ATTACHMENTS

II

R. O. No. _____ - 19 - 20. By BOARD OF CONTRACTORS EXAMINERS.
February 17, 2020.

Attached hereto we are submitting applications for Building Contractor Licenses already GRANTED:

45924	Jim A Hildebrandt 616 Mayflower Ave Sheboygan, WI 53083-4213	Carpenter
45985	Tommy J Mathis 1614 S 9th St Sheboygan, WI 53081-5837	Carpenter

_____
BOARD OF CONTRACTORS EXAMINERS

Consent

II

R. O. No. _____ - 19 - 20. By CITY CLERK. February 17, 2020.

Submitting various license applications.

_____
City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1030	Bethlehem Lutheran Church	1121 Georgia Avenue - One day event to be held 03/07/2020 to include beer and wine.
2547	Friends of the Senior Center	428 Wisconsin Avenue - One day event to be held 02/28/2020.
2633	Sheboygan Blue Line Association	1202 Wildwood Avenue - Three day event to be held 03/12/2020-03/14/2020 (adjusted dates-prev. submitted).

Consent

II

R. O. No. _____ - 19 - 20. By BOARD OF MARINA, PARKS, AND FORESTRY.
February 17, 2020.

Your Board to whom was referred R. O. No. 143-19-20 by City Clerk submitting a communication from Robert J. Werner, President - Werner Homes, petitioning for the taking of a park (Parcel Number 59281-471040) for non-park use under Section 74.2 of the City of Sheboygan Municipal Code; recommends filing the document.

Consent

_____
BOARD OF MARINA, PARKS, AND FORESTRY

II

4.1

R. O. No. 143 - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting a communication from Robert J. Werner, President - Werner Homes, petitioning for the taking of a park (Parcel Number 59281-471040) for non-park use under Section 74.2 of the City of Sheboygan Municipal Code.

CITY CLERK

Manna, Parks, Forestry
rec + adopt

WERNER HOMES
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

January 15, 2020

Mrs. Meredith DeBruin
Clerk of City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mrs. DeBruin,

SUBJECT: Park Land Transfer

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully petition for the taking of a park for non-park use under Section 74.2 of the City of Sheboygan Municipal Code.

The park lands requested is Parcel Number 59281-471040 and is further legally described in Exhibit 1.

This existing park land is currently wooded with no park infrastructure in place, including signage, parking and entrance. The topography is not conducive to becoming an active park with areas for playground equipment and grassy areas. Per the Professionally Assured Wetland Delineation Report dated October 25, 2019 and completed by Evergreen Consultants LLC, no rare species or natural communities of concern were identified on this existing park parcel, along with a multitude of ash trees that were infested with emerald ash borers.

The preliminary plat for the Stonebrook Crossing Addition No. 1 residential development that was submitted to the Department of City Development on January 14, 2020, includes a planned outlot to be dedicated to the City for use as a park. This lot is centrally located within the subdivision to allow for use as a neighborhood park with road access and flat grade for grassy areas and playground. The planned subdivision includes 134 residential lots and a neighborhood park would serve as a valuable and enduring amenity for the citizens of Sheboygan.

As part of this development, we are requesting to transfer the existing park land with little usability for the usable proposed park land as shown on the preliminary plat. The subdivision, including the proposed park land, is planned to be developed in 2020. As part of the development the proposed park land would be graded and seeded with grass, along with access to water, sanitary sewer, natural gas and electricity, all to be installed at the developer's expense.

We appreciate the City's consideration of this request and look forward to working with you to make this a great addition to the City.

Sincerely,

Robert J. Werner

President – Werner Homes

WERNER HOMES
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

EXHBIBIT A
Legal Description of Existing Park Land

A part of the SE 1/4 of Section 9, T. 14N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, and described as:

Commencing at the Southeast Corner of said Section 9; thence N.00°10'44"E. 1384.51 feet along the east line of the SE 1/4 of said Section 9; thence West 33.00 feet to the west line of Moenning Road and the point of beginning; thence West 345.04 feet; thence N.02°00'00"E. 124.68 feet; thence North 296.33 feet; thence East 341.52 feet; thence South to the point of beginning.

II

R. O. No. _____ - 19 - 20. By BOARD OF MARINA, PARKS, AND FORESTRY.
February 17, 2020.

Your Board to whom was referred Res. No. 150-19-20 by Alderpersons Bohren and Wolf expressing the sense of the council that the board of marina, park, and forestry commissioners consider beginning the process set forth under Sec. 74-2, Sheboygan Municipal Code, for the taking of a park for a non-park use; recommends adopting the Resolution.

Consent

_____
BOARD OF MARINA, PARKS, AND FORESTRY

III

5.1

Res. No. 150 - 19 - 20. By Alderpersons Bohren and Wolf.
January 20, 2020.

A RESOLUTION expressing the sense of the council that the board of marina, park, and forestry commissioners consider beginning the process set forth under Sec. 74-2, Sheboygan Municipal Code, for the taking of a park for a non-park use.

WHEREAS, Res. No. 155-08-09 dedicated Tax Parcel No. 59281-471040 located on Moenning Road for park purposes; and

WHEREAS, Werner Homes, the developer of Stonebrook Crossing Addition No. 1 Subdivision has made a request to develop the existing park land on Moenning Road as part of the new subdivision, and to create a new proposed park closer to South Business Drive to be dedicated as part of the final plat approval; and

WHEREAS, this process will also require the deeding of the public land to the developer; and

WHEREAS, Sec. 74-2, Sheboygan Municipal Code, declares that the taking of a park for non-park use—either public or private—is a serious matter and provides that no such taking shall be done without a positive recommendation from the board of marina, park, and forestry commissioners to the Public Works Committee by a three-fourths vote and after three public hearings have been held regarding whether or not a park should be taken; and

WHEREAS, even after that process, the Common Council may choose to put the matter to referendum.

NOW, THEREFORE, BE IT RESOLVED: That it is the sense of the Council that the Board of Marina, Parks and Forestry begin the process of taking a park for non-park use, including holding three public hearings and, after the public hearings are held, make a recommendation to the Public Works committee on the taking of dedicated park for non-park purposes.

Marina, Parks, Forestry adopt

BE IT FURTHER RESOLVED: That the Common Council's expression of its sense is not intended to bind the Council in its decision after the process with the board of marina, park, and forestry commissioners is complete; rather, the Common Council merely desires that the process take place so that due consideration may be made of the request.

_____

_____

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. _____ - 19 - 20. By Alderperson Wolf. February 17, 2020.

MEAD LIBRARY

A RESOLUTION in recognition of the service of **Diane Kallas** to Mead Public Library.

WHEREAS, **Diane Kallas** was a dedicated employee of Mead Public Library for 38 years, beginning her career as a Page in 1981 and later working as a Library Assistant, Page Supervisor, Circulation Manager and most recently serving as the library's Support Services Manager, and

WHEREAS, **Diane Kallas** oversaw the remodeling of all three floors of the library to create a more vibrant and welcoming atmosphere for the public, and

WHEREAS, **Diane Kallas** served as a liaison to the Eastern Shores and Monarch Library systems, and

WHEREAS, **Diane Kallas** was Mead Library's go-to person for Polaris and circulation procedures, and

WHEREAS, **Diane Kallas** was a valuable member of the library's PIT Crew and helped identify and carry out projects aimed at improving the library experience, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Diane Kallas** on her service to the community as a staff member at Mead Public Library. Her hard work, leadership and dedication to her craft contributed to the excellent reputation that Mead Public Library enjoys in the community.

Dated this 23rd day of January, 2020

Garrett Erickson — Library Director

Maeve Quinn — Board President

Consent

_____

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

MEAD LIBRARY

A RESOLUTION in recognition of the service of **Diane Kallas** to Mead Public Library.

WHEREAS, **Diane Kallas** was a dedicated employee of Mead Public Library for 38 years, beginning her career as a Page in 1981 and later working as a Library Assistant, Page Supervisor, Circulation Manager and most recently serving as the library's Support Services Manager, and

WHEREAS, **Diane Kallas** oversaw the remodeling of all three floors of the library to create a more vibrant and welcoming atmosphere for the public, and

WHEREAS, **Diane Kallas** served as a liaison to the Eastern Shores and Monarch Library systems, and

WHEREAS, **Diane Kallas** was Mead Library's go-to person for Polaris and circulation procedures, and

WHEREAS, **Diane Kallas** was a valuable member of the library's PIT Crew and helped identify and carry out projects aimed at improving the library experience, and

NOW THEREFORE BE IT RESOLVED that the Mead Public Library Board does hereby publicly commend **Diane Kallas** on her service to the community as a staff member at Mead Public Library. Her hard work, leadership and dedication to her craft contributed to the excellent reputation that Mead Public Library enjoys in the community.

Dated this 23rd day of January, 2020

Garrett Erickson Library Director

Maeve Quinn Board President

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 17, 2020.

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

1. R. O. No. 7-19-20 by City Clerk submitting a pending claim from John Potter for alleged damages to his vehicle when it was struck by an ambulance;

2. R. O. No. 54-19-20 by City Clerk submitting a claim from Jason J. McCoy for alleged damages to his vehicle when a stone from a Department of Public Works dump truck hit and cracked his windshield;

3. R. O. No. 70-19-20 by City Clerk submitting a claim from John Neuendorf for alleged damages to his boat when it struck the right cement dock that was not protected at the City of Sheboygan Public Launch Facility;

4. R. O. No. 72-19-20 by City Clerk submitting a claim from Laura Spalinger for alleged damages to her vehicle when a tree branch fell on it when it was parked on Broadway Avenue;

5. R. O. No. 77-19-20 by City Clerk submitting a claim from Progressive Insurance for alleged damages to the vehicle of their insured claimant (Alfonso Canseco) when a rotten tree branch fell on the vehicle;

6. R. O. No. 78-19-20 by City Clerk submitting a claim from Stephen Schnabel for alleged damages to his vehicle when a City owned truck backed into it;

7. R. O. No. 85-19-20 by City Clerk submitting a claim from Jane E. Stewart for alleged damages to her vehicle when it was hit by a street cleaner;

8. R. O. No. 108-19-20 by City Clerk submitting a notice of claim from Mel Arentsen for alleged damages to his yard due to erosion from South Pointe Campus;

9. R. O. No. 139-19-20 by City Clerk submitting a claim from Mark Weidemann for alleged damages to the TV antenna on his camper from non-trimmed trees;

All R. O.'s have been reviewed by staff with the recommendation to file all claims and/or notice of claims.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 7 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting a pending claim from John Potter for alleged damages to his vehicle when it was struck by an ambulance.

CITY CLERK

Finance/
Personnel
Mcsfile

DATE RECEIVED 4-12-19 RECEIVED BY MKC 1-19

CLAIM NO. 1-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 12 '19 PM 3:12

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.

1. Name of Claimant: JOHN POTTER
2. Home address of Claimant: 1318 S 7TH ST SHEBOYGAN, WI 53081
3. Home phone number: 920-316-8131
4. Business address and phone number of Claimant:

5. When did damage or injury occur? (date, time of day) 12/2018 - EVENING
6. Where did damage or injury occur? (give full description)

OUTSIDE RESIDENCE, CAR WAS PARKED ON STREET

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

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: THE AMBULANCE HIT MY CAR

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").

BUMPER DENTED + SCRATCHED, TAIL LIGHT BROKEN

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

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

Auto: $ 1009

Property: $ _____

Personal injury: $ _____

Other: Specify below $ _____

TOTAL $ _____

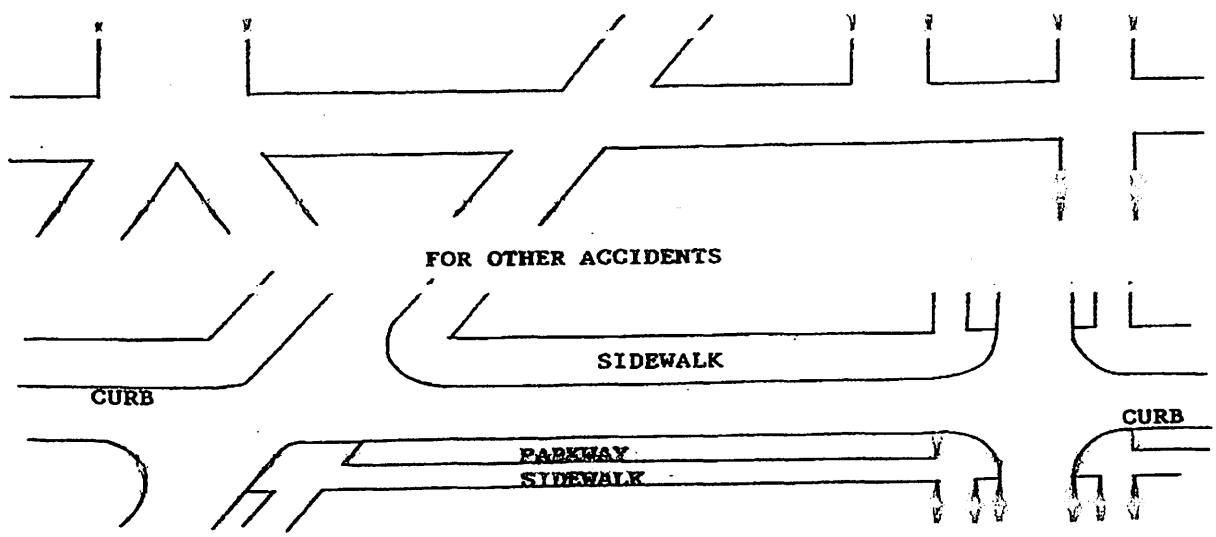
Damaged vehicle (if applicable)

Make: TOYOTA Model: CAMRY Year: 2006 Mileage: 205000

Names and addresses of witnesses, doctors and hospitals: CHECK STATEMENT BY OFFICER

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	JOHN POTTER	Auto	$ SEE ESTIMATE PROVIDED
Claimant's Address:	1318 S 7TH ST	Property	$
	SHEBOYGAN, WI 53081	Personal Injury	$
Claimant's Phone No.	920-316-8131	Other (Specify below)	$
		TOTAL	$

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 $_____.

SIGNED [signature] DATE: 4-5-19

ADDRESS: 1318 S 7TH ST SHEBOYGAN, WI 53081

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

MAY 17'19 AM 8:51

DATE RECEIVED: 4-12-19 RECEIVED BY: NKC 1-19

CLAIM NO. 1-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 12'19 PM 3:12

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. [illegible]

1. Name of Claimant: JOHN POTTER
2. Home address of Claimant: 1318 S 7TH ST SHEBOYGAN, WI 53081
3. Home phone number: 920-316-8131
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 12/2018 - EVENING
6. Where did damage or injury occur? (give full description) OUTSIDE RESIDENCE, CAR WAS PARKED ON STREET
7. How did damage or injury occur? (give full description) AMBULANCE HIT
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: THE AMBULANCE HIT MY CAR
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").

BUMPER DENTED + SCRATCHED, TAIL LIGHT BROKEN

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

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

Auto:	$ 1009
Property:	$
Personal injury:	$
Other: Specify below	$
TOTAL	$

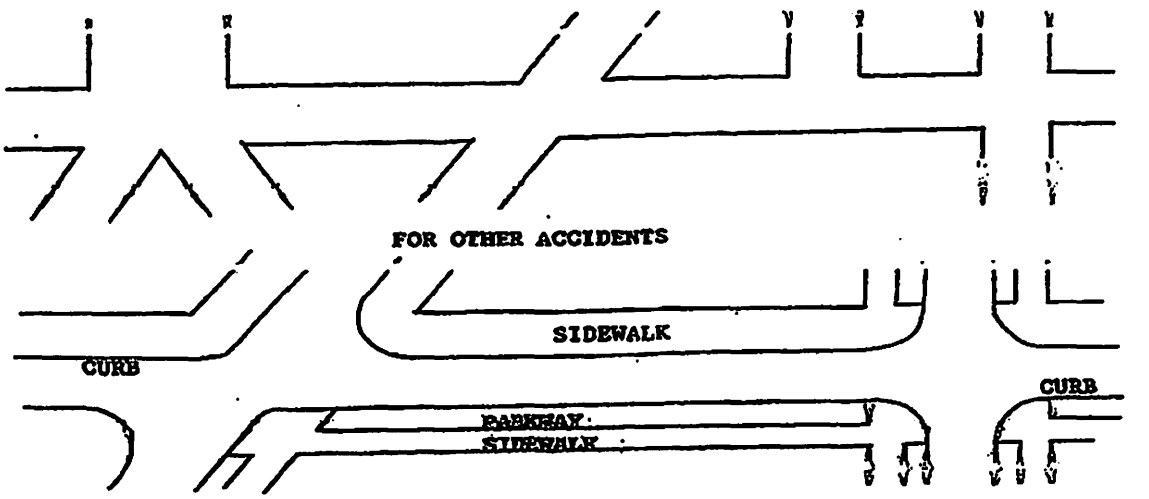
Damaged vehicle (if applicable)

Make: Toyota Model: Camry Year: 2006 Mileage: 205000

Names and addresses of witnesses, doctors and hospitals: CHECK STATEMENT BY OFFICER

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

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



SIGNATURE OF CLAIMANT _____ DATE 4-5-19

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	JOHN POTTER	Auto	$ SEE ESTIMATE PROVIDED 1009
Claimant's Address:	1318 S 7TH ST	Property	$ —
	SHEBOYGAN, WI 53081	Personal Injury	$ —
Claimant's Phone No.	920-316-8131	Other (Specify below)	$ —
		TOTAL	$ 1009

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 $1009.

SIGNED [signature] DATE: 4-5-19

ADDRESS: 1318 S 7TH ST SHEBOYGAN, WI 53081

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

GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

***** PRELIMINARY ESTIMATE *****

03/18/2019 02:30 PM

Owner

Owner: JOHN POTTER
Address: 1318 S. 7TH
City State Zip: Sheboygan, WI 53081
Work/Day: (920)316-8131
FAX:

Inspection

Inspection Date: 03/18/2019 02:31 PM
Inspection Type:

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz
Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
Work/Day:

Target Complete Date/Time:
Days To Repair: 2

Vehicle

2006 Toyota Camry SE V6 4 DR Sedan
6cyl Gasoline 3.3
5 Speed Automatic

Lic.Plate: ACT9954
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Fair
Ext. Color: RED
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 4T1BA32K76U510879
Mileage: 204,907
Mileage Type: Actual
Code: Y1743D
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Aluminum/Alloy Wheels
Center Console
Fog Lights
Leather Steering Wheel
Power Brakes
Power Mirrors
Power Windows
Split Folding Rear Seat
Tachometer
Tinted Glass
Velour/Cloth Seats
Air Conditioning
Anti-Lock Brakes
Cruise Control
Intermittent Wipers
Lighted Entry System
Power Door Locks
Power Moonroof
Rear Window Defroster
Sport Suspension
Theft Deterrent System
Trip Computer
Alarm System
Bucket Seats
Dual Airbags
Keyless Entry System
Overhead Console
Power Drivers Seat
Power Steering
Rem Trunk-L/Gate Release
Strg Wheel Radio Control
Tilt Steering Wheel
U.S.A. Built Vehicle

2006 Toyota Camry SE V6 4 DR Sedan
Claim #:
03/16/2019 02:30 PM

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Quarter And Rocker Panel										
1	I	389		Panel,Quarter LT	Repair				0.5*	SM
Rear Bumper										
2	EP	566		Cover,Rear Bumper	Replace PXN	$245.00			1.6	SM
3	L	566	13	Cover,Rear Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Rear Body, Lamps And Floor Pan										
4	EP	559		Lens,Taillamp LT	Replace PXN	$180.00			0.3	SM
Manual Entries										
5	N	M60		Hazardous Waste Removal	Additional Labor	$5.25*				SM
5	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		$430.25	
Paint & Materials	3.7 Hours @ $40.00	$148.00	
Parts & Material Total			$578.25
Tax on Parts & Material	@ 5.500%		$31.80

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$62.00	1.9	0.5	2.4	$148.80
Mech/Elec (ME)	$78.00				
Frame (FR)	$75.00				
Refinish (RF)	$62.00	3.7		3.7	$229.40

Labor Total	6.1 Hours		$378.20
Tax on Labor	@ 5.500%	$20.80	
Gross Total			$1,009.05
Net Total			$1,009.05

Alternate Parts Y/02/02/00/00/00 CUM 02/02/00/00/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.757 ES 05/16/2019 09:52 AM REL 8.0.757 DT 02/01/2019 DB 05/08/2019

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

Op Codes

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

DEAN'S AUTO BODY, INC.

Workfile ID: 005f01f3

We Have the Means for All Your Body Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-6495

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:	Phil Black
Potter, John		Phone:	Create Date:	6/18/2019
1318 S 7th St		Claim:		
Sheboygan, WI 53081		Loss Date:		
(920) 316-8131		Deductible:		

2006 TOYO Camry SE Automatic 4D SED 6-3.3L Gasoline MPFI Red

VIN:	4T1BA32K76U510879	Interior Color:		Mileage In:	208,059	Vehicle Out:	
License:	ACT-9954	Exterior Color:	Red	Mileage Out:			
State:	WI	Production Date:	12/2005	Condition:		Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**QUARTER PANEL**						
2	E01	Repair	RT Quarter panel NOTE: <><>Buff out mark and touch upo small nick in paint with brush				0.5T	Body	
3	E01		**REAR LAMPS**						
4	E01	Remove/Replace	RT Combo lamp assy US built only SE	1	90.00T	Used	0.4T	Body	
5	E01		**REAR BUMPER**						
6	E01	Remove/Replace	Bumper cover US built	1	245.00T	A/M	1.5T	Body	3.0T
7	E01		Add for Clear Coat						1.2T
8	E01		**MISCELLANEOUS OPERATIONS**						
9	E01	Sublet	Hazardous waste removal	1	6.00T	Other			
10	E01	Repair	Color sand and buff						
11	E01	Remove/Replace	Flex additive	1	6.50T	Other			

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts		22.50			364.00
Sublet/Miscellaneous					6.00
Labor, Body			60.00	2.4	144.00
Labor, Refinish			60.00	4.2	252.00
Material, Paint			40.00	4.2	168.00
Subtotal					**934.00**
Sales Tax					51.37
Grand Total					**985.37**
Net Total					**985.37**

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2006 TOYO Camry SE Automatic 4D SED 6-3.3L Gasoline MPFI Red

Estimate Version	Total $
Original	985.37

Insurance Total $:	985.37
Received from Insurance $:	0.00
Balance due from Insurance $:	985.37
Customer Total $:	0.00
Received from Customer $:	0.00
Balance due from Customer $:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

II

3.3

R. O. No. 54 - 19 - 20. By CITY CLERK. August 5, 2019.

Submitting a claim from Jason J. McCoy for alleged damages to his vehicle when a stone from a Department of Public Works dump truck hit and cracked his windshield.

CITY CLERK

Finance + Personnel
w/file

DATE RECEIVED 7-29-19 RECEIVED BY MKC

CLAIM NO. 8-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUL 29 '19 PM 12:48

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: JASON J. McCoy
2. Home address of Claimant: N5461 County Road M Plymouth WI 53073
3. Home phone number: 920 980.3795
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 07/25/2019 11:30
6. Where did damage or injury occur? (give full description) EASTBOUND lane OF STATE HIGHWAY 23 JUST WEST OF THE HWY 23/I-43 Interchange
7. How did damage or injury occur? (give full description) I WAS driving eastbound on HWY 23 AND THE CITY OF SHEBOYGAN DPW dump TRUCK in front OF ME WAS dropping STONE on the highway I quickly braked AND MOVED TO left lane, but a STONE hit AND cracked my windshield
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").

Rock struck windshield causing chip and crack to windshield

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

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

Auto:	$ 400.00
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 400.00

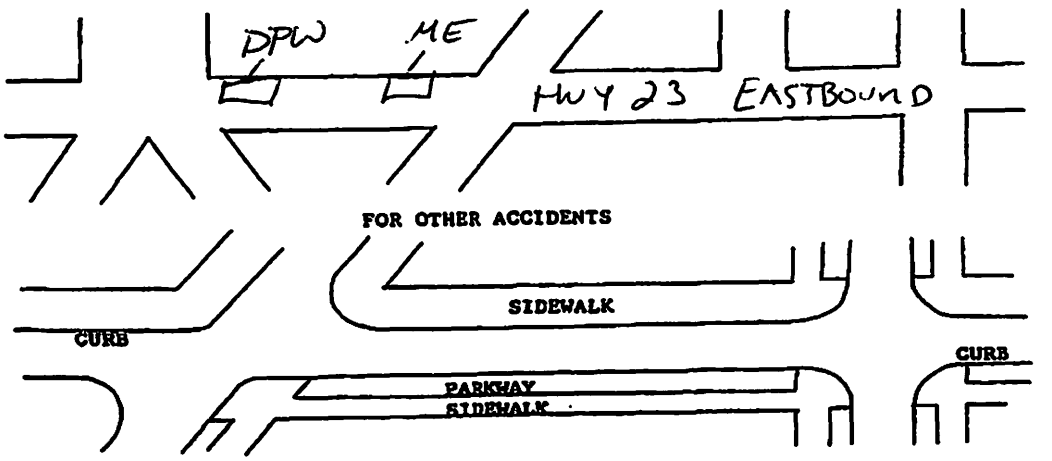
Damaged vehicle (if applicable)

Make: GMC Model: Sierra Year: 2015 Mileage: 77,429

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 [signature] DATE 7-29-19

DATE RECEIVED 7-29-19

RECEIVED BY NKC

CLAIM NO. 8019

CLAIM

Claimant's Name: Jason McCoy

Claimant's Address: N5461 County M
Plymouth WI 53073

Claimant's Phone No. 920 980 3795

Auto	$ 400
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 400

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 $ 400.

SIGNED [signature] DATE: 7-29-19

ADDRESS: N5461 County M
Plymouth WI 53073

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

MARTIN AUTO. DBA LAKESHORE AUTO GLASS
729 S 8TH STREET
SHEBOYGAN, WI 53081

(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393

INVOICE NUMBER	
DATE	7/25/2019
REFERENCE #	Quo: 9721
TAX ID NUMBER	390875970

2:06PM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INSTALL DATE:
			INSTALLED BY:
SALES REP: MIKE			TERMS:

BILL TO:

Cash Sale

SOLD TO:

Attn: Jason McCoy

Insurance Information

AGENT:

VERIFIED BY:
POLICY NUMBER:
CLAIM NUMBER:
CAUSE OF LOSS:
DATE OF LOSS:

DISPATCH #:
DEDUCTIBLE:

Vehicle Information

MAKE: GMC
BODY: 4 DOOR CREW CAB
STOCK #: R.O. #:

MODEL: SIERRA K1500
VIN:
UNIT #:

YEAR: 2015
ODOMETER:
LICENSE #:

Qnty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DW02041GTYN Windshield (Solar) (Electrochromic Mirror) (LDWS)	2.60	$100.00	$0.00	$497.50	$248.75	$348.75
1.00	HAH000448-20 Adhesive Adhesive (Fast-Cure Urethane/Dam/Primer)	0.00	$0.00	$25.00	$0.00	$0.00	$25.00

PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081

*** THIS IS A QUOTE / DO NOT PAY ***

Total Labor	$100.00
Total Kit	$25.00
Total Parts	$248.75
Subtotal	$373.75
Sales Tax @ 5.5000 %	$20.56
Invoice Total	**$394.31**

Thank you! MIKE

Customer Signature:

Amount Due: $394.31

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.

Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488
Fed. ID# 471572468

Quote #	Q I0000915	Date	07/25/2019
Cust. #	8938484	Billcode	1
P.O. #		Sold By	IS
Fed. Tax #		Inst'l By	

JASON MCCOY
N5461 CTY M
PLYMOUTH, WI

(920) 893-8484

Year	2015	Make	GMC	Policy #			
Model	SIERRA K1500	Body Style	4 DOOR EXTENDED CAB	Author-ized By			
Lic. #		V.I.N.		Claim #		Loss Date	07/25/2019
Home Phone	(920) 893-8484	Bus. Phone	() -	Damage/ Cause			

Qty.	Part	Description	Block Size	List	Price	Total
	DW02041GTYN	Windshield (Electrochromic Mirror)(slr contr)(LDWS	32.5 x 65.75	497.50	316.00	316.00
	LABOR	Labor 2.60 hours		80.00	80.00	
	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer		25.00	25.00	25.00

SPECIAL INSTRUCTIONS

ll material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. Is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the onsumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resaleable ondition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be uthorized for special orders or cut flat glass.

Subtotal	341.00
Labor	80.00
Tax	23.16
Total	444.16
Balance	444.16

ECEIVED BY

25/19 8:37pm by ADMIN Updated 7/25/19 8:37pm by ADMIN

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.

II

4.2

R. O. No. 70 - 19 - 20. By CITY CLERK. September 3, 2019.

Submitting a claim from John Neuendorf for alleged damages to his boat when it struck the right cement dock that was not protected at the City of Sheboygan Public Launch Facility.

Finance + Personnel
ucofile

CITY CLERK

DATE RECEIVED 8-29-19 RECEIVED BY MKC

CLAIM NO. 11-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 29 '19 AM10:16

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: John Neuendorf
2. Home address of Claimant: 2676 Clairville Rd. OshKosh WI 54904
3. Home phone number: 920-379-1612
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 7-6-19 10:30 AM
6. Where did damage or injury occur? (give full description) City of Sheboygan Public Launch Facility 699 Broughton Dr. Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) My Boat was gouged by a sharp corner from a piece of angle iron that is part of the right hand side concrete dock that was Not protected like the lefthand Side dock.
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:

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: right cement dock at the city of Sheboygan Public Launch Facility

   (b) Claimant's statement of basis for such liability: I damaged my boat on the right dock that had No protection the left dock did.

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 injury was to the left side of my boat. Pictures are attached.

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

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

~~Auto:~~ Boat	$ 1659.00 or 309.75
Property:	$ _____
Personal injury:	$ _____
Other: (Specify below	$ _____
TOTAL	$ 309.75

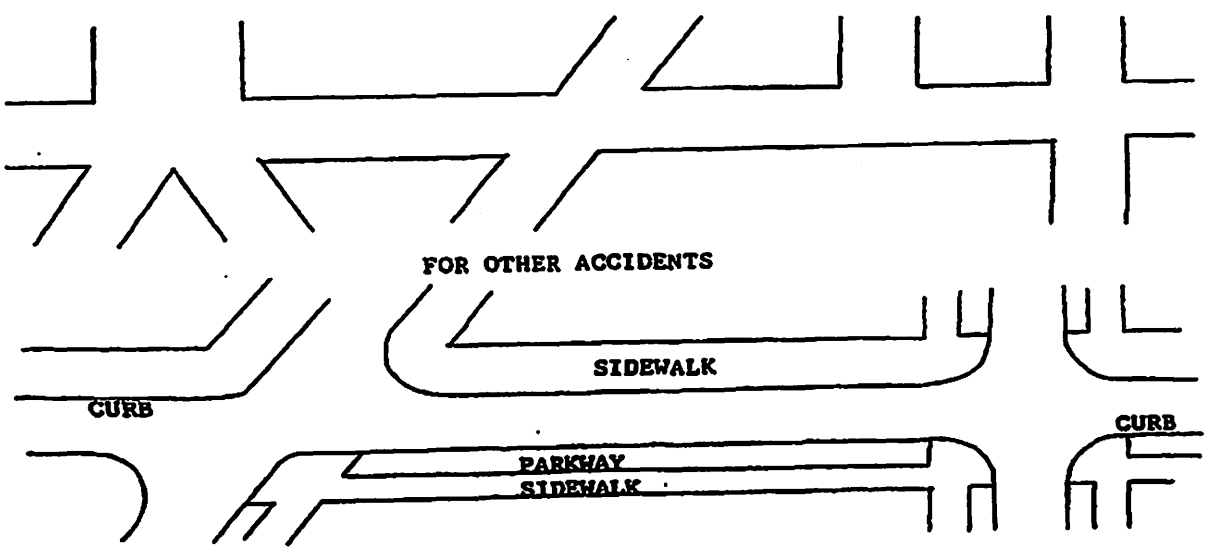
Damaged vehicle (if applicable)

Make: Skeeter Model: Solara 189 Year: 2017 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 John Neuenhof DATE 8-24-19

DATE RECEIVED 8-29-19

RECEIVED BY MKC

CLAIM NO. 11-19

CLAIM

Claimant's Name: John Neuendorf

Claimant's Address: 2676 Clairville Rd, Oshkosh, WI 54904

Claimant's Phone No. 920-379-1612

~~Auto~~ Boat $ 309.75

Property $

Personal Injury $

Other (Specify below) $

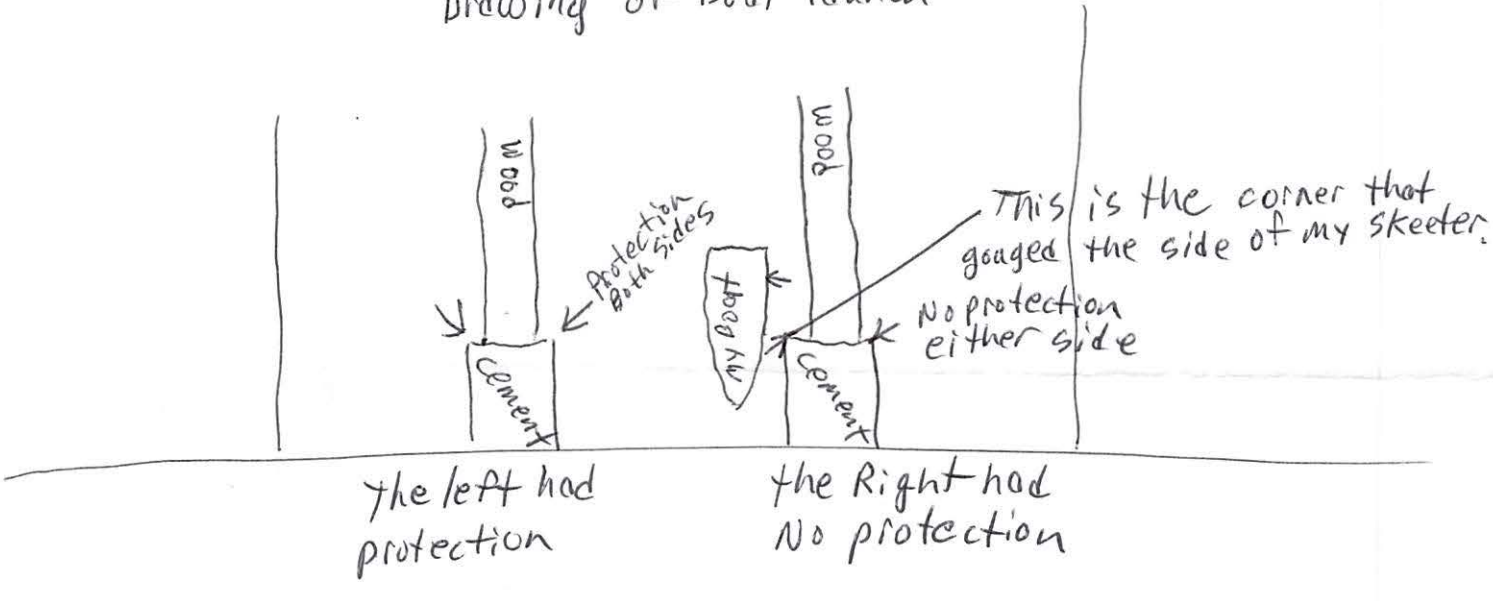
TOTAL $ 309.75

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 $ 309.75.

Drawing of Boat launch



SIGNED John Neuendorf DATE: 8-24-19

ADDRESS: 2676 Clairville Rd. Oshkosh, WI 54904

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

Anchor Marine
500 Van Roy Rd.
Appleton, WI 54915
Phone: 920-788-5950

Repair Order
Invoice

Doc Number: 14406
Service Writer:
Date Printed: 07/23/2019
Cashier: NICK BORDEN
Cashier Date: 07/23/2019

JOHN NEUENDORF
2626 CLAIRVILLE RD
OSHKOSH, WI 54904

Customer Information
Home Phone: 920-379-1612

Summary

Unit	Job	Job Total
2017 YAMAHA 189 SOLERA	CREATED FROM SERVICE SCHEDULER	$275.00

There was 2 ways to fix my boat I chose the cheaper of the 2.

Job Subtotal:	$275.00
Misc:	$20.00
Job Parts Subtotal:	$25.00
Job Labor Subtotal:	$250.00
Tax:	$14.75
Total:	$309.75
Less Deposits:	$0.00
Cash:	($310.00)
Cash:	$0.25
Total Due:	$0.00

$----------x----------Thank You For Your Business!

*** I hereby authorize this repair work to be done, along with the necessary materials. Anchor Marine and its Employees may operate this unit for the purpose of testing, inspection,or delivery at my risk. An expressed mechanics lien is acknowledged on my unit to secure the amount of the repairs thereto. Anchor Marine is not to be held responsible for loss, or damage to the unit or the articles left in the unit, in case of fire, theft, or accident beyond Anchor Marine's control.***

***I the customer will maintain my insurance coverage during boat storage and assume the liability or any issues that may arise.

**** Oils, Lubes and Filters vary in price by engine size and quantity****

THANK YOU FOR STOPPING AT ANCHOR MARINE IN APPLETON
STOP BY OUR WEBSITE WWW.ANCHORMARINEINC.COM
CHECK US OUT ON FACEBOOK ANCHOR MARINE APPLETON

SEE YOU ON THE WATER!!

Signature:_____

Detail

Unit 2017 YAMAHA 189 SOLERA 189 SOLERA **Color:** **Keyboard:**

VIN/Serial No:STE25537B717 **Plate:** **Odom/Hrs In:**0 **Out:**0

CREATED FROM SERVICE SCHEDULER

Description: repair scratch in port hull
just fill it in and polish
$200-300
check trailer for rust problem on inside front of trailer
also trailer wiring harness pulled out check to see if it come loose when pulled out for lights

Resolution: filled in scratches, sanded and polished the area.

Parts

Part #	Qty	Description	Price	Discount	Total
GLASS	25.00	FIBER GLASS MATERIALS	$1.00	$0.00	$25.00
				Parts Subtotal	**$25.00**

Labor

Description	Technician	Total
repair scratch	ERIC SCHUMACHER	$250.00
	Labor Subtotal	**$250.00**
	Job Subtotal	**$275.00**

All Jobs Subtotal:	**$275.00**
Shop Supplies:	**$20.00**
Tax:	**$14.75**
Total:	**$309.75**
Less Deposits:	**$0.00**
Cash:	**($310.00)**
Cash:	**$0.25**
Total Due:	**$0.00**

Anchor Marine
500 Van Roy Rd.
Appleton, WI 54915
Phone: 920-788-5950

Estimate

Due: $1,659.00

Doc Number: Estimate
Service Writer: NICK BORDEN
Date Printed: 07/23/2019

JOHN NEUENDORF
2626 CLAIRVILLE RD
OSHKOSH, WI 54904

Customer Information

Home Phone: 920-379-1612

Summary

Unit	Job	Job Total
2017 YAMAHA 189 SOLERA	repair gouges in hull from boat launch	$1,550.00

Job Subtotal:	$1,550.00
Misc:	$30.00
Job Parts Subtotal:	$300.00
Job Labor Subtotal:	$1,250.00
Tax:	$79.00
Total:	$1,659.00
Less Deposits:	$0.00
Total Due:	$1,659.00

This is ONLY an estimate and there may be extra charges. Oils, Lubes and Filters vary in price by engine size and quantity

Signature:_____

Detail

Unit 2017 YAMAHA 189 SOLERA 189 SOLERA **Color:** **Keyboard:**

VIN/Serial No:STE25537B717 **Plate:** **Odom/Hrs In:**0 **Out:**0

repair gouges in hull from boat launch

Description:grind out damage and repair. all of the stripes will have to be blended then finished.

Resolution:grind and repair fiberglass. then spray out metal flake to match all the stripes and sand then polish the side of the boat.

Parts

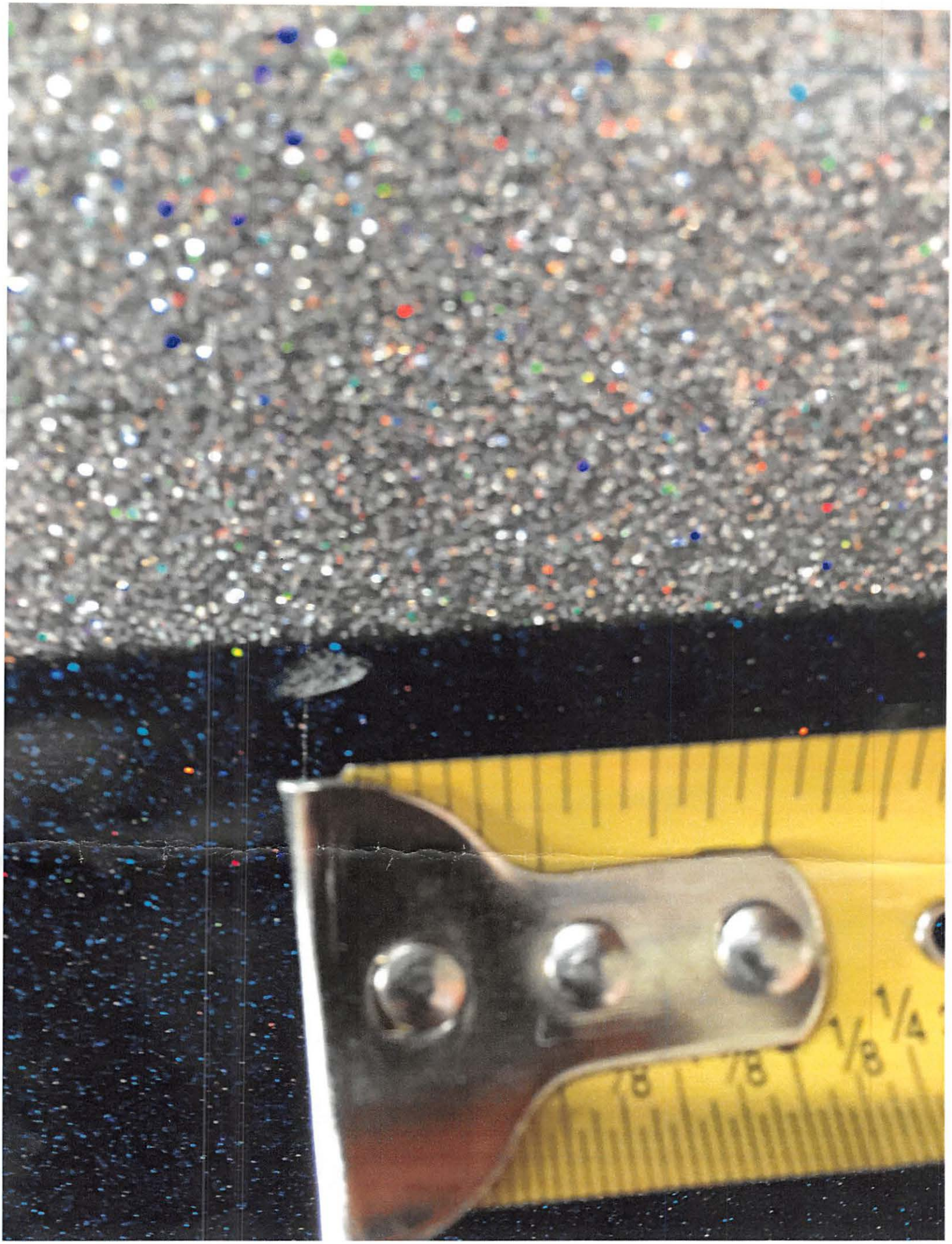
Part #	Qty	Description	Price	Discount	Total
GLASS	300.00	FIBER GLASS MATERIALS	$1.00	$0.00	$300.00
				Parts Subtotal	**$300.00**

Labor

Description	Technician	Total
bring boat in and prep for repair	ERIC SCHUMACHER	$125.00
grind and glass damage	ERIC SCHUMACHER	$125.00
grind boat to shape and prep for gel kote	ERIC SCHUMACHER	$375.00
spray gel kote and finish	ERIC SCHUMACHER	$500.00
clean boat.	ERIC SCHUMACHER	$125.00
	Labor Subtotal	**$1,250.00**
	Job Subtotal	**$1,550.00**

All Jobs Subtotal:	**$1,550.00**
Shop Supplies:	**$30.00**
Tax:	**$79.00**
Total:	**$1,659.00**
Less Deposits:	**$0.00**
Total Due:	**$1,659.00**


2 3 4 25FT 5 6 7 8 9 10


1/8
1/4


1/8
1/4
3/8
1/2
5/8
3/4


2
FT & IN
INCHES
3
1/8 1/4 3/8 1/2 5/8 3/4 7/8
1/8 1/4 3/8 1/2 5/8 3/4 7/8

II

4.4

R. O. No. 72 - 19 - 20. By CITY CLERK. September 3, 2019.

Submitting a claim from Laura Spalinger for alleged damages to her vehicle when a tree branch fell on it when it was parked on Broadway Avenue.

CITY CLERK

Finance/
Personnel
w/file

DATE RECEIVED 8-29-19

RECEIVED BY MKC AUG 29 '19 PM 3:37

CLAIM NO. 12-19

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: Laura Spalinger
2. Home address of Claimant: 710A Broadway Avenue
3. Home phone number: 920) 226-9296
4. Business address and phone number of Claimant: /

5. When did damage or injury occur? (date, time of day) June 12, 19 @ 10:15 pm
6. Where did damage or injury occur? (give full description) 710A Broadway Ave. on north side of street towards 716 Broadway (inbetween).

7. How did damage or injury occur? (give full description) Rapid storm front with 26 mph wind snapped estimated 12 plus feet tree branch to fall directly on my vehicle, smashing windshield, denting roof and hood, around 10:15 p.m.

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: Ash trees between 7th & 8th st on Broadway Avenue

   (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").

cracked windshield of '92 S10 pickup truck, dented roof and hood

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

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

Auto:	$ 210.00 +
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 221.55

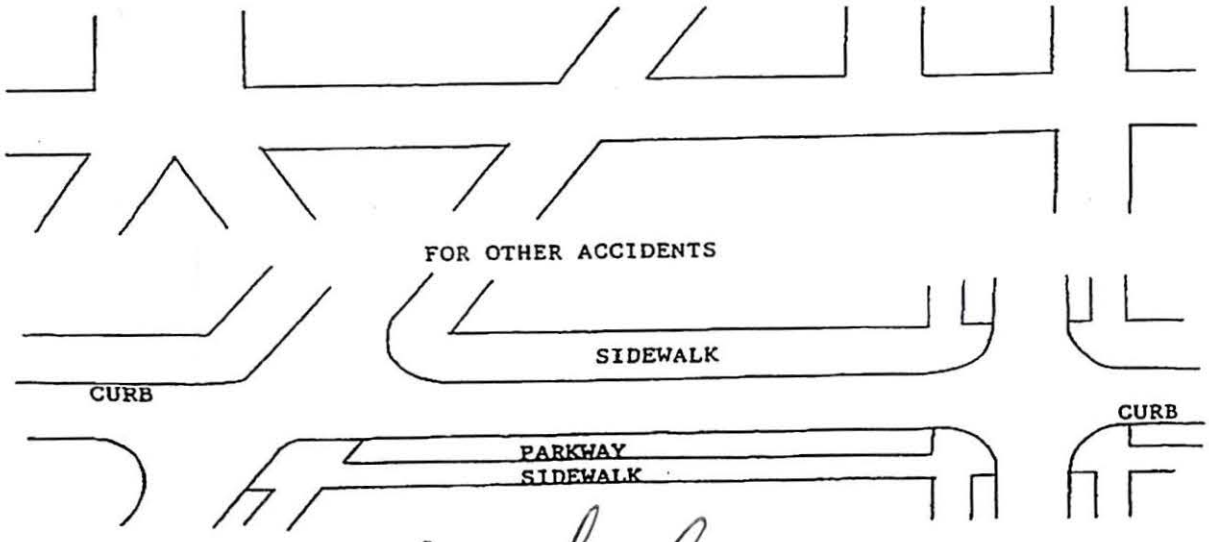
Damaged vehicle (if applicable)

Make: Chevy Model: S10 Year: 1992 Mileage: 120,000 (est.)

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 Laura Spalinger DATE 08-29-19

DATE RECEIVED 8-29-19

RECEIVED BY MKC

CLAIM NO. 12-19

CLAIM

Claimant's Name: Laura Spalinger

Claimant's Address: 710A Broadway Ave, Sheboygan, WI 53081

Claimant's Phone No. 920) 226-9296

Auto	$ 210.00
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 221.55

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

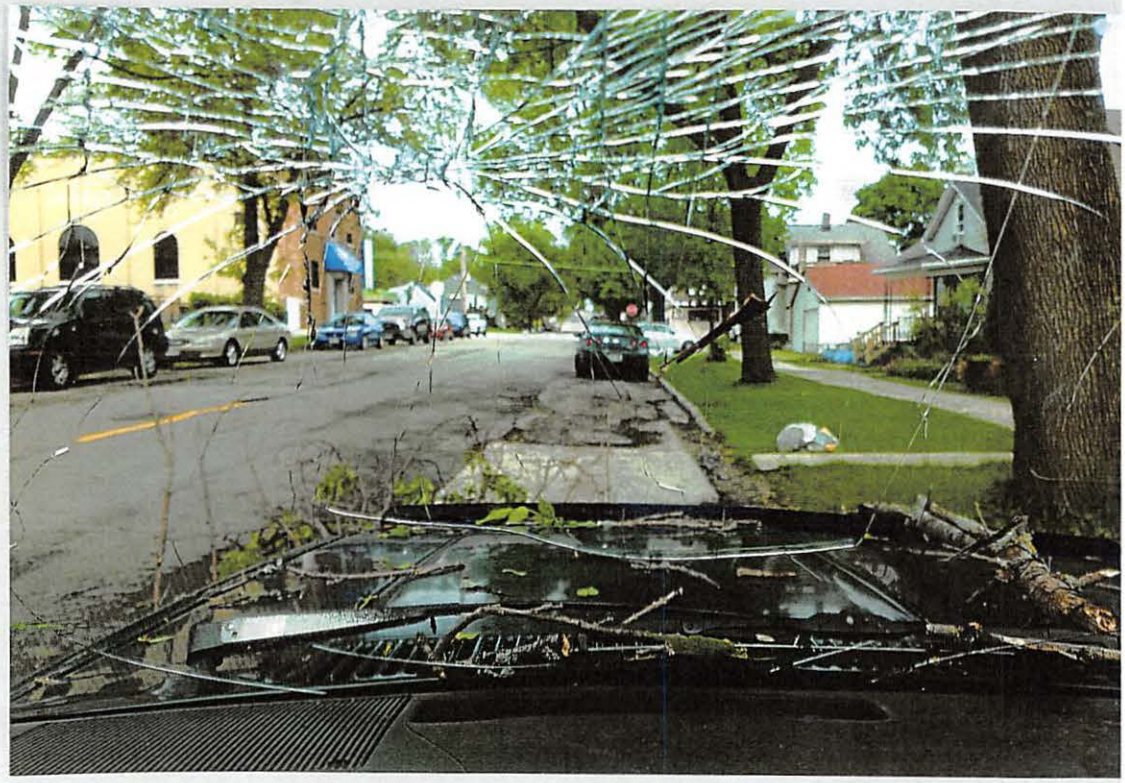
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

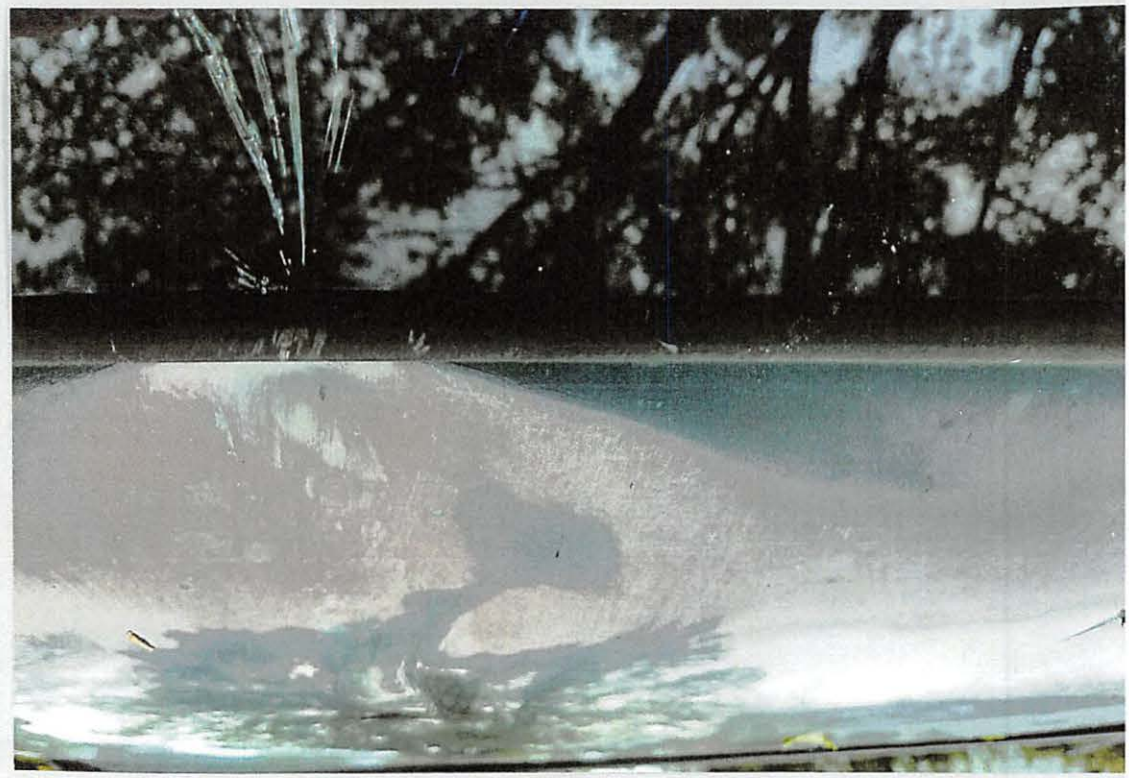
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ ~~210.00~~ 221.55 see attached bill

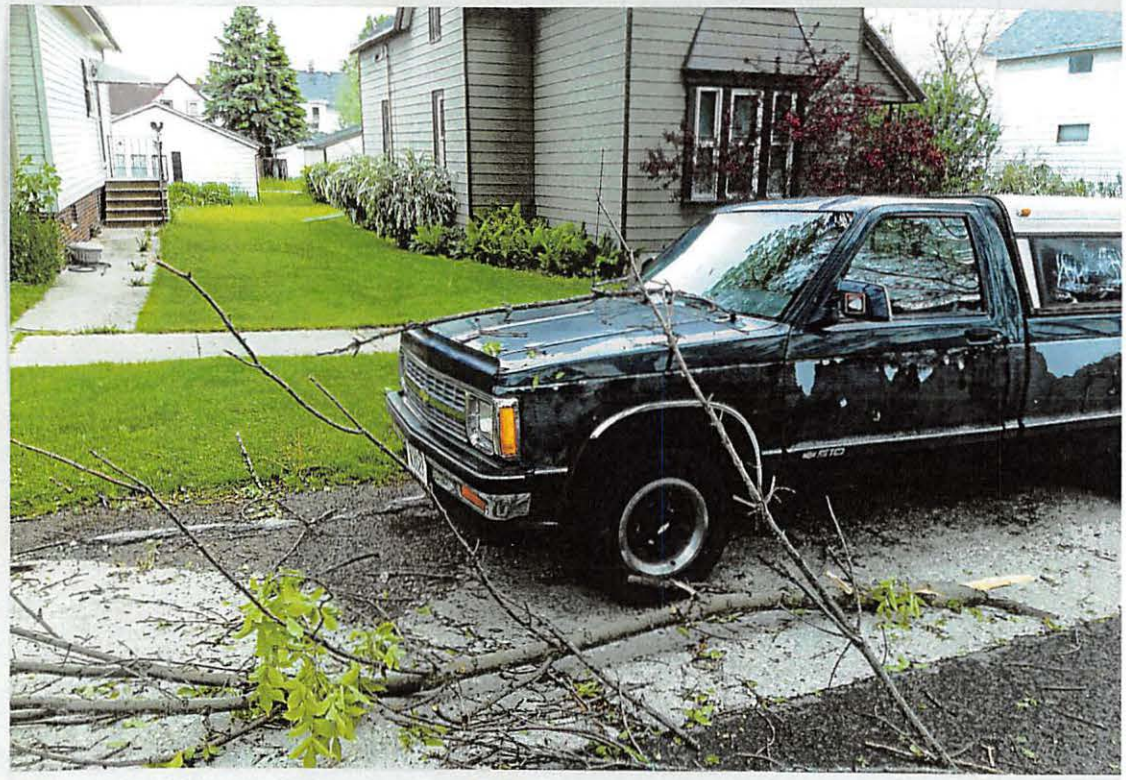
SIGNED Laura Spalinger DATE: 08-29-19

ADDRESS: 710A Broadway Avenue
Sheboygan, WI 53081

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







Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488

Fed. ID# 471572468

Inv. #	I0000738	Date	06/18/2019
Cust. #	2269296	Billcode	1
P.O. #		Sold By	IS
Fed. Tax #		Inst'l By	

LAURA

,

(920) 226-9296

Year	1992	Make	CHEVROLET	Policy #			
Model	S10 PICKUP	Body Style	2 DOOR EXTENDED CAB	Author-ized By			
Lic. #		V.I.N.		Claim #		Loss Date	06/18/2019
Home Phone	(920) 226-9296	Bus. Phone	() -	Damage/ Cause			

Qty.	Part	Description	Block Size	List	Price	Total
1	DW00943GBNN	Windshield	28.3 x 57	204.25	105.00	105.00
1	LABOR	labor, 0.00 hours flat rate		80.00	80.00	
1	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer		25.00	25.00	25.00

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resaleable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Subtotal	130.00
Labor	80.00
Tax	11.55
Total	221.55
Balance	221.55

RECEIVED BY

6/18/19 9:52am by ADMIN Updated 8/29/19 2:35pm by ADMIN

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.

Release

Dissemination Number	77597
When Disseminated	07:46:07 07/23/19
Disseminator	HAELFRISCH, P
Agency	SPD
Recipient	LAURA SPALINGER
Organization	LAURA SPALINGER
Address	
Reason for Inquiry	
Dissemination Method	PICK UP

Information Disseminated
PER PUBLIC POLICY IN AN EFFORT TO PREVENT IDENTITY THEFT, PERSONALLY IDENTIFIABLE INFORMATION AS DEFINED IN WI STATUTE 19.62(5) WERE REDACTED

= =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
LW	C19-11512	07/23/19	ASSIST	PICK UP

SHEBOYGAN POLICE DEPARTMENT

Incident C19-11512

Nature: ASSIST
Location: N43

Address: 710 BROADWAY
SHEBOYGAN WI 53081

Offense Codes: 9362
Received By: VANDRIE, A L
How Received: T
Agency: SPD
Responding Officers: INGER, BRIAN
Responsible Officer: INGER, BRIAN
Disposition: SIT 06/12/19
When Reported: 22:11:00 06/12/19
Occurred Between: 22:11:00 06/12/19 and 22:11:00 06/12/19

Assigned To:
Detail:
Date Assigned: **/**/**
Status:
Status Date: **/**/**
Due Date: **/**/**

Complainant: 44403
Last: SPALINGER
First: LAURA
Mid: ANN
DOB: 03/12/55
Dr Lic: S145-5215-5592-05
Address: 710 BROADWAY #A
Race: W
Sex: F
Phone: (920)226-9296
City: SHEBOYGAN, WI 53081

Offense Codes

Reported:
Observed:
Additional Offense: 9362 DAMAGE NON CRIMINAL

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers:
INGER, BRIAN

Unit :
405

Responsible Officer: INGER, BRIAN
Received By: VANDRIE, A L
How Received: T TELEPHONE
When Reported: 22:11:00 06/12/19
Judicial Status:
Misc Entry:

Agency: SPD
Last Radio Log: 08:52:08 06/13/19 CMPLT
Clearance: CLR CLEARED
Disposition: SIT **Date:** 06/12/19
Occurred between: 22:11:00 06/12/19
and: 22:11:00 06/12/19

Modus Operandi:
Description :
Method :

Involvements

Date	Type	Description

Narrative

Squad Number: 18
Squad video: N
Digital Photos: N
Interview Room/Booking Room Video:N
Handheld Olympus Audio Recording: N
Written Statements: N
Evidence: N
Proxy Form: N
Surveillance Video: N
Cellebrite: N
Body Camera: N
Domestic Related: N
Investigation Complete: Y

Has a suspect been arrested? (Y/N): N
Was the suspect armed when arrested? (Y/N): N
If yes, indicate weapon type:
Was force needed to make the arrest: (Y/N): N
Were DRUGS a factor in this incident: (Y/N): N
Was ALCOHOL a factor in this incident: (Y/N): N
Was a COMPUTER a factor in this incident: (Y/N): N

On 06-13-19 @ 8:25 am, I, Officer Inger, responded to 710 Broadway Ave, regarding a damage to property complaint. The complainant, Laura A Spalinger, 03-12-55, 710A Broadway Ave, 920-226-9296; reported a city tree branch fell onto her vehicle, causing a shattered windshield and dents on the roof of the vehicle. Estimated cost of damage, $150. Upon arrival, I saw the vehicle and the damage. It appeared that a large branch from a city tree had broken off and then fell onto the roof/windshield area of Laura's vehicle that was parked under it.

I referred Laura to contact her insurance agent, as well as, the city of Sheboygan, to find out what her options are since it was a branch from a city tree. The vehicle was a green, 1992 Chevy S-10, with Founders liability insurance. This concludes my involvement. #405

II

3.1

R. O. No. 77 - 19 - 20. By CITY CLERK. September 16, 2019.

Submitting a claim from Progressive Insurance for alleged damages to the vehicle of their insured claimant (Alfonso Canseco) when a rotten tree branch fell on the vehicle.

Finance + Personnel
rec+file

CITY CLERK

DATE RECEIVED 9-3-19

RECEIVED BY MKC

CLAIM NO. 13-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 3 '19 AM 10:55

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: Progressive Insurance on behalf of Alfonso Canseco
2. Home address of Claimant: NCRT 6300 Wilson Mills Rd. Mayfield OH 44143
3. Home phone number: 440-910-2108
4. Business address and phone number of Claimant: same
5. When did damage or injury occur? (date, time of day) 7/20/19 12:00AM
6. Where did damage or injury occur? (give full description) 1923 Elm Ave Sheboygan WI 53081
7. How did damage or injury occur? (give full description) Rotten branch fell off of tree and landed directly on claimants car
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (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: city owned tree per police report. Rotten branch not maintained

   (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").

Hood, roof, sunroof, back window, right side body damaged. Car was deemed a total loss on insurance claim.

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

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

Auto:	$ 8826.50
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 8826.50

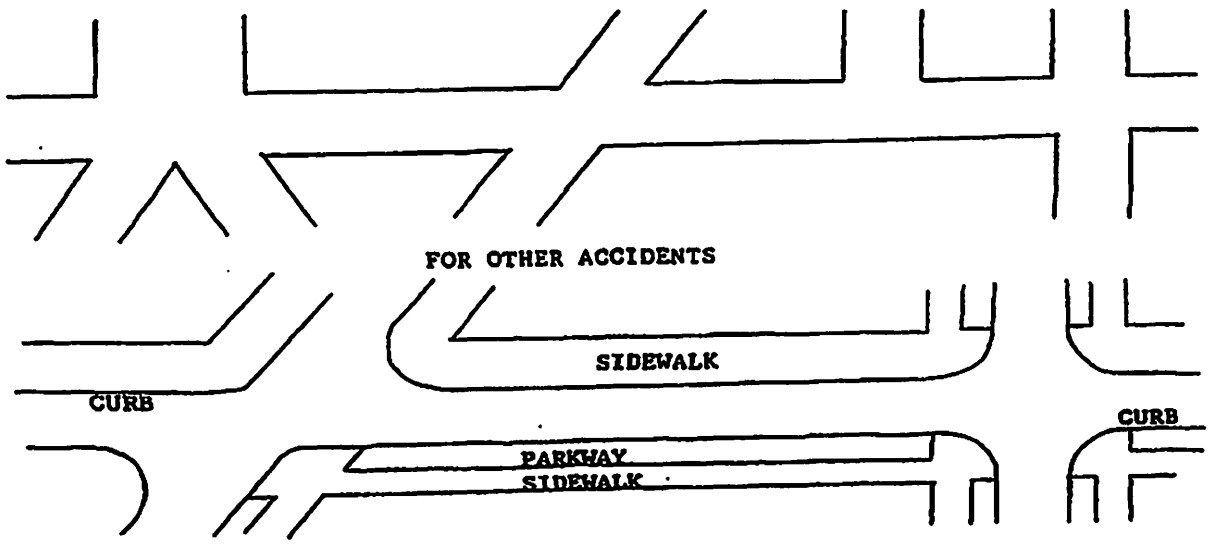
Damaged vehicle (if applicable)

Make: Cadillac Model: CTS Year: 2009 Mileage: 83360

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 [signature] Progressive Casualty Insurance Company Agent DATE 8-28-19

DATE RECEIVED 9-3-19

RECEIVED BY MKC

CLAIM NO. 13-19

CLAIM

Claimant's Name: Progressive Insurance

Claimant's Address: NCRT 6300 Wilson Mills Rd.
Mayfield OH 44143

Claimant's Phone No. 440.910.2108

Auto	$ 8826.50
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 8826.50

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 $ 8826.50 .

SIGNED [illegible] Progressive Casualty Insurance Company Agent DATE: 8-28-19

ADDRESS: NCRT 6300 Wilson Mills Rd. Mayfield OH 44143

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

SHEBOYGAN POLICE DEPARTMENT

Incident C19-14331

Nature: DAMAGE PROPERTY
Location: N49

Address: 1923 ELM AVE
SHEBOYGAN WI 53081

Offense Codes: 9362
Received By: WARTKE, ARIANE
How Received: 9
Agency: SPD
Responding Officers: SAMUELS, JOHN
Responsible Officer: SAMUELS, JOHN
Disposition: SIT 07/20/19
When Reported: 06:41:13 07/20/19
Occurred Between: 06:41:13 07/20/19 and 06:42:09 07/20/19

Assigned To:
Detail:
Date Assigned: **/**/**
Status:
Status Date: **/**/**
Due Date: **/**/**

Complainant: 195986
Last: CANSECOPEREZ
First: ALFONSO
Mid: MANUEL
DOB: [redacted]
Dr Lic: [redacted]
Address: [redacted]
Race: W
Sex: M
Phone: [redacted]
City: [redacted]

Offense Codes

Reported: 9330 DAMAGE/PRIVATE PROPERTY
Observed: 9362 DAMAGE NON CRIMINAL
Additional Offense: 9362 DAMAGE NON CRIMINAL

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers: SAMUELS, JOHN
Unit : 249

Responsible Officer: SAMUELS, JOHN
Received By: WARTKE, ARIANE
How Received: 9 911 LINE
When Reported: 06:41:13 07/20/19
Judicial Status:
Misc Entry:

Agency: SPD
Last Radio Log: 07:42:51 07/20/19 CMPLT
Clearance: CLR CLEARED
Disposition: SIT **Date:** 07/20/19
Occurred between: 06:41:13 07/20/19
and: 06:42:09 07/20/19

Modus Operandi:
Description :
Method :

Involvements

Date	Type	Description

Narrative

On Saturday, 07-20-19 at 7:10 a.m., I, Officer Samuels, was dispatched to 1923 Elm Ave. to investigate damage to a vehicle caused by a fallen tree branch.

Upon my arrival I found a large tree branch from a city-owned tree in the south parkway had broken off and had fallen onto a black Cadillac CTS, WI: [redacted] owned by Alfonso M. Canseco-Perez ([redacted] The branch fell during the storm over the previous night.

I requested DPW respond to remove the branch. I photographed the scene. I could see the Cadillac suffered a shattered rear window and several dents to the roof. There could be more damage that is concealed by the branched that are still on the Cadillac.

I later imported the photographs into the case. Samuels/249

Date: 07/24/2019 02:15 PM
Estimate ID: 19-1148726-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types
Quote ID: 51757971

PROGRESSIVE

Damage Assessed By: GARRETT J CARTER
Appraised For: GARRETT CARTER
(800) 776-4737

Classification:

Type of Loss: Auto
Date of Loss: 07/20/2019
Deductible: 1,000.00
Claim Number: 19-1148726-01

Insured: ALFONSO CANSECO
Owner: ALFONSO CANSECO
Address: 1923 ELM AVE, SHEBOYGAN, WI 53081
Telephone: Home Phone: (920) 327-9067
Contact Phone: (920) 327-9067

Mitchell Service: 911016

Description: 2009 Cadillac CTS
Body Style: 4D Sed
Drive Train: 3.6L Inj 6 Cyl 6A RWD
VIN: 1G6DF577290105123
License: AAS7873 WI
Mileage: 83,360
OEM/ALT: A
Search Code: NORTHEAST1
Color: BLACK
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
FRONT SIDE AIRBAG WITH HEAD PROTECTION, PREMIUM SOUND SYSTEM
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
TIRE INFLATION/PRESSURE MONITOR, LEATHER STEERING WHEEL, SATELLITE RADIO
CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION
AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM
REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1	101086	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.6 #
				Front Lamps			
2	101093	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
3	101094	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
				Hood			
4	103313	BDY	REMOVE/INSTALL	Hood Moulding			0.3
5	101638	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.4 #
6	101639	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
7	100084	BDY	REPAIR	Hood Panel	Existing		3.0*
8		REF	REFINISH	Hood Outside			C 2.7
				Front Fender			
9	102585	BDY	REMOVE/INSTALL	R Fender Grille			0.6 #
10	102586	BDY	REMOVE/INSTALL	L Fender Grille			0.6 #
11	100186	BDY	REPAIR	R Fender Panel	Existing		3.0* #
12		REF	REFINISH	R Fender Outside			C 1.7
13	100187	BDY	REPAIR	L Fender Panel	Existing		2.5* #
14		REF	REFINISH	L Fender Outside			C 1.7
15	100198	BDY	REMOVE/REPLACE	R Fender Adhesive Emblem	15223484	13.68	0.2
16	100199	BDY	REMOVE/REPLACE	L Fender Adhesive Emblem	15223484	13.68	0.2
				Electrical			
17	101978	MCH	REMOVE/INSTALL	Antenna Base -M			INC #
18	102114	MCH	REMOVE/REPLACE	Communications Antenna -M	25831346	62.16	0.5 #
19		MCH	REFINISH	Antenna -M			C 0.5

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01
Mitchell Data Version: OEM: JUN_19_V0722
MAPP:JUN_19_V0721
Software Version: 7.1.236

20	102120	MCH	REMOVE/REPLACE	Antenna Base -M	ORDER FROM DEALER	55.56		INC	#
				Rear Seat					
21	101579	BDY	REPAIR	Rear Seat Cushion Cover	Existing			2.0*	#
22	101582	BDY	REPAIR	Rear Seat Back Cover	Existing			1.5*	#
				Front Door					
23	100816	BDY	REPAIR	R Frt Door Repair Panel	Existing			3.0*	#
24		REF	REFINISH	R Frt Door Outside			C	1.7	
25	100817	BDY	REPAIR	L Frt Door Repair Panel	Existing			1.5*	#
26		REF	REFINISH	L Frt Door Outside			C	1.7	
27	101672	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding				0.8	#
28	101673	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding				0.8	#
29	101670	BDY	REMOVE/INSTALL	R Frt Rear View Mirror				INC	#
30	101671	BDY	REMOVE/INSTALL	L Frt Rear View Mirror				INC	#
31	101685	BDY	REMOVE/INSTALL	R Frt Otr Door Handle				0.3	#
32	101686	BDY	REMOVE/INSTALL	L Frt Otr Door Handle				0.3	#
				Rear Door					
33	100822	BDY	REPAIR	R Rear Door Repair Panel	Existing			3.0*	#
34		REF	REFINISH	R Rear Door Outside			C	1.6	
35	100823	BDY	REPAIR	L Rear Door Repair Panel	Existing			2.0*	#
36		REF	REFINISH	L Rear Door Outside			C	1.6	
37	101674	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding				0.2	#
38	101675	BDY	REMOVE/INSTALL	L Rear Otr Door Belt Moulding				0.2	#
39	101693	BDY	REMOVE/INSTALL	R Rear Otr Door Handle				0.7	#
40	101694	BDY	REMOVE/INSTALL	L Rear Otr Door Handle				0.7	#
				Roof					
41	102897	BDY	REPAIR	Roof Panel	Existing			9.0*	#
42		REF	REFINISH	Roof Panel Outside			C	2.3	
43	101018	BDY	REMOVE/REPLACE	Rear Roof Header Panel	22824497	15.33		1.5	
44	101704	BDY	REMOVE/INSTALL	Roof Headliner				4.7	#
45	101705	BDY	REMOVE/INSTALL	Frt Overhead Console				INC	
46	101706	BDY	REMOVE/INSTALL	Rear Overhead Console				INC	
				Sunroof					
47	101708	GLS	REMOVE/INSTALL	Frt Sunroof Glass Panel				INC	
48	101710	GLS	REMOVE/INSTALL	Rear Sunroof Glass Panel				1.6	#
49	101709	BDY	REMOVE/INSTALL	Sunroof Assy				1.5	#
50	102906	BDY	REPAIR	Frt Sunroof Glass Assembly	Existing			1.0*	
				Back Window					
51	101066	GLS	REMOVE/REPLACE	Back Window Glass	25879314	623.97		3.0	#
52	101068	GLS	REMOVE/REPLACE	Back Window Adhesive	N.A.				
				Side Body					
53	101720	REF	REFINISH	R Quarter Panel Outside			C	1.8	
54	101721	REF	REFINISH	L Quarter Panel Outside			C	1.8	
55	101083	BDY	REPAIR	R Roof Rail -S	Existing			3.0*	
56		REF	REFINISH	R Roof Rail			C	1.6	#
57	101084	BDY	REPAIR	L Roof Rail -S	Existing			3.0*	
58		REF	REFINISH	L Roof Rail			C	1.6	#
59	101142	BDY	REPAIR	R Otr Quarter Wheelhouse Panel	Existing			7.0*	
60	101143	BDY	REPAIR	L Otr Quarter Wheelhouse Panel	Existing			5.0*	
61	101755	BDY	REMOVE/INSTALL	R Frt Roof Garnish Moulding				0.3	
62	101756	BDY	REMOVE/INSTALL	L Frt Roof Garnish Moulding				0.3	
63	101757	BDY	REMOVE/INSTALL	R Rear Roof Garnish Moulding				0.3	
64	101758	BDY	REMOVE/INSTALL	L Rear Roof Garnish Moulding				0.3	
65	101761	BDY	REMOVE/INSTALL	R Rocker Moulding				0.5	
66	101762	BDY	REMOVE/INSTALL	L Rocker Moulding				0.5	
67	101233	BDY	REMOVE/REPLACE	Quarter Package Tray Trim Panel	ORDER FROM DEALER	309.75		0.6	#
68		BDY	REMOVE/INSTALL	Rear Seat Assy				INC	
				Luggage Lid					
69	101812	BDY	REMOVE/INSTALL	Luggage Lid Moulding				0.4	#
70	101768	BDY	REMOVE/INSTALL	Luggage Trim Panel				INC	
71	101269	BDY	REPAIR	Luggage Lid Panel	Existing			1.5*	
72		REF	REFINISH	Luggage Lid Outside			C	1.8	
				Rear Body					
73	101407	BDY	REMOVE/REPLACE	Ctr Rear Body Finish Panel	20875226	83.22		0.3	
				Rear Lamps					
74	101777	BDY	REMOVE/INSTALL	R Rear Combination Lamp				0.4	#

Date: 07/24/2019 02:15 PM
Estimate ID: 19-1148726-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types
Quote ID: 51757971

PROGRESSIVE

Damage Assessed By: GARRETT J CARTER
Appraised For: GARRETT CARTER
(800) 776-4737

Classification:

Type of Loss: Auto
Date of Loss: 07/20/2019
Deductible: 1,000.00
Claim Number: 19-1148726-01

Insured: ALFONSO CANSECO
Owner: ALFONSO CANSECO
Address: 1923 ELM AVE, SHEBOYGAN, WI 53081
Telephone: Home Phone: (920) 327-9067
Contact Phone: (920) 327-9067

Mitchell Service: 911016

Description: 2009 Cadillac CTS
Body Style: 4D Sed
Drive Train: 3.6L Inj 6 Cyl 6A RWD
VIN: 1G6DF577290105123
License: AAS7873 WI
Mileage: 83,360
OEM/ALT: A
Search Code: NORTHEAST1
Color: BLACK
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
FRONT SIDE AIRBAG WITH HEAD PROTECTION, PREMIUM SOUND SYSTEM
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
TIRE INFLATION/PRESSURE MONITOR, LEATHER STEERING WHEEL, SATELLITE RADIO
CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION
AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM
REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1	101086	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.6 #
				Front Lamps			
2	101093	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
3	101094	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
				Hood			
4	103313	BDY	REMOVE/INSTALL	Hood Moulding			0.3
5	101638	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.4 #
6	101639	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
7	100084	BDY	REPAIR	Hood Panel	Existing		3.0*
8		REF	REFINISH	Hood Outside			C 2.7
				Front Fender			
9	102585	BDY	REMOVE/INSTALL	R Fender Grille			0.6 #
10	102586	BDY	REMOVE/INSTALL	L Fender Grille			0.6 #
11	100186	BDY	REPAIR	R Fender Panel	Existing		3.0* #
12		REF	REFINISH	R Fender Outside			C 1.7
13	100187	BDY	REPAIR	L Fender Panel	Existing		2.5* #
14		REF	REFINISH	L Fender Outside			C 1.7
15	100198	BDY	REMOVE/REPLACE	R Fender Adhesive Emblem	15223484	13.68	0.2
16	100199	BDY	REMOVE/REPLACE	L Fender Adhesive Emblem	15223484	13.68	0.2
				Electrical			
17	101978	MCH	REMOVE/INSTALL	Antenna Base -M			INC #
18	102114	MCH	REMOVE/REPLACE	Communications Antenna -M	25831346	62.16	0.5 #
19		MCH	REFINISH	Antenna -M			C 0.5

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01
Mitchell Data Version: OEM: JUN_19_V0722
MAPP:JUN_19_V0721
Software Version: 7.1.236

75	101778	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.4 #
76	101779	BDY	REMOVE/INSTALL	R License Lamp			0.4 #
77	101780	BDY	REMOVE/INSTALL	L License Lamp			0.2 #
78	101782	BDY	REMOVE/INSTALL	High Mount Stop Lamp			0.2 #
				Rear Bumper			
79	101787	BDY	REMOVE/INSTALL	Rear Bumper Cover			1.3 #
				Additional Operations			
80		REF	ADD'L OPR	Clear Coat			2.6
				Additional Costs & Materials			
81			ADD'L COST	Paint/Materials		800.00 *	
82			ADD'L COST	Hazardous Waste Disposal		3.00 *	
				Special/Manual Entry			
83	900500	BDY *	ADD'L LABOR OP	GLASS CLEANUP	Existing		0.5*

* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	74.3	60.00	0.00	0.00	4,458.00	T
Refinish	26.2	60.00	0.00	0.00	1,572.00	T
Glass	4.6	60.00	0.00	0.00	276.00	T
Mechanical	1.0	80.00	0.00	0.00	80.00	T
	Taxable Labor				6,386.00	
	Labor Tax		@	5.500 %	351.23	
Labor Summary	106.1				6,737.23	

II. Part Replacement Summary			Amount
Taxable Parts			1,177.35
Sales Tax	@	5.500%	64.75
Total Replacement Parts Amount			1,242.10

III. Additional Costs			Amount
Taxable Costs			803.00
Sales Tax	@	5.500%	44.17
Total Additional Costs			847.17

Paint Material Method: Rates
Init Rate = 40.00

IV. Adjustments	Amount
Insurance Deductible	1,000.00-
Customer Responsibility	1,000.00-

I.	Total Labor:	6,737.23
II.	Total Replacement Parts:	1,242.10
III.	Total Additional Costs:	847.17
	Gross Total:	8,826.50
IV.	Total Adjustments:	1,000.00-
	Net Total:	7,826.50

Point(s) of Impact
4 Right Rear Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Dick Brantmeier Collision Center (NW)
Address: 3624 Kohler Memorial Dr
(NW-BRILL)
Sheboygan, WI 53081
(920) 458-6111
Inspection Date: 07/24/2019

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	07/24/2019 11:15:25 AM
Estimate Started:	07/24/2019 11:45:51 AM
Estimate Printed:	Estimate not printed
Estimate Committed:	07/24/2019 02:14:34 PM
Estimate Uploaded:	07/24/2019 02:15:05 PM

#13-19

NOV 18 '19 AM 11:08

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 512929
Los Angeles, Ca 90051
Phone: (877)818-0139
Fax: (888) 781-6947

11/13/2019 7:19:00 AM
Certified Mail 91 7199 9991 7038 1802 2621 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVE
SHEBOYGAN, WI 53081

Your Client: CITY OF SHEBOYGAN
Your Claim Number: N/A
Our Insured: CANSECO, ALFONSO
Our Claim Number: 19-1148726
Amount Subject to Reimbursement: 9,041.94
Amount of Insured's Deductible: 1,000.00

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 1923 ELM AVE IN SHEBOYGAN
Date and Time of Loss: 07-20-19 AT 6:41 AM

IN ADDITION, THERE IS OUT OF POCKET RENTAL
FOR $53.48. PLEASE REIMBURSE OUR INSURED DIRECTLY
****

Description of Loss: A BRACH FELL FROM A CITY OWNED TREE AND CAUSED SIGNIFICANT DAMAGE TO PROGRESSIVE INSURED'S VEHICLE

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "CANSECO, ALFONSO", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Claim Payment Detail (19-1148726)

Payment Information

Disbursement Number:	357130560	**Total Amount:**	$2,135.47
Draft Number:	2027801606	**Invoice Number:**	62103717
Pay to the Order of:	KOHLER CREDIT UNION		
Mailing Address:	905 S TAYLOR DR SHEBOYGAN, WI 53081-4766 USA		
In Payment Of:	Progressive Invoice Number: 62103717		

Reviewed Summary

Issuing Rep:	DXS0228	**Approved By:**	
Issue Date:	08-14-19	**Review Date:**	
Last Updated Rep:	DXS0228	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	1CD
Stop Reason:		**Cleared:**	08-20-19
Stop Date:			

Exposure Detail: COMP

Party Name:	CANSECO, ALFONSO	**Amount Paid:**	$2,135.47
Property Description:	09 CADILLAC CTS	**Deductible Taken:**	$0.00
Payment Type:	PARTIAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (19-1148726)

Payment Information

Disbursement Number:	777609928	**Total Amount:**	$119.00
EFT Trace Number:	713651811	**Invoice Number:**	61679831
Pay to the Order of:	CROSS COUNTRY MOTOR CLUB		
Mailing Address:	ATTN ACCOUNTS RECEIVABLE 1 CABOT RD MEDFORD, MA 02155 USA		
In Payment Of:	Progressive Invoice Number: 61679831		

Reviewed Summary

Issuing Rep:	DXS0228	**Approved By:**	
Issue Date:	08-07-19	**Review Date:**	
Last Updated Rep:	DXS0228	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	08-09-19
Stop Date:			

Exposure Detail: COMP

Party Name:	CANSECO, ALFONSO	**Amount Paid:**	$119.00
Property Description:	09 CADILLAC CTS	**Deductible Taken:**	$0.00
Payment Type:	PARTIAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (19-1148726)

Payment Information

Disbursement Number:	357209593	**Total Amount:**	$6,080.84
Draft Number:	2779228063	**Invoice Number:**	62192731
Pay to the Order of:	ALFONSO CANSECO		
Mailing Address:	1923 ELM AVE SHEBOYGAN, WI 53081 USA		
In Payment Of:	Progressive Invoice Number: 62192731		

Reviewed Summary

Issuing Rep:	DXS0228	**Approved By:**	
Issue Date:	08-15-19	**Review Date:**	
Last Updated Rep:	DXS0228	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	1CD
Stop Reason:		**Cleared:**	08-20-19
Stop Date:			

Exposure Detail: COMP

Party Name:	CANSECO, ALFONSO	**Amount Paid:**	$6,080.84
Property Description:	09 CADILLAC CTS	**Deductible Taken:**	$1,000.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$0.00

Claim Payment Detail (19-1148726)

Payment Information

Disbursement Number:	777689914	**Total Amount:**	$347.63
EFT Trace Number:	713663543	**Invoice Number:**	62105748
Pay to the Order of:	HERTZ CORPORATION		
Mailing Address:	PO BOX 121139 DALLAS, TX 75312-1139 USA		
In Payment Of:	Progressive Invoice Number: 62105748		

Reviewed Summary

Issuing Rep:	DXH0125	**Approved By:**	
Issue Date:	08-15-19	**Review Date:**	
Last Updated Rep:	DXH0125	**Reviewed By:**	

Bank Information

Type:	Loss	**Bank Code:**	CTB
Stop Reason:		**Cleared:**	08-16-19
Stop Date:			

Exposure Detail: RENTAL

Party Name:	CANSECO, ALFONSO	**Amount Paid:**	$347.63
Property Description:	09 CADILLAC CTS	**Deductible Taken:**	$0.00
Payment Type:	FINAL PAYMENT	**Property Damage:**	$0.00
		Rental:	$347.63

INVOICE

Hertz

INQUIRIES ONLY:
P.O. Box 268825
Oklahoma City, OK 73126-8825
1-888-777-3700

Local Edition

CENTRAL CLAIMS
DETTRA JONATHAN
256849

INVOICE NUMBER
H22215196
ACCOUNT NUMBER

RENTING LOC: W3244 COUNTY RD, SHEBOYGAN FALLS, WI, 53085
RETURN LOC: W3244 COUNTY RD, SHEBOYGAN FALLS, WI, 53085

BILL START DATE: 07/22/2019 12:00:00 AM
BILL END DATE: 08/03/2019 11:59:00 PM

BILLING INFORMATION	DESCRIPTION		CHARGES			
CLAIM #:191148726						
	MILES IN:	29854	DAYS	13	22.00	286.00
POLICY #:	MILES OUT:	29154	WEEKS			
DATE OF LOSS:07/20/2019	MILES DRV:	700	MONTHS			
ADJUSTER: DETTRA JONATHAN	MILES ALW:	0	EXTRA DAY			
INSURED:	MILES CHG:		EXTRA HOURS			
RENTER: CANSECO ALFONSO	RENTED:	SIR RIO 4D	MILES			
CLAIM TYPE: INSURED			ADJUSTMENT			
LOSS TYPE: DAMAGED			SUBTOTAL			286.00
DAYS AUTHORIZED: 13			DISCOUNT			
			SUBTOTAL			286.00
REPAIR FACILITY:			SERVICE CHARGE			
BODY SHOP NAME: DICK BRANTMEIER FORD			FUEL & SERVICE CHG			
ADDRESS: 3624 KOHLER MEMORIAL DR			LDW			
CITY: SHEBOYGAN			LIS			
STATE: WI			MISC/ADDTL CHGS			
PHONE #: 920-458-6111			PAI/PEC			
			SALES TAX		10.50%	33.03
			OTHER TAX			
			SURCHARGE			28.60
			STATE SURCHARGE			
			TOTAL CHARGES			401.11
			CUSTOMER PAID			53.48
			AMOUNT DUE			**$347.63**

FOR PROPER CREDIT PLEASE REFERENCE THE INVOICE NUMBER ON YOUR REMITTANCE
****PAYMENT IS DUE UPON RECEIPT****

REMIT TO:

HERTZ LOCAL EDITION
ATTN: HLE INSURANCE - DEPT 1139
P.O. BOX 121139
DALLAS, TX 75312-1139

TAX ID# 131938568

INVOICE DATE
07/22/2019 12:15:00 PM

INVOICE NUMBER
H22215196

AMOUNT DUE
$347.63

THANK YOU FOR CHOOSING HERTZ LOCAL EDITION

Cross Country Motor Club VIMS Invoice

Bill To:

Claim Number	191148726
PO	520210387
Account	Progressive VIMS
Invoice Date	11/13/2019
Payment Terms	Net 7
Balance Due	$119.00

Billing Summary

Service	Policy Holder	Tow Miles	Service Date	Advance Charge	Tow & Service Charges	Total Charges
VRM	ALFONSO CANSECO	3	7/20/2019	$0.00	$119.00	$119.00

Vehicle Information

VIN	1G6DF577290105123	Class	Light Duty
Year	2009	License Plate	AAS7873
Make	Cadillac	License Plate State	WI
Model	CTS	Color	Black

Advance Charges Details

Days of Storage	0 Days	Admin Fee	$0.00
Storage Cost / Day	$0.00	Impound Fees	$0.00
Storage Fees	$0.00	Notification	$0.00
Primary Tow	$0.00	Preservation	$0.00
Clean-Up	$0.00	Sublet	$0.00
Labor	$0.00	Tax	$0.00
Winching	$0.00	Tear Down	$0.00
Gate Fee	$0.00		
Miscellaneous	$0.00		

3500

REMITTANCE: 27299405
DATE: 09/04/2019

Insurance Auto Auctions, Inc.
Attn: Settlement Group
Two Westbrook Corporate Center Suite 500
Westchester, IL 60154
Phone: (708) 492-7000
Fax: (708) 492-7078
E-mail:

Remittance Payable To:
Progressive Casualty Insurance - Corporate
6055 Parkland Blvd, Box EM-3
Attn: National Salvage Unit
Mayfield Heights, OH 44124
Attn: Salvage Dept

Salvage Information

IAA Stock #:	000-25727630
IAA Branch:	Milwaukee
Fed. Tax I.D.	364351076
Handler:	Donny Schlottmann
Adjuster:	Donny Schlottmann
Insured:	Alfonso Canseco
Owner:	Alfonso Canseco
Claim #:	19-1148726
Policy #:	
Vehicle:	2009 CADILLAC CTS
Damage:	Storm Damage/
Mileage:	83360
Mileage Type:	Not Required/Exempt
VIN:	1G6DF577290105123
ACV:	$8,735.00
NICB Date:	9/04/2019

Account of Sale		Total Activity	%ACV
Sales		$700.00	8.01
Charge Adjustment		$26.00	0.30
IAA Charges			
Consignment Flat Fee	$85.00		0.97
Less IAA Charges		($85.00)	(0.97)
Net IAA Return		$641.00	7.34
Payment Amount		**$641.00**	7.34 %

Buyer Information
Rhine Auto Inc.
W5695 Garton Rd.
Plymouth, WI 53073-2806
Resale Certificate # : 456-0000195907-03 (WI)

Elapsed Days Analysis

Date of Event:	Date	Days
Loss	7/20/2019	--
Assigned	7/31/2019	12
Released	8/1/2019	2
Pickup	8/1/2019	1
Title Rec'd	8/20/2019	20
Sale Doc. Rec'd	8/23/2019	4
Auction Date	9/3/2019	12
Buyer Payment	N/A	0
Remittance	9/4/2019	2
Elapsed Total Days:		47

IAA Doc. RR002 rmt
Received Date: 09/04/2019

Date: 07/24/2019 02:15 PM
Estimate ID: 19-1148726-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types
Quote ID: 51757971

PROGRESSIVE

Damage Assessed By: GARRETT J CARTER
Appraised For: GARRETT CARTER
(800) 776-4737

Classification:

Type of Loss: Auto
Date of Loss: 07/20/2019
Deductible: 1,000.00
Claim Number: 19-1148726-01

Insured: ALFONSO CANSECO
Owner: ALFONSO CANSECO
Address: 1923 ELM AVE, SHEBOYGAN, WI 53081
Telephone: Home Phone: (920) 327-9067
Contact Phone: (920) 327-9067

Mitchell Service: 911016

Description: 2009 Cadillac CTS
Body Style: 4D Sed
Drive Train: 3.6L Inj 6 Cyl 6A RWD
VIN: 1G6DF577290105123
License: AAS7873 WI
Mileage: 83,360
OEM/ALT: A
Search Code: NORTHEAST1
Color: BLACK
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
FRONT SIDE AIRBAG WITH HEAD PROTECTION, PREMIUM SOUND SYSTEM
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, ALUM/ALLOY WHEELS
TIRE INFLATION/PRESSURE MONITOR, LEATHER STEERING WHEEL, SATELLITE RADIO
CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION
AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
DAYTIME RUNNING LIGHTS, ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM
REAR BENCH SEAT, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1	101086	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.6 #
				Front Lamps			
2	101093	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.3 #
3	101094	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.3 #
				Hood			
4	103313	BDY	REMOVE/INSTALL	Hood Moulding			0.3
5	101638	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.4 #
6	101639	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #
7	100084	BDY	REPAIR	Hood Panel	Existing		3.0*
8		REF	REFINISH	Hood Outside		C	2.7
				Front Fender			
9	102585	BDY	REMOVE/INSTALL	R Fender Grille			0.6 #
10	102586	BDY	REMOVE/INSTALL	L Fender Grille			0.6 #
11	100186	BDY	REPAIR	R Fender Panel	Existing		3.0* #
12		REF	REFINISH	R Fender Outside		C	1.7
13	100187	BDY	REPAIR	L Fender Panel	Existing		2.5* #
14		REF	REFINISH	L Fender Outside		C	1.7
15	100198	BDY	REMOVE/REPLACE	R Fender Adhesive Emblem	15223484	13.68	0.2
16	100199	BDY	REMOVE/REPLACE	L Fender Adhesive Emblem	15223484	13.68	0.2
				Electrical			
17	101978	MCH	REMOVE/INSTALL	Antenna Base -M			INC #
18	102114	MCH	REMOVE/REPLACE	Communications Antenna -M	25831346	62.16	0.5 #
19		MCH	REFINISH	Antenna -M		C	0.5

ESTIMATE RECALL NUMBER: 07/24/2019 14:14:34 19-1148726-01
Mitchell Data Version: OEM: JUN_19_V0722
MAPP:JUN_19_V0721
Software Version: 7.1.236

20	102120	MCH	REMOVE/REPLACE	Antenna Base	-M	ORDER FROM DEALER	55.56		INC #
				Rear Seat					
21	101579	BDY	REPAIR	Rear Seat Cushion Cover		Existing			2.0* #
22	101582	BDY	REPAIR	Rear Seat Back Cover		Existing			1.5* #
				Front Door					
23	100816	BDY	REPAIR	R Frt Door Repair Panel		Existing			3.0* #
24		REF	REFINISH	R Frt Door Outside				C	1.7
25	100817	BDY	REPAIR	L Frt Door Repair Panel		Existing			1.5* #
26		REF	REFINISH	L Frt Door Outside				C	1.7
27	101672	BDY	REMOVE/INSTALL	R Frt Otr Door Belt Moulding					0.8 #
28	101673	BDY	REMOVE/INSTALL	L Frt Otr Door Belt Moulding					0.8 #
29	101670	BDY	REMOVE/INSTALL	R Frt Rear View Mirror					INC #
30	101671	BDY	REMOVE/INSTALL	L Frt Rear View Mirror					INC #
31	101685	BDY	REMOVE/INSTALL	R Frt Otr Door Handle					0.3 #
32	101686	BDY	REMOVE/INSTALL	L Frt Otr Door Handle					0.3 #
				Rear Door					
33	100822	BDY	REPAIR	R Rear Door Repair Panel		Existing			3.0* #
34		REF	REFINISH	R Rear Door Outside				C	1.6
35	100823	BDY	REPAIR	L Rear Door Repair Panel		Existing			2.0* #
36		REF	REFINISH	L Rear Door Outside				C	1.6
37	101674	BDY	REMOVE/INSTALL	R Rear Otr Door Belt Moulding					0.2 #
38	101675	BDY	REMOVE/INSTALL	L Rear Otr Door Belt Moulding					0.2 #
39	101693	BDY	REMOVE/INSTALL	R Rear Otr Door Handle					0.7 #
40	101694	BDY	REMOVE/INSTALL	L Rear Otr Door Handle					0.7 #
				Roof					
41	102897	BDY	REPAIR	Roof Panel		Existing			9.0* #
42		REF	REFINISH	Roof Panel Outside				C	2.3
43	101018	BDY	REMOVE/REPLACE	Rear Roof Header Panel		22824497	15.33		1.5
44	101704	BDY	REMOVE/INSTALL	Roof Headliner					4.7 #
45	101705	BDY	REMOVE/INSTALL	Frt Overhead Console					INC
46	101706	BDY	REMOVE/INSTALL	Rear Overhead Console					INC
				Sunroof					
47	101708	GLS	REMOVE/INSTALL	Frt Sunroof Glass Panel					INC
48	101710	GLS	REMOVE/INSTALL	Rear Sunroof Glass Panel					1.6 #
49	101709	BDY	REMOVE/INSTALL	Sunroof Assy					1.5 #
50	102906	BDY	REPAIR	Frt Sunroof Glass Assembly		Existing			1.0*
				Back Window					
51	101066	GLS	REMOVE/REPLACE	Back Window Glass		25879314	623.97		3.0 #
52	101068	GLS	REMOVE/REPLACE	Back Window Adhesive		N.A.			
				Side Body					
53	101720	REF	REFINISH	R Quarter Panel Outside				C	1.8
54	101721	REF	REFINISH	L Quarter Panel Outside				C	1.8
55	101083	BDY	REPAIR	R Roof Rail	-S	Existing			3.0*
56		REF	REFINISH	R Roof Rail				C	1.6 #
57	101084	BDY	REPAIR	L Roof Rail	-S	Existing			3.0*
58		REF	REFINISH	L Roof Rail				C	1.6 #
59	101142	BDY	REPAIR	R Otr Quarter Wheelhouse Panel		Existing			7.0*
60	101143	BDY	REPAIR	L Otr Quarter Wheelhouse Panel		Existing			5.0*
61	101755	BDY	REMOVE/INSTALL	R Frt Roof Garnish Moulding					0.3
62	101756	BDY	REMOVE/INSTALL	L Frt Roof Garnish Moulding					0.3
63	101757	BDY	REMOVE/INSTALL	R Rear Roof Garnish Moulding					0.3
64	101758	BDY	REMOVE/INSTALL	L Rear Roof Garnish Moulding					0.3
65	101761	BDY	REMOVE/INSTALL	R Rocker Moulding					0.5
66	101762	BDY	REMOVE/INSTALL	L Rocker Moulding					0.5
67	101233	BDY	REMOVE/REPLACE	Quarter Package Tray Trim Panel		ORDER FROM DEALER	309.75		0.6 #
68		BDY	REMOVE/INSTALL	Rear Seat Assy					INC
				Luggage Lid					
69	101812	BDY	REMOVE/INSTALL	Luggage Lid Moulding					0.4 #
70	101768	BDY	REMOVE/INSTALL	Luggage Trim Panel					INC
71	101269	BDY	REPAIR	Luggage Lid Panel		Existing			1.5*
72		REF	REFINISH	Luggage Lid Outside				C	1.8
				Rear Body					
73	101407	BDY	REMOVE/REPLACE	Ctr Rear Body Finish Panel		20875226	83.22		0.3
				Rear Lamps					
74	101777	BDY	REMOVE/INSTALL	R Rear Combination Lamp					0.4 #

75	101778	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.4 #
76	101779	BDY	REMOVE/INSTALL	R License Lamp			0.4 #
77	101780	BDY	REMOVE/INSTALL	L License Lamp			0.2 #
78	101782	BDY	REMOVE/INSTALL	High Mount Stop Lamp			0.2 #
				Rear Bumper			
79	101787	BDY	REMOVE/INSTALL	Rear Bumper Cover			1.3 #
				Additional Operations			
80		REF	ADD'L OPR	Clear Coat			2.6
				Additional Costs & Materials			
81			ADD'L COST	Paint/Materials		800.00 *	
82			ADD'L COST	Hazardous Waste Disposal		3.00 *	
				Special/Manual Entry			
83	900500	BDY *	ADD'L LABOR OP	GLASS CLEANUP	Existing		0.5*

* - Judgment Item
\# - Labor Note Applies
C - Included in Clear Coat Calc

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	74.3	60.00	0.00	0.00	4,458.00	T
Refinish	26.2	60.00	0.00	0.00	1,572.00	T
Glass	4.6	60.00	0.00	0.00	276.00	T
Mechanical	1.0	80.00	0.00	0.00	80.00	T
Taxable Labor					6,386.00	
Labor Tax			@	5.500 %	351.23	
Labor Summary	106.1				6,737.23	

II. Part Replacement Summary			Amount
Taxable Parts			1,177.35
Sales Tax	@	5.500%	64.75
Total Replacement Parts Amount			1,242.10

III. Additional Costs			Amount
Taxable Costs			803.00
Sales Tax	@	5.500%	44.17
Total Additional Costs			847.17

Paint Material Method: Rates
Init Rate = 40.00

IV. Adjustments	Amount
Insurance Deductible	1,000.00-
Customer Responsibility	1,000.00-

I.	Total Labor:	6,737.23
II.	Total Replacement Parts:	1,242.10
III.	Total Additional Costs:	847.17
	Gross Total:	8,826.50
IV.	Total Adjustments:	1,000.00-
	Net Total:	7,826.50

Point(s) of Impact
4 Right Rear Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Dick Brantmeier Collision Center (NW)
Address: 3624 Kohler Memorial Dr
(NW-BRILL)
Sheboygan, WI 53081
(920) 458-6111
Inspection Date: 07/24/2019

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations
NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.
A/M: This refers to a new, non-original equipment manufacturer replacement part.
Recycled: This refers to a used OEM part.
Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.
OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.
Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date:_____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	07/24/2019 11:15:25 AM
Estimate Started:	07/24/2019 11:45:51 AM
Estimate Printed:	Estimate not printed
Estimate Committed:	07/24/2019 02:14:34 PM
Estimate Uploaded:	07/24/2019 02:15:05 PM

Vehicle Valuation Report

Prepared For Progressive Group of Insurance Companies (800) 321-9843

mitchell

Claim Information

Claim Number	Policy Number	Loss Type	Owner
19-1148726-01		COMPREHENSIVE	ALFONSO CANSECO 1923 ELM AVE SHEBOYGAN, WI 53081 +1-920-3279067

Loss Date	Reported Date	Valuation Report Date	Valuation Report ID	Version Number
07/20/2019	07/20/2019	07/24/2019	1009180560	2

Vehicle Information

Year	Make	Model	Location	Mileage
2009	Cadillac	CTS 4 Door Sedan 3.6L 6 Cyl Gas A RWD	WI 53081	83,360 miles

Ext Color	License	VIN	Title History
	AAS7873, Wisconsin	1G6DF577290105123	No

Valuation Summary

Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	$9,020.48
Condition -	$284.64
Prior Damage	$0.00
Aftermarket Parts	$0.00
Refurbishment	$0.00
Market Value =	$8,735.84

Settlement Adjustments

Adjustments specific to your policy

Deductible -	$1,000.00
Settlement Value =	$7,735.84

Settlement Value:

$7,735.84

J.D. POWER

Mitchell WorkCenter™ Total Loss

Loss Vehicle Detail

Loss vehicle: 2009 Cadillac CTS | 4 Door Sedan | 3.6L 6 Cyl Gas A RWD

Standard Equipment

Exterior

Glass, solar-ray light-tinted	Headlamps, halogen Tungsten, windshield wiper-activated with Twilight Sentinel and flash-to-pass feature
Mirrors, outside heated power-adjustable, body-color, manual-folding	Sunroof, delete
Tires, P235/55R17 H-rated all-season, blackwall	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted aluminum
Wipers, front intermittent with washers	

Interior

Antenna, integral front and rear	Armrest, front center
Armrest, rear center with dual cup holders	Audio system, AM/FM stereo with single-slot CD player and MP3 playback with Radio Data System (RDS) and Bose 8-speaker system
Climate control, dual-zone automatic with individual climate settings for driver and right-front passenger	Console, floor with floor shifter, integral armrest, storage compartment and cup holders
Cruise control, electronic with set and resume speed	Defogger, rear-window electric with front and side window outlets for the driver and right-front passenger
Door locks, power programmable	Floor mats, carpeted front and rear
Fuel gauge, analog	Mirror, inside rearview auto-dimming with OnStar controls
Remote keyless entry	Seat adjuster, front passenger manual recline
Seat, rear pass-through, center armrest	Seats, front bucket includes 8-way power driver seat adjuster and articulating head restraints
Steering column, manual rake wheel and telescopic	Steering wheel controls, mounted controls for audio, HVAC and cruise
Steering wheel, leather-wrapped rim	Theft-deterrent system, vehicle, PASS-Key III
Trunk release, power	Visors, driver and front passenger illuminated vanity mirrors
Windows, power with front and rear Express-Down, front Express-Up and rear passenger lockout	XM Radio. XM Radio includes 3 trial months of service. XM turns your world on with commercial-free music channels from Rock to Jazz, Country to Classical, Latin Pop to Hip Hop, and virtually everything in between, all in amazing digital sound. Turn on your favorite Sports with every Major League Baseball game from Opening Day until the World Series, NHL Hockey, the PGA TOUR and college football and basketball. Plus XM brings you the biggest names in news and talk, outrageous comedy, award -winning family programming -- wherever you go from coast to coast. Exclusive live concerts, Oprah and Friends, Radio Disney, and so much more. Find what turns you on (Available only in the 48 contiguous United States. Required $12.95 monthly subscription sold separately after 3 trial months. Visit gm.xmradio.com for more details.)

Mechanical

Battery, maintenance-free with rundown protection	Brakes, 4-wheel antilock, 4-wheel disc
Drivetrain, rear-wheel drive	Exhaust tip, chrome
Exhaust, stainless-steel	Steering, power, rack-and-pinion
Suspension, 4-Wheel Independent	

Safety

Air bags, dual-stage frontal driver, dual-depth frontal passenger with Passenger Sensing System, driver and right-front passenger side impact and front and rear outboard head curtain (Head curtain side air bags are designed to help reduce the risk of head and neck injuries to front and outboard rear seat occupants on the near side of certain side-impact collisions. Always use safety belts and the correct child restraints for your child's age and size. Even in vehicles equipped with air bags and the Passenger Sensing System, children are safer when properly secured in a rear seat. Never place a rear-facing infant restraint in the front seat of any vehicle equipped with an active frontal air bag. See the vehicles Owner Manual and child safety seat instructions for more safety information.)	Child seat restraint system
Daytime running lamps	Door locks, rear child security
OnStar, 1-year of Directions and Connections plan. Includes the innovative easy to use Turn-by-Turn Navigation services which provide voice-guided directions (where available). Also includes Automatic Crash Notification, Automatic Notification of Air Bag Deployment, Stolen Vehicle Location Assistance, a link to all Emergency Services, Roadside Assistance, Remote Door Unlock, OnStar Vehicle Diagnostics, Hands-Free Calling, AccidentAssist, Remote Horn and Lights, Information and Convenience Services, and Driving Directions (OnStar services require vehicle electrical system (including battery), wireless service and GPS satellite signals to be available and operating for features to function properly. OnStar acts as a link to existing emergency service providers. Stolen Vehicle Location Assistance and Remote Door Unlock success varies with conditions. OnStar Vehicle Diagnostics ava	Safety belts, 3-point, driver and right-front passenger
StabiliTrak, stability enhancement system	Tire pressure monitor system

Optional Equipment

SUNROOF, POWER ULTRAVIEW DOUBLE-SIZED, TILT-SLIDING

***DIO/PIO =** Dealer/Port Installed Options

Loss Vehicle Base Value

Loss vehicle: 2009 Cadillac CTS | 4 Door Sedan | 3.6L 6 Cyl Gas A RWD

Comparable Vehicle Information

Search Radius used for this valuation: 75 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle: 101,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2009 CADILLAC CTS BASE 4D SDN 6 3.6NORMAL GAS A 2WD	141,800	54913	55 miles	$6,993.00 List Price	$8,946.81
2	2009 CADILLAC CTS BASE 4D SDN 6 3.6NORMAL GAS A 2WD	92,881	54173	66 miles	$7,995.00 List Price	$7,927.71
3	2009 CADILLAC CTS BASE 4D SDN 6 3.6NORMAL GAS A 2WD	14,118	54968	70 miles	$13,995.00 List Price	$10,186.91
					Base Value:	**$9,020.48**

Loss Vehicle Adjustments

Loss vehicle: 2009 Cadillac CTS | 4 Door Sedan | 3.6L 6 Cyl Gas A RWD

Condition Adjustments

Condition Adjustment: -$284.64 Overall Condition: 2.86-Good Typical Vehicle Condition: 3.00

Category	Condition	Comments
Interior		
GLASS	3 Good	
DOORS/INTERIOR PANELS	3 Good	some perm marks, soiling
SEATS	2 Fair	significant wear, bolster wearing down,extensive creasing
HEADLINER	2 Fair	dmg does not req replacement
DASH/CONSOLE	3 Good	
CARPET	3 Good	
Exterior		
VINYL/CONVERTIBLE TOP	Typical	
BODY	3 Good	
PAINT	3 Good	mult small scratches
TRIM	2 Fair	some fading on wheels
Mechanical		
TRANSMISSION	3 Good	
ENGINE	3 Good	
Tire	4 Very Good	9,9,9,9

Typical Vehicle Condition reflects a condition similar to the same year, make and model. Amount of wear and tear/ damage consistent with its age.

Comments:

Comparable Vehicles

Loss vehicle: 2009 Cadillac CTS | 4 Door Sedan | 3.6L 6 Cyl Gas A RWD

1 2009 CADILLAC CTS BASE 4D SDN 6 3.6 NORMAL GAS A2WD

List Price: $6,993.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G6DF577690130753	T18115A	05/14/2019	54913	55 miles

Source

DEALER WEB LISTING - BUILDSHEET - CARS.COM
BERGSTROM ACURA
2910 VICTORY LN
APPLETON WI 54913
920-560-2900

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			$0.00
Mileage	83,360	141,800	$1,792.19
Equipment			
EBONY/EBONY, LEATHER SEATING SURFACES	No	Yes	-$55.41
SUNROOF, POWER ULTRAVIEW DOUBLE-SIZED, TILT-SLIDING	Yes	No	$217.03
		Total Adjustments:	$1,953.81
		Adjusted Price:	**$8,946.81**

Comparable Vehicle Option Details:

EBONY/EBONY, LEATHER SEATING SURFACES

2 2009 CADILLAC CTS BASE 4D SDN 6 3.6 NORMAL GAS A2WD

List Price: $7,995.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G6DF577390127745	STK127745	05/24/2019	54173	66 miles

Source

DEALER WEB LISTING - BUILDSHEET - AUTOTRADER.COM
SPECIALTY AUTO SALES & SERVICE
2468 DEERFIELD AVE E
SUAMICO WI 54173
920-434-9626

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$614.00
Mileage	83,360	92,881	$317.64
Equipment			
SUNROOF, POWER ULTRAVIEW DOUBLE-SIZED, TILT-SLIDING	Yes	No	$229.07
		Total Adjustments:	-$67.29
		Adjusted Price:	**$7,927.71**

3 2009 CADILLAC CTS BASE 4D SDN 6 3.6 NORMAL GAS A2WD

List Price: $13,995.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
1G6DF577490142402	C3662	07/15/2019	54968	70 miles

Source

DEALER WEB LISTING - BUILDSHEET - VAST.COM

GAGNE FORD

511 W MAIN ST

PRINCETON WI 54968

920-295-6111

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-$1,075.00
Mileage	83,360	14,118	-$2,281.95
Equipment			
WOOD TRIM PACKAGE	No	Yes	-$109.88
AUDIO SYSTEM, AM/FM STEREO WITH CD/DVD PLAYER, MP3 PLAYBACK AND BOSE 5.1 CABIN SURROUND SOUND 10-SPEAKER SYSTEM	No	Yes	-$341.26
		Total Adjustments:	-$3,808.09
		Adjusted Price:	**$10,186.91**

Comparable Vehicle Package Details:

WOOD TRIM PACKAGE

Comparable Vehicle Option Details:

SUNROOF, POWER ULTRAVIEW DOUBLE-SIZED, TILT-SLIDING, AUDIO SYSTEM, AM/FM STEREO WITH CD/DVD PLAYER, MP3 PLAYBACK AND BOSE 5.1 CABIN SURROUND SOUND 10-SPEAKER SYSTEM

Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2009 Cadillac CTS	4 Door Sedan 3.6L 6 Cyl Gas RWD	$37,860.00

Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was designed and built in conjunction with J.D. Powers, experts in data analysis and vehicle pricing and a highly trusted name among consumers. With years of experience in vehicle pricing, J.D Power is a credible, third-party expert whose name provides consumer recognition and confidence. WCTL provides a consistent methodology across all vehicles and it includes valid comparable vehicles that most closely resemble the totaled vehicle and are similar to the vehicles a consumer would find in their own research.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

Step 1 - Locate Comparable Vehicles

Locate vehicles that are the closest match to the loss vehicle in the same market area. WorkCenter Total Loss utilizes consumer-based vehicle sources along with inventory directly from Dealerships. When available WCTL also provides sold vehicle records from sources such as J.D. Powers.

Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment - an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- Mileage Adjustment - an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss vehicle.

Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:

  Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:

  Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:

  Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:

  Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

Progressive Group of Insurance Companies

Settlement Summary

Claim Information

Claim Number: 19-1148726-01
Policy Number:
Owner : CANSECO, ALFONSO
Coverage Type of Loss: Comprehensive
Loss Date: 07/20/2019
Reported Date: 07/20/2019
Valuation Report ID: 1009180560

Vehicle Information

Loss Vehicle: 2009 Cadillac CTS 4 Door Sedan 3.6L 6 Cyl Gas A RWD
VIN: 1G6DF577290105123
Mileage: 83,360 miles
Title History: No
Location: WI 53081
Exterior Color:
License Plate: AAS7873, Wisconsin
Title History Comments:

Loan Information		**Payment Information**	
Lien Holder Payoff:	$0.00	**Lien Holder Payment(s):**	$0.00
Loan/Lease Payoff Coverage:	$0.00	**Net to Owner:**	$8,216.31

Settlement

Stated Amount:	$0.00
Actual Cash Value:	$8,735.84
Base Value:	$9,020.48
Title History Adjustment:	-$0.00
Refurbishment Adjustments:	$0.00
After Market Parts Adjustment:	$0.00
Condition Adjustment:	-$284.64
Prior Damage Adjustment:	-$0.00
Market Value:	$ 8,735.84
Settlement Adjustment(Pre-Tax):	$0.00
Fees:	$0.00
Taxes:	$480.47
Company Obtains:	$0.00
Net Settlement:	$9,216.31
Settlement Adjustment(Post-Tax):	$0.00
Deductible:	-$1,000.00
Other Adjustments:	$ 0.00
Total Settlement:	$8,216.31

Adjuster License #:

Comments:


AAS-7873

INVOICE

INFORMATION SERVICES SECTION
SHEBOYGAN POLICE DEPARTMENT
1315 N. 23rd Street, Suite 101
SHEBOYGAN, WI 53081
920-459-3337

Date: 08-07-19

TO: Progressive Insurance
ATTN: Donny Schlottmann
FAX: 888-232-8009

RE: Our Case: C19-14331
(Accident/Public Information)
Court Case:
Your File: Alfonso Canseco

For:

2	Photocopy(ies)	$ .05 per page (black)
	Photocopy(ies)	$ .09 per page (color)
	CD	$ .20
	DVD	$ .25
	Squad DVD	$ .30
	Double Layer DVD	$ 1.00
	Blu Ray disc	$ 1.00
	Double Layer Blu Ray	$ 2.75

TOTAL AMOUNT DUE $ .10 Prepared By:pmh

Remarks: $ [illegible] Check returned as total due is only $.10 - Invoice faxed

PLEASE RETURN INVOICE WITH PAYMENT. THANK YOU!
Make checks payable to Sheboygan Police Department.

```
08/07/19                  SHEBOYGAN POLICE DEPARTMENT                  1243
12:11                        Dissemination Table:                 Page:    1

  Release
 Dissemination Number      78238
    When Disseminated   12:06:44 08/07/19
         Disseminator   HAELFRISCH, P
               Agency   SPD
            Recipient   DONNY SCHLOTTMANN
         Organization   PROGRESSIVE INS
              Address
   Reason for Inquiry
 Dissemination Method   MAILED

  Information Disseminated
 PER PUBLIC POLICY IN AN EFFORT TO PREVENT IDENTITY THEFT, PERSONALLY
 IDENTIFIABLE INFORMATION AS DEFINED IN WI STATUTE 19.62(5) WERE REDACTED

= = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = = =

INVOLVEMENTS:
Type  Record #    Date      Description                     Relationship
 LW  C19-14331  08/07/19    DAMAGE PROPERTY                 MAILED
```

SHEBOYGAN POLICE DEPARTMENT

Incident C19-14331

Nature: DAMAGE PROPERTY
Location: N49
Address: 1923 ELM AVE
SHEBOYGAN WI 53081

Offense Codes: 9362
Received By: WARTKE, ARIANE
How Received: 9
Agency: SPD
Responding Officers: SAMUELS, JOHN
Responsible Officer: SAMUELS, JOHN
Disposition: SIT 07/20/19
When Reported: 06:41:13 07/20/19
Occurred Between: 06:41:13 07/20/19 and 06:42:09 07/20/19

Assigned To:
Detail:
Date Assigned: **/**/**
Status:
Status Date: **/**/**
Due Date: **/**/**

Complainant: 195986
Last: CANSECOPEREZ
First: ALFONSO
Mid: MANUEL
DOB: [redacted]
Dr Lic: [redacted]
Address: [redacted]
Race: W
Sex: M
Phone: [redacted]
City: [redacted]

Offense Codes

Reported: 9330 DAMAGE/PRIVATE PROPERTY
Observed: 9362 DAMAGE NON CRIMINAL
Additional Offense: 9362 DAMAGE NON CRIMINAL

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers: SAMUELS, JOHN
Unit : 249

Responsible Officer: SAMUELS, JOHN
Received By: WARTKE, ARIANE
How Received: 9 911 LINE
When Reported: 06:41:13 07/20/19
Judicial Status:
Misc Entry:
Agency: SPD
Last Radio Log: 07:42:51 07/20/19 CMPLT
Clearance: CLR CLEARED
Disposition: SIT **Date:** 07/20/19
Occurred between: 06:41:13 07/20/19
and: 06:42:09 07/20/19

Modus Operandi:
Description :
Method :

Involvements

Date	Type	Description

Narrative

On Saturday, 07-20-19 at 7:10 a.m., I, Officer Samuels, was dispatched to 1923 Elm Ave. to investigate damage to a vehicle caused by a fallen tree branch.

Upon my arrival I found a large tree branch from a city-owned tree in the south parkway had broken off and had fallen onto a black Cadillac CTS, WI: [redacted] owned by Alfonso M. Canseco-Perez ([redacted] The branch fell during the storm over the previous night.

I requested DPW respond to remove the branch. I photographed the scene. I could see the Cadillac suffered a shattered rear window and several dents to the roof. There could be more damage that is concealed by the branched that are still on the Cadillac.

I later imported the photographs into the case. Samuels/249

C19- 14331 P

Progressive
P.O. Box 512926
Los Angeles, CA 90051

PROGRESSIVE®

SHEBOYGAN POLICE DEPARTMENT
ATTN: REPORT C19 14331
1315 N 23RD ST STE 101
SHEBOYGAN, WI 53081-3180

ADVICE FOR PAYMENT 2779139231		
Payee: SHEBOYGAN POLICE DEPARTMENT	**Payment Date**	08/02/2019
	Total Payment Amount	$5.00
	Total Number of Invoices	1
If you have any questions regarding this payment, please call us at 1-800-274-4499.		

Details

Claim Number:	Name:	Date of Loss:	Invoice Number:	Company:
191148726	CANSECO, ALFONSO	07/20/2019	61744034	Artisan and Truckers Casualty Company

Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Expense	Police/Fire/Incident Report	COMP	N/A	09 CADILLAC CTS 105123	N/A	$0.00	$5.00

Total Payment Amount	$5.00

***Full Description of Coverage:**

COMP - Comprehensive

C19 - 14331 P

PROCEDURE FOR REQUESTING POLICE REPORTS
(Please Print Clearly)

Person/Business making the request: DONNY SCHLOTTMANN
Address: 6300 WILSON MILLS RD
City MAYFIELD State OH Zip 44143
Telephone 440-910-2108 Fax Number 888-232-8009

I would prefer to:

- Pick up the requested information in person ☐
- Have the requested information mailed to the above address ☑
- Have the requested information faxed to the number above ☐

Person (full name and date of birth) / Business involved:
ALFOSO CASECO 8/6/1994

Date and time of occurrence: 7/20/2019 12:00 AM

Location of Incident (specific): 1923 ELM AVE, SHEBOYGAN, WI 53081

Incident Report Number (if known): C19-14331

Type of Report (Circle One): Accident Report or Incident Report (theft, vandalism, etc.)

Please allow 5 to 10 working days for your request to be processed

Fees:
Photocopy(ies) $.05 per page (black)
Photocopy(ies) $.09 per page (color)
CD.....$.20
DVD.....$.25
Squad DVD.....$.30
Double Layer DVD.....$1.00
Blu Ray Disc.....$1.00
Double Layer Blu Ray $2.75

For any costs over $5.00 you will be contacted and required to pre-pay. If locating costs exceed $50.00, the requestor will pay these additional charges.

INDIVIDUALS REQUESTING REPORTS CONTAINING JUVENILE INFORMATION MUST COMPLETE THE ENTIRE FORM ON THE FOLLOWING PAGE.

PLEASE SIGN THIS FORM ON THE FOLLOWING PAGE.

C19-14331 P

Juvenile reports may be released to the following persons subject to departmental policy. To allow us to appropriately review your request, please check all the following that apply. Documentation will be required prior to the release of information requested. Juvenile records will not be sent by mail or faxed. A photo ID will be required to pick up the report.

I am:

- ☐ Biological Parent
- ☐ Guardian named by the court (provide documentation)
- ☐ Legal Custodian given by court order (provide documentation)
- ☐ Non-marital biological father
- ☐ Juvenile (14 yrs. of age or older) – requesting one's own report
- ☐ Victim of the juvenile's act (for sole purpose of recovering injury, damage or loss suffered as a result of the juvenile act)
- ☐ Victim's insurer (when court ordered restitution has not been made within one year – for the sole purpose of investigating the claim. provide documentation)
- ☐ Insurance Company and/or representative Attorney – with a signed/written release from the Juvenile's parent, guardian or legal custodian (provide documentation)

If you are a parent: My parental rights (have) (have not) been terminated (circle one).

_____ _____

Signature of Person Requesting the Report Date

OFFICE USE

Form of identification: DL State ID Other:_____

Initials of person releasing records: _____

Request approved:_____ Request Denied:_____ By:_____

Reason Denied: _____

Persons denied access to Juvenile records should contact the Clerk of Courts to Petition the court for access to the report/records.

Open records request denials are subject to review in an act of Mandamus under section 19.37(1) Wis. Stats., or by application to the District Attorney or Attorney General.

RETAIN PHOTO COPIES OF ALL OPEN RECORDS REQUESTS.

II

32

R. O. No. 78 - 19 - 20. By CITY CLERK. September 16, 2019.

Submitting a claim from Stephen Schnabel for alleged damages to his vehicle when a City owned truck backed into it.

Finance + Personnel
mc file

CITY CLERK

DATE RECEIVED 9-9-19

SEP 9 '19 AM 9:51

RECEIVED BY MKC

CLAIM NO. 14-19

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: STEPHEN SCHNABEL
2. Home address of Claimant: 2739 N. 26TH ST SHEBOYGAN WI 53083
3. Home phone number: 920-410-0231
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) 08-13-19 12:31 PM
6. Where did damage or injury occur? (give full description)
   PARKING LOT 1315 N. 23RD ST / POLICE DEPT.
7. How did damage or injury occur? (give full description)
   VEHICLE WAS PARKED IN PARKING LOT. CITY EMPLOYEE BACKED CITY OWNED CSO TRUCK INTO VEHICLE CAUSING DAMAGE TO FRONT BUMPER.
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: YENG YANG
   (b) Claimant's statement of the basis of such liability: EMPLOYEE DID NOT OBSERVE VEHICLE WHILE BACKING UP
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

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

NO INJURIES N/A

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

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

Auto:	$ 1618 58
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1618 58

Damaged vehicle (if applicable)

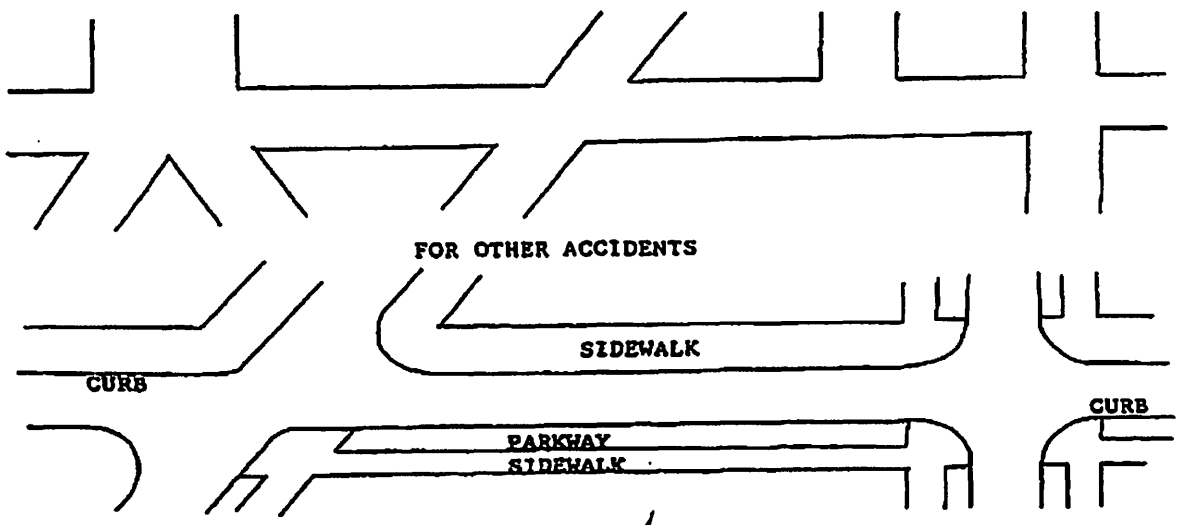
Make: CHEVROLET Model: SILVERADO Year: 2012 Mileage: 59,396

Names and addresses of witnesses, doctors and hospitals:

KENDRA ZIPPERER 1315 N. 23RD ST SHEBOYGAN WI 53081

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 [signature] DATE 09-08-19

ACCIDENT REPORT ATTACHED

DATE RECEIVED 9-9-19

RECEIVED BY MKC

CLAIM NO. 14-19

CLAIM

Claimant's Name:	STEPHEN SCHWABEL	Auto	$ 1618 58
Claimant's Address:	2739 N 26TH ST	Property	$
	SHEBOYGAN WI 53083	Personal Injury	$
Claimant's Phone No.	920-410-0231	Other (Specify below)	$
		TOTAL	$ 1618 58

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 $ 1618 58.

SIGNED [signature] DATE: 09-08-19

ADDRESS: 2739 N 26TH ST
SHEBOYGAN WI 53083

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

G7L0BNZLVQ

C19-16189

Wisconsin Motor Vehicle Crash Report

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

G7L0BNZLVQ

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			SERGEANT SCOTT REINEKE
Crash Date: 08/13/2019	Crash Time: 12:31 PM	Date Arrived: 08/13/2019	Time Arrived: 12:32 PM
Date Notified: 08/13/2019	Time Notified: 12:31 PM	Total Units: 02	Total Injured: 00 / Total Killed: 00

☐ On Emergency ☐ Hit and Run ☐ Lane Closure ☐ Work Zone ☐ Trailer or Towed ☐ Reporting Threshold

☐ Government Property ☐ Active School Zone School Bus Related: NO Tags:

☑ Reportable Crash Type: PRIVATE PROPERTY/PARKING LOT ☐ Amended ☐ Secondary Crash

Location

ON N 23RD ST 713 FT S OF SUPERIOR AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude: 43.75919798	Longitude: -87.7371314	Lat/LongSource: TLT/ILT	Access Control:
	X Coordinate: 440662.5625	Y Coordinate: 4845392	On Roadway Link ID#: 5074339	On Roadway Link Offset: 713
	Override ☐	Tribal Land:		Structure Type: NO STRUCTURE

Crash Scene

First Harmful Event: MOTOR VEH IN TRANSPORT	First Harmful Event Location: IN PARKING LANE OR ZONE
Manner of Collision: 02--FRONT TO REAR	Light Condition:
Road Surface Condition(s): DRY	Environment Factor(s): NONE
Roadway Factor(s): NONE, NOT APPLICABLE	Weather Condition(s): CLOUDY
Animal Type:	Relation To Trafficway: NON TRAFFICWAY - PARKING LOT
Crash Classification - Location: PRIVATE PROPERTY	Crash Classification - Jurisdiction: PRIVATE PROPERTY
Tribal Land:	Access Control: PARTIAL CONTROL / Special Study:

Unit Summary

UNIT 01

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: TRUCK
Vehicle Type: UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements:
Total Occs: 1	Train/Bus # Recorded:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: EASTBOUND	☐ Pre CrashTire Mark	Speed Limit: N/A	Total Lanes: 0
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: POLICE		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: PARKING LOT OR PRIVATE PROPE		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Role	Citations Issued		Individual Type
DRIVER	0	☐ Use Driver Address	INDIVIDUAL

Wisconsin Motor Vehicle Crash Report

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

UNIT 01 INDIVIDUAL 01

Last Name	First Name	Middle Initial	Suffix
YANG	YENG	NIA	

Street Address	Street Address 2	PO Box
1611 N 27TH PLACE		

City	State	Zip Code	Country of Residence
SHEBOYGAN	WI	53081	UNITED STATES

DOB	Sex	Race	Hair	Eyes	Height	Weight	Phone Number
12/31/1972	M	A	BLACK	BROWN	502	127	(920) 946-5989 EXT.

Driver's License Number	State	License Jursidiction	Country of Issuance
Y5209607247108	WI	STATE	UNITED STATES

License Type	License Status	DL Expire Year
NON-CDL DRIVER'S LICENSE	VALID LICENSE	2023

Equipment	On Duty Accident	Safety Equipment
	POLICE	SHOULDER & LAP BELT

Seat Position	Helmet Use	Helmet Compliance	Eye Protection	Tint Compliance
1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC				

Injury	Injury Severity	Airbag
	NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICA	NOT TRAPPED

MedicalTransport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Non Motorist	Striking Unit #	Location	To/FromSchool

Prior Action	Action

Distracted By Action	Distracted By Source	Action Other
NOT DISTRACTED	NOT APPLICABLE (NOT DISTRACTED)	

Drug & Alcoh	Individual Condition
	APPEARED NORMAL

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

License Plate Number	Plate Type	St	Country of Issuance
E6796	OFF - MUNICIPAL OFFICI	WI	UNITED STATES

Vehicle Identification Number	Year	Make
1GCHTBEA8H1257114	2020	CHEVROLET

Model	Body Style	Color
COLORADO	PK - PICKUP	BLK - BLACK

Initial Contact Point
6--REAR

G7L0BNZLVQ
C19-16189

Wisconsin Motor Vehicle Crash Report

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

UNIT 01 — VEHICLE 01

Extent Of Damage: MINOR DAMAGE	Vehicle Damage: 6--REAR
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE
Vehicle Removed By: OPERATOR	
What Driver Was Doing: BACKING	Driver Prior Action Other:	Bus Use: NOT A BUS
Driver Actions: UNSAFE BACKING	

☐ Vehicle Owner Same As Operator ☐ Use Operator Address

Organization Type: GOVERNMENT	Company Name: CITY OF SHEBOYGAN			
Last Name:	First Name:	Middle:	Suffix:	Date of Birth:
Street Address: 828 CENTER AVE	Street Address2:	PO Box:		
City: SHEBOYGAN	St: WI	Zip Code: 53081	Country of Residence: UNITED STATES	
Telephone Number: (920) 549-3333 EXT.				

01	Event: MOTOR VEH IN TRANSPORT
02	Event: PARKED MOTOR VEHICLE
03	Event:
04	Event:

UNIT HOLDER 01

Insurance Company: SELF INSURED		☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver
Organization Type: GOVERNMENT	Last Name:	First Name:	Policy Holder Company: CITY OF SHEBOYGAN

Unit Summary

UNIT 02

Unit Status: LEGALLY PARKED		Vehicle Operating As Classification: D CLASS		Unit Type: TRUCK
Vehicle Type: UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements:
Total Occs: 0	Train/Bus # Recorded:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: WESTBOUND	☐ Pre CrashTire Mark	Speed Limit: N/A	Total Lanes: 2
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function:		Emergency Motor Vehicle Use:
Traffic Way: PARKING LOT OR PRIVATE PROPE		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

License Plate Number: KC8927	Plate Type: LTK - LIGHT TRUCK	St: WI	Country of Issuance: UNITED STATES

Wisconsin Motor Vehicle Crash Report

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

UNIT 02 — VEHICLE 02

Vehicle Identification Number: 3GCPKSE7XCG189878		Year: 2012	Make: CHEVROLET
Model: SILVERADO	Body Style: PK - PICKUP		Color: GRY - GRAY
Initial Contact Point: 12--FRONT	Vehicle Damage: 12--FRONT		
Extent Of Damage: MINOR DAMAGE			
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE		
Vehicle Removed By: OPERATOR			
What Driver Was Doing: LEGALLY PARKED	Driver Prior Action Other:		Bus Use: NOT A BUS
Driver Actions: NO CONTRIBUTING ACTION			

☐ Vehicle Owner Same As Operator ☐ Use Operator Address

Organization Type: INDIVIDUAL	Company Name:			
Last Name: SCHNABEL	First Name: STEPHEN	Middle: H	Suffix:	Date of Birth: 04/24/1978
Street Address: 2739 N 26TH ST	Street Address2:	PO Box:		
City: SHEBOYGAN	St: WI	Zip Code: 53083	Country of Residence: UNITED STATES	
Telephone Number: (920) 410-0231 EXT.				

01	Event: MOTOR VEH IN TRANSPORT
02	Event: PARKED MOTOR VEHICLE
03	Event:
04	Event:

UNIT HOLDER 02

Insurance Company: AMERICAN-FAMILY-INS-CO		☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver
Organization Type: INDIVIDUAL	Last Name: SCHNABEL	First Name: STEPHEN	Policy Holder Company:

Description

Diagram

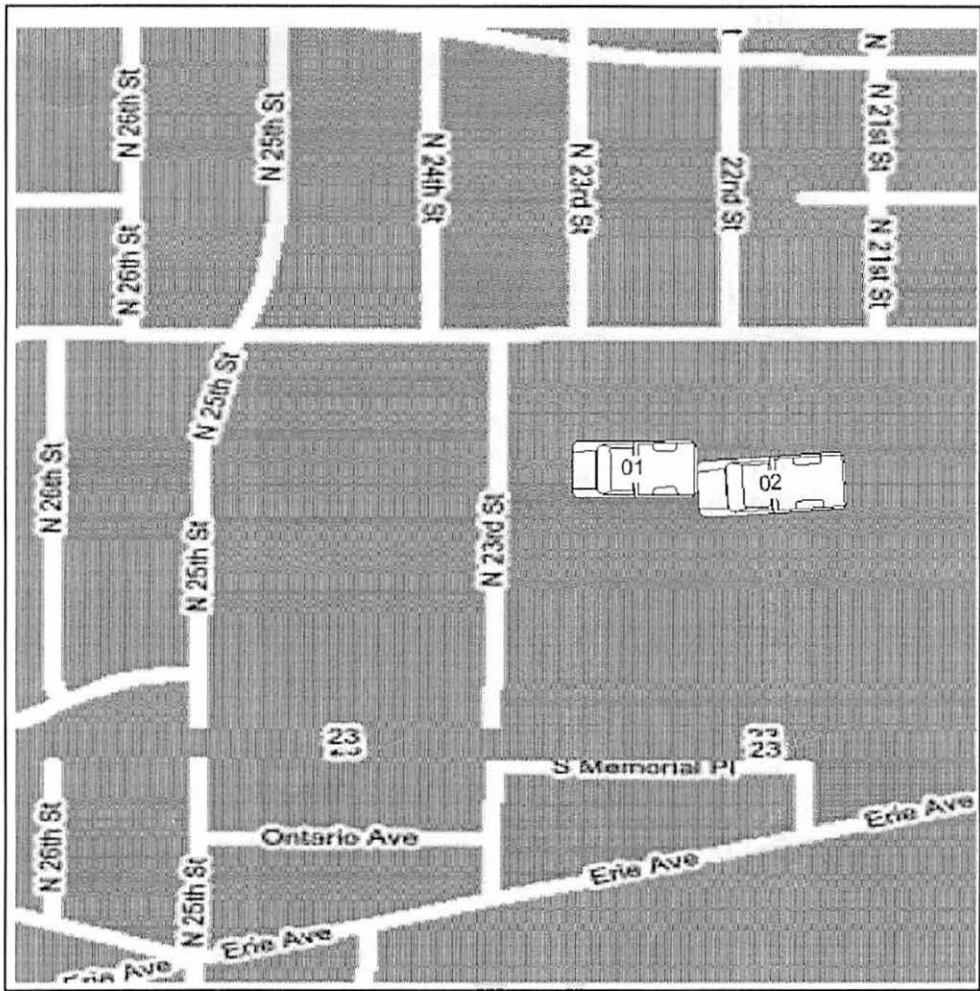
Reconstruction By:

Photos By: OFFICER SPENCER WILSON

Additional Information

Wisconsin Motor Vehicle Crash Report

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



PHOTOS

UNIT #2 WAS PARKED IN THE DRIVEWAY/LOT OF 1315 N. 23RD STREET. UNIT #2 WAS PARKING IN THE SAME DRIVEWAY/LOT AND BACKED INTO UNIT #2.

Signature

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

Law Enforcement Agency

Agency Space				
Officer Rank SGT	Officer Last Name REINEKE	Officer First Name SCOTT	Officer Middle Name	Suffix
DOT Officer ID 234	DNR Officer ID		Officer Badge Number 234	
Officer EMail				
Local Agency Number 5961	Law Enforcement Agency Jurisdiction SHEBOYGAN		Law Enforcement Agency type CITY POLICE	
Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		TAS Agency Name SHEBOYGAN POLICE DEPARTMENT		
Law Enforcement Agency Street Address 1315 N 23RD ST		Law Enforcement Agency Street Address2		
Law Enforcement Agency City SHEBOYGAN	LEA State WI	Law Enforcement Agency Zip Code 53081		

Wisconsin Motor Vehicle Crash Report

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

Law Enforcement Agency Phone Number	ORI Number	BFUNC Agency	TraCS Agency Number
(920) 459-3333 EXT.	WI0600200	5961	427

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.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

08/22/2019 10:54 AM

Owner

Owner: STEVE SCHNABEL
Address: 2739 NORTH 26TH. STREET
City State Zip: Sheboygan, WI 53083
Cell: (920)410-0231
FAX:

Inspection

Inspection Date: 08/22/2019 10:55 AM
Primary Impact: Front
Inspection Type:
Secondary Impact:

Appraiser Name: Cliff Netzer
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
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: 3

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Silverado K1500 LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3 FLEX
4 Speed Automatic

Lic.Plate: KC8927
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 3GCPKSE7XCG189878
Mileage: 59,143
Mileage Type: Actual
Code: U7825E
Int. Color:
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Auto Locking Hubs (4WD)	Center Console	Chrome Steel Wheels
Chrome Step Bumper	Cruise Control	Daytime Running Lights
Dual Airbags	Electronic Transfer Case	Emergency S.O.S. System
Floor Mats	Full Size Spare Tire	Halogen Headlights

Head Airbags	Heated Power Mirrors	Heavy Duty Battery
Heavy Duty Suspension	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Steering	Power Windows
Privacy Glass	Side Airbags	Split Folding Rear Seat
Split Front Bench Seat	Stability Cntrl Suspensn	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Traction Control System
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	24	46	Bumper,Front	15941850 GM Part	$395.00			3.5	SM
2	E	30	46	Extn,Front Bumper Otr LT	22737638 GM Part	$83.92			0.1	SM
3	E	31	46	Extn,Front Bumper Otr RT	22737639 GM Part	$86.02			0.1	SM
4	I	152		Defl,Front Bumper	Repair				2.0*	SM
5	L	152		Defl,Front Bumper	Refinish				1.4	RF
					1.4 Surface					
6	E	155	46	Brace,Front Bumper LT	22861858 GM Part	$20.55			0.1	SM
7	E	156	46	Brace,Front Bumper RT	22861859 GM Part	$20.55			0.1	SM
8	RI	89		Panel,Frt Bmpr License	R & I Assembly				0.2	SM
9	I	11		Brkt,Front Bumper Mtg LT	Repair				0.5*	SM
10	I	12		Brkt,Front Bumper Mtg RT	Repair				0.5*	SM
11	E	269	46	Brkt,Front Bumper Mtg LT	15902624 GM Part	$107.40			INC	SM
12	E	270	46	Brkt,Front Bumper Mtg RT	15902625 GM Part	$107.40			INC	SM
12	**Items**									

MC	Message
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts		$820.84	
Paint & Materials	1.4 Hours @ $40.00	$56.00	
Parts & Material Total			$876.84
Tax on Parts & Material	@ 5.500%		$48.23

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$60.00	4.1	3.0	7.1	$426.00
Mech/Elec (ME)	$120.00				
Frame (FR)	$75.00				
Refinish (RF)	$60.00	1.4		1.4	$84.00

Labor Total	8.5 Hours		$510.00
Tax on Labor	@ 5.500%	$28.05	
Gross Total			**$1,463.12**
Net Total			**$1,463.12**

Alternate Parts Y/07/00/00/07/07 CUM 07/00/00/07/07 Zip Code: 53081 Default
OEM Part Prices DT 08/22/2019 10:54 AM EstimateID 593831545165324288 QuoteID ****

Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.643 ES 08/22/2019 11:03 AM REL 8.0.643 DT 04/01/2019 DB 08/01/2019

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

JOE VAN HORN CHEVROLET
3008 EASTERN AVE, PO BOX 238
PLYMOUTH, WI 53073
OFFICE: 920-893-6361
FAX: 920-893-0953

***** PRELIMINARY ESTIMATE *****

09/04/2019 11:28 AM

Owner

Owner: STEVE SCHNABEL
Address: 2739 N 26TH
City State Zip: Sheboygan, WI 53083
Cell: (920)410-0231
FAX:

Control Information

Loss Date/Time: 08/13/2019 12:31 PM
Loss Type:

Inspection

Inspection Date: 09/04/2019 11:25 AM
Inspection Location: VAN HORN COLLISION CENTER
Address: 3008 EASTERN AVENUE
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: bodyshop@vanhornchev.com
Primary Impact: Front
Driveable: Yes

Inspection Type:
Contact: RANDY SCHWALLER
Work/Day: (920)893-1726x
Work/Day: (920)893-6361x
FAX: (920)893-0953x
Secondary Impact:
Rental Assisted:

Company: VAN HORN COLLISION CENTER
Contact: RANDY SCHWALLER
Address: 3008 EASTERN AVENUE
P.O. BOX 238
City State Zip: Plymouth, WI 53073
Email: bodyshop@vanhornchev.com

Appraiser License # :
Work/Day: (920)893-6361x242
Home/Evening:
FAX: (920)893-0953

Repairer

Repairer: VAN HORN COLLISION CENTER
Address: 3008 EASTERN AVENUE
P.O. BOX 238
City State Zip: Plymouth, WI 53073
Email: bodyshop@vanhornchev.com
License # :

Contact:
Work/Day: (920)893-6361x242
Work/Day:
FAX: (920)893-0953
Regulation ID: TAX ID # 39-1052356

Target Complete Date/Time:
Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Silverado K1500 LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plate:	KC8927	**Lic State:**	WI
Lic Expire:		**VIN:**	3GCPKSE7XCG189878
Prod Date:	12/2011	**Mileage:**	59,300
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	U7825E
Ext. Color:	MAGNA STEEL MET	**Int. Color:**	Ebony w/Premium Cloth Seat Trim or
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	706S,GHA	**Int. Trim Code:**	19C

Options - ***AudaVIN Information Received***

18 Inch Alloy Wheels	4-Wheel Drive	***AM/FM CD Player***
Air Conditioning	Alarm System	Anti-Lock Brakes
Auto Headlamp Control	Auto Locking Hubs (4WD)	***Automatic Dimming Mirror***
Bodyside Moldings	***Bucket Seats***	***Camper/Towing Package***
Center Console	***Chrome Step Bumper***	***Cruise Control***
Daytime Running Lights	Dual Airbags	***Dual Power Seats***
Dual Zone Auto A/C	***Electronic Transfer Case***	Emergency S.O.S. System
Floor Mats	***Fog Lights***	***Full Size Spare Tire***
Halogen Headlights	***Head Airbags***	***Heated Power Mirrors***
Heavy Duty Battery	***Heavy Duty Cooling***	Heavy Duty Suspension
Illuminated Visor Mirror	Intermittent Wipers	***Keyless Entry System***
Leather Steering Wheel	Lighted Entry System	***Locking Differential***
MP3 Decoder	***OnStar System***	***Overhead Console***
Power Adjustable Pedals	Power Brakes	***Power Door Locks***
Power Steering	***Power Windows***	***Privacy Glass***
Rear View Camera	***Rear Window Defroster***	***Remote Starter***
Reverse Sensing System	***Side Airbags***	***Skid Plates***
Split Folding Rear Seat	***Stability Cntrl Suspensn***	***Strg Wheel Radio Control***
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	***Tire Pressure Monitor***	***Tow Hooks***
Traction Control System	***Trailer Hitch***	***Velour/Cloth Seats***
Wireless Phone Connect	XM Satellite Radio	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	24		Bumper,Front	15941850 GM Part	$395.00			INC	SM
2	N	8		Front Bumper Overhaul	Additional Labor				4.7	SM
3	I	166		Defl,Front Bumper	Repair				1.5*	SM
4	L	166	13	Defl,Front Bumper	Refinish				2.3	RF
					1.4 Surface					
					0.6 Two-stage setup					
					0.3 Two-stage					
5	RI	166		Defl,Front Bumper	R & I Assembly				INC	SM
6	RI	89		Panel,Frt Bmpr License	R & I Assembly				0.2	SM
7	E	11		Brkt,Front Bumper Mtg LT	15791866 GM Part	$93.80			0.7	SM
8	E	12		Brkt,Front Bumper Mtg RT	15791866 GM Part	$93.80			0.7	SM
9	E	269		Brkt,Front Bumper Mtg LT	15902624 GM Part	$107.40			INC	SM
10	E	270		Brkt,Front Bumper Mtg RT	15902625 GM Part	$107.40			INC	SM
Manual Entries										
11	EC			Haz Waste	Replace Economy	$8.00*				SM
12	EC			Flex Additive	Replace Economy	$6.00*				SM
12	**Items**									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$797.40	
Other Parts		$14.00	
Paint & Materials	2.3 Hours @ $42.00	$96.60	
Parts & Material Total			$908.00
Tax on Parts & Material	@ 5.500%		$49.94

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$62.00	1.6	6.2	7.8	$483.60
Mech/Elec (ME)	$115.00				
Frame (FR)	$85.00				
Refinish (RF)	$62.00	2.3		2.3	$142.60

Labor Total	10.1 Hours		$626.20
Tax on Labor	@ 5.500%	$34.44	
Gross Total			**$1,618.58**
Net Total			**$1,618.58**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 Default
OEM Part Prices DT 09/04/2019 11:28 AM EstimateID 598551164111298560 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.642 Update 5 ES 09/04/2019 11:32 AM REL 8.0.642 Update 5 DT 08/01/2019 DB 09/01/2019

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

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

Op Codes

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

II

5.3

R. O. No. 85 - 19 - 20. By CITY CLERK. October 7, 2019.

Submitting a claim from Jane E. Stewart for alleged damages to her vehicle when it was hit by a street cleaner.

CITY CLERK

Finance + Personnel
MC + file

OCT 1 '19 PM 1:52

DATE RECEIVED 10/1/19 RECEIVED BY MKC

CLAIM NO. 15-19

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: Jane E Stewart
2. Home address of Claimant: 701 S 15th St Sheboygan WI 53081
3. Home phone number: 920-980-2804
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) 9/27/19 9:30 a.m. → per phone call MKC
6. Where did damage or injury occur? (give full description) Approx 9:30 AM Street cleaner hit back Left quarter panel of my toyota camry
7. How did damage or injury occur? (give full description) Street cleaner hit my car
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: Street cleaner hit my car
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").

Street cleaner hit my car. & Left quarter panel dented and long scrape

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

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

Auto:	$ 108.438
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,084.38

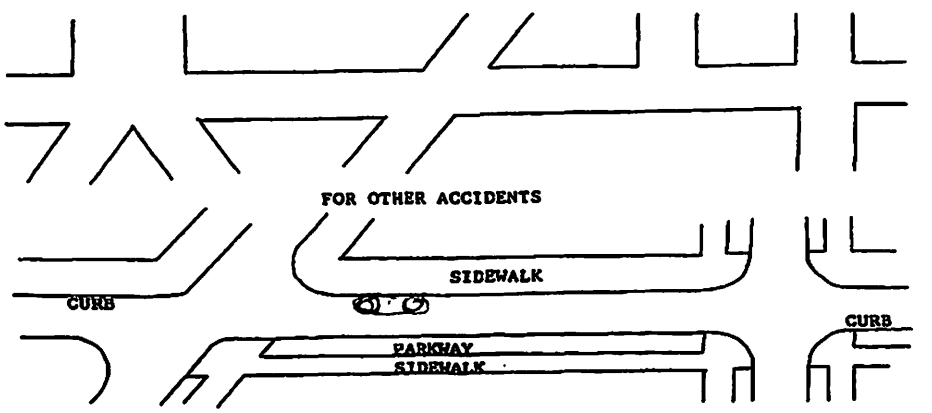
Damaged vehicle (if applicable)

Make: Toyota Model: Camry Year: 1999 Mileage: 256016

Names and addresses of witnesses, doctors and hospitals: Charles Placar Jr
Jane Stewart 701 So. 15th St Sheboygan
WI 53081 920-980-2824

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 Jane Stewart DATE 9-31-19

DATE RECEIVED 10/1/19

RECEIVED BY MKC

CLAIM NO. 15-19

CLAIM

Claimant's Name: Jane E Stewart

Claimant's Address: 701 So. 15th St. Sheboygan WI 53081

Claimant's Phone No. 920-980-2804

Auto	$ 1084.38
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 1,08.438

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 $ 108.43 .

SIGNED Jane Stewart DATE: 9-3-19

ADDRESS: 701 So 15th St Sheboygan WI 53081

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

ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

***** PRELIMINARY ESTIMATE *****

09/30/2019 01:33 PM

Owner

Owner: JANE STEWART
Address:
Work/Day: (920)980-2804

Inspection

Inspection Date: 09/30/2019 01:33 PM
Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com
Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:
Days To Repair: 4

Vehicle

1999 Toyota Camry CE 4 DR Sedan
4cyl Gasoline 2.2
4 Speed Automatic

Lic.Plate: ADX-4937
Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
Lic State:
VIN: 4T1BG22K6XU869926
Mileage Type: Actual
Code: Y1733A
Int. Refinish: Two-Stage

Options

AM/FM Stereo Tape	Bucket Seats	Center Console
Digital Clock	Dual Airbags	Intermittent Wipers
Power Brakes	Power Steering	Rear Window Defroster
Rem Trunk-L/Gate Release	Tachometer	Tilt Steering Wheel
Tinted Glass	U.S.A. Built Vehicle	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Quarter And Rocker Panel										
1	I	350		Panel,Quarter LT	Repair				6.0*	SM
2	L	350	13	Panel,Quarter LT	Refinish				3.7	RF
					2.6 Surface					

			0.6 Two-stage setup			
			0.5 Two-stage			
3 BR	397	Door,Fuel Filler LT	Blend Refinish		0.2	RF
			0.1 Blend			
			0.1 Two-stage			
4 RI	397	Door,Fuel Filler LT	R & I Assembly		0.3	SM
Rear Bumper						
5 N	566	Rear Bumper Cover R&I	Additional Labor		1.4	SM
Rear Body, Lamps And Floor Pan						
6 RI	533	Taillamp Assembly LT	R & I Assembly		0.2	SM
Manual Entries						
7 SB		HAZARD. WSTE. REM.	Sublet Repair	$3.00*		SM
8 EC		PINSTRIPES-TAPE	Replace Economy	$15.00*	0.3*	SM
9 N		RUSTPROOFING	Additional Labor	$15.00*	0.2*	SM
9 Items						

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		$30.00	
Paint & Materials	3.9 Hours @ $40.00	$156.00	
Parts & Material Total			$186.00
Tax on Parts & Material	@ 5.500%		$10.23

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$62.00	0.8	7.6	8.4	$520.80
Mech/Elec (ME)	$80.00				
Frame (FR)	$72.00				
Refinish (RF)	$62.00	3.9		3.9	$241.80

Labor Total	12.3 Hours		$762.60
Tax on Labor	@ 5.500%	$41.94	
Sublet Repairs		$3.00	
Tax on Sublet	@ 5.500%	$0.17	
Gross Total			**$1,003.94**
Net Total			**$1,003.94**

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

Audatex Estimating 8.0.642 Update 6 ES 09/30/2019 01:36 PM REL 8.0.642 Update 6 DT 09/01/2019 DB 09/15/2019

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

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

GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

***** PRELIMINARY ESTIMATE *****

09/30/2019 01:20 PM

Owner

Owner: JANE STEWART
Address: 701 S 15TH STREET
City State Zip: Sheboygan, WI 53081
Work/Day: (920)980-2804
FAX:

Inspection

Inspection Date: 09/30/2019 01:20 PM
Inspection Type:

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz
Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
Work/Day:

Target Complete Date/Time:
Days To Repair: 4

Vehicle

1999 Toyota Camry LE 4 DR Sedan
4cyl Gasoline 2.2
4 Speed Automatic

Lic.Plate: ADX-4937
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: WH
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 4T1BG22K6XU869926
Mileage Type: Actual
Code: Y1733B
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM Stereo Tape	Air Conditioning	Bucket Seats
Center Console	Cruise Control	Dual Airbags
Intermittent Wipers	Lighted Entry System	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Window Defroster	Rem Trunk-L/Gate Release
Tachometer	Tilt Steering Wheel	Tinted Glass
U.S.A. Built Vehicle	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R

Quarter And Rocker Panel

1	I	350		Panel,Quarter LT	Repair		5.0*	SM
2	L	350	13	Panel,Quarter LT	Refinish		3.7	RF
					2.6 Surface			
					0.6 Two-stage setup			
					0.5 Two-stage			
3	TT	350	15	Panel,Quarter LT	Two-Tone		1.2	RF
					0.4 Two-tone Setup			
					0.8 Two-tone			
4	RI	397		Door,Fuel Filler LT	R & I Assembly		0.3	SM

Rear Bumper

5	RI	566		Rear Bumper Cover R&I	R & I Assembly		1.4	SM

Rear Body, Lamps And Floor Pan

6	RI	533		Taillamp Assembly LT	R & I Assembly		0.2	SM

Manual Entries

7	EC	M07		Pinstripes-Tape	Replace Economy	$21.00*	1.0*	SM
8	N	M60		Hazardous Waste Removal	Additional Labor	$5.25*		SM
9	N			CAR COVER 4 DOOR	Additional Labor	$12.00*		SM

9 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
15	INCLUDES 0.4 HOURS FIRST PANEL TWO-TONE ALLOWANCE

Estimate Total & Entries

Other Parts		$38.25	
Paint & Materials	4.9 Hours @ $40.00	$196.00	
Parts & Material Total			$234.25
Tax on Parts & Material	@ 5.500%		$12.88

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$62.00	2.9	5.0	7.9	$489.80
Mech/Elec (ME)	$78.00				
Frame (FR)	$75.00				
Refinish (RF)	$62.00	4.9		4.9	$303.80

Labor Total	12.8 Hours		$793.60
Tax on Labor	@ 5.500%	$43.65	
Gross Total			**$1,084.38**
Net Total			**$1,084.38**

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

Audatex Estimating 8.0.757 ES 09/30/2019 01:22 PM REL 8.0.757 DT 09/01/2019 DB 09/15/2019

1.1 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/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

II

3.2

R. O. No. 108 - 19 - 20. By CITY CLERK. November 18, 2019.

Submitting a notice of claim from Mel Arentsen for alleged damages to his yard due to erosion from South Pointe Campus.

CITY CLERK

Finance/ Personnel
mcfite

DATE RECEIVED 11-8-19

RECEIVED BY MKC NOV 8 '19 PM 2:35

CLAIM NO. 20-19

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: MEL ARENTSEN
2. Home address of Claimant: 2709 PRAIRIE WINDS CT. SHEBOYGAN
3. Home phone number: 920 918 7872
4. Business address and phone number of Claimant: SAME
5. When did damage or injury occur? (date, time of day) ON GOING FROM AUG 2018
6. Where did damage or injury occur? (give full description) EROSION FROM SOUTH POINTE CAMPUS HAS BEEN DEPOSITED IN MY YARD
7. How did damage or injury occur? (give full description) WATER RUN OFF FROM SOUTH POINTE CAMPUS CARRIED CLAY INTO MY YARD & TILE SYSTEM
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: LACK OF OVERSITE FROM ? CITY ENG DEPT
   (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: LACK OF EROSION CONTROL
   (b) Claimant's statement of basis for such liability: CITY NEEDS TO MAKE SURE EROSION CONTROL IS IN PLACE & OF THE PROPER TYPE. CITY NEEDS TO MAINTAIN THESE CONTROLS & CHECK THEM AFTER RAIN & SNOW EVENTS

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").

YARD HAS CLAY DEPOSITS & IS FILLING DRAIN TILE

11. Name and address of any other person injured: NEIGHBORS MAY BE AFFECTED ALSO

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

Auto: $

Property: $

Personal injury: $

Other: (Specify below $ 10,000? COST TO REPAIR TO BE DETERMINED WHEN EROSION HAS STOPPED

TOTAL $

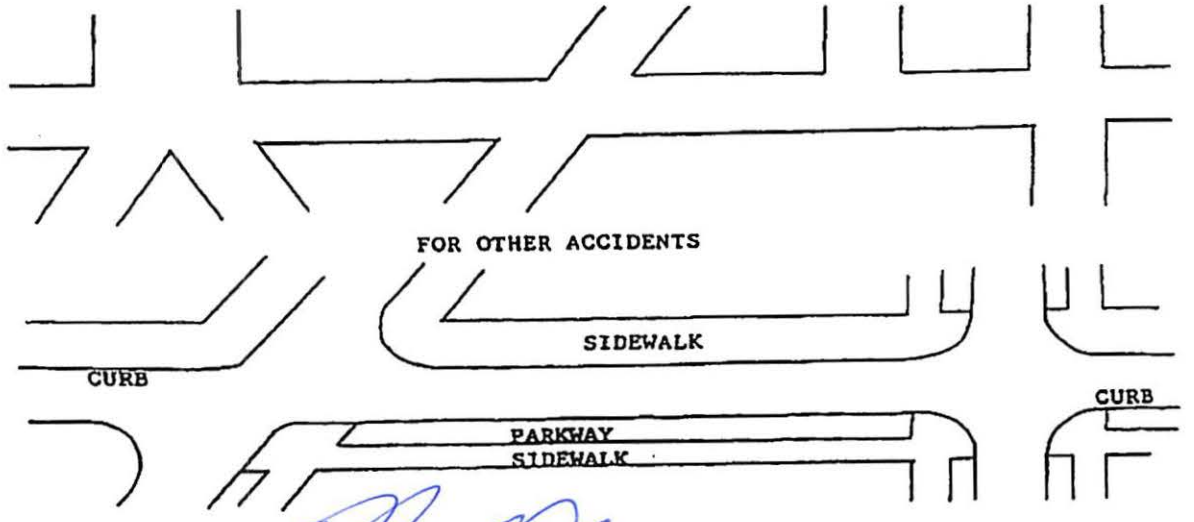
Damaged vehicle (if applicable)

N.A 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 DATE 11-7-19

DATE RECEIVED 11-8-19

RECEIVED BY MKC

CLAIM NO. 20-19

CLAIM

Claimant's Name: Mel Arbogast

Claimant's Address: 2709 Prairie Wind Ct
Sheboygan WI

Claimant's Phone No. 920 918 7872

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 10,000

PENDING AMOUNT OF DAMAGE

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 $ 10,000 ? OR ACTUAL RECEIPTS.

AMOUNT OF WORK & ASSOCIATED COST WILL BE DETERMINED WHEN EROSION ~~PROBLEM~~ HAS STOPPED. CITY TO VERIFY THEY MEET DNR REQUIREMENTS

SIGNED [signature] DATE: 11-7-19

ADDRESS: 2709 Prairie Wind Ct
Sheboygan WI 53083

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

II

43

R. O. No. 139 - 19 - 20. By CITY CLERK. January 20, 2020.

Submitting a claim from Mark Weidemann for alleged damages to the TV antenna on his camper from non-trimmed trees.

Finance
Personnel
MC file

CITY CLERK

DATE RECEIVED _____ RECEIVED BY _____ JAN 15 '20 PM 4:28

CLAIM NO. 24-19

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: MARK WEIDEMANN
2. Home address of Claimant: 615 S. 27 St, SHEBOYGAN WI 53081
3. Home phone number: 920-458-7429
4. Business address and phone number of Claimant: —
5. When did damage or injury occur? (date, time of day) SEE LETTER
6. Where did damage or injury occur? (give full description) SEE LETTER
7. How did damage or injury occur? (give full description) TREE'S HAVE NEVER BEEN TRIMMED FROM AT LEAST 2014. - SEE LETTER
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: SEE LETTER
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: SEE LETTER

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

26-19

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

"NO INJURIES" TV ANTENNA ON top of CAMPER.

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

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

~~Auto~~: CAMPER	$ 422.51
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 422.51

Damaged vehicle (if applicable)

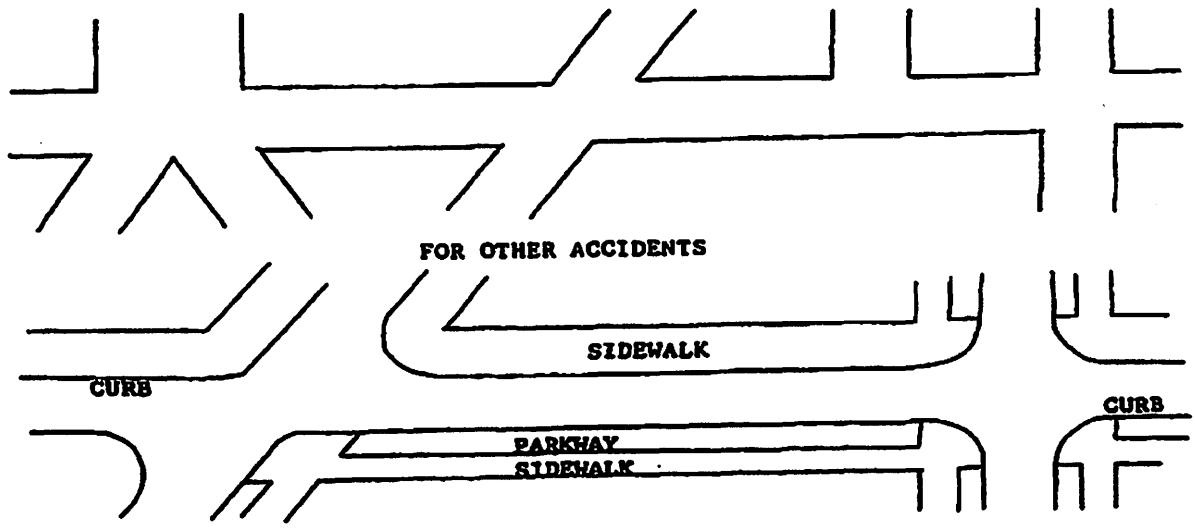
Make: ~~FORD~~ CROSSROADS Model: SUNSET TRAIL Year: 2014 Mileage: N/A.

Names and addresses of witnesses, doctors and hospitals:

VIRGINIA WEIDEMANN / SPOUSE

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 Mark Weidemann DATE 1/14/20

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 26-19

CLAIM

Claimant's Name:	Mark & Virginia Weidemann	~~Auto~~ Camper	$ 422.51
Claimant's Address:	615 S. 27 St.	Property	$
	Sheboygan, WI 53081	Personal Injury	$
Claimant's Phone No.	920-458-7429	Other (Specify below)	$
		TOTAL	$

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 $_____.

SIGNED Mark Weidemann DATE: 1/14/20

ADDRESS: 615 S. 27 St.
Sheboygan, WI 53081

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

24-19

Decemer 15, 2019

Mr. Darrell Hofland

City of Sheboygan

Dear Mr. Hofland

After playing phone tag the last several days I dedecided to write this letter instead. Enclosed find a copy of a paid bill from Horn's RV. Your attention should be a TV antenna which was bent and not working (422.51)

This camper is a 2014 which was purchased new in 2014. Every time we brought it home to load up and go camping or return to unload the antenna incured some sort of bending. This has happened every year untill this year when it no longer worked. We were advised by the dealer Wagner RV not to touch it because it might break.

I invite you to drive in our neighborhood either on S 26 or S25 street which is the way we come to park in front of our home. The Trees have never been trimmed for all of this time and most of the sidewalks are all damaged because of these trees, The City planted these trees and is there responsibility to take care of the trimming. Some of our concrete has already been replaced and it is again damaged to the point of neighbors triping on them. After 3 years of calling your dept. we finally got a answer this year and our 2 trees were trimmed but that is all they did.

I am hoping you will reimburse me for this expense.

Sincerely,

Mr & Mrs Mark Weidemann, 616 South 27 Street, Sheboygan, Wi 53081

HORN'S RV
SINCE 1968

(920) 564-2381
www.HORNSRVCENTER.com

24-19

4 WEIDEMANN, MARK
Date: 21 NOV 19

WO #: H3414 (Appointment Date: 07 NOV 2019 - Time: 09:00am)

Customer Name: 11462 - WEIDEMANN, MARK
Address: 615 S 27 ST
SHEBOYGAN, WI
Postal/Zip: 53081
Phone#(res): 920-458-7429
Phone#(bus):
Cell Phone:
Email: MWW526@YAHOO.COM

Date In: 07 NOV 19
Promised Date: 21 NOV 19

Purchased Date:
Delivery Date:
Chassis#:
Serial#: 4V0TC3021EB024767

Author: GCARTER
Stock No:
Year: 2014
Manufacturer: CROSSROADS
Brand: SUNSET TRAIL
Model: 30RE
Miles/Hrs:
Exterior Color:

License#:
Tag#:

Job #1 - External

TV ANTENNA IS BENT AND ISN'T WORKING. QUOTE A REPLACEMENT> Customer approved new antenna.

Subtotal for Job #1: 0.00

Job #2 - External

COMPLAINT: THE DRIVER SIDE REAR CORNER MOLDING IS DAMAGED

QUOTE,

PARTS, 72.00
LABOR, 325.00
TOTAL, 397.00

CAUSE: Corner molding was bent.

CORRECTION: Took old corner molding off unit, cleaned all old sealant off unit. Cut new corner molding to size, put it on unit, sealed it in place, and put screw cover molding back in. NOTE: THERE IS A SMALL SCRATCH ON SIDEWALL NOT COVERED BY MOLDING..

Labor

Job #	Description	Total
2	BODY ESTIMATE DAMAGE	298.00

Parts

Part #	Description	Qty	Price	Total
13-0799	10OZ PRO FLEX RV CRYSTAL	1.00	9.85	9.85
32651117	EPDM NON-SAG LAP SEALANT TAN	1.00	9.90	9.90
20X39103A	EXTERIOR MOLDING.LONG LEG ROOF EDGE 1-1/4" X120" BLK VERTICAL CORNER MOLDING	1.00	39.99	39.99
13-0706	10OZ PRO FLEX RV BLACK	1.00	9.75	9.75

Subtotal for Job #2: 367.49

Job #K42773101 - External

COMPLAINT: Install Winegard HD TV antenna (Antenna on shelf in shop)

CAUSE: 1001 CUSTOMER REQUESTED

CORRECTION: Took old antenna off unit, installed new antenna on unit, and sealed the antenna on the

Parts

Part #	Description	Qty	Price	Total
42773101	ANTENNA RAYZAR Z1 W-MNT WHITE	1.00	102.86	102.86
32651010	LAP SEALANT WHITE	1.00	9.69	9.69
13-1287	10.3OZ LAP SEALANT WHITE	1.00	11.96	11.96

26-19

Subtotal for Job #K42773101: 422.51

Parts Total:	194.00
Labour Total:	596.00
Sublet Total:	0.00
Extras Total:	0.00
WISCONSIN STATE SALES TAX:	39.50
SHEBOYGAN COUNTY SALES TAX:	3.95
Work Order Total:	833.45

Customer Signature : _____ Date: 18 Nov 2019

APPOINTMENT DATE:_____ UNIT DROP OFF DATE:_____ REPAIR COMPLETION DATE:_____
NOTIFIED OF COMPLETION: TIME:_____ DATE:_____ RELEASED DATE:_____

I/WE THE UNDERSIGNED ACKNOWLEDGE THE FOREGOING AS FACTUAL AND I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE COMPLETED COPY OF THE
INVOICE/CLAIM.
SIGNATURE OF OWNER:_____

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 17, 2020.

Your Committee to whom was referred R. O. No. 124-19-20 by City Clerk submitting various license applications; recommends filing Taxicab Driver License application No. 3033 (Keven M. Wade) as he is deceased.

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

Other Matters

R. O. No. 124 - 19 - 20. By CITY CLERK. December 16, 2019.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
3042	Ackerman, Jean M.	3017A N. 9th Street, Apt. #3
3031	Frazier, Preston D.	1502 S. 13th Street, Apt. B
3036	Lallemont, Michael J.	2537 N. 11th Street
1759	Lulow, Katrina N.	913A Indiana Avenue
6656	Maitland, Jennifer E.	821 N. 28th Street
3037	Moehring, Michelle L.	N6435 Rangeline Road
1115	Riley, Christine L.	4421 Primrose Court S102
3041	Sargent, Natalie A.	1613 Division Avenue
3043	Schaal, Elizabeth M.	1522 John Court
3044	Shufflebotham, Donald J.	2314 N. 9th Street
6990	Strysick, Starr M.	1525 N. 3rd Street
3035	Wilcott, Nicholas C.	824 Pershing Avenue

MASSAGE ESTABLISHMENT (RENEWAL) (December 31, 2020)

No.	Name	Address
3372	Sisterhood Services	841 Riverfront Drive

TRANSFER - PREMISES TO PREMISES (PERMANENT)

Craft 30 - License No. 3150 - transferring from 1015 S. 10th Street to 908 Michigan Avenue.

AHPS
12-30 Amend RO for
#2008 (Garcia) to be new.
2434 (Lopez) grant w/warning
3033 (Wade) Hold
#2008 (Garcia) Hold
1-15-20
Deny # 2008 (Garcia)
Hold # 3033 (Wade)

TAXICAB DRIVERS LICENSE (RENEWAL)(December 31, 2020)

No.	Name	Address
8863	Castillo, Ivan V.	1415 S. 17th Street
2008	Garcia, Bethany B.	929 N. 8th Street
2611	Kristoff, Seth M.	N3481 E. Highway A, Sheboygan Falls
2434	Lopez, Angela M.	1525 S. 13th Street
1639	Montes Aguirre, Victor	1307 S. 7th Street
2773	Rango, Todd B.	1405 N. 11th Street
2269	Wallgren, Paul A.	4253 Honeysuckle Court H106

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
3032	Schmalz, Donna M.	919 Wisconsin Avenue #309
3033	Wade, Keven M.	2016 S. 8th Street Apt. A
3045	Wildman, Theresa A.	1433 Nevada Court

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 17, 2020.

Your Committee to whom was referred R. O. No. 134-19-20 by City Clerk submitting various license applications; recommends denying Taxicab Driver Licenses application No. 9554 (Joseph P. Champeau) based upon his record of violations related to the licensed activity and his record as a habitual traffic offender.

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

9.1

R. O. No. 134 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
7290	Bruinooge, Tarri L.	1914A N. 9th Street
9261	Bubb, Tyler S.	2517 Erie Avenue
2106	Fenner, Robert T.	2602 Eisner Avenue
2406	Gates, Shelly M.	1911 N. 10th Street
5900	Jarvi, Sheryl L.	1223 Broadway Avenue
3061	Kertscher, Kyle J.	547 Pine Ridge Ave, Howards Grove
3060	Koehler, Andrea R.	2824 County Road Y
1872	Kraft, Benjamin A.	1505A S. 8th Street
3048	Olmsted, Michael N.	444 Audubon Road, Kohler
1760	Rauwerdink, Jeremiah J.	4625 Alyssa Lane
3052	Scott, Tara A.	603 S. 14th Street
0353	Teasdale, Ashley L.	704 Broughton Drive Apt. 3
3056	Thomas, Ieshia J.	1048 Weeden Creek Road
3066	Van Sluys, Amanda A.	3431 N. 10th Street Apt. 721
3062	Vollrath, Cassandra C.	902 7th Street #A, Kiel
3058	Wallner, Paige E.	1313 Alabama Avenue

MASSAGE ESTABLISHMENT (NEW)(December 31, 2020)

No.	Name	Address
3436	Carino Capelli Salon	1508 N. 27th Street

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
1982	Bouchard, Robert P.	819 Humboldt Avenue
2753	Cassel, Michael A.	625 S. 14th Street
9554	Champeau, Joseph P.	1821 S. 15th Street
3057	Hrabrich, Gregory H.	1725 Lakeshore Drive, Cleveland
2728	Magritz, Alicia L.	1345 16th Avenue #5, Grafton
2996	Peters, Steven A.	1909 N. 23rd Street

AHPS
1-15-20 hold #9554 (Champeau)

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 17, 2020.

Your Committee to whom was referred R. O. No. 147-19-20 by City Clerk submitting various license applications; recommends granting the licenses:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2021)

No.	Name	Address
3096	Brunmeier, Kyrie K.	1129 Broadway Avenue
9747	Fanslau, Louicia A.	204 Beachwood Street, Cleveland
3092	Gangano, Eva S.	3621 Hubert Street
3095	Groothoff, Gabrielle S.	729 Kentucky Avenue
3090	Haas, Tyler J.	1922 Martin Avenue
1624	Holtz, Alyssa S.	1118 North Avenue
1460	Klima, Joangela N.	1927 S. 13th Street
3088	Kunstman, Richard A. Jr.	2016 N. 21st Street
8466	McMahon, Susan M.	932 Bell Avenue
0085	Meyer, Kristin L.	702 Fairway Drive
3087	Prahl, Rachel M.	6509 Paradise Ln, Sheboygan Falls
1385	Schnell, Tristan L.	2641 N. 30th Street
8500	Roberts, Lisa M.	5558 Indian Mound Circle

CHANGE OF PREMISE

No.	Name	Address
2273	Parker Johns BBQ & Pizza	705 Riverfront Drive - to include the north 6 parking stalls directly outside the front entrance of the building September 21-27, 2020.

MASSAGE ESTABLISHMENT (NEW)(December 31, 2020)

No.	Name	Address
3101	Alan Vodicka Massage & Energy	1327 N. 8th Street

Consent

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
9044	Ringel, Tammy L.	1105 Ontario Avenue
9814	Torres Maldonado, Silvestre	1833 N. 20th Street

_____ _____

_____ _____

_____ _____

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

OtherMatters

7.1

R. O. No. 147 - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
3096	Brunmeier, Kyrie K.	1129 Broadway Avenue
9747	Fanslau, Louicia A.	204 Beachwood Street, Cleveland
3092	Gangano, Eva S.	3621 Hubert Street
3095	Groothoff, Gabrielle S.	729 Kentucky Avenue
3090	Haas, Tyler J.	1922 Martin Avenue
1624	Holtz, Alyssa S.	1118 North Avenue
1460	Klima, Joangela N.	1927 S. 13th Street
3088	Kunstman, Richard A. Jr.	2016 N. 21st Street
8466	McMahon, Susan M.	932 Bell Avenue
0085	Meyer, Kristin L.	702 Fairway Drive
3087	Prahl, Rachel M.	6509 Paradise Ln, Sheboygan Falls
1385	Schnell, Tristan L.	2641 N. 30th Street
8500	Roberts, Lisa M.	5558 Indian Mound Circle

CHANGE OF PREMISE

No.	Name	Address
2273	Parker Johns BBQ & Pizza	705 Riverfront Drive - to include the north 6 parking stalls directly outside the front entrance of the building September 21-27, 2020.

MASSAGE ESTABLISHMENT (NEW) (December 31, 2020)

No.	Name	Address
3101	Alan Vodicka Massage & Energy	1327 N. 8th Street

LHB

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
9044	Ringel, Tammy L.	1105 Ontario Avenue
9814	Torres Maldonado, Silvestre	1833 N. 20th Street

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 17, 2020.

Your Committee to whom was referred Res. No. 159-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2020; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

4.3

Res. No. 159 - 19 - 20. By Alderpersons Donohue and Bohren.
February 3, 2020.

A RESOLUTION authorizing the appropriate City officials to contract with Wisconsin Public Finance Professionals, LLC for financial advisory services in 2020.

WHEREAS, the City of Sheboygan has obtained necessary financial advisory services related to its municipal borrowing from Wisconsin Public Finance Professionals, LLC, for the last six years; and

WHEREAS, the City desires to continue using Wisconsin Public Finance Professionals, LLC as its financial advisor for the 2020 calendar year; and

WHEREAS, the standard industry practice regarding financial advisory services of this nature is to enter into a separate agreement for each borrowing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Wisconsin Public Finance Professionals, LLC for financial advisory services, in substantially similar form to that attached to this Resolution, for each borrowing that the City issues during the 2020 calendar year.

BE IT FURTHER RESOLVED: That in the case of a General Obligation Borrowing, the appropriate City officials are hereby authorized to draw orders on the Debt Issuance Expense Account (Account #30115100-540117).

BE IT FURTHER RESOLVED: That in the case of a TID Borrowing, the appropriate City officials are hereby authorized to draw orders on the appropriate TID Debt Service Account.

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

Finance + Personnel adopt

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

Wisconsin Public Finance Professionals, LLC ("WPFP")

Municipal Advisory Fee Structure - 2020

WPFP shall enter into a Municipal Advisory Agreement with the issuer, substantially in the sample form attached hereto, for each financing identifying the dollar amount of the issue authorized by the Issuer. The Municipal Advisory Agreement shall specify the issue description (General Obligation or Revenue Obligation), WPFP's scope of services and fee, not contingent on the final size or closing of the issue. If WPFP performs services under a Municipal Advisory Agreement, but the financing is not consummated, WPFP shall be compensated at the hourly rate of $165/hour professional staff, $95/hour support staff for time actually spent.

WPFP uses the following calculation in determining the municipal advisory fee included in a municipal advisory agreement for a General Obligation or Revenue Obligation (per issue), competitive or negotiated sale, using the dollar amount of the issue authorized by the Issuer:

Base Fee - $13,000 plus $1.50 per $1,000 issued subject to –

Minimum Fee of $14,500
Maximum Fee of $25,000

(Example: $3 million issue is $13,000 + ($3,000 X $1.50 = $4,500) = $17,500)

WPFP's fee includes all WPFP's expenses associated with in-state travel and general out-of-pocket expenses for supplies and copying, etc. The fee is due and payable upon closing of the issue. WPFP's fee does not include expenses of issuance such as Official Statement printing (approximately $1,000), Bond Counsel, rating agency, escrow or fiscal agents, verification or feasibility reports. WPFP's fee is due and payable upon closing of the issue. WPFP's fee includes on-going services identified in the Municipal Advisory Agreement as may be requested by the Issuer during the term of the agreement.

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

------ 2020 Sample ------

Municipal Advisory Agreement

City of Sheboygan, Sheboygan County, Wisconsin

Wisconsin Public Finance Professionals, LLC ("WPFP") is a "municipal advisor" as defined by the Securities and Exchange Commission ("SEC") Final Rule adopted September 18, 2013. WPFP is registered and regulated by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). The City of Sheboygan, Sheboygan County, Wisconsin ("City"), hereby retains WPFP to serve as its Municipal Advisor in accordance with the terms and conditions of this Municipal Advisory Agreement ("Agreement") effective the date of execution (the "Effective Date"). As Municipal Advisor, WPFP will have fiduciary duties, including a duty of care and a duty of loyalty. WPFP is required to act in the City's best interests without regard to its own financial and other interests.

MSRB Rule G-10 and G-42 Notifications, Disclosures of Conflicts of Interest and Other Information

As a Municipal Advisor registered with the MSRB and the SEC, WPFP is required to provide certain notifications, disclosures and information to the City, in writing, no less than once each calendar year. Included on the last page of the Agreement are notifications and disclosures in accordance with MSRB Rule G-10 regarding a brochure available on the MSRB's website at www.msrb.org that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority; and, disclosures in accordance with MSRB Rule G-42 related to conflicts of interest and other information. All municipal advisory services are performed by employees of WPFP. WPFP has no relationships with other firms, or employees of the City, that could present a real or perceived conflict of interest. Carol Ann Wirth is the responsible party for WPFP in its relationship with the City.

Scope of Municipal Advisory Services

WPFP is engaged by the City as its Municipal Advisor to provide services with respect to the issuance of $_____ General Obligation or Revenue Obligation, hereinafter referred to as the "Issue", as follows:

(a) Services to be Provided:

1. Prepare and/or evaluate structuring options or alternatives with respect to the proposed new Issue
2. Review financial and other information regarding City (Utility), the proposed Issue and any source of repayment of or security for the Issue
3. Consult with and/or advise City on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the City and its financing plans, or related to its outstanding issues

4. Assist City in establishing a plan of finance – establish the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing timeline
6. Consult and meet with representatives of City and its agents or consultants with respect to the Issue
7. Attend meetings of City's governing body, as requested
8. Advise City on the manner of sale of the Issue
9. For an Issue to be sold at negotiated sale, assist City in the selection of an underwriter with the preparation of an RFP; participate in pricing discussions; and, advise City on the acceptability of the underwriter's pricing and offer to purchase.
10. For an Issue to be sold at competitive sale, conduct steps necessary for the pricing and sale of the Issue, including preparation of the Official Notice of Sale and Bid Form, advertise the sale of the issue, assist potential bidders with submitting bids, verify bids received, recommend suitability of interest rates based on compliance with Official Notice of Sale and current market conditions.
11. Assist in gathering of information with respect to financial, statistical and factual information relating to City (Utility) in connection with and the preparation of the Preliminary and Final Official Statement
12. Respond to questions from bidders, underwriters or potential investors
13. Provide City with relevant data on comparable issues recently or currently being sold nationally and by comparable municipalities
14. Obtain CUSIP numbers and distribute an electronic version of the Preliminary and Final Official Statement
15. Advise City with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue
16. Prepare materials for, and participate in, presentation to rating agency
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of City and other documents necessary to finalize and close the Issue, and to issue an unqualified opinion approving the legality and tax status of the Issue
18. Coordinate closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary, together with general guidance for City with respect to the use of bond proceeds and the payment of debt service; prepare final amortization schedule.
20. Provide such other usual and customary municipal advisory services as may be requested by City including services related to debt management and preliminary structuring of potential future issues, credit management and continuing disclosure requirements
21. Advise City on potential refinancing opportunities of its outstanding issues, including exercise of optional call rights
22. Assist City with dissemination and publication of notices of call for issues being refunded

(b) Limitations on Scope of Municipal Advisory Services. The Scope of Municipal Advisory Services is subject to the following limitations:

(i) The scope of services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Municipal Advisory Services.

(ii) Unless otherwise provided in the Scope of Municipal Advisory Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Municipal Advisory Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing; and, does not include review or advice on any feasibility study.

(c) Amendment to Scope of Municipal Advisory Services

The Scope of Municipal Advisory Services may be changed only by written amendment or supplement to the Scope of Municipal Advisory Services described herein. The parties agree to amend or supplement the Scope of Municipal Advisory Services described herein promptly to reflect any material changes or additions to the Scope of Municipal Advisory Services

Municipal Advisor's Regulatory Duties When Servicing City

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to City. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about City and the authority of each person acting on City's behalf. The City agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

Term of this Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 20___. This Agreement may be terminated with or without cause by either party upon the giving of at least sixty (60) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of termination, the Municipal Advisor shall be paid in full for any services performed to the date of that termination at the normal hourly rates ($165/hour professional staff, $95/hour support staff) for time actually spent. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Compensation - Fees and Expenses

WPFP's fee for services performed under this Agreement shall be $_____ for the General Obligation or Revenue Obligation. WPFP's fee includes all necessary in-state travel and general out-of-pocket expenses i.e. supplies and copying. WPFP's fee is due and payable upon the closing of the Issue. The City shall pay the fees and expenses determined by each respective financing team participant (i.e. bond counsel, rating agency and underwriter), and costs associated with the printing and distribution of Official Statements ($1,000). If WPFP performs services under this Agreement, and, a financing is not consummated, WPFP shall be compensated at our normal hourly rates ($165/hour professional staff, $95/hour support staff) for time actually spent.

Limitation of Liability/Insurance

In the absence of willful misconduct, bad faith, or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor, Municipal Advisor shall have no liability to City for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the City. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of City arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Issue or otherwise relating to the tax treatment of the Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the City of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to City under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

WPFP shall maintain, throughout the term of this Agreement, professional general liability insurance in the amount of $1,000,000 per occurrence, having a $5,000 deductible.

The City acknowledges that the City is responsible for the contents of Preliminary and Final Official Statements prepared for the Issue, and, is subject to, and may be held liable under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has full legal authority to execute this Agreement on behalf of the City. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement: Darrell Hofland, City Administrator, Marty Halverson, Finance Director.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By_____

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____

Title: _____

Date: _____

Wisconsin Public Finance Professionals, LLC

MSRB Rule G-10 Disclosure - Notifications

- Wisconsin Public Finance Professionals, LLC ("WPFP") is a Municipal Advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC").
- The MSRB's website address is as follows: www.msrb.org.
- A brochure is available on the MSRB website that describes protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority.

MSRB Rule G-42 Disclosure

1. Wisconsin Public Finance Professionals, LLC ("WPFP") is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct.

2. The Form MA of WPFP along with the most recent Form MA-I for each MSRB associated person is posted in the Edgar Database located on the US Securities and Exchange Commission website (www.sec.gov/edgar/searchedgar/companysearch.htm) searching under the name "Wisconsin Public Finance Professionals, LLC." If you require a hard-copy of any of these forms, please send a written request to the Firm's Chief Compliance Officer's attention at the address below.

3. To the best of our knowledge and belief, neither WPFP nor any Associated Person has any material undisclosed conflict of interest.
   A. WPFP has no financial interest in, nor does WPFP receive any undisclosed compensation from, any firm or person that WPFP may use in providing any advice, service, or product to or on behalf of any WPFP client.
   B. WPFP does not pay MSRB registered solicitors or other MSRB Registered Municipal Advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
   C. WPFP does not receive any payments from a third party to enlist WPFP's recommendation of services, municipal securities transactions, or any municipal financial product or service.
   D. WPFP does not have any undisclosed fee-splitting arrangements with any provider of investments or services to any municipal entity.
   E. WPFP does not have any conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of any transaction for which WPFP is providing advice.
   F. There is no other actual or potential conflict of interest that could reasonably be anticipated to impair WPFP's ability to provide advice to any municipal entity in accordance with the standards of fiduciary conduct.
4. WPFP ("the Firm") nor any of its Associated Person are not currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or Associated Persons.

1025 South Moorland Road, Suite 504, Brookfield, WI 53005

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 17, 2020.

Your Committee to whom was referred Res. No. 161-19-20 by Alderpersons Sorenson and Mitchell authorizing application for the Criminal Justice, JAG Drug Task Forces Grant Solicitation; recommends adopting 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

4.5

Res. No. 161 - 19 - 20. By Alderpersons Sorenson and Mitchell.
February 3, 2020.

A RESOLUTION authorizing application for the Criminal Justice, JAG Drug Task Forces Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Drug Task Force Grant in the amount of $24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the JAG Drug Task Forces Grant program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs, and firearms for the period January 1, 2020 through December 31, 2020; and

WHEREAS, in order to obtain the grant in the amount of $24,112, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice; and

WHEREAS, the funding received would be $14,251 from the Federal Byrne/JAG Funds and the State of Wisconsin match of $9,861.

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.

L+PS adopt.

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. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. February 17, 2020.

Your Committee to whom was referred Res. No. 162-19-20 by Alderpersons Wolf and Sorenson authorizing the Purchasing Agent to advertise the Digester Complex Roof Replacement Capital Improvement Project at the Wastewater Treatment Plant for bids; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

4.6

Res. No. 162- 19 - 20. By Alderpersons Wolf and Sorenson.
February 3, 2020.

A RESOLUTION authorizing the Purchasing Agent to advertise the Digester Complex Roof Replacement Capital Improvement Project at the Wastewater Treatment Plant for bids.

WHEREAS, the Department of Public Works has had plans and specifications for the Digester Complex Roof Replacement Capital Improvement Project prepared by Tremco Inc. to allow the project to be put out to bid pursuant to Wis. Stat. § 62.15.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is hereby authorized and directed to advertise the Digester Complex Roof Replacement Capital Improvement Project at the Wastewater Treatment Plant for bids pursuant to the plans and specifications prepared by Tremco Inc. with the requirement pursuant to Wis. Stat. § 62.15(3) that bids be accompanied by a certified check or a bid bond equal to five percent (5%) of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city.

BE IT FURTHER RESOLVED: That the Purchasing Agent shall comply with all requirements imposed on an Advertisement for Bids under federal, state, and local law, including noting the bid bond requirement pursuant to Wis. Stat. § 62.15(3) in the Advertisement for Bids.

BE IT FURTHER RESOLVED: That the Purchasing Agent is directed to submit a resume of bids received to the Common Council for further consideration.

Public Works adopt

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

II

R. O. No._____ - 19 - 20. By CITY PLAN COMMISSION. February 17, 2020.

Your Commission to whom was referred Gen. Ord. No. 43-19-20 by Alderpersons Bohren and Wolf and R. O. No. 146-19-20 by City Clerk requesting an ordinance amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South Business Drive (Parcel No. 59281471031) from Class Suburban Residential (SR-5) to Class Neighborhood Commercial (NR) Classifications; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 11, 2020, and after due consideration, recommends receiving and filing the R. O. and adopting the General Ordinance.

Laysover

_____

City Plan Commission

X

6.2

Gen. Ord. No. 43 - 19 - 20. By Alderpersons Bohren and Wolf.
February 3, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South Business Drive (Parcel No. 59281471031) from Class Suburban Residential (SR-5) to Class Neighborhood Commercial (NC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) to Class Neighborhood Commercial (NC) Classification:

Property located off of South Business Drive (Parcel No. 59281471031).

Part of the SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 1264.49 feet to a point in the easterly extension of the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map recorded in Volume 19 on pages 130A-130E, as Document No. 1669866 and its easterly extension, 2486.99 feet to the reference line of S. Business Drive (C.T.H. "OK"); thence N 17°59'00" E, along said reference line, 397.23 feet; thence N 17°45'46" E continuing along said reference line, 990.05 feet to the northwest corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deeds Office to the point of beginning of lands herein described; thence continuing N 17°45'46" E, along said reference line, 210.95 feet to the southwest corner of lands described in Document No. 2030991 as recorded in the Sheboygan County Register of Deeds Office; thence S 87°52'12" E, along the south line of said lands described in Document No. 2030991 and along the south line of lands described in Document No. 2083381, 477.17 feet; thence S 02°22'03" W, 49.14 feet; thence S 43°37'36" W, 209.86 feet to the northeast corner of lands

City Plan

described in Volume 1061, page 876-877, as Document No. 1157964; thence N 87°24'29" W, along the south line of said lands described in Volume 1061, page 876-877 and along the north line of lands described in Document No. 2033437, 394.78 feet to the point of beginning.

Containing 92,813 square feet (2.131 acres) more or less.

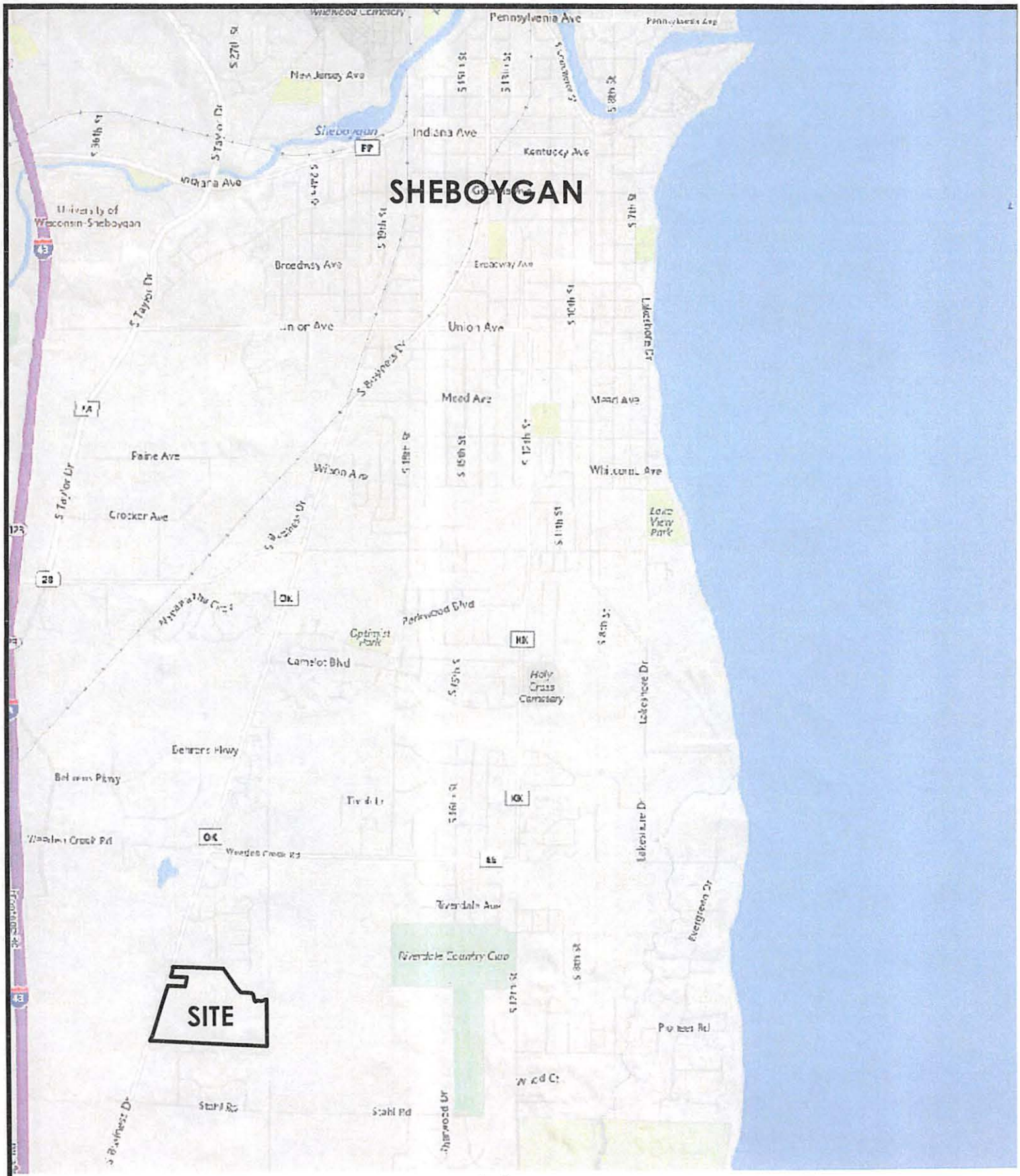
Note: This legal description contains lands lying within S. Business Drive (C.T.H. "OK") right of way

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



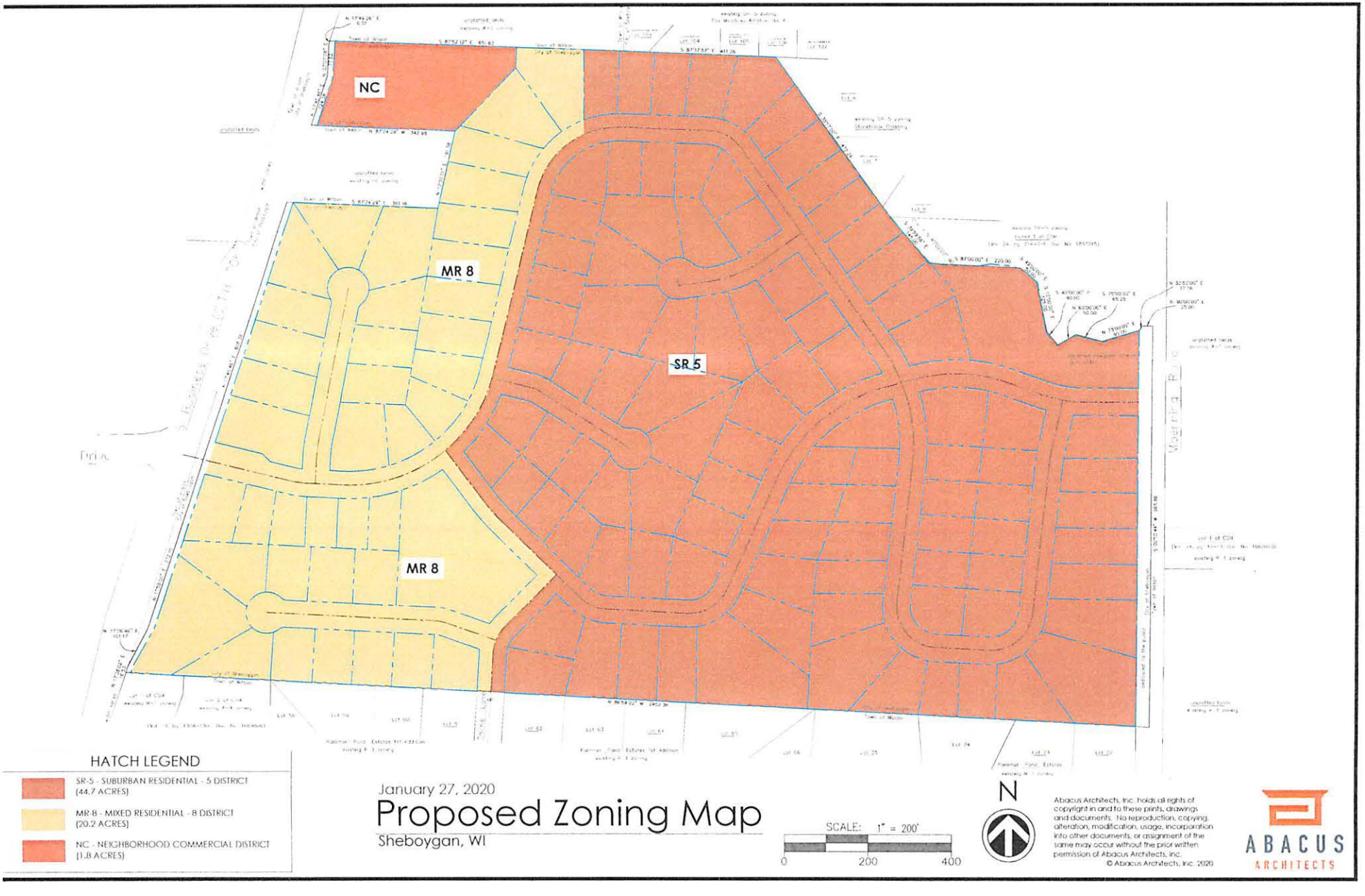
January 13, 2020

Location Map

Sheboygan, WI

N

ABACUS


NC
MR 8
SR 5
MR 8
HATCH LEGEND
SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)
January 27, 2020
Proposed Zoning Map
Sheboygan, WI
SCALE: 1" = 200'
0
200
400
N
Abacus Architects, Inc. holds all rights of copyright in and to these prints, drawings and documents. No reproduction, copying, alteration, modification, usage, incorporation into other documents, or assignment of the same may occur without the prior written permission of Abacus Architects, Inc.
© Abacus Architects, Inc. 2020
ABACUS
ARCHITECTS

II

3.1

R. O. No. 146 - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting an application from Robert Werner, Werner Homes, for a change in zoning classification of property located off of South Business Drive and Moenning Road as part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision.

CITY CLERK

CityPlan

WERNER HOMES
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

January 14, 2020

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mayor Vandersteen, Common Council and City Plan Commission,

SUBJECT: Application for Amendment of Zoning Map

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully make application and petition the Common Council to amend the zoning map.

These parcels are currently in three zoning districts: SR-5 Suburban Residential, MR-8 Mixed Residential and NC Neighborhood Commercial. The proposed zoning change is to maintain the same three zoning districts, but to modify the boundaries to align with the proposed land development. While designing the development, we felt the best use for the land was to increase the amount of residential land while decreasing the amount of commercial land:

Zoning	Current*		Proposed*		Change*	
Residential	**58**	**Acres**	**66**	**Acres**	**+ 8**	**Acres**
SR-5	52	Acres	44	Acres	- 7.5	Acres
MR-8	6	Acres	22	Acres	+ 15.5	Acres
Commercial	**10**	**Acres**	**2**	**Acres**	**- 8**	**Acres**
Overall Parcel	**68**	**Acres**	**68**	**Acres**	**+/- 0.0**	**Acres**

** Acreage is approximated*

The proposed land development is for 135 lots with one NC Lot that is located between two existing commercial parcels with access from South Business Drive/County Highway OK and 134 Residential lots with up to 39 Twin House lots (two single family residences that are attached with MR-8 zoning) and 95 Single Family Detached Dwelling lots (with SR-5 zoning). These residential lots will be adjacent to existing residential subdivisions with Fox Meadows to the North and Rammer Ponds to the South and will create a contiguous residential neighborhood with similar densities. Additionally, there is a planned neighborhood park within the development. These parcels were designated for a combination of Single Family Residential and Community Mixed Use in the 2012 Comprehensive Plan Future Land Use Map and the planned development keeps with this usage.

We appreciate the City's consideration of this amendment to the zoning map to allow for the planned development.

Sincerely,

Robert J. Werner

President – Werner Homes

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Werner Homes PHONE NO.: (920) 458-4104

ADDRESS: 4539 S. Taylor Drive E-MAIL: bwerner@wernerhomes.com

OWNER OF SITE: Lee Realty of Sheboygan, Inc

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Refer to Legal Description

LEGAL DESCRIPTION: See Attached

PARCEL NO. 59281471031, 59281471051 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5

PROPOSED ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Agricultural

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Residential; Commercial

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? *This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries. This is not in a flood plain and wetland areas are remaining untouched with the addition of retention ponds to enhance stormwater management.*

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: *This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to residential demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries.*

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 adjacent parcels are residential to the North and South, along with commercial along the West. This proposed rezoning will maintain continuity with the adjacent parcels for both residential/commercial usage and density.*

Indicate reasons why the applicant believes the proposed map amendment is in

harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

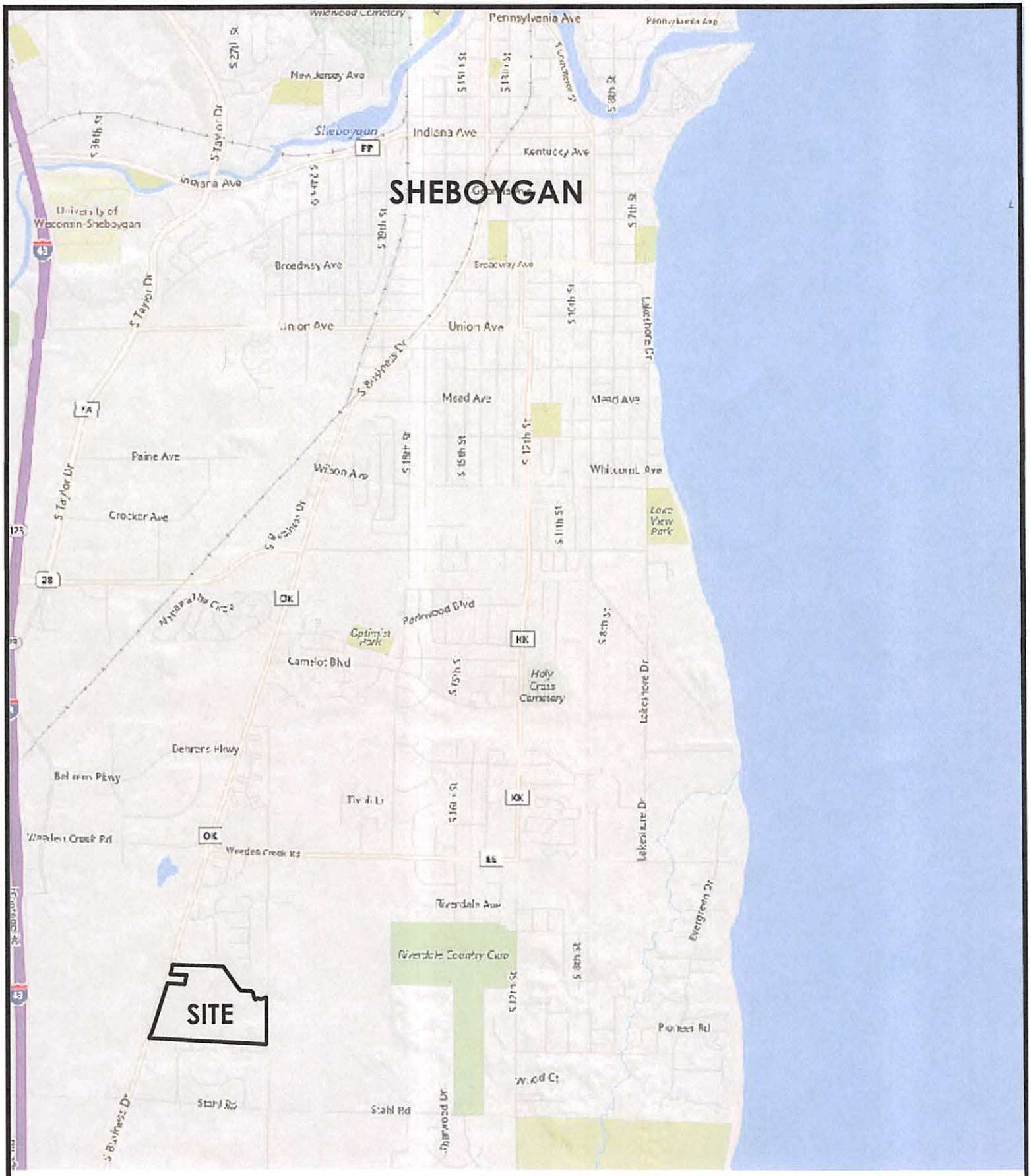
APPLICANT'S SIGNATURE	1/13/2020 **DATE**

Robert J. Werner - President
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.



January 13, 2020

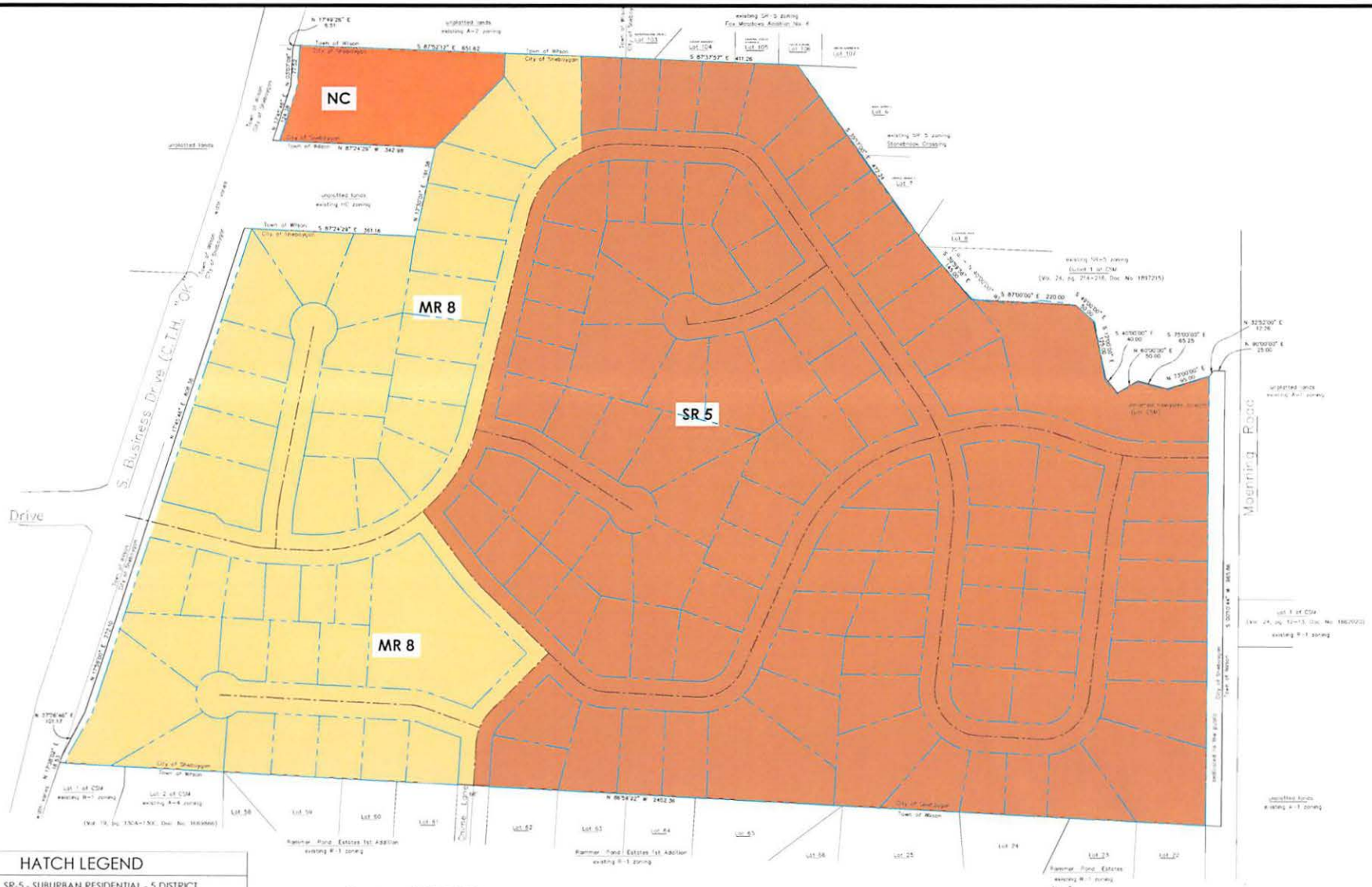
Location Map

Sheboygan, WI

N

SCALE: 1" = 2,640'

ABACUS ARCHITECTS



HATCH LEGEND

- SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
- MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
- NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)

January 27, 2020

Proposed Zoning Map

Sheboygan, WI

SCALE: 1" = 200'

0 200 400

N

ABACUS ARCHITECTS

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 200121
License No: 0000
Date: 01/28/2020
Received By: MMD
Received From: WERNER HOMES
Memo: APPLICATION FOR REZONE STONEBROOK CROSSING
Method of Payment: $200.00 Check No. 28427
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. February 17, 2020.

Your Commission to whom was referred Gen. Ord. No. 44-19-20 by Alderpersons Bohren and Wolf and R. O. No. 146-19-20 by City Clerk requesting an ordinance amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of Moenning Road (Parcel No. 59281471051 and Parcel No. 59281471040 and Parcel No. 59281471035) from Class Mixed Residential (MR-8) to Class Suburban Residential (SR-5) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 11, 2020, and after due consideration, recommends receiving and filing the copy of the R. O. and adopting the General Ordinance.

Says over

_____

City Plan Commission

X

6.3

Gen. Ord. No. 44 - 19 - 20. By Alderpersons Bohren and Wolf.
February 3, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of Moenning Road (Parcel No. 59281471051 and Parcel No. 59281471040 and Parcel No. 59281471035) from Class Mixed Residential (MR-8) 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 from Class Mixed Residential (MR-8) to Class Suburban Residential (SR-5) Classification.

Property located off of Moenning Road (Parcel No. 59281471051 and Parcel No. 59281471040 and Parcel No. 59281471035).

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 298.63 feet to the most southeast corner of Certified Survey Map recorded in the Sheboygan County Register of Deeds Office in Volume 24 on pages 214-216, as Document No. 1897215, being the point of beginning of lands herein described; thence continuing, S 00°10'44" W, along said east line of the SE 1/4, 965.86 feet to a point in the easterly extension of the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition, 1580.24 feet to the centerline of Chime Lane; thence N 03°05'38" E, at right angles, 91.13 feet; thence northeasterly, along the arc of a curve to the right 71.77 feet, chord N 23°39'14" E 70.24 feet, curve radius 100.00 feet, delta 41°07'12"; thence N 44°12'50" E, 176.61 feet; thence N 45°47'10" W, at right angles, 177.81 feet; thence northwesterly, along the arc of a curve to the right 80.52 feet chord N 41°10'22" W 80.43, curve radius 500.00 feet, delta 09°13'36"; thence N 36°33'34" W, 143.52 feet; thence northeasterly, along the arc of a curve to the left 220.98 feet, chord N 31°31'42" E 217.33 feet, curve radius 350.00 feet, delta 36°10'30"; thence N 13°26'27" E, 452.14 feet; thence northeasterly, along the arc of a curve to

CityPlan

the right 182.42 feet, chord N 39°34'16" E 176.17 feet, curve radius 200.00, delta 52°15'39"; thence N 00°10'23" W, 204.28 feet to a point in the south line of lands described in Document No 2083381 as recorded in said Sheboygan County Register of Deeds Office; thence S 87°52'12" E, along the south line of lands described in Document No. 2083381, 45.64 to a point in the westerly extension of the south line of Fox Meadows Addition No. 6, a recorded subdivision in said NE 1/4; thence S 87°37'57" E, continuing along said south line of lands described in Document No. 2083381, along said westerly extension and along the south line of said Fox Meadows Addition No. 6, 411.26 feet to the northwest corner of Lot 6 of Stonebrook Crossing, a recorded subdivision in said SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 9; thence S 35°17'00" E, along the southwesterly line of said Lot 6 and along the southwesterly line of Lots 7 and 8, 472.24 feet to the most southwesterly corner of said Lot 8; thence S 39°59'56" E, along the westerly line of said Certified Survey Map recorded in Volume 24 on pages 214-217, 145.00 feet; thence S 79°36'23" E, along a meander line, along the south side of a stream, 203.26 feet; thence S 20°51'48" E, continuing along said meander line, along the west side of said stream, 205.86 feet; thence N 89°20'56" E, continuing along said meander line, along the south side of said stream, 231.26 feet to a point in the right of way line of Moenning Road; thence N 00°10'44" E, along said right of way line, 75.43 feet; thence East, 33.00 feet to the point of beginning.

Containing 1,927,038 square feet (44.239 acres) more or less.

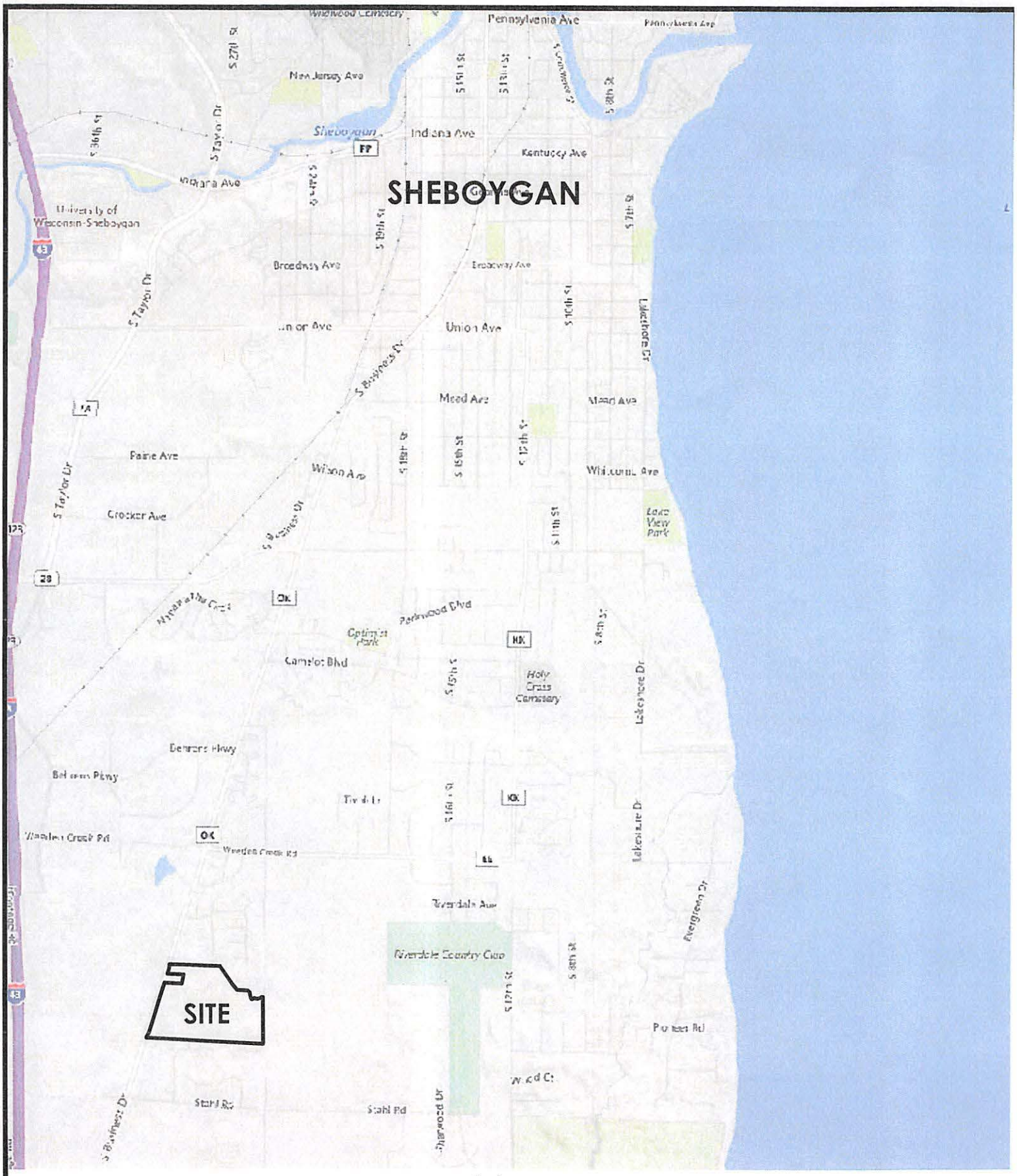
Together with those lands lying between said meander line and centerline of stream.

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



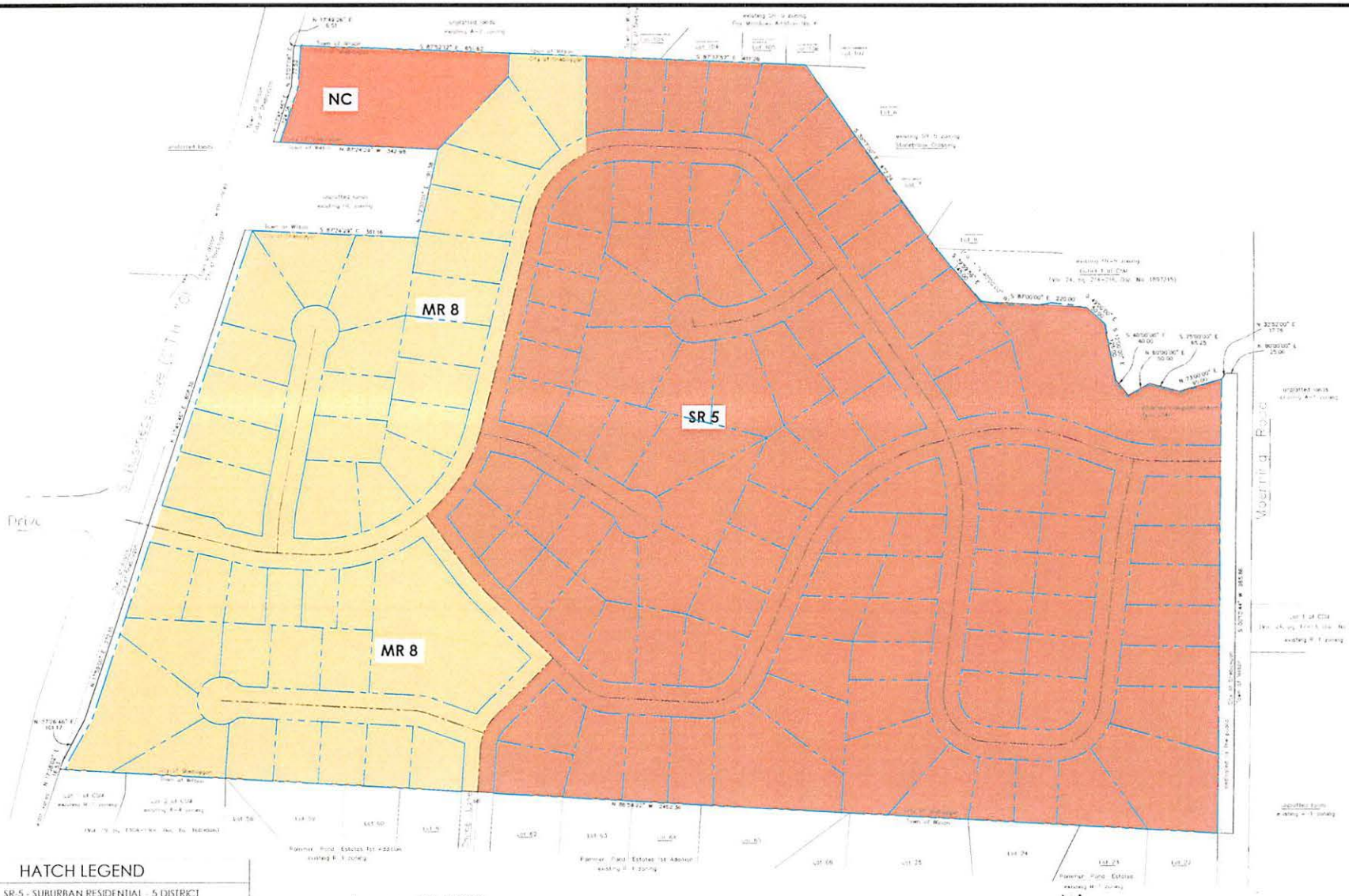
N

January 13, 2020

Location Map

Sheboygan, WI

ABACUS



HATCH LEGEND

- SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
- MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
- NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)

January 27, 2020

Proposed Zoning Map

Sheboygan, WI

SCALE: 1" = 200'

0 200 400

N

ABACUS ARCHITECTS

II

3.1

(copy)

R. O. No. 146 - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting an application from Robert Werner, Werner Homes, for a change in zoning classification of property located off of South Business Drive and Moenning Road as part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision.

CITY CLERK

City Plan

WERNER HOMES
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

January 14, 2020

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mayor Vandersteen, Common Council and City Plan Commission,

SUBJECT: Application for Amendment of Zoning Map

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully make application and petition the Common Council to amend the zoning map.

These parcels are currently in three zoning districts: SR-5 Suburban Residential, MR-8 Mixed Residential and NC Neighborhood Commercial. The proposed zoning change is to maintain the same three zoning districts, but to modify the boundaries to align with the proposed land development. While designing the development, we felt the best use for the land was to increase the amount of residential land while decreasing the amount of commercial land:

Zoning	Current*		Proposed*		Change*	
Residential	**58**	**Acres**	**66**	**Acres**	**+ 8**	**Acres**
SR-5	52	Acres	44	Acres	- 7.5	Acres
MR-8	6	Acres	22	Acres	+ 15.5	Acres
Commercial	**10**	**Acres**	**2**	**Acres**	**- 8**	**Acres**
Overall Parcel	**68**	**Acres**	**68**	**Acres**	**+/- 0.0**	**Acres**

** Acreage is approximated*

The proposed land development is for 135 lots with one NC Lot that is located between two existing commercial parcels with access from South Business Drive/County Highway OK and 134 Residential lots with up to 39 Twin House lots (two single family residences that are attached with MR-8 zoning) and 95 Single Family Detached Dwelling lots (with SR-5 zoning). These residential lots will be adjacent to existing residential subdivisions with Fox Meadows to the North and Rammer Ponds to the South and will create a contiguous residential neighborhood with similar densities. Additionally, there is a planned neighborhood park within the development. These parcels were designated for a combination of Single Family Residential and Community Mixed Use in the 2012 Comprehensive Plan Future Land Use Map and the planned development keeps with this usage.

We appreciate the City's consideration of this amendment to the zoning map to allow for the planned development.

Sincerely,

Robert J. Werner

President – Werner Homes

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Werner Homes PHONE NO.: (920) 458-4104

ADDRESS: 4539 S. Taylor Drive E-MAIL: bwerner@wernerhomes.com

OWNER OF SITE: Lee Realty of Sheboygan, Inc

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Refer to Legal Description

LEGAL DESCRIPTION: See Attached

PARCEL NO. 59281471031, 59281471051 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5

PROPOSED ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Agricultural

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Residential; Commercial

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? *This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries. This is not in a flood plain and wetland areas are remaining untouched with the addition of retention ponds to enhance stormwater management.*

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: *This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to residential demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries.*

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 adjacent parcels are residential to the North and South, along with commercial along the West. This proposed rezoning will maintain continuity with the adjacent parcels for both residential/commercial usage and density.*

Indicate reasons why the applicant believes the proposed map amendment is in

harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

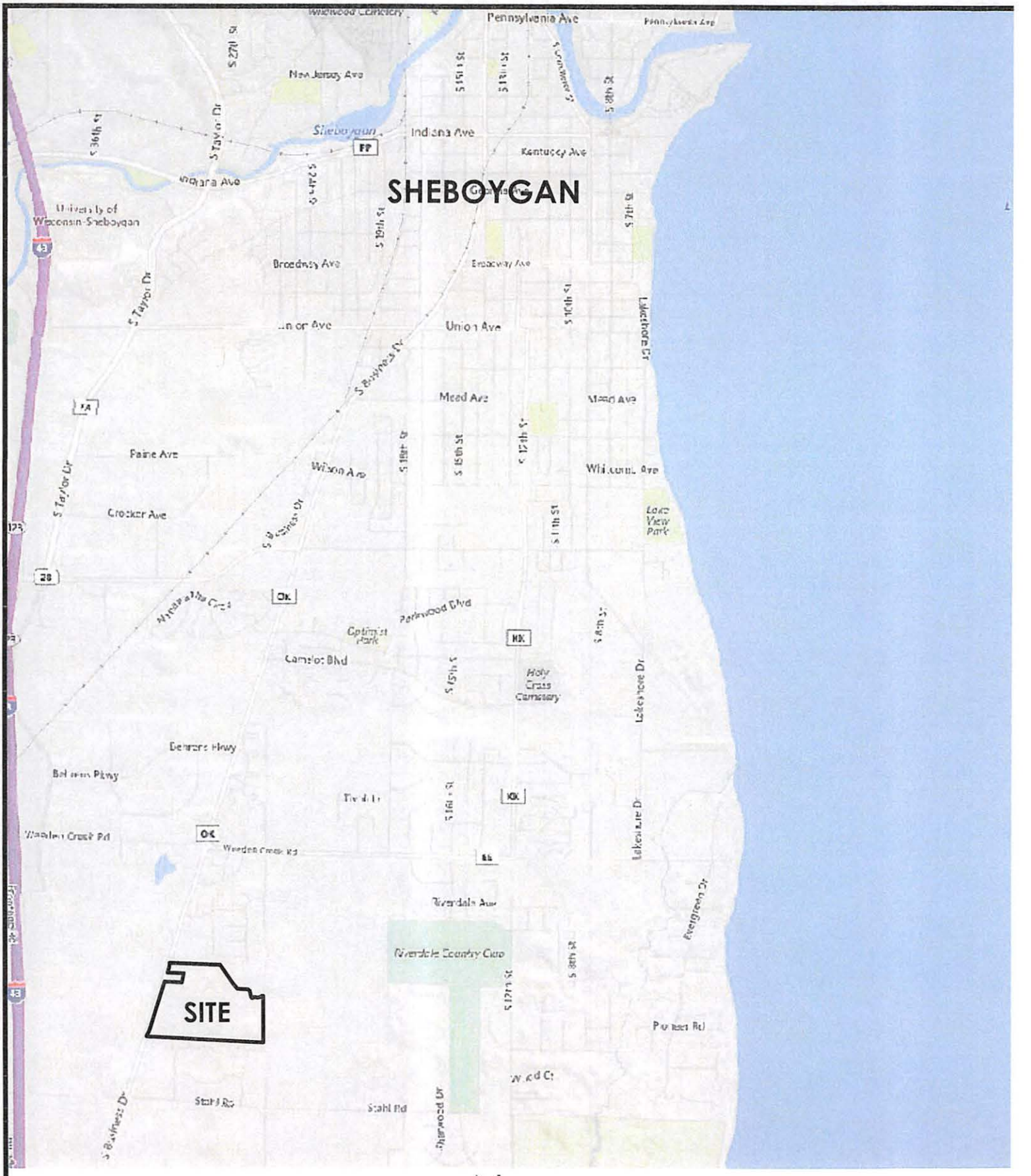
APPLICANT'S SIGNATURE	1/13/2020 **DATE**

Robert J. Werner - President
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.

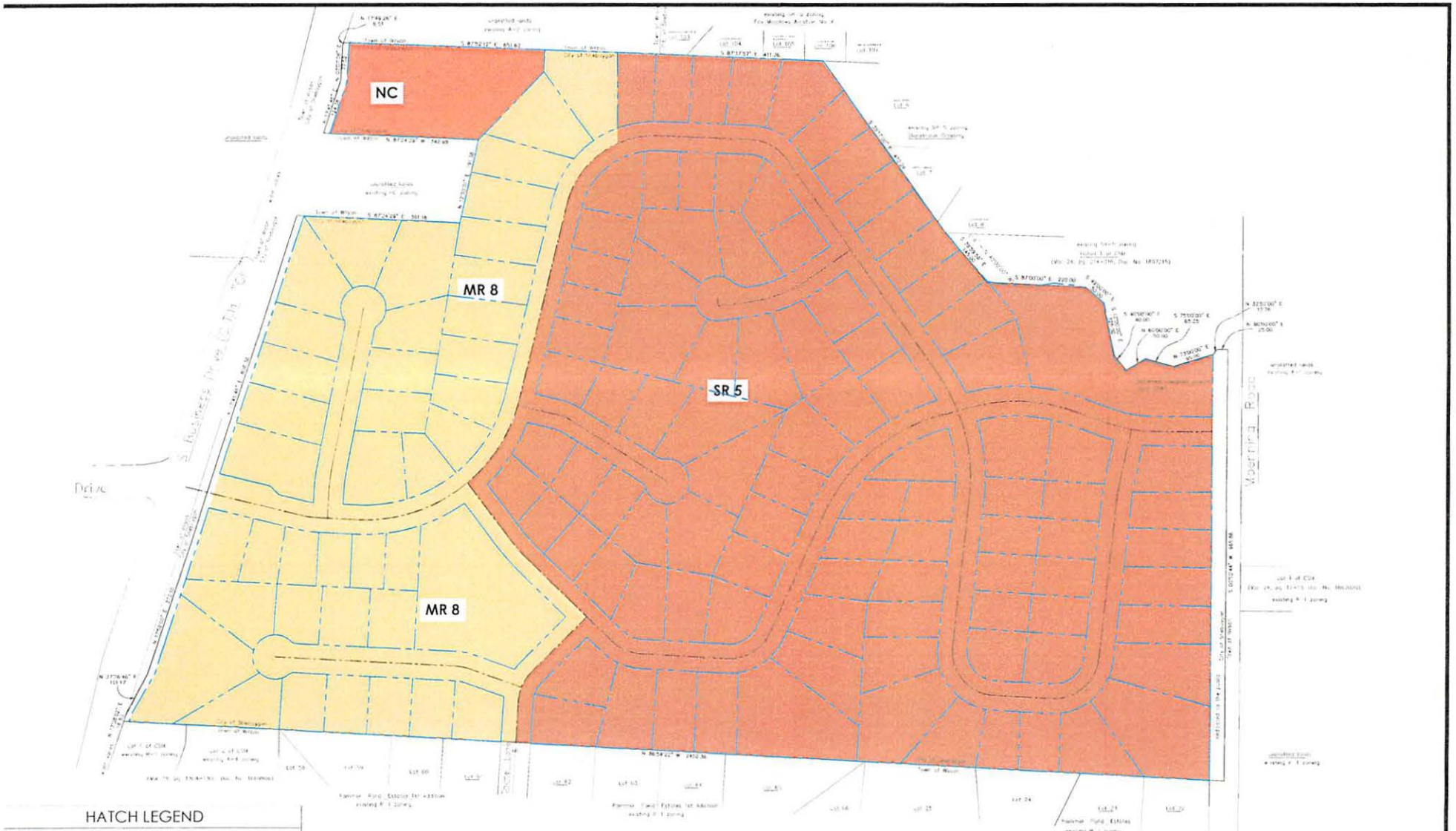


January 13, 2020

Location Map

N

ABACUS



HATCH LEGEND

- SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
- MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
- NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)

January 27, 2020

Proposed Zoning Map

Sheboygan, WI

SCALE: 1" = 200'

0 200 400

N

ABACUS ARCHITECTS

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 200121
License No: 0000
Date: 01/28/2020
Received By: MMD
Received From: WERNER HOMES
Memo: APPLICATION FOR REZONE STONEBROOK CROSSING
Method of Payment: $200.00 Check No. 28427
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. February 17, 2020.

Your Commission to whom was referred Gen. Ord. No. 45-19-20 by Alderpersons Bohren and Wolf and R. O. No. 146-19-20 by City Clerk requesting an ordinance amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South Business Drive (Parcel No. 59281471031 and Parcel No. 59281471051) from Class Suburban Residential (SR-5) and Class Neighborhood Commercial (NC) to Class Mixed Residential (MR-8) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 11, 2020, and after due consideration, recommends receiving and filing the copy of the R. O. and adopting the General Ordinance.

Lays over

_____
City Plan Commission

X

6.4

Gen. Ord. No. 45 - 19 - 20. By Alderpersons Bohren and Wolf.
February 3, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located off of South Business Drive (Parcel No. 59281471031 and Parcel No. 59281471051) from Class Suburban Residential (SR-5) and Class Neighborhood Commercial (NC) to Class Mixed Residential (MR-8) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) and Class Neighborhood Commercial (NC) to Class Mixed Residential (MR-8) Classification.

Property located off of South Business Drive (Parcel No. 59281471031 and Parcel No. 59281471051).

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 1264.49 feet to a point in the easterly extension of the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition, 1580.24 feet to the centerline of Chime Lane, being the point of beginning of lands herein described; thence continuing N 86°54'22" W, along said north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map recorded in Volume 19 on pages 130A-130E, as Document No. 1669866 and its easterly extension, 906.75 feet to the reference line of S. Business Drive (C.T.H. "OK"); thence N 17°59'00" E, along said reference line, 397.23 feet; thence N 17°45'46" E continuing along said reference line, 794.71 feet to the southwest corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deeds Office; thence S 87°24'29" E, along the south line of said lands described in Document No. 2033437 and along the

CityPlan

south line of lands described in Volume 1061, page 876-877, as Document No. 1157964, 412.97 feet to the southeast corner of said lands; thence N 12°30'01" E, along the east line of said lands described in Volume 1061 on pages 876-877, 191.38 feet to the northeast corner of said lands; thence N 43°37'36" E, 209.86 feet; thence N 02°22'03" E, 49.14 feet to a point in the south line of lands described in Document No. 2083381; thence S 87°52'12" E, along said south line of lands described in Document No. 2083381, 160.38 feet; thence S 00°10'23" E, 204.28 feet; thence southwesterly, along the arc of a curve to the left 182.42 feet, chord S 39°34'16" W 176.17 feet, curve radius 200.00 feet, delta 52°15'39"; thence S 13°26'27" W, 452.14 feet; thence southwesterly, along the arc of a curve to the right 220.98 feet, chord S 31°31'42" W 217.33 feet, curve radius 350.00 feet, delta 36°10'30"; thence S 36°33'34" E, 143.52 feet; thence southeasterly, along the arc of a curve to the left 80.52 feet, chord S 41°10'22" E 80.43 feet, curve radius 500.00 feet, delta 09°13'36"; thence S 45°47'10" E, 177.81 feet; thence S 44°12'50" W, at right angles, 176.61 feet; thence southwesterly, along the arc of a curve to the left 71.77 feet, chord S 23°39'14" W 70.24 feet, curve radius 100.00 feet, delta 41°07'12"; thence S 03°05'38" W, 91.13 feet to the point of beginning.

Containing 955,304 square feet (21.931 acres) more or less.

Note: This legal description contains lands lying within S. Business Drive (C.T.H. "OK") right of way

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

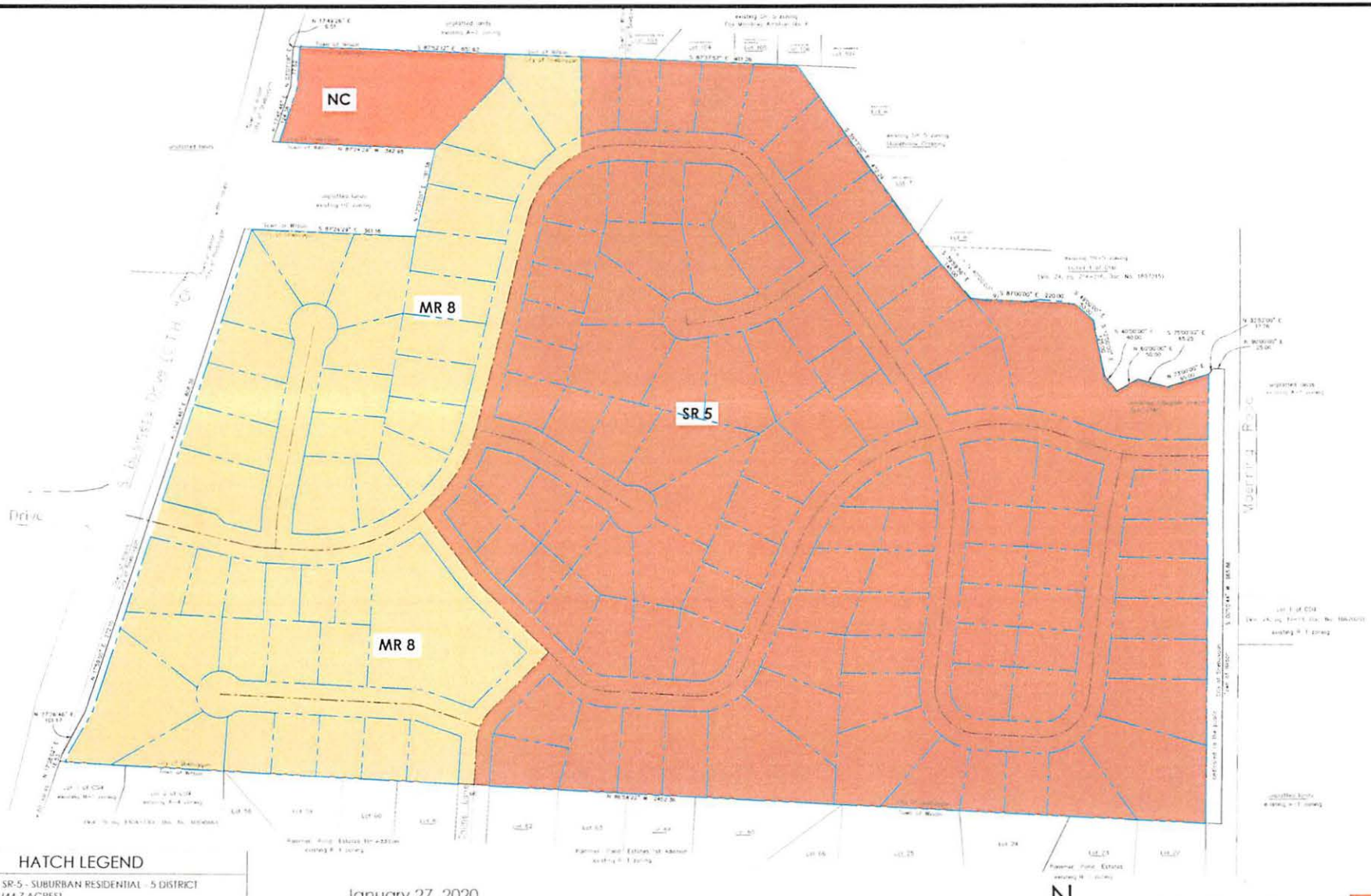
N

January 13, 2020

Location Map

Sheboygan, WI

ABACUS



HATCH LEGEND

- SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
- MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
- NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)

January 27, 2020

Proposed Zoning Map

Sheboygan, WI

SCALE: 1" = 200'

0 200 400

N

ABACUS ARCHITECTS

II

3.1

(copy)

R. O. No. 146 - 19 - 20. By CITY CLERK. February 3, 2020.

Submitting an application from Robert Werner, Werner Homes, for a change in zoning classification of property located off of South Business Drive and Moenning Road as part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision.

CITY CLERK

CityPlan

WERNER HOMES
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

January 14, 2020

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mayor Vandersteen, Common Council and City Plan Commission,

SUBJECT: Application for Amendment of Zoning Map

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully make application and petition the Common Council to amend the zoning map.

These parcels are currently in three zoning districts: SR-5 Suburban Residential, MR-8 Mixed Residential and NC Neighborhood Commercial. The proposed zoning change is to maintain the same three zoning districts, but to modify the boundaries to align with the proposed land development. While designing the development, we felt the best use for the land was to increase the amount of residential land while decreasing the amount of commercial land:

Zoning	Current*		Proposed*		Change*	
Residential	**58**	**Acres**	**66**	**Acres**	**+ 8**	**Acres**
SR-5	52	Acres	44	Acres	- 7.5	Acres
MR-8	6	Acres	22	Acres	+ 15.5	Acres
Commercial	**10**	**Acres**	**2**	**Acres**	**- 8**	**Acres**
Overall Parcel	**68**	**Acres**	**68**	**Acres**	**+/- 0.0**	**Acres**

** Acreage is approximated*

The proposed land development is for 135 lots with one NC Lot that is located between two existing commercial parcels with access from South Business Drive/County Highway OK and 134 Residential lots with up to 39 Twin House lots (two single family residences that are attached with MR-8 zoning) and 95 Single Family Detached Dwelling lots (with SR-5 zoning). These residential lots will be adjacent to existing residential subdivisions with Fox Meadows to the North and Rammer Ponds to the South and will create a contiguous residential neighborhood with similar densities. Additionally, there is a planned neighborhood park within the development. These parcels were designated for a combination of Single Family Residential and Community Mixed Use in the 2012 Comprehensive Plan Future Land Use Map and the planned development keeps with this usage.

We appreciate the City's consideration of this amendment to the zoning map to allow for the planned development.

Sincerely,

Robert J. Werner

President – Werner Homes

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Werner Homes PHONE NO.: (920) 458-4104

ADDRESS: 4539 S. Taylor Drive E-MAIL: bwerner@wernerhomes.com

OWNER OF SITE: Lee Realty of Sheboygan, Inc

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Refer to Legal Description

LEGAL DESCRIPTION: See Attached

PARCEL NO. 59281471031, 59281471051 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5

PROPOSED ZONING DISTRICT CLASSIFICATION: NC, MR-8, SR-5

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Agricultural

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Residential; Commercial

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? *This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries. This is not in a flood plain and wetland areas are remaining untouched with the addition of retention ponds to enhance stormwater management.*

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: *This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels. In planning and designing the best use and development for these parcels, it is desired to have a larger portion of the parcels to be used for residential due to residential demand and a smaller portion of the parcels to be used for commercial. This request is to have the same zoning classes on these parcels with revised boundaries.*

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 adjacent parcels are residential to the North and South, along with commercial along the West. This proposed rezoning will maintain continuity with the adjacent parcels for both residential/commercial usage and density.*

Indicate reasons why the applicant believes the proposed map amendment is in

harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

This proposed rezoning aligns with the 2011 Comprehensive Master Plan to have Residential and Community Mixed Use on these parcels.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

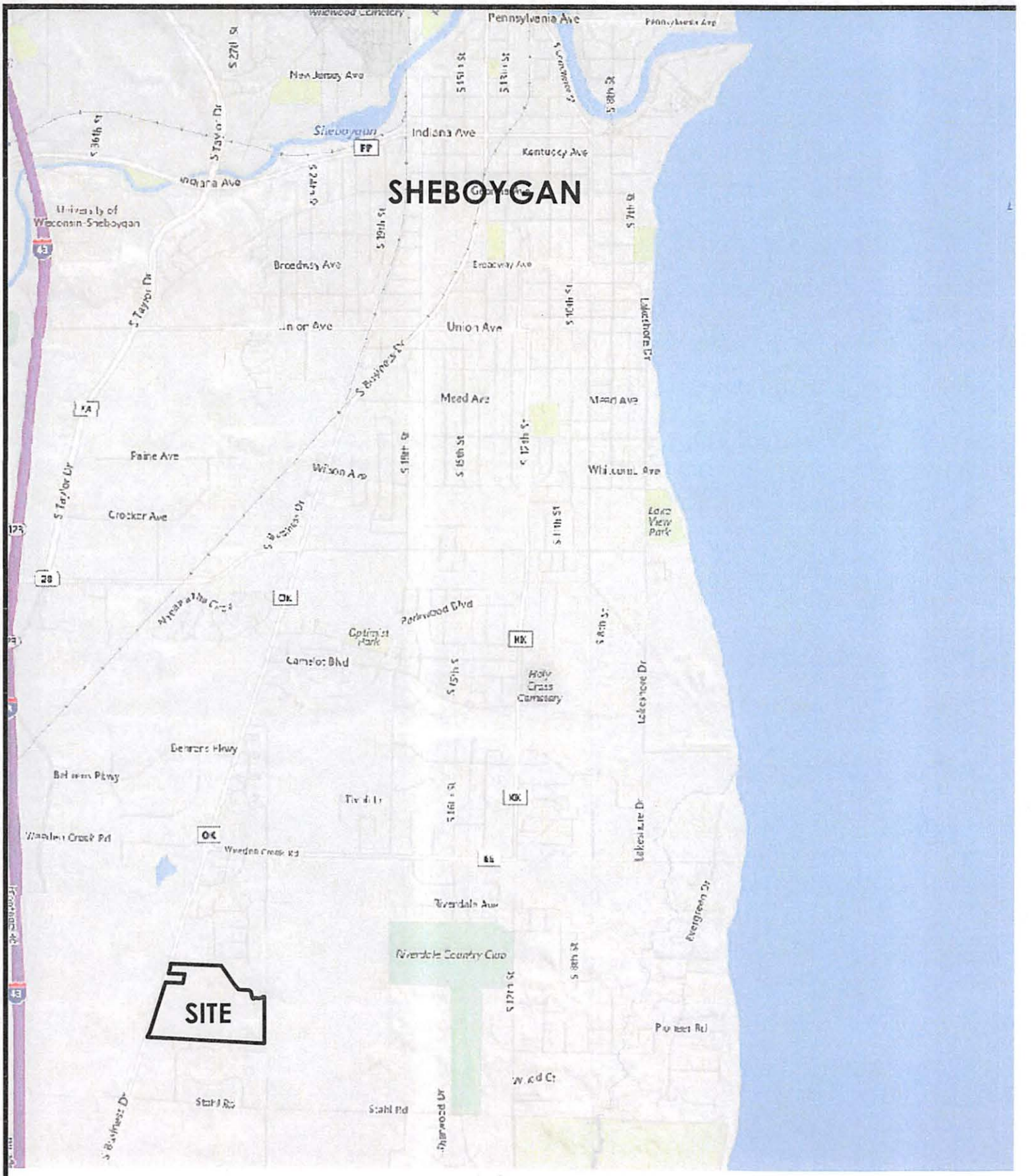
APPLICANT'S SIGNATURE	1/13/2020 **DATE**

Robert J. Werner - President
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.

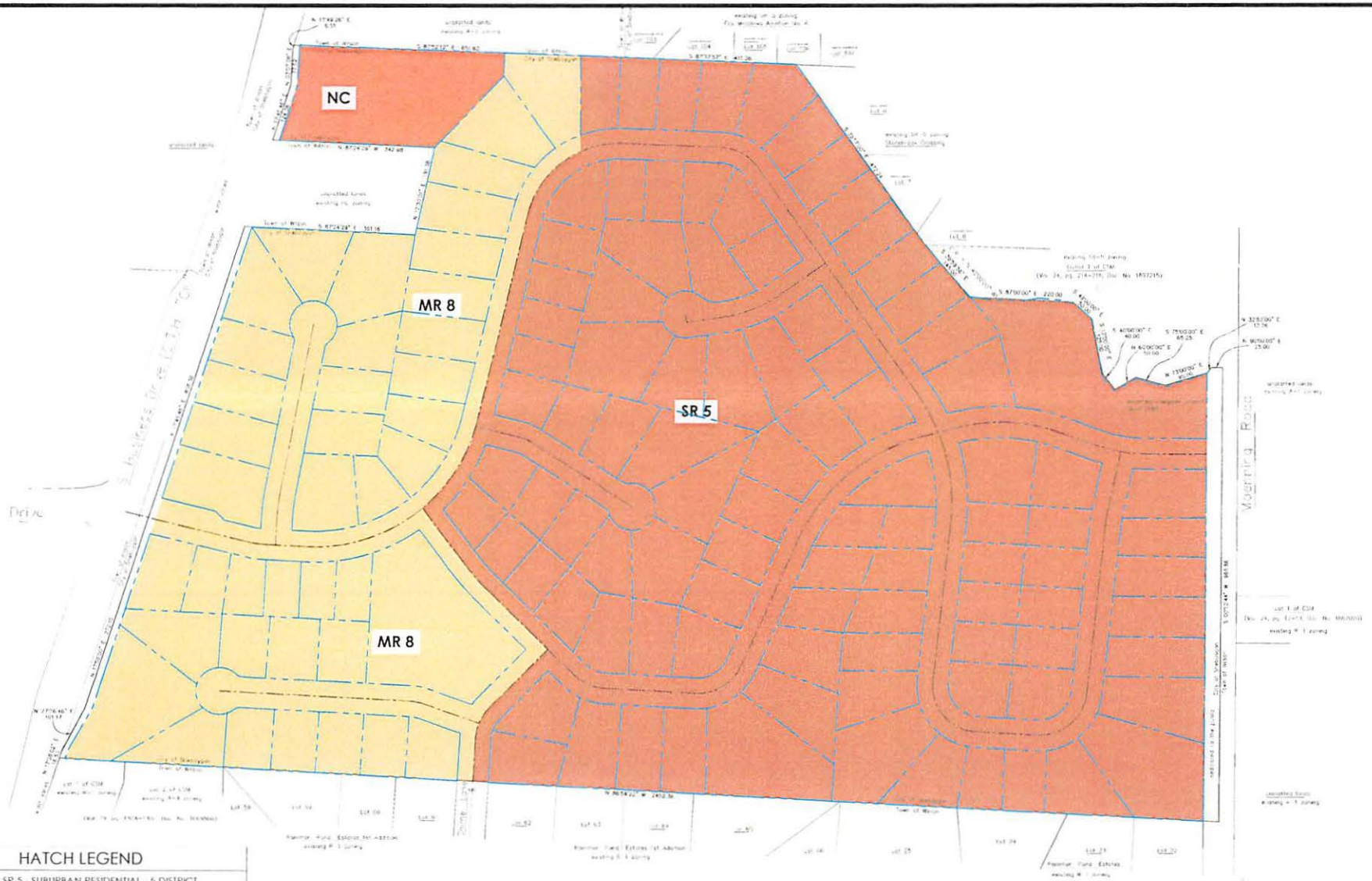


January 13, 2020

Location Map

N

ABACUS



HATCH LEGEND

- SR-5 - SUBURBAN RESIDENTIAL - 5 DISTRICT (44.7 ACRES)
- MR-8 - MIXED RESIDENTIAL - 8 DISTRICT (20.2 ACRES)
- NC - NEIGHBORHOOD COMMERCIAL DISTRICT (1.8 ACRES)

January 27, 2020

Proposed Zoning Map

Sheboygan, WI

SCALE: 1" = 200'

0 200 400

N

ABACUS ARCHITECTS

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 200121
License No: 0000
Date: 01/28/2020
Received By: MMD
Received From: WERNER HOMES
Memo: APPLICATION FOR REZONE STONEBROOK CROSSING
Method of Payment: $200.00 Check No. 28427
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. _____ - 19 - 20. By FINANCE DIRECTOR. February 17, 2020.

Submitting the Operational and Organizational Assessment report dated February 7, 2020 with regard to the City of Sheboygan Finance and Human Resources Departments which was prepared by CliftonLarsonAllen LLP ("CLA") pursuant to Res. No. 206-18-19 adopted on April 15, 2019.

_____
Finance Director

Finance + Personnel

February 7, 2020

Operational and organizational assessment

CITY OF SHEBOYGAN –

FINANCE & HUMAN RESOURCES DEPARTMENTS

Prepared by:

Bill Judd, MBA,
Senior Director, Wisconsin Client Leader
Consulting & Accounting Solutions Team
10401 West Innovation Drive
Milwaukee, WI 53226
bill.judd@CLAconnect.com
262-370-4423

Bryan Grunewald, CPA,
Principal, State and Local Government
712 Riverfront Drive
Sheboygan, WI 53081
bryan.grunewald@CLAconnect.com
920-803-3147

Joan Scholz, CPA, Engagement Director
joan.scholz@CLAconnect.com

Mike Panas, CPA, Lead Consultant
mike.panas@CLAconnect.com

Thomas Schultz, PHR, SHRM-CP, HR Consultant
thomas.schulz@CLAconnect.com

CLA (CliftonLarsonAllen LLP)
712 Riverfront Drive, Suite 301
Sheboygan, WI 53081-4631
920-458-0341 | fax 920-458-8974
CLAconnect.com

February 7, 2020

Mr. Marty Halverson
Finance Director
City of Sheboygan, Wisconsin
828 Center Avenue
Sheboygan, WI 53081

Dear Marty,

On behalf of CliftonLarsonAllen LLP ("CLA") and the members of our client service team, we are pleased to present our report on the Organizational and Operational Assessment performed for the City of Sheboygan, Finance and Human Resources Departments. We have captured observations and developed recommendations that we feel will enhance the organizational structure as well as improve operational effectiveness and efficiency of the departments, including control enhancements, resource optimization, and role modifications/enhancements to ensure appropriate reporting of financial information.

We appreciate this opportunity to serve you. Per CLA leading practices, this report is a draft and will not be considered final until you have had the opportunity to review and provide feedback. Subsequent to your review, we welcome the opportunity for a collaborative discussion in working to a final report.

Sincerely,

Bill Judd, MBA
Senior Director, Client Services
262-370-4423
bill.judd@CLAconnect.com

Table of Contents

Project Background and Scope

CLA performed an Operational and Organizational Assessment for the City of Sheboygan Finance and Human Resources Departments.

The scope of services encompassed performing an Operational and Organizational Assessment. Specific assessment activities included:

- Review and assess the organization structure and operational practices.
- Review and assess the efficiency of department operations in relation to staffing.
- Review and assess process workflow and process information flow within and outside the Finance and Human Resources Departments.
- Evaluate key processes to determine overall effectiveness and identify risks/controls including Segregation of Duties and Delegation of Authority.
- Review and assess Process Documentation and Policies and Procedures.
- Develop recommendations that will enhance the organizational structure and operations.

In conjunction with the review, interview discussions were held with personnel within Finance, Human Resources and other key stakeholders within the city who interact with those departments.

Substantive testing and detail review procedures were not performed as part of this review. The items identified are based solely on discussions with key stakeholders.

Description of Work Performed

Interviews were conducted with the below indicated personnel. The individuals represented from the Finance, Human Resources Departments and other key stakeholders within the city, which included:

1.	Darrell Hofland	City Administrator
2.	Marty Halverson	Finance Director
3.	Bernard Rammer	Purchasing Agent
4.	Sandy Diener	Accounts Payable Clerk
5.	Doris Ramminger	Accountant
6.	Tou Lee	Accountant – Finance and Human Resources
7.	Stacey Strittmater	Senior Accountant
8.	Laurie Suhrke	Analyst/Auditor
9.	Dawn Repinski	Cashier/ Administrative Assistant
10.	Sandy Rohrick	Human Resources Director
11.	Jenny Lawrence	Benefits Administrator
12.	Sandy Halvorsen	Payroll Administrator
13.	Eric Bushman	Information Technology Director
14.	Bob Bluske	Information Technology Business Analyst
15.	Melissa Ness	Human Resources Generalist
16.	Carrie Arenz	Assistant to the City Administrator

Interview Responses

Discussions were open and candid with the Interviewees. We felt that the interviewee responses were forthright and that responses were neither guarded nor circumspect during the discussions. The goal was to identify trends and themes verses capturing specific statements from individuals.

The interview discussions covered many topics, functions, areas as it concerned or related to the Finance and Human Resources Departments and/or their interactions with such, along with input regarding overall City of Sheboygan observations.

Summary of Observations

CLA identified the following, based on the interview response information obtained and client data supplied. The observations and related opportunities for improvement relate to people, process, and policy. The observations are listed by similar area or type and not in an order of perceived priority and risk.

No substantive testing or independent validation was performed regarding the observations indicated.

Observations - Organizational Assessment:

The organizational assessment included reviewing and assessing the Finance and Human Resources departments' organizational structure and practices in relation to the departments' strategic plans, roles and responsibilities, services provided, staffing levels, and workload. The review and analysis included items such as training, cross-training, succession planning, resource utilization and alignment and role modifications or enhancements.

In general, our assessment brought to light items that exist within the City organizations that may not be optimal but which are not unable to be "fixed/corrected". Some of the observations are systemic of underlying practices that have carried forward for what appears to be a number of years. Addressing the underlying issues along with establishing a plan to work forward on the items addressed within the Finance and Human Resources Departments will help to establish a sustainable, efficient, and growing departmental culture into the future.

Overall:

There appears to be a lack of accountability to the Finance and Human Resources Departments at the city. Departments do not process items timely including approval of employee time for processing by payroll, properly informing Human Resources and payroll of date/time of terminations of employees, dragging their feet on budget preparations, and having a habit of bringing all things "numbers" to the finance department to have it done for them. Employees are not being held responsible for the "numbers" parts of their jobs. The executive management of the City is also not holding the departments accountable for their finances by not requiring a monthly close process and monthly financial generation with accountability of budget to actual. Ultimately, the Common Council is not holding the city employees accountable throughout the year for the financial operations (revenue and expenses) of the city, and an underlying duty of stewarding the tax dollars of the entire community.

Recommendation:
Common Council and executive management need to hold the city employees accountable specifically as it relates to finances. Managers/ supervisors that are getting paid to be the supervisor need to be held responsible for the required duty of approving their employee hours by the processing deadline date. Time and expenses are wasted trying to track down supervisors for approvals creating inefficient and stressed payroll processing which can result in errors. Budgets need to be created timely within the budgeting process. Review and analysis of budget to actual expenses needs to be performed on a systematic basis starting with the distribution/availability of monthly financial reports. Finally, the executive management needs to push for the migration to and use of the integrated MUNIS system from the AS400 system that is still in use after 10 years of the MUNIS system being in place. The desire of the executive management to set the example to the entire organization of a "new decade approach" regarding the fiscally responsible and accountable leadership and management style would be able to be cascaded throughout the City's departments and will result in a much more cohesive and responsive management team and style.

Another planning and management tool that should be more fully utilized is the Strategic Plan for the overall city. The first and current strategic plan is for 2017-2021 and has been updated for 2019-20 goals. Ideally this plan would act as a guide and roadmap to reach the goals that the city establishes. All departments should develop a departmental strategic plan with the roadmap of how their department will work to achieve their goals which allows the city to reach its strategic plans. It was noted that numerous statistical data goals are being established each year and progress/ achievement reported. The development of a strategic plan and the related department strategic plan goals will give the Common Council, management, and employees a resource to look to for guidance in daily operations as well as toward long term goals and achievements. Ongoing reference to and use of the departmental strategic plans will help the City to properly use the strategic plan as the roadmap that it is designed to be to accomplish the overall goals of the City.

Finance Department:

Culture. The culture within the Finance Department reflects the type of leadership and level of direction and accountability that it had experienced for numerous years under previous management.

The previous Finance Director controlled just about every detail and aspect of the city. She prepared and posted all journal entries (with little or no supporting documents), handled all the cash and investment reconciliations, a vast majority of the budgeting process, and typically overtook tasks of her employees versus delegating tasks out to the staff. Many departments looked to the Finance Director to take care of anything and everything, which she did. This created a dependency and lack of ownership within the department itself and the city as a whole. It appears that little or nothing was pushed down or delegated to any of the Finance Department team to process or handle. This micro-managing, controlling management style has resulted in little or no Segregation of Duties, very few written Policies & Procedures, and minimal Delegation of Authority on the ERP system (MUNIS). Additionally, this management style led to accepting the status quo on the tasks that the other Finance Department employees were responsible for and creating an attitude of "someone else will do it, it's not my responsibility" and no drive to go "above and beyond" for any issue.

While new management has been in place for over a year now, the attitude and style of the old management still can be felt in the daily operations of the department. The department lacks a sense of purpose, ability to or willingness to collaborate, a willingness to "step out of the box" and try a new idea, to "take the bull by the horns" and attack a new way of doing something or overcoming an existing issue. The employees appear to like and want changes but they do not know what to do with the opportunities to make changes when given them. They appear to be receptive to certain changes and actually want them but they do not know how to react when given the change due to the years of micro-management and lack of ability to ask questions and receive guidance on those questions. The results are task oriented, specific duty focused employees that work with each other when necessary, but not collaboratively. This is evident in the lack of integrated processes, incomplete technology utilization and collegial integration across the team. References to tasks not being "my job" exist while there is an overriding belief that they are not overwhelmed with daily tasks. Due to this laid back attitude it is hard to determine if there is a true lack of staffing or a lack of staff willing to step up and take on more responsibility and streamline existing work and tasks. Individually, the team appears competent and capable of doing their structured current daily tasks but it is unclear as to if they will be able to step up to move forward to meet the future needs of the city. The new management had success in the hiring of a Senior Accountant, who unfortunately has moved on, but showed that there is a need to have both new and existing employees have a desire to pick up new tasks along with their daily tasks in order for the Finance Department to accomplish its identified "Tasks to Accomplish List". Currently, the tenured management employees have not been pro-active in taking on new tasks "on top of" their existing tasks. While they may be willing to work on a task, it appears that they let their normal tasks slide until the new task is complete. This appears to be more of a mis-prioritization of time and necessary duties than a lack of available time. New management hires have been very pro-active in stepping up to address needs on the task list. Current management may need to attach performance plan goals to the tasks on the task list and stress the "consequences" of not meeting goals. It appears that an incentive for employees to step-up to new expected department strategic plans may need to be put in place to encourage the desired behavior. That incentive for a desired behavior may be that non-achieving of the tasks and goals is not acceptable on a long term basis. Finance management will need to have the executive management team backing and in agreement with any hard line action taken to encourage all employees to actively strive to continuously work towards making the department stronger.

At the present time, there is a clear lack of cohesiveness between the teams, both within the individual departments and the interdepartments of Finance and Human Resources. It appears that some of the divisiveness is perceptions of co-workers not having equal workloads to accomplish and being at different pay grades due to length of time with the organization, not necessarily type of position or job performance. There also appears to be personality conflicts that then result. Perhaps some ways to help to mitigate these conflicts is to do a couple of fun team building activities (a community project like adopt a family or child for a holiday, a white elephant gift exchange for the holiday, a sports team themed day, or a themed food day), offering options for training / cross-training (give options for things that interest them to cross-train in as long as there is not a Segregation of Duties issue and offer general excel and word class training), work with Human Resources to aggressively attack the item noted within this report regarding standardizing job descriptions and pay rate-salary levels analysis working towards less emotionally charged titles and pay ranges. We received the following quote during interviews, "We could be a really good team...we could...but too much animosity."

Ultimately, the Finance Department will need to be structured with people capable and willing to advance forward with learning new technologies and methods of accomplishing the work that needs to be done. Six full time employees within this area along with the part-time purchasing officer should be able to operate the city's Finance Department in an efficient and non-overburdened manner if all the employees are carrying fairly equal work loads. For those employees that do not want to address and embrace the needed changes, they may need to simply be terminated or offered early retirement, if eligible.

Recommendation:

The finance team needs to be incentivized to step-up to the new expectations of the department and its "Tasks to Accomplish List" and departmental strategic goals. Management may need to attach specific goals and due dates to employee performance review plans. The consequences and outcome of not achieving the goals should be clearly defined and stressed. Management will need to have the backing of executive management with any hard line action that may have to be taken in an effort to strengthen the overall department.

The finance team would be stronger if they worked together as a cohesive group toward their department goals. While each person has specific job responsibilities and duties, the group appears to function in silos and not as a collaborative group. Management should strive to build stronger relationships by scheduling periodic department events that require the individuals to get to know each other in roles outside of the job position duties they perform. External team building exercises/activities, a group activity to help a specific community cause, or a "department food day theme" are ways to promote the learning of the employee as a whole and creates bonding that may not be able to be established during a routine work day environment. When employees get to know each other in a non-work environment, a more cohesive and collaborative work relationship can begin to grow and positively affect the daily office atmosphere.

Human Resources Department:

Culture. The culture within the Human Resources Department reflects the level of leadership and direction and accountability it has received. The team lacks the alignment of purpose and collaboration that it appears capable of receiving. The result is professional silos that work with each other when necessary, but not collaboratively. This is evident in the lack of integrated processes, incomplete technology utilization and collegial integration across the team. References to tasks not being "my job" exist while there is an overriding belief that they are overwhelmed with tasks and lack adequate staffing resources. Individually, the team appears competent and capable of meeting the needs of the city – yet lack the leadership to galvanize it as a resource. Several processes are in development, yet there does not appear to be an overriding urgency to their development and as a result, they evolve as time allows. The current large cubicle area of the department does not allow for any level of privacy or noise reduction. This is leading to unnecessary distractions and inefficiencies.

Recommendation:

The team needs sound, present, ongoing leadership. Individuals need clarity around where and how they should focus their efforts with the expectation that regular intra- and inter-departmental collaboration is a non-negotiable.

The team needs to be challenged to "raise their game" and take the initiative that aligns with their collective and individual experience. Individual meetings should be used to engage incumbents on the near-term priorities and mid-term focus areas that will contribute to the success of both themselves personally and others relying on them.

The physical layout of the room should include the use of some form of room dividers or slightly higher cubicle divider walls to help eliminate the noise distractions.

Operational Assessment:

The operational assessment included reviewing and assessing efficiency of the Finance and Human Resources Departments' operations in relation to staffing, staff competencies, training needs, schedules and productivity. Department process documentation, policies and procedures, key system capabilities, efficiency of flow and analysis, and cross-departmental collaboration are activities that were considered, reviewed, and analyzed during the assessment.

During the assessment, it was noted that the City has had some recent operational "wins" including:

- 2019 marked the first year using the budgeting system with MUNIS. It worked great despite the first year learning curve issues that were encountered. Management is optimistic that the process should be better for the 2020 budget process.
- Budgeting Position Control was implemented during the 2019 budgeting process and it was reported to have "helped a lot".
- Employees are allowed and have been attending training and conferences related to their areas of work with proper request documentation and available budget funds.
- There has been collaboration with other municipalities that use the same software programs. The Human Resources Department has been working with Sheboygan County on NEOGOV software. The Finance and Human Resources Departments have been contacting and working with other municipalities that use the same MUNIS software and collaborating with current and former employees of other municipalities that have experience with the software for troubleshooting and general operational improvements or sharing of ideas.
- The City of Sheboygan and Sheboygan County have collaborated and share the Purchasing Agent employee. This allows both entities to have cost savings and work collaboratively on pricing strategies and discounts/rebates/gross purchase sales deals offered by vendors. Only one other county sharing of a purchasing agent in Wisconsin is known.
- Use of the State of Wisconsin "used good disposal" site for the disposal of the City's fixed assets. The on-line auction site, which removes the tax reporting and other obstacles of disposing of assets, makes more money on the surplus or disposal of items than has ever been received before.

The existence of the operational "wins" in the recent past will help the City to embrace the following items which may not be operating as effectively or efficiently as would be beneficial for the City. These observations are not in a specific priority, rather they are grouped by similar topic to aid in looking at an entire area and addressing the needs found.

Information Technology and Systems

ITS-1. ERP (MUNIS) System:

The current ERP system, MUNIS, is not meeting all the current needs of the city. The system was implemented ten years ago however, not all of the modules that were purchased with the system have been brought on board and used on an on-going basis. Some modules were initially implemented and tested but never actually used. Certain processes are still being run on the old AS400 system which is still in use and maintained. The continued operation of two systems by the city is inefficient from both a time and expense viewpoint.

Recommendation:
The City needs to perform a detailed analysis of what needs to be done to migrate the remaining AS400 systems off that platform and onto MUNIS or a separate integrated software. It appears that as few as 5 -10 processes are on still on the AS400. The migration plan should be strategized in order to be off the old system in less than 3 years, preferably 1-2 years. Processes that can migrate directly onto MUNIS modules that are currently owned should be addressed first. Processes for which MUNIS has a system which may not have been purchased should be reviewed for pricing and functionality. If outside software needs to be obtained to cover shortfalls in the MUNIS functionality, third party vendors should be discussed in order to maximize use of a vendor software to its fullest capacity and covering as many system needs of the City as possible. The City should strive to maintain a low amount of external software integrations into the MUNIS system to create on-going efficiencies related to system upgrades and integration changes. Leading practices would be to create a cross-organizational project "AS400 Sunset" team that can work collaboratively to determine and meet the needs of the users and the City. This project team would be responsible for the analysis, timelines, prioritization and overall assessment of the progress of the various integrations off and sunset of the AS400.

Additionally, the impending retirement of the current Information Technology personnel that know both AS400 and MUNIS creates an urgency that needs to be considered in the migration process. The ability to find capable AS400 programmers is becoming harder as those programmers are no longer in the work force.

ITS-2. MUNIS System for Human Resources:

The MUNIS system has the capabilities to flow Human Resources data to the payroll area when the systems are properly interfaced and the data is properly entered into Human Resources module. Currently, the information does not flow smoothly between the different working module areas of the software.

It was also noted that while certain parts of the Human Resources module within MUNIS is being used, there are many more "modules/facets" which could be used which would move items from paper to electronic formats creating efficiencies.

Recommendation:
It is suggested that the Human Resources department, Information Technology Department and MUNIS work to properly interface data so that it flows to all the proper areas where it needs to reside. Proper implementation and routing of system data to other modules saves time, creates efficiencies, and reduces manual re-keying errors. The full HR MUNIS offering should be discussed during this process in order to evaluate additional "facets" of the system that the City has and owns but which has not yet been brought on-line. Continued implementation of other modules creates further savings and robust use of items that exist in the system to help the user obtain an integrated efficient system and work environment.

ITS-3. MUNIS Customer Service:

MUNIS is reported to have a good Customer Support Center that is available to all city MUNIS users as part of the City's contract.

Recommendation:
The MUNIS customer support contact information should be shared with employees and available on any internal portal or help desk. Employees should be encouraged to call the MUNIS help desk at the start of a problem as the first step versus immediately involving the Information Technology department. In many cases the MUNIS customer support can handle the issue. When customer support is contacted and able to quickly assess and mitigate issues that occur, the user is more efficient in their activities and the Information Technology personnel are not interrupted which creates more efficient performance of their duties since not involved in the minor issues.

ITS-4. Information Technology Department:

It was noted that in many instances, the Information Technology Department is not being brought into discussions involving system process changes or issues at the beginning of discussions. Not including the Information Technology Department in system related issues can be inefficient from a cost/expense and time management viewpoint.

Recommendation:
Integrated systems require on-going collaboration and inclusion of all vested parties in order to create optimal process improvement. The Information Technology Department should be one of the first departments contacted in almost all instances where processes or change with any system is involved. It is recommended to improve the planning process to insure that all key stakeholders are invited early into planning processes. Perhaps a MUNIS team leaders group, which includes key "super-user" representatives of the various systems could be put in place to be the first step in system or process change discussions.

ITS-5. MUNIS Workflows:

The Finance and Human Resources Departments should work with the Information Technology Department to create as much system workflow as can be allowed both intra-and inter- departmental

within the system. These workflows should not be allowed to be circumvented due to lack of accountability or poor planning by those within the workflow. Workflows that have been put in place are frequently circumvented or simply not used even after training on how to use the workflow has occurred. This blatant disregard for job duties should not be tolerated since it creates numerous inefficiencies and subsequently frustration, wasted time, and resentment within those having to incur extra work as the result.

Recommendation:
City executive management need to be made aware of instances where system processes and procedures were blatantly disregarded and the consequences that ensued for other workers as a result of the in-process procedural controls. If the same individuals are circumventing the controls, the City executive management needs to have a discussion with the individual(s) stressing the importance of all employees performing and being held accountable to the work required within their job. It should be stressed that continued disregard for processes and procedures in place will result in termination. If this is the case, there may come a time when the unpleasant task may need to take place and the example set for the expectation to follow the processes that have been developed.

Accounts Payable

AP-1. Purchase Order (PO) Process/Spend Approval:

There is a policy in place that requires a purchase order for items over $850. It was noted by various employees that the purchase orders are not being properly created and approved prior to the actual purchase of the goods/service. It was noted that most purchase orders are created after the actual invoice has been received.

Without pre-approval for purchases, employees may commit City funds inappropriately which may not be in line with the budget, strategic plan, or mission of the City. In the event of unauthorized spend the City may have limited recourse as the approval occurs after the funds have been committed and goods or services received.

In addition, the monetary limits for approval requirements are not all in written format but reside with the Accounts Payable (AP) clerk's expert knowledge. The risk is that if the accounts payable clerk was not available, the knowledge would not be retained by the Organization and the approval requirements not enforced. The risk is that City funds could be spent inappropriately and not easily detected.

Recommendation:
<u>Approval</u>
A monetary authorization policy/matrix should be created and stored on a central repository that all employees have access to. This policy would define who must approve certain types of expenses and dollar amounts of spend. It would also define delegation procedures in the event the approver was unavailable or out of the office.

<u>Use of Purchase Orders (PO's)</u>
The City should implement/enforce the use of a purchase order system for creating front-end approval, which takes place prior to committing the City's funds. A policy should be created to

outline when the use of a purchase order is required versus a back-end invoice approval. If the invoice matches the purchase order and delivery confirmation (2 or 3-way match) then no further approval at the invoice level would be necessary. Acceptable tolerances on price and quantity variances will need to be defined and when a 2-way or 3-way match is required prior to payment.

AP-2. Accounts Payable Approvals:

The Senior Accountant position has a large majority of the final payment approval of the Accounts Payable check payments. While this process is not inherently incorrect, stronger controls and best practices would require large dollar items to have upper management approval prior to release of funds.

Recommendation:

The processing of payments to vendors needs to have various approvals in place for internal control and fraud prevention. Invoices should be signed off by the respective department and level or approver as authorized in a "Payment Approval Policy". Once approved, the invoice can be entered into the system (or entered into the system and routed via an established approval workflow) to the accounts payable payment area. The accounts payable payment process should include a pre-cursor review that all required data is included and accurate. Once complete, the actual payment may be generated. The payment should be approved by a Finance Department personnel prior to release of the payment. For control purposes, large dollar threshold items (determine a limit, perhaps $10,000) should include a second approval by either the Director of Finance or the City Administrator. Inclusion of various approvers in the process creates better internal controls, increases fraud prevention, and proper delegation of authority within the organization.

AP-3. Accounts Payable Decentralization:

In 2019, the City moved from a Finance Department centralized accounts payable methodology to a decentralized methodology where invoices are entered into the system by each city department. While the decentralized methodology may result in less data entry in the finance accounts payable area, the decentralized methodology should be reviewed to determine if the desired results of less errors and fewer "rush" payments have resulted.

Recommendation:

The processing of invoices within an accounts payable system have been moving to a centralized accounts payable process for payments and a decentralized process relating to department purchase orders, PO approvals, and invoice approvals. A decentralized payment process of invoices results in a largely increased number of "payment process experts" in the system. With the increase of "input" employees, more time may be spent in the final review within the finance area related to account string and department approval. The decentralized nature requires more training time for more employees and a higher amount of re-training as employees in the departments change. A review of the decentralized methodology is recommended and if not creating efficiencies and fewer "rush" payments, the continuation of the decentralized should be discussed and potentially reversed back to a centralized processing.

AP-4. Accounts Payable – Pro-rating of Invoice charges:

It was noted that delays and confusion result from the pro-rating of charges on an invoice prior to final receipt of all items ordered.

Recommendation:
Invoices from vendors should be properly verified for actual receipt of the goods and services order via a shipping/receiving receipt. Any shortages and backorders of items should be properly documented on the receiving receipt. If invoices have orders from numerous departments, care should be made when entering and assigning the purchases to the account string in the system. If a large quantity of a product is entered and then allocated out to numerous other departments, leading practices would have the entire receipt and payment of the product into a single department. A subsequent allocation of the pro-rated amount to other departments can occur as the goods are physically allocated via a journal entry. Post receipt allocation of items aids in more efficient processing of the invoices and less confusion and timelier processing of individual invoice line items, specifically if a backorder of the original purchase occurs.

AP-5. Accounts Payable Vendor Approval:

While some procedures occur when it comes to new vendors in the accounts payable area, it appears that they may not always be fully followed or carried out on every new vendor. It is also not known if the new vendors are reviewed on a consistent basis by the appropriate level of management.

Recommendation:
There should be a formal written procedure regarding the steps to accept and enter a new vendor into the system. This procedure should include as a final step, a documented approval of new vendors by the Finance Director on a regular basis, either with each check run, weekly, or monthly. The approved new vendor list with name and Employer Identification Number (EIN #) should be maintained by the approver for use in the audit and per the document retention schedule in place.

AP-6. Accounts Payable Vendor and Group Consortium Lists:

The City has various discount and group purchase agreements available to them. These lists do not really exist outside of the Finance area and the ability to take full advantage of the offerings is not always known by employees.

Recommendation:
The Purchasing and Accounts Payable Department personnel should work together to create a list of all vendors used in the last 12-18 months which have a discount for municipalities or are in the municipality's group consortium pricing lists. This list should then be shared with all departments and existing managers and kept in a shared policy and procedures area. The Human Resources Department could include this list as part of the on-boarding of new employee process, especially to new managers.

AP-7. Vendor Open Accounts charge details:

The City has open charge accounts at a few local businesses where employees can charge purchases and the vendor bills the City on a regular basis (i.e. weekly, monthly). While this arrangement may be a time

savings for the City employee on the front end, time is wasted each billing cycle when accounts payable tries to match up charges to the departments. It is also unclear whether the original receipts of the purchases are properly submitted for attachment to the original vendor invoice.

Recommendation:
The City could reduce accounts payable processing time by closing the "open accounts" at stores such as Menards and Home Depot and require the purchases to be made on the already issued department P-cards. This would reduce the time spent trying to allocate the monthly "open account" charges to the appropriate department, time spent during the cycle on the original receipt collection, and the potential of employee fraud on purchases that may not be for City purposes.

AP-8. Fleet Gas Card with Kwik Trip:

The City's fleet gas card with Kwik Trip allows for quick and efficient gas purchases for city vehicles as well as a streamlined billing process. The City is given an invoice (an electronic invoice is available) to streamline the process. The City requires the original purchase receipts to be submitted for all purchases prior to payment. This requirement may delay payment and has the potential to create ill-will with the employees when an original receipt is unavailable.

Recommendation:
The fleet gas card process that Kwik Trip has instituted allows for efficient streamlining of invoicing and payment for both Kwik Trip and the City. The gas card is only allowed to purchase gas for the city vehicles and lists the details of each purchase by card number, date, and amount. The City's requirement of submission of all the original receipts may be excessive and an inefficient use of employee time. It would be suggested to verify if there appears to be any abuse of the gas card occurring. If no abuse has been noted, it would be suggested to still require the original receipts to be collected and turned in but grant the occasional "missing receipt" unless a pattern develops. It would be recommended to put a "monthly spot check" in place and rotate this among the cards used. The cost/benefit of time to track down the original receipts when the system appears to work correctly and efficiently without abuse most of the time creates an inefficient process around an efficient streamlined method put in place by the vendor.

AP-9. Utility Billings and Payments:

The City currently receives numerous monthly utility invoices in paper form from its vendors (Alliant Energy ~260, AT&T, and others). The receipt of the quantity of paper invoices creates an inefficient use of the cashier's time to open, record, and process into the system. Additionally, each approval of the monthly bills occurs as well as the physical payment (note – all the month's invoices can be included on one check, but the matching and attaching of the physical invoices to the payment is also time consuming.

Recommendation:
The City should contact the vendors, specifically Alliant Energy, and work to out a way to receive the monthly invoices via an electronic format that can be uploaded into the MUNIS system. An electronic file, which lists all ~ 260 invoices, could then be easily viewed, approved, and loaded in the system for processing, and finally attached to the check payment. Numerous hours of

manual work could be eliminated and result in savings for both Alliant Energy (no printing and mailing of ~260 monthly invoices) and handling and processing at the City. A simple excel file of the data extracted from their system could be manipulated to the proper format for uploading into MUNIS. This electronic process would takes minutes once the initial files are properly formatted, tested, and approved saving numerous hours of clerical work on a monthly basis.

Update since Initial Assessment:
The City had been working with Aliant Energy to find a more efficient method to the ~ 260 invoices it was receiving monthly. The vendor was not able to send an electronic file so the City worked with the vendor to consolidate the numerous invoices into "Summary Billing". This step was done on Aliant's end and it took them several months to get this accomplished, but as of December the City has begun to receive "Summary Billing" from Aliant Energy with the invoices grouped by department, or cost center, so as to minimize the time spent by City staff coding and data entering the individual billings.

AP-10. Purchasing Credit Card (PCARD):

The City has a P-card program with / through a local bank. It was noted that the State of WI has a P-card program that is used by many governmental bodies. It is unclear if the P-card programs have been compared to verify which vendor has the best card processing capabilities, file uploads, billing, on-line processing detail allocating, and rebates on volume purchases.

Recommendation:
The current P-card contract should be reviewed and analyzed. This analysis should be compared to the options available under the State of WI P-card program. All aspects of the program should be reviewed including on-line access and volume rebate offerings, and the City's ability to optimize restrictions of use. The City can then make an informed decision as to which program would be more advantageous when the next contract renewal opportunity arrives.

Cash and Bank Accounts

CBA-1. Cash Handling:

The City does have cash handling transactions that occur, mainly at the cashier counter/desk within the Finance area. This counter area is open to the public during normal business hours. The cash is received at the counter and not in a lockbox. The cash drawer in the cashier's desk is not locked. The new open counter concept for the cashier provides little security of the funds. Without proper safeguards around cash, misappropriation, theft, and fraud is difficult to detect.

Recommendation:
Implement appropriate cash handling controls to deter misappropriation of cash and instances of theft or fraud. These controls would include making sure that a detailed receipt of the cash transaction is created when the cash is received. The cash should then be put in a locked drawer and the key should remain on the cashier person, not left in the lock, on a key chain on the desk, or in a drawer. A bank deposit should be created for all the cash received each day

and put in the sealed bank deposit bag and deposited daily (this will help with the bank reconciliations). All of the cash that remains at the end of a day should be properly stored in the vault and access to the vault and cash storage area of the vault should be limited to specific employees.

CBA-2. Bank Reconciliations:

It was noted that the main cash account had not yet been reconciled since the fiscal year end audit. Bank reconciliations are prepared manually and are time consuming to prepare due to the current system limitations and the structure of the cash accounts and general ledger. While portions of the account were being monitored and reconciled on a daily and weekly basis, the entire cash account reconciliation is extremely cumbersome and had not yet been completed for almost nine months. Bank reconciliations can be streamlined and efficiencies gained by automating the matching of bank transactions in reconciliations. Bank reconciliations are time sensitive and should be performed prior to month-end close to ensure that cash is reported accurately. This can be challenging if the bank reconciliation is a time consuming manual process. Unreconciled cash accounts can result in fraud being undetected for a long period of time.

Recommendation:
Research and implement a tool to automate the bank reconciliation process. There are several third party programs that facilitate the reconciliation process and include automated matching, workflow and electronic approvals. If an additional system is not feasible, weekly on-going reconciling activities can be performed (such as deposits, wires, and ACH activity – it was noted that some of this is already occurring) so that not all the reconciling needs to be done after the end of the month. Electronic features that are available in the MUNIS system and within current bank processes including paying via ACH files and using the bank positive pay features related to physical checks may help streamline the payments side of the reconciliation. If timely bank account reconciliations are not performed, the city is financially responsible for any fraudulent presentment of checks for payment. Positive Pay eliminates fraudulent checks being presented on the bank by an outside party.

It was also noted that numerous types of transactions are all run through the same bank operating account. It would be suggested that the City review the different unique types of cash and investment activities and work with the bank to establish separate accounts and move funds accordingly based on "purpose" or other restrictions. Some of the accounts might be best established as "zero balance" accounts where the funds pull to the accounts from the main account each day to pay the activity that hit the account. Separate accounts for specific types of cash would help to relieve the cumbersome reconciliation of the main bank account.

CBA-3. Electronic Access to Cash Accounts:

It was noted that on-line cash movement at the bank can occur with only one employee approval. Lack of dual approval for on-line cash activity can result in fraudulent activity.

Recommendation:
Leading practices regarding the movement of cash is to have dual approvers to electronically move any cash for fraud and internal control purposes. The City should talk with their bank to upgrade the electronic processes from single to dual approvers.

CBA-4. Electronic Automated Clearing House (ACH) Payments:

Automated Clearing House (ACH) payments are not used as a standard feature of the check processing functions within the Accounts Payable Department at the City. The MUNIS system is capable of paying vendors via ACH versus manual checks. ACH payments are made on occasion via the features on the bank on-line banking site instead of the more expensive wire transfer when available. ACH payments can streamline the payable process, reduce expenses, and create efficiencies and enhanced controls over payments.

Recommendation:
Discuss with the City's bank the file format to initiate ACH Electronic payments to vendors where appropriate. Collaborate between MUNIS, the bank, and the City's Information Technology Department personnel to establish the required file formatting and procedures for paying vendors via ACH. Create a Vendor ACH Data Inquiry form and mail it to vendors and requesting they return it with the required information to establish the ACH process directly to their account. Proper use of ACH payments along with consistently using a standard payment timeframe such as "net 30", would allow the city to take advantage of short-term cash investment opportunities and improved cash flow overall. The use of ACH payments also reduces expense of check stock, MICR toner, wear and tear on printer, time to stuff envelopes, envelope cost, postage, and handling by mailroom personnel.

CBA-5. Bank Cash Protection Processes:

It appears that the City may not be using available bank processes that help to protect accounts from fraud including Positive Pay, ACH electronic payments, Remote Deposit, and Cash Lockbox.

Recommendation:
Cash and cash equivalents are an easy target for fraud and improper activity to occur. Most banks now offer a variety of "protection" features on accounts to help to mitigate improper activity. The use of the ACH payments and Positive Pay of vendor payments is available and helps to prevent fraudulent submissions of checks for payment. It appears that MUNIS is capable of creating the files necessary to use these features. Additionally, use of a cash lockbox would better protect cash received and an on-site remote deposit terminal would reduce the trips to the bank with physical checks while achieving a faster cash flow of the payment.

GENERAL ACCOUNTING AND TAX BILLINGS

GA-1. Monthly Financials / Month End Close:

The City Finance Department currently does not perform any standard month end close process nor report the actual financial status to executive management or the Common Council on a monthly or quarterly basis. The annual audit is performed and the financial status is shared via the Comprehensive Annual Financial Report (CAFR) after completed but no updates on actual expenses to budget are performed or discussed throughout the fiscal year.

Recommendation:
Periodic financials (monthly/quarterly) allow management and the Common Council to assess how the City is performing against their budget and allows management to make decisions to

bring spending back in line with the budget if it is going astray. Periodic financials would also allow for strategic adjustments to be made to the on-going operations of the City in order to make or surpass and achieve budget goals.

Periodic financials also require management to identify standard entries required to accrue for obligations on an on-going basis. If this is only performed annually, it increases the potential for those manual entries to be overlooked and missed resulting in financial statements that may be misstated. The Finance Department should begin to prepare financial statements at least quarterly and preferably monthly. These reports should be shared with department managers and the managers should be held accountable as to where the department is in relationship to their budget. Analysis should also be done on a monthly and year-to-date view to account for the various cyclical nature of aspects of the city's operations (i.e. receipt of property tax dollars). The Common Council should develop a plan that includes the financial data accountability to be included within the monthly strategic statistical goals that are already being measured. Having the Common Council stress the importance of the financial status of the organization will create a means of accountability that can be used to more efficiently operate all aspects of the organization.

GA-2. Chart of Accounts ("COA"):

The current chart of accounts contains some repetition and omissions that have created inefficiencies when coding expenditures. If you encompass "Funds" under the chart of accounts category for the general ledger structure, additional complexities and efficiencies exist in the redundant use of funds. Overall the chart of accounts general ledger structure is in need of review and potential modifications to create better clarity and operational efficiency.

It appears that new accounts are set-up within the general ledger chart of accounts typically by one person. An individual designee is not an issue; however, there appears to not be any review or approval of new accounts by any other employee.

Recommendation:
The chart of accounts is an integral part of an efficient accounting system. The nature of fund accounting adds complexity to a chart of accounts however, a dynamic chart of accounts within an ERP system can help to streamline daily processes and reporting requirements for the City. It is recommended to review the existing chart of accounts and add/inactivate the funds and accounts as needed in order to improve efficiencies.

Leading practice would have any new account within the ledger reviewed and approved by someone other than the initiator, and preferably a member of the finance management team. This will help to insure that all new accounts are necessary, are not duplicative of existing accounts, and are properly routed for reporting. The review procedure also helps to mitigate potential improper fraudulent activity that could be routed through improper accounts.

GA-3. Account Reconciliations:

There does not appear to be clear accountability as to who is responsible for preparing and approving the Statement of Financial Positions account reconciliations and by what due date. Furthermore, there is no defined process over preparation of the account reconciliations. Account reconciliations are a key

control to ensure accurate financial reporting and without a consistent and timely process to reconcile the accounts, the accuracy of financial reporting may be impaired.

Recommendation:
Define a policy with clear ownership of who is responsible to prepare and review the account reconciliations and the dates they are due. A consistent format and process should be applied when preparing the reconciliations and the timing of the reconciliations should be determined based on risk and materiality of accounts. At a minimum, they should be performed quarterly.

GA-4. Journal Entry Approval:

All journal entries should be reviewed and approved prior to the entry of the journal into the system. It appears that an approval system was in place for the journal entries of the Senior Accountant and those positions below the Senior Accountant. It was unclear as to if the journal entries of the Finance Director were approved.

Recommendation:
The entry and approval of journal entries in the system should not be done by the same person for proper internal control. If entries are not reviewed/approved by a second person, improper movement of funds and fraudulent activities could be occurring. If the issue exists only on the Director of Finance entries, then establish a procedure that the Senior Accountant or Deputy Assistant to the Finance Director or the City Administrator are required to approve the journal entries of the Director of Finance.

GA-5. Segregation of Duties Review:

Segregation of Duties analysis is not performed on a regular basis to ensure there are no responsibility or system conflicts of interest where an employee has ability to record, monitor, and safeguard assets of the City. When a segregation of duties conflict exists, there is a greater risk that City assets could be misappropriated without timely detection due to lack of oversight and employees having too much control over an area.

Recommendation:
The City should periodically, at least annually, verify that a proper segregation of duties exists and limit system rights to duties necessary to perform job functions. If proper segregation of duties cannot be achieved due to limited personnel, then appropriate monitoring and mitigating controls including requiring managers to periodically review financial information should be put in place to ensure timely detection of any inappropriate action.

GA-6. Policies and Procedures:

The City does not have documented formalized policies in a consistent format for all critical functions and stored in a central repository that is easy to access by all employees. This may allow key functions to be improperly performed, unintentionally overlooked, or ineffective, since personnel may be relying upon informal procedural information that is passed down from one employee to another and may be out-of-date or incorrect. Not having written policies that are easily accessible to employees may impact the ability to properly train employees and employee's ability to properly execute critical functions of the City.

Policies within Finance and Human Resources were virtually non-existent prior to June 2019. Procedures existed for various employee activities but are not consistently prepared for every function, are not always kept up to date, and reviews are inconsistently performed. Furthermore, there is no central repository that contains all policies and procedures that is easily accessible by all employees.

Recommendation:
Existing policies and procedures should be reviewed to ensure they are still current. If not, then the policies and procedures need to be brought current and they need to be reviewed on a cycle basis - annually or as needed. The policies should contain a "Last Reviewed / Revised Date" and "Supersedes" within its formatting. Written policies should be created for all key functions of the City, Finance and Human Resources Departments where they are deficient. Search on-line for policies and procedures and use these as templates to change and update to fit the specific steps and tasks of the City. The use of established templates reduces the overwhelming nature of the project. Contact other Wisconsin municipalities that use the same systems to request a copy of their policies and procedures. Task each employee with documenting all aspects of their specific jobs (as part of goals and with a due date). Every position within the departments should have clearly defined responsibilities and procedures.

The policies should be stored in a central repository that is easily accessible and communicated to all employees. Policies that are defined by the City must be followed on a consistent basis to comply with federal grant guidelines.

In addition to the policies and procedures being stored in a central repository, all City Ordinances should also be housed within a section of the centralized repository. Every department affected by an Ordinance should be made aware of the Ordinance when passed through formal communication channels.

GA-7. Grant Funding - Accounting and Reporting:

The City receives various federal and state grant dollars. These funding sources require a need for structure of who is responsible for the grant dollars and reporting and proper policies and procedures around both the grant funding as well as general operations of the organization. It was noted that a grant check was received in the name of an employee and not with the "City of Sheboygan" as the payee.

Recommendation:
All grants, federal and state, should be coordinated and grant requests should be approved by the Finance Director or his designee. Establishing a specific grant coordinator will help to insure that grants are made to appropriate legal entities, that the grant terms are being followed, and reporting requirements are being met. Misappropriation of grant funding can result in the revocation of grant funds in the future as well as penalties and fines related to the misappropriation being levied.

GA-8. Cell Phone Expenses:

The City supplies cell phones via a City plan and also has a Bring Your Own Device (BYOD) policy regarding cell phones. Perhaps the supplying of cell phones should be reviewed for relevancy and, if possible, reduce the amount of City supplied phones to a bare minimum and require BYOD as much as possible.

Recommendation:
Many organizations are no longer supplying cell phones to employees or supplying a very limited number. It is recommended that the City review their policy and perhaps survey other peer municipalities, to determine the common practice for number of phones and positions which have a supplied cell phone. Generally, cell phones should only be issued, or reimbursed, for those employees who are required to respond after work hours.

GA-9. Special Tax Assessments Reviews:

The Finance Department is responsible for the processing of all City Special Assessments that have been approved. It appears that no assessments are entered into the AS400 system without proper approval. However, it appears that no one is reviewing the special assessment tax bills prior to the bills being released which could result in incorrect assessments being mailed creating re-work, additional unexpected expenses, and loss of community trust of the city's ability to competently process and run the organization.

Recommendation:
Special Assessments should be reviewed for accuracy by the Finance Director or his designate prior to the Special Assessment bills being released. They should document their review and approval.

GA-10. Delinquent Tax Bills:

Currently, little to no follow-up is being performed and no specific forwarding of delinquent Special Assessment tax bills to the property tax rolls or into any third party collection mechanism. Lack of follow-up on delinquent payments results in a loss of revenue to the City and ultimately may create budget shortfalls.

It was also noted that Delinquent Tax Bills have not been written off the books due to not filing specifically with the state because of a mismatch between the AS400 system that houses the Special Assessment software and the MUNIS system.

Recommendation:
Follow-up on receivables needs to occur for proper stewarding of patrons' tax money. The person responsible for billing the special assessments should be noting receipt of payment and following-up with calls to those who have not paid their assessment. Continued delinquency may result in the special assessment being included on property tax rolls or being forwarded to a third party collections company. Perhaps involve the Office of City Clerk or the Office of City Attorney to research the legal special assessment collection methods and help to implement those allowed methods via written legal letters to the delinquent parties.

The mis-match between the AS400 and MUNIS systems is yet another example of the need to fully sunset the AS400 system and run all City processes within the integrated MUNIS system. See "ITS-1 – ERP (MUNIS) System" above.

Employee / Employment

EE-1. Employee Training:

Training of employees, both internal training and external training, has been neglected for many years. While some system specific training has been received by some of the Finance and Human Resources Department employees, there has been a lack in overall training in general workplace electronic systems and Finance Department specific systems. As a result, the current employees, especially those that have a longer tenure at the City, are not up-to-date on the numerous changes within the standard suites of office products generally used. This results in employees who are inadequately trained or equipped with the system knowledge needed to do their job efficiently leading to unproductive time spent and employee morale issues.

Recommendation:

Training of employees is an effective way to demonstrate appreciation to employees as well as increase their productivity, efficiency, and morale. It symbolizes that you value the employee, their contribution, and continued growth in abilities. The City should make an effort to budget for external training for employees especially as it relates to use of software systems necessary to execute the employee's job. Also, a search for low cost options such as on-line classes or local community or technical school continuing education classes for general office system products (such as Microsoft excel and word classes) would be advantageous. There may be opportunity to bring an outside professional on-site to train a group of City employees at a low cost. This may also be discussed with the local school system to see if they would host a class within their classroom on a day or evening when school is not in session.

If not currently in place, Human Resources should also implement formal employee on-boarding training to ensure new employees are equipped to do their jobs effectively. The training should be initiated by the Human Resources Department related to general Employee Handbook and benefit issues/topics. Additionally, the on-boarding should include discussions and processes within key areas of the city including information technology, finance, payroll, key management personnel, organizational charts of the executive level and the employee's department, and the mission and vision of the city. Exposure to these areas will help to engage the new employee into the day-to-day ongoing operations at a faster pace resulting in higher productivity and results.

EE-2. Employee Competency and Skills:

It appears that the city may have employees who are lacking in the skills and competency to perform beyond their current level. This lack may result in not being able to take on additional duties as assigned or being able to perform their current duties in a more efficient and effective manner. Lack of ability to expand duties and roles may result in low employee productivity and general lowering of department morale as other employees continue to accept more responsibilities creating the perception of inequity and disgruntled actions between co-workers.

Recommendation:

The City and Human Resources Department may want to look into a skills assessment tool or on-line analysis program that could be given to the employees. Results from an assessment tool could be used in employee goal planning or personnel improvement plan. Additionally, the

results could provide insight on the general training needed by the employees in common office systems such as excel and word. Typically, an on-site training could be done and offered at both a "beginner" and "intermediate" level to address the employees varying skill levels. Perhaps look into local or on-line offerings of training classes or refresher or continuing education courses by local groups or UW system campuses or area high schools. See "EE-1 - Employee Training" section within this report.

EE-3. Performance Monitoring and Development Plans:

Performance reviews were conducted, however performance improvement plans were not always developed for employees under past management. It was also noted that increases in pay had been given despite the lack of a performance evaluation. The lack of regular performance setting and review can lead to employee morale issues and sub-performing employees. The giving of raises without documented performance results can lead to apathy within job positions and an attitude of "why go the extra mile" if I receive the increased pay without having to go above and beyond.

Recommendation:
Performance evaluations are helpful and essential to both the employee and the employer. They establish expected job performance and result in a way to measure if the employee is performing at the level needed or desired. Performance evaluations should be used as documentation behind pay increases or as evidence and grounds for termination for lack of performance. Pay increases given out of cycle or without a performance evaluation may be re-enforcing less than acceptable job duty performance and may put the employer into a legal issue if they want to terminate an employee without proper documentation within the employee's file.

The Human Resources Director should plan and facilitate annual performance reviews for all City personnel. Results should be monitored and compliance should be reported to the City Administrator. Following the annual performance review, conclusions need to be documented identifying talent pool and personnel performing under expectations. Performance improvement plans should be drafted for underperforming employees, developed, implemented, and monitored by direct supervisors and discussed with employee.

EE-4. Succession Planning:

There is no consistent, formalized succession planning done at the City of Sheboygan. Without proper succession planning, key positions may be vacant for prolonged periods of time in the event of a key employee departure. This could result in the operations of the City being adversely affected.

Recommendation:
Human Resources should mandate that all departments be required to prepare a succession plan annually. Human Resources should monitor this process and review all Department's succession plan submissions. The details would be retained within the Departments and the results would be communicated to leaders of Human Resources, Finance and the City Administrator.

EE-5. Standardized Method of Employee Communication:

Based on discussions with employees, it seems that the standard method of communication of City employee news and information is electronic via email. This is an acceptable methodology and allows easy dissemination of the same information in a short amount of time. The problem arises in that not all of the City employees (transit, crossing guards, etc.) are issued email addresses and as such do not receive the information in this manner or not at all. It is incumbent on these employees' supervisors to print the email and post on a general posting board. This method still does not guarantee that all of the employees will see the posting.

Recommendation:
If the City is going to use an electronic format for its dissemination of critical data, they should look at methods of electronic information receipt by those employees that currently do not have City email addresses. Perhaps change the policy so that all employees receive an email address as part of their on-boarding process. At least try to obtain a personal e-mail address if not giving them a city address and communicating critical information via that address.

Additionally, it was noted that not all hourly employees are given system access in order to log in and record their hours worked in the time reporting system (i.e. crossing guards). These employees prepare manual paper timesheets that must be accumulated, reviewed and approved, submitted to payroll, and manually keyed into the system. Assigning these employees with electronic access to the email and time reporting systems would create efficient and informational improvements for everyone involved in the manual processes.

In both examples, the employees may not have City issued computers. It would be suggested to set up a kiosk that could house a terminal for accessing emails and the time recording modules.

EE-6. Terminated Employee Off-Boarding:

Notifications of terminating employees are not always communicated timely to the Human Resources Department by other city departments. Lack of communication can result in terminated employees continuing to be paid, inappropriate calculation of on-going and accrued benefits, and employee related insurance expenses being paid past the required date. Additionally, non-timely communication of terminations creates processing "fire-storms" for various departments and results in a lack of trust on the process and employees especially when payroll amounts are involved.

Recommendation:
A formalized off-boarding policy and procedures should be created to ensure all employee terminations are approved and properly processed in a timely manner. The new process should include a consistent form to document the required information and include the sign-off by the supervisor of the employee. Only Human Resources should be allowed to enter changes in the system and they should review both the form and the system change reports for correctness and completeness to ensure all aspects of the off-boarding is accurate.

EE-7. Cross Training:

In many cases, there is minimal cross-training of employees within the department to perform on-going operations, especially critical daily functions. In the event that an employee is absent, critical functions

may not be carried out properly or timely resulting in possible errors in processing, misreported information, and missed deadlines.

Recommendation:
There is a need to identify critical processes that require a need to be performed daily or weekly, designate qualified individuals to be the designated back-up, and ensure that there is adequate cross-training performed. The policies and procedures related to the critical functions are a necessity and should be reviewed and updated on a consistent basis. Set a goal for getting department personnel cross-trained by specific dates. Ask the current employees what areas they may have an interest in being cross-trained for and try to meet these aspirations as long as it does not interfere with required Segregation of Duties policies. This helps build ownership and personal growth. The designated back-up personnel should train/review/perform the duties on a consistent basis (at least annually) to ensure knowledge of procedures and processes is maintained and any system changes from the prior training is experienced.

EE-8. Regulatory Compliance:

It appears that perhaps not all regulatory compliance filings or reporting are being completed by the City and properly filed timely with the related governmental agency (i.e. Occupational Safety and Health Administration [OSHA], Workers' Compensation Insurance [WC], etc.).

Recommendation:
Lack of compliance to regulatory filings can result in penalties, fines, and the inability to receive federal and/or state funding. Every department should create a list of all required compliance filings by date. This list should be reviewed with the department at least annually, updated as appropriate, and finally stored in a shared document repository on the system.

EE-9. Roles and Responsibilities:

There are not clearly defined roles and responsibilities for all positions at the City Finance Department. This can lead to employee confusion, employee morale issues, and sub-optimal division of responsibilities.

Recommendation:
An assessment of the Finance Department position roles and responsibilities should be conducted to ensure optimal division of responsibilities. A listing of critical processes and duties that need to be performed within the Finance Department should be drafted and as inclusive as possible. All position roles and responsibilities should be documented making sure that the critical processes and duties are accounted for and assigned. This may be a method by which a clearer picture of each positions workload may be established. It may also aid in the distribution of the Finance Department "Tasks to Complete List". Having clearly defined roles and responsibilities will assist with cross-training, new employee on-boarding and training, and reduce employee confusion.

EE-10. Payroll Approvals:

The complete and accurate processing of a payroll is critical for the reputation of the people and department responsible for the timely and accurate paying of employees. This is especially important

when the Payroll Department is tasked with processing numerous payrolls each month under various contract terms. Significant time is spent by the Payroll Department trying to get the department managers who are responsible for approving the employees' hours, to do so on a timely basis.

Recommendation:
Mandate that all employees use on-line time entry. Establish a written policy that requires managers to approve all time by Monday noon (or 10am). Meet with key stakeholders, including department managers to communicate the policy and hold approvers accountable. Create and deliver a weekly compliance report to the City Administrator by Monday at 2pm (or noon) so he can reach out to those department heads who are non-compliant.

EE-11. Employee Benefits and Vendors:

Employee benefits are a large expense to most organizations. The benefits offered to employees and their price is typically reviewed every couple of years in order to keep the best products at the most affordable level for the employees. It was noted that the City was changing benefit vendors for a high dollar item benefit without performing an RFP to any other vendor/company.

Recommendation:
The leading practice for any large purchase (or overall outlay of cash) is to do an RFP process of 2-3 vendors for proper price comparison and stewarding of the City's tax roll. Additionally, city ordinance may already require more than one quote for new contracts.

EE-12. Employee Benefits – Employee Requests/Concerns:

The perception of employees is that there is no long-term strategy for employee benefits. What is now being offered (through the new vendor) is a duplicate of other benefits that are offered. Employees have requested additional life insurance purchase options for the past couple of years but this has not yet been negotiated with a vendor and offered to the employees. There is an established "health and wellness committee" which does receive comments and issues from employees. These items are summarized and shared with management and the committee feels that management is "listening to" the comments, however, nothing happens and no actions are taken on the comments submitted. The lack of action on items gives the committee and employees the impression that "decisions" had already been "set" and that they do not want to change from what is currently being done or budgeted for. The committee and employees feel "dismissed" by the management team.

Recommendation:
Inclusion of the right people in discussions, especially when it relates to changes, is critical to the management of the business. If the people that deal with processes on a daily basis are not at least consulted about the current environment and what a change to that environment could mean or entail, decisions could be made that cannot be handled within the current system or which may be a duplicate of something already in place, thus a waste of funds of the city.

While adhering to overall budget amounts is important, the route taken to achieve the budget can be made up of different dollar expenses than originally thought in the budget. A thorough look at employee suggestions while potentially differing from initial thoughts used to create the budget may actually be more beneficial to/for the overall organization. The ideas and suggestions from the employees and the acknowledgement that management has heard and is

considering the suggestion has the potential to save money and boost employee morale. When employees feel that they matter and can be an agent for change, productivity increases which helps the employee and employer.

EE-13. Standardized Job Descriptions:

It appears that the job position descriptions around the city are very individualized. This has occurred over time and as the result of different methodologies for employees (union versus non-union). Continued advancements in technology and streamlining of processes creates efficiencies and "non-over-bearing" workloads that leave opportunity to expand job duties and performance expectations of the employees and positions. Ownership appears to be lacking for items not originally/specifically in the existing job descriptions. Unfortunately, this creates ill-will, discontentment, and resentment between employees.

Recommendation:
It may be beneficial for the City to move towards standardized job description titles such as Accountant I, Accountant II, Accountant III, Clerk I, Clerk II, Clerk III, etc. These standardized job titles would allow the city to identify similar tasks across departments and classify them in similar titles. Existing positions should be analyzed for tasks and duties currently being performed and additional duties added as necessary. All position descriptions should include the "Any other duty as assigned" verbiage to protect the city and increase efficiency and responsibility within employees. In addition to standardizing the job titles/descriptions, Human Resources should begin work on standard job classifications that match with the appropriate Pay Rate-Salary Band schedule for MUNIS. Building these at the same time would allow the city to have like job titles/duties listed for each standard pay rate classification (i.e. Clerk I salary range $30,000 – $40,000, Clerk II salary range $35,000 – $45,000, etc.).

EE-14. Pay Rate - Salary Bands:

The City has Pay Rate - Salary Bands that have been established for union and non-union employees. The current rate schedules should be systematically re-assessed and defined based on roles and responsibilities that are encompassed within that pay rate. When job title descriptions are standardized, they can assign to the pay rate schedule to assess the reasonableness of the salary levels. This can result in more equitable pay for positions that are doing similar jobs but in different departments of the city. Pay inequities make it hard to budget for positions and can also lead to employee morale issues if the inequity becomes known or is perceived by employees.

Recommendation:
The City should consider pay rate-salary bands with defined pay ranges that encompasses all of the jobs and positions with the city. Similar job duties should be within the same salary band regardless of who the position reports to on an organizational chart. The salary bands should have a low, medium, high range and if an employee maximizes their salary level, they are not given an automatic raise but are encouraged to explore ways to change levels.

EE-15. Union Contracts:

The negotiations on union contract renewals should be started and completed timely in order to allow for any system or benefit changes that could result. Since the union contracts typically cover a period of years, the negotiation process should not be assumed to be a quick process and discussions should be

started months in advance in order to complete the negotiations and properly update the systems and data in a timely and efficient manner allowing for proper reviewing of all contract changes implemented.

Recommendation:
The city has three union contracts that need to be renewed within specified time frames. These negotiations should be started early enough in the final year to properly negotiate expectations and changes while completing in a time frame that leaves enough time to properly adjust the financial processes that any changes may have caused/now require. All changes should be implemented and reviewed prior to their "go live" date in order to verify accuracy and efficiency within the processes.

Conclusion

We appreciate the opportunity to conduct this assessment of the Finance and Human Resources Departments of the City of Sheboygan. During our observation process, we noted positive changes that have recently been put in place. These changes show a desire and commitment to effective change within the organization. We have captured observations and developed recommendations that we feel will enhance the organizational structure as well as improve operational effectiveness and efficiency of the Finance and Human Resources Departments, as well as some overall city operations. Our report includes control enhancements, resource optimization, and role modifications/enhancements to ensure appropriate reporting of financial information and required regulatory items.

Although there are many findings to remediate, we feel that the City is well positioned to address and remediate the findings identified due to recent leadership and management changes. The Finance and Human Resources Department management along with the City Administrator should review and prioritize the findings. There are items that can be a quick fix, items that provide greatly increased efficiencies, items that help to protect the city from fraudulent activities, items that will help to increase employee morale and items that are simply leading practices for the departments. A prioritized list with achievable goals over a period of time will help to not become overwhelmed with the prospect and create a roadmap to future success and efficiency within the departments.

The leadership and management are seeking to enhance the culture as well as the operations and organization at the City and we believe that this assessment provides an excellent road map to drive positive change.

II

R. O. No. _____ - 19 - 20. By CITY ATTORNEY. February 17, 2020.

Submitting, for information, a copy of the Opinion issued by the Supreme Court of Wisconsin on February 14, 2020, in the matter of *Town of Wilson vs. City of Sheboygan*, Case No. 2018AP2162.

Finance + Personnel

_____
City Attorney

SUPREME COURT OF WISCONSIN

CASE NO.: 2018AP2162

COMPLETE TITLE: Town of Wilson,
Plaintiff-Appellant,
v.
City of Sheboygan,
Defendant-Respondent.

ON BYPASS FROM THE COURT OF APPEALS

OPINION FILED: February 14, 2020
SUBMITTED ON BRIEFS:
ORAL ARGUMENT: September 19, 2019

SOURCE OF APPEAL:
COURT: Circuit
COUNTY: Sheboygan
JUDGE: Daniel J. Borowski

JUSTICES:
DALLET, J., delivered the majority opinion for a unanimous Court with respect to Parts I., III.C., and III.D., and the majority opinion of the Court with respect to Parts II., III.A., III.B., and IV., in which ROGGENSACK, C.J., ANN WALSH BRADLEY, ZIEGLER, and HAGEDORN, JJ., joined. REBECCA GRASSL BRADLEY, J., filed a concurring opinion, in which KELLY, J., joined. HAGEDORN, J., filed a concurring opinion.
NOT PARTICIPATING:

ATTORNEYS:

For the plaintiff-appellant, there were briefs filed (in the court of appeals) by *Michael D. Huitink* and *Sorrentino Burkert Risch LLC,* Brookfield. There was an oral argument by *Michael D. Huitink*.

For the defendant-respondent, there was a brief filed (in the court of appeals) by *H. Stanley Riffle* and *Municipal Law & Litigation Group, S.C.*, Waukesha. There was an oral argument by *H. Stanley Riffle*.

For amicus Wisconsin Towns Association, a brief was filed by *Joseph Ruth*, Shawano.

For joint amici League of Wisconsin Municipalities and NAIOP - Wisconsin there was a brief filed by *Julie M. Gay* and *Law Office of Julie M. Gay*, Waukesha, *Thomas D. Larson*, Madison, and *Claire Silverman*, Madison.

2020 WI 16

NOTICE

This opinion is subject to further editing and modification. The final version will appear in the bound volume of the official reports.

No. 2018AP2162
(L.C. No. 2017CV490)

STATE OF WISCONSIN : IN SUPREME COURT

Town of Wilson,

Plaintiff-Appellant,

v.

City of Sheboygan,

Defendant-Respondent.

FILED

FEB 14, 2020

Sheila T. Reiff
Clerk of Supreme Court

DALLET, J., delivered the majority opinion for a unanimous Court with respect to Parts I., III.C., and III.D., and the majority opinion of the Court with respect to Parts II., III.A., III.B., and IV., in which ROGGENSACK, C.J., ANN WALSH BRADLEY, ZIEGLER, and HAGEDORN, JJ., joined. REBECCA GRASSL BRADLEY, J., filed a concurring opinion, in which KELLY, J., joined. HAGEDORN, J., filed a concurring opinion.

APPEAL from an order of the Circuit Court for Sheboygan County, Daniel J. Borowski, Judge. *Affirmed.*

¶1 REBECCA FRANK DALLET, J. Kohler Company sought to convert 247 acres of land located in the Town of Wilson into a world championship golf course. After determining that the golf course development would not come to fruition if the land remained within the Town's boundaries, Kohler successfully petitioned for annexation to the City of Sheboygan. In response, the Town filed

a declaratory judgment action alleging that the annexation was "arbitrary, capricious, non-contiguous, an abuse of discretion, and otherwise procedurally and substantively non-compliant with [the City's] annexation authority under Chapter 66, Wis. Stats, and existing Wisconsin case[]law." The City moved for partial summary judgment regarding the annexation petition's compliance with the population certification requirement in Wis. Stat. § 66.0217(5)(a) (2017-18), which was granted.[1] The circuit court ultimately conducted a bench trial and concluded that the annexation satisfied the statutory contiguity requirement and the "rule of reason."[2] The circuit court further concluded that the annexation petition fully satisfied the procedural requirements of § 66.0217. Consequently, the circuit court dismissed the action in full.

¶2 On bypass[3] from the court of appeals, the Town asks us to review whether: (1) the annexation satisfies the statutory contiguity requirement; (2) the annexation satisfies the rule of reason; (3) the annexation petition strictly complied with the signature requirements in Wis. Stat. § 66.0217(3); and (4) the annexation petition strictly complied with the population certification requirement in § 66.0217(5)(a). We conclude that

---

[1] All subsequent references to the Wisconsin Statutes are to the 2017-18 version unless otherwise indicated.

[2] Judge Daniel J. Borowski of the Sheboygan County Circuit Court presided.

[3] The Town's petition to bypass was filed pursuant to Wis. Stat. § (Rule) 809.60.

the annexation is contiguous and satisfies the rule of reason. We also conclude that the annexation petition strictly complied with §§ 66.0217(3) and (5)(a). Therefore, we affirm the circuit court.

I. FACTUAL BACKGROUND AND PROCEDURAL POSTURE

¶3 For nearly 80 years Kohler has owned 247 acres of undeveloped land abutting Lake Michigan located within the Town's boundaries. In March 2014, Kohler submitted an application with the Town for a conditional use permit to develop the land into a world championship golf course. After Kohler's plan went public, there was immediate opposition to the proposed development by the Town's citizens. The opposition centered on environmental concerns, deforestation, and perceived impacts to residential wells. By 2015, three of the five members of the Town Board were known to oppose the development, decreasing the likelihood that Kohler's application would be approved.

¶4 Due to unfolding Town Board opposition and concerns about the Town's ability to provide adequate water and fire services to the proposed development,[4] Kohler approached the City about the possibility of annexing its property and adjacent lands. The City was interested in Kohler's proposal as it "had historically targeted the lands within the annexation, including the Kohler Land, for future City expansion, development and

[4] Kohler was concerned that the Town's inability to provide a municipal water source would negatively impact the golf course development based on: (1) insufficient water for the golf course operations; (2) exposure to well damage claims from neighboring landowners; and (3) a potentially inadequate water source for the Town's volunteer fire department in the event of a fire.

economic growth as a part of the City's 2011 Comprehensive Plan." The City was also facing a substantial need for housing, which was stunting economic growth. Annexation would allow the City to immediately address its housing needs by developing the land adjacent to Kohler's property. It was a mutually beneficial arrangement for Kohler and the City: annexation was a means for Kohler to achieve its goal of developing its land into a golf course and for the City to achieve its goal of economic growth.

¶5 Kohler independently designed the boundaries of the territory subject to the proposed annexation, without the City's assistance. To increase its size and shape, Kohler included a large amount of state land in its proposal. Kohler also purchased several of the properties located within the territory. Pursuant to Kohler's design, the border between the City and the first parcel of the territory spans approximately 650 feet in width. The territory proceeds in a southeasterly direction and varies in size from 1,450 feet wide at certain points to 190 feet wide before expanding to the proposed golf course development. The map of the annexation is attached as an appendix to this opinion.

¶6 Kohler initiated the annexation process in April 2017 by publishing a notice in the Sheboygan Press and sending a "Request for Annexation Review" to the Department of Administration ("DOA"). Kohler then circulated a "Petition for Annexation by One-Half Approval" (the "Petition") in accordance with Wis. Stat. § 66.0217(3)(a).[5] The Petition stated that its purpose was to

[5] Wisconsin Stat. § 66.0217(3)(a)1. provides:

"make City of Sheboygan services available to the territory and to ready the territory for development consistent with the City of Sheboygan's 2011 Comprehensive Plan." According to the Petition, the population of the territory subject to the proposed annexation included six adults and three children. Kohler obtained five signatures for the Petition from owners representing over one-half of the real property in assessed value within the territory, as required by § 66.0217(3)(a)1.b.[6]

¶7 DOA issued a nonbinding recommendation in favor of the annexation and found it in the "public interest," as defined in Wis. Stat. § 66.0217(6)(c).[7] DOA determined that the annexation

---

> (a) Direct annexation by one-half approval. A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following:
>
> 1. A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:
>
> a. The owners of one-half of the land in area within the territory.
>
> b. The owners of one-half of the real property in assessed value within the territory.

[6] The parties stipulated that five signatures would be a majority of qualified electors.

[7] DOA has a mandatory role to play in annexations "within a county having a population of 50,000 or more." Wis. Stat. § 66.0217(6)(a). Section 66.0217(6)(c) states that the "public interest" is determined after considering:

> 1. Whether the governmental services, including zoning, to be supplied to the territory could clearly be better

was contiguous to the City "via a quarter-quarter sized parcel of city-owned territory approximately 650-feet wide."

¶8 Shortly thereafter, the City's Common Council adopted two ordinances: one annexing the territory included in the Petition and another zoning the land as suburban residential. Additionally, the Common Council approved a pre-annexation agreement between Kohler and the City.[8]

¶9 The Town filed suit against the City in the circuit court and moved for a temporary injunction, which was denied. The parties filed cross-motions for summary judgment regarding the validity of the annexation pursuant to Wis. Stat. ch. 66 and the rule of reason. The circuit court denied summary judgment based on disputed issues of material fact regarding statutory

---

> supplied by the town or by some other village or city whose boundaries are contiguous to the territory proposed for annexation which files with the circuit court a certified copy of a resolution adopted by a two-thirds vote of the elected members of the governing body indicating a willingness to annex the territory upon receiving an otherwise valid petition for the annexation of the territory.
>
> 2. 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.

[8] As the circuit court noted, the pre-annexation agreement reflected the "mutual interest between Kohler and the City in the proposed annexation" and was negotiated between City officials and Kohler before Kohler filed the Petition. The agreement established mutual obligations of the City and Kohler as it related to the proposed annexation. For example, the City agreed to extend water utility to the golf course property, as well as provide police, fire, and emergency services to the property. Kohler agreed to, among other things, utilize the City's municipal water service for all improvements on the property within three years of development.

contiguity, the rule of reason, and the Petition's compliance with the procedural requirements set forth in Wis. Stat. § 66.0217. The circuit court subsequently granted the City's partial motion for summary judgment as to the Petition's compliance with the population certification requirement in § 66.0217(5)(a).[9] The case proceeded to a bench trial. The trial centered on the Town's claim that the annexation was not contiguous and violated the rule of reason.

¶10 In November 2018, the circuit court issued a written decision concluding that: (1) the annexation satisfied the statutory contiguity requirement in Wis. Stat. § 66.0217(3); (2) the annexation did not violate the rule of reason; and (3) the Petition fully complied with the procedural requirements set forth in § 66.0217.[10] Accordingly, the circuit court dismissed the Town's declaratory judgment action in full. The Town petitioned this court to bypass the court of appeals, which we granted.

II. STANDARD OF REVIEW

¶11 The legislature has conferred broad authority on cities and villages to annex unincorporated lands under Chapter 66 of the

---

[9] The City, with the circuit court's permission, filed a subsequent motion for partial summary judgment on this issue.

[10] The circuit court "incorporate[d] by reference" its May 2018 written decision on the City's motion for partial summary judgment and noted that the Town did not raise any new issues at trial regarding whether the Petition complied with the procedural requirements of Wis. Stat. § 66.0217. It concluded that the Petition "complied with the procedural requirements of § 66.0217 . . . [and it] was properly noticed and included the signatures of five of the six qualified electors and the owners of 91% of the territory measured by assessed value."

Wisconsin Statutes. See Town of Pleasant Prairie v. City of Kenosha, 75 Wis. 2d 322, 326-27, 249 N.W.2d 581 (1977). Annexation ordinances have long enjoyed a presumption of validity. Id.; see also Town of Lafayette v. City of Chippewa Falls, 70 Wis. 2d 610, 618, 235 N.W.2d 435 (1975). A party challenging an annexation ordinance bears the burden of overcoming this presumption by demonstrating that the circuit court's findings are contrary to the great weight and clear preponderance of the evidence. Town of Waukechon v. City of Shawano, 53 Wis. 2d 593, 596, 193 N.W.2d 661 (1972).

¶12 In order to resolve the Town's contention that the annexation is not contiguous and that the Petition failed to comply with the procedural requirements set forth in Wis. Stat. § 66.0217, we engage in statutory interpretation. Statutory interpretation is a question of law that we review de novo. Horizon Bank, Nat'l Ass'n v. Marshalls Point Retreat LLC, 2018 WI 19, ¶28, 380 Wis. 2d 60, 908 N.W.2d 797.

¶13 We also review the circuit court's application of the rule of reason, a doctrine designed to determine whether the power delegated to cities and villages under Chapter 66 has been abused under the facts and circumstances of a given case. See Town of Pleasant Prairie, 75 Wis. 2d at 326-27. To pass muster under the rule of reason, an annexation must satisfy three requirements:

> (1) exclusions and irregularities in boundary lines must not be the result of arbitrariness; (2) some reasonable present or demonstrable future need for the annexed property must be shown; and (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality.

Town of Menasha v. City of Menasha, 170 Wis. 2d 181, 189, 488 N.W.2d 104 (Ct. App. 1992). A failure to satisfy any one of the prongs renders an annexation arbitrary, capricious, and invalid. Town of Lafayette, 70 Wis. 2d at 625.

¶14 We accept the circuit court's factual determinations regarding the rule of reason unless they are clearly erroneous. Town of Baraboo v. Village of West Baraboo, 2005 WI App 96, ¶19, 283 Wis. 2d 479, 699 N.W.2d 610. "Whether the undisputed facts meet the legal standards of the rule of reason presents a question of law, which we review de novo . . . ." Id.

¶15 Lastly, we review the circuit court's grant of summary judgment as to the Petition's compliance with the population certification requirement in Wis. Stat. § 66.0217(5)(a) using the same methodology as the circuit court. Green Spring Farms v. Kersten, 136 Wis. 2d 304, 314-15, 401 N.W.2d 816 (1987). Summary judgment shall be granted where the record demonstrates "that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Wis. Stat. § 802.08(2).

III. ANALYSIS

¶16 We first address the Town's claim that the annexation does not meet the statutory contiguity requirement, as set forth in Wis. Stat. § 66.0217(3) and interpreted by this court in Mt. Pleasant I and its progeny. Town of Mt. Pleasant, Racine Cty. v. City of Racine, Racine Cty., 24 Wis. 2d 41, 127 N.W.2d 757 (1964) ("Mt. Pleasant I"). We next discuss the rule of reason and determine whether it voids the annexation at issue in this case.

Finally, we consider the Town's procedural challenges to the Petition as they relate to the signature requirement in § 66.0217(3) and the population certification requirement in § 66.0217(5)(a).

A. Contiguity

¶17 The Town asserts that the annexed territory is not contiguous to the City and therefore the annexation ordinance should be invalidated. Wisconsin Stat. § 66.0217(3) allows property owners to annex territory that is "contiguous to a city or village."[11] (Emphasis added.) "Contiguous" should be construed according to its "common and approved usage unless a different definition has been designated by the statutes." State v. Curiel, 227 Wis. 2d 389, 404, 597 N.W.2d 697 (1999); see also Wis. Stat. § 990.01(1). The term "contiguous" is not defined in Chapter 66 of the Wisconsin Statutes.

¶18 To determine the definition of "contiguous" as it relates to Wis. Stat. § 66.0217(3), we look to the substantial amount of case law that addresses the term's meaning and application. "Although finding a single, precise definition of 'contiguous' is difficult, one may discern a trend in Wisconsin's courts to require at minimum some significant degree of physical contact between the properties in question." Town of Delavan v.

[11] Along with the statutory contiguity requirement, Wis. Stat. § 66.0217 outlines the procedures related to preparation, notice, circulation, and filing of such petitions. Direct annexation by one-half approval, the procedure followed by Kohler, requires strict compliance. § 66.0217(3); see Town of Burke v. City of Madison, 225 Wis. 2d 615, 625, 593 N.W.2d 822 (Ct. App. 1999).

City of Delavan, 176 Wis. 2d 516, 528, 500 N.W.2d 268 (1993) (emphasis added) (citing City of Waukesha v. Salbashian, 128 Wis. 2d 334, 352 n.5, 382 N.W.2d 52 (1986)) (referencing one dictionary definition of contiguous: "touching along boundaries often for considerable distances" but stating that "[f]or the purposes of this decision, we define contiguous as touching or adjoining."); Town of Waukechon, 53 Wis. 2d at 597 (describing the proposed annexation as "contiguous to the city for its entire 575-foot width"). We recognize that each case is fact-specific, and therefore we decline to define contiguity using a numerical threshold.

¶19 We have rejected the adoption of a broader definition of contiguous that includes territory near to, but not actually touching, a municipality. See Town of Delavan, 176 Wis. 2d at 528-29 (declining the City's request to adopt "a broader definition of 'contiguous' that includes territory near to, but not actually touching, the annexing municipality," as it would "place distant lakeshore property owners at risk of being annexed by neighboring municipalities"). However, we acknowledge that there can be situations where contiguous "does not always mean the land must be touching." Town of Lyons v. City of Lake Geneva, 56 Wis. 2d 331, 336, 202 N.W.2d 228 (1972). For example, in Town of Lyons, we determined that a 23-foot public road separating the City limits from the boundary of the annexed land was "close enough to the city limits to be contiguous" because "a public road should not destroy the concept of 'contiguous' regardless of ownership." Id.; see also Town of Delavan, 176 Wis. 2d at 530 (recognizing that a

1.5-acre parcel of land separated from the land sought to be annexed by 400 feet of water was not contiguous, but that the "trivial lack of contiguity [was] insufficient to void the annexation" given the "unique facts of th[e] particular case").

¶20 The Town presents side-by-side maps to support its assertion that the annexation in this case is "virtually identical" to the annexation invalidated in Mt. Pleasant I, 24 Wis. 2d 41. In Mt. Pleasant I, a private party sought to connect its land to the Racine city limits by a corridor approximately 1,705 feet long, varying in width from approximately 152 to 306 feet. Id. at 43. The land physically touched the Racine city limits only at the southwest corner by a 153-foot-wide corridor. Id. at 43-44. The Mt. Pleasant I court focused its discussion of contiguity on the validity of "corridor" or "strip" annexations, intended by developers to attach land to a city to obtain services, but which "in reality are no more than isolated areas connected by means of a technical strip a few feet wide." Id. at 45-46.

¶21 Because of the lack of Wisconsin authority regarding the validity of these annexations, the Mt. Pleasant I court looked to out-of-state authority for guidance. Id. at 45. Four of the five out-of-state cases cited in Mt. Pleasant I involved voided annexations with a border of less than 100 feet between the annexing municipality and the annexed territory. See Potvin v. Village of Chubbuck, 284 P.2d 414, 415 (Idaho 1955) (corridor strip was five feet wide); Clark v. Holt, 237 S.W.2d 483, 484 (Ark. 1951) (border was 50 feet wide); State ex rel. Danielson v. Village of Mound, 48 N.W.2d 855, 858-59 (Minn. 1951) ("100-foot wide railroad

right of way which extends about five-eighths of a mile"); State ex rel. Fatzer v. Kansas City, 222 P.2d 714, 720 (Kan. 1950) (of the land annexed, "only 82 feet touches the city limits of Kansas City").[12]

¶22 Here, unlike in Mt. Pleasant I, the annexed territory shares a common boundary with the City of 650 feet, which is more than only a "technical strip a few feet wide."[13] The degree of physical contact between the City and the territory is over four times that of the border connecting the City with the annexed territory in Mt. Pleasant I and involves a significant degree of physical contact between the properties. See Town of Waukechon, 53 Wis. 2d at 597 ("The Town of Waukechon attempts to analogize [Mt. Pleasant I] with the instant action. We see no similarity between the cases. The area of proposed annexation herein is rectangular and is contiguous to the city for its entire 575-foot width."); see also Town of Lyons, 56 Wis. 2d at 336 ("In the Mt. Pleasant Case, we held land was not contiguous because only a small part of it touched the city.") Based on the facts of this case,

---

[12] The fifth case, People ex rel. Village of Worth v. Ihde, 177 N.E.2d 313 (Ill. 1961), involved annexation to a highway which also likely involved a border of less than 100 feet.

[13] The City, DOA, and the circuit court all cited Mt. Pleasant II in their discussion of contiguity, despite the fact that the contiguity of the annexation was not at issue in that case. Town of Mt. Pleasant v. City of Racine, 28 Wis. 2d 519, 524, 137 N.W.2d 656 (1965) ("Mt. Pleasant II") ("Respondent does not attack the ordinance on the ground that the territory lacks sufficient contiguity as was done in the first Mt. Pleasant v. Racine Case.").

we conclude that the annexation satisfies the statutory contiguity requirement in Wis. Stat. § 66.0217(3).

¶23 We observe that when the Mt. Pleasant I court stated that it relied upon "application thereto of the rule of reason" to reach its conclusion regarding statutory contiguity, 24 Wis. 2d at 47, it blurred the statutory contiguity and rule of reason analyses. This has caused confusion and conflation of the statutory contiguity requirement with the first prong of the rule of reason. See, e.g., Town of Waukechon, 53 Wis. 2d at 597. We clarify that contiguity is a legislative mandate discrete from the first prong of the judicially created rule of reason, which is described in detail below.

B. The Rule of Reason

¶24 The rule of reason is a "judicially-created doctrine courts have applied to assess the validity of annexations," in addition to statutory requirements. Town of Lincoln v. City of Whitehall, 2019 WI 37, ¶15 n.10, 386 Wis. 2d 354, 925 N.W.2d 520. The rule, also referred to as "the test of reason," has been traced back to the 1880s. See Smith v. Sherry, 50 Wis. 210, 6 N.W. 561, 564 (1880); see also Town of Fond du Lac v. City of Fond du Lac, 22 Wis. 2d 533, 541, 126 N.W.2d 201 (1964) (applying the rule of reason that was "first announced in Smith v. Sherry"). Wisconsin courts have applied the rule of reason in annexation cases for over 50 years[14] to serve as a check on whether a municipality has

[14] See, e.g., Town of Lincoln v. City of Whitehall, 2019 WI 37, ¶15 n.10, 386 Wis. 2d 354, 925 N.W.2d 520; Town of Delavan v. City of Delavan, 176 Wis. 2d 516, 528, 500 N.W.2d 268 (1993); Town of Pleasant Prairie v. City of Kenosha, 75 Wis. 2d 322, 327, 249

abused its powers of annexation. Town of Delavan, 176 Wis. 2d at 538. The analysis continues to play a role in Wisconsin annexation jurisprudence.[15]

¶25 An annexation satisfies the rule of reason when three requirements are met. First, exclusions and irregularities in boundaries must not be the result of arbitrariness. Town of Pleasant Prairie, 75 Wis. 2d at 327. Second, some reasonable present or demonstrable future need for the annexed property must be shown. Id. Finally, no other factors must exist which would

---

N.W.2d 581 (1977); Town of Lafayette v. City of Chippewa Falls, 70 Wis. 2d 610, 625, 235 N.W.2d 435 (1975); Town of Center v. City of Appleton, 70 Wis. 2d 666, 668 n.4, 235 N.W.2d 504 (1975); Town of Waukesha v. City of Waukesha, 58 Wis. 2d 525, 532, 206 N.W.2d 585 (1973).

[15] Justice Rebecca Grassl Bradley's concurrence would sua sponte abolish the rule of reason, despite the parties' request that the rule remain intact. Justice Rebecca Grassl Bradley's concurrence, ¶51. It is not up to us to make or develop arguments on behalf of the parties. See Industrial Risk Insurers v. American Eng'g Testing, Inc., 2009 WI App 62, ¶25, 318 Wis. 2d 148, 769 N.W.2d 82 ("[W]e will not abandon our neutrality to develop arguments."); State v. Pettit, 171 Wis. 2d 627, 647, 492 N.W.2d 633 (Ct. App. 1992) ("We cannot serve as both advocate and judge."); see also Yorgan v. Durkin, 2006 WI 60, ¶13 n.4, 290 Wis. 2d 671, 715 N.W.2d 160 ("The proper procedure is to have an issue raised, briefed, and argued by the parties before deciding it.").

When asked at oral argument about the value of the rule of reason, the City's attorney responded, "the rule of reason protects against very, very far out circumstances," and "if we do away with the rule of reason there is no check" on such circumstances. The City's attorney further commented: "I've thought through this a lot . . . I've done municipal law for forty years and I think it would be a bad thing to do away with the rule of reason."

constitute an abuse of discretion. Id. We analyze each requirement in turn.

1. Arbitrariness

¶26 The first prong of the rule of reason prohibits exclusions and irregularities in boundary lines as a result of arbitrariness. Id. We have long recognized that "[w]here property owners initiate direct annexation, we do not think the municipality may be charged with arbitrary action in the drawing of the boundary lines." Town of Lyons, 56 Wis. 2d at 338. The choice of boundaries is generally within the discretion of the private party petitioners. See Town of Pleasant Prairie, 75 Wis. 2d at 342.

¶27 However, there are two exceptions when boundary lines drawn by private party petitioners may be considered impermissibly arbitrary. The first is when the municipality is the "'real controlling influence'" in selecting the boundaries. Town of Baraboo, 283 Wis. 2d 479, ¶24 (quoted source omitted). In that situation, "the municipality may be charged with any arbitrariness in the boundaries even though the property owners are the petitioners." Town of Lincoln, 386 Wis. 2d 354, ¶15 n.11. "'Influencing' the proceedings, in this context, means more than providing mere technical assistance or recommendations to the petition signers . . . rather, it means conduct by which the annexing authority dominates the petitioners so as to have effectively selected the boundaries." Town of Menasha, 170 Wis. 2d at 192. In other words, a court may determine there is arbitrariness when the annexing municipality acts as a "'puppeteer and the petitioners [are it's] puppets dancing on a municipal

string.'" Town of Lincoln, 386 Wis. 2d 354, ¶15 n.11 (quoting Town of Waukesha v. City of Waukesha, 58 Wis. 2d 525, 530, 206 N.W.2d 585 (1973)).

¶28 Boundaries drawn by a private party may also be considered impermissibly arbitrary when the territory subject to the proposed annexation is an "exceptional" shape. See, e.g., Town of Pleasant Prairie, 75 Wis. 2d at 342 ("Where the boundaries of an otherwise unexceptionable direct annexation are fixed by petitioners . . . without the exercise of undue influence by the annexing city or village, we see no reason why the petitioners may not determine those boundaries so as to insure the annexation's success.")(emphasis added); see also Town of Medary v. City of La Crosse, 88 Wis. 2d 101, 115-16, 277 N.W.2d 310 (Ct. App. 1979) ("The rule of reason may, however, be applied to invalidate an annexation where the annexation may result in 'gerrymandered' or 'crazy quilt' municipal boundaries, even when the annexation is initiated by a private landowner who sets the boundaries."); Town of Menasha, 170 Wis. 2d at 191 & n.3 ("There are some circumstances in which the shape of an annexed parcel's boundaries are so 'irregular' in shape, that shape alone—apart from any consideration of whether the city was acting as a petitioner—can serve to invalidate the annexation ordinance."). Wisconsin courts have recognized that "there is authority for the proposition that a court may examine the boundaries of an annexation if it has an irregular shape even though the boundaries are determined by the

property owners." Town of Campbell v. City of La Crosse, 2003 WI App 247, ¶26, 268 Wis. 2d 253, 673 N.W.2d 696.[16]

¶29 However, this second exception is limited to the most egregious situations, not mere irregularities in shape, or arm-like extensions. See Town of Baraboo, 283 Wis. 2d 479, ¶¶22-23

---

[16] In 1977, this court in Town of Pleasant Prairie, 75 Wis. 2d at 342, restated the principle from Mt. Pleasant I that boundaries drawn by private party petitioners can be scrutinized for arbitrariness, but only where the annexed area is an "exceptional shape." Two years later, in Town of Medary v. City of La Crosse, 88 Wis. 2d 101, 277 N.W.2d 310 (Ct. App. 1979) and subsequently in Town of Menasha v. City of Menasha, 170 Wis. 2d 181, 488 N.W.2d 104 (Ct. App. 1992), the court of appeals repeated this standard. In Town of Campbell, the court of appeals relied upon "the analysis in Town of Pleasant Prairie" to conclude that the general shape of an annexation was not open to challenge in an owner-initiated annexation. Town of Campbell v. City of La Crosse, 2003 WI App 247, ¶¶26-27, 268 Wis. 2d 253, 673 N.W.2d 696. However, as noted above, Town of Pleasant Prairie allows for such scrutiny where the annexed area is an "exceptional shape."

In subsequent cases, the court of appeals analyzed the shape of the boundaries drawn by a private party, while also continuing to call on this court to clarify the exception, see, e.g., Town of Baraboo v. Village of West Baraboo, 2005 WI App 96, ¶23 & n.5, 283 Wis. 2d 479, 699 N.W.2d 610 (calling on the court to clarify this issue, yet concluding the shape of the annexation was not "of a kind that removes it from the 'general rule' that owner-petitioned annexations should not be invalidated under the first component of the rule of reason" because "[i]t is not a shoestring or balloon on a stick annexation whereby the Village has relied solely on highway right-of-way to 'capture' a distant prized parcel . . ."); see also Town of Lincoln v. City of Whitehall, 2018 WI App 33, ¶39 n.7, 382 Wis. 2d 112, 912 N.W.2d 403 (reversed and remanded on other grounds) ("[W]e renew our call for the supreme court to clarify the law in this area.").

We now answer the court of appeals' numerous calls for clarification and reiterate that private party initiated annexations that are an "exceptional" shape may be reviewed by a court under the first prong of the rule of reason.

(reasoning that "although it produces an arm-like extension of the northern municipal boundary . . . [it] does not violate the first component of the rule of reason"); see also Town of Medary, 88 Wis. 2d at 117 ("While the shape of the annexation is somewhat irregular, the irregularity is partly necessitated because of the irregularity of the La Crosse city limits along the joint boundary of the city . . . [this] is not the extreme crazy-quilt or shoestring annexation disapproved in Mt. Pleasant.")

¶30 In this case, as to the first exception, the circuit court found that "[t]here is absolutely no evidence in the record supporting any claim that the City selected the boundaries for the Kohler annexation." Instead, the record shows that Kohler alone selected the territory to be included in the Petition, prepared the annexation map, and drew the boundary lines. The circuit court found that "the City had no input or involvement whatsoever in determining the boundaries for the annexation."[17] The circuit court's factual findings regarding the lack of proof are sufficient and legally support the conclusion that the City did not act as a "controlling influence" that orchestrated the annexation.

¶31 As to the second exception, this annexation is not an exceptional shape. The boundaries in this case are not the type

[17] The Town asserts that the City's involvement in presenting Kohler's annexation proposal to the Common Council and in preparing a pre-annexation agreement equates to influence or control. We agree with the circuit court that the City merely provided technical assistance which does not rise to the level of "dominat[ing] the petitioners so as to have effectively selected the boundaries." Town of Menasha, 170 Wis. 2d at 192.

of exceptional "gerrymandered" or "crazy quilt" boundaries disapproved of in Mt. Pleasant I. See Town of Baraboo, 283 Wis. 2d 479, ¶¶22-23 (distinguishing the annexation at issue from a "shoestring" or "balloon on a stick" annexation whereby the Village sought to "'capture' a distant prized parcel"). The territory is 1,450 feet wide at certain points, which is almost five times the widest dimension in the Mt. Pleasant I annexation. Additionally, the configuration is also far more substantial in its dimensions than the isolated rural area that was connected by a technical strip in Mt. Pleasant I. We agree with the circuit court that "[t]he overall shape and appearance of the Kohler annexation is [] not so arbitrary or unreasonable that it can or should be invalidated."

¶32 Based on the circuit court's findings of fact, which are supported by ample evidence, we conclude that the boundary lines are not impermissibly arbitrary under the first prong of the rule of reason.

2. Reasonable Present or Future Demonstrable Need

¶33 Under the second prong of the rule of reason, we assess whether there is "some reasonable present or demonstrable future need for the annexed territory." Town of Pleasant Prairie, 75 Wis. 2d at 334. "To sustain the validity of an annexation the annexing municipality need not have a pressing, imperative need for the territory. A showing of a reasonable need for the

annexation will be sufficient to sustain annexation." Id. at 335.[18]

¶34 This court has considered a number of factors when determining the needs of the annexing municipality including: "'(1) A substantial increase in population; (2) a need for additional area for construction of homes . . . ; (3) a need for additional land area to accommodate the present or reasonably anticipated future growth of the municipality; . . . (4) the extension of police, fire, sanitary protection or other municipal services . . . .'" Town of Sugar Creek v. City of Elkhorn, 231 Wis. 2d 473, 482, 605 N.W.2d 274 (Ct. App. 1999) (quoting Town of Lafayette, 70 Wis. 2d at 626); see also Town of Pleasant Prairie, 75 Wis. 2d at 335-36. This list is not exhaustive as there are other factors which courts may deem relevant depending upon the particular facts of each case.

¶35 When the petition is initiated by a private party, as in the instant case, the court must also consider the petitioner's desire to be located in a particular municipality. Town of Sugar Creek, 231 Wis. 2d at 483. We have consistently given great weight to the desire of property owners to seek annexation in pursuit of

---

[18] A court's assessment of whether there is a reasonable need for the annexation is not an independent evaluation of the best interest of the parties. Town of Lyons v. City of Lake Geneva, 56 Wis. 2d 331, 338, 202 N.W.2d 228 (1972); see also Town of Medary, 88 Wis. 2d at 122-23 (reasoning that a municipality "is in no position to negotiate or pick and choose" when a petition is presented because the statute "does not make any provision for a city to annex only that portion of territory . . . for which it has a need. It must annex all of the territory or none of it.").

their own perceived best interests. See Town of Pleasant Prairie, 75 Wis. 2d at 329; see also Town of Waukesha, 58 Wis. 2d at 533 (reasoning that the wishes of a private party petitioning for annexation "are relevant as well as the need of the municipality to annex"); Town of Campbell, 268 Wis. 2d 253, ¶31 (observing that in past decisions we have "consider[ed] the needs of the annexed territory along with the needs of the annexing municipality in concluding that the need component is met"). When considering a property owner's desire to annex property, we incorporate other factors like "the applicable zoning ordinances, development goals, and available services into its determination of need." Town of Delavan, 176 Wis. 2d at 539.

¶36 The circuit court made detailed findings in its written decision regarding the City's need and Kohler's desire for annexation. In determining whether the City showed a present or demonstrable future need for the annexed territory, the circuit court observed that "[t]he most obvious example is in the expansion of residential housing . . . . Annexation further provides the City with the ability to achieve its long term economic planning and goals." See Town of Lyons, 56 Wis. 2d at 338 (recognizing a city's reasonable need for land which could be zoned residential). The City had planned for years to develop and expand and Kohler's proposal provided the opportunity to do so. See Town of Waukechon, 53 Wis. 2d at 599 (recognizing that "the city has a comprehensive city plan which calls for residential development to the south of the city"). Therefore, the circuit court concluded that the "City's desire to effect a reasonable and orderly plan for

municipal expansion, development and economic growth satisfy the need requirement under the rule of reason."

¶37 The circuit court also detailed the reasons Kohler wanted its property to be annexed to the City: to overcome the Town Board's opposition to the intended golf course development and to assure that the golf course would receive a sufficient source of water. The circuit court described Kohler's predicament with the Town as follows: "the Town Board members historically opposed the golf course development . . . [and] . . . Kohler reasonably believed that [the Town Board] would not take a different approach when it came time to . . . vote on Kohler's application for a conditional use permit."

¶38 The circuit court further weighed Kohler's concern that the Town is incapable of providing water for the golf course development. Kohler had determined that it would benefit from the availability of the City's municipal water source because it "ensured that there would be sufficient water available" for all of the buildings constructed in conjunction with the golf course. The availability of municipal water for the City's full-time fire department additionally "provided Kohler with better fire protection . . . than the Town's volunteer fire department." The circuit court's factual findings on the City's needs and Kohler's desires for the annexation are amply supported by the evidence and therefore we conclude that the second prong of the rule of reason is satisfied.

3. Other Factors That Constitute an Abuse of Discretion

¶39 Finally, we consider whether there are other factors that would constitute an abuse of discretion under the third prong of the rule of reason. Town of Pleasant Prairie, 75 Wis. 2d at 327. Under this prong, we "consider evidence that the municipality abused its discretion for reasons other than those considered under the first two components." Town of Campbell, 268 Wis. 2d 253, ¶37.

¶40 The Town asserts that the City abused its discretion by simply rubber-stamping the annexation and agreeing to support the golf course development "simply to get more money." The circuit court found, however, that "none of the facts or reasons given by the Town show the City abused its discretion in enacting the ordinance. Initially, many of the alleged 'bad acts' which the Town identifies are taken out of context and unsupported by the factual record."[19] The record includes evidence of lengthy

[19] Some of these "facts" considered by the circuit court include:

- Sheboygan's employees began lobbying for this golf course development even before it knew what other properties would be included in the annexation (i.e., support the golf course regardless of any other issues or needs);

- Sheboygan allowed Kohler to write and even dictate the advocacy position for the golf course, both to its officials and the DOA;

- Sheboygan knew this plan was "controversial" and could not be supported by references to its Comprehensive Plan, and asked Kohler to provide justifications for it;

- Sheboygan had no concern about ripping this land use conditional use permit decision away from the

deliberations by City officials regarding the annexation, which supports the circuit court's finding that "City officials . . . conducted a thorough analysis of the petition before recommending it to the Common Council for adoption." The City's actions were aimed at effectuating the annexation requested by Kohler and were consistent with Kohler's expressed desire to develop its land into a world championship golf course. See Sanitary Dist. No. 4-Town of Brookfield v. City of Brookfield, 2009 WI App 47, ¶21, 317 Wis. 2d 532, 767 N.W.2d 316 ("The City's actions . . . were always consistent with, and in furtherance of, the property owner's expressed desire. The property owners initiated the annexation proceeding and were assisted by the City to accomplish that intent."). The circuit court's findings of fact are amply supported by the evidence and therefore we conclude that the Town failed to demonstrate any abuse of discretion under the third prong of the rule of reason. We conclude that the annexation satisfies all three prongs of the rule of reason.

C. Signature Requirement

¶41 The Town asserts that because the territory included a large amount of state and city-owned land with no assessed value, the Petition failed to afford property owners with the representative power to veto a proposed annexation as intended by Wis. Stat. § 66.0217(3)(a)1.

Town and residents that surround the subject parcel.

¶42 Wisconsin Stat. § 66.0217(3)(a)1. provides, in relevant part:

> (a) Direct annexation by one-half approval. A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following:
>
> 1. A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:
>
> a. The owners of one-half of the land in area within the territory.
>
> b. The owners of one-half of the real property in assessed value[20] within the territory.

(Emphasis added.)

¶43 The Town acknowledges that, pursuant to Wis. Stat. § 66.0217(3)(a)1.b., non-assessed state and city-owned parcels of land are excluded in calculating the amount of signatures required to approve annexation. The Town concedes that the Petition included signatures for over one-half of the owners of real property in assessed value within the territory, and thus comports with the plain language of § 66.0217(3)(a)1.b. See State ex rel. Kalal v. Circuit Court for Dane Cty., 2004 WI 58, ¶45, 271 Wis. 2d 633, 681 N.W.2d 110 ("[W]e have repeatedly held that statutory interpretation 'begins with the language of the statute.

[20] "Assessed value," as defined by Wis. Stat. § 66.0217(1)(a), is "the value for general tax purposes as shown on the tax roll for the year next preceding the filing of any petition for annexation."

If the meaning of the statute is plain, we ordinarily stop the inquiry.'" (quoted source omitted)).

¶44 The Town asserts, however, that the City circumvented the intent of Wis. Stat. § 66.0217(3)(a)1. when it failed to include hundreds of acres of non-assessed state and city-owned property to determine the signature requirement. The Town argues that where the proposed annexation includes a large amount of non-assessed land, as in the instant case, the petitioner should be forced to calculate the number of signatures needed by units of acreage pursuant to § 66.0217(3)(a)1.a. According to the Town, the omission of State-owned parcels from the calculation "artificially weighs against the rights of those representing the petitioned territory to voice their choice for or against initiation of annexation proceeding." The Town admits that this is a "new, novel, issue of law" but argues that the omission of the state and city-owned land otherwise defeats the purpose of § 66.0217(3).

¶45 The Town's argument that a petitioner should be required to use one method of calculation over another is a policy argument and has no support in the statutory language. See Flynn v. DOA, 216 Wis. 2d 521, 529, 576 N.W.2d 245 (1998) ("It is for the legislature to make policy choices, ours to judge them based not on our preference but on legal principles . . . ."). It is undisputed that the Petition included the signatures of the owners of 91 percent of the territory measured by assessed value, thus complying with the requirements set forth in Wis. Stat.

§ 66.0217(3)(a)1.a. We therefore conclude that the Petition complied with § 66.0217(3)(a)1.

D. Population Certification Requirement

¶46 Finally, the Town asserts that the Petition failed to certify the population count in accordance with Wis. Stat. § 66.0217(5)(a), which provides:

> The petition shall also specify the population of the territory. In this paragraph, "population" means the population of the territory as shown by the last federal census, by any subsequent population estimate <u>certified as acceptable by the department</u> or by an actual count <u>certified as acceptable by the department</u>.

(Emphasis added.)

¶47 At the circuit court, the Town asserted that DOA failed to issue a certification of Kohler's population count, "either by written affirmation or otherwise." The circuit court granted the City's partial summary judgment motion on the issue, concluding that the "undisputed facts in the present case demonstrate that Kohler's petition complied with the population requirement in Wis. Stat. § 66.0217(5)(a)." The circuit court relied in part on two affidavits submitted by DOA employee Erich Schmidtke. Schmidtke conducted the review of the Petition and averred that by accepting the petition for a public interest review, DOA "certified" or confirmed that the Petition satisfied this requirement.

¶48 Schmidtke explained that when there is no federal census information, DOA employs a multi-step process to "certify as acceptable" the population estimate or actual population incorporated within a petition. This process includes obtaining population information from (1) the annexation petition; (2) the

"Request for Annexation Review" form; and (3) an "Annexation Review Questionnaire" that the annexing city or village and the annexee town file with DOA. Schmidtke stated that he relied on population information in the Request for Annexation Review form and the petition document,[21] and noted that the City and Town also included population information in their Annexation Review Questionnaires. After "finding that the population requirement . . . was complied with, the Department accepted the petition for its review." Based on Schmidtke's averments, the circuit court found that Schmidtke "completed the 'process' in which the DOA engages in order to certify as 'acceptable' the population specified in Kohler's petition."

¶49 As determined by the circuit court, the Town failed to raise a genuine issue of material fact regarding whether DOA "certified as acceptable" the population in the Petition based on its review. As the circuit court correctly noted, Wis. Stat. § 66.0217(5)(a) does not explicitly require DOA to engage in any formal, specific process or to audit the population information in order to certify a population estimate or actual population count. Since it remains undisputed that Schmidtke, on behalf of DOA, reviewed the population in the Petition and averred that he

[21] In his affidavits, Schmidtke stated that he reviewed the Petition for population information; however, it appears that DOA never received a copy of the Petition. The Town is correct that DOA received only the Notice of Intention to Circulate an Annexation Petition, the Request for Annexation Review, and the Annexation Review Questionnaire.

certified it as acceptable, we uphold the circuit court's grant of partial summary judgment on this issue.

IV. CONCLUSION

¶50 We conclude that the annexation meets the statutory contiguity requirement in Wis. Stat. § 66.0217(3) and satisfies the rule of reason. We further conclude that the Petition complied with the signature and certification requirements set forth in §§ 66.0217(3) and (5)(a). Therefore, we affirm the circuit court.

By the Court.—The decision of the circuit court is affirmed.


Jackson School
Weeden Creek Road
CITY OF SHEBOYGAN
Riverdale Golf Course
Indian Mound Park
S 12th Street
PROPOSED ANNEXATION
Town of Wilson Fire Department
Indian Mound Road
PETITIONERS
Stahl Road
KOHLER COMPANY (PROPOSED GOLF COURSE TARGET PARCEL)
County Road V
LAKE MICHIGAN
Legend
City of Sheboygan
Kohler Company Annexation
30 Petitioner Parcel Index (See Table 2)
Petitioners In Favor of Annexation (See Table 2)
Kohler Company (Proposed Golf Course Target Parcel)
N
0
1,500
Feet

¶51 REBECCA GRASSL BRADLEY, J. *(concurring)*. I agree with the majority that the annexation of Kohler's land to the City of Sheboygan satisfies the contiguity requirement of Wis. Stat. § 66.0217(3) (2017-18).[1] I also agree the annexation petition complied with the signature requirement of Wis. Stat. § 66.0217(3)(a)1 and the Department "certified as acceptable" the population specified in the petition as required under Wis. Stat. § 66.0217(5)(a) (2017-18).[2] I write separately, however, because the majority perpetuates the "rule of reason," a judicially created doctrine not found in the statutory text.[3] I would overturn Town of Mt. Pleasant v. City of Racine[4] ("Mt. Pleasant I")—the case

---

[1] All subsequent references to Wis. Stat. § 66.0217(3) are to the 2017-18 version unless otherwise indicated.

[2] I join parts I, III.C, and III.D of the majority opinion.

[3] See, e.g., Town of Fond du Lac v. City of Fond du Lac, 22 Wis. 2d 533, 541, 126 N.W.2d 201 (1964) (discussing the origin of the principle in cases); Richard W. Cutler, Characteristics of Land Required for Incorporation or Expansion of a Municipality, 1958 Wis. L. Rev. 6, 27-29 (1958) (crediting the rule of reason's origin to a 1957 Wisconsin Supreme Court case); Clayton P. Gillette, Expropriation and Institutional Design in State and Local Government Law, 80 Va. L. Rev. 625, 681 (1994) (discussing Mt. Pleasant I and referring to the "judicially created 'rule of reason'"); Stephen L. Knowles, Comment, The Rule of Reason in Wisconsin Annexations, 1972 Wis. L. Rev. 1125, 1146 (1972) (calling the rule of reason a "judicial doctrine"); Walter K. Johnson, The Wisconsin Experience with State-Level Review of Municipal Incorporations, Consolidations, and Annexations, 1965 Wis. L. Rev. 462, 474 (1965) (referring to it as the "judicially created 'rule of reason'"); Robert D. Zeinemann, Overlooked Linkages Between Municipal Incorporation and Annexation Laws: An In-Depth Look at Wisconsin's Experience, 39 Urb. Law. 257, 285 (2007) (describing the rule of reason as "made by the courts"); majority op., ¶24 ("The rule of reason is a 'judicially created doctrine[.]'").

[4] Town of Mt. Pleasant v. City of Racine ("Mt. Pleasant I"), 24 Wis. 2d 41, 127 N.W.2d 757 (1964).

responsible for grafting the rule of reason onto the statutory contiguity requirement for annexation—and abolish the rule of reason because the judiciary invaded the exclusive authority of the legislature by rewriting the annexation statute to its liking. It is "the province and duty of the judicial department to say what the law is[,]" and not what we think it should be. Marbury v. Madison, 5 U.S. (1 Cranch) 137, 177 (1803). The legislature conditioned annexations on contiguity, procedural requirements, and nothing more. This court lacks any authority to modify, tweak or supplement the legislature's work.

I

¶52 Continuing to apply a judicial doctrine so consistently criticized for confusing judges and litigants alike in its meaning and application intractably ensconces in our jurisprudence even those cases widely recognized to be wrongly decided. "While adhering to precedent is an important doctrine for lending stability to the law, not every decision deserves stare decisis effect. After all, the purpose of stare decisis 'is to make us say that what is false under proper analysis must nonetheless be held to be true, all in the interest of stability.'" State v. Grandberry, 2018 WI 29, ¶86, 380 Wis. 2d 541, 910 N.W.2d 214 (Rebecca Grassl Bradley, J., dissenting) (quoting Antonin Scalia, A Matter of Interpretation: Federal Courts and the Law 138-40 (1997)). Besides eternalizing bad law, sustaining judicial rewriting of statutes sanctions judicial usurpation of the legislative function. "Reflexively cloaking every judicial opinion with the adornment of stare decisis threatens the rule of law, particularly when applied to interpretations wholly

unsupported by the statute's text." Manitowoc Co., Inc. v. Lanning, 2018 WI 6, ¶81 n.5, 379 Wis. 2d 189, 906 N.W.2d 130 (Rebecca Grassl Bradley, J., concurring).

¶53 This court has long recognized that multiple factors warrant jettisoning wrongly decided precedent:

> (1) Changes or developments in the law have undermined the rationale behind a decision; (2) there is a need to make a decision correspond to newly ascertained facts; (3) there is a showing that the precedent has become detrimental to coherence and consistency in the law; (4) the prior decision is "unsound in principle;" or (5) the prior decision is "unworkable in practice."

Bartholomew v. Wis. Patients Comp. Fund & Compcare Health Ins. Corp., 2006 WI 91, ¶33, 293 Wis. 2d 38, 717 N.W.2d 216 (footnote omitted). "The principle of stare decisis does not compel us to adhere to erroneous precedents or refuse to correct our own mistakes." State v. Outagamie Cty. Bd. of Adjustment, 2001 WI 78, ¶31, 244 Wis. 2d 613, 628 N.W.2d 376. In determining whether to uphold a prior case's statutory interpretation, "[i]t is well to keep in mind just how thoroughly [an earlier decision] rewrote the statute it purported to construe." Johnson v. Transp. Agency, 480 U.S. 616, 670 (1987) (Scalia, J., dissenting). In adopting the rule of reason, Mt. Pleasant I transformed a single word into a thorny three-part test requiring judges to inject their subjective whim into the analysis rather than applying their objective judgment.

¶54 The first two prongs of the rule ask whether boundaries are "arbitrar[y]," or there is a "reasonable" need for the property. See Town of Lafayette v. City of Chippewa Falls, 70 Wis. 2d 610, 625, 235 N.W.2d 435 (1975). Drawing the line between

what is rational or arbitrary, and what is reasonable or unreasonable, inherently depends on the subjective beliefs of a reviewing judge. It is no wonder why, almost 70 years after the creation of the doctrine, nobody knows how it applies or what it prohibits. Regrettably but not surprisingly, the doctrine has spawned decades of cases from which no decipherable principle of law may be discerned. See Stephen L. Knowles, Comment, The Rule of Reason in Wisconsin Annexations, 1972 Wis. L. Rev. 1125, 1140 (1972) ("[The rule of reason's] use leads to confusion and invites litigation."); Robert D. Zeinemann, Overlooked Linkages Between Municipal Incorporation and Annexation Laws: An In-Depth Look at Wisconsin's Experience, 39 Urb. Law. 257, 315-16 (2007) (stating that today's rule of reason "is a confusing set of ad hoc and oftentimes conflicting opinions" and its jurisprudence is akin to "muddy waters").

¶55 When revisiting a judicial opinion like Mt. Pleasant I, which overrode the policy choices of the people's representatives in favor of the court's preferences, "courts of last resort are duty-bound to correct the prior court's error." Manitowoc Co., Inc., 379 Wis. 2d 189, ¶81 n.5 (Rebecca Grassl Bradley, J., concurring); see also Gamble v. United States, 139 S. Ct. 1960, 1989 (2019) (Thomas, J., concurring) ("[W]e should not invoke stare decisis to uphold precedents that are demonstrably erroneous."). As the court recently recognized, "[w]e do more damage to the rule of law by obstinately refusing to admit errors, thereby perpetuating injustice, than by overturning an erroneous decision." State v. Roberson, 2019 WI 102, ¶49, 389 Wis. 2d 190, 935 N.W.2d 813 (quoting Johnson Controls, Inc. v. Emp'rs Ins. of

Wausau, 2003 WI 108, ¶100, 264 Wis. 2d 60, 665 N.W.2d 257). "If the precedent is bad, let it be overruled by all means, or let the legislature regulate the matter by statute." Francis Lieber, On Civil Liberty and Self-Government 211 (Theodore D. Woolsey ed., 3d ed. 1883). With respect to annexation, the legislature had regulated the matter by statute but that didn't stop the judiciary from stepping in to tamper with the legislature's policy choices in order to advance its own. This court should disavow its decades-old interference with the legislature's exclusive prerogative to write laws.

II

¶56 In Mt. Pleasant I, the court purported to address whether the annexation by the City of Racine of property located in the Town of Mt. Pleasant "was void because the area proposed to be annexed [was] not contiguous to the city of Racine within the requirements of sec. 66.021(2)(a)[.]" Town of Mt. Pleasant v. City of Racine, 24 Wis. 2d 41, 45, 127 N.W.2d 757 (1964). The land at issue in Mt. Pleasant I was 145 acres total, including a corridor roughly "1,705 feet long, and varying in width from approximately 306 feet to 152 feet." Id. at 43. At the end of this corridor, 153 feet of the annexed area touched the City of Racine. Id. at 44. On appeal, the court considered whether the proposed annexation satisfied the statutory requirement of contiguity. Id. at 45. At the time of Mt. Pleasant I, Wis. Stat. § 66.021(2)(a) (1961-62)[5] contained one substantive requirement

[5] All subsequent references to Wis. Stat. § 66.021(2) are to the 1961-62 version unless otherwise noted.

for annexation: contiguity.[6] The statutory provision at issue between the parties in this case retains this sole substantive requirement.[7]

¶57 The Mt. Pleasant I majority neglected to analyze the statutory meaning of "contiguous," a deficit to which the majority in this case alludes but nevertheless declines to rectify. Majority op., ¶20. Instead of developing the meaning of "contiguous" under the annexation statute, the majority elects to distinguish the annexed territory in Mt. Pleasant I from the annexed property in this case, based upon the "significant degree of physical contact between the properties." Majority op., ¶22 (citation omitted). I agree with the majority's conclusion; giving the word its plain meaning, Kohler's property is "contiguous" to the City of Sheboygan. See Contiguous, Black's Law Dictionary (11th ed. 2019) ("Touching at a point or along a boundary; ADJOINING").

---

[6] In 1964 the statute provided:

> Methods of annexation. Territory contiguous to any city or village may be annexed thereto in the following ways:
>
> (a) Direct Annexation. . . .

Wis. Stat. § 66.021(2) (emphasis added).

[7] Wisconsin Stat. § 66.0217(3) provides:

> Other methods of annexation. Subject to ss. 66.0301(6)(d) and 66.0307(7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:
>
> (a) Direct annexation by one-half approval. . . .

(emphasis added).

¶58 In this case, the majority acknowledges "[t]he Mt. Pleasant I court focused its discussion of contiguity on the validity of 'corridor' or 'strip' annexations," which Mt. Pleasant I described as "isolated areas connected by means of a technical strip a few feet wide." Mt. Pleasant I, 24 Wis. 2d at 46; majority op., ¶20. Somewhat ironically, Mt. Pleasant I's concern over shoestring or gerrymander annexations was completely untethered to the statutory contiguity requirement. In lieu of ascertaining the meaning of "contiguous" under the annexation statute, that court supplanted the statutory language altogether in favor of the judicially-invented "test of reason." Mt. Pleasant I, 24 Wis. 2d at 45-46. While the legislature imposed but one substantive requirement—contiguity—the judiciary fashioned three components on which it would condition its approval of an annexation: "(1) Exclusions and irregularities in boundary lines must not be the result of arbitrariness; (2) some reasonable present or demonstrable future need for the annexed property must be shown; and (3) no other factors must exist which would constitute an abuse of discretion." Town of Lafayette, 70 Wis. 2d at 625 (footnote omitted). By inquiring whether the boundary lines were "reasonable in the sense that they were not fixed arbitrarily, capriciously, or in the abuse of discretion[,]" the Mt. Pleasant I court abandoned the statutory text altogether, instead proclaiming that "[s]hoestring or gerrymander annexation[s]" do not coincide with legislative "intent" as the court somehow divined it. Mt. Pleasant I, 24 Wis. 2d at 46. Without any pretense of ascertaining the meaning of "contiguous" under the annexation statute, the court held, in conclusory

fashion, that under the extra-textual "rule of reason . . . the annexation of the area in question does not meet the statutory requirement of contiguity." Id. at 47.

¶59 Mt. Pleasant I's determination that the boundary lines of the proposed annexation were not "reasonable," i.e., were "fixed arbitrarily, capriciously, or in the abuse of discretion[,]" has no bearing on whether annexed property is contiguous. Boundary lines could be "fixed arbitrarily" and unreasonable, and nevertheless be "contiguous" under the annexation statute. Rather than applying the sole criterion for a lawful annexation—contiguity—the Mt. Pleasant I court instead introduced considerations it found pertinent under its policy predilections, but were in fact extraneous to the statutory language. See Mt. Pleasant I, 24 Wis. 2d at 47 (Wilkie, J., dissenting) (citing § 66.021(2)) ("The majority has engrafted onto the statute the additional requirement that a proposed annexation is subject to review under the 'rule of reason' to determine whether the proposed boundary lines are 'reasonable in the sense that they were not fixed arbitrarily, capriciously, or in abuse of discretion.'" (footnote omitted)). In doing so, the court crossed the judicial boundary of declaring what the law says and intruded on the legislature's prerogative to proclaim what the law should be.

¶60 Grounded in the premise that judges know better than the people's representatives, the rule of reason displays judicial arrogance at its worst. See Clayton P. Gillette, Expropriation and Institutional Design in State and Local Government Law, 80 Va. L. Rev. 625, 681-82 (1994) (noting that implicit in Mt. Pleasant I's rationale is "that judicial intervention could provide a more

accurate decision about the propriety of particular annexations"); Laurie Reynolds, Rethinking Municipal Annexation Powers, 24 Urb. Law. 247, 295 n.185 (1992) ("The . . . rule of reason . . . allows wide-ranging judicial inquiry to evaluate the policy decisions behind the municipality's annexation." (citation omitted)). The rule of reason represents a relic of a by-gone era, reflecting the long-discredited notion that it was the duty of jurists to "do justice."[8]

¶61 Mt. Pleasant I also violated a cardinal canon of statutory interpretation by adding words (and a lot of them) to the statutory text. "Under the omitted-case canon of statutory interpretation, '[n]othing is to be added to what the text states or reasonably implies (casus omissus pro omisso habendus est). That is, a matter not covered is to be treated as not covered.'" Enbridge Energy Co., Inc. v. Dane Cty., 2019 WI 78, ¶23, 387 Wis. 2d 687, 929 N.W.2d 572 (quoting State ex. rel. Lopez-Quintero v. Dittman, 2019 WI 58, ¶18, 387 Wis. 2d 50, 928 N.W.2d 480); see also Wisconsin Ass'n of State Prosecutors v. WERC, 2018 WI 17, ¶45, 380 Wis. 2d 1, 907 N.W.2d 425 ("Nothing is to be added to what the text states or reasonably implies[.]" (quoting Antonin Scalia & Brian Garner, Reading Law: The Interpretation of Legal Texts 93 (2012))); Dawson v. Town of Jackson, 2011 WI 77, ¶42, 336 Wis. 2d 318, 801 N.W.2d 316 ("We decline to read into the statute

[8] Reportedly, Judge Learned Hand once implored Justice Oliver Wendell Holmes to "Do Justice!" As the story goes, Justice Holmes responded, "That is not my job. My job is to play the game according to the rules." See Michael Herz, "Do Justice!": Variations of a Thrice-Told Tale, 82 Va. L. Rev. 111, 111 (1996) (citing Learned Hand, A Personal Confession, in The Spirit of Liberty 302, 306-07 (Irving Dilliard ed., 3d ed. 1960)).

words the legislature did not see fit to write." (citation omitted)).

¶62 The majority in this case does not attempt to dispute the existence of statutory contiguity (under its "common, ordinary, and accepted meaning")[9] in Mt. Pleasant I, nor can it identify any language in Wis. Stat. § 66.021(2) even impliedly suggesting that the annexation must satisfy the rule of reason, nor can it connect the plain meaning of "contiguous" to any element of the rule of reason. See § 66.021(2); majority op., ¶¶20-22 (discussing Mt. Pleasant I's 153 foot border, which the Mt. Pleasant court held insufficient to meet the statutory contiguity requirement, while acknowledging the persuasive authority on which it relied set the line at 100 feet). At least the majority in this case acknowledges "that when the Mt. Pleasant I court stated that it relied upon 'application thereto of the rule of reason' to reach its conclusion regarding statutory contiguity . . . , it blurred the statutory contiguity and rule of reason analyses." Majority op., ¶23. The majority also concedes that Mt. Pleasant I did not actually interpret the statute but instead added additional hurdles proposed annexations must satisfy in order to survive judicial scrutiny: "contiguity is a legislative mandate discrete from the first prong of the judicially created rule of reason[.]" Id.

¶63 Just like its predecessor statute in 1964, Wis. Stat. § 66.0217(3) requires only contiguity for annexations. See § 66.0217(3). Preventing "[s]hoestring or gerrymander[ed]

[9] State ex rel. Kalal v. Circuit Court for Dane Cty., 2004 WI 58, ¶45, 271 Wis. 2d 633, 681 N.W.2d 110.

annexations" is a policy matter for the Wisconsin Legislature to adopt, not this court. Mt. Pleasant I blatantly disregarded the text of the annexation statute, remade the law to its liking, and should be overruled as both "unsound in principle" and "wrongly decided." In this case, I would rely on the plain meaning of the annexation statute and consider only whether Kohler's property is contiguous to the City of Sheboygan—that is, "[t]ouching at a point or along a boundary; ADJOINING"; "neighbouring, in close proximity[]"; "touching, in contact; adjoining." Contiguous, Black's Law Dictionary (11th ed. 2019); Contiguous, Oxford English Dictionary (6th ed. 1993). It is. The analysis ends there.

III

¶64 The "rule of reason" does not enjoy the longevity suggested by the majority. In a passing reference, the majority cites Smith v. Sherry, 50 Wis. 210, 6 N.W. 561 (1880), as the rule's foundation. See majority op., ¶24. Not so. In Town of Fond du Lac v. City of Fond du Lac, 22 Wis. 2d 533, 541, 126 N.W.2d 201 (1964), the court erroneously declared the rule of reason to have been "first announced in Smith v. Sherry[.]" Sherry's holding did not create the rule of reason and earlier courts twisted its language in order to give the rule a misleading lineage.

¶65 In Sherry, the court considered the validity of the Village of Shawano's annexation of non-adjoining property over six miles away. See Sherry, 50 Wis. at 561. The court held the annexation invalid pursuant to Article 11, Section 3 of the Wisconsin Constitution, which gives the legislature the power to organize cities and villages. Sherry, 50 Wis. at 564. The

annexation was constitutionally invalid because the property was not "adjacent or contiguous" to the Village, not because of arbitrary boundary lines or an abuse of discretion. See Sherry, 50 Wis. at 564. The court interpreted cities and villages in Article 11, Section 3 to "impl[y] an assemblage of inhabitants living in the vicinity of each other and not separated by any other intervening civil division of the state." Id. Because six miles separated the Village from the property in question, Sherry held "the territory so admitted to be included . . . is an abuse and violation of that provision of section 3, art. 11, of the constitution[.]" Id. The court concluded by saying that it was imposing no constraints on the legislature in fixing boundaries for cities or villages, "so long as the territory of which [they are] composed is adjacent or contiguous[.]" Id. at 564-65.

¶66 Almost fifty years of academic scholarship and cases reveal the shaky foundation for the current three-pronged rule of reason. Based solely on improper judicial policy making, the rule of reason has no foundation in Sherry or the Wisconsin Constitution. Sherry "has been infrequently cited in the past sixty years and misused when it was cited." Zeinemann, supra ¶54, at 277 & n.145 (internal footnote omitted; footnote omitted) (explaining courts miscited Sherry for the basis of the current rule of reason). Wisconsin courts have cited Sherry in annexation cases only twice since 1975. For good reason. "[T]oday's Rule of Reason bears little resemblance to the rule from Sherry" and "departs from Sherry." Id. at 278 (footnote omitted); see also Knowles, supra ¶54, at 1133 (discussing two weaknesses with the rule of reason's purported basis in the constitution). While the

rule of reason is a limitation on arbitrary actions by municipalities, the constitutional provision applied in Sherry is a "positive grant of power" allowing municipalities to govern themselves. See Wis. Const. art. 11, § 3 ("Cities and villages organized pursuant to state law may determine[.]"); Knowles, supra ¶54, at 1133 (discussing the same).

¶67 The expressed purpose for the judicial creation of the rule of reason was to effectuate a perceived legislative "intent" to prohibit certain annexations. Mt. Pleasant I, 24 Wis. 2d at 46 (suggesting that a corridor annexation "does not coincide with legislative intent"); see also Richard W. Cutler, Characteristics of Land Required for Incorporation or Expansion of a Municipality, 1958 Wis. L. Rev. 6, 29 (1958) ("Presumably the court interpreted the rule of reason as representing legislative intent." (footnote omitted)); Knowles, supra ¶54, at 1139 ("The principal advantage of the rule of reason in the contiguity cases is that, at least in theory, it may be used to invalidate annexations allowed by the statutes but clearly contrary to legislative intent."). This court rightly discarded legislative "intent" as a permissible indicator of statutory meaning. See State ex rel. Kalal v. Circuit Court for Dane Cty., 2004 WI 58, ¶44, 271 Wis. 2d 633, 681 N.W.2d 110 ("It is the enacted law, not the unenacted intent, that is binding on the public."); see also State v. Lopez, 2019 WI 101, ¶39, 389 Wis. 2d 156, 936 N.W.2d 125 (Rebecca Grassl Bradley, J., concurring) ("An interpretation based on what the legislature intended a statute to mean is improper."); Winebow, Inc. v. Capitol-Husting Co., 2018 WI 60, ¶40, 381 Wis. 2d 732, 914 N.W.2d 631 (Rebecca Grassl Bradley, J., dissenting)

("[L]egislative intent behind enactment of a law . . . cannot govern statutory interpretation. Rather, our analysis must focus on the statutory language itself[.]"); State v. Grandberry, 380 Wis. 2d 541, ¶55 (Kelly, J., concurring) ("[W]e give effect only to what the legislature does, not what it tried to do." (footnote omitted)).

¶68 Crafting judicial doctrines based on the collective intent of a large body relies on the false premise that a deliberative body acts with a single purpose. See John W. MacDonald, The Position of Statutory Construction in Present Day Law Practice, 3 Vand. L. Rev. 369, 371 (1950) ("[A]nyone who has ever dealt with the legislative process knows how conspicuously absent is a collective legislative intention."); see also Scalia & Garner, Reading Law, supra ¶61, at 391-96 ("[C]ollective intent is pure fiction because dozens if not hundreds of legislators have their own subjective views on the minutiae of the bills they are voting on[.]"). Legislative intent is nothing more than a pretense to conceal what the court is actually doing—making law reflecting its own biases and policy predilections. See John F. Manning, Without the Pretense of Legislative Intent, 130 Harv. L. Rev. 2397, 2400, 2406-07 (2017) ("[L]egislative intent is a fiction, something judges invoke to elide the fact that they are constructing rather than identifying a legislative decision."). "It is impossible to find the 'will,' 'design,' 'intent,' or 'mind' . . . without making some value judgment about what should count as that legislature's intended decision and why." Id. at 2431 (emphasis in original). The only foundation upon which the

rule of reason stands, legislative intent, collapsed long ago.[10] There is nothing left upon which the rule can, or should, stand.

¶69 Mt. Pleasant I was the first case to use the rule of reason to invalidate an annexation for lack of contiguity. Knowles, supra ¶54, at 1138. Setting aside the impropriety of the court's action, Mt. Pleasant I failed to explain it. See Walter K. Johnson, The Wisconsin Experience with State-Level Review of Municipal Incorporations, Consolidations, and Annexations, 1965 Wis. L. Rev. 462, 479 (1965). Mt. Pleasant I neglects to explain why the annexation was arbitrary, capricious, or an abuse of discretion, nor does it specify the court-proclaimed "lack of reason for the annexation shape." Id.; see also Mt. Pleasant I, 24 Wis. 2d at 45-47. Instead, it substituted its own will for that of local officials. Johnson, supra ¶69, at 479.

¶70 In this case, the majority elects to continue applying the rule of reason, but the rule's incurable flaws prevent the majority from contributing any clarity. With respect to the arbitrariness prong of the test, the majority concludes the land at issue "is not an exceptional shape[,]" before declaring it is not similar to the "boundaries disapproved of in Mt. Pleasant I." Majority op., ¶31. The aerial images provided by the Town of Wilson, however, show that the shape of the annexed property is almost identical to the annexation's shape in Mt. Pleasant I.

---

[10] Even the great purposivists of their time, Henry Hart and Albert Sacks, dismissed the idea of discerning a collective legislative intent. See John F. Manning, Without the Pretense of Legislative Intent, 130 Harv. L. Rev. 2397, 2410 (2017) (citing Henry M. Hart, Jr. & Albert M. Sacks, The Legal Process 1374 (William N. Eskridge, Jr. & Philip P. Frickey eds., Foundation Press 1994) (1958)).

Parties will remain without any guidance in future annexation disputes.

¶71 The other requirements of the rule of reason suffer from the same infirmities. Under the third prong, "no other factors must exist which would constitute an abuse of discretion." Town of Pleasant Prairie v. City of Kenosha, 75 Wis. 2d 322, 327, 249 N.W.2d 581 (1977) (footnote omitted). What factors rise to the level of an abuse of discretion? Prior decisions shed little light on this part of the inquiry. The majority in this case defines the standard as encompassing "reasons other than those considered under the first two components." Majority op., ¶39 (quoted source omitted). Does this mean an annexation reflects an abuse of discretion whenever a judge identifies any other reason for rejecting the annexation besides arbitrariness or lack of reasonable need? See Manning, supra ¶68, at 2400.

¶72 The rule of reason does not work because it is not a rule of law; it is a mechanism by which the judiciary exercises not its judgment but its will. The majority and Justice Hagedorn's concurrence both suggest the court acquiesce to the parties' requests to retain the rule of reason. See majority op., ¶24 n.15. (noting the "parties' request that the rule remain intact[]"); Justice Hagedorn's concurrence, ¶78 (with respect to "discarding the rule of reason . . . . the parties . . . expressly asked us not to do so.") Litigants, of course, advocate for decisions benefitting their interests. Judges, however, have an independent duty to say what the law is, regardless of what the parties may wish it to be. See Marbury, 5 U.S. (1 Cranch) at 177. The majority mischaracterizes abolishing the rule of reason as "abandon[ing]

our neutrality to develop arguments." See majority op., ¶24 n.15 (quoted source omitted). Overturning a law the court had no authority to invent is not abandoning neutrality; it is our judicial role and our responsibility to ensure we exercise only judicial and not legislative power. See Marbury, 5 U.S. (1 Cranch) at 177. If parties ask us to usurp the role of the legislature, we must decline. The City's arguments in favor of retaining the rule of reason may be valid, but they are arguments properly made before the legislature, not the bench. It "is the obligation of the Judiciary . . . to confine itself to its proper role[.]" Koschkee v. Taylor, 2019 WI 76, ¶54, 387 Wis. 2d 552, 929 N.W.2d 600 (quoting City of Arlington v. F.C.C., 569 U.S. 290, 327 (2013) (Roberts, C.J., dissenting)). The proper judicial role does not include "reweigh[ing] the policy choices of the legislature." Mayo v. Wisconsin Injured Patients and Families Comp. Fund, 2018 WI 78, ¶¶26, 40, 383 Wis. 2d 1, 914 N.W.2d 678. Because jurists are not policy makers, this court should apply the annexation law as enacted by the legislature and shed the rule of reason from the contiguity analysis.

¶73 The majority proposes the "proper procedure" would be to wait for the parties to raise the issue before deciding it. See majority op., ¶24 n.15 (quoted source omitted). The parties in this case did raise the rule of reason, asking us to apply it. If in the course of adjudicating a controversy, we discover we lack any authority to apply a law, we are duty-bound to say so. Cf. Trump v. Hawaii, 138 S. Ct. 2392, 2423 (2018) (abrogating Korematsu v. United States, 323 U.S. 214 (1944), even though neither party sought it, but simply because the dissent's invocation "afford[ed]

th[e] Court the opportunity to make express . . . Korematsu was gravely wrong the day it was decided . . . and . . . 'has no place in law[.]'" (quoted source omitted)). The essence of the judicial function is not to fashion law based on our policy preferences, but the "duty to correctly 'expound' it." Gamble v. United States, 139 S. Ct. 1960, 1982 (2019) (Thomas, J., concurring) (quoting Letter from J. Madison to N. Trist (Dec. 1831), in 9 The Writings of James Madison 477 (G. Hunt ed. 1910) (Writings of Madison)); see also Gary Lawson, The Constitutional Case Against Precedent, 17 Harv. J.L. & Pub. Pol'y 23, 26 (1994) ("[A] vital part of the judicial task is to determine whether a claimed source of law . . . may be inapplicable . . . because it conflicts with some hierarchically superior legal source."). Just as the Constitution reigns supreme over statutory law, so too does statutory law trump judicial policy making.[11] With respect to the rule of reason, "[w]e should get out of this area, where we have no right to be, and where we do neither ourselves nor the [state] any good by remaining." Planned Parenthood of Southeastern Pa. v. Casey, 505 U.S. 833, 1002 (1992) (Scalia, J., concurring in the judgment in part and dissenting in part). Because its creation reflects improper overreaching by the judiciary, we should abandon the rule of reason, regardless of the consequences.[12]

---

[11] See Justice Hagedorn's concurrence, ¶¶76-77 (acknowledging the rule of reason is "judicial policy-making" and the "rule of judges" instead of the "rule of law[,]" but nevertheless applying it as "a fair statement and application of" the doctrine.

[12] Justice Hagedorn's concurrence recommends a "full hearing on the merits of this important issue" in order to "ensure that we are not missing anything" and to identify "the consequences of our decision" before deciding whether to discard the rule of reason. Justice Hagedorn's concurrence, ¶78. Continuing to tread on the

IV

¶74 I agree with the majority in concluding that the annexation of Kohler's property by the City of Sheboygan satisfied the contiguity requirement under Wis. Stat. § 66.0217(3). I cannot join the majority's analysis because its continued adherence to the rule of reason perpetuates a non-textual interpretation of our annexation statute, gives life to the antiquated notion of legislative "intent," and validates judicial policy making. Because I would overturn Mt. Pleasant I, abolish the rule of reason, and determine contiguity based solely on the text of the annexation statute, I respectfully concur.

¶75 I am authorized to state that Justice DANIEL KELLY joins this concurrence.

---

exclusive province of the legislature in the interests of prudence elevates the consequences of our decision making over the statutory text. "But it is precisely because people differ over what is sensible and what is desirable that we elect those who will write our laws—and expect courts to observe what has been written." Antonin Scalia & Bryan A. Garner, Reading Law: The Interpretation of Legal Texts 22 (2012). When this court created the rule of reason, it observed what the legislature had written, decided it didn't like it, and replaced the statutory text with what the court deemed to be a preferable test. Regardless of the consequences, such an invasion of the legislative's prerogative should not stand.

¶76 BRIAN HAGEDORN, J. *(concurring)*. The majority opinion is a fair statement and application of the analytical framework our cases have announced. That's the good news, and the reason I join the majority. The bad news is that our cases are about as straightforward as a Halloween corn maze, and employ interpretive principles that should strike terror into everyone committed to the rule of law rather than the rule of judges.

¶77 In a tour de force, Justice Rebecca Grassl Bradley's concurrence lays out the manifold problems with the rule of reason. It reminds me of the two rules Justice Neil Gorsuch tells his law clerks. The first rule is, "Don't make stuff up." The second rule is, "When people beg, and say, 'Oh the consequences are so important,' and when they say, 'You're a terrible, terrible person if you don't,' just refer back to Rule No. 1."[1] A casual read-through of our cases creating, modifying, and applying the rule of reason leads to the discomforting notion that the "legal test" the judiciary has superimposed onto annexation challenges is nothing more than a fancy-sounding façade for the real agenda: judicial policy-making pretending to be law.

¶78 With that said, I have one bit of pause before officially saying so and discarding the rule of reason from our jurisprudence. Namely, the parties did not ask us to go there, and in oral argument, expressly asked us not to do so. Eliminating the rule of reason would be a significant change in our doctrine. Before taking this step, I believe we would be best served by adversarial

[1] https://www.wsj.com/articles/the-high-courts-rocky-mountain-originalist-11567792378.

briefing and argument. A full hearing on the merits of this important issue would help ensure that we are not missing anything and that the consequences of our decision are fully fleshed out beforehand. Therefore, I join the majority, but would welcome an opportunity to revisit the rule of reason.

II

R. O. No. _____ - 19 - 20. By CITY ADMINISTRATOR. February 17, 2020.

Submitting the City of Sheboygan 2020 Long Term Financial Plan to the Common Council.

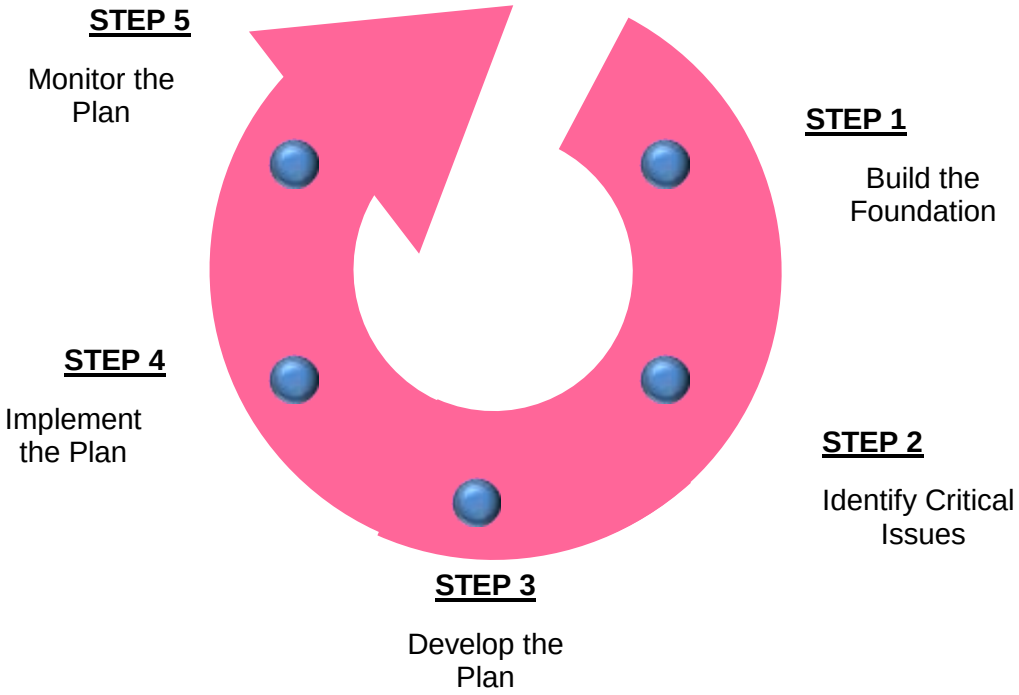
_____
City Administrator

Finance
Personnel

LONG TERM FINANCIAL PLAN AND FISCAL POLICIES

The LTFP is a financial strategic plan

The City of Sheboygan, at the Common Council direction, annually prepares a comprehensive Long Term Financial Plan (LTFP), consistent with the city's Strategic Plan focus area of Governing and Fiscal Management. The LTFP is intended to serve as a tool, providing Common Council and the public with the insight required to address issues impacting the city's financial condition.



Long Term Financial Plan Process

Financial strategies have been identified to contribute to the five financial goals.

Ensure adequate funding: obtain adequate funding from multiple sources for requirements related to day-to-day operating commitments, capital equipment life cycle and infrastructure needs, as well as managing growth and development. This would encompass a balanced approach between understanding the timing and nature of operating expenditures to ensure they are matched with reliable and stable funding sources and capital funding related to infrastructure needs and maintaining capital assets. This strategy includes identifying costs and maintaining or increasing funding from existing and new revenue sources.

Achieving diverse sources of funding: identify actions related to alternative and innovative funding sources that will help the city respond to the pressures of growth and redevelopment and

reduce the reliance on property taxes. Property taxes, user fees and intergovernmental revenue are the traditional inelastic revenue sources used to meet expenditure requirements that are continually under upward pressure which can place stress on the city's financial position.

Managing expenditures: containing costs in order to limit pressure on revenue requirements maintain market competitiveness and/or reserve capacity to maintain service levels. This can be accomplished by increasing efficiencies in service delivery, setting spending priorities to ensure the most important areas are funded, and positioning the city as an efficient provider of services and infrastructure.

Providing for contingencies: prepare the city to manage risk and to be resilient when dealing with unforeseen circumstances while limiting the impact on services. This can be accomplished by monitoring economic and operational factors and forecasts in order to be able to respond to changing circumstances and ensuring that the city has access to enough funds to meet unforeseen urgent needs and manage risk appropriately.

Using debt strategically: providing capital funding flexibility by allowing infrastructure to be built and used before sufficient revenue has accumulated to offset needed investment. This can be accomplished by managing the level of debt and strategically making essential assets available as well as examining a wider range of debt financing instruments.

Operating with foresight: taking into account the current and future impacts of decisions on services and infrastructure. This includes maintaining or extending existing practices regarding a long-term approach in decision making.

Maintaining sufficient cash flow: allowing the city to pay the costs of supplying services and infrastructure throughout the year to match expenditure requirements, including debt service.

Promoting and enabling integration of priorities and resources: identifying and encouraging awareness of the financial implications of policy making and decision making on the city's financial position. This can be accomplished by linking needs and actions to resources, responsibilities and timeliness among stakeholders, promoting greater efficiency by reducing duplication of effort or working at cross purposes and managing growth and development.

The Long Term Financial Plan process

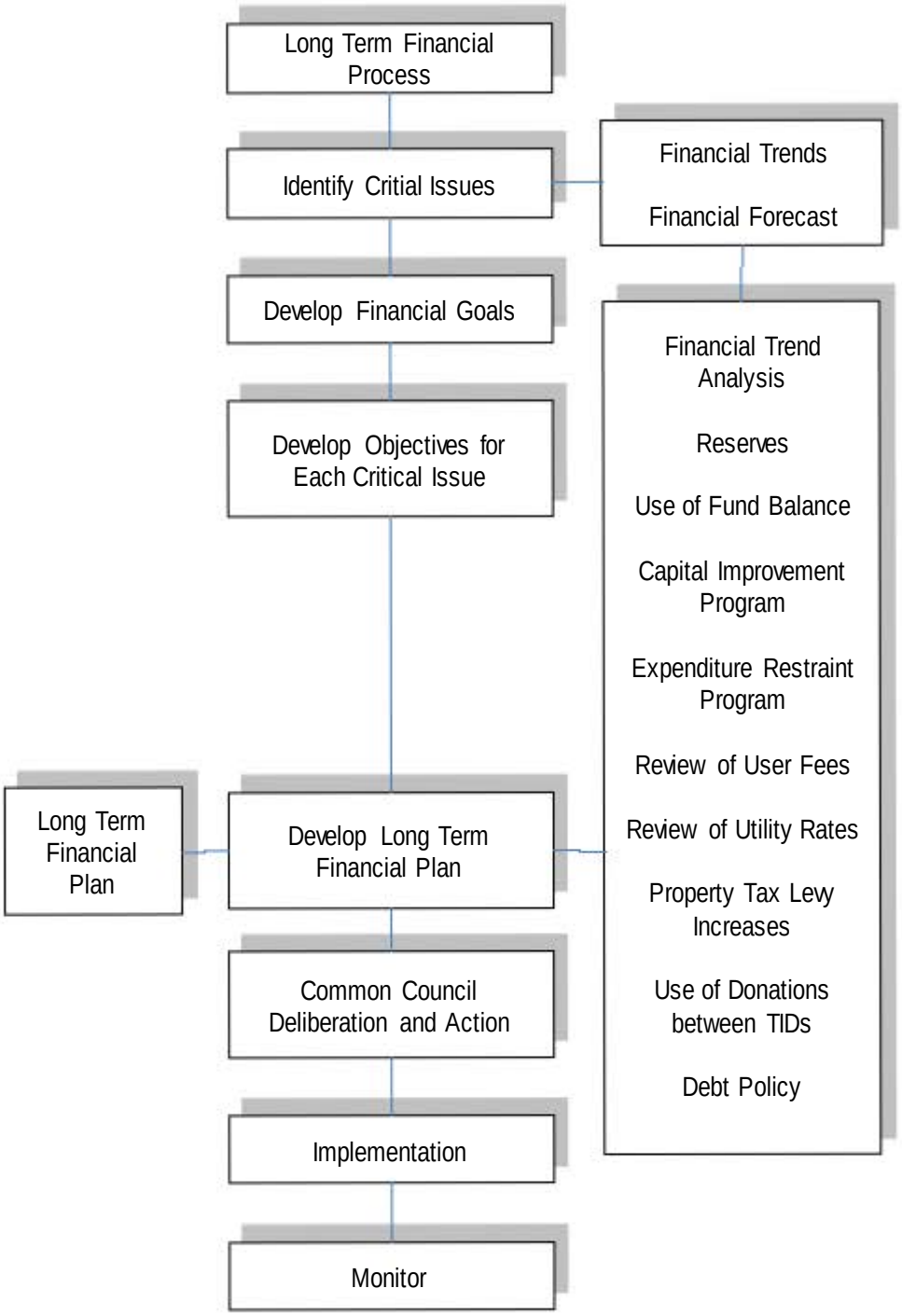
The city's LTFP begins by identifying several critical areas which have, or are expected to have, an impact on the financial condition of the city over the next five years. Once the critical issues are identified, specific goals and objectives are developed for each project designed to meet the overall goal of the project.

To provide a clear and concise Long Term Financial Plan, identifying the city's current and projected financial condition, and proposing specific alternatives to address identified problems.

The Management Team is responsible for keeping the process on track and on schedule. In addition, the Team identifies their goals and objectives are met. The key message expressed to the Management Team is that the LTFP must be clear and concise while providing very specific and practical recommendations.

The LTFP is presented in detail to the Common Council. The Finance and Personnel Committee reviewed the initial proposal in February, 2020. The next section contains the schedule followed by the Common Council as they develop or update an action plan that the city will implement as a part of the annual budget process:

The chart on the following page graphically depicts the process involved in developing the city's LTFP. This project is largely conducted by the city's Management Team.



Schedule

February or March: LTFP provided to the Finance and Personnel Committee.
March or April: Public input and Common Council adoption

The LTFP represents elements of the city's Fiscal Policy.

The LTFP for the City of Sheboygan represents the ongoing commitment to implement its Strategic Plan focus area of Governing and Fiscal Management. On an annual basis, the LTFP has been incorporated into the development, deliberation and approval of the Annual Program Budget. The plan is intended to be a well thought-out analysis of the issues that may affect the finances of the City of Sheboygan.

Trends & Forecast are the foundation of the LTFP

The LTFP uses financial trends and forecasts to identify future financial challenges and opportunities, and then identifies strategies to secure financial sustainability within these same challenges and opportunities. The trends and forecast must identify how, from a financial perspective, the city will provide a consistent level of public services and also addresses special issues of concern to the community.

Financial Sustainability

Funding sufficiency: having sufficient resources to support the delivery of services. This goal not only refers to the amount of funding but also to the consistency in funding level changes relative to changes in expenditures and the diversity of funding sources.

Integration: ensuring that the financial constraints under which the city operates are fully considered when engaged in policy-making and decision-making.

Credibility: achieving financial performance in a way that maintains public confidence in the city's ability to provide services and infrastructure at expected levels. Financial decisions should be consistent with the overall goal of financial sustainability. Services must be valuable to citizens and the benefits provided must be perceived that the services are in proportion to the taxes and fees paid.

Input from Multi-Year City Plans

Common Council-approved multi-year Capital Improvements Program is included in the Long Term Financial Plan as it will impact the finances of the city over the next five years.

From a fiscal perspective, the city's financial picture is positive. The General Fund's fund balance exceeds the city's policy of a minimum 25 percent of expenditures, largely due to significant expenditure savings experienced over the last few years.

Overall, the city is in excellent financial shape and should be able to accommodate the expenditure growth that is anticipated over the next ten years.

State of Wisconsin restrictions on local governments

External factors imposed by the State of Wisconsin have played a key role in shaping the city's financial picture. These factors include restrictions on property tax levy increases and restrictions on new or increase in existing user fees without corresponding reductions in property tax level.

Several city funds are tied directly to development and consequently, are expanding. The active Tax Incremental Districts (TIDs) all have a positive financial outlook, as the increment is sufficient to meet obligations, or serve to donate funds to other districts. The city also has capacity to develop

additional TIDs within the 12 percent capacity limit established by the WI Department of Revenue.

The LTFP provides a framework from which the Common Council and city staff can frame future financial decisions.

As outlined in the 2020 Annual Program Budget, the recommendations from the city's multi-year plans are included in the LTFP as they impact the finances of the city. All of the plans were utilized in LTFP analysis of the General Fund, tax levy and TID's. The fiscal related issues include:

- *Financial Trend Analysis* - All operating position and debt indicators were favorable.
- *Reserves* - The General Fund target is maintaining a minimum of 25 percent uncommitted fund balance. The LTFP indicates that a 25 percent uncommitted fund balance is attainable through the ten year period.
- *Use of Fund Balance as a revenue source* – The city policy restricts the amount of undesignated fund balance for the General Fund that is applied to the budget for the ensuing year shall not reduce the undesignated fund balance below an amount equal to 25 percent of the ensuing year's General Fund expenditures.
- *Capital Improvements Program* – The Five Year Capital Improvements Program includes requests from all city departments for assets and infrastructure improvements, including TIDs. The Five Year Capital Improvements Program is funded from tax levy, debt issuance, contributions and federal, state and local grant funding.
- *Expenditure Restraint Program* – The analysis presumes the city will remain eligible for this State of Wisconsin program which rewards operating (funds affected by the tax levy) budgets who budget annually at or below inflation plus a percentage of net new construction. The LTFP projects expenditures based on projected inflation.
- *Decrease in Utility Aid Revenue* – Utility Aid revenue received from the State of Wisconsin is diminishing resulting from the closure of power plants located within city limits.
- *Review of User Fees* – The city's Management Team reviews existing fees for consideration of increases annually.
- *Review of Utility User Fee Rates* – Rates are reviewed annually for possible adjustments.
- *Use of Donations between TIDs* – The city has a number of well performing Tax Incremental District (TID) with capacity to donate to other underperforming TIDs.
- *Debt Policy* – This policy establishes parameters for issuing and managing debt. No more than 60 percent of

the State of Wisconsin's limit of 5 percent of equalized value.

A financial projection of the General Fund, Debt Service Fund and tax levy requirements is included in the LTFP. An analysis of the TIDs is conducted annually.

An analysis of General Fund revenues and expenditures as well as the General Fund's fund balance is conducted annually. Based on actual and current budgeted revenues and expenditures as well as annual CPI changes, a five year forecast was developed.

General Fund Revenue Assumptions

Revenue Assumptions:

- Property Tax Levy – Current State limits continue. Tax levy increases for all funds limited to net new construction (floor of zero percent), adjustments to debt service, and additional adjustments due to annexations, transfer of services to/from another municipality, adjustments due to increases of fees for tax levy supported services and amounts approved by referendum. The 2020 levy increased slightly due to a majority of net new construction development occurring in TIDs.
- Intergovernmental Revenue – Current State funding is mostly stable with continuation of transportation aids, expenditure restraint program, and state shared revenue program. The exception is Transportation Aids which will continue to increase based upon the State formula which recognizes the city's increase in transportation-related expenses.
- All Other Revenue – Includes Permits and Licenses, Fines and Forfeitures, Charges for Services, and Miscellaneous Revenue. Slight increase anticipated in construction-related permits. All other revenues in this classification anticipated to remain stable.
- Other Financing Sources – Conservatively estimated with slight change or no change.

General Fund Expenditures Assumptions

Expenditure Assumptions

- Personnel Expenditures (Personal Services) - Wages and benefits, including Wisconsin Retirement System (rates determined by the state) and health insurance (self-insured by the City of Sheboygan). A major portion of expenditures are wage related. A two percent wage increase is included in the 2020 budget.
- Non-Personnel Expenditures (Non-Personal Services) – Contracted services, office supplies, utilities, gasoline, liability and property insurance, training and conferences and communication are the main expenses.

Based upon these assumptions, the 2020 General Fund budget will utilize approximately $1,889,880 in fund balance. Due to conservative budget assumptions, it is anticipated that little to no actual use of these funds will be necessary. Regardless, the General Fund budget projects a fund balance which will exceed the fund balance policy of maintaining a minimum of 25 percent.

Tax Levy Revenue

Tax Levy Revenue – Tax levy revenue is the largest revenue source for city services and projects.

Tax levy revenue is collected for the following funds:

- General – Largest tax levy portion is allocated to this fund which is the operating fund of the city. Increases in the property tax allocation are expected to increase slightly.
- Library – Tax levy portion allocated to Mead Public Library Fund will increased in 2020 slightly for the third consecutive year.
- Park, Forestry and Open Space – Tax levy funding, which was first allocated in 2017, will continue to be $110,000 to fund capital items.
- G.O. Debt Service – Tax levy portion allocated to G.O. Debt Service Fund will continue to increase to accommodate the increase in annual debt service payments, which are the result of an enhanced street improvement plan.
- Capital Projects – Tax levy for capital projects has been allocated to the Capital Project Fund, starting with the 2017 Annual Program Budget. In the 2020 budget, the amount allocated remains unchanged.
- Transit – Tax levy portion allocated to the Transit Utility Fund has increased slightly in 2020.

Tax levy limits under current state law may change with future legislation. Changes to the law will require adjustments to future long-range forecasts as necessary. Future limitations could impact the ability of the city to deliver services.

Summary

The LTFP is designed to be a dynamic document that is modified based on current or new conditions. External factors play a key role in determining the financial picture of the city. The external factors include legislation approved by the State of Wisconsin, development and the economy. These factors may impact the financial picture positively or negatively.

The current financial situation reflects a strong financial position, prudent fiscal practices and solid reserves for the funds included on the LTFP.

II

R. O. No. _____ - 19 - 20. By CITY CLERK. February 17, 2020.

Submitting a claim from Scott Brown for alleged damages to his vehicle when he hit a hole in the road at the intersection of Indiana Avenue and S. 13th Street.

Finance
Personnel

_____
CITY CLERK

DATE RECEIVED 2-11-2020 RECEIVED BY MKC

CLAIM NO. 29-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 11 '20 PM 4:03

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: Scott Brown
2. Home address of Claimant: 1267 Meadowbrook ct. Cleveland Wi., 53015
3. Home phone number: 920-980-8029
4. Business address and phone number of Claimant: n/a
5. When did damage or injury occur? (date, time of day) 1/28/2020, 4:15 pm
6. Where did damage or injury occur? (give full description) Incident took place at the rail road crossing near the intersection of Indiana and S 13th st.
7. How did damage or injury occur? (give full description) I was heading east on Indiana when I noticed that there was a large section of road missing in front of the train tracks. I swerved hard to the south to try to miss the hole. I did not miss it, catching the very end of it towards the south. I hit going approximately 20-25 mph. There was a significant impact to the front left wheel.
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: The road was missing a significant amount of material.

   (b) Claimant's statement of basis for such liability: The city is in charge of keeping the roads safe and drivable.

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 wheel sustained a significant dent and minor fractures. The tire developed a bulge in the sidewall. After inspection by Pomp's tire, the wheel is usable and safe. I'm not pursuing compensation for the wheel, only the tire.

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

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

Auto:	$ 223.69
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 223.69

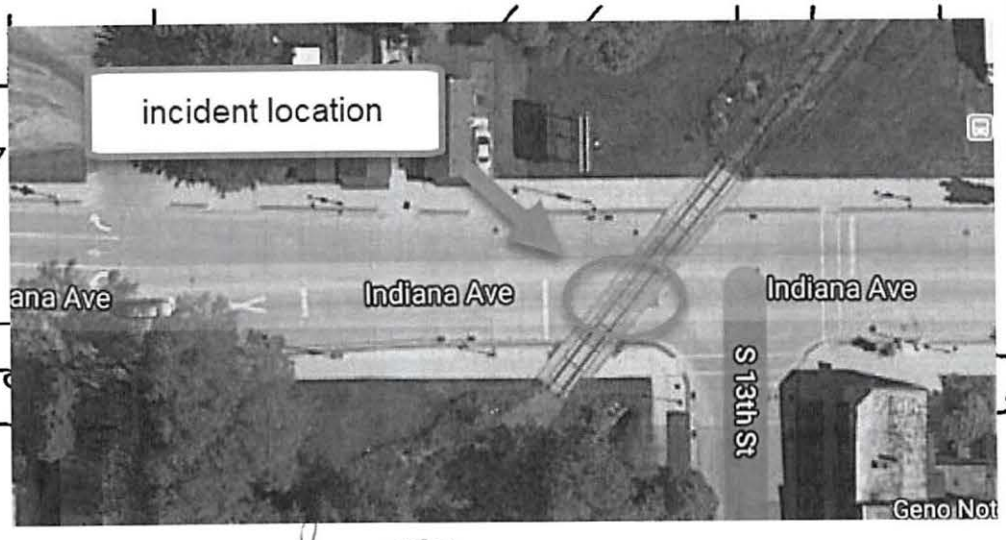
Damaged vehicle (if applicable)

Make: VW Model: CC Year: 2011 Mileage: 103,000

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 Scott Brown DATE 2/10/2020

DATE RECEIVED 2-11-2020

RECEIVED BY MKC

CLAIM NO. 29-19

CLAIM

Claimant's Name:	Scott Brown	Auto	$ 223.69
Claimant's Address:	1267 Meadowbrook ct.	Property	$
	Cleveland wi. 53015	Personal Injury	$
Claimant's Phone No.	920-980-8029	Other (Specify below)	$
		TOTAL	$ 223.69

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

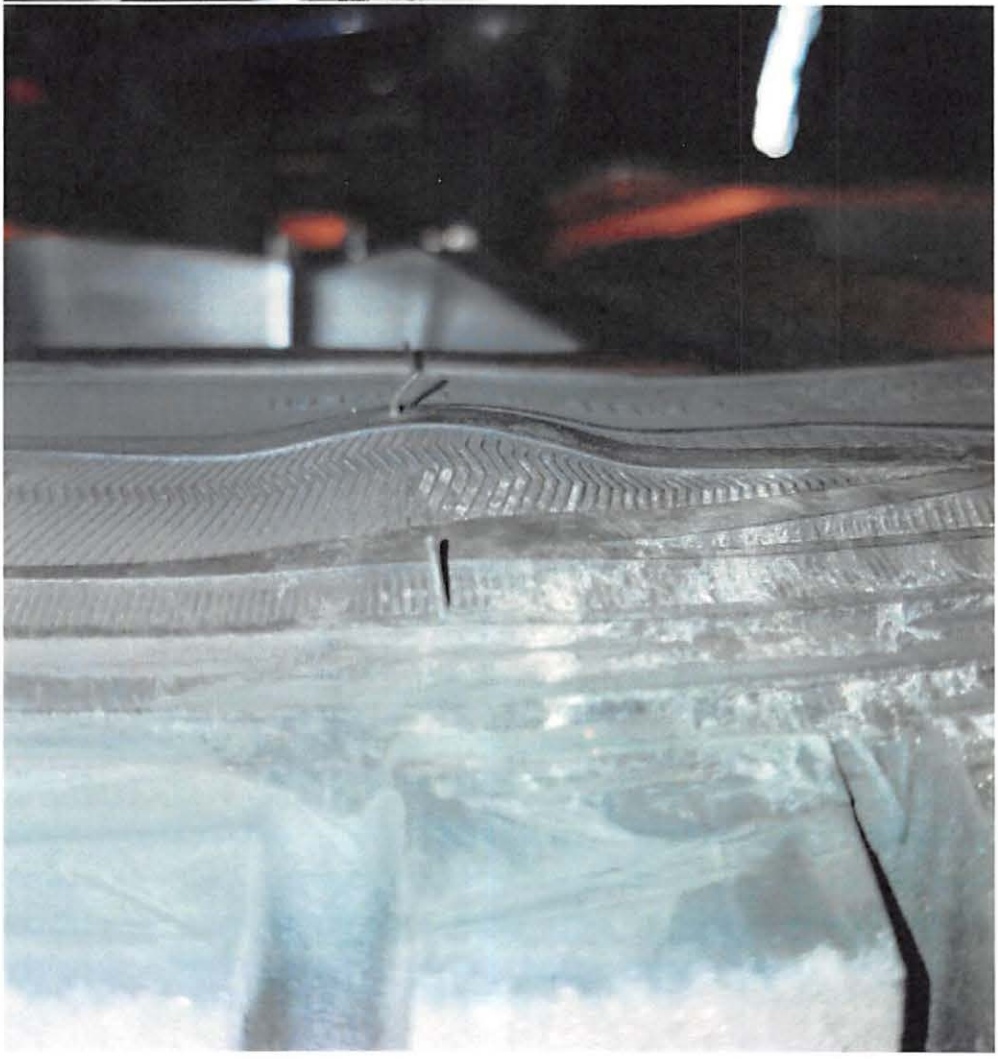
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

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 $ 223.69 .

SIGNED Scott Brown DATE: 2/10/2020

ADDRESS: 1267 Meadowbrook ct. Cleveland wi. 53015

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




Dent/flat spot in wheel

POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
ATTN: AR DEPARTMENT
P.O. BOX 1630
GREEN BAY, WI 54305-1630

POMP'S TIRE-SHEBOYGAN
4016 HWY 42

SHEBOYGAN, WI 53083

920/457-4814

INVOICE #: 70090430

PAGE: 1

CUSTOMER: SCOTT BROWN
1267 MEADOWBROOKE CT
482
CLEVELAND,WI
53015

CREATED BY CM
PRIMARY: 920/980-8029 0 VEHICLE: 2011 VOLKSWAGEN CC LUXURY
SALESMAN: CHRISTOPHER MCDOWELL LICENSE: 172GXP WI MILEAGE: 103510
ENGINE: Turbo L4 F
VIN: WVWHP7AN5BE714827
INVOICE DATE: 02/04/20 TERMS: DUE ON DELIVERY

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
1 235/45TR17 DUNLOP WINTER MAXX MISPAS		1	192.03		192.03
PASS SPIN BALANCE	728	1.00	16.99		16.99
RUBBER VALVE OR TPMS REBUILD KIT		1	3.00		3.00

Registration: Serial U20L3MSR2115 Quantity 1
VEHICLE HAS AFTERMARKET WHEELS ON IT AND TPMS LIGHT IS ON AND FLASHING

MERCHANDISE: 195.03
LABOR: 16.99
SALES TAX: 11.67
INVOICE TOTAL: 223.69

CUSTOMER COPY

VISA/MASTERCARD/DISCOVER #1 223.69
Acct #: Debit****5518 Auth: DEBIT: :174889112::143790

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wis Dept of Agriculture, Trade and Consumer Protection, P O Box 8911, Madison, WI 53708-8911.

LUG NUTS MUST BE RE-TORQUED AFTER 50-100 MILES.

Printed Name_____ Signature Scott Brown

Quote

Dealer Info

WAL-MART SUPERCENTER #3324
4433 VANGUARD DR
SHEBOYGAN, WI 53083

(920) 459-9410

Name	Description	Qty	Retail Cost	Total
556257149	235/45R17XL 97H MIC X-ICE Xi3 DIR	1	$205.00	$205.00
Road Hazard Warranty* ($10 per tire)	Provides coverage for tire replacement due to non-repairable damages Includes free flat repair Available in over 2,500 locations nationwide * See full warranty for details	1	$10.00	$10.00
Lifetime Tire Balance ($12 per tire)		1	$12.00	$12.00
Valve Stems / TPMS Service Packs		1	$3.00	$3.00

Taxes not included. Additional state fees and disposal fees may apply

Sub Total	$230.00
Tax	$0.00
Total	**$230.00**

244.24

235/45R17XL
235/45R17XL 97H MIC X-ICE Xi3 DIR

Keep up the pace safely this winter with the Michelin X-Ice Xi3 tire. Designed with Michelin's premier technology, this tire delivers optimum cold-weather protection while maintaining high-speed excellence, so you can stay secure and still enjoy your ride. With a tread crafted to ensure excellent traction and enhanced cornering and braking performance, the X-Ice Xi3 will keep you moving, despite the ice and snow.

Features

- Teardrop vertical sipes reinforce the tread block and effectively regulate shear stress for high-speed driving
- MaxTouch Construction; maximizes tire-road contact for better acceleration, braking, and cornering, plus a longer tread life
- Unique tread design with many biting edges provides grip, stability, long-life, and 10% better stopping power on ice than the competition

Load/Speed	97H
Mileage Warranty	40K
Sidewall	Black Wall
SHIP_WEIGHT	23.0
Asymmetrical	N
Directional	Y
Extended Mobility	N
Max Load Single	1609@50

Overall Diameter	25.35
Rim Width Max	9
Rim Width Min	7.5
Season Designation	Winter
Studdable	N
Tread Depth	10.5

II

R. O. No. _____ - 19 - 20. By CITY CLERK. February 17, 2020.

Submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860857P.

Finance + Personnel

_____
CITY CLERK

Claim #23-19 1-31-2020
MKC

Midstate Amusement Games, LLC

JAN 31 '20 PM 1:57

1219 Appleton Rd.

Menasha, WI 54952

January 31, 2020

VIA PERSONAL SERVICE

Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Midstate Amusement Games, LLC
1219 Appleton Rd., Menasha, WI 54952
59281860857P

To Whom It May Concern:

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City"). You are directed to serve a copy of any notice of disallowance on the undersigned and Douglas A. Pessefall, Esq. Reinhart Boerner Van Deuren s.c., 1000 N. Water Street, Suite 1700, Milwaukee, WI 53202.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860857P ("Property").

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Sheboygan, WI 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant reported no taxable personal property located within the City as of January 1, 2019. ("Reported Value").

6. Notwithstanding the Reported Value, the Property was assessed by the City at $47,540.00 as of January 1, 2019 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2019 tax bill in the amount of $1,228.34.

8. However, the Assessed Value exceeded the Reported Value by $30,020.00, and the 2019 tax bill should have been no more than $0.00.

9. The Claimant timely paid the 2019 tax bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

10. The amount of this Claim is $781.38, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Please date-stamp a copy of this claim and return to our waiting messenger. Please contact the undersigned with any questions.

Very truly yours,

Joseph C Jacobson

cc: Douglas A. Pessefall, Esq.

II

R. O. No. _____ - 19 - 20. By CITY CLERK. February 17, 2020.

Submitting a claim of alleged unlawful tax collected from Midstate Amusement Games, LLC by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

_____
CITY CLERK

Finance + Personnel

Claim # 28-19 1-31-20
MKC

Midstate Amusement Games, LLC

JAN 31 '20 AM11:40

1219 Appleton Rd.

Menasha, WI 54952

January 31, 2020

VIA PERSONAL SERVICE

Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Midstate Amusement Games, LLC
1219 Appleton Rd., Menasha, WI 54952
59281860858P

To Whom It May Concern:

On behalf of Midstate Amuesment Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City"). You are directed to serve a copy of any notice of disallowance on the undersigned and Douglas A. Pessefall, Esq. Reinhart Boerner Van Deuren s.c., 1000 N. Water Street, Suite 1700, Milwaukee, WI 53202.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2019 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P ("Property").

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Sheboygan, WI 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant reported no taxable personal property located within the City as of January 1, 2019 ("Reported Value").

6. Notwithstanding the Reported Value, the Property was assessed by the City at $529,480.00 as of January 1, 2019 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2019 tax bill in the amount of $13,680.65.

8. However, the Assessed Value exceeded the Reported Value by $529,480.00, and the 2019 tax bill should have been no more than $0.00.

9. The Claimant timely paid the 2019 tax bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

10. The amount of this Claim is $13,680.65, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Please date-stamp a copy of this claim and return to our waiting messenger. Please contact the undersigned with any questions.

Very truly yours,

Joseph C Jacobson

cc: Douglas A. Pessefall, Esq.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue.
February 17, 2020.

A RESOLUTION authorizing the Mayor to sign the First Amendment to Purchase and Sale Agreement, extending several dates in the previous Agreement authorized pursuant to Res. No. 12-19-20, for the purchase of land from the Union Pacific Railroad Company.

RESOLVED: That the Mayor is hereby authorized to execute said First Amendment to Purchase and Sale Agreement, a copy of which is attached hereto.

Suspend
|
Adopt
|

_____

_____

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

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is made and entered into as of the _____ day of _____, 2020 ("First Amendment Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin ("Buyer"), and amends that certain Purchase and Sale Agreement dated June 14, 2019 ("Agreement"), for the sale and purchase of certain real property located in City of Sheboygan, Sheboygan County, State of Wisconsin, more particularly described therein ("Property").

IT IS MUTUALLY AGREED by and between Seller and Buyer as follows:

Section 1. Defined Terms. The defined terms in the Agreement shall apply and have the same meaning in this First Amendment as if fully set forth herein.

Section 2. Survey. The Survey, as defined in Section 4.C of the Agreement, is hereby extended to September 15, 2020.

Section 3. Feasibility Review Period. The Feasibility Review Period, as defined in Section 4.D of the Agreement, is hereby extended to September 15, 2020.

Section 4. Closing Date. The Closing Date, as defined in Section 5 of the Agreement, is hereby amended to be on or before October 15, 2020.

Section 5. Facsimile or E-mail Execution. This First Amendment may be executed in counterparts, which shall be effective as an original and each counterpart may be delivered by one party to the other by either facsimile transmission or scanned image sent by e-mail.

Section 6. Amendment Supplemental. All of the terms of the Agreement remain in full force and effect except as specifically amended by this First Amendment. If there is any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment will control.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the First Amendment Effective Date first above written.

SELLER:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

BUYER:

CITY OF SHEBOYGAN,
a municipal corporation of the State of Wisconsin

By: _____
Name: _____
Title: _____

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
February 17, 2020.

A RESOLUTION approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 20, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 20 (the "District") is proposed to be created by the City as a rehabilitation - conservation district in accordance with the provisions of § 66.1105, Wis. Stats., (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in § 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wis. Stats., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with § 66.1105(4)(f), Wis. Stats.; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

Finance + Personnel

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on January 14, 2020 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The legal description of the District that shall be named "Tax Incremental District No. 20, City of Sheboygan," is attached as Exhibit A to this Resolution.

2. The District is created effective as of January 1, 2020.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is in need of rehabilitation - conservation work within the meaning of § 66.1337(2m)(b), Wis. Stats.

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a rehabilitation - conservation district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.

   (e) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to § 66.1105(5)(b), Wis. Stats.

   (f) The project costs relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District is created.

(g) That there are no parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution.

4. The Project Plan for "Tax Incremental District No. 20, City of Sheboygan" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base," as of January 1, 2020, pursuant to the provisions of § 66.1105(5)(b), Wis. Stats.

BE IT FURTHER RESOLVED: That pursuant to § 66.1105(5)(f), Wis. Stats., the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under § 70.45, Wis. Stats., those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under § 70.65, Wis. Stats.

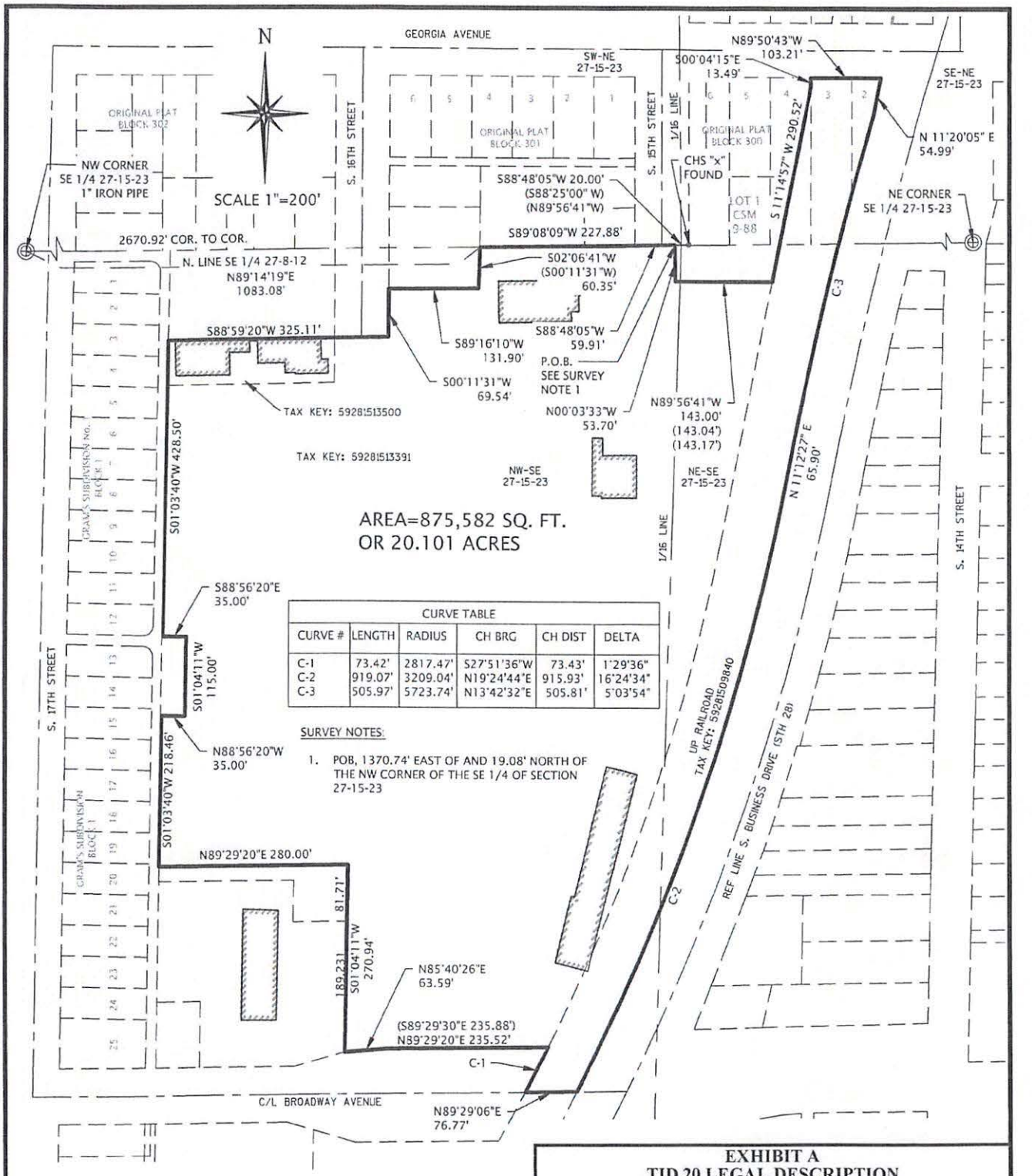
_____

_____

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



CURVE TABLE					
CURVE #	LENGTH	RADIUS	CH BRG	CH DIST	DELTA
C-1	73.42'	2817.47'	S27°51'36"W	73.43'	1°29'36"
C-2	919.07'	3209.04'	N19°24'44"E	915.93'	16°24'34"
C-3	505.97'	5723.74'	N13°42'32"E	505.81'	5°03'54"

SURVEY NOTES:

1. POB, 1370.74' EAST OF AND 19.08' NORTH OF THE NW CORNER OF THE SE 1/4 OF SECTION 27-15-23

BEARINGS REFERENCED TO V3 ALTA/NSPS LAND TITLE SURVEY, PROJECT NO.18340, DATED 10/10/18

EXHIBIT A
TID 20 LEGAL DESCRIPTION
CITY OF SHEBOYGAN, WISCONSIN

DESIGNED BY	APPROVED BY	DATE
RFS	RFS	1 28 2020

REVISION NO.	REVISIONS	DATE	BY
1	CORRECTIONS–ADDITIONS	2–5–20	RFS
2	.	.	.

TERRATEC PROJECT NO.	SHEET No.	OF
2001001	1	1

TERRATEC ENGINEERING, LLC.
W67 N222 EVERGREEN BLVD., STE. 205
CEDARBURG, WI 53012
Tel.: 262.377.9905

EXHIBIT
A

Being a part of Block 300 of the Original Plat of the City of Sheboygan, part of the Northeast 1/4, and part of the Southeast 1/4, all located in Section 27, Township 15 North, Range 23 East of the Fourth Principal Meridian, in the City of Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast 1/4 of Section 27) and the Easterly line of South 15th Street; Thence South 88°25'00" West (measured as South 88°48'05" West) along the South line of said Original Plat, 20.00 feet to the point of beginning, said point being 1370.74' east of and 19.08' north of the Northwest corner of said Southeast 1/4 section; Thence continuing South 88°25'00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88°48'05" West, 59.91 feet and then South 89°08'09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; Thence South 60 feet (described in said May 8, 2006 Survey as South 00°11'31" West, 60.35 feet) measured at South 02°06'41" West, 60.35 feet according to ALTA/NSPS Land Title Survey dated 10-10-2018, revised 12-16-2019 by V3 Engineers; Thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89°16'10" West, 131.90 feet) to a point in the Easterly line of South 16th Street; Thence South, 70 feet (described in said May 8, 2006 Survey as South 00°11'31" West, 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; Thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88°59'20" West, 325.11 feet) to the point in the East line of Grams Subdivision No. 1; Thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01°03'40" West, 428.50 feet); Thence East 35 feet (described in said May 8, 2006 Survey as South 88°56'20" East, 35.00 feet); Thence South 115 feet (described in said May 8, 2006 Survey as South 01°04'11" West, 115.00 feet); Thence West 35 feet (described in said May 8, 2006 Survey as North 88°56'20" West, 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; Thence South along said East line measured as South 01°03'40" West, 218.46 feet according to ALTA/NSPS Land Title Survey dated 10-10-2018 revised, 12-16-2019 by V3 Engineers; Thence North 89°29'20" East, 280.00 feet according to ALTA/NSPS Land Title Survey dated 10-10-2018, revised 12-16-2019 by V3 Engineers; Thence South 01°04'11" West, 270.94 feet according to ALTA/NSPS Land Title Survey dated 10-10-2018 revised, 12-16-2019 by V3 Engineers, to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; Thence North 85°40'26" East, 63.59 feet along the Northerly line of Broadway Avenue; Thence North 89°29'20" East, 235.52 feet (measured as North 89°29'30" East, 235.88 feet per ALTA/NSPS Land Title Survey dated 10-10-2018

revised, 12-16-2019 by V3 Engineers) along said Northerly line to its intersection with the Westerly right-of-way line of the Union Pacific Railroad; Thence Southerly on said Westerly right-of-way line 73.42 feet along the arc of a curve deflecting to the right having a chord bearing and distance of South 27°51'36" West, 73.43 feet with a radius of 2817.47 feet to the centerline of Broadway Avenue; Thence along the extension of said centerline North 89°29'06" East, 76.77 feet to the intersection of said extension and the Easterly right-of-way line of the Union Pacific Railroad, also being the Westerly line of South Business Drive (STH 28); Thence along said Easterly Railroad right-of-way and Westerly line of South Business Drive (STH 28) the following courses, Northerly 919.07 feet along the arc of a curve deflecting to the left having a chord bearing and distance of North 19°24'44" East, 915.93 feet and a radius of 3209.04 feet; Thence North 11°12'27" East, 65.90 feet; Thence Northerly 505.97 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 13°42'32" East, 505.81 feet and a radius of 5723.74 feet; Thence North 11°20'05" East, 54.99 feet to the intersection of the South line of Georgia Avenue also being the north line of Block 300 of the Original Plat of the City of Sheboygan; Thence along said north line North 89°50'43" West, 103.21 feet to the northwest corner of Lot 3, Block 300 of the Original Plat of the City of Sheboygan; Thence South 00°04'15" East, 13.49 feet along the west line of said Lot 3 also being the Westerly line of the Union Pacific Railroad right-of-way; Thence along the Westerly right-of-way line of the Union Pacific Railroad South 11°14'57" West, 290.52 feet to the Southeast corner of Lot 1 of Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; Thence South 89°53'20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89°56'41" West, 143.17 feet), measured at North 89°56'41" West 143.00 feet to the Southwest corner thereof; Thence North (described in said May 8, 2006 Survey as North 00°03'33" West) 53.70 feet along the Westerly line of said Certified Survey Map, to the point of beginning and including that portion of Vacated South 16th Street lying within said boundary described.

This parcel contains **875,582 sq. ft. or 20.101 acres** of land, more or less.

Tax Key Number: 59281513391
Tax Key Number: 59281513500
Tax Key Number: 59281509840

The above description is based on an ALTA/NSPS Land Title Survey done by V3 Engineering, dated 10/18/2018, a Fidelity National Title Insurance Company Policy, Commitment No. 1808T0123, dated 8/1/2016, revised 2/24/19 and an ongoing survey of the UP Railroad by TerraTec Engineering, LLC, 2019/2020.

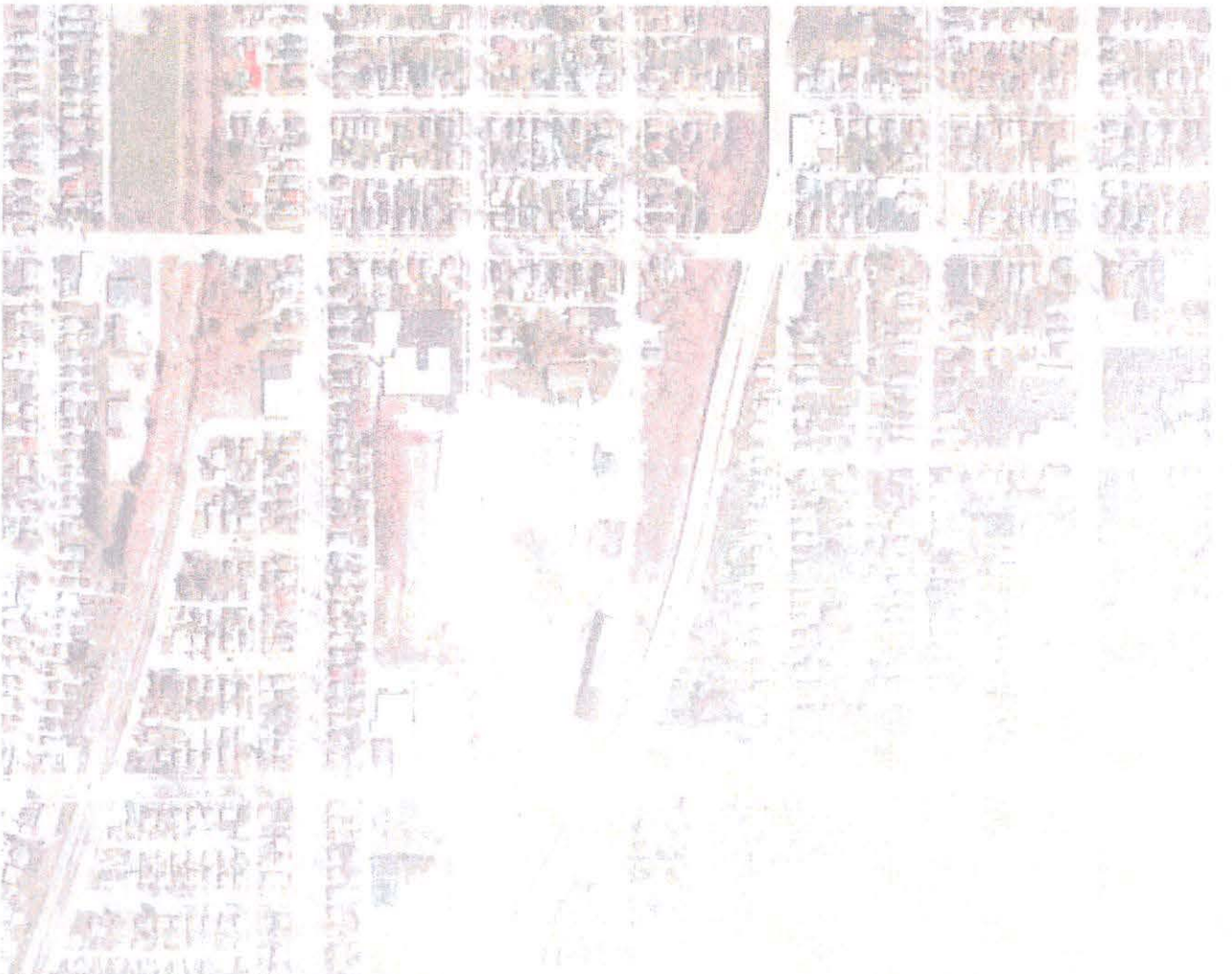
SUGGESTED TID 20 Legal Description

Being a part of Block 300 of the Original Plat of the City of Sheboygan, part of the NE 1/4 and the NW 1/4 of the SE 1/4, and part of the SE 1/4 and the SW 1/4 of the NE 1/4, all located in Section 27, Township 15 North, Range 23 East of the Fourth Principal Meridian, in the City of Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the point on the south line of the Original Plat of the City of Sheboygan, being S 88° 48' 05" W, 20.00 feet of the southwest corner of Lot 6, Block 300 of the Original Plat of the City of Sheboygan, said point being 1370.74' East of and 19.08' North of the northwest corner of the SE 1/4 of said Section 27, also being the point of beginning of this description; Thence South 88°48'05" West, 59.91 feet along said south line of the Original Plat to the southeast corner of Lot 1 of Block 301 of the Original Plat of the City of Sheboygan; Thence along the south line of said Block 301, South 89°08'09" West, 227.88 feet; Thence South 02°06'41" West, 60.35 feet; Thence South 89°16'10" West, 131.90 feet to the east line of South 16th Street; Thence South 00°11'31" West, 69.54 feet along said east line of South 16th Street to the north line of the vacated portion of said South 16th street; Thence South 88°59'20" West, 325.11 feet to the east line of Grams Subdivision No. 1; Thence along said east line, South 01°03'40" West, 428.50 feet; Thence South 88°56'20" East, 35.00 feet; Thence South 01°04'11" West, 115.00 feet; Thence North 88°56'20" West, 35.00 feet to said east line of Grams Subdivision No. 1; Thence along said east line South 01°03'40" West, 218.46 feet; Thence North 89°29'20" East, 280.00 feet; Thence South 01°04'11" West, 270.94 feet to the northerly line of a parcel conveyed to the City of Sheboygan for expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; Thence North 85°40'26" East, 63.59 feet along said northerly line of Broadway Avenue; Thence North 89°29'20" East, 235.52 feet along said northerly line to its intersection with the westerly right-of-way line of the Union Pacific Railroad; Thence Southerly on said westerly right-of-way line 73.42 feet along the arc of a curve deflecting to the right having a chord bearing and distance of South 27°51'36" West, 73.43 feet with a radius of 2817.47 feet to the centerline of Broadway Avenue; Thence along the extension of said centerline North 89°29'06" East, 76.77 feet to the intersection of said extension and the easterly right-of-way line of the Union Pacific Railroad, also being the west line of South Business Drive (STH 28); Thence along said easterly Railroad right-of-way and west line of South Business Drive (STH 28) the following courses, Northerly 919.07 feet along the arc of a curve deflecting to the left having a chord bearing and distance of North 19°24'44" East, 915.93 feet and a radius of 3209.04 feet; Thence North 11°12'27" East, 65.90 feet; Thence Northerly 505.97 feet along the arc of a curve deflecting to the right having a chord bearing and distance of North 13°42'32" East, 505.81 feet and a radius of 5723.74 feet; Thence North 11°20'05" East, 54.99 feet to the intersection of the south line of Georgia Avenue also being the north line of Block 300 of the Original Plat of the City of Sheboygan; Thence along said north line North 89°50'43" West, 103.21 feet to the northwest corner of Lot 3, Block 300 of the Original Plat of the City of Sheboygan; Thence South 00°04'15" East, 13.49 feet along the west line of said Lot 3 also being the westerly line of the Union Pacific Railroad right-of-way; Thence along

said westerly right-of-way line of the Union Pacific Railroad South 11°14'57" West, 290.52 feet to the southeast corner of Lot 1 of Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; Thence along the south line of said Certified Survey Map North 89°56'41" West, 143.00 feet to the southwest corner of said Lot 1; Thence North 00°03'33" West, 53.70 feet along the west line of said Certified Survey Map, to the point of beginning.

This parcel contains **875,582 sq. ft. or 20.101 acres** of land, more or less.



Project Plan
Tax Incremental District No. 20

Former VanDerVart Redevelopment Site

City of Sheboygan
spirit on the lake.

EXHIBIT
B

20

Tax Incremental District No. 20
Project Plan Action Dates

Organizational Joint Review Board Meeting Held:	1/14/2020
Public Hearing Held:	1/14/2020
Approval by Plan Commission:	1/14/2020
Adoption by Common Council:	Scheduled for 2/17/2020
Approval by the Joint Review Board:	Scheduled for TBD

Table of Contents

SECTION 1:
Executive Summary

Description of District

Tax Incremental District ("TID") No. 20 ("District") is a proposed In Need of Rehabilitation or Conservation District comprising approximately 19.7 acres located at the Northwest corner of Broadway Avenue and South Business Drive. The District will be created to pay the costs of intersection improvement, pedestrian trail construction and development incentives needed ("Project") to be developed by Oscar Apartments LLC ("Developer"). In addition to the incremental property value that will be created, the City expects the Project will result in a new 230,000 square foot multi-family development.

Authority

The city is creating the District under the provisions of Wis. Stat. § 66.1105.

Estimated Total Project Cost Expenditures

The city anticipates making total expenditures of approximately $9.2 million ("Project Costs") to undertake the projects listed in this Project Plan ("Plan"). Project Costs include an estimated $1.4 million of infrastructure costs, $7.25 million in developer incentives and $531,000 in administrative and financing costs.

Incremental Valuation

The city projects that new land and improvements value of approximately $31.2 million will result from the Project. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the city anticipates that the District will generate sufficient tax increment to pay all Project Costs within 17 of its allowable 27 years.

Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the city. In reaching this determination, the city has considered:

A review of the Project's sources and uses, and cash flow proforma. The Project's projected return on investment (Internal Rate of Return, or "IRR") over 10 years without TIF assistance is (-5.17%). The Developer has requested that the city provide incentive payments on a pay-as-you-go basis with a present value of $7,275,000, which does not contain an interest component. Provision of the requested assistance would improve the Project's return on investment to 0.89% in Year 10. If held for a 15 year investment horizon, an 8.96% IRR may be achieved. Projects of this type asking market rental rates typically need to provide a return in the range of 11% to 18% to attract the necessary investment capital. In this instance, however, the Project is funded in most part by a low-interest rate loan from Housing & Urban Development (HUD), which provides the developer with the ability to offer lower-than-market rents on almost 98% of the units. Based on Ehlers review, the provision of a pay as you go incentive in the amount requested is necessary to provide a positive return on investment and satisfy HUD lending requirements, and indicates that "but for" the incentives, the project would not likely proceed.

2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the city has considered the following information:

   That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of developer and supplier employee households spending locally for goods and services from retailers, restaurants and service companies.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the city finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.

4. Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a).

5. Based on the foregoing finding, the District is designated as a district in need of rehabilitation or conservation.
6. The Project Costs relate directly to the rehabilitation and conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the city does not exceed 12% of the total equalized value of taxable property within the city.
9. The city estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
10. The Plan for the District is feasible and is in conformity with the Master Plan of the city.
11. That there are no parcels to be included within the District that were annexed by the city within the preceding three-year period.

SECTION 2:
Preliminary Map of Proposed District Boundary

Map Found on Following Page.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.

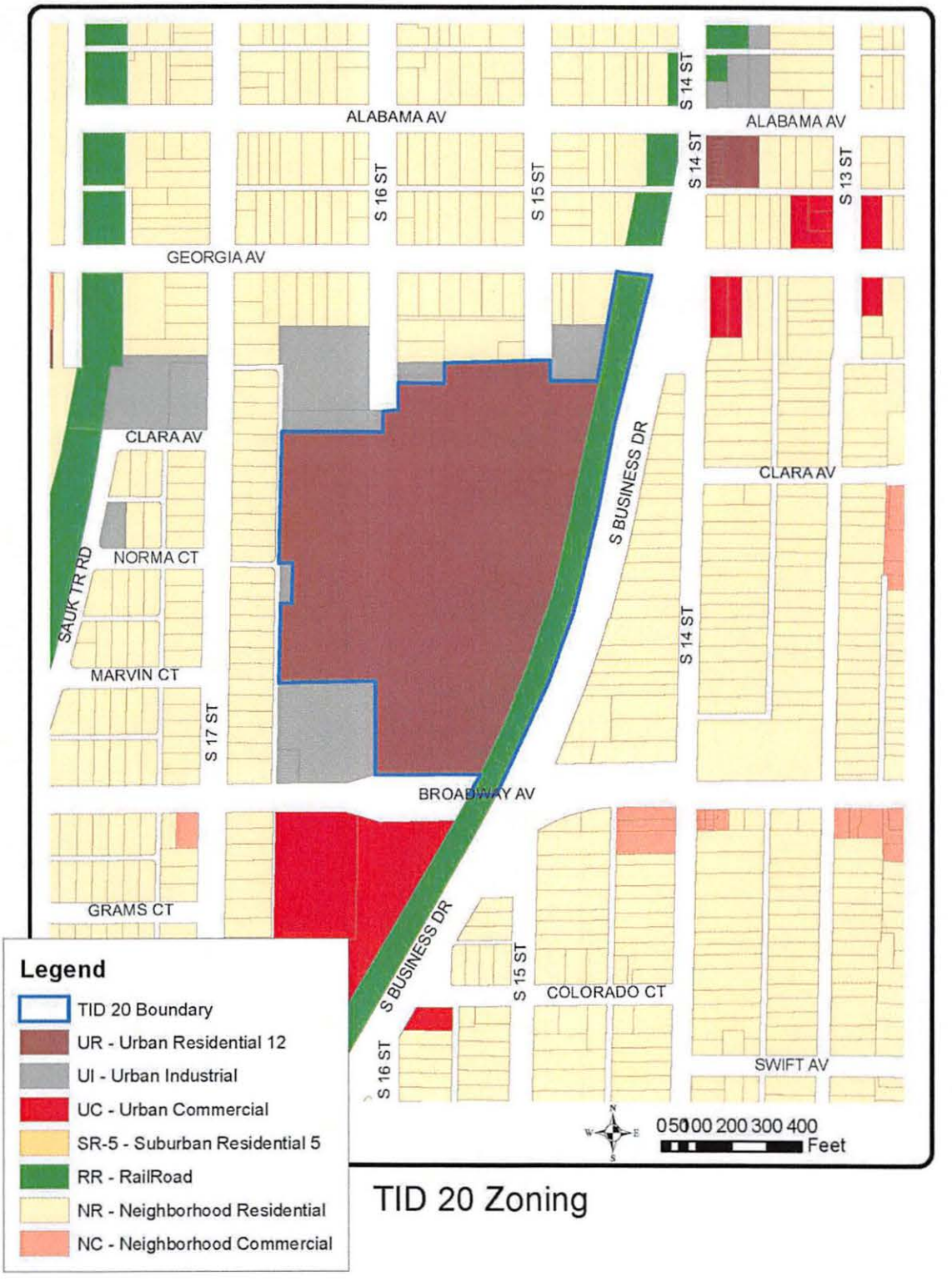
Path: G:_Janet\TIF-TID_Maps\TID 20.mxd

Date: 11/15/2019

TID 20 BOUNDARY

SECTION 3:
Map Showing Existing Uses and Conditions

Map Found on Following Page.



TID 20 Zoning

SECTION 4:
Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Base Property Information

						Assessment Information				Equalized Value					District Classification		
Parcel Number	Street Address	Owner	Acreage	Annexed Post 1/1/04? ...Indicate date	Part of Existing TID? ...Indicate TID #	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
59281509840		Union Pacific RR	2.60		No	Exempt	Exempt	Exempt	0	100.00%	0	0	0	0			0.00
59281513391	1436 S. 15th Street	Lohr Properties, Sheboygan, LLC	17.08	No	No	247,300	189,700	34,000	471,000	100.00%	247,300	189,700	34,000	471,000		17.08	17.08
		Total Acreage	19.68			247,300	189,700	34,000	471,000		247,300	189,700	34,000		0	17.08	17.08
															0.00%	86.79%	86.79%
											Estimated Base Value			471,000			

SECTION 5:
Equalized Value Test

The following calculations demonstrate that the city expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the city.

The equalized value of the increment of existing tax incremental districts within the city, plus the base value of the proposed District, totals $190,457. This value is less than the maximum of $350,308,716 or 12% LIMIT in equalized value that is permitted for the city.

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Valuation Test Compliance Calculation

District Creation Date	1/1/2020			
	Valuation Data Currently Available 2019	Dollar Charge	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	2,919,239,300			2,919,239,300
12% Test	350,308,716			350,308,716
Total Existing Increment	189,986,000			0
Projected Base of New or Amended District	471,000			471,000
Less Value of Any Underlying TID Parcels	0			0
Total Value Subject to 12% Test	190,457,000			471,000
Compliance	PASS			PASS

SECTION 6:
Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating city ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the city expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development, the city may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the city from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the city to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that

property, the net amount shall be considered "real property assembly costs" as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the city may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The city may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the city to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The city may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the city to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the city related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the city may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The city may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the city for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the city may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the city will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the city construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Wis. Stat. § 66.1105(2)(f)1 k.

Water System Improvements

To allow development to occur, the city may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the city will

make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the city may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the city will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the city construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the city may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the city to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the city may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the city to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the city may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the city to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the city may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development and/or redevelopment consistent with the objectives of this Plan, the city may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the city are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The city may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the city executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the city are eligible Project Costs.

Contribution to Redevelopment Authority (RDA)]

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the city may provide funds to its RDA to be used for administration, planning

operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

***Revolving Loan/Grant Program* (Development Incentives)**

To encourage private development consistent with the objectives of this Plan, the city, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Projects Outside the Tax Increment District

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the city may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the city's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The city intends to make the following project cost expenditures outside the District: street improvements, intersection improvements and pedestrian pathways and trails.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

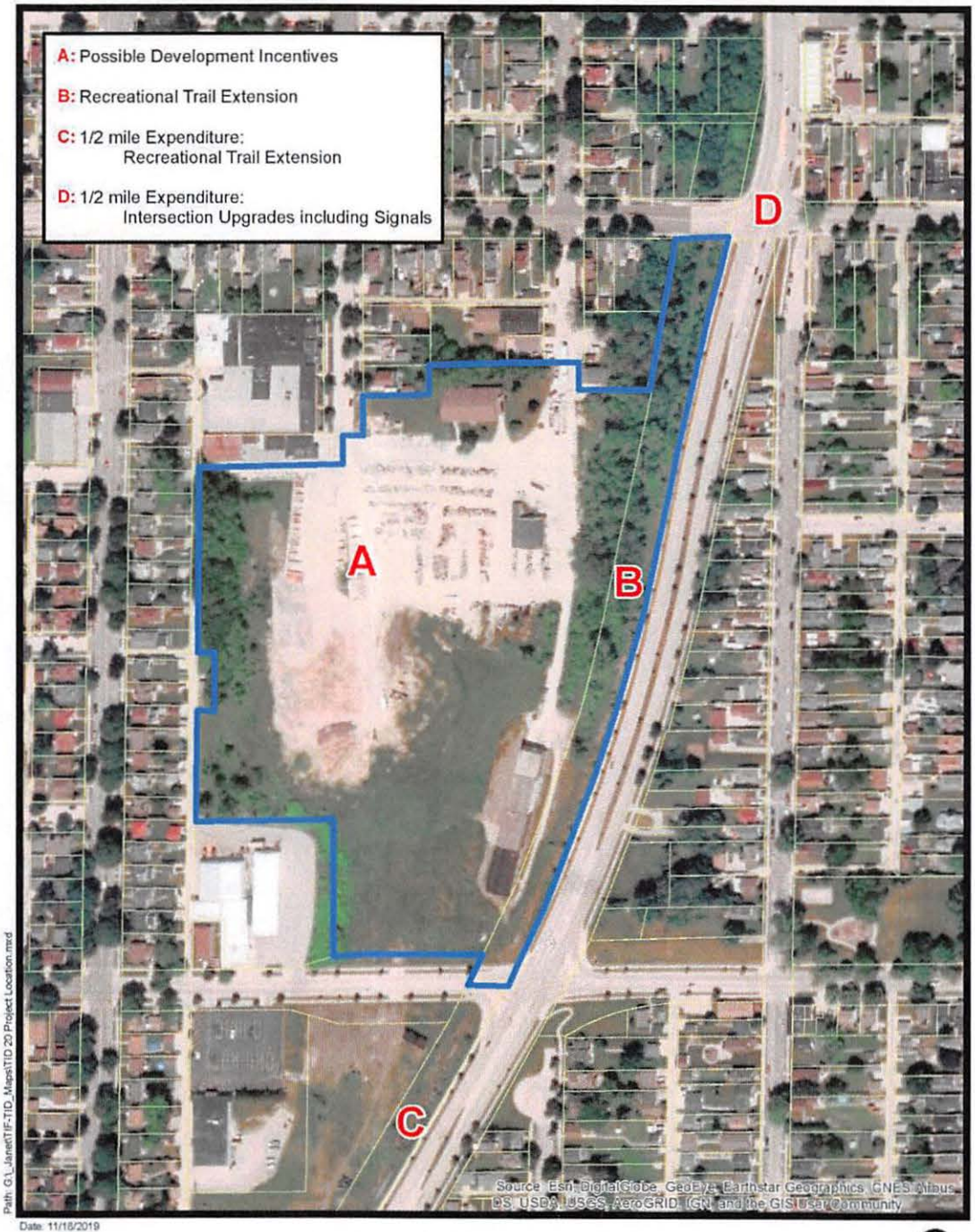
The city may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by city employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7:
Map Showing Proposed Improvements and Uses

Map Found on Following Page.



TID 20 Project Locations

SECTION 8:
Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the city currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Estimated Project List

Project ID	Project Name/Type	Phase I 2020-2021	On going Various Years	Total (Note 1)
1	Developer Incentive	7,250,000		7,250,000
2	Trail Construction/Acquisition Costs	425,000		425,000
3	Intersection Improvements within 1/2 mile	500,000		500,000
4	Trail Construction within 1/2 mile	500,000		500,000
5	Financing Cost		351,375	351,375
6	Administration		180,443	180,443
Total Projects		8,675,000	531,818	9,206,818

Notes:

Note 1 Project costs are estimates and are subject to modification

SECTION 9:
Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

The Project Costs the city plans to make are expected to create $31.3 million in incremental value by 1/1/22. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the city's current equalized TID Interim tax rate of $24.87 per thousand of equalized value, and 1% appreciation on the new development, the Project would generate $23.5 million in incremental tax revenue over the 27-year term of the District as shown in Table 2.

Table 1 – Development Assumptions

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Development Assumptions

Construction Year		Actual	Oscar Apartments	Out Lot	Annual Total	Construction Year	
1	2020		17,490,660		17,490,660	2020	1
2	2021		11,297,815	2,500,000	13,797,815	2021	2
3	2022				0	2022	3
4	2023				0	2023	4
5	2024				0	2024	5
6	2025				0	2025	6
7	2026				0	2026	7
8	2027				0	2027	8
9	2028				0	2028	9
10	2029				0	2029	10
11	2030				0	2030	11
12	2031				0	2031	12
13	2032				0	2032	13
14	2033				0	2033	14
15	2034				0	2034	15
16	2035				0	2035	16
17	2036				0	2036	17
18	2037				0	2037	18
19	2038				0	2038	19
20	2039				0	2039	20
21	2040				0	2040	21
22	2041				0	2041	22
23	2042				0	2042	23
24	2043				0	2043	24
25	2044				0	2044	25
26	2045				0	2045	26
27	2046				0	2046	27
	Totals	0	28,788,475	2,500,000	31,288,475		

Notes: Development Values provided by Developer and City

Table 2 – Tax Increment Projection Worksheet

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Tax Increment Projection Worksheet

Type of District	Rehabilitation		Base Value	471,000
District Creation Date	January 1, 2020		Appreciation Factor	1.00%
Valuation Date	Jan 1,	2020	Base Tax Rate	$24.87
Max Life (Years)	27		Rate Adjustment Factor	
Expenditure Period/Termination	22	1/1/2042		
Revenue Periods/Final Year	27	2048		
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	
Eligible Recipient District	Yes		Taxable Discount Rate	1.50%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2020	17,490,660	2021	0	17,490,660	2022	$24.87	434,980
2	2021	13,797,815	2022	174,907	31,463,382	2023	$24.87	782,471
3	2022	0	2023	314,634	31,778,016	2024	$24.87	790,296
4	2023	0	2024	317,780	32,095,796	2025	$24.87	798,199
5	2024	0	2025	320,958	32,416,754	2026	$24.87	806,181
6	2025	0	2026	324,168	32,740,921	2027	$24.87	814,243
7	2026	0	2027	327,409	33,068,331	2028	$24.87	822,385
8	2027	0	2028	330,683	33,399,014	2029	$24.87	830,609
9	2028	0	2029	333,990	33,733,004	2030	$24.87	838,915
10	2029	0	2030	337,330	34,070,334	2031	$24.87	847,304
11	2030	0	2031	340,703	34,411,037	2032	$24.87	855,777
12	2031	0	2032	344,110	34,755,148	2033	$24.87	864,335
13	2032	0	2033	347,551	35,102,699	2034	$24.87	872,978
14	2033	0	2034	351,027	35,453,726	2035	$24.87	881,708
15	2034	0	2035	354,537	35,808,264	2036	$24.87	890,525
16	2035	0	2036	358,083	36,166,346	2037	$24.87	899,430
17	2036	0	2037	361,663	36,528,010	2038	$24.87	908,425
18	2037	0	2038	365,280	36,893,290	2039	$24.87	917,509
19	2038	0	2039	368,933	37,262,223	2040	$24.87	926,684
20	2039	0	2040	372,622	37,634,845	2041	$24.87	935,951
21	2040	0	2041	376,348	38,011,193	2042	$24.87	945,310
22	2041	0	2042	380,112	38,391,305	2043	$24.87	954,763
23	2042	0	2043	383,913	38,775,218	2044	$24.87	964,311
24	2043	0	2044	387,752	39,162,970	2045	$24.87	973,954
25	2044	0	2045	391,630	39,554,600	2046	$24.87	983,694
26	2045	0	2046	395,546	39,950,146	2047	$24.87	993,531
27	2046	0	2047	399,501	40,349,648	2048	$24.87	1,003,466
	Totals	31,288,475		9,061,172			Future Value of Increment	23,537,934

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Financing and Implementation

The project plan was developed with the issuance of debt to finance the public improvement projects, municipal revenue bonds on a pay as you go basis for all development incentives and cashflow of the increment revenue to cover the administration and interest financing costs. The city reserves the right to use other financing options available to them as the plan is implemented. Table 3. provides a summary of the District's financing plan.

Table 3 – Financing Plan

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Estimated Financing Plan

		G.O. Promissory Note 2021		PAYGO Incentive 2020	Ongoing cash flow 2020-2048	Totals
Projects						
Phase I		1,425,000		7,250,000		8,675,000
Admin & Financing Costs					531,818	531,818
Total Project Funds		1,425,000		7,250,000	531,818	9,206,818
Estimated Finance Related Expenses		54,750				
Underwriter Discount	10.00	14,950	0.00	0		
Debt Service Reserve						
Capitalized Interest						
Total Financing Required		1,494,700		7,250,000		
Estimated Interest	0.25%	(1,781)	0.00%	0		
Assumed spend down (months)	6					
Rounding		2,081		0		
Net Issue Size		1,495,000		7,250,000		8,745,000

Notes:

Based on the Project Cost expenditures as included within the cash flow exhibit **(Table 4)**, the District is projected to accumulate sufficient funds by the year 2033-2037 to pay off all Project cost liabilities and obligations. The projected early closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 4 – Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District No. 20

Cash Flow Projection

Year	Projected Revenues			Expenditures							Balances			Year
				G.O. Promissory Note 1,495,000										
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Dated Date: Principal	08/01/21 Est. Rate	Interest	MRO Oscar Apartments	Other	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & MRO	
		1.50%												
2020			0							0	0	0	8,745,000	2020
2021		0	0							0	0	0	8,745,000	2021
2022	434,980	0	434,980	50,000	3.75%	56,063	278,496		6,525	391,083	43,897	43,897	8,416,504	2022
2023	782,471	658	783,130	100,000	3.75%	54,188	461,171		10,804	626,163	156,967	200,864	7,855,333	2023
2024	790,296	3,013	793,309	125,000	3.75%	50,438	465,782		10,913	652,132	141,176	342,040	7,264,551	2024
2025	798,199	5,131	803,329	150,000	3.75%	45,750	470,440		11,022	677,212	126,117	468,157	6,644,111	2025
2026	806,181	7,022	813,203	160,000	3.75%	40,125	471,250		11,132	682,507	130,696	598,854	6,012,861	2026
2027	814,243	8,983	823,225	170,000	3.75%	34,125	471,250		11,243	686,618	136,607	735,461	5,371,611	2027
2028	822,385	11,032	833,417	175,000	3.75%	27,750	471,250		11,356	685,356	148,061	883,522	4,725,361	2028
2029	830,609	13,253	843,862	180,000	3.75%	21,188	471,250		11,469	683,907	159,955	1,043,477	4,074,111	2029
2030	838,915	15,652	854,567	190,000	3.75%	14,438	471,250		11,584	687,271	167,296	1,210,773	3,412,861	2030
2031	847,304	18,162	865,466	195,000	3.75%	7,313	471,250		11,700	685,262	180,204	1,390,976	2,746,611	2031
2032	855,777	20,865	876,642				471,250		11,817	483,067	393,575	1,784,552	2,275,361	2032
2033	864,335	26,768	891,103				471,250		11,935	483,185	407,918	2,192,470	1,804,111	2033
2034	872,978	32,887	905,865				471,250		12,054	483,304	422,561	2,615,031	1,332,861	2034
2035	881,708	39,225	920,934				471,250		12,175	483,425	437,509	3,052,540	861,611	2035
2036	890,525	45,788	936,313				471,250		12,296	483,546	452,767	3,505,306	390,361	2036
2037	899,430	52,580	952,010				390,361		12,419	402,780	549,230	4,054,536	(0)	2037
2038	908,425	60,818	969,243							0	969,243	5,023,779	(0)	2038
2039	917,509	75,357	992,866							0	992,866	6,016,645	(0)	2039
2040	926,684	90,250	1,016,934							0	1,016,934	7,033,578	(0)	2040
2041	935,951	105,504	1,041,455							0	1,041,455	8,075,033	(0)	2041
2042	945,310	121,125	1,066,436							0	1,066,436	9,141,469	(0)	2042
2043	954,763	137,122	1,091,885							0	1,091,885	10,233,354	(0)	2043
2044	964,311	153,500	1,117,811							0	1,117,811	11,351,166	(0)	2044
2045	973,954	170,267	1,144,222							0	1,144,222	12,495,387	(0)	2045
2046	983,694	187,431	1,171,125							0	1,171,125	13,666,512	(0)	2046
2047	993,531	204,998	1,198,528							0	1,198,528	14,865,040	(0)	2047
2048	1,003,466	222,976	1,226,442							0	1,226,442	16,091,482	(0)	2048
Total	23,537,934	1,830,366	25,368,300	1,495,000		351,375	7,250,000	0	180,443	9,276,818				Total

Notes:

Projected TID Closure

SECTION 10:
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the city on or after January 1, 2004.

SECTION 11:
Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the city estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 12:
Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances

Zoning Ordinances

The proposed plan is in general conformance with the city's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed plan is in general conformance with the city's Comprehensive Plan identifying the area as appropriate for the proposed development.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the city's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 13:
Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 14:
How Creation of the Tax Incremental District Promotes the Orderly Development of the City

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the city by rehabilitating and conserving property, providing necessary public infrastructure improvements and providing appropriate financial incentives for private development projects. Through use of tax increment financing, the city can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities and addition housing opportunities within the city.

SECTION 15:
List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 16:
Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.

Insert Legal Opinion

SAMPLE

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

City Attorney

SECTION 17:
Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2018	
		Percentage
County	13,587,854	20.16%
Technical College	2,114,616	3.14%
Municipality	27,724,221	41.14%
School District of Sheboygan Area	23,970,770	35.57%
		0.00%
		0.00%
Total	67,397,461	

Revenue Year	County	Technical College	Municipality	School District of Sheboygan Area	Total	Revenue Year
2022	87,695	13,648	178,931	154,706	434,980	2022
2023	157,752	24,550	321,873	278,296	782,471	2023
2024	159,330	24,796	325,091	281,079	790,296	2024
2025	160,923	25,044	328,342	283,890	798,199	2025
2026	162,532	25,294	331,626	286,729	806,181	2026
2027	164,158	25,547	334,942	289,596	814,243	2027
2028	165,799	25,803	338,291	292,492	822,385	2028
2029	167,457	26,061	341,674	295,417	830,609	2029
2030	169,132	26,321	345,091	298,371	838,915	2030
2031	170,823	26,584	348,542	301,355	847,304	2031
2032	172,531	26,850	352,027	304,368	855,777	2032
2033	174,257	27,119	355,548	307,412	864,335	2033
2034	175,999	27,390	359,103	310,486	872,978	2034
2035	177,759	27,664	362,694	313,591	881,708	2035
2036	179,537	27,940	366,321	316,727	890,525	2036
2037	181,332	28,220	369,984	319,894	899,430	2037
2038	183,146	28,502	373,684	323,093	908,425	2038
2039	184,977	28,787	377,421	326,324	917,509	2039
2040	186,827	29,075	381,195	329,587	926,684	2040
2041	188,695	29,366	385,007	332,883	935,951	2041
2042	190,582	29,659	388,857	336,212	945,310	2042
2043	192,488	29,956	392,746	339,574	954,763	2043
2044	194,413	30,256	396,673	342,970	964,311	2044
2045	196,357	30,558	400,640	346,399	973,954	2045
2046	198,320	30,864	404,646	349,863	983,694	2046
2047	200,304	31,172	408,693	353,362	993,531	2047
2048	202,307	31,484	412,780	356,896	1,003,466	2048
	4,745,431	738,510	9,682,425	8,371,568	23,537,934	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

III

Res. No. ____ - 19 - 20. By Alderperson Donohue. February 17, 2020.

A RESOLUTION authorizing the creation of a Poet Laureate program in the City of Sheboygan.

WHEREAS, poetry tells the history of human feeling and can sustain the emotional memory of a community; and

WHEREAS, poetry allows us to perceive our experience with greater richness and complexity; and

WHEREAS, poetry can carry us to the frontiers of linguistic imagination so that we can articulate our vision of the future; and

WHEREAS, knowledge of poetic traditions allows us to know more about our own culture and can serve as a passport to the cultures of others; and

WHEREAS, the Mayor's Office desires to establish and support a Poet Laureate position and to develop policies and procedures for the position; and

WHEREAS, the Mead Public Library also desires to participate in establishing and supporting a Poet Laureate position.

NOW, THEREFORE, BE IT RESOLVED: That the honorary position of Poet Laureate is hereby created and acknowledged by the City of Sheboygan.

BE IT FURTHER RESOLVED: That the Mayor or his/her designee and the Director of the Mead Public Library shall serve as the municipal liaisons to the Poet Laureate.

BE IT FURTHER RESOLVED: That future Sheboygan Poet Laureates shall be proclaimed by the Mayor. This position is voluntary, and the person serving as Poet Laureate shall not be considered a City employee or a City official.

Mead Library
Board of
Trustees

BE IT FURTHER RESOLVED: That the attached document shall govern the initial selection and duties of the Poet Laureate. The Mayor and the Director of the Mead Public Library are authorized to make changes to the selection process and duties as they see fit, and subject to agreement by both parties.

_____

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

Sheboygan Poet Laureate April 2020 – April 2023

Duties

Beyond the duties listed below, the job is left to the poet's individual imagination.

1) Write at least one poem per year for presentation and publication. The presentation will be at a civic event or meeting yet to be determined. Publication will be in the *Sheboygan Insider* and presented on the City's website.

2) We encourage the Poet Laureate to develop a special project such as an event, publication, or program which highlights poetry in a public way.

3) Participate in selecting the next Poet Laureate and guide the transition into the role.

Term of Service

The Term of Service as Sheboygan Poet Laureate is for three years from April 1, 2020 through April 1, 2023.

Honoraria

The Mead Public Library has committed $300.00 for an honorarium. The appointed Poet Laureate may use these funds at her or his discretion.

Criteria and Selection Process

1) Residency
Preference is given to year-round Sheboygan area residents. City of Sheboygan residents are eligible to apply.

2) Publication
Publication in a book or collection of poetry is preferred, but not required.

3) Poetry Samples
Supply no fewer than six and no more than ten sample poems representative of your work.

4) Resume
The resume should not exceed two pages.

5) Proposed activities
An explanation of what the applicant would hope to accomplish as Poet Laureate, including potential ideas for a special project (up to two pages).

Note: recommendation letters are not appropriate and will not be considered.

Sheboygan Poet Laureate April 2020 – April 2023

Application Form

Applications accepted: March __, 2020 – March __, 2020

Date:

_____

Name of Applicant:

_____

Address:

_____

_____

Home Telephone:

_____

Cell Phone:

_____

Email:

_____

Signature:

_____

Your signature confirms to the Mead Public Library and the City of Sheboygan that the information included within this application is accurate and true.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Director of Public Works to enter into a contract with Graef-USA Inc. for the Quarry Park Master Plan.

RESOLVED: That the Director of Public Works is hereby authorized to enter into a contract with Graef-USA Inc., in substantially similar form to that attached, for the Quarry Park Master Plan.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed $30,000 from Account No. 26553000-631100 (Park, Forestry and Open Space Fund - Park Department - Improvements Other Than Buildings).

Public Works

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

1010 East Washington Avenue, Suite 202
Madison, WI 53703-3130
608 / 242 1550
608 / 242 0787 fax
www.graef-usa.com

GRāEF

collaborāte / formulāte / innovāte

January 31, 2020

Joe Kerlin, Superintendent of Parks and Forestry
City of Sheboygan, WI – DPW
2026 New Jersey Ave
Sheboygan, WI 53081

SUBJECT: Quarry Park Master Plan

Dear Joe:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and The City of Sheboygan (Client).

This proposal is for the Quarry Park Master Plan. It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide master plan design consulting services for Quarry Park in Sheboygan, Wisconsin.

For this Project, GRAEF proposes to provide the following Basic Services:

- Review existing materials and data including current uses, operational partnerships and programming. Existing materials and data shall be provided by the Client.
- Conduct a site walkthrough and generate a photographic inventory of the site to supplement existing information provided by the Client.
- Assess the current infrastructure, including the park shelter, parking lot, beach and surrounding park space to identify opportunities and constraints that inform recommendations moving forward with conceptual design.
- Conduct (1) Steering Committee meeting to receive focused input and generate preliminary ideas that inform the development of conceptual design alternatives/functional diagrams.
    - The Steering Committee members shall include:
        - David Biebel (Director of Public Works)
        - Ryan Sazama (City Engineer)
        - Joe Kerlin (Superintendent of Parks and Forestry)
        - Tim Bull (City Forester)
        - Scott Plehn (Park Leadman)
        - Mike Miller (EOS)
        - Darrell Hofland (City Administrator)

- Develop 2-3 high-level/conceptual design alternatives/functional diagrams to facilitate discussion/input during subsequent Stakeholder and Public engagement meetings. Include a bulleted design narrative for each concept outlining the differences amongst them.
- Conduct (1) combined Stakeholder meeting with EOS Surf and Outdoor Shop, the Biking Group, the Disc Golf Group, and Cross Country Ski Group to receive focused input on conceptual design alternatives/functional diagrams.
- Conduct (1) Steering Committee meeting to review project status and prepare for Public Informational Meeting.
- Conduct (1) Public Information Meeting to present conceptual design alternatives/functional diagrams, receive input and generate concensus moving forward with a preferred design option.
- Conduct (1) Steering Committee meeting to refine design alternatives into a single preferred consensus plan and outline a phased approach toward implementation.
- Develop a single Consesus Plan that reflects input received by the Steering Committee, The Stakeholder Group and the General Public. Include a bulleted design narrative outlining proposed recommendations. Provide a phasing diagram that identifies priorities and includes an Order of Magnitude Cost for eash phase. The Concensus Plan will illustrate proposed recommendations with the understanding that the detailed design of those recommendations will be part of a separate contract/s.
- Produce 2-3 supplemental renderings (colored plan enlargements, sections, elevations, aerials, perspectives and/or character sketches) of design recommendations to supplement the final consensus plan.
- Produce Executive Summary documenting the design and engagment process
- Conduct (1) Public Information Meeting to present the final consensus plan.
- Attend (1) meeting with the Board of Marina, Parks and Forestry to present the final consensus plan.
- Below is a summary of the meetings outlined above:
    - (3) Steering Committee Meetings
    - (2) Public Information Meetings
    - (1) Stakeholder Meeting
    - (1) Meeting with Board of Marina, Parks and Forestry

The scope of work does not include approval and/or adoption with the City Council. It is understood that the City staff will accept this responsibility if desired or necessary. GRAEF's work shall be considered complete whether or not the project work is brought to the City Council for approval or adoption (which is considered outside the scope of this project).

GRAEF will endeavor to perform the Basic Services by November 27, 2020.

Services beyond what is included in the Basic Services listed above shall be considered Additional Services. GRAEF can provide Additional Services for additional compensation including but not limited to:

- Attendance at additional meetings beyond what is outlined in GRAEF's Basic Services.
- Additional illustrations/renderings beyond what is outlined in GRAEF's Basic Services.
- Structural Assessment of any existing buildings/structures.
- Traffic impact study.
- Site Surveying.
- Architectural design.
- Detailed design, including dimensioned layout plans, grading plans, planting plans and related section cuts and elevations.
- Signage, way-finding and/or branding design.
- Wetland delineation, mitigation and/or enhancement.
- Threatened and/or endangered species survey and/or protection plan.
- Waterway permitting.
- Economic impact analysis.
- Grant applications.

It is our understanding that the Client will provide the following services, items and/or information:

- Convening space, outreach, invitations, and logistics for any meetings associated with this Project.
- Relevant files, data, and maps as it relates to the Project area.
- Prior plans, in an editable format (if available).
- Provisions necessary for GRAEF to enter public and/or private property as needed.
- Feedback, comments, and any necessary decisions or direction for the plan updates and designs.
- Regulatory and ordinance review and/or analysis as needed.
- Public Notices for Public Meetings, if needed.
- Plan adoption/approval process as needed.

You agree to compensate GRAEF for all basic services noted above a lump sum of $30,000.00.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

GRāEF

collaborāte / formulāte / innovāte

We look forward to working with you on this exciting project. Please call us at 608-242-1550 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Joe Porter, PLA
Site Development Team Leader

Loei Badreddine, PE, SE, LEED AP
Principal – Vice President

Accepted by:
City of Sheboygan

_____
(Signature)

_____
(Name Printed)

_____
(Title)

_____
(Date)

GRāEF

collaborāte / formulāte / innovāte

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on January 31, 2020 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Sheboygan (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify and defend GRAEF, its present or former officers, employees and subconsultant(s), from any liability or loss, cost or expense (including legal fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client shall have fifteen (15) days to accept or reject any Additional Services proposed by GRAEF. In the event that Client does not respond within fifteen (15) days, Client shall be deemed to have rejected the Additional Services. Client's acceptance of Additional Services and agreement to pay for such Additional Service shall be in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts past due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF shall issue invoices for services on a monthly basis. Client shall remit payment within thirty (30) days of receipt of the invoice. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability (of at least $1,000,000 per claim), commercial general liability (of at least $1,000,000 per occurrence and $2,000,000 in the aggregate), automobile liability (of at least $1,000,000), and workers' compensation insurance (in accordance with statutory limits) for the duration of this Agreement and shall, upon execution of the Agreement, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: Under this Proposal, the expectation is that GRAEF will provide Client with professional planning services, such as providing a Master Plan for a Park in the City of Sheboygan. Documents prepared for Client that relate to professional planning services shall become the property of Client. The Parties recognize that GRAEF has the capacity to handle engineering services as well. Although the Parties do not expect this Project to include engineering services, if engineering services are incorporated into this Project, no engineering documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including computer files, drawings, specifications, and reports) ("Engineering Documents") are intended or represented to be suitable for reuse by Client, unless GRAEF specifically consents to such reuse. Client's reuse of Engineering Documents shall be at Client's sole risk and responsibility.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: The Parties do not expect the Project to include construction. Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. Unless expressly stated in a Scope of Work, GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, unless as expressly stated in a Scope of Work, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. Unless expressly stated in a scope of work, GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a Purchase Order for the purchase of a replacement dump truck body for an existing 2007 Model Tri-axle dump truck, including a new slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, the Department of Public Works currently has a 2007 Model Tri-axle dump truck, which has a badly worn and rusted dump body; and

WHEREAS, staff believes that it is in the best interest of the city to replace the dump body and add a slide-in salt spreader and liquid brine application system, thereby extending the useful life of the cab and chassis, rather than replacing the entire dump truck; and

WHEREAS, the replacement dump body will be mild steel; and

WHEREAS, the slide-in salt spreader and liquid brine application system will be constructed of stainless steel to assure a long life expectancy and resistance to salt related corrosion; and

WHEREAS, state law and the city's procurement policy allows the city to join with other units of government in cooperative purchasing plans when the best interest of the city would be served; and

WHEREAS, the new replacement dump body and slide-in salt spreader and liquid brine application system and related equipment (the "Replacement Dump Body and Accessories") are available from Monroe Truck Equipment of DePere, Wisconsin under the Sourcewell National Purchasing Plan; and

WHEREAS, staff anticipates that the current dump body will be scrapped upon receipt and installation of the Replacement Dump Body and Accessories.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Monroe Truck Equipment of DePere, Wisconsin for the purchase of the Replacement Dump Body and Accessories.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 080114-MTE, a copy of which is available at sourcewell-mn.gov.

Public Works

BE IT FURTHER RESOLVED: That the appropriate city officials are hereby authorized to draw funds for the Replacement Dump Body and Accessories, in the amount of $71,540.00 as follows:

$35,770.00 Account No. 70136100-641100
(Motor Vehicle Fund - Motor Vehicles - Vehicles)

$35,770.00 Account No. 47936100-641100
(2020 Capital Improvements Fund - Motor Vehicles - Vehicles)

_____

_____

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. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks with standard two door cabs for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, funding for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks equipped with standard two door cabs ("Vehicles") to replace two vehicles that are 16 and 19 years old respectively (the "Old Vehicles") is included in the 2020 Capital Improvements Plan; and

WHEREAS, due to the lead time, it will take several months from placing an order for the Vehicles to actually receive the Vehicles; and

WHEREAS, upon receipt of the Vehicles and their placement into service, the Old Vehicles will be offered for sale at public auction; and

WHEREAS, the proceeds from the sale of the Old Vehicles will be provided to the Director of Finance; and

WHEREAS, state law and the city's procurement policy allows the city to join with other units of government in cooperative purchasing plans when the best interest of the city would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, city staff believes, and the Council agrees that this is the best procurement method for this purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of two Half-ton rated Four Wheel Drive Pickup Trucks with standard two-door cabs.

BE IT FURTHER RESOLVED: That the Council understands that these Purchase Orders will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-00), a copy of which is available at vendornet.wi.gov.

Public Works.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds for the purchase of the Vehicles and their associated license and title fees, in the amount of $ 59,873.00, which includes license and title fees as follows:

$29,936.50 Account No. 70136100-641100
(Motor Vehicle Fund - Motor Vehicles - Vehicles)

$29,936.50 Account No. 47936100-641100
(2020 Capital Improvements Fund - Motor Vehicles - Vehicles)

_____

_____

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. ____ - 19 - 20. By Alderpersons Wolf, Donohue, and Sorenson.
February 17, 2020.

A RESOLUTION supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles during the second wave of funding.

WHEREAS, Shoreline Metro provides safe and reliable public transportation to several communities in Sheboygan County; and

WHEREAS, operating funds for Shoreline Metro are typically sourced from the City of Sheboygan and other local partners; and

WHEREAS, the City of Sheboygan and the other local partners contribute annually to a restricted cash depreciation account for purposes of purchasing transit vehicles and other capital equipment; and

WHEREAS, the State of Wisconsin is a designated beneficiary of a settlement with Volkswagen wherein $42 million of Wisconsin's share of the settlement funds must be used during the 2017-19 biennium; and

WHEREAS, State Budget, 2017 Wisconsin Act 59 established a transit capital assistance grant program, under which the Department of Administration has created a competitive statewide grant program ("State of Wisconsin Volkswagen Mitigation Program Grant") to award settlement funds to eligible applicants for the replacement of public transit vehicles; and

WHEREAS, Res. No. 79-18-19 adopted on September 4, 2018, authorized Shoreline Metro to apply for funding through the State of Wisconsin Volkswagen Grant Program; and

WHEREAS, Shoreline Metro now desires to apply for another State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles during the second wave of funding. Any transit vehicles purchased would be acquired through a competitive procurement process; and

WHEREAS, the City of Sheboygan is the designated grant recipient for Shoreline Metro; and

WHEREAS, eighty percent (80%) of the purchase price of the transit vehicles will be covered by the State of Wisconsin Volkswagen Mitigation Program Grant. Twenty percent (20%) will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually; and

WHEREAS, Shoreline Metro has established a restricted cash account for purchasing transit vehicles; and

transit

WHEREAS, the Shoreline Metro local partners together with the Common Council for the City of Sheboygan agree that it is beneficial to apply for the State of Wisconsin Volkswagen Mitigation Program Grant.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Transit Commission and the Common Council for the City of Sheboygan hereby direct and authorize Shoreline Metro and the proper City officials to submit information to the Department of Administration to apply for funding through the State of Wisconsin Volkswagen Mitigation Program Grant.

BE IT FURTHER RESOLVED: That proper City officials are authorized and directed, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, to accept funds, pursuant to the terms of the grant application.

BE IT FURTHER RESOLVED: That, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, Shoreline Metro, its local funding partners together with the Common Council for the City of Sheboygan agree that twenty percent (20%) of the purchase price of transit vehicles will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually. The parties further agree that the City of Sheboygan's loss of local shared revenue due to the bus procurement shall be reimbursed in full from the Shoreline Metro restricted cash account.

_____

_____

_____

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. ____ - 19 - 20. By Alderpersons Wolf, Donohue, and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Mayor to execute the amended 2020 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said amended 2020 General Contract, a copy of which is attached hereto.

transit

_____

_____

_____

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

2020 GENERAL CONTRACT

Amend Date: 2/11/2020

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2020 through December 31, 2020 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Michelle Acevedo/Jaclyn Moglowsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is _____, and Employer Identification Number is .

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract. Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

Service/Program	Rate	# of Units	Units of Measure	Total Cost of Service
Specialized Transport - Bus Pass	$48.00	225	each	$10,800.00
Specialized Transport - Punch Card (bundle of 10 passes)	$35.00	18	each	$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 grant award from State of WI.	$363,233.00	1	year	$363,233.00
			Total:	$374,663.00

For children served through the Children's Wavier program:
**The rate paid will be determined by the acuity level for each child. Outlier rates (for higher needs children) that do no fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*
***Transportation is "per trip" per the State Children's Waiver rate schedule.*
**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to $170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: https://www.whitehouse.gov/omb/information-for-agencies/circulars/.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm or https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human

Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.

D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.

E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the

B. Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.

C. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

Comprehensive General Liability: minimum of $1,000,000
Auto Liability (if applicable): minimum of $1,000,000
Professional Liability (if applicable): minimum of $1,000,000 per occurrence and $3,000,000 for all occurrences in one (1) year;
Umbrella Liability (as necessary): minimum of $1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm
Additional resources and training information are available at:
https://dcf.wisconsin.gov/civilrights/plans

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.

2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)

3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars ($50,000) must develop and attach a Civil Rights Compliance Plan to this contract.

4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars ($50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at http://vendornet.state.wi.us/vendornet/procman/prod3.pdf

5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.

B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.

C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.

D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.

E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.

B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.

D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.

B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is $100,000 or more (cumulative across all Wisconsin counties), unless the audit requirement is waived by the State of Wisconsin or the County. The

audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than $100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at https://www.ecfr.gov
State Single Audit Guidelines is available at
https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx
Provider Agency Audit Guide is available at
https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than $750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.

2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.

C. Source of funding information shall be provided at time of audit confirmation.

D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.

E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.

F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.

G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.

H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:

1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
3. Disallow the cost of audits that do not meet these standards; and/or
4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
5. Require modified monitoring and/or reporting provisions;
6. Assess financial sanctions or penalties;
7. Discontinue contracting with the Provider;
8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding

I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.

B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.

C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.

E. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.

F. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.

G. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or

her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

H. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has

occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.

I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.

K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

L. The Provider shall submit any performance and other program reports required by the County.

M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the

services the Provider provides or purchases with funds provided under this contract. In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a "Business Associate" within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.

B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;
2. Individually Identifiable Health Information;
3. Non-Public information related to the County's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
4. Information designated as confidential in writing by the County.

C. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

D. "Personally Identifiable Information" means an individual's last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

1. The individual's Social Security Number;
2. The individual's driver's license number or state identification number;
3. The number of the individual's financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual's financial account;
4. The individual's DNA profile; or
5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

E. "Indemnification" means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.

F. "Equitable relief" means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

G. Confidential Information does not include information which is required to be disclosed by operation of law.

H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider's personnel files and be available as requested by the County.

XVII. Conditions of the Parties' Obligations

A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.

B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.

E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider's services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums

The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- ☐ CBRF Adult Family Home
- ☐ CCS Provider Responsibilities
- ☐ CRS Provider Responsibilities
- ☐ Daily Living Skills
- ☐ Guardianship Addendum
- ☐ RCC Addendum
- ☒ Safety Assurances
- ☐ Representative Payee Addendum
- ☐ SHC Respite
- ☐ Sheboygan Senior Dining Program Requirements
- ☐ Supported Employment Addendum
- ☐ Treatment Foster Home Addendum
- ☒ Technology and HIPAA Agreement – signed and dated acknowledgement for each employee shall be retained in Provider's personnel files and be available as requested by the County

Other: _____

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

_____ _____

Matthew Strittmater, Director — Date
County's Authorized Representative
Sheboygan County Health & Human Services

For Provider:

_____ _____

Provider's Authorized Representative — Date

_____

Title:

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
February 17, 2020.

Your Committee to whom was referred Res. No. 160-19-20 by Alderpersons Donohue and Bohren authorizing the transfer of appropriations in the 2020 Budget (Library); recommends adopting the Resolution.

res

_____ _____

_____ _____

_____ _____

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

4.4

Res. No. 160 - 19 - 20. By Alderpersons Donohue and Bohren.
February 3, 2020.

A RESOLUTION to authorize a transfer of appropriations in the 2020 Budget.

WHEREAS, staff has reviewed existing 2020 Budget appropriations and determined the need to re-appropriate funds within the 2020 Budget for Mead Public Library Fund 255 due to an unanticipated shortfall.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2020 Budget for the purpose of an unanticipated shortfall in Mead Public Library Fund 255.

FROM	TO	AMOUNT
General Fund Unclassified Reserve for Contingency 10199020-810103	Special Revenue Fund Mead Public Library Fund Full Time Salaries - Regular 2551110-510110	$4,283.14

Finance/Personnel adopt.

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. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. February 17, 2020.

Your Committee to whom was referred Res. No. 163-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Interceptor Feasibility Study; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

4.7

Res. No. 163- 19 - 20. By Alderpersons Wolf and Sorenson.
February 3, 2020.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Interceptor Feasibility Study.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for the Sheboygan Southside Interceptor Feasibility Study.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed $338,000 from Account No. 60134110-649200 (Wastewater - Sanitary Maintenance - Equipment Replacement Fund).

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

Public Works adopt

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

AGREEMENT FOR SERVICES

Project Title (the "Project"): Southside Interceptor Feasibility Study

FOTH Project Number: _____

CLIENT Project Number: (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this _____ day of _____, 20_____, by and between Choose an item., (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan

Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan WI 53081-4714

Phone No: 920-459-3368 Email Address: Scott.isaacs@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services and as further described in the Statement of Qualifications (SOQ) in Exhibit A:

	Phase	Estimated Fee
1	Flow Monitoring Phase	$55,000 - $65,000
2	Televising Phase (primarily sub-contractor)	$40,000 - $44,000
3	Preliminary Investigation Phase – Pipeline	$44,000 - $49,000
4	Preliminary Investigation Phase – Shoreline	$16,000 - $19,000
5	Feasibility Study Phase – Shoreline	$56,000 - $61,000
6	Feasibility Study Phase – Pipeline & Shore Combined Summary Report	$95,000 - $100,000
	Total Estimated Engineering Fee Range	$ 306,000 - $ 338,000

This contract scope has been reduced from the original SOQ submittal to only include the feasibility study portion of the project. A new contract will be executed for the design of the recommended alternative derived from the feasibility study.

Schedule: Services shall be performed according to the following schedule:

Phase	Duration	Time Frame
Flow Monitoring Phase	4-6 Months	March – July 2020
Televising Phase	2.5 Months	March – May 2020
Preliminary Investigation Phases	2.5 Months	March – May 2020
Feasibility Study Phases	3.5 Months	May – August 2020

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☐ Unit Cost/Time Charges (Standard Rates)

☒ Other as stated here: Per standard 2020 hourly rates summarized above in the scope phase estimated fee ranges and described in Exhibit B.

Special Conditions (if any):

If at any time during the investigation portion of the study it is determined that the existing interceptor physical condition or capacity is in a state such that any repairs are infeasible, the study will be suspended and a new scope and fee will be determined and negotiated, respectively..

The attached Agreement for Services Standard Terms and Conditions is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT		**CONSULTANT**	
Signed:	_____	*Signed:*	_____
Name (printed):	_____	Name (printed):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Signed:	_____
		Name (printed):	_____
		Title:	_____
		Date:	_____

AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Clients other consultants. Such data and information shall include but not be limited to the following:

a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.

b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.

c. Legal counseling services necessary for the Project including legal review of the construction contract documents.

d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

a. Worker's compensation insurance pursuant to state law.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.

d. Professional liability insurance, if applicable, of $1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be

connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.
Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project .

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non- binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

Statement of Qualifications for:

SOUTHSIDE INTERCEPTOR SYSTEM

City of Sheboygan, Wisconsin

Foth Building Infrastructure. Building Trust.

Revised January 2020
November 8, 2019

Lincoln Center II • 2514 South 102nd Street • Suite 278
West Allis, WI 53227
(414) 336-7900 • Fax: (414) 336-7901
www.foth.com

November 8, 2019 (Updated January 2020)

Mr. Ryan Sazama, PE, AIA, City Engineer
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

RE: Statement of Qualifications (SOQ)
Southside Interceptor Sewer Rehabilitation/Feasibility Plan

Dear Ryan,

Thank you for the opportunity to provide this SOQ for the above referenced project. Per our recent meeting and Dale's follow up site visit at the Kentucky Avenue Sewage Pumping Station (KASPS), we have a firm grasp of the approach that will be required to tackle the interceptor's current environmental challenges, while partnering with you to come up with the most cost effective long term solution for the operation of the interceptor system. Foth has the experience and technical expertise to work with you on obtaining key system data, analyze it with your team, and formulate a long term, conservative design for the chosen system to last the City another 80+ years.

We have assembled a skilled project team and are committed to assist you in completing your main goals for this project (included services are shown in black, future services are shown in gray):

- Obtain a quick snapshot of the interceptor and take any necessary immediate remediation measures.
- Assist in a flow management/televising operation to obtain the best visual condition assessment.
- Implement flow metering at key points to establish existing dry and wet weather flow characteristics and available capacity.
- Obtain and analyze the KASPS flow data and establish capacity.
- Estimate future development flows.
- Depending on capacity analysis, develop rehabilitation alternatives and, if necessary, any relief trunk sewers.
- Prepare a cost effective analysis using a 20, and possibly a 40, year present worth analysis.
- Design the least cost alternative. (future services)
- Design the sewage bypass system. (future services)
- Prepare plans and bidding documents. (future services)
- Provide construction management team or augment your staff team as directed. (future services)

At Foth, we enjoy solving our client's toughest engineering and scientific challenges, so we truly look forward to teaming with you and your staff as we systematically approach this very important City infrastructure project.

Please contact us with any further questions regarding this proposal.

Sincerely,

Thomas J. Ludwig, PE
Client Director
tom.ludwig@foth.com
(414) 336-7905

Dale Broeckert, PE
Project Manager
dale.broeckert@foth.com
(608) 242-5919

Table of Contents

1 Approach to Your Project

1

1 Approach to Your Project

TASK 1: KICK-OFF MEETING

We will start with a kick-off meeting to bring the team together, including key Foth members and City Staff. We will explain and confirm the first steps, goals, and discuss any initial known hurdles to overcome. City staff will be invited to help identify critical aspects of the project and share their knowledge of the system.

Some topics to be discussed include the following:

- Confirm envisioned schedule.
- Coordinate flow meter field operations.
- Pump station performance and site data.
- Discuss and gather SCADA history.
- Discuss known wet, dry, seasonal flow trends.
- Traffic control restrictions.
- Easement or right-of-way details.
- Preferred points of access – metering.
- Preferred points of access – televising.
- WDNR/ACOE coordination.
- Public relation concerns.
- Open conversation and idea sharing.

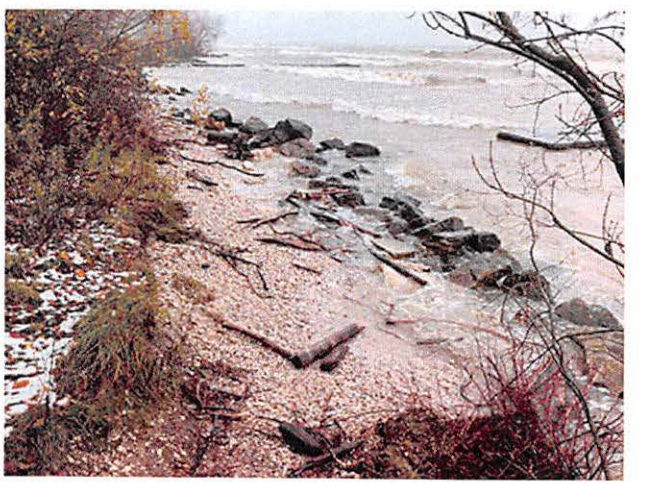
The intent of this meeting is to unite all key project members. We firmly believe that the City staff's knowledge and expertise with their system, and their ideas, are extremely important. Leaving this meeting, we will have a clear path moving forward, key personnel will be connected, and lines of communication will be open.

Prior to the kick-off meeting, we will perform a Wetland Indicators Review to determine if a delineation will be required in any disturbance areas. Following the kick-off meeting, a wetland delineation will be coordinated by Foth staff, if needed.

TASK 2: TELEVISING PLAN & PIPELINE CONDITION EVALUATION

Verification of the condition of all pipes and structures from the Kentucky Avenue pump station to the WWTP will be required. A detailed televising plan will be established to account for the televising challenges on this project (such as access) and providing a clean and empty pipe.

Access: Access to portions of the interceptor will be a challenge as indicated on the Project Understanding Map. Some areas will likely need to be tackled from both ends. We will work closely with our televising contractors to review their equipment access needs and limitations. If access road improvements are absolutely needed, we will evaluate all the options and assist the City accordingly.



CITY OF SHEBOYGA
SOUTHSIDE INTER(
PROJECT UND

KENTUCK

EXISTING

EXISTING

EXISTING

POTENTIA
ALT ROUT

APPROXIM
PIPELINE A

1 Assess operatio
Station - Curren
Reliability and S
televising durin
cycling. Evaluat
for bypass pum

2 Provide a televi
access needs. (
the condition of
throughout. Pr
assessment rep
defects.

3 Condition and c
main - Analyze t

4 Condition and c
and 60" gravity
relining.

5 Review and qua
Utilize SCADA c
determine dry b
flows. Project r
infill developme
from Kohler and

Clean & Empty Pipe: A clean & empty pipe is ideal for capturing the best video; however, due to the realities of this site, achieving that may be difficult. Spot checks will be made at a few points along the interceptor to get an idea of how much build-up may be on the pipe walls. Due to occasional high flows, we are hopeful that the pipe is adequately scoured and jetting it won't be necessary throughout. If not, and jetting is absolutely needed, we will evaluate all the options and assist the City accordingly. To provide a near empty pipe, we plan to utilize the wet well and upstream pipe storage volume to its maximum surcharge capacity. We will evaluate this and create a "smart on/off pump cycling" plan to be implemented at the lowest flow time of the day during a dry spell. When the pumps are off, the pipe will empty and the televising crew will start televising. When the wet well fills, the televising crew will stop the camera and the pumps will cycle on. The camera will remain in the flow stream during the on cycle and stop recording. Once the cycle is complete, the pipe will empty again and the televising will continue. This process will repeat until the entire pipeline is televised. This strategy takes good planning and coordination; however, it avoids the need for bypass pumping which is critical. We anticipate that the smaller gravity sewers feeding into the interceptor will have insignificant flows during the low flow time of day. This will be confirmed with our metering efforts. If the small sewers pose a problem we will coordinate and implement a solution with the City prior to televising.

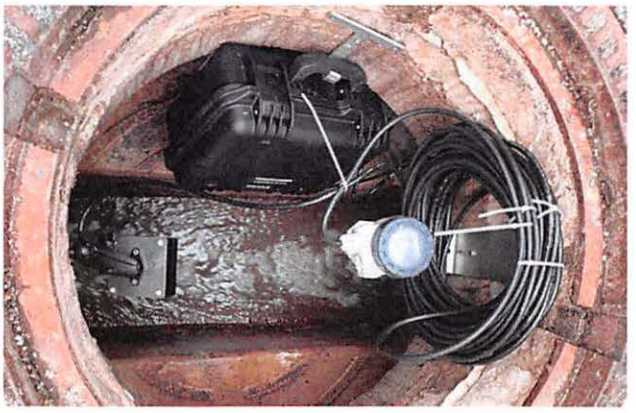
Evaluation Process: The video will be compiled into an organized and easy to view format. We will evaluate the entire pipeline to NASSCO pipeline rating standards. Pipeline overview sheets will be created indicating all segments in the pipeline that have a NASSCO structural rating of four (4) and five (5). These defects, along with all other defects found, will be summarized in an overall condition report. The report, pictures, and video clips will be reviewed and discussed with the City in great detail. This information will be used to evaluate the pipeline rehabilitation option(s) in the overall feasibility study.

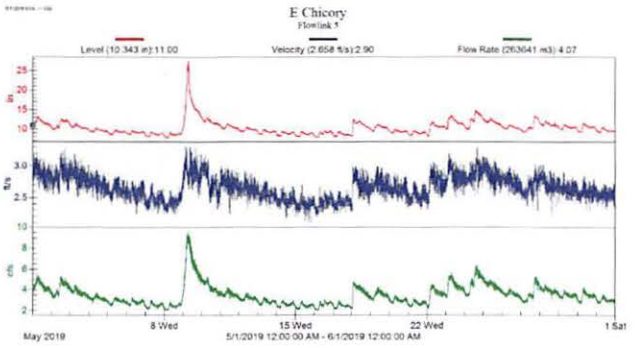
TASK 3: PIPELINE CAPACITY ASSESSMENT

Detailed capacity calculations will be performed for both the forcemain and gravity interceptor portions to determine the maximum flow that the pipeline system can convey. Information from televising will be utilized to account for roughness, low and high spots in the system, or anything else that could impede capacity. We will compare the current capacity calculation to a lined-pipe capacity. These results will be reviewed and discussed with the City and utilized in the overall feasibility study.

TASK 4: METERING

All sewers flowing into the interceptor will need to be metered. A flow metering plan for all sewers flowing into the interceptor will be established early in the process. Foth has extensive knowledge of the ISCO Flowlink software which is used for managing and calibrating the flow meter field data. Foth will provide reliable and seamless data. Experience with handling data and calibrating the meters properly is critical. We will also place a meter right before the interceptor enters the WWTP. This data we will allow us to calculate and quantify the volume of Lake Michigan infiltration and inflow (I&I) that the interceptor experiences. This I&I would be eliminated post rehabilitation. All the data will be analyzed for use in the capacity analysis and feasibility study portions of the project.



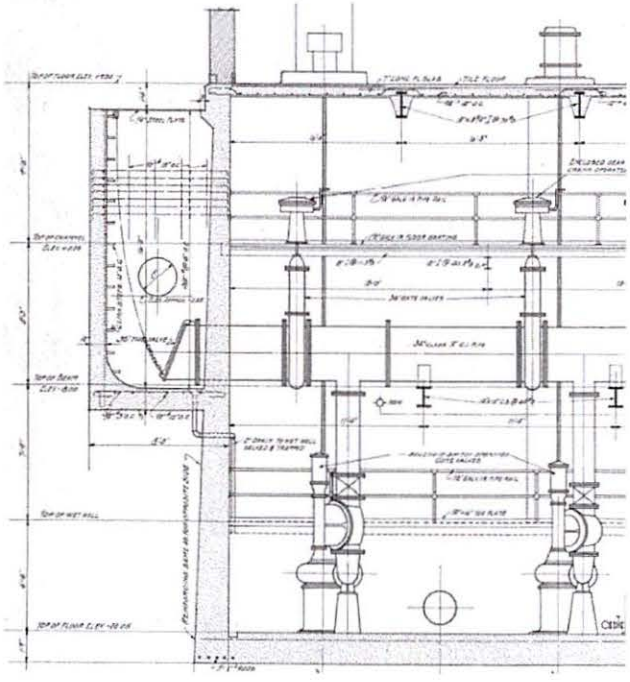


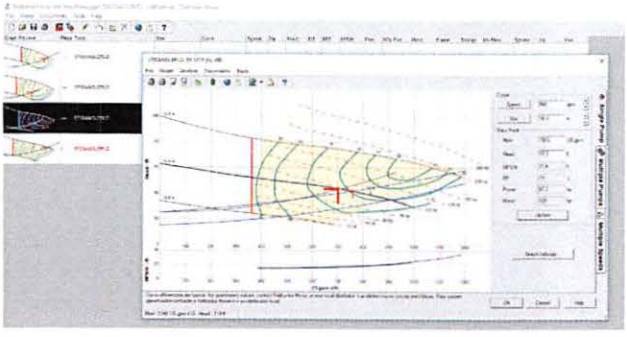
TASK 5: CAPACITY EVALUATIONS

Understanding current and future peak flows is a critical step in this project. In order to consider rehabbing the interceptor it needs to properly convey all future project peak hourly flows. If adequate capacity cannot be maintained, alternative capacity interceptor capacity measures need to be considered. Future development, projected land uses, I&I, any subtractions from the Kohler contributing sewershed, and net developable projected sewershed land will all be considered in sizing the future Southside Interceptor system. We will work closely with City staff to envision what the future sewershed will entail. This capacity evaluation will be used in the project's feasibility study mentioned below.

TASK 6: BYPASS PUMPING PLAN

Foth has extensive experience with bypass pumping. Evaluating bypass pumping options is a critical component of this project. Current peak lift station flows and wetwell levels will be evaluated to determine the level of bypass pumping required. Understanding the extent of bypass pumping will play a big part in the feasibility cost evaluation. **We will do everything that we can to utilize the existing station pumps for bypassing.** Mr. Broeckert is extremely familiar with the five (5) Fairbanks 16-inch 5711, 890 rpm, 125hp pumps that are in currently in operation. In this case, we will investigate designing a custom fitting to be installed on the existing 36-inch Tide Valve. Hydraulic calculations will be performed to determine if the existing pumps can handle the required peak flow rate through temporary HDPE pipes. A number of pipe combinations and bypass pipe routes will be evaluated to determine if the hydraulics could work. Bypass piping routes will be a challenge and creativity will be required. We will work closely with the City staff to determine and evaluate the options. If needed, upgrades to the existing pump impellers, motor speeds and/or motor horsepower will also be evaluated (within the limits of the electrical service available). Utilizing the existing pump station, even if a variety of station upgrades are required, would potentially save the City hundreds of thousands of dollars in cost. If it is determined that utilizing the pump station is in no way feasible, Foth will work with our industry contacts to obtain bids from 3rd party bypass pumping contractors.





TASK 7: ANALYZING THE OPTIONS & CONCEPTUAL DESIGN

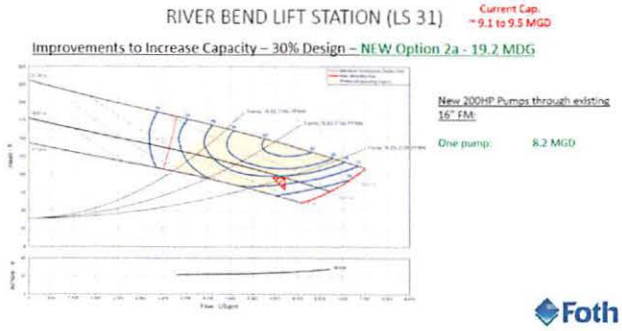
After the previously discussed tasks are complete, our team will have the necessary information to analyze all the options. The driving factors are:

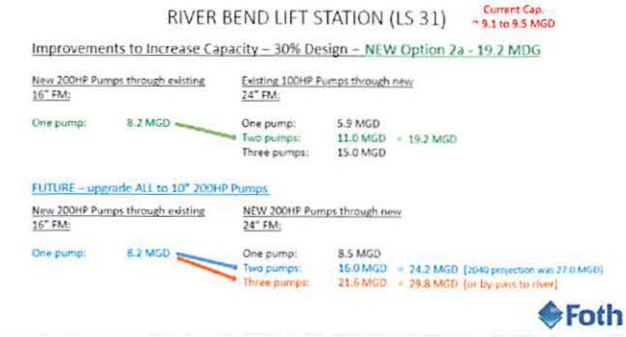
1. **Condition of the pipe (and structures) and the degree of repair/rehab needed.**
2. **Capacity compared to the future expected flows.**
3. **Feasible modifications to the existing pipeline.**
4. **Feasible new routes.**

These factors will dictate what options we will evaluate. Options such as doing nothing (not likely due to age), partial rehab, full rehab, relaying larger forcemain/interceptor in place, modify the existing pump station and extending the forcemain all the way to the plant and rerouting any collector connections (if possible), or relaying larger forcemain/ interceptor along an alternate route may all be investigated. The applicable options will each require conceptual designs to properly capture the costs, constructability, possible shoreline and structure improvements and protection, possible permitting and easements, etc. Our team is highly experienced with performing these evaluations. **We have experts to perform evaluations of wave and ice force effects to shoreline infrastructure and how to design structures to withstand these environmental conditions.** We are fully equipped to handle all variations and challenges that the various design options will entail.

TASK 8: FEASIBILITY STUDY & PROJECT DECISION MAKING

A feasibility study will be performed and will provide a cost effective analysis for all the applicable conceptual design options. Each option will be broken down into many sub components. All-inclusive present worth cost estimates will be provided for each for easy comparison and discussion. Other factors besides cost will also be evaluated such as sustainability, ease of future maintenance, long-term protection of the assets, and risk. The feasibility study will provide all the necessary information for the most informed decision. We will work closely with the City staff, Committee members, and others to explain and summarize the results in simple terms. Our goal is to make the results clear, and the decision process easy for everyone involved to choose the most cost effective, sound alternative to serve the City for another 80+ years.





VILLAGE OF CALEDONIA UTILITY DISTRICT
RIVER BEND SEWER REHABILITATION
PRESENT WORTH COST ANALYSIS - SEWER OPTION 2

Interest Rate = 4.375%, n=20 years

ITEM	UNIT	YEAR 1 QUANTITY	YEAR 1 COST	ANNUAL O&M COST	SERVICE LIFE	SALVAGE VALUE
Lift Station Upgrades	EA	1	$600,000.00	$ 102,200.00	20	$ 216,000.00
New 24" Force Main to 36" Gravity	L.F.	2,800	$1,150,000.00	$ 1,000.00	50	$ 478,000.00
Rehab Existing 27" Gravity Sewer	L.F.	1,600	$200,000.00	$ 400.00	50	$ 132,000.00
Rehab Existing 24" FM	L.F.	1,200	$80,000.00	$ 400.00	50	$ 48,000.00
12" Over Sev. Force Main	L.F.	600	$250,000.00	$ 200.00	50	$ 125,000.00
TOTALS			$2,280,000.00	$ 102,200.00		$ 1,199,000.00
PRESENT VALUE FACTORS			1.0000	13.1500		0.4047
PRESENT VALUES			$2,280,000.00	$ 1,340,700.00		$485,100.00

SUMMARY OF ESTIMATED PRESENT VALUE COSTS	
Total Construction Cost	$ 2,280,000.00
Legal, Engineering & Contingencies (35%)	$ 798,000.00
Total Estimated Cost	$ 3,078,000.00
Present Value O&M (20 Years)	$ 1,340,700.00
Present Day Salvage Costs	$ 485,100.00
Total Present Worth	$ 3,933,600.00

1. This is a budgetary cost estimate prepared primarily for the most effective comparison between alternatives. No representation is made that proposals, bids or costs have been received from contractors.
2. Annual O&M Cost for lift station = $5,000 + $6,000*Average Daily Flow in MGD + 0.01* Year 1 Cost
3. Annual O&M Cost for force mains and gravity sewer = $2,000 per mile
4. Salvage value for lift station based on 60% over a 20 year life. Assume 60% of Year 1 Cost is associated with mechanical/electrical.
5. In accordance with s. NR 110.09(1)(a) "Revenues, Administrative Costs, the interest rate to be used in facility planning, cost-effective analysis on or after October 1, 2017 shall be 4.375%
6. 20 Year present worth at 4.375% gives a future amount = 0.0247
7. 20 Year present worth at 4.375% gives an annual amount = 15.1500
8. The above estimate includes engineering, administration, construction and contingencies.
9. Assumes the lift station boundary in the current facility plan remains unchanged for the 20 year period its used.

TASK 9: IDENTIFYING FUNDING/GRANTS FOR THE SELECTED DESIGN OPTION

Our shoreline specialists believe that certain categories of work on this project may qualify for grant funding. Grants are established specifically for exposed shoreline infrastructure requiring protection due to rising lake levels. If our grant team believes there is a high probability of securing dollars, we will account for that in the feasibility study appropriately. In the past five years, Foth has helped our clients secure over $45,000,000 in grants for sediment management and shoreline infrastructure related projects, some with many similarities to this project. Our team has the extensive experience in this arena which we believe will potentially provide a great financial benefit to the City. We will work closely with staff to explain all applicable grant or low interest Clean Water Fund loan opportunities.

TASK 10: DESIGN PLANS & SPECIFICATIONS

Using the information gathered from the previous tasks and City staff review meetings, we will finalize the design and specifications for the project. We will work with the City and other stakeholders to develop construction plans as well as traffic control and shoreline access details considering a maintenance road and/or barge construction techniques. Traffic control will be approved by the City prior to any work occurring. Any shoreline improvements will be approved by the applicable regulatory agencies.

As applicable, final regulatory permit applications will be submitted during the final design phase to assure construction permits are acquired before bidding. This permitting could affect the schedule that we have identified.

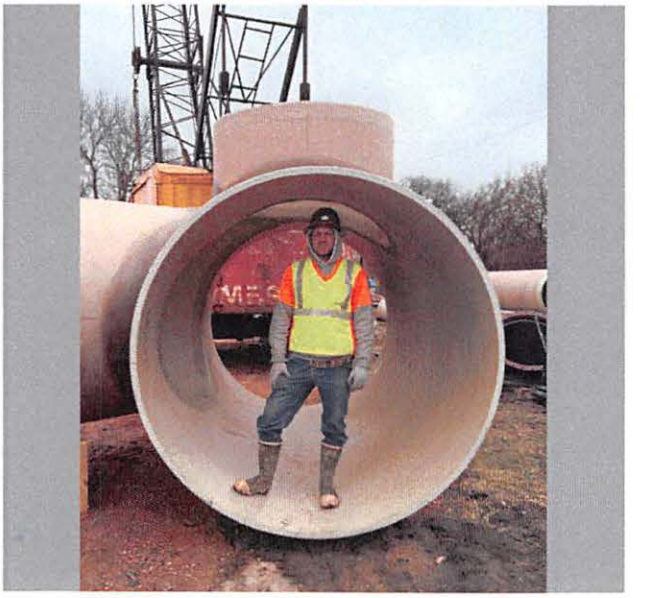
A comprehensive constructability review will take place around the 90% design milestone. Foth strongly believes in working with the contractors prior to bid to understand their comments and concerns. This review will identify any issues in the plans and specifications that may result in a change order during construction.

We will also conduct a review meeting with City staff for approval of plans, specifications, and review the construction cost estimate. Utility staff will be asked to comment on the design and those comments will be implemented into the final contract documents prior to bidding. Contract documents will be sealed by a Professional Engineer(s) for distribution to potential contractors.

TASK 11: BIDDING & RELATED SERVICES

Foth will assist the City staff in bidding of the project. We will complete the following services:

- Submit advertisement for bid to trade and local publications.
- Deliver electronic copies of contract documents to on-line plan room for delivery to potential contractors.
- Answer any questions from prospective bidders and issue any addenda.
- Attend the bid opening.
- Analyze the bid tab, check references, and prepare a letter of recommendation to the City for contract award.
- Prepare contract documents.



TASK 12: CONSTRUCTION MANAGEMENT

If requested, Foth will provide a construction project manager to manage and provide technical support to the City or the contactor. Typical activities are:

- Construction staking (if necessary).
- Monitor quality control and adherence to the project plans and specifications.
- On site during all buried construction activities.

- Log and confirm with the contractor's foreman all contract pay quantities.
- Monitor and log any changed site conditions encountered during construction.
- Communicate with the contractor regarding any technical questions that arise on site.
- Monitor time and equipment utilized by the contractor.
- Log all daily site and weather conditions and visitors to the job site.
- Monitor and ensure that proper erosion control and dust control operations are utilized by the contractor.
- Ensure that wetland impacts are minimized and occur only as approved by WDNR (if needed).
- Coordinate field measurements for accurate record drawing preparation.
- Record drawing preparation.

TASK 13: PROJECT CLOSEOUT

In addition to construction management, Foth offers project closeout services. No Owner likes any loose ends or punch-list items to go unaddressed. We work closely with the contractor and City to ensure that the project is fully complete. Any impacted areas would be required to be completely cleaned up and restored per the contract requirements. We have found that frequent meetings and open communication with the contractor can make this process go very smoothly if managed properly.

2 Commitment of Resources, Capacity to Serve, and Schedule

2

2 Commitment of Resources, Capacity to Serve, and Schedule

COMMITMENT AND CAPACITY

Our team has the availability & capacity to start work immediately upon award. We will commit our team to keep all tasks moving along efficiently, while keeping City staff informed and involved with key decision points. This project will be a top priority in for the Foth team we have assembled, and it will not be placed on the "back-burner" or delayed as we are keenly aware of the potential environmental impacts that are involved with this sewer system. As the project manager, Mr. Broeckert will keep a close watch on the schedule from the project's start to finish, continually providing updates to the City.

SCHEDULE

The project kick-off meeting will be scheduled at the earliest convenience.

Several initial tasks would be run in parallel immediately following the kick-off meeting such as:

- Developing a meter plan & placing flow meters;
- creating a televising plan & conducting televising (to be done in winter dry conditions)*;
- historical data analysis & future flow projections;
- and evaluating bypass pumping options & developing a conceptual bypass plan.

Completion goal for the above tasks: June 2020

*Note: If any immediate pipeline repair needs are found during televising, Foth will work quickly with the City to assist with a solution.

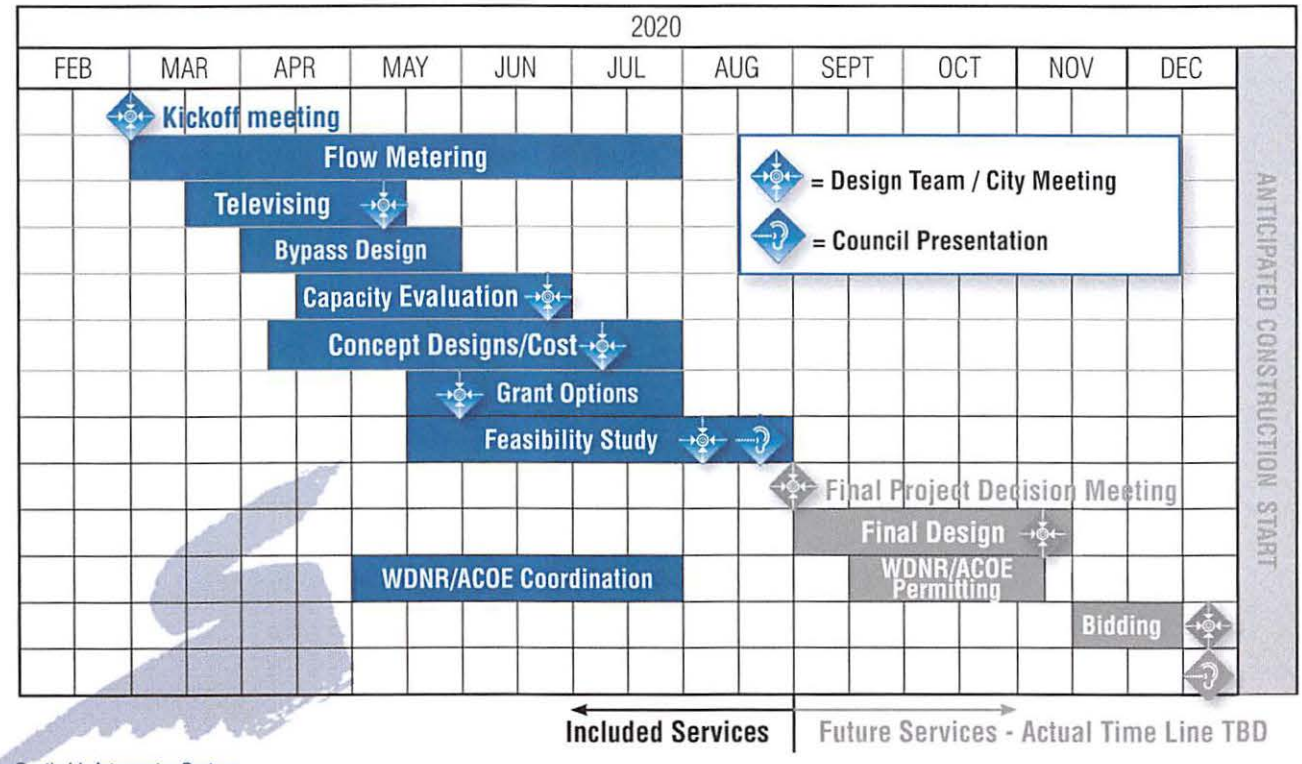
Following the initial tasks & data collection period, we will begin the conceptual designs, cost evaluations, and the overall feasibility study. In order to have complete data, we will need to capture a significant I&I event with all meters in place which would presumably occur in early spring or summer of 2020. We will be able to finalize our study and recommendation with a higher degree of accuracy following the capture of a significant I&I event.

Feasibility study, conceptual designs, final project recommendation completion goal: August 2020

We will proceed with final design of the selected solution as soon as practicable. Our goal is to have the final design ready for 90% review in late summer of 2020, dependent on the selected designs' access challenges, permitting, shoreline protection needs, and potential grant application review periods.

Final plans, specifications, and bidding goal: Future Services - Time line TBD

Construction start goal: Future Services - Time line TBD



3 Project Experience

3

3 Project Experience

YOUR NEEDS MATCH OUR EXPERIENCE

Our team is the perfect fit for your project! Here are just a few highlights of recent Foth team experience that demonstrate how our customized team is ready to step right in and serve on the South Side Interceptor project:

Flow Metering

Our flow meter team stands ready to install multiple ISCO 2150 flow meters in the system upon our notice to proceed with the study. Mike Yeager is the same team leader who previously worked with the City of Sheboygan performing confined space entry for meter installation, data collection/downloading for 5 separate sites for approximately a year, with relocation of 3 meters to new sites for an additional 7-8 months. We are currently using 6 meters for a Village of Mount Pleasant I/I study and are actively managing 2 meters currently in the Village of Caledonia for a sewage attenuation basin project. We have the relevant experience to immediately implement a well-planned metering system, and to download and manage the flow data in ISCO's integrated Flowlink Software.

Sewer Rehabilitation and Bypass Pumping Designs

Tom Ludwig and Rachael Kranz have managed and performed numerous pipeline rehabilitation designs including one located on a Lake Michigan beach bluff and large diameter relining projects for the Minneapolis Metropolitan Council Environmental Services - all involving extensive traffic control and bypass pumping plans. Dale Broeckert previously worked for a CIPP installing contractor and has first-hand experience in the entire process.

Sewage Pumping Station Evaluation and Design

Dale Broeckert and Matt Eberhardt have evaluated existing sewage pumping station and forcemain systems and designed key regional facilities including our current Mount Pleasant TID 5 development 40 MGD (future 75 MGD) sewage pumping station.

Facility Planning and Cost Effective Analysis

Tom Ludwig and Matt Eberhardt have both recently completed two Regional I-94 corridor facility plans that identified the least cost alternative to serve the Villages of Caledonia and Mount Pleasant for over 20 miles of sewer system.

Major Conveyance System Design and Construction

Tom Ludwig and Matt Eberhardt are currently leading, the design efforts for the Mount Pleasant TID 5 Interceptor system. The sewer is about 50% complete with the pump station beginning in early 2020. Dale Broeckert is assisting with the pumps and controls design for the pumping station $30 million sewer infrastructure improvement. John Laning is heading up construction management and Drew Miazga is providing all necessary design survey and construction staking.

Funding

Brian Hinrichs leads a very successful grant and low interest loan funding team, with some of that success highlighted below.

GRANT AND FUNDING ASSISTANCE

Foth provides proven professional assistance with funding strategies, application development, grant administration and special appropriation requests. In the past two years, Foth has assisted our clients in obtaining more than $45,000,000 for sediment management and coastal infrastructure projects.

We regularly research alternatives, prepare applications and coordinate supporting data for grants, from $20,000 to more than $5 million, for single projects. Grant administrative services are provided through construction and project close-out. Our project managers are experienced with designing and scheduling projects within grant requirements, as well as agency expectations, for project success.

CONSULTING SERVICES	GRANT & LOAN PROGRAMS	
◆ Grant Database Search	◆ Comprehensive Planning	◆ Public Water Supply & Distribution
◆ Grant Eligibility Studies	◆ Economic Development	◆ Parks & Recreation
◆ Grant Funding Strategies	◆ Highways/Roadways/Streets/Railroads	◆ Stormwater/Watershed
◆ Applications/Administration	◆ Harbors/Rivers	◆ Wastewater Collection & Treatment
◆ Interagency Coordination	◆ Lake Management	
◆ Preliminary Engineering/Technical Reports	◆ Municipal Buildings	
◆ Tax Incremental Finance	◆ Nonpoint Pollution	
◆ Special Appropriations Requests	◆ Public Utilities	

MICHIGAN BOULEVARD RELINING, PHASE 1 AND PHASE 2

Caledonia Utility District, Racine County, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Forcemain relining along the Lake Michigan shoreline, CIPP lining, condition assessment.

After a sinkhole appeared over the forcemain along the lakefront on Racine's Michigan Boulevard, Foth was consulted to provide alternatives to costly pipebursting and replacement alternatives for the 30 inch diameter pipe. Owned by the Caledonia Utility District, televising revealed the pipe to have sustained substantial corrosion and collapsed portions due to the buildup of hydrogen sulfide gas in portions of the gravity sewer.

This force main passes in front of the Racine Water Treatment Plant and crosses underneath the large water mains serving the Greater Racine area. Due to the political impacts of the project, Foth was required to determine the least invasive method of repair, while meeting the needs of the City of Racine, Caledonia Utility District, and Racine Water Utility.

Ultimately, 2,100 lineal feet of structural cured-in-place pipe was installed during Phase 1.

- The project and all restoration was completed by Memorial Day weekend, which was the deadline imposed by the City of Racine.
- The structural liner specified by Foth ensures that the pipe is structurally sound, that no additional deterioration of the pipe occurs, and that impacts to the City of Racine are minimized.
- The structural liner was installed $100,000 under original budget.
- The Utility saved more than 15% over the cost of traditional methods of pipe installation.

Phase 2 required more extensive coordination with various public agencies due to its location, including the City of Racine Department of Public Works, the Racine Wastewater Utility, Racine County Department of Public Works, Racine Aldermen, Village of North Bay, Racine Convention and Visitors Bureau, and Racine Zoological Park. The active coordination helped determine when each regulatory agency would allow work to be performed at each site. Of the 12 access points, each had separate requirements for when work could be performed. Sites 1-3 are within the City of Racine, adjacent to a major beach and on a bus route. Work was not allowed during summer or winter at these sites. Since the road is a bus route, Racine limits winter construction to allow for quick snow removal, and the routes are designated "clean street" routes, which means they are completely cleared of snow. Many activities are centered on North Beach during summer, so construction was not feasible during that time.

Sites 4 and 5 are within the zoo property. Since visitor activity is higher during the summer months, work was restricted to late fall and winter months. Sites 6, 7, 8 and 9 are all within Racine on residential streets and have few restrictions. Sites 10, 11 and 12 are on a Racine County road and also have few restrictions.

Communication with elected officials in Racine and North Bay was initiated to provide a contact point for any concerns or issues that the constituents have during construction.

REFERENCE

Bob Lui, Village of Caledonia Utility District Manager
333 4 1/2 Mile Road, Racine, WI 53402
(262) 681-3900 | Email: blui@caledoniautility.com

NORTH AREA INTERCEPTOR REHABILITATION PHASE 8, FRIDLEY, MN

Metropolitan Council Environmental Services, Minneapolis-St. Paul Metropolitan Area

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Large diameter CIPP rehabilitation, MH rehabilitation, high capacity bypass pumping design.

This project includes the design for the largest pipe diameter with CIPP lining ever undertaken by MCES at 96 inches. Complete in 2017, this project included design, bid document preparation, and construction support services for the rehabilitation of portions of four Interceptors. Additional project highlights include:

- Design for the rehabilitation of 6,200 LF of 48-inch to 96-inch pipe.
- Design of 5 complex corrosion resistant structures.
- Manhole rehabilitation design using FRP inserts.
- Design including concrete encased FRPMP structures of various sizes.
- Design for the installation of 160 LF of dual 42-inch forcemain.
- Design for a complex temporary conveyance system to accommodate very high flows of 30,000 gpm daily average and 60,000 gpm daily peak.
- Design for the reconstruction of a baseball field.
- Design for the reconstruction of 2,000 LF of bituminous trail.
- The project location was parallel and perpendicular to two CenterPoint Energy large transmission lines (600 psi). It was designed for the protection of the gas lines included soil stabilization grouting, settlement monitoring, and vibration monitoring.
- Installation included tunneling under the BNSF Railroad.
- Design for several large FRP structures to improve hydraulic conditions and improve accessibility for MCES Operations staff.

INTERCEPTOR 7122 PHALEN REHABILITATION

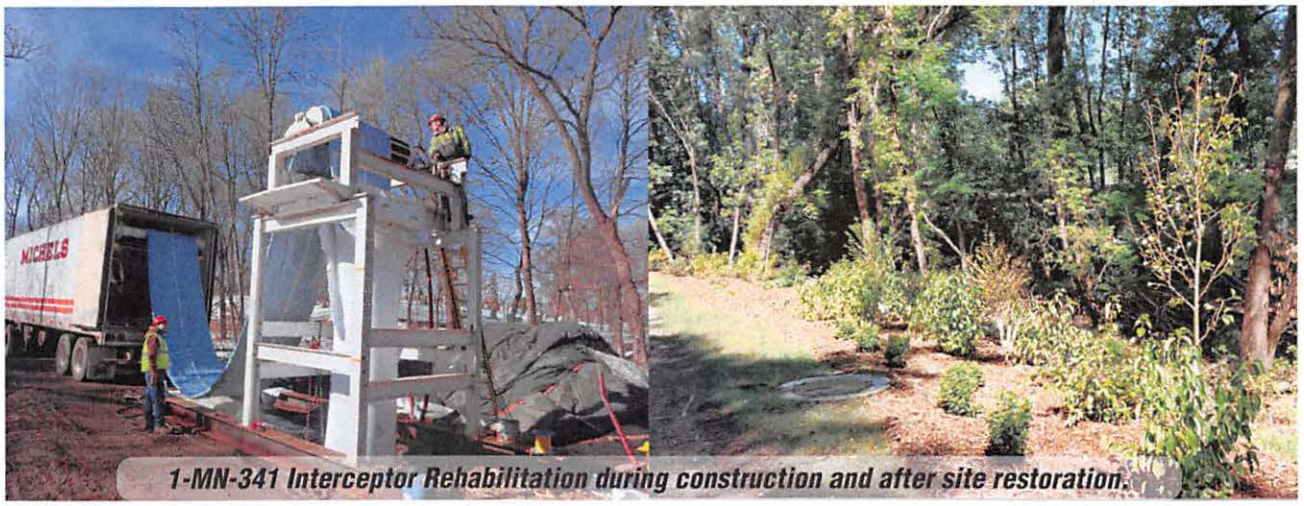
Metropolitan Council Environmental Services, Minneapolis-St. Paul Metropolitan Area

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Large diameter CIPP rehabilitation, MH rehabilitation, high capacity bypass pumping design.

This project included design, bid document preparation, and construction support services for the CIPP lining of existing of 72-inch RCP and the rehabilitation of 19 associated manholes located in City of St. Paul, MN parkways, Lake Phalen Regional Park, and Phalen Golf Course, a City owned public course. Additional project details include:

- Design for the CIPP lining of Design for 8,200 LF of 72-inch RCP
- Design the rehabilitation of 19 manholes with fiberglass inserts and coatings
- Design for the construction of 1 new manhole
- Design of the temporary bypass system required to convey average daily flows of 7,200 gpm
- Design of a subsurface stormwater drain system
- Design for restoration of the Phalen Golf Course
- Coordination with City of St. Paul Parks and private management company at Phalen Golf Course
- Construction inspection services were also provided for this project under a separate MCES contract.



1-MN-341 Interceptor Rehabilitation during construction and after site restoration.

1-MN-341 INTERCEPTOR REHABILITATION

Metropolitan Council Environmental Services, Minneapolis-St. Paul Metropolitan Area

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Large diameter CIPP rehabilitation, MH rehabilitation, utility relays, high capacity bypass pumping design.

This project included design, preparation of bid documents, and construction support services for interceptor sewer reconstruction through a sensitive area (the Roberts Bird Sanctuary) causing opposition from several groups. The project required permitting and coordination with multiple stakeholders including the City of Minneapolis, Minneapolis Park and Recreation Board, Minneapolis Neighborhood Associations, Minnehaha Creek Watershed District, Minnesota Department of Natural Resources, and the US Army Corps of Engineers.

The failing manholes within the Roberts Bird Sanctuary were constructed on the cast-in-place concrete interceptor. These manholes were replaced using polymer mortar structures supported on helical piles. This provided a continuous rehabilitated system after CIPP lining installation. The area's poor soil conditions were cause for concern relative to neighborhood impacts. Foth developed a plan to support the reconstructed pipes and structures on helical piles, minimizing construction vibration and providing long-term stability to the installation.

Foth supported communicating the construction details, work impacts, and restoration improvements. Ongoing communication with Minneapolis Park and Recreation Board and neighborhood associations was essential to the success of this project.

The project included the design for:

- Rehabilitation of 16,000 LF of sanitary sewer ranging from 9-inch to 60-inch diameter.

> ***"In early design, Foth conducted the Lean Project Delivery Process to identify critical milestones, tasks and potential impediments to making this a successful project. As a result the design met the challenges of the neighborhood political issues, geological issues, and utility conflicts....."***
>
> **Rex Huttes,PE, MCES Project Manager on the 1-MN-342 Interceptor Reconstruction**

- Removal and replacement of
  - 2,800 LF of 9-inch VCP gravity sewer line with 12-inch PVC;
  - 600 LF of 6-inch watermain;
  - 1,300 LF of 12-inch to 18-inch RCP storm sewer; and manholes on piling.
- Reconnection of 80 sanitary services.
- Helical piles to prevent pipe sags and manhole settlements.
- Rehabilitation of 700 LF of 33-inch pipe with CIPP.
- Reconnection of 32 water services.
- Replacement of 9,200 square yards of bituminous pavement.
- Sheeted access shafts to allow for the required space for lining and construction of a new accessibility structure at the nonstandard brick manholes built on the 60-inch portion of the interceptor.
- MH rehabilitation.
- Tunneling plan to protect a 42-inch Lockbar water transmission line (owned by the City of Minneapolis), including soil solidification preventing settlement during construction.

TID #5 SANITARY SEWER INTERCEPTOR SYSTEM

Village of Mount Pleasant, Racine County, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Interceptor concept study and design, feasibility and cost evaluations, future capacity planning, permitting.

The State, County and Mt. Pleasant successfully attracted amanufacturer from China to locate a new $10B, 22,000,000 square feet production campus within the Village of Mt. Pleasant. The State, County, and Village are providing infrastructure incentives to facilitate the new development, as well as the 13,000 anticipated new jobs. The Village of Mt. Pleasant has retained Foth to provide all planning, design and construction phase engineering for the new sanitary sewer system that will extend from the shores of Lake Michigan to serve the development and major adjacent areas within the Village, as well as a large portion of the Village of Caledonia along Interstate 94.

The Tax Increment Financing District #5 project includes design and construction services for over 40,000 lineal feet of gravity sanitary sewers ranging from 24 to 60 inches in diameter, over 40,000 lineal feet of 36 inch force main and a 36 MGD lift station (expandable to 75 MGD). Multiple railroad crossings, coordination with WisDOT, and highway permits were required as well as coordination with a team of consultants, private utilities and local, county and state stakeholders.

Unique fast track program/facility planning, permitting and design concepts were developed to enable the project to save over $50M in future infrastructure costs and provide service to over 10 square miles. Foth was initially retained by Racine County and the Village of Mount Pleasant to assist the Racine County Economic Development Corporation in strategy development, site selection and evaluation, preliminary engineering and presentation assistance. Foth was also the engineering representative with the Wisconsin delegation that traveled overseas to successfully bring the project to Wisconsin.

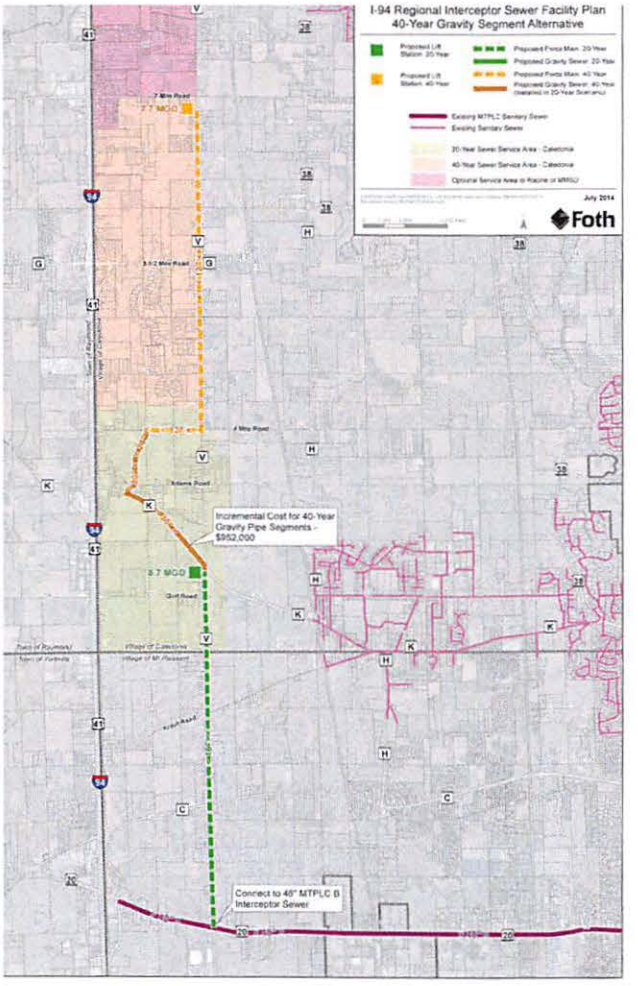
Foth worked with Racine County and both Villages (Mt Pleasant and Caledonia) to identify cost allocation and coordination. The Foth team coordinated and evaluated project delivery in order to facilitate successful project completion, evaluating the prepurchasing of key material items to meet tight construction requirements.

The project required coordination with WDOT, WDOA, Racine and Kenosha Counties, Racine Water and Wastewater Utilities and SEWRPC.

REFERENCE

Tony Beyer, PE, Mt. Pleasant Village Engineer/Sanitary Sewer & Storm Water Utility Manager
8811 Campus Drive
Mt. Pleasant, WI 53406
PH (262) 664-7800
tbeyer@mtpleasantwi.gov

I-94 REGIONAL INTERCEPTOR SEWER AND WATERMAIN EXTENSIONS
Caledonia, Wisconsin



RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Interceptor concept study and design, feasibility and cost evaluations, lift station design, future capacity planning, permitting.

Due to growing commercial interest in the area along the I-94 corridor between Milwaukee and Chicago, the Village of Caledonia recognized the need to extend sewer and water facilities to the Interstate to facilitate quality development in their community. The Caledonia Utility District was tasked with extending both utilities from the current connections approximately 2 miles to the south of its border with the Village of Mount Pleasant. The District hired Foth to develop the facility plan to determine the most cost effective approach to serving the 6 mile I-94 corridor in Caledonia (an area of approximately 8 square miles).

The plan included the extension of 2 miles of 48 inch, 42 inch, and 36 inch diameter gravity sewer, an 8.7 MGD lift station, 2.5 miles of dual 18 inch diameter forcemain, and approximated 5 miles of 20" and 16" forcemain. Foth provided facility planning, design and construction observation services, as well as the technical and cost estimating portion of the Tax Increment Financing (TID) feasibility study.

The study was the precursor to the creation of TID 4, which provided for the financing the $22 million in improvements:

- 8.7 MGD Lift Station
- 11,000 lf of dual force main
- 5,500 lf of 42 inch and 36 inch diameter interceptor sewer
- 5,500 lf of 16 inch diameter water main
- Coordination with multiple municipal jurisdictions

Foth also assisted with the complex inter-municipal agreements with the City of Racine for purchased treatment capacity and the Village of Mount Pleasant for the conveyance capacity for connection to an existing interceptor sewer system.

The project required coordination with the Army Corp of Engineers, Wisconsin Department of Natural Resources, Wisconsin Department of Transportation and Racine County.

"I really enjoy working with Foth. Their energy and enthusiasm and smart approach to projects makes it a pleasure to work with them."

Robert Lui, Manager Caledonia Utility District, Wisconsin

REFERENCE

Caledonia Utility District
Robert Lui, District Manager
333 4 ½ Mile Road, Caledonia, WI 53402
PH (262) 681-3900
blui@caledoniautility.com

CTH K&V SANITARY SYSTEM EXTENSION
Caledonia, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN
Interceptor and forcemain concept study and design, lift station design, future capacity planning, permitting.

REFERENCE
When the Caledonia Utility District in Racine County, Wisconsin decided to create a new TID District and provide service to an unserved area of the Village with huge development potential, Foth was there to help. Foth provided sanitary and water planning, design, and construction services. The result was three projects that showcased Foth's abilities:

- CTH K Interceptor Sewer - 6,000 lf 36 inch and 42 inch diameter interceptor sewer along CTH K to collect and convey wastewater for the developing lands around the I-94 and CTH K corridor.
- K&V Lift Station - 4.5 MGD lift station that is expandable to 8.3 MGD as need dictates. The 40 feet deep reinforced concrete structure was designed to serve the entirety of the I-94 corridor in Caledonia. Foth coordinated and completed site selection, environmental and facility permitting, civil site, structural, and architectural designs, process engineering and construction management and startup.

  Inside of the unassuming aesthetic are pump, hatch, generator room, electrical controls, and mechanical rooms. Each room has been laid out and planned for the addition of respective items needed for the full capacity buildout.

  The finished product has a multi-tone stone facade, landscaping, and a functional pavement area that does not intrude on the surrounding rural landscape.
- CTH V Force Main - Including an 11,000 lineal feet long, 18 inch diameter, dual force main system installed along CTH V to a waiting interceptor in the adjacent community. Alternative force main materials, construction methods, and winter construction were incorporated into the plans and specifications to increase competitiveness in the bids.

HOODS CREEK LIFT STATION AND PIPING
Caledonia, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN
Lift Station and forcemain concept study and design, future capacity planning, permitting.

The Hoods Creek Lift Station had reached the end of its useful life and was unable to safely convey the sewage demands, especialy during peak wet weather storm events.

The recommended alternative was to construct a sewage attenuation basin upstream of the Hoods Creek Lift Station. The attenuation basin was designed to limit the flow rate of wastewater to the lift station such that the capacity of the station would not be exceeded and capacity issues in the downstream sewer would be alleviated. The attenuation basin will receive flow from two major interceptors in the system.

The ultimate 2035 peak flow through the interceptor system is 12 MGD. The Hoods Creek Lift Station ultimate capacity is limited to 5.3 MGD, thus, the peak diversion flow to the attenuation basin is planned at 6.7 MGD. The basin is designed with an ultimate storage capacity of 4.5 MGD. XPSWMM modeling was utilized to simulate the 40 year level of protection storm recommended by the Racine Wastewater Utility.

The project is located within a planned subdivision and the control building was designed as a residence to conform to the subdivision's architectural standards. The basin in completely underground covered by turf grass and conventional landscape features.

REFERENCE
Bob Lui, Village of Caledonia Utility District Manager
333 4 1/2 Mile Road, Racine, WI 53402
(262) 681-3900 | Email: blui@caledoniautility.com

SUPERFUND SITE
Ashland, Wisconsin

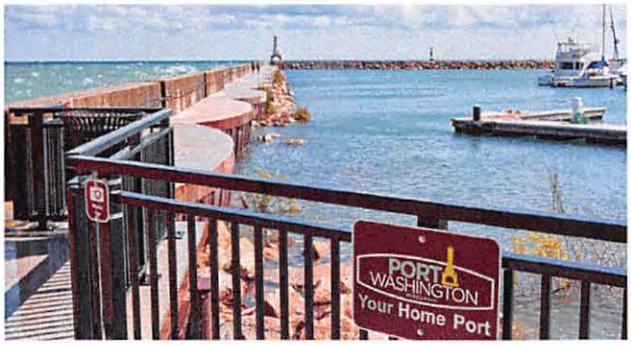
RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN
Shoreline wave and ice protection, structural analysis and design, special permitting.

Design-build contract to design and install a 1,400 foot-long shoreline bulkhead wall along Chequamegon Bay, Lake Superior near Ashland, Wisconsin. The wall was designed and constructed of sealed interlocking hot-rolled steel sheet pile driven into the underlining sediment along with a tieback anchoring system. The system was designed to withstand ice heave and shoving as well as rotational forces caused by unsupported excavation of sediment on the lakeside. The pile was coated with epoxy to protect the steel from corrosion common along the south and west shoreline of Lake Superior.

Foth provided the geotechnical evaluation, structural modeling and failure analysis, and permitting. Foth also provided construction-related services as part of a Joint Venture including construction quality assurance.

Foth was also retained by Xcel Energy to design and build a breakwater to provide wave sheltering in order to carry out dredging of contaminated sediments in Chequamegon Bay, Lake Superior.

Foth provided the geotechnical evaluation, design and permitting services for the construction of the 840 foot-long breakwater which involved placing 56,000 tons of stone. Extensive coordination was required between Foth and WDNR, USEPA, USACE, USCG, and the City of Ashland. Foth worked closely with the City to plan trucking haul routes and noise mitigation in order to maintain the 24-hour construction schedule. Through Foth's construction management of this expedited project, the client saved $1.1M.



BREAKWATER
Port Washington, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN
Shoreline design, state and federal grants, special permitting.

This project involved the design of improvements to the seawall attached to the north breakwater. The nearshore seawall was widened to create an ADA accessible fishing/viewing platform, which will improve the shoreline, and provide tourism, recreational, and educational opportunities.

The seawall, breakwater and the art deco lighthouse, located on the end cap, are major tourist attractions and central to the City's identity. The existing vegetated and rubble-filled disturbed parcel will be revegetated with native habitat communities to provide improved wetland habitat. A stormwater wetland/forebay will filter runoff from adjacent parking lots, streets, and developed properties. A multi-use path will extend the existing harbor walk to connect with the County's Inter-Urban Trail. Educational elements will be incorporated into the gateway project, describing wetland benefits, critical species, and provide information about nearby nature areas and restoration projects.

To help fund this project, our team was instrumental in securing over $4 million from various federal and state grants. We worked closely with WDNR and USACE to obtain the necessary permits for the project. The Gateway Project provides increased recreational access to the seawall area, including fishing, birdwatching and non-motorized boat access. The project also serves as a stormwater filter from runoff originating from the nearby parking lot.

DOCKWALL REHABILITATION

Kewaunee, Wisconsin

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Shoreline rehabilitation, structural analysis and design, special permitting

The aging Kewaunee Harbor dockwall was deemed too hazardous for public use when sink holes started to form behind the dockwall and the concrete cap was crumbling into the harbor channel.

With funding from Wisconsin's Harbor Assistance Program (HAP), the City of Kewaunee hired Foth to design a new dockwall that would replace 720 feet of city-owned dockwall. The new design uses high grade steel with a tie-back anchor system to combat the poor quality soils present throughout the site. The straight alignments of the wall will enable charter fishing and recreational boats to dock, allowing direct access to businesses along the waterfront and within Kewaunee's downtown.

To further enhance Kewaunee's waterfront and create a destination for locals and visitors, the Harbor Park adjacent to the new dockwall also received site improvements. A new central plaza space serves as the gateway to a riverfront walkway which extends the length of the new wall and connects to the concrete pier leading to Kewaunee's historic lighthouse. The height of the dockwall was lowered in some locations using a natural stone stepped slope to allow for public access to the water. New pathways are lit by low level lighting to enable park use in the evening. Fishing stations with ADA access along the dockwall walkway further foster Kewaunee's active fishing community.

The design brings together many users in a harmonious way and helps the City's ongoing effort to revitalize Kewaunee's downtown.

SEAWALL AND STONE REVETMENT

Town of Scituate, Massachusets

RELEVANCE TO THE NEEDS OF THE CITY OF SHEBOYGAN

Shoreline rehabilitation, structural analysis and design, special permitting

Foth was selected by the Town of Scituate, MA to perform an engineering evaluation, topographic survey, subsurface investigations, engineering design, environmental permitting, preparation of bid documents, contractor bidding services, and construction management for the replacement of approximately 2,000 linear feet of existing concrete seawall and stone revetment along Oceanside Drive in Scituate, MA.

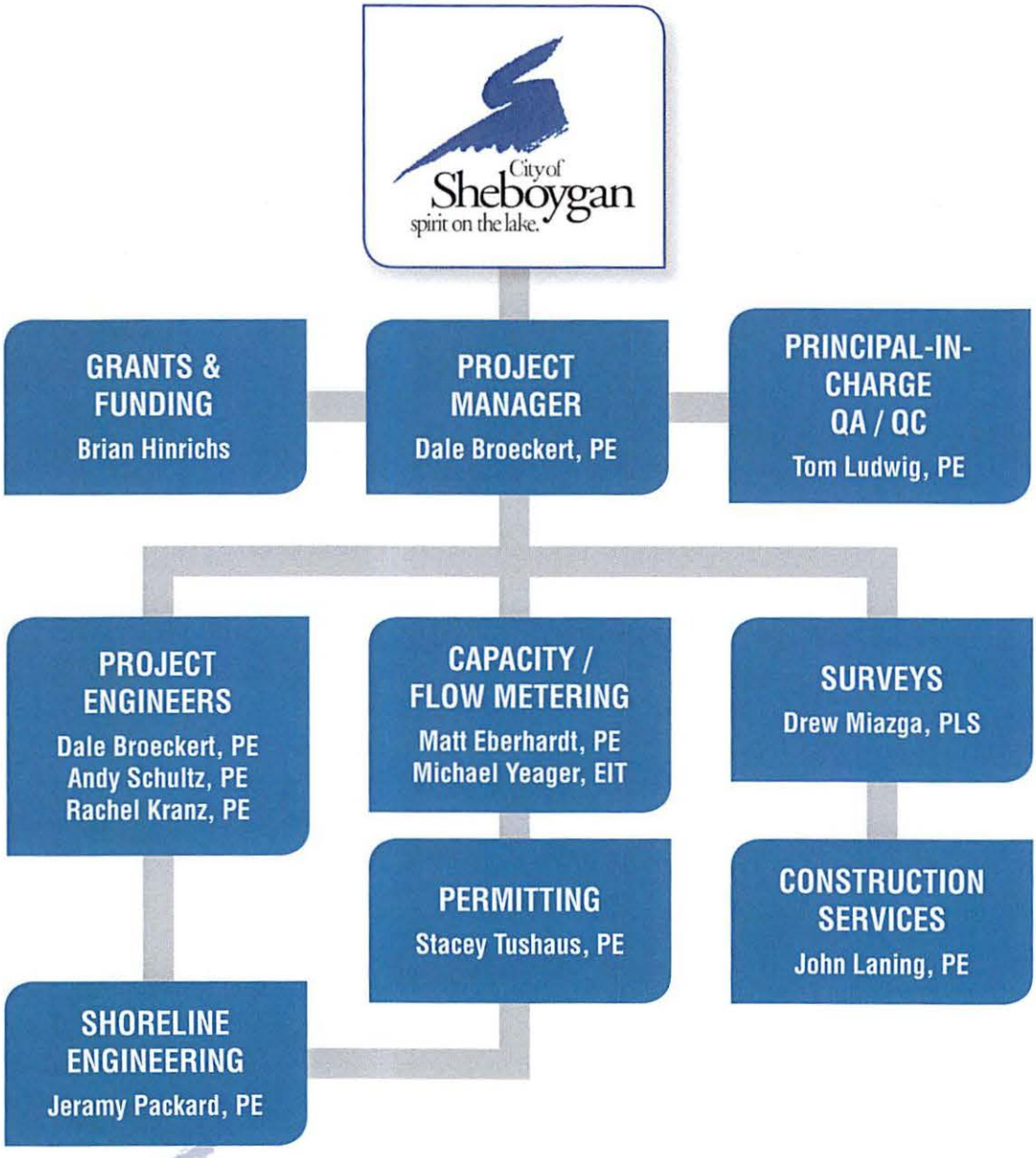
The replacement seawall consisted of a steel reinforced, cantilever concrete structure, approximately 18 feet high, and included a shear key along the base of the footing for increased stability during coastal storm events. The new seawall section was raised approximately two feet to enhance coastal resiliency against storm and wave action and account for future sea level rise. Weep holes were installed to alleviate water pressure behind the new wall section, and 10-ton revetment stone was designed and placed in front of the wall to protect the structure from scour.

Foth also provided construction services which included review/recommendations of contractor submittals and shop drawings, and coordination/clarification of contractor requests for information. This project was successfully completed on-time and within budget despite the added challenge of being in close proximity to existing homes.

4 Project Team

4

TEAM ORGANIZATION



EDUCATION
BS Civil and Environmental Engineering, University of Wisconsin-Madison

REGISTRATION
Wisconsin PE

RELEVANT SKILLS
Pump & Hydraulic Specialist
Post-NASSCO Certified Trainer
CIPP Install & Spot Repair
Utility Design
Project Management
Client Relations

Dale Broeckert, PE

Project Manager, Lead Project Engineer

Dale has over fifteen years of experience in the areas of civil engineering, construction estimating/management, CIPP installation and spot repairs, water system design, engineered water & wastewater pump and control systems.

Over the past several years Dale has served as a sales engineer working directly with various consulting engineers and system owners/operators throughout Wisconsin. His focus was on water & wastewater pump and control/SCADA systems with duties including detailed review and design assistance, system troubleshooting, product solutions & recommendations, specification & drawing review, cost proposals, bidding, project management and system startup/training. Dale has created a strong network throughout Wisconsin's water & wastewater industry through his past sales engineering position. Dale was a Foth member from 2007-2011, and returned in 2019.

- River Bend Lift Station, Village of Caledonia, Wisconsin. Project manager, designer, pump system equipment and hydraulic specialist for capacity improvements to the River Bend Lift Station. The project involves doubling the existing station capacity from approximately 9 MGD to 19 MGD. Improvements include adding a new parallel force main, replacement of existing pumping & control equipment and providing an automated emergency by-pass system.
- Dominican Lift Station Facilities Plan, Village of Caledonia, Wisconsin. Project manager, designer, pump system equipment and hydraulic specialist for the Dominican Lift Station Facilities Plan. The project involves increasing the existing lift station capacity to handle the future flows from a developing TID. The Facility Plan involves determining the future needs and evaluating the most cost effective options/alternatives for the list station improvements.
- TID 5 Attenuation Basin Facilities Plan, Village of Caledonia, Wisconsin. Project manager, designer, pump system equipment and hydraulic specialist for the TID 5 Attenuation Basin Facilities Plan. The project involves adding an attenuation basin to handle the future flows from a developing TID. The Facility Plan involves determining the future needs and evaluating the most cost effective options/alternatives for the station.
- Brazeau Sanitary District No. 1 - Lift Station Evaluations & Rehabilitation, White Potato Lake, Wisconsin. Pump system equipment & hydraulic specialist, equipment project manager and estimator for the rehabilitation of six (6) dry pit/wet well sewage lift stations. A pump system evaluation was performed at each station to determine the capacity shortfalls, reasons for pump ragging/plugging issues and the control improvements required. The outcome of the project provided the District with significant cost savings by rehabilitating the existing lift stations to like-new condition, increasing capacity, meeting current electrical codes and eliminating the pump clogging/ragging problems in the stations. (for others)
- Ross Avenue and Mesker/Colleen Lift Station Replacements, Weston, Wisconsin. Pump system equipment & hydraulic specialist, equipment project manager and estimator for the replacement of two (2) submersible sewage lift stations. Pump selections were performed at each station to optimize the stations' performance and minimize clogging/ragging. Premium efficient pumps with vortex impeller designs and new VFD control systems were installed at each station. (for others)
- Working for a Contractor: Various CIPP installations and spot repairs throughout Wisconsin and Minnesota. Project manager, estimator, and QA/QC specialist. Oversaw thousands of linear feet of pre/post televising, liner curing process, liner testing, re-opening laterals, and final cleanup and closeout.

EDUCATION
BS Civil Engineering
University of
Wisconsin-Milwaukee

REGISTRATION
Wisconsin PE

RELEVANT SKILLS
Feasibility Studies
Cost Evaluations
Utility Design
Project Management

Tom Ludwig, PE

Principal-in-Charge, Quality Assurance / Quality Control

Tom is Foth's principle-in-charge for civil engineering and municipal planning services. He has over 32 years of civil engineering experience in all facets of municipal, sanitary, road, bridge, stormwater management, and water distribution engineering. He has managed projects from inception through budgeting, facility planning, design, and the eventual construction management phase, gaining comprehensive knowledge of local municipal government in the process. This invaluable experience enables him to assist municipalities and utilities with any of their engineering project needs. Tom is responsible for overall client services, resources and quality control and is the State Operations Director for Foth's three Wisconsin offices and manages Foth's sanitary sewer and water main utility projects consisting of facility planning, sewer and water main master planning and modeling, design, special assessments, and construction management.

- Michigan Boulevard Relining Project, Caledonia Utility District, City of Racine, Racine County, Wisconsin. Principle-in-Charge for a forcemain pipe located on the top of a sandy bluff along Lake Michigan, within the City of Racine, and owned by the Caledonia Utility District. The forcemain was televised and found to have substantial corrosion and collapsed portions due to the buildup of hydrogen sulfide gas in portions of the pipe which are actually gravity sewer. The project involved researching potential repairs to the pipe and coordinating with various City of Racine departments for approvals. The project resulted in a structural relining of the pipe and the televising of the rest of the two miles of sewer pipe to determine possible further damage.

- TID #5 Sanitary Sewer Improvements, Village of Mount Pleasant, Racine County, Wisconsin. Principal in charge for water and sewer infrastructure extension planning, cost estimates, design, and construction phase engineering for a new sanitary sewer system extending over 16 miles from Lake Michigan. The extension will serve Foxconn and the I-94 corridor in both Mount Pleasant and Caledonia. Tom was involved in the initial development planning efforts to attract the manufacturer to Racine County, working with the Racine County Economic Development Corporation (RCEDC) to assist the Village, County, and State of Wisconsin. The successful, multi-agency effort attracted the Foxconn campus within the Village of Mount Pleasant.

- I-94 Sanitary Sewer Interceptor Facility Planning Report, Design, and Construction, Caledonia Utility District, Racine County, Wisconsin. Principal in charge responsible for the team developing a facility plan to determine the most cost effective approach to extending sewer service to the 6 mile I-94 corridor in Caledonia. The plan included the extension of two miles of 48 inch, 42 inch, and 36 inch diameter gravity sewer, an 8.7 MGD lift station, and 2.5 miles of dual 18 inch forcemain, as well as preparing the engineering report for submittal to the DNR for review and approval. In response to growing interest in developing the I-94 corridor between Milwaukee and Chicago, the Village of Caledonia recognized the need to extend utilities to the interstate to attract highly beneficial land uses to their growing community and was tasked with extending both utilities from the previous termination points to approximately 2 miles to the south of its border with the Village of Mount Pleasant. Tom was an integral part of the negotiation team for the inter-municipal agreements with Racine and Mount Pleasant.

- Hoods Creek Lift Station, Caledonia Sewer Utility District No. 1, Village of Caledonia, Wisconsin. Project manager for the design of a pre-fabricated, high-capacity lift station. The lift station is among the largest below grade steel lift stations ever built in Wisconsin - approximately 38 feet long, 14 feet wide, and 14 feet high and weighing roughly 54 tons. The station can convey a peak sewage flow of 3,000 gallons per minute (gpm) and will eventually handle 7,200 gpm with a 50-year capacity. The underground structure resulted in a significant time savings of 4-5 months and cost savings of 25-50% less than an above ground structure. The total cost of the project was $1.5 million.

EDUCATION
BS Civil Engineering
BS Environmental Engineering, University of Wisconsin-Platteville

REGISTRATION
Wisconsin PE

RELEVANT SKILLS
Utility Design
Utility Construction
Contractor Coordination
Cost Estimating
Constructibility
Project Management

Andy Schultz, PE
Project Engineer

Andy specializes in municipal engineering services including project management and construction administration and management. His experience includes water and sewer utility modeling, planning, design and construction, as well as roadway design. He has an extensive background serving in the public sector which has gained him a strong understanding of budgetary challenges and responsibilities, as well as public coordination and communications. His work in construction has included contract compliance, dispute resolution, and constructability review.

- TID #4 Utility Extensions, Caledonia Water Utility District, Caledonia, Wisconsin. Project manager for the design and construction of a 4.5 MGD Lift Station, 11,000 lineal feet of dual force main, 5,500 lineal feet of 42 inch and 36 inch diameter interceptor sewer, and 5,500 lineal feet of 16 inch diameter water main. The project also included extensive coordination with multiple municipal jurisdictions, three different general contractors, and environmental regulators.
- TID #5 Sanitary Sewer Improvements, Village of Mt. Pleasant, Wisconsin. Project engineer for planning and coordination for over 40,000 lineal feet of gravity sewers ranging from 24-54 inches in diameter, over 40,000 lineal feet of twin 24 inch diameter forcemains, and a 36 MGD lift station.
- CTH K&V, Village of Caledonia, Wisconsin. Project manager for the design of interceptor sewers and force main, as well as construction manager for all aspects of the extension of services to an unserved area of the village. The project included 6,000 linear feet of 36 inch and 42 inch interceptor along CTH K, 11,000 linear feet of 18 inch diameter dual force mains, and 4.5 MGD, 40 feet deep lift station.
- Hoods Creek Attenuation Basin, Caledonia Utility District, Caledonia, Wisconsin. Construction manager for the construction of a 1.5 million gallon, underground, reinforced concrete sewage attenuation basin, and a 4.5 MGD lift station designed with aesthetic treatments. The project includes the construction of four underground reinforced concrete structures, extensive site work, and regulatory coordination.
- Foxconn Development, Racine County, Wisconsin. Responsible for sewer planning and estimating on behalf of the team assembled by RCEDC to lure the manufacturer to Wisconsin. Performed many iterations of proposed service areas, densities, and contributing flows to preliminarily size gravity mains, lift stations, and force mains to serve the development area.
- Beaver Dam Site, Alliant Energy, Wisconsin. Responsible for sanitary sewer and water infrastructure planning for the 500 acre Certified Development site. Provided proposed corridors, quantities, and estimates to the client in order for them to analyze site feasibility.
- Ivy & West Johnson Area Water Relay and Sanitary Rehabilitation, Caledonia Utility District, Caledonia, Wisconsin. Project manager for the 2,800 LF of water main relay and 9,200 LF of sanitary sewer rehabilitation project. The project design was coordinated with two different Utility Districts to maximize bidding efficiency and to drive market competitiveness.
- Kremer Area Sewer and Water, Caledonia Utility District, Caledonia, Wisconsin. Construction manager for the utility and roadway reconstruction project which relayed 6,200 LF of sanitary sewer, 7,000 LF of water main, 7,100 LF or urban roadway construction, and 22,000 LF of sanitary sewer rehabilitation with CIPP and associated manhole rehabilitation.

EDUCATION
BS Civil Engineering,
Iowa State University

REGISTRATION
Minnesota PE
Wisconsin PE

RELEVANT SKILLS
CIPP Specialist
CIPP Installation
NASSCO Certified
Utility Design

Rachel Kranz, PE
Project Engineer

Rachel is an experienced design team member responsible for the planning, design and construction support of interceptor sewers, meter stations and lifts stations, in addition to municipal sanitary sewer systems. Rachel has coordinated and assisted confined space entry for structure and pipe condition assessments as part of preliminary design efforts. She has been responsible for pipeline condition assessment reports utilizing her NASSCO Pipeline Assessment Certification Program (PACP) certification. Her experience includes the design of cured-in-place lining for pipes ranging in size from 6-inches to 72-inches in diameter.

- Interceptor 7122 Phalen Rehabilitation, St. Paul, Minnesota, Metropolitan Council Environmental Services.Lead engineer. The project involved design, bidding document preparation, and construction support services for the rehabilitation of 8,200 LF of 72-inch with CIPP, rehabilitation of 19 MHs, and coordination with City of St. Paul and Ramsey County.

- 1-MN-341 Interceptor Rehabilitation, Minneapolis, Minnesota, Metropolitan Council Environmental Services. Lead project engineer for plans and specifications to rehabilitate 16,000 lineal feet of sanitary sewer varying in size from 33 inch to 60 inch diameter and MH rehabilitation. The project involved multiple agencies and stakeholders in the City of Minneapolis with work around sensitive park areas that require special design considerations as well as coordination with Minnehaha Creek Watershed District, MnDNR, and the Army Corps of Engineers. The project included 6,800 lineal feet of 33 inch and 39 inch diameter CIPP lining, 3,600 lineal feet of 60 inch diameter CIPP Lining and rehabilitation of 54 MHs by coating and removal/replacement.

- North Area Interceptor Rehabilitation, Phase 5, Blaine, Mounds View, and Fridley, Minnesota, Metropolitan Council Environmental Services. Rachel was the lead project engineer for plans and specifications for the rehabilitation of three non-contiguous areas of Interceptor 4-NS-523in the norther Twin Cities metropolitan area. The total interceptor rehabilitation length was approximately 8,338 lf of 30-inch to 66-inch pipe and included CIPP lining 7,500 feet of pipe varying from 36-inch to 66-inch diameters, sliplining 3,100 feet of 60-inch and 66-inch sanitary sewer, rehabilitation of 28 manhole structures, reconstruction of 250 feet of 30-inch sanitary sewer, rehabilitation of four flow meter structures and cleaning and televising 1,600 feet of 24-inch forcemain. Pipe rehabilitation methods evaluated for capacity impacts included both cured-in-place-pipe lining and slip lining. Manhole rehabilitation methods included FRP inserts, replacement polymer MHs, and MH reconstruction. Special site conditions included high groundwater, coordination with Minnesota Commercial Railway, and contaminated soils and groundwater. Coordination was also required with the Cities of Blaine, Circle Pines, Shoreview, Mounds View, and Fridley; Anoka and Ramsey Counties; Rice Creek Watershed District, and MnDOT.

- Golden Valley Interceptor Rehabilitation, Golden Valley, Minnesota, Metropolitan Council Environmental Services. Project manager and lead engineer for the rehabilitation of a sewer interceptor at three locations (due to corrosion and sags) within Golden Valley. The rehabilitation methods include a combination of CIPP lining, removal and replacement on helical piling, and tunneling. The total pipe length was over 2,050 lf of 24-inch to 36-inch pipe including 16 rehabilitated, reconstructed, or new manhole structures. Capacity analysis was a key component in selecting rehabilitation methods ensuring minimal or no loss of capacity to the owner. Coordination was required with Hennepin County, MnDOT, Bassett Creek Watershed Management Commission, and private commercial property owners.

- North Area Phase 10 Interceptor Rehabilitation, Hugo and White Bear Township, Minnesota, Metropolitan Council Environmental Services. Project engineer for the rehabilitation of 3,520 lf of 36-inch to 42-inch pipe, including 14 manhole structures. The pipe rehabilitation considerations included pipe condition assessment and cured-in-place-pipe lining design.

EDUCATION
BS Civil Engineering
University of Wisconsin-Madison

REGISTRATION
Wisconsin PE

RELEVANT SKILLS
Permitting
Agency Coordination

Stacey Tushaus, PE
Permitting

Stacey is a civil and environmental engineer with over 25 years of diverse engineering, permitting and management experience. Stacey has served as a project engineer for stormwater, sanitary sewer, water main, and landfill projects. Her stormwater management experience includes site drainage, erosion control, floodplain studies, MS4 permitting and grants for Phase II communities, and stormwater utilities. She has proven expertise in navigating the fluid complexities of regulatory permitting, understanding the importance of timing and how it affects the project schedule. Stacey brings excellent communication skills to all projects she undertakes, and she enjoys helping build strong relationships between communities and local and state regulators.

- Ongoing Environmental Compliance Services, Wisconsin. These projects involve ongoing coordination with local, state and federal agencies to obtain necessary storm water, construction, sewer/water extension, and wetland/waterway permitting or exemptions. Agencies include Wisconsin Department of Natural Resources, Wisconsin Department of Energy, State Historic Preservation Office, US Fish & Wildlife Service, and US Army Corps of Engineers.
  - Village of Mount Pleasant – TID5 Intercepter Sewer System, a multi-phased project to provide services to Foxconn and surrounding area
  - Caledonia Utility District - TID4 Sewer and Water, a multi-phased project to extend services to the I-94 Corridor
  - City of Oak Creek – 2018 Oak Creek I94 Utility Crossings
  - Caledonia Utility District – Riverbend Lift Station Safety Site
  - Caledonia Utility District – STH 32 Stream Restoration
  - Alliant Energy Corporate Services – Beaver Dam Business Park
  - Village of Caledonia Storm Water Utility District – Wind Dale and Wind Point West Storm Water Utility Improvements
- Recent Environmental Compliance Services, Wisconsin.
  - Village of Mount Pleasant – Project Flying Eagles (Foxconn) Environmental Services
  - Racine County – CTH K & V Roundabout
  - City of Oak Creek – I94 Ryan Road Water Main Replacement
  - Caledonia Utility District - TID #3 Industrial Park Water Main
  - Caledonia Utility District – Caddy Vista and Jellystone Park Utility Improvements
  - Caledonia Utility District – STH 38 Water Main
  - Caledonia Utility District - Hoods Creek Sewage Attenuation Basin
  - Caledonia Utility District – Ivy Lane Water Main
  - Caledonia Utility District – Wind Point Sewer Rehabilitation
  - Caledonia Utility District – Caddy Lane Water Main
  - Caledonia Utility District – DeBack Industrial Park
  - Caledonia Utility District - Kremer Area Road & Utility Reconstruction
  - City of Sturgeon Bay - Bradley Lake Wetland Forebay Project
  - Caledonia Utility District – Goley's Lane Sanitary Sewer
  - Caledonia Utility District – Birch Creek Lane Sanitary Sewer
  - Caledonia Utility District – STH 31 Water Main
  - Brown County Port & Solid Waste Department - Cat Island Chain Wave Barrier Construction

Matt Eberhardt, PE
Modeling

Relevant Expertise: Type it

MS Environmental Engineering, University of California, Berkley
BS Civil Engineering - Environmental Option, University of Wisconsin-Madison

Wisconsin PE, Iowa PE

Matt is a civil and environmental engineer with over 17 years of engineering consulting experience. He is versed in all facets of wastewater including capacity planning, gravity and forcemain design and modeling, forcemain hammer analysis, lift station design, odor control, treatment, cost estimating, bidding practices, and operations and maintenance. This all-inclusive wastewater system knowledge provides our team and our clients with solutions to any of their wastewater needs.

- Wastewater Lift Station, Caledonia Utility District, Wisconsin. Project engineer for lift station design, including design of the pumping system. Project included evaluating pipe sizes for a multi-pipe force main, the use of motor-operated valves for automatic backup, calculation of energy savings from the use of VFDs, and facilitating phasing over a 40 year period. The ultimate design flow for this lift station is 16.1 MGD.
- Wastewater Lift Station, Mount Pleasant, Wisconsin. Project engineer for lift station design including the unique self-cleaning trench wet well and pumping system. This project included evaluating pipe sizes and combinations for a multi-pipe force main, forcemain hammer analysis, wet well scaled model and testing, and facilitating phasing. The initial design flow is 40 MGD and ultimate design flow is 75 MGD.
- Sewage Attenuation Basin, Caledonia Utility District, Wisconsin. Project engineer for Hoods Creek sewage attenuation basin design including process design of sewer interceptor diversion structures, influent/effluent pumping station, attenuation basin, and odor control system. This project utilized the GNA Hydroself basin flushing system. The design capacity for this facility is 1.5 MG with a build-out capacity of 4.5 MG.
- Sanitary Sewer Evaluation Study, City of Edgerton, Wisconsin. Project engineer for the sanitary sewer evaluation study including installation of flow meters, flow data collection, data analysis, development of recommended infiltration and inflow mitigation actions, and composition of the final report.
- 50 Year Master Plan, Madison Metropolitan Sewerage District, Wisconsin. Project engineer for development of 50 year district wastewater master plan. Duties included analysis of sewage conveyance system, on-site inspection of district-owned pumping stations, and development of conveyance system technical report.

Michael Yeager, EIT
Staff Engineer

Relevant Expertise: Flow Metering

BS Civil Engineering
University of Wisconsin-Milwaukee
BS Geology/Geophysics
University of Wisconsin-Madison

Wisconsin EIT

Mike has been a civil engineer intern with Foth since June of 2017 and is a recent University of Wisconsin-Milwaukee graduate, earning his B.S. in Civil Engineering in May 2019. Mike has broadened his municipal engineering experience by assisting in projects from design through construction. He has civil design experience for sanitary sewer, water main and roadway projects, has generated construction quantities and specifications for the bidding process, and has performed construction inspections and staking for various municipal projects. He has also conducted flow monitoring and modeling on existing systems to analyze capacity needs.

- Chicory Rd Area Sanitary Sewer Eval, Village of Mount Pleasant, Wisconsin. Determined logistics of installation of sanitary sewer meter installation and data collection. Analyzed sanitary flow data to identify potential excessive infiltration and inflow (I/I) with large rain events. The Village of Mount Pleasant has an area of 9 basins within its limits that have been experiencing high sanitary flows and wanted to determine a scope of possible excessive infiltration.
- Sheboygan Flow Monitoring, City of Sheboygan, Wisconsin. Developed a Health and Safety Plan for confined space entry for meter installation. Monitored and collected data from sanitary flow meters to be analyzed.
- Sewer Capacity Modeling, Village of Caledonia, Wisconsin. Modeled entire sanitary sewer system in Civil 3D within the Village of Caledonia to determine the capacity of specific basins. Information from modeling was used to calculate capacity of new construction within the area.
- TID #4 DeBack Sewer & Water Improvements, Village of Caledonia, Wisconsin. Developed revised plot files, traffic control plans, and sized storm sewer pipes. Metered hydrant flows to determine if current system meets sprinkler system demands.
- TID #5 CTH KR & CTH H Sewer (GS-2), Village of Mount Pleasant, Wisconsin. Determined sanitary boring locations and sanitary manhole sizes. Developed details for sanitary manholes, sanitary sewer installation, erosion control, and construction. Refined locations of soil borings to analyze subsurface.

John Laning, PE
Construction Period Services

Relevant Expertise: Construction Administration, Inspection, and Oversight

BS Civil Engineering, University of Wisconsin-Milwaukee

Wisconsin PE

Mr. Laning has over 20 years of construction management experience, including transportation, municipal, utility, and site development projects. His experience includes supervision of construction inspection and survey crews, infrastructure management systems, and public and agency coordination with regard to construction efforts.

- TID #4 DeBack Phase 3 Sewer, Water, and Site Improvements, Caledonia Utility District, Wisconsin. Construction administration including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling and oversight, and constructability review for construction of a sanitary lift station, force main and water main in an area containing wetlands.
- TID 5 CTH KR & CTH H Sewer, Village of Mount Pleasant, Wisconsin. Construction administration including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling and oversight for the installation of deep sanitary interceptor sewer pipeline to service the FoxConn Development.
- STH 32 Road Reconstruction Utility Planning, Caledonia Utility District, Caledonia, Wisconsin. Construction administration and inspection including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling and oversight.
- International Drive Sewer Extension, Village of Mount Pleasant, Wisconsin. Construction administration including hosting of preconstruction conferences, material submittals and approvals, construction project staffing, scheduling, oversight, and constructability review for installation of a sanitary sewer in the right-of-way prior to the commencement of WisDOT project road work within the same corridor.

Drew Miazga, PLS
Surveys

Areas of Expertise: 3D Laser Scanning, sUAS, ALTA/ACSM

AAS Land Surveying Technician, Nicolet Area Technical College

Wisconsin PLS

Drew is Professional Land Surveyor with experience in all aspects of land surveying, utilizing the latest in technology to ensure accuracy and efficiency for every project.

- Lead Surveyor for:
  - Riverbend Lift Station Safety Site, Village of Caledonia Utilities, Wisconsin
  - CTH V and K Roundabout Design, Racine County, Wisconsin
  - STH 32 Road Reconstruction Utility Planning, Village of Caledonia Utilities, Wisconsin
  - Jellystone Park Public Sewer and Water, Village of Caledonia Utilities, Wisconsin
  - Caddy Lane Water Main, Village of Caledonia, Wisconsin
  - Sewer and Water Mapping, Village of Caledonia, Wisconsin
  - Wind Point Sewer Rehab, Village of Caledonia Utilities, Wisconsin
  - Wind Dale Storm Drainage Improvements, Village of Caledonia Utilities, Wisconsin
  - Wind Point West Improvements, Village of Caledonia Utilities, Wisconsin
  - Storm Sewer GPS Locates, Village of Caledonia Utilities, Wisconsin
  - TID 5 CTH H to Pike River Sewer, CTH KR & STH 32 Force Main, STH 11 to Braun Road Sewer, CTH KR & CTH H Sewer, Village of Mount Pleasant, Wisconsin
  - TID 4 DeBack Sewer and Water Improvements, Village of Caledonia Utilities, Wisconsin
  - Caddy Vista Utility Improvements, Village of Caledonia Utilities, Wisconsin
  - International Drive Sewer Extension South, Village of Mount Pleasant, Wisconsin

Jeramy Packard, PE
Coastal Infrastructure

Relevant Expertise: Coastal infrastructure design | Permitting

BS Civil Engineering, University of Massachusets

Massachusets PE

Jeramy has 10 years of experience in civil engineering, including land surveying, roadway design, coastal infrastructure design, and environmental permitting. He has managed the design, permitting, and construction management of a variety of projects including seawall reconstruction and rehabilitation, shared-use paths, piers, docks, and revetments. His responsibilities include managing projects from the conceptual level through final design and construction, preparation and submittal of permit application, and development of construction level bid documents.

- Scituate Department of Public Works - 138 Edward Foster Road Seawall Replacement – Scituate, MA. Responsible for contract document preparation including design plans, cost estimates, and project specifications for the replacement of 185' of concrete seawall and stone revetment along the shoreline of Scituate, MA. Worked closely with the local conservation commission, Town DPW, and abutting homeowners to achieve successful project closeout.
- Scituate Department of Public Works – Oceanside 4th-6th & 7th-10th Seawall Replacement – Scituate, MA. Responsible for contract document preparation including design plans, cost estimates, and project specifications for the replacement of 1200' of concrete seawall and stone revetment along the shoreline of Scituate, MA. Provided bid canvas and construction administration services including submittal review and construction inspections and administration. Worked closely with the local conservation commission, Town DPW, and abutting homeowners throughout
all project phases.
- Various Clients – Floodplain Services – Massachusetts: Provided floodplain services for various coastal clients throughout Massachusetts. Services include survey, analysis, and application preparation required for elevation certificates, LOMR's and LOMA's.

Brian Hinrichs, PSS
Grants and Funding

Relevant Expertise: Shoreline Grants and Funding Acquisition and Management

BS Soil Science (Natural Resouces), University of Wisconsin-Madison

Wisconsin Professional Soils Scientist

Mr. Hinrichs is a client team leader and lead environmental scientist with 30 years of experience in developing, funding and executing sediment management and coastal infrastructure projects. He is a senior member of the American Association of Port Authorities (AAPA) Harbor and Navigation and Energy and Environment Technical Advisory Committees, a member of the Menomonie River Area of Concern (AOC) Technical Advisory Committee, and a founding member of the Governor appointed Wisconsin Brownfield Study Group. His current focus is on developing beneficial reuse methodologies for sediments dredged or captured from estuaries of Lakes Superior, Erie and Michigan.

Mr. Hinrichs is an experienced grant and funding manager, adept at dentifying and developing funding portfolios for water resource projects throughout the United States. Secured over $100,000,000 in grant funds for water resource projects in the last 10 years.

- Breakwater Improvement Project, City of Port Washington, Wisconsin. Client Team Leader/Regulatory Liaison for breakwater improvement project that includes pedestrian access along the breakwater and public features such as small craft launch and fishing platforms.
- Racine County Dredging/Public Access Projects. Client Team Leader/Funding Manager/Regulatory Liaison, multiple projects in the Racine Harbor. This project provided a Great lakes first by dredging the public launch basin and beneficially using the dredged material to fill an underutilized marina on the Root River. The Root River site is being advanced by the County for redevelopment. In addition to the dredging projects I directed efforts and funding for the demolition and replacement of an existing boat ramp in "the wet" with a precast concrete plank system. Project featured significant design and construction challenges due to the in-water depths at which the planks were installed and tight schedule constraints. Project was successfully completed on time and within budget.

5 About Foth

5

5 About Foth

WE STRIVE TO EARN YOUR TRUST.

Earning trust is the first step in turning a relationship into a partnership. At Foth, we do more than create cost-effective solutions for infrastructure challenges—we foster relationships by delving deeply into all aspects of every project so we can help our clients succeed. We keep your goals in sight and your best interests at heart.

Foth focuses on earning trust by delivering personalized, client-centered service on every project. Our clients continuously choose us because they know we create more than solutions; we create trust.

Foth was founded in Green Bay, Wisconsin, in 1938. We offer a tradition of high-level engineering services and intelligent solutions to government, industrial, and commercial clients. Since the day the doors opened, we have set out to separate ourselves by providing client-centered, values-based service to each and every one of our clients.

Our philosophy and product delivery system has led us to consistently rank among the nation's top engineering consulting firms. More than 85 percent of our business comes from repeat clients. We have offices throughout the United States, strategically located to allow us to serve our partners in a timely, consistent, and cost-effective manner.

We pride ourselves on continuously improving our product and ourselves, adding value to our clients and our communities. Our members consistently apply Foth principles as the foundation of our product delivery; whether it be consulting or developing infrastructure, environmental, or industrial solutions.

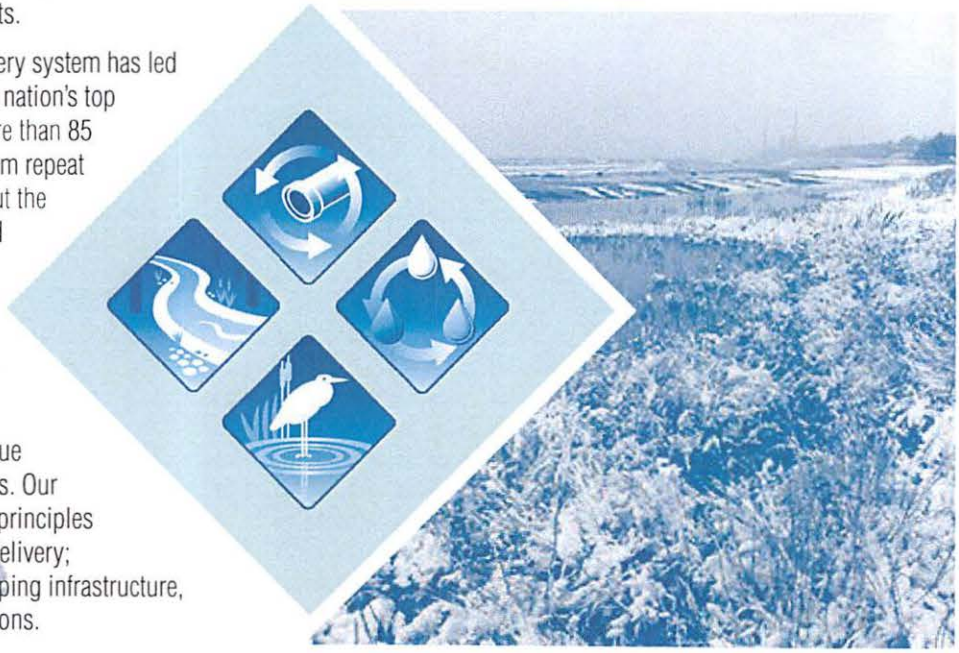
FULL RANGE OF SERVICES

Earning trust is only the beginning. Our members continuously learn, teach, and utilize state-of-the-art technologies and technical practices to deliver practical solutions for today's infrastructure challenges. With each service we offer, Foth has a team of public coordination and communications experts to support your communications throughout the project process. We are proud to provide services in the following areas:

- Water / Wastewater
- Planning
- Environmental
- Geospatial
- Transportation
- Aviation
- Construction

Foth clients understand the benefits of our staff having a full range of engineering expertise available at all times. Our specialty engineering team can step into the project at any point to provide expertise, such as:

- Grants and Funding
- Environmental Impact Statements and Assessments
- Wetland Delineation and Mitigation
- Shoreline Protection and Armoring
- sUAS (drone) Imagery



Federal Grant Assistance

In the past five years, Foth has assisted our clients in obtaining more than $45,000,000 for sediment management and coastal infrastructure projects. Of this total, more than $7M has been from federal programs. Foth also helps clients comply with the management and reporting requirements of grant funds. Examples of projects for which Foth has helped secure and/or manage federal funds:

S.S. Badger Docking Facilities, Ludington and Manitowoc, WI

- $5 million in grant funds
- USDOT FASTLANE Program
- Analysis, design, and repairs to docking facilities for SS Badger ferry

Bay Lake Regional Planning Commission, WI

- $250,000 in grant funds
- Great Lakes Restoration Initiative
- Beach Sanitary Study

Washington Island, WI Detroit Channel Dredging

- $30,000 in grant funds
- Coastal Management Program
- Waterfront Master Plan

Kenosha, WI, Harbor Improvements

- $155,400 in grant funds
- Boating Infrastructure and Coastal Management Program
- Marina dredging, harbor entrance re-design, sedimentation study

Kewaunee, WI Harbor Improvements

- $45,000 in grant funds
- Recreational Trails (through state Stewardship program)
- Landing boating accessibility improvements

Two Rivers, WI Waterfront

- $934,266 in grant funds
- Community Development Block Grants and Coastal Management Program, Clean Vessel Act, Land & Water Conservation Program, Recreational Trails Program
- Harbor Master Plan, seawall replacement, Harbor Park improvements, Veterans Park improvements, East Twin River dredging, transient marina & public access

Sturgeon Bay, WI - Bradley Lake

- $282,229 in grant funds
- Coastal Management Program; Sustain our Great Lakes Program
- Bradley Lake swale & biofiltration system, wetland restoration, planning

Zephyr Oil Refinery Site, Muskegon, MI

- $17 million in grant funds
- Michigan Department of Environmental Quality, USEPA, USACE
- Remediation of former oil refinery site

Port Washington, WI Breakwater Repair

- $257,650 in grant funds
- Boating Infrastructure Grant Program, Coastal Management Program
- Breakwwater repair sections A,B,C; public access project

Conneaut Port Authority, OH

- $39,600 in grant funds
- Coastal Management Program
- Site and sediment characterization for beneficial re-use

Algoma, WI Harbor Master Plan

- $75,000 in grant funds
- Community Development Block Grant - Planning; Sport Fish Restoration
- Harbor planning and design; feasibility study/preliminary engineering

Saxon Harbor, WI

- Help secure/administer funding from FEMA, USACE, Boating Infrastrructure Grant, Clean Vessel Grant, Knowles-Nelson Stewardship Program
- Dredging and repair of navigation structures

Exhibit B

Lincoln Center II
2514 South 102nd Street, Ste. 278
West Allis, WI 53227
(414) 336-7900
www.foth.com

December 11, 2019 (Updated January 2020)

Mr. Ryan Sazama, PE, AIA
City Engineer
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Ryan:

RE: Proposed Level of Effort for the City of Sheboygan, WI
Southside Interceptor System Feasibility Study

We greatly appreciate being selected to assist you and your staff with the analysis of the Southside Sewer Interceptor System, which has been a valuable sewer infrastructure asset that has served the City for the last 80 plus years. We are pleased to provide the City with the following proposed level of effort and associated estimated fee range. The fee estimate is to complete the feasibility study services phase for the Southside Interceptor System Project as discussed in our Statement of Qualifications and the follow-up interview meeting. As we had indicated, we are providing the estimated fee ranges due to the large amount of unknowns associated with this aging sewer that is difficult to access along the rising waters of Lake Michigan.

Project Understanding

The Southside Interceptor System Feasibility Study includes the evaluation of approximately 500 LF of 36-inch cast iron forcemain and 8,760 LF of 48-inch and 60-inch interceptor and associated manholes (MHs). The project work area is from the Kentucky Avenue Sewage Pumping Station to the Wastewater Treatment Plant. This stretch includes a short section of residential area, but primarily follows the shores of Lake Michigan.

As discussed, we will approach the project in phases, the first of which will be the Feasibility Study to investigate existing conditions, forecast future growth needs, formulate potential alternatives, develop budgetary level cost estimates, compare alternatives, and summarize findings with a final capital improvement recommendation plan. The study will also identify likely grant and loan assistance opportunities to pursue to offset anticipated engineering and construction costs.

Once the City approves the study findings, we will then proceed to the design and construction phases. At that time we will prepare a level of effort for the design and construction activities as we will have an understanding of the scope and extent of the new conveyance system improvements.

Project Phases and Estimated Level of Effort

The following phases identify the level of effort for Foth to complete the Feasibility Study.

Flow Monitoring Phase

- Perform four to six months of flow monitoring:
  - Install flow meters at eight (8) sites
  - Download data from flow meters at two week intervals for the first two months and monthly thereafter for a total of five (5) site visits
  - Process flow data and provide data summary upon completion of monitoring
  - Remove meters from eight (8) locations and return sewers to normal service
  - Provide technical support during metering

Televising Phase – Sub-contractor to Foth

- The estimated cost of the CCTV inspection of the entire pipeline is included. The televising work will be performed by a sub-contractor to Foth.
- Cleaning and/or jetting is not anticipated during the initial investigation phase. Repairs of defects such as mineral deposits, roots, I/I, and sags is planned during the construction phase of the project under the construction contract.
- Interceptor cleaning and/or necessary pipeline improvements for CIPP lining installation will be included in the construction bid as part of a chosen alternative.

Preliminary Investigation Phase – Pipeline

- Prepare inventory of desired existing and owner provided data
- Review existing plans of record
- Review City topographic and utility survey
  - The City has collected topographic and utility information in the area. Foth will utilize the information provided by the City to create the overall project base file.
- Utility locate request (Digger's Hotline)
- Prepare project base files in AutoCAD Civil3D using information from City and shoreline survey (See Preliminary Investigation Phase – Shoreline)
- Perform non-entry field investigation on accessible MHs

- Document condition and number/height of adjustment rings
- Document any visible connections and verify with survey information
- Document structure size and any visible deterioration of the structure

Preliminary Investigation Phase – Shoreline

- Review City topographic and utility survey
- Shoreline zone survey
  - Investigation into the shoreline elevations and slope from structures out into lake
  - Used to establish breaking wave conditions including wave run-up up the beach

Feasibility Study Phase – Shoreline

- Grant program and agency vetting
  - US Army Corps of Engineers
  - Wisconsin DOA Community Development Block Grant
  - Wisconsin DOA Coastal Zone Management
  - Wisconsin DNR
  - FEMA
  - Alternative Funding Source Possibilites
- Identify required permits and licenses
- Preliminary meetings with regulatory agencies
  - Wisconsin DNR
  - US Army Corps of Engineers
- Conceptual shoreline protection design

Feasibility Study Phase – Pipeline

- Identify required permits and licenses
- Preliminary discussions with regulatory agencies
  - Wisconsin DNR
- CCTV review
- Pipeline capacity assessment
- Kentucky Avenue Sewage Pumping Station (KASPS) evaluation
- Service area capacity evaluation (current and future)
  - Review existing service area reports
  - Obtain community connection point existing flows
  - Generate/confirm future peak flows by community (if needed)

  - Compare projected peak flows with the KASPS/forcemain and gravity system capacities
  - Wetwell capacity drawdown test
  - Identify deficiencies, if any

- Conceptual bypass pumping and access plan
- Develop conceptual rehabilitation or re-routing alternatives
- Contractor/vendor conceptual design review meetings
- Present Worth Cost analysis for both shoreline and pipe portions of the concept plans
- Community cost sharing model
- Potential funding assistance impacts
- Feasibility Report
- Present Feasibility Report to staff

Note: Recent WDNR rule changes require certain Administrative Code Facility Plan requirements if CWF loans are utilized for funding of a sewer rehabilitation project, regardless of any capacity changes.

Total Level of Effort Summary

Foth will complete the Feasibility Study for the Southside Interceptor System Project as identified above. The actual cost for this work will be on a time and material basis within the ranges described. Reimbursable expenses, such as mileage, printing, and plans, are included in this estimate and will be itemized on all invoices per standard rates.

	Phase	Estimated Fee
1	Flow Monitoring Phase	$55,000 - $65,000
2	Televising Phase (primarily sub-contractor)	$40,000 - $44,000
3	Preliminary Investigation Phase – Pipeline	$44,000 - $49,000
4	Preliminary Investigation Phase – Shoreline	$16,000 - $19,000
5	Feasibility Study Phase – Shoreline	$56,000 - $61,000
6	Feasibility Study Phase – Pipeline & Shore Combined Summary Report	$95,000 - $100,000
	Total Estimated Engineering Fee Range	$ 306,000 - $ 338,000

Schedule

Schedule will begin upon receiving authorization from the City. A summary of the anticipated schedule is shown below:

Phase	Duration	Time Frame
Flow Monitoring Phase	4-6 Months	March – July 2020
Televising Phase	2.5 Months	March – May 2020
Preliminary Investigation Phases	2.5 Months	March – May 2020
Feasibility Study Phases	3.5 Months	May – August 2020

Agreement to Proceed

It is understood that the services will be provided under a contract with the City of Sheboygan. Foth will proceed with work upon contract authorization from the City.

Thanks again for allowing us to team with you on this complex engineering challenge as we improve this important City investment for another 80 plus years. If you have any questions regarding our proposal, please call me at (414) 336-7905.

Sincerely,
Foth Infrastructure & Environment, LLC

Thomas J. Ludwig, P.E.
Principal Engineer / Client Director

Dale R. Broeckert, P.E.
Project Manager

c: David Biebel, Director of Public Works, City of Sheboygan

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C
2020 STANDARD HOURLY RATE SCHEDULE

Classification	Hourly Rate	Classification	Hourly Rate
Director	$202.00	Project Scientist II	$143.00
Project Manager IV	$197.00	Project Scientist I	$117.00
Project Manager III	$188.00	Technology Manager	$164.00
Project Manager II	$178.00	Lead Technician	$142.00
Project Manager I	$169.00	Technician VI	$134.00
Lead Project Engineer	$188.00	Technician V	$130.00
Project Engineer IV	$173.00	Technician IV	$119.00
Project Engineer III	$160.00	Technician III	$108.00
Project Engineer II	$150.00	Technician II	$ 95.00
Project Engineer I	$142.00	Technician I	$ 80.00
Staff Engineer IV	$140.00	Construction Manager	$164.00
Staff Engineer III	$134.00	Land Surveyor IV	$168.00
Staff Engineer II	$125.00	Land Surveyor III	$156.00
Staff Engineer I	$115.00	Land Surveyor II	$144.00
Planner IV	$188.00	Land Surveyor I	$132.00
Planner III	$159.00	Project Administrator II	$ 98.00
Planner II	$132.00	Project Administrator I	$ 78.00
Planner I	$115.00	Administrative Assistant	$ 60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2020. Rates subject to change annually on January 1.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. February 17, 2020.

Your Committee to whom was referred Res. No. 164-19-20 by Alderpersons Wolf and Sorenson authorizing the Engineering Division of the Department of Public Works to advertise the 2020 Capital Improvement Projects for bids; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

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

4.8

Res. No. 164 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 3, 2020.

A RESOLUTION authorizing the Engineering Division of the Department of Public Works to advertise the 2020 Capital Improvement Projects for bids.

WHEREAS, the Engineering Division of the Department of Public Works, on behalf of the board of public works, will obtain plans and specifications for the 2020 Capital Improvement Projects identified in this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That upon completion of the plans and specifications for the projects, the Engineering Division of the Department of Public Works is hereby authorized and directed to advertise the following projects for bids pursuant to the plans and specifications prepared by the City Engineer with the requirement pursuant to Wis. Stat. § 62.15(3) that bids be accompanied by a certified check or a bid bond equal to five percent (5%) of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city:

1. The Citywide Sidewalk Program.

2. The Roosevelt Park - Tennis Courts.

3. The Citywide Mini Storm Sewer Program.

4. The Number Six Digester - Rebuild Floating Cover.

5. The South Pier Plaza.

6. The Anaerobic Digester Heat Exchanger Replacement.

7. The Indiana Avenue Lift Station Corrosion Prevention.

8. The Moose Park - Playground.

9. The Optimist Park - Playground.

10. The Ash Tree Removal Project.

BE IT FURTHER RESOLVED: That the Engineering Division shall comply with all requirements imposed on an Advertisement for Bids under federal, state, and local law, including noting the bid bond requirement pursuant to Wis. Stat. § 62.15(3) in the Advertisement for Bids.

Public Works adopt.

BE IT FURTHER RESOLVED: That the Engineering Division is directed to submit a resume of bids received to the Common Council for further consideration.

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

4.1

Res. No. 157 - 19 - 20. By Alderperson Ackley. February 3, 2020.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for installation of new water main and/or laterals in Geele Avenue from Calumet Drive to N. 23rd Street.

RESOLVED: That the existing lead and/or galvanized iron water lateral(s) from the main to the curb stop be replaced with copper or plastic of appropriate size in Geele Avenue from Calumet Drive to N. 23rd Street, that said project is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under § 66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan intends to exercise its municipal police powers under § 66.0703, Stats., for the municipal purpose stated above.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with § 66.0703(4) and § 66.0703(5), Stats., and that such report shall contain the following information:

a. Preliminary or final plans and specifications
b. An estimate of the entire cost of the proposed work or improvement
c. A schedule of the proposed assessments
d. A statement that the work or improvement constitutes an exercise of the municipality's police power
e. A statement that the property against which the assessments are proposed are benefitted.

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of $100.00 may be paid in five (5) annual installments—or ten (10) annual installments if the expense exceeds $5,000.00 for a single parcel of property—under § 66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Layover

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 122-98 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

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

II

Other Matters

R. O. No. 161 - 19 - 20. By CITY CLERK. February 17, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

No.	Name	Address
3119	Ackley, Crystal R.	728 Kentucky Avenue
3101	Chang, Khao	2327 Kroos Court
0404	Diener, Daniel J.	3830 S. 11th Street
3120	Forsythe, Jennifer L.	1609 Erie Avenue
3116	Gildemeister, Kalysta L.	1244 Bluff Avenue
3105	Gonnering, Bridgette S.	N4780 State Road 32
3113	Goodluck, Arial R.	830 N. Water St. Unit #317
1223	Gottsacker, Lisa L.	4021 N. 45th Street
3109	Hammons, Jennifer V.	1111A Alabama Avenue
3100	Hanson, Elizabeth V.	830 N. Water St. Apt. 204
3111	Karbe, Kathleen	2920 Whispering Winds Drive
1347	Klinger, Kristina P.	760 S. Main Street, Cedar Grove
3110	McKinney, Titania M.	1412 S. 8th Street
3115	Murphy, Margaret D.	2612 Center Avenue
3104	Nugent, Nicholas J.	3421 River Bluff Drive
4956	Opgenorth, Andrew L.	4810 Amanda Ln. #C
1867	Roth, Peyton K.	N7529 State Highway 42
1749	Schuessler, James M.	2226 N. 6th Street
3112	Schulz, Alisha L.	1418 S. 24th Street
9893	Streff, Jessie M.	1534 Blocki Court
3117	Strong, Kristara J.	1204 Parkwood BLVD Apt. B
3103	Tiffany, Beau L.	1537 N. 10th Street
3102	Vang, Hue	1429 S. 20th Street
3118	Zingsheim, Kristine M.	312 N. Main St. Apt. 2, Cedar Grove

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

No.	Name	Address
3107	Earls, Alicia M.	414 Niagara Avenue
3099	Smits, Cory P.	1011 Clara Avenue
6913	Rios, Ricardo	2619 N. 8th Street

SHPS

Other Matters

III

Res. No. 174 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of two Four Wheel Drive One-Ton rated dump trucks with standard two door cabs for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, funding for two Four Wheel Drive One-Ton rated dump trucks with standard two door cabs ("New Vehicles") is included in the 2020 Capital Improvements Plan to replace two dump trucks that are 18 years old ("Old Vehicles"); and

WHEREAS, upon receipt of the New Vehicles, the Old Vehicles will be offered for sale at public auction; and

WHEREAS, the proceeds from the sale of the Old Vehicles will be provided to the Director of Finance; and

WHEREAS, state law and the city's procurement policy allows the city to join with other units of government in cooperative purchasing plans when the best interest of the city would be served; and

WHEREAS, one of the New Vehicles will have a stainless steel dump body, and be equipped with a snowplow, slide in salt spreader and brine distribution system; and

WHEREAS, one of the New Vehicles will have a mild steel chipper body, allowing it to be used as a wood chipper truck; and

WHEREAS, the chassis for the New Vehicles are available through the State of Wisconsin's cooperative purchasing agreements; and

WHEREAS, the dump bodies for the New Vehicles are available from Monroe Truck under the Sourcewell National Purchasing Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of the chassis for the New Vehicles.

BE IT FURTHER RESOLVED: That the Council understands that the Purchase Orders regarding the chassis will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-00), a copy of which is available at vendornet.wi.gov.

BE IT FURTHER RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Monroe Truck for the purchase of the dump bodies for the New Vehicles.

Public Works

BE IT FURTHER RESOLVED: That the Council understands that the Purchase Orders regarding the dump bodies will be subject to the terms and conditions set forth in Sourcewell Contract # 080114-MTE, a copy of which is available at sourcewell-mn.gov.

BE IT FURTHER RESOLVED: That the appropriate city officials are hereby authorized to draw funds for the New Vehicles in the amount of $121,949, including license and title, as follows:

$60,974.50	Account No. 47936100-641100 (2020 Capital Improvements Fund - Motor Vehicles - Vehicles)
$60,974.50	Account No. 70136100-641100 (Motor Vehicle Fund - Motor Vehicles - Vehicles)

_____

_____

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

Other Matters

III

Res. No. 175 - 19 - 20. By Alderpersons Wolf and Sorenson.
February 17, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a Purchase Order for the purchase of a new single axle dump truck, including snowplow, wing, slide in salt spreader and brine distribution system and related accessories for the Department of Public Works Motor Vehicle Fleet.

WHEREAS, funding for a new, single axle dump truck is included in the 2020 Capital Improvements Plan; and

WHEREAS, upon receipt of the new, single axle dump truck, a 2007 model dump truck (the "Old Vehicle") will be offered for sale at public auction; and

WHEREAS, the proceeds from the sale of the Old Vehicle will be provided to the Director of Finance; and

WHEREAS, state law and the city's procurement policy allows the city to join with other units of government in cooperative purchasing plans when the best interest of the city would be served; and

WHEREAS, the new single axle dump truck (a 2020 Freightliner 114SD single axle dump truck, which includes a stainless steel dump body), snowplow, wing, slide in salt spreader and brine distribution system and related accessories (the "Dump Truck and Accessories") are available from Truck Country of Oak Creek, Wisconsin under the Sourcewell National Purchasing Plan.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Truck Country of Oak Creek, Wisconsin for the purchase of the Dump Truck and Accessories.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in Sourcewell Contract # 081716-NAF (regarding the Freightliner chassis) and Sourcewell Contract # 080114-MTE (regarding the snowplow, wing, slide in salt spreader and brine distribution system and related accessories), copies of which are available at sourcewell-mn.gov.

Public Works

BE IT FURTHER RESOLVED: That the appropriate city officials are hereby authorized to draw funds for the Dump Truck and Accessories in the amount of $228,347.50 as follows:

$114,173.75	Account No. 70136100-641100 (Motor Vehicle Fund - Motor Vehicles - Vehicles)
$114,173.75	Account No. 47936100-641100 (2020 Capital Improvements Fund - Motor Vehicles - Vehicles)

_____

_____

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