ATTACHMENTS

City of Sheboygan
spirit on the lake

December 11, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT BOARD

NAME	APPOINTED	EXPIRES
David Gass – Business Owner	1/1/2020	12/31/2021
David Haneman – Business Owner	1/1/2020	12/31/2021
Susan Engler – Business Owner/Property Owner	1/1/2020	12/31/2021
Jamie Haack – Property Owner	1/1/2020	12/31/2021

MICHAEL J. VANDERSTEEN, MAYOR

Says over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

1.5

City of Sheboygan
spirit on the lake

November 26, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Robert Heimerl to be considered for appointment to the Architectural Review Board to fill the unexpired term of Scott Matula who term expires 4/20/2020.

MICHAEL J. VANDERSTEEN, MAYOR

Lay over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Robert Heimerl has worked at Abacus Architects since 2003. He is currently the president of the company and provides strategic planning for Abacus Architects, along with Programming, Design, and Cost Estimating. Prior to that, he worked as an architect a The Stubenrauch Architects Inc. from 1987 to 2003. Robert graduated from the University of Wisconsin-Milwaukee in 1987 with a bachelor's degree in architecture.

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

1.4

City of Sheboygan
spirit on the lake

December 2, 2019

Pursuant to the requirements of Section 7.30 of the Wisconsin Statutes, I herewith submit for your approval the list of nominations for Election Inspectors for all elections in 2020 and 2021.

The aforementioned section of the law stipulates the manner in which Election Officials shall be chosen, and I tender my appointments as follows, to retain as much seniority and experience as is possible, while complying with the State law.

Respectfully submitted,

Michael J. Vandersteen, Mayor

Flip over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

ADAMS, BARBARA	GRAF, JAMES	LOVER, JOHN	SCHWEBEL, DORIS
ALESSIO, CHRISTINE	GRAPENTINE, MARY	LUBACH, MARY MARGARET	SCRIBNER, JOANNE
ANDERSON, CARLENE	GRUBE, MARY	LUESCHOW, PATRICIA	SHER, REBECCA
BECKER, SHERRY	GRUBER, BARBARA	LUTZKE, MARY	SHOEMAKER, JANE
BENIGER, MARY JO	GRUBER, FAITH	MADDEN, PETER	SMITH, CHERY
BENNIN, DEBORAH	GRUENKE, BERNICE	MAFFONGELLI, RALPH	SMITH, JERRY
BICHLER, JAMES	GRUENKE, GERMAINE	MAHLER, DEBBI	SMITH, LINDA
BINDER, ANN	GUSTKE, SUSAN	MANDEL, JANE	SMITH, MARY
BOGENSCHUETZ, DEAN	HARBACH, INGEBORG	MANDEL, PAUL	SOERENS, AGNES
BRADY, KAREN	HEINEN, CASSANDRA	MARTIN, KAREN	STAPEL, NINA
BRANDT, JANICE	HEMENWAY, KENNETH	MARTIN, MARY BETH	STEFFEN, WILLIAM
BRAUN, JOANNE	HEMMER, CHRISTINE	MASSART, CLAIRE	STEINFORT, HENRY
BRICKNER, SANDRA	HENNING, DAVID	MAURER, MAXINE	STEINFORT, LINDA
BRUGGINK, JANELLE	HENNING, ROSALIE	MC CORMICK, SHARON	STEPHENS, KIM
BRUGGINK, JEFFREY	HESS, JAMES	MCNAMARA, CINDY	STROHSCHOEN, DAVID
BRULLA, LEANNE	HESS, JULIE	MEINEL, SUSAN	STRYSICK, SUSAN
BUESING, SUSAN	HESSLINK, BONNIE	MERTENS, JANET	SUREK, EDWARD
BUNZEL, KRISTINE	HINKELMAN, PAULETTE	MEYER, PATRICIA	TAUSCHECK, KIMBERLY
BURG, FRANCES	HODGES, CRISTEL	MEYER, SUE	TAUSCHEK, BARBARA
BURGARD, DEBORAH	HOFFMANN, KATHLEEN	MEYER, SUSAN	TEIG, HELEN
BURKARD, KATHLEEN	HOFSCHILD, KAREN	MILLER, MARILYN	TESELLE, NANCY
CAMPBELL, JACQUELINE	HOLGATE, JANITA	MOELLER, CELENE	THIEL, LINDA
CASEY-BOOTH, KRISTIN	HOLZHAEUSER, BEVERLY	MOUDRY, NANCY	THOMAS, ARLENE
CAWTHON, RICHARD	HOLZWART, JOHN	MUELLER, LAVERNE	TOUTENHOOFD, ROCHELLE
CLAERBOUT, TERESA	HOLZWART, NAOMI	NELSON, HENRY	TOWNE, WILSON
COLSON, JUDITH	HUELLER, ELIZABETH	NOVAK, KATHLEEN	TURK, MARY
CORTEZ, EUNICE	IGNATOWSKI, ERIK	NOVAK, WILLIAM	TUSZYNSKI, THOMAS
COUGHLIN, LUCILLE	ISAKSON-SCHONEMAN, SHAROL	NOWACKI, MARY	UBBELOHDE, SUSAN
CRAMLET, DARLYN	JENSEMA, MARTHA	OETZEL, LORAINE	VAN AKKEREN, JAMES
CRAMLET, JEROME	JOHNSEN, RICHARD	O'NEIL, PATRICIA	VANDENBERG, SHERRIL
DAEHNERT, KAREN	JOHNSON, CHARLEEN	PASTOOR, DANIEL	VAN DER PUY, MARY
DALHAIMER, KIM	JOHNSON, JOELLYN	PFEIFFER, JEANNE	VAN DER WEELE, GERALDINE
DALHAIMER, MARY	JOHNSTON, SCOTT	PHEBUS, WILLIAM	VICKMAN, LISA
DANFORTH, SUSAN	JORGENSON, SIGNE	PIERSON, JANICE	VINCENT-SAMET, MARY
DANKWARDT, JANET	JUSTUS, JEFFREY	PITTENGER, RITA	VOJTA, ELLEN
DAUN, SHARON	JUSTUS, JORDAN	PITTS, CANDACE	WAGNER, SUSAN
DEJONG, ARTHUR	KARLS, KATHLEEN	POSTMA, DARRELL	WAKEFIELD, RONALD
DEJONG, CYNTHIA	KAUTZER, JANE	PRANGE, KATHLEEN	WALLACE, BILL
DERUS, DAVID	KLEIN, MICHAEL	PRATER, SUSAN	WALLACE, GAIL
DERUS, MARY	KNOP, CONNIE	PREVENAS, EVELYN	WANEZEK, JANE
DEVER, DANIEL	KOBUSZEWSKI, JEANNE	RECHTFERTIG, JILL	WASMER, EDWARD
DONOVAN, JEANNE	KOCH, TERRI	RECHTFERTIG, PETER	WEEDEN, RICHARD
DULMES, SHARON	KOLAR, ANTON	REMY, DIANE	WEINA, CYNTHIA
DUNTON, LEO	KROLL, NANCY	RILEY, CHRISTINE	WEINA, STEVEN
ENGSTROM, DALE	KROLL, THOMAS	ROENITZ, CHRISTINE	WEINAND, KEITH
ENGSTROM, LAURA	KRUECK, MARYJO	ROENITZ, LAURA	WEISROCK, PATRICIA
ERHARDT, KAY	KRUEGER, LA VERNE	ROETHEL, THOMAS	WIECK, CHRISTINE

ERTEL, ROXANNE	KRUEGER, ROSEANNE	ROMAN, LUANN	WILLIAMS, KRISTINE
ESLER, JANET	KUESTER, CYNTHIA	ROSE, DOROTHY	WILSING, LOUANN
FECHT, SUSAN	KUHLMAN, KAREN	RUPPEL, DOLORES	WILSON, DANIE
FELDE, JACQUELINE	LACROIX, JAMES	SAATKAMP, MICHELLE	WISSBROECKER, LORETTA
FIELDS, KATHLEEN	LACROIX, MILDRED	SAGAL, JOSEPH	WISSE, SUE
FOY, BONNIE	LAFAVE, BRIAN	SALAS, JOANNE	WORTH, DANIEL
GEBHARD, JANET	LANGHOFF, CINDA	SANDVEN, JILL	ZABEL, PRISCILLA
GIESEN, MARJORIE	LEANNAH, GERALYN	SCHMELTER, JANE	ZAJKOWSKI, LINDA
GILLIS, TIMOTHY	LEONHARDT, VICKI	SCHMIDT, JUDITH	ZWITTER, SHARON
GOES, JEANNE	LEPPANEN, MARTHA	SCHMOLZE, MARGARETTE	VAN WATTINGEN, JUDY
GOES, JOHN	LILYQUIST, EARL	SCHNEIDER, LEE	LIMBERG, MERLIN
GOLDBECK, MARY	LOEWEN, KATHLEEN	SCHOUTEN, JESSICA	MEYER REINBOLD, CLAUDIA
GOSSE, JOSEPHINE	LOOSE, BARBARA	SCHULTZ, WAYNE	LUTZKE, JULIE
KUTIFUSS, MARY	BERNARD, ANN	PETHAN, JEANNE	WEAVER, MARY
ROESCH, RICK	ROESCH, RHONDA	MIOSKOWSKI, BEVERLY	BOLDT, PETRA
PHILLIPS, KEVIN			

November 19, 2019

City Clerk Meredith DeBruin
828 Center Ave.
Sheboygan, Wi 53081

Dear Clerk DeBruin:

Pursuant of Wis. Stat. #7.30, and for the purpose of nominating Republican Election Inspectors in Sheboygan County,

I, Dennis A. Gasper, Chairman, Republican Party of Sheboygan County, hereby nominate the named individuals in the attached list. An electronic spreadsheet is available upon request by contacting me at dennisgasper@excel.net or call or text 920-980-6670.

Certification

I, hereby, certify that I have contacted each nominee whose name appears on this list and each nominee on this list has agreed to serve as an election inspector.

County Party Chair — Date: 11/19/2019

County Party Secretary — Date: 11/19/2019

Cc: Mayor Michael Vandersteen

Last Name	First Name	Address	City		Zip	Phone	Alt. Phone
Reinbold	Claudia Meyer	9 Willowwood Dr.	Sheboygan	WI	53081	920-254-1835	
Davis	Dominick	2227 S. 10th St.	Sheboygan	WI	53081	920-627-7009	
Beyer	Kathryn	3127 South 11th St	Sheboygan	WI	53081	920-254-4230	
Conwell	Jan	4909 Evergreen Dr	Sheboygan	WI	53081	812-614-1126	920-452-1115
Wadel	Terry	N6723 State Rd. 67	Plymouth	WI	53073	920-946-1080	
Marotz	Lorraine	217 Giddings Ave	Sheboygan Falls	WI	53085	920-287-3326	
Claerbout	Teresa	N5612 Meadowlark Rd.	Sheboygan Falls	WI	53085	920-918-0466	
Limberg	Merlin	N6042 Deer Path	Plymouth	WI	53073	920-946-8643	
Lutzke	Julie	W3143 Miley Rd	Sheboygan Falls	WI	53085	920-207-7851	
O'Brien	Kevin	3232 Limerick Ln	Sheboygan	WI	53083	920-207-5924	
Van Wattingen	Judy	2843 N Taylor Dr	Sheboygan	WI	53083	920-980-2074	
Bernard	Ann	1722 Pleasant Ln.	Sheboygan	WI	53081	920-452-1889	920-912-6709
Bichler	James	1636 Sunnyside Avenue	Sheboygan	WI	53081	458-7720 or 627-9999	
DeJong	Arthur	1510 N. 5th Street	Sheboygan	WI	53081	452-3578	
Davis	Dominick	2227 S 10th St	Sheboygan	WI	53081	920-627-7009	
Giesen	Marjorie	920 Sommer Dr.	Sheboygan	WI	53081	458-0544	
Gruber	Barbara	508 Vollrath Blvd.	Sheboygan	WI	53081	457-9015	
Heinen	Cassandra (Sandy)	W2792 Wilson Lima Road	Oostburg	WI	53070	(920) 564-2289	
Jensema	Martha	W2492 Cty Rd V	Sheboygan Falls	WI	53085	920-627-4846	
Kautzer	Jane	2730 Mill Rd	Sheboygan	WI	53083	920-946-9007	
Knop	Connie	1016 Mead Ave.	Sheboygan	WI	53081	458-2790	
Kobuszewski	Jeanne	2027 N. 6th Street	Sheboygan	WI	53081	913-426-4244	920-783-6340
Phebus	William	2301 W. Koning Drive	Sheboygan	WI	53083	459-9626 or 912-5568	
Schmelter	Jane	2858 N. Apache Rd.	Sheboygan	WI	53083	(920) 452-5323	
Vojta	Ellen	2934 Ashby Court	Sheboygan	WI	53081	216-9394 or 457-9394	
Wakefield	Ron	1210 Wilson Ave.	Sheboygan	WI	53081	980-7584	
Wallace	Bill	4315 Sommer Dr.	Sheboygan	WI	53081	254-5048	
Wallace	Gail	4315 Sommer Dr.	Sheboygan	WI	53081	254-5048	

email
dominick1102@gmail.com
kathiandben@protonmail.com
jani28724@gmail.com
groovin513@gmail.com
rainecic@gmail.com
tclaerbout@icolud.com
auntijuju@gmail.com
kjobrien2381@yahoo.com
judyvanwattingen@gmail.com
annbernard39@gmail.com
artdejong@hotmail.com
dominick1102@gmail.com
giesen@att.net
dheinen3@wi.rr.com
randmjensema@aol.com
suejing3@yahoo.com
kobuszej@sbcglobal.net
b.phebus@alt-terra.com
tjschmelter@icloud.com
jvojta@gmail.com
rwakefield1210@yahoo.com
bill@wallaceit.com
gail@wallaceit.com

Hearing No. _____- 19 - 20. December 16, 2019.

Pursuant to a notice published by the City Clerk, there is a hearing scheduled for this evening to repeal and recreate Section 15.905 and Subsection 15.908(1) of the City of Sheboygan Zoning Ordinance (SZO), so as to amend certain portions thereof so as to clarify any ambiguities in the Municipal Code relating to Conditional Use Permits, to incorporate into the Municipal Code established past practices of the Plan Commission relative to Conditional Uses, and to conform the Municipal Code to 2017 Wis. Act 67 and Sec. 62.23(7)(de), Wis. Stats.

All interested persons will now be heard.

Publish - November 29 and December 6, 2019.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 16, 2019, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to repeal and recreate Section 15.905 and Subsection 15.908(1) of the City of Sheboygan Zoning Ordinance (SZO), so as to amend certain portions thereof so as to clarify any ambiguities in the Municipal Code relating to Conditional Use Permits, to incorporate into the Municipal Code established past practices of the Plan Commission relative to Conditional Uses, and to conform the Municipal Code to 2017 Wis. Act 67 and Sec. 62.23(7)(de), Wis. Stats.

MEREDITH DEBRUIN
City Clerk

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE OFC OFFICE
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0003910410	$34.85	$0.00	$34.85	Credit Card	$0.00	$34.85

Sales Rep: VJankowski **Order Taker:** VJankowski **Order Created** 11/19/2019

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	11/29/2019	12/06/2019
GWM-SHEW-Sheboygan Press Digital	28	11/29/2019	12/26/2019

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 11/19/2019

NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 16, 2019, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to repeal and recreate Section 15.905 and Subsection 15.908(1) of the City of Sheboygan Zoning Ordinance (SZO), so as to amend certain portions thereof so as to clarify any ambiguities in the Municipal Code relating to Conditional Use Permits, to incorporate into the Municipal Code established past practices of the Plan Commission relative to Conditional Uses, and to conform the Municipal Code to 2017 Wis. Act 67 and Sec. 62.23(7)(de), Wis. Stats.

MEREDITH DEBRUIN
City Clerk

Run: Nov. 29, Dec. 6, 2019 WNAXLP

II

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

Submitting various license applications.

_____
CITY CLERK

COMMERCIAL OPERATOR LICENSE (RENEWAL)

No.	Name	Address
3222	4T2 Property Services LLC	W2365 River Valley Dr., Sheboygan Falls
2056	Autumn Ridge Landscaping	N5749 Cty Rd M, Plymouth
3242	Edgewood Premier LLC	3905 Playbird Rd
1727	Millhome Nursery & Greenhouses	N9573 Rhine Rd, Elkhart Lake

SECONDHAND DEALER LICENSE (RENEWAL)

No.	Name	Address
3021	Finders Keepers	1030 Michigan Avenue
2777	Freaktoyz	520 N. 8th Street
2423	Wal-Mart Supercenter	3711 S. Taylor Drive

Consent

II

R. O. No. _____ - 19 - 20. By CITY ATTORNEY. December 16, 2019.

Submitting, as a matter of record, the following storm sewer easements which have been recorded in the Sheboygan County Register of Deeds Office:

1. Easement (mini-storm sewer) dated September 20, 2019 between the City of Sheboygan and Harold J. Strickland and Patricia M. Strickland (2911 South 15th Street), executed in accordance with Res. No. 72-19-20; and

2. Storm Sewer Easement dated September 20, 2019 between the City of Sheboygan and Boonsai Yang and Pachia Lee (2315 Pershing Avenue), executed in accordance with Res. No. 79-19-20; and

3. Storm Sewer Easement dated September 20, 2019 between the City of Sheboygan and Andrew W. Molenda (2401 Pershing Avenue), executed in accordance with Res. No. 80-19-20; and

4. Easement (mini-storm sewer) dated September 20, 2019 between the City of Sheboygan and Robert Holtz (2335 Mayflower Avenue), executed in accordance with Res. No. 81-19-20; and

5. Easement (mini-storm sewer) dated October 9, 2019 between the City of Sheboygan and Nicole S. Vanginkle (2409 Mayflower Avenue), executed in accordance with Res. No. 91-19-20.

Consent.

_____
CITY ATTORNEY

8 4 9 3 6 6 9
Tx:4177907

EASEMENT

THIS INDENTURE, made this 20th day September, 2019, by Harold J. Strickland and Patricia M. Strickland a married couple residing at 2911 S. 15th Street, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

2079311
SHEBOYGAN COUNTY, WI
RECORDED ON
09/26/2019 01:34 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 2

Return To:
City Attorney
828 Center Avenue, Suite 210
Sheboygan WI 53081

59281-413050
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of Lot 13 Block 1 of the following described property:

GLENCOURT SUBD LOT 13 BLK 1, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this Aug 15 day of 2019, 2019.

2

Harold Strickland
Harold Strickland
(Sign in the presence of a Notary Public)

Patricia Strickland
Patricia Strickland
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 15 day of August, 2019, Harold J. Strickland and Patricia M. Strickland, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Mai Yang
Mai Yang
Notary Public-Sheboygan County
My commission expires 07/09/2021

MAI YANG NOTARY PUBLIC STATE OF WISCONSIN

ACCEPTED BY: CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 20th day of September, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-22

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Acceptance is authorized by and in accordance with Res. No. 72-19-20

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

8 4 9 3 6 6 6
Tx:4177907

2079308
SHEBOYGAN COUNTY, WI
RECORDED ON
09/26/2019 01:34 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 2

STORM SEWER EASEMENT

THIS INDENTURE, made this 20th day of September 2019, by Boonsai Yang and Pachia Lee residing at 2315 Pershing Avenue, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue, Suite 210
Sheboygan WI 53081

Part of 59281650790
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a storm sewer in, under, and along the North 10 feet of the West 5 feet of the following described property:

LOT 14, EXCEPT THE WEST 55 FEET THEREOF, AND ALL OF LOT 15, BLOCK 3, KONING ESTATES, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

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

GRANTEE shall not specially assess **GRANTOR** for the storm sewer construction.

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 16 day of August, 2019.

Boonsai Yang
(Sign in the presence of a Notary Public)

Pachia Lee
(Sign in the presence of a Notary Public

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 16 day of August, 2019, Boonsai Yang and Pachia Lee, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

JENNIFER ALTMANN NOTARY PUBLIC STATE OF WISCONSIN

Jennifer Altmann
Notary Public-Sheboygan County
My commission expires 6-19-2023

ACCEPTED BY: CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

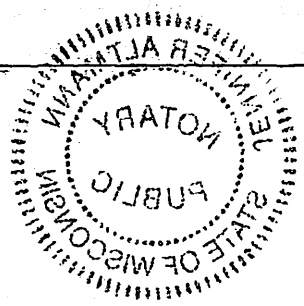
Personally came before me, this 20th day of September, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

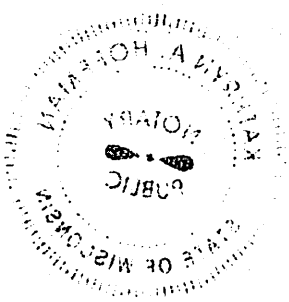
KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-22

Acceptance is authorized by and in accordance with Res. No. 79-19-20.

This instrument drafted by: Charles C. Adams – Wisconsin State Bar No. 01021454


NOTARY
PUBLIC
STATE OF WISCONSIN


NOTARY
PUBLIC
STATE OF WISCONSIN

8 4 9 3 6 6 7
Tx:4177907

2079309
SHEBOYGAN COUNTY, WI
RECORDED ON
09/26/2019 01:34 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 2

STORM SEWER EASEMENT

THIS INDENTURE, made this 20th day of September 2019, by Andrew W. Molenda residing at 2401 Pershing Avenue, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue, Suite 210
Sheboygan WI 53081

Part of 59281650770
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a storm sewer in, under, and along the North 10 feet of the East 5 feet of the following described property:

THE EAST SIXTY (60) FEET OF LOT THIRTEEN AND THE WEST FIFTY-FIVE (55) FEET, OF LOT FOURTEEN, BLOCK THREE (3), KONING ESTATES IN THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

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

GRANTEE shall not specially assess **GRANTOR** for the storm sewer construction.

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 14 day of August, 2019.

2

Andrew W. Molenda

Andrew W. Molenda
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 14 day of August, 2019, Andrew W. Molenda, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

STACEY A BRAATZ NOTARY PUBLIC STATE OF WISCONSIN

Stacey A. Braatz
Stacey A. Braatz
Notary Public-Sheboygan County
My commission expires 3/31/21

ACCEPTED BY: CITY OF SHEBOYGAN

BY: Michael Vandersteen
Michael Vandersteen
Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

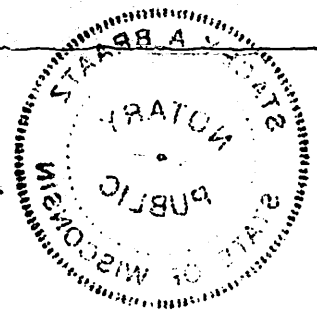
Personally came before me, this 20th day of September, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-22

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Acceptance is authorized by and in accordance with Res. No. 80-19-20.

This instrument drafted by: Charles C. Adams – Wisconsin State Bar No. 01021454


STANLEY A. BREAST
NOTARY
PUBLIC
STATE OF WISCONSIN

8 4 9 3 6 6 8
Tx:4177907

2079310
SHEBOYGAN COUNTY, WI
RECORDED ON
09/26/2019 01:34 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 3

EASEMENT

THIS INDENTURE, made this 20th day September, 2019, by Robert Holtz a single person residing at 2335 Mayflower Avenue, Sheboygan, Wisconsin 53081, " **GRANTOR,**" and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 210
Sheboygan WI 53081

59281- 621210
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southwest corner of Lot 2, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence West along the South line of Lot 3, said Block 2, a distance of 15 feet; thence South along a line parallel with the West line of said Lot 2 extended, a distance of 8 feet; thence East along a line 8 feet South of and parallel with the South line of said Plat, a distance of 165 feet; thence North a distance of 8 feet to the Southeast corner of Lot 1, said Block 2; thence West along the South line of said Plat, a distance of 150 feet to the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 22 day of August, 2019.

Robert Holtz
(Sign in the presence of a Notary Public)

Property Owner Name
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 22 day of August, 2019, Robert Holtz, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

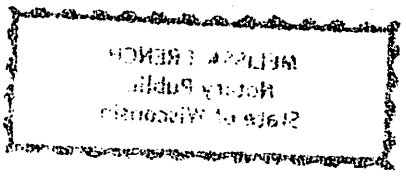
MELISSA FRENCH
Notary Public
State of Wisconsin

Melissa French
Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: Michael Vandersteen
Mayor

ATTEST: Meredith DeBruin
City Clerk



STATE OF WISCONSIN)
) s
SHEBOYGAN COUNTY)

Personally came before me, this 20th day of September, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-22

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Acceptance is authorized by and in accordance with Res. No. 81-19-20

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

8 4 9 7 0 2 7
Tx:4179977

2081184
SHEBOYGAN COUNTY, WI
RECORDED ON
10/31/2019 10:32 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 3
PAGES: 3

EASEMENT

THIS INDENTURE, made this 9th day October, 2019, by Nicole S. Vanginkle a single person residing at 2409 Mayflower Avenue, Sheboygan, Wisconsin 53081, " **GRANTOR,**" and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281- 621220
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, a part of the Southwest ¼ of the Southwest ¼ of Section 10, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

> Beginning at the Southwest corner of Lot 3, Block 2 of the Plat of Jetzer's Park Side Addition as recorded in Volume 9 of Plats on Page 51 as Document 661517 in the Sheboygan County Register of Deeds Office; thence Southerly along a line parallel with the East line of said Lot 3, a distance of 8 feet; thence Easterly along a line parallel with the South line of said Lot 3, a distance of 60 feet; thence Northerly along a line parallel with the West line of said Lot 3, a distance of 8 feet to said South line of Lot 3; thence Westerly along said South line of Lot 3, a distance of 60 feet to the Southwest corner of said Lot 3 and the Point of Beginning, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 30 day of August, 2019.

Nicole Vanginkle
(Sign in the presence of a Notary Public)

Property Owner Name
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 30 day of August, 2019, Nicole Vanginkle, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

MELISSA FRENCH
Notary Public
State of Wisconsin

Melissa French
Notary Public-Sheboygan County
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY:
Michael Vandersteen
Mayor

ATTEST:
Meredith DeBruin
City Clerk

MELISSA FRENCH
Notary Public
State of Wisconsin

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 9th day of October, 2019, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-22

Acceptance is authorized by and in accordance with Res. No. 91-19-20.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 16, 2019.

Your Committee to whom was referred R. O. No. 102-19-20 by City Clerk submitting various license applications; recommends granting the licenses:

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2996	Peters, Steven A.	1909 N. 23rd Street
2994	Warne, Cearra R.	1012 Lincoln Avenue

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

8.1

R. O. No. 102 - 19 - 20. By CITY CLERK. November 4, 2019.

Submitting various license applications for the period ending December 31, 2019, December 31, 2020, June 30, 2020 and June 30, 2021.

City Clerk

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

No.	Name	Address
0749	Adamavich, Brooke A.	3823 S. 11th Street
0887	Bauer, Kathleen M.	1030 Pershing Avenue
2997	Ehler, Lauren A.	2419 Calumet Drive
2102	Gonzalez, Brigitte A.	1334 Annie Court
5319	Kober, Jennifer M.	1238 Main Avenue
3002	Licari, Lori Ann	3908 State Highway 42
3000	Nagle, Christopher M.	2003 S. 8th Street
2990	Pierce, Jessica L.	716 Bluff Avenue
2998	Pierceall, Jeanette	916 Huron Avenue Apt. 519
1409	Schmitz, Joel P.	4001 N. 51st Street

CHANGE OF AGENT

Mark Aschenbach is replacing Sean Webb as agent effective immediately for Pick 'N Save #432 located at 1317 N. 25th Street.

CLASS "B" BEER LICENSE (NEW)(June 30, 2020)

No.	Name	Address
3430	Board and Brush	528 N. 8th Street

TAXICAB BUSINESS LICENSE (RENEW)(December 31, 2020)

No.	Name	Address
2997	The Best Taxi	1937 S. Business Drive

LHPS
11-13 Hold #3000
Hold #2996
Hold #2994
11-27 withdraw #3000
12-11 grant #2996 + #2994

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2019)

No.	Name	Address
2996	Peters, Steven A.	1909 N. 23rd Street
2994	Warne, Cearra R.	1012 Lincoln Avenue
2991	Warne, Dorthy R.	2332 Carmen Avenue #2C

VII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 16, 2019.

Your Committee to whom was referred pursuant to R. O. No. 113-19-20 by City Clerk various license applications; recommends amending R. O. No. 113-19-20 to list Taxicab Drivers License application #3014 (Deanna M. Preston) to be listed as "NEW" and not "RENEWAL" and granting licenses on the amended R. O. with various caveats:

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

No.	Name	Address
3030	Bowser, Jake J.	73A Lincoln Avenue
3013	Clark, Gorgeous D E.	1323 S. 8th Street
3017	Dickson, Caleb A.	3325 N. 7th Street
3024	Geldreich, Jacob M.	906 Oakly Street, Kohler
3025	Kelly, Joseph E.	1022 N. 16th Street
3021	Mclain, Tina Hyatt	712 Broughton Drive #25
8054	Perce, Charles M Jr.	18 Tacoma Trail
3016	Splivalo, Lauren H.	522 Roosevalt Road, Kohler

MASSAGE ESTABLISHMENT (RENEWAL) (December 31, 2020)

No.	Name	Address
3305	Applied Reflexology	604 Erie Avenue
3308	Aurelia Massage Therapy LLC	4027 S. Business Drive
2727	Bonjour Massage	1327 N. 8th Street
3311	Breiter Beginnings LLC	707 N. 8th Street Suite 204
2258	Curative Therapies LLC	2829 N. 15th Street
2441	Darling Therapies	604 Erie Avenue
2180	Donna Grady - Massage Therapy	809 N. 8th Street
3336	Entourage Salon and Spa I	726 Michigan Avenue
3252	Fantoli Massage & Wellness LLC	4027 S. Business Drive
3424	Fuzion Skin Spa	2829 N. 15th Street
2044	Groove Salon	1227 N. 8th Street
2871	Hands In Motion	4027 S. Business Drive
2586	In Balance Therapeutics, LLC	832 N. 6th Street
2792	Integrated Health Therapies	833 Pennsylvania Avenue
2868	Intouch	1427 N. 4th Street
1205	Jomaji Salon & Spa Inc.	682 South Pier Drive
2804	Reflections Spa	725 Blue Harbor Drive
1701	Salon Sase	631 Riverfront Drive
3232	Simply Altruistic Massage Studio	604 Erie Avenue
3300	Soli Muscular Therapy LLC	604 Michigan Avenue
3302	Tangerine Salon	1213 Superior Avenue

Consent.

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

No.	Name	Address
3215	Bluecab	1119 Michigan Avenue
2509	Santanas Limo	2724 Main Avenue

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

No.	Name	Address
2843	Bernier, Kristopher A.	2102 Superior Avenue
2652	Block, Michelle R.	414 Niagara Avenue
*2558	Bogart, Thomas Jr.	1616 N. 12th Street
1413	Brotz, James E.	2403 S. 8th Street
0093	Butler, James D. Jr.	1630 S. 8th Street Apt. A
1153	Brunner, Katlyn M.	721 Bluff Avenue
2918	Bueno, Oscar Jr.	3228 N. 27th Street
*7788	Degroat, Shawn	1614 S. 9th Street
2906	Forss, Brian J.	4205 Cherrywood Ct. #B205
1141	Frank, Jason J.	1308 N. 15th Street
1509	Gordon, Jody Lynn	741 Acacia, Sheboygan Falls
8112	Gohr, Trevor M.	4213 Autumn Court
*0256	Krueger, Mark A.	13 S. Hiawatha Circle
0565	Krueger, Nathan J.	1419 Forsythe Avenue
2823	Santana, Alicia	2724 Main Avenue
8860	Santana, Susan M.	2724 Main Avenue
1149	Stewart, Harvey L.	1416 Illinois Avenue
4270	Swita, Jeffrey A.	16820 CTH M, Cleveland

***grant with a warning related to recent violation which occurred in a cab**

_____ _____

_____ _____

_____ _____

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

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 121-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls; 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

34

Res. No. 121 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement for Transit Services.

James A Bohren

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

AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE CITY OF SHEBOYGAN FALLS

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the City of SHEBOYGAN FALLS, a Wisconsin city with principal offices located at 375 Buffalo Street, Sheboygan Falls, Wisconsin, hereinafter referred to as SHEBOYGAN FALLS;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, SHEBOYGAN FALLS seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within SHEBOYGAN FALLS; and

WEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SHEBOYGAN FALLS.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL
   During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to SHEBOYGAN FALLS as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in SHEBOYGAN FALLS in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SHEBOYGAN FALLS. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to SHEBOYGAN FALLS.

2. FARE STRUCTURE
   During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY
   SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE
   SHEBOYGAN FALLS agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to $38,696.

SHEBOYGAN FALLS agrees to make quarterly payments in four equal installments of $9,674.00 during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice SHEBOYGAN FALLS for such payments prior to each date.

Additionally, SHEBOYGAN FALLS will be invoiced a fixed ~~annual~~ 2020 (SMT) cost to be used towards the replacement of vehicles used to provide public transit to the community.

The amount is calculated using the following formula:

$92,000	*x*	*50%*	*/*	*15*
Cost of a new bus (20% Local Share)		Percent bus is used in Sheboygan Falls and Kohler		Average lifetime years of bus

This amount is equal to $3,067.00 which is then allocated out between Sheboygan Falls (75%) and Kohler (25%) based on route mileage in each community. SHEBOYGAN FALLS would be responsible for $2,300.00 ~~annually from 2020-2034 and~~ will be paid as part of the fourth quarter payment to SHEBOYGAN. V for 2020 which (SMT)

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE
SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to SHEBOYGAN FALLS.

6. OPERATING AUTHORITY
SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within SHEBOYGAN FALLS, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION
SHEBOYGAN shall, at the request of SHEBOYGAN FALLS, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES
Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE
In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If SHEBOYGAN FALLS terminates this agreement, SHEBOYGAN FALLS will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT
This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES
SHEBOYGAN shall, on an annual basis, determine the local share responsibility for SHEBOYGAN FALLS. This amount will be based on the level of service desired by SHEBOYGAN FALLS for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to SHEBOYGAN FALLS for 2020 is $38,696. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SHEBOYGAN FALLS during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 13th DAY OF November, 2019.

CITY OF SHEBOYGAN FALLS

BY: Shad Tenpas

Name: Shad Tenpas (SMT)

Title: City Administrator

ATTEST:

Alyssa Walford

Name: Alyssa Walford

Title: City Clerk/Treasurer

CITY OF SHEBOYGAN

BY: _____

Name: _____

Title: _____

ATTEST:

_____

Name: _____

Title: _____

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 123-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler; 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

3-6

Res. No. 123 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement for Transit Services.

James a Bohren

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

AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE VILLAGE OF KOHLER

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Village of Kohler, a Wisconsin village with principal offices located at 319 Highland Drive, Kohler, Wisconsin, hereinafter referred to as KOHLER;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, KOHLER seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within KOHLER; and

WEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to KOHLER.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL
   During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to KOHLER as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in KOHLER in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of KOHLER. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to KOHLER.

2. FARE STRUCTURE
   During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY
   SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE
   KOHLER agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to **$13,366**. KOHLER

agrees to make quarterly payments in four equal installments of **$3,341.50** during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice KOHLER for such payments prior to each date.

Additionally, KOHLER will be invoiced a fixed annual cost to be used towards the replacement of vehicles used to provide public transit to the community.

The amount is calculated using the following formula:

$92,000	*x*	*50%*	*/*	*15*
Cost of a new bus (20% Local Share)		Percent bus is used in Sheboygan Falls and Kohler		Average lifetime years of bus

This amount is equal to $3,067.00 which is then allocated out between Sheboygan Falls (75%) and Kohler (25%) based on route mileage in each community. KOHLER would be responsible for **$767.00** annually from 2020-2034 and will be paid as part of the fourth quarter payment to SHEBOYGAN.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE
   SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to KOHLER.

6. OPERATING AUTHORITY
   SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within KOHLER, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION
   SHEBOYGAN shall, at the request of KOHLER, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES
   Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE
   In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If KOHLER terminates this agreement, KOHLER will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect for 2020 or until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

Subject to KOHLER approval, SHEBOYGAN shall, on an annual basis, determine the local share responsibility for KOHLER. This amount will be based on the level of service desired by KOHLER for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to KOHLER for 2020 is **$13,366**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify KOHLER during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 4th DAY OF November, 2019.

VILLAGE OF KOHLER	CITY OF SHEBOYGAN
BY:	BY:
Name: Thomas R. Schnettler	Name:
Title: Village President	Title:
ATTEST:	ATTEST:
Name: Laurie Lindow	Name:
Title: Clerk-Treasurer	Title:

ATTACHMENT A

City of Sheboygan (Shoreline Metro) Service Agreement

Village of Kohler Level of Service

1. FIXED ROUTE - Weekdays (Monday through Friday)

Route	Daily Trips	Run Times	Headway	% Billed
20 North	4	5:45 a.m.	:60 min.	25%
		6:45 a.m.	:60 min.	25%
		11:15 a.m.	:60 min.	25%
		5:45 p.m.	:60 min.	25%
20 South	4	9:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%
		3:45 p.m.	:60 min.	25%
		7:45 p.m.	:60 min.	25%
Kohler Special	1	7:15 a.m.	:30 min.	100%

2. FIXED ROUTE - Saturdays

Route	Daily Trips	Run Times	Headway	% Billed
20 North	3	9:15 a.m.	:60 min.	25%
		12:15 p.m.	:60 min.	25%
		3:15 p.m.	:60 min.	25%
20 South	4	11:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%

3. PARATRANSIT - Weekdays (Monday through Friday)
   Service shall be provided from 5:45 a.m. to 8:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

4. PARATRANSIT - Saturdays
   Service shall be provided from 7:45 a.m. to 5:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

NOTES:

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.

ATTACHMENT B

City of Sheboygan (Shoreline Metro) Service Agreement
Current Schedule of Bus Fares and Media

Adult

Cash Fare.....$1.75 per trip
Token.....$13.00 (pack of 10)

Student

Cash Fare.....$1.75 per trip
Token.....$11.00 (pack of 10)

Senior Citizen/Disabled

Cash Fare.....$0.85 per trip
Punch Pass .....$8.50 (10 rides)

All Customers

Monthly Pass.....$48.00
Day Pass $3.00
Children Under 5 years of age .....FREE w/ Fare Paying Adult

NOTES:

- Children under 5 years of age may ride free when accompanied by a fare paying adult passenger.
- Students must be under high school age or younger enrolled full time at a primary or secondary school.
- Senior citizens and individuals with a disability may ride at the reduced fare upon presentation of proper identification recognized by Shoreline Metro. Identification cards are available for eligible disabled customers.
- Transfers between routes at the Transfer Station are available without charge. One transfer will be allowed for each paid fare. Transfers are for immediate use and cannot be used at any other location along the route.

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 124-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; 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

3.7

Res. No. 124 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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 powers
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the pro- visions of Section 106-54 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.

Finance + Personnel adopt.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.

James a Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 125-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; 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

3.8

Res. No. 125 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

Finance + Personnel adopt.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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 assessment

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 is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 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.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.

James A Bohre

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 FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 126-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; 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

3.9

Res. No. 126 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2019 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

Finance + Personnel adopt.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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 powers
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the pro- visions of Section 106-54 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.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.

James A Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 127-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; 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

310

Res. No. 127 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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 powers
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 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.

Finance/Personnel
adopt.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.

James A. Bohne

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 LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 16, 2019.

Your Committee to whom was referred Res. No. 129-19-20 by Alderpersons Sorenson and Mitchell authorizing the chief of police to enter into a Memorandum of Understanding between Public Safety Cadets and the Sheboygan Police Department for the purpose of participating in the youth mentorship program established by Public Safety Cadets; 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

3.12

Res. No. 129 - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 2, 2019.

A RESOLUTION authorizing the chief of police to enter into a Memorandum of Understanding between Public Safety Cadets and the Sheboygan Police Department for the purpose of participating in the youth mentorship program established by Public Safety Cadets.

RESOLVED: That the Chief of Police is hereby authorized to enter into a Memorandum of Understanding between Public Safety Cadets and the Sheboygan Police Department for the purpose of participating in the youth mentorship program established by Public Safety Cadets, a copy of which is attached, to insert the names of the persons he chooses to designate as the primary point of contact, lead mentor, and additional agency/organization mentors in Addendum A, and to sign the Memorandum of Understanding.

BE IT FURTHER RESOLVED: That the Common Council hereby authorizes the Chief of Police to make any necessary changes to Addendum A of the agreement at any time the Memorandum of Understanding remains in effect, with no need for further approval from the Common Council.

LHPS 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

MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE

SHEBOYGAN POLICE DEPARTMENT

INSERT NAME OF AGENCY/ORGANIZATION HERE

REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets, a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization, hereinafter referred to as "Participating Agency/Organization":

SHEBOYGAN POLICE DEPARTMENT

2. **BACKGROUND.** Public Safety Cadets (PSC) was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. Public Safety Cadets: Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety Training within the specified time period.
5. Providing facilities adequate for program participants to assemble and hold meetings and associated training on a regular basis with time and place reserved.
6. Abiding by the PSC Standard Operating Procedures. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
7. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
8. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a POC who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The agency/organization POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.

6. **LIABILITY**. PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.

7. **INTELLECTUAL PROPERTY**. Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.

8. **NO OBLIGATION OF FUNDS**. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.

9. **EQUIPMENT**. The Parties will use their own equipment and personnel to complete their portion of this MOU.

10. **REPORTING REQUIREMENTS**. The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.

11. **SETTLEMENT OF DISPUTES**. Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.

12. **OTHER PROVISIONS**. This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing with Public Safety Cadets.

14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may also discontinue its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

The foregoing represents the understanding reached by the Parties.

APPROVED BY:

_____ _____

Signature of agency/organization head or designee Date

_____

Printed Name/Title of agency/organization head or designee

_____ _____

Signature on behalf of Public Safety Cadets Date

_____

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

A. Kent Jefferies will serve as the primary POC for Public Safety Cadets. He may be contacted at: kjefferies@publicsafetycadets.org or by calling the national office at: 703-717-8168.

B. _____has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)
_____.

C. _____has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)
_____.

D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(*Add additional pages as necessary*)

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. December 16, 2019.

Your Committee to whom was referred Res. No. 131-19-20 by Alderpersons Wolf and Sorenson authorizing the emergency repair of an underground electrical feeder and related equipment at the Eighth Street Draw Bridge; 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

3.14

Res. No. 131 - 19 - 20. By Alderpersons Wolf and Sorenson.
December 2, 2019.

A RESOLUTION authorizing the emergency repair of an underground electrical feeder and related equipment at the Eighth Street Draw Bridge.

WHEREAS, while in the process of addressing the underground electrical feeder and related equipment at the Eighth Street Draw Bridge that feeds the west Hydraulic Power Unit, the City's contractor for that work - Pieper Electric, Inc. - determined that the underground electrical feeder had also failed between Alliant Energy's transformer and the main electrical panel that feeds the east Hydraulic Power Unit; and

WHEREAS, failure to repair this underground electrical feeder could result in further damage to the bridge's operating system, which would render the bridge inoperable; and

WHEREAS, while the necessary work constitutes public construction, as used in Wis. Stat. § 62.15(1), that would ordinarily require taking and receiving bids, because the failure of this underground feeder endangers the public welfare, Wis. Stat. § 62.15(1b) provides that public bidding is not necessary in order to promptly address the emergency created by this failure of the electrical feeder.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Pieper Electric, Inc. in substantially similar form to that attached, for repair of the underground feeder at the Eighth Street Draw Bridge.

Public Works adopt.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of $92,580.00 from Account No. 47833170-631100 (Bridges - Contracted Services) pursuant to the contract.

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

PIEPER POWER

PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

11-20-19

City of Sheboygan
Attention: Michael Willmas
2026 New Jersey Ave.
Sheboygan, WI 53081

Re: 8th Street Bridge Repair
Estimate #: 2146-MR-211b(4)

Michael,

We will provide the labor, material, tools and supervision to provide the following:

- Remove 1200 amp underground feeders from the CT cabinet to the MCC in the bridge hydraulic room. (East MCC and feeders)
- Excavate roadway at bridge abutment wall.
- Repair or replace 4" rigid conduits as necessary.
- Install new 4" expansion couplings under bridge.
- Install new 600 MCM, THHN feeders. (per NEC 2017 requirements)
- Install new concrete roadway where excavated.
- Terminate and test all equipment.

Budget price for replacing the East feeders... ... ...$92,580.00

Proposal Notes:

- If applicable, taxes have not been included in the pricing above.
- Price includes all work already completed.
- Roadway excavation and repairs have an included allowance of $20,000.00
- Traffic control by others.
- Any additional scope of work items beyond this proposal will incur additional costs.
- Price based on using the city's boat and operator for under bridge repairs.
- Actual work performed will be on a straight time basis.
- *Payment is to be made based on NET 30 days.*
- *If work is not completed by May 31st 2020, the remaining labor to complete this project will increase by 3%.*
- Pieper Electric, Inc. shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- Due to the volatility of the metals market, we reserve the right to re-quote material pricing beyond 30 days of this quote.
- Price does not include permit fee.
- Project will be invoiced at a Time and Material basis. Any pricing discussed or stated is a budgetary estimate only.

We thank you for giving us the opportunity of estimating this work, and should there be any questions, please do not hesitate to contact me at 414-522-6208.

Sincerely,

Mark Rautanen
Mark Rautanen
Pieper Electric, Inc.

NOTE: This proposal valid for 30 days, negotiable thereafter.

Date Accepted: _____

By: _____

PIEPERPOWER

PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. **PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. **CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. **ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. **INSURANCE.** Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. **ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. **SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. **PAYMENT.** Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. **JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. **CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. **WORK STOPPAGE.** Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. **DELAY.** Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. **DISPUTES.** These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. **WARRANTY.** Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. **CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. **ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. **PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. **IMPAIRMENT OF CREDIT.** If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. **HOLD HARMLESS.** Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. **WORKING HOURS.** Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

22. **GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. December 16, 2019.

Your Committee to whom was referred Res. No. 132-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate City officials to execute a Memorandum of Understanding with the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") regarding the terms and conditions of the City's financial support of the MPA from January 1, 2020 through December 31, 2024; 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

3.15

Res. No. 132 - 19 - 20. By Alderpersons Wolf and Sorenson. December 2, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") regarding the terms and conditions of the City's financial support of the MPA from January 1, 2020 through December 31, 2024.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Ellwood H. May Environmental Park Association of Sheboygan County, Inc., a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds pursuant to the amounts set forth in the Memorandum of Understanding from the Maywood - Contributions Acct. No. 10153110-590100 to the extent monies are appropriated in the budget each year.

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

Memorandum of Understanding

Between

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
and
City of Sheboygan

This Memorandum of Understanding ("MOU" or "Agreement") sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") and the City of Sheboygan ("City") regarding the City's financial support of the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park ("Maywood") since Maywood was established over 30 years ago. The City supports MPA's mission: "Fostering environmental stewardship through educational and outdoor experiences designed to connect our community with the natural world." One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties' understanding as to their respective obligations and responsibilities with respect to the Park Director position for Maywood. This MOU outlines the specific responsibilities for each party for the period of this Agreement. This MOU is intended to enhance the continued success of the Agreement, and facilitate the parties' future partnership, if so desired by the parties.

NOW THEREFORE, the City and MPA agree as follows:

Section 1

The above purpose and goals will be accomplished by undertaking the following activities:

a) MPA acknowledges that Maywood is a public City park and will continue to stay open free of charge to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
b) MPA agrees and understands that changes to land or facilities will first need the approval of the City.
c) MPA has established the position of Park Director for Maywood, and will keep that position in place for the duration of this Agreement.
d) The City agrees to contribute funding towards the salary of Maywood's Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows, each of which is subject to Council approval in the City budget on an annual basis:

(1) The City agrees to provide MPA funding at the beginning of each calendar year in the amount of $65,500.00 towards the salary for the Maywood Park Director.

(2) The Superintendent of Parks and Forestry agrees to seek a five percent (5%) increase in the annual funding provided to the MPA (to $68,775) for years 2021 – 2022 and an additional five percent increase in the annual funding provided to the MPA (to $72,213.75) for years 2023 – 2024. The actual amount provided to MPA will be determined yearly by the approved city budget.

(3) During the term of this Agreement, the City will provide the following services, equipment and supplies:

a. The City will pay for utilities at Maywood, including natural gas, electricity, telephone, internet, garbage collection, dumpster and sewer.

b. The City will provide restroom supplies of toilet paper, hand towels, cleaning supplies, soap, and garbage containers and liners.

c. The City will provide snow removal, lawn care, driveway maintenance, tree care, and signage.

d. The City will maintain the building and its structural integrity, including its heating, air conditioning, plumbing, electrical, and elevator. Additionally, the City will ensure elevator and fire extinguisher inspections occur on an appropriate schedule. The City will also provide water softener and salt service, and internal and exterior repairs.

(4) In the event that the City does not appropriate sufficient funds to meet its obligations under this Agreement, the City may terminate this MOU, and no penalty shall be imposed against the City.

e) The point of contact for the Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.

f) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the MPA Maywood Park Director position include, but are not limited to:

(1) Developing and maintaining positive working relationships with community educational leaders;

(2) Updating and developing the Maywood Master Plan, including facilities, plantings, trail design, and signage;

(3) Submitting the Maywood Master Plan to the City's Marina, Parks, and Forestry Commission for their review and approval;

(4) Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;

(5) Enforcing all safety standards as set forth by federal, state, and municipal laws; and

(6) Assuring compliance with all City ordinances.

(7) Attend and provide a Maywood Director's report at designated meetings of the City's Board of Marina, Park, and Forestry Commissioners.

g) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry.

h) MPA is expected to ensure the necessary janitorial responsibilities at Maywood are completed.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. City and MPA agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2024 (the "Term") unless modified or terminated by the parties by mutual agreement or terminated by the City due to non-appropriation of the necessary funds to fulfill the City's obligations. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the Term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2025.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such

other address as either party may give notice of from time to time in accordance with this section. For purposes of this Section, the City's address is:

City Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Nothing in this Section shall prevent normal communications between the City and Maywood.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

_____	_____
Mayor	Date
_____	_____
City Clerk	Date
_____	_____
Director of Public Works	Date

ELLWOOD H. MAY ENVIRONMENTAL PARK
ASSOCIATION OF SHEBOYGAN COUNTY, INC.:

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date

Memorandum of Understanding

Between

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
and
City of Sheboygan

This Memorandum of Understanding ("MOU" or "Agreement") sets forth the terms and understanding between the Ellwood H. May Environmental Park Association of Sheboygan County, Inc. ("MPA") and the City of Sheboygan ("City") regarding the City's financial support of the MPA.

Background

MPA and the City have engaged in extensive collaboration in the operation and programming activities of Maywood Environmental Park ("Maywood") since Maywood was established over 30 years ago. The City supports MPA's mission: "Fostering environmental stewardship through educational and outdoor experiences designed to connect our community with the natural world." One way that the City has supported the MPA is with financial support to aid in paying costs associated with the Maywood Park Director position.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties' understanding as to their respective obligations and responsibilities with respect to the Park Director position for Maywood. This MOU outlines the specific responsibilities for each party for the period of this Agreement. This MOU is intended to enhance the continued success of the Agreement, and facilitate the parties' future partnership, if so desired by the parties.

NOW THEREFORE, the City and MPA agree as follows:

Section 1

The above purpose and goals will be accomplished by undertaking the following activities:

a) MPA acknowledges that Maywood is a public City park and will continue to stay open free of charge to the public between the hours of 4 a.m. and 10 p.m., or as otherwise established by the Common Council of the City.
b) MPA agrees and understands that changes to land or facilities will first need the approval of the City.
c) MPA has established the position of Park Director for Maywood, and will keep that position in place for the duration of this Agreement.
d) The City agrees to contribute funding towards the salary of Maywood's Park Director position, as well as continue funding for upkeep of park facilities, maintenance, utilities and land management that would be considered normal annual City budgeted expenses for Maywood as a City park as follows, each of which is subject to Council approval in the City budget on an annual basis:

(1) The City agrees to provide MPA funding at the beginning of each calendar year in the amount of $65,500.00 towards the salary for the Maywood Park Director.
(2) The Superintendent of Parks and Forestry agrees to seek a five percent (5%) increase in the annual funding provided to the MPA (to $68,775) for years 2021 – 2022 and an additional five percent increase in the annual funding provided to the MPA (to $72,213.75) for years 2023 – 2024. The actual amount provided to MPA will be determined yearly by the approved city budget.
(3) During the term of this Agreement, the City will provide the following services, equipment and supplies:

a. The City will pay for utilities at Maywood, including natural gas, electricity, telephone, internet, garbage collection, dumpster and sewer.

b. The City will provide restroom supplies of toilet paper, hand towels, cleaning supplies, soap, and garbage containers and liners.

c. The City will provide snow removal, lawn care, driveway maintenance, tree care, and signage.

d. The City will maintain the building and its structural integrity, including its heating, air conditioning, plumbing, electrical, and elevator. Additionally, the City will ensure elevator and fire extinguisher inspections occur on an appropriate schedule. The City will also provide water softener and salt service, and internal and exterior repairs.

(4) In the event that the City does not appropriate sufficient funds to meet its obligations under this Agreement, the City may terminate this MOU, and no penalty shall be imposed against the City.

e) The point of contact for the Maywood Park Director with the City will be the City's Superintendent of Parks and Forestry.

f) The parties agree that MPA will be expected to continue providing youth and school education programs during the school year and summer camp programs. Other expectations of the parties for the MPA Maywood Park Director position include, but are not limited to:

(1) Developing and maintaining positive working relationships with community educational leaders;
(2) Updating and developing the Maywood Master Plan, including facilities, plantings, trail design, and signage;
(3) Submitting the Maywood Master Plan to the City's Marina, Parks, and Forestry Commission for their review and approval;
(4) Enthusiastically promoting Maywood throughout the community and promoting the City as a partner;
(5) Enforcing all safety standards as set forth by federal, state, and municipal laws; and
(6) Assuring compliance with all City ordinances.
(7) Attend and provide a Maywood Director's report at designated meetings of the City's Board of Marina, Park, and Forestry Commissioners.

g) Use of City caretaker employee will be under the direction of the Director of Public Works and the Superintendent of Parks and Forestry.

h) MPA is expected to ensure the necessary janitorial responsibilities at Maywood are completed.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. City and MPA agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives and will remain in effect until December 31, 2024 (the "Term") unless modified or terminated by the parties by mutual agreement or terminated by the City due to non-appropriation of the necessary funds to fulfill the City's obligations. If not earlier terminated as provided in Section 6 below, unless either party gives notice in writing to the other at least ninety (90) days prior to the end of the Term, this Agreement shall automatically be extended for an additional one year term; provided, however, that this Agreement shall not be automatically extended beyond December 31, 2025.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such

other address as either party may give notice of from time to time in accordance with this section. For purposes of this Section, the City's address is:

City Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Delivery shall be deemed effective upon personal delivery or deposit in the United States mail. Nothing in this Section shall prevent normal communications between the City and Maywood.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Mayor	1-9-2020 Date
City Clerk	1-9-2020 Date
Director of Public Works	1-8-2020 Date

ELLWOOD H. MAY ENVIRONMENTAL PARK ASSOCIATION OF SHEBOYGAN COUNTY, INC.:

	12/17/19 Date
	12/18/19 Date
	12/18/19 Date

II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. December 16, 2019.

Your Commission to whom was referred Res. No. 118-19-20 by Alderpersons Wolf and Donohue adopting the final River Bend Neighborhood Master Plan; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 10, 2019, and after due consideration, recommends to Common Council to receive the R. O. and adopt the Resolution.

reg

_____

CITY PLAN COMMISSION

III

3.1

Res. No. 118 - 19 - 20. By Alderpersons Wolf and Donohue.
December 2, 2019.

A RESOLUTION adopting the final River Bend Neighborhood Master Plan.

RESOLVED: That the Common Council hereby adopts the final River Bend Neighborhood Master Plan, a copy of which is attached hereto and incorporated herein.

James A. Bohren

City Plan 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

RIVER BEND NEIGHBORHOOD PLAN

CITY OF SHEBOYGAN

Source: Google

November 20, 2019

City of Sheboygan
spirit on the lake

GRāEF

EXECUTIVE SUMMARY

The River Bend Neighborhood Plan compiles an action plan of 12 recommendations related to the future growth and stability of the mixed-use neighborhood as the land use of several key sites transitions from industrial uses to commercial and residential. Upon approval by the Common Council, these recommendations may be used by the Council, city staff and departments or key community organizations to guide redevelopment opportunities in the neighborhood.

INFRASTRUCTURE

1. Provide streetscape amenities along N. 14th Street.
2. Improve pedestrian crossings on N. 14th Street.
3. Reconstruct N. Commerce Street.
4. Secure public access to and alongside Sheboygan River.
5. Support river activities inclusive of soft boat launches, non-motorized recreation, and cross-river connections.

REDEVELOPMENT

1. As opportunities present themselves, consider amending zoning and future land use maps for River Bend neighborhood.
2. Support development opportunities at catalytic sites within neighborhood.

HOUSING POLICY & PROGRAMS

1. Encourage rehabilitation of River Bend's one- and two-family housing stock to boost curb appeal, property values, property maintenance, and neighborhood confidence.
2. Support the ongoing rehabilitation of the commercial properties in River Bend.
3. Facilitate historic rehabilitation and adaptive retrofits of the existing structures - residential and commercial in River Bend.
4. Identify and capitalize on opportunities to create coworking, start-up incubator and/or live-work spaces.

▲ Historic aerial image of the neighborhood.

NEIGHBORHOOD GOALS

1 SUPPORT REDEVELOPMENT OPPORTUNITIES

A. Invest in infrastructure to support catalytic projects

B. Establish appropriate areas for mixed-use and higher density land uses

2 CREATE SAFE AND ATTRACTIVE NEIGHBORHOOD CONNECTIVITY

A. Provide streetscape amenities

B. Implement traffic calming measures

C. Expand existing pedestrian and bicycle network with connections across Sheboygan River

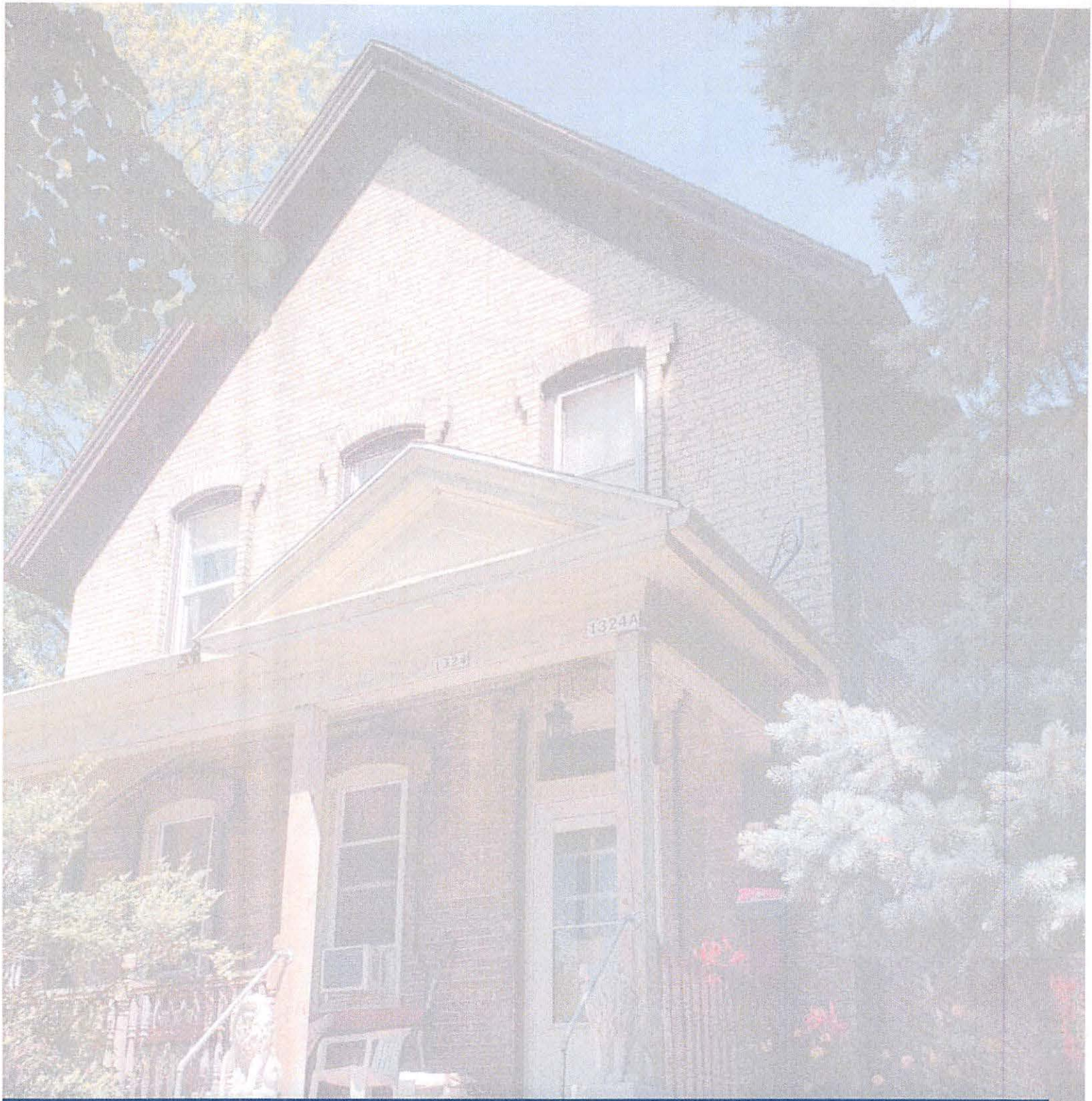
3 ATTRACT INVESTMENT AND SENSE OF PRIDE IN THE NEIGHBORHOOD

A. Provide programs and resources for property owners

B. Promote homeownership

4 ESTABLISH A NEIGHBORHOOD IDENTITY

A. Combine the existing natural and built environment character with future redevelopment and infrastructure improvements to create a unique neighborhood look and feel



CHAPTER 1

INTRODUCTION AND CONTEXT

Source: GRAEF

INTRODUCTION

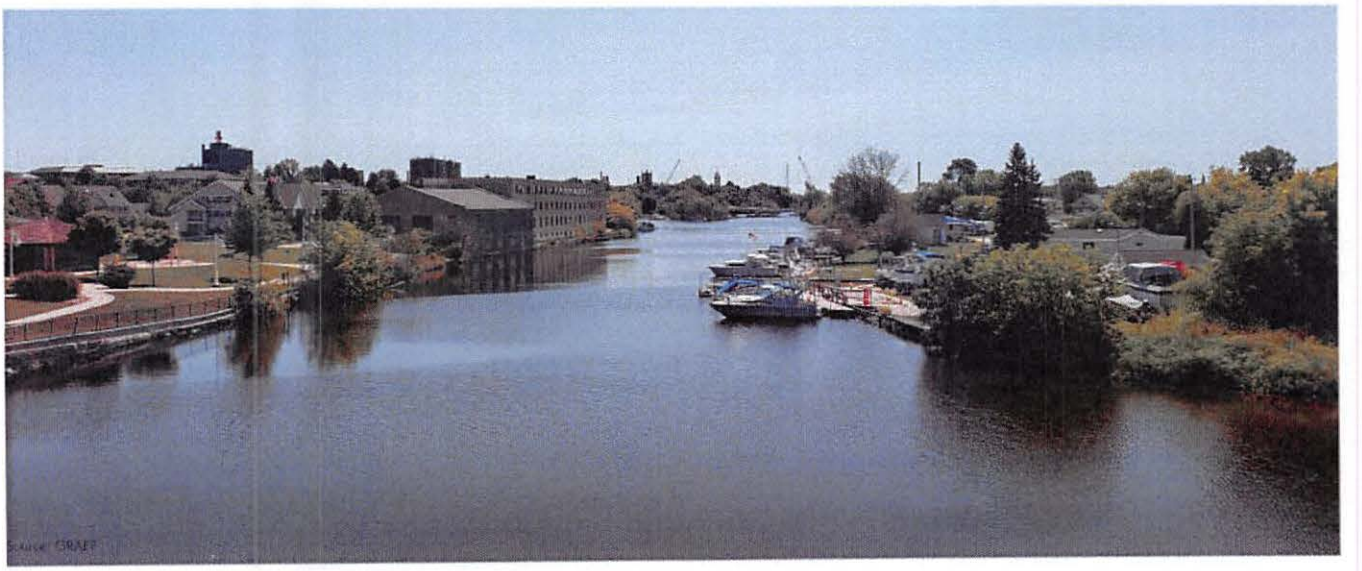
The River Bend neighborhood has undergone changes of late, seeing the decline of industrial uses along the Sheboygan River and an interest in redevelopment. The City of Sheboygan commissioned this master plan to provide a tool to guide the changes underway, provide support for the residential neighborhood, provide guidance on regulations to support the future vision, unlock riverfront opportunities, and re-imagine the riverfront.

The River Bend neighborhood is defined as the area south of the Sheboygan River and north of Pennsylvania Avenue for the purposes of this report. N. 14th Street runs north-south and carries over 16,000 vehicles per day on average, and is one of the most highly-trafficked corridors in the city. This gives the area high visibility but also creates a condition where a major four-lane arterial bisects a single-family residential neighborhood. From a multi-modal standpoint this neighborhood is one of the most connected in the city, boasting a multi-purpose trail that connects to the regional Interurban Trail just across the river, connected by a trestle bridge. The Shoreline Metro bus system provides bus service to amenities with Route 10 North, and it is a short 5-minute walk across the Pennsylvania Avenue bridge to be in the heart of downtown.

The area that is undergoing significant change is the industrial edge of the river along N. Commerce Street. The former Mayline plant recently ceased operations. This facility creates a major impression as it dominates almost 800 feet of river frontage. The City of Sheboygan Redevelopment Authority recently acquired three parcels along the river adjacent to the plant, creating a redevelopment opportunity site of 4.5 acres. In addition, there are several vacant or underutilized properties in proximity to this site. The N. Commerce Street corridor has a turn-of-the century industrial feel, with its brick roadway, industrial brick buildings, arch-topped windows, and faded painted signs on the sides of buildings.

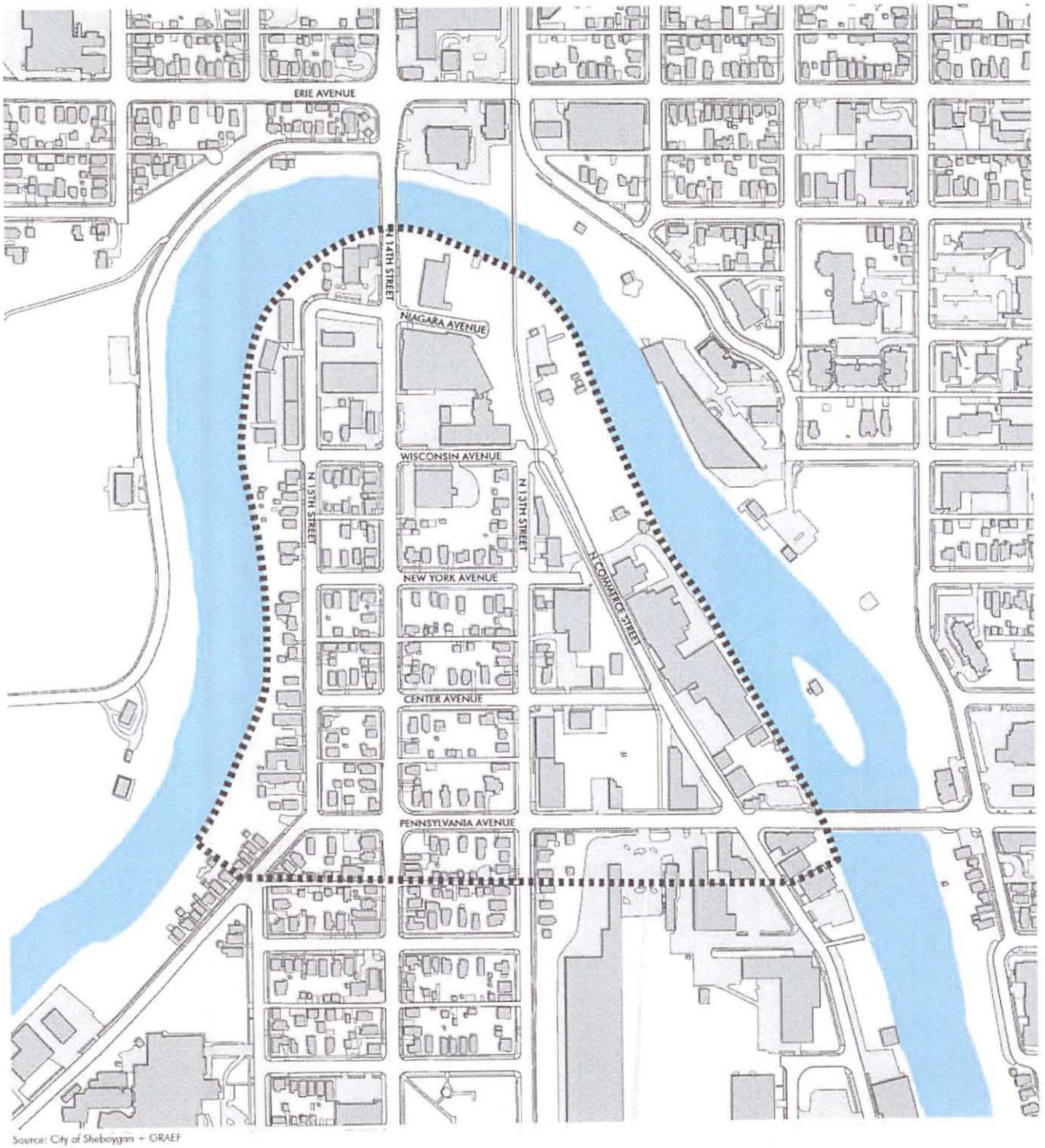
The process involved two public meetings to listen and share ideas with the neighborhood residents, property owners and business owners. The information generated at the meetings are contained within the Community Feedback section and have been integrated into the vision and goals of this plan. Additional data collection and technical support came from the City of Sheboygan.

Following a brief discussion of the context, this plan includes background and details on each of the 12 recommendations in infrastructure, redevelopment and housing. Together, it creates a new vision for a dynamic riverfront community with a neighborhood commercial mix and a variety of housing types to welcome home a diversity of residents.



Neighborhood Map

Neighborhood Map: Existing Streets, Buildings, and Parking

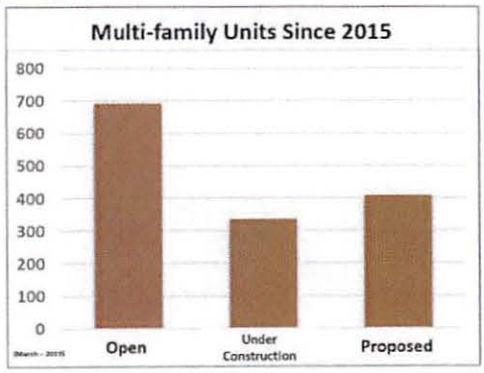


Source: City of Sheboygan + GRAEF

Sheboygan and Surrounding Community Amenities

LEGEND

- Housing
- Retail / Commercial
- Medical
- Employment



Source: Sheboygan County Economic Development Corporation

Demographic Trends

Key Facts

River Bend Neighborhood

325
Population

30.4
Median Age

2.7
Average Household Size

$31,807
Median Household Income

City of Sheboygan

49,550
Population

38.0
Median Age

2.4
Average Household Size

$47,950
Median Household Income

Business

24
Total Businesses

268
Total Employees

2,016
Total Businesses

32,476
Total Employees

Income

$31,807
Median Household Income

$14,203
Per Capita Income

$13,545
Median Net Worth

$47,950
Median Household Income

$24,737
Per Capita Income

$63,077
Median Net Worth

Race & Ethnicity

River Bend Neighborhood					City of Sheboygan			
Census 2010		2019			Census 2010		2019	
Number	Percent	Number	Percent	**Race and Ethnicity**	Number	Percent	Number	Percent
220	65.9%	190	58.6%	White Alone	40,897	82.6%	38,490	77.7%
12	3.6%	16	4.9%	Black Alone	887	1.8%	1,335	2.7%
7	2.1%	9	2.8%	American Indian Alone	246	0.5%	295	0.6%
58	17.4%	66	20.4%	Asian Alone	4,447	9.0%	5,493	11.1%
0	0.0%	0	0.0%	Pacific Islander Alone	12	0.0%	17	0.0%
28	8.4%	32	9.9%	Some Other Race Alone	1,770	3.6%	2,197	4.4%
9	2.7%	11	3.4%	Two or More Races	1,259	2.5%	1,724	3.5%
64	19.2%	73	22.5%	Hispanic Origin (Any Race)	4,870	9.8%	5,978	12.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019

Education

River Bend Neighborhood

10% No High School Diploma

54% High School Graduate

27% Some College

9% Bachelor's/Grad/Prof Degree

City of Sheboygan

9% No High School Diploma

38% High School Graduate

32% Some College

21% Bachelor's/Grad/Prof Degree

Employment

River Bend Neighborhood

52% White Collar

39% Blue Collar

9% Services

5.2% Unemployment Rate

City of Sheboygan

49% White Collar

35% Blue Collar

16% Services

3.7% Unemployment Rate

Households by Income

River Bend Neighborhood

Households By Income

The largest group: $25,000 - $34,999 (35.0%)

The smallest group: $150,000 - $199,999 (0.0%)

Indicator	Value	Difference
<$15,000	14.2%	+7.3%
$15,000 - $24,999	9.2%	+0.2%
$25,000 - $34,999	35.0%	+23.2%
$35,000 - $49,999	22.5%	+8.9%
$50,000 - $74,999	13.3%	-8.5%
$75,000 - $99,999	4.2%	-11.9%
$100,000 - $149,999	2.5%	-10.8%
$150,000 - $199,999	0.0%	-4.4%
$200,000+	0.0%	-3.1%

Bars show deviation from Sheboygan County

City of Sheboygan

Households By Income

The largest group: $50,000 - $74,999 (22.3%)

The smallest group: $200,000+ (1.3%)

Indicator	Value	Difference
<$15,000	9.5%	+2.6%
$15,000 - $24,999	11.9%	+2.9%
$25,000 - $34,999	14.3%	+2.5%
$35,000 - $49,999	15.9%	+2.3%
$50,000 - $74,999	22.3%	+0.5%
$75,000 - $99,999	13.2%	-2.9%
$100,000 - $149,999	9.5%	-3.8%
$150,000 - $199,999	2.1%	-2.3%
$200,000+	1.3%	-1.8%

Bars show deviation from Sheboygan County

Source: This infographic contains data provided by Esri, Esri and Infogroup. The vintage of the data is 2019.

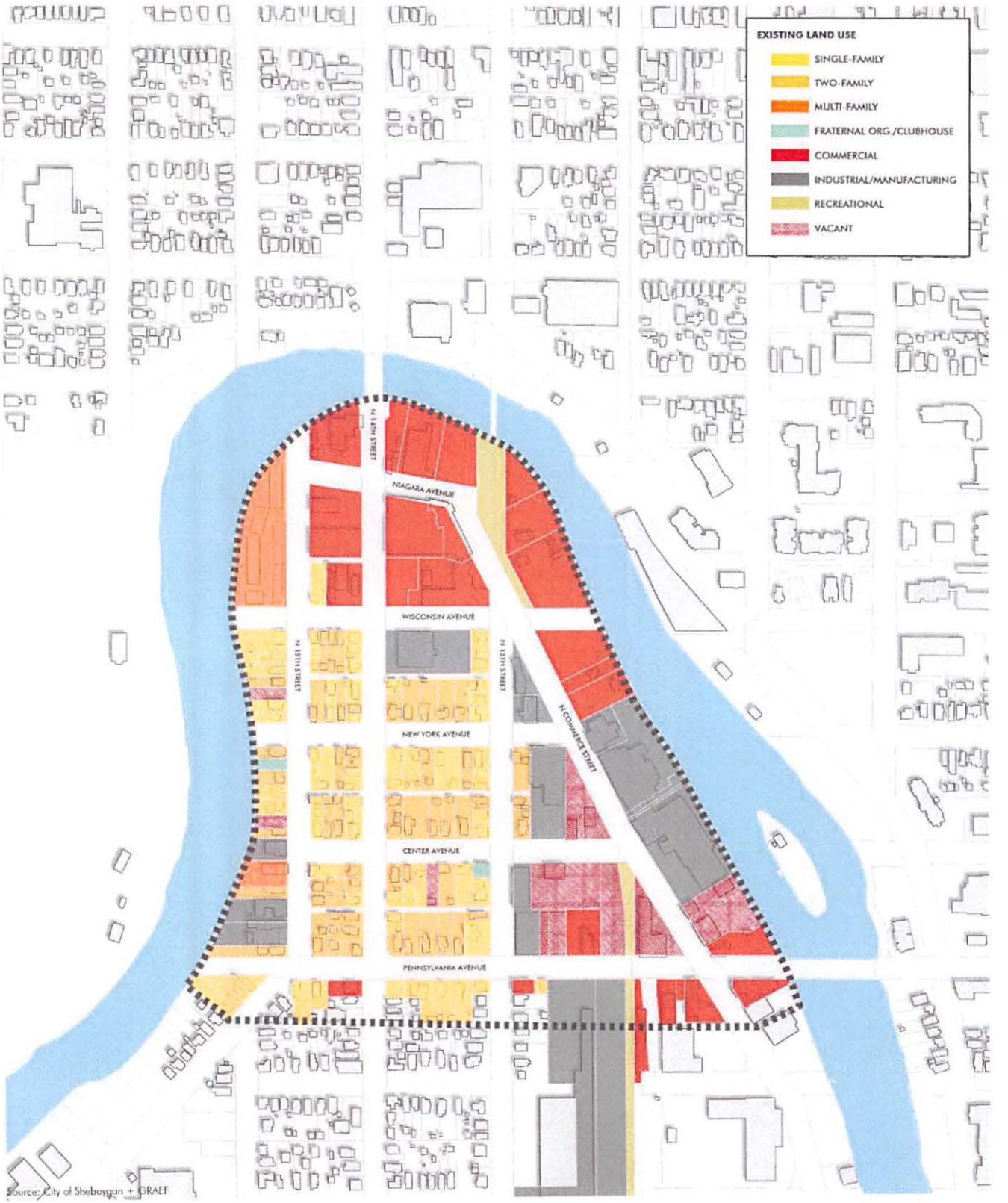
Housing Tenure & Status

River Bend Neighborhood / City of Sheboygan

Census 2010		2019			Census 2010		2019	
Number	Percent	Number	Percent	Housing Units by Occupancy	Number	Percent	Number	Percent
142	100.0%	142	100.0%	Total Housing Units	142	100.0%	142	100.0%
122	85.9%	120	84.5%	Occupied	122	85.9%	120	84.5%
50	35.2%	45	31.7%	Owner	50	35.2%	45	31.7%
72	50.7%	75	52.8%	Renter	72	50.7%	75	52.8%
20	14.1%	22	15.5%	Vacant	20	14.1%	22	15.5%

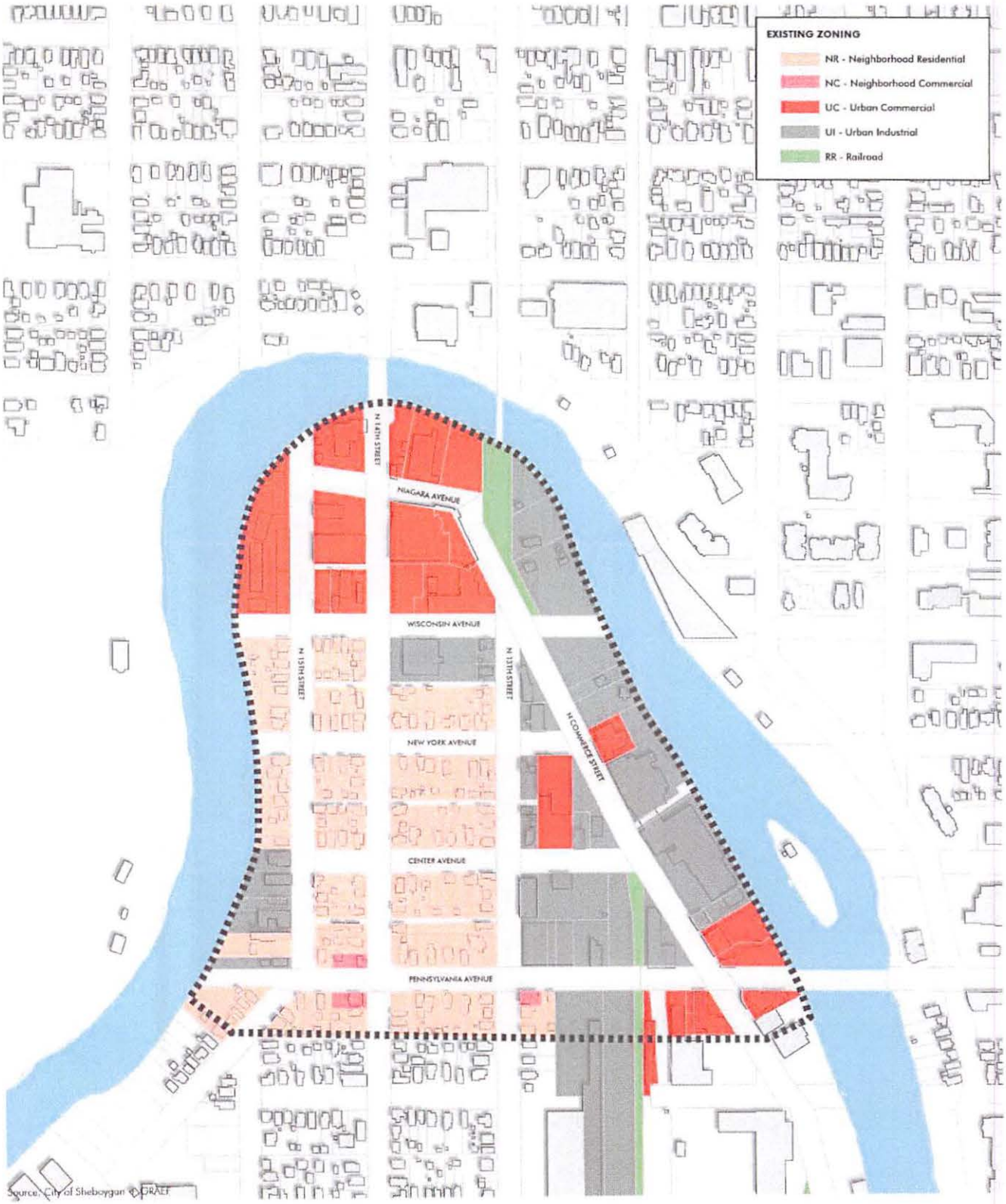
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019

Neighborhood Existing Land Use

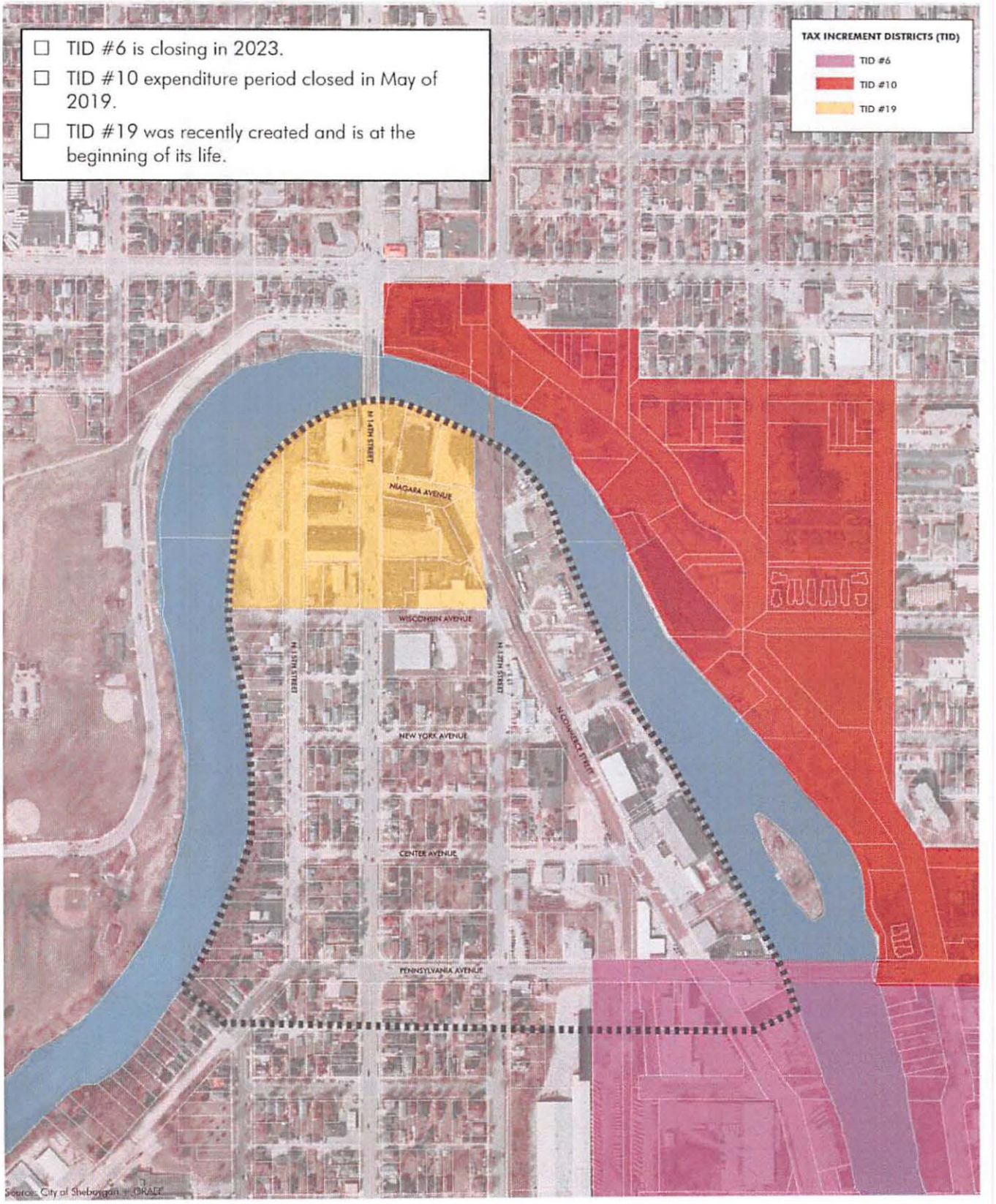


Source: City of Sheboygan + GRAEF

Neighborhood Existing Zoning

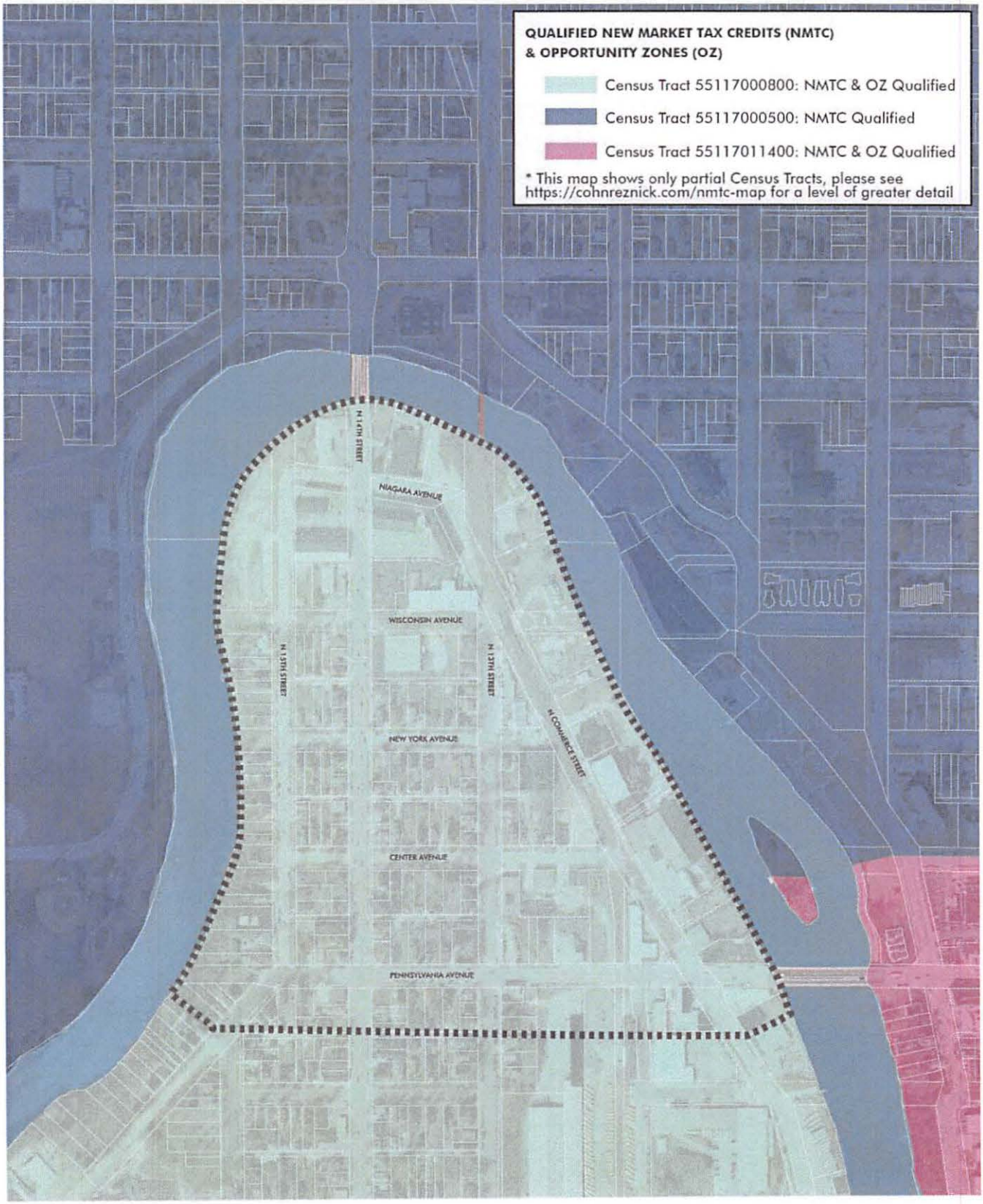


Current Tax Increment Districts



- ☐ TID #6 is closing in 2023.
- ☐ TID #10 expenditure period closed in May of 2019.
- ☐ TID #19 was recently created and is at the beginning of its life.

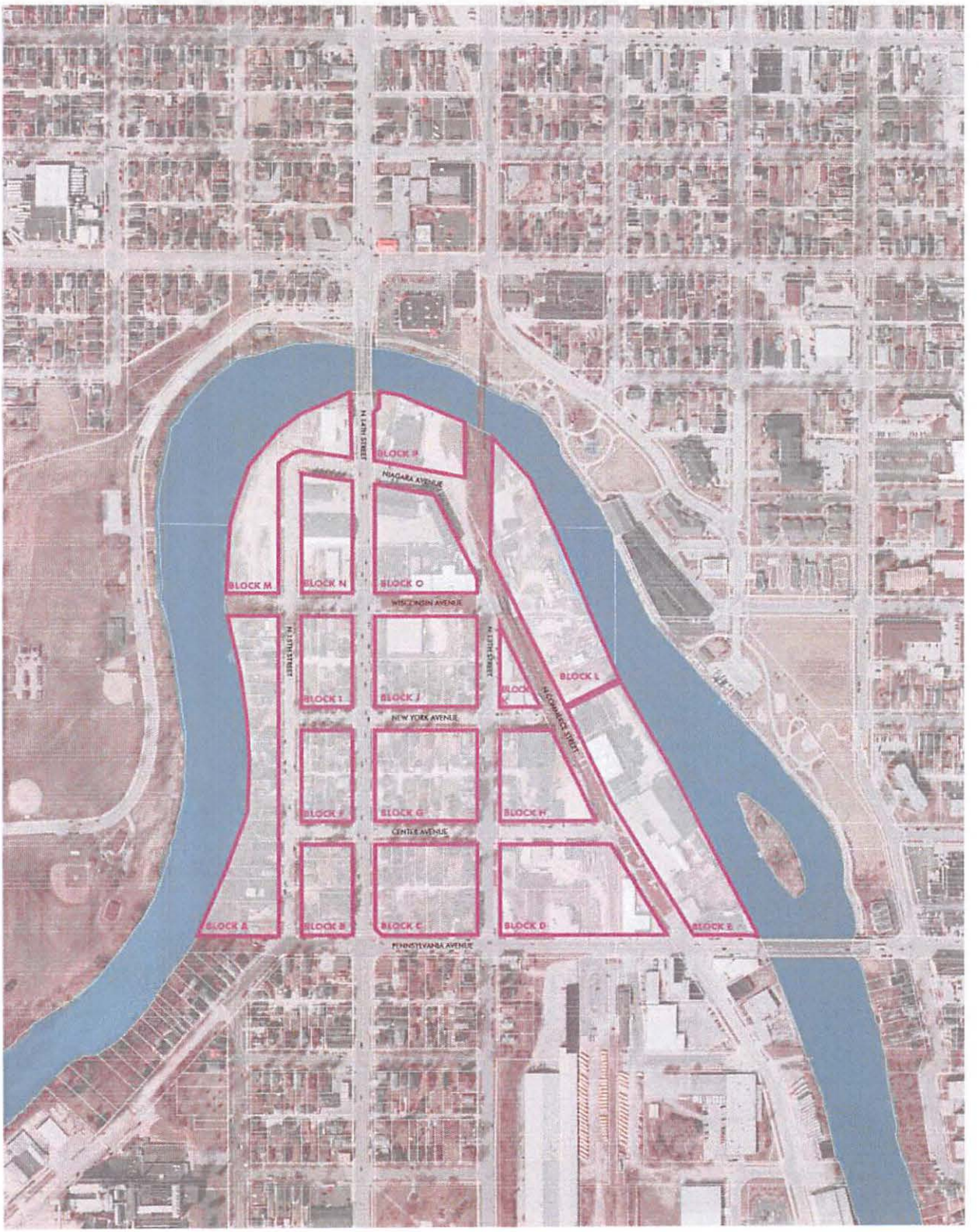
New Market Tax Credit & Opportunity Zone Qualified Census Tracts



CHAPTER 2

COMMUNITY FEEDBACK

Source: GRAEF



BLOCK IDENTIFICATION

RIVER BEND NEIGHBORHOOD REDEVELOPMENT PLAN

05.29.2019

GRÄEF

COMMUNITY FEEDBACK

The planning process for the River Bend Neighborhood Plan included a public process to receive feedback and share potential ideas for the future of the River Bend neighborhood. This included two community meetings on June 20, 2019 where 22 local residents and property owners attended. The final draft plan was shared with the community on August 22, 2019 where 12 neighborhood stakeholders attended. The following pages include a summary of comments received from neighborhood stakeholders. This feedback has been integrated into the recommendations for the River Bend neighborhood in this Plan.

▲ Community members gather in Kiwanis Park on August 22, 2019 to review the draft Plan and share feedback

General

- ☐ Invest in infrastructure first
- ☐ Provide rowing and kayaking infrastructure (soft launch and river trail amenities)
- ☐ Provide residential units for working class, low income families/individuals (meet growing needs for rental housing)
- ☐ Provide streetscaping amenities and traffic calming measures to bring more identity to N. 14th Street and improve connectivity and walkability
- ☐ Slow traffic through the neighborhood in general
- ☐ Consider dedicating a percentage of affordable units
- ☐ Small pocket park needed (perhaps a riverwalk / linear park on the east side could serve this role)

North End (Blocks M, N, O, P)

- ☐ Pedestrian crosswalk enhancements at Niagara Avenue and N. 14th Street – issues with the intersection at peak times (and with the technical campus moving in, there will be increased interest in crossing N. 14th Street to get to the coffee shop)
- ☐ Niagara Avenue is narrow with parked cars – sometimes congested when trying to travel eastbound and turn left
- ☐ Shared parking between coffee shop and property south of Niagara Avenue – eliminate street parking on Niagara Avenue?
- ☐ Enhance artist and small business space in underutilized buildings

East Side / N. Commerce Street (Blocks K, L, H, D, E)

- ☐ Opportunity for higher density multifamily housing along the river (all sites) with some experiential retail / commercial if appropriate. (Note: experiential retail is a retail space that offers amenities beyond a typical shopping experience such as a cafe, music, or demonstrations.)
- ☐ Make the east side walkable to open access to the river and connect to the pedestrian bridge off of N. Commerce Street and further south to continue to Riverwalk
- ☐ Consider the historical value in block E (suitable for redevelopment or floors forgone and ceilings too low?)
- ☐ Contamination on Block D
- ☐ Island off of Block E – what can be done here in coordination with the existing club that manages the island
- ☐ Housing accessible to all communities – poor, working-class, undocumented, youth
- ☐ Create a riverwalk/linear park area

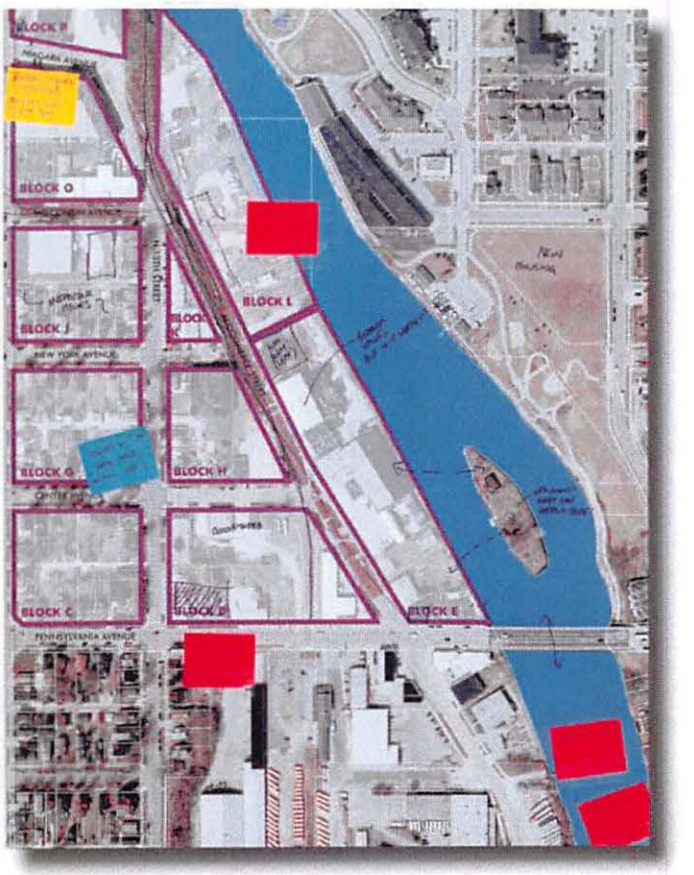
Center Core of River Bend (Blocks I, J, F, G, B, C)

- ☐ Physical improvements desired for houses and yards
- ☐ Market existing resources to property owners to make improvements
- ☐ Code enforcement to bring up quality of housing stock
- ☐ Consider an exterior home improvement program for the neighborhood
- ☐ Center Avenue needs improvement
- ☐ Traffic calming on N. 14th Street to aid with street crossing and slow traffic for commercial

West Side / N. 15th Street (Blocks M & A)

- ☐ Traffic calming on N. 15th Street to slow traffic
- ☐ Enhance intersection of N. 15th Street and Pennsylvania Avenue to improve safety
- ☐ Create a raised intersection along N. 15th Street to calm traffic that cuts through the neighborhood here

▼ Feedback by community stakeholders are detailed in the summary of this section.



CHAPTER 3

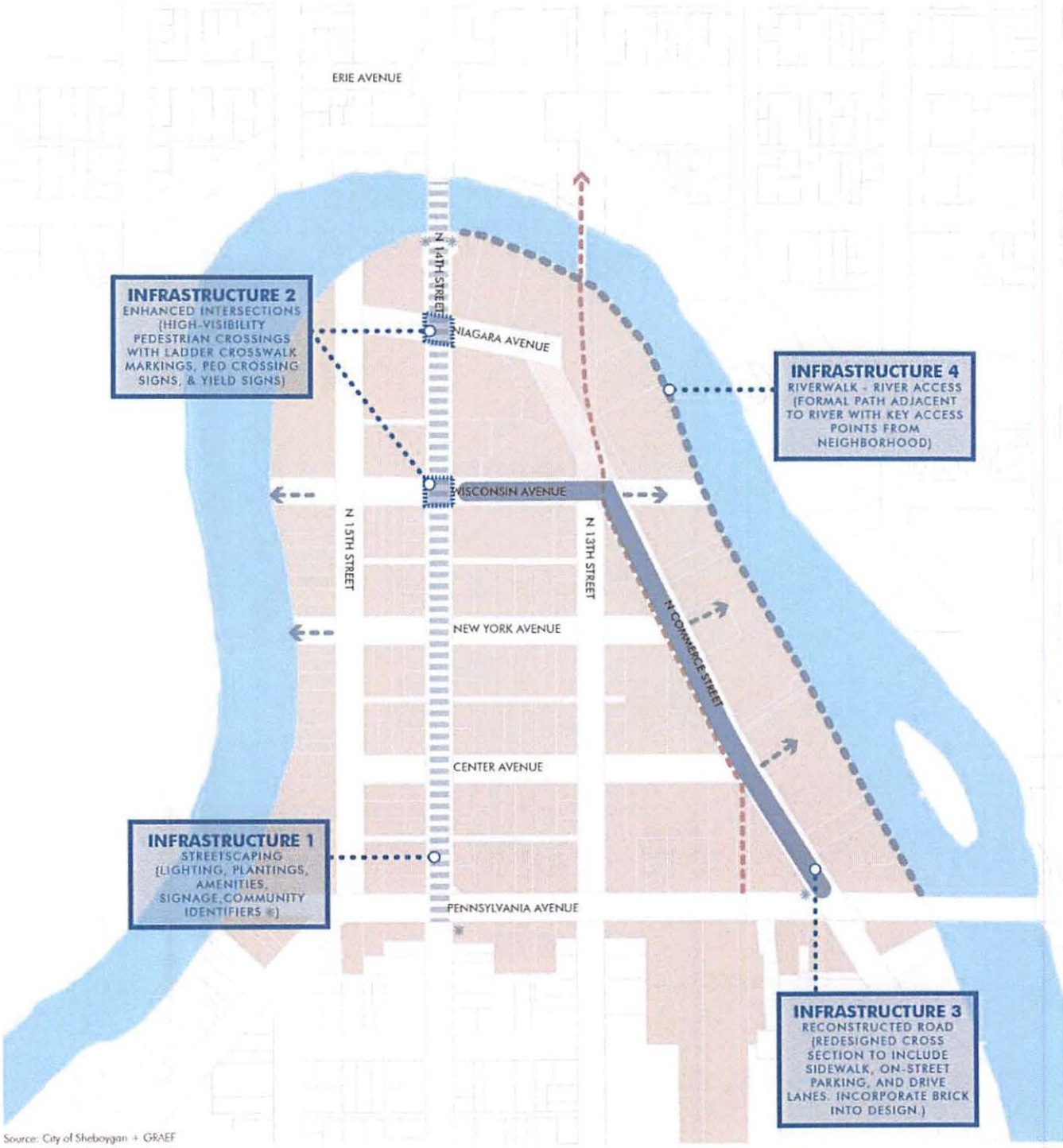
INFRASTRUCTURE INVESTMENTS

Source: GRAEF

CHAPTER 3: INFRASTRUCTURE INVESTMENTS

RECOMMENDATIONS

INFRASTRUCTURE INVESTMENTS



Source: City of Sheboygan + GRAEF

Project 3.1
Streetscaping

Streetscape design is a critical tool that can be used to improve the overall appearance of a neighborhood. Implementation of streetscape elements along N. 14th Street would create the largest impact because of its high visibility. Streetscape elements such as decorative LED lighting and poles, banners, planters, seating, kiosks, litter receptacles, and other amenities should be explored for possible placement along N. 14th Street.

Additionally, community identifiers should be explored for the neighborhood. These are sculptural elements within a streetscape that seek to bring a unique identity to an area or corridor. Community identifiers can come in a variety of scales from large, gateway markers to smaller elements such as pole banners. In an effort to mark the key entrances into the River Bend Neighborhood, gateway markers could be located at the north and south ends of N. 14th Street. Gateway markers may also serve as gathering places for pedestrians. An example of this could be at the southeast corner of N. 14th Street and Pennsylvania Avenue. A small, city-owned space exists that could house a gateway marker, seating elements, and plantings.

- Community identifier examples that combine gateway signage with landscape and seating elements (top two images); Streetscape amenities can be focused at each intersection along N. 14th Street that could include plantings, specialty paving, benches, and litter receptacles (bottom image example).

Project 3.2

Crossing Enhancements on N. 14th Street

N. 14th Street is the prominent infrastructure element within the River Bend neighborhood. The roadway is a principal arterial, a designated state highway (STH 28), and sees an average daily traffic count of over 16,000 vehicles (2017 AADT). The roadway runs north-south through the entire neighborhood and acts as a physical barrier between the east and west sides. The highway is a 4-lane configuration with no on-street parking. While the posted speed limit is 25 MPH, community feedback identified speeding as a commonality along the roadway.

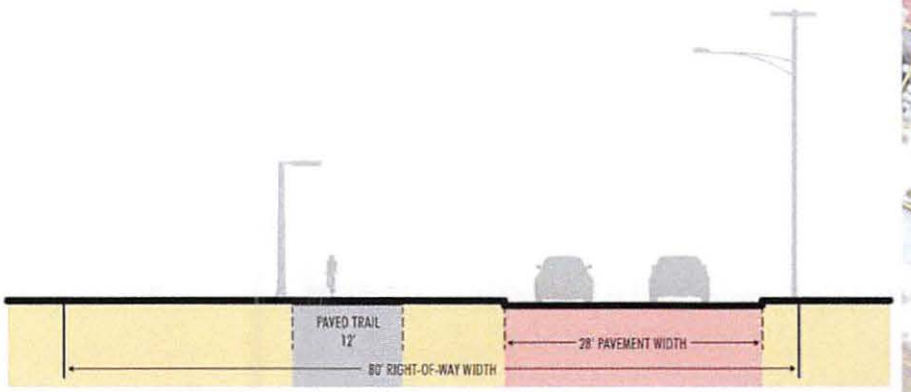
The state highway designation makes physical traffic calming interventions such as curb bump outs, raised intersections, or intersection medians unlikely. The city should implement high-visibility pedestrian crossings at the intersections of Niagara Avenue and Wisconsin Avenue. The images included on this page identify ladder crosswalk markings combined with Manual on Uniform Traffic Control Devices (MUTCD) recommended signage for pedestrian crossings.

▲ Signage to locate at Wisconsin Avenue and Niagara Avenue along with ladder crosswalk markings as shown in the aerial map to the right.

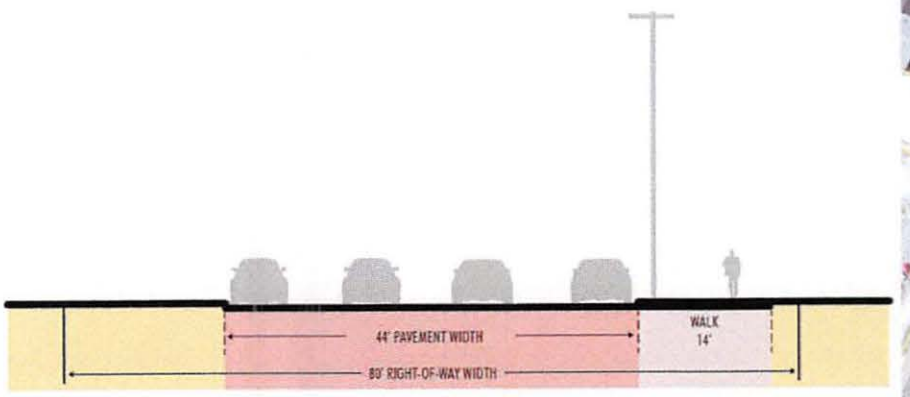
Project 3.3

N. Commerce Street

The images included on this page show the existing configuration of N. Commerce Street. The existing cross section varies along the entire stretch of the roadway, with portions of the paved area wider than others, sidewalks/walking paths in some areas and not others, and sporadic lighting placement. The road itself includes remnants of brick pavers, but the entire roadway surface is in dire need for a complete reconstruction. With the proposed land use changes identified in this plan surrounding N. Commerce Street, investment should be made to reconstruct the roadway as a complete street with clear delineation of pedestrian, bicycle, and vehicular elements. The city should explore the existing overhead utility lines and the possibility of burying the lines as part of the roadway reconstruction. The following pages show proposed cross-sections and possible brick paver solutions for the redesigned roadway.

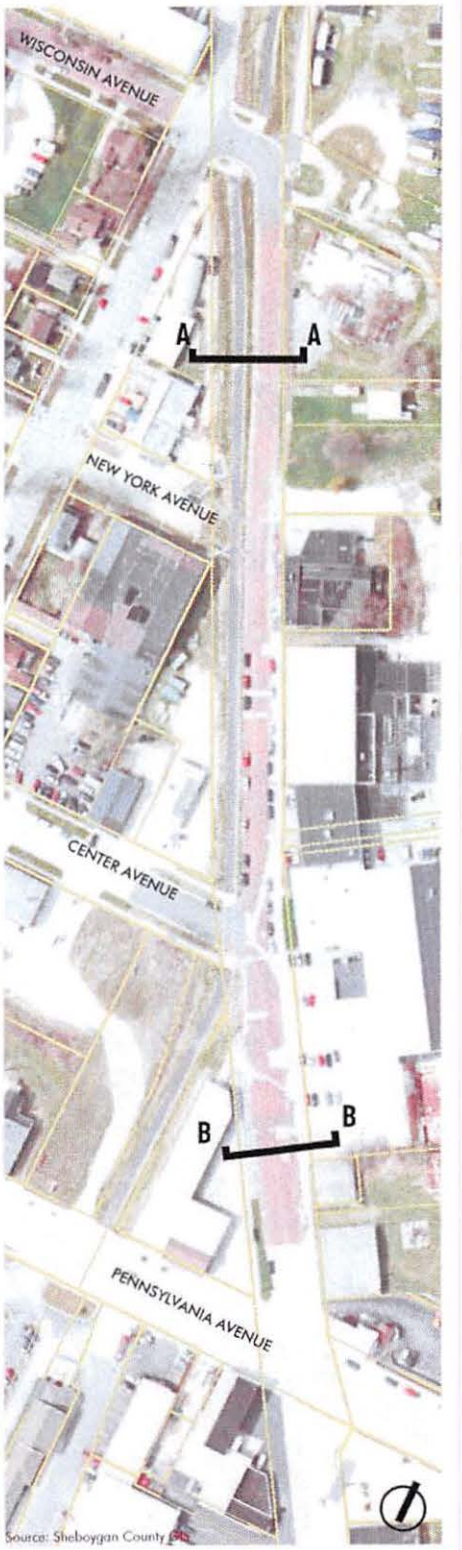


▲ Existing cross section of N. Commerce Street (AA)

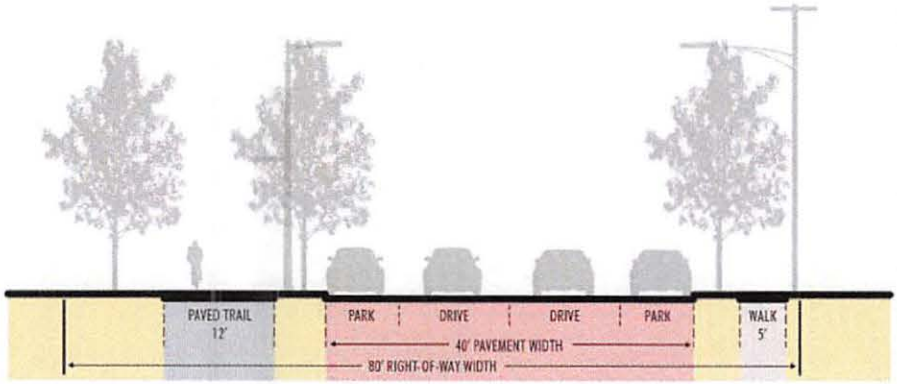


▲ Existing cross section of N. Commerce Street (BB)

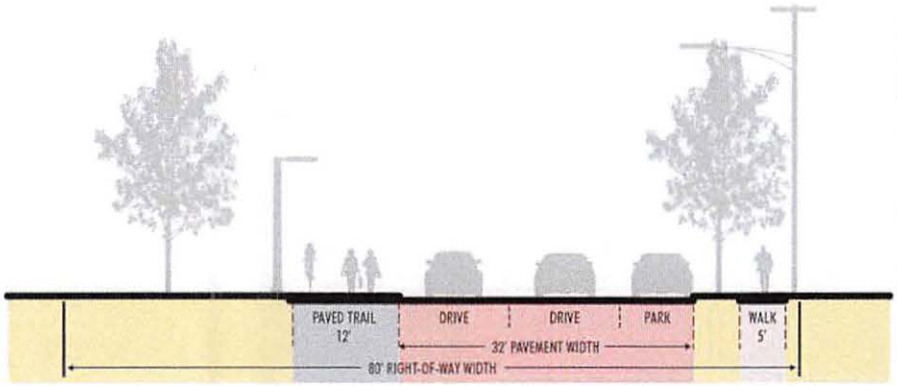
Source: GRAEF



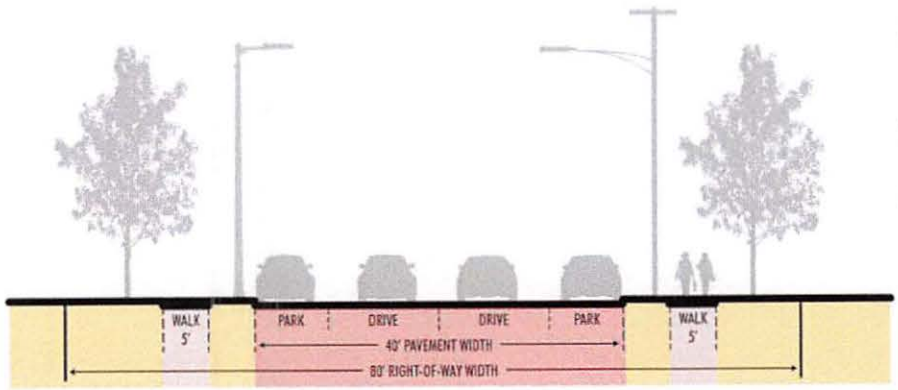
Source: Sheboygan County



▲ Proposed cross section of N. Commerce Street (AA)
Alternate 1: Shift trail west to accommodate on-street parking lane

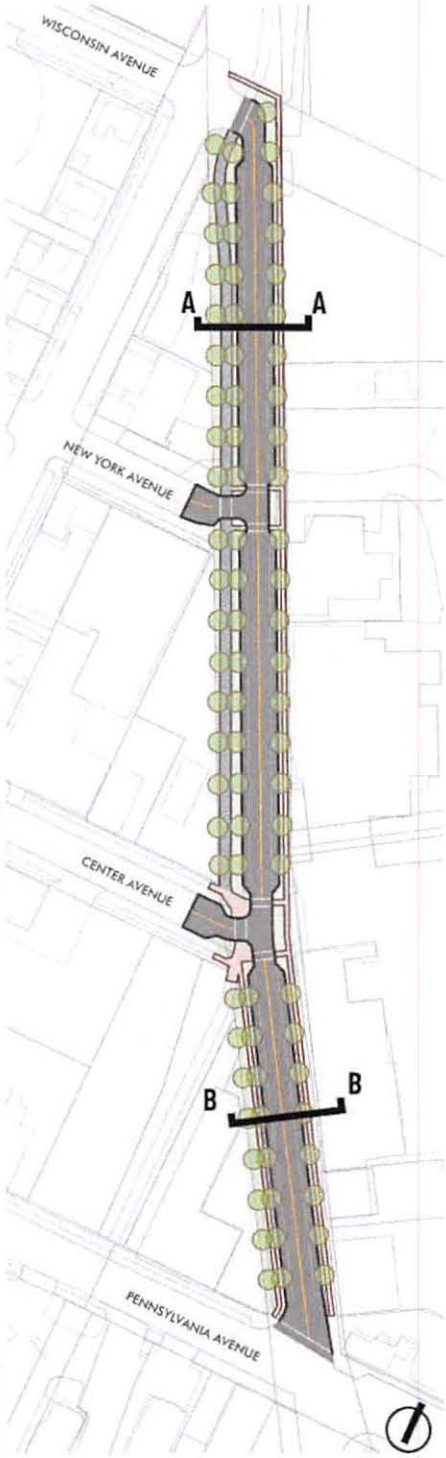


▲ Proposed cross section of N. Commerce Street (AA)
Alternate 2: Retain trail in existing location



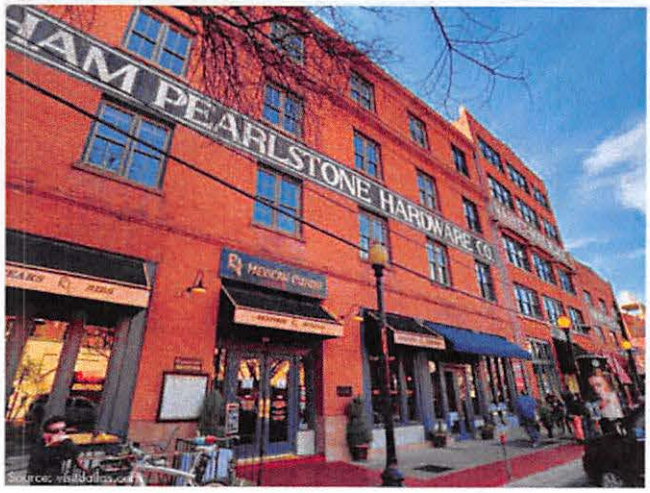
▲ Proposed cross section of N. Commerce Street (BB)

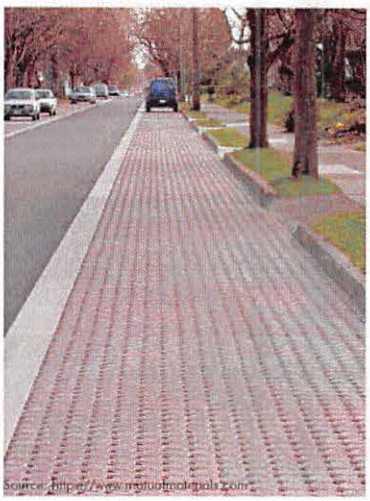
Source: GRAEF



▲ Proposed design of N. Commerce Street

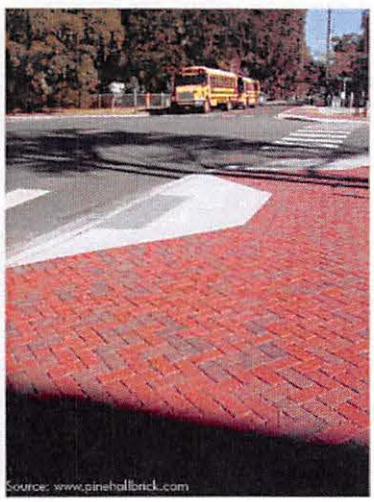
- Brick paver sidewalk solution. Existing brick from N. Commerce Street could be re-used for new sidewalks.





- Brick paver on-street parking lane solution. Existing brick from N. Commerce Street could be re-used within the roadway parking areas.

- Brick paver intersection solution. Existing brick from N. Commerce Street could be re-used for new intersections including crosswalks or pedestrian landings.



Project 3.4

River Access & Riverwalk on East Side

The River Bend neighborhood is positioned with ample riverfront opportunities along the Sheboygan River. Connections within the city, and along a larger multi-jurisdictional trail, exist with the Shoreland 400 Rail Trail and the Interurban Trail, both former rail corridors. In addition, the riverfront along the catalytic sites provides an opportunity to create a riverfront loop from Pennsylvania Avenue to the trestle bridge. This new riverwalk would have a more urbanized design language creating a more formal experience. This is in contrast to other more park-like riverfront experiences in other parts of the city. This new riverwalk would create an amenity space, connect the new residential neighborhood into the downtown, and have a unique design aesthetic in keeping with this new, vibrant neighborhood.

The Shoreland 400 Rail Trail runs through the River Bend neighborhood along N. Commerce Street. The trail is a 12′ wide multi-purpose trail constructed on a former rail corridor that runs from Pennsylvania Avenue and crosses the Sheboygan River on a rail trestle bridge. From there it continues as far north as North Avenue. This link connects neighborhoods, employers and entertainment destinations, and a southern expansion is planned.

The Sheboygan Interurban Trail lies across the Sheboygan River from the neighborhood. The trail runs along the lakefront, through downtown, and along the river across from River Bend in segments of on-road and off-road facilities. The trail spans from the Ozaukee-Sheboygan County line, and connects Kohler, Sheboygan Falls, and Plymouth.

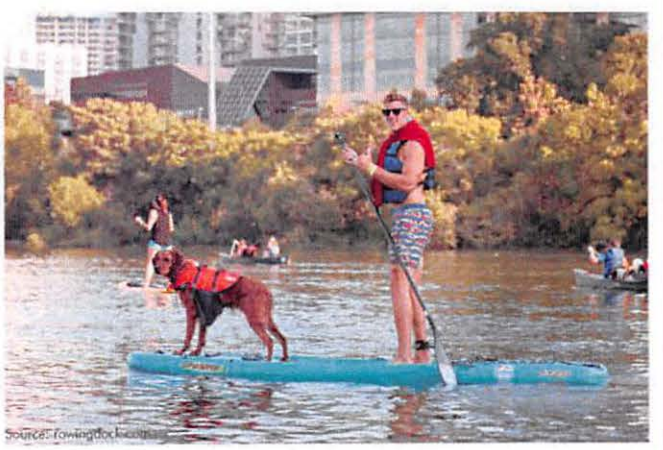
Project 3.5

River Activities

Non-motorized river recreation is a growing activity in urban environments. Residents and tourists are interested in exploring cities via river transportation. Outdoor companies are capitalizing on this demand through kayak, canoe, paddleboard, and paddle boat rental opportunities in different cities. The River Bend neighborhood should look to support non-motorized river activities at multiple public access points in the neighborhood. This should include the provision of a soft boat launch on the east side of the neighborhood, possibly within the Wisconsin Avenue publicly-owned right-of-way (ROW) east of N. Commerce Street.

Additionally, the River Bend neighborhood is in close proximity to city parks, but is physically separated from them by the Sheboygan River. Non-motorized boats such as kayaks and paddleboards could serve as a way for residents to access parks from the neighborhood. Another solution to explore is a chain ferry.

▲ Non-motorized chain ferry example



▲ Non-motorized recreation activities including soft boat launch, kayaking, and paddleboarding.

CHAPTER 4

REDEVELOPMENT OPPORTUNITIES

Source: GRAEF

CHAPTER 4: REDEVELOPMENT OPPORTUNITIES

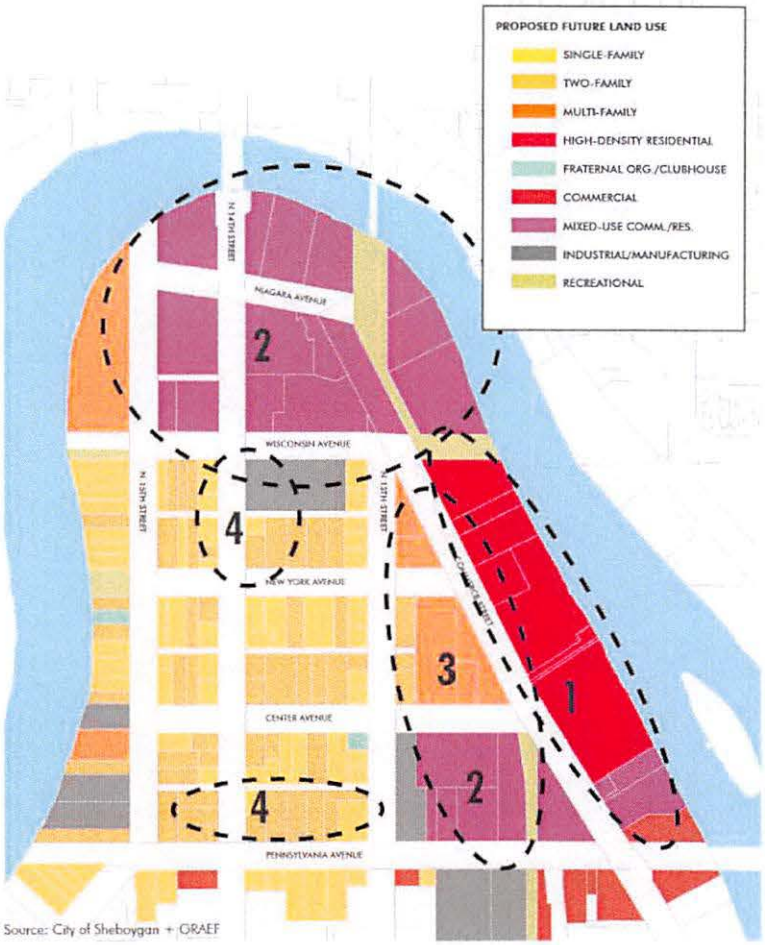
RECOMMENDATIONS

Recommendation 4.1

Possible Land Use and Zoning Amendments

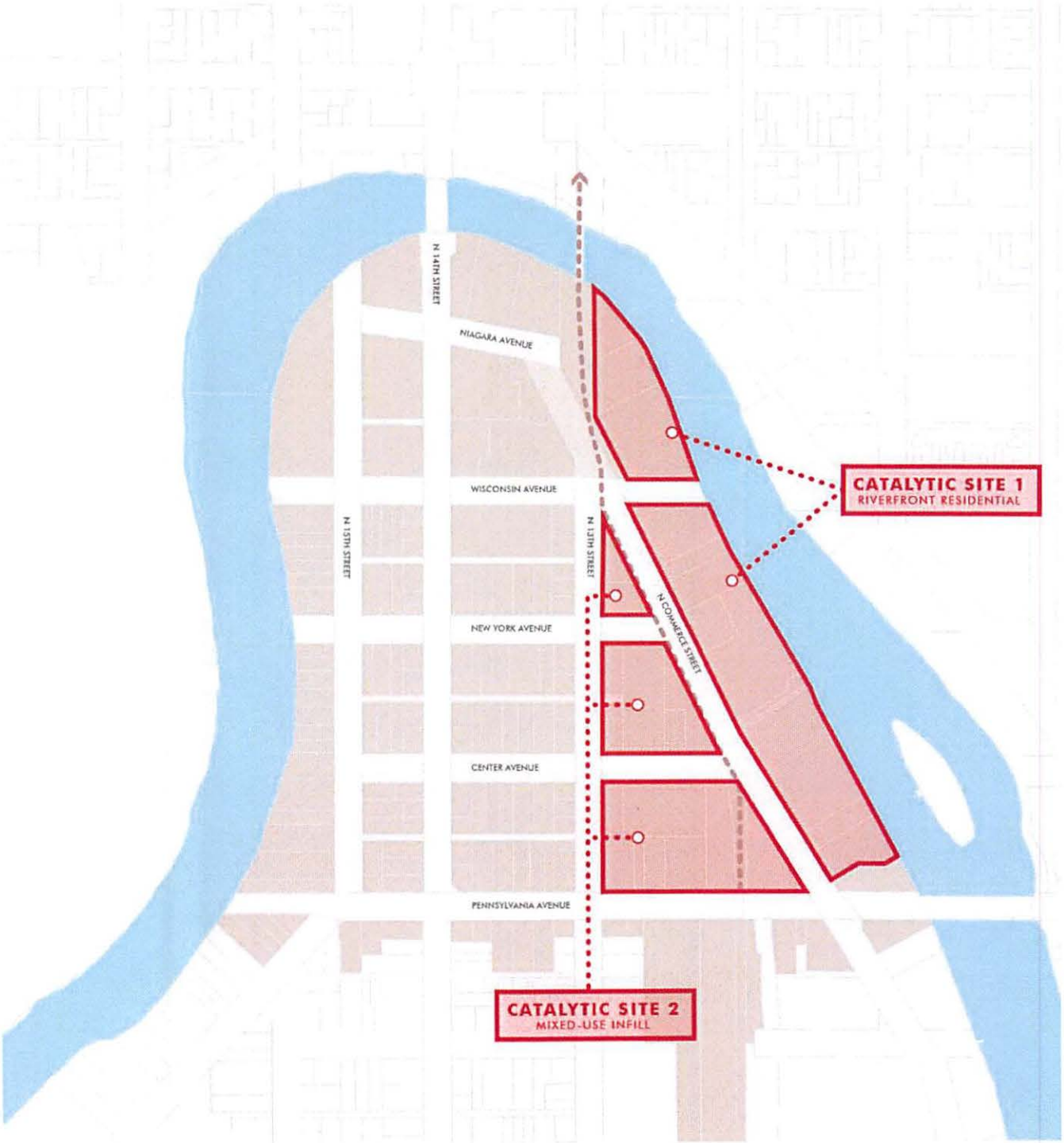
The map below should serve as the guiding tool to justify future land use and possible zoning amendments within the neighborhood. Possible revisions to the future land use map include the following:

1. High Density Residential along the river east of N. Commerce Street.
2. Mixed-use Commercial/Residential north of Wisconsin Avenue and along Pennsylvania Avenue.
3. Multi-Family Residential between N. 13th Street and N. Commerce Street.
4. Commercial uses along Pennsylvania Avenue and N. 14th Street.



Source: City of Sheboygan + GRAEF

CATALYTIC PROJECTS



Source: City of Sheboygan + GRAEF

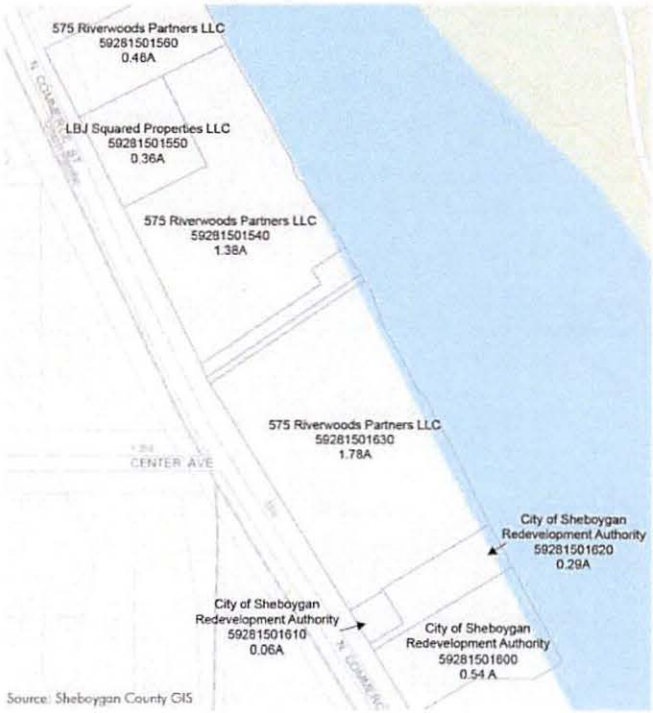
Recommendation 4.2
Riverfront Residential

Over 1,800 linear feet of riverfront development opportunity exists within the River Bend Neighborhood.

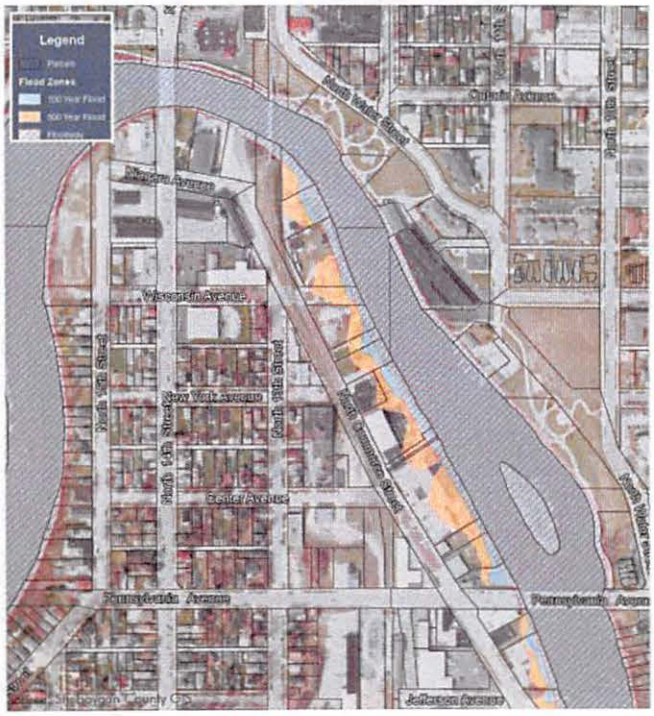
This area has great development opportunity (river access, market attractability, planned infrastructure improvements, publicly-owned parcels, economic incentives, etc.)

The Sheboygan River does create some limitations in regards to floodways along the east side of the neighborhood. Buildings will require a minimum of 30' setback from the river edge.

The following pages include two site designs inclusive of different development scenarios for the former Mayline building and adjacent properties along the river.



▲ River front property ownership (Aug. 2019)



▲ Floodway and floodplain locations within neighborhood.

Riverfront Residential

HOUSING STOCK

A variety of residential building types are not only possible for the riverfront area, but a mix of densities should be pursued. Diverse residential densities will create visual interest and blend in with existing neighborhood mixture of large commercial/industrial buildings and smaller house structures. The following includes different residential densities possible for the River Bend Neighborhood.


Source: BSB Design

- Rowhouse
  Housing units that are joined by common sidewalls. Typically, rowhouses will be 2-3 stories in height, with each unit occupying all levels. Each unit has an individual entry. In-unit garages are typical along with individual front and back yard areas.

- Multi-Family Walk-Up
  Similar to the rowhouse, walk-ups have individual entrances for each unit. Walk-ups units however are typically 1-level, meaning that half the building residents have ground level units, and half have an individual stair to their second level unit. Combination of in-unit garages and detached garages are typical along with shared outdoor space and a clubhouse.


Source: Ikonik Homes

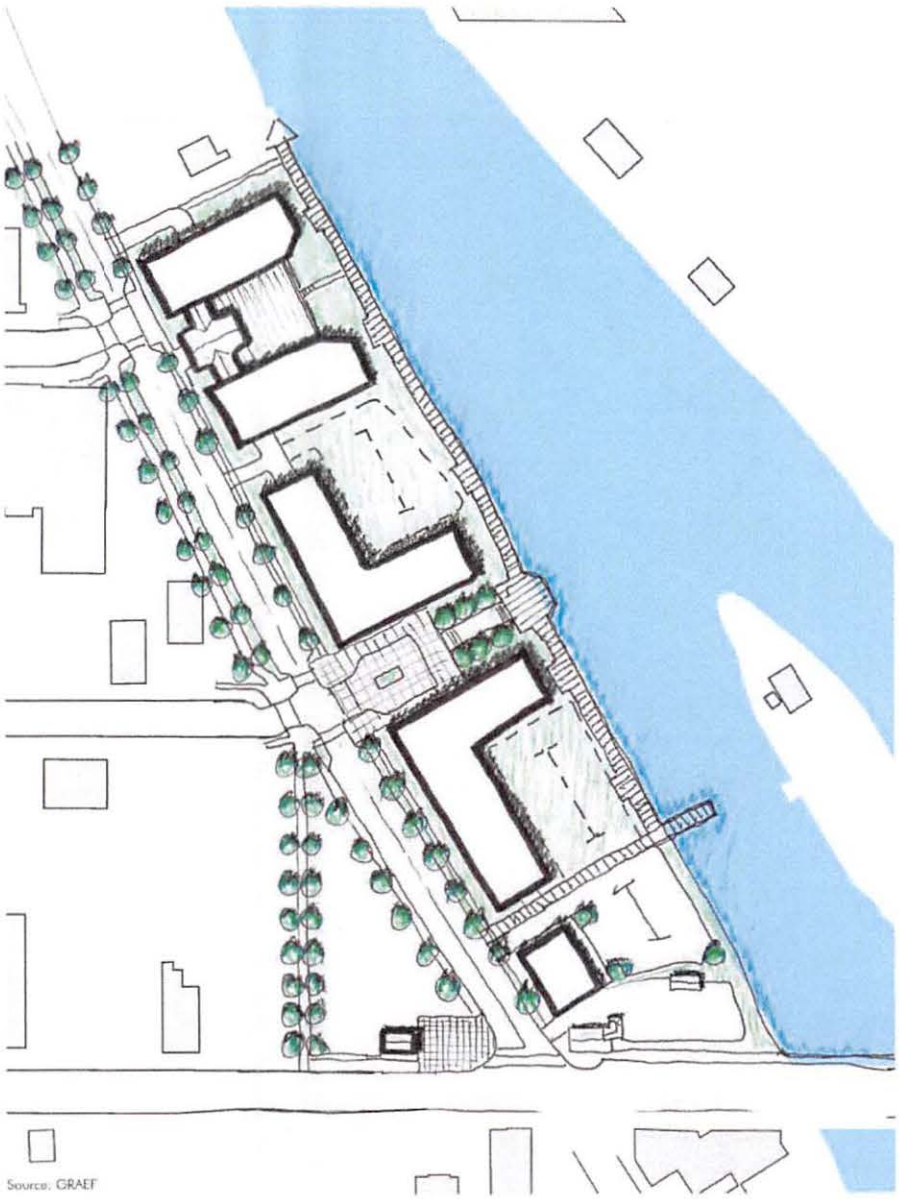
- Traditional Multi-Family Apartment
  Buildings typically contain a double-loaded corridor with a shared, single entrance with elevators. Underground parking is typical along with shared outdoor space and indoor common amenities.

- Senior Independent Living (Apartment)
  Buildings are similar to traditional apartments. Often include weather-protected drop-off area, underground parking, and visitor parking. Outdoor space is shared.

Riverfront Residential: Mayline Site

Preferred Site Design: Urban Riverfront Apartments

- ☐ 68 UNITS PER FLOOR (3-STORY=204 UNITS; 4-STORY=272 UNITS)
- ☐ 4.89 ACRES (41-55 UNITS/ACRE)
- ☐ 210 UNDERGROUND PARKING (HALF-LEVEL DOWN)
- ☐ 135 SURFACE PARKING STALLS
- ☐ ADAPTIVE REUSE OF EXISTING CITY-OWNED BUILDING



Source: GRAEF

Riverfront Residential: Mayline Site

▲ Project examples showing how building design and orientation maximizes river views.

▲ city-owned building that could be a candidate for adaptive re-use into either a clubhouse for new residential development, or retail space.

Riverfront Residential: Mayline Site

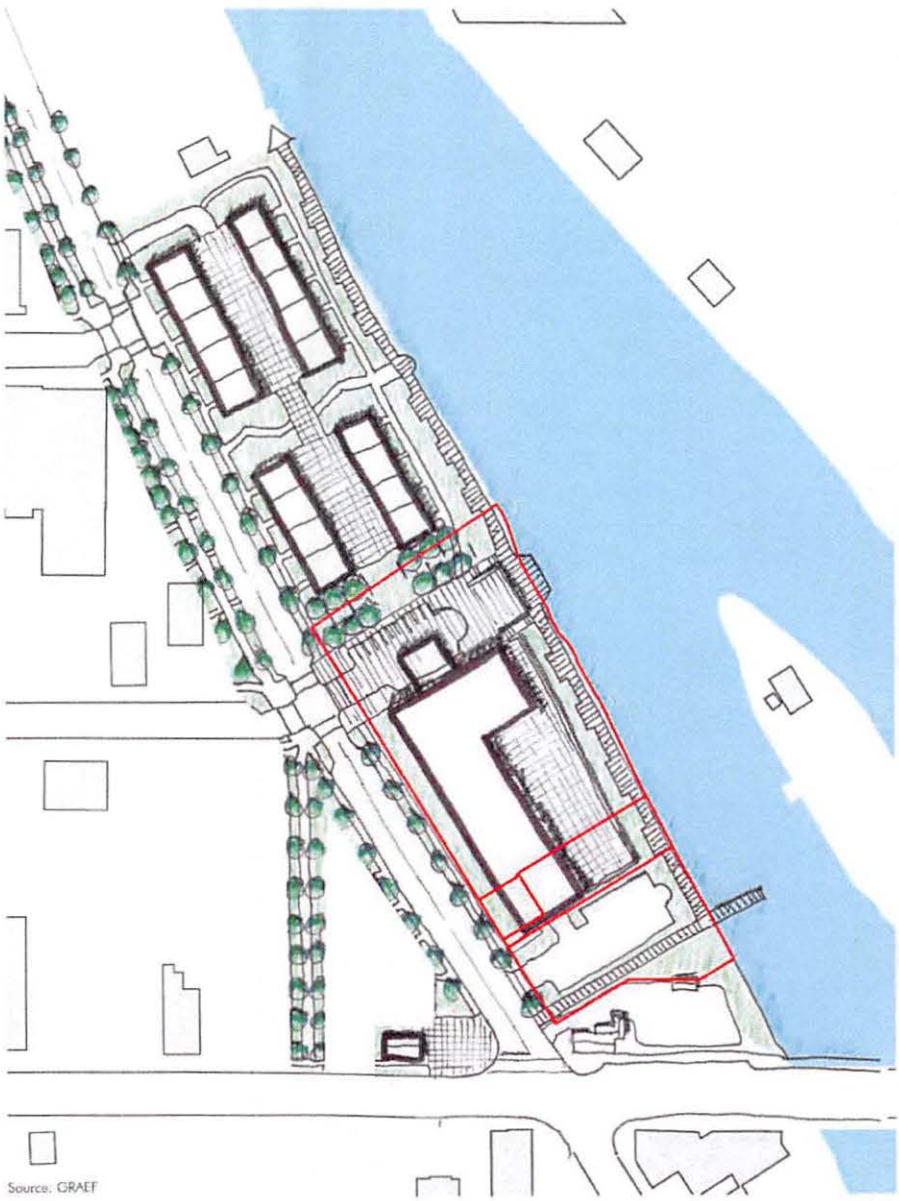
Alternate Site Design: Independent Senior Apartments and Townhomes

SITE 1: Senior Apartments

- ☐ 25 UNITS PER FLOOR (4-STORY=100 UNITS)
- ☐ 2.64 ACRES (37 UNITS/ACRE)
- ☐ 120 UNDERGROUND PARKING (HALF-LEVEL DOWN)
- ☐ 35 SURFACE PARKING STALLS
- ☐ ELEVATED PRIVATE TERRACE OVERLOOKING RIVER

SITE 2: Townhomes

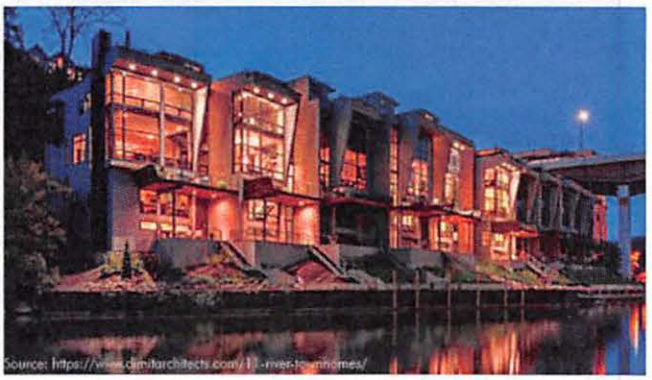
- ☐ 2-3 STORY TOWNHOMES
- ☐ 18-36 UNITS
- ☐ 2.25 ACRES (8-16 UNITS/ACRE)
- ☐ 2-CAR GARAGE PARKING WITHIN EACH UNIT



Source: GRAEF

Source: John Magnoski Photography

Riverfront Residential: Mayline Site



▲ Townhouse project examples.

◀ Project examples showing senior and traditional apartments with shared green space and riverwalks along rivers.

Recommendation 4.3

Mixed-Use Infill

The area north of Pennsylvania Avenue between N. 13th Street and N. Commerce Street is a critical area of future development opportunity. The land lies between existing low density residential single-family and duplex houses to the west and future higher density residential riverfront development along the riverfront. This middle area provides opportunities for adaptive reuse of existing structures as well as multiple infill development sites.

Similar to the riverfront development area, this area has great development opportunity (visibility from Pennsylvania Avenue, market attractability, planned infrastructure improvements, publicly-owned parcels, economic incentives, etc.).

As redevelopment opportunities arise, integrating additional park space east of N. 14th Street will be a key neighborhood amenity. The character of the area will lend itself to attracting active residents and incorporating a pocket park or an activated green space will be highly desired.

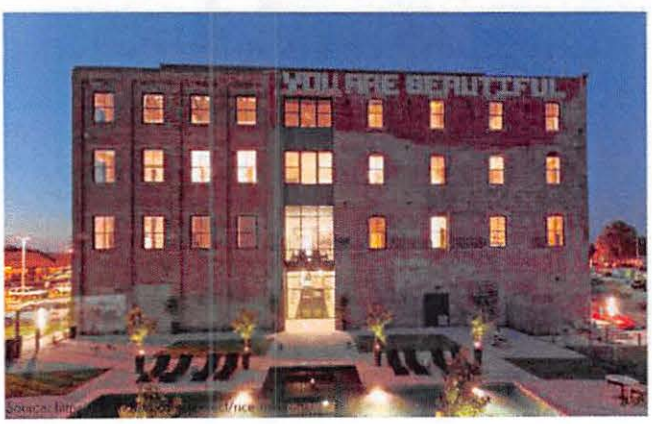
The following pages show site development scenarios for the three blocks identified as Catalytic Site 2.

Source: GRAEF

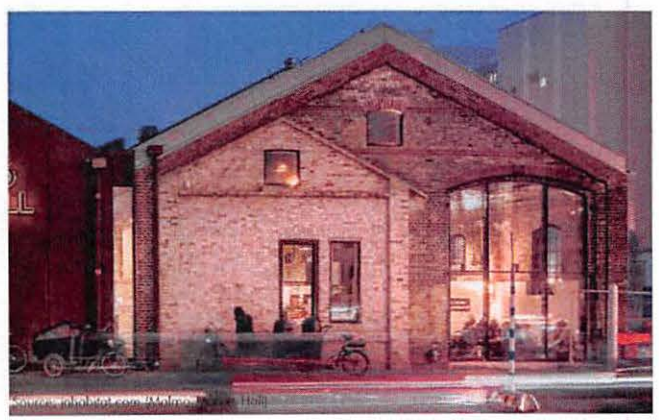
Mixed-Use Infill

▲ Existing view looking east along Pennsylvania Avenue

▲ Existing view looking north along N. 13th Street



▲ (Middle image) Existing warehouse building along N. Commerce Street. (Bottom image) Adaptive reuse project example into residential lofts.



▲ (Middle image) Existing structure at the corner of Pennsylvania Avenue and N. Commerce Street. (Bottom image) Adaptive reuse project example into restaurant, coffee shop, or other retail space.

Mixed-Use Infill

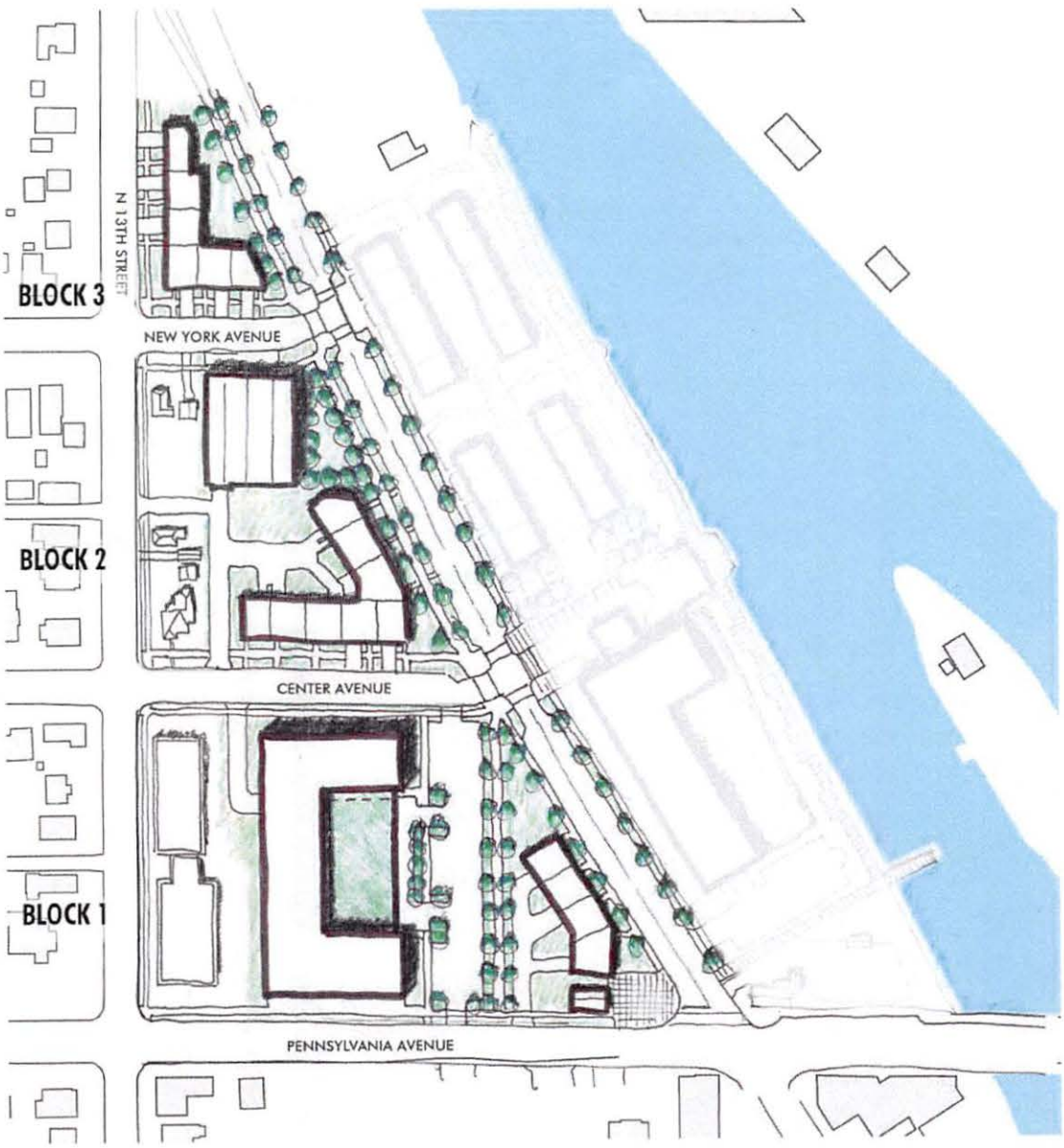
Mixed-Use Retail/Residential Apartments, Adaptive Re-use, Townhomes

BLOCK 1: Mixed-Use Commercial/Residential

- ☐ 32 UNITS PER FLOOR (4-STORY=128 UNITS)
- ☐ 2.73 ACRES (46 UNITS/ACRE)
- ☐ 10-12K COMMERCIAL SPACE
- ☐ 132 COVERED PARKING; 60 SURFACE PARKING
- ☐ 4-8 TOWNHOMES & 1,250 SF COMMERCIAL (adaptive)

BLOCK 2 & 3: Townhomes & Adaptive Reuse Apartment

- ☐ 14-28 TOWNHOMES; 50 APARTMENTS (adaptive)
- ☐ 1.92 ACRES (33-40 UNITS/ACRE)
- ☐ 2-CAR GARAGE FOR EACH TOWNHOUSE; 1 STALL/APT. UNIT



Source: GRAEF

Mixed-Use Infill

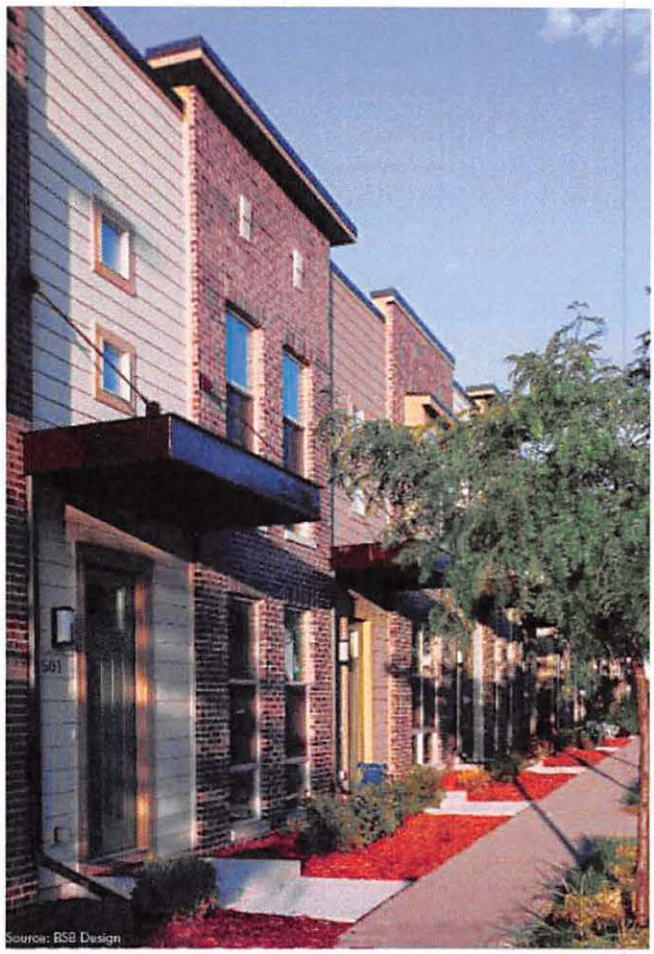
Source: GRAEF

◀ Project example showing ground level parking for commercial space with residential apartments above. Similar project type could be located at Block 1.

Source: http://townhomes.eya.com/bethesda-new-elevator-townhomes-grosvenor-heights-the-harrison

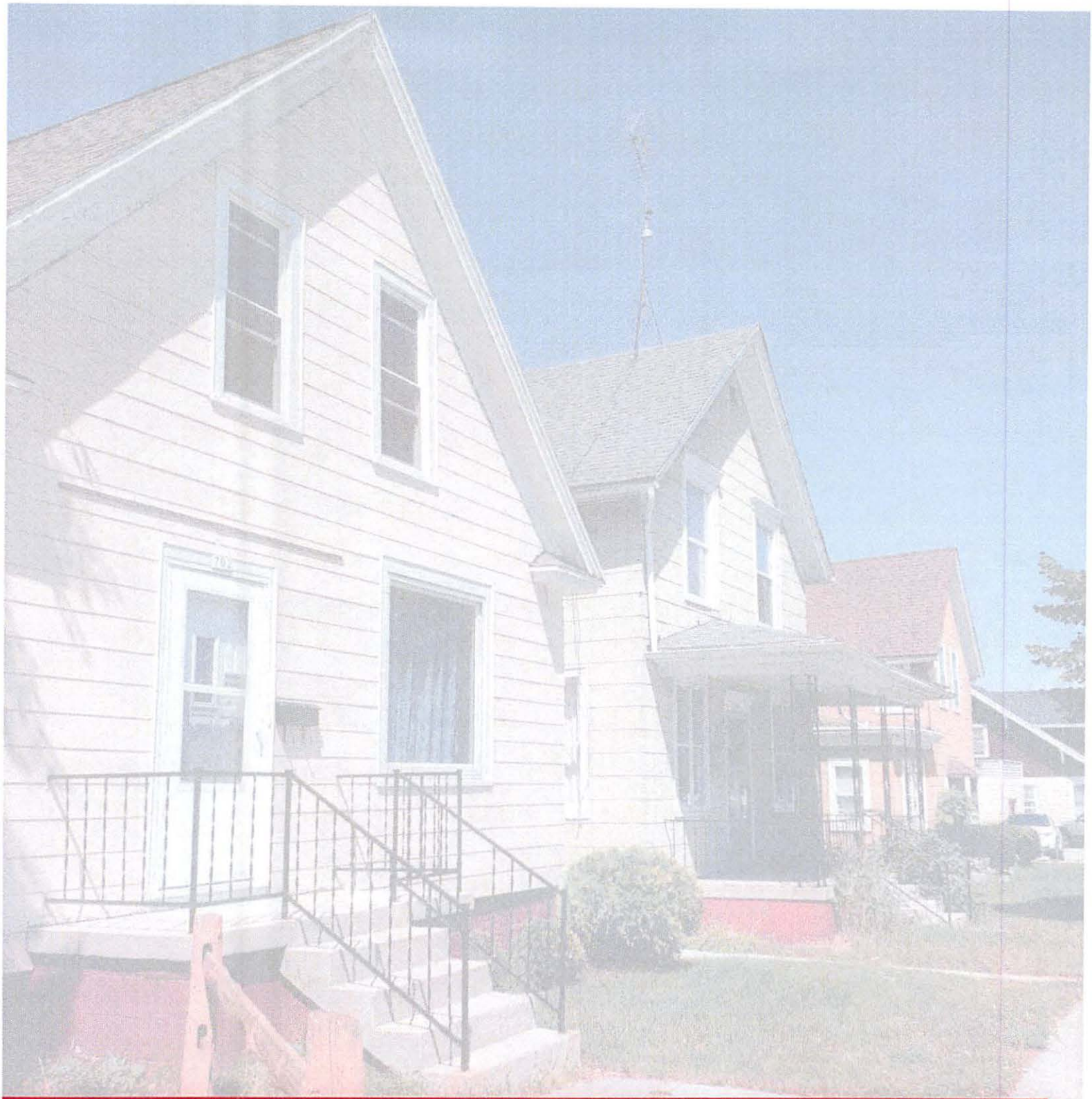
Source: townhome design.theglobeandmail.com

▲ Project examples showing rowhouse designs that could be located at Block 1, 2 or 3.



Source: BSB Design

Source: bgellandjones.com



CHAPTER 5

HOUSING AND COMMUNITY RESOURCES

Source: GRAEF

CHAPTER 5: HOUSING & COMMUNITY RESOURCES

RECOMMENDATIONS

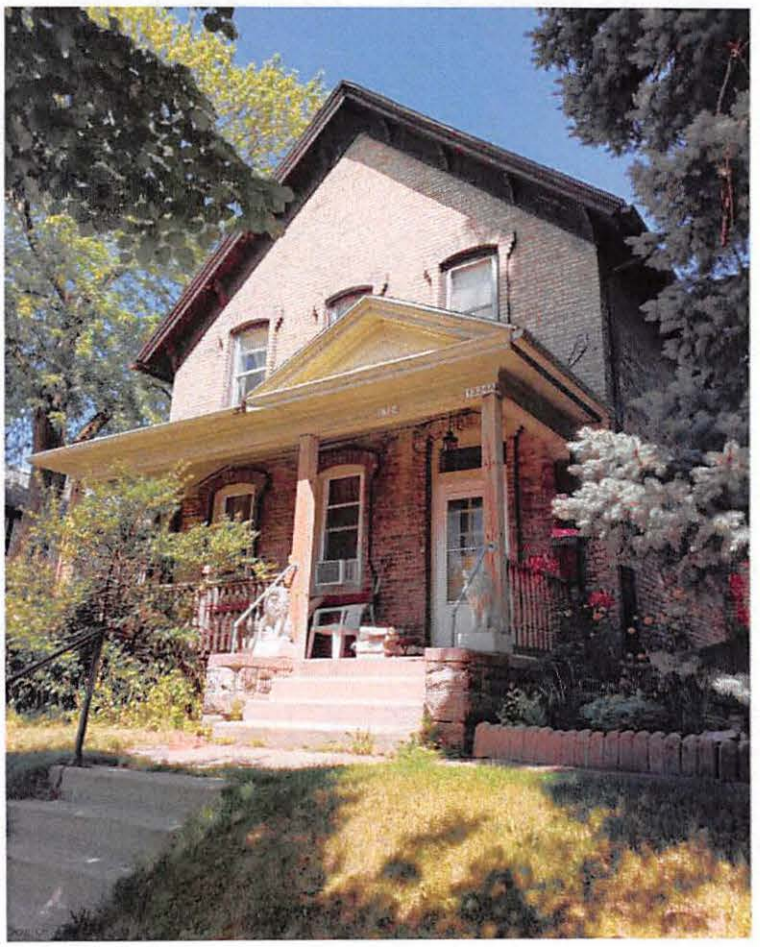
5.1 Rehabilitation of One- and Two-Family Housing Stock

5.2 Ongoing Rehabilitation of Commercial Properties

5.3 Encourage Historic Rehabilitation & Adaptive Retrofits

5.4 Identity Opportunities for Start-Up Incubators and Live-Work Space

The River Bend neighborhood is seeing a renaissance in neighborhood investment – residential, commercial, and recreational. Current economic dynamics in the neighborhood have resulted in a varying level of investment. Currently, the north end of the neighborhood is seeing significant investment, with more on the west side along N. Commerce Street soon to come. Now is a critical time for the city and partners to work closely with the residents and businesses in the neighborhood to restore confidence in the neighborhood and increase the level of maintenance and property values that have languished since the housing crisis. Finding opportunities to share resources, showcase ongoing investment, and increase opportunities for quality residential rehabilitation will be significant in the renaissance of River Bend.



Recommendation 5.1

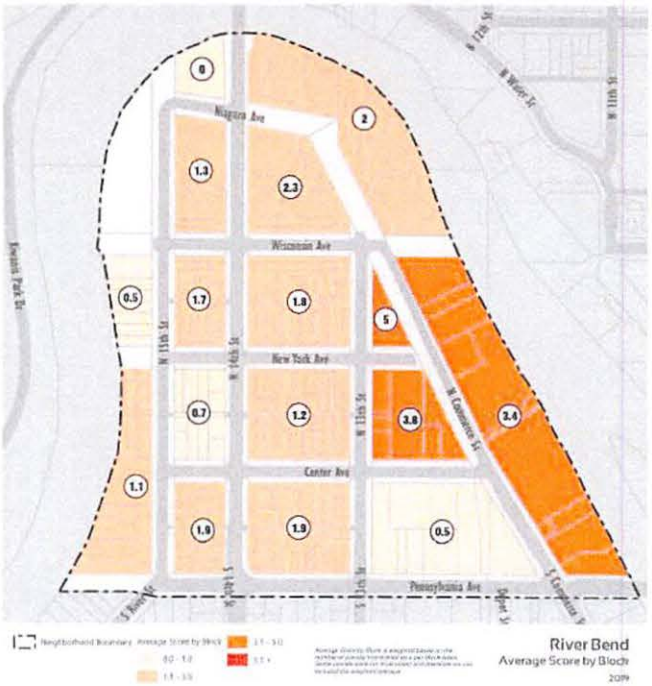
Encourage rehabilitation of River Bend's one- and two-family housing stock to boost curb appeal, property values, property maintenance, and neighborhood confidence.

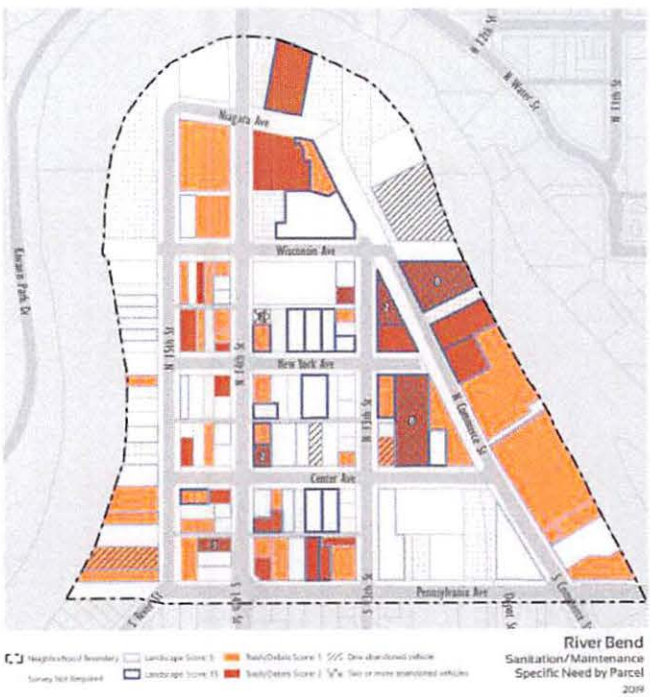
Market the city's Community Development Block Grant (CDBG) program for owner-occupied and investor-owned properties to all properties in the neighborhood to encourage reinvestment.

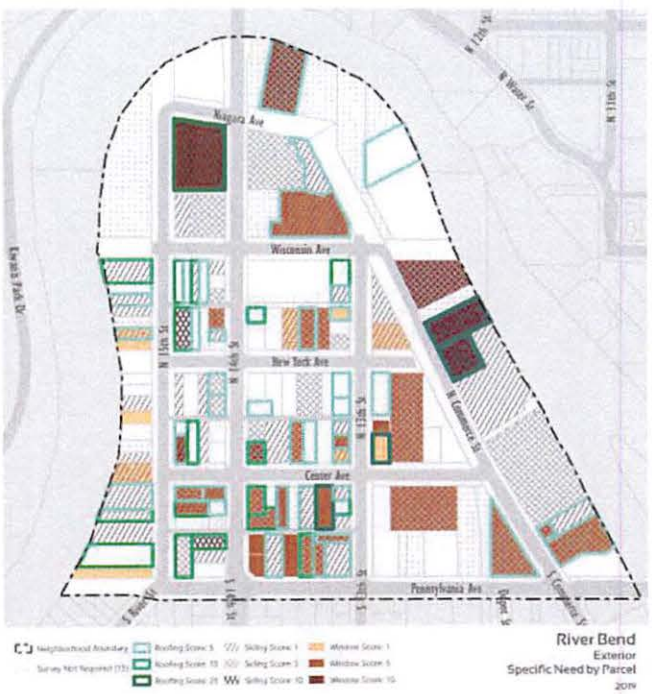
The investment in curb appeal and higher quality residential units will increase confidence in the neighborhood, and enhancement and strengthened neighborhood leadership will follow. For properties that are ineligible or incompatible with CDBG requirements, examine creating an internal fund to facilitate grants and loans.

Conduct Outreach to Property Owners with Delayed Maintenance

Now that the neighborhood conditions have been explored by evaluating the roofing, siding, windows, debris, and exterior lighting throughout the neighborhood, following up with the community on the city's plan for assistance and enforcement is needed.







▲ Maps from the 2019 Baseline Survey of Existing Conditions (Source: City of Sheboygan)

Host Neighborhood Meetings to Share Resources

The city and other local partners have many home improvement resources that can be shared with the community to nurture the revitalization of the neighborhood. Consideration can be given to highlighting an example of curb appeal and rehabilitation in River Bend, or perhaps some design assistance to provide guidance to property owners on how to rehabilitate and strengthen the quality of housing and the value of River Bend's property values. This meeting could be hosted in a commercial property in the neighborhood on the north end. These resources can also be shared with residents by mail.

Host Homeownership & Financial Wellness Workshops

The city could partner with a local organization to provide resources for renters in the community to learn about homeownership, and when relevant, focus on financial wellness to build up to homeownership. Consideration could be given to working with residential property investors who may be willing to sell their properties to their tenants or other neighborhood residents.

In general, the housing stock is slightly outdated in appearance, however much of this is cosmetic and material choices in prior exterior maintenance. The housing stock in general is built well with high quality materials and are attractive to current and future residents interested in a traditional neighborhood with proximity to the river and other amenities, including recreation and many prominent commercial corridors.

Source: GRAEF

CITY OF SHEBOYGAN

COMMUNITY DEVELOPMENT BLOCK GRANT

OWNER-OCCUPIED

REHABILITATION LOAN PROGRAM

GUIDELINES AND APPLICATION

January 2015

1 You must be the owner-occupant of the property to be rehabilitated.

2 The property must be located in the City of Sheboygan. Priority is given to any property located in the central part of the City.

3 Total debt on the property (including our loan) cannot exceed 50% of the property's after-rehabilitation market value. The City will place a mortgage on the property to secure the loan.

4 Applicants must meet the income guidelines (January 2015) shown below:

FAMILY SIZE	MEDIAN INCOME OF 50%	MEDIAN INCOME OF 80%
1	$24,150	$38,600
2	$27,600	$44,100
3	$31,050	$49,600
4	$34,450	$55,100
5	$37,250	$59,550
6	$40,000	$63,950
7	$42,750	$68,350
8+	$45,500	$72,750

For applicants whose income is below **50%** of the median income, the loan is deferred (no monthly payments) with no interest charges. The loan is repaid (without interest) when you sell the property or move out of the property.

For applicants whose income is **above 50%** of the median income, but **below 80%** of the median income, monthly payments of principal and interest are required. The interest rate will vary from **0% to 4%** depending on income for a period of **10 years**.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT

Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081

(920)459-3377
E-Mail: Development@ci.sheboygan.wi.us

EXAMPLE

Available here: http://sheboyganwi.wpengine.com/wp-content/uploads/2011/05/Rehab-Loan-Program-2015-Owner-Occupied-Application3.pdf

CITY OF SHEBOYGAN

COMMUNITY DEVELOPMENT BLOCK GRANT

OWNER-INVESTOR

REHABILITATION LOAN PROGRAM

GUIDELINES AND APPLICATION

January 2015

1 You must be the owner of the property to be rehabilitated.

2 The property must be located in the City of Sheboygan. Priority is given to any property located in the central part of the City.

3 Total debt on the property (including our loan) cannot exceed 50% of the property's after-rehabilitation market value. The City will place a mortgage on the property to secure the loan.

4 Applicants must meet the income guidelines (January 2015) shown below:

FAMILY SIZE	MEDIAN INCOME OF 80%
1	$38,600
2	$44,100
3	$49,600
4	$55,100
5	$59,550
6	$63,950
7	$68,350
8	$72,750

At the time of loan closing, you will be required to deposit **25%** of the project cost into the City's escrow account. The City will loan the remaining **75%** of the project cost at **4%** for fifteen **(15) years**.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT

Housing Rehabilitation Program
Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081

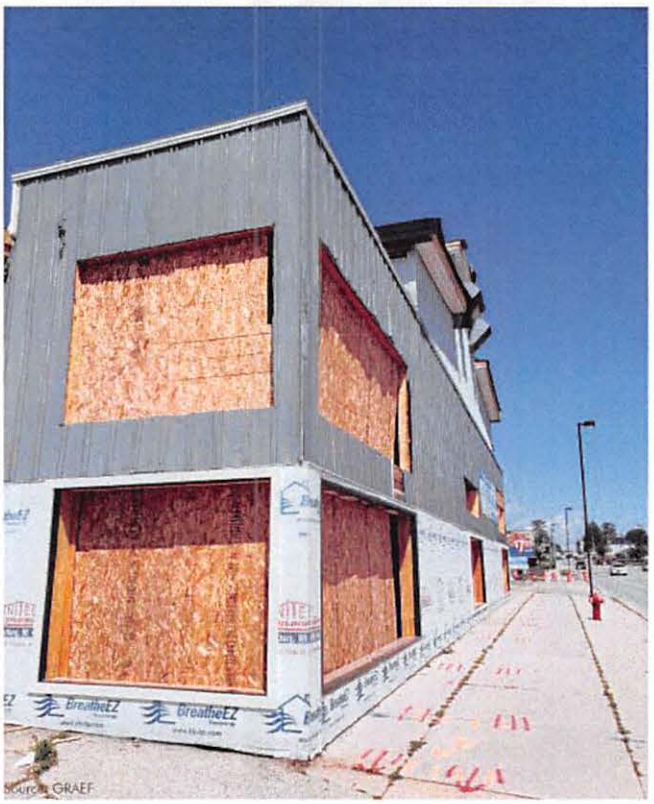
(920)459-3377
E-Mail: Development@ci.sheboygan.wi.us

EXAMPLE

Available here: http://sheboyganwi.wpengine.com/wp-content/uploads/2015/04/Rehab-Loan-Owner-Investor-and-Tenant-Application.pdf

Recommendation 5.2

Support the ongoing rehabilitation of the commercial properties in River Bend.



▲ A view of the rehabilitation of 822 N. 14th Street into a commercial space.

Market the city's Commercial Facade Loan Program, the Signage grant, and the Business Development Revolving Loan Program to all neighborhood businesses to boost the curb appeal and job opportunities in the neighborhood.

The north end of River Bend is experiencing a renaissance of vision, new uses, and reinvestment. This is setting a strong tone for future investment in existing and new commercial properties in the neighborhood. Opportunities to highlight new investment by working with new businesses on open houses that are marketed to neighboring community residents and businesses will help strengthen the neighborhood identity and inspire additional transformation.

- ☐ Commercial Facade Loan Program: http://sheboyganwi.wpengine.com/wp-content/uploads/2011/05/RDA-CFLP-FINAL.pdf
- ☐ Commercial Signage Program http://sheboyganwi.wpengine.com/wp-content/uploads/2011/05/Sign-Grant-11-2008.doc
- ☐ Inquire with the City of Sheboygan's Planning & Development team about the Business Development Revolving Loan Program.

▲ A view of the ongoing historic rehabilitation efforts of 1320 Niagara Avenue. This building will feature 2-3 new mixed-use tenants.

Recommendation 5.3

Facilitate the historic rehabilitation and adaptive retrofits of the existing structures – residential and commercial in River Bend.

How to Qualify for Tax Credits

1. Own a Historic Building
2. Use the Building for Income-Producing Purposes
3. Formally Apply to the Wisconsin Historical Society
4. Rehabilitate the Building Following Program Standards
5. Spend the Minimum Amount Required on Rehabilitation
6. Claim the Credit for Eligible Expenses Only
7. Maintain Ownership of the Building and the Building's Historic Character for Five Years

▲ The John Allen Seed Company building at 1223 New York Avenue, built in 1920.
Source: Wisconsin Historical Society: https://www.wisconsinhistory.org/Records/Property/HI122513

Share resources with the property owners of eligible historic properties in River Bend.

- ☐ Sheboygan's Historic Preservation Research and Construction Grant programs
- ☐ National Register and State Register of Historic Places
- ☐ State and Federal Tax Credits

National Register & State Register of Historic Places

Both registers include buildings, sites, and districts that are significant in local, state and national history. Today, there are approximately 2,400 listings in Wisconsin. Properties that are interested in pursuing Historic Tax Credits need to be listed on the State and National Registries.

- ☐ https://www.wisconsinhistory.org/pdfs/hp/consultants/HPR-Nomination-Questionnaire-2016.pdf
- ☐ https://www.wisconsinhistory.org/Records/Article/CS2836

State & Federal Tax Credits for Historic Income-Producing Buildings

The Federal program returns 20 percent of the cost of rehabilitating historic buildings to owners as a federal income tax credit. The Wisconsin Historic Preservation Tax Credit Program returns 20 percent of the cost of rehabilitating historic buildings, up to $3.5 million per parcel, to owners as a Wisconsin income tax credit.

- ☐ https://www.wisconsinhistory.org/Records/Article/CS3215#forms

Historic Preservation Grant Program – Facade Grant for Research Work

Available in other parts of the city, the city is considering expanding the program into the River Bend neighborhood.

- ☐ http://sheboyganwi.wpengine.com/wp-content/uploads/2014/08/Historic-Preser.-Grant-Research-8-6-14-2.pdf
- ☐ Inquire with the City of Sheboygan's Planning & Development team about the Historic Preservation Construction grant program

Structures to Consider for Eligibility for the Registers & Tax Credits

- ☐ 1134 Pennsylvania Avenue (original structures on the east side of the parcel)
- ☐ 511 N. Commerce Street
- ☐ 1223 New York Avenue (see photo, previous page)
- ☐ 619 N. Commerce Street

▲ 1134 Pennsylvania Avenue.

▲ 511 N. Commerce Street

Recommendation 5.4

Identify and capitalize on opportunities to create live-work spaces.

Historically River Bend thrived as a live-work neighborhood, where residents walked to local manufacturing jobs. While some residents are still able to do this, the changing economic landscape has shifted this somewhat. Given the unique mix of uses in River Bend, and the proximity to other prominent commercial areas–including downtown–River Bend is positioned to welcome new and innovative work and live-work spaces to regain its positioning as a live-work neighborhood.

Live-Work Spaces

This can and should include opportunities to diversify the working and housing types in River Bend, and in Sheboygan generally. The neighborhood currently contains existing structures and potential sites for development that could incorporate these uses into the redevelopment plans. Live-work redevelopment can help preserve the historic landscape of the neighborhood while also increasing density of jobs and residents that can support and contribute to the urban amenities within the neighborhood and in the surrounding commercial corridors and districts.

▲ A view of two parcels along N. Commerce Street that are ripe with potential for live-work spaces.

Source: http://kronbergwall.com/the-importance-of-livework/

II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. December 16, 2019.

Your Commission to whom was referred Gen. Ord. No. 35-19-20 by Alderpersons Bohren and Wolf repealing and recreating Subsection 15.935(1)(a) of the City of Sheboygan Zoning Ordinance ("SZO") so as to eliminate the residency requirements for membership on the Architectural Review Board; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 10, 2019, and after due consideration, recommends to Common Council to receive the R. O. and adopt the Ordinance.

Lays over

X

5.1

Gen. Ord. No. 35 - 19 - 20. By Alderpersons Bohren and Wolf.
December 2, 2019.

AN ORDINANCE repealing and recreating Subsection 15.935(1)(a) of the City of Sheboygan Zoning Ordinance ("SZO") so as to eliminate the residency requirement for membership on the Architectural Review Board.

WHEREAS, Subsection 15.935(1)(a) of the SZO sets forth the composition of the Architectural Review Board; and

WHEREAS, while the SZO does not address residency requirements for the boards and commissions created therein, the City has interpreted the SZO in conjunction with its Municipal Code, which requires residency for all members of committees, boards, and commissions created in the Code, unless specifically exempted; and

WHEREAS, the City has experienced difficulty filling roles on the Architectural Review Board as many of the people who work for architectural and general contracting firms based in the City live outside city limits; and

WHEREAS, the work done by individual members of the Architectural Review Board is of a technical and professional nature rather than of a policy nature, and non-residents would be equally capable and likely to make proper determinations in the best interest of the City as a whole in matters addressed by the Board; and

WHEREAS, as an amendment to the Sheboygan Zoning Ordinance, this matter must be referred to the Plan Commission and requires publication of a class 2 notice and a public hearing prior to adoption; and

WHEREAS, this Ordinance is adopted to promote the health, safety, and welfare of the people of the City of Sheboygan.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Plan Commission adopt

Section 1. Section 15.935 of the Sheboygan Zoning Ordinance is hereby repealed and recreated in subsection (1)(a) thereof to read as follows:

"**Section 15.935 Architectural Review Board**

(1) **Architectural Review Board**

(a) **Composition:** An Architectural Review Board consisting of seven (7) members shall be appointed by the Mayor subject to confirmation by the City Council. Members of the Architectural Review Board need not be residents of the City of Sheboygan. The members of the Architectural Review Board shall serve a term of three years. At least three members of the Architectural Review Board shall be architects, including landscape architects, licensed to practice by the State of Wisconsin, one member shall be a real estate broker licensed by the State of Wisconsin, one member shall be a general contractor licensed by the City of Sheboygan, and one member shall be a member of the Plan Commission. One of the members of the Architectural Review Board shall be designated by the Mayor as the Chairman, and he shall hold his office as Chairman until his successor is appointed. The Mayor shall have the power to remove any member of the Architectural Review Board for cause upon written charges and after a public hearing. Vacancies upon the Architectural Review Board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

. . ."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James A. Bohren

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. December 16, 2019.

Your Commission to whom was referred Gen. Ord. No. 36-19-20 by Alderpersons Bohren and Wolf creating Subsection 15.936(1)(L) of the City of Sheboygan Zoning Ordinance ("SZO") so as to add an architectural review fee; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 10, 2019, and after due consideration, recommends to Common Council to receive the R. O. and adopt the Ordinance.

_____

CITY PLAN COMMISSION

Lay over

X

5.2

Gen. Ord. No. 36 - 19 - 20. By Alderpersons Bohren and Wolf.
December 2, 2019.

AN ORDINANCE creating Subsection 15.936(1)(L) of the City of Sheboygan Zoning Ordinance ("SZO") so as to add an architectural review fee.

WHEREAS, Subsection 15.936(1) of the SZO creates and governs fees for zoning procedures requested by a private party; and

WHEREAS, as an amendment to the Sheboygan Zoning Ordinance, this matter must be referred to the Plan Commission and requires publication of a class 2 notice and a public hearing prior to adoption; and

WHEREAS, this Ordinance is adopted to promote the health, safety, and welfare of the people of the City of Sheboygan;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subsection (1)(L) of Section 15.936 of the Sheboygan Zoning Ordinance, is hereby created to read as follows:

"Section 15.936 Fees

(1) Fees for Procedures Requested by a Private Party:

. . .

(L) Architectural Review $100.00*

. . ."

Plan Commission

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James a Bohren

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

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

Submitting an application from Jack Collier, Rogers Behavioral Health, for a change in zoning classification of property located at 1108 South Wildwood Avenue (Parcel #59281215710) from Class Urban Industrial (UI) to Class Suburban Office (SO).

_____
CITY CLERK

City Plan

Rec'd 12-3-19

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 191756
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: Rogers Behavioral Health PHONE NO.: (262) 646-1305

ADDRESS: 34700 Valley RoadOconomowoc, WI 53066 E-MAIL: Jack.collier@rogersbh.org

OWNER OF SITE: Anthony ZavrlPHONE NO.: ( )

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1108 South Wildwood Avenue

LEGAL DESCRIPTION: Part of the East ½ of Government Lot 1, Section 28, Township 15 North, Range 23 East

PARCEL NO. 59281215710 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Suburban Office (SO)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: See Rezoning Narrative, attached

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: See Rezoning Narrative, attached

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? See Rezoning Narrative, attached

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.

X Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

- ☐ Explain: See Rezoning Narrative, attached

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? See Rezoning Narrative, attached

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

See Rezoning Narrative, attached

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	November 26, 2019 **DATE**

Jack Collier, Rogers Behavioral Health
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.

SITE DESIGN AND ENGINEERING, LLC

DATE: November 22, 2019

RE: ***REZONING REQUEST***
1108 S. Wildwood Avenue
Sheboygan, Wisconsin 53018

Pursuant to the City of Sheboygan requirement as part of the requested rezoning application to rezone the subject property from Urban Industrial (UI) to Suburban Office (SO), the current landowner must provide authorization to complete the submittal process.

I, Anthony Zavrl (landowner/seller), authorize **Rogers Behavioral Health, 34700 Valley Road, Oconomowoc, WI 53066** (developer/buyer) to submit a rezone and comprehensive plan map amendment application for the property located on 1108 S. Wildwood Avenue (address of property buyer would operate from).

Landowner Signature: Anthony Zavrl

Dated: Nov 22 - 2019

1129 Kentucky Avenue, Sheboygan, Wisconsin 53081 (920) 207-8977 jbsitedesign1@gmail.com

SITE DESIGN AND ENGINEERING, LLC

REZONING NARRATIVE

PROPOSED ROGERS BEHAVIORAL HEALTH FACILITY
1108 South Wildwood Avenue
Part of the East ½ of Government Lot 1, Section 28, Township 15 North, Range 23 East
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN
Tax parcel #59281215710
November 25, 2019

CURRENT ZONING: Urban Industrial (UI)
PROPOSED RE-ZONING: Suburban Office (SO)

EXISTING SITE OPERATIONS:

The 3.13 acre parcel is currently vacant; however, the site was the former location for an automotive repair business which was in operation until approximately 2004. Between the time the automotive repair business ceased operations and the summer of 2007 the site remained abandoned. In 2007 Wagner Excavating tore down the existing metal building onsite and removed the at-grade junk that had accumulated. Once the site was cleared of above grade components, Wagner Excavating began filling the site with unregulated material (as evident within soil boring logs) from the west side (South Taylor Drive) continuing to move east. Approximately ¾ of the parcel was filled with imported material with depths varying from 22 feet on the west to 10 feet at the east end of imported fill.

PROPOSED SITE OPERATIONS:

The proposed development includes a single story, (12) bed CBRF and a single story therapeutic meeting facility building, defined as an Outpatient facility for one on one or group therapy meetings associated with addiction. The outpatient facility operation and use is consistent with the permitted land use for a Suburban Office (SO).

Based upon the Comprehensive Master Plan, dated 2011, the site is located within the Community Mixed Use designation. A Suburban Office (SO) rezoning would be consistent with the Community Mixed Use designation.

The proposed Zoning Map amendment furthers the purposes of the current Zoning Ordinance (pursuant to Section 15.005) by isolating the parcel from surrounding neighbors allowing only access from Wildwood Avenue. The proposed development would be visible from South Taylor Drive, but not direct vehicular access would be allowed. With the proposed rezoning to Suburban Office (SO) and subsequent construction of the proposed CBRF and Outpatient facility, the site will be required to adhere to current WDNR and City of Sheboygan storm water ordinances related to water quality and water quantity restrictions. Currently, the associated storm water discharge from the parcel is allowed to connect to existing storm sewer which is ultimately directly discharged into the Sheboygan River. It should also be noted that the site design intent is to provide pedestrian access to the existing pedestrian path on South Taylor Drive to allow foot traffic to nearby local business for residence of the CBRF.

The original Urban Industrial zoning designation related to the automotive repair facility was applicable at the time given the type of business and surrounding industrial operations to the east. However, with the re-development of the South Taylor Drive corridor over the past 15-years to incorporate as much business use as currently exists, the proposed re-zoning is consistent with surrounding land use conditions.

1129 Kentucky Avenue, Sheboygan, Wisconsin 53081 jbsitedesign1@gmail.com (920) 207-8977

SITE DESIGN AND ENGINEERING, LLC

LETTER OF TRANSMITTAL

TO

DATE: November 26, 2019

Steve Sokolowski
City of Sheboygan Planning Department
828 Center Avenue
Sheboygan, WI 53081

RE: Rezoning submittal
Rogers Behavioral Health
1108 South Wildwood Avenue
Sheboygan, WI

COPIES	DESCRIPTION
(1) copy	Completed application for Amendment of Official Zoning Map
(2) copy	Rezoning Request authorization from current landowner
(1) copy	Rezoning Narrative
(1) copy	Existing site ALTA survey (11"x17")
(1) copy	Schematic Proposed Site Plan (11"x17")
	Check # 365 in the amount of $200

TRANSMITTED as checked below:

FOR APPROVAL AND EXECUTION

FOR YOUR USE

AS REQUESTED

X FOR REVIEW AND APPROVAL

APPROVED AS SUBMITTED

APPROVED AS NOTED

REMARKS

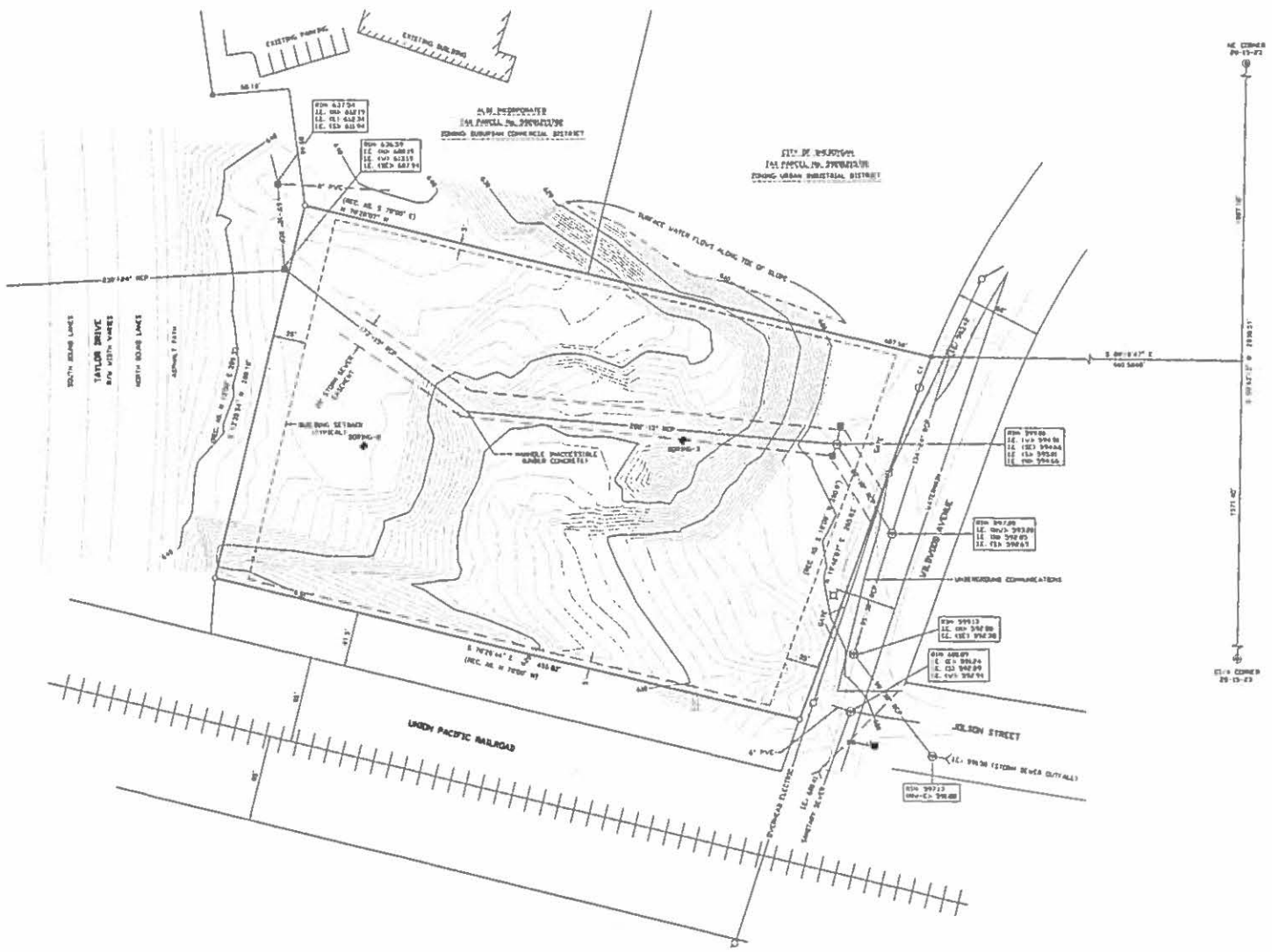
Please let me know if additional information is required to complete the rezoning submittal application.

Sincerely,

Joseph Bronoski

COPY TO:_____ **SIGNED:**_____

JB Site Design and Engineering, LLC
1129 Kentucky Avenue Sheboygan, Wisconsin 53081 jbsitedesign1@gmail.com (920) 207-8977



ALTA/NSPS LAND TITLE SURVEY

PART OF EAST 1/2 OF GOVERNMENT LOT 1 OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, COMMENCING AT THE INTERSECTION OF THE CENTER OF WILDWOOD AVENUE WITH THE NORTH LINE OF A 415 FOOT STRIP OF LAND LOCATED NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 18° EAST ALONG THE CENTER OF SAID AVENUE, 2769.7 FEET; THENCE NORTH 70° WEST TO THE WEST LINE OF THE EAST 1/2 OF GOVERNMENT LOT 1; THENCE SOUTH TO THE NORTH LINE OF SAID 415 FOOT STRIP; THENCE SOUTH 70° EAST ALONG THE NORTH LINE OF SAID STRIP TO BEGINNING, EXCEPT THEREFROM ANY PORTION THEREOF CONVEYED, DEDICATED, LAID OUT, OR USED FOR ROAD PURPOSES.

ALSO

PART OF GOVERNMENT LOT 1, SECTION 29, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE NORTH LINE OF A CERTAIN 415 FOOT STRIP LYING NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH PARALLEL ALONG THE NORTH LINE OF SAID STRIP, 2639 FEET TO THE POINT OF BEGINNING OF PROPERTY TO BE DESCRIBED; THENCE NORTH 18° EAST, 2093.3 FEET; THENCE SOUTH 70° EAST TO THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 1; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID 415 FOOT STRIP; THENCE NORTH 70° WEST ALONG THE NORTH LINE OF SAID STRIP TO BEGINNING.

NOTES:

SITE ADDRESS: 1800 I. WILDWOOD AVENUE, SHEBOYGAN, WISCONSIN 53081

TAX PARCEL No: 3908121/38

FLOOD ZONE CLASSIFICATION:
FIRM PANEL: 55059C0358F
EFFECTIVE DATE: APRIL 4, 2005
CITY OF SHEBOYGAN, WI
ZONE "X" AREA OF MINIMAL FLOOD HAZARD

GROSS LAND AREA: 136,093 SQ. FT. (3.13 ACRES), MORE OR LESS

VERTICAL RELIEF IS THE PRODUCT OF AN ON THE GROUND LAND SURVEY SHOWN AT 1 FOOT INTERVALS, BASED UPON THE CITY OF SHEBOYGAN, WI DATUM AND BENCHMARK(S) ARE AS FOLLOWS:

TOP OF THE OPERATING NUT ON A HYDRANT LOCATED AT SE CORNER OF THE INTERSECTION WILDWOOD AVENUE AND NEW JERSEY AVENUE. RECORD ELEVATION 610.80

TOP OF THE OPERATING NUT OF HYDRANT LOCATED ON THE WEST SIDE OF WILDWOOD AVENUE SOUTH OF NEW JERSEY AVENUE. RECORD ELEVATION 612.40

NO WDNR DEFINED WETLANDS WERE FIELD DELINEATED OR FOUND ON SUBJECT PARCEL.

UNPLOTTABLE EASEMENTS:

VOLUME "P" OF CONTRACTS AT PAGE 383 AS DOCUMENT No. 364634, GRANT TO WISCONSIN POWER AND LIGHT COMPANY.

VOLUME 878 OF DEEDS AT PAGES 444/5 AS DOCUMENT No. 444583, INGRESS/EGRESS EASEMENT RETAINED BY AMANDA SCHLEHHARDT BERG-WEST

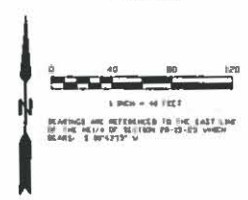
VOLUME 879 OF DEEDS AT PAGES 136/8 AS DOCUMENT No. 449625, RIGHT RETAINED BY EUGENE AND FLORENCE SCHLEHHARDT TO REMOVE SAND AND GRAVEL.

VOLUME 693 OF RECORDS AT PAGES 295/6 AS DOCUMENT No. 942746 EASEMENT TO WISCONSIN PUBLIC SERVICE CORPORATION FOR GAS LINE.

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THE SUBJECT PARCEL IS ZONED URBAN INDUSTRIAL (UI) DISTRICT, RESIDENTIAL USES ARE NOT APPLICABLE AND FURTHER DEFINED AS FOLLOWS:

CITY OF SHEBOYGAN, WISCONSIN COMPREHENSIVE MASTER PLAN, SUBCHAPTER 15-2: LAND USE REGULATIONS
EFFECTIVE DATE: AUGUST 16, 1996
SECTION 15.03 PURPOSE AND INTENT OF STANDARD ZONING DISTRICTS
(U) URBAN INDUSTRIAL (UI) DISTRICT
1. REGULATIONS APPLICABLE TO NONRESIDENTIAL USES:
a. MAXIMUM BUILDING SIZE: No ∞
b. NONRESIDENTIAL BULK REQUIREMENTS:
C. BUILDING TO FRONT OF STREET SIDE LOT LINE: 25 FEET
D. BUILDING TO RESIDENTIAL SIDE LOT LINE: 25 FEET
E. BUILDING TO NONRESIDENTIAL REAR LOT LINE: 25 FEET
F. BUILDING TO NONRESIDENTIAL SIDE LOT LINE: 5 FEET OR 0 FEET ON ZERO LOT LINE SIDE
G. MAXIMUM BUILDING HEIGHT: 50 FEET (CAN EXCEED 50 FEET W/CONDITIONAL USE PERMIT)
4. ACCESSORY LAND USES
b. CONDITIONAL USE STANDARDS
2. CONDITIONAL USE REGULATIONS:
a. A MINIMUM OF 1 OFF-STREET PARKING SPACE SHALL BE PROVIDED FOR EACH BEDROOM WITHIN A COMMERCIAL APARTMENT. PARKING SPACES PROVIDED BY NONRESIDENTIAL LAND USES ON THE SITE MAY BE COUNTED FOR THIS REQUIREMENT WITH APPROVAL OF THE ZONING ADMINISTRATOR
b. ON-SITE PARKING LOT
c. SPECIAL USE REGULATIONS
b. ACCESS TO AN OFF-SITE PARKING LOT SHALL ONLY BE PERMITTED TO A COLLECTOR OR ARTERIAL STREET.
d. ACCESS AND VEHICULAR CIRCULATION SHALL BE DESIGNED SO AS TO DISCOURAGE CUT-THROUGH TRAFFIC.



BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NE1/4 OF SECTION PK-13-23 WHICH BEARS: S 00°43'19" W

LEGEND
2" IRON PIPE FOUND
1" IRON PIPE FOUND
1" X 18" IRON PIPE SET WEIGHING 1.13 LBS/L.F.
UTILITY POLE
LIGHT POLE
FIRE HYDRANT
WATER VALVE
STORM SEWER INLET
MANHOLE
INVERT ELEVATION
RCP REINFORCED CONCRETE PIPE
PVC POLY VINYL CHLORIDE CONDUIT

CURVE DATA

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C-1	123.8'	362.88'	19°33'52"	N 09°34'17" E	123.21'

TO ROGERS MEMORIAL HOSPITAL, INC. A WISCONSIN NON-STOCK CORPORATION:

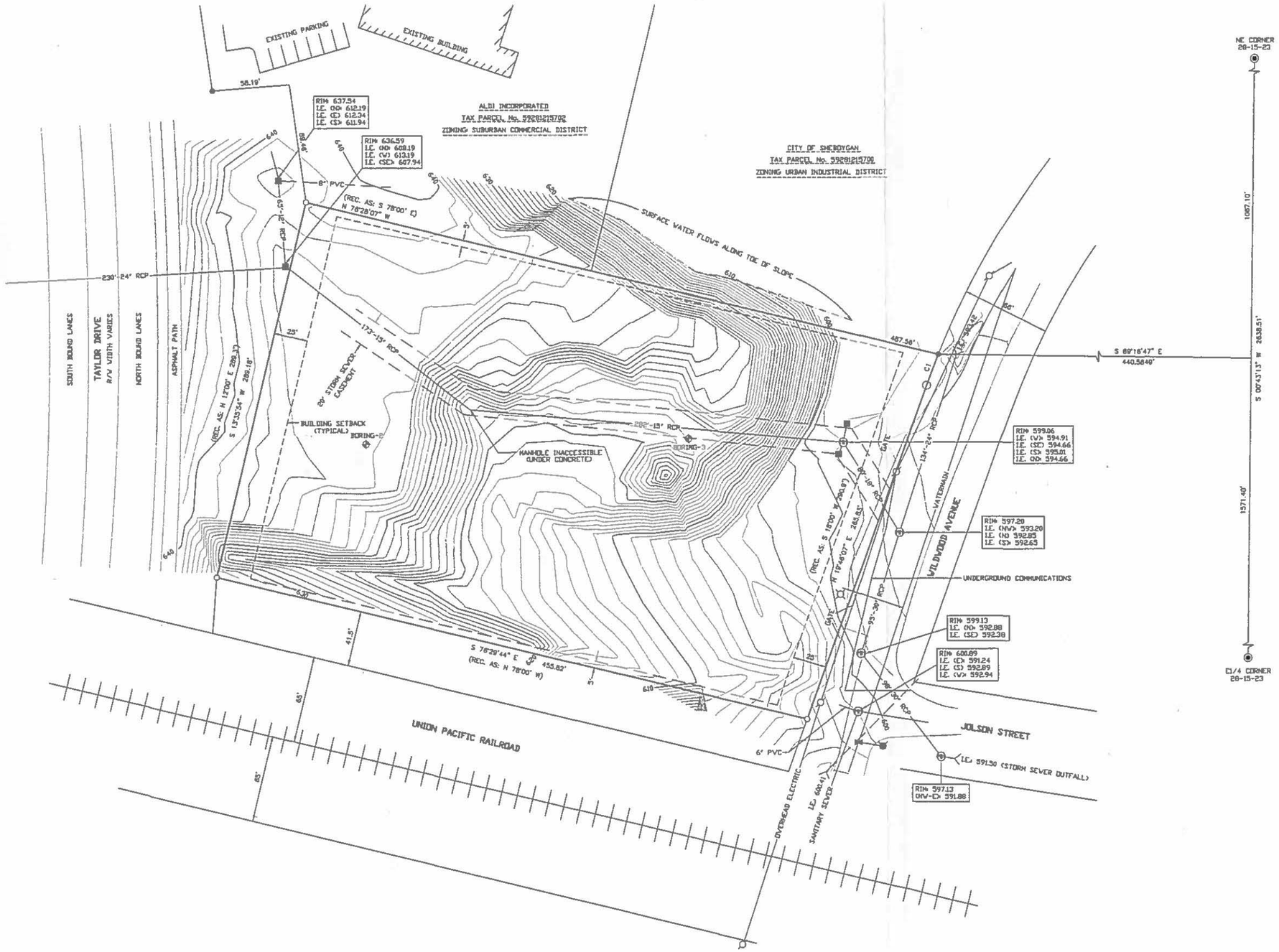
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1,2,3,4,5,7(a),7(c),8,9,13,16,17,20, & 22 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 29, 2020.

DATE OF PLAT OR MAP:

MIKE KOBER
WARNE HALLTOP HOAD
PLYMOUTH, WISCONSIN
(920) 892-4441

SHEET 1 OF 1


OUTPATIENT FACILITY
CBRF
27.9018 ft
21.8081 ft
3.12
19.95
WILDWOOD AVENUE
JOLSON STR
UNION PACIFIC RAILROAD



ALTA/NSPS LAND TITLE SURVEY

PART OF EAST 1/2 OF GOVERNMENT LOT 1 OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, COMMENCING AT THE INTERSECTION OF THE CENTER OF WILDWOOD AVENUE WITH THE NORTH LINE OF A 41.5 FOOT STRIP OF LAND LOCATED NORTH OF AND ADJACENT TO THE NORTH RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 18° EAST ALONG THE CENTER OF SAID AVENUE, 296.9 FEET; THENCE NORTH 78° WEST TO THE WEST LINE OF THE EAST 1/2 OF GOVERNMENT LOT 1; THENCE SOUTH TO THE NORTH LINE OF SAID 41.5 FOOT STRIP; THENCE SOUTH 78° EAST ALONG THE NORTH LINE OF SAID STRIP TO BEGINNING. EXCEPT THEREFROM ANY PORTION THEREOF CONVETED, DEDICATED, LAID OUT, OR USED FOR ROAD PURPOSES.

ALSO

PART OF GOVERNMENT LOT 1, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE NORTH LINE OF A CERTAIN 41.5 FOOT STRIP LYING NORTH OF AND ADJACENT TO THE NORTH RTIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 78°EAST ALONG THE NORTH LINE OF SAID STRIP, 353.9 FEET TO THE POINT OF BEGINNING OF PROPERTY TO BE DESCRIBED; THENCE NORTH 12° EAST, 289.3 FEET; THENCE SOUTH 78° EAST TO THE EAST LINE OF THE WEST 1/2 OF GOVERNMENT LOT 1; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID 41.5 FOOT STRIP; THENCE NORTH 78° WEST ALONG THE NORTH LINE OF SAID STRIP TO BEGINNING.

NOTES:

SITE ADDRESS: 1108 S. WILDWOOD AVENUE, SHEBOYGAN, WISCONSIN 53081

TAX PARCEL No.: 59281215710

FLOOD ZONE CLASSIFICATION:
FIRM PANEL: 55170C0331F
EFFECTIVE DATE: APRIL 4, 2009
CITY OF SHEBOYGAN, WI
ZONE 'X', AREA OF MINIMAL FLOOD HAZARD

GROSS LAND AREA: 136,285 SQ. FT. (3.13 ACRES), MORE OR LESS.

VERTICAL RELIEF IS THE PRODUCT OF AN ON THE GROUND LAND SURVEY, SHOWN AT 1 FOOT INTERVALS, BASED UPON THE CITY OF SHEBOYGAN, WI DATUM AND ORIGINATING BENCHMARKS ARE AS FOLLOWS:

TOP OF THE OPERATING NUT ON A HYDRANT LOCATED AT SE CORNER OF THE INTERSECTION WILDWOOD AVENUE AND NEW JERSEY AVENUE. RECORD ELEVATION: 611.83

TOP OF THE OPERATING NUT OF HYDRANT LOCATED ON THE WEST SIDE OF WILDWOOD AVENUE SOUTH OF NEW JERSEY AVENUE. RECORD ELEVATION: 612.48

NO WDNR DEFINED WETLANDS WERE FIELD DELIEATED OR FOUND ON SUBJECT PARCEL.

UNPLOTTABLE EASEMENTS:

VOLUME "R" OF CONTRACTS AT PAGE 503 AS DOCUMENT No. 369634, GRANT TO WISCONSIN POWER AND LIGHT COMPANY.

VOLUME 272 OF DEEDS AT PAGES 444/5 AS DOCUMENT No. 444125, INGRESS/EGRESS EASEMENT RETAINED BY AMANDA SCHUCHARDT BORGWARDT.

VOLUME 279 OF DEEDS AT PAGES 136/8 AS DOCUMENT No. 449625, RIGHT RETAINED BY EUGENE AND FLORENCE SCHUCHARDT TO REMOVE SAND AND GRAVEL.

VOLUME 633 OF RECORDS AT PAGES 295/6 AS DOCUMENT No. 942769EASEMENT TO WISCONSIN PUBLIC SERVICE CORPORATION FOR GAS LINE.

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THE SUBJECT PARCEL IS ZONED URBAN INDUSTRIAL (UI) DISTRICT, RESIDENTIAL USES ARE NOT APPLICABLE AND FURTHER DEFINED AS FOLLOWS:

CITY OF SHEBOYGAN, WISCONSIN COMPREHENSIVE MASTER PLAN, SUBCHAPTER 15-2: LAND USE REGULATIONS
EFFECTIVE DATE: AUGUST 10, 1996
SECTION 15.103 PURPOSE AND INTENT OF STANDARD ZONING DISTRICTS
(N) URBAN INDUSTRIAL (UI) DISTRICT
4. REGULATIONS APPLICABLE TO NONRESIDENTIAL USES:
a. MAXIMUM BUILDING SIZE: N/A
b. NONRESIDENTIAL BULK REQUIREMENTS:
C. BUILDING TO FRONT OR STREET SIDE LOT LINE: 25 FEET
D. BUILDING TO RESIDENTIAL SIDE LOT LINE: 25 FEET
E. BUILDING TO NONRESIDENTIAL REAR LOT LINE: 25 FEET.
F. BUILDING TO NONRESIDENTIAL SIDE LOT LINE: 5 FEET OR 0 FEET ON ZERO LOT LINE SIDE.
K. MAXIMUM BUILDING HEIGHT: 50 FEET (CAN EXCEED 50 FEET W/CONDITIONAL USE PERMIT)
8. ACCESSORY LAND USES
a. COMMERCIAL APARTMENTS
3. CONDITIONAL USE REGULATIONS:
b. A MINIMUM OF 1 OFF-STREET PARKING SPACE SHALL BE PROVIDED FOR EACH BEDROOM WITHIN A COMMERCIAL APARTMENT. PARKING SPACES PROVIDED BY NONRESIDENTIAL LAND USES ON THE SITE MAY BE COUNTED FOR THIS REQUIREMENT WITH APPROVAL OF THE ZONING ADMINISTRATOR.
b. ON-SITE PARKING LOT
2. SPECIAL USE REGULATIONS:
a. ACCESS TO AN OFF-SITE PARKING LOT SHALL ONLY BE PERMITTED TO A COLLECTOR OR ARTERIAL STREET.
b. ACCESS AND VEHICULAR CIRCULATION SHALL BE DESIGNED SO AS TO DISCOURAGE CUT-THROUGH TRAFFIC.

N

0 40 80 120

1 INCH = 40 FEET

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NE1/4 OF SECTION 28-15-23 WHICH BEARS: S 00°43'15" W

LEGEND:
- 2" IRON PIPE FOUND
- 1" IRON PIPE FOUND
- 1" X 18" IRON PIPE SET WEIGHING 1.13 LBS./LF.
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER INLET
- MANHOLE
- I.E. INVERT ELEVATION
- RCP REINFORCED CONCRETE PIPE
- PVC POLY VINYL CHLORIDE CONDUIT

CURVE DATA

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C 1	24.92'	826.88'	2°18'40"	N 20°54'27" E	24.92'

TO ROGERS MEMORIAL HOSPITAL, INC. A WISCONSIN NON-STOCK CORPORATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1,2,3,4,5,7(a), 7(c), 8, 11,16,18,19, 21, & 22 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 29, 2019.

DATE OF PLAT OR MAP:

MIKE KOBER
W6200 HILLTOP ROAD
PLYMOUTH, WISCONSIN
(920) 892-4441

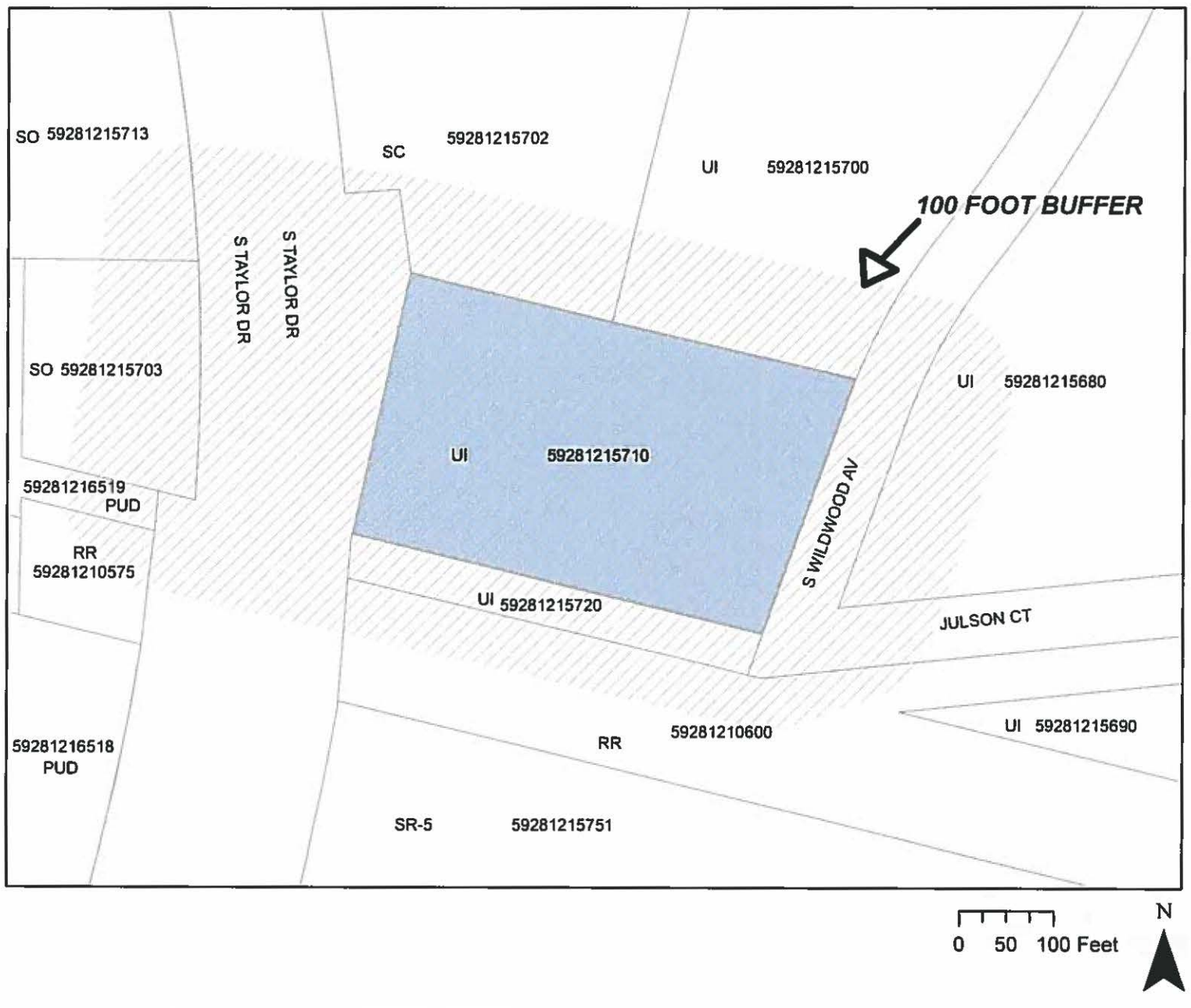

CITY OF SHEBOYGAN
TAX PARCEL No. 59281215700
ZONING: URBAN INDUSTRIAL DISTRICT
SURFACE WATER FLOWS ALONG TOE OF SLOPE
OUTPATIENT FACILITY
CBRF
BUILDING SETBACK (TYPICAL)
MANHOLE (UNDER CO)
3.1244 ft
89.1873 ft
21.8081 ft
27.9018 ft
19.3688 ft
487.56'
455.82'
S 76°29'44" E
(REC. AS: N 78°00' W)
(REC. AS: S 78°00' E)
N 76°28'07" W
(REC. AS: N 12°00' E 289.3')
S 13°35'54" W 289.18'
S 18°00' E
I.E. (S): 611.94
RIM: 636.59
I.E. (N): 608.19
I.E. (W): 613.19
I.E. (SE): 607.94
8" PVC
65'-12" RCP
144'-15" RCP
80'-18" RCP
95'-30" RCP
98'-30" RCP
134'-24" RCP
6" PVC
I.E. 593.42
RIM: 599.13
I.E. (N): 592.88
I.E. (SE) 592.38
RIM: 600.89
I.E. (E): 591.24
I.E. (S) 592.89
I.E. (W): 592.94
I.E. 591.50 (ST
WATERMAIN
UNDERGROUND
GATE
NORTH BOUND LANES
ASPHALT PATH
WILDWOOD AVENUE
JOLSON STR
UNION PACIFIC RAILROAD
640
630
620
610
600
41.5'
65'
25'
5'

PROPOSED REZONE

OF PARCEL NO. 59281215710
FROM URBAN INDUSTRIAL (UI)
TO SUBURBAN OFFICE (SO)

TOWN: 15N RANGE: 23E SECTION: 28

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.



CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 191756
License No: 0000
Date: 12/03/2019
Received By: MMD
Received From: JOSEPH BRONOSKI
Memo: ROGERS BEHAVIORAL HEALTH REZONE
Method of Payment: $200.00 Check No. 365
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 CLERK. December 16, 2019.

Submitting a claim from Anna Stacie DeSantos for alleged injuries when she fell due to a lip in the sidewalk on Lakeshore Drive.

_____
CITY CLERK

Finance
Personnel

DATE RECEIVED 11-27-19

NOV 27 '19 PM 4:11

RECEIVED BY MKC

CLAIM NO. 21-19

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: Anna Stacie DeSantos
2. Home address of Claimant: 3807 South 14th Street, Sheboygan, WI 53081
3. Home phone number: (920) 803-9056
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) July 31, 2019 about 5:15-5:30 pm
6. Where did damage or injury occur? (give full description) I, Anna DeSantos Fell due to a lip in the sidewalk of Lakeshore Drive. Roughly area before the Second Tree. Broken Rib Bruised Chest wall (L) Shoulder (L) Knee and (L) arm/hand, Hip foot
7. How did damage or injury occur? (give full description) I was walking South on Lakeshore Drive. Crossed at High Avenue, following sidewalk (small bend around corner to Lake Shore Drive. Before 2nd tree I fell due to a lip in the sidewalk
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: Sidewalk (lip) Lakeshore Drive & High Avenue - up the bend before 2nd tree

   (b) Claimant's statement of basis for such liability: Lip Sidewalk pretty high - dangerous for walking. I fell. Broke a rib - Bruised pretty much (L) side of my bottom.

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").

Left Broken rib- Bruised (L) Shoulder-Arm-hand, hip, rib cage, Knee, Chest wall, Foot

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

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

Auto:	$
Property:	$
Personal injury:	$ 2,375.22
Other: (Specify below Pain/Suffering	$ 624.78
TOTAL	$ 3,000.00

Damaged vehicle (if applicable)

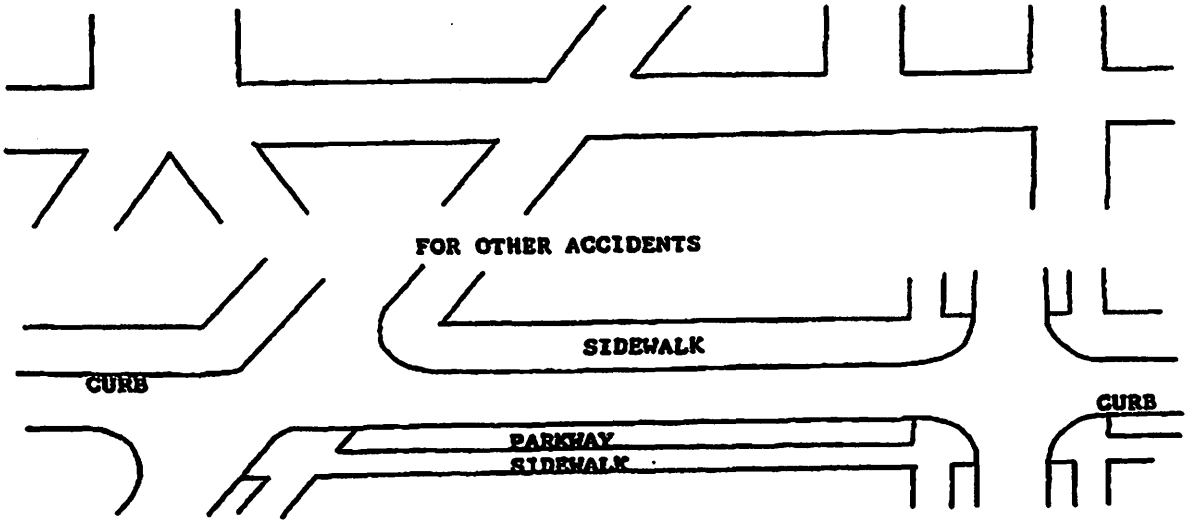
Make: N/A Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals:

N/A

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

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



SIGNATURE OF CLAIMANT Anna S. DeSantos DATE 11-27-19

DATE RECEIVED 11-27-19

RECEIVED BY MKC

CLAIM NO. 21-19

CLAIM

Claimant's Name: Anna Stacie DeSantos

Claimant's Address: 3807 So. 14th St.
Sheboygan, WI 53081

Claimant's Phone No. (920) 803-9056

Auto	$
Property	$
Personal Injury	$ 2,375.22
Other (Specify below)	$ 624.78
TOTAL	$ 3,000.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $3,000.00.

$624.78 Pain + Suffering

SIGNED Anna S. DeSantos DATE: 11-27-19

ADDRESS: 3807 South 14th Street

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

hps

the clear solution to healthcare confusion

Health Payment Systems, Inc.
PO Box 1450
Milwaukee, WI 53201-1450

Address Service Requested

Account Number	400669
Statement Number	5159326
Statement Period	09/14/2019-10/14/2019
Payment Due Date	11/13/2019

ACCOUNT SUMMARY

Previous Balance	0.00
Less Payment (-)	0.00
Less Adjustments (-)	0.00
Subtotal (=)	0.00
New Charges (+)	355.43
Total Amount Due	$355.43

REFER TO THE FOLLOWING PAGES FOR DETAILS OF YOUR BALANCE

JUAN DE SANTOS
3807 S 14TH ST
SHEBOYGAN WI 53081-7258

0005 002281

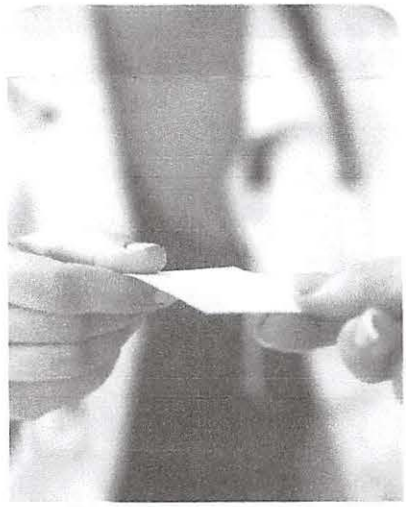
Your SuperEOB® Invoice

Questions?

Customer Care is available for assistance at 888.477.7968, 7 a.m. - 8 p.m. (Monday - Thursday), 7 a.m. - 5 p.m. (Friday) and 9 a.m. - 1 p.m. (Saturday) CT or via email at customercare@hps.md

Additional Payment Options:

- Pay online at hps.md/pay-now
- You may qualify for financial assistance through your provider. Visit hps.md/financialhelp or contact 888.477.7968 for details.



Other health insurance?
Call Customer Care to avoid billing discrepancies.

PAYMENT COUPON - DETACH HERE

118711-78

IF PAYING BY CREDIT/DEBIT CARD

☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS ☐ DISCOVER

CARD NUMBER | SECURITY CODE | EXP DATE

I hereby authorize Health Payment Systems to charge the above Credit Card or Debit Card.

SIGNATURE

Account Number	400669
Member Name	JUAN DE SANTOS
Statement Number	5159326
Statement Period	09/14/2019-10/14/2019
Payment Due Date	11/13/2019
Total Amount Due	$355.43

Amount Enclosed $_____

☐ See reverse side for address information correction.

➤ Please allow 5 to 7 days for delivery and processing when sending payment by mail.

➤ To save time and postage, you may make payments online at hps.md/pay-now or call 888.477.7968.

PLEASE MAKE CHECKS PAYABLE TO HPS & SEND PAYMENTS TO:

Health Payment Systems, Inc.
PO Box 1450
Milwaukee, WI 53201-1450

0003110000000000000000000400669051593260035543 9

hps

the clear solution to healthcare confusion

Your Health Care Transaction Summary

Account Number	400669
Statement Number	5159326
Statement Period	09/14/2019-10/14/2019
Payment Due Date	11/13/2019
Total Amount Due	$355.43

NEW HEALTH CARE SERVICES & CHARGES

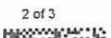
Date of Service	Patient Name	Health Care Provider	Claim Number	Non-Covered Charges	Allowed Amount	Paid by Insurance	Member Owes
07/31/2019	ANNA DESANT	COLE OHARA	1954505401	$0.00	$1182.48	$1182.48	$0.00
07/31/2019	ANNA DESANT	HENRY K FEIDE	1950744701	$0.00	$108.58	$108.58	$0.00
07/31/2019	ANNA DESANT	HENRY K FEIDE	1950744801	$0.00	$315.84	$315.84	$0.00
07/31/2019	ANNA DESANT	ST NICHOLAS H	1949170201	$0.00	$4400.29	$4150.29	$250.00
09/11/2019	ANNA DESANT	Servicing Provid	1959228401	$0.00	$105.43	$0.00	$105.43

- Refer to the following pages for additional claim details TOTAL NEW HEALTH CARE SERVICES & CHARGES $355.43

New charges will not automatically be included into a preexisting payment arrangement. Please contact Customer Care at 888.477.7968 to have them added.

HOW TO INTERPRET THE EOB PAGES THAT FOLLOW

Health Care Provider The name of the individual provider or the facility institution that provided services.
Claim Number Uniquely assigned number to identify the services once processed through your benefit plan.
Type of Service A general description of the services rendered by the Health Care Provider.
Amount Billed The total amount billed by the Health Care Provider for each service.
Non-Covered Charges (Member May Owe Healthcare Provider) - These non-covered charges - as determined by your health plan - may be owed by you directly to your provider of service. These charges are not included in the "New Balance Due" (above).
Provider Discounts These are negotiated reductions on billed services between HPS and the Health Care Provider.
Allowed Amount This is the amount to be allowed by your plan after discounts and non-covered charges are considered.
Paid by Insurance The amount paid by benefit plan.
Member Owes (Due to HPS) - This is the amount you owe after the discount, non-covered charges, and health plan payment. It is the sum of any deductible, coinsurance, or copayment amounts.
Remark Codes Additional messages that may explain how your claim was processed.



hps

the clear solution to healthcare confusion

Account Number	400669
Statement Number	5159326
Statement Period	09/14/2019-10/14/2019

Cont. Explanation of Benefits (EOB)

Type of Service - Personal Health Information can not be displayed on this document. For more details please call Auxiant at 800-279-6772.
Member Owes - This is the combination of the deductible, co-insurance, and copay amounts determined by your health plan. This amount is owed to HPS as your provider had already been paid on your behalf.

Patient Name: ANNA DESANTOS
Provider: ST NICHOLAS HOSPITAL
Relationship to Insured: Dependent

Claim Number: 1949170201

Dates of Service From-To	Type of Service	Amount Billed	Non-Cov. Charges (-)	Provider Discounts (-)	Allowed Amount (=)	Ins. Paid	Deductible Amount	Co-Pay Amount (+)	Co-Insurance (+)	Member Owes (=)	Remark Codes
07/31-07/31/2019	EMERGENCY MED	8.00	0.00	2.47	5.53	0.00	0.00	5.53	0.00	5.53	ht
07/31-07/31/2019	EMERGENCY MED	300.00	0.00	92.70	207.30	0.00	0.00	207.30	0.00	207.30	ht
07/31-07/31/2019	EMERGENCY MED	330.00	0.00	101.97	228.03	190.86	0.00	37.17	0.00	37.17	ht
07/31-07/31/2019	EMERGENCY MED	330.00	0.00	101.97	228.03	228.03	0.00	0.00	0.00	0.00	ht
07/31-07/31/2019	EMERGENCY MED	1800.00	0.00	556.20	1243.80	1243.80	0.00	0.00	0.00	0.00	ht
07/31-07/31/2019	EMERGENCY MED	1800.00	0.00	556.20	1243.80	1243.80	0.00	0.00	0.00	0.00	ht
07/31-07/31/2019	EMERGENCY MED	1800.00	0.00	556.20	1243.80	1243.80	0.00	0.00	0.00	0.00	ht
	Totals	**6368.00**	**0.00**	**1967.71**	**4400.29**	**4150.29**	**0.00**	**250.00**	**0.00**	**250.00**	

Health Coverage Remark Codes

ht HEALTH PAYMENT SYSTEMS SOLUTIONS DISCOUNT
PATIENT NOT RESPONSIBLE FOR DISCOUNT.
** For current deductible and out of pocket status, please visit www.auxiant.com

Patient Name: ANNA DESANTOS
Provider: Servicing Provider
Relationship to Insured: Dependent

Claim Number: 1959228401

Dates of Service From-To	Type of Service	Amount Billed	Non-Cov. Charges (-)	Provider Discounts (-)	Allowed Amount (=)	Ins. Paid	Deductible Amount	Co-Pay Amount (+)	Co-Insurance (+)	Member Owes (=)	Remark Codes
09/11-09/11/2019	Medicine Servi	145.00	0.00	39.57	105.43	0.00	105.43	0.00	0.00	105.43	ht
	Totals	**145.00**	**0.00**	**39.57**	**105.43**	**0.00**	**105.43**	**0.00**	**0.00**	**105.43**	

Health Coverage Remark Codes

2019 deductible to be satisfied is 1394.57
ht HEALTH PAYMENT SYSTEMS SOLUTIONS DISCOUNT
PATIENT NOT RESPONSIBLE FOR DISCOUNT.
** For current deductible and out of pocket status, please visit www.auxiant.com

118711-80

City of Sheboygan Fire Dept.
825 Tech Center Drive, Ste 200
Gahanna OH 43230

Make a one-time payment | **QUICK PAY**

Fast Simple Secure

STATEMENT - PAST DUE

For help with billing questions, please call: 888-987-3014. To pay online or update your insurance information, go to www.sheboyganwi.gov.

Pay Online: www.sheboyganwi.gov

Account Number	Due Date	Amount Due	Amount Paid
53630081	Upon Receipt	$704.00	$

Addressee

Please make checks payable and remit to:

16092267 - 8905

Anna DeSantos
3807 S 14th St
Sheboygan WI 53081-7258

City of Sheboygan Fire
825 Tech Center Drive, Ste 200
Gahanna OH 43230

☐ Check if address/insurance changes are on back

Please detach and return top portion with payment.

Account Number	Account Name	Statement Date	Due Date
53630081	Anna DeSantos	11/19/2019	Upon Receipt

Date	Service Description	Charges	Payments/ Adjustments	Patient Balance
07/31/2019	**PATIENT: ANNA DESANTOS** INCIDENT #: 773061 Emergency Medical Services	$704.00		
	TOTAL BALANCE			**$704.00**
	We have previously contacted you requesting payment as a result of ambulance service provided on 07/31/2019. Your account is past due and needs attention. We already have filed a claim to Health Payment Systems, but more than 45 days have passed and we have not received a response. If this is not your insurance, please complete and sign the back of this form with your correct insurance and return to us. Please make sure your name is exactly as it appears on your insurance card. If this is your correct insurance, please contact them immediately to resolve the account balance or pay the balance in full.			

MESSAGES

In order to process your claim, please provide your insurance information on the back of this bill and mail the form to City of Sheboygan Fire Dept., 825 Tech Center Drive, Ste 200, Gahanna OH 43230 or fax it to 614-987-2075. To pay online, go to www.sheboyganwi.gov.

INSURANCE INFORMATION

Primary:.....Health Payment Systems
Anna DeSantos

AMOUNT DUE: $704.00

IHC ST NICHOLAS EMERG PHYS,LLC
PO BOX 80265
PHILADELPHIA, PA 19101-1265

ISN

STATEMENT OF ACCOUNT (2)

Statement Date: November 04, 2019

Account Number:	ISN20153167
Patient Name:	ANNA STACY DE SANTOS
Access Code:	1943-20153167

Due Date: PAST DUE

Amount You Owe: $70.95

091914-000002015316 7-04
#BWNJFDB
#00000000ISN76775#
ANNA STACY DE SANTOS
3807 S 14TH ST
SHEBOYGAN WI 53081-7258

0050 024623

YOU ACCOUNT IS NOW SERIOUSLY PAST DUE, AND A DELINQUENCY REVIEW IS BEING CONDUCTED.

Pay Online
WWW.MYMEDICALPAYMENTS.COM
1-800-355-2470 MON-FRI 9:30AM - 4:00PM

TAX ID # 13-4244861

Services provided at:
HSHS ST NICHOLAS HOSPITAL - 3100 SUPERIOR AVENUE - SHEBOYGAN WI 53081-1948

Date of Service	CPT Code	Description	Provider	Charges	Payments or Adjustments	Explanation	Amount You Owe
07/31/2019	99285	EMERG INJURY EVAL & MGMT-LVL 5	DR. O HARA	$1,516.00	$1,445.05	1,2	$70.95

1. INSURANCE CONTRACTUAL ALLOWANCE
2. INSURANCE PAYMENT

Total Charges:	$1,516.00
Current Patient Responsibility:	$70.95

Insurance Information:
Insurance 1: HEALTH PAYMENT SYSTEMS TPA - HEALTH PAYMENT SYS

95213-R1-9634

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR REMITTANCE.

Pay Online
www.MyMedicalPayments.com

Statement Date:	11/04/19
Account Number:	ISN20153167
Patient Name:	ANNA STACY DE SANTOS

Payment Due By: PAST DUE
Amount Due: $70.95
Amount Enclosed:

PAY $70.95 BY DUE DATE

Guarantor: Anna Stacie DeSantos

ANNA STACY DE SANTOS
3807 S 14TH ST
SHEBOYGAN, WI 53081

1 of 1

Make Check/Money Order payable to:

IHC ST NICHOLAS EMERG PHYS,LLC ISN
PO BOX 80265
PHILADELPHIA, PA 19101-1265

☐ If your address has changed, check this box. and complete the reverse side of this form

091914000002015316700007095000000000005

COLUMBIA ST. MARY'S COMMUNITY PHYSICIANS

Guarantor Name	Anna S Desantos
Patient Account #	509205A11299
Statement Date	10/22/2019

Your Account Status

Your insurance has been billed correctly and the remaining balance is your responsibility.

Charges	$706.00
Previous Payments & Credits	$0.00
Payment Due Upon Receipt	**$706.00**

PROFESSIONAL FEES

Charges for services rendered by a provider, such as an examination or explanation of results.

Patient Name: **Anna Desantos**
Provider Name: CARMEN RUIZ NP
Service Location: MARSHO SHEBOYGAN

Date	Description	Charge Status	Charges	Payments/ Credits	Patient Balance
08/20/2019	OFFICE/OUTPATIENT VISIT EST		$246.00		
	Patient Balance				$246.00

Patient Name: **Anna Desantos**
Service Location: MARSHO SHEBOYGAN

Date	Description	Charge Status	Charges	Payments/ Credits	Patient Balance
08/20/2019	X-RAY EXAM OF RIBS, LEFT SIDE		$460.00		
	Patient Balance				$460.00

TOTAL PATIENT BALANCE **$706.00**

121091--2680

What is a Patient Statement?

If you met with a doctor, your statement may include professional fees for the services your doctor provided, such as an examination or an explanation of test results.

If you received services at a hospital, your statement may also include facility fees for technicians' services, equipment, or supplies. Facility fees may have similar service descriptions as professional fees.

Any dispute regarding this statement or any amounts due must be submitted in writing to:
P.O. Box 19000, Belfast, ME 04915-4085
Submitting payment in an amount less than the total on this statement shall not constitute an offer to settle any dispute, regardless of any accompanying communication.

Auxiant
2450 Rimrock Road
Suite 301
Madison WI 53713

Auxiant
Your Integrated Benefits Partner

Forwarding Service Requested

**********ALL FOR AADC 530
PB-MAD-601-ENV 2322 6
JUAN DE SANTOS
3807 SOUTH 14TH ST
SHEBOYGAN WI 53081-7258

Customer Care Information

Questions? Contact Customer Service at 800-279-6772 or visit us online at www.auxiant.com

Member ID: 968005791
Enrollee: JUAN DE SANTOS
Patient: ANNA DESANTOS
Claim #: 19647359-01
Patient #: X53630081A0
Group Name: PLYMOUTH FOAM LLC
Group #: P983
Date Paid: 10/29/2019

Explanation of Benefits

THIS IS NOT A BILL
RETAIN FOR TAX PURPOSES

Provider: CITY OF SHEBOYGAN FIRE DEPARTMENT

Claim Detail

Dates of Service	Service Code	Total Charge	Discount Amount	Ineligible Amount	Reason Code	Covered By Plan	Co-Pay Amount	Deductible Amount	Remaining Balance	Paid At	Plan Payment Amount
07/31-07/31/19	28	$640.00	$0.00	$147.68	p8	$492.32	$0.00	$492.32	$0.00	100%	$0.00
07/31-07/31/19	28	$64.00	$0.00	$17.48	p8	$46.52	$0.00	$46.52	$0.00	100%	$0.00
	Column Totals	**$704.00**	**$0.00**	**$165.16**		**$538.84**	**$0.00**	**$538.84**	**$0.00**		**$0.00**

Patient's Responsibility: $538.84

Other Credits or Adjustments	**$0.00**
Total Net Payment	**$0.00**

The ineligible amount marked by "p8" above is a reduction to the plan's usual and customary rate for non-network services. This EOB does not include that reduction as Patient Responsibility. If your provider bills you for these ineligible(s), please fax us this EOB along with any balance bill to 319-362-0538 for assistance.
This reduction is technically patient responsibility and if we are unable to secure pricing with the provider, a revised EOB showing it as patient responsibility will be forthcoming.

Services

Code	Description
28	AMBULANCE

Remarks

Code	Description
p8	PAID ACCORDING TO ERS/ESTABLISHED REIMBURSEMENT SCHEDULE. PATIENT SHOULD NOT BE BILLED THE REDUCED CHARGES.

Accumulators

Member	Description	Max Amount	Amount Met	Amount Remaining
ANNA DESANTOS	Individual Non-Network Deductible	$1,500.00	$644.27	$855.73
ANNA DESANTOS	Individual Non-Network Out of Pocket	$2,500.00	$894.27	$1,605.73
ANNA DESANTOS	Family Non-Network Deductible	$3,000.00	$774.76	$2,225.24
ANNA DESANTOS	Family Non-Network Out of Pocket	$5,000.00	$1,024.76	$3,975.24

Additional Information

* Visit us online for 24/7 access to Claims, Eligibility, Deductible and Out-of-Pocket, Benefit Information, and more! Register for an account at: www.auxiant.com

* Auxiant is a third party administrator, not an insurance company. Auxiant is not responsible for the funding of benefits. PATIENT IS RESPONSIBLE FOR ALL DEDUCTIBLES, CO-PAYMENTS AND CERTAIN INELIGIBLE AMOUNTS.

Important Message

Please see enclosure for appeal rights and procedures. An ombudsman is not currently available in your state.

II

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

Submitting a claim from Kathleen E. Kist for alleged damages to her vehicle when it was involved in a collision with a City of Sheboygan vehicle.

Finance + Personnel

_____
CITY CLERK

DEC 2 '19 AM 11:14

DATE RECEIVED 12-2-19

RECEIVED BY MMC

CLAIM NO. 22-19

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: Kathleen E Kist
2. Home address of Claimant: N6757 Kapur Dr Sheboygan Falls, WI 53085
3. Home phone number: (920) 918-4499
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 9/6/19 @ 7:58 AM
6. Where did damage or injury occur? (give full description) Rear Bumper of car
7. How did damage or injury occur? (give full description) Operator 1 was following too close to operator 2 and the force of operator rearending operator 2 who then rearended operator 3
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: Matthew Braesch

   (b) Claimant's statement of the basis of such liability: Going straight & was following too close causing the accident

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").

No injuries

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

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

Auto:	$ 1,812.10
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 1,812.10

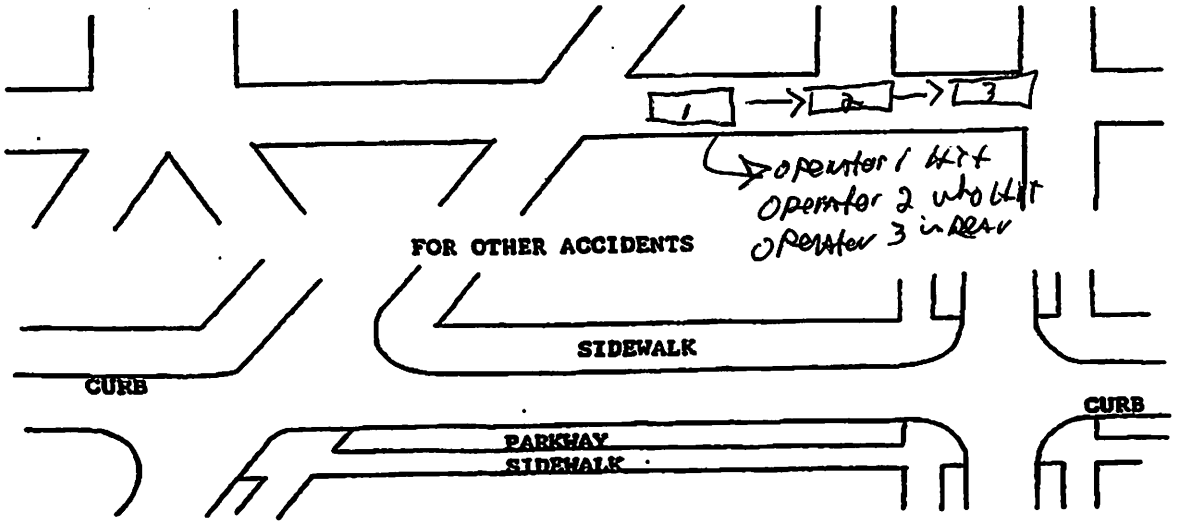
Damaged vehicle (if applicable)

Make: Lexus Model: RX 350 Year: 2015 Mileage: 50,777

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 Kathleen E. Kat DATE 11/26/19

DATE RECEIVED 12-2-19

RECEIVED BY MKC

CLAIM NO. 22-19

CLAIM

Claimant's Name: Kathleen Kist

Claimant's Address: N6257 Kapur Dr
Sheboygan Falls, WI 53085

Claimant's Phone No. (920) 918-4499

Auto	$ 1,812.10
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 1,812.10

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1,812.10 .

SIGNED Kathleen E Kist DATE: 11/26/19

ADDRESS: N6257 Kapur Dr
Sheboygan Falls, WI 53085

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

Wisconsin Motor Vehicle Accident Report

MV4000e 01/2005

PK2011

G7L0D6N00M

POLICE # C19-17870

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L0D6N00M	Document Override Number:
Agency Accident Number:		Police Number: C19-17870		
4 - Accident Date: 09/06/2019	5 - Time of Accident (Military Time): 0758	6 - Total Units: 3	7 - Total Injured: 0	8 - Total Killed: 0
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY		11 - Accident Location: NON-INTERSECTION	
14 - On Hwy No.: 23	14 - On Street Name:	14 - Bus/Fmt/Rmp:	15 - Est. Dist: 48	Ft/Mi: F	15 - Hwy. Dir: WEST
16 - Fr/At Hwy No.:	16 - From/At Street Name: N 15TH ST	16 - Business/Frontage/Ramp:		
17 - Structure Type:	17 - Structure Number:	12 - Latitude: 43.756352583746	13 - Longitude: -87.72478778459	
80 - First Harmful Event: MOTOR VEHICLE IN TRANSPORT	93 - Manner of Collision: REAR-END			
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: HILL	Surface Type: CONCRETE - 1	
115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)				
117 - Relation To Roadway: ON-ROADWAY				
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: DRY	118 - Weather: CLOUDY		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken	9 ☐ Trailer or Towed
9 ☐ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☒ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number:	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status:	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel: EAST	24 - Speed Limit: 25
36 - Operating as Classified: D	37 - Endorsements:	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number: B6205577306009	30 - State: WI	31 - Expiration Year: 2020	34 - On Duty Accident: P
25 - Operator/Pedestrian Last Name: BRAESCH	25 - First Name: MATTHEW	25 - Middle Initial: S	25 - Suffix:
32 - Date Of Birth: 02/20/1973	33 - Sex: M		
26 - Address Street & Number: 1315 N 23RD	26 - PO Box:		
27 - City: SHEBOYGAN	27 - State: WI	27 - Zip Code: 53081	28 - Telephone Number: 920-459-3333
39 - Seat Position: FRONT-SEAT-LEFT	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location:	92 - Pedestrian Action:	
119 - What Driver Was Doing: GOING-STRAIGHT	120 - Traffic Control: NO-CONTROL	62 - No. of Citations Issued: 0	
64 - 1st Statute No.:	64 - 2nd Statute No.:	64 - 3rd Statute No.:	64 - 4th Statute No.:	64 - 5th Statute No.:
122 - Driver Factors: FOLLOWING-TOO-CLOSE				
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content:	91 - Drug Test: TEST-NOT-GIVEN	

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
E6649	OFF	WI		1FM5K8AR5HGC25959

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2017	FORD	EXPLORER	UT	BLK	

94 - Vehicle Damage
NO DAMAGE

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name
CITY OF SHEBOYGAN

47 - Address Street & Number	47 - PO Box
828 CENTER AVE	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3333

Insurance

INS 01

63 - Liability Insurance Company	60
CIVMC	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company
CITY OF SHEBOYGAN

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	EAST	25

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
L1505569554208	WI	2022	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
LEFFIN	MOLLIE	ROSE	

32 - Date Of Birth	33 - Sex
02/02/1995	F

26 - Address Street & Number	26 - PO Box
882 IROQUOIS TRL	

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-918-5022

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
SLOWING-OR-STOPPING	NO-CONTROL	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors
NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 02

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	1

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
654UED	AUT	WI		JM1BM1V72E1115192

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2014	MAZD	MAZDA3 TOU	4D	WHI	

94 - Vehicle Damage
FRONT PASSENGER SIDE, REAR, FRONT DRIVER SIDE, FRONT

95 - Extent Of Damage	96	97 - Vehicle Removed By
MODERATE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 02

45
☒ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
LEFFIN	MOLLIE	ROSE		02/02/1995

46 - Company Name

47 - Address Street & Number	47 - PO Box
882 IROQUOIS TRL	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN FALLS	WI	53085	920-918-5022

Insurance

INS 02

63 - Liability Insurance Company	60
AMERICAN FAMILY INS CO	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
LEFFIN	MOLLIE

61 - Policy Holder Company

School Bus

BUS 02

Bus Travelling to/from	School Name	Body Make	Seating Capacity
◯ To ◯ From			

School District Contracted With:

Operator/Pedestrian

OPERATOR/PEDESTRIAN 03

Unit Status	81 - Most Harmful Event: Collision With: MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel: EAST	24 - Speed Limit: 25
36 - Operating as Classified: D	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number: K2305055988007	30 - State: WI	31 - Expiration Year: 2025	34 - On Duty Accident
25 - Operator/Pedestrian Last Name: KIST	25 - First Name: KATHLEEN	25 - Middle Initial: E	25 - Suffix
32 - Date Of Birth: 10/20/1959	33 - Sex: F		
26 - Address Street & Number: N6257 KAPUR DR	26 - PO Box		
27 - City: SHEBOYGAN FALLS	27 - State: WI	27 - Zip Code: 53085	28 - Telephone Number: 330-283-0817
39 - Seat Position: FRONT-SEAT-LEFT	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: SLOWING-OR-STOPPING	120 - Traffic Control: NO-CONTROL	62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors: NOT-APPLICABLE			
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN	
91 - Drugs Reported			
124 - Highway Factors			

Vehicle

VEHICLE 03

21 - Unit Type: AUTOMOBILE	Vehicle Type: PASSENGER-CAR				22 - Total Occupants: 1
56 - License Plate Number: 589VDG	57 - Plate Type: AUT	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 2T2BK1BA3FC304710	
50 - Year: 2015	51 - Make: LEXS	52 - Model: RX 350	53 - Body Style: LL	54 - Color: RED	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: REAR					
95 - Extent Of Damage: MINOR	96 ☐ Vehicle Towed Due To Damage	97 - Vehicle Removed By: OPERATOR			
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 03

45 ☒ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
KIST	KATHLEEN	E		10/20/1959

46 - Company Name

47 - Address Street & Number	47 - PO Box
N6257 KAPUR DR	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN FALLS	WI	53085	330-283-0817

Insurance

INS 03

63 - Liability Insurance Company: ALLSTATE INDEMNITY CO

60 ☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
KIST	KATHLEEN

61 - Policy Holder Company

School Bus

BUS 03

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

ON FRIDAY 9/6/19, AT APPROXIMATELY 0758HRS, DURING MORNING RUSH HOUR, THERE WAS A THREE CAR COLLISION IN THE EASTBOUND NUMBER TWO LANE OF THE 1500 BLOCK OF ERIE AVENUE/HIGHWAY 23. ALL THREE VEHICLES WERE DRIVING EAST IN THE SAME LANE, NUMBER 2. THE DRIVERS WERE APPROACHING THE NORTH 14TH STREET INTERSECTION WITH ERIE AVENUE. THE ROADWAY HAS A DOWNHILL DECLINE. TRAFFIC STANDARDS CONTROLLED INTERSECTION. THE TRAFFIC LIGHT WAS RED FOR EASTBOUND TRAFFIC. V-3 SAID SHE STOPPED QUICKLY FOR A CAR THAT HAD STOPPED IN FRONT OF HER. TRAFFIC HAD BEEN STOP AND GO AS IT BACKED UP FROM THE INTERSECTION. SUDDENLY, V-3 WAS REAR ENDED BY V-2. V-2 SAID SHE STOPPED FOR V-3. TRAFFIC WAS HEAVY AND VEHICLES WERE CLOSE TOGETHER. SUDDENLY, V-2 WAS REAR ENDED AND PUSHED INTO V-3. V-1 SAID HE WAS DRIVING EAST WHEN HE SUDDENLY REALIZED THE VEHICLE IN FRONT OF HIM HAD STOPPED. V-1 WAS UNABLE TO STOP BEFORE REAR ENDING V-2, WHICH WAS PUSHED BY V-1 INTO V-3. THERE WERE NO REPORTED INJURIES. NO WITNESSES WERE LOCATED. V-1 FOLLOWED TOO CLOSELY AND STRUCK V-2 THAT STOPPED FOR V-3. V-1 PUSHED V-2 INTO V-3.

Officer Information

PK2011

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
PATTON	TIMOTHY		256

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3333

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
09/06/2019	0758	0758	09/12/2019

Agency Accident Number	Police Number	19 - Special Study
	C19-17870	

18 - Agency Space

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

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

11/23/2019 09:04 AM

Owner

Owner: DAVE KIST
Address: N6257 KAPUR DRIVE
City State Zip: Sheboygan Falls, WI 53085
Cell: (920)918-4499
FAX:

Inspection

Inspection Date: 11/23/2019 09:04 AM
Primary Impact: Rear
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: 2

Vehicle

2015 Lexus RX350 STD 4 DR Wagon
6cyl Gasoline 3.5
6-Speed Automatic

Lic.Plate: 589VDL
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: CLARET MICA
Ext. Refinish: Two-Stage
Ext. Paint Code: 3S0
Lic State: WI
VIN: 2T2BK1BA3FC304710
Mileage: 50,777
Mileage Type: Actual
Code: LX633A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Auxiliary Audio Input
Bodyside Cladding	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Dual Airbags

Dual Power Seats	Dual Pwr Lumbar Supports	Dual Zone Auto A/C
Emergency S.O.S. System	Floor Mats	Fog Lights
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Power Mirrors	IPOD Control	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Knee Air Bags
LED Brakelights	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Overhead Console	Power Brakes
Power Door Locks	Power Liftgate	Power Steering
Power Windows	Pwr Tilt/Tele. Str Wheel	Rear Side Airbags
Rear Spoiler	Rear Step Bumper	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Upgraded/Addl Speakers	Velour/Cloth Seats	Wireless Audio Streaming
Wireless Phone Connect	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	E	566	46	Cover,Rear Bumper	5210548903	$445.54			0.6	SM
2	L	566	13	Cover,Rear Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	RI	1289		Snsr, Obstacle Warning LT	R & I Assembly				INC	SM
4	RI	1290		Snsr, Obstacle Warning RT	R & I Assembly				INC	SM
5	E	1291	01	Snsr, Obstacle Warning LT	8934133210B5	$223.85			INC	SM
6	L	1291		Snsr, Obstacle Warning LT	Refinish				0.1	RF
					0.1 Surface					
7	RI	1292		Snsr, Obstacle Warning RT	R & I Assembly				INC	SM
8	RI	1341		Brkt, Obstacle Snsr LT	R & I Assembly				INC	SM
9	RI	1342		Brkt, Obstacle Snsr RT	R & I Assembly				INC	SM
10	E	1343	01	Brkt, Obstacle Snsr LT	8934833100C2	$12.70			INC	SM
11	L	1343		Brkt, Obstacle Snsr LT	Refinish				0.1	RF
					0.1 Surface					
12	RI	1344		Brkt, Obstacle Snsr RT	R & I Assembly				INC	SM
13	E	529		Pad,Rear Bumper Step	PT73848090	$77.00			0.3	SM
Rear Body, Lamps And Floor Pan										
14	RI	436		Lamp,Side Marker LT	R & I Assembly				1.0	SM
15	RI	437		Lamp,Side Marker RT	R & I Assembly				INC	SM
Manual Entries										
16	EC	M03		Flex Additive	Replace Economy	$6.00*				RF
17	SB	M60		Hazardous Waste Removal	Sublet Repair	$5.00*				SM
17	**Items**									

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts			$759.09	
Other Parts			$6.00	
Paint & Materials	3.9 Hours @ $40.00		$156.00	
Parts & Material Total				$921.09
Tax on Parts & Material	@ 5.500%			$50.66

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$60.00	1.9		1.9	$114.00
Mech/Elec (ME)	$120.00				
Frame (FR)	$75.00				
Refinish (RF)	$60.00	3.9		3.9	$234.00

Labor Total		5.8 Hours		$348.00
Tax on Labor	@ 5.500%		$19.14	
Sublet Repairs			$5.00	
Tax on Sublet	@ 5.500%		$0.28	
Gross Total				**$1,344.17**
Net Total				**$1,344.17**

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

Audatex Estimating 8.0.643 ES 11/23/2019 09:11 AM REL 8.0.643 DT 04/01/2019 DB 08/01/2019

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

BERGSTROM VICTORY LANE IMPORTS

Bergstrom, where you get a great deal more.
3023 VICTORY LN, APPLETON, WI 54913
Phone: (920) 749-3232
FAX: (920) 749-3220

Workfile ID: 2d2d28ff
PartsShare: 5FfcY4
Federal ID: 26-4297313

Preliminary Estimate

Customer: KIST, DAVID **Job Number:**

Insured: KIST, DAVID
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
KIST, DAVID
N6257 KAPUR DR
SHEBOYGAN FALLS, WI 53085
(920) 918-4499 Cell

Inspection Location:
BERGSTROM VICTORY LANE IMPORTS
3023 VICTORY LN
APPLETON, WI 54913
Repair Facility
(920) 749-3232 Day

Insurance Company:

VEHICLE

2015 LEXU RX 350 AWD 4D UTV 6-3.5L Gasoline Sequential MPI

VIN: 2T2BK1BA3FC304710
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console
Wood Interior Trim
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
Home Link
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Rear Side Impact Air Bags
Communications System
Hands Free Device
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
OTHER
Fog Lamps
Rear Spoiler
Signal Integrated Mirrors
TRUCK
Rear Step Bumper
Power Trunk/Gate Release

Preliminary Estimate

Customer: KIST, DAVID **Job Number:**

2015 LEXU RX 350 AWD 4D UTV 6-3.5L Gasoline Sequential MPI

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**ELECTRICAL**							
2		Repl	Park sensor retainer rear garnet red	8934833100D1	1	12.70	Incl.	0.2
3			Add for Clear Coat					0.1
4		Repl	Park sensor rear garnet red	8934133190D3	1	223.85	Incl.	0.2
5			Add for Clear Coat					0.1
6	**REAR BUMPER**							
7			O/H bumper assy				2.1	
8		Repl	Bumper cover w/park sensors	521050E903	1	444.51	Incl.	2.8
9			Add for Clear Coat					1.1
10			Add for park sensor				0.5	
11		Repl	Step pad	PT73848090	1	77.00	0.2	
12		Repl	Prep unprimed bumper		1			0.7
13	#	Subl	PRE SCAN		1	119.95 X		
14	#	Subl	POST SCAN		1	50.00 X		
15	#	Repl	Hazardous waste removal		1	3.00 T		
16	#	Rpr	Color sand and buff					0.5
				SUBTOTALS		**931.01**	**2.8**	**5.7**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				758.06
Body Labor	2.8 hrs	@	$ 64.00 /hr	179.20
Paint Labor	5.7 hrs	@	$ 64.00 /hr	364.80
Paint Supplies	5.7 hrs	@	$ 44.00 /hr	250.80
Miscellaneous				172.95
Subtotal				1,725.81
Sales Tax	$ 1,725.81	@	5.0000 %	86.29
Grand Total				**1,812.10**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,812.10**

No Warranty on Rust Repairs.

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

Customer: KIST, DAVID **Job Number:**

2015 LEXU RX 350 AWD 4D UTV 6-3.5L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARB8914, CCC Data Date 11/13/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

II

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

Submitting a pending claim from Heuer Law Offices, S.C. on behalf of American Family Mutual Insurance Company for alleged damages to their client's (Mollie R. Leffin) insured vehicle caused by an automobile collision involving a City of Sheboygan vehicle.

Finance
Personnel

_____
CITY CLERK

MKC Claim #23-19 12-12-19

HEUER LAW OFFICES, S.C.

DEC 12 '19 PM 3:19

ATTORNEYS AT LAW
9312 W. NATIONAL AVE.
WEST ALLIS, WISCONSIN 53227

JOHN M. HEUER
KIRSTEN FAGERLAND PEZEWSKI
JONATHAN D. MCCOLLISTER

TELEPHONE 414/224-3500
FAX 414/224-3510

JONATHAN FICKE
RYAN M. PETERSON
JONATHAN S. GOURLAY
DANIEL C. NEDSET

December 6, 2019

CITY OF SHEBOYGAN
ATTENTION: City Clerk – Meredith DeBruin
1315 NORTH 23RD STREET, SUITE 102
SHEBOYGAN, WI 53081

RE: NOTICE OF CLAIM
My Client: American Family Mutual Insurance Company
Damages: $3845.69

Dear CITY OF SHEBOYGAN:

My office represents American Family Mutual Insurance Company in the above matter. We have been retained to sue the city of Sheboygan for damages you caused in an automobile collision on September 6, 2019, at 7:58 a.m. at eastbound STH 23, 48 feet west of 15th street, in the city of Sheboygan. Your employee, Matthew Braesch, was driving a 2017 Ford Explorer – owned by the city of Sheboygan – when he rear-ended my client's insured (Mollie R. Leffin). As a result of your negligence, you caused $3845.69 in property damages.

My client paid $3595.69 in property damage losses, and my client's insured incurred a $250.00 deductible loss.

Please allow this letter to serve as formal notice of my client's claim.

Thank you.

Very truly yours,

HEUER LAW OFFICES, S. C.

Jonathan D. McCollister
Attorney

Our file 174973

II

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

Submitting a Summons and Complaint in the matter of Cincinnati Insurance Company a/s/o Steve and Audrey Simons vs City of Sheboygan et al.

Finance + Personnel

_____
CITY CLERK

FILED
12-06-2019
Sheboygan County
Clerk of Circuit Court
2019CV000634
Honorable L Edward Stengel
Branch 1

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN**

Cincinnati Insurance Company a/s/o Steve and Audrey Simons vs. City of Sheboygan et al

Electronic Filing Notice

MKC 12-11-19

Case No. 2019CV000634
Class Code: Property Damage

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

DEC 11 '19 PM12:57

Process Server
Date 12/11/19 Time 12:52 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

DEC 11 '19 PM12:56

Case number 2019CV000634 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 97ea17

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 9, 2019

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

CINCINNATI INSURANCE COMPANY a/s/o STEVE and AUDREY SIMONS, 4312 S. 12th Street Sheboygan, WI 53081 Plaintiff, v. CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN, 828 Center Avenue Suite 210 Sheboygan, WI 53081 Defendants.	**SUMMONS** Case No. Case Code: 30201

SUMMONS

TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes.

The answer must be sent or delivered to the Circuit Court of Sheboygan County, whose address is 615 N. 6th Street, Sheboygan, WI 53081 and to THOMPSON, BRODY & KAPLAN, LLP, plaintiff's counsel, whose address is 161 N. Clark Street, Suite 3575, Chicago, Illinois 60601. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 6th day of December, 2019.

/s/ Matthew S. McLean

By: Matthew S. McLean

Matthew S. McLean, Esq. (SBN# 1166985)
Thompson, Brody & Kaplan, LLP
161 North Clark Street, Suite 3575
Chicago, IL 60601
Phone No. (312) 782-9320
Fax No. (312) 782-3787
E-Mail: mclean@tbkllp.com

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY
CINCINNATI INSURANCE COMPANY a/s/o STEVE and AUDREY SIMONS, Plaintiff, v. CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN, Defendants.	)	Case No. Case Code: 30201

COMPLAINT

NOW COMES the Plaintiff, CINCINNATI INSURNACE COMPANY as subrogee of STEVE and AUDREY SIMONS, by and through its attorneys, THOMPSON BRODY & KAPLAN, LLP, and hereby alleges the following for its Complaint against the Defendants, CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN:

COMMON ALLEGATIONS

1. At all times relevant, the insureds, STEVE and AUDREY SIMONS (hereinafter referred to as the "Simons"), were individuals residing at 4312 S. 12th Street in Sheboygan, Wisconsin 53081.

2. At all times relevant, the Plaintiff, CINCINNATI INSURANCE COMPANY (hereinafter referred to as "Cincinnati Insurance"), was an insurance company licensed to do business in Wisconsin and to issue automobile insurance policies to individuals within Wisconsin such as the insureds, the Simons.

3. At all times relevant, the Simons owned a 2014 Ford Escape, which was driven by the Simons on the date of this collision.

4. At all times relevant, the Simons purchased and maintained an automobile insurance policy with the Plaintiff, Cincinnati Insurance, that provided coverage for the subject 2014 Ford Escape, and this policy was in full force and effect on March 25th, 2019, the date of the loss.

5. At all times relevant, the Defendant, CITY OF SHEBOYGAN was a municipality located at 828 Center Avenue in Sheboygan, Wisconsin, and the Defendant, BRIAN SCHMITT, was an employee working within the scope of his employment for the City of Sheboygan. The City and Mr. Schmitt will be collectively referred herein as the "Defendants."

6. At all times relevant, the City owned a Street Cleaning Truck which was operated by Brian Schmitt, in his scope of employment for the City.

7. On March 25th, 2019, Brian Schmitt was driving and operating the Street Cleaning Truck in a northbound direction on South 12th Street in Sheboygan, Wisconsin.

8. On March 25th, 2019, Brian Schmitt, stopped the subject Street Cleaning Truck and began reversing his vehicle.

9. On March 25th, 2019, Mr. Simons was driving the 2014 Ford Escape in a northbound direction on South 12th Street in Sheboygan, Wisconsin.

10. On March 25th, 2019, the Street Cleaning Truck collided with the rear passenger side of the Simons' 2014 Ford Escape.

11. As a result of the collision, the Simons' 2014 Ford Escape sustained damage to the rear passenger side of the vehicle.

COUNT I
BRIAN SCHMITT
(Negligence)

12. The Plaintiff hereby restates and realleges Paragraphs 1-11 of the Common Allegations above as Paragraph 12 of Count I, and incorporate them herein.

13. At all times relevant, the Street Cleaning Truck was not properly equipped with a functioning reverse/back-up alarm.

14. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to operate the Street Cleaning Truck in an attentive, safe, non-negligent and non-careless manner.

15. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to obey all applicable Wisconsin traffic laws and traffic signals while operating the Street Cleaning Truck.

16. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to ensure the Street Cleaning Truck was equipped with a reverse/back-up alarm and that the alarm was properly functioning.

17. At all times relevant, Mr. Scmhitt, as an employee of the City of Sheboygan, had a duty to operate the Street Cleaning Truck in a safe and reasonable manner and with reasonable care so to avoid causing collisions with other vehicles, including but not limited to the Simons' 2014 Ford Escape.

18. Notwithstanding the above-mentioned duties, Mr. Scmhitt, as an employee of the City of Sheboygan, breached these duties and was negligent in one or more of the following ways:

a. Carelessly and negligently operated, managed, maintained and/or controlled the Street Cleaning Truck;

b. Carelessly and negligently, operated the Street Cleaning Truck by failing to pay attention to other vehicles on the roadway;

c. Failed to keep a proper lookout for other vehicles lawfully on the roadway, including the Simon's 2014 Ford Escape;

d. Operated the Street Cleaning Truck with a careless and negligent disregard for the safety of persons or property;

e. Failed to change the course of the Street Cleaning Truck so as to avoid the collision with the Simons' 2014 Ford Escape;

f. Failed to ensure the Street Cleaning Truck was properly equipped with a reverse/back-up alarm and that this alarm was properly functioning; and

g. Was otherwise careless and/or negligent in causing the subject collision.

19. Mr. Scmhitt's, as an employee of the City of Sheboygan, careless, improper and/or negligent operation of the Street Cleaning Truck directly and proximately caused the collision with the Simons' 2014 Ford Escape.

20. As a direct and proximate result of Mr. Scmhitt's, as an employee of the City of Sheboygan, careless, improper and/or negligent operation of the Street Cleaning vehicle, the Simons' 2014 Ford Escape sustained damage.

21. As a result of the subject collision and damages incurred, the Simons submitted a claim (Claim No. 3315065) to the Plaintiff, Cincinnati Insurance, and requested payment for the damages incurred.

22. Pursuant to its policy of insurance, the Plaintiff, Cincinnati Insurance, thereby became obligated to pay and did pay for the damages incurred in the amount of $7,144.77 (including the insureds' $500.00 deductible).

23. The Plaintiff, Cincinnati Insurance, has therefore become subrogated to the rights of its insureds, the Simons, to the extent of the damages paid on this claim.

WHEREFORE, the Plaintiff, CINCINNATI INSURNACE COMPANY as subrogee of STEVE and AUDREY SIMONS, hereby requests that this Honorable Court enter Judgement in its favor and against the Defendants, CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN, in the amount of $7,144.77 and for the costs of this suit and for all other relief that this Court deems necessary and just.

COUNT II
CITY OF SHEBOYGAN
(Respondeat Superior)

24. The Plaintiff hereby restates and realleges Paragraphs 1-11 of the Common Allegations above as Paragraph 24 of Count II, and incorporate them herein.

25. At all times relevant, Brian Schmitt was an employee of the City of Sheboygan and was acting within the scope of his employment for the City of Sheboygan on the date of the subject accident.

26. At all times relevant, the Street Cleaning Truck owned by the City of Sheboygan was not properly equipped with a functioning reverse/back-up alarm.

27. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to operate the Street Cleaning Truck in an attentive, safe, non-negligent and non-careless manner.

28. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to obey all applicable Wisconsin traffic laws and traffic signals while operating the Street Cleaning Truck.

29. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to ensure the Street Cleaning Truck was equipped with a reverse/back-up alarm and that the alarm was properly functioning.

30. At all times relevant, the City of Sheboygan, by and through its employee, Brian Schmitt, had a duty to operate the Street Cleaning Truck in a safe and reasonable manner and with reasonable care so to avoid causing collisions with other vehicles, including but not limited to the Simons' 2014 Ford Escape.

31. Notwithstanding the above-mentioned duties, the City of Sheboygan, by and through its employee, Brian Schmitt, breached these duties and was negligent in one or more of the following ways:

a. Carelessly and negligently operated, managed, maintained and/or controlled the Street Cleaning Truck;

b. Carelessly and negligently, operated the Street Cleaning Truck by failing to pay attention to other vehicles on the roadway;

c. Failed to keep a proper lookout for other vehicles lawfully on the roadway, including the Simon's 2014 Ford Escape;

d. Operated the Street Cleaning Truck with a careless and negligent disregard for the safety of persons or property;

e. Failed to change the course of the Street Cleaning Truck so as to avoid the collision with the Simons' 2014 Ford Escape;

f. Failed to ensure the Street Cleaning Truck was properly equipped with a reverse/back-up alarm and that this alarm was properly functioning; and

g. Was otherwise careless and/or negligent in causing the subject collision.

32. The City of Sheboygan's, by and through its employee, Brian Schmitt, careless, improper and/or negligent operation of the Street Cleaning Truck directly and proximately caused the collision with the Simons' 2014 Ford Escape.

33. As a direct and proximate result of the City of Sheboygan's, by and through its employee, Brian Schmitt, careless, improper and/or negligent operation of the Street Cleaning vehicle, the Simons' 2014 Ford Escape sustained damage.

34. As a result of the subject collision and damages incurred, the Simons submitted a claim (Claim No. 3315065) to the Plaintiff, Cincinnati Insurance, and requested payment for the damages incurred.

35. Pursuant to its policy of insurance, the Plaintiff, Cincinnati Insurance, thereby became obligated to pay and did pay for the damages incurred in the amount of $7,144.77 (including the insureds' $500.00 deductible).

36. The Plaintiff, Cincinnati Insurance, has therefore become subrogated to the rights of its insureds, the Simons, to the extent of the damages paid on this claim.

WHEREFORE, the Plaintiff, CINCINNATI INSURNACE COMPANY as subrogee of STEVE and AUDREY SIMONS, hereby requests that this Honorable Court enter Judgement in its favor and against the Defendants, CITY OF SHEBOYGAN and BRIAN SCHMITT, as an employee of the CITY OF SHEBOYGAN, in the amount of $7,144.77 and for the costs of this suit and for all other relief that this Court deems necessary and just.

Dated this 6th day of December, 2019.

Respectfully Submitted,

/s/Matthew S. McLean
One of Plaintiff's Attorneys

Matthew S. McLean (SBN #1166985)
Thompson Brody & Kaplan, LLP
161 North Clark Street
Suite 3575
Chicago, Illinois 60601
Phone No. (312) 782-9320
Fax No. (312) 782-3787
E-Mail: mclean@tbkllp.com

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue.
December 16, 2019.

A RESOLUTION authorizing entering into a Tentative Agreement with the Sheboygan Professional Police Officers Association for a successor contract.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to finalize the contract before the end of December 2019.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Tentative Agreement with the Sheboygan Professional Police Officers Association for a successor contract, 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

TENTATIVE AGREEMENT FOR THE 2020 – 2021 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

CITY OF SHEBOYGAN
AND
SHEBOYGAN PROFESSIONAL POLICE OFFICERS ASSOCIATION

The parties have negotiated a successor to the 2018-2019 collective bargaining agreement. All items in the 2018-2019 collective bargaining agreement not altered by the remaining provisions of this tentative agreement shall be incorporated into the successor contract in their current form.

---

1. Duration: 2 year contract: 2020-2021

2. Rates of Pay

   1.5% increase, effective the first payroll in January 2020
   1.0% increase, effective the thirteenth payroll of 2020
   1.5% increase, effective the first payroll in January 2021
   1.0% increase, effective the thirteenth payroll of 2021

3. Residency:

   (a) Residency: Effective January ~~2015~~ 2020, all employees shall, as a condition of their employment, establish a permanent residence within a ~~15~~ 45-mile radius of the jurisdictional boundaries of the City of Sheboygan within four (4) months of completion of their probationary period and must remain residents throughout their employment within the above described requirement, except for the following:

   1. The Human Resources Director, with input and/or recommendation of the Chief of Police, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

   2. Employees living outside the ~~15~~ 45-mile radius as of December 31, ~~2014~~ 2019 may continue to reside at the address of record on December 31, ~~2014~~ 2019. If such employees change their primary residence during the time of their employment, they may not move further away from the City than their previous residence.

   3. This residency requirement shall be rescinded and not applicable for members reaching normal retirement age as determined by the Wisconsin Retirement System (presently age 50).

4. Uniform Allowance

   4. Officers who adhere to the mandatory ballistic vest wear policy while on patrol during each duty shift will receive an additional annual uniform and equipment allowance payment in the amount of ~~one hundred fifty dollars ($150)~~ two hundred dollars ($200). Said ~~one hundred fifty dollars ($150)~~ two hundred dollars ($200) shall be paid the first pay period in January each year in accordance with a) 1. above. Effective January 1, ~~2007~~ 2020, upon appointment, new appointees shall be awarded an initial ballistic vest for which the City will pay a one-time maximum allowance of ~~nine hundred dollars ($900)~~ one thousand dollars ($1,000) payable upon verification and approval of said purchase by the Police Chief or his/her designee.

5. This agreement is subject to ratification and passage by the Union, with the approval of the Sheboygan City Council.

Dated this ____ day of November, 2019.

For the City

_____
Chris Domagalski, Police Chief

_____
Darrell Hofland, City Administrator

_____
Sandy Rohrick, Director of Human Resources and Labor Relations

For the Union

_____
Eric Edson, Detective

_____
Cameron Stewart, Detective

_____
John Rupnick, Police Officer

_____
Christopher Stephen, Police Officer

_____
Kevin Dietz, Police Officer

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue.
December 16, 2019.

A RESOLUTION authorizing entering into a Tentative Agreement with the Sheboygan Professional Police Officers' Supervisory Association for a successor contract.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to finalize the contract before the end of December 2019.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Tentative Agreement with the Sheboygan Professional Police Officers' Supervisory Association for a successor contract, a copy of which is attached hereto.

_____

Suspend

_____

Pass

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TENTATIVE AGREEMENT FOR THE 2020 – 2021
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE

CITY OF SHEBOYGAN
AND
SHEBOYGAN PROFESSIONAL POLICE OFFICER' SUPERVISORY ASSOCIATION

The parties have negotiated a successor to the 2018-2019 collective bargaining agreement. All items in the 2018-2019 collective bargaining agreement not altered by the remaining provisions of this tentative agreement shall be incorporated into the successor contract in their current form.

---

1. Duration: 2 year contract: 2020-2021

2. Rates of Pay

1.50% increase, effective the first payroll in January 2020
1.25% increase, effective the thirteenth payroll of 2020
1.50% increase, effective the first payroll in January 2021
1.25% increase, effective the thirteenth payroll of 2021

3. Article XV – RESIDENCY

(a) Residency: Effective January ~~2015~~ 2020, all employees shall, as a condition of their employment, establish a permanent residence within a ~~15~~ 45-mile radius of the jurisdictional boundaries of the City of Sheboygan within four (4) months of completion of their probationary period and must remain residents throughout their employment within the above described requirement, except for the following:

1. The Human Resources Director, with input and/or recommendation of the Chief of Police, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

2. Employees living outside the ~~15~~ 45-mile radius as of December 31, ~~2014~~ 2019 may continue to reside at the address of record on December 31, ~~2014~~ 2019. If such employees change their primary residence during the time of their employment, they may not move further away from the City than their previous residence.

3. This residency requirement shall be rescinded and not applicable for members reaching normal retirement age as determined by the Wisconsin Retirement System (presently age 50).

4. ARTICLE XIV – UNIFORM ALLOWANCE AND CITY-ISSUED EQUIPMENT

a. Ballistic Vest. Effective January 1, ~~2007~~ 2020 each new supervisory appointee to the department shall be paid ~~nine-hundred-dollars ($900)~~ $1,000 as and for an initial mandatory ballistic vest allowance. Supervisors who adhere to the mandatory ballistic vest wear policy

b. while on patrol during each duty shift will receive an additional annual uniform and equipment allowance payment in the amount of ~~$150~~ two hundred dollars ($200).

6. Shift premium (page 15) shall apply to temporary rescheduling of shifts for less than one (1) calendar month shall not be considered in computing premium pay.

7. This agreement is subject to ratification and passage by the Union, with the approval of the Sheboygan City Council.

Dated this eleventh day of December, 2019.

For the City	For the Union
Chris Domagalski, Police Chief	Lt. Kurt Zempel
Darrell Hofland, City Administrator	Cpt. Steve Cobb
Sandy Rohrick, Director of Human Resources and Labor Relations	Cpt. James Veeser
	Lt. William Adams
	Lt. Doug Teunissen

III

Res. No. ____ - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 16, 2019.

A RESOLUTION authorizing the acceptance of monies from Acuity Insurance in the amount of $1,000.00.

WHEREAS, Acuity Insurance sponsored the "Acuity Insurance Fire Department Appreciation Video Contest" in which people from around the United States were invited to submit videos telling Acuity why they are thankful to their local fire department; and

WHEREAS, the second grade classroom of Mrs. Elizabeth Raml at Jackson Elementary School in Sheboygan entered the contest in the "Age 12 and Under" Division and won First Place for their video expressing their thanks for the Sheboygan Fire Department; and

WHEREAS, as part of the prize for winning the contest, and in thanks for the work of the Sheboygan Fire Department, Acuity is donating $1,000.00 to the Sheboygan Fire Department; and

WHEREAS, the video created by Mrs. Raml's class can be seen at https://drive.google.com/file/d/1dba4a-0KcAuddYuxAOVFZnVfXYrxlPfi/view.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the donation of $1,000.00 from Acuity Insurance.

BE IT FURTHER RESOLVED: That the City of Sheboygan Common Council thanks Mrs. Raml's second grade class for their heartwarming and spot-on video showcasing the great efforts and work by our City of Sheboygan firefighters and authorizes the City Clerk to send a copy of this resolution to the class in recognition of their great work.

LHPS

_____

_____

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 Sorenson and Mitchell.
December 16, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract to license FireTEAM Testing from Ergometrics & Applied Personnel Research, Inc. for pre-employment testing of applicants seeking employment with the City of Sheboygan Fire Department.

WHEREAS, in order to ensure the City's Fire Department evaluation of a candidate for employment is done on an objective basis, the Fire Department wishes to administer the FireTEAM Test to applicants; and

WHEREAS, the FireTEAM Test – which is used throughout the United States to objectively evaluate candidates for employment with a Fire Department - was developed by Ergometrics & Applied Personnel Research, Inc. ("Ergometrics"); and

WHEREAS, in order to use the FireTEAM Test, the City must enter into a licensing agreement with Ergometrics substantially similar to that attached.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are authorized to enter into the licensing agreement with Ergometrics in substantially similar form to that attached. For the avoidance of doubt, the appropriate City Officials may enter into future licensing agreements in substantially similar form to that attached as needed to ensure that the Fire Department has a suitable list of qualified candidates.

BE IT FURTHER RESOLVED: That the Fire Department may collect the cost of the test from each applicant, plus a Five Dollar ($5.00) fee to recover the one-time setup fee and the postage costs incurred in administering the test. Funds received shall be deposited in Account No. 10122100-521900 (Fire Department - Contracted Services), and shall be tracked against the expenses related to the FireTeam Test to ensure that the amount collected is reasonably related to the cost incurred by the City.

AHB

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from Account No. 10122100-521900 (Fire Department - Contracted Services) pursuant to the licensing agreement as payment

_____

_____

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

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The Licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.

b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.

c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.

d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.

e. Cell phones and electronic devices are not allowed in the test administrations.

f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.

g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

i. Both parties understand that the Licensee is a municipal entity and subject to all applicable laws regarding municipal entities, including the Wisconsin Public Records Law. Nothing in this subsection or in this Agreement shall be interpreted as prohibiting the Licensee from complying with its obligations under the Wisconsin Public Records Law (or any other applicable law). Licensee shall only disclose information it has received pursuant to this Agreement after providing notice to Licensor. The Parties note that trade secrets are protected from disclosure in response to a public records request. If Licensee, at the direction of Licensor, withholds access to information, and Licensee is subsequently ordered by a court of competent jurisdiction to provide access to that information: (1) Licensee may comply with the court order and (2) Licensor shall reimburse Licensee for any fees that are ordered to be paid as a result of that court order.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Wisconsin.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. ("Ergometrics") (Licensor). By accepting the Ergometrics test materials for use, you are agreeing to the terms of this Agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Principal Signer _____ Date _____

Signature _____

Title _____

Agency Name _____

Physical Address _____

City _____ State _____ Zip _____

Telephone _____ EMail _____

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Authorized Contact _____

Title _____

Telephone _____

EMail _____

Authorized Contact _____

Title _____

Telephone _____

Email _____

Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St. SW, Suite 300
Lynnwood, WA 98087
FAX: 425-741-3355
Or email to your current
Client Services Representative

Failure to return the signed licensing agreement, will delay the processing of your order.

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes:

Ergometrics &
Applied Personnel Research, Inc

Sheboygan Fire Department
Licensing Agreement
Attachment A

Pricing

Per Applicant License:	
FireTEAM Testing One Time Setup Fee	$150
30 Applicants @ $30 each	$900
($150 minimum order)	

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
01/07/2020	02/07/2020

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a $25 late fee for every 15 days overdue. If overdue materials are not returned after 8 weeks past due, the test materials will be considered lost and are subject to a $500 lost fee. Any lost test materials must have the incident documented on company letter head and will be subject to lost fees.

2122 164th Street SW STE 300, Lynnwood, WA 98087
Ph. 425.741.0103 Fax 425.741.3355
www.ergometrics.org

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
December 16, 2019.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, the City of Sheboygan has determined a need to improve vehicular transportation facilities along Union Avenue from 500 feet east of Georgia Avenue to 1500 feet west of Taylor Drive in the City of Sheboygan; and

WHEREAS, the City has developed a transportation design in the affected area, including approaches to driveways that will likely be heavily traversed and require city infrastructure to control traffic in the area and, in so doing, determined the need to acquire additional right-of-way from a parcel located immediately adjacent to the City of Sheboygan within the Town of Sheboygan; and

WHEREAS, the map attached and incorporated as Exhibit A shows the location of right-of-way and the land and interests required in order to complete the required transportation design; and

WHEREAS, the document attached and incorporated as Exhibit B includes the legal description of the right-of-way depicted on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED:

1. That this Resolution is a Relocation Order, in accordance with Wis. Stats. § 32.05(1), relating to the acquisition of right-of way for public transportation purposes.

2. That it is necessary, in accordance with Wis. Stats. § 32.07(2), for the City of Sheboygan to acquire fee title to the real estate depicted on Exhibit A and described on Exhibit B.

3. That the City of Sheboygan will acquire, by condemnation, in accordance with Chapter 32, Wisconsin Statutes, if necessary, such interest in the said real estate from the record owners as identified on Exhibit A and from any and all other persons or entities who may have an interest in said real estate.

Public Works

4. That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

_____

_____

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

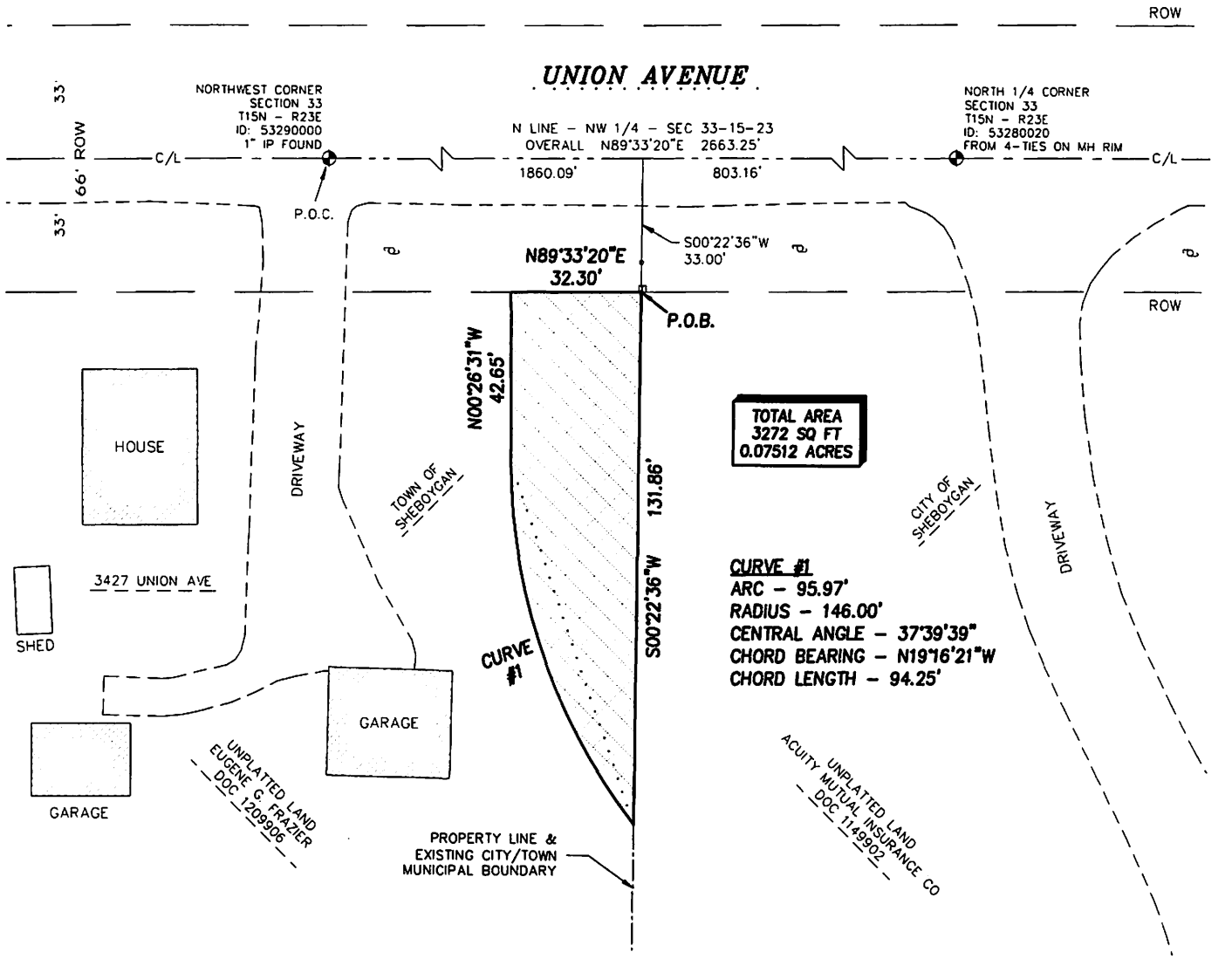
EXHIBIT A - MAP

UNPLATTED LAND LOCATED IN THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 33, TOWN 15 NORTH - RANGE 23 EAST,
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO
THE NORTH LINE OF THE
NORTHWEST 1/4 OF SECTION 33-15-23
RECORDED AS N89°33'20"E (SHEBOYGAN
COUNTY COORDINATES - NAD83 (1991))

N

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 11/05/19

City of Sheboygan
spirit on the lake
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
DAVID BIEBEL, DIRECTOR
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59024353310

SHEET 1 OF 2 SHEETS

EXHIBIT B - LEGAL DESCRIPTION

UNPLATTED LAND LOCATED IN THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4
SECTION 33, TOWN 15 NORTH - RANGE 23 EAST,
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Unplatted land located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of said Section 33, thence North 89°33'20" East along the North line of said Northwest 1/4, a distance of 1860.09 feet to the Northeast corner of lands described in a quit claim deed recorded in Volume 1153 of Records on Page 455 as document 1209906 in the Sheboygan County Register of Deeds Office;
thence South 00°22'36" West along the East line of lands described in said document 1209906, a distance of 33.00 feet to the South right of way line of Union Avenue and the Point of Beginning;
thence continuing South 00°22'36" West along said East line, a distance of 131.86 feet;
thence Northwesterly 95.97 feet along the arc of a curve to the right having a radius of 146.00 feet and a chord which bears North 19°16'21" West, a distance of 94.25 feet, to a Point of Tangency;
thence North 00°26'31" West a distance of 42.65 feet to said South right of way line;
thence North 89°33'20" East along said South right of way line, a distance of 32.30 feet to said East line and the Point of Beginning for this description.

The above described lands contain 0.07512 acres (3,272 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 11/05/19

City of Sheboygan
spirit on the lake
Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue.
December 16, 2019.

A RESOLUTION authorizing the Mayor to execute the 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 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

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 12/31/2020, and Employer Identification Number is 39-6005599.

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.	$331,421.00	1	year	$331,421.00
			Total:	$342,851.00

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.
December 16, 2019.

Your Committee to whom was referred Res. No. 119-19-20 by Alderpersons Donohue and Bohren authorizing the Purchasing Agent to issue a purchase order for the purchase of three (3) Emergency Response Rated Sport Utility Vehicles for the Sheboygan Fire Department to be assigned to the Fire Chief and Two Assistant Fire Chiefs; recommends adopting the Resolution.

rpg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

3.2

Res. No. 119 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of three (3) Emergency Response Rated Sport Utility Vehicles for the Sheboygan Fire Department to be assigned to the Fire Chief and Two Assistant Fire Chiefs.

WHEREAS, the Fire Chief requested that three (3) Sport Utility vehicles capable of emergency response be included in the 2020 budget to be assigned to the Fire Chief and two Assistant Fire Chiefs so as to allow these individuals to respond to Fire and EMS calls in a safe and timely manner on a 24/7/365 basis; and

WHEREAS, at present, the Fire Chief is assigned a leased SUV, which will be turned in to the leasing company once the new vehicle is placed into service; and

WHEREAS, the other two new vehicles are new additions to the fleet; and

WHEREAS, the 2020 budget included funds for the annual cost of a five-year lease for the three vehicles requested by the Fire Chief; and

WHEREAS, long-term cost savings are anticipated from purchasing the vehicles rather than leasing them, and there is adequate fund balance in the Capital Projects Fund to purchase these vehicles in 2020; and

WHEREAS, with the redesign of emergency response vehicles for the 2020 model year, Ford Motor Co. is experiencing a backlog of production orders and as such it would be prudent for the City to place their order prior to the new calendar year; and

WHEREAS, a pre-order of the vehicles now will not result in the City taking receipt of the vehicles or payment for them until 2020; 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; and

Finance + Personnel adopt

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 three (3) Emergency Response Rated Sport Utility Vehicles to be assigned to the Fire Chief and two Assistant Fire Chiefs.

BE IT FURTHER RESOLVED: That the Common 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.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of $115,474.50, which includes license and title fees, from the 2020 Capital Project Fund - Fire-Fleet Vehicles Account No. 40022100-641100 and, to the extent necessary the capital project fund balance, for the purchase of the vehicles and their associated license and title fees.

James A Bohn

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 FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 120-19-20 by Alderpersons Donohue and Bohren authorizing retaining outside legal counsel to represent the City in the matter of the Petition for Review of Determination by State Board of Assessors for Manufacturing Property (Notice of Determination dated March 20, 2019) by Georgia Pacific Corrugated LLC, and authorizing payment for said services; recommends adopting the Resolution.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

3.3

Res. No. 120 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of the Petition for Review of Determination by State Board of Assessors for Manufacturing Property (Notice of Determination dated March 20, 2019) by Georgia Pacific Corrugated LLC, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the Petition for Review filed by Georgia Pacific Corrugated LLC, Appeal No. 81-158-PPO-18.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment of same.

James A. Bohren

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 FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 122-19-20 by Alderpersons Donohue and Bohren pursuant to Sec. 82-32 and 82-33, Sheboygan Municipal Code, adopting changes to the classification plan and the list of classes and class specifications effective January 1, 2020; 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

3.5

Res. No. 122 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION pursuant to Sec. 82-32 and 82-33, Sheboygan Municipal Code, adopting changes to the classification plan and the list of classes and class specifications effective January 1, 2020.

WHEREAS, Sec. 82-32 and 82-33 of the Sheboygan Municipal Code provide that the classification plan, consisting of the occupation list of classes (table of organization) and compensation grade schedules showing the class title, class grade, and compensation grades of the positions of employment in the city service are kept and numbered as section 82-33 in the supplement to this Code on file in the city clerk's office; and

WHEREAS, the sole changes being made to the classification plan are updates contained in documents entitled "2020 Non-Represented Pay Schedule" and "2020 Department of Public Works Pay Plan."

NOW, THEREFORE, BE IT RESOLVED: That the Common Council, pursuant to Sec. 82-32 and 82-33 of the Sheboygan Municipal Code, hereby adopts changes to the classification plan and compensation grade schedules reflecting the information contained within documents entitled "2020 Non-Represented Pay Schedule" and "2020 Department of Public Works Pay Plan", copies of which are attached hereto and incorporated herein.

James a. Bohren

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

2020 Non-Represented Pay Schedule

(excluding DPW Labor Workforce)

	Accelerator Eligible		Budgeted Merit Pool Only (Not Eligible For A Merit Accelerator)		Maximum
Salary Grade	Q1 (Minimum)	Q2 92.50%	Q3 Control Point	Q4 (107.50%)	(115%)
AA	$ 8.84 $ 18,387.20	$ 9.62 $20,009.60	$ 10.40 $ 21,632.00	$ 11.18 $ 23,254.40	$ 11.96 $ [illegible]
A	$ 13.30 $ 27,664.00	$ 14.47 $30,097.60	$ 15.65 $ 32,552.00	$ 16.82 $ 34,985.60	$ 17.99 $ [illegible]
B	$ 14.54 $ 30,243.20	$ 15.82 $32,905.60	$ 17.11 $ 35,588.80	$ 18.39 $ 38,251.20	$ 19.68 $ [illegible]
C	$ 16.16 $ 33,612.80	$ 17.57 $36,545.60	$ 19.00 $ 39,520.00	$ 20.43 $ 42,494.40	$ 21.85 $ [illegible]
D	$ 17.32 $ 36,025.60	$ 18.85 $39,208.00	$ 20.38 $ 42,390.40	$ 21.91 $ 45,572.80	$ 23.44 $ [illegible]
E	$ 18.59 $ 38,667.20	$ 20.24 $42,099.20	$ 21.88 $ 45,510.40	$ 23.52 $ 48,921.60	$ 25.16 $ [illegible]
F	$ 19.41 $ 40,372.80	$ 21.12 $43,929.60	$ 22.84 $ 47,507.20	$ 24.55 $ 51,064.00	$ 26.27 $ [illegible]
G	$ 20.56 $ 42,764.80	$ 22.38 $46,550.40	$ 24.19 $ 50,315.20	$ 26.01 $ 54,100.80	$ 27.83 $ [illegible]
H	$ 21.99 $ 45,739.20	$ 23.93 $49,774.40	$ 25.87 $ 53,809.60	$ 27.81 $ 57,844.80	$ 29.74 $ [illegible]
I	$ 23.14 $ 48,131.20	$ 25.18 $52,374.40	$ 27.22 $ 56,617.60	$ 29.26 $ 60,860.80	$ 31.30 $ [illegible]
J	$ 24.09 $ 50,107.20	$ 26.22 $54,537.60	$ 28.35 $ 58,968.00	$ 30.47 $ 63,377.60	$ 32.60 $ [illegible]
K	$ 27.72 $ 57,657.60	$ 30.17 $62,753.60	$ 32.62 $ 67,849.60	$ 35.07 $ 72,945.60	$ 37.52 $ [illegible]
M	$ 30.84 $ 64,147.20	$ 33.57 $69,825.60	$ 36.29 $ 75,483.20	$ 39.02 $ 81,161.60	$ 41.74 $ [illegible]
N	$ 32.27 $ 67,121.60	$ 35.12 $73,049.60	$ 37.96 $ 78,956.80	$ 40.81 $ 84,884.80	$ 43.66 $ [illegible]
S	$ 34.78 $ 72,342.40	$ 37.85 $78,728.00	$ 40.92 $ 85,113.60	$ 43.99 $ 91,499.20	$ 47.06 $ [illegible]
T	$ 38.83 $ 80,766.40	$ 42.26 $87,900.80	$ 45.69 $ 95,035.20	$ 49.11 $ 102,148.80	$ 52.54 $ [illegible]
U	$ 40.99 $ 85,259.20	$ 44.60 $92,768.00	$ 48.23 $ 100,318.40	$ 51.85 $ 107,848.00	$ 55.46 $ [illegible]
V	$ 47.16 $ 98,092.80	$ 51.33 $106,766.40	$ 55.49 $ 115,419.20	$ 59.65 $ 124,072.00	$ 63.81 $ [illegible]
Y	$ 50.78 $ 105,622.40	$ 55.26 $114,940.80	$ 59.74 $ 124,259.20	$ 64.22 $ 133,577.60	$ 68.71 $ [illegible]
Z	$ 55.67 $ 115,793.60	$ 60.58 $126,006.40	$ 65.49 $ 136,219.20	$ 70.41 $ 146,452.80	$ 75.32 $ [illegible]

* Pay is rounded to the next even number of hourly pay. Yearly salary follows applicable hourly pay.

2020 DEPARTMENT OF PUBLIC WORKS PAY PLAN

Non-Represented Temporary / Part-time / Seasonal Pay Schedule

Grade	Min	Max	Seasonal Staff: Hire as-needed following budget (Pay: DOQ & Department Need)
Extra Help	$8.36	$13.46	Part-Time / Temporary & Seasonal / Bridge Tenders / Misc.
Seasonal Labor	$9.44	$13.52	General buildings & grounds custodial labor (event park cleaners)
Seasonal Skilled	$10.71	$21.42	Fully-trained, skilled labor, seasonal, non-benefited

2020 DPW Labor Workforce

Merit Increase Program for "Permanent / Full-time Employees"

	Step	Step	Step	Step	Step	Step	Step		2019	2020
Grade	1	2	3	4	5	6	7		MAX	MAX
MW I	$18.45	$19.24	$20.01	$20.79	**$21.58**	Merit			$22.26	**$22.73**
MW II	$20.61	$21.40	$22.19	$22.96	**$23.75**	Merit			$24.90	**$25.40**
MW III	$22.79	$23.56	$24.34	$25.13	$25.92	**$26.70**	Merit		$27.52	**$28.07**
MW IV	$24.96	$25.74	$26.52	$27.31	$28.09	**$28.87**	Merit		$30.14	**$30.74**
MW V	$27.13	$27.91	$28.69	$29.48	$30.25	$31.03	**$31.82**	Merit	$32.78	**$33.44**

Grade I: Maintenance Worker I — ***Control Point = Step 5**
Grade 2: Maintenance Worker II — ***Control Point = Step 5**
Grade 3: Maintenance Worker III — ***Control Point = Step 6**
Grade 4: Maintenance Worker IV — ***Control Point = Step 6**
Grade 5 Maintenance Worker V — ***Control Point = Step 7**

01/01/2020:

1) Newly hired employees and those in steps below the **Control Point** will be eligible for a yearly step-increase based on a merit review resulting in a "Pass" rating. Exemplury performance may result in a double-step increase. Merit reviews resulting in a "Marginal or Fail" will not receive an increase and may result in a PIP (Performance Improvement Plan).
2) Pay increases for employees at or above the Control Point in their pay scale, but below the maximum, will be eligible for the budgeted merit increase amount applied to base wages (based on merit).
3) Future modifications to the wage scale will be reviewed yearly based on CPI and market trend.
4) No additional compensation, lump sum or otherwise, will be awarded once an employee reaches the maximum.
5) Promoted employees will move to the step increase that represents a minimum of $0.75 per hour increase.
6) Demoted employees, voluntary or involuntary, will move to the step they previously held in a previous position, may be placed in the step appropriate for the skill the employee posses, Step 1 if qualified, or less than rate if unqualified.

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
December 16, 2019.

Your Committee to whom was referred Res. No. 128-19-20 by Alderpersons Donohue and Bohren authorizing entering into a Development Agreement with Oscar Apartments LLC; recommends adopting the Resolution.

rag.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

3.11

Res. No. 128 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing entering into a Development Agreement with Oscar Apartments LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement Between Oscar Apartments LLC and the City of Sheboygan regarding proposed development adjacent to South 15th Street, a copy of which is attached hereto and incorporated herein.

James A. Bohren

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

DEVELOPMENT AGREEMENT
BETWEEN
OSCAR APARTMENTS LLC
AND THE CITY OF SHEBOYGAN

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2019 by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter "Developer").

RECITALS

The City is in process of establishing Tax Increment District ("TID #20"), in accordance with Section 66.1105, Wis. Stats. (the "Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The Developer proposes to build a 248-unit multi-family development targeted at providing rental housing units to the City.

The City is authorized by Section 66.1105(3)(e), Wis. Stats, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project for TID #20.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and will provide new housing units in the City.

The Project Plan will include "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #20 and to facilitate the implementation of TID #20 Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

Developer has acquired real property within TID #20 and intends to develop the property by constructing new multi-family buildings at an estimated cost of $45,000,000 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the area of South 15th Street that has historically been used for industrial purposes in an otherwise residential area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"*Agreement*" or "*Development Agreement*" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"*Contribution Deadline*" means the year in which closure and dissolution of the District occurs as set forth in the Project Plan.

"*Developer*" means Oscar Apartments LLC and its permitted successors and assigns.

"*Development*" means the overall construction of an approximately 230,000 square multi-family apartment complex consisting of four residential buildings with 248 units and appurtenant buildings adjacent to S. 15th Street.

"*Development Incentive Payments*" means the property tax increment payments made to the Developer by the City pursuant to this Agreement.

"*Events of Default*" means any of the events described in Section 9.1 hereof.

"*Plans and Specifications*" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"*Project*" means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 248 units, located on the property described on Exhibit "A" (the "Property").

"*Tax Increment Revenue*" means the tax increment (as defined in Section 66.1105(2)(i), Wis. Stats.) generated by the Property.

"*TID Project Plan*" means the Project Plan for Tax Incremental Financing District No. 20 ("TID #20") of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 230,000 square foot at a total estimated cost of $45,000,000 with associated parking located on the property described on Exhibit "A" and pursuant to the plans in Exhibit "B." Construction is to commence in approximately May 2020 and completed for opening by November, 2021. Cost for this construction is estimated to be $45,000,000.

ARTICLE III. CONSTRUCTION SCHEDULE

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	March 31, 2020
Issuance of the Building Permits:	April 1, 2020
Start Construction:	April 15, 2020
Substantial Completion:	October 15, 2021

3.2 Default. Failure to substantially complete construction of the Project by the date agreed to in this document (or as amended by the parties in writing) is an event of default pursuant to Section 10.1(A) of this Agreement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

4.1 Developer's Representations and Warranties. The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Missouri.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project. Developer shall provide evidence thereof satisfactory to the City prior to the issuance by the City of any building permits, and from time to time upon the reasonable request of the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is/will be the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

ARTICLE V. UNDERTAKINGS OF THE DEVELOPER

5.1 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

5.2 Real Estate and Personal Property Taxes. Developer, as an inducement to the City to proceed with establishment of TID #20 and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that in addition to its obligations pursuant to Section 4.1(D) of this Agreement, it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin.

5.3 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

5.4 Assessed Valuation Challenges. The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Project; provided, however, Developer shall not take any action at Open Book, Board of Review or in Circuit Court to reduce the assessed valuation of the Project subject to this Development Agreement to an assessed real estate property value lower than that necessary to produce a minimum amount of Property Tax Increment of $606,276.85 annually during the term that the District remains open. No restrictions to legal challenges shall be in place after the Contribution Deadline.

5.5 Payment of Tax Increment Deficiencies. Commencing upon the substantial completion of the Development through the Contribution Deadline in the event that the real estate property valuation is less than $29,000,000.00 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference if any, between (i) the Property Tax collected by the City pursuant to Wis. State Statute 66.1105 and (ii) the Property Tax amount that would be collected by the City were the Project property to be assessed at $29,000,000. The difference, if any, shall be paid by Developer to the City within thirty (30) days of billing each year such increment deficiency occurs, under the Contribution Deadline, at which time no further payments of the difference to the City shall be required. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on the date that is not the first of any real property tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year shall by amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the parties agree that the portion of this Agreement relating to payment of tax increment deficiencies represents a loan to an owner of a premises located in the City for a brownfield revitalization project, and as such the City in its discretion may also enforce collection of Developer's obligations to pay tax increment deficiencies by imposing special assessments in accordance with the procedure or special charges against the Developer pursuant to §66.0627, Wis. Stats., which procedure is hereby consented to and all objections waived, and furthermore, separately or on conjunction with any other available remedy, may offset any increment payments due to Developer by the amount of actual, and reasonably anticipated which become actual unpaid tax increment deficiencies Developer has failed to pay City as required by this Agreement.

5.6 Cooperation with City. Developer shall reasonably cooperate with the City to facilitate the City's performance under Article VI.

5.7 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veterans and minority-owned businesses. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the assessed real estate property value of the project has exceeded a minimum of $29,000,000, the City agrees to provide to the Developer each year for a maximum period of fifteen (16) years an annual incentive payment, in a total principal sum not to exceed $7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

> Each year for a maximum period of sixteen (16) years, commencing in 2021 and ending in 2036, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus $5,000 for the City's administrative costs, provided that the Tax Incremental Value of the Project is in excess of $29,000,000 in respect to the real property upon which the Project is situated in that year. Notwithstanding the calculation in this subsection, in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed $471,250. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2021. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

6.2 Condition Precedent to Payment of Development Incentives. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than $45,000,000 in costs related to the project.

6.3 Off-Site Public Improvements. The City shall, at its sole cost and expense: (i) have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way; and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than five (5) years after substantial completion of the project, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The new 230,000 square foot multi-family development shall be completed in phases with final completion on or before October 15, 2021.

(B) All representations and warranties of Developer set forth in Article III and elsewhere in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. TID CONTINGENCY

8.1 Creation of TID. Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District including, at a minimum, the Property as contemplated herein, after October 31, 2019, and having the base year certified by the Wisconsin Department of Revenue as of 2020. The City shall take all commercially reasonable steps required to create and obtain Joint Review Board approval of a Tax Incremental District.

8.2 Failure to Create TID. If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE IX. INDEMNIFICATION OF THE CITY

9.1 Indemnification. The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE X. DEFAULT/REMEDIES

10.1 Events of Default. An Event of Default is any of the following:

(A) Failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement.

(B) Failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(C) Failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(D) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

10.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party has cured or will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

10.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

10.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XI. FORCE MAJEURE

11.1 Force Majeure. No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

12.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

12.4 No Assignment. Developer may assign its rights in this Agreement without the consent of the City to any affiliate of the Developer. Developer may not assign its rights in this Agreement without the express prior written consent of the City to any non-affiliated assignee.

12.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

12.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

12.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

12.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:	City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081 Attn: City Clerk with a copy to: City Attorney City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081
To the Developer:	Oscar Apartments LLC 8451 Maryland Avenue St. Louis, MO 63105 Attn: Joel Oliver

12.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

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

12.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

12.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

12.14 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement, the creation of TID #20, for external review of Developer's pro forma by Ehlers & Associates, and other documents and agreements referred to herein.

List of Exhibits:

A Legal Description

B Developer's Project Plans

This document consists of _____ pages, including the following signature page, plus any Exhibits.

SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

OSCAR APARTMENTS LLC

BY: _____
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. ___-19-20.

EXHIBIT

A

LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: 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 . of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; 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); 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 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00

feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04′ 11″ West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29′ 20″ East 80.00 feet) parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04′ 11″ West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the 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′ 30″ East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10′ 30″ East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14′ 58″ East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the 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) 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 beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

Tax Key No. 59281513500

Address: 1440 South 16th Street, Sheboygan, WI 53082

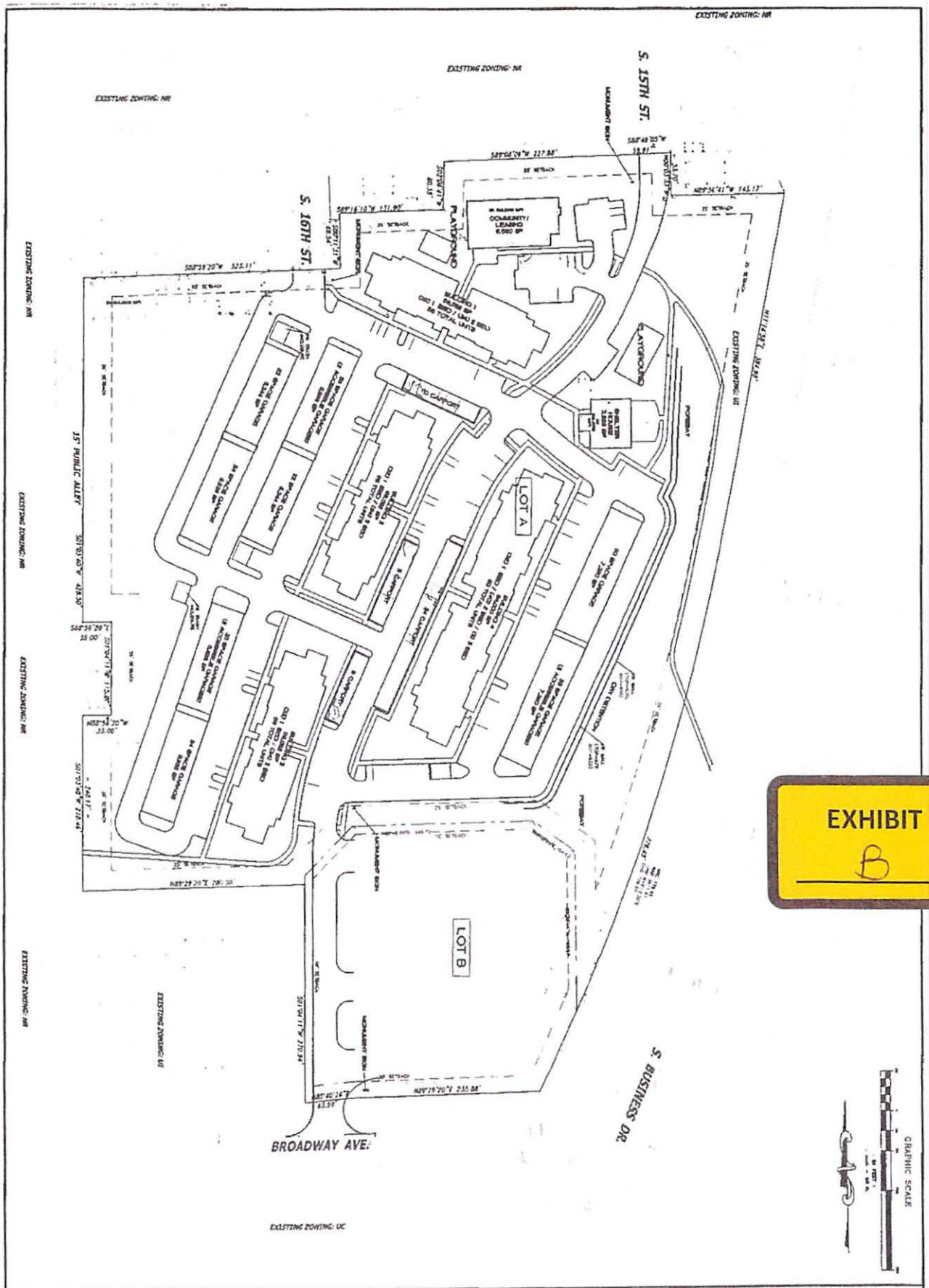


EXHIBIT
B

SITE PLAN FOR

THE OSCAR

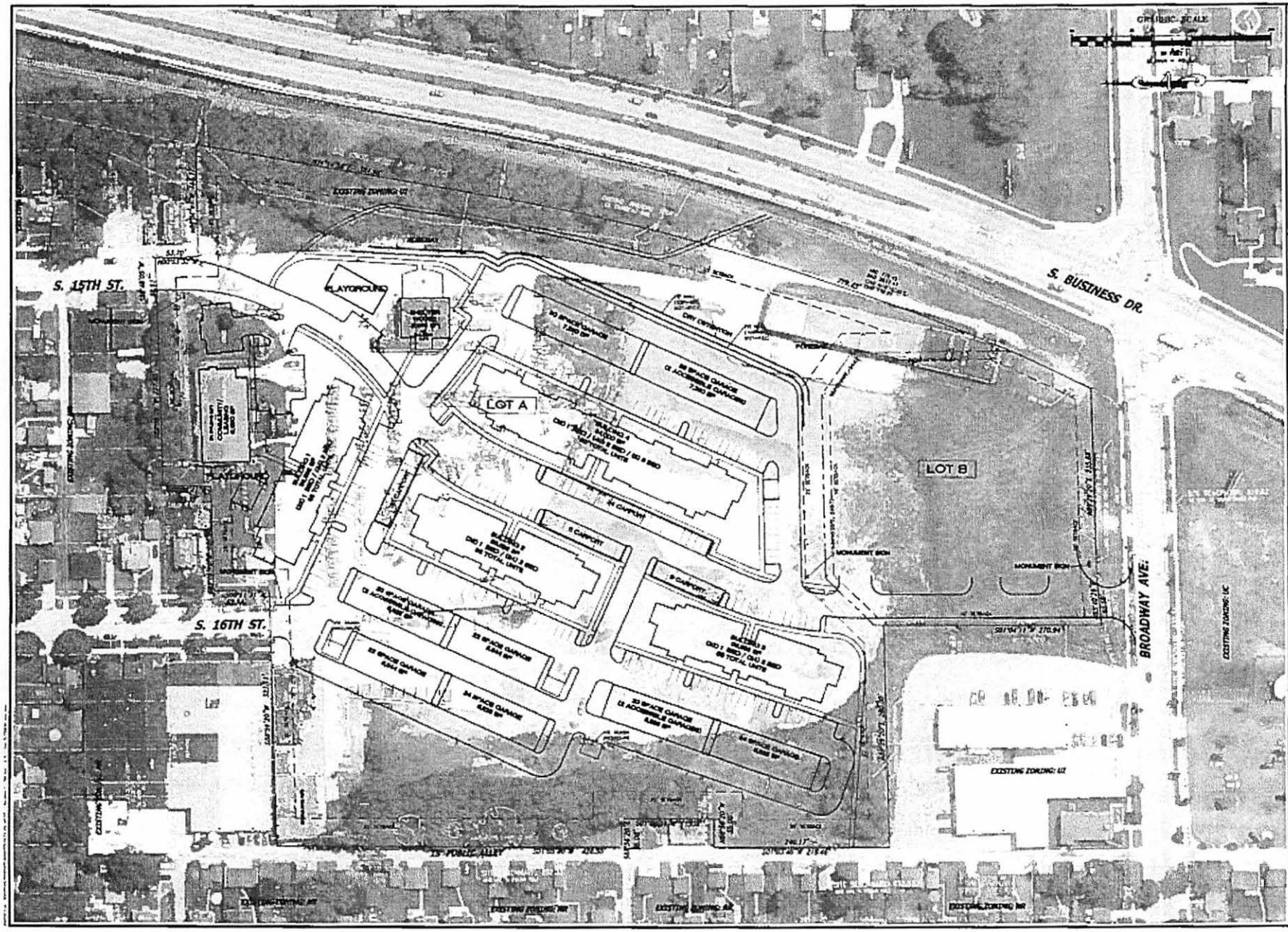
1436 SOUTH 15TH STREET

CITY OF SHEBOYGAN
WISCONSIN

STOCK & ASSOCIATES
Consulting Engineers, Inc.

GEOMETRIC PLAN

3.0



Stock & Associates
Consulting Engineers, Inc.

SITE PLAN FOR
THE OSCAR
1436 SOUTH 15TH STREET
CITY OF SHEBOYGAN
WISCONSIN

GEORGE W. STOCK E-32832
CIVIL ENGINEER
06/14/19

REVISIONS
1 6/14/19 CITY COMMENTS

DRAWN BY: ALB
CHECKED BY: LMS
DATE: 05/08/19
JOB NO: 215-6301

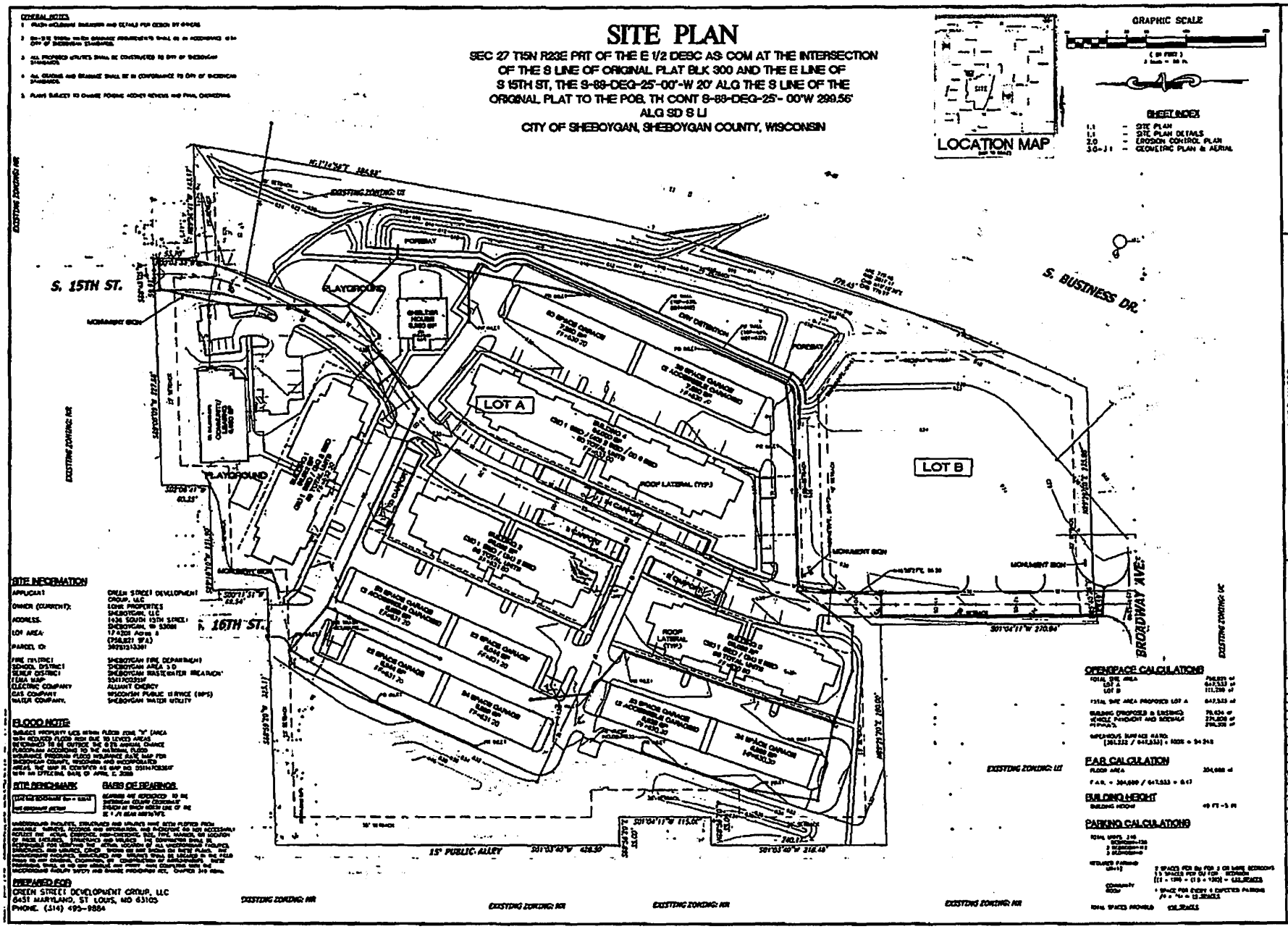
GEOMETRIC PLAN W/AERIAL

SHEET NO.
3.1

SITE PLAN

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 AND THE E LINE OF S 15TH ST, THE S-89-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-89-DEG-25'- 00"W 299.56' ALG SD S LI

CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



Stuck & Associates Consulting Engineers, Inc.

SITE PLAN FOR

THE OSCAR

1436 SOUTH 15TH STREET

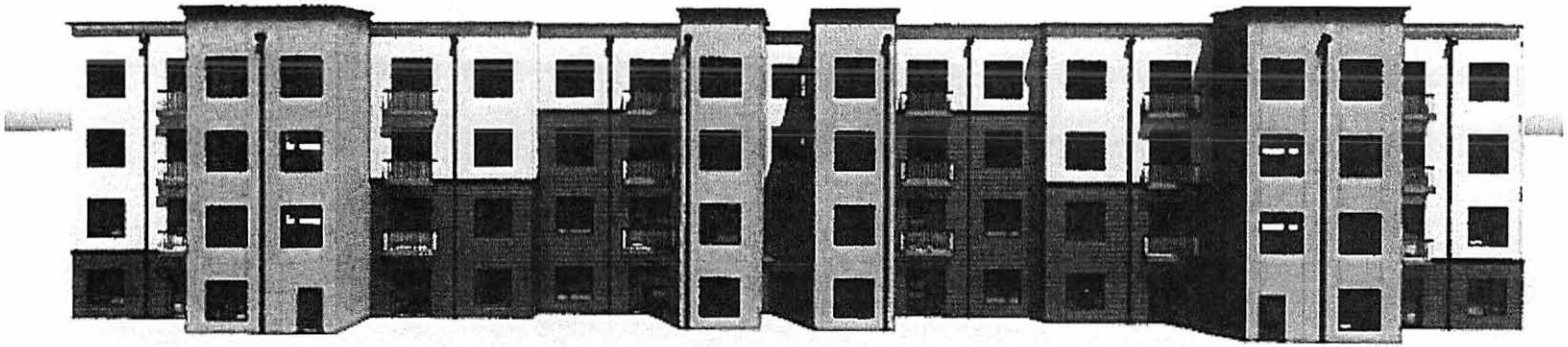
CITY OF SHEBOYGAN

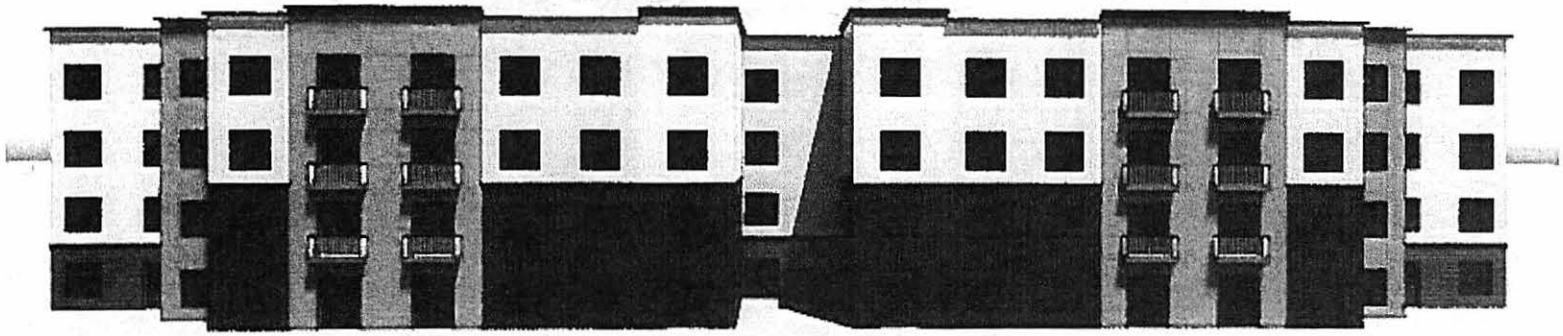
WISCONSIN

REVISIONS:

SITE PLAN

1.0





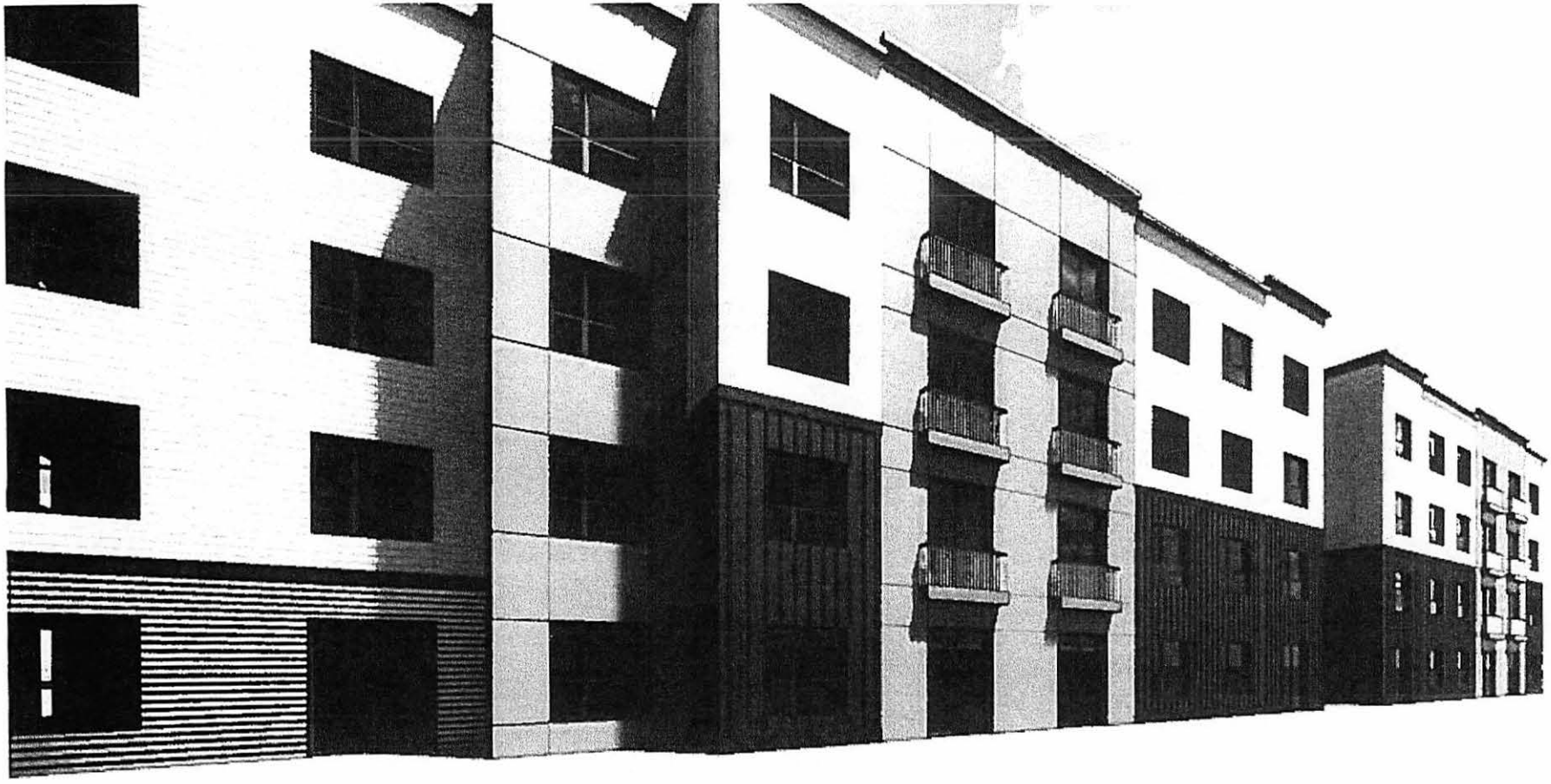
BUILDING A EXTERIOR RENDERS

THE OSCAR

BROADWAY & S BUSINESS DR.

1

rosemann & ASSOCIATES

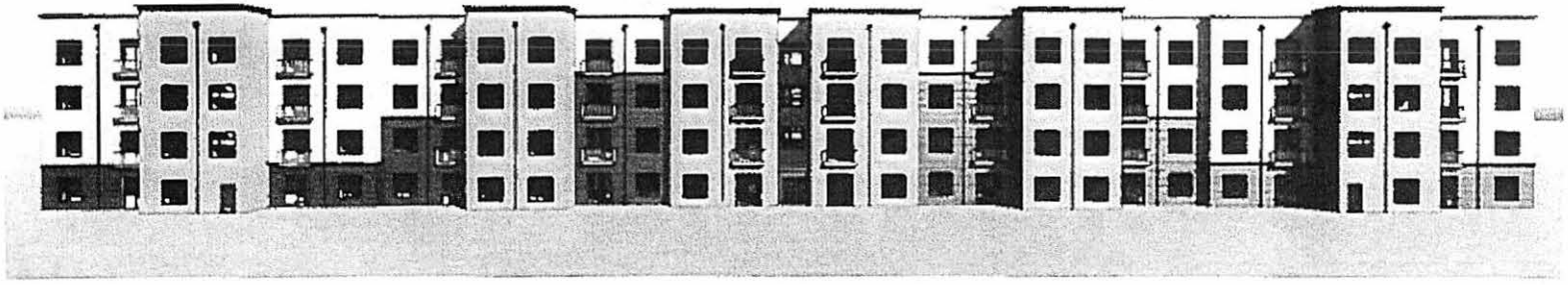


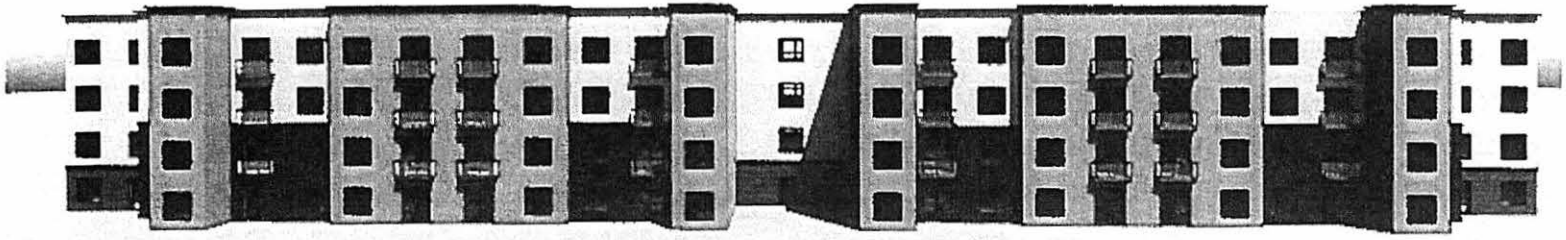
BUILDING A EXTERIOR PERSPECTIVE

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES



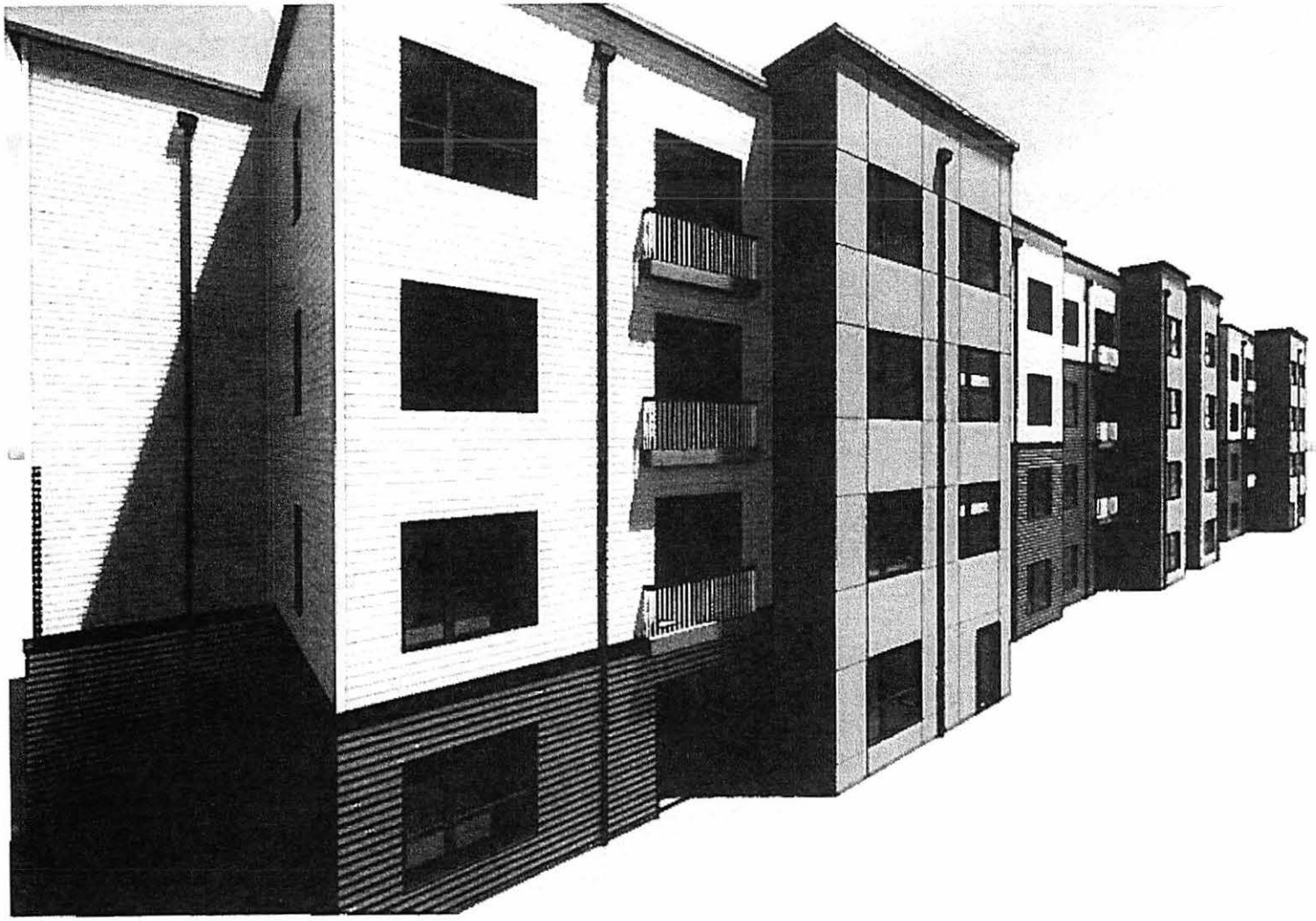


BUILDING 8 EXTERIOR RENDERS

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES



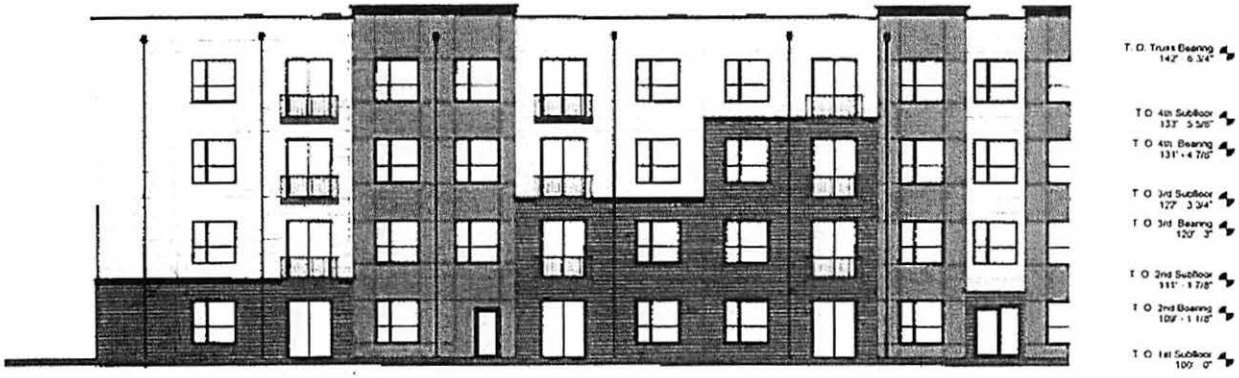
BUILDING B EXTERIOR PERSPECTIVE

THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOC ATES.

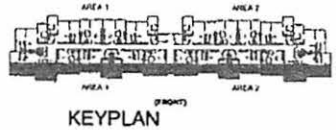
2 BUILDING A - FRONT ELEVATION
AREA 1



1 BUILDING A - FRONT ELEVATION
AREA 2

MATERIAL LEGEND

- 5" FIBER CEMENT SIDING - OFF WHITE
- FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL REVEAL SYSTEM
- HARDIE PANEL VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 1/2" & 5 1/2" AT WINDOW
  - 11 1/4" AT BANDING
  - 1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



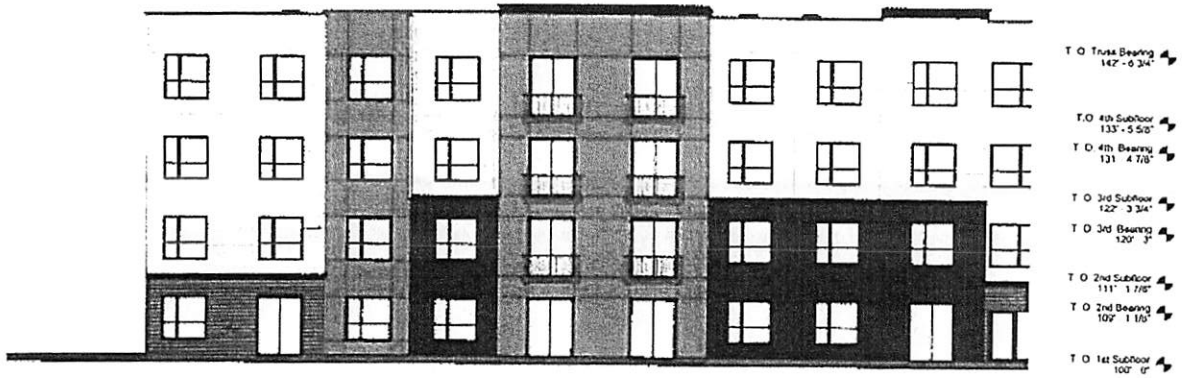
KEYPLAN

BUILDING A EXTERIOR ELEVATIONS

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES

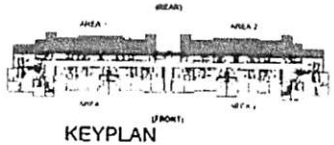


2 BUILDING A - REAR ELEVATION - AREA 1

1 BUILDING A - REAR ELEVATION - AREA 2

MATERIAL LEGEND

- 6" FIBER CEMENT SIDING OFF WHITE
- 8" FIBER CEMENT SIDING LIGHT GRAY
- HARDIE PANEL REVEAL SYSTEM
- HARDIE PANEL VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 3 1/2" X 5 1/2" AT WINDOW
  - 1 1/2" AT BANDING
  - 5 1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



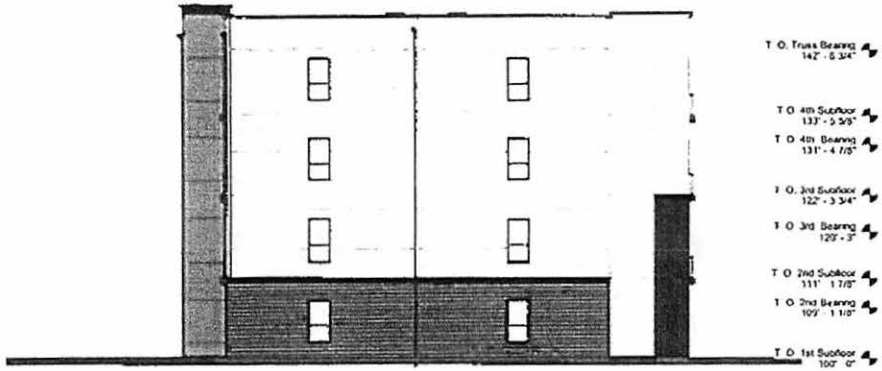
KEYPLAN

BUILDING A EXTERIOR ELEVATIONS

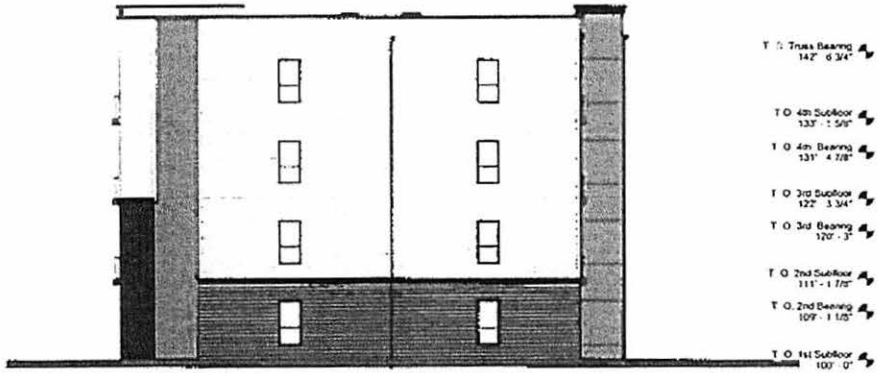
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES

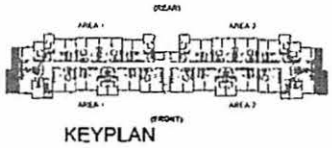


2 BUILDING A - LEFT ELEVATION - AREA 1



1 BUILDING A - RIGHT ELEVATION - AREA 2

MATERIAL LEGEND



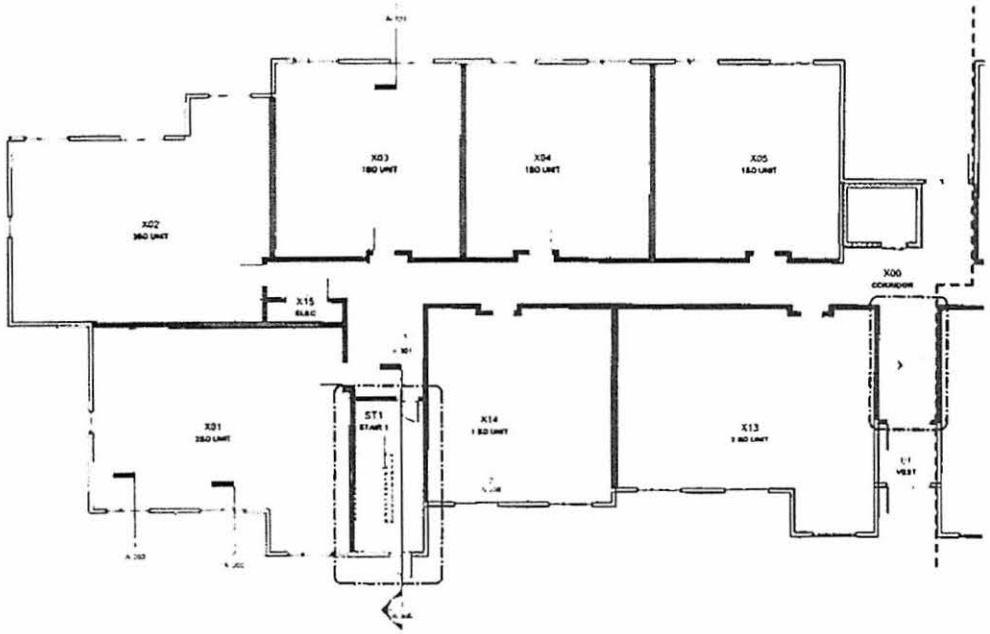
KEYPLAN

BUILDING A EXTERIOR ELEVATIONS

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING A - FIRST FLOOR PLAN
- AREA 1

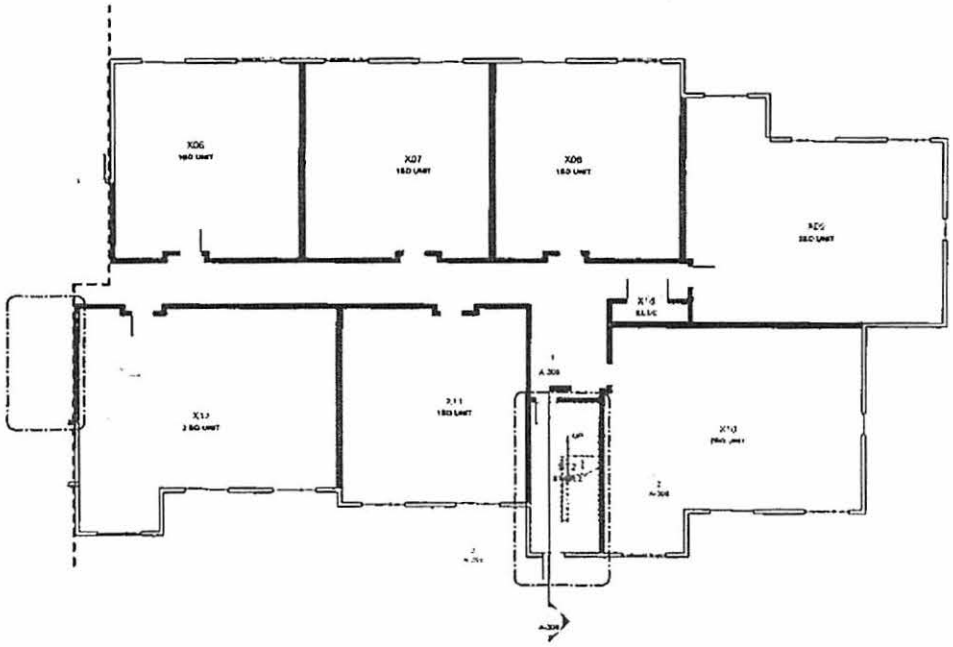
KEYPLAN

BUILDING A FLOOR PLANS

THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING A - FIRST FLOOR PLAN - AREA 2

KEYPLAN

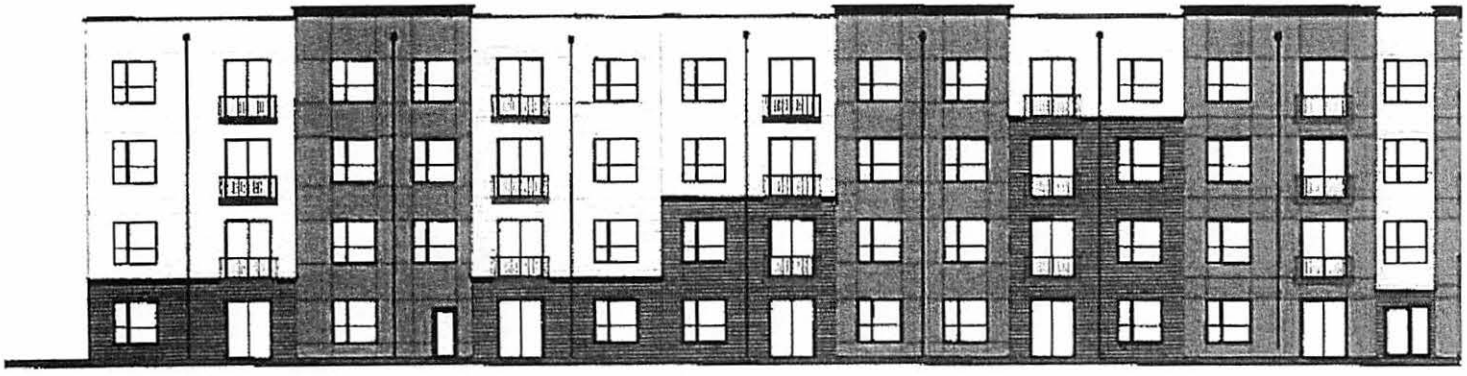
BUILDING A FLOOR PLANS

THE OSCAR

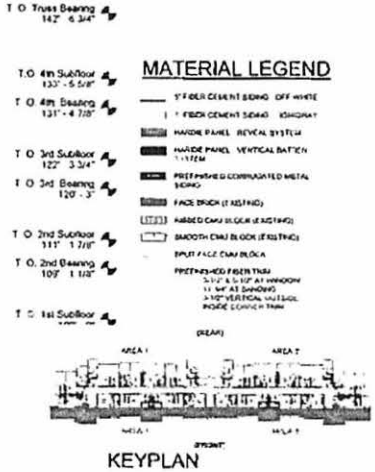
BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES

2 BUILDING B - FRONT ELEVATION - AREA 2



1 BUILDING B - FRONT ELEVATION - AREA 1



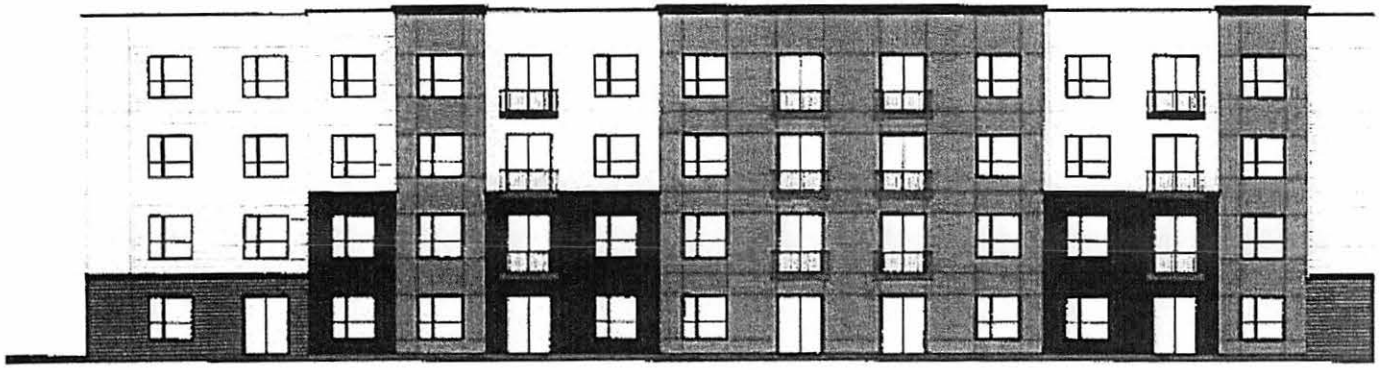
KEYPLAN

BUILDING B ELEVATIONS

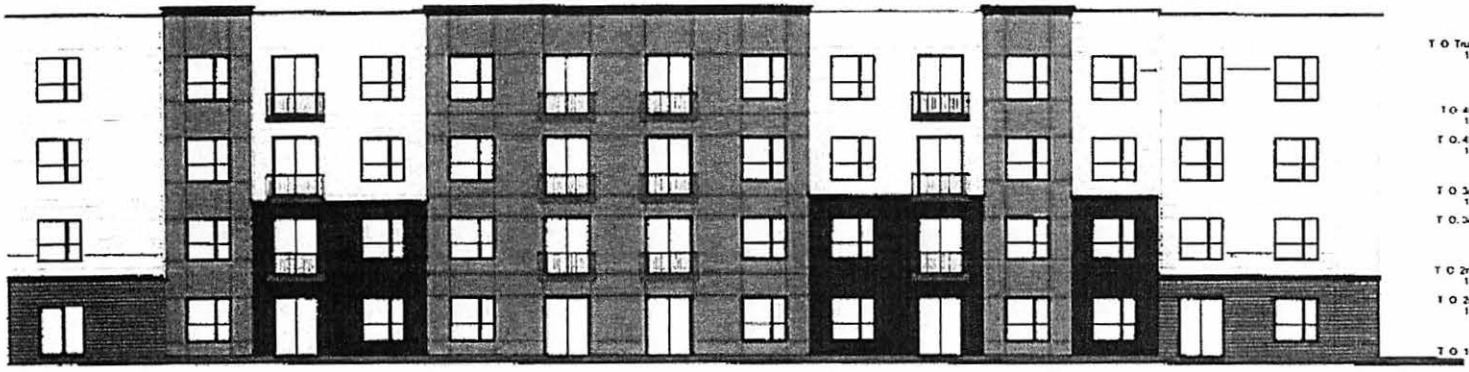
THE OSCAR

BROADWAY & S BUSINESS DR

rosemann & ASSOCIATES



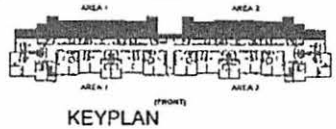
2 BUILDING B - REAR ELEVATION - AREA 2



1 BUILDING B - REAR ELEVATION - AREA 1

MATERIAL LEGEND

- 5" FIBER CEMENT SIDING - OFF WHITE
- 7" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 3-1/2" & 5-1/2" AT WINDOW
  - 11 1/4" AT BANDING
  - 3-1/2" VERTICAL OUTSIDE RISER CORNER TRIM



KEYPLAN

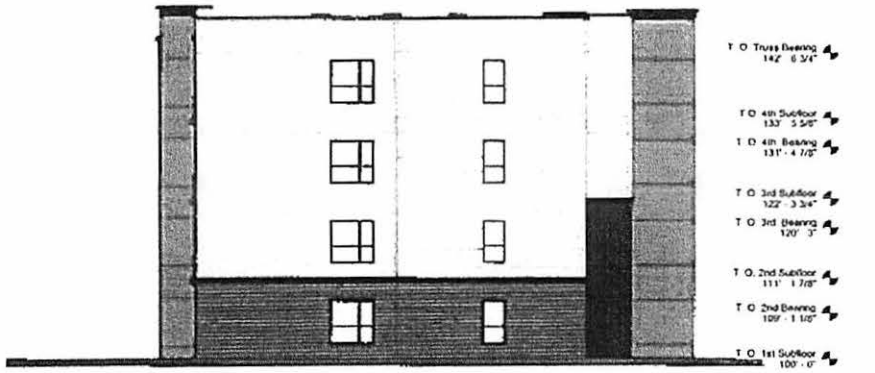
BUILDING B ELEVATIONS

THE OSCAR

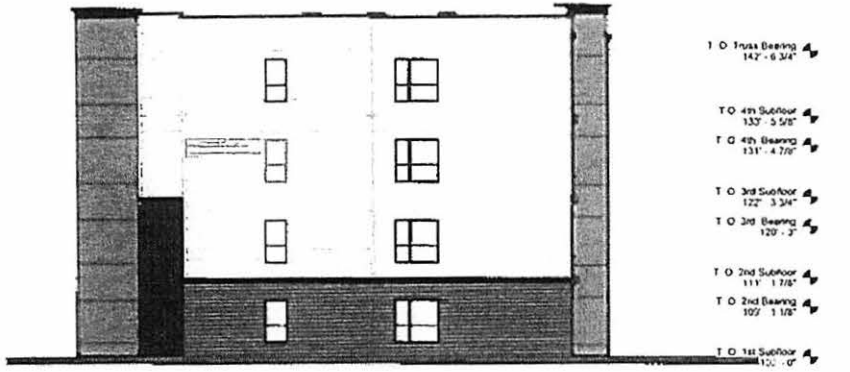
BROADWAY & S. BUSINESS DR.

11

rosemann & ASSOCIATES



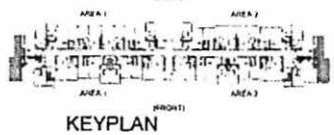
2 BUILDING B - RIGHT ELEVATION - AREA 2



1 BUILDING B - LEFT ELEVATION - AREA 1

MATERIAL LEGEND

- FIBER CEMENT SIDING - OFF WHITE
- FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFINISHED LUMINUM OR METAL SIDING
- FACE BRICK (EXISTING)
- PAINTED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 3-1/2" & 5-1/2" AT WINDOWS
  - 11 1/4" AT BANDING
  - 5-1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



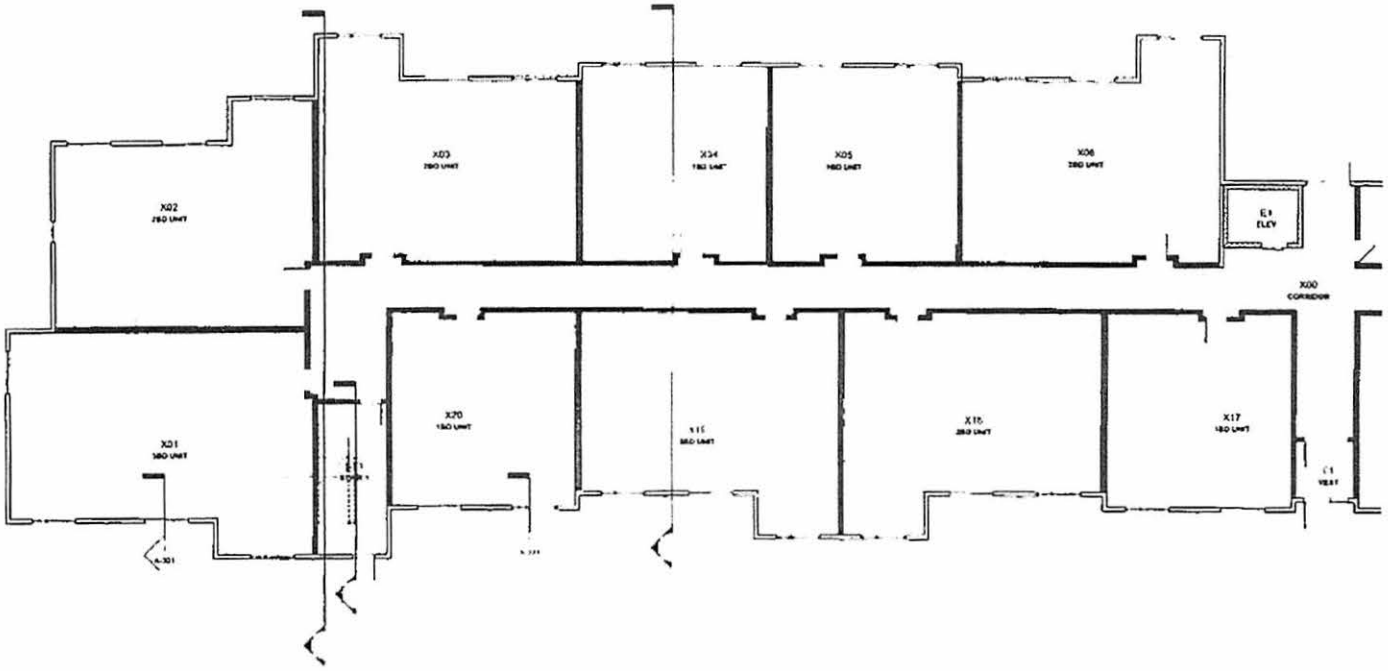
KEYPLAN

BUILDING B ELEVATIONS

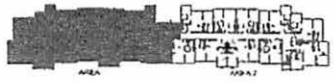
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING B - FIRST FLOOR PLAN
- AREA 1



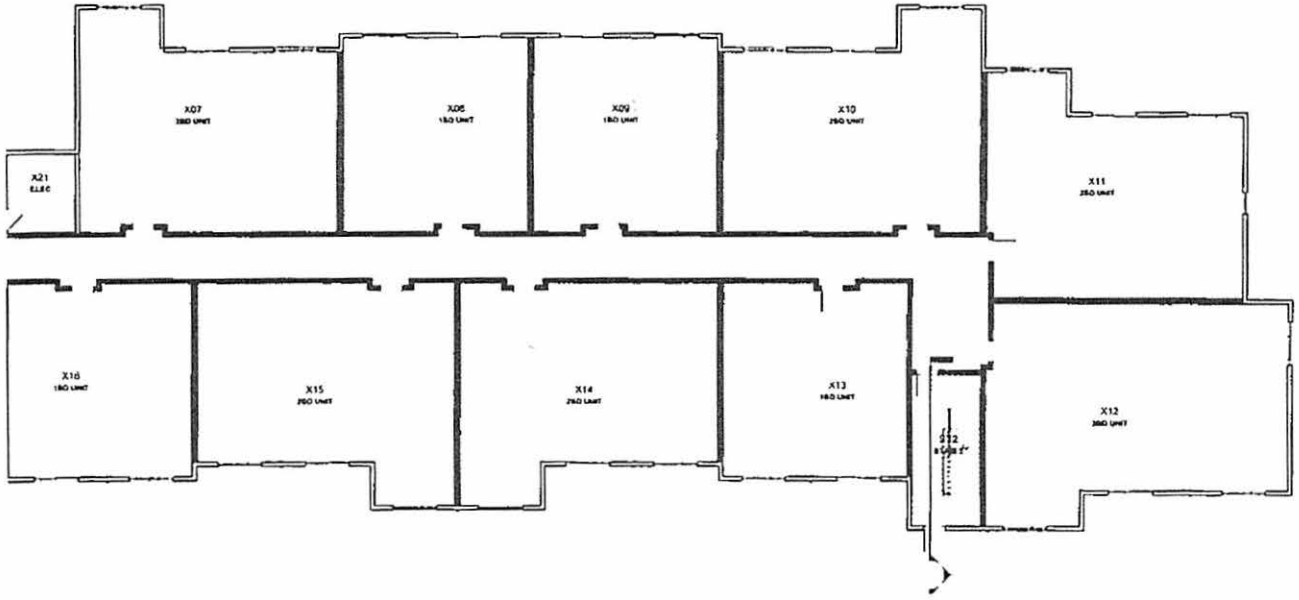
KEYPLAN

BUILDING B FLOOR PLANS

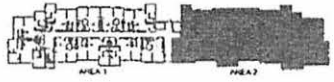
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING B - FIRST FLOOR PLAN
- AREA 2



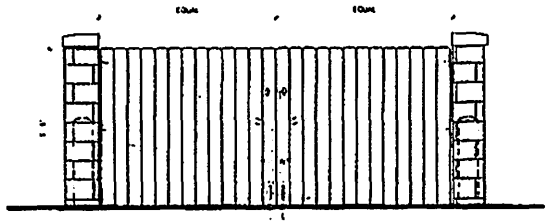
KEYPLAN

BUILDING B FLOOR PLANS

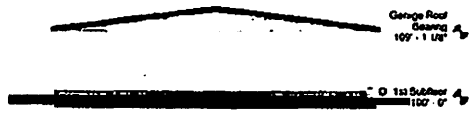
THE OSCAR

BROADWAY & S. BUSINESS DR

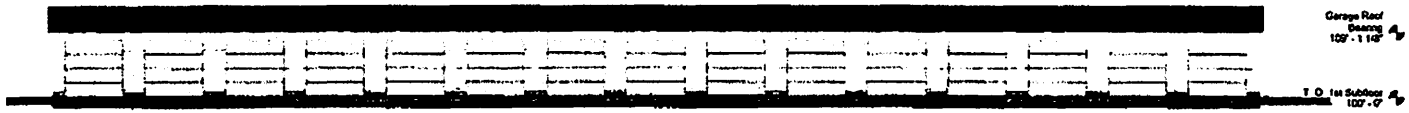
rosemann & ASSOCIATES



1 TRASH ENCLOSURE ELEVATION



2 GARAGE - LEFT ELEVATION



1 GARAGE - FRONT ELEVATION

MATERIAL LEGEND

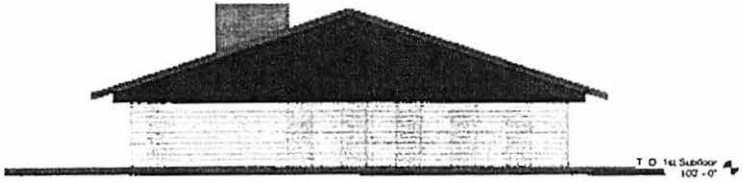
- 5/4" FIBER CEMENT SIDING OFF WHITE
- 5/4" FIBER CEMENT SIDING LIGHT GRAY
- HARDIE PANEL REVEAL SYSTEM
- HARDIE PANEL VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 1 1/2" & 1 1/2" AT WINDOW
  - 11 1/4" AT BANDING
  - 3 1/2" VERTICAL OUTLOOK
  - PLIOVI COVER TRIM

GARAGE ELEVATIONS / TRASH ENCLOSURE ELEVATION

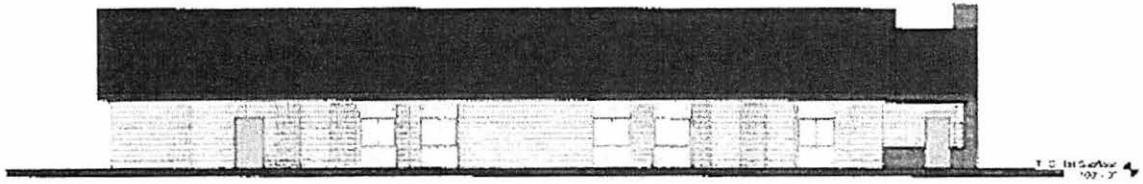
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



2 COMMUNITY BLDG - LEFT ELEVATION



1 COMMUNITY BLDG - FRONT ELEVATION

MATERIAL LEGEND

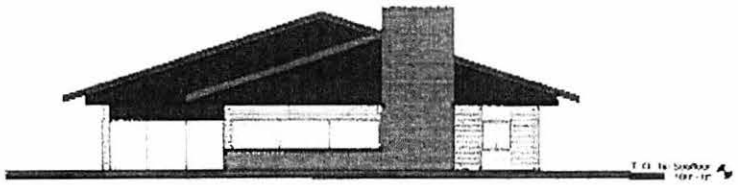
- 5" FIBER CEMENT SIDING - OFF WHITE
- 7" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 5-1/2" x 6-1/2" AT WINDOW
  - 11-1/2" AT BANDING
  - 3-1/2" VERTICAL OUTSIDE
  - INSIDE CORNER TRIM

COMMUNITY BUILDING ELEVATIONS

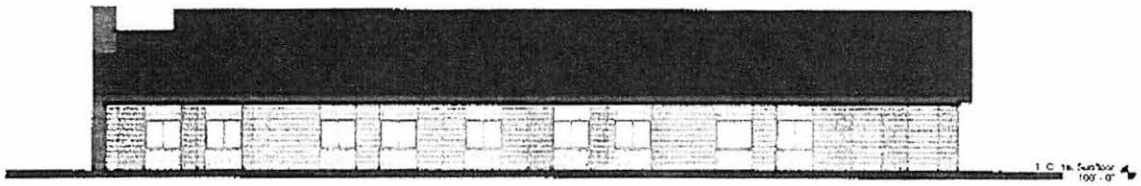
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



2 COMMUNITY BLDG - RIGHT ELEVATION



1 COMMUNITY BLDG - REAR ELEVATION

MATERIAL LEGEND

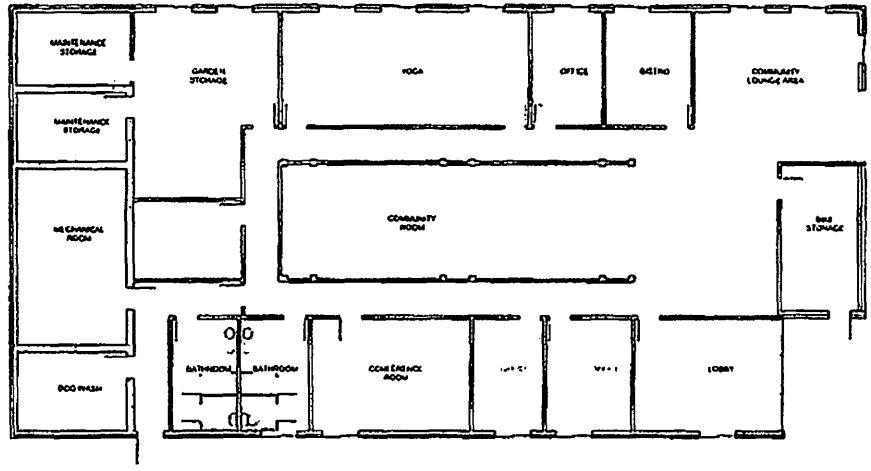
- 5" FIBER CEMENT SIDING - OFF WHITE
- 7" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FENESTRATION
  - 1/2" & 5 1/2" AT WINDOW
  - 11 3/4" AT BANDING
  - 1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM

COMMUNITY BUILDING ELEVATIONS

THE OSCAR

BROADWAY & S. BUSINESS DR

rosemann & ASSOCIATES



1 COMMUNITY BLDG - FLOOR PLAN

0 4' 8' 16'

COMMUNITY BUILDING ELEVATIONS

THE OSCAR

BROADWAY & S. BUSINESS DR

rosemann & ASSOCIATES

DEVELOPMENT AGREEMENT
BETWEEN
OSCAR APARTMENTS LLC
AND THE CITY OF SHEBOYGAN

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the 2nd day of January, ~~2019~~ 2020 by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter "Developer").

RECITALS

The City is in process of establishing Tax Increment District ("TID #20"), in accordance with Section 66.1105, Wis. Stats. (the "Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The Developer proposes to build a 248-unit multi-family development targeted at providing rental housing units to the City.

The City is authorized by Section 66.1105(3)(e), Wis. Stats, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project for TID #20.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and will provide new housing units in the City.

The Project Plan will include "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #20 and to facilitate the implementation of TID #20 Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

Developer has acquired real property within TID #20 and intends to develop the property by constructing new multi-family buildings at an estimated cost of $45,000,000 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the area of South 15th Street that has historically been used for industrial purposes in an otherwise residential area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"*Agreement*" or "*Development Agreement*" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"*Contribution Deadline*" means the year in which closure and dissolution of the District occurs as set forth in the Project Plan.

"*Developer*" means Oscar Apartments LLC and its permitted successors and assigns.

"*Development*" means the overall construction of an approximately 230,000 square multi-family apartment complex consisting of four residential buildings with 248 units and appurtenant buildings adjacent to S. 15th Street.

"*Development Incentive Payments*" means the property tax increment payments made to the Developer by the City pursuant to this Agreement.

"*Events of Default*" means any of the events described in Section 9.1 hereof.

"*Plans and Specifications*" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"*Project*" means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 248 units, located on the property described on Exhibit "A" (the "Property").

"*Tax Increment Revenue*" means the tax increment (as defined in Section 66.1105(2)(i), Wis. Stats.) generated by the Property.

"*TID Project Plan*" means the Project Plan for Tax Incremental Financing District No. 20 ("TID #20") of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 230,000 square foot at a total estimated cost of $45,000,000 with associated parking located on the property described on Exhibit "A" and pursuant to the plans in Exhibit "B." Construction is to commence in approximately May 2020 and completed for opening by November, 2021. Cost for this construction is estimated to be $45,000,000.

ARTICLE III. CONSTRUCTION SCHEDULE

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	March 31, 2020
Issuance of the Building Permits:	April 1, 2020
Start Construction:	April 15, 2020
Substantial Completion:	October 15, 2021

3.2 Default. Failure to substantially complete construction of the Project by the date agreed to in this document (or as amended by the parties in writing) is an event of default pursuant to Section 10.1(A) of this Agreement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

4.1 Developer's Representations and Warranties. The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Missouri.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project. Developer shall provide evidence thereof satisfactory to the City prior to the issuance by the City of any building permits, and from time to time upon the reasonable request of the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is/will be the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

ARTICLE V. UNDERTAKINGS OF THE DEVELOPER

5.1 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

5.2 Real Estate and Personal Property Taxes. Developer, as an inducement to the City to proceed with establishment of TID #20 and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that in addition to its obligations pursuant to Section 4.1(D) of this Agreement, it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin.

5.3 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

5.4 Assessed Valuation Challenges. The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Project; provided, however, Developer shall not take any action at Open Book, Board of Review or in Circuit Court to reduce the assessed valuation of the Project subject to this Development Agreement to an assessed real estate property value lower than that necessary to produce a minimum amount of Property Tax Increment of $606,276.85 annually during the term that the District remains open. No restrictions to legal challenges shall be in place after the Contribution Deadline.

5.5 Payment of Tax Increment Deficiencies. Commencing upon the substantial completion of the Development through the Contribution Deadline in the event that the real estate property valuation is less than $29,000,000.00 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference if any, between (i) the Property Tax collected by the City pursuant to Wis. State Statute 66.1105 and (ii) the Property Tax amount that would be collected by the City were the Project property to be assessed at $29,000,000. The difference, if any, shall be paid by Developer to the City within thirty (30) days of billing each year such increment deficiency occurs, under the Contribution Deadline, at which time no further payments of the difference to the City shall be required. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on the date that is not the first of any real property tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year shall by amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the parties agree that the portion of this Agreement relating to payment of tax increment deficiencies represents a loan to an owner of a premises located in the City for a brownfield revitalization project, and as such the City in its discretion may also enforce collection of Developer's obligations to pay tax increment deficiencies by imposing special assessments in accordance with the procedure or special charges against the Developer pursuant to §66.0627, Wis. Stats., which procedure is hereby consented to and all objections waived, and furthermore, separately or on conjunction with any other available remedy, may offset any increment payments due to Developer by the amount of actual, and reasonably anticipated which become actual unpaid tax increment deficiencies Developer has failed to pay City as required by this Agreement.

5.6 Cooperation with City. Developer shall reasonably cooperate with the City to facilitate the City's performance under Article VI.

5.7 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veterans and minority-owned businesses. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the assessed real estate property value of the project has exceeded a minimum of $29,000,000, the City agrees to provide to the Developer each year for a maximum period of sixteen (16) years an annual incentive payment, in a total principal sum not to exceed $7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

> Each year for a maximum period of sixteen (16) years, commencing in 2021 and ending in 2036, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus $5,000 for the City's administrative costs, provided that the Tax Incremental Value of the Project is in excess of $29,000,000 in respect to the real property upon which the Project is situated in that year. Notwithstanding the calculation in this subsection, in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed $471,250. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2021. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

6.2 Condition Precedent to Payment of Development Incentives. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than $45,000,000 in costs related to the project.

6.3 Off-Site Public Improvements. The City shall, at its sole cost and expense: (i) have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way; and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than five (5) years after substantial completion of the project, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The new 230,000 square foot multi-family development shall be completed in phases with final completion on or before October 15, 2021.

(B) All representations and warranties of Developer set forth in Article III and elsewhere in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. TID CONTINGENCY

8.1 Creation of TID. Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District including, at a minimum, the Property as contemplated herein, after October 31, 2019, and having the base year certified by the Wisconsin Department of Revenue as of 2020. The City shall take all commercially reasonable steps required to create and obtain Joint Review Board approval of a Tax Incremental District.

8.2 Failure to Create TID. If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE IX. INDEMNIFICATION OF THE CITY

9.1 Indemnification. The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE X. DEFAULT/REMEDIES

10.1 Events of Default. An Event of Default is any of the following:

(A) Failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement.

(B) Failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(C) Failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(D) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

10.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party has cured or will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

10.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

10.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XI. FORCE MAJEURE

11.1 Force Majeure. No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

12.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

12.4 No Assignment. Developer may assign its rights in this Agreement without the consent of the City to any affiliate of the Developer. Developer may not assign its rights in this Agreement without the express prior written consent of the City to any non-affiliated assignee.

12.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

12.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

12.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

12.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:	City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081 Attn: City Clerk with a copy to: City Attorney City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081
To the Developer:	Oscar Apartments LLC 8451 Maryland Avenue St. Louis, MO 63105 Attn: Joel Oliver

12.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

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

12.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

12.12 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

12.14 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement, the creation of TID #20, for external review of Developer's pro forma by Ehlers & Associates, and other documents and agreements referred to herein.

List of Exhibits:

A Legal Description

B Developer's Project Plans

This document consists of 36 pages, including the following signature page, plus any Exhibits.

SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

OSCAR APARTMENTS LLC

BY: _____
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. 128-19-20.

EXHIBIT A

LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: 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 ¼ of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; 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); 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 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00 feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet)

parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04′ 11″ West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the 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′ 30″ East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10′ 30″ East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14′ 58″ East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the 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) 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 beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

Tax Key No. 59281513500

Address: 1440 South 16th Street, Sheboygan, WI 53082

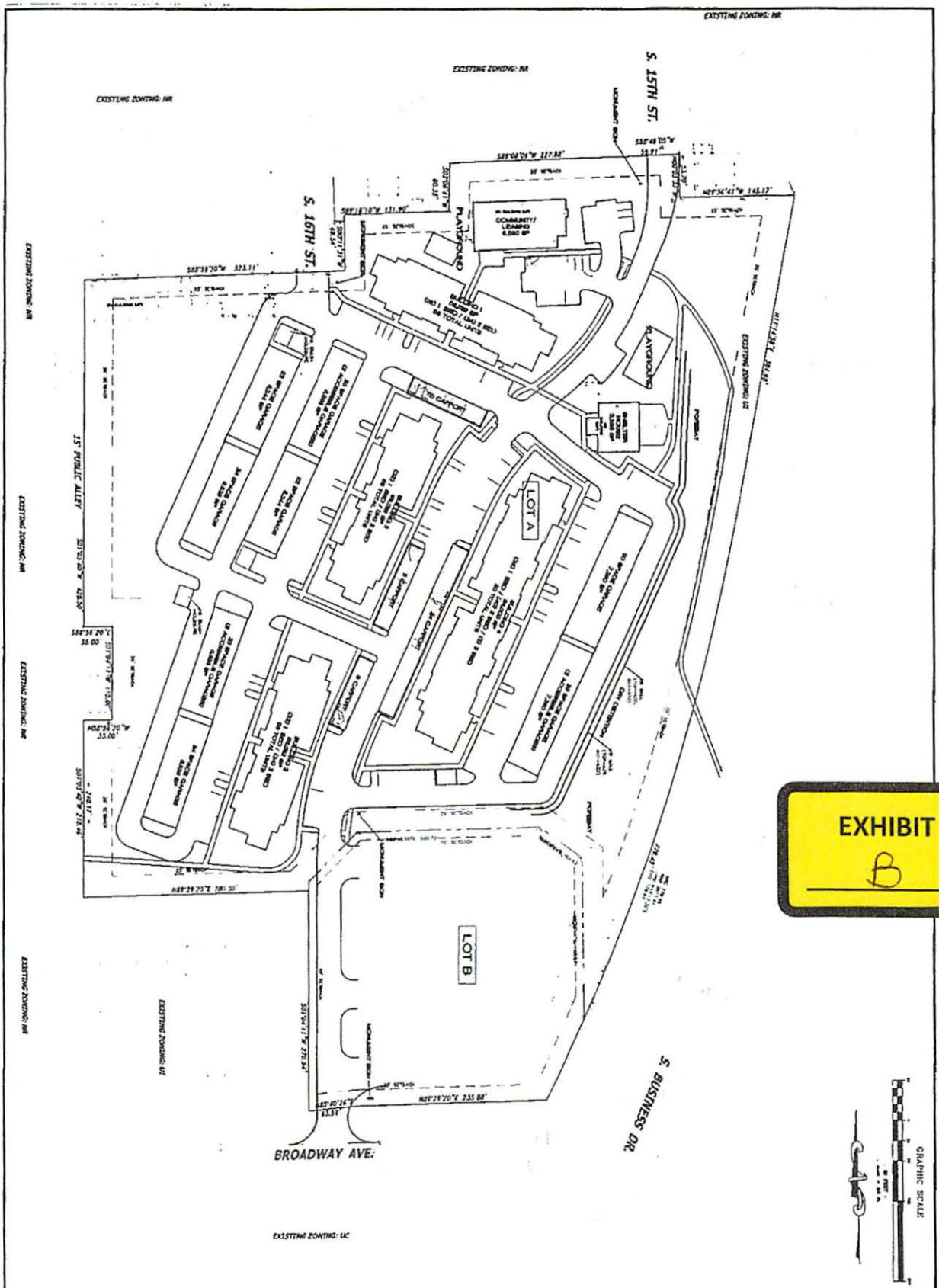
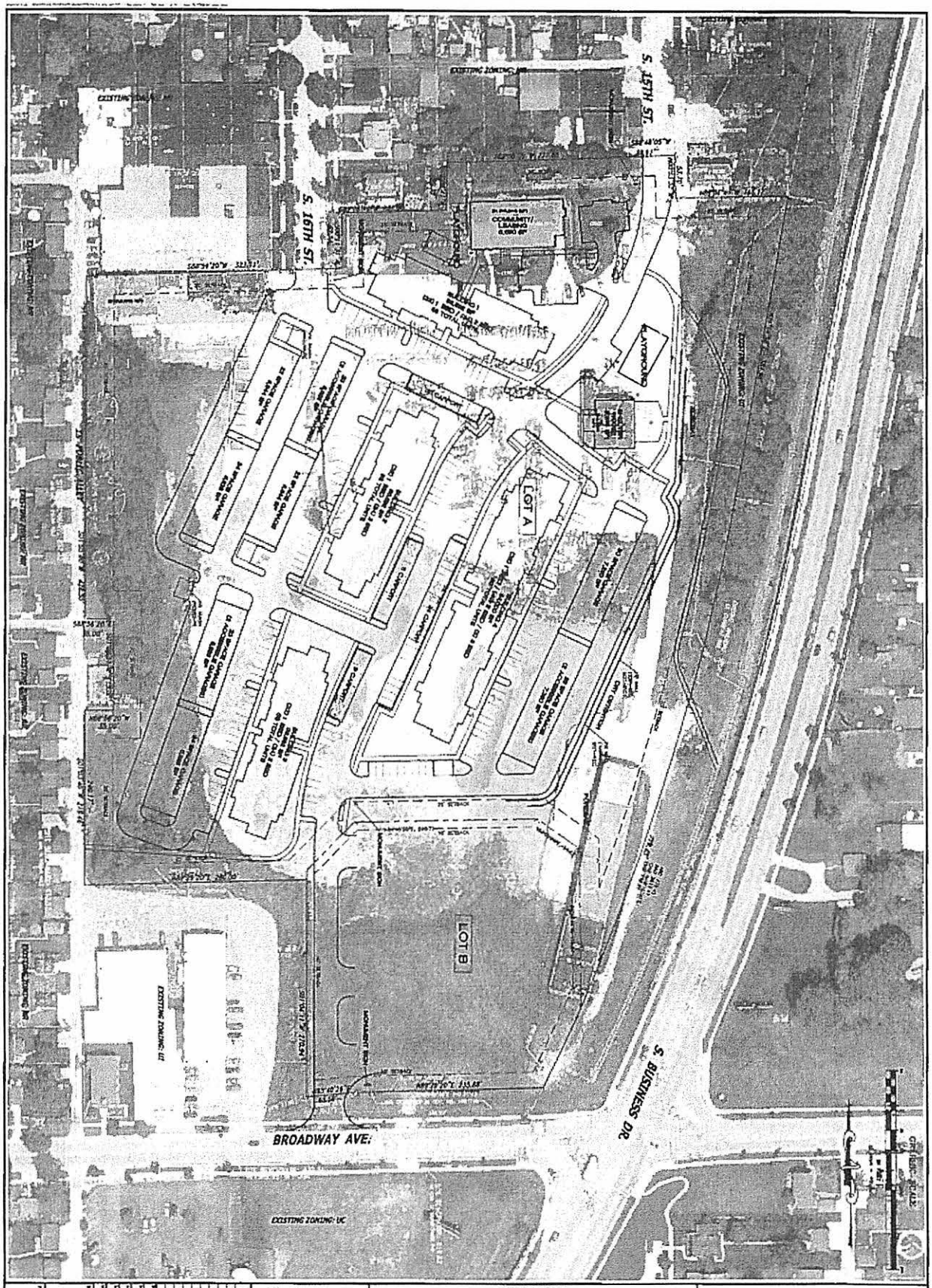


EXHIBIT
B

3.0	GEOMETRIC PLAN	SITE PLAN FOR THE OSCAR 1436 SOUTH 15TH STREET CITY OF SHEBOYGAN WISCONSIN

STOCK & ASSOCIATES Consulting Engineers, Inc.



PLAN 3.1

PROJECT NO.

GEOMETRIC PLAN W/AERIAL

REVISIONS

SITE PLAN FOR

THE OSCAR

1436 SOUTH 15TH STREET

CITY OF SHEBOYGAN

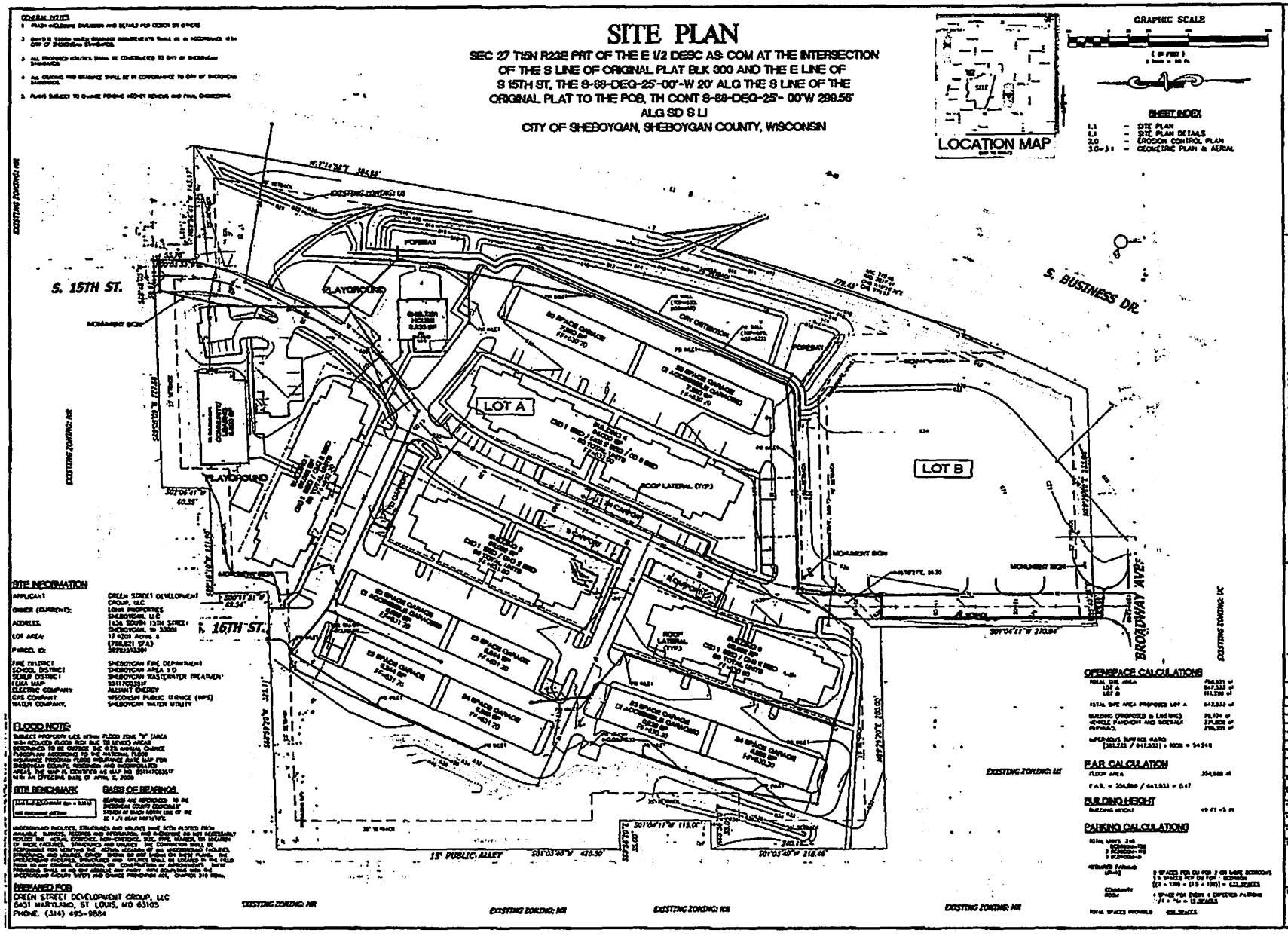
WISCONSIN

STOCK & ASSOCIATES Consulting Engineers, Inc.

SITE PLAN

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 AND THE E LINE OF S 15TH ST, THE S-89-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-89-DEG-25'- 00"W 299.56' ALG SD S LI

CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



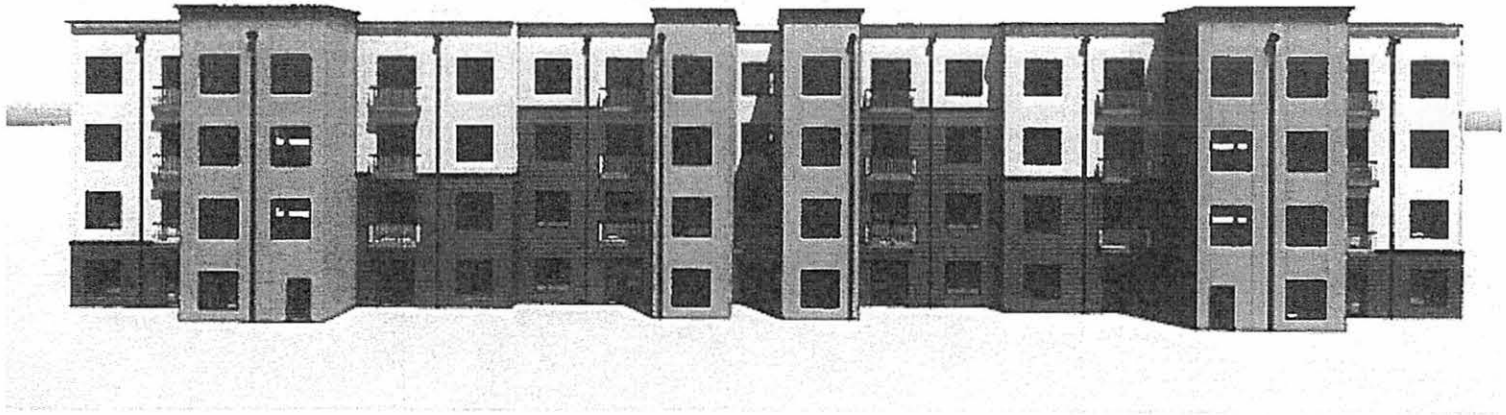
Strunk & Associates
Consulting Engineers, Inc.

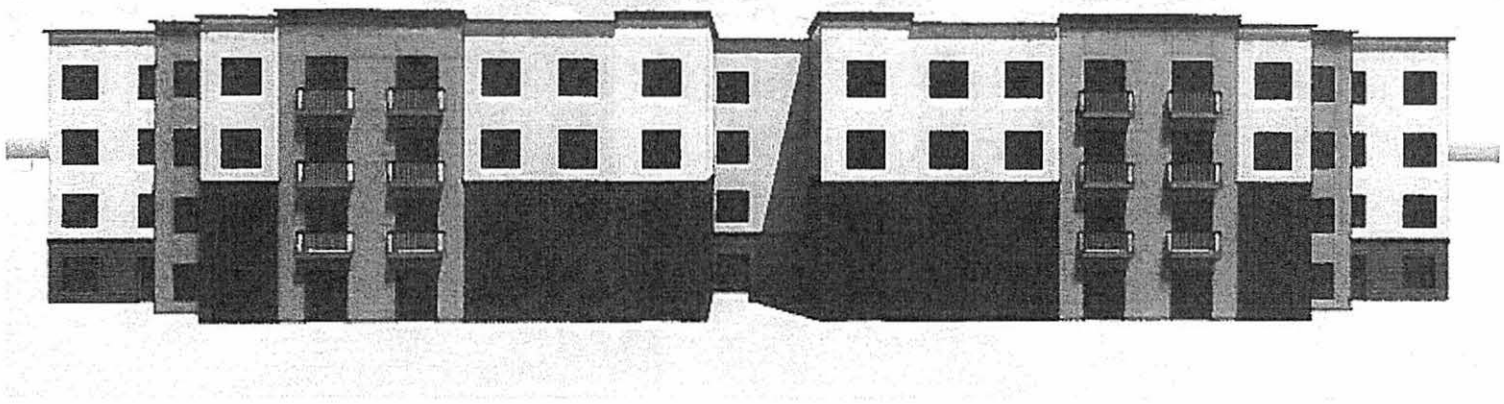
SITE PLAN FOR
THE OSCAR
1436 SOUTH 15TH STREET
CITY OF SHEBOYGAN
WISCONSIN

REVISIONS:

SHEET TITLE
SITE PLAN

SHEET NO.
1.0





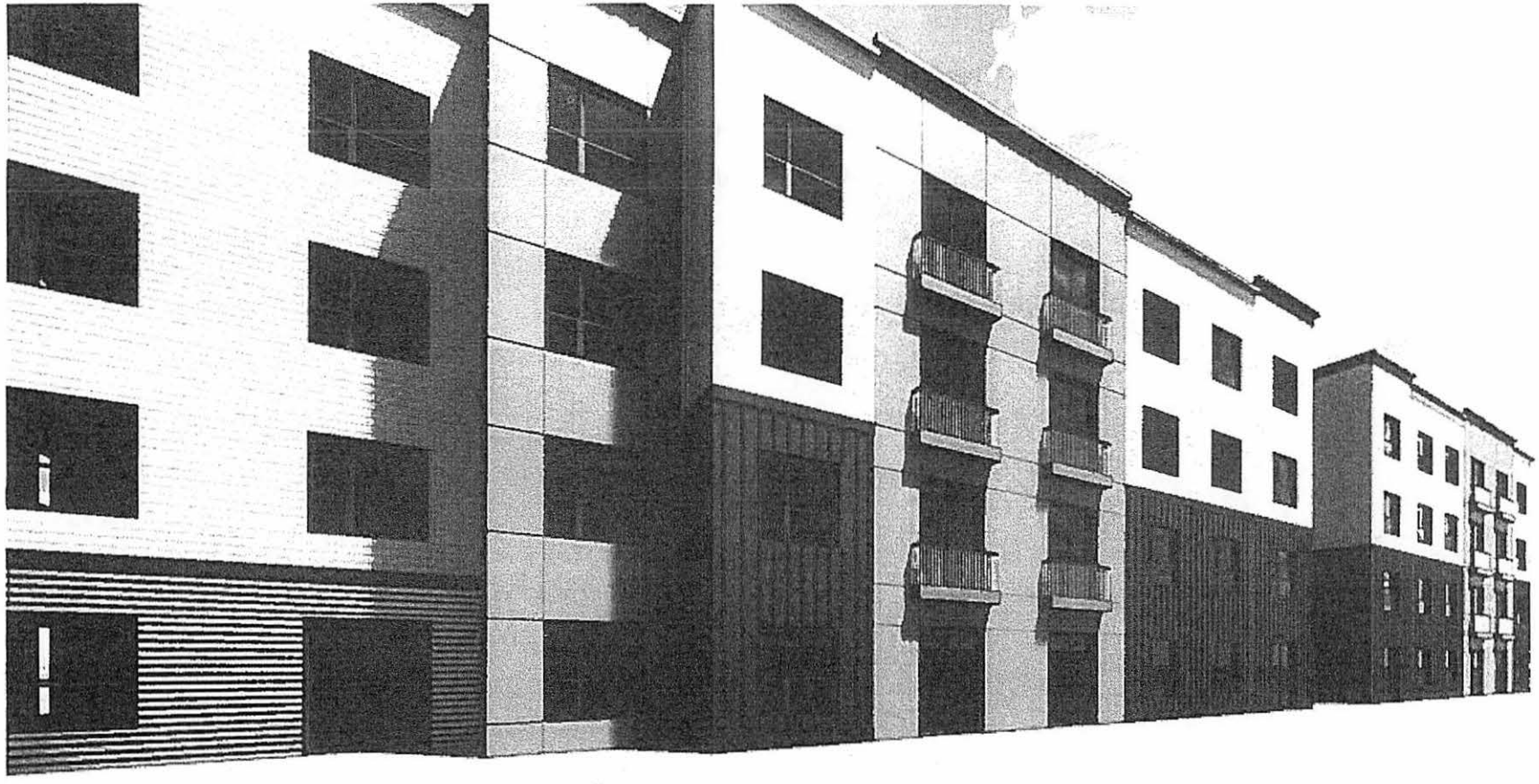
BUILDING A EXTERIOR RENDERS

THE OSCAR

BROADWAY & S BUSINESS DR.

1

rosemann & ASSOCIATES

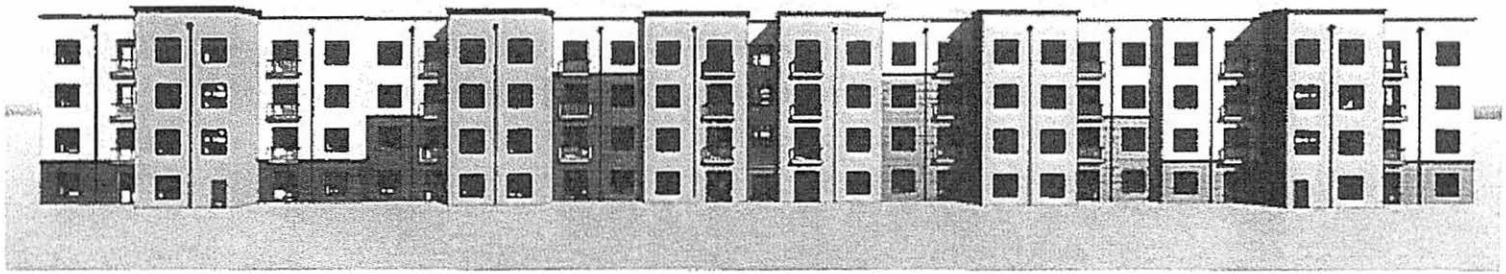


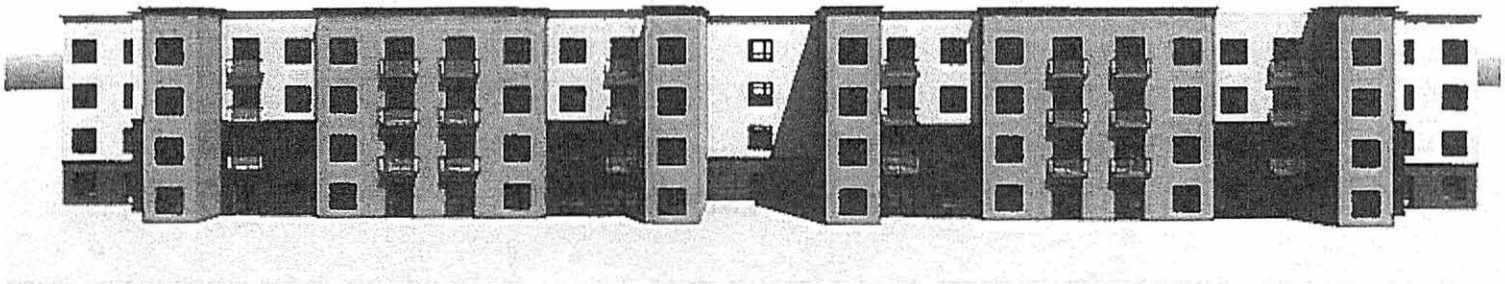
BUILDING A EXTERIOR PERSPECTIVE

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES





BUILDING B EXTERIOR RENDERS

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES

BUILDING B EXTERIOR PERSPECTIVE

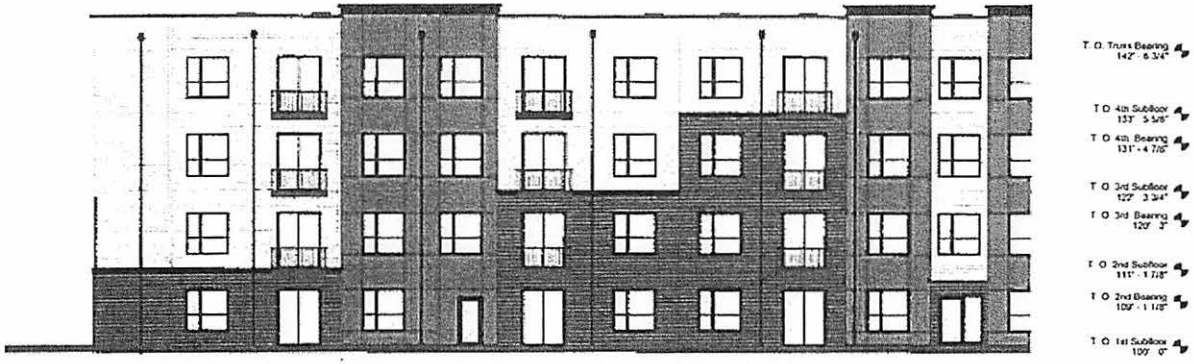
THE OSCAR

BROADWAY & S. BUSINESS DR.

4

rosemann & ASSOCIATES

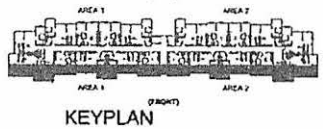
2 BUILDING A - FRONT ELEVATION
AREA 1



1 BUILDING A - FRONT ELEVATION
AREA 2

MATERIAL LEGEND

- 5" FIBER CEMENT SIDING - OFF WHITE
- 5" FIBER CEMENT SIDING - ASH GRAY
- HARDIE PANEL REVEAL SYSTEM
- HARDIE PANEL VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 1 1/2" & 1 1/2" AT WINDOW
  - 11 1/4" AT BANDING
  - 1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



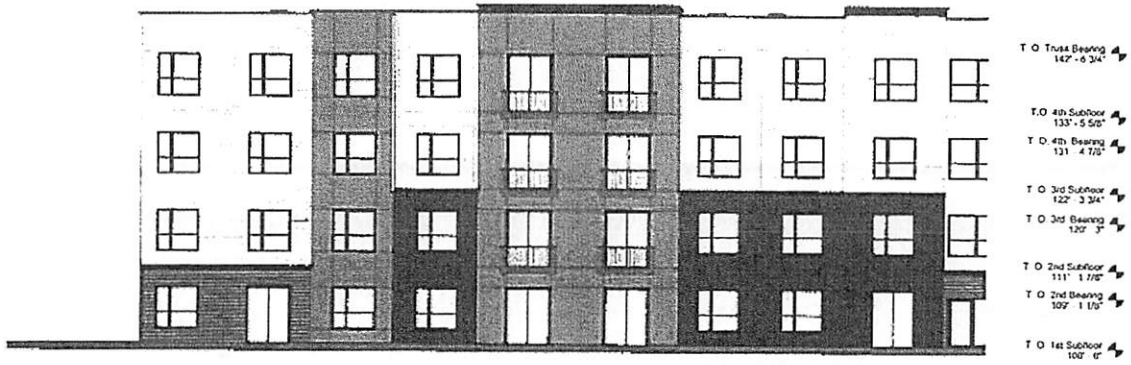
KEYPLAN

BUILDING A EXTERIOR ELEVATIONS

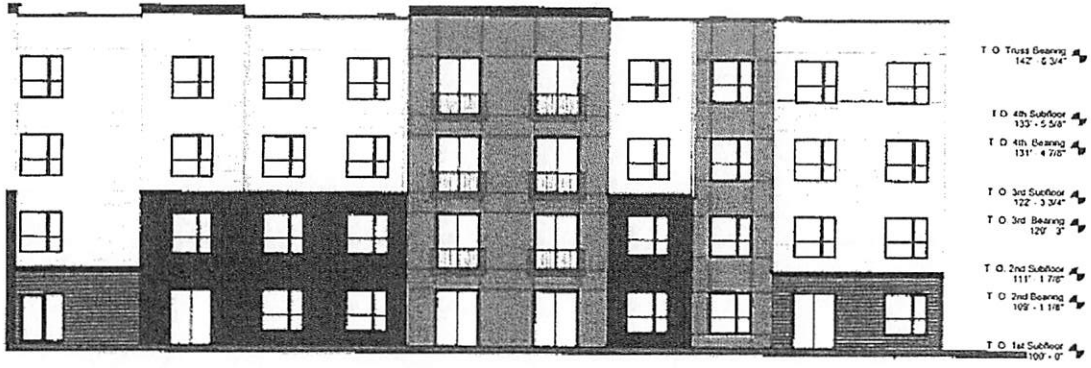
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



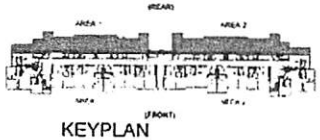
2 BUILDING A - REAR ELEVATION - AREA 1



1 BUILDING A - REAR ELEVATION - AREA 2

MATERIAL LEGEND

- 5" FIBER CEMENT SIDING OFF WHITE
- 5" FIBER CEMENT SIDING LIGH GRAY
- HARDIE PANEL REVEAL SYSTEM
- HARDIE PANEL VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 3 1/2" & 5 1/2" AS WINDOW
  - 1 1/2" AT BANDING
  - 5 1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



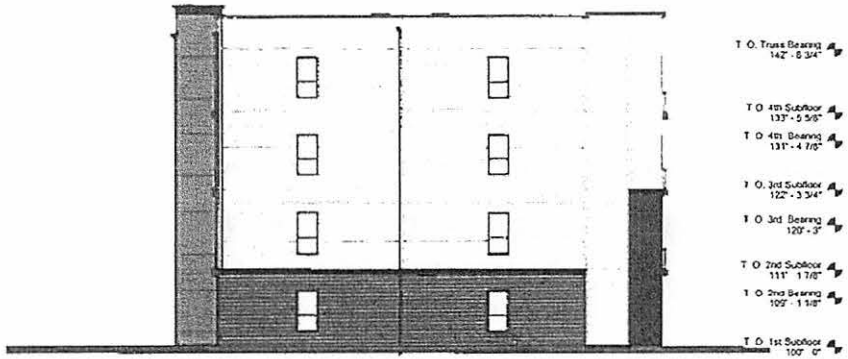
KEYPLAN

BUILDING A EXTERIOR ELEVATIONS

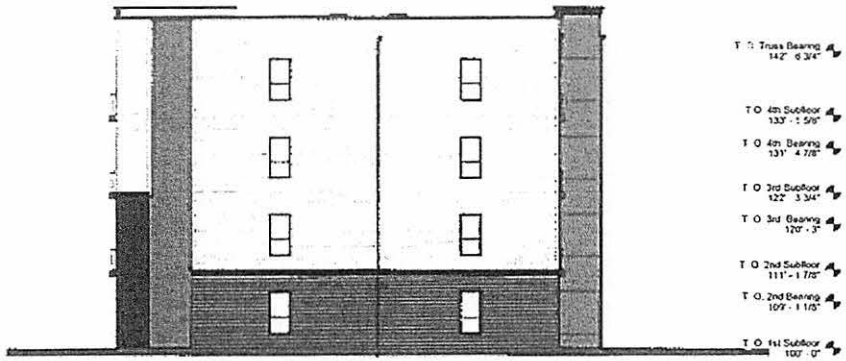
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



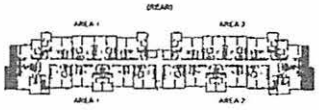
2 BUILDING A - LEFT ELEVATION - AREA 1



1 BUILDING A - RIGHT ELEVATION - AREA 2

MATERIAL LEGEND

- 5" FIBER CEMENT SIDING - DEEP WHITE
- 7" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PRE-FINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PRE-FINISHED FIBER TRIM
  - 3 1/2" & 5 1/2" AT WINDOW
  - 3 1/4" AT BANDING
  - 3 1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



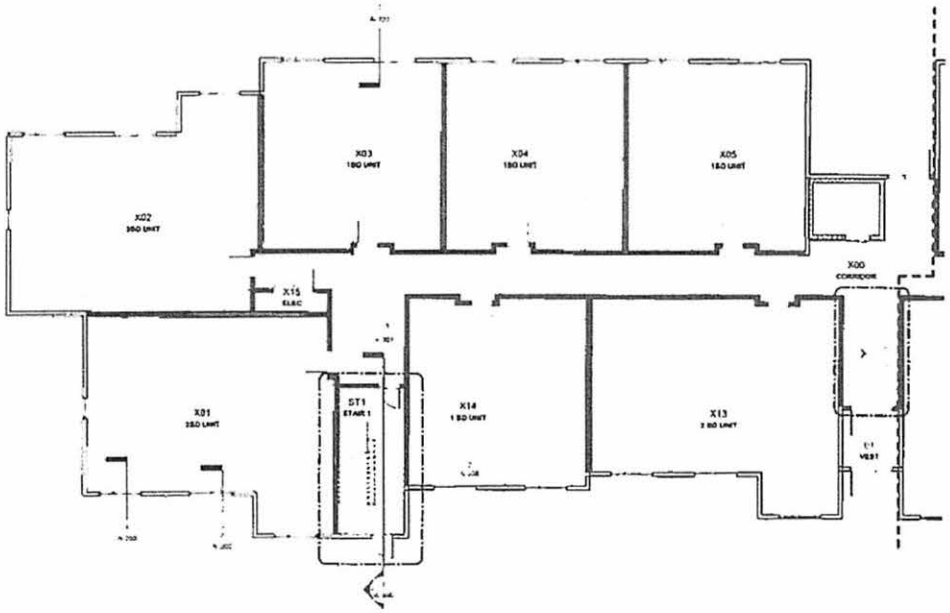
KEYPLAN

BUILDING A EXTERIOR ELEVATIONS

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING A - FIRST FLOOR PLAN
- AREA 1

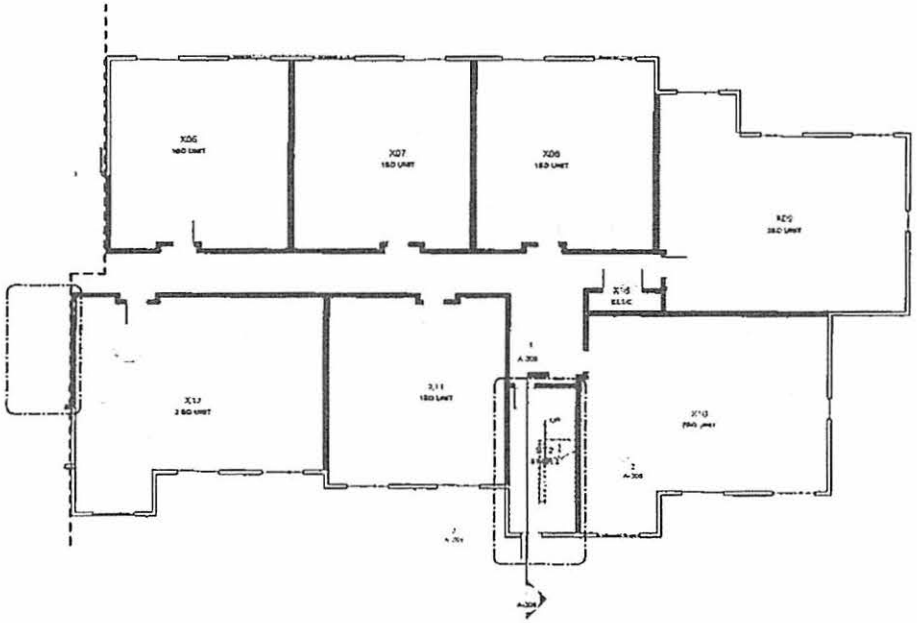
KEYPLAN

BUILDING A FLOOR PLANS

THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING A - FIRST FLOOR PLAN - AREA 2

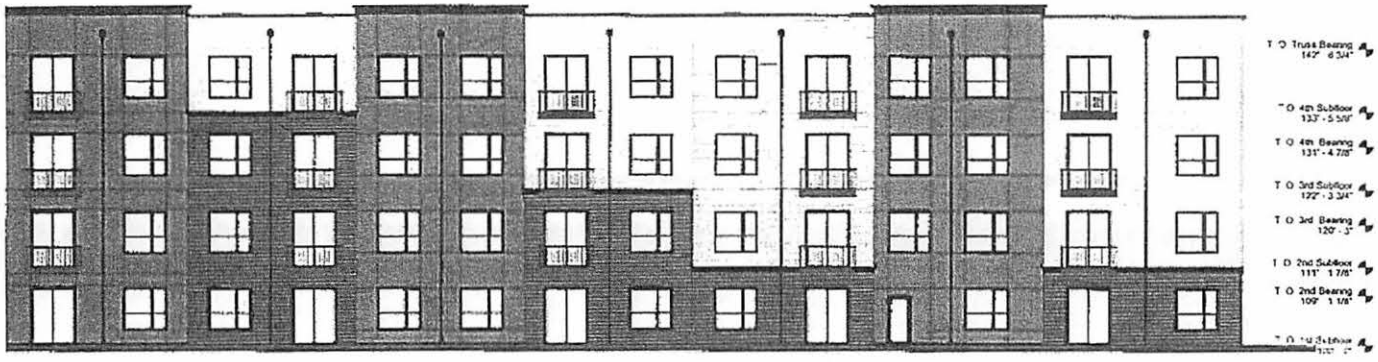
KEYPLAN

BUILDING A FLOOR PLANS

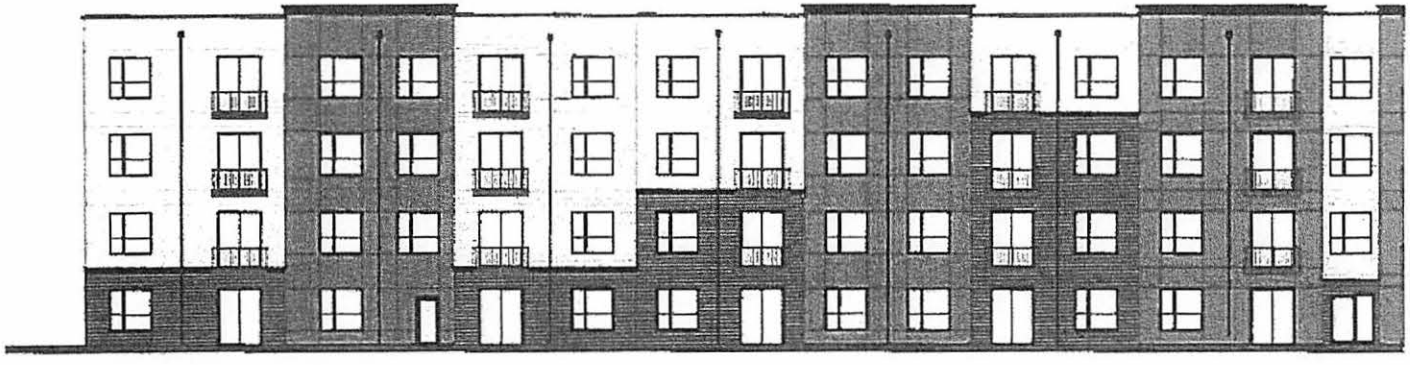
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



2 BUILDING B - FRONT ELEVATION - AREA 2



1 BUILDING B - FRONT ELEVATION - AREA 1

KEYPLAN

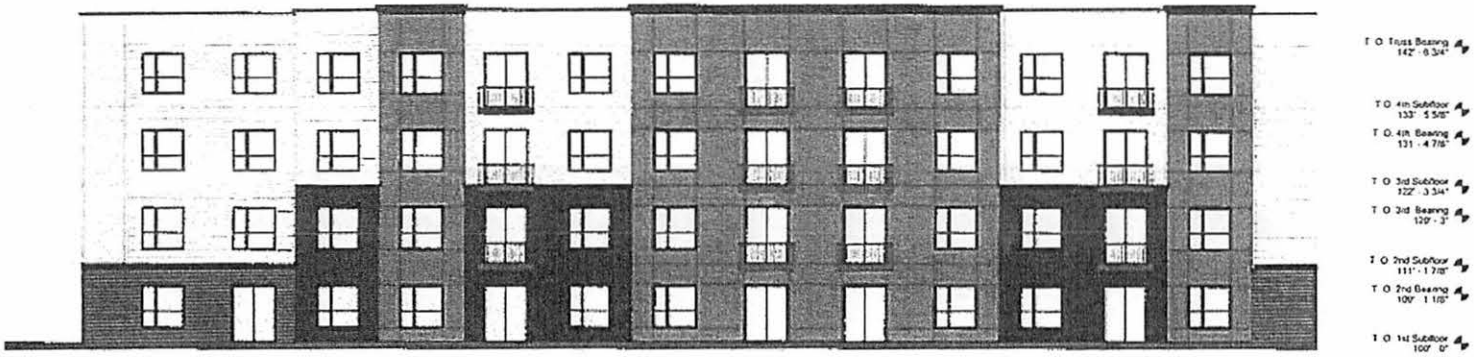
BUILDING B ELEVATIONS

THE OSCAR

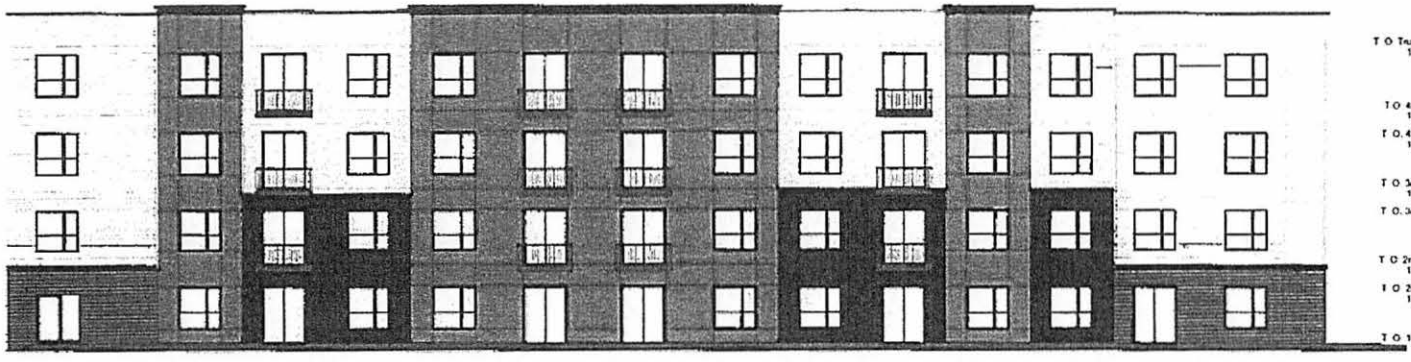
BROADWAY & S BUSINESS DR

10

rosemann & ASSOCIATES



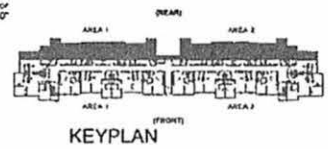
2 BUILDING B - REAR ELEVATION - AREA 2



1 BUILDING B - REAR ELEVATION - AREA 1

MATERIAL LEGEND

- 5" FIBER CEMENT SIDING - OFF WHITE
- 5" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFABRICATED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFABRICATED FIBER TRIM
  - 3-1/2" & 5-1/2" AT WINDOWS
  - 11 1/4" AT BANDING
  - 3-1/2" VERTICAL OUTSIDE INSIDE CORNER TRIM



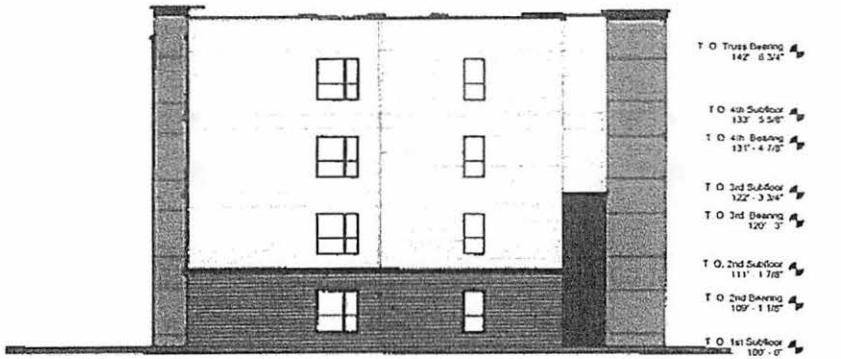
KEYPLAN

BUILDING B ELEVATIONS

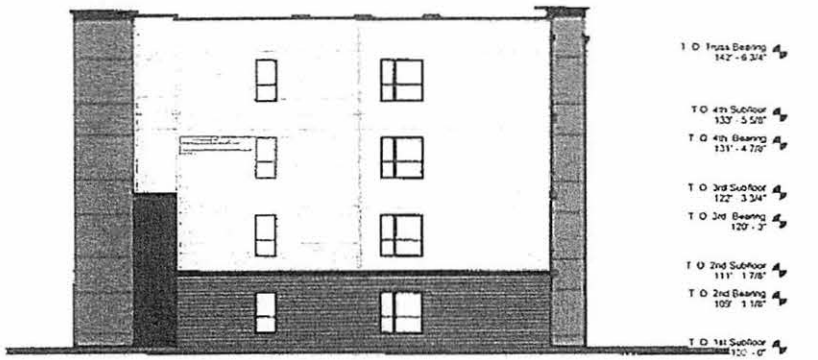
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



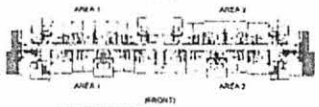
2 BUILDING B - RIGHT ELEVATION - AREA 2



1 BUILDING B - LEFT ELEVATION - AREA 1

MATERIAL LEGEND

- FIBER CEMENT SIDING - OFF WHITE
- FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFINISHED LUMINUM METAL SIDING
- FACE BRICK (EXISTING)
- PAINTED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 3-1/2" & 5-1/2" AT WINDOWS
  - 11 1/4" AT BANDING
  - 3-1/2" VERTICAL OUTSIDE
  - INSIDE CORNER TRIM



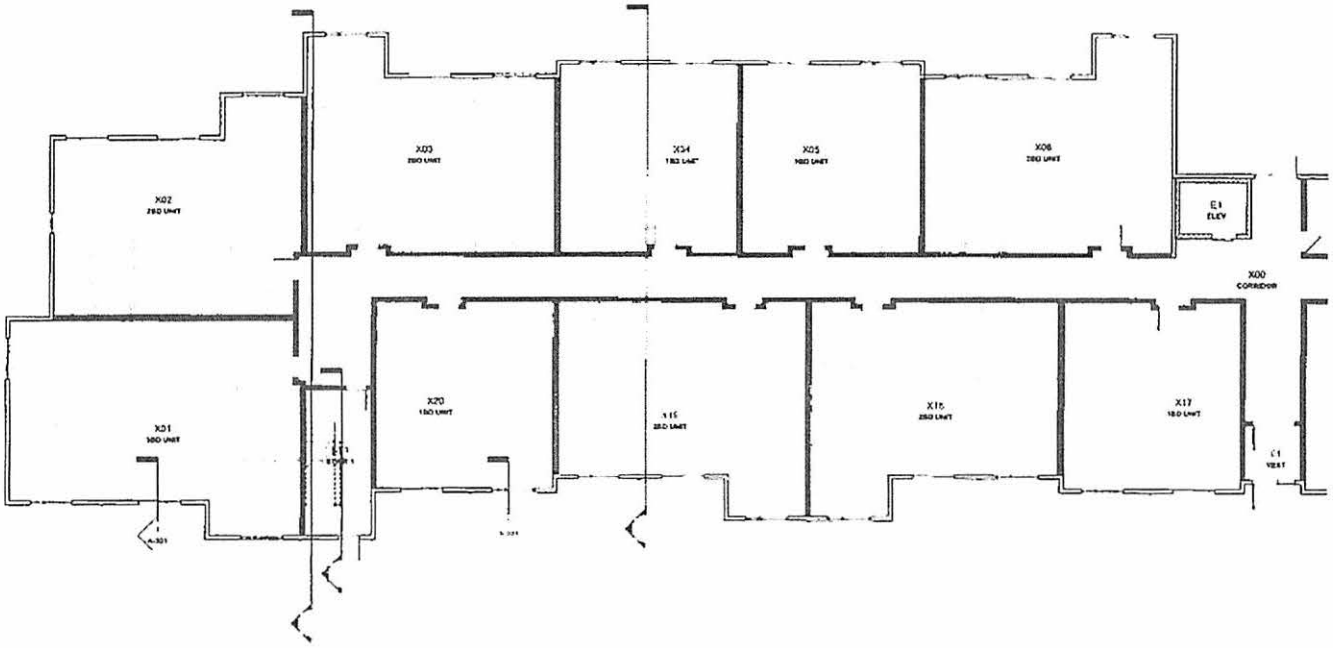
KEYPLAN

BUILDING B ELEVATIONS

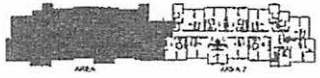
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING B - FIRST FLOOR PLAN - AREA 1



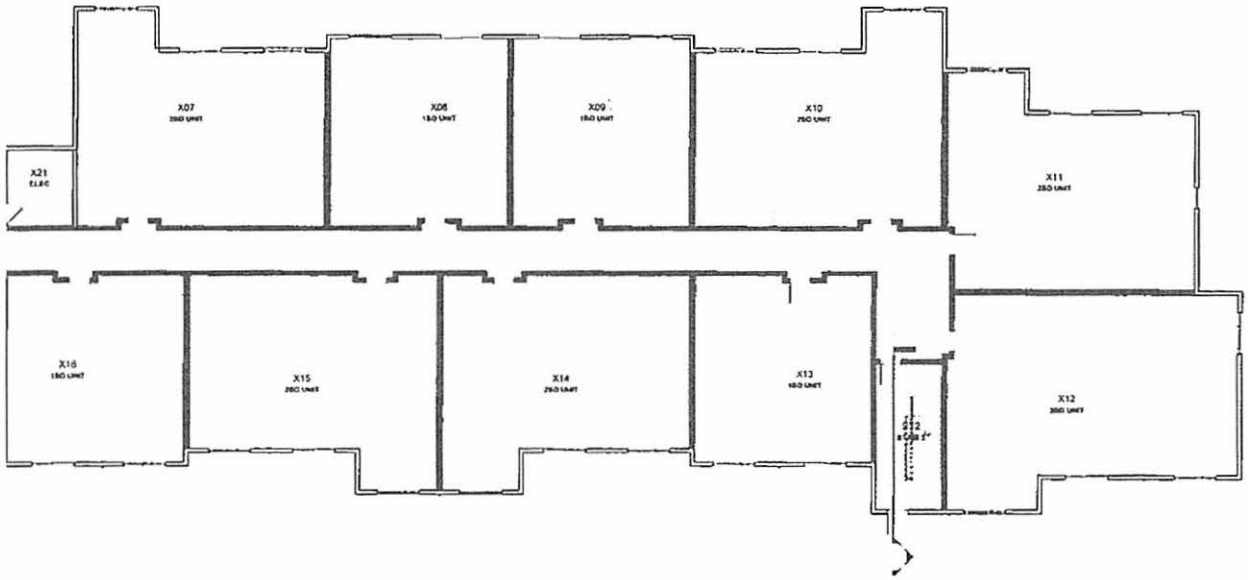
KEYPLAN

BUILDING B FLOOR PLANS

THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



1 BUILDING B - FIRST FLOOR PLAN - AREA 2

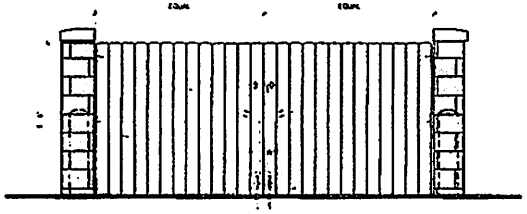
KEYPLAN

BUILDING B FLOOR PLANS

THE OSCAR

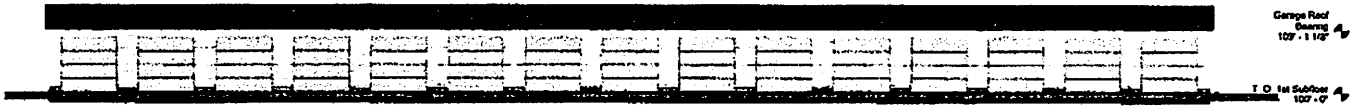
BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



1 TRASH ENCLOSURE ELEVATION

2 GARAGE - LEFT ELEVATION



1 GARAGE - FRONT ELEVATION

MATERIAL LEGEND

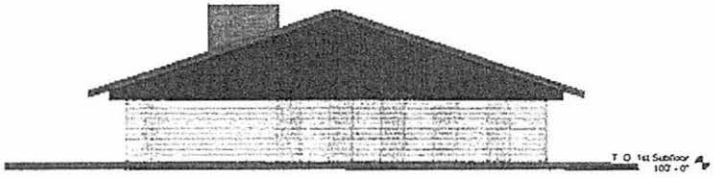
- 7" FIBER CEMENT SIDING - OFF WHITE
- 7" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PRE FINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 1 1/2" & 5 1/2" AT WINDOW
  - 11 3/4" AT BANDING
  - 3 1/2" HORIZONTAL OUTLEAN
  - ALSO CORNER TRIM

GARAGE ELEVATIONS / TRASH ENCLOSURE ELEVATION

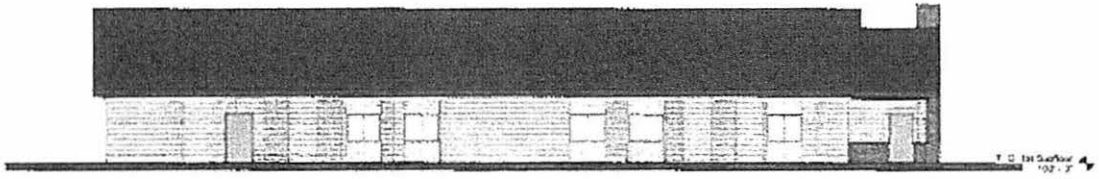
THE OSCAR

BROADWAY & S. BUSINESS DR.

rosemann & ASSOCIATES



2 COMMUNITY BLDG - LEFT ELEVATION



1 COMMUNITY BLDG - FRONT ELEVATION

MATERIAL LEGEND

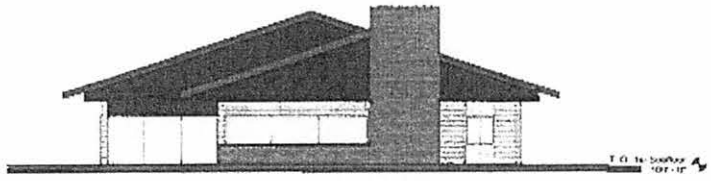
- 5" FIBER CEMENT SIDING OFF WHITE
- 7" FIBER CEMENT SIDING LIGHT GRAY
- HARDIE PANEL REVEAL SYSTEM
- HARDIE PANEL VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RIBBED CMU BLOCK (EXISTING)
- SMOOTH CMU BLOCK (EXISTING)
- SPLIT FACE CMU BLOCK
- PREFINISHED FIBER TRIM
  - 5-1/2" & 8-1/2" AT WINDOW
  - 11 1/4" AT BANDING
  - 3 1/2" VERTICAL OUTSIDE HIDDEN CORNER TRIM

COMMUNITY BUILDING ELEVATIONS

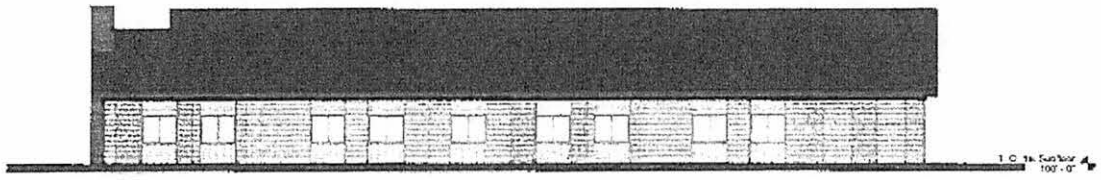
THE OSCAR

BROADWAY & S BUSINESS DR.

rosemann & ASSOCIATES



2 COMMUNITY BLDG - RIGHT ELEVATION



1 COMMUNITY BLDG - REAR ELEVATION

MATERIAL LEGEND

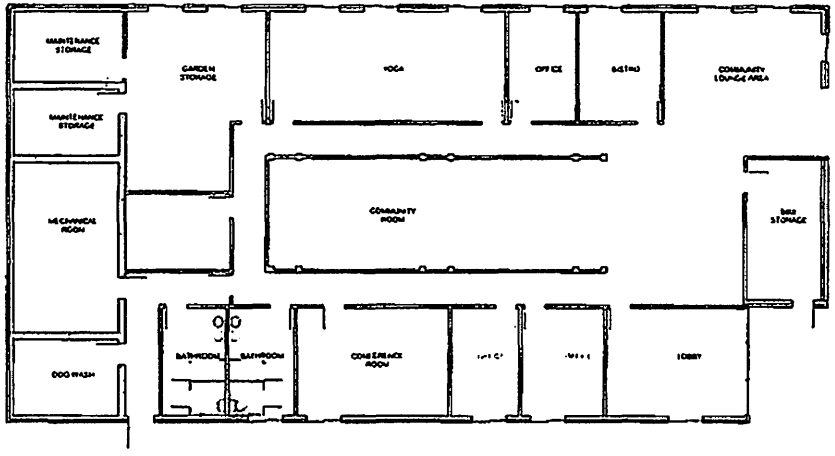
- 5" FIBER CEMENT SIDING - OFF WHITE
- 7" FIBER CEMENT SIDING - LIGHT GRAY
- HARDIE PANEL - REVEAL SYSTEM
- HARDIE PANEL - VERTICAL BATTEN SYSTEM
- PREFINISHED CORRUGATED METAL SIDING
- FACE BRICK (EXISTING)
- RUBBED CLAY BLOCK (EXISTING)
- SMOOTH CLAY BLOCK (EXISTING)
- SPLIT FACE CLAY BLOCK
- PREFINISHED FIBER TRIM
  - 5/4" & 5 1/2" AT WINDOW
  - 11 3/4" AT BANDING
  - 10" VERTICAL OUTSIDE FIBER CORNER TRIM

COMMUNITY BUILDING ELEVATIONS

THE OSCAR

BROADWAY & S. BUSINESS DR

rosemann & ASSOCIATES



1 COMMUNITY BLDG - FLOOR PLAN

0 4' 8' 16'

COMMUNITY BUILDING ELEVATIONS

THE OSCAR

BROADWAY & S. BUSINESS DR

rosemann & ASSOCIATES

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 16, 2019.

Your Committee to whom was referred Res. No. 130-19-20 by Alderpersons Sorenson and Mitchell approving the New Housing Fee Report as required by 2017 Wisconsin Act 243; 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

3.13

Res. No. 130 - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 2, 2019.

A RESOLUTION approving the New Housing Fee Report as required by 2017 Wisconsin Act 243.

WHEREAS, per Wisconsin Act 243 adopted in 2017, every city and village with a population of 10,000 or more shall prepare a report of the municipality's residential development fees; and

WHEREAS, per state statute, the city or village shall post the report no later than January 1, 2020 on the municipality's Internet site on a web page dedicated solely to the report and titled "New Housing Fee Report" in order to charge the fees listed in the report; and

WHEREAS, the municipality shall provide a copy of the report to each member of the governing body of the municipality.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council approves the New Housing Fee Report and directs the Department of City Development to post a copy of the report on a webpage dedicated solely to the report and titled "New Housing Report" on the City's website at www.sheboyganwi.gov, under the Building Inspection tab.

4/5 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

CITY OF SHEBOYGAN

NEW HOUSING FEE REPORT

2019

Prepared By: **Chad Pelishek**
Director of Planning and Development
828 Center Avenue, Suite 208
Sheboygan, WI 53081
(920)459-3383
chad.pelishek@sheboyganwi.gov

City of Sheboygan
spirit on the lake.

Posted: December 2019

I. Purpose

This annual report complies with the newly adopted New Housing Fee Report requirements contained in Section 66.10014 of Wisconsin Statutes.

2017 Wisconsin Act 243 requires all cities and villages with populations of 10,000 or more to prepare a New Housing Fee Report. Under Act 243, the New Housing Fee Report must identify the amount of any of the following municipal fees imposed on new residential construction, remodeling, or development:

- Building Permit Fee
- Impact Fee(s)
- Park Impact Fee
- Land Dedication Requirement
- Fee in lieu of Land Dedication
- Plat Approval Fee
- Storm Water Management Fee
- Water or Sewer Hook-up Fee

Act 243 provides a formula to calculate municipal development fees including, "The total amount of fees (collected from the bulleted list above) that the municipality imposed for purposes related to residential construction, remodeling or development in the prior year (2018) and an amount calculated by dividing the total amount of fees under this paragraph by the number of new residential dwelling units approved in the municipality in the prior year." It is very important to note the total fees collected under the statute includes remodeling, but under the statutory formula, the total fees collected are to be divided by only the new residential dwelling units approved.

II. Process and Data Sources

This report was prepared by Department of City Development staff from the Planning and Development Division and the Building Inspection Division for calendar year ending December 31, 2018 using the adopted City of Sheboygan Fee Schedule, permit/development records and adopted city ordinances.

This report has been posted on the City's website (www.sheboyganwi.gov) and has been shared with the City of Sheboygan Common Council. For record keeping purposes, projects are reported in the year they were permitted. Projects approved in prior calendar years but completed and occupied in 2018 are not included in this report.

III. Residential Permit Fees

The following are residential permit fees charged as a result of a residential development:

Minimum Permit Fee for all permits $50.00
Exception- All fences and stairways $40.00

New Residential: One and two-family- first 2,000 square feet of habitable area $400.00
per 100 square feet or fraction thereof of habitable area over 2,000 sq. feet $20.00

New Residences and Apartments, Three family and over, row housing,
multiple family dwellings, Institutional ..... $.30/sq. ft.

Residences- Additions ..... $.30/sq. ft. or fraction thereof

Detached Garages and Accessory Buildings ..... $.30/sq. ft.

Driveways $50.00

All other buildings, structures, alterations, residing, re-roofing,
repairs where square footage cannot be calculated ..... $10.00/$1,000 valuation

Plan Examination:
- One and Two Family Residence $75.00
- Apartment, Three Family Residence, Row Housing,
  Multiple Family Building ..... $200.00 + $15.00/unit

Wisconsin Uniform Building Permit Seal ..... State Charge + $10.00

Park Impact Fee $563.54/unit

Plumbing Fees ..... Variable Fees at $10.00/fixture

Sanitary or Storm Initial Connection ..... $500.00 each if necessary

Electrical Fees ..... $50.00/$1,000 valuation, each additional $1,000 an additional $20.00

HVAC $200.00

Address Numbers:
- Three numbers & frame $7.60
- Four numbers & frame $9.55

Soil Erosion $100.00

Occupancy $50.00

Early Start Permit (Before Permit is issued) $250.00

IV. Residential Development Fees Comparison

The chart below identifies the total building permit fees collected and each requested municipal fee charged for new residential development. The chart also provides the residential development fees charged for the 18 new residential units approved in 2018 in the City of Sheboygan.

Residential Development Fees					
2018					
	Total Residential Permits		*New Residential Units*		
	# Issued	**Permit Fees**	***Total Units***	***Fee per Parcel***	***Total Permit Fees***
Building Permit Fee:	1987	$402,912	***18***	$400	$7,520
Impact Fee:	0	$0			$0
Park Impact Fee:	0	$0		$547	$4,376
Land Dedication Fee:	0	$0			$0
Plat Approval Fee:	0	$0			$0
Storm Water Management Fee:	0	$0		$500	$300
Water/Sewer Hook-up Fee:	0	$0		$700	$9,320
Plumbing Fixture Fees:	297	$26,650		$160	$2,940
Early Start (Before Permit Issued):	0	$0		$250	$1,500
Plan Review:	0	$0		$75	$975
Soil Erosion:	0	$0		$100	$1,300
WI State Seal:	0	$0		$40	$520
Occupancy:	0	$0		$50	$900
HVAC:	437	$21,315		$200	$3,600
Electrical:	218	$24,750		$200	$3,600
Address Numbers:	0	$0		$10	$172
Total Amount of Fees:	***2,939***	***$475,627***	***18***	***$3,232***	***$37,023***
Average Fees:					***$2,123***
Total Fees / # New Residential Units:	***$26,424***	***$475,627***	***18***		

V. Conclusion

This report was prepared in order to meet requirements enacted by 2017 WI Act 243 in Wis. Stat. 66.10014. As such, it does not include the most significant costs of residential development, including the cost of land, the cost of infrastructure, the cost of labor, and the cost of building materials. The issue of housing affordability will be addressed in further detail in the Housing Affordability Report.

IX

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 16, 2019.

Your Committee to whom was referred Gen. Ord. No. 37-19-20 by Alderpersons Bohren and Wolf creating a new subsection (b)(6) in Section 2-428 of the Municipal Code so as to exempt members of the Architectural Review Board from the residency requirement; recommends adopting the Ordinance.

ref

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

5.3

Gen. Ord. No. 37 - 19 - 20. By Alderpersons Bohren and Wolf.
December 2, 2019.

AN ORDINANCE creating a new subsection (b)(6) in Section 2-428 of the Municipal Code so as to exempt members of the Architectural Review Board from the residency requirement.

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

Section 1. Section 2-428 of the Municipal Code entitled "Residency requirement" is hereby amended so as to add a new subsection (b)(6) as follows:

"Sec. 2-428. - Residency requirement.

. . .

(b)

. . .

(6) To members of the Architectural Review Board established pursuant to Section 15.935 of the Sheboygan Zoning Ordinance.

. . ."

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.

RHS adopt.

James A Bohren

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. ____ - 19 - 20. By Alderpersons Dekker. December 16, 2019.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1108 South Wildwood Avenue (Parcel #59281215710) from Class Urban Industrial (UI) to Class Suburban Office (SO) 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 Urban Industrial (UI) to Class Suburban Office (SO) Classification:

Property located at 1108 South Wildwood Avenue described as:

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Plan

_____

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

Dated _____ 20____. _____, City Clerk

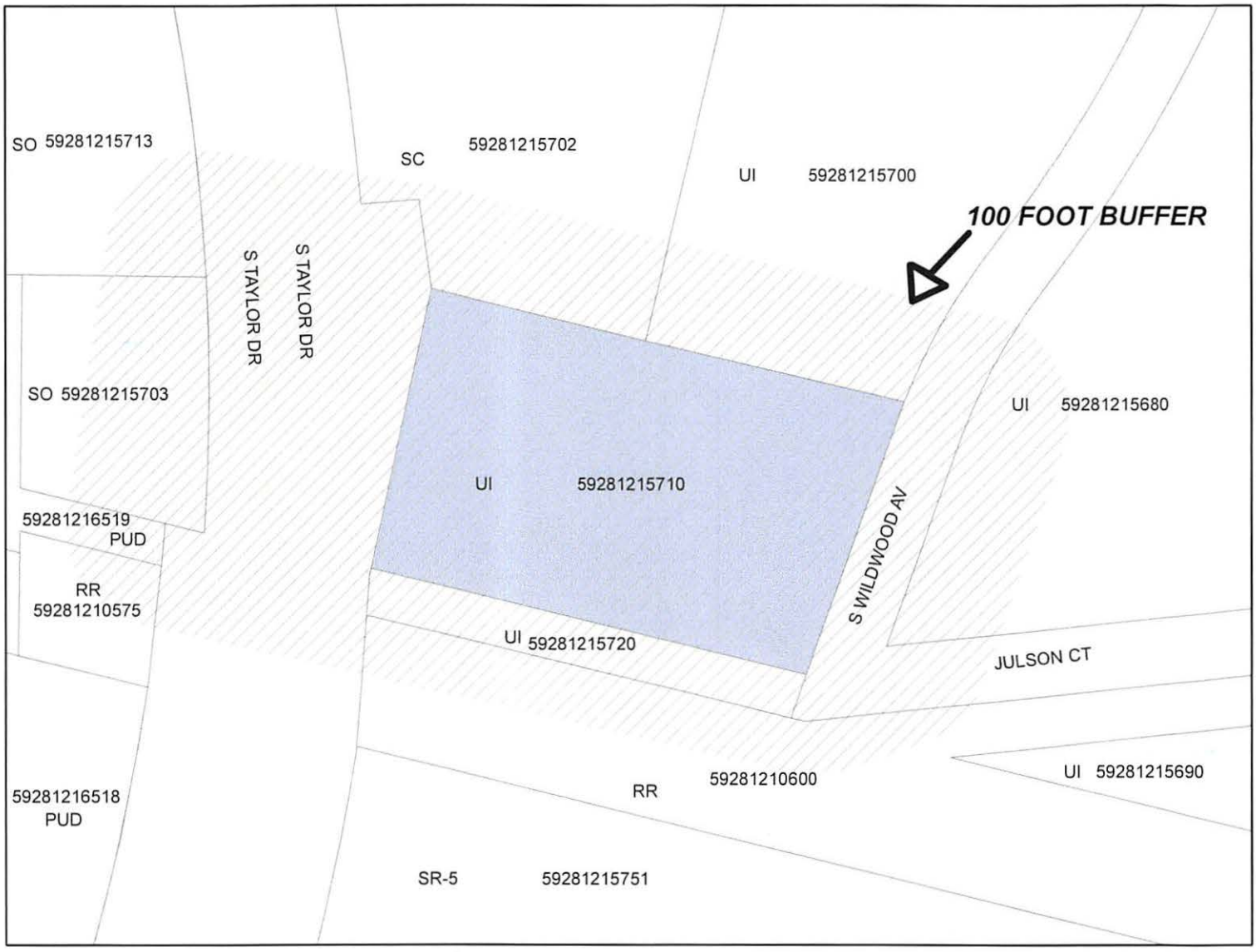
Approved _____ 20____. _____, Mayor

PROPOSED REZONE

OF PARCEL NO. 59281215710
FROM URBAN INDUSTRIAL (UI)
TO SUBURBAN OFFICE (SO)

TOWN: 15N RANGE: 23E SECTION: 28

SEC 28 T15N R23E PART OF THE E 1/2 OF THE NE OF SEC 28, COM AT INTERSECT OF CEN OF WILDWOOD AVE WITH N LINE OF A 41.5' STRIP OF LAND LOCATED N OF & ADJACENT TO THE N R/W LINE OF C&NW RR, TH N 18 DEG E ALONG CEN OF SD AVE 290.9', TH N-70- DEG-W TO E LINE OF S. TAYLOR DR., TH SLY TO THE N LINE OF SD 41.5' STRIP, TH S-78-DEG- E ALONG N LINE OF SD STRIP TO BEG.



0 50 100 Feet

N

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 16, 2019.

AN ORDINANCE amending various sections of Article III, Chapter 26, Sheboygan Municipal Code, so as to require a license for installation and repair, etc., of low voltage installations in commercial buildings and providing a fee for certain inspections and re-inspections for such installations.

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

Section 1. Section 26-199 of the Municipal Code entitled "Required" is hereby repealed and recreated to read as follows:

"Sec. 26-199. - Required.

No person shall alter, install, repair, remove, renew, replace, disturb, connect, disconnect, or maintain any electrical equipment or accept any compensation therefor in the City, except in the usual operations of the public utility company, unless such a person has a license as required pursuant to § 101.862, Wis. Stats."

Section 2. Section 26-257 of the Municipal Code entitled "Required" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 2-257. - Required.

(a) No electrical equipment shall be installed, altered, renewed, replaced, or connected unless a permit therefor has been obtained, except as provided in sections 26-258 and 26-259. The electrical inspector shall issue permits for the execution of electrical installations for light, heat or power upon the filing of proper applications, which shall be made on forms furnished by the inspector and shall describe the nature of the work, as well as such other information as may be required for inspection. It shall be the responsibility of the property owner, as well as the electrician, to determine that a proper permit has been issued.

. . ."

Section 3. Section 26-259 of the Municipal Code entitled "Exemptions" is hereby repealed and recreated to read as follows:

RHPS

"Sec. 2-259. - Exemptions.

(a) No permit shall be required by the provisions of this article for:

(1) The usual operations of the local electric utility company.

(2) The manufacturing, assembling, repairing, installation or testing of electrical equipment, for which no license is required under section 26-199.

(3) Minor repair work such as repairing cords, switches, replacing fuses or changing lamp sockets.

(4) Repairs made necessary for the proper maintenance of an existing installation.

(5) Low voltage installations in one and two family dwellings.

(6) Reconnection of existing power supplies to replacement heating plants, water heaters, and other appliances.

(7) The repair, removal, disturbance, or disconnection of any existing electrical equipment or the renewal or replacement of any existing branch lighting circuit switches, sockets, or receptacles.

(8) All electrical work, not requiring a service inspection, where the cost of materials is less than $500.00. For purposes of this section, the term "materials" shall include all items necessary for complete installation, with used materials priced as new. Upon request of the building inspection department, the person performing such electrical work shall provide a complete list of materials being installed and the costs of said materials.

(b) All work performed under the exceptions provided in subsections (a)(2)-(8) of this section shall be performed in full compliance with this article."

Section 4. Section 26-262 of the Municipal Code entitled "Fees" is hereby amended so as to create a new subsection (b)(3) thereto to read as follows:

"Sec. 2-262. - Fees.

. . .

(b) Exceptions

. . .

(3) Inspection of low voltage (under 50 volts) installations not requiring additional permits and re-inspections of low voltage installations ..... $1.00 per drop"

Section 5. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
December 16, 2019.

AN ORDINANCE re-establishing the bulkhead line along a portion of Broughton Drive north of the Sheboygan River in the City of Sheboygan.

WHEREAS, historical records related to the Lake Michigan shore line are entirely inconsistent related to location of the line demarking the dry land jurisdiction from land within the historic lake bed, for the purpose of separating jurisdictions related to construction and riparian activities; and

WHEREAS, re-establishing a bulkhead line along the Lake Michigan shoreline, pursuant to Wis. Stats. § 30.11(3) is in the public interest for the purpose of protecting public interest in preserving the shoreline and infrastructure along the shoreline given the anticipated historic rise in lake levels and the need to clarify regulatory interests related to the public trust doctrine.

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

Section 1. The Common Council hereby re-establishes in the public interest the bulkhead line along a portion of the former C. Reiss Coal Company property along a section of the east shore of the Sheboygan River in the City of Sheboygan, more particularly described below and shown upon the attached map, which consists of five (5) sheets and is attached and incorporated to this ordinance by reference:

An alignment described as and located in the Southeast 1/4 and the Northeast 1/4 of Section 23, Township 15 North, Range 23 East, also the Southeast 1/4 of Section 14, Township 15 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Sheboygan, Sheboygan County, State of Wisconsin, described as:

Commencing at the southwest corner of the Southeast 1/4 of Section 23; Township 15 North, Range 23 East; Thence along the west line of said Southeast 1/4 section, N 00°19'50" W, 831.53 feet; Thence N 89°40'10" E, 93.78 feet to the point of beginning of this description, said point be 832.06 feet north of and 88.98 feet east of said southwest corner; Thence N 49°03'02" E, 317.69 feet; Thence S 41°11'31" E, 43.35 feet; Thence S 89°40'46" E, 937.24 feet; Thence N 01°04'33" E, 145.49 feet; Thence N 23°16'39" E, 340.90 feet; Thence 43.86 feet along the arc of a curve deflecting to the left having a radius of 170.00 feet and a chord bearing and distance of N 15°53'13" E, 43.73 feet; Thence N 08°29'47" E, 106.83 feet; Thence N 07°43'12" E, 285.56 feet; Thence N 00°32'49" E; 370.66 feet; Thence N 00°13'09" E, 144.33 feet; Thence 241.46 feet along the arc of a curve deflecting to the left having a radius of 595.00 feet and a chord bearing and distance of N 11°24'24" W, 239.81 feet; Thence N 23°01'57" W, 94.70 feet; Thence 70.91 feet along the arc of a curve deflecting to the left having a radius of 522.00 feet and a

Public works

chord bearing and distance of N 26°55'26" W, 70.85 feet; Thence N 30°46'26" W, 10.67 feet; Thence 34.61 feet along the arc of a curve deflecting to the right having a radius of 120.00 feet and a chord bearing and distance of N 22°30'41" W, 34.49 feet; Thence N 14°14'57" W, 135.88 feet; Thence 298.79 feet along the arc of a curve deflecting to the right having a radius of 1098.50 feet and a chord bearing and distance of N 06°27'25" W, 297.87 feet; Thence N 01°20'07" E, 3.98 feet; Thence 415.58 feet along the arc of a curve deflecting to the right having a radius of 1753.50 feet and a chord bearing and distance of N 08°07'29" E, 414.61 feet; Thence N 14°54'51" E, 76.81 feet; Thence 75.53 feet along the arc of a curve deflecting to the right having a radius of 721.00 feet and a chord bearing and distance of N 17°54'55" E, 75.49 feet; Thence N 20°54'59" E, 21.04 feet; Thence 84.08 feet along the arc of a curve deflecting to the left having a radius of 1005.00 feet and a chord bearing and distance of N 18°31'10" E, 84.06 feet; Thence 161.78 feet along the arc of a curve deflecting to the right having a radius of 1324.38 feet and a chord bearing and distance of N 19°37'20" E, 161.68 feet; Thence N 23°07'18" E, 41.67 feet; Thence 320.81 feet along the arc of a curve deflecting to the right having a radius of 2573.00 feet and a chord bearing and distance of N 26°41'37" E, 320.60 feet; Thence N 30°15'56" E, 713.83 feet; Thence 1028.23 feet along the arc of a curve deflecting to the right having a radius of 1487.00 feet and a chord bearing and distance of N 50°04'30" E, 1007.86 feet; Thence N 69°53'03" E, 50.00 feet to the end of this alignment, said point being 5678.24 feet north of and 2830.40 feet east of said southwest corner of the Southeast 1/4 section.

Section 2. That four certified copies of this ordinance, together with four true and correct copies of a map of such proposed bulkhead line (copies of which are attached to this ordinance by reference) shall be submitted to the State of Wisconsin Department of Natural Resources for its approval.

Section 3. This ordinance shall be effective upon passage and publication, and approval by the State of Wisconsin Department of Natural Resources.

Section 4. Upon approval by the Wisconsin Department of Natural Resources, the City Clerk shall deliver the map and this ordinance to the office of the Sheboygan County Register of Deeds for recording, and shall submit a copy of the map and this ordinance to be filed in the office of the Sheboygan County Clerk and with the office of the Department of Natural Resources, and shall include the map and the ordinance as part of section 1-4 of the supplement to the Municipal Code kept on filed in the City Clerk's office pursuant to section 1-3 of the Code.

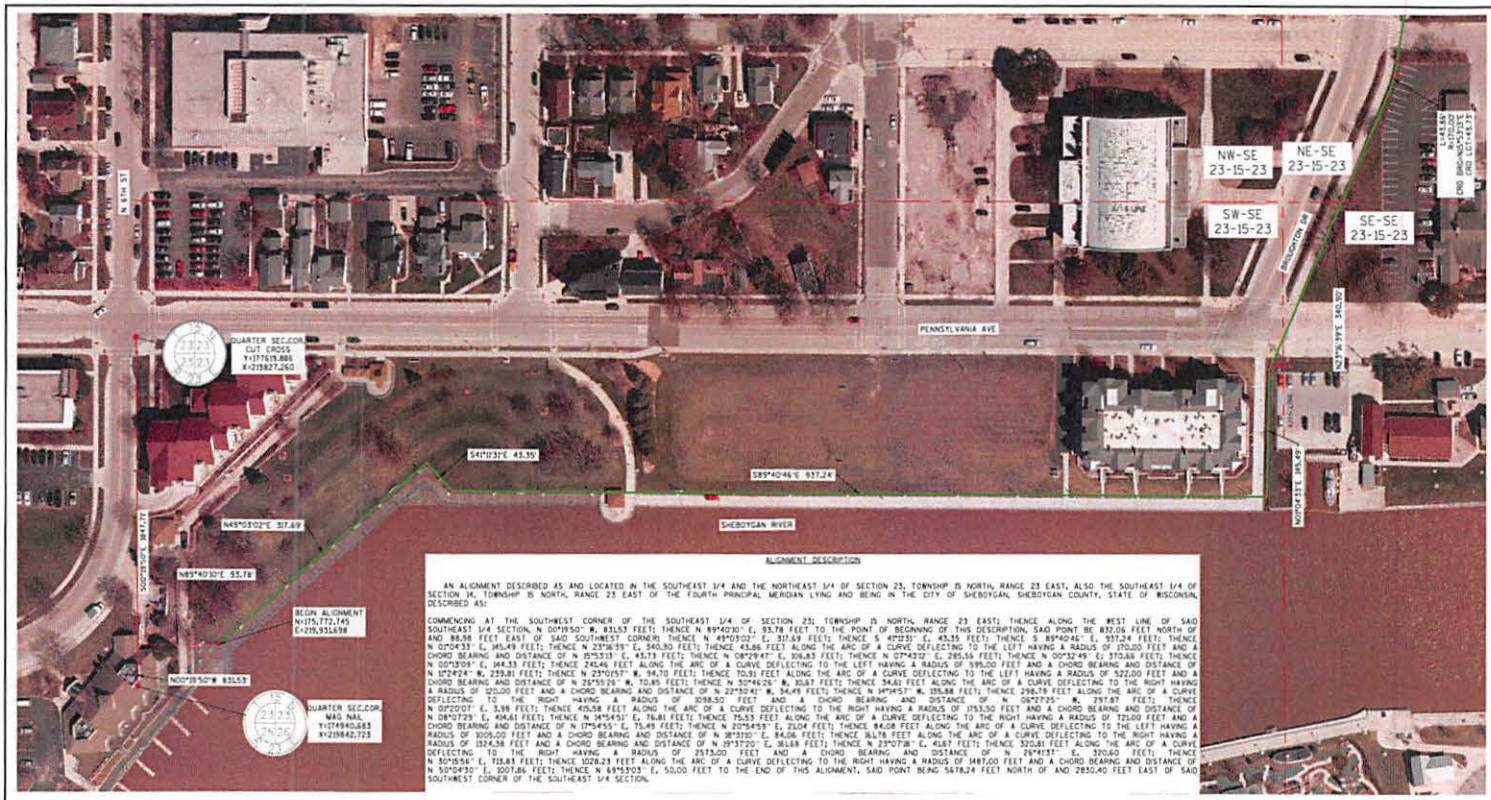
_____

_____

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



ALIGNMENT DESCRIPTION

AN ALIGNMENT DESCRIBED AS AND LOCATED IN THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, ALSO THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN LYING AND BEING IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23; TOWNSHIP 15 NORTH, RANGE 23 EAST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, N 00°19'50" W, 831.53 FEET; THENCE N 89°40'30" E, 93.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BE 832.06 FEET NORTH OF AND 86.98 FEET EAST OF SAID SOUTHWEST CORNER; THENCE N 49°03'02" E, 317.69 FEET; THENCE S 41°03'E, 43.35 FEET; THENCE S 89°40'46" E, 937.24 FEET; THENCE N 00°04'33" E, 145.49 FEET; THENCE N 23°16'39" E, 340.30 FEET; THENCE 43.86 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 170.00 FEET AND A CHORD BEARING AND DISTANCE OF N 15°53'13" E, 43.73 FEET; THENCE N 08°29'47" E, 106.83 FEET; THENCE N 07°43'32" E, 285.56 FEET; THENCE N 00°32'49" E; 370.66 FEET; THENCE N 00°13'09" E, 344.33 FEET; THENCE 241.46 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 595.00 FEET AND A CHORD BEARING AND DISTANCE OF N 11°24'24" W, 239.81 FEET; THENCE N 23°01'57" W, 94.70 FEET; THENCE 70.91 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 522.00 FEET AND A CHORD BEARING AND DISTANCE OF N 26°55'26" W, 70.85 FEET; THENCE N 30°46'26" W, 10.67 FEET; THENCE 34.61 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF N 22°30'41" W, 34.49 FEET; THENCE N 14°14'57" W, 135.88 FEET; THENCE 298.79 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1098.50 FEET AND A CHORD BEARING AND DISTANCE OF N 06°27'35" W, 297.87 FEET; THENCE N 02°20'01" E, 3.98 FEET; THENCE 455.58 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1753.50 FEET AND A CHORD BEARING AND DISTANCE OF N 08°07'29" E, 454.61 FEET; THENCE N 14°54'51" E, 76.81 FEET; THENCE 75.53 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 721.00 FEET AND A CHORD BEARING AND DISTANCE OF N 17°54'55" E, 75.49 FEET; THENCE N 20°54'59" E, 21.04 FEET; THENCE 84.08 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT HAVING A RADIUS OF 1005.00 FEET AND A CHORD BEARING AND DISTANCE OF N 18°37'00" E, 84.06 FEET; THENCE 16.78 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1324.38 FEET AND A CHORD BEARING AND DISTANCE OF N 19°37'20" E, 16.68 FEET; THENCE N 23°07'18" E, 41.67 FEET; THENCE 320.81 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 2573.00 FEET AND A CHORD BEARING AND DISTANCE OF N 26°41'57" E, 320.60 FEET; THENCE N 30°15'56" E, 715.83 FEET; THENCE 1028.23 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT HAVING A RADIUS OF 1487.00 FEET AND A CHORD BEARING AND DISTANCE OF N 50°04'30" E, 1007.86 FEET; THENCE N 69°53'03" E, 50.00 FEET TO THE END OF THIS ALIGNMENT, SAID POINT BEING 5678.24 FEET NORTH OF AND 2830.40 FEET EAST OF SAID SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION.

SURVEY NOTES:

1. COORDINATES AND BEARINGS REFERENCED TO WISCRS (WISCONSIN COORDINATE REFERENCE SYSTEM) SHEBOYGAN COUNTY, THE WEST LINE OF THE SE 1/4 OF SECTION 23-15-23 BEING N 00°19'50" W.
2. FIELD SURVEY DONE BY TERRATEC ENGINEERING LLC, SEPTEMBER 2019

SCALE: 1"=50'

SHORELAND BULKHEAD
BULKHEAD RE-ESTABLISHMENT
SHER RVR & L&M SICH SHORELINE
CITY OF SHEBOYGAN

DRAWN BY	APPROVED BY	DATE
TJM	RFL	11/13/19

REVISION NO.	REVISION	DATE	BY

TERRATEC ENGINEERING LLC

TERRATEC PROJECT NO. 1906009

SHEET NO. 1 OF 5

SCALE: 1"=80'

SHORELAND BULKHEAD
BULKHEAD RE-ESTABLISHMENT
SHIER RVR & LK MICH SHORELINE
CITY OF SHEBOYGAN

DRAWN BY	APPROVED BY	DATE
TJM	RFS	11/13/19

REVISION NO.	REVISION	DATE	BY

TRC ENGINEERING, LLC

TRANSEC PROJECT NO. 1906009

SHEET NO. 2 OF 5

SCALE: FEET

SHORELAND BULKHEAD
BULKHEAD RE-ESTABLISHMENT
SHER RVR & LK MICH SHORELINE
CITY OF SHEBOYGAN

DRAWN BY	APPROVED BY	DATE
TJM	RFS	11/13/19

REVISION NO.	REVISIONS	DATE	BY

TOMATIC ENGINEERING, LLC

TOMATIC PROJECT NO. 1906009

SHEET NO. 3 OF 5

SHORELAND BULKHEAD
BULKHEAD RE-ESTABLISHMENT
SHER RVR & LK MICH SHORELINE
CITY OF SHEBOYGAN

DRAWN BY TJM	REVIEWED BY RFS	DATE 11/13/19

REVISION NO.	REVISION	DATE	BY

Engineering, LLC

PROJECT NO. 1906009

SHEET NO. 4 OF 5

END ALIGNMENT
N = 380,601.559
E = 222,625.250

SHORELAND BULKHEAD
BULKHEAD RE-ESTABLISHMENT
SHEB RVR & LK MICH SHORELINE
CITY OF SHEBOYGAN

DRAWN BY	APPROVED BY	DATE
TJM	PFS	11/13/19

REVISION NO.	REVISION	DATE	BY

NORTH POINT ENGINEERING, LLC

TRINITE PROJECT NO.: 1906009

SHEET NO. 5 OF 5

XI

25

R. O. No. 106- 19 - 20. By CITY PLAN COMMISSION. November 18, 2019.

Your Commission to whom was referred Gen. Ord. No. 32-19-20 by Alderpersons Bohren and Wolf repealing and recreating Section 15.905 and Subsection 15.908 (1) of the City of Sheboygan Zoning Ordinance (SZO), so as to amend certain portions thereof so as to clarify any ambiguities in the Municipal Code relating to Conditional Use Permits, to incorporate into the Municipal Code established past practices of the Plan Commission relative to Conditional Uses, and to conform the Municipal Code to 2017 Wis. Act 67 and Sec. 62.23(7)(de), Wis. Stats.; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 12, 2019, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

Consent
Layover until Dec 16.

CITY PLAN COMMISSION

X

6.1

Gen. Ord. No. 32 - 19 - 20. By Alderpersons Bohren and Wolf.
November 4, 2019.

AN ORDINANCE repealing and recreating Section 15.905 and Subsection 15.908(1) of the City of Sheboygan Zoning Ordinance (SZO), so as to amend certain portions thereof so as to clarify any ambiguities in the Municipal Code relating to Conditional Use Permits, to incorporate into the Municipal Code established past practices of the Plan Commission relative to Conditional Uses, and to conform the Municipal Code to 2017 Wis. Act 67 and Sec. 62.23(7)(de), Wis. Stats.;

WHEREAS, Section 15.905 of the SZO governs the procedure and requirements for the review and approval, or denial, of proposed Conditional Uses; and

WHEREAS, since the City of Sheboygan adopted its current Zoning Ordinance, Subchapter 15 of the Municipal Code, certain ambiguities and inconsistencies have been identified; and

WHEREAS, in practice, City Plan Commission has been the body with the most experience in evaluating and administering Conditional Uses as well as authorizing appropriate exceptions and/or exceedances to the Municipal Code in connection with considering and approving, denying and/or crafting conditions relating to Conditional Use Permits; and

WHEREAS, 2017 Wisconsin Act 67 created Sec. 62.23(7)(de), Wis. Stats., which provides at Subsection 20: "If an applicant for a Conditional Use Permit meets, or agrees to meet, all of the requirements and conditions specified in the City Ordinance, the City shall grant the Conditional Use Permit. Any condition imposed must be related to the purpose of the Ordinance and be based on substantial evidence;" and

WHEREAS, this Ordinance is an amendment to the Sheboygan Zoning Ordinance, which will be referred to the Plan Commission, and which will require publication of a class 2 notice and a public hearing prior to adoption; and

WHEREAS, this Ordinance is adopted to promote the health, safety, and welfare of the people of the City of Sheboygan;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 15.905 of the City of Sheboygan Zoning Ordinance is repealed and recreated to read as follows:

CityPlan

"**Section 15.905 Conditional Use Review and Approval**

(1) **Purpose:**

(a) The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses.

(b) Certain uses in situations which are of such a special nature, or are so dependent upon actual contemporary circumstances, as to make impractical the predetermination of permissibility, or the detailing in this Chapter of specific standards, regulation, or conditions which would permit such determination in each individual situation, may be permitted as conditional uses.

(c) Conditional uses are also those proposed uses which are listed as special uses, but fail to meet one of the requirements for special use approval listed in Section 15.206. (See Section 15.202(3)(b).

(d) If an applicant for a Conditional Use Permit meets or agrees to meet all of the requirements and conditions specified in the Municipal Code or imposed by the Plan Commission, the City shall grant the Conditional Use Permit. Any condition imposed must be related to the purpose of the Zoning Ordinance and be based on substantial evidence. Under this Section 15.905, "substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a Conditional Use Permit and that reasonable persons would accept in support of a conclusion. This subsection is intended to ensure compliance of Section 15.905 of the Municipal Code with 2017 Wisconsin Act 67 and Sec. 62.23(7)(de), Wis. Stats.

(2) **Initiation of Request for Approval of a Conditional Use:** Proceedings for approval of a conditional use may be initiated by an application of the owner(s) of the subject property.

(3) **Application Requirements:** All applications for proposed conditional uses shall be approved as completed by the Zoning Administrator prior to the initiation of this procedure. No placement of the application on any agenda, as an item to be

acted upon, shall occur unless said certification has occurred. The item may be placed on any agenda as a discussion-only item, without an application. Prior to the submittal of the Official Notice regarding the application to the newspaper, the applicant shall provide 5 copies of the complete application. Said complete application shall be comprised of all of the following:

(a) A map of the subject property showing all lands for which the conditional use is proposed, and all other lands within 200 feet of the boundaries of the subject property, together with the names and address of the owners of all lands on said map as the same appear on the current records of the Register of Deeds of Sheboygan County. Said map shall clearly indicate the current zoning of the subject property and all other land within 200 feet, and the jurisdiction(s) which maintains that control. Said map and all its parts and attachments shall be submitted in a form which is clearly reproducible with a photocopier, and shall be at a scale which is not less than one inch equals 800 feet. All lot dimensions of the subject property, a graphic scale, and a north arrow shall be provided;

(b) A map, such as the Land Use Plan Map, showing the generalized location of the subject property in relation to the City as a whole;

(c) A written description of the proposed conditional use, describing the type of activities, buildings, and structures proposed for the subject property and their general locations;

(d) A site plan of the subject property as proposed for development. Said site plan shall conform to any and all the requirements of Section 15.206(1)(b) or a group development (per Section 15.208). A proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per section 15.908. Review and approval of any site plan, preliminary plat or conceptual plat submitted with an application for a Conditional Use Permit under this Section 15.905 also shall constitute Site Plan Review and Approval under Section 15.908 of the Municipal Code.

(e) Additionally, the applicant may wish to provide written justification for the proposed conditional use consisting of the reasons why the applicant believes the proposed

conditional use is appropriate, particularly as evidenced by compliance with the standards set forth in Subsection 15.905(4)(c)1-6.

(4) **Review by the Zoning Administrator**: The proposed conditional use shall be reviewed by the Zoning Administrator as follows:

(a) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this Chapter. If the Zoning Administrator determines that the application is not complete or does not fulfill the requirements of this Chapter, he shall return the application to the applicant. If the Zoning Administrator determines that the application is complete, he shall so notify the applicant.

(b) Upon notifying the applicant that his application is complete, the Zoning Administrator shall review the application and evaluate and comment on the written justification for the proposed conditional use.

(c) The Zoning Administrator may also evaluate the application to determine whether the requested conditional use is in harmony with the recommendations of the City's Comprehensive Master Plan, particularly as evidenced by compliance with the standards of Subsection (4)(c)1-6 below:

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Sheboygan Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

2. How is the proposed conditional use (in its specific location) in harmony with the purposes, goals, objectives, policies and standards of the City of Sheboygan Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood,

environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

4. Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

6. Do the potential public benefits of the proposed conditional use outweigh any and all potential adverse impacts of the proposed conditional use after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts?

(d) The Zoning Administrator shall forward the report to the Plan Commission for the Commission's review and use in making its decision. If the Zoning Administrator determines that the proposal may be in conflict with the provisions of the City's Comprehensive Master Plan, the Zoning Administrator shall note this determination in the report.

(5) **Review by the Plan Commission and Public Hearing:**

(a) The Plan Commission shall schedule a public hearing to consider the application within 45 days after the acceptance and determination of the complete application as determined by the Zoning Administrator, the applicant may appear in person, or by agent, and/or by attorney. Said notice shall contain a description of the subject property and the proposed conditional use. In addition, at least seven days before said public hearing, the Zoning Administrator shall mail an identical notice to the

applicant and to all owners of abutting properties. Failure to mail said notice, provided it is unintentional, shall not invalidate proceedings under this Section. Notice of the public hearing shall be published as a class 2 notice under Chapter 985, Wis. Stats.

(b) Within 60 days after the public hearing (or within an extension of said period requested in writing by the applicant and granted by the Plan Commission), the Plan Commission shall make its findings. The Plan Commission shall state in the minutes and in a substantially issued written Conditional Use Permit or in a written notice to the applicant of denial of the Conditional Use Permit, its conclusions, findings of fact, conditions, and any substantial evidence supporting such conclusions, findings of fact, and conditions.

(c) For existing developments that do not meet the landscaping and paving requirements of this Chapter, the Plan Commission may choose to require the development paving and landscaping to come into compliance with the requirements per Section 15.307.

(d) Notwithstanding anything in the Zoning Ordinance to the contrary, in connection with the granting of a Conditional Use Permit under this Section 15.905, the Plan Commission may authorize the exception from, or exceedance of, any nonresidential bulk or dimensional standards set forth in Subsections 15.206(3)-(10) (Detailed Land Use Descriptions and Regulations), 15.305 (Nonresidential Intensity Standards), 15.403 (Nonresidential Bulk Standards), 15.405 (Intrusions into Required Yards), 15.406 (Exceptions to Maximum Height Regulations), 15.607 (Landscaping Requirements for Paved Areas), 15.610 (Landscaping Requirements in Bufferyards), 15.704(7) (Calculation of Minimum Required Parking Spaces), 15.705(11) (Calculation of Required Loading Spaces), 15.720(3) (Fencing Standards), or Subchapter 15-8 (Signage Regulations). Any exception to, or exceedance of, any nonresidential bulk or dimensional standards shall be determined by the Zoning Administrator to be in harmony with the City's Comprehensive Plan particularly evidenced by compliance with the standards of Subsections 15.905(4)(c) 1.-6. Any exception to, or exceedance of, nonresidential bulk or dimensional standards authorized by the Plan Commission shall not be considered a variance, provided that the exception or

exceedance and the justification for the exception or exceedance are specifically stated in the Conditional Use Permit.

(6) **Plan Commission Action:** The Plan Commission may take final action on the application at the time of its initial consideration of the written conditional use permit, or may continue the proceedings at its discretion or at the applicant's request. The Plan Commission may approve the conditional use as originally proposed, may approve the proposed conditional use with modifications, or may deny approval of the proposed conditional use. The Plan Commission's approval of the proposed conditional use shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed conditional use.

(7) **Effect of Denial:** No application which has been denied (either wholly or in part) shall be resubmitted for a period of 6 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors found valid by the Zoning Administrator.

(8) **Termination of an approved Conditional Use:** Upon approval by the Plan Commission, the applicant must demonstrate that the Conditional Use, as established and implemented, meets all general and specific Conditional Use requirements and conditions approved under this Section, including all general and specific conditional use requirements in the site plan. Once a Conditional Use Permit is granted, no Erosion Control Permit, Site Plan approval (per Section 15.908), Certificate of Compliance, Building Permit or Occupancy Permit shall be issued for any development which does not comply with all requirements and conditions of the Conditional Use Permit. The applicant shall provide Certification of Compliance to the City staff upon completion of the development activity. Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties. A conditional use may be revoked for such a violation by majority vote of the Plan Commission, following the procedures outlined in Subsections (2) through (7), above.

(9) **Time Limits on the Development of Conditional Use:** The start of construction of any and all conditional uses shall be initiated

within 365 days of their approval by Plan Commission and shall be operational within 730 days of said approval. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use. For the purposes of this Section, "operational" shall be defined as the granting of a Certificate of Compliance for the conditional use. Prior to such a revocation, the applicant may request an extension of this period. Said request shall require formal approval by Plan Commission and shall be based upon a showing of acceptable justification (as determined by Plan Commission).

(10) **Discontinuing an Approved Conditional Use**: Any and all conditional uses which have been discontinued for a period exceeding 365 days shall have their conditional use invalidated automatically. The burden of proof shall be on the property owner to conclusively demonstrate that the subject conditional use was operational during this period.

(11) **Change of Ownership**: All requirements of the approved conditional use shall be continued regardless of ownership of the subject property. Modification, alteration, or expansion of any conditional use in violation as approved per (5) above, without approval by the Plan Commission, shall be grounds for revocation of said conditional use approval per (8), above.

(12) **Recording of Conditional Use Requirements**: Except for conditional use approvals for temporary uses, all documents associated with the written description, the approved site plan, and the specific requirements of approval, and a memorandum referring to and stating the general purpose of the conditional use (along with a legal description of the subject property), shall be recorded by the applicant with the County Register of Deeds office and submit evidence of said recordation to the City staff.

(13) **Fee**: One or more fees are required for this procedure. Refer to Section 15.936(1)(d).

(14) **Appeal**: If the Plan Commission denies a person's Conditional Use application, the person may appeal the decision to Sheboygan County Circuit Court under the procedures contained in Sec. 62.23(7)(e)(10), Wis. Stats."

Section 2. Subsection 15.908(1) of the City of Sheboygan Zoning Ordinance is repealed and recreated to read as follows:

"**Section 15.908 Site Plan Review and Approval**

(1) **Purpose:** The purpose of this Section is to specify the requirements and procedures for the review and approval of site plan applications. The provisions of this Section are designed to ensure that all proposed land use and development activity complies with the requirements of this Chapter. Specifically, this Section requires that the initiation of all development activity (including building permits, zoning certificates, occupancy permits for a change of use of an existing lot or structure where there is contemplated a site plan revision, clear cutting, grading or filling) require the approval of site, building, and operational plans by the Plan Commission before the building, occupancy, and zoning permits can be issued - except, however, that development activity associated with an approved final plat of subdivision or certified survey map for single-family and/or duplex/twin home dwelling units, development activity associated with the full and complete implementation of a project approved within the PIP phase of the Planned Unit Development District (PUD), and/or development activity associated with the full and complete implementation of a Conditional Use Permit are exempt from this requirement. Site Plan Review and Approval is not required for a change of occupancy or a change in the paved area, but is required for changes to principal or accessory structures, changes to land use, or in instances which will increase traffic or change circulation.

. . ."

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

James A. Bohren

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

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

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