14. Knowledge of performance measure budgeting and analysis.
15. Ability to maintain financial records and accounts.
16. Ability to create, prepare and present reports covering a variety of department needs.
17. Ability to work effectively under tight time constraints.
18. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
19. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
20. Professional-level knowledge of MSOffice products and the ability to work at a personal computer terminal for extended periods of time.
21. Ability to adapt to financial software products.

Education and/or Experience

22. Bachelor's degree in Public Administration, Political Science, Accounting, Business or related field preferred.
23. Three to five years of experience in a professional business environment, development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in a professional business and/or public sector environment.
24. Three or more years of demonstrated success in a supervisor capacity.

Essential Physical Functions/Needs of the Job

25. The physical demands for the position 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. Extended periods of time sitting using a keyboard are expected.

Pre-employment Requirement

26. 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.



Job Description

Job Title:	DPW Administrative Assistant	Department:	Department of Public Works		
Date Issue:	May 22, 2017	Reports To:	Business Analyst, Administrative Supervisor		
FLSA Classification:	Non-Exempt	Wage:	Salary Grade 4		
			Minimum	Midpoint	Maximum
		As of 2017	\$17.61/hour	\$22.01/hour	\$26.42/hour

Position Summary

Under the general supervision of the Waste Water Treatment Plan Superintendent, and in coordination with needs derived from the Municipal Service Building and Director of Public Works, performs diverse and responsible administrative assistant responsibilities, including analytical work requiring individual judgement, initiative and specialized knowledge of both the Waste Water Treatment Plan ("WWTP") and Department of Public Works ("DPW"). Customer service for citizens and administrative/data entry needs for both WWTP and DPW included. 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. Knowledge of city and departmental policies and procedures needed.

Essential Duties & Responsibilities

1. Assist citizen needs for both walk-in customers or phone calls.
2. Develops and implements procedures for expediting the flow of clerical work.
3. Researches, organizes, and types correspondence and complex statistical or financial reports.
4. Maintains varied statistical and/or bookkeeping records and prepares reports of considerable difficulty.
5. Maintains responsibility for and recommends needed improvements on an efficient filing system.
6. Receives and screens telephone calls and visitors and acts as an intermediary for supervision, and maintains a department calendar.
7. Handles mail, answers routine correspondence, and routes technical inquiries to the proper person.
8. May issue permits and licenses, receive payments, make receipts, and audit accounts.
9. Performs other related work as assigned.
10. Answers routine correspondence through written or oral responses.
11. Composes letters, memoranda and other correspondence.
12. May be needed to attend and/or participate in department.
13. Must be familiar with or capable of understanding city ordinances relating to permits, including parks, boat ramp stickers, diving, driveway, street excavating, dumpsters, parades, fireworks, etc. and collect appropriate fees for such, and produces the receipt and audits the account.
14. May be required to update websites, as needed.
15. Must be capable of preparing requisitions, purchase orders etc. for the department.
16. Ability to utilize a personal computer and related equipment.
17. May participate or be responsible for UPS or other related shipping and billing.
18. Assist in the processing of documents related to personnel changes to account for inter-department changes or promotions/demotions. Employee may be responsible for coordinate Personnel Change Notifications, working with department supervisors and/or superintendents, as well as the Human Resources Department, including payroll.
19. Performs additional tasks as assigned.

Qualification Requirements:

20. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
21. Ability to work effectively under tight time constraints.
22. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
23. Ability to adapt to the needs of the department.
24. Possesses significant knowledge of office methods, practices and equipment.
25. High level of proficiency in typing accurately and efficiently.
26. Willing and able to participate in meetings during non-traditional office hours.

Education and/or Experience

27. Associates Degree from an accredited college or university with general business or office management/bookkeeping degree is preferred.
28. Three to five years of previous administrative assistant and customer service experience required.
29. Five to seven years of previous data entry experience preferred.
30. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

31. 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.
32. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

24. 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.



Job Description

Job Title: Receptionist / Data Entry Clerk **Department:** Department of Public Works

Date Issue: May 22, 2017 **Reports To:** Business Analyst, Administrative Supervisor

FLSA Classification: Non-Exempt **Wage:** Salary Grade 1

	Minimum	Midpoint	Maximum
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 Department of Public Works 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.

Essential Duties & Responsibilities

1. Assist citizen needs for both walk-in customers or phone calls.
2. Answers routine correspondence through written or oral responses.
3. Composes letters, memoranda and other correspondence.
4. May be needed to attend and/or participate in department meetings.
5. Must be familiar with or capable of understanding city ordinances relating to permits, including parks, boat ramp stickers, diving, driveway, street excavating, dumpsters, parades, fireworks, etc. and collect appropriate fees for such, and produces the receipt and audits the account.
6. May be required to update websites, as needed.
7. Must be capable of preparing requisitions, purchase orders etc. for the department.
8. Ability to utilize a personal computer and related equipment.
9. May participate or be responsible for UPS or other related shipping and billing.
10. Assist in the processing of documents related to personnel changes to account for inter-department changes or promotions/demotions. Employee may be responsible for coordinate Personnel Change Notifications, working with department supervisors and/or superintendents, as well as the Human Resources Department, including payroll.
11. Performs additional tasks as assigned.

Qualification Requirements:

12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
13. Ability to work effectively under tight time constraints.
14. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
15. Ability to adapt to the needs of the department.

Education and/or Experience

16. Associates Degree from an accredited college or university with general business or office management/bookkeeping degree is preferred.
17. One to three years of previous customer service experience preferred.
18. One to three years of previous data entry experience preferred.
19. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

- 20. 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.

- 21. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

- 24. Position is contingent on the individual passing a pre-employment drug screen.

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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.



Job Description

Job Title:	GIS / Project Technician	Department:	Department of Public Works		
Date Issue:	May 22, 2017	Reports To:	City Engineer		
FLSA Classification:	Non-Exempt	Wage:	Salary Grade 6		
			Minimum	Midpoint	Maximum
		As of 2017	\$42,709	\$53,386	\$64,064

Position Summary

Under the general supervision of the City Engineer with the Public Works Department, the Geographic Information System ("GIS") / Project Specialist is responsible for performing various duties related to the development and maintenance of the City's GIS, including coverage creation, database development, quality control and output. In addition, the position will support miscellaneous departmental needs, including assisting or leading project research in areas both within the Engineering Division, as well as other divisions within the Department of Public Works.

Essential Duties & Responsibilities

1. Assists in the development by either working independently or with a team to develop, maintenance, coordination and support of the City's GIS to advance the goals of the City's mapping and reporting needs. This includes digital map production, maintenance, and database activities that support the relevant geographic data.
2. Assists in the department in the development or creation of special projects or assignments.
3. Develops arc, polygon and point geographic coverages through the use of digitization and coordinate geometry under the ARC/GIS ESRI software program on the Windows Platform environment.
4. Prepare digital data request for internal and external customers.
5. Create other digital and hardcopy maps for other government offices both within and outside the city to support daily office functions, public hearing meetings and other governmental meetings.
6. Researches and obtains source documents necessary to accurately develop geographic and analytical data. Obtaining this documentation through significant interaction with various departments and agencies.
7. Create daily customized mapping products utilizing cartographic skills to portray data in an understandable format for the general public, interoffice use and other government offices both within and outside the City of Sheboygan (orthophotos, site plans, etc).
8. Consults with Information Systems staff to utilize/manipulate information currently stored on the AS400 Mainframe within the GIS software.
9. Develops/assists in development of programs in order to streamline geographic data entry and analysis.
10. Prepare and maintain user and system documentation for all data acquisition and processing to include metadata development for all coverages.

11. Stays current with trends and developments in GIS software in order to remain current with changes and growth of GIS, both within the city operations and market trends.
12. Assist general public and office personnel with accessing land records information.
13. Analyzes data, prepares reports, memoranda and correspondence.

Qualification Requirements:

14. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
15. Ability to create, prepare and present reports covering a variety of department needs.
16. Ability to work effectively under tight time constraints.
17. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
18. Ability to adapt to the needs of the department.

Education and/or Experience

19. Bachelor's Degree from an accredited college or university with major coursework in Geographic Information Systems, geography, computer science or urban and regional planning, plus a minimum of two years of experience with GIS, ARC/INFO and ARCVIEW software is preferred.
20. Knowledge of Geographic Information System (GIS) and cartographic principles and techniques, ARC/INFO and ARCVIEW software. Extensive working knowledge of G.I.S. methods and procedures for input, processing output, and development of applications. Ability to work independently with minimal direction, ability to pay close attention to detail and to interact effectively with the general public and office staff. Knowledge of AutoDesk drafting and mapping products would be a plus.
21. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

22. 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.
23. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

24. Position is contingent on the individual passing a pre-employment drug screen.

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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.

III

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

Submitting a communication from Dave and Jean Gruber stating their concerns regarding the proposed Kohler Co. annexation to the City.

reg.

City Clerk

"Dear Council Members,

This community finds itself in a contentious battle over the fate of Kohler land and its use as another first class golf facility. We have read all of the Environmental Impact Statements, applications and arguments as I hope all of you will have done prior to making a decision on the potential hostile annexation of this property. Unsurprisingly, the Sheboygan County Economic Development Corporation of course thinks this project to be a home run from one of the area's biggest benefactors – well...because that's their job. And to put the cart ahead of the horse, should the City step in to make an annexation possible, and this project is ultimately approved. I have no doubt Mr. Kohler will do a first class job with the property – he has proven that in his other ventures and we compliment him for that.

However, we ask you to consider the other elephant in the room. That is the relationship with your otherwise good neighbor to the south, the Town of Wilson, and more importantly the very intrinsic value that non-development of the project brings to the community. I am 66 years old, born and raised in the Town of Wilson and a huge Sheboygan fan. My wife was born and raised in the City of Sheboygan. We own a home in the Town of Wilson, although our principal residence is in the Lansing, Michigan area. We travel the Great Lakes extensively and truth be told, the beauty of the Sheboygan and Town of Wilson shoreline as it presently exists, offers one of the finest, if not the finest resource left on the Great Lakes. That's why we come back time after time. We believe that is what attracts many people to the Sheboygan area – and will continue to attract them to our city. The existence of world-class golf here needs no final exclamation point on the subject land; we fortunately already have it in the surrounding area – and I've used it as well. The area receives more benefit from non-development in our opinion. We believe the greater economic value lies in the area's year-round beauty rather than the addition of a seasonal course, and that north woods beauty and harbor development is what the majority of people seek in coming to this area.

That's why we ask you to vote no on annexation and put the decision back into the hands of a very capable Township. From our observation they have not stalled the process, rather they have done a fastidious job in requesting correct, and thorough information for the application process. Since 2011 Kohler has continually and systematically avoided both Township and State questions and permit processes, and the Township has never denied them a fair review of the data (when given to them). The Town of Wilson and in particular the Black River Community has a proud history that they have worked hard to build. Please allow the Township and its residents to decide their own fate and avoid the potential mistake of destroying the longtime fabric of community that the Town and City have always shared.

We ask you please give this your careful thought. Thank you.

Dave and Jean Gruber"

II

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

Submitting a communication from Attorney Westerberg of Pines Bach LLP regarding Kohler Co.'s Annexation Petition, Proposed Zoning Map Amendment, and Pre-Annexation and Development Agreement.

City Clerk

Attorney Christa O. Westerberg
cwesterberg@pinesbach.com

June 15, 2017

VIA E-MAIL

Mary Lynne Donohue, President
Sheboygan Common Council
City Hall
828 Center Avenue
Sheboygan, WI 53081

Re: *Kohler Co.'s Annexation Petition, Proposed Zoning Map Amendment, and Pre-Annexation and Development Agreement*

Dear President Donohue and Members of the Sheboygan Common Council:

This firm represents Friends of the Black River Forest, a non-profit organization of citizens living in and around the City of Sheboygan and Town of Wilson. We write to oppose the Annexation Petition, Zoning Map Amendment, and Pre-Annexation and Development Agreement that may be on the agenda for your meeting on Monday, June 19, 2017.¹

You are being asked to approve these three measures not just by Kohler Co., which seeks the changes for a proposed golf course, but by city staff who have been working closely with Kohler Co. over the past several months. While Kohler Co.'s support is not surprising given the benefits it foresees from the annexation, it is surprising that staff have become nearly indistinguishable from Kohler Co. in their advocacy. Records we have obtained show Kohler wrote documents on the City's

¹ The June 19, 2017, Agenda has not been posted to the City's website as of the date of this letter, and we have not been able to confirm these agenda items with the City informally, but we understand they could be considered as soon as June 19.

behalf and exchanged drafts of other documents with the City for revision and editing before presentation to you – the Council – and the public. No one else was given this opportunity, which calls into question whether you have been impartially and objectively advised of all the risks and benefits of this significant undertaking.

The Common Council should not approve the annexation petition, preannexation and development agreement, and zoning map amendment. There is absolutely no need to rush these approvals, and the Council should instead take its time to review and closely scrutinize the proposals to ensure they meet all legal standards, do not unduly impact the Town of Wilson and its residents, and will be a good bargain for City of Sheboygan citizens. As explained below, we believe the proposals do not meet these standards and you should reject them.

I. The Common Council Should Reject the Annexation Petition.

The Common Council should not approve the gargantuan, 561.45 acre “balloon on a string” annexation. As we explained in our May 30, 2017, letter to the Plan Commission, provided to you previously by email on June 2, 2017, the annexation does not satisfy the “rule of reason” because it is arbitrary in its shape and is not needed by the City, especially in its current form. We disagree with the Wisconsin Department of Administration’s (“DOA’s”) conclusions to the contrary, though even DOA noted the annexation is “not ideally shaped” and occupies a legal gray area. (Dep’t of Admin. Letter, 6/8/17.)

As part of our objections to the Plan Commission, we also questioned the City’s role in the annexation process. We noted the City Attorney’s letter to the DOA, strongly lobbying for the annexation, and questioned who had “directed” his office to prepare the letter – the Council? Mayor? It appears Kohler Co. did.

Documents we recently obtained through Open Records requests show that Kohler Co.’s outside counsel Debby Tomczyk emailed the City Attorney and others on Saturday, May 20, 2017, stating in relevant part:

Gentlemen:

Having reviewed the Town’s response to DOA’s annexation questionnaire, our team thought that a supplemental response from the City would be in order. Attached is a rough draft of a supplemental response for your review and comment. It would be great for your modified version of this response to be sent to DOA not later than the end of business on Monday—since DOA’s 20-day review period ends on 5/23. On a

related note, we have a meeting with DOA scheduled on Monday at 2:30 in Madison. It would be great if Darrell could join us at that meeting.

(Exhibit A, attached, emphasis added). As requested, the City submitted the letter to DOA on Monday, May 22, 2017, with only minor edits and changes to Kohler Co.'s draft. (Exhibit B, attached.) Exhibit C tracks the City's minimal changes to Kohler's draft.²

This was not the only time the City and Kohler collaborated on drafting a document regarding the annexation. In response to a records request, the City also provided records that showed Ms. Tomczyk was given the opportunity to and did edit a PowerPoint presented to the Council at its April 24, 2017, meeting regarding the upcoming Kohler Co. annexation. (See Exhibits D, E.³) Notably, this meeting occurred in closed session prefaced by the vague notice item, "southside development opportunity," which concealed the actual subject of discussion from the public. It is unclear whether the Common Council was told that Kohler edited the PowerPoint.

These documents call into question not only the City's role in the process and due diligence, but also the basis for the annexation, as expressed in the May 22 letter and April 24 PowerPoint. For example, the May 22 letter claimed that annexation was needed to provide water to Town residents who had allegedly complained to the City about unreliable service:

The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concern that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

(Ex. A at 2.) What is the evidence for this statement that Kohler's attorney wrote? How did she know whether the City had been approached by Town residents and what they had said? The Common Council should investigate the basis of this and other statements in the letter before voting.

As another example, the April 24 PowerPoint presented a rosy picture of the annexation and the economic impacts of the Kohler proposal. This was based on

² Exhibit C was created by converting both letters to Word and using the "track changes" feature to show differences between the Kohler and City drafts.

³ Exhibit E was created by converting and tracking changes in the two PowerPoint presentations. The left side of the page shows Kohler Co.'s strikeouts and the right side shows Kohler Co.'s additions.

Kohler's statements and the report prepared by Kohler's own economic consultant, SB Friedman and Company; indeed, the subsequent draft Preannexation and Development Agreement states in Section 3(a) that the Friedman report "support[s] findings that annexation of the Property to the City serves the public interest." The Common Council did not have then, and probably has never received, an independent analysis of the golf course's supposed economic benefits, should it be constructed.

These are just some of the issues we have found in our review of the City's process, and there may be more.⁴ But the information we have found should cause the Council to reject, or at a minimum, put a hold on this project until it can better investigate whether this project in fact meets applicable legal standards and is prudent for the City and its neighbors.

II. The Common Council Should Reject the Preannexation and Development Agreement.

You are also being asked to approve a Preannexation and Development Agreement with Kohler. According to the City Attorney's June 8, 2017 memo to the Finance & Personnel Committee, this agreement has been subject to "intense negotiation" between the City and Kohler "over the past two months or so." It has only recently been publicly released, however, just days before a potential June 19 vote. This short period does not give the public or the Common Council enough time to catch up and understand the agreement; our review to date shows significant gaps that will cause problems down the road, and also shows that the agreement relies too much on Kohler's representations and not a full public airing of the project's benefits and costs.

To cite just a few examples, the agreement is vague about when Kohler will connect to City sewer and water – two of the primary justifications proffered by the City and Kohler for the annexation. The agreement states sanitary sewer will be connected when both the City and Kohler deem it "feasible," but there are significant hurdles to this determination, including boring under the Black River. Agreement § 3(f). Even if these hurdles can be overcome, there is no set period for installing sanitary sewer after the feasibility determination, or what must be done when the

⁴ We have requested additional records from the City and DOA, and we may supplement this letter once we have received them. Our letter to the Plan Commission also outlined other procedural flaws, such as the DOA's failure to complete its review in the required 20-day period, and the fact that critical information was not available to the public at the time of the May 30, 2017, public informational meeting on the annexation, including the draft Preannexation and Development Agreement.

parties disagree about feasibility. This language creates the potential for years of impasse.

Installation of water services is similarly uncertain. Although the Agreement states private wells are authorized to serve Kohler's property for no more than three years, the start date for the three year period is entirely undefined. Agreement § 3(g), 4(c)(ii). Is it from the date the Agreement is signed? The day construction starts? The day the development opens?

The City's financial obligations for the infrastructure improvements are also undefined. For example, it is unclear who pays for portions of the sanitary sewer mains extending from existing mains in the Town of Wilson to any laterals Kohler may install. Compare Section 3(f) with 4(b). Has the Common Council been provided with detailed calculations underlying the contract's infrastructure provisions? These types of numbers have been discussed among City staff and Kohler (Exhibit F, containing assorted correspondence and meeting dates) but we are not aware that they have been shared with the Finance and Personnel Committee or Common Council.

The agreement's vagueness is built-in. Section 1(d) describes it as only a "general outline."⁵ Is it appropriate for an Agreement that commits the City to constructing significant infrastructure to be only a "general outline"?

The agreement also commits the City to positions it may not wish to take in the future. It requires the City to "cooperate" with and "assist" Kohler's attempts to obtain permits from other agencies, regardless of the merits of Kohler's applications, the City's interests in the permit proceedings, or the impacts Kohler will create to wetlands, endangered resources, water, cultural artifacts, Kohler-Andrae State Park, and other resources used by City residents. Agreement §§ 1(a), 3(d). As we have explained to the U.S. Army Corps and other agencies engaged in these reviews, there are serious doubts as to whether Kohler can obtain these permits under applicable standards. *See, e.g., Exhibit G* (FBRF comments to U.S. Army Corps of Engineers, May 8, 2017.)⁶ The City should reserve the right to assert its interests and the interests of its citizens in these proceedings, regardless of whether those interests diverge from Kohler's.

The Agreement claims the City cannot contract away its government powers, Agreement § 1(a), but the Agreement does just that, in numerous places. It commits the City to issuing necessary permits for private septic systems and private well systems

⁵ The second sentence of Section 1(d) also contains typos and is nonsensical.

⁶ Attachments to this letter can be supplied upon request.

until City services become available, despite the fact that these are significant issues for the area. Agreement § 3(f), (g). The Agreement states other approvals will be “considered,” but this language is a fig leaf for the clear momentum behind the project and the City’s support for it, including its “best good faith” intent to “grant any necessary government approvals on a timely basis.” Agreement § 1(a).

Finally, the agreement states the City’s position that the May 2017 analysis of Kohler’s economic consultant, SB Friedman, provides the justification for the annexation and the public’s interest in it. As noted above, this analysis has not been subjected to any independent review. The agreement also claims the City’s comprehensive plan provides support, but this statement is debatable; the City should not contractually commit itself to a legal interpretation of its comprehensive plan.

The Common Council should not approve the draft Preannexation and Development Agreement as drafted.

III. The Common Council Should Reject the Zoning Request.

Finally, FBRF opposes zoning the property as SR-5, Suburban Residential. Most of our reasons are contained in the May 30 letter to the Plan Commission, which we will not repeat here. But records we have obtained since that letter contribute to our concern about the City and Kohler participating in an outcome-oriented agreement to rezone that ill serves City and Town residents. For example, City staff emailed Kohler’s counsel with advice for re-writing the rezoning justification to more likely pass muster with citizens and the Common Council. (Exhibit H.) Very little of the discussion had to do with the actual merits of zoning to SR-5.

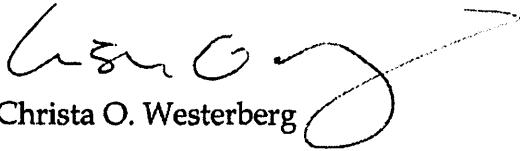
We also believe it is premature to zone the property as SR-5 before it is annexed, and before Kohler obtains approval for the golf course. There are many contingencies that may preclude the golf course or alter its design even if approved, such as the state and federal permitting process or easements needed through Kohler-Andrae State Park. All of this may affect the appropriateness of SR-5 zoning, and the City should place any property it annexes into a holding designation until the final land use is better understood. There is no need to zone the land as SR-5 now.

All of the above should lead you to ask what you really know about this project, its impacts, and its risks to City and Town residents. Any zeal for end – in this case, the golf course – should not justify the means – in this case, approval of the annexation petition, preannexation and development agreement, and zoning. The Common Council should reject all three proposals.

Thank you for your consideration, and please let me know if you have any questions.

Sincerely,

PINES BACH LLP



Christa O. Westerberg

COW:hmm

Enclosures

cc: Attorney Charles C. Adams
Mayor Michael Vandersteen
FBRF

Adams, Charles

From: Deborah C. Tomczyk <dtomczyk@reinhartlaw.com>
Sent: Monday, May 22, 2017 10:47 AM
To: Adams, Charles
Cc: Pelishek, Chad; Hofland, Darrell
Subject: RE: Draft DOA Response

Chuck: I did not intend to send the caselaw since most of it is on DOA's website. (Let me know if you need copies of anything.) I was only proposing to send the original questionnaire and any maps that your team believes would be helpful. I am on my cell (414-530-0211) if you need to reach me. Thanks, Debby

Deborah C. Tomczyk
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
414-298-8331 (phone)
414-298-8097 (fax)
414-530-0221 (cell)
dtomczyk@reinhartlaw.com

From: Adams, Charles [<mailto:Charles.Adams@sheboyganwi.gov>]
Sent: Monday, May 22, 2017 10:11 AM
To: Deborah C. Tomczyk
Cc: Pelishek, Chad; Hofland, Darrell
Subject: RE: Draft DOA Response

Debby, I've been working on a letter to DOA and reviewing your suggested letter. Your version of the letter suggests there are enclosures. Do you suggest sending along copies of the case law cited? Or is this just referring to the initial response to the questionnaire?

Chuck

From: Deborah C. Tomczyk [<mailto:dtomczyk@reinhartlaw.com>]
Sent: Saturday, May 20, 2017 2:19 PM
To: Adams, Charles; Hofland, Darrell; Pelishek, Chad
Cc: Westphal Steven - Attorney (Steven.Westphal@kohler.com)
Subject: Draft DOA Response

Gentlemen:

Having reviewed the Town's response to DOA's annexation questionnaire, our team thought that a supplemental response from the City would be in order. Attached is a rough draft of a supplemental response for your review and comment. It would be great for your modified version of this response to be sent to DOA not later than the end of business on Monday—since DOA's 20-day review period ends on 5/23. On a related note, we have a meeting with DOA scheduled on Monday at 2:30 in Madison. It would be great if Darrell could join us at that meeting.

Please feel free to call (414-530-0221) or email me about this any time. If we don't talk before, I will try to reach out to you again on Monday morning.

Thanks, Debby

Deborah C. Tomczyk
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1000 North Water Street, Suite 1700
Milwaukee, WI 53202
414-298-8331 (phone)
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May 22, 2017

City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

SENT VIA EMAIL

Mr. Erich Schmidtke
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

Dear Mr. Schmidtke:

Re: Petition file no. 14018

Our office has been asked to supplement responses of the City of Sheboygan (the "City") to the proposed annexation in file no. 14018 from the Town of Wilson (the "Town") to the City. Specifically, this letter supplements the City's response to Section 12 of the Annexation Review Questionnaire and provides other relevant information bearing upon the public interest in the proposed annexation referenced in your letter dated May 4, 2017 to City Clerk Susan Richards.

In brief, we urge you to concur that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

1. Governmental services, including zoning, to the territory to be annexed can clearly be better supplied by the City as opposed to the Town.

(a) Zoning. The City offers extensive planning and zoning services. As noted in our response to Section 11(b) of the Questionnaire, the City appropriates \$368,000 annually for planning services. The City maintains a professional staff of five full-time planners and support staff as well as professional engineering staff. Most importantly, the City has included the territory in its Comprehensive Plan adopted December 5, 2011. Current uses and potential development within the area are consistent with both the Comprehensive Plan and the City's Zoning Maps.

By contrast, the Town's budget for planning services is \$4,000 per year, and the Town relies on hiring outside experts to assist in any significant planning matters.

(b) Sanitary Sewer Service. The City alone is able to process sanitary waste, not just in the area proposed for annexation, but in all areas north and south of the City.

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Sanitary sewer is supplied to the territory, as well as the entirety of the Town and the Town of Sheboygan, pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region.

While the Town owns some sewer pipes near the territory proposed to be annexed, all area waste feeds into the City's pipes and is treated by the City. Any sanitary sewer services offered by the Town are obtained solely via the Town's agreement with the City.

(c) Water Service. The City alone is able to provide water service to the territory proposed to be annexed. The City has its own Water Utility, under the direction of the Sheboygan Board of Water Commissioners. The Water Utility maintains some of the lowest water rates in the State of Wisconsin and is able to service a wide range of customers, including customers with heavy use needs, at very affordable rates. Consistent with *Town of Hallie v. City of Chippewa Falls*, 105 Wis. 2d 533, 542, 314 N.W.2d 321, 326 (1982), the City permissibly conditions extension of water services upon annexation. The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concerns that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

Currently, there is a 12 inch water line available at the intersection of Riverdale and 12th Street, less than one-half mile away in two directions, from the territory proposed to be annexed. There also is a ____ inch water line available at the intersection of _____ and Moenning Road. Over the next one to three years, the Water Utility plans to extend its water service south along 12th Street and west along _____ to create a loop to service all interested customers who annex to the City.

By contrast, the Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. Indeed, in the past, Town officials have expressed concern that additional high capacity wells in the area could undermine existing private residential wells.

(d) Police and Fire Services. The City has well established, well-funded emergency services, including full-time professional police, fire and EMS staff. While the Town contracts with the Sheboygan County Sheriff's Department for law enforcement services, the City maintains its own police department. Similarly, the City maintains its own fire department. City Fire Station 5 is located at 4504 South 18th Street, just north of the area proposed for annexation. Emergency response time from that station would be 60 seconds for dispatch time and 180 seconds for drive time. The Town acknowledges that it avails itself of a Mutual Aid Box Alarm System to ensure that the City's fire department responds (in

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May 22, 2017
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addition to Town fire personnel) in the event of an emergency. Accordingly, the City is well positioned to provide emergency services, and the Mutual Aid Box Alarm System ensures that all area fire personnel respond in the event of an emergency--avoiding any confusion as to which personnel should respond.

For these reasons, it should be self-evident that the City can better supply governmental services, not just to the area currently proposed to be annexed, but also to areas likely to annex in the near future if this annexation is successful. City officials would be happy to provide your office additional information at your request.

2. The territory proposed to be annexed is contiguous to existing City boundaries, and the shape of the territory is more homogeneous with the City than with the Town.

(a) Territory is Contiguous to Existing City boundaries. While Wis. Stat. sec. 66.0217(3) requires territory proposed for annexation to be contiguous to the annexing City, "contiguity" is not defined in the statute. The court in *Town of Lyons v. City of Lake Geneva*, 56 Wis. 2d 331, 336, 202 N.W.2d 228, 231 (1972) adopted Black's Law Dictionary's definition of contiguous, meaning "in close proximity; near, though not in contact; neighboring; adjoining; near in succession; in actual close contact; touching; bounded or traversed by." That court held that "contiguous" does not even have to mean "touching" and upheld an annexation ordinance where a gap existed between the limits of the annexing city and the annexed area.

The territory proposed to be annexed in this petition is physically touching, and actually contiguous to, the existing City boundaries.

(b) Connection with City Boundaries is Substantial. We are aware that an annexation failed in *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) where the property touched Racine city limits only by a corridor (which was established as a street) varying in width from 152 to 306 feet. We also note, however, that substantially the same annexation was accomplished and upheld in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965) when more land was annexed at the territory's juncture with the city.

The area proposed for annexation here is more like that in the second Mt. Pleasant case and subsequent annexations upheld by the courts than the annexation in the first Mt. Pleasant case. The juncture of this territory with the existing City boundary is 650 feet (not 250 feet as suggested by the Town).

(c) Territory is Not a Balloon on a String. We also recognize that the first Mt. Pleasant case invalidated what it characterized as a "shoestring" annexation because it created "crazy quilt boundaries" which were "difficult for both the city and the town to administer." But, later courts have upheld irregular, serpentine annexations and distinguished

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them from the shoestring annexation in the first Mt. Pleasant case--especially when such annexations resulted in better provision of governmental services, facilitated planning objectives or arose from irregular existing municipal boundaries.

- In *Town of Vernon v. Village of Big Bend*, 2001 Wis. Ct. App. 00-1007 (2001), the annexation of property which moved "in a serpentine fashion along Highway 164, excluding existing subdivisions and parcels before expanding to include commercial properties at a highway interchange" was found to be contiguous and of "an acceptable shape."
- *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005) held that an "armlike extension of the northern municipal boundary of the Village of West Baraboo" was not a "shoestring or balloon on a stick" when the village did not rely "solely on the highway right-of-way to capture a distant prized parcel" and the corridor consisted of parcels flanking both sides of a highway corridor.
- *Town of Medary v. City of LaCrosse*, 88 Wis.2d 101, 117, 277 N.W.2d 310, (1978) upheld an irregularly shaped annexation, concluding that "While the shape of the annexation is somewhat irregular, the irregularity is partly necessitated because of the irregularity of the LaCrosse city limits..."

As these cases subsequent to the first Mt. Pleasant case demonstrate, the shape and homogeneity of the territory must be evaluated in context--the context of availability of governmental services, the context of plans by both the municipalities and the petitioners and the context of existing municipal boundaries.

Town of Sugar Creek v. City of Elkhorn, 231 Wis. 2d 473, 479, 605 N.W.2d 274 (1999) favorably quoted George Hall, former Director of Municipal Boundary Review, in explaining that "homogeneity in shape requires looking beyond mere physical boundaries and considering the economic uses proposed..." Similarly, the *Town of Baraboo* court considered relevant that the corridor annexed had experienced increased traffic flow and development pressure in recent years and that the annexation allowed the village to plan for orderly development served by appropriate municipal services.

Courts respect the will of owners and electors petitioning for annexation. "The general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines...the choice of boundaries is a matter of discretion by the petitioners...They have the right under the statute to act in light of their desires and their best interests... [and]...are under no obligation to include areas in the annexation that are of no concern to them...They

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may determine the boundaries so as to insure the annexation's success." *Town of Campbell v. City of LaCrosse*, 268 Wis.2d 253, 673 N.W.2d (2003). The Town of Campbell court noted that the first Mt. Pleasant case "is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties..."

Here, the bulk of the territory proposed to be annexed consists of 10, 20 and 40 acre parcels. No connection is proposed solely via right of way. Further, the City has received inquiries about annexation from additional owners abutting and near to this territory, so the City expects that additional annexations to square City boundaries are likely in the future.

The City has planned for the area subject to this annexation petition and abutting areas to be included in, and served by, City services. The City's 2011 Comprehensive Plan for this area provides, not just the recreational development proposed by this petitioner, but also desperately needed land for additional residential development. The City currently only has _____ acres available for new single family home development within its existing boundaries. It bears noting that, although the City has not signed any annexation petition, the City owns a 10 acre parcel included within the territory proposed for annexation as well as _____ acres of vacant land abutting the territory further to the west--all of which currently lies within the Town. The City acquired this land to facilitate additional residential development in the City and anticipates annexing it as soon as possible--connecting this territory with the existing City boundary to the west of Moenning Road.

Similarly, plans of petitioners to develop a championship golf course in this area also are consistent with City plans. The City anticipates significant economic benefits from the petitioners' development, including significant increases in property tax base and hotel tax revenue. As established in caselaw, petitioners' desires to advance their best interests should be respected and the City cannot be charged with any arbitrariness in the boundaries of this annexation proposed by the petitioners. Similarly, any arbitrariness in proposed annexation boundaries arising from existing City/Town municipal boundaries should be excused. Indeed, this annexation presents the means of realizing the City's long term planning objectives.

(d) Territory Does Not Create a Town Island. The Town's charge that this annexation would create a functional town island ignores applicable law. Wis. Stat. sec. 66.0221(1) prohibits a city or village from creating "by annexation, a town area which is *completely surrounded* by the city or village." *Wagner Mobil, Inc. v. City of Madison*, 190 Wis. 2d 585, 593, 527 N.W.2d 301 (1995) holds that a town island is created under Wis. Stat. sec. 66.0221(1) only when a portion of the town is entirely encircled by the corporate boundaries of the annexing city or village. The annexation in that case was upheld although a

Mr. Erich Schmidtke
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functional town island was created by the City of Madison on two sides and by two different towns and a village on other sides.

Here, a casual review of the existing City/Town boundary displays several more significant isolated areas than that proposed with this annexation. But, more importantly, any isolation of areas that would remain in the Town following this annexation would be caused, not just by proximity to the City, but also by Lake Michigan. This is the exact circumstance upheld by the Wagner Mobil court.

While the shape of the proposed annexation and the homogeneity of the territory may be somewhat irregular, they are not usual for the City's existing southern boundary. Further, this annexation facilitates the City's long term planning objectives and accommodates extension of City services. Desires of the petitioners in drawing their boundaries should be respected and found to satisfy the public interest as they did in the Town of Vernon, Town of Baraboo an Town of Medary cases.

For all of the reasons in our original questionnaire and in this letter, we urge you to find that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

Yours very truly,

Charles Adams

36276852

Encs.



May 22, 2017

SENT VIA EMAIL ONLY

Mr. Erich Schmidtke
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

Re: Petition file no. 14018

Dear Mr. Schmidtke:

My office has been directed to supplement the response of the City of Sheboygan (the "City") to the proposed annexation in file no. 14018 from the Town of Wilson (the "Town") to the City. Specifically, this letter supplements the City's response to Section 12 of the Annexation Review Questionnaire and provides other relevant information bearing upon the public interest in the proposed annexation referenced in your letter dated May 4, 2017 to City Clerk Susan Richards.

After a careful review of the relevant legal standard, I believe the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c). I ask that you concur.

1. Governmental services, including zoning, to the territory to be annexed can clearly be better supplied by the City as opposed to the Town.

(a) Zoning. The City offers extensive planning and zoning services. As noted in our response to Section 11(b) of the Questionnaire, the City appropriates \$368,000 annually for planning services. The City maintains a professional staff of four full-time planners as well as professional engineering staff. Most importantly, the City has included the territory in its Comprehensive Plan adopted December 5, 2011. Current uses and potential development within the area are consistent with both the Comprehensive Plan and the City's Zoning Maps.

By contrast, the Town's budget for planning services is \$4,000 per year, and the Town relies on hiring outside experts to assist in any significant planning matters.

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

Mr. Erich Schmidtke
May 22, 2017
Page 2

(b) Sanitary Sewer Service. The City alone is able to process sanitary waste, not just in the area proposed for annexation, but in all areas north and south of the City. Sanitary sewer is supplied to the territory, as well as the entirety of the Town and the Town of Sheboygan, pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region.

While the Town owns some sewer pipes near the territory proposed to be annexed, all area waste feeds into the City's pipes and is treated by the City. Any sanitary sewer services offered by the Town are obtained solely via the Town's agreement with the City.

(c) Water Service. The City alone is able to provide water service to the territory proposed to be annexed. The City has its own Water Utility, under the direction of the Sheboygan Board of Water Commissioners. The Water Utility maintains some of the lowest water rates in the State of Wisconsin and is able to service a wide range of customers, including customers with heavy use needs, at very affordable rates. Consistent with *Town of Hallie v. City of Chippewa Falls*, 105 Wis. 2d 533, 542, 314 N.W.2d 321, 326 (1982), the City permissibly conditions extension of water services upon annexation. The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concerns that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

Currently, there is a 12-inch water line available at the intersection of Riverdale and 12th Street. This line is less than one-half mile away in two directions from the territory proposed to be annexed. There also is a 16 inch water line available on the west side of the proposed annexation at approximately 340 feet south of Creekview Court and Moenning Road. Over the next one to three years, the Water Utility plans to extend its water service south along South 12th Street and west along Stahl Road (CTH KK) to create a loop to service all interested customers who annex to the City.

By contrast, the Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. Indeed, in the past, Town officials have expressed concern that additional high capacity wells in the area could undermine existing private residential wells.

Mr. Erich Schmidtke
May 22, 2017
Page 3

(d) Police and Fire Services. The City has well-established, well-funded emergency services, including full-time professional police, fire and EMS staff. While the Town contracts with the Sheboygan County Sheriff's Department for law enforcement services, the City maintains its own police department. Similarly, the City maintains its own fire department. City Fire Station 5 is located at 4504 South 18th Street, just north of the area proposed for annexation and is staffed full time 24/7 by three firefighter/paramedics with an aerial truck and a pumper. Emergency response time from that station would be 60 seconds for dispatch time and 180 seconds for drive time. The Town acknowledges that it avails itself of a Mutual Aid Box Alarm System to ensure that the City's fire department responds (in addition to Town fire personnel) in the event of an emergency. Accordingly, the City is well positioned to provide emergency services, and the Mutual Aid Box Alarm System ensures that all area fire personnel respond in the event of an emergency--avoiding any confusion as to which personnel should respond.

For these reasons, it should be self-evident that the City can better supply governmental services, not just to the area currently proposed to be annexed, but also to areas likely to annex in the near future if this annexation is successful. City officials would be happy to provide your office additional information at your request.

2. The territory proposed to be annexed is contiguous to existing City boundaries, and the shape of the territory is more homogeneous with the City than with the Town.

(a) Territory is Contiguous to Existing City boundaries. While Wis. Stat. sec. 66.0217(3) requires territory proposed for annexation to be contiguous to the annexing City, "contiguity" is not specifically defined in the statute. The court in *Town of Lyons v. City of Lake Geneva*, 56 Wis. 2d 331, 336, 202 N.W.2d 228, 231 (1972) adopted Black's Law Dictionary's definition of contiguous, meaning "in close proximity; near, though not in contact; neighboring; adjoining; near in succession; in actual close contact; touching; bounded or traversed by." That court held that "contiguous" does not even have to mean "touching" and upheld an annexation ordinance where a gap existed between the limits of the annexing city and the annexed area.

Mr. Erich Schmidtke
May 22, 2017
Page 4

Notwithstanding, that rather broad definition, the territory proposed to be annexed in this petition actually physically touches the existing City boundaries, and is thereby contiguous to the City boundaries.

(b) Connection with City Boundaries is Substantial. It is true that an annexation failed in *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) where the property touched Racine city limits only by a corridor (which was established as a street) varying in width from 152 to 306 feet. However, it is important to note that substantially the same annexation was accomplished and upheld in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965) when more land was annexed at the territory's juncture with the city.

The area proposed for annexation here is more like that in the second Mt. Pleasant case and subsequent annexations upheld by the courts than the annexation in the first Mt. Pleasant case. The juncture of this territory with the existing City boundary is 650 feet (not 250 feet as suggested by the Town).

(c) Territory is Not a "Balloon on a String". One of the key holdings of the first Mt. Pleasant case was its invalidating of what the court characterized as a "shoestring" annexation because it created "crazy quilt boundaries" which were "difficult for both the city and the town to administer." But, later courts have upheld irregular, serpentine annexations and distinguished them from the shoestring annexation in the first Mt. Pleasant case--especially when such annexations resulted in better provision of governmental services, facilitated planning objectives or arose from irregular existing municipal boundaries.

- In *Town of Vernon v. Village of Big Bend*, 2001 Wis. Ct. App. 00-1007 (2001), the annexation of property which moved "in a serpentine fashion along Highway 164, excluding existing subdivisions and parcels before expanding to include commercial properties at a highway interchange" was found to be contiguous and of "an acceptable shape."
- *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005) held that an "armlike extension of the northern municipal boundary of the Village of West Baraboo" was not a "shoestring or balloon on a stick" when the village did not rely "solely on the highway right-of-way to capture a distant prized parcel" and the

corridor consisted of parcels flanking both sides of a highway corridor.

- *Town of Medary v. City of LaCrosse*, 88 Wis.2d 101, 117, 277 N.W.2d 310, (1978) upheld an irregularly shaped annexation, concluding that “While the shape of the annexation is somewhat irregular, the irregularity is partly necessitated because of the irregularity of the LaCrosse city limits...”

As these cases subsequent to the first Mt. Pleasant case demonstrate, the shape and homogeneity of the territory must be evaluated in context—the context of availability of governmental services, the context of plans by both the municipalities and the petitioners, and the context of existing municipal boundaries.

Town of Sugar Creek v. City of Elkhorn, 231 Wis. 2d 473, 479, 605 N.W.2d 274 (1999) favorably quoted George Hall, former Director of Municipal Boundary Review, in explaining that “homogeneity in shape requires looking beyond mere physical boundaries and considering the economic uses proposed...” Similarly, the Town of Baraboo court considered relevant that the corridor annexed had experienced increased traffic flow and development pressure in recent years and that the annexation allowed the village to plan for orderly development served by appropriate municipal services.

Courts respect the will of owners and electors petitioning for annexation. “The general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines...the choice of boundaries is a matter of discretion by the petitioners...They have the right under the statute to act in light of their desires and their best interests... [and]...are under no obligation to include areas in the annexation that are of no concern to them...They may determine the boundaries so as to insure the annexation’s success.” *Town of Campbell v. City of LaCrosse*, 268 Wis.2d 253, 673 N.W.2d (2003). The Town of Campbell court noted that the first Mt. Pleasant case “is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties...”

Here, the bulk of the territory proposed to be annexed consists of 10, 20 and 40 acre parcels. No connection is proposed solely via right of way. Further, the City has received inquiries about annexation from additional owners

Mr. Erich Schmidtke
May 22, 2017
Page 6

abutting and near to this territory, so the City expects that additional annexations to square City boundaries are likely in the future.

The City has planned for the area subject to this annexation petition and abutting areas to be included in, and served by, City services. The City's 2011 Comprehensive Plan for this area provides not only the recreational development proposed by this petitioner, but also desperately needed land for additional residential development. The City currently only has 61 acres available for new single family home development within its existing boundaries. It bears noting that, although the City has not signed any annexation petition, the City owns a 20 acre parcel included within the territory proposed for annexation as well as 60 acres of vacant land abutting the territory further to the west—all of which currently lies within the Town. The City acquired this land to facilitate additional residential development in the City and anticipates annexing it as soon as possible—connecting this territory with the existing City boundary to the west of Moening Road.

Similarly, plans of petitioners to develop a championship golf course in this area also are consistent with City plans. The City anticipates significant economic benefits from the petitioners' development, including significant increases in property tax base and hotel tax revenue. As established in case law, petitioners' desires to advance their best interests should be respected and the City cannot be charged with any arbitrariness in the boundaries of this annexation proposed by the petitioners. Similarly, any arbitrariness in proposed annexation boundaries arising from existing City/Town municipal boundaries should be excused. Indeed, this annexation presents the means of realizing the City's long term planning objectives.

(d) Territory Does Not Create a Town Island. The Town's charge that this annexation would create a functional town island ignores applicable law. Wis. Stat. sec. 66.0221(1) prohibits a city or village from creating "by annexation, a town area which is *completely surrounded* by the city or village." *Wagner Mobil, Inc. v. City of Madison*, 190 Wis. 2d 585, 593, 527 N.W.2d 301 (1995) holds that a town island is created under Wis. Stat. sec. 66.0221(1) only when a portion of the town is entirely encircled by the corporate boundaries of the annexing city or village. The annexation in that case was upheld although a functional town island was created by the City of Madison on two sides and by two different towns and a village on other sides.

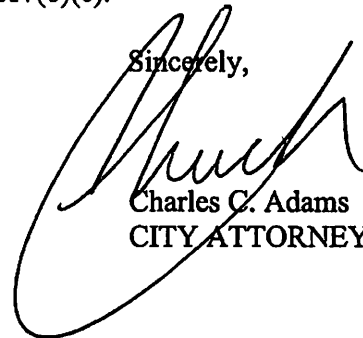
Mr. Erich Schmidtke
May 22, 2017
Page 7

Here, a casual review of the existing City/Town boundary displays several more significant isolated areas than that proposed with this annexation. But, more importantly, any isolation of areas that would remain in the Town following this annexation would be caused, not just by proximity to the City, but also by Lake Michigan. This is the exact circumstance upheld by the Wagner Mobil court.

While the shape of the proposed annexation and the homogeneity of the territory may be somewhat irregular, they are not unusual for the City's existing southern boundary. Further, this annexation facilitates the City's long term planning objectives and accommodates extension of City services. The desires of the petitioners in drawing their boundaries should be respected and found to satisfy the public interest as they did in the Town of Vernon, Town of Baraboo and Town of Medary cases.

For all of the reasons in our original questionnaire and in this letter, we urge you to find that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles C. Adams', is written over the typed name and title.

Charles C. Adams
CITY ATTORNEY

Enclosures

May 22, 2017

City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

SENT VIA EMAIL ONLY

Mr. Erich Schmidtke
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

~~Dear Mr. Schmidtke:~~ Re: Petition file no. 14018

Dear Mr. Schmidtke:

~~Our~~My office has been asked~~directed~~ to supplement ~~responses~~the response of the City of Sheboygan (the "City") to the proposed annexation in file no. 14018 from the Town of Wilson (the "Town") to the City. Specifically, this letter supplements the City's response to Section 12 of the Annexation Review Questionnaire and provides other relevant information bearing upon the public interest in the proposed annexation referenced in your letter dated May 4, 2017 to City Clerk Susan Richards.

~~In brief, we urge you to concur that~~After a careful review of the relevant legal standard, I believe the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c). I ask that you concur.

1. Governmental services, including zoning, to the territory to be annexed can clearly be better supplied by the City as opposed to the Town.

(a) Zoning. The City offers extensive planning and zoning services. As noted in our response to Section 11(b) of the Questionnaire, the City appropriates \$368,000 annually for planning services. The City maintains a professional staff of ~~five~~four full-time planners and ~~support staff~~ as well as professional engineering staff. Most importantly, the City has included the territory in its Comprehensive Plan adopted December 5, 2011. Current uses and potential development within the area are consistent with both the Comprehensive Plan and the City's Zoning Maps.

By contrast, the Town's budget for planning services is \$4,000 per year, and the Town relies on hiring outside experts to assist in any significant planning matters.

(b) Sanitary Sewer Service. The City alone is able to process sanitary waste, not just in the area proposed for annexation, but in all areas north and south of the City. Sanitary

sewer is supplied to the territory, as well as the entirety of the Town and the Town of Sheboygan, pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region.

While the Town owns some sewer pipes near the territory proposed to be annexed, all area waste feeds into the City's pipes and is treated by the City. Any sanitary sewer services offered by the Town are obtained solely via the Town's agreement with the City.

(c) Water Service. The City alone is able to provide water service to the territory proposed to be annexed. The City has its own Water Utility, under the direction of the Sheboygan Board of Water Commissioners. The Water Utility maintains some of the lowest water rates in the State of Wisconsin and is able to service a wide range of customers, including customers with heavy use needs, at very affordable rates. Consistent with *Town of Hallie v. City of Chippewa Falls*, 105 Wis. 2d 533, 542, 314 N.W.2d 321, 326 (1982), the City permissibly conditions extension of water services upon annexation. The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concerns that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

Currently, there is a 12-inch water line available at the intersection of Riverdale and 12th Street. This line is less than one-half mile away in two directions; from the territory proposed to be annexed. There also is a 16 inch water line available at on the intersection west side of the proposed annexation at approximately 340 feet south of Creekview Court and Moening Road. Over the next one to three years, the Water Utility plans to extend its water service south along South 12th Street and west along Stahl Road (CTH KK) to create a loop to service all interested customers who annex to the City.

By contrast, the Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. Indeed, in the past, Town officials have expressed concern that additional high capacity wells in the area could undermine existing private residential wells.

(d) Police and Fire Services. The City has well-established, well-funded emergency services, including full-time professional police, fire and EMS staff. While the Town contracts with the Sheboygan County Sheriff's Department for law enforcement services, the City maintains its own police department. Similarly, the City maintains its own fire department. City Fire Station 5 is located at 4504 South 18th Street, just north of the area proposed for annexation, and is staffed full time 24/7 by three firefighter/paramedics with an aerial truck and a pumper. Emergency response time from that station would be 60 seconds for dispatch time and 180 seconds for drive time. The Town acknowledges that it avails itself of a Mutual Aid Box Alarm System to ensure that the City's fire department responds (in addition to Town fire personnel) in the event of an emergency. Accordingly, the City is well positioned to provide emergency services, and the Mutual Aid Box Alarm System ensures that all area fire personnel respond in the event of an emergency--avoiding any confusion as to which personnel should respond.

For these reasons, it should be self-evident that the City can better supply governmental services, not just to the area currently proposed to be annexed, but also to areas likely to annex in the near future if this annexation is successful. City officials would be happy to provide your office additional information at your request.

2. The territory proposed to be annexed is contiguous to existing City boundaries, and the shape of the territory is more homogeneous with the City than with the Town.

(a) Territory is Contiguous to Existing City boundaries. While Wis. Stat. sec. 66.0217(3) requires territory proposed for annexation to be contiguous to the annexing City, "contiguity" is not specifically defined in the statute. The court in *Town of Lyons v. City of Lake Geneva*, 56 Wis. 2d 331, 336, 202 N.W.2d 228, 231 (1972) adopted Black's Law Dictionary's definition of contiguous, meaning "in close proximity; near, though not in contact; neighboring; adjoining; near in succession; in actual close contact; touching; bounded or traversed by." That court held that "contiguous" does not even have to mean "touching" and upheld an annexation ordinance where a gap existed between the limits of the annexing city and the annexed area.

~~The~~
Notwithstanding that rather broad definition, the territory proposed to be annexed in this petition is actually physically touching, and actually contiguous to, the touches the existing City boundaries, and is thereby contiguous to the City boundaries.

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The area proposed for annexation here is more like that in the second Mt. Pleasant case and subsequent annexations upheld by the courts than the annexation in the first Mt. Pleasant case. The juncture of this territory with the existing City boundary is 650 feet (not 250 feet as suggested by the Town).

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As these cases subsequent to the first Mt. Pleasant case demonstrate, the shape and homogeneity of the territory must be evaluated in context—the context of availability of governmental services, the context of plans by both the municipalities and the petitioners, and the context of existing municipal boundaries.

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The City has planned for the area subject to this annexation petition and abutting areas to be included in, and served by, City services. The City's 2011 Comprehensive Plan for this

area provides, not ~~just~~only the recreational development proposed by this petitioner, but also desperately needed land for additional residential development. The City currently only has ~~_____~~61 acres available for new single family home development within its existing boundaries. It bears noting that, although the City has not signed any annexation petition, the City owns a ~~1020~~ acre parcel included within the territory proposed for annexation as well as 60 acres of vacant land abutting the territory further to the west—~~all~~all of which currently lies within the Town. The City acquired this land to facilitate additional residential development in the City and anticipates annexing it as soon as possible—~~connecting~~connecting this territory with the existing City boundary to the west of Moenning Road.

Similarly, plans of petitioners to develop a championship golf course in this area also are consistent with City plans. The City anticipates significant economic benefits from the petitioners' development, including significant increases in property tax base and hotel tax revenue. As established in easement case law, petitioners' desires to advance their best interests should be respected and the City cannot be charged with any arbitrariness in the boundaries of this annexation proposed by the petitioners. Similarly, any arbitrariness in proposed annexation boundaries arising from existing City/Town municipal boundaries should be excused. Indeed, this annexation presents the means of realizing the City's long term planning objectives.

(d) Territory Does Not Create a Town Island. The Town's charge that this annexation would create a functional town island ignores applicable law. Wis. Stat. sec. 66.0221(1) prohibits a city or village from creating "by annexation, a town area which is *completely surrounded* by the city or village." *Wagner Mobil, Inc. v. City of Madison*, 190 Wis. 2d 585, 593, 527 N.W.2d 301 (1995) holds that a town island is created under Wis. Stat. sec. 66.0221(1) only when a portion of the town is entirely encircled by the corporate boundaries of the annexing city or village. The annexation in that case was upheld although a functional town island was created by the City of Madison on two sides and by two different towns and a village on other sides.

Here, a casual review of the existing City/Town boundary displays several more significant isolated areas than that proposed with this annexation. But, more importantly, any isolation of areas that would remain in the Town following this annexation would be caused, not just by proximity to the City, but also by Lake Michigan. This is the exact circumstance upheld by the Wagner Mobil court.

While the shape of the proposed annexation and the homogeneity of the territory may be somewhat irregular, they are not usual for the City's existing southern boundary. Further, this annexation facilitates the City's long term planning objectives and accommodates extension of City services. The desires of the petitioners in drawing their boundaries should be respected and found to satisfy the public interest as they did in the Town of Vernon, Town of Baraboo ~~and~~and Town of Medary cases.

For all of the reasons in our original questionnaire and in this letter, we urge you to find that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

~~Yours very truly,~~

~~Charles Adams~~

36276852

~~Encs.~~

Adams, Charles

From: Pelishek, Chad
Sent: Friday, April 21, 2017 2:56 PM
To: 'Deborah C. Tomczyk'; Adams, Charles
Cc: Hofland, Darrell
Subject: RE: CONFIDENTIAL

Thank you Attorney Tomczyk. I have incorporated your changes into the power point presentation we will be using.

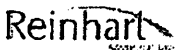
Thanks,

Chad Pelishek
Director of Planning & Development
City of Sheboygan
920-459-3383 work
920-619-1342 cell
Chad.Pelishek@sheboyganwi.gov
www.sheboyganwi.gov

From: Deborah C. Tomczyk [<mailto:dtomczyk@reinhardtlaw.com>]
Sent: Friday, April 21, 2017 2:18 PM
To: Adams, Charles
Cc: Pelishek, Chad; Hofland, Darrell
Subject: RE: CONFIDENTIAL

Chuck: I revised the powerpoint. Please feel free to comment.
Debby

Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700 | Milwaukee, WI 53202
Office: 414-298-8331 | Cell: 414-530-0211 | Fax: 414-298-8097
dtomczyk@reinhardtlaw.com | bio | vCard | reinhardtlaw.com
Legal Secretary: Carol Wirkkula | 414-298-8405 | cwirkkula@reinhardtlaw.com



From: Adams, Charles [<mailto:Charles.Adams@sheboyganwi.gov>]
Sent: Thursday, April 20, 2017 8:57 AM
To: Deborah C. Tomczyk; Pelishek, Chad; Hofland, Darrell
Subject: RE: CONFIDENTIAL

Via this email, I am forwarding to Attorney Tomczyk. Note that the word "attorneys" in the first bullet point should not have an apostrophe and should not be capitalized. I would suggest changing it before the presentation to council.

Thanks,

Chuck

From: Pelishek, Chad
Sent: Thursday, April 20, 2017 8:10 AM
To: Adams, Charles; Hofland, Darrell
Subject: CONFIDENTIAL

Attached is the updated presentation with both Chucks and Darrell's comments incorporated. Should be ready to forward to Deb.

Thanks,

Chad Pelishek
Director of Planning & Development
City of Sheboygan
920-459-3383 work
920-619-1342 cell
Chad.Pelishek@sheboyganwi.gov
www.sheboyganwi.gov

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Kohler Golf Course

In the coming weeks, the Kohler Co. ~~will be~~
~~petitioning~~ the City to annex parcels of ~~a~~ land
 to allow the proposed golf course to be in the
 City limits.


A majority of properties are controlled by
 Kohler and ~~will be supportive;~~ some
~~property~~
~~owners will not participate and will not be~~
~~supportive~~ .

Kohler Golf Course

In the coming weeks, the Kohler Co. is
expected to petition the City to annex
 parcels
 of land to allow the proposed golf
 course to
 be in the City limits.

A majority of properties are controlled
 by
 Kohler and are expected to sign the
petition.

Change No.	Type	Details
1-2	Replaced text	<input type="checkbox"/> In the coming weeks, the Kohler Co. will <u>is</u>
3	Deleted text	be-
4-5	Replaced text	petitioning <u>expected to petition</u> the City to annex parcels
6	Deleted text	a-
7-10	Replaced text	Kohler and will be supportive; some property owners will not participate and will not be supportive <u>are expected to sign the petition.</u>



City staff has negotiated a pre-annexation, development agreement with Kohler. The draft agreement includes the following items:

- ~~• City to cooperate with Developer to obtain necessary permits from US Army Corps of Engineers, US Fish and Wildlife Service, WIDNR, State Historical Society, WI Public Service Commission and Sheboygan County.~~
- ~~• City will permit development, construction and operation of a golf course, maintenance building, and Clubhouse contingent upon Plan Commission approval.~~



City staff has negotiated a pre-annexation, development agreement with Kohler. The draft agreement includes the following items:

- City will permit development, construction and operation of a golf course, maintenance building, and Clubhouse contingent upon Plan Commission approval.
- Kohler will need to obtain other necessary permits from US Army Corps of Engineers, US Fish and Wildlife Service, WIDNR, State Historical Society, WI Public Service Commission and Sheboygan County.

Change No.	Type	Details
11	Deleted text	City to cooperate with Developer
12-13	Moved text destination	City will permit development, construction and operation of a golf course, maintenance
14	Inserted text	<u>building,</u>
15	Moved text destination	<u>and Clubhouse contingent upon Plan</u>
16-17	Inserted text	<u>Commission approval. • Kohler will need to obtain</u>
18	Inserted text	<u>to obtain other necessary</u>
19-20	Replaced text	Fish and Wildlife Service, WIDNR WIDNR,
21-22	Moved text source	City will permit development, construction and operation of a golf course, maintenance
23	Deleted text	building,

	Change No.	Type	Details
	24	Moved text source	and Clubhouse contingent upon Plan
	25-26	Deleted text	Commission approval.

Other City obligations

City shall consider rezoning of the annexed parcels to ~~suburban residential~~ **5**.
 City shall consider granting two class B beer and ~~malt beverage~~ licenses ~~on~~ the premise.
 City shall allow Developer to connect into the Town/City sanitary sewer line at Developer's expense.
 City shall allow private septic sewer service to the annexed parcels until extension of the sewer is feasible.

Other City obligations

City shall consider rezoning of the annexed parcels to Suburban Residential **5**.
 City shall consider granting two class B beer and intoxicating liquor licenses for the premise.
 City shall allow Developer to connect into the Town/City sanitary sewer line at Developer's expense.
 City shall allow private septic sewer service to the annexed parcels until extension of the sewer is feasible.

Change No.	Type	Details
27-28	Replaced text	parcels to suburban-residential Suburban Residential 5.
29-30	Replaced text	and malt-beverage intoxicating liquor licenses
31-32	Replaced text	licenses enfor the

Other City obligations

Water Utility shall extend water service to the ~~golf course property at the Developer's expense~~ .

Private wells are acceptable until such time that other annexed properties can receive water service .

City shall provide police, fire and emergency service to the property.

Town Tax Reimbursement: Developer shall reimburse City for any property tax differential that must be paid to the Town.

Other City obligations

Water Utility shall work with Developer to extend water service when feasible .

Private residential wells at annexed properties are acceptable until such time when extension of water is feasible.

City shall provide police, fire and emergency service to the property.

Town Tax Reimbursement: Developer shall reimburse City for any property tax differential that must be paid to the Town.

Change No.	Type	Details
33	Inserted text	Water Utility shall <u>work with Developer to</u>
34-37	Replaced text	extend water service to the golf course property at the Developer's expense <u>when feasible</u> . Private
38	Inserted text	Private <u>residential wells</u>
39-40	Inserted text	<u>wells at annexed properties</u> are acceptable until such time
41-42	Replaced text	that other annexed properties can receive <u>when extension of water</u>
43-44	Replaced text	water service <u>is feasible</u> . City shall provide police, fire and

Pre-Annexation and Development Agreement

Up to 11 additional parcels of land in the City limits.
 Additional \$6-8M in new assessed valuation to the City.
 Future opportunity for additional annexations on S. 12th Street.
 Estimated project cost of \$10-15M.
 Up to 200 employees.
 Developer to identify the golf course as being in Sheboygan on future televised events.
 Opportunity to annex the Poth Farm (city owned-60 acres) into the City in future for single family ~~subdivision~~.

Pre-Annexation and Development Agreement

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 Estimated project cost of \$10-15M.
 Up to 200 employees.
 Developer to identify the golf course as being in Sheboygan on future televised events.
 Opportunity to annex the Poth Farm (city owned-60 acres) into the City in future for single family subdivision.

Change No.	Type	Details
45-46	Replaced text	60 acres) into the City in future for single family subdivision <u>subdivision</u> .

Next Steps

~~The Attorney's for the Kohler Co. will be contacting each of you to meet and discuss the project in more detail .~~

The Kohler Co. needs to publish a notice about the annexation in the Sheb. Press. This will occur the first week of May.

Annexation petitions will be introduced at the second CC meeting in May and referred to the Plan Commission.

Next Steps

Representatives of Kohler Co. would like to contact you to answer questions you may have.

Kohler Co. needs to publish a notice about the annexation in the Sheb. Press. This will occur the first week of May.

The expectation is that a nnexation petitions will be introduced at the second CC meeting in May and referred to the Plan Commission.

Change No.	Type	Details
47-48	Replaced text	<input type="checkbox"/> The Attorney's for the <u>Representatives of Kohler Co.</u>
49-50	Replaced text	Kohler Co. will be <u>would like</u>
51	Inserted text	<u>to</u>
52-53	Replaced text	e <u>contacting each of</u> <u>contact you to</u>
54-57	Replaced text	you to meet and discuss the project in more detail <u>answer questions you may have.</u>
58	Deleted text	<input type="checkbox"/> The Kohler Co. needs to publish a notice
59-60	Replaced text	the annexation in the Sheb. Press. This will <u>will</u> occur the first week of May.
61-62	Replaced text	<input type="checkbox"/> Annexation <u>The expectation is that annexation</u> petitions

Adams, Charles

From: Hofland, Darrell
Sent: Thursday, February 09, 2017 5:33 PM
To: Deborah C. Tomczyk
Subject: Documents

I put in today's mail, the following:

- Map of water and sewer mains.
- My binder of intergovernmental agreements with City and surrounding towns. (Without knowing what information you are looking for, it was easiest to send the whole binder.)

Once you have gleaned information from the binder, please bring to a future meeting.

Darrell Hofland
City Administrator
City of Sheboygan
(920) 459-3315 work

darrell.hofland@sheboyganwi.gov
www.sheboyganwi.gov

This message originates from the City of Sheboygan. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Records Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed without this disclaimer. If you have received this message in error, please notify me immediately.

Adams, Charles

Subject: Development Meeting
Location: Administrator's Office

Start: Mon 2/27/2017 9:00 AM
End: Mon 2/27/2017 10:00 AM
Show Time As: Tentative

Recurrence: (none)

Organizer: Hofland, Darrell

Adams, Charles

From: Hofland, Darrell
Sent: Monday, February 27, 2017 5:43 PM
To: 'Deborah C. Tomczyk'
Subject: RE: Water Usage

Thanks. I was going by memory and not my notes...

Darrell Hofland
City Administrator
City of Sheboygan
(920) 459-3315 work

darrell.hofland@sheboyganwi.gov
www.sheboyganwi.gov

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From: Deborah C. Tomczyk [<mailto:dtomczyk@reinhartlaw.com>]
Sent: Monday, February 27, 2017 5:43 PM
To: Hofland, Darrell
Subject: RE: Water Usage

15-25,000,000 gallons per year

From: Hofland, Darrell [<mailto:Darrell.Hofland@sheboyganwi.gov>]
Sent: Monday, February 27, 2017 5:36 PM
To: Deborah C. Tomczyk
Subject: Water Usage

For your client, you mentioned 12-15,000,000 gallons. Yearly?

Darrell Hofland
City Administrator
City of Sheboygan
(920) 459-3315 work

darrell.hofland@sheboyganwi.gov
www.sheboyganwi.gov

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NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

Adams, Charles

Subject: Development Agreement Review
Location: City Administrator's Office

Start: Wed 4/5/2017 10:00 AM
End: Wed 4/5/2017 11:00 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Hofland, Darrell
Required Attendees: Deborah C. Tomczyk

Adams, Charles

From: Hofland, Darrell
Sent: Thursday, May 04, 2017 12:58 PM
To: Deborah C. Tomczyk
Cc: Adams, Charles; Pelishek, Chad
Subject: water main extension consideration

Water main extension cost – see below.

The Utility would pick up the additional costs associated with either a 12 inch or 16 inch water main from an 8 inch water main. The Utility is now leaning toward a 16 inch sized water main.

Darrell Hofland
City Administrator
City of Sheboygan
(920) 459-3315 work

darrell.hofland@sheboyganwi.gov
www.sheboyganwi.gov

This message originates from the City of Sheboygan. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Records Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed without this disclaimer. If you have received this message in error, please notify me immediately.

From: Joe Trueblood [<mailto:joetrueblood@sheboyganwater.org>]
Sent: Monday, May 01, 2017 4:11 PM
To: Hofland, Darrell
Subject: RE: consideration

Some more detailed water main installation estimates, from Riverdale Ave to Stahl Road on S. 12th Street (4,400'), including street restoration, hydrants, and valves:

8" water main installed: \$412,000
12" water main installed: \$503,000
16" water main installed: \$595,000

Costs are higher per unit due to shorter overall length of the project compared with Hwy. V.

Joe

Joe R. Trueblood, P.E.
Superintendent
Sheboygan Water Utility
72 Park Ave.
Sheboygan, WI 53081
(920) 459-3805



Attorney Christa O. Westerberg
cwesterberg@pinesbach.com

May 8, 2017

VIA E-MAIL

jessica.l.kempke@usace.army.mil

U.S. Army Corps of Engineers
Attn: Jessica Kempke
211 North Broadway, Suite 221
Green Bay, WI 54303

Re: Friends of the Black River Forest Legal and Technical Comments and Request for Public Hearing on § 404 Clean Water Act Permit Application and U.S. Army Corps of Engineers Public Notice
Applicant: Kohler Company
Reference No.: 2015-01213-JLK

Dear Ms. Kempke:

This firm represents Friends of the Black River Forest ("FBRF"), a group of citizens concerned about the proposed Kohler Co. golf course in Sheboygan County, Wisconsin. The purpose of this letter is to submit FBRF's technical and legal comments regarding the above notice and application,¹ and are supplementary to comments FBRF has previously sent comments on its own behalf to the U.S. Army Corps of Engineers ("Army Corps"). The technical comments are supplied by Dr. Quentin Carpenter and are attached hereto. This letter also requests a public hearing.

Overall, the Application and Notice provide insufficient information to evaluate Kohler's proposal. To the extent they do, Kohler's application is not in the public

¹ The public notice states that comments would be received through May 6, 2017, but since that day falls on a weekend, FBRF confirmed with the Army Corps that it would accept comments submitted by the close of business on May 8, 2017.

interest and will not satisfy the 404(b)(1) guidelines for wetland fills. The project is a massive intrusion on an environmentally sensitive area, and the Army Corps should deny the permit.

Comments

- I. The Application is Incomplete and Public Notice Premature; the Corps Should Obtain Additional Information and Issue a New Notice.

The Army Corps' notice was preceded by a determination that Kohler's application for a wetland fill permit was complete, but that determination was premature and based on insufficient information. As such, the Army Corps has deprived the public of a meaningful opportunity to consider Kohler's proposal and provide appropriate comment. Lacking crucial information on project impacts, mitigation, practicable alternatives, and more, Kohler's wetlands permit application is, at best, an outline of a vast project with numerous adverse environmental implications.²

Courts have held that the Army Corps fails to meet its legal obligations under § 404 of the Clean Water Act and the National Environmental Policy Act when, as here, it solicits public notice and comment on an incomplete wetlands permit application. In *Ohio Valley Envtl. Coal. v. U.S. Army Corps of Engineers*, 674 F. Supp. 2d 783 (S.D.W. Va. 2009), the Army Corps granted wetlands permits to two mines despite the fact that the applications lacked specific information on compensatory mitigation and how it would account for any adverse environmental effects of the project. *Id.* at 794. Though the applicant later submitted a detailed mitigation plan to the Army Corps, it was not subjected to public comment. First noting that "[t]he overall purpose of the § 404 permit evaluation process and the attendant public notice is to determine whether a proposed project will result in significant, unacceptable adverse effects to the waters of the United States," *id.* at 789, the court explained that "[c]ompletion and public notice are inextricably linked," *id.* at 800. "The notice must ... include sufficient information to give a clear understanding of the nature and magnitude of the activity to generate meaningful comment." *Id.* (citing 33 C.F.R. § 325.3(a)). Even though the Army Corps had subsequently received the mitigation plans, the Army Corps' permit approvals were remanded because the application had lacked the information at the time of public comment.

² The application in this case was fortunately posted by the WDNR on its website. Otherwise, it would have been extremely difficult for the public to access the application, based on the Army Corps' notice, which stated that application documents were available for review in St. Paul, Minnesota.

Other courts have similarly concluded that where an initial permit application lacks pivotal data and information, the public has not been afforded a meaningful opportunity to comment on the proposed project. *See, e.g., National Wildlife Federation v. Marsh*, 568 F.Supp. 985 (D.D.C. 1983) (approval of § 404 permit held deficient where an important staff evaluation had not been made available for public comment), *Friends of the Earth v. Hall*, 693 F.Supp. 904 (W.D.Wash. 1988) (approval of § 404 permit held deficient where a detailed monitoring plan had not been subjected to public comment); *Sierra Nevada Forest Protection Campaign v. Weingardt*, 376 F. Supp. 2d 984 (Forest Service approval of timber projects held deficient where public not allowed to comment on draft environmental assessment).

Here, Kohler's permit application indisputably lacks completeness, as evidenced by the DNR's April 7, 2017, four-page letter listing a multitude of missing data and information for its parallel wetland fill review, and on which the Army Corps was copied. Among many other deficiencies, the letter plainly states "The wetland mitigation plan submitted is conceptual only," and lists baseline data and other information that needs collecting, before specifically concluding that the application is incomplete. DNR's letter was issued one day after the ACE opened its 30-day public notice period on April 6, 2017. Kohler has not since produced the missing information.

FBRF agrees with the DNR that the wetland mitigation plan is incomplete and likely unfeasible, as suggested by DNR and the attached comments of Dr. Quentin Carpenter. That means Kohler will have to develop another plan, but the public will have no notice and opportunity to comment on this plan and its ability to satisfy legal requirements. The notice does not meet the legal standards identified above.

FBRF also agrees other aspects of the application are deficient and will require supplementation before the Army Corps can adequately conduct its public interest and § 404(1)(b) review. As written, the Army Corps' notice accepts too many of the applicant's unsupported statements and self-serving generalizations. These include:

- Proposed activities/project description. Many aspects of the project are described too incompletely (or not at all) to allow an understanding of their location and/or impacts related to construction and operation. These include utilities, septic, the "underground irrigation system," and other project or infrastructure components which will likely increase the project's impacts.
- Biologic and endangered resource information. Kohler's own consultants have recommended additional surveys for endangered and threatened resources and other rare plants and animals. These surveys have not yet been performed, and

the public therefore lacks complete information about endangered and threatened resources which could be affected by this project.

- Secondary wetland impacts. The notice states that “[p]otential secondary effects have been identified,” and generally lists these impacts, such as from nutrient loading and hydrologic alteration. However, despite the high susceptibility of the site’s ridge and swale wetlands to secondary impacts, there is no description of the extent of these impacts, their effect, and potential mitigation. As described below and in Dr. Carpenter’s attached comments, secondary impacts are likely to be extensive and severe, destroying those wetlands that are not filled.
- Other agency approvals. The application and notice omit mention of the approval process for a Land and Water Conservation Act (“LAWCON”) conversion for the four-acre easement Kohler would require in Kohler Andrae State Park. Additionally, Kohler has recently announced its intention to petition for annexation to the City of Sheboygan.³ Whether the property will be properly zoned, and what services will be available or utilized, are all uncertain and may increase project impacts.
- Project alternatives, especially as to off-site locations.

Due to the missing information, members of the public, including FBRF, have not had opportunity to view specific, detailed information relating to the application and, it follows, provide meaningful comment. The Army Corps should collect the necessary information from Kohler and issue a supplemental public notice, permitting the public to review the actual project as proposed and its impacts. 33 C.F.R. § 325.2(a)(2).

Additionally, the Army Corps should conduct a full Environmental Impact Statement due to the many complicated and sensitive features of Kohler’s proposed site, and to further study the many unknowns associated with this project. Further, while the WDNR has prepared a draft environmental impact statement under Wis. Stat. § 1.11, the Army Corps should not rely on this draft EIS because it was prepared without any permit applications and with even less information that the Army Corps has now. FBRF’s comments on the WDNR’s draft environmental impact statement are attached hereto. A full EIS is necessary to satisfy the Corps’ obligations under NEPA.

³ See Phillip Bock, *Kohler looks to annex golf course land into Sheboygan*, Sheboygan Press, Apr. 28, 2017, available at <http://www.sheboyganpress.com/story/news/local/2017/04/28/kohler-looks-annex-golf-course-land-into-sheboygan/101031360/>

II. The Application is Not in the Public Interest and Does Not Satisfy the 404(b)(1) Guidelines.

To the extent the application does describe the project, it is clear the major transformations to this special site are not in the public interest and will not satisfy the public interest or the 404(b)(1) guidelines. The wetland fill permit should not be granted. *See* 33 C.F.R. § 323.6(a).

A. The Permit is Not in the Public Interest

The Army Corps should not grant a permit for this project because the probable impacts, including cumulative impacts, exact too heavy a toll on the public interest, when weighed against the primarily private benefits Kohler hopes to obtain.

Wetlands. As the Army Corps recognizes, “[m]ost wetlands constitute a productive and valuable public resource, the unnecessary alteration or destruction of which should be discouraged as contrary to the public interest.” 33 C.F.R. § 320.4(a). The project would impact both ridge and swale wetlands and interdunal wetlands, as well as wetlands adjacent to the Black River. The WDNR describes Great Lakes ridge and swale wetlands as imperiled in Wisconsin (state element ranking, S2) and globally vulnerable (global element rank G3). The WDNR also notes these wetlands host “exceptionally complex and diverse habitats for wetland, upland, and Great Lakes shoreline plants, and support rich assemblages of amphibians, reptiles, and breeding and migratory birds.”⁴ The WDNR describes interdunal wetlands as critically imperiled in Wisconsin (state element ranking, S1) and globally imperiled (global element rank G2), hosting critical habitat for many uncommon plant species and providing resting and feeding areas for migrating and resident water birds.⁵ These wetlands are thus important, “unique in nature or scarce in quantity to the region or local area” for purposes of 33 C.F.R. § 320.4(b)(2)(viii) and the Army Corps’ public interest review. Along with the impacted Black River wetlands, these wetlands also satisfy other criteria relevant to the Corps’ review. *See id.* § 320.4(b)(2)(i), (iii), (v)-(vii).

Kohler claims only a limited impact to wetlands associated with direct wetland fill, but it supplies only a cursory discussion of how these impacts were calculated during

⁴ *See* <http://dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=detail&Code=CCCOM102WI>

⁵ *See* <http://dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=detail&Code=CPHER068WI>

construction and operation. (Application Narrative at 25.) It also identifies general types of secondary impacts but does not quantify these amounts or explain the basis for conclusory statements, such as that it will have “adequate separation” between stormwater management areas, wetlands, and groundwater throughout the project. (*Id.* at 26.) As Dr. Carpenter explains in his attached comments, these impacts are likely to be severe. Kohler also claims no cumulative impacts, even though it partially impacts multiple wetlands. Under the Army Corps’ own guidelines, “[n]o permit will be granted which involves the alteration of wetlands identified as important” or where cumulative impacts will occur, and where the applicant cannot show the benefits outweigh these severe impacts. 33 C.F.R. § 320.4(b)(4). The permit should be denied.

Mitigation. As explained in Dr. Carpenter’s attached comments, direct and secondary impacts to the wetlands on the Kohler property are expected to be severe and totally transformational. Even if wetlands are not filled, changes to hydrology, runoff patterns, and other factors will result in a loss of the wetlands in their current state. Kohler has not demonstrated how it would minimize or avoid these secondary impacts. The loss of these wetlands cannot be adequately mitigated, since they cannot be replaced or created elsewhere. In other words, it is not “practicable,” “reasonable,” or “justified” to mitigate the losses of these unique wetlands, and the Corps should deny the permit. 33 C.F.R. § 320.4(r).

Wildlife and Endangered Resources. This project would also disrupt or destroy rare habitats, including intact forest along Lake Michigan and dune ecosystems along Lake Michigan. These habitats in turn provide valuable shelter to migratory birds, along with rare plants and animals such as Pitscher’s Thistle and the beach dune tiger beetle. The Wisconsin Society of Ornithology (“WSO”) has provided comments to the WDNR regarding impacts to migratory birds and other bird species, which are attached hereto, and which demonstrate the loss of intact forest along this shoreline would likely have significant adverse impacts to a variety of bird species, including forest interior songbirds and some potentially endangered or threatened bird species. The WSO emphasized the need for additional surveys, as have Kohler’s own consultants.⁶ Comments by Dr. Martin Bowles have noted that development on the Kohler property may negatively impact populations of rare plants like Pitcher’s Thistle on the adjoining Kohler Andrae State Park.⁷

⁶ *E.g.*, Stantec Consulting Services, Botanical Surveys, Kohler Golf Course Project, Town of Wilson, Sheboygan County, Wisconsin at 11 (Oct. 31, 2014) (“Based on the results of this botanical survey, additional rare plant surveys are strongly recommended for species in the [Endangered Resource Report], whose optimal period for identification occur in June.”).

Impacts to Private and Public Property, Water Supply, and Recreational Uses. Kohler primarily emphasizes the economic benefits of the golf course, but it will also have negative impacts to private landowners and public recreational uses. For example, the DNR's draft environmental impact statement estimated the golf course, once operational, could result in drawdowns to neighboring private wells of up to 23 feet.⁸ The Kohler entrance road proposal and large, 22,000 square foot maintenance building installed on Kohler-Andrae State Park property will also impact the Mueller family, which holds private land within the park.⁹ Needless to say, public recreational uses will be impacted by modifying the entrance road to the park, removing at least four acres of parkland from public use, and installation of new maintenance facilities serving Kohler.¹⁰ Kohler's own property is designated by Wisconsin law as a forest preserve, *see* Wis. Admin. Code § NR 15.01(16)(b), emphasizing the value of the land for wildlife and natural resources. Kohler's impacts to private and public interests support denial of the permit. 33 C.F.R. § 320.4(e), (g) (permit should not "authorize any injury to property or invasion of rights of others"), (m) (emphasizing water supply and conservation).

Other impacts. You have received comments directly from FBRF regarding other factors in the public interest review, including water quality, historic, cultural, scenic, and recreational values, as well as floodplain management. *See* 33 C.F.R. § 320.4(d), (e), (l). They have also commented on water supply, wildlife, and recreational areas. *See* 33 C.F.R. § 320.3(f). The comments additionally show that the permit is contrary to the public interest.

The "full public interest" does not support this project, given the many detrimental impacts identified above, as compared with the primarily private benefits to Kohler Co. The Corps should deny the permit.

⁷ *See* Attachment D; *see also* Exhibit 22 to Comments of FBRF, submitted April 20, 2017 (additional comments of Dr. Bowles).

⁸ *See* Draft EIS at 27, available at <http://dnr.wi.gov/topic/EIA/documents/Kohler/KohlerDraftEISPublic.pdf>

⁹ *See* Attachment E.

¹⁰ *See* Exhibit 23 to Comments of FBRF, submitted April 20, 2017 (comments of former KASP Superintendent Jim Buchholz).

B. The Application Does Not Satisfy the § 404(b)(1) Guidelines.

For many of the same reasons identified above, the application does not satisfy the 404(b)(1) guidelines in 40 C.F.R. pt. 230. These guidelines recognize the national policy that “the degradation or destruction of special aquatic sites, such as filling operations in wetlands, is considered to be among the most severe environmental impacts covered by the[] Guidelines,” and the “guiding principle should be that degradation or destruction of special sites may represents an irreversible loss of valuable aquatic resources.” 40 C.F.R. § 230.1(d). The wetlands on the Kohler property are such “special aquatic sites.” See 40 C.F.R. § 230.41.

Under the guidelines, the “fundamental” precept is that “dredged or fill material should not be discharged into the aquatic ecosystem, unless it can be demonstrated that such a discharge will not have an unacceptable adverse impact either individually or in combination with known and/or probable impacts of other activities affecting the ecosystems of concern.” 40 C.F.R. § 230.1(c). As discussed in the prior section, Kohler cannot make this showing. Kohler also cannot make the required showings under 40 C.F.R. § 230.11(c)(1)-(4), taking into consideration the required factual determinations under Subparts B through G, including those relating to cumulative and secondary effects, threatened and endangered species, aquatic organisms, and other wildlife, private water supplies, § 230.50(a), aesthetics, § 230.53,¹¹ and parks, § 230.54.

Furthermore, Kohler cannot show there is no “practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem.” 40 C.F.R. § 230.10(a). Kohler’s project is not site-dependent or wetland-dependent. It could build a golf course at another location, and has built golf courses in other locations in Sheboygan County, including Whistling Straits and Blackwolf Run. There are ample other locations across Wisconsin for a golf course; Kohler’s own practical alternatives analysis identifies existing golf courses located across the state. (Practicable Alternatives Analysis, § 1, Question 1.)

Kohler has not discussed an off-site alternative; rather, its practicable alternatives analysis reads like a public-relation piece, and not a serious effort to discuss ways to avoid the inevitable environmental impacts of this project. It simply states that development of the proposed “golf course on this Property is not practicable without wetland impacts.” (Practicable Alternatives Analysis, § 1, Question 6.) It also fails to discuss the environmental benefits of locating the golf course elsewhere. (*Id.*, § 1,

¹¹ Not only does Kohler propose to convert the property from a natural to developed state, it proposes a “Lake Michigan observation tower” accessible to guests. (Practicable Alternatives Analysis, § 1, Question 1.) It does not discuss the height of the tower or visual impacts to those off-site.

Question 5.) The Army Corps' notice unfortunately perpetuates this problem by repeating Kohler's claims that there is no suitable alternative for a golf course "with comparable characteristics to meet the overall project purpose" – again, a golf course on this property. Because off-site alternatives are presumptively available, *see* 40 C.F.R. § 230.10(a)(3), Kohler's permit must be denied.

Finally, as noted above and in the comments of Dr. Carpenter, no appropriate and practicable steps are available which would "minimize the potential adverse impacts of the discharge on the aquatic ecosystem." 40 C.F.R. § 230.10(d). Kohler asks the Corps to impermissibly "permit first-mitigate later," without any demonstration that its proposed mitigation is allowable or feasible.

Kohler cannot satisfy the 404(b)(1) guidelines, and its permit should be denied.

Request for Public Hearing

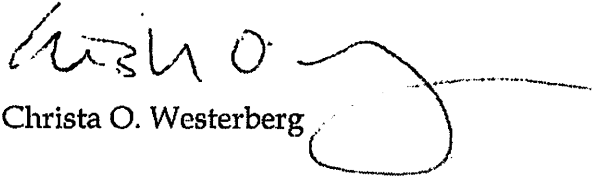
FBRF requests the Army Corps conduct a public hearing as to this application. This is a large project on an extremely environmentally sensitive property that has remained undeveloped for decades. The environmental impacts are significant and many, from impacts on rare wetlands to endangered resources to Lake Michigan waterfront to migratory birds to the Black River. It is near a heavily-used state park and would result in the loss of the public's use of the park and change park users' experiences from the very moment they turn onto the access road. It would also have a substantial human impact to the many residents in the area and those who use area roads and infrastructure. Finally, there are significant cultural resources on and around the site.

In other words, there is a heavy public interest in this project and this property. Additionally, the public input opportunities made available by the present public notice are not as robust as they should have been, due to Kohler's incomplete application materials and the Army Corps' premature completeness determination. Any public hearing should be held after the Army Corps obtains more information about his project and makes it available to the public.

Thank you for your consideration.

Sincerely,

PINES BACH LLP

A handwritten signature in black ink, appearing to read "Christa O. Westerberg", with a large, stylized flourish extending to the right.

Christa O. Westerberg

COW:hmm
Enclosures

Adams, Charles

From: Sokolowski, Steve
Sent: Thursday, June 08, 2017 8:22 AM
To: Adams, Charles
Subject: FW: Written Justification for SR-5 Zoning

From: Deborah C. Tomczyk [mailto:dtomczyk@reinhartlaw.com]
Sent: Sunday, May 21, 2017 10:19 AM
To: Sokolowski, Steve
Cc: Pelishek, Chad
Subject: RE: Written Justification for SR-5 Zoning

Steve: We are working on this. Could you please email me a clean copy of the zoning amendment application? I cannot find it on the City's website. Thanks, Debby

Deborah C. Tomczyk
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
414-298-8331 (phone)
414-298-8097 (fax)
dtomczyk@reinhartlaw.com

From: Sokolowski, Steve [mailto:Steve.Sokolowski@sheboyganwi.gov]
Sent: Friday, May 19, 2017 11:18 AM
To: Deborah C. Tomczyk
Cc: Pelishek, Chad
Subject: RE: Written Justification for SR-5 Zoning

Deborah:

A couple of comments:

- There is not enough specific information in the narrative that speaks to why the Kohler Company is making this annexation request. This is going to be a very controversial request and it is imperative that the Kohler Company provide all the justifications they can as to why the Plan Commission and Common Council should annex this property. These Commissioners and Alderpersons are going to be on the hot seat and Kohler Company needs to provide them with all the written justifications they can so that these decision makers feel well informed about the request, and based on that information, can make an informed decision. The present narrative makes very general statements about City Comprehensive Plan goals and objectives. Kohler provides no specific information on how their proposed annexation of this property meets these goals and objectives you site - Kohler Company provides no specific reasons why the City's should annex their property. Again, as controversial as this matter will be it is imperative that Kohler Company provides these decision makers with very specific reason why the City should annex this property

(the economic impacts of the golf course, the recognition, the housing opportunities it presents, environmental, utilities, etc., etc.).

My understanding is Kohler Company will be making a presentation at the Plan Commission meeting. I would strongly suggest that you provide me with the presentation information as soon as possible so I can include it in the Plan Commissions packets prior to the meeting. I think it is very important that the Plan Commission have the ability to read and digest that information prior to the meeting. If the Plan Commission first receives that information at the meeting, it is much more difficult for them to digest it especially when they will be receiving lots of testimony both for and against this proposal (their heads will be spinning with information and statements both true and false). It is hard to take everything in when you have people coming at you from all directions (especially angry people). If the Plan Commission can get the written narrative and justifications ahead of time, it gives them the opportunity to be better informed as to why they should annex the property and better prepared to handle criticisms and/or objections.

The rezone is important but the City cannot deal with the rezone unless the property is annexed so you want to provide all the information you can in order to give the decision makers all the justifications they need so they feel comfortable, informed and at ease with making a decision to annex these properties into the City of Sheboygan (a difficult decision that will leave many people angry one way or the other and this feeling of uneasiness will bother some of the decision makers).

Be aware that this information will also be put on our Boarddocs which is where all of the City's agendas are posted. This is an agenda on the Plan Commission agenda and this attachment is available for all to see prior to the meeting.

Attached is a well written narrative that supported a recent rezone request (see attachment). This is the type of attachment I speak of in the sentence above about Boarddocs agendas above.

- Another issue I believe Kohler Company will need to be prepared to address is the fact of annexing people/property that do not want to be annexed. You should be prepared to appropriately address this sensitive issue. Does not need to be incorporated in the narrative but Kohler representatives need to be prepared to address this concern at the meetings.
- Not a big deal but just a general comment (no need to change). You state in your application letter that Kohler Company is proposing to rezone these properties. We are not rezoning these properties, we are establishing zoning. The reason being is that this land is presently located outside of City limits. So after property is annexed into the City, zoning is then established on these new City properties. A change of zoning occurs when an applicant is proposing to rezone property that is already located in the City limits and is changing from one zoning designation to another.

As I continue to review I will let you know if I need anything else.

Please feel free to contact me with any questions at (920) 459-3382.

Sincerely,

Steve Sokolowski

From: Deborah C. Tomczyk [<mailto:dtomczyk@reinhartlaw.com>]

Sent: Wednesday, May 17, 2017 1:35 PM

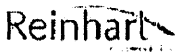
To: Sokolowski, Steve
Subject: Written Justification for SR-5 Zoning

Steve:

Per your request, attached is a word version of the written justification for SR-5 zoning submitted by Kohler on Monday. Please call or email me with questions or comments.

Thanks, Debby

Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700 | Milwaukee, WI 53202
Office: 414-298-8331 | Cell: 414-530-0211 | Fax: 414-298-8097
dctomczyk@reinhardtllaw.com | bio | vCard | reinhardtllaw.com
Legal Secretary: Carol Wirkkula | 414-298-8405 | cwirkkula@reinhardtllaw.com



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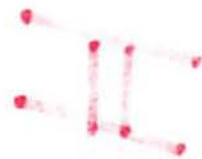
III

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

Submitting a communication from the Wisconsin Department of Administration regarding the Kohler Co. annexation stating that the proposed annexation has been reviewed and found to be in the public interest.

reg

City Clerk





**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
SCOTT A. NETZEL
SECRETARY

Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: <http://doa.wi.gov/municipalboundaryreview/>

June 8, 2017

PETITION FILE NO. 14018

SUSAN RICHARDS, CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

GEORGENE LUBACH, CLERK
TOWN OF WILSON
5935 S BUSINESS DR
SHEBOYGAN, WI 53081-8930

Subject: KOHLER CO. ANNEXATION

The proposed annexation submitted to our office on May 3, 2017 has been reviewed and found to be in the public interest. While our advisory opinion finds the annexation to be in the public interest, the Department recommends that the City and Town develop an intergovernmental boundary agreement to address and resolve the communities' irregular municipal boundaries to avoid future disputes.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine:

- 1) the shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city; and
- 2) whether the town could clearly better supply needed municipal services to the territory than the annexing city or village.

The annexation territory is contiguous to the City via a quarter-quarter sized parcel of city-owned territory approximately 650-feet wide. From there, the annexation varies in size from approximately 1,450-feet wide, narrowing to approximately 190-feet wide at a point between neighboring residential developments before ultimately expanding to a larger 450-acre territory which petitioners are intending to be developed as a golf course. Portions of the territory to be annexed are currently owned by the City.

This configuration falls somewhere between the Wisconsin Supreme Court's findings in *Mt. Pleasant v. Racine*¹ (1964) and *Mt. Pleasant v. Racine*² (1965) related to "Balloon-on-a-String" type configurations. In its 1964 *Mt. Pleasant* decision, the Supreme Court invalidated an annexation configuration varying in width from 153-feet to 306-feet. However, in its 1965 *Mt. Pleasant* decision, the Supreme Court approved of the annexation after its connection had been widened to 1,023 feet. The Department finds that, while not ideally shaped, this proposed annexation's dimensions fall closer to those of the Supreme Court's 1965 *Mt. Pleasant* decision.

Additionally, we find that the proposed land use of the annexation territory and the adjacent land to the north is more homogenous with the City than it is with the Town. Historically, the Department has sought to ensure that excess rural areas that are intended for continued rural use are not brought within a city or village when considering homogeneity either in the context of an annexation or an incorporation. This annexation is immediately adjacent to a fully developed part of the Town that features isolated town islands and peninsulas resulting in extremely fragmented city and town boundaries. Land uses within these isolated areas are urban in nature and much more consistent with the developed City lands than with the bulk of Town of Wilson lands to

¹ *Mt. Pleasant v. Racine*, 24 Wis. 2d 41 (1964).

² *Mt. Pleasant v. Racine*, 28 Wis. 2d 519 (1965).

the southwest which tends to be more rural in nature. As these areas annex to the City a rational shape will be achieved where one is currently lacking, either with or without the adoption of the proposed ordinance.

The land use proposed by the petitioners is also urban in nature. As mentioned, petitioners intend to develop a golf course and they desire City services such as sewer and water, police and fire protection, and planning and zoning services. The City indicates in its submitted questionnaire that it can provide these desired services. Petitioner has committed to using City water for the proposed development's clubhouse, irrigation system, maintenance building and cart building within three years of development. It cannot be said that the Town can "better" provide services such as water.

In our view, the intent of the statutes is to ensure that cities and villages grow in a rational manner. As noted above, the Department has found annexations involving excess rural land are against the public interest. *Village of Palmyra*, January 15, 2013. However, that is not what is occurring in this case. Here, the proposed annexation involves an urban use that requires urban services, and which is immediately adjacent to other urbanized areas. *Village of Palmyra*, December 2, 2014. The territory of the proposed annexation in this case is a logical extension of current urbanization of the area, and it is in the public interest to bring it within the boundaries of the City. Consequently, the proposed annexation differs from other Department opinions cited by the Town.

The Department recommends that the City and Town develop and utilize a boundary agreement under ss. 66.0301 or 66.0307 Wis. Stats.³ which, over time, would create a rational municipal boundary line between the communities. The effect of this annexation will be to encompass existing urbanized development in this part of the Town of Wilson and could become a rational southern boundary of the City. However, effectuating this rational municipal boundary line will require the ultimate transfer of the isolated Town lands encompassed by this annexation.

Many Wisconsin communities have utilized boundary agreements to successfully resolve these types of irregular municipal boundaries, land use and service issues facing the City of Sheboygan and Town of Wilson. These approved boundary agreements are available for viewing at the Department's Municipal Data System – mds.wi.gov – and resources are also available on the Department's website, including a roster of mediators trained to help communities resolve municipal boundary issues. Department staff are also available to answer any questions regarding boundary agreement requirements or process, or any other technical assistance.

Finally, the Department points out two issues with the scale map and metes and bounds description. First, the scale map and metes and bounds description indicate that no part of the annexation territory lies in the Southwest 1/4 of Section 10. However, the location description portion of the legal description does reference the southwest 1/4 of section 10. Second, the length of the call "South 00deg 23min 58sec West, 310.00 feet" in lines 11-12 of the metes and bounds description is shown as 310.06' on the scale map. These inconsistencies should be examined and resolved.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14018 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI

³ Additionally, communities in litigation over municipal boundaries may utilize s. 66.0225 Wis. Stats. to resolve that litigation via a stipulation and order intergovernmental agreement which is signed by the judge. Furthermore, s. 66.0217(11)(b) Wis. Stats. encourages parties to an annexation dispute to consider utilizing alternative dispute resolution.

53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2088>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

A handwritten signature in black ink, appearing to read "Erich Schmidtke". The signature is fluid and cursive, with a large initial "E" and "S".

Erich Schmidtke, Municipal Boundary Review

cc: Petitioners and Petitioners' Representative

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 28-17-18 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Pre-annexation and Development Agreement; recommends pass the Resolution along with attached updated agreement.

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

5.6

Res. No. 28 - 17 - 18. By Alderpersons Donohue and Bohren.
June 5, 2017.

A RESOLUTION authorizing the appropriate City officials to execute the Preannexation and Development Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Preannexation and Development Agreement between the City of Sheboygan and Kohler Company, in form substantially similar to the attached.

*Finance & Personnel
approve w/
updated agmt.*

Thelma Donohue

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

**PREANNEXATION AND
DEVELOPMENT AGREEMENT**

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY of SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation (the "City") and KOHLER CO., a Wisconsin corporation ("Developer").

RECITALS

The City and Developer acknowledge the following:

A. Developer owns approximately 247 acres of vacant land in the Town of Wilson, Sheboygan County, Wisconsin, bounded by Lake Michigan to the east and Kohler-Andrae State Park to the south and west, as more particularly described on Exhibit A attached hereto (the "Property"). Owner intends to develop, construct and operate an 18-hole championship golf course and related improvements and amenities on the Property, as generally depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. The City is a municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to adopt zoning amendments and issue conditional use permits and site plan review and approvals under Wisconsin Statute section 62.23(7). The Property and adjacent lands are located contiguous to and may be annexed to the City of Sheboygan pursuant to the provisions of Wisconsin Statute section 66.0217.

C. Owner's planned use of the Property is consistent with the City's Comprehensive Plan adopted December 5, 2011 ("Comp Plan") and Zoning Map. The City acknowledges that annexation of the Property and adjacent lands will permit the extension of urban services, is consistent with the Comp Plan and provides lands for needed growth of the City.

D. The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

E. The City desires to assist Developer in developing, constructing and operating improvements and amenities on the Property consistent with the Site

Plan. In this regard, the City intends to grant various governmental approvals benefiting Developer and the Property, subject to the provisions of applicable law, including applicable City ordinances. Necessary governmental approvals include annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities, and issuance of alcohol beverage licenses.

D. The City and Developer agree to perform their respective obligations in connection with the issuance of various necessary governmental approvals and the construction of certain facilities and related improvements on the Property, in accordance with the terms of this Agreement.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises set forth below, the City and Developer agree as follows:

1. Conditions.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the Property as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities and issuance of alcohol beverage licenses. Subject to applicable City ordinances and other applicable laws, the City shall use its best good faith efforts to grant any necessary governmental approvals on a timely basis. The City also shall cooperate with Developer and all other governmental authorities with jurisdiction over the Property in connection with Developer's pursuit of any necessary approvals, including, but not limited to approvals from the U.S. Army Corps of Engineers ("ACOE"), the U.S. Fish and Wildlife Service "USFWS"), the National Park Service ("NPS"), the Wisconsin Department of Natural Resources ("WDNR"), the Wisconsin State Historical Society ("WHS"), the Wisconsin Public Service Commission ("WPSC") and Sheboygan County.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

(c) Time of the Essence. The City and Developer recognize that time is of the essence and agree to use commercially reasonable efforts to satisfy all of the conditions under this Agreement in a timely manner.

(d) General Outline. The parties intend that this Agreement will serve as a general outline governing the improvements described herein. Final plans for any public improvements shall be, subject to confirmation by Developer and the City's engineer of compliance with Developer's intended development plans, as generally noted on the Site Plan and applicable City standards. Any construction of the public improvements described herein shall commence only after Developer has given notification to the City in writing that Developer intends to commence construction and after satisfaction of all applicable conditions of this Agreement.

(e) No Covenant to Construct or Operate. Developer shall have no obligation to construct the improvements described herein. The parties acknowledge that the improvements are only necessary if Developer proceeds to develop the Property consistent with the Site Plan. The parties acknowledge that Developer has no obligation to construct, open or operate an 18-hole championship golf course and related improvements and amenities or any other improvements on the Property.

2. Representations and Warranties.

(a) Representations and Warranties of Developer. Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and upon which the City may rely in granting approvals, permits and licenses for the Property:

(i) Developer is a duly organized and existing corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer.

(iii) Developer has circulated and executed petitions to annex the Property and adjacent lands to the City voluntarily and of its own accord. Developer seeks annexation to obtain more reliable fire and emergency services to the Property as well as to make municipal water services available at the Property. The City has not required annexation of the Property or adjacent lands, and in no way has the City influenced or induced Developer to annex the Property and/or adjacent lands to the City.

(b) Representations and Warranties of the City. The City makes the following representations and warranties which Developer may rely upon in entering into this Agreement and in developing the Property:

(i) The City is a duly organized and existing municipal corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City.

(iii) The City has a present and demonstrable need for annexation of the Property and adjacent lands to extend urban services, promote development consistent with the City's Comp Plan, make available lands for needed growth of the City and otherwise promote the general welfare.

(iv) SR-5 Suburban Residential District zoning, together with an outdoor institutional conditional use permit including site plan approval intended to be issued for the Property, will permit the development, construction and operation on the Property of an 18-hole championship golf course and the other improvements and amenities generally depicted on the Site Plan. Upon issuance of those governmental approvals described in Section 1(a) above, Developer will have vested rights to develop, construct and operate the 18-hole championship golf course and all ancillary uses and additional uses permitted in the SR-5 Suburban Residential District.

3. City Obligations. Subject to the contingencies set forth in Section 1 above, the City shall be obligated as follows:

(a) Annexation. The City shall consider adoption of an ordinance annexing the Property and adjacent lands as presented by Developer. The City hereby acknowledges and agrees that the City's Comp Plan and the Economic Impact Study prepared by S.B. Friedman and Company dated May, 2017 and submitted by Developer support findings that annexation of the Property to the City serves the public interest and promotes and enhances the general welfare of the City and its citizens.

(b) Rezoning, Conditional Use Permit including Site Plan Review and Approval. The City shall consider rezoning the Property to SR-5 Suburban Residential District. Upon submittal of detailed plans by Developer, the City also shall consider issuing a conditional use permit for an 18-hole championship golf course, all related improvements and all ancillary uses as an "outdoor institutional" use including the site plan for such use and all related improvements and amenities.

(c) Licenses. The City shall consider granting and issuing to Developer at least two "Class B" liquor licenses to permit sales of alcoholic beverages for on-premises consumption on the Property, subject to Developer's qualification. If Developer is unable to transfer a license from another municipality, the City shall reserve licenses for Developer (which may be Reserve "Class B" licenses), such that licenses remain available for Developer within the City's municipal quota regardless of the date on which Developer completes development of the Property and opens for business to the general public.

(d) Cooperation with Other Government Bodies. The City shall cooperate with and assist Developer in obtaining any necessary governmental approvals from other governmental bodies with jurisdiction over the Property, including but not limited to the ACOE, USFWS, NPS, WDNR, WHS, WPSC, and Sheboygan County.

(e) Reasonable Reviews. All reviews and inspections to be conducted and approvals to be granted by the City's engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City regulations and approved plans.

(f) Sanitary Sewer Service. The City represents and warrants to Developer that the Town of Wilson (the "Town") has installed and maintains 12 inch sanitary sewer mains in River Trails private drive and in Timberlake Road and that either or both of such mains may be extended to serve the Property, consistent with the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region (the "JST Agreement"), as the same may be amended from time to time. Upon the written request of Developer, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines, the City shall obtain all necessary governmental permits to authorize such extensions, and the City shall treat all sewerage therefrom as contemplated in the JST Agreement. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code section 122-336, that municipal sanitary sewer will become available to the Property upon completion of boring under the Black River and extension of laterals in a manner and at a time determined to be feasible on an engineering basis by Developer and the City, but that temporary private septic is authorized to serve buildings including rest stations on the Property (and the City shall issue necessary permits therefor) until determined feasible by Developer and the City.

(g) Water Service. The City represents and warrants to Developer that the City has installed and maintains a 12 inch water line at the intersection of CTH KK and Riverdale Drive and that a water line may be extended from CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road. The City shall process and issue any and all

permits and governmental approvals necessary to authorize the Property and adjacent lands being annexed to be connected to such extended water lines, subject to provisions of applicable law and as requested by Developer and other end users. In the event additional water pressure is needed on the Property, the Developer is responsible for all equipment or other installations to provide the additional water pressure to the Property. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code sections 122-14, 122-15, 122-98 and 26-1005, that municipal water service will become available to the Property as extended within CTH KK and as determined feasible by Developer and the City, but that private wells are authorized to serve the Property (and the City shall issue necessary permits therefor), subject to the provisions of City ordinances and as otherwise authorized by the City.

(h) Police, Fire and Emergency Services. Immediately upon adoption of an ordinance to annex the Property to the City, the City shall provide police, fire and other emergency services to the Property.

(i) Town Property Taxes. The Developer shall be financially responsible for reimbursement to the City for any property tax differential for all properties owned by Developer and its affiliates as of the date of this Agreement that must be paid to the Town per the Wisconsin Statutes as a result of the annexation of the Property. The reimbursement shall be paid by the Developer no later than thirty (30) days after the Developer has received an invoice for such taxes from the City.

4. Developer's Obligations. If Developer determines that all conditions under Section 1 above are satisfied and Developer decides to construct the improvements generally depicted on the Site Plan, Developer shall undertake the following obligations, at Developer's sole cost and expense:

(a) Stormwater Management. In connection with developing the improvements generally depicted on the Site Plan, Developer shall design and construct related stormwater facilities on the Property as reasonably necessary to drain and manage the stormwater to be generated on the Property. Developer and the City shall cooperate to obtain any necessary government approvals relating to the management of stormwater generated on the Property and to cause all stormwater management facilities to comply with applicable government regulations.

(b) Sanitary Sewer. In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City to design extensions of the existing sanitary sewer lines (i) east from River Trail private drive and/or (ii) west and then south from Timberlake Road as deemed necessary by Developer to service the Property, provided, however, that

Developer shall have the option of servicing improvements to be developed on the Property (including buildings and rest stations) with Developer's temporary private septic system until such time as municipal sanitary sewer will become available to the Property, as set forth in paragraph (3)(f) of this Agreement, and consistent with the provisions of Article VI, Division 4 of Chapter 122 of the Sheboygan Municipal Code. Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate sanitary sewer lines. Developer agrees to pay a fee of \$1,000 for each new connection to municipal sanitary sewers from the Property, provided that the \$1,000 per connection fee per structure shall be the only fee or charge for connection of the Property to municipal sewer lines and no other fee (inclusive of tap and lateral connection fees) shall be due under City Code section 122-196 or otherwise.

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") to design and extend a new water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City. However, Developer agrees to connect its proposed improvements on the Property, including the clubhouse, irrigation system, maintenance building and cart building to municipal water service within three years of development, and the terms of such connection shall be a condition to any conditional use permit for an 18-hole championship golf course on the Property.

(ii) City agrees that it shall not directly charge Developer for the costs to design and extend that portion of the new water main from its current terminus at Riverdale Drive to Stahl Road. Developer agrees that it shall reimburse the equivalent third party costs of extending an 8-inch water main south from Stahl Road to Beach Park Road. The Utility reserves the right to determine the actual pipe size of the water main and pay any differential cost between the 8-inch and actual water main pipe size. Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. City shall, for a period of 20 years after installation of that portion of the water main extension from Stahl Road to Beach Park Road, reimburse the Developer for any connection fees paid by benefitting Town property owners, less the actual cost on a per-foot basis incurred by the City and not paid by the Developer of installing any portion of the extension past the parcel

owned by the benefitting Town property owner in either the area to be annexed and in areas that are annexed in the future.

(iii) **Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main from the Property shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the City Municipal Code regarding private well abandonment on the Property. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system within 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. Developer shall, in the design and construction of said laterals, cooperate fully with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.**

(d) **Traffic. Developer shall provide the City a traffic impact analysis by a consultant approved by the City confirming that no roadway upgrades are required in connection with developing the improvements generally depicted on the Site Plan. The City agrees that Excel Engineering is a consultant acceptable to the City.**

(e) **Manner of Construction. Any public improvement work shall be subject to review of plans and specifications and periodic inspections by the City's engineers and/or building inspectors to confirm compliance with applicable City regulations and approved plans. The City shall not accept final dedication of any public improvements until the public improvement work described above is complete.**

(f) **Detailed Plans. Prior to commencement of any vertical improvements on the Property, Developer shall obtain approval of detailed plans from the City's engineer and/or building inspectors, which shall be consistent with the attached Site Plan. The City shall not unreasonably withhold, delay or condition the issuance of any approvals outlined in this section. Contingent upon Developer's discretionary decision to develop the Property, Developer shall construct an 18-hole championship golf course and related improvements consistent with the approved plans described in this subsection.**

5. **Miscellaneous.**

(a) **Nondiscrimination. Each party agrees that neither the Property nor any portion thereof shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic**

origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the development of and construction and operations on the Property shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

(b) Recording Fees. The Developer shall pay to the Sheboygan County Register of Deeds all recording fees due to the recording of this Agreement and any separate dedication instruments and/or grants for easement required hereunder, except as otherwise provided in this Agreement.

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

(d) No Personal Liability. Under no circumstances shall any City Common Council member, officer, official, director, member, partner or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(e) Cost of Litigation and Reimbursement; Indemnification. Developer agrees to reimburse the City's actual costs incurred in connection with the annexation of the Property and adjacent lands, reviewing and approving Developer's plans to develop the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement, up to a cap of \$125,000.00. Said cost shall include the costs of litigation, including expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, Developer's use and operation of the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement.

(f) Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this

Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, acts of terrorists, strikes, fires, floods, acts of God, inclement weather, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

(g) Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

(h) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent default.

(i) Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below or such other address as may be designated by the party by written notice:

To the City: Susan Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

With a copy to: Charles C. Adams, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

To Developer: James Robinson IV
Senior Vice President - General Counsel
Kohler Co.
444 Highland Drive
Kohler, WI 53044

With a copy to: Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
P.O. Box 2965
Milwaukee, WI 53201-2965

(j) Assignment of Rights. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party. The City hereby consents to Developer's assignment of its rights and obligations under this Agreement to an affiliated entity owned in whole or in part by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

(k) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(l) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(m) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

(n) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such

circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(p) Recording of Agreement. This Agreement must be recorded with the Sheboygan County Register of Deeds upon annexation of the Property.

(q) Non-waiver of Statutory Protections by City. Nothing herein shall be interpreted or construed as a waiver by the City of any statutory protections granted to the City, including but not limited to damage limitations, statutory immunities, or other protections of any kind. Developer acknowledges the City is entitled to a notice of claim prior to commencement of any litigation proceeding.

(r) Address. The Property will have a City address assigned at the time a building permit is issued. Developer shall include the City address of the Property in all marketing materials relating to the Property.

(s) Complete Agreement. This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference, reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of _____, 2017.

CITY OF SHEBOYGAN

BY _____
Michael J. Vandersteen, Mayor

BY _____
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.

BY _____
Its _____

EXHIBIT A

Description of the Property

EXHIBIT B

Site Plan

VI

7.2

Gen. Ord. No. 6 - 17 - 18.

By Alderpersons Bohren and Sorenson.
June 5, 2017.

AN ORDINANCE annexing territory 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. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to
June 19th
(2/3 vote)



149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line

of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

Section 2. **Effect of Annexation.** From and after the 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. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (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.

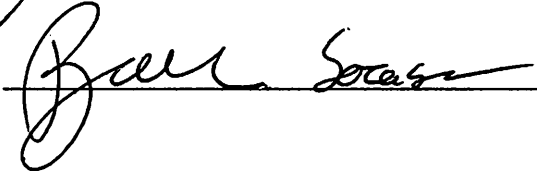
Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **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 6. **Effective Date.** 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

~~IV~~

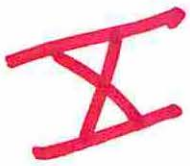
4.3

R. O. No. 43 - 17 - 18. By CITY PLAN COMMISSION. June 5, 2017.

Your Commission to whom was referred Gen. Ord. No. 04-17-18 by Alderpersons Bohren and Sorenson and R. O. No. 35-17-18 by City Clerk for an application from the Kohler Co. for an establishment of zoning classification of property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, as Class Suburban Residential (SR-5) classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 30, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

Director of Planning and Development

*Lies over
to June 19th*



Gen. Ord. No. 4 - 17 - 18. By Alderpersons Bohren and Sorenson.
May 15, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, to Class Suburban Residential (SR-5) 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 being the entire area included in the annexation petition as shown on the attached map received and dated on Monday, May 15, 2017, to Class Suburban Residential (SR-5) Classification:

LEGAL DESCRIPTION

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence

City Plan



H

North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10; thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along

said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South $88^{\circ}39'06''$ East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North $00^{\circ}43'00''$ East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South $88^{\circ}37'41''$ East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South $88^{\circ}37'41''$ East 111 feet more or less from the thread of Black River; thence North $22^{\circ}00'00''$ East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South $88^{\circ}45'21''$ East 217 feet more or less from the thread of Black River; thence South $88^{\circ}45'21''$ East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South $89^{\circ}16'46''$ East along the South line of said Lot 296.14 feet to a point; thence South $01^{\circ}23'32''$ East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South $81^{\circ}37'16''$ West 171.28 feet to a point; thence South $00^{\circ}34'44''$ West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North $88^{\circ}34'44''$ East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South $06^{\circ}58'30''$ East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South $89^{\circ}13'44''$ East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North $89^{\circ}13'44''$ West 194 feet more or less from the shore of Lake Michigan; thence South $22^{\circ}12'00''$ West along said meander line 4257.36 feet to a meander corner, said point being North $89^{\circ}02'42''$ West 357 feet more or less from the shore of Lake Michigan; thence North $89^{\circ}02'42''$ West 902.55 feet to a point; thence South $00^{\circ}17'46''$ East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North $89^{\circ}21'46''$ West along said North line 304.57 feet to the Northwest corner of said lands; thence South $00^{\circ}17'46''$ East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South $89^{\circ}21'46''$ East along the South line of said lands 112.12 feet to a point; thence South $00^{\circ}17'46''$ East 455.02 feet to a point; thence South $51^{\circ}00'00''$ West 1201.92 feet to a point; thence South $87^{\circ}57'52''$ West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North $02^{\circ}02'08''$ West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

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.

James A. Bohren
Paul Sauer

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

Owners

Owner	Mailing Address	Property Tax ID	Average of Parcel	Property Description or Address	Assessed Value	Total Assessed Value
Wilson -- Sheboygan County, LLC	22 East Mifflin Street, Suite 600, P.O. Box 2018, Madison WI 53701-2018	59030468820	0.2	5721 Sherwood Drive	\$ 283,200.00	\$ 283,200.00
Nina Stapel	1202 Stahl Road, Sheboygan WI 53081- 8897	59030455271	2.58	1202 Stahl Road	\$ 230,800.00	\$ 230,800.00
River Trails Owners Association, Inc.	444 Highland Drive, Kohler, WI 53044	59030471211	0.4	River Trails Outlot 1	\$ 1,000.00	\$ 3,876.19
		59030471212	0.15	River Trails Outlot 2	\$ 500.00	
		59030471213	0.15	River Trails Outlot 3	\$ 500.00	
		Part of 59030471214	0.46	River Trails Outlot 4	\$ 876.19	
		59030471215	0.15	River Trails Outlot 5	\$ 1,000.00	
Kohler Co.	444 Highland Drive, Kohler, WI 53044	59030458001	2.4	1131 Zientek Lane	\$ 306,500.00	\$ 3,310,600.00
		59030471226	0.91	River Trails Lot 11	\$ 32,200.00	
		59030471225	0.39	River Trails Lot 10	\$ 17,600.00	
		59030471224	0.36	River Trails Lot 9	\$ 16,400.00	
		59030471216	2.25	River Trails Lot 1	\$ 91,300.00	
		59030458050	10.37	S 1/2 of SE SW, Sec 11, Exc that prt now platted as River Trails	\$ 53,900.00	
		59030458110	3.62	Prt S 1/2 Govt Lot 4, Sec 11, Com at SW cor SD Lot, th S89 Deg 35'43"E 218" to wly ln plat of Timbe	\$ 19,300.00	
		59030458180	26.3	All that prt of N NW, Sec 14, lying E of cen of Black River	\$ 129,800.00	
		59030458160	63	Gov't Lot 1, being NW NE & Pt of NE NE	\$ 815,500.00	
		59030458190	29.7	All that prt of SE NW, Sec 14, lying E of Cen of Black River	\$ 147,300.00	
		59030458170	49.5	Gov't Lot 2, being prt of SW NE & Pt of SE NE	\$ 771,300.00	
		59030458200	78.44	All that prt of Gov't L 3 (being NE SW & Prt NW SE) Sec 14, lying E of Cen of Black River, also all	\$ 909,500.00	
Sheboygan Town and Country Corp.	N7098 Riverwoods Dr., Sheboygan WI 53083-1658	Part of 59030455230	19.89	Stahl Road	\$ 95,472.00	\$ 190,512.00
		Part of 59030454760	19.8	SW NE, Sec 10	\$ 95,040.00	

Kimberley A. Koller as Successor Trustee of the Kurt Koller Living Trust U/A dated August 12, 1996	Kimberley A. Koller as Successor Trustee of the Kurt Koller Living Trust U/A dated August 12, 1996 1513 Devitt Avenue Muscatine, IA 52761	Part of 59030455101	4.86	W 1/2 of E 1/2 of NW SE & W 1/2 of E 1/2 of SW SE, Sec 10, Exc com at SW cor thereof, Th N 264' E	\$ 16,502.64	\$ 37,927.71
		Part of 59030468841	4.61	Sherwood Forest Est. Outlot 1 CSM V21 P102-103 #1753833, being Lots 4-14, prt of Lot 15 & vac she	\$ 21,425.07	
City of Sheboygan	828 Center Avenue, Suite 100, Sheboygan, WI 53081	59030455120			\$ -	\$ -
		Part of 59030455140			\$ -	
John A. Siegworth	1314 Stahl Road, Sheboygan, WI 53081-8896	59030455250			\$ 151,400.00	\$ 159,000.00
		59030455270			\$ 7,600.00	
State of Wisconsin	17 West Main Street, PO Box 7857, Madison, WI 53703-7857	59030458210			\$ -	\$ -
		59030458220			\$ -	
		Part of 59030458230			\$ -	
		Part of 59030458240			\$ -	
		Part of 59030458250			\$ -	
		59030458290			\$ -	
		Part of 590304598270			\$ -	
		Part of 59030458280			\$ -	
		Part of 59030461790			\$ -	
					Percentage of assessed value expected to sign petition:	91%

III

Other Matters

8.6

R. O. No. 35 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting an application from the Kohler Co. to establish the zoning classification of property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, to Class Suburban Residential (SR-5) Classification.

City Plan

City Clerk

MAP

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	<u>170612</u>
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: Kohler Co. PHONE NO.: (414) 298-8331
cto Deborah C. Tomczyk, Runkart Boerner Vanduren, S.C.
 ADDRESS: 1000 N Water Street Suite 1700 E-MAIL: atomczyk@reinhardt.com
Milwaukee, WI 53202
 OWNER OF SITE: Kohler CO and others PHONE NO.: (414) 298-8331

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Various see attached spreadsheet
 LEGAL DESCRIPTION: see attached

PARCEL NO. See attached MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Town of Wilson P1, A2A3, R1

PROPOSED ZONING DISTRICT CLASSIFICATION: R-5

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

Recreational residential, undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

Recreational, residential

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? See written justification

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: _____
-
-

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? See written justification

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See written justification

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.

Deborah C Tomczyk, agent 5/15/17
APPLICANT'S SIGNATURE DATE

Deborah C Tomczyk
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.



Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414-298-1000
Fax: 414-298-8097
Toll Free: 800-553-6215
reinhartlaw.com

May 15, 2017

Deborah C. Tomczyk, Esq.
Direct Dial: 414-298-8331
dtomeczyk@reinhartlaw.com

PERSONAL DELIVERY AND VIA EMAIL

Steven Sokolowski,
Manager of Planning & Zoning
City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

Dear Mr. Sokolowski:

As you may know, Kohler Co. has submitted a petition to annex territory to the City of Sheboygan. A copy of that petition is enclosed for your reference. Simultaneously with the City considering annexation of the territory, Kohler respectfully requests the City to consider rezoning of the territory, under Wisconsin Statute section 62.23(7)(d) and City Code section 15.903, to SR-5 Suburban Residential-5 District.

To facilitate the rezoning process, Kohler, is submitting the following materials:

- (1) A check in the amount of \$200 for the zoning map amendment application fee;
- (2) A map depicting the territory to be rezoned and all other lands within 100 feet of the boundaries of such territory at a scale of one inch equals 800 feet, including lot dimensions, a graphic scale and a north arrow;
- (3) A list of the names and addresses of the owners of all lands on the map;
- (4) The City's land use map of the area; and
- (5) Kohler's written justification for the zoning map amendment.

Please feel free to contact me with any questions or comments regarding this request. Please also certify the City's acceptance of the completed application and the City's schedule for processing this request at your earliest convenience. Thank you.

Yours very truly,



Deborah C. Tomczyk

36046725

Steve Sokolowski,
Manager of Planning & Zoning
May 15, 2017
Page 2

Encs.

cc: Mr. Charles Adams (by email)
Mr. Darrell Hofland (by email)

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 170612

License No: 0000

Date: 05/15/2017

Received By: MMD

Received From: KOHLER COMPANY

Memo: REZONE OF TOWN OF WILSON PROPERTIES

Method of Payment: \$200.00 Check No. 434633

Total Received: \$200.00

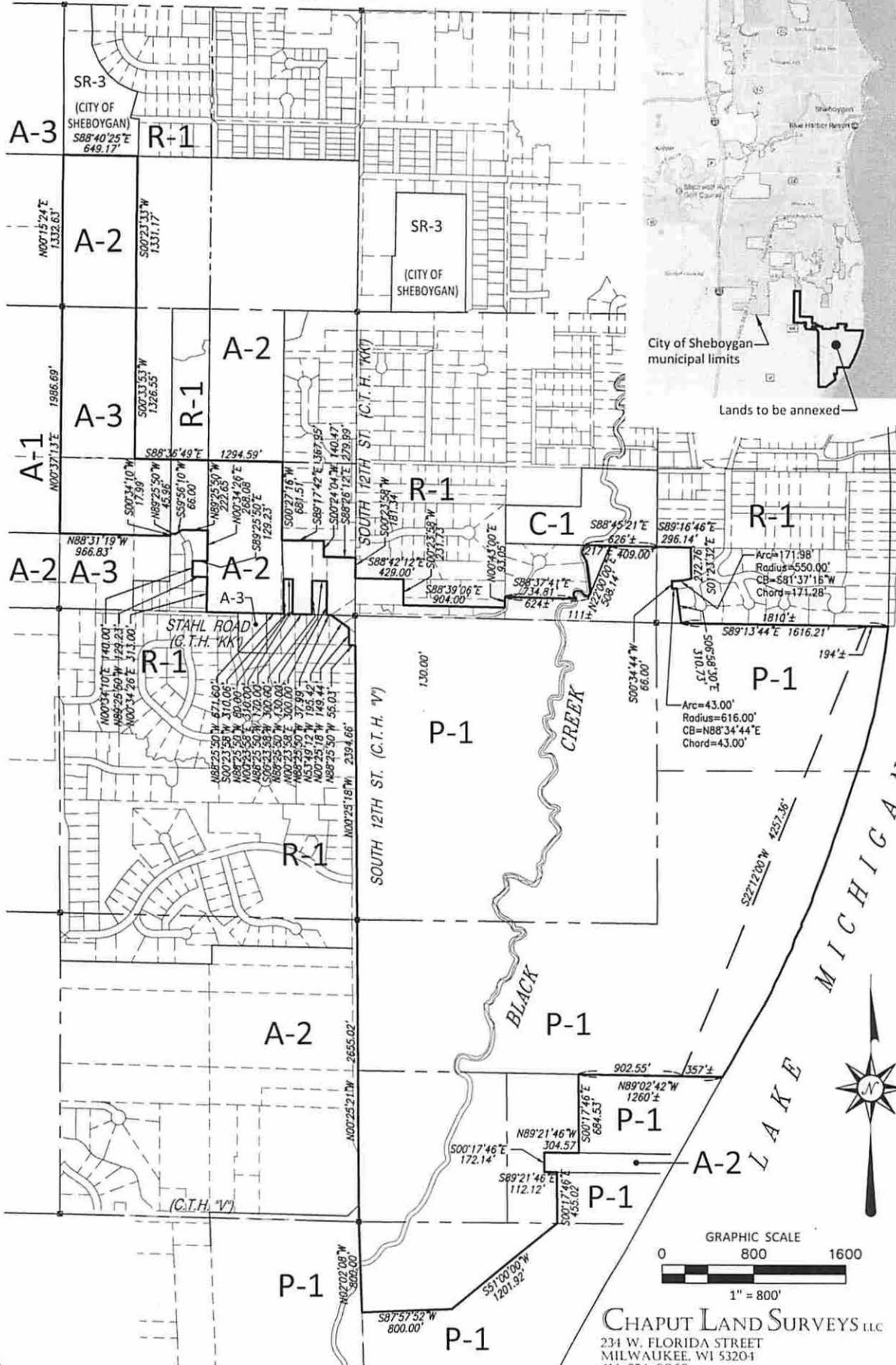
<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

ZONING EXHIBIT

SITE LOCATION

Situated in the Town of Wilson, Sheboygan County, Wisconsin. DATE: April 17, 2017



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com Drawing No. 2243-grb

Anthony A. and
Tasha M. Benzschawel
1651 Riverdale Avenue
Sheboygan, WI 53081-5420

Leon and See Lee
1641 Riverdale Avenue
Sheboygan, WI 53081-8045

Carl L. Meggers
1633 Riverdale Avenue
Sheboygan, WI 53081-8045

Edward T. and Melissa M. Huberty
1625 Riverdale Avenue
Sheboygan, WI 53081-8045

Longo Trust and James L. Longo
4924 South 16th Street
Sheboygan, WI 53091-8036

Sheboygan Town and Country Corp.
5008 South 12th Street
Sheboygan, WI 53081

Sheboygan Town and Country Corp.
W1943 County Road J
Sheboygan, WI 53081-1606

Sheboygan Town and Country Corp.
Guy A. Miller, Registered Agent
N7098 Riverwoods Drive
Sheboygan, WI 53083-1658

Benjamin D. and Abby R. Darkow
5598 Indian Mound Circle
Sheboygan, WI 53081-8000

Henry Leo and Marian G. Krimmel
5600 Indian Mound Circle
Sheboygan, WI 53081-8000

John D. Dobroski and
Stephanie Netzel
5624 South 12th Street
Sheboygan, WI 53081

John D. Dobroski and
Stephanie Netzel
3330 N. 51st Boulevard
Milwaukee, WI 53216-3238

Otis E. Kiehl
5704 South 12th Street
Sheboygan, WI 53081-9448

Kristine M. and Jimmie L. Newell
5702 South 12th Street
Sheboygan, WI 53081-9448

Lawrence R. and Judith L. Rammer
5706 South 12th Street
Sheboygan, WI 53081-9448

Fred J. Goebel
5728 South 12th Street
Sheboygan, WI 53081-9448

Brenda G. Ploetz
1173 Arboleda Lane
Sheboygan, WI 53081-9409

Esteban R. and Judith C. Guevara
1149 Arboleda Lane
Sheboygan, WI 53081-9409

Robert C. Smith, Jr.
1025 Zientek Lane
Sheboygan, WI 53081-8558

Khris A. Zimmerman and
Darlene M. Krutke
5827 South 12th Street
Sheboygan, WI 53081-9448

Ellen R. Ludwig
838 River Trails
Sheboygan, WI 53081-9122

Kohler Co.
Herbert V. Kohler, Jr.,
Registered Agent
444 Highland Drive
Kohler, WI 53044-1515

Town of Wilson
5935 South Business Drive
Sheboygan, WI 53081-8930

Juergen Behm
5650 Evergreen Drive
Sheboygan, WI 53081-8736

Larry A. and Constance C. Mulder
422 Timberlake Road
Sheboygan, WI 53081-8746

Robert A. and
Anne Marie Schroeder
431 Timberlake Road
Sheboygan, WI 53081-8724

Scott M. and Marcia G. Schreiber
423 Timberlake Road
Sheboygan, WI 53081-8724

Lisberg Trust and Kenneth J. and
Deborah A. Lisberg
415 Timberlake Road
Sheboygan, WI 53081-8724

Pamela S. Johnson
321 Timberlake Road
Sheboygan, WI 53081-8725

Kristofer R. and Nicole M. Schuette
313 Timberlake Road
Sheboygan, WI 53081-8725

John Gilipsky and Laura Lex
219 Timberlake Road
Sheboygan, WI 53081-8726

David K. and Jean M. Dedianous
211 Timberlake Road
Sheboygan, WI 53081

David K. and Jean M. Dedianous
2703 Green Haze Avenue
Mt. Pleasant, WI 53406-1903

David and Kelly L. Kovacic
115 Timberlake Road
Sheboygan, WI 53081-8727

Sherman D. and Mary G. Laviolette
101 Timberlake Road
Sheboygan, WI 53081-8727

Jane S. Mueller
610 Beach Park Lane
Sheboygan, WI 53081

Jane S. Mueller
5756 West Higgins Avenue, #1A
Chicago, IL 60630-2033

State of Wisconsin
Attorney General, Brad Schimel
17 West Main Street
PO Box 7857
Madison, WI 53703-7857

Timothy T. Hoerz
3407 Northcrest Drive
Killeen, TX 76543-2809

Richard Benninghaus
6922 South 12th Street
Sheboygan, WI 53081-9443

Mary Ann Sommer
6808 South 12th Street
Sheboygan, WI 53081-9443

Mary Ann Sommer
6808 South 12th Street
Sheboygan, WI 53081-9443

Ricky J. Vandervaart
6666 South 12th Street
Sheboygan, WI 53081-9443

Mark W. and Lori L. Peterson
6624 South 12th Street
Sheboygan, WI 53081-9443

Tommy T. and Mai H. Lee
1216 Terry Andrae Avenue
Sheboygan, WI 53081-8880

Travis J. Hill and Nicole M. Ramirez
6336 South 12th Street
Sheboygan, WI 53081-9404

Ashley A. Kohlhagen
6324 South 12th Street
Sheboygan, WI 53081-9404

Kathleen J. Doyle Hanke
6230 South 12th Street
Sheboygan, WI 53081-9403

Keith J. and Bonnie L. Kraemer
6310 South 12th Street
Sheboygan, WI 53081-9404

Lawrence Arlie Earle
6226 South 12th Street
Sheboygan, WI 53081-9403

Julia L. Grandlic
6226 South 12th Street
Sheboygan, WI 53081-9403

Julia L. Grandlic
6226 South 12th Street
Sheboygan, WI 53081-9403

Kerry P. Zimmerman
6148 South 12th Street
Sheboygan, WI 53081-9402

Beth A. Friedl
6122 South 12th Street
Sheboygan, WI 53081-9402

Gary A. and Pamela S. Hylander
6112 South 12th Street
Sheboygan, WI 53081-9402

David J. and Lois A. Otten
6102 South 12th Street
Sheboygan, WI 53081-9402

Ronald J. Hartmann
6034 South 12th Street
Sheboygan, WI 53081-9439

Donald W. Faucher
6024 South 12th Street
Sheboygan, WI 53081-9439

Andrew J. Zeier
6014 South 12th Street Sheboygan,
WI 53081-9439

Timothy J. and Sheryl L. Sirianni
6004 South 12th Street
Sheboygan, WI 53081-9439

Michael K. and Kelly A. Ray
5930 South 12th Street
Sheboygan, WI 53081-9400

Anne Y. Ahnert
5924 South 12th Street
Sheboygan, WI 53081-9400

John and Janet Stone
1207 Stahl Road
Sheboygan, WI 53081-8897

Michael D. and Patricia B. Mentink
1230 Stahl Road
Sheboygan, WI 53081-8897

Daniel S. and Kristin L. Murphy
1215 Stahl Road
Sheboygan, WI 53081-8897

Gerald and Mary T. Deamico
1301 Stahl Road
Sheboygan, WI 53081-8896

Beau M. and Jennifer L. Stricker
1309 Stahl Road
Sheboygan, WI 53081-8896

Robert C. and Linda A. Kober
1324 Stahl Road
Sheboygan, WI 53081

Robert C. and Linda A. Kober
3836 Stahl Road
Sheboygan, WI 53081-8943

Leon R. and Carol J. Kaat
1323 Stahl Road
Sheboygan, WI 53081-8896

Joseph G. Mock, Jr. and
Yvonne J. Mock
1339 Stahl Road
Sheboygan, WI 53081-8896

Gina B. Immig
1409 Stahl Road
Sheboygan, WI 53081-8895

Gregory L. and Ellen M. Wells
1509 Stahl Road
Sheboygan, WI 53081-8894

Richard L. and Mary L. Leonhard
5749 Sherwood Drive Sheboygan,
WI 53081-8884

Todd W. and Lisa L. Priebe
5735 Sherwood Drive
Sheboygan, WI 53081-8884

Andrew G. Schrank
5701 Sherwood Drive
Sheboygan, WI 53081-8884

Personal Representative of Estate
of Kurt D. Koller - Gary A. Koller
412 Norwood Drive
Francis Creek, WI 54214

Spencer M. Lorier
1622 Stahl Road
Sheboygan, WI 53081-8893

Kevin J. Wagner and
Laura J. Gryglewski
1628 Stahl Road
Sheboygan, WI 53081-8893

David B. Kuehl
1634 Stahl Road
Sheboygan, WI 53081-8893

Ruth M. Voskuil
1638 Stahl Road
Sheboygan, WI 53081-8893

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

David L. Gartman LLC
5509 Moenning Road
Sheboygan, WI 53081-8510

Larry J. Pearce and Helen S. Cordell
4809 Moenning Road
Sheboygan, WI 53081-8506

Daniel David and Lisa Marie Casper
1681 Riverdale Avenue
Sheboygan, WI 53081-8045

Jean A. Steele
5728 Sherwood Drive
Sheboygan, WI 53081-8884

Jerry J. and Jaclyn M. Slavens
5712 Sherwood Drive
Sheboygan, WI 53081-8884

Bradley J. Brassler
1607 Stahl Road
Sheboygan, WI 53081-8893

Timothy J. and Linda M. Rakun
5820 Cart Path Road
Sheboygan, WI 53081-9121

Jeffrey P. and Deborah K. Cole
5733 South 12th Street
Sheboygan, WI 53081-9448

James K. and Susan C. Johnson
1011 Zientek Lane
Sheboygan, WI 53081-8558

Donald R. and
Barbara B. Anderson
939 Zientek Lane
Sheboygan, WI 53081-8557

Wilson--Sheboygan County, LLC
5721 Sherwood Drive
Sheboygan, WI 53081-8884

Wilson--Sheboygan County, LLC
909 North 8th Street, Suite 115
Sheboygan, WI 53081-4056

Wilson--Sheboygan County, LLC
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018

John Siegworth
1314 Stahl Road
Sheboygan, WI 53081-8896

Nina Stapel
1202 Stahl Road
Sheboygan, WI 53081-8897

Timothy D. Adams
1131 Zientek Lane
Sheboygan, WI 53081-8513

River Trails Owners Association Inc.
795 Woodlake Road, Suite B
Kohler, WI 53044-1315

River Trails Owners Association, Inc.
Kathleen Van Wyk,
Registered Agent,
c/o Kohler Co.
444 Highland Drive
Kohler, WI 53044

WRITTEN JUSTIFICATION FOR AMENDING
THE CITY OF SHEBOYGAN, WISCONSIN'S
OFFICIAL ZONING MAP

Kohler Co. ("Kohler"), being an owner of real property in the land subject to this application, provides this written justification to amend the Official Zoning Map of the City of Sheboygan to the Zoning Administrator to zone lands being considered for annexation as Suburban Residential- 5 (SR-5) district. This territory is currently zoned Park and Recreational District (P-1), Residential District (R-1), Agricultural District (A-2), and Agricultural Transition District (A-3) in the Town of Wilson (the "Town") but must be assigned a City zoning classification if annexed to the City. Rezoning of the lands to SR-5 is appropriate for the reasons outlined below and is consistent with the City Code Section 15.903(4).

1. How does the proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in Section 15.005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Rezoning is consistent with the City of Sheboygan Comprehensive Plan adopted December 5, 2011 (the "Plan"), and promotes the Plan's priorities, key initiatives and five guiding principles.

The Plan's priorities include sustainable economic growth and job creation as well as quality of life within the City. Rezoning will spur sustainable economic growth and job creation. A significant portion of the area to be rezoned is undeveloped and is more easily developed in the City than in the Town. SR-5 zoning permits moderate density, suburban community character residential uses, as well as limited commercial uses by conditional use permit. These uses protect the suburban residential community nature of the area.

The plan's key initiatives range from enhancing the lakefront and riverfront to continuing to provide high quality public services to diversifying the City's housing stock to continuing to advance its tradition of rich arts, cultural facilities and events. Rezoning facilitates economic development and job creation by making significant undeveloped lands available for development. The Plan calls for improving the "Sheboygan" brand, and improving residents' perception of their city, which would be made possible with development of undeveloped lands and bringing existing additional residences into the City's SR-5 district.

The Plan calls for the enhancement of lakefront and riverfront properties to attract new development, appeal to residents, and facilitate a healthy community. Undeveloped lands rezoned to SR-5 are more easily developed in the City than in the Town. Appropriate development is intended to appeal to new and existing residents with an enhanced and more diversified housing stock.

Governmental services to the territory to be rezoned can clearly be better supplied by the City as opposed to the Town. Only the City, not the Town, is able to process sanitary waste from the territory. Sanitary sewer is supplied to the territory pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region providing for processing of waste by the City. The City is able to provide municipal water service and has its own water utility. The Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. The City has well established well-funded emergency services. The Town terminated its contract to obtain private fire services, established a new Town Fire Department just this year and, this month, had six firefighters quit.

According to the Plan, the City seeks to grow its local arts, cultural facilities and events scene by partnering with businesses and the Chamber of Commerce to prepare an inventory of Sheboygan cultural offerings and a consolidated events calendar. Rezoning has the potential to accommodate development that may bring new events to the City and broaden its tax base to expand cultural, arts and events offerings.

The Plan's guiding principles include building a self-sustaining economy, capitalizing on Lake Michigan and cultivating cultural assets. Rezoning the area makes undeveloped lands available for development that would foster sustainable economic growth and job creation in the City. A significant portion of the lands abut Lake Michigan and create opportunities for additional outdoor recreational opportunities. Rezoning has the potential to accommodate development that may bring new events to the City and broaden its tax base to expand cultural, arts and events offerings.

Applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency will remain in place in any areas to be rezoned and will continue to be administered by those agencies.

2. Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

SR-5 zoning for the area subject to rezoning is consistent with the Land Use Maps in the Plan. The factor that has changed is the proposed annexation of such areas from the Town of Wilson to the City of Sheboygan.

3. 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?

The proposed zoning amendment zones the lands proposed for annexation consistent with the land uses, land use intensities, and land use impacts contemplated for the area in the Plan.

The Plan's Future Land Use Map for the south region envisions the territory subject to rezoning as a mixed residential district with select areas for park and open space. Existing residences comply with SR-5 zoning and are made conforming (as

opposed to nonconforming) uses by the rezoning. Subject to issuance of conditional use permits, portions of the lands owned by Kohler could be developed for outdoor recreational uses.

The Plan and Sheboygan's Comprehensive Outdoor Recreation Plan covering the years 2016-2010 specify that the area owned by Kohler is reserved for "Public Parks and Open Space", which includes parks and public open space facilities devoted to public golf courses.

[SIGNATURE PAGE FOLLOWS]

Signature of Owner:


Kohler Co.

By: 

Name: Steven J. Cassady

Title: Vice President – Supply Chain and
Operations Support

Signature of Steven J. Cassady, the Vice President – Supply Chain and Operations
Support of Kohler Co. authenticated this 15th day of May, 2017.



Name: Steven Westphal

Title: Lead Attorney, Kohler Co.

Owner's Name and Address:

Kohler Co.

444 Highland Drive

Kohler, WI 53044-1515

Attn: Steven Westphal, Lead Attorney

Phone Number of Owner:

920-803-4890

Agent for Owner:

Deborah C. Tomczyk, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

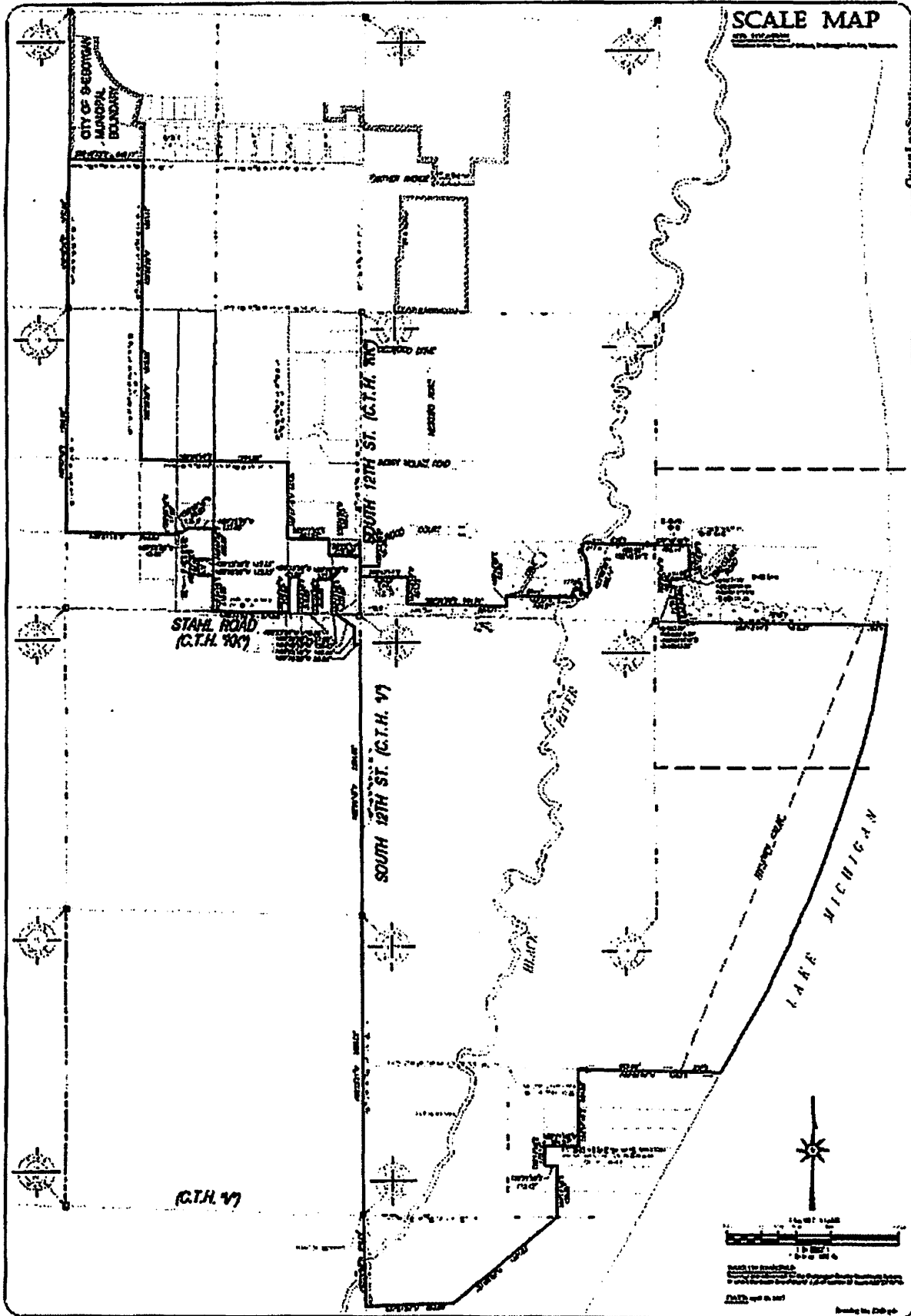
Milwaukee, WI 53202

Phone: 414-298-8331

Email: dtomczyk@reinhartlaw.com

cc City Clerk, Susan Richards - City of Sheboygan
Zoning Administrator, Steven Sokolowski - City of Sheboygan
City Administrator, Darrell Hofland - City of Sheboygan
City Attorney, Charles Adams - City of Sheboygan

SCALE MAP OF THE TERRITORY TO BE ANNEXED



II

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

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

Law & Lic

City Clerk

TRANSFER-PERSON TO PERSON

Dawn Fetterer is replacing Kevin Fetterer as agent effective immediately for 4th Street Tap LLC located at 520 N. 4th St. and also Union Avenue Tap LLC located at 1401 Union Avenue.

CHANGE OF AGENT

Shannon M. Reese is replacing Curt Schaefer as agent effective immediately for Northstar Bar located at 3004 N. 8th St.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Braveheart Pub	2120 Calumet Dr. - Three day event to be held July 13,14&15 2017 to include parking South of building. Three day event to be held September 1, 2 & 3 2017 to include parking South of building.

CLASS "A" LIQUOR LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3132	Pick N Save #6432	1317 N. 25 th St.
3133	Pick N Save #6433	2625 S. Business Dr.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai	1402 S. 8 th St.

CLASS "C" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai	1402 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9909	Beaster, Crystallena M.	113 Bryant Ct.
1717	Bhandari, Naresh	916 Mulberry Lane, Kohler
1712	Cabella, Madilyn R.	1211A Union Ave.
1704	Elias, Michael D.	1118 Bell Ave.
1719	Helling, Christi L.	507 Niagara Ave.
1709	Jacques, Brooke A.	4419 Country Ln., Manitowoc
1715	Jensterle, Alisha N.	2436 N. 22 nd St.
1718	Lorenz, Erica	N6041 State HWY 32, Sheb. Falls
1713	Musil, Robert C.	762 Iroquois Trail, Sheb. Falls
1720	Tappendorf, Audrey A.	1541A Main Avenue
1705	Tremblay, Sara A.	728 Superior Ave.
1706	Tymm, Laura E.	18705 Mueller Rd., Kiel
1710	Yang, Kong Meng	1410 N. 13 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
6261	Alcala, Norma L.	1820 N. 19 th St.
0352	Alexander, Christian V.	2436 N. 22 nd St.
5511	Anderson, Maureen F.	250 Auburn Dr., Sheb. Falls
7544	Antonie, Deborah C.	1026 N. 4 th St.
7500	Antonie, Thomas J.	1026 N. 4 th St.
9438	Billmann, Judith L.	2704 S. 19 th St.
9920	Brickson, Stephan J.	3232 S. 11 th St.
1158	Burke, Jacklyn J.	909 Ontario Ave.
5340	Call, Matthew D.	1617 N. 35 th St.
0293	Dodge, Evelyn V.	3952 Meadowbrook Ct. #C
5860	Firgens, Todd C.	1828 S. 12 th St.
5937	Franzen, Michael R.	N3007 Dykstra Rd., Lima
5479	Gahiji II, Tariak T.	719 Huron Ave.
4520	Harden, Jessica L.	1227 N. 38 th St.
1681	Krajniak, Melody A.	1332 N. 15 th St.
8388	Lawrence, Carole A.	5308 Morning Dove Cove
0938	Loose, Scott L.	2316 S. 14 th St.
0252	Lucarelli, Brenda S.	222 Superior Ave.
8289	Madson, James A.	2830 S. 22 nd St.
0909	Pfund, Brooke M.	512 N. 8 th St. #303
0882	Powers, William K. (Club)	W3089 State Rd. 28, Sheb. Falls
0978	Prueter, Keri L.	1604 S. 14 th St.
7805	Reiner, Michael G.	2419 N. 29 th St.
1072	Rietbrock, Jennifer L.	W4412 CTY RD EH, Elkhart Lake
0313	Ritt, Sylvia L.	1134 Millersville Ave, How. Grove

8860 Santana, Susan M.
1075 Strean, Stephanie M.
0100 Toeller, Stephen J.
0881 Tryba, Michael A.
8927 Udovich, Kendra L.
6231 Uribe, Silvia

2724 Main Ave.
4136 N. Field Dr.
151 Van Altena Ave., Cedar Grove
2413 S. 12th St.
1226 Main Ave.
815A Bluff Ave.

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

No. Name

Address

0677 Perez-Velo, Erik F.
1716 Tucker, David L.

1623 Saemann Ave.
710 Pennsylvania Ave.

III

Other Matters

9.2

Res. No. _____ - 17 - 18. By Alderperson Wolf. June 19, 2017.

A RESOLUTION authorizing the purchase of 606 North 9th Street (former Social Security office) for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and James A. Bloomer.

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

Lus over

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

COPY

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [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 known as [Street Address] 608 North 9th Street

5 _____ in the City _____

6 of Sheboygan _____, County of Sheboygan _____, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 PURCHASE PRICE: Two Hundred Seventy-eight Thousand and 00/100

9 _____ Dollars (\$ 278,000.00)

10 EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 0 will be

11 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____

13 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Offer

15 not excluded at lines 20-22, and the following additional items: all personal property inside the building (cubicles, etc.)

16 _____

17 _____

18 All personal property included in purchase price will be transferred by bill of sale or _____

19 _____

20 NOT INCLUDED IN PURCHASE PRICE: _____

21 _____

22 _____

23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 303-310) to be excluded

24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from

28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before

30 June 23, 2017 _____ . Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): _____

39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: () _____ Buyer: () _____

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: James A. Bloomer, 57 W. Washington Street, Chilton, WI 53014

48 Delivery address for Buyer: Chad Pelishek, City of Sheboygan, 828 Center Ave., Suite 104, Sheboygan, WI 53081

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction, where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

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

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

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

67 **CLOSING** This transaction is to be closed no later than July 24, 2017
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none
71 _____

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

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

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

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

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

80

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

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

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

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____

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

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

100 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

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

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

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
110 This Offer is contingent upon final approval by the City of Sheboygan Common Council.

111 _____
112 _____
113 _____
114 _____
115 _____

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

117 _____

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

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

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130

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

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)

134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.

162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.

164 Rent roll.

165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

353 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller~~ shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender. Buyer

356 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

390 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or
404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION:** Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's
420 decision to purchase.

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
445 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the
446 contingency.

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 RIGHT TO CURE: Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

481 _____ on June 19, 2017

482 Buyer Entity Name (if any): CITY OF SHEBOYGAN

483 (X)  _____ Date ▲ 6-19-17
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor

485 (X)  _____ Date ▲ 6-19-17
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk

487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By)

489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► James A. Bloomer Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲