

*****ATTACHMENTS*****



August 29, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Patrick Siebold to be considered for appointment to the Mayor's International Committee.

A handwritten signature in blue ink, appearing to read "Michael J. Vandersteen", is written over a horizontal line.

MICHAEL J. VANDERSTEEN, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

II

R. O. No. _____ - 19 - 20. By BOARD OF WATER COMMISSIONERS.
September 3, 2019.

To the Honorable, the Mayor and Common Council:

Transmitting the approved 2020 budget for the Sheboygan Water Utility.

BOARD OF WATER COMMISSIONERS

Consent



Gerald R. Van De Kreeke, President

2020 Sheboygan Water Utility Budget

(approved August 21, 2019)

Sheboygan Board of Water Commissioners

72 Park Avenue

Sheboygan, WI 53081

WI PSC Utility No. 5370



Sheboygan Board of Water Commissioners

Sheboygan Water Utility
 WI PSC Utility No. 5370
 72 Park Avenue
 Sheboygan, Wisconsin

2020 Budget

Budget provides for annual investment of **\$11,030,980** in all phases of Water Utility operations.

Revenues

Budgeted annual revenue total for 2020	<u>\$9,315,808</u> (1)
Estimated annual revenue total as of December 31, 2019	<u>\$8,799,522</u>
Projected revenues for 2020 expected to increase (decrease)	<u>\$516,286</u>

Expenditures

	<u>Estimated</u> 2019	<u>Budget</u> 2019	<u>Budget</u> 2020	<u>Budget Increase</u> (Decrease)	<u>Percent</u> Change
<u>Expenditure by Classification</u>					
Labor	\$1,610,105	\$1,610,869	\$1,674,598	\$63,729	4%
Source of supply expenses	\$18,000	\$18,000	\$18,000	\$0	0%
Pumping expenses	\$574,000	\$572,926	\$591,220	\$18,294	3%
Water treatment expenses	\$724,230	\$691,000	\$786,000	\$95,000	14%
Transmission & distribution expenses	\$307,311	\$378,500	\$1,100,500	\$722,000	191% (3)
Customer accounts expenses	\$59,634	\$68,800	\$68,800	\$0	0%
Administrative & general expenses	\$1,057,551	\$1,072,000	\$1,495,000	\$424,000	40% (4)
Taxes	\$1,266,477	\$1,301,277	\$1,302,500	\$1,223	0%
Capital outlay	\$3,272,000 (2)	\$5,337,000	\$3,685,000	-\$1,652,000	-31%
Interest expense on bonds	\$334,452	\$335,000	\$308,362	-\$26,638	-8%
Totals	<u>\$9,223,760</u>	<u>\$11,385,372</u>	<u>\$11,030,980</u>	<u>-\$354,391</u>	-3%

- 1) Rate increase authorized by WI PSC anticipated early in 2020
- 2) Decrease due to Horizon Drive water tower project in 2018, expense rather than capital cost for standpipe painting, delay in filter bed rebuild, delay in Maryland/Illinois Ave project, favorable pricing on pump station and water tower projects.
- 3) Increase due to stripping/painting Georgia Avenue 2.0 MG standpipe at \$700,000.
- 4) Increase due to health insurance costs and new private lead service line replacement program (\$430,000)

Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.



**CASH AND BUDGET SUMMARY
2020**

	Budget <u>2019</u>	Estimate <u>2019</u>	Budget <u>2020</u>
<u>REVENUES</u>			
<u>Cash Balance January 1 (including bond reserves)</u>	<u>\$7,633,749</u>	<u>\$9,665,930 (1)</u>	<u>\$8,266,864</u>
<u>Current Revenues</u>			
Total sales of water	\$6,886,000	\$6,632,608	\$7,096,891
Other operating revenues (other sales)	\$1,849,000	\$1,836,427	\$1,964,977
Non-operating revenues (including WDNR lead grants)	\$391,000	\$330,486	\$228,940
Contributions in aid of construction	<u>\$655,000 (2)</u>	<u>\$0</u>	<u>\$25,000</u>
Total current revenues	<u>\$9,781,000</u>	<u>\$8,799,522</u>	<u>\$9,315,808</u>
Total reserves available	<u>\$17,414,749</u>	<u>\$18,465,452</u>	<u>\$17,582,672</u>
<u>EXPENDITURES</u>			
<u>Operation & Maintenance</u>			
Source of supply	\$19,500	\$19,500	\$19,500
Pumping	\$718,295	\$778,649	\$801,340
Water treatment	\$1,212,000	\$1,237,230	\$1,290,419
Transmission & distribution maintenance	\$863,500	\$782,311	\$1,617,215 (4)
Customer accounts	\$271,800	\$269,888	\$286,800
Taxes	\$1,301,277	\$1,266,477	\$1,302,500
Administrative & general	<u>\$1,107,000</u>	<u>\$1,153,253</u>	<u>\$1,269,845</u>
Total operation & maintenance expenses	<u>\$5,493,372</u>	<u>\$5,507,308</u>	<u>\$6,587,618</u>
<u>Other Expenditures</u>			
Capital outlay	\$5,337,000	\$3,272,000	\$3,685,000
Safe Drinking Water Loan proceeds	\$0	\$0	\$0
Proceeds from bond issue (including \$ to new bond reserve fund)	\$0	\$0	\$0
Debt service (including principal and interest)	\$1,310,000	\$1,309,280	\$1,320,618
Non-operating grant expense	\$220,000	\$110,000	\$450,000 (3)
Total other expenditures	<u>\$6,867,000</u>	<u>\$4,691,280</u>	<u>\$5,455,618</u>
Total expenditures	<u>\$12,360,372</u>	<u>\$10,198,588</u>	<u>\$12,043,237</u>
<u>Cash & Receivables Balance -December 31</u>	<u>\$5,054,377</u>	<u>\$8,266,864</u>	<u>\$5,539,435</u>
(Total reserves - Total expenditures)			

1) Cash reported is actual Jan 1, 2019.

2) Anticipated contribution of water main on Stahl Road to serve proposed golf course, which was not constructed in 2019.

3) Lead service line replacements previously funded by WDNR grants

4) Increase due to stripping/painting Georgia Avenue 2.0 MG standpipe @\$700,000



STATEMENT OF ESTIMATED REVENUES

2020

<u>REVENUE SOURCE</u>	<u>Actual 2018</u>	<u>Budget 2019</u>	<u>Estimate 2019</u>	<u>Budget 2020</u>
<u>Metered Sales to General Customers (approx. 4,900 million gallons)</u>				
Residential	\$2,297,974	\$2,200,000	\$2,100,000	\$2,247,000
Multi-family	\$255,052	\$254,000	\$210,000	\$224,700
Commercial	\$586,928	\$582,000	\$500,000	\$535,000
Industrial	\$4,080,810	\$3,850,000	\$3,822,608	\$4,090,191
Totals	<u>\$7,220,765</u>	<u>\$6,886,000</u>	<u>\$6,632,608</u>	<u>\$7,096,891</u>
<u>Other Sales to Water Customers</u>				
Private fire protection	\$102,339	\$90,000	\$107,427	\$114,947
Public fire protection (% Inc Falls & Kohler)	\$878,377	\$845,000	\$845,000	\$904,150
Sales to public authorities	\$116,421	\$104,000	\$104,000	\$111,280
Sales to Sheboygan Falls & Kohler	\$776,780	\$810,000	\$780,000	\$834,600
Sales to Irrigation customers	\$0	\$0	\$0	\$0
Miscellaneous sales	\$0	\$0	\$0	\$0
Totals	<u>\$1,873,918</u>	<u>\$1,849,000</u>	<u>\$1,836,427</u>	<u>\$1,964,977</u>
<u>Other Revenues</u>				
Late payment charges	\$48,316	\$42,000	\$42,000	\$44,940
Miscellaneous sales	\$49,069	\$45,000	\$45,000	\$45,000
Rental income from Georgia Ave	\$22,802	\$23,000	\$23,486	\$24,000
Billing & collecting charge to City	\$94,081 (2)	\$40,000	\$40,000	\$45,000
Grant revenues - restricted (other billing & collecting costs accounted for by expense reduction)	\$305,252	\$220,000	\$110,000	\$20,000 (1)
Totals	<u>\$519,520</u>	<u>\$370,000</u>	<u>\$260,486</u>	<u>\$178,940</u>
Total Revenues	<u>\$9,614,203</u>	<u>\$9,105,000</u>	<u>\$8,729,522</u>	<u>\$9,240,808</u>
<u>Other Income</u>				
Interest	\$60,544	\$21,000	\$70,000	\$50,000
Contributions in aid of construction (including private laterals)	\$0	\$655,000 (3)	\$0	\$25,000
Totals	<u>\$60,544</u>	<u>\$676,000</u>	<u>\$70,000</u>	<u>\$75,000</u>
REVENUES	<u>Grand Totals</u>	<u>\$9,674,747</u>	<u>\$9,781,000</u>	<u>\$8,799,522</u>
			<u>\$8,799,522</u>	<u>\$9,315,808</u>

1) WDNR lead water service lateral grant revenues.

2) One-time credit due to error in cost-sharing of Digger's Hotline locating charges.

3) Includes \$635,000 for S. 12th St. to Stahl Road water main, which has been delayed.



OPERATION AND MAINTENANCE EXPENSES
2020

<u>Source of Supply Expenses</u>	Actual 2018	Budget 2019	Estimate 2019	Budget 2020
<u>Operations</u>				
Labor	\$3,609	\$500	\$500	\$500
<u>Maintenance</u>				
Labor	\$0	\$1,000	\$1,000	\$1,000
Intakes	\$26,457	\$18,000	\$18,000	\$18,000
Totals	\$30,065	\$19,500	\$19,500	\$19,500
 <u>Pumping Expenses</u>				
<u>Operations</u>				
Labor	\$38,303	\$37,369	\$38,840	\$40,120
Electricity & natural gas	\$500,334	\$500,000	\$490,000	\$500,000
Pumping equipment	\$0	\$3,120	\$0	\$3,120
Miscellaneous	\$31,130	\$15,806	\$24,000	\$25,800
Utilities	\$33,583	\$34,000	\$40,000	\$42,300
<u>Maintenance</u>				
Labor	\$132,031	\$108,000	\$165,809	\$170,000
Pumping equipment	\$25,828	\$17,000	\$17,000	\$17,000
Structures	\$1,796	\$3,000	\$3,000	\$3,000
Totals	\$763,005	\$718,295	\$778,649	\$801,340
 <u>Water Treatment Expenses</u>				
<u>Operations</u>				
Labor	\$480,643	\$443,000	\$435,000	\$426,419
Water treatment equipment	\$299,976	\$260,000	\$378,230 (1)	\$380,000
Chemicals	\$244,680	\$275,000	\$250,000	\$275,000
Miscellaneous	\$4,425	\$55,000	\$25,000	\$55,000
Utilities	\$10,416	\$21,000	\$21,000	\$21,000
<u>Maintenance</u>				
Labor	\$55,484	\$78,000	\$78,000	\$78,000
Water treatment equipment	\$15,669	\$30,000	\$25,000	\$30,000
Structures	\$4,521	\$50,000	\$25,000	\$25,000
Totals	\$1,115,813	\$1,212,000	\$1,237,230	\$1,290,419

1) Sludge disposal charges increased due to refusal by White Law landfill and additional sludge. Includes maintenance, parts, lab supplies, \$200,000 for contracted sludge removal, \$55,000 for WWTP charges.



OPERATION AND MAINTENANCE EXPENSES

2020

	Actual 2018	Budget 2019	Estimate 2019	Budget 2020	
<u>Transmission & Distribution Expenses</u>					
<u>Operations</u>					
Labor	\$260,387	\$260,000	\$250,000	\$257,110	
Reservoirs & standpipes	\$1,149	\$17,000	\$17,000	\$17,000	
Mains & hydrants	\$13,539	\$15,000	\$15,000	\$15,000	
Meters	\$1,404	\$40,000	\$40,000	\$40,000	
Customer services	\$127,040	\$75,000	\$75,000	\$110,000	
Miscellaneous	\$19,329	\$90,000 (1)	\$11,697	\$40,000	
Utilities	\$17,715	\$16,000	\$23,115	\$16,000	
<u>Maintenance</u>					
Labor	\$240,949	\$225,000	\$225,000	\$259,605	
Structures & improvements	\$3,880	\$7,000	\$7,000	\$9,000	
Reservoirs & standpipes	\$27,870	\$5,000	\$5,000	\$705,000 (4)	
Mains	\$128,961	\$75,000	\$75,000	\$90,000	
Meters	\$2,245	\$3,500	\$3,500	\$3,500	
Hydrants	\$20,369	\$30,000	\$30,000	\$50,000 (5)	
Customer Services	\$51	\$5,000	\$5,000	\$5,000	
Totals	\$864,888	\$863,500	\$782,311	\$1,617,215	
<u>Customer Accounts Expenses</u>					
<u>Operations</u>					
Labor	\$177,509	\$203,000 (2)	\$210,255	\$218,000	
Meter reading	\$4,587	\$4,000	\$4,000	\$4,000	
Billing & collecting	\$24,365	\$37,000	\$30,000	\$37,000	
Uncollectible accounts	\$676	\$8,000	\$8,000	\$8,000	
Utilities	\$697	\$800	\$732	\$800	
Postage	\$13,858	\$19,000	\$16,901	\$19,000	
Totals	\$221,691	\$271,800	\$269,888	\$286,800	
<u>Taxes</u>					
Local & school (property tax equivalency paid to City)	\$1,126,774	\$1,171,277	\$1,136,477	\$1,170,000	
Payroll	\$119,154	\$120,000	\$120,000	\$122,500	
P.S.C. remainder assessment (mandatory fee to state regulator)	\$10,354	\$10,000	\$10,000	\$10,000	
Totals	\$1,256,282	\$1,301,277	\$1,266,477	\$1,302,500	
<u>Interest Expense Long Term Debt</u>					
Expense (bonds, SDW loans, unfunded pension)	Totals	\$365,872	\$335,000	\$334,452	\$308,362 (3)

1) Includes WDNR lead water service lateral grants. Offset shown as grant revenue. Recorded in admin & general expense going forward.

2) Increase due to full staffing level of Utility Support Specialists.

3) Bonds: 2013, 2016, 2018; SDW loans: 2004, 2015.

4) Includes \$700,000 for stripping and painting the 2.0 MG Georgia Ave. standpipe



OPERATION AND MAINTENANCE EXPENSES

2020

	Actual 2018	Budget 2019	Estimate 2019	Budget 2020
<u>Administrative & General Expenses</u>				
<u>Operations</u>				
Labor	\$234,047	\$255,000	\$205,701	\$223,845
Office supplies	\$13,958	\$8,000	\$12,000	\$12,000
Utilities	\$3,632	\$2,000	\$3,298	\$4,000
Outside services & lawyers (including cross connection)	\$15,115	\$70,000 (1)	\$70,000	\$70,000
Auditors	\$10,936	\$20,000	\$19,776	\$26,000
<u>Property Insurance</u>				
Property and contractors' equipment	\$28,352	\$32,000	\$32,000	\$40,000
Auto	\$6,628	\$7,000	\$7,000	\$7,000
Crime	\$989	\$1,000	\$939	\$1,000
<u>Injuries & Damage Insurance</u>				
Workmen's Comp	\$21,782	\$35,000	\$26,595	\$35,000
General liability, public officials, umbrella	\$25,396	\$28,000	\$21,824	\$28,000
<u>Other Expenses</u>				
Hospitalization (actual claims inc prescrip, TPA, reduced by emp contribs)	\$450,894	\$510,000	\$620,000	\$630,000 (2)
Retirement	\$162,802	\$97,000	\$92,000	\$101,000
Life	\$4,684	\$4,000	\$4,976	\$4,000
Regulatory commission expense	\$6,382	\$5,000	\$5,000	\$30,000
Miscellaneous & administrative expense	\$58,994 (3)	\$20,000	\$20,000	\$45,000
Non-operating grant expense	\$304,277	\$220,000	\$110,000	\$20,000 (4)
Private lead service line replacement expense	\$0	\$0	\$0	\$430,000 (5)
<u>Maintenance</u>				
Office equipment maintenance	\$5,482	\$1,000	\$1,000	\$1,000
Office facilities maintenance	\$10,376	\$12,000	\$11,143	\$12,000
	<u>Totals</u>	<u>\$1,364,727</u>	<u>\$1,327,000</u>	<u>\$1,263,253</u>
	<u>Grand Totals</u>	<u>\$5,982,343</u>	<u>\$6,048,372</u>	<u>\$7,345,980</u>
EXPENDITURES (NOT INCLUDING CAPITAL)				

1) Includes \$55,000 for cross connection inspection services.

2) Utility is self-insured; annual costs vary depending on actual claims. Several ongoing large claims in 2019/2020.

3) Reconnection fee refunds due to billing error.

4) WDNR lead water service lateral grants (program ending)

5) New budget item includes \$390,000 for replacements (~100) on water main projects and \$40,000 for other replacements (~10)



CAPITAL OUTLAY
2020

	Actual 2018	Budget 2019	Actual & Estimate 2019	Budget 2020
<u>New Construction and Meters</u>				
2020				\$2,250,000 (1)
2020				\$96,000
2020				\$60,000 (2)
2020				\$90,000
2019		\$2,320,000	\$920,000 (3)	
2019		\$82,000	\$82,000	
2019		\$425,000	\$425,000	
2019		\$75,000	\$75,000	
2018	\$915,792			
2018	\$65,451			
2018	\$402,247			
2018	\$133,543			
2018	\$1,092,900		\$350,000	
	Total new construction	\$2,609,933	\$1,852,000	\$2,496,000

Other capital outlay

Source of Supply

2020	Raw water improvement project - water intake, suction well, pump station - engineering prelim design			\$500,000
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Pumping

2020	Pumps and motors			\$35,000
2020	Electric actuator - backwash basin			\$15,000
2019	Georgia Ave pump station upgrades and generator	\$910,000	\$625,000	
2018	Wilgus Ave. pump station #2 reconditioning	\$25,000		
2018	Georgia Ave. pump station upgrade design	\$65,444		

Equipment

2020	Clear well sluice gate - underwater installation			\$85,000
2019	High lift #1 pump coupling and bearing replacement	\$25,000	\$25,000	
2019	Sludge pit 8" valve and actuator replacement	\$15,000	\$15,000	
2019	High lift #5 pump impeller replacement	\$50,000	\$50,000	
2018	1929 clear well sluice gate	\$21,875		
2018	Clear well bypass engineering and design	\$0		
2018	High lift sump pump and motor replacement	\$0		
2018	GAPS #5 emergency motor replacement	\$22,841		

Structures

2019	Behrens Parkway water tower painting	\$620,000	\$505,000	
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1) Georgia Avenue, S. 9th to S. 14th Street; Geele Avenue, Calumet Drive to N. 23rd St.; S.12th St., Riverdale to Stahl upsize cost ; includes roll-over of Maryland/Illinois project @\$600,000, materials for transmission main at Behrens Parkway.

2) After investment in 2019, Utility would have 99% of radio-read meter system in place. (PSC approval not required due to grandfathering)

3) Does not include Southpointe Enterprise Campus water infrastructure by TIF dedicated at \$1.541M



CAPITAL OUTLAY
2020

	Actual 2018	Budget 2019	Actual & Estimate 2019	Budget 2020
<u>Water Treatment</u>				
<u>Equipment</u>				
2020				\$220,000
2019				
2019		\$6,000	\$6,000	
2018		\$530,000 (1)	\$0	
2018	\$384,297			
2018	\$4,910			
2018	\$96,785			
2018	\$5,910			
<u>Water Treatment (continued)</u>				
<u>Structures</u>				
2020				\$85,000
2018	\$25,365			
2018	\$7,897			
<u>Heating Equipment</u>				
2019	\$25,365	\$30,000	\$0	
<u>SCADA Equipment</u>				
2020				\$95,000
<u>Lab Equipment</u>				
2020				\$15,000
<u>Office Furniture & Equipment</u>				
2020				\$5,000
2019		\$20,000	\$20,000	
2019		\$11,000	\$11,000	
2019		\$25,000	\$25,000	
2019		\$14,000	\$14,000	
2019		\$5,000	\$5,000	
2019		\$4,000	\$4,000	
2018	\$3,975			
2018	\$0			
2018	\$0			
2018	\$4,748			

1) Cost includes manufactured underdrain system and media. 2018 charges for filter #10 unplanned replacement.



CAPITAL OUTLAY
2020

	<u>Actual</u>	<u>Budget</u>	<u>Actual & Estimate</u>	<u>Budget</u>
	<u>2018</u>	<u>2019</u>	<u>2019</u>	<u>2020</u>
<u>Transportation Equipment</u>				
2020				\$50,000
2020				\$30,000
2020				\$9,000
2020				\$45,000
2019		\$120,000	\$115,000	
2018	\$85,618			
<u>Power Operated Equipment</u>				
2018	\$9,329			
<u>Engineering Department</u>				
2019		\$50,000	\$0	
2018	\$750			
2018	\$8,775			
2018	\$5,000			
<u>Total other capital</u>	<u>\$803,884</u>	<u>\$2,435,000</u>	<u>\$1,420,000</u>	<u>\$1,189,000</u>
<u>Total all capital expenditures</u>	<u>\$3,413,817</u>	<u>\$5,337,000</u>	<u>\$3,272,000</u>	<u>\$3,685,000</u>

II

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

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3417	Sheboygan Area Green Acres	2424 County Road V

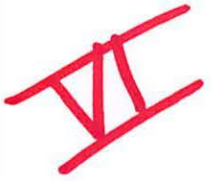
TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3356	Harbor Centre Business Improve	828 Center Avenue - One day event to be held September 21, 2019 at riverfront boardwalk and the Parker John's parking lot.

(* Grant contingent of obtaining a Street Festival Permit

1627	Sheboygan County Historical	3110 Erie Avenue - one day event to be held September 7, 2019 at the Sheboygan County Historical Museum to include beer and wine.
1381	St Peter Claver Ushers Club	1439 S. 12 th Street - one day event to be held October 4, 2019 in the Van Treek Hall, lower level of church.
1381	St Peter Claver Ushers Club	1439 S. 12 th Street - one day event to be held November 1, 2019 in the Van Treek Hall, lower level of church.
1381	St Peter Claver Ushers Club	1439 S. 12 th Street - one day event to be held December 6, 2019 in the Van Treek Hall, lower level of church.

Consent.



R. C. No. - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 3, 2019.

Your Committee to whom was referred R. O. No. 66-19-20 by City Clerk submitting various license applications; recommends granting the licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5631	Banko, Tiffany M.	133 York Street, Sheboygan Falls
2900	Boettcher, Gary D.	W2643 Miley Road, Sheboygan Falls
8962	Brauer, Jean M.	2328 Sunflower Avenue
0177	Champeau, Larissa M.	620 Broughton Drive
0590	Cobb, Mary C.	3201 N. 27 th Street
1848	Compton, Kimberly A.	1638 Saemann Avenue
7900	Komoroski, Mary J.	2508 N. 28 th Street
2910	Lafave, Andrew J.	1601 N. 9 th Street
2921	Mccune, Patricia M.	616 N. 14 th Street
2922	Mena, Julio I.	413 Erie Avenue
2905	Nelson, Michael A.	5103 Whitefox Trail
1723	Phillips, George M.	526 St. Clair Avenue
2917	Pocian, Crystal L.	810 S. Wisconsin Dr, Howards Grove
2908	Ramos, Michelle M.	16226 Lax Chapel Road, Kiel
8862	Roelse, Julie L.	W2595 Cty Rd N, Sheboygan Falls
2909	Rohr, Gina M.	2914 Garfield St.Apt.D, Two Rivers
2902	Taylor, William A.	830 N. Water Street #324
2911	Thao, Pakou	1404 Greenfield Avenue
2920	Torbeck, Ashlee R.	1021 Huron Avenue
2923	Wesley, Eric J.	1324 N. 6 th Street
1994	Zolp, Jacquelyn A.	W4194 Sumac Road, Plymouth

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al and Al's I	1502 S. 12 th Street - Two day Event to be held 10/04/19 & 10/05/19 - current premises description with addition of 12 th & Clara west 90' and 75' on S. 12 th St.

Consent.

2742 8th Street Ale Haus

1132 N. 8th Street - Two day Event to be held 09/13/19 & 09/14/19 - the entire current Premises description and also the parking lot south of the Holman Building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The Parking lot is on 8th Street and starts at the southern edge of the building located at 1122 N. 8th Street (the Gaming Generations business). This is a space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8th and 9th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from the 8th Street entrance to approximately 130 ft. west for use of the event.

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

No. Name

Address

3416 New China Buffet I

544 Audubon Road, Kohler

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2918	Bueno, Oscar Jr.	1424 Indiana Avenue
2906	Forss, Brian J.	3416 Pinewood Drive

_____ 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

7.1

R. O. No. 66 - 19 - 20. By CITY CLERK. AUGUST 19, 2019.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
5631	Banko, Tiffany M.	133 York Street, Sheboygan Falls
2900	Boettcher, Gary D.	W2643 Miley Road, Sheboygan Falls
8962	Brauer, Jean M.	2328 Sunflower Avenue
0177	Champeau, Larissa M.	620 Broughton Drive
0590	Cobb, Mary C.	3201 N. 27 th Street
1848	Compton, Kimberly A.	1638 Saemann Avenue
7900	Komoroski, Mary J.	2508 N. 28 th Street
2910	Lafave, Andrew J.	1601 N. 9 th Street
2921	Mccune, Patricia M.	616 N. 14 th Street
2922	Mena, Julio I.	413 Erie Avenue
2905	Nelson, Michael A.	5103 Whitefox Trail
1723	Phillips, George M.	526 St. Clair Avenue
2917	Pocian, Crystal L.	810 S. Wisconsin Dr, Howards Grove
2908	Ramos, Michelle M.	16226 Lax Chapel Road, Kiel
8862	Roelse, Julie L.	W2595 Cty Rd N, Sheboygan Falls
2909	Rohr, Gina M.	2914 Garfield St.Apt.D, Two Rivers
2902	Taylor, William A.	830 N. Water Street #324
2911	Thao, Pakou	1404 Greenfield Avenue
2920	Torbeck, Ashlee R.	1021 Huron Avenue
2923	Wesley, Eric J.	1324 N. 6 th Street
1994	Zolp, Jacquelyn A.	W4194 Sumac Road, Plymouth

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al and Al's I	1502 S. 12 th Street - Two day Event to be held 10/04/19 & 10/05/19 - current premises description with addition of 12 th & Clara west 90' and 75' on S. 12 th St.

ALPS grant.

2742 8th Street Ale Haus

1132 N. 8th Street - Two day Event to be held 09/13/19 & 09/14/19 - the entire current Premises description and also the parking lot south of the Holman Building and part of the alleyway south of said parking lot. The entire 8th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The Parking lot is on 8th Street and starts at the southern edge of the building located at 1122 N. 8th Street (the Gaming Generations business). This is a space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8th and 9th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from the 8th Street entrance to approximately 130 ft. west for use of the event.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3416	New China Buffet I	544 Audubon Road, Kohler

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2918	Bueno, Oscar Jr.	1424 Indiana Avenue
2906	Forss, Brian J.	3416 Pinewood Drive

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 67 - 19 - 20. By CITY CLERK. August 28, 2019.

Submitting license application.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3257	J & R Bar & Grill	1823 N. 12 th Street - One day event to be held 09/14/19. Current premises description including parking lot south of building.

LKPS
approve

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 3, 2019.

Your Committee to whom was referred Res. No. 70-19-20 by Alderpersons Sorenson and Mitchell authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends adopting the Resolution.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

Res. No. 70 - 19 - 20. By Alderpersons Sorenson and Mitchell.
August 19, 2019.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

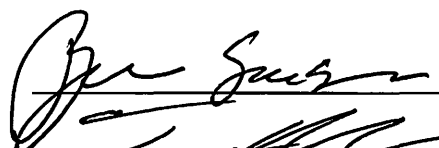
WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$14,670 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$14,670, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute a 2019 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

JAB
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

**FISCAL YEAR 2019 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)**

THIS AGREEMENT is made and entered into this 17th day of September, 2019, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2019 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2019 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with County in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$14,670.00
City Portion	7,335.00
County Portion	7,335.00

Section 3. CITY and COUNTY 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 attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in

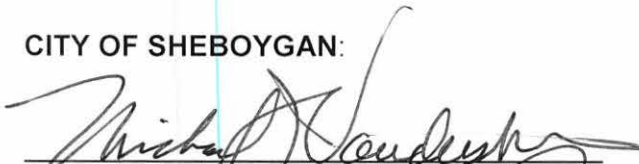
performing the services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherequirements.htm. Each party shall promptly 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. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein and further, this Agreement shall not create any rights in any party not a signatory hereto.

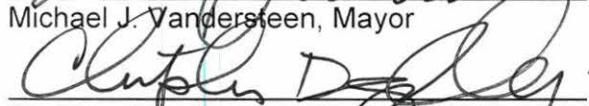
APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:



Michael J. Vandersteen, Mayor

1-8-2020
Date



Christopher Domagalski, Chief of Police

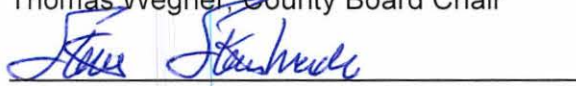
1-8-2020
Date

COUNTY OF SHEBOYGAN:



Thomas Wegner, County Board Chair

1-2-2020
Date



Steve Steinhardt, Emergency Management
Director

1-8-2020
Date

R:\CLIENT\08299\00021\00141871.DOCX

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 3, 2019.

Your Committee to whom was referred Res. No. 72-19-20 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer (Strickland); recommends adopting the Resolution.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5

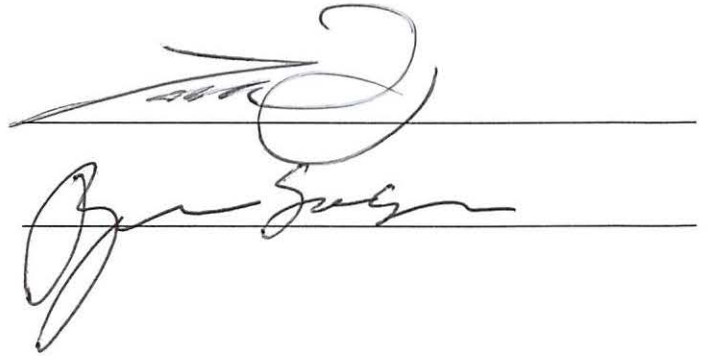
Res. No. 72 - 19 - 20. By Alderpersons Wolf and Sorenson. August 19, 2019.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Harold J. Strickland and Patricia M. Strickland, 2911 South 15th Street, Sheboygan, WI

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

EASEMENT

THIS INDENTURE, made this ____ day _____, 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**";

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081-4442

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.

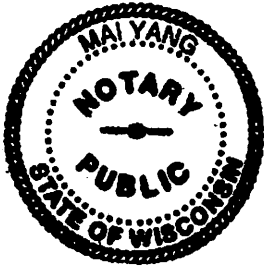
Harold Strickland
Harold Strickland
(Sign in the presence of a Notary Public)

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



ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 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.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454


II

R. O. No. _____ - 19 - 20. By CITY PLAN COMMISSION. September 3, 2019.

Your Commission to whom was referred Gen. Ord. No. 16-19-20 by Alderperson Phillips and R. O. No. 63-19-20 by City Clerk submitting a communication from David Gass, Rohde Dales LLP, filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Sheboygan (3820 N. 13th Street - Tax Parcel No. 59024346190); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 27, 2019, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance as amended.

Layover

CITY PLAN COMMISSION



Subs. of Gen. Ord. No. 16 - 19 - 20. By Alderperson Felde.
September 3, 2019.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 6th day of August, 2019, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Commencing 332.0 feet East and 1,273.8 feet North of the Southwest corner of the East one-half of the Northeast Quarter of Section 10, Township 15 North, Range 23 East, thence Southeasterly 245.0 feet to a point in the Northwesternly line of highway 1,139.8 feet North and 526.4 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence Northeasterly along the said Northwesternly line of the highway 33.0 feet to a point 1,158.9 feet North and 554.8 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence North parallel with the West line of the said East Half of the Northeast Quarter to the Pigeon River, thence upstream along the Pigeon River to a point 332.0 feet East of the West line of the said East Half of the Northeast Quarter, thence South to beginning, being a part of the East Half of the Northeast Quarter, Section 10, Town 15 North, Range 23 East.

Said parcel contains 2.11 acres.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. The petitioner of the annexation agrees for the next five (5) years to pay annually to the City of Sheboygan an amount equal to the property taxes that the Town of Sheboygan levied on the annexed territory, as shown by the tax roll under sec. 70.65, Stats., in the year in which the annexation is final. Said sum shall be in addition to City taxes levied on the parcel.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class SR-3, Suburban Residential 3 Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~V~~

v.1

Gen. Ord. No. 16 - 19 - 20. By Alderperson Felde. August 19, 2019.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 6th day of August, 2019, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Commencing 332.0 feet East and 1,273.8 feet North of the Southwest corner of the East one-half of the Northeast Quarter of Section 10, Township 15 North, Range 23 East, thence Southeasterly 245.0 feet to a point in the Northwesterly line of highway 1,139.8 feet North and 526.4 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence Northeasterly along the said Northwesterly line of the highway 33.0 feet to a point 1,158.9 feet North and 554.8 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence North parallel with the West line of the said East Half of the Northeast Quarter to the Pigeon River, thence upstream along the Pigeon River to a point 332.0 feet East of the West line of the said East Half of the Northeast Quarter, thence South to beginning, being a part of the East Half of the Northeast Quarter, Section 10, Town 15 North, Range 23 East.

Said parcel contains 2.11 acres.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

CityPlan

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class SR-3, Suburban Residential 3 Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

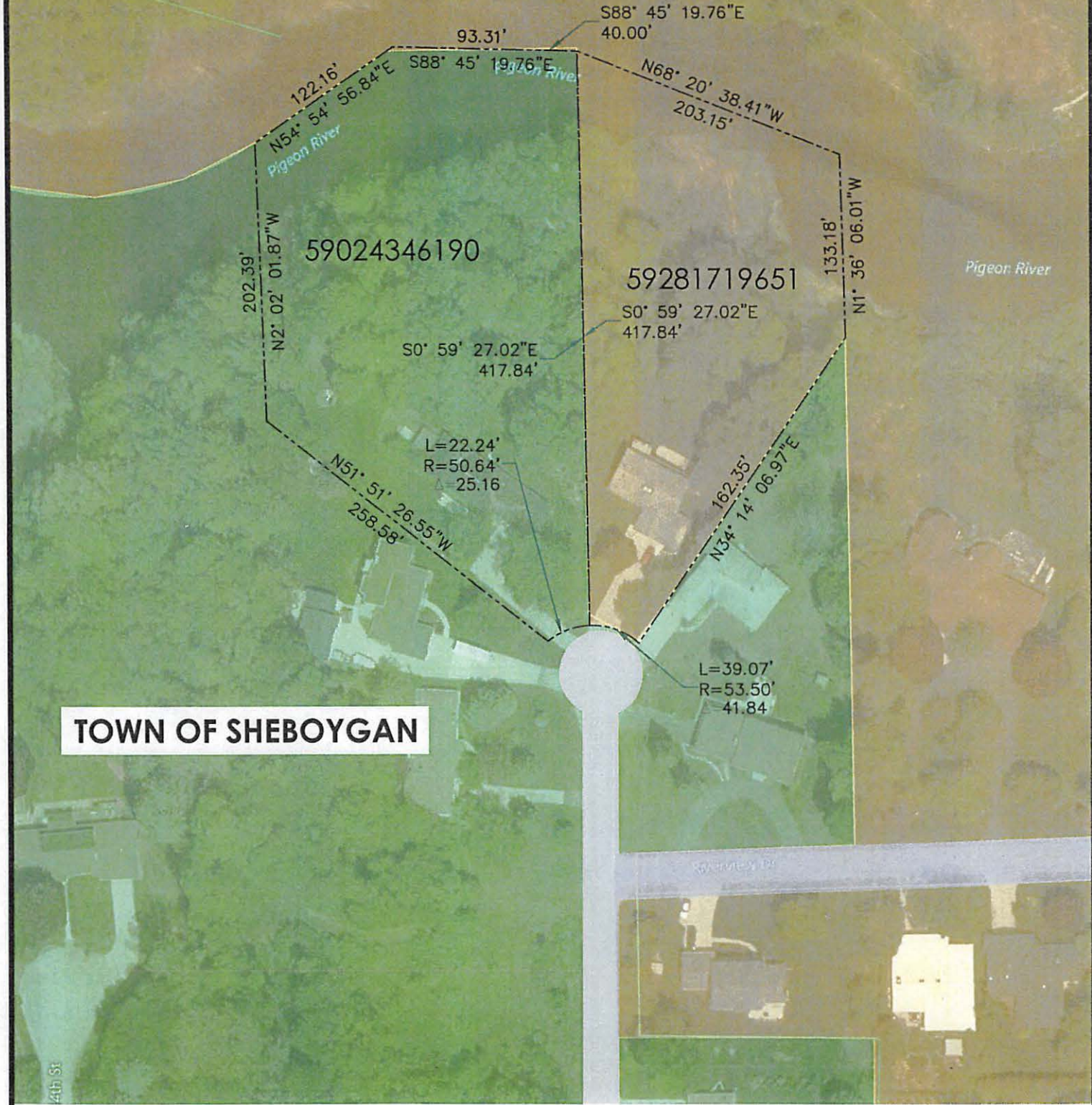
 _____

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

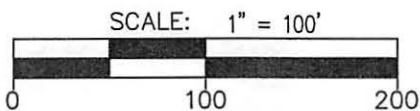
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN



TOWN OF SHEBOYGAN



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II

R. O. No. 63 - 19 - 20. By CITY CLERK. August 19, 2019.

Submitting a communication from Rhode Dales, LLP filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Sheboygan (3820 N. 13th Street - Tax Parcel No. 59024346190).

Cory Plax

CITY CLERK

AUG 6 '19 PM 4:07

RohdeDales LLP
Attorneys and Counselors

August 6, 2019

David O. Gass
K. Allan Voss
Anthony J. Resimius
Ryan J. Zinkel
Kyle G. Borkenhagen
Stephanie E. Malis
Lili Clare Behm
R. T. Melzer
William P. Te Winkle
Eldon L. Bohrofen

VIA HAND DELIVERY

City of Sheboygan
City Clerk, Meredith DeBruin
606 N. 9th St.
Sheboygan, WI 53081

Town of Sheboygan
Town Clerk, Peggy Fischer
1512 N. 40th St.
Sheboygan, WI 53081

*Re: Petition for Annexation
Tax Parcel No. 59024346190*

Dear Clerks:

Enclosed for filing please find a Petition for Annexation for the property referenced above. We have also filed the required Request for Annexation Review with the WI Dept. of Administration. If you have any questions or need anything further, please advise.

Sincerely yours,



Stephanie J. Baus
Paralegal

SJB

Enclosures

909 N. 8th St.
Ste. 100
Sheboygan, WI
53081

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

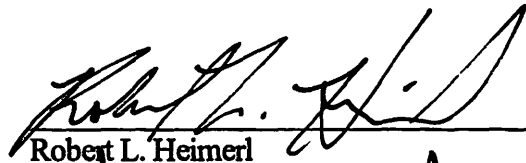
**PETITION FOR ANNEXATION OF LANDS
TO THE CITY OF SHEBOYGAN
DIRECT ANNEXATION BY UNANIMOUS CONSENT**

TO: City of Sheboygan


1. Pursuant to Section 66.0217 of the Wisconsin State Statutes, I/we the undersigned, being the sole owner(s) and elector(s) of the land described in Exhibit "A" attached hereto, petition for Direct Annexation by Unanimous Consent of the land described in said Exhibit "A" from the Town of Sheboygan in Sheboygan County, Wisconsin, to the City of Sheboygan, Sheboygan County, Wisconsin.
 2. The population of said land is 3. The number of electors that reside on the lands to be annexed is 2.
 3. Said land is contiguous to the City of Sheboygan and is presently part of the Town of Sheboygan, in Sheboygan County, Wisconsin.
 4. I/We, the undersigned request that upon annexation, the land as described in Exhibit "A" be zoned as SR-3 (Suburban Residential).
 5. Area of lands to be annexed contains 2.11 acres.
 6. Tax Parcel number(s) of lands to be annexed: 59024346190.
- Attach a copy of a complete legal description of the property.
 - Attach a copy of a scale map of the property.
 - Attach a copy of the most recent real estate tax bill.

Dated this 30 day of July, 2019

PROPERTY OWNER SIGNATURE(S):



Robert L. Heimerl



Kristi C. Heimerl

EXHIBIT A

LEGAL DESCRIPTION

Commencing 332.0 feet East and 1,273.8 feet North of the Southwest corner of the East one-half of the Northeast Quarter of Section 10, Township 15 North, Range 23 East, thence Southeasterly 245.0 feet to a point in the Northwesterly line of highway 1,139.8 feet North and 526.4 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence Northeasterly along the said Northwesterly line of the highway 33.0 feet to a point 1,158.9 feet North and 554.8 feet East of the said Southwest corner of the East Half of the Northeast Quarter, thence North parallel with the West line of the said East Half of the Northeast Quarter to the Pigeon River, thence upstream along the Pigeon River to a point 332.0 feet East of the West line of the said East Half of the Northeast Quarter, thence South to beginning, being a part of the East Half of the Northeast Quarter, Section 10, Town 15 North, Range 23 East.

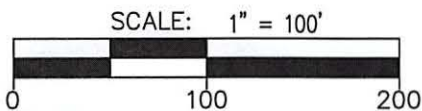
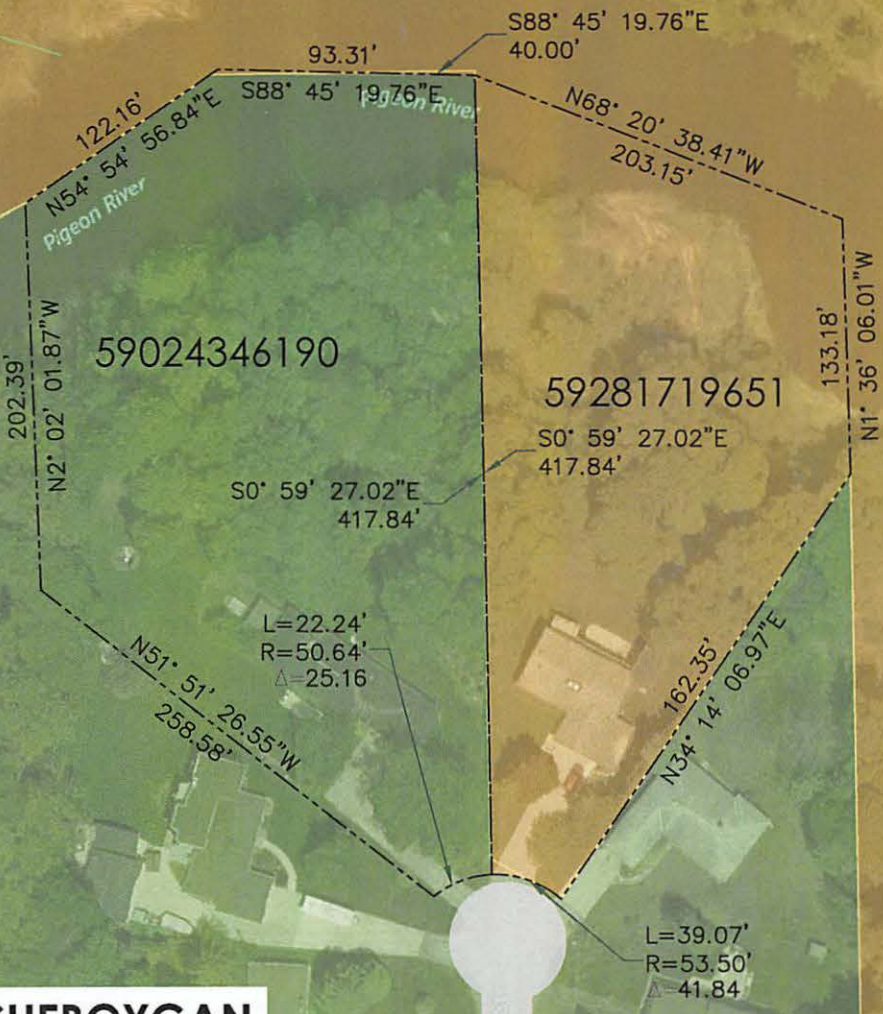
For Informational Purposes:

Property Address: 3820 N. 13th Street, Sheboygan, WI 53081

Tax Key No.: 59024346190

CITY OF SHEBOYGAN

TOWN OF SHEBOYGAN



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8/27/2019 G:\B0\Home Address\Site\MP.dwg

REAL ESTATE PROPERTY TAX BILL FOR 2018

TOWN OF SHEBOYGAN

Total Due For Full Payment

Bill #: 695
Parcel #: 59024346190
Alt. Parcel #:

To view payments, property information, and maps go to treasurer.sheboygancounty.com

By January 31, 2019
\$3,756.00

-- OR --

Pay First Installment

By January 31, 2019
\$1,819.32

HEIMERL, ROBERT L
HEIMERL, KRISTI C
3820 N 13TH ST
SHEBOYGAN WI 53083-2945

Make Check Payable and Mail to:
TOWN OF SHEBOYGAN
DARLA FREE, TREASURER
1512 N 40TH STREET
SHEBOYGAN WI 53081
920-451-2320



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates	Times	Bank Collection Site	Bank Collection Hours
Town of Sheboygan	Mondays	7:00 to 4:00	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
Town Hall	Tuesdays	7:00 to 5:00	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
	Wednesdays	7:00 to 4:00	655 S Taylor Drive, Sheboygan	No Sat collection.
	Thursdays	7:00 to 4:00	604 N 8th Street, Sheboygan	No Drive-thru Payments.
	Fridays	Closed	3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30, 12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites: None
Drop Box: In front of Town Hall at 1512 N 40th Street
Dates Municipality Closed: 12/24/18, 12/25/18, 12/31/18 and 01/01/19
Online Payments: Not available
Other Information:
Telephone: 920-451-2320



STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2018
TOWN OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 695

SEQ# 844

Correspondence should refer to parcel number
PARCEL#: 59024346190

Property Address
3820 N 13TH ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.																																																																																																							
92,200	125,600	217,800	0.9195	100,300	136,600	236,900	A star in this box means unpaid prior year taxes																																																																																																						
<table border="1"> <thead> <tr> <th>Taxing Jurisdiction</th> <th>2017 Est. State Aids Allocated Tax Dist.</th> <th>2018 Est. State Aids Allocated Tax Dist.</th> <th>2017 Net Tax</th> <th>2018 Net Tax</th> <th>% Tax Change</th> <th>Gross Property Tax</th> <th></th> </tr> </thead> <tbody> <tr> <td>STATE OF WISCONSIN</td> <td></td> <td></td> <td></td> <td>0.00</td> <td></td> <td>3,943.10</td> <td></td> </tr> <tr> <td>SHEBOYGAN COUNTY</td> <td>506,391</td> <td>499,240</td> <td>1,298.38</td> <td>1,315.22</td> <td>1.3%</td> <td>-69.74</td> <td></td> </tr> <tr> <td>TOWN OF SHEBOYGAN</td> <td>239,313</td> <td>235,741</td> <td>562.76</td> <td>485.68</td> <td>-13.7%</td> <td>-169.36</td> <td></td> </tr> <tr> <td>SHEBOYGAN</td> <td>18,683,484</td> <td>18,699,192</td> <td>1,898.01</td> <td>1,904.39</td> <td>0.3%</td> <td></td> <td></td> </tr> <tr> <td>LTC</td> <td>859,231</td> <td>859,573</td> <td>186.96</td> <td>188.94</td> <td>1.1%</td> <td></td> <td></td> </tr> <tr> <td>TWN OF SHEBOYGAN DIST. #2</td> <td></td> <td></td> <td>18.10</td> <td>18.18</td> <td>0.4%</td> <td></td> <td></td> </tr> <tr> <td>TWN OF SHEBOYGAN DIST. #3</td> <td></td> <td></td> <td>30.66</td> <td>30.69</td> <td>0.1%</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>20,288,419</td> <td>20,293,746</td> <td>3,994.87</td> <td>3,943.10</td> <td>-1.3%</td> <td></td> <td></td> </tr> <tr> <td></td> <td>First Dollar Credit</td> <td></td> <td>70.79</td> <td>69.74</td> <td>-1.5%</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Lottery & Gaming Credit</td> <td></td> <td>123.89</td> <td>169.36</td> <td>36.7%</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Net Property Tax</td> <td></td> <td>3,800.19</td> <td>3,704.00</td> <td>-2.5%</td> <td></td> <td></td> </tr> </tbody> </table>							Taxing Jurisdiction	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax		STATE OF WISCONSIN				0.00		3,943.10		SHEBOYGAN COUNTY	506,391	499,240	1,298.38	1,315.22	1.3%	-69.74		TOWN OF SHEBOYGAN	239,313	235,741	562.76	485.68	-13.7%	-169.36		SHEBOYGAN	18,683,484	18,699,192	1,898.01	1,904.39	0.3%			LTC	859,231	859,573	186.96	188.94	1.1%			TWN OF SHEBOYGAN DIST. #2			18.10	18.18	0.4%			TWN OF SHEBOYGAN DIST. #3			30.66	30.69	0.1%			Total	20,288,419	20,293,746	3,994.87	3,943.10	-1.3%				First Dollar Credit		70.79	69.74	-1.5%				Lottery & Gaming Credit		123.89	169.36	36.7%				Net Property Tax		3,800.19	3,704.00	-2.5%									
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School taxes reduced by school levy tax credit \$ 459.29
HEIMERL, ROBERT L
HEIMERL, KRISTI C
3820 N 13TH ST
SHEBOYGAN WI 53083-2945

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

1604398 1852/386 ACRES: 2.110
SEC 10, T 15 N, R 23 E
PRT E1/2 NE1/4, SEC 10, COM
332'E & 1273.8'N OF SW COR,
SD E1/2, TH SELY 245'TO PNT IN
NWLY LN OF HWY 1139.8'N &
526.4'E OF SW COR SD E1/2,
Total

Net Assessed Value Rate (Does NOT reflect credits)
0.018104222

RETAIN THIS PORTION AS YOUR COPY
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

Installments may be paid as follows:

1819.32 DUE BY 01/31/2019
1936.68 DUE BY 07/31/2019

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases
Taxing Jurisdiction
SHEBOYGAN

Additional Taxes 183,388.00
Total Additional Taxes Applied to Property 57.80
Year Increase Ends 2037

PA-6652 (R. 6-15)

TOWN OF SHEBOYGAN
DARLA FREE, TREASURER
1512 N 40TH STREET
SHEBOYGAN WI 53081

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT 116

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner Information

Name: **ROBERT L. AND KRISTI C. HEIMERL**

Address: **3820 N. 13TH ST.**

SHEBOYGAN, WI 53083

Email: **RHEIMERL@ABACUSARCHITECTS.NET**

Office use only:

1. Town where property is located: **TOWN OF SHEBOYGAN**

2. Petitioned City or Village: **CITY OF SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **3**

5. Area (in acres) of the territory to be annexed: **2.11**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **59024346190**

Petitioners phone:

920-452-4444

Town clerk's phone:

920-451-2320

City/Village clerk's phone:

920-459-3361

Contact Information if different than petitioner:

Representative's Name and Address:

DAVID GASS

ROHDE DALES LLP

909 N. 8TH ST., SUITE 100

SHEBOYGAN, WI 53081

Phone: **920-458-5501**

E-mail: **DGASS@ROHDEDALES.COM**

Surveyor or Engineering Firm's Name & Address:

ABACUS ARCHITECTS, INC.

1135A MICHIGAN AVE.

SHEBOYGAN, WI 53081

ATTN: WAYNE SEIFERT

Phone: **920-452-4444**

E-mail:

WSEIFERT@ABACUSARCHITECTS.NET

Required Items to be provided with submission (to be completed by petitioner):

1. Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - Unanimous per s. 66.0217 (2), or,
 - OR
 - Direct by one-half approval per s. 66.0217 (3)
5. Check or money order covering review fee [see next page for fee calculation]

(2012)

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$350 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$600 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$950 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: _____

Payee: _____

Check Number: _____

Check Date: _____

Amount: _____

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) THE PETITION

- State the purpose of the petition: -Direct annexation by unanimous approval; OR
-Direct annexation by one-half approval; OR
-Annexation by referendum.
- Petition must be signed by: -All owners and electors, if by unanimous approval.
-See 66.0217 (3) (a), if by one-half approval.
-See 66.0217 (3) (b), if by referendum.
- State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) THE DESCRIPTION

The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

The land may NOT be described only by: -Aliquot part;
-Reference to any other document (plat of survey, deed, etc.);
-Exception or Inclusion;
-Parcel ID or tax number.

s. 66.0217 (1) (g) THE MAP

The map shall be an *accurate reflection* of the legal description of the parcel being annexed. As such, it must show:
-A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
-Bearings and distances along all parcel boundaries as described.
-All adjoining as referenced in the description.

The map must include a **graphic scale**.

The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 FILING

The petition must be filed with the Clerk of the annexing City or Village and with the Clerk of the Town in which the land is located.

If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).

If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

II

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

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

Finances
Personnel

CITY CLERK

DATE RECEIVED 8-29-19

RECEIVED BY MKC

CLAIM NO. 11-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 29 '19 AM 10:16

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: John Neuendorf
- 2. Home address of Claimant: 2676 Clairville Rd. Oshkosh WI 54904
- 3. Home phone number: 920-379-1612
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 7-6-19 10:30 AM

6. Where did damage or injury occur? (give full description) City of Sheboygan Public Launch Facility 699 Broughton Dr. Sheboygan, WI 53081

7. How did damage or injury occur? (give full description) My Boat was gouged by a sharp corner from a piece of angle iron that is part of the right hand side concrete dock that was not protected like the left hand side dock.

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

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

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

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

(a) Public property alleged to be dangerous: right cement dock at the city of Sheboygan Public Launch Facility

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

AM

PI-PS-8

PI-11

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

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

11. Name and address of any other person injured:

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

Auto: ~~Auto~~ Boat \$ 1659.00 or 309.75

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 309.75

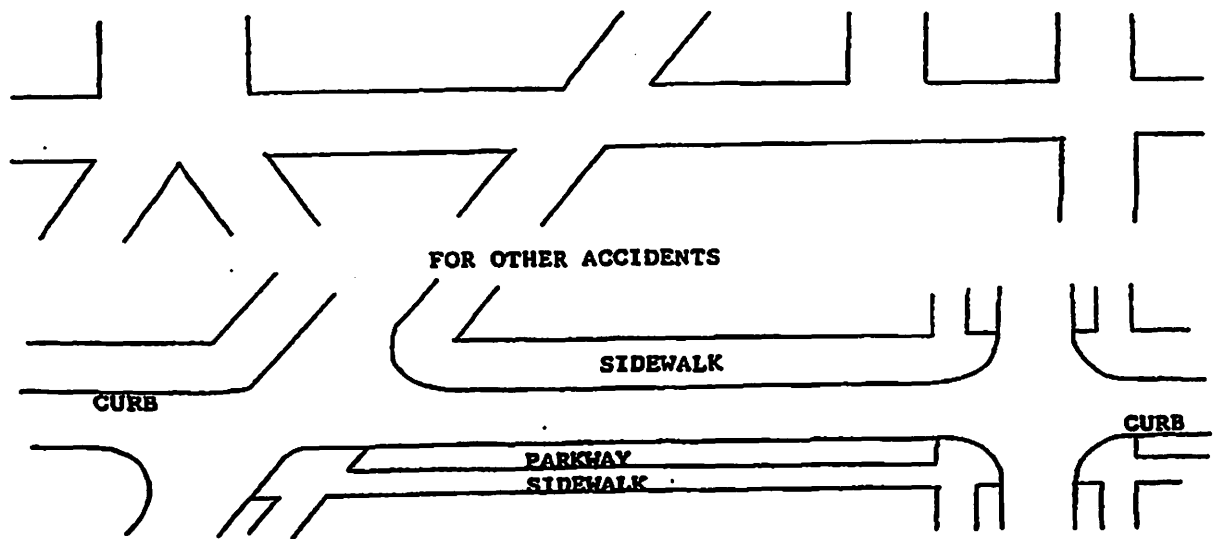
Damaged vehicle (if applicable)

Make: Skeeter Model: Solara 189 Year: 2017 Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT

John Newbold

DATE

8-24-19

DATE RECEIVED 8-29-19

RECEIVED BY MKC

CLAIM NO. 1119

CLAIM

Claimant's Name: John Neuendorf
Claimant's Address: 2676 Clairville Rd,
Oshkosh, WI 54904
Claimant's Phone No. 920-379-1612

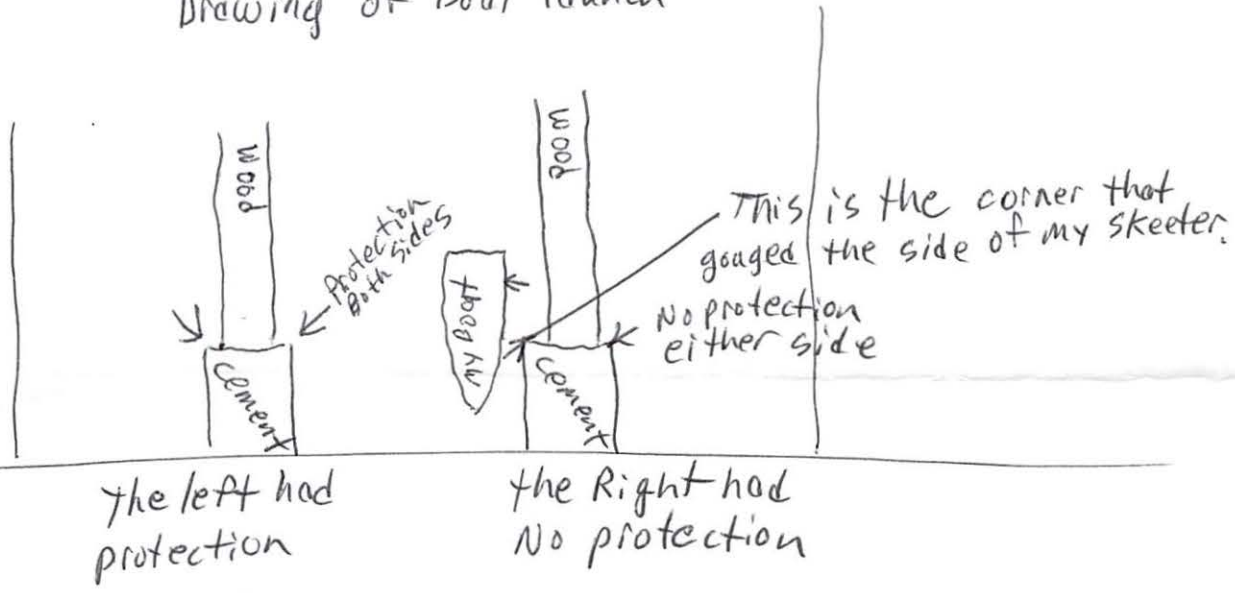
Auto Boat \$ 309.75
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 309.75

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 309.75.

Drawing of Boat launch



SIGNED John Neuendorf

DATE: 8-24-19

ADDRESS: 2676 Clairville Rd. Oshkosh, WI 54904

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

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

Repair Order Invoice

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

JOHN NEUENDORF
2626 CLAIRVILLE RD
OSHKOSH, WI 54904

Customer Information

Home Phone: 920-379-1612

Summary

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

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

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

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

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

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

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

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

SEE YOU ON THE WATER!!

Signature: _____

Detail

Unit 2017 YAMAHA 189 SOLERA 189 SOLERA

Color:

Keyboard:

VIN/Serial No:STE25537B717

Plate:

Odom/Hrs In:0

Out:0

CREATED FROM SERVICE SCHEDULER

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

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

Parts

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

Labor

Description	Technician	Total
repair scratch	ERIC SCHUMACHER	\$250.00
Labor Subtotal		\$250.00

Job Subtotal \$275.00

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

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

Estimate
Due: \$1,659.00

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

JOHN NEUENDORF
2626 CLAIRVILLE RD
OSHKOSH, WI 54904

Customer Information

Home Phone: 920-379-1612

Summary

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

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

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

Signature: _____

Detail

Unit

2017 YAMAHA 189 SOLERA 189 SOLERA

Color:

Keyboard:

VIN/Serial No:STE25537B717

Plate:

Odom/Hrs In:0

Out:0

repair gouges in hull from boat launch

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

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

Parts

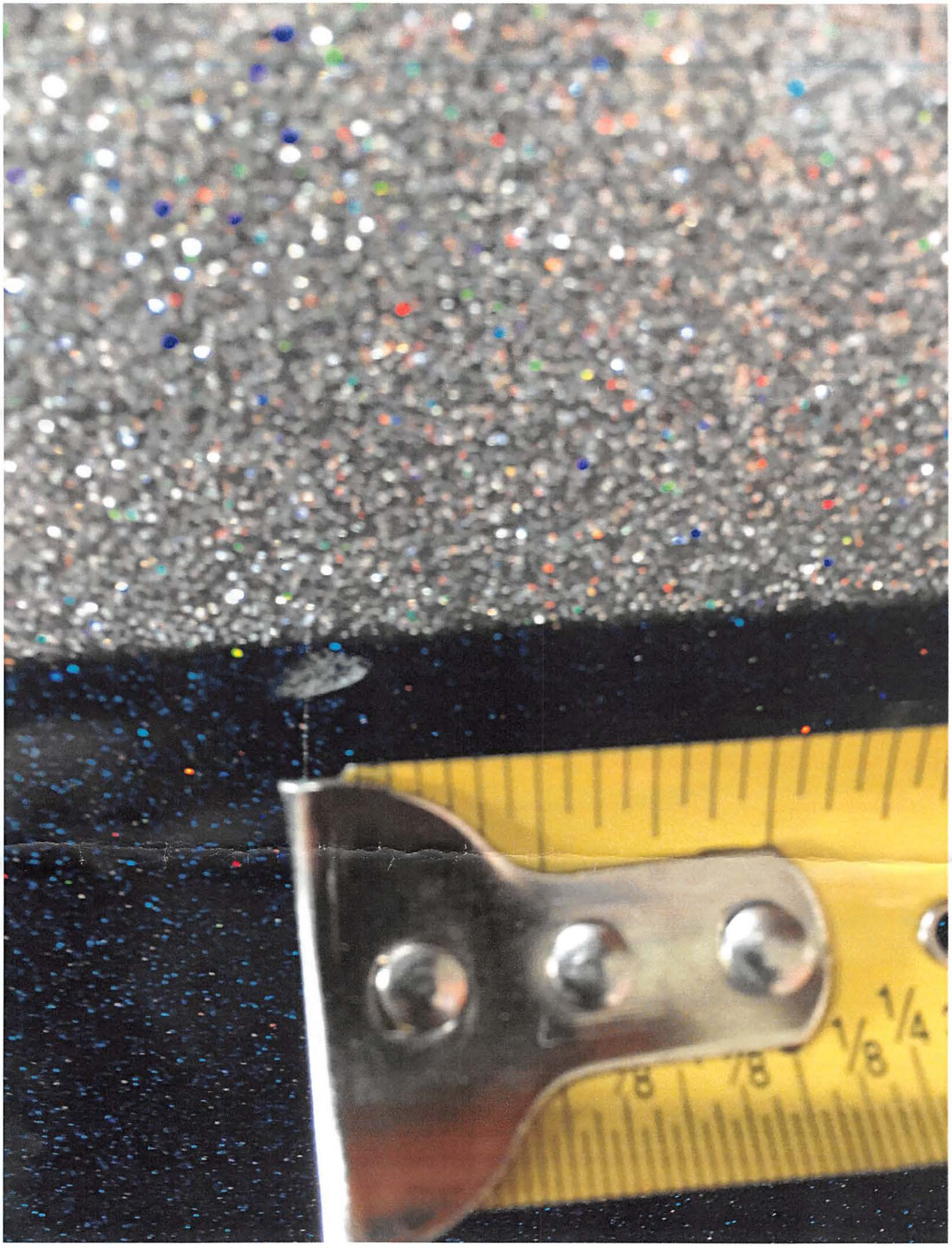
Part #	Qty	Description	Price	Discount	Total
GLASS	300.00	FIBER GLASS MATERIALS	\$1.00	\$0.00	\$300.00
Parts Subtotal					\$300.00

Labor

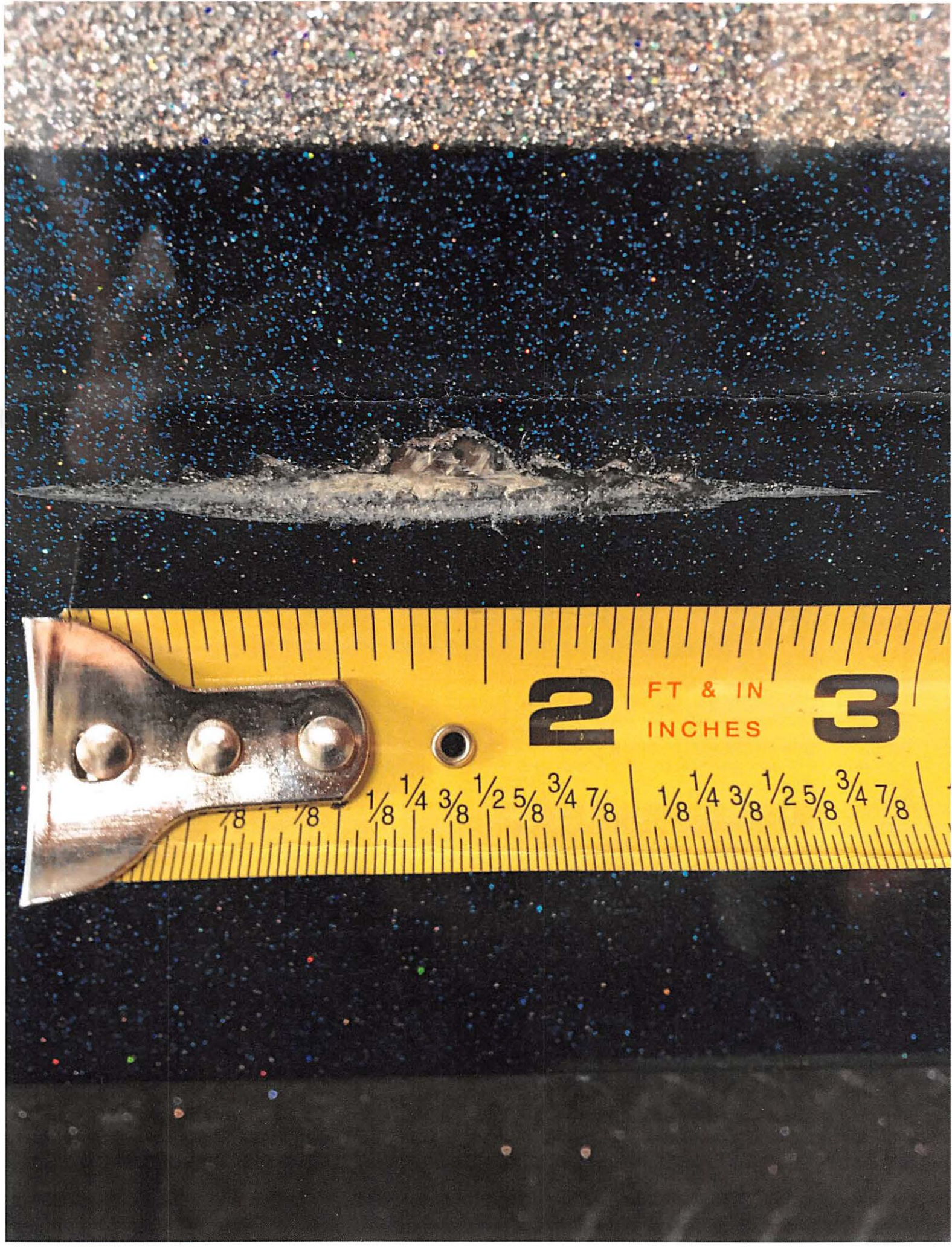
Description	Technician	Total
bring boat in and prep for repair	ERIC SCHUMACHER	\$125.00
grind and glass damage	ERIC SCHUMACHER	\$125.00
grind boat to shape and prep for gel kote	ERIC SCHUMACHER	\$375.00
spray gel kote and finish	ERIC SCHUMACHER	\$500.00
clean boat.	ERIC SCHUMACHER	\$125.00
Labor Subtotal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

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









2

FT & IN
INCHES

3

$\frac{1}{8}$ $\frac{1}{4}$ $\frac{3}{8}$ $\frac{1}{2}$ $\frac{5}{8}$ $\frac{3}{4}$ $\frac{7}{8}$ $\frac{1}{8}$ $\frac{1}{4}$ $\frac{3}{8}$ $\frac{1}{2}$ $\frac{5}{8}$ $\frac{3}{4}$ $\frac{7}{8}$

II

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

Submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan.

*Finance
Personnel*

CITY CLERK

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 18-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

AUG 28 '19 AM 8:31

Process Server *Pat*
Date: 8/25/19 Time: 8:25 am/pm
 Personal Substitute
 Posted Corporate

SUMMONS

THE STATE OF WISCONSIN

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 twenty (20) 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 court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) 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 23rd day of August, 2018.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

civil/Walmart/Walmart-Sheboygan-City/p-2019/summons2019-08-20

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 19-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

COMPLAINT

Plaintiff, Wal-Mart Stores, Inc. (Walmart), by its undersigned counsel, Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2019 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2019, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2019 value of the Property was set by the City Assessor's office at \$13,265,000.

6. Walmart timely filed an objection to the 2019 assessment of the Property with the City's Board of Review (BOR) pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing (Waiver) in accordance with the provisions of Wis. Stat. §70.37(3). Notice of that waiver was received on August 20, 2019. See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2019 was no higher than \$6,250,000.

10. The 2019 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2019 was excessive.

11. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2019 was no higher than \$6,250,000.

14. Upon information and belief, the 2019 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2019 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief - Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2019 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2019 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2019 value of the Property from \$13,265,000 to \$6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2019 was no higher than \$6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 23rd day of August, 2019.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbahn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbahn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

tc/Walmart/Walmart-Shelton-City/p-2019/complaint2019-08-20

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan		County Sheboygan	
Requestor's name Wal-Mart Stores Inc		Agent name (if applicable) Christopher L. Strohhahn / Russell J. Karnes	
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712		Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E Kilbourn Ave., Milwaukee, WI 53202	
Requestor's telephone number (479) 204 - 3835		Agent's telephone number (414) 271 - 1400	
<input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone		<input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	
Requestor's e-mail address Brandon.Caplena@walmart.com		Agent's e-mail address cstrohhahn@grgbaw.com / rkarnes@grgbaw.com	
Property address 3711 S. Taylor Dr., Sheboygan, WI 53081			
Light description or parcel number 59281-479120			
Taxpayer's assessment as established by assessor. Value as determined due to waiver of BOR hearing \$ 13,265,000			
Property owner's opinion of value \$ 6,250,000			
Basis for request To take matter directly to circuit court as cases regarding prior assessments are currently pending in circuit court			
Date Notice of Intent to Appear at BOR was given 05 - 23 - 2019		Date of objection form was completed and submitted 05 - 23 - 2019	

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced within 60 days of the receipt of the notice of the waiving of the hearing.

Christopher L. Strohhahn
Requestor's / Agent's Signature

* If agent, attach signed Agent Authorization Form, PA-105

Decision

Approved Denied

Reason _____

Denise R. King
Board of Review Chairperson's Signature

6/4/19
Date

Taxpayer advised **6-6-19**
Date

PA-813 (R 10-16)



Wisconsin Department of Revenue

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

Wal-Mart Stores, Inc. vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2019CV000444

Class Code: Money Judgment

FILED
08-23-2019
Sheboygan County
Clerk of Circuit Court
2019CV000444
Honorable Rebecca L.
Persick
Branch 4

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2019CV000444 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: 54b574

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 *gamishees*, 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: August 26, 2019

II

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

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

*Finance
Personnel*

CITY CLERK

DATE RECEIVED

8-29-19

RECEIVED BY

MKC

AUG 29 '19 PM 3:37

CLAIM NO.

12-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

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

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

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

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: Ash trees between 7th & 8th st on Broadway Avenue
 - (b) Claimant's statement of basis for such liability: _____

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

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

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

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

Auto: \$ 210.00 +

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 221.55

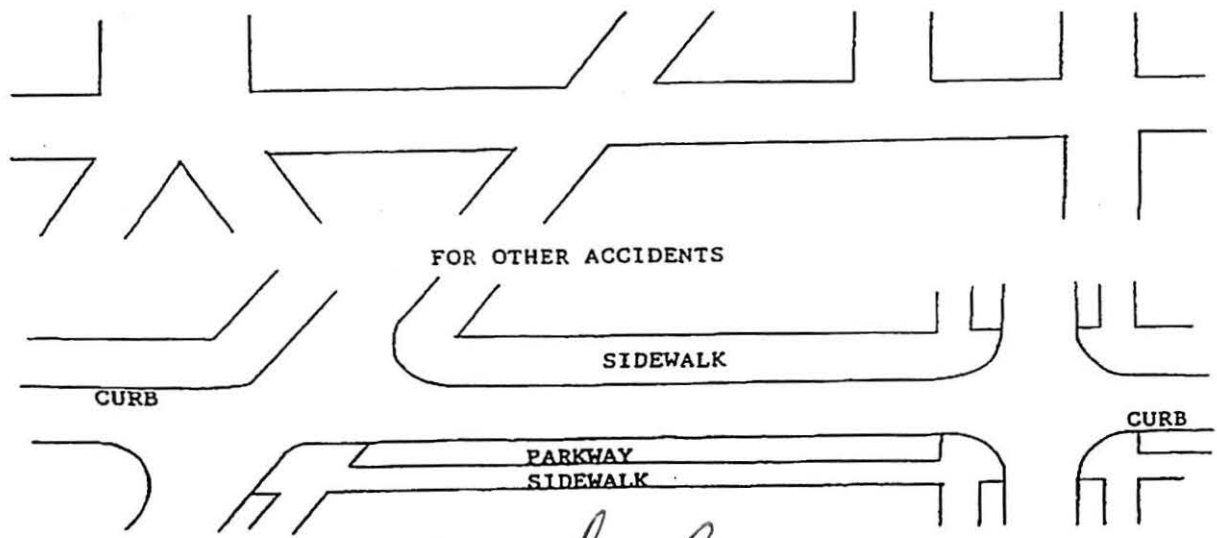
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

Laura Spalinger

DATE

08-29-19

DATE RECEIVED 8-29-19

RECEIVED BY Mike

CLAIM NO. 12-19

CLAIM

Claimant's Name: Laura Spalinger
Claimant's Address: 710A Broadway Ave.
Sheboygan, WI 53081
Claimant's Phone No. (920) 226-9296

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

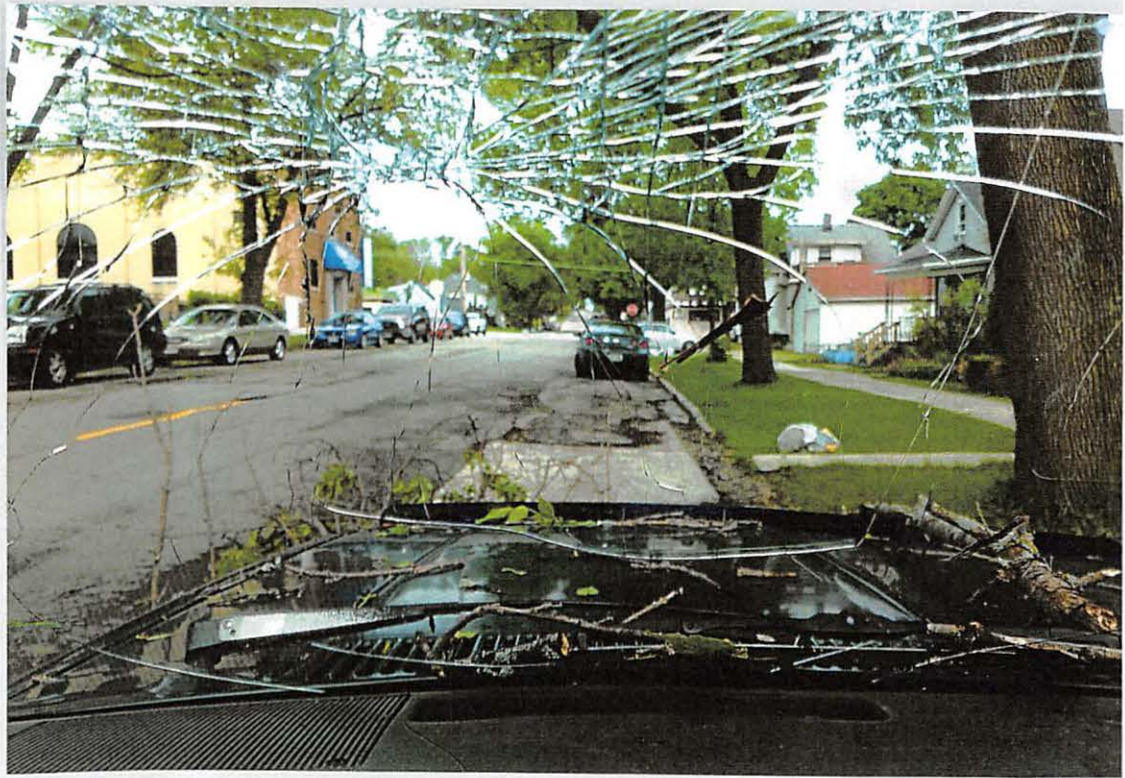
PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

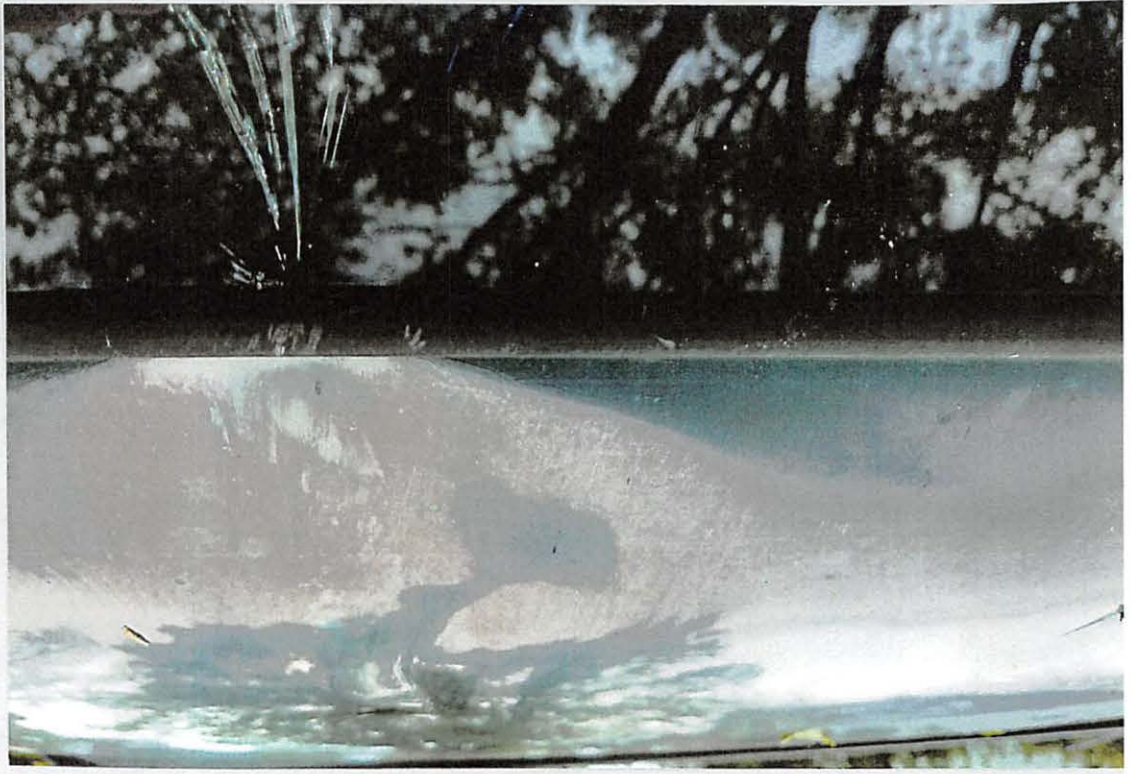
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

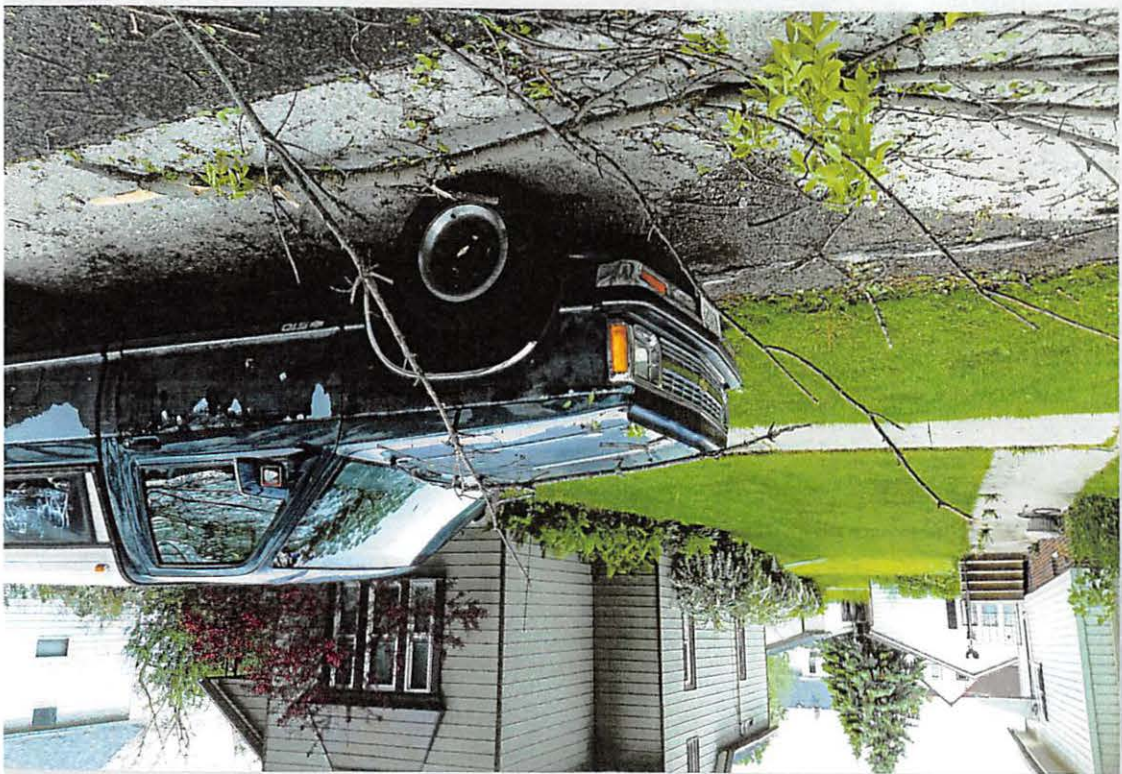
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~210.00~~ 221.55 see attached bill

SIGNED Laura Spalinger DATE: 08-29-19
ADDRESS: 710A Broadway Avenue
Sheboygan, WI 53081

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









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

Inv. #	10000738	Date	06/18/2019
Cust. #	2269296	Billcode	1
P.O. #		Sold By	IS
Fed. Tax #		Inst'l By	

LAURA

(920) 226-9296

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

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

SPECIAL INSTRUCTIONS

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

Subtotal	130.00
Labor	80.00
Tax	11.55
Total	221.55
Balance	221.55

RECEIVED BY

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

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

07/23/19
07:47

SHEBOYGAN POLICE DEPARTMENT
Dissemination Table:

1243
Page: 1

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

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

=====

INVOLVEMENTS:

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



SHEBOYGAN POLICE DEPARTMENT

Incident C19-11512

Nature: ASSIST
Location: N43

Address: 710 BROADWAY
SHEBOYGAN WI 53081

Offense Codes: 9362

Received By: VANDRIE, A L
Responding Officers: INGER, BRIAN
Responsible Officer: INGER, BRIAN

How Received: T

Agency: SPD

Disposition: SIT 06/12/19

When Reported: 22:11:00 06/12/19

Occurred Between: 22:11:00 06/12/19 and 22:11:00 06/12/19

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant: 44403

Last: SPALINGER
DOB: 03/12/55
Race: W

First: LAURA
Dr Lic: S145-5215-5592-05
Sex: F
Phone: (920)226-9296

Mid: ANN
Address: 710 BROADWAY #A
City: SHEBOYGAN, WI 53081

Offense Codes

Reported: Observed:
Additional Offense: 9362 DAMAGE NON CRIMINAL

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers:

INGER, BRIAN

Unit :
405

Responsible Officer: INGER, BRIAN

Received By: VANDRIE, A L
How Received: T TELEPHONE

When Reported: 22:11:00 06/12/19

Judicial Status:

Misc Entry:

Agency: SPD

Last Radio Log: 08:52:08 06/13/19 CMPLT

Clearance: CLR CLEARED

Disposition: SIT Date: 06/12/19

Occurred between: 22:11:00 06/12/19

and: 22:11:00 06/12/19

Modus Operandi:

Description :

Method :

Involvements



07/23/19

DO NOT DISCLOSE
Department Record
Sheboygan Police

Date Type Description

Narrative

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

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

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

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

II

R. O. No. _____ - 19 - 20. By BOARD OF WATER COMMISSIONERS.
September 3, 2019.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners for the Sheboygan Water Utility recommend passage of an Ordinance repealing and recreating Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services".

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President

Public Works

16

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue.
September 3, 2019.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan, and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC needs to begin preparing an Answer in response to the Complaint.

NOW, THEREFORE, BE IT 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 lawsuit filed by Wal-Mart Stores, Inc., Sheboygan County Circuit Court Case No. 2019CV000444. It is anticipated that this lawsuit will be consolidated with Case No. 2017CV000616 filed by Wal-Mart Stores, Inc. on November 22, 2017 and Case No. 2018CV000441 filed by Wal-Mart Stores, Inc. on August 9, 2018.

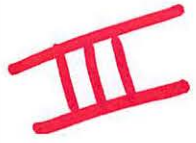
BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment of same.

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



Res. No. - 19 - 20. By Alderpersons Donohue and Bohren.
September 3, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2019 budget for the purposes of:

Establishing estimated revenue and appropriation for 2019 Community Development Block Grant Entitlement Program.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Community Block Grant Fund Entitlement 21961100-431901-0	Partners for Community Development 21998100-590100	\$25,000.00
	Salvation Army 21998100-590100	\$38,595.74
	Safe Harbor 21998100-590100	\$7,719.15
	Lakeshore Community Health Center 21998100-590100	\$2,315.74
	SCIO 21998100-590100	\$7,719.15
	Shoreline Metro 21993200-590100	\$42,493.00
	Family Service Association 21998100-590100	\$15,438.29
	Family Connections 21998100-590100	\$3,859.57
	Lakeshore CAP 21998100-590100	\$14,859.36
	Public Facilities- Library Plaza Updates 21961100-631100	\$247,311.00
Public Facilities- Downtown	\$30,000.00	

*Finance
Personnel.*

Playground
21961100-631100

Public Facilities- Painting
of Railings \$129,000.00
21961100-631300

Historic Preservation \$100,000.00
21961100-540100

Street Improvements - Streetscaping \$49,620.00
21961100-631300

Program Administration \$178,483.00
21998100-521500

BE IT FURTHER RESOLVED: That the City Clerk shall publish this budget change according to § 65.90(5), Wis. Stats.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren.
September 3, 2019.

A RESOLUTION extending the life of Tax Incremental District No. 11 for one year to implement affordable housing and neighborhood revitalization activities.

WHEREAS, § 66.1105(6)(g), Wis. Stats., authorizes a city to extend the life of a tax incremental district by up to one year and use the revenue from the last year of increment to improve the city's housing stock; no less than 75% of the increment must be utilized for affordable housing and the remaining 25% may be used to improve the City's housing stock; and

WHEREAS, the Department of Planning and Development is proposing to implement programs recommended in city master plans to provide funding for rehabilitating upper floors of buildings in the central business districts into affordable housing, to provide façade and landscaping grants in targeted neighborhoods, and to complete neighborhood revitalization activities in targeted neighborhoods, with at least 75% of the funds being used specifically for affordable housing and the remaining amount for neighborhood revitalization activities; and

WHEREAS, the Tax Incremental District No. 11 has paid off all aggregate funds and no additional project costs are expected; and

WHEREAS, the additional amount of unspent tax increment that is expected to be generated in Tax Incremental District No. 11 should the life of the TID be extended until April 15, 2020, would be approximately \$712,964.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan hereby extends the life of Tax Incremental District No. 11 by three months and then closing the district by April 15, 2020, pursuant to § 66.1105(6)(g), Wis. Stats., for the purpose of providing funds to improve the housing stock of the community.

BE IT FURTHER RESOLVED: That the Common Council authorizes the Department of Planning and Development to use funds from the extension of Tax Incremental District No. 11 in the amount of approximately \$712,964 to improve its housing stock and create additional affordable housing opportunities within the City of Sheboygan.

BE IT FURTHER RESOLVED: That the Common Council directs the Department of Planning and Development to expend no less than 75% of said funds specifically to benefit households whose income is at or below 80% of the Area Median Income based on household size.

Finances
Assumed

BE IT FURTHER RESOLVED: That the Common Council finds that use of said funds for the purposes provided will not adversely affect the City's finances, as the utilization of tax increments obviate the need for the City to implement these housing programs with City funds or from capital borrowing, and that the State created this tool to assist cities in revitalizing communities and growing tax base, and that these funds will assist targeted neighborhoods and benefit residents by helping maintain or increase property values in transitional and distressed neighborhoods.

BE IT FURTHER RESOLVED: That said funds shall be transferred into the Neighborhood Revitalization Special Revenue Fund 250.

BE IT FURTHER RESOLVED: That the Director of Planning and Development, the Director of Finance/Treasurer, and all other departments are hereby authorized to take any and all steps necessary to effectuate this resolution in accordance with State Statutes, including but not limited to informing and filing the appropriate paperwork with the Department of Revenue.

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.
September 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to issue a Purchase Order for the purchase of Sig Sauer handguns, ammunition, spare parts, and holsters from Streicher's Inc. for the Sheboygan Police Department.

WHEREAS, the Sheboygan Police Department included funding in the 2019 Capital Improvements Program for the replacement of handguns and related equipment including trade-in of the current weapons; and

WHEREAS, the Sheboygan Police Department performed significant research and testing of products from various manufacturers, and have determined that weapons produced by Sig Sauer meet or exceed all of their needs and expectations; and

WHEREAS, Request for Bids #1968-19 was issued to the two distributors in the State of Wisconsin that are authorized by Sig Sauer to distribute weapons to police agencies and take the current weapons in partial trade; and

WHEREAS, the only bid received by the City, from Streicher's Inc., is within the budget parameters, and meets all of the criteria as set forth in the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to issue a Purchase Order to Streicher's Inc. based on the terms and conditions set forth in Request for Bids #1968-19 for the purchase of 110 Sig Sauer handguns, ammunition, spare parts, and holsters, to trade in the Police Department's current handguns as partial payment, and to draw funds in the amount of \$41,779.75 from the 2019 Capital Project Fund-Other Equipment #40021100-649100 in payment of same.

2485

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

A RESOLUTION authorizing the appropriate City officials to issue purchase orders for the purchase of two online phosphate analyzers and associated filtering accessories to be installed at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous.

WHEREAS, the Council previously authorized the Purchasing Agent to advertise for bids for the purchase of two online phosphate analyzers and associated filtering accessories at the Wastewater Treatment Facility in order to improve control of effluent total phosphorous; and

WHEREAS, Staff issued Request for Bids #1965-19, has obtained bids, and finds the bid from Mulcahy Shaw Water for two online phosphate analyzers, sample preparation systems, associated mounting hardware, and reagent and cleaning chemicals to meet the specifications set forth in Request for Bids #1965-19 and to be in the best interest of the City; and

WHEREAS, the online phosphate analyzers come with a two year manufacturer's warranty, a copy of which is attached to this Resolution; and

WHEREAS, City Staff intends to install the online phosphate analyzers and sample preparation system.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to issue a purchase order to Mulcahy Shaw Water in the amount of \$46,639.78 for two Xylem/YSI P700IQ phosphate analyzers, two sample preparation systems, associated mounting hardware, and twelve (12) months of reagents and cleaning solutions which incorporates the two year manufacturer's warranty on the phosphate analyzers, and are authorized to draw funds from the following account for the payment of that purchase order:

Wastewater-Sanitary Sewer Maintenance Equipment	
Replacement-Acct. No. 60134110-649200	\$46,639.78

Public Works

BE IT FURTHER RESOLVED: That to avoid any appearance of serial purchasing, the appropriate City officials are also hereby authorized to issue a purchase order to Viking Electric for the necessary electrical and instrument hardware in order for Staff to complete the installation of the phosphate analyzer and associated equipment and are authorized to draw funds from the following account:

Wastewater-Sanitary Sewer Maintenance Equipment Replacement-Acct. No. 60134110-649200	\$2,500.00
--	------------

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw up to \$5,300 from Wastewater-Sanitary Sewer Maintenance Equipment Replacement Acct. No. 60134110-649200 as a contingency regarding this project. The appropriate City officials are authorized to draw funds for expenses that are integral to the completion of this project.

BE IT FURTHER RESOLVED: That the authorization to draw up to \$5,300 as a contingency regarding this project shall not constitute the Council's consent to any legal obligation or to constitute the Council's agreement to forego exercising any legal right.

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



a xylem brand

IQ SensorNet System

WARRANTY

The YSI IQSN Instrument Modules and Controllers (MIQ/TC 2020 XT, DIQ/S 182, DIQ/S 282(4), MIQ/JB, MIQ/PS, MIQ/ C6, MIQ/CR3, etc) are warranted for three (3) years from date of shipment against defects in materials and workmanship. IQSN field cables (SACIQ,SNCIQ) are warranted for one (1) year from date of shipment against defects in material and workmanship. IQSN sensors (SensoLyt, FDO, Trioxmatic, Varion, AmmoLyt, NitraLyt, UV Sensors, Tetracon, ViSolid, VisoTurb, P700, etc) are warranted for two(2) years from date of shipment against defects in material and workmanship (sensor consumables are not included). Within the warranty period, YSI will repair or replace, at its sole discretion, any product that YSI determines to be covered by this warranty.

To exercise this warranty, call your local YSI representative, or contact YSI Customer Service in Yellow Springs, Ohio at +1 937 767-7241, 800-897-4151 or visit www.YSI.com (Support tab) for a Product Return Form. Send the product and proof of purchase, transportation prepaid, to the Authorized Service Center selected by YSI. Repair or replacement will be made and the product returned, transportation prepaid. Repaired or replaced products will have a 90 day warranty from the date of repair or replacement or for the balance of the original warranty period, whichever is longer.

LIMITATION OF WARRANTY

This Warranty does not apply to any YSI product damage or failure caused by.

1. Failure to install, operate or use the product in accordance with YSI's written instructions
2. Abuse or misuse of the product
3. Failure to maintain the product in accordance with YSI's written instructions or standard industry procedure
4. Any improper repairs to the product
5. Use by you of defective or improper components or parts in servicing or repairing the product
6. Modification of the product in any way not expressly authorized by YSI

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YSI's LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY. IN NO EVENT SHALL YSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing a storm sewer easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Storm Sewer Easement for the City to construct a storm sewer at the following location:

Boonsai Yang and Pachia Lee, 2315 Pershing Avenue, Sheboygan, WI

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

STORM SEWER EASEMENT

THIS INDENTURE, made this day of 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 304
Sheboygan WI 53081-4442

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-Sheboygan County
My commission expires 6-19-2023

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 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.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

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

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing a storm sewer easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Storm Sewer Easement for the City to construct a storm sewer at the following location:

Andrew W. Molenda, 2401 Pershing Avenue, Sheboygan, WI

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

STORM SEWER EASEMENT

THIS INDENTURE, made this day of 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 304
Sheboygan WI 53081-4442

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.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. September 3, 2019.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Robert Holtz, 2335 Mayflower Avenue, Sheboygan, WI

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day _____, 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
Sheboygan WI 53081-4442
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.

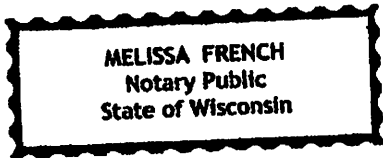
Robert Holtz

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
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 _____ day of _____, 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.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
September 3, 2019.

Your Committee to whom was referred Res. No. 68-19-20 by Alderpersons Donohue and Bohren approving an amendment to the Project Plan of Tax Incremental District No. 12, City of Sheboygan, Wisconsin; recommends adopting the Resolution.

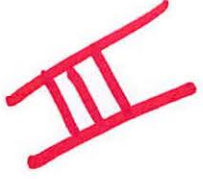
ref

_____ 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



Res. No. 68 - 19 - 20. By Alderpersons Donohue and Bohren.
August 19, 2019.

A RESOLUTION approving an amendment to the Project Plan of Tax Incremental District No. 12, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 12 (the "District") was created by the City on February 21, 2000 as a blighted area district; and

WHEREAS, the City now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of § 66.1105, Wis. Stats. (the "Tax Increment Law"); and

WHEREAS, such Amendment will allow excess revenue to be transferred to Tax Incremental District No. 17 (the "Recipient District") as permitted under § 66.1105(6)(f)2, Wis. Stats.; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in §§ 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wis. Stats., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with § 66.1105(4)(f), Wis. Stats.; and

*Finances
Personnel
adopt.*

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on August 13, 2019 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District named "Tax Incremental District No. 12, City of Sheboygan" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Common Council finds and declares that:
 - (a) There are no additional improvements as a result of this amendment.
 - (b) The amount of retail business will not change as a result of this amendment.
 - (c) Under the amended Project Plan, excess tax increments will be transferred to the Recipient District.
 - (d) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 - (e) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
 - (f) The Recipient District is a blighted area district which qualifies it as an eligible recipient of excess revenue.

4. The Project Plan for "Tax Incremental District No. 12, City of Sheboygan" (attached as Exhibit A), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

James A. Bohren

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



August 5, 2019

Project Plan for the Project Plan Amendment of Tax Incremental District No. 12 In Order to Share Increment With Tax Incremental District No. 17



Organizational Joint Review Board Meeting Held:	Scheduled for: August 13, 2019
Public Hearing Held:	Scheduled for: August 13, 2019
Consideration for Adoption by Plan Commission:	Scheduled for: August 13, 2019
Consideration for Adoption by Common Council:	Scheduled for: September 3, 2019
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD

Tax Incremental District No. 12 Project Plan Amendment

City of Sheboygan Officials

Common Council

Mike Vandersteen	City Mayor
Barb Felde	Council Member
Todd Wolf	Council Member
Mary Lynne Donohue	Council Member
Betty Ackley	Council Member
Markus Savaglio	Council Member
Dean Dekker	Council Member
Rose Phillips	Council Member
Ryan Sorenson	Council Member
Trey Mitchell	Council Member
Jim Bohren	Council Member

City Staff

Meredith DeBruin	City Clerk
Darrell Hofland	Administrator
Chad Pelishek	Director of Planning & Development
Marty Halverson	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

City Representative
Sheboygan County
Lakeshore Technical College District
Sheboygan Area School District
Public Member

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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 12 (The “TID” or “Donor District” or “District”) is an existing blighted area district, created by a resolution of the City of Sheboygan (“City”) Common Council adopted on February 21, 2000 (the “Creation Resolution”).

Type of District, Size and Location

Tax Incremental District (“TID”) No. 17 (The “Recipient District”) is an existing rehabilitation - conservation district, created by a resolution of the Common Council adopted on August 20, 2018.

Amendments

The Donor District was previously amended on August 6, 2007, whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. This amendment was the first of four territory amendments permitted for this District.

The Donor District was also previously amended on August 6, 2012, whereby a resolution was adopted to allow the District to share surplus increment with TID No. 6.

Purpose of this Amendment

Allow for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2.

Estimated Total Project Expenditures.

The additional project costs to be incurred under this amendment are limited to the sharing of surplus increment with the Recipient District. It is expected that the Donor District will generate approximately \$1.9 million in increment that can be shared with the Recipient District during the eligible sharing period.

Economic Development

Authorizing the Donor District to share increments with the Recipient District will provide additional resources needed to assist the Recipient District in accomplishing the economic development goals set forth in its Project Plan. Without this assistance, it is unlikely this will happen, or will happen within the timeframe, or at the levels projected. The application of the Donor District’s surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

Expected Termination of District

The Donor District has a maximum statutory life of 27 years, and must close not later than February 21, 2027, resulting in a final collection of increment in budget year 2027. Considering only existing increment value and assuming no additional projects are undertaken the anticipated total cumulative revenues will exceed total liabilities by the year 2019, enabling the District to close eight years earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2019 to 2027.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:
 - Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in that District to achieve the objectives of its Project Plan.
 - In order to cover the increased expenses, in Recipient District, and to meet its goals, it is likely that revenue sharing from the Donor District will be necessary. Therefore, the City expects that “but for” this revenue sharing, the planned development in the Recipient District will not be fully realized.
 - **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor District and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient District is not likely to recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.a.*
2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
 - Approval of the ability to share increment with the Recipient District is necessary to enable that District to fully realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - Given that it is likely that the Recipient District will not achieve all of the objectives of its Project Plan or in the same manner without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.c.*
4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared a blighted area district based on the identification and classification of the property included within the District.
6. The Project Costs will not change as a result of this amendment.
7. There are no additional improvements as a result of this amendment.
8. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on February 21, 2000 by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 2000.

The District is a “Blighted Area District,” created on a finding that at least 50%, by area, of the real property within the District was blighted, as defined in Wisconsin Statutes Section 66.1105(2)(ae)1.

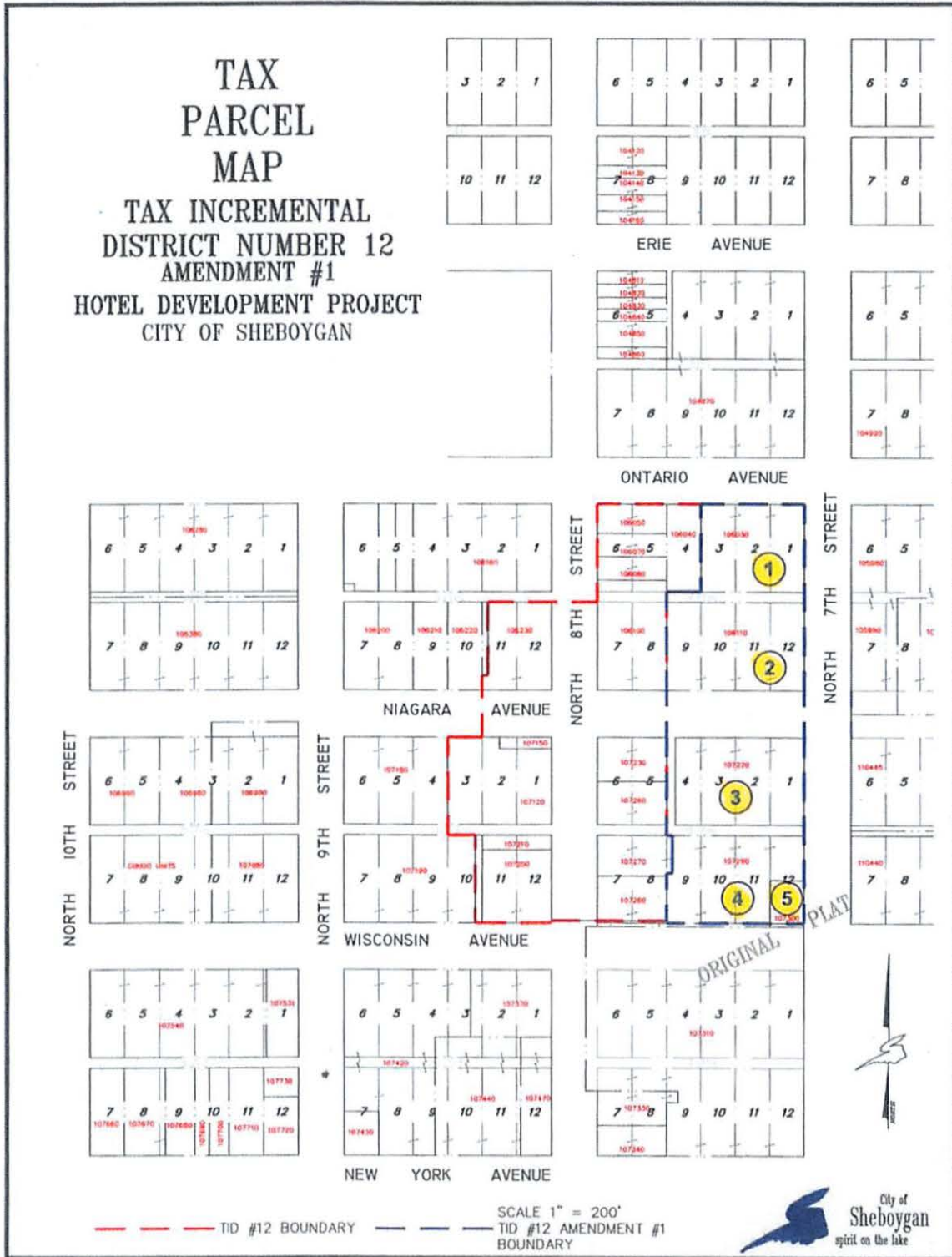
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four

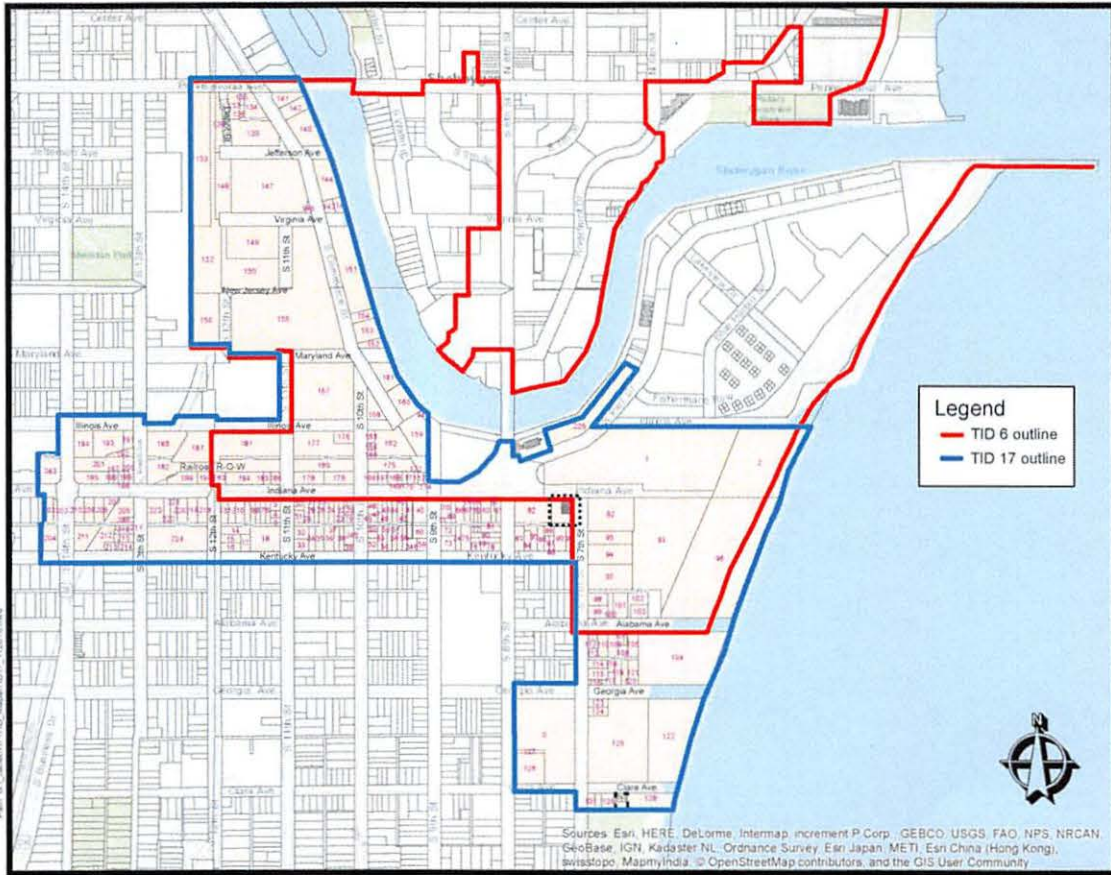
times during the life of the District. The boundaries of the Donor District have been amended once prior to this Amendment. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains a blighted area district based on the identification and classification of the property included within the District.

SECTION 3:
 Maps of Current Districts Boundary





Path: G:_shared\TID_Maps\TID07_MXD\TID07.mxd

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Esri-Base, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Date: 11/08/2018

SECTION 4: Map Showing Existing Uses and Conditions

There will be no change to District boundaries, nor any changes to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 5: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 7: Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 8: Detailed List of Updated Project Costs

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105 which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The amendment takes place before collecting tax increments in excess of project costs, but not later than the allowable maximum life.
- The Exhibits following this section demonstrate that the Donor District is generating sufficient tax increments to pay for its project costs, and that surplus increments remain that can be allocated to pay some of the project costs of the Recipient District. Accordingly, the statutory criteria under which this amendment can be approved are met.

This amendment further allows for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2. The authority for this Amendment provides that the following are true:

- The Donor District cannot request or receive an extension to its maximum life.
- The Recipient District was created on a finding that not less than 50 percent, by area, of the real property within the District was in need or rehabilitation - conservation.

Development Assumptions

<div style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <h2 style="margin: 0;">City of Sheboygan, Wisconsin</h2> <h3 style="margin: 0;">Tax Increment District # 12</h3> <h4 style="margin: 0;">Development Assumptions</h4> </div>					
Construction Year		Actual	Annual Total	Construction Year	
17	2000-2016	6,347,100	6,347,100	2000-2016	17
18	2017	667,800	667,800	2017	18
19	2018		0	2018	19
20	2019		0	2019	20
21	2020		0	2020	21
22	2021		0	2021	22
23	2022		0	2022	23
24	2023		0	2023	24
25	2024		0	2024	25
26	2025		0	2025	26
Totals		<u>7,014,900</u>	<u>7,014,900</u>		

Notes:

Increment Revenue Projections

City of Sheboygan, Wisconsin									
Tax Increment District # 12									
Tax Increment Projection Worksheet									
Type of District	Blighted Area				Base Value	3,825,700			
District Creation Date	February 21, 2000				Appreciation Factor	0.00%			
Valuation Date	Jan 1,		2000		Current Tax Rate	\$24.87			
Max Life (Years)	27				Rate Adjustment Factor	0.00%			
Expenditure Period/Termination	22		2/21/2022		Tax Exempt Discount Rate	0.00%			
Revenue Periods/Final Year	26		2027		Taxable Discount Rate	0.00%			
Extension Eligibility/Years	Yes		7						
Eligible Recipient District	Yes								

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
17 2000-2016	6,347,100	2017	0	6,347,100	2018	\$25.89	164,337
18 2017	677,800	2018	0	7,024,900	2019	\$24.87	174,704
19 2018	0	2019	0	7,024,900	2020	\$24.87	174,704
20 2019	0	2020	0	7,024,900	2021	\$24.87	174,704
21 2020	0	2021	0	7,024,900	2022	\$24.87	174,704
22 2021	0	2022	0	7,024,900	2023	\$24.87	174,704
23 2022	0	2023	0	7,024,900	2024	\$24.87	174,704
24 2023	0	2024	0	7,024,900	2025	\$24.87	174,704
25 2024	0	2025	0	7,024,900	2026	\$24.87	174,704
26 2025	0	2026	0	7,024,900	2027	\$24.87	174,704
Totals	7,024,900		0		Future Value of Increment		1,736,674

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin													
Tax Increment District # 12													
Cash Flow Projection Before Increment Sharing with TID 17													
Year	Projected Revenues				Expenditures					Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Exempt Computer Aid	Total Revenues	Series 2010B Taxable Series GO Bonds Dated Date: 06/23/10		Admin.	Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding	
					Principal	Interest							
2018	164,337	2,295	1,953	168,585	90,000	1,710	650	0	92,360	76,225	341,690		2018
2019	174,704			174,704			650		650	174,054	515,744		2019
2020	174,704			174,704			650		650	174,054	689,798		2020
2021	174,704			174,704			650		650	174,054	863,852		2021
2022	174,704			174,704			650		650	174,054	1,037,907		2022
2023	174,704			174,704			650		650	174,054	1,211,961		2023
2024	174,704			174,704			650		650	174,054	1,386,015		2024
2025	174,704			174,704			650		650	174,054	1,560,069		2025
2026	174,704			174,704			650		650	174,054	1,734,123		2026
2027	174,704			174,704			5,650		5,650	169,054	1,903,177		2027
Total	1,736,674	2,295	1,953	1,740,922			11,500	0	103,210				Total
Notes:										Projected TID Closure			

City of Sheboygan, Wisconsin

Tax Increment District # 12

Cash Flow Projection After Sharing with TID 17

Year	Projected Revenues				Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Exempt Computer Aid	Total Revenues	Series 2010B Taxable Series GO Bonds Dated Date: 06/23/10		Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding	
					Principal	Interest	Admin.					
2018	164,337	2,295	1,953	168,585	90,000	1,710	650	0	92,360	76,225	341,690	2018
2019	174,704			174,704			650	515,744	516,394	(341,690)	0	2019
2020	174,704			174,704			650	174,054	174,704	0	0	2020
2021	174,704			174,704			650	174,054	174,704	0	0	2021
2022	174,704			174,704			650	174,054	174,704	0	1	2022
2023	174,704			174,704			650	174,054	174,704	0	1	2023
2024	174,704			174,704			650	174,054	174,704	0	1	2024
2025	174,704			174,704			650	174,054	174,704	0	1	2025
2026	174,704			174,704			650	174,054	174,704	0	1	2026
2027	174,704			174,704			5,650	169,054	174,704	0	1	2027
Total	1,736,674	2,295	1,953	1,740,922			11,500	1,903,176	2,006,386			Total

Notes:

Projected TID Closure

City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection Before Donations from TID 17 and TID 13

Year	Projected Revenues					Expenditures										Balances								
	Tax	Interest Earnings/ (Cost)	Capitalized Interest	Grants and other funds on hand	Total Revenues	G.O. Bond 3,860,000		G.O. Bond 5,855,000		G.O. Bond 2,925,000		G.O. Bond 1,545,000		G.O. Bond 5,175,000		Developer Incentives	Badger State Lots Incentive	Revolving Project Costs Loan Program	Admin	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives	
						Dated Date: 07/29/19	Interest	Dated Date: 08/01/20	Interest	Dated Date: 06/01/21	Interest	Dated Date: 08/01/22	Interest	Dated Date: 08/01/23	Interest									
2018	0.25%				0	12/1																		
2019			134,579	0	134,579																			
2020		51,000	204,925		255,925																			
2021	183,376	539	117,000		300,915																			
2022	931,888	479	67,525		999,892	50,000	128,800																	
2023	666,496	629	254,750		921,875	160,000	99,300	50,000	204,925															
2024	915,189	1,178			916,367	165,000	94,500	100,000	201,175	50,000	117,000													
2025	1,101,708	485			1,102,193	170,000	89,550	150,000	196,675	100,000	115,000	75,000	87,525	75,000	258,750	75,000	62,173							
2026	1,318,218	(418)			1,317,800	175,000	84,450	200,000	184,425	105,000	111,000	75,000	84,150	100,000	255,000	150,000	62,173							
2027	1,317,966	(1,203)			1,316,763	180,000	79,200	225,000	187,415	110,000	106,000	75,000	80,775	150,000	250,000	150,000	62,173							
2028	1,187,705	(2,017)			1,185,688	180,000	73,800	250,000	178,550	125,000	102,400	100,000	77,400	160,000	242,500	150,000	62,173							
2029	1,436,920	(4,820)			1,432,100	190,000	68,100	275,000	176,800	155,000	97,400	125,000	72,900	170,000	244,500	175,000	62,173							
2030	1,586,659	(8,152)			1,578,507	200,000	62,250	300,000	181,175	160,000	91,200	150,000	67,275	180,000	228,000	175,000	62,173							
2031	1,586,659	(4,577)			1,582,082	210,000	56,200	325,000	156,675	165,000	84,800	175,000	60,525	190,000	217,000	175,000	62,173							
2032	1,586,659	(4,938)			1,581,721	215,000	49,950	350,000	139,300	170,000	78,200	180,000	52,650	200,000	207,500	175,000	62,173							
2033	1,586,659	(5,677)			1,580,982	225,000	41,500	375,000	127,050	175,000	71,400	185,000	44,550	210,000	193,500	200,000								
2034	1,586,659	(6,415)			1,580,246	230,000	34,750	400,000	113,925	180,000	64,400	190,000	36,225	220,000	186,250	250,000								
2035	1,586,659	(7,171)			1,579,488	240,000	28,650	425,000	99,925	185,000	57,200	200,000	27,675	230,000	174,750	300,000								
2036	1,586,659	(8,315)			1,578,343	245,000	22,850	450,000	85,950	190,000	49,800	205,000	18,675	240,000	162,250	325,000								
2037	1,586,659	(9,321)			1,577,338	250,000	15,900	475,000	69,300	200,000	42,200	210,000	8,450	250,000	147,250	325,000								
2038	1,586,659	(10,767)			1,576,892	260,000	7,900	500,000	52,675	205,000	34,200		0	260,000	111,000	325,000								
2039	1,586,659	(11,523)			1,575,149			500,000	35,175	210,000	26,000		0	400,000	113,500									
2040	1,586,659	(10,802)			1,575,857			525,000	17,675	215,000	17,600		0	400,000	93,500			5,000,000						
2041	1,586,659	(22,528)			1,564,131					225,000	9,000		0	470,000	71,000									
2042	1,586,659	(20,675)			1,565,984								0	475,000	47,500									
2043	1,586,659	(18,080)			1,568,573									475,000	23,750									
2044	1,586,659	(15,432)			1,571,227																			
2045	1,586,659	(11,548)			1,575,115																			
2046	1,586,659	(7,607)			1,579,052																			
Total	95,984,580	(180,855)	852,779	0	96,656,504	8,960,000	1,245,760	8,855,000	2,801,750	2,625,000	1,029,600	1,945,000	894,625	5,175,000	3,498,250	3,000,000	699,448	30,000	5,000,000	185,256	38,128,889			Total

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Projected TID Closure

City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection After Donations from TID 12 and TID 13

Year	Predicted Revenues						Expenditures										Balances			Year								
	Tax increments	Interest Earnings (E-00)	Capitalized Interest	Grants and other funds on hand	TID #12 Donation	TID #13 Donation	G.O. Bond 3,960,000		G.O. Bond 3,853,000		G.O. Bond 2,925,000		G.O. Bond 1,945,000		G.O. Bond 5,175,000		Developer Incentives	Balger State Lots Development Incentive	Revolving Project Costs Loan Program		Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives			
							Dated Date: 07/20/13	Principal	Interest	Dated Date: 06/01/20	Principal	Interest	Dated Date: 06/01/21	Principal	Interest	Dated Date: 06/01/22										Principal	Interest	Dated Date: 06/01/23
2018		0.2%																				0	0	0	22,260,000	2018		
2019	866,496	7,874	134,579	0	915,748	808,318	1,258,642															30,000	0	0	1,228,642	1,228,642	22,260,000	2019
2020	915,189	8,644	174,054	0	1,101,708	1,016,174	1,544,962															0	5,106	5,106	1,440,948	1,440,948	22,260,000	2020
2021	1,011,708	10,176	174,054	0	1,288,238	1,203,704	1,839,422															0	5,202	10,308	1,643,250	1,643,250	22,260,000	2021
2022	1,137,966	11,548	189,054	0	1,387,526	1,302,992	2,029,480															0	5,306	15,614	1,848,564	1,848,564	22,260,000	2022
2023	1,281,706	12,817	199,054	0	1,541,574	1,456,528	2,231,538															0	5,412	21,026	2,059,590	2,059,590	22,260,000	2023
2024	1,448,496	14,484	209,054	0	1,727,924	1,642,878	2,448,602															0	5,520	26,546	2,277,136	2,277,136	22,260,000	2024
2025	1,639,924	16,399	219,054	0	1,948,378	1,863,332	2,671,676															0	5,630	32,176	2,500,312	2,500,312	22,260,000	2025
2026	1,858,496	18,585	229,054	0	2,197,126	2,112,080	2,907,750															0	5,742	37,918	2,739,230	2,739,230	22,260,000	2026
2027	2,108,496	21,085	239,054	0	2,467,626	2,382,580	3,157,824															0	5,856	43,774	3,000,004	3,000,004	22,260,000	2027
2028	2,395,496	23,955	249,054	0	2,853,546	2,768,500	3,424,898															0	5,972	49,746	3,290,750	3,290,750	22,260,000	2028
2029	2,724,496	27,245	259,054	0	3,361,790	3,276,744	3,709,972															0	6,090	55,836	3,610,586	3,610,586	22,260,000	2029
2030	3,102,496	31,025	269,054	0	3,993,570	3,908,524	4,025,048															0	6,210	62,046	4,072,632	4,072,632	22,260,000	2030
2031	3,538,496	35,385	279,054	0	4,772,924	4,687,878	4,702,952															0	6,332	68,378	4,641,010	4,641,010	22,260,000	2031
2032	4,044,496	40,445	289,054	0	5,716,978	5,631,932	5,646,986															0	6,456	74,834	5,296,844	5,296,844	22,260,000	2032
2033	4,632,496	46,325	299,054	0	6,856,872	6,771,826	6,786,880															0	6,582	81,416	6,108,260	6,108,260	22,260,000	2033
2034	5,314,496	53,145	309,054	0	8,212,726	8,127,680	8,142,734															0	6,710	88,126	7,090,386	7,090,386	22,260,000	2034
2035	6,102,496	61,025	319,054	0	9,814,626	9,729,580	9,744,634															0	6,840	95,066	8,312,452	8,312,452	22,260,000	2035
2036	7,008,496	70,085	329,054	0	11,686,626	11,601,580	11,616,634															0	6,972	102,238	9,654,690	9,654,690	22,260,000	2036
2037	8,044,496	80,445	339,054	0	13,856,626	13,771,580	13,786,634															0	7,106	109,654	11,146,344	11,146,344	22,260,000	2037
2038	9,232,496	92,325	349,054	0	16,442,626	16,357,580	16,372,634															0	7,242	117,396	12,898,740	12,898,740	22,260,000	2038
2039	10,584,496	105,845	359,054	0	19,484,626	19,399,580	19,414,634															0	7,380	125,476	14,913,216	14,913,216	22,260,000	2039
2040	12,112,496	121,125	369,054	0	23,026,626	22,941,580	22,956,634															0	7,520	133,496	17,247,712	17,247,712	22,260,000	2040
2041	13,828,496	138,285	379,054	0	27,112,626	27,027,580	27,042,634															0	7,662	141,456	19,859,168	19,859,168	22,260,000	2041
2042	15,744,496	157,445	389,054	0	31,874,626	31,789,580	31,804,634															0	7,806	149,356	22,720,524	22,720,524	22,260,000	2042
2043	17,872,496	178,725	399,054	0	37,356,626	37,271,580	37,286,634															0	7,952	157,196	25,971,620	25,971,620	22,260,000	2043
2044	20,224,496	202,245	409,054	0	43,612,626	43,527,580	43,542,634															0	8,100	165,076	29,622,696	29,622,696	22,260,000	2044
2045	22,808,496	228,085	419,054	0	50,774,626	50,689,580	50,704,634															0	8,250	172,996	33,694,692	33,694,692	22,260,000	2045
2046	25,536,496	255,365	429,054	0	58,884,626	58,799,580	58,814,634															0	8,402	180,956	38,196,648	38,196,648	22,260,000	2046
Total	35,944,960	359,449	802,779	0	1,903,176	1,818,130	1,833,184	3,960,000	3,853,000	2,925,000	1,945,000	5,175,000	3,498,250	1,000,000	696,648	30,000	5,000,000	181,254	18,214,900	0	0	0	0	18,214,900	18,214,900	22,260,000	Total	

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Projected TID Closure

SECTION 10: Annexed Property

No territory will be added or subtracted from the District as a result of this amendment.

SECTION 11: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 13: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes chapter 32.

SECTION 14: Orderly Development and/or Redevelopment of the City of Sheboygan

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 15: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

Examples would include: -

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 16:
Opinion of Attorney for the City of Sheboygan Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

August 6, 2019

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 12 Amendment

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2018		Percentage		
County		13,587,854			20.16%	
Technical College		2,114,616			3.14%	
Municipality		27,724,221			41.14%	
School District of Sheboygan Area		23,970,770			35.57%	
Total		67,397,461				
				School District of Sheboygan Area		
Revenue Year	County	Technical College	Municipality	Area	Total	Revenue Year
2018	33,132	5,156	67,601	58,449	164,337	2018
2019	35,222	5,481	71,865	62,136	174,704	2019
2020	35,222	5,481	71,865	62,136	174,704	2020
2021	35,222	5,481	71,865	62,136	174,704	2021
2022	35,222	5,481	71,865	62,136	174,704	2022
2023	35,222	5,481	71,865	62,136	174,704	2023
2024	35,222	5,481	71,865	62,136	174,704	2024
2025	35,222	5,481	71,865	62,136	174,704	2025
2026	35,222	5,481	71,865	62,136	174,704	2026
2027	35,222	5,481	71,865	62,136	174,704	2027
	<u>350,127</u>	<u>54,489</u>	<u>714,388</u>	<u>617,670</u>	<u>1,736,674</u>	

Notes:
 The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

VIII

R. C. No. _____ - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
September 3, 2019.

Your Committee to whom was referred Res. No. 69-19-20 by Alderpersons
Donohue and Bohren approving an amendment to the Project Plan of Tax
Incremental District No. 13, City of Sheboygan, Wisconsin; 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

4.2

Res. No. 69 - 19 - 20. By Alderpersons Donohue and Bohren.
August 19, 2019.

A RESOLUTION approving an amendment to the Project Plan of Tax Incremental District No. 13, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 13 (the "District") was created by the City on November 21, 2005 as a blighted area district; and

WHEREAS, the City now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of § 66.1105, Wis. Stats. (the "Tax Increment Law"); and

WHEREAS, such Amendment will allow excess revenue to be transferred to Tax Incremental District No. 17 (the "Recipient District") as permitted under § 66.1105(6)(f)2, Wis. Stats.; and

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in §§ 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., Wis. Stats., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with § 66.1105(4)(f), Wis. Stats.; and

Finances
Personnel
adopt

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on August 13, 2019 held a public hearing concerning the proposed amendment to the Project Plan of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District named "Tax Incremental District No. 13, City of Sheboygan" remain unchanged.
2. That this Amendment is effective as of the date of adoption of this resolution.
3. The Common Council finds and declares that:
 - (a) There are no additional improvements as a result of this amendment.
 - (b) The amount of retail business will not change as a result of this amendment.
 - (c) Under the amended Project Plan, excess tax increments will be transferred to the Recipient District.
 - (d) The District and the Recipient District lie within the same overlapping taxing jurisdictions.
 - (e) The District has sufficient revenue to pay for all current Project Costs and has sufficient excess revenue to pay for eligible project costs of the Recipient District.
 - (f) The Recipient District is a blighted area district which qualifies it as an eligible recipient of excess revenue.

4. The Project Plan for "Tax Incremental District No. 13, City of Sheboygan" (attached as Exhibit A), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

James A. Bohrer

James A. Bohrer

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



August 5, 2019

Project Plan for the Project Plan Amendment of Tax Incremental District No. 13 In Order to Share Increment With Tax Incremental District No. 17



Organizational Joint Review Board Meeting Held:	Scheduled for: August 13, 2019
Public Hearing Held:	Scheduled for: August 13, 2019
Consideration for Adoption by Plan Commission:	Scheduled for: August 13, 2019
Consideration for Adoption by Common Council:	Scheduled for: September 3, 2019
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD

Tax Incremental District No. 13 Project Plan Amendment

City of Sheboygan Officials

Common Council

Mike Vandersteen

Barb Felde

Todd Wolf

Mary Lynne Donohue

Betty Ackley

Markus Savaglio

Dean Dekker

Rose Phillips

Ryan Sorenson

Trey Mitchell

Jim Bohren

City Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

City Staff

Meredith DeBruin

Darrell Hofland

Chad Pelishek

Marty Halverson

Charles C. Adams

City Clerk

Administrator

Director of Planning & Development

Finance Director

City Attorney

Joint Review Board

City Representative

Sheboygan County

Lakeshore Technical College District

Sheboygan Area School District

Public Member

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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 13 (The “TID” or “Donor District” or “District”) is an existing blighted area district, created by a resolution of the City of Sheboygan (“City”) Common Council adopted on November 21, 2005 (the “Creation Resolution”).

Type of District, Size and Location

Tax Incremental District (“TID”) No. 17 (The “Recipient District”) is an existing rehabilitation - conservation district, created by a resolution of the Common Council adopted on August 20, 2018.

Amendments

The Donor District was previously amended on September 18, 2017, whereby a resolution was adopted to amend the list of projects to be undertaken.

Purpose of this Amendment

Allow for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2.

Estimated Total Project Expenditures.

The additional project costs to be incurred under this amendment are limited to the sharing of surplus increment with the Recipient District. It is expected that the Donor District will generate approximately \$6 million in increment that can be shared with the Recipient District during the eligible sharing period.

Economic Development

Authorizing the Donor District to share increments with the Recipient District will provide additional resources needed to assist the Recipient District in accomplishing the economic development goals set forth in its Project Plan. Without this assistance, it is unlikely this will happen, or will happen within the timeframe, or at the levels projected. The application of the Donor District’s surplus increment, as permitted by Wisconsin Statutes, promotes the overall economic development of the City to the benefit of all overlapping taxing jurisdictions.

Expected Termination of District

The Donor District has a maximum statutory life of 27 years, and must close not later than November 21, 2032, resulting in a final collection of increment in budget year 2033. Considering only existing increment value and assuming no additional projects are undertaken the anticipated total cumulative revenues will exceed total liabilities by the year 2019, enabling the District to close fourteen years earlier than its maximum life. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2019 to 2033.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the Donor District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:
 - Current and projected tax increment collections for the Recipient District will be insufficient to pay for project costs already incurred and/or the additional projects that need to be completed in that District to achieve the objectives of its Project Plan.
 - In order to cover the increased expenses, in Recipient District, and to meet its goals, it is likely that revenue sharing from the Donor District will be necessary. Therefore, the City expects that “but for” this revenue sharing, the planned development in the Recipient District will not be fully realized.
 - **That “but for” amendment of the Donor District’s Project Plan, the economic development objectives of the Recipient District’s Project Plan will not be achieved.** In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider “whether the development expected in the tax incremental district would occur without the use of tax incremental financing,” customarily referred to as the “but for” test. Since the purpose of this amendment is solely to allow for the sharing of the Donor District’s increment with the Recipient District, this test cannot be applied in the conventional way. The Joint Review Board has previously concluded, in the case of both the Donor District and the Recipient District, that the “but for” test was met. As demonstrated in the Economic Feasibility section of this Project Plan Amendment, the Recipient District is not likely to recover its Project Costs without the receipt of shared increment from the Donor District. This would create a significant financial burden for City taxpayers, and since all taxing jurisdictions will ultimately share in the benefit of the redevelopment projects and increased tax base, it is appropriate for all taxing jurisdictions to continue to share in the costs to implement them. Accordingly, the City finds that it is reasonable to conclude the “but for” test continues to be satisfied. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.a.*
2. **The economic benefits of amending the Donor District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
 - Approval of the ability to share increment with the Recipient District is necessary to enable that District to fully realize the economic benefits projected in its Project Plan. Since the Donor District is generating sufficient increment to pay for its project costs, and has surplus increment available to pay for some of the project costs of the Recipient District, the economic benefits that have already been generated are more than sufficient to compensate for the cost of improvements in the Donor and Recipient Districts.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - Given that it is likely that the Recipient District will not achieve all of the objectives of its Project Plan or in the same manner without the ability to share in the surplus increments of the Donor District (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended. *Finding Required by Wisconsin Statutes Section 66.1105(4m)(c)1.c.*
4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District, as amended, is a blighted area within the meaning of Wisconsin Statutes Section 66.1105(2)(ae)1.
5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared a blighted area district based on the identification and classification of the property included within the District.
6. The Project Costs will not change as a result of this amendment.
7. There are no additional improvements as a result of this amendment.
8. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District’s maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on November 21, 2005 by resolution of the Common Council. The District’s valuation date, for purposes of establishing base value, was January 1, 2006.

The District is a “Blighted Area District,” created on a finding that at least 50%, by area, of the real property within the District was blighted, as defined in Wisconsin Statutes Section 66.1105(2)(ae)1.

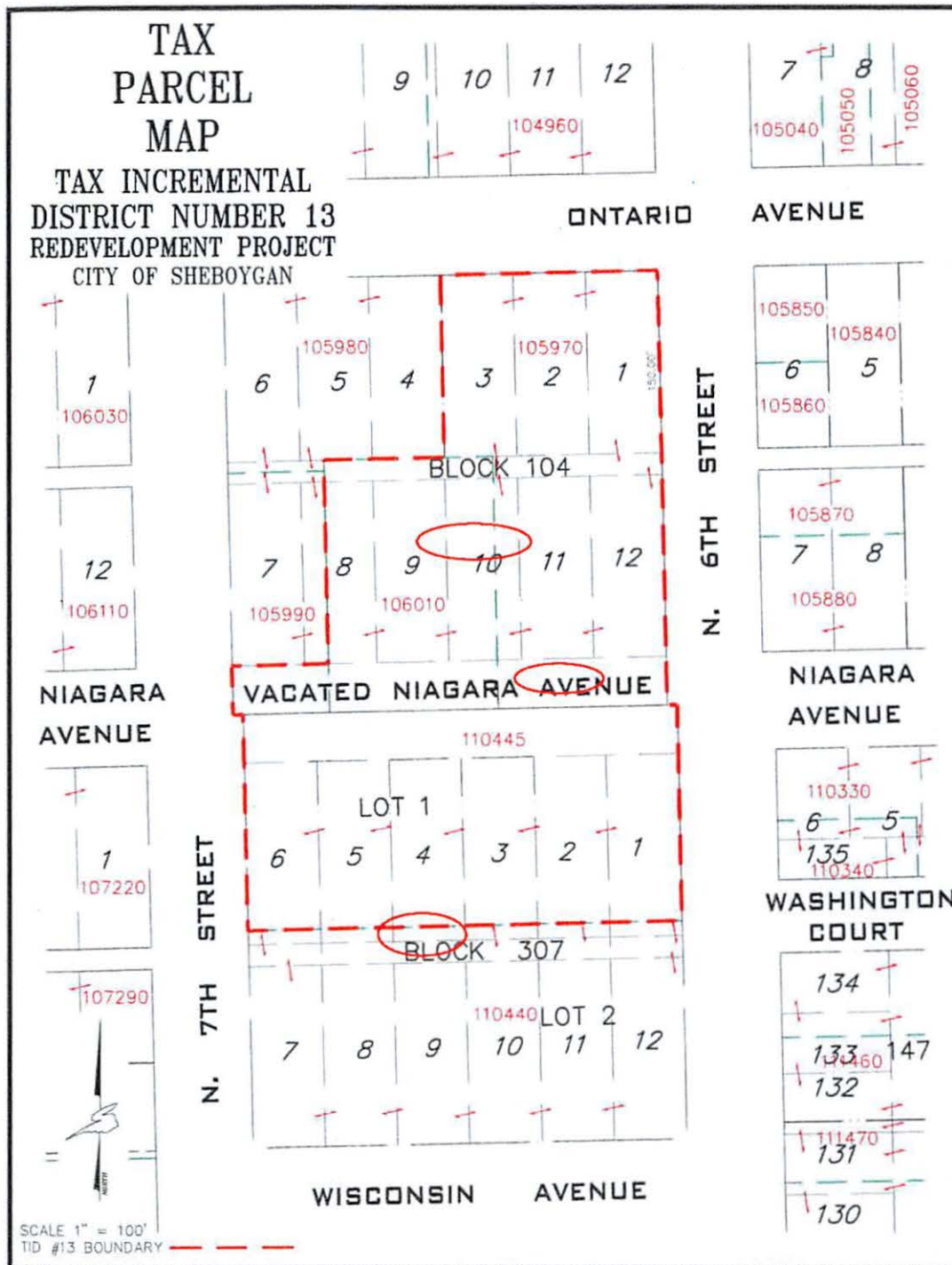
Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the Donor District have not previously been

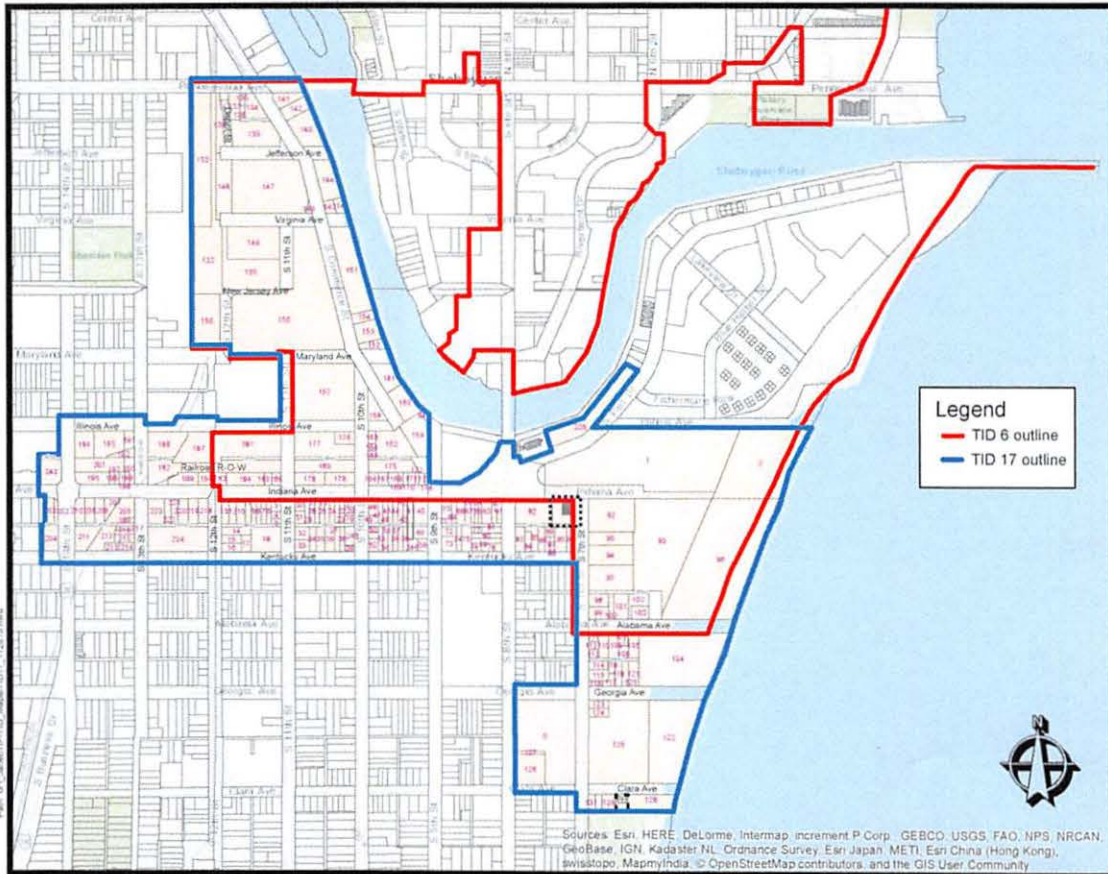
amended. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains a blighted area district based on the identification and classification of the property included within the District.

SECTION 3:
 Maps of Current Districts Boundary





Path: G:_shared\TID_Maps\TID01_112018.mxd

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Date: 11/29/2018

SECTION 4: Map Showing Existing Uses and Conditions

There will be no change to District boundaries, nor any changes to the existing uses and conditions within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 5: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 7: Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as a result of this amendment. A copy of this map can be found in the Original and/or Amended Project Plan Documents.

SECTION 8: Detailed List of Project Costs

This amendment provides the authority for the Donor District to allocate surplus increments with the Recipient District. No other additional project costs are involved, and the statement of kind, number and location of proposed public works and other projects as documented in the Original and/or Amended Project Plan Documents remains in effect.

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This Project Plan Amendment allows the Donor District to allocate positive tax increments to the Recipient District. The authority for this Amendment is Wisconsin Statutes Section 66.1105 which provides for the allocation of increments providing that the following are true:

- The Donor District, the positive tax increments of which are to be allocated, and the Recipient District have the same overlying taxing jurisdictions.
- The allocation of tax increments is approved by the Joint Review Board.
- The amendment takes place before collecting tax increments in excess of project costs, but not later than the allowable maximum life.
- The Exhibits following this section demonstrate that the Donor District is generating sufficient tax increments to pay for its project costs, and that surplus increments remain that can be allocated to pay some of the project costs of the Recipient District. Accordingly, the statutory criteria under which this amendment can be approved are met.

This amendment further allows for the Donor District to share surplus increments with the Recipient District under the provisions of Wisconsin Statutes Section 66.1105(6)(f)2. The authority for this Amendment provides that the following are true:

- The Donor District cannot request or receive an extension to its maximum life.
- The Recipient District was created on a finding that not less than 50 percent, by area, of the real property within the District was in need or rehabilitation - conservation.

Development Assumptions

<div style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <h2 style="margin: 0;">City of Sheboygan, Wisconsin</h2> <h3 style="margin: 0;">Tax Increment District # 13</h3> <h4 style="margin: 0;">Development Assumptions</h4> </div>					
Construction Year		Actual	Annual Total	Construction Year	
11	2006-2016	12,800,800	12,800,800	2006-2016	11
12	2017	2,800,200	2,800,200	2017	12
13	2018		0	2018	13
14	2019		0	2019	14
15	2020		0	2020	15
16	2021		0	2021	16
17	2022		0	2022	17
18	2023		0	2023	18
19	2024		0	2024	19
20	2025		0	2025	20
21	2026		0	2026	21
22	2027		0	2027	22
23	2028		0	2028	23
24	2029		0	2029	24
25	2030		0	2030	25
26	2031		0	2031	26
Totals		<u>15,601,000</u>	<u>15,601,000</u>		

Notes:

Increment Revenue Projections

City of Sheboygan, Wisconsin

Tax Increment District # 13

Tax Increment Projection Worksheet

Type of District	Blighted Area	Base Value	0
District Creation Date	November 21, 2005	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2006	Current Tax Rate	\$24.87
Max Life (Years)	27	Rate Adjustment Factor	0.00%
Expenditure Period/Termination	22 11/21/2027	Tax Exempt Discount Rate	0.00%
Revenue Periods/Final Year	26 2033	Taxable Discount Rate	0.00%
Extension Eligibility/Years	Yes 6		
Eligible Recipient District	Yes		

	Construction		Valuation		Inflation		Total		Tax Rate	Tax Increment
	Year	Value Added	Year	Increment	Year	Increment	Revenue Year	Increment		
11	2016	12,800,800	2017	0	2018	0	2018	12,800,800	\$25.89	331,434
12	2017	2,800,200	2018	0	2019	0	2019	15,601,000	\$24.87	387,985
13	2018	0	2019	0	2020	0	2020	15,601,000	\$24.87	387,985
14	2019	0	2020	0	2021	0	2021	15,601,000	\$24.87	387,985
15	2020	0	2021	0	2022	0	2022	15,601,000	\$24.87	387,985
16	2021	0	2022	0	2023	0	2023	15,601,000	\$24.87	387,985
17	2022	0	2023	0	2024	0	2024	15,601,000	\$24.87	387,985
18	2023	0	2024	0	2025	0	2025	15,601,000	\$24.87	387,985
19	2024	0	2025	0	2026	0	2026	15,601,000	\$24.87	387,985
20	2025	0	2026	0	2027	0	2027	15,601,000	\$24.87	387,985
21	2026	0	2027	0	2028	0	2028	15,601,000	\$24.87	387,985
22	2027	0	2028	0	2029	0	2029	15,601,000	\$24.87	387,985
23	2028	0	2029	0	2030	0	2030	15,601,000	\$24.87	387,985
24	2029	0	2030	0	2031	0	2031	15,601,000	\$24.87	387,985
25	2030	0	2031	0	2032	0	2032	15,601,000	\$24.87	387,985
26	2031	0	2032	0	2033	0	2033	15,601,000	\$24.87	387,985
Totals		15,601,000		0		0		Future Value of Increment		6,151,214

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin											
Tax Increment District # 13											
Cash Flow Projection Before Sharing with TID 17											
Year	Projected Revenues			Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Developer Grants	Admin.	Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2018	331,434	1,782	333,216	390,000	650		390,650	(57,434)	220,983		2018
2019	387,985		387,985		650		650	387,335	608,318		2019
2020	387,985		387,985		650		650	387,335	995,654		2020
2021	387,985		387,985		650		650	387,335	1,382,989		2021
2022	387,985		387,985		650		650	387,335	1,770,324		2022
2023	387,985		387,985		650		650	387,335	2,157,659		2023
2024	387,985		387,985		650		650	387,335	2,544,995		2024
2025	387,985		387,985		650		650	387,335	2,932,330		2025
2026	387,985		387,985		650		650	387,335	3,319,665		2026
2027	387,985		387,985		650		650	387,335	3,707,001		2027
2028	387,985		387,985		650		650	387,335	4,094,336		2028
2029	387,985		387,985		650		650	387,335	4,481,671		2029
2030	387,985		387,985		650		650	387,335	4,869,006		2030
2031	387,985		387,985		650		650	387,335	5,256,342		2031
2032	387,985		387,985		650		650	387,335	5,643,677		2032
2033	387,985		387,985		5,650		5,650	382,335	6,026,012		2033
Total	6,151,214	1,782	6,152,996	390,000	15,400	0	405,400				Total
Notes:										Projected TID Closure	

City of Sheboygan, Wisconsin

Tax Increment District # 13

Cash Flow Projection After Sharing with TID 17

Year	Projected Revenues			Expenditures				Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Developer Grants	Admin.	Share Payments to TID #17	Total Expenditures	Annual	Cumulative	Principal Outstanding	
2018	331,434	1,782	333,216	390,000	650		390,650	(57,434)	220,983		2018
2019	387,985		387,985		650	608,318	608,968	(220,983)	0		2019
2020	387,985		387,985		650	387,335	387,985	(0)	0		2020
2021	387,985		387,985		650	387,335	387,985	0	0		2021
2022	387,985		387,985		650	387,335	387,985	(0)	0		2022
2023	387,985		387,985		650	387,335	387,985	(0)	0		2023
2024	387,985		387,985		650	387,336	387,986	(0)	(0)		2024
2025	387,985		387,985		650	387,335	387,985	0	0		2025
2026	387,985		387,985		650	387,335	387,985	(0)	0		2026
2027	387,985		387,985		650	387,335	387,985	(0)	0		2027
2028	387,985		387,985		650	387,335	387,985	0	0		2028
2029	387,985		387,985		650	387,335	387,985	(0)	0		2029
2030	387,985		387,985		650	387,335	387,985	0	0		2030
2031	387,985		387,985		650	387,335	387,985	(0)	0		2031
2032	387,985		387,985		650	387,335	387,985	(0)	0		2032
2033	387,985		387,985		5,650	382,335	387,985	0	0		2033
Total	6,151,214	1,782	6,152,996	390,000	15,400	6,026,012	6,431,412				Total

Notes: Projected TID Closure

City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection Before Donations from TID 12 and TID 13

Year	Projected Revenues					Expenditures										Balances									
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Grants and other funds on hand	Total Revenues	G.O. Bond 3,360,000		G.O. Bond 5,855,000		G.O. Bond 2,925,000		G.O. Bond 1,945,000		G.O. Bond 5,175,000		Developer Incentives	Budget/State Loans Development Incentive	Revolving Project Costs Loan Program Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives	Year		
						Dated Date: 07/29/19	Interest	Dated Date: 08/01/20	Interest	Dated Date: 08/01/21	Interest	Dated Date: 08/01/22	Interest	Dated Date: 08/01/23	Interest										
2018	0.25%	0	0	0	0														0	0	0	22,260,000	2018		
2019			134,579	0	134,579													30,000	5,000	35,000	99,579	99,579	22,260,000	2019	
2020		51,000	204,925		255,925	134,960												0	5,100	140,060	115,805	215,444	22,260,000	2020	
2021		185,276	539		117,000	100,800				204,925									15,543	5,202	326,470	(23,454)	191,788	22,260,000	2021
2022		591,888	479	87,525	679,893	50,000	100,800			204,925	117,000								62,173	5,306	540,204	139,689	331,477	22,210,000	2022
2023		866,496	829	254,750	922,075	160,000	99,800	50,000	204,925		117,000								87,525	5,412	786,335	139,740	475,117	22,000,000	2023
2024		915,189	1,178		916,367	165,000	94,500	100,000	203,175	50,000	117,000								87,525	5,520	1,193,644	(277,377)	193,946	21,435,000	2024
2025		1,101,708	485		1,102,193	170,000	89,550	150,000	199,675	100,000	115,000								75,000	5,631	1,483,904	(901,111)	(167,171)	20,990,000	2025
2026		1,268,228	(418)		1,267,810	175,000	84,450	200,000	194,425	105,000	111,000								75,000	5,743	1,601,942	(914,132)	(481,802)	20,185,000	2026
2027		1,137,966	(1,203)		1,136,763	180,000	79,200	225,000	187,425	110,000	106,800								75,000	5,858	1,662,231	(928,448)	(806,771)	19,295,000	2027
2028		1,087,705	(2,017)		1,085,688	190,000	73,800	250,000	179,550	125,000	102,400								100,000	5,975	1,718,799	(1,011,111)	(1,139,881)	18,320,000	2028
2029		1,136,320	(2,850)		1,133,470	195,000	68,100	275,000	170,800	135,000	97,600								125,000	6,096	1,806,968	(272,897)	(1,412,778)	17,225,000	2029
2030		1,586,059	(13,102)		1,583,127	200,000	62,250	300,000	161,175	160,000	91,200								150,000	6,217	1,941,290	(258,169)	(1,670,842)	16,060,000	2030
2031		1,586,059	(8,177)		1,588,482	210,000	56,250	325,000	150,675	165,000	84,800								175,000	6,341	1,877,764	(295,283)	(1,966,229)	14,820,000	2031
2032		1,586,059	(4,916)		1,588,743	215,000	49,950	350,000	139,500	170,000	78,200								200,000	6,468	1,866,241	(308,499)	(1,270,722)	13,530,000	2032
2033		1,586,059	(5,677)		1,588,982	225,000	43,500	375,000	127,050	175,000	71,400								225,000	6,597	1,875,597	(296,615)	(2,569,338)	12,145,000	2033
2034		1,586,059	(6,418)		1,588,246	230,000	38,750	400,000	113,925	180,000	64,400								250,000	6,729	1,874,279	(344,194)	(3,909,314)	10,965,000	2034
2035		1,586,059	(7,273)		1,579,386	240,000	29,850	425,000	99,925	185,000	57,200								300,000	6,864	1,866,264	(414,876)	(5,326,259)	9,985,000	2035
2036		1,586,059	(8,110)		1,578,343	245,000	22,650	450,000	85,050	190,000	49,800								325,000	7,001	2,060,426	(482,069)	(6,808,333)	7,950,000	2036
2037		1,586,059	(8,923)		1,577,136	250,000	15,300	475,000	69,800	200,000	42,200								325,000	7,141	2,075,641	(488,509)	(8,306,839)	5,565,000	2037
2038		1,586,059	(10,767)		1,575,892	260,000	7,800	500,000	52,675	205,000	34,200								325,000	7,284	1,872,959	(297,067)	(8,603,906)	3,925,000	2038
2039		1,586,059	(11,510)		1,575,149			500,000	35,175	210,000	28,000								400,000	7,430	1,292,105	281,044	(4,326,858)	2,615,000	2039
2040		1,586,059	(10,800)		1,575,657			505,000	12,875	215,000	17,600								450,000	7,579	8,306,353	(4,130,496)	(9,011,851)	1,645,000	2040
2041		1,586,059	(22,620)		1,564,031					225,000	9,000								470,000	7,730	782,730	281,301	(8,272,054)	950,000	2041
2042		1,586,059	(20,673)		1,565,984														475,000	7,884	530,384	1,035,599	(7,338,451)	475,000	2042
2043		1,586,059	(18,064)		1,568,573														475,000	8,042	506,792	1,061,781	(6,172,674)	0	2043
2044		1,586,059	(15,430)		1,575,227														0	8,203	8,203	1,583,024	(4,609,952)	0	2044
2045		1,586,059	(11,524)		1,575,116														0	8,367	8,367	1,586,768	(1,040,803)	0	2045
2046		1,586,059	(7,407)		1,579,052														0	8,534	8,534	1,370,517	(1,472,869)	0	2046
Total		85,884,580	(181,820)	802,779	86,605,534	3,360,000	1,289,790	5,855,000	2,801,750	2,925,000	1,929,600	3,945,000	894,825	5,175,000	3,498,250	3,000,000	699,448	80,000	5,000,000	185,750	88,128,889			Total	

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Projected TID Closure

SECTION 10: Annexed Property

No territory will be added or subtracted from the District as a result of this amendment.

SECTION 11: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 13: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes chapter 32.

SECTION 14: Orderly Development and/or Redevelopment of the City of Sheboygan

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 15: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 16:
Opinion of Attorney for the City of Sheboygan Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

August 6, 2019

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 13 Amendment

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:
**Calculation of the Share of Projected Tax Increments
 Estimated to be Paid by the Owners of Property in the
 Overlying Taxing Jurisdictions**

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.													
Statement of Taxes Data Year:				2018	Percentage								
County				13,587,854	20.16%								
Technical College				2,114,616	3.14%								
Municipality				27,724,221	41.14%								
School District of Sheboygan Area				23,970,770	35.57%								
Total				67,397,461									
Revenue Year	County	Technical College	Municipality	School District of Sheboygan Area	Total	Revenue Year							
2018	66,820	10,399	136,337	117,879	331,434	2018							
2019	78,221	12,173	159,599	137,992	387,985	2019							
2020	78,221	12,173	159,599	137,992	387,985	2020							
2021	78,221	12,173	159,599	137,992	387,985	2021							
2022	78,221	12,173	159,599	137,992	387,985	2022							
2023	78,221	12,173	159,599	137,992	387,985	2023							
2024	78,221	12,173	159,599	137,992	387,985	2024							
2025	78,221	12,173	159,599	137,992	387,985	2025							
2026	78,221	12,173	159,599	137,992	387,985	2026							
2027	78,221	12,173	159,599	137,992	387,985	2027							
2028	78,221	12,173	159,599	137,992	387,985	2028							
2029	78,221	12,173	159,599	137,992	387,985	2029							
2030	78,221	12,173	159,599	137,992	387,985	2030							
2031	78,221	12,173	159,599	137,992	387,985	2031							
2032	78,221	12,173	159,599	137,992	387,985	2032							
2033	78,221	12,173	159,599	137,992	387,985	2033							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">1,240,133</td> <td style="width: 15%; text-align: center;">192,996</td> <td style="width: 15%; text-align: center;">2,530,327</td> <td style="width: 15%; text-align: center;">2,187,758</td> <td style="width: 15%; text-align: center;">6,151,214</td> <td style="width: 10%;"></td> </tr> </table>								1,240,133	192,996	2,530,327	2,187,758	6,151,214	
	1,240,133	192,996	2,530,327	2,187,758	6,151,214								
Notes:													
The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.													

CITY LOAN AGREEMENT

This City Loan Agreement ("Agreement") is entered into on ^{October} ~~June~~ 13, 2020, by and between the City of Sheboygan ("Lender") and The Housing Authority of the City of Sheboygan ("Borrower").

RECITALS

A. The Borrower is the managing member of Wasserman Redevelopment, LLC, a Wisconsin limited liability company ("Project Owner").

B. Project Owner owns and is in the process of rehabilitating the Eugene Wasserman Apartments located at 611 N. Water Street in Sheboygan, Wisconsin, for use as a 105-unit affordable residential rental project for the elderly (the "Project").

C. In order to provide a portion of the funding for the completion of the rehabilitation of the Project, Borrower desires to obtain a loan from Lender in the maximum principal amount of \$1,472,500 (the "City Loan").

D. Borrower has been working on the redevelopment of the Project for three years and Borrower is eligible for reimbursement from the Department of Housing and Urban Development ("HUD") for costs it has incurred in preparing for the redevelopment, as well as various costs associated with the actual redevelopment.

E. Lender desires to advance the City Loan to Borrower on the terms and conditions set forth in this Agreement.

TERMS

1. Loan Disbursements. Lender shall advance the proceeds of the Loan in installments within three (3) business days following the receipt of a written request from Borrower (a "Funding Request"). Each Funding Request shall designate the transfer and routing information for Project Owner's disbursement account for the Project. Lender's transfer of funds to the Project Owner disbursement account designated in the Funding Request shall constitute an advance of Loan funds by Lender to Borrower under this Agreement. Lender shall have no obligation to make further advances under this Agreement after December 31, 2020.

2. Interest Rate. The amounts advanced by Lender to Borrower under this Agreement shall bear simple interest at the rate of 4.25% per annum.

3. Maturity Date. The maturity date of the Loan shall be August 13, 2025.

4. Promissory Note. The Borrower's obligation to repay the amounts advanced hereunder, plus interest accrued thereon, shall be evidenced by an unsecured promissory note in the form attached to this Agreement as Exhibit A (the "Note").

5. Loan Repayment. Accrued interest on the Note for each calendar year shall be payable no later than December 31 from available cash reserves of Borrower. It is anticipated by Borrower and Lender that the principal amount of the Loan shall be repaid in

whole or in part from Borrowers available funds and in addition upon Borrower's receipt of: (a) Asset Repositioning Fees from HUD, which are anticipated to be allocated and paid by HUD to Borrower over a three-year period; and (b) Demolition Disposition Transition Funding to be allocated and paid by HUD to Borrower over a five-year period. Borrower hereby agrees to apply such funds to repayment of the Loan promptly upon receipt. Borrower may prepay all or any portion of the Loan at any time from any source. Repaid amounts shall not be reloaned to Borrower. Any principal or accrued interest that has not been paid by the maturity date set forth above shall be due and payable in full on the maturity date.

6. Representations and Warranties. Borrower represents and warrants to and for the benefit of Lender that (a) Borrower is authorized to obtain the Loan on the terms set forth herein, and to execute this Agreement and the Note; and (b) Borrower shall cause Project Owner to utilize the Loan proceeds to pay construction and development costs incurred in connection with the rehabilitation of the Project. Lender represents to and for the benefit of Borrower that Lender is authorized to make the Loan on the terms set forth herein.

7. Loan by Borrower to Project Owner. Lender acknowledges and agrees that each Loan advance under this Agreement shall be documented as an amount that is simultaneously loaned by Borrower to Project Owner.

8. Default. Borrower shall be in default under this Agreement and the Note in the event that (a) Borrower shall fail to apply the sources of HUD funds described in Section 5 to repayment of the Loan; or (b) the Loan has not been repaid in full by the maturity date. Lender may declare the Loan and Note payable in full following an event of default.

9. Miscellaneous. This Agreement is governed by Wisconsin law, and, together with the Note, shall constitute the entire Agreement of Lender and Borrower with respect to the Loan. Each of Borrower and Lender shall pay its own costs and expenses in connection with the origination, funding and documentation of the Loan. This Agreement may be executed in counterparts, and each executed counterpart shall constitute a separate instrument.

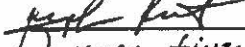
IN WITNESS WHEREOF, Borrower and Lender execute this Agreement effective as of the date first above written.

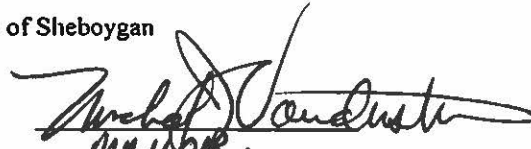
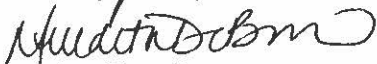
Borrower

Lender

The Housing Authority of the City of Sheboygan

City of Sheboygan

By: 
Its: Executive Director

By: 
Its: Mayor
Attest: 
Its: City Clerk

**[SIGNATURE PAGE TO PROMISSORY NOTE BY THE HOUSING AUTHORITY OF
THE CITY OF SHEBOYGAN IN FAVOR OF THE CITY OF SHEBOYGAN]**

The undersigned has executed the foregoing Promissory Note as of the date first set forth above.

BORROWER:

**THE HOUSING AUTHORITY OF THE
CITY OF SHEBOYGAN**

By:

Name:

Its:



Joseph T. Dupont
Executive Director

EXHIBIT A

PROMISSORY NOTE

Sheboygan, Wisconsin

Dated: October 13
August, 2020

FOR VALUE RECEIVED, the undersigned, The Housing Authority of the City of Sheboygan (the "Borrower"), promises to pay to the order of the City of Sheboygan (the "Lender") at such place as Lender may designate in writing, the amounts advanced by Lender to Borrower under the City Loan Agreement of even date herewith (the "Loan Agreement"), plus interest as therein provided, in lawful money of the United States. Undefined capitalized terms used in this Promissory Note shall have the meaning set forth in the Loan Agreement.

1. **Interest Rate.**

Simple interest on the outstanding principal amount of the Loan shall accrue at the rate of 4.25% per annum, as provided in the Loan Agreement.

2. **Repayment.**

A. The balance of this Note shall be repaid as provided in Section 5 of the Loan Agreement.

B. All amounts due under this Note shall be payable in full no later than the maturity date specified in the Loan Agreement.

3. **Prepayments.**

The outstanding principal balance of this Note may be freely prepaid in whole or in part at any time, without any penalty or fee whatsoever.

4. **Interest Limitation.**

Nothing herein contained, nor any transaction relating thereto, or hereto, shall be construed or so operate as to require the Borrower to pay or be charged interest at a greater rate than the maximum allowed by the applicable law relating to this Note. Should any interest or other charges charged, paid, or payable by the Borrower in connection with this Note or any other document delivered in connection herewith, result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by the applicable law as aforesaid, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under this Note.

5. **Events of Default; Remedies.**

Upon the occurrence of a default under Section 8 of the Loan Agreement and during the continuance thereof, Lender may, without further notice, declare the entire unpaid and outstanding principal balance hereunder and all accrued interest, together with all other indebtedness of Borrower to Lender, to be due and payable in full forthwith, without

presentment, demand, or notice of any kind, all of which are hereby expressly waived by Borrower, and thereupon Lender shall have and may exercise any one or more of the rights and remedies provided herein or in the Loan Agreement. Nothing herein is intended, nor should it be construed, to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or the Loan Agreement.

6. **Costs of Collection.**

Borrower agrees, in case of a default, to pay all costs of collection.

7. **No Waiver of Default.**

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. While the Loan is in default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of Borrower, constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of Borrower.

[SIGNATURE PAGE FOLLOWS]

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. September 3, 2019.

Your Committee to whom was referred Res. No. 71-19-20 by Alderpersons Wolf and Sorenson authorizing the appropriate city officials to take necessary action to obtain property located at 3427 Union Avenue; recommends adopting the Resolution.

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

III

4.4

Res. No. 71 - 19 - 20. By Alderpersons Wolf and Sorenson. August 19, 2019.

A RESOLUTION authorizing the appropriate city officials to take necessary action to obtain property located at 3427 Union Avenue.

WHEREAS, the City desires to ensure the safety and efficiency of traffic upon Union Avenue west of Taylor Drive; and

WHEREAS, this section of Union Avenue runs through multiple jurisdictions, including the Village of Kohler, the Town of Sheboygan, and the City of Sheboygan; and

WHEREAS, a new hospital campus is being developed in the Village of Kohler, north of this section of Union Avenue, including a major entrance and exit to the hospital campus off of Union Avenue; and

WHEREAS, Acuity has indicated its desire to further develop its property in the City of Sheboygan, south of this section of Union Avenue, including developing a new entrance to the north end of its campus off of Union Avenue; and

WHEREAS, the property located at 3427 Union Avenue is privately owned and located within the Town of Sheboygan; and

WHEREAS, safety and efficiency concerns demand that the entrances to Aurora's property and Acuity's property are carefully designed and lined up, requiring the use of a portion of the property at 3427 Union Avenue, which is described as follows:

Commencing at a point 444.14 feet East of the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twenty-three (23) East, thence South 392.31 feet, thence West 184 feet, thence North 392.31 feet to the North line of the said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), thence East 184 feet to the point of beginning.

also

Part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twenty-three (23) East, described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-three (33), Township Fifteen (15) North, Range Twenty-three (23) East, thence East along North line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) 444.14 feet to the point of beginning, thence South 392.31 feet, thence East parallel to said North line 85 feet, thence North 392.31 feet to said North line, thence West 85 feet along said North line to the point of beginning.

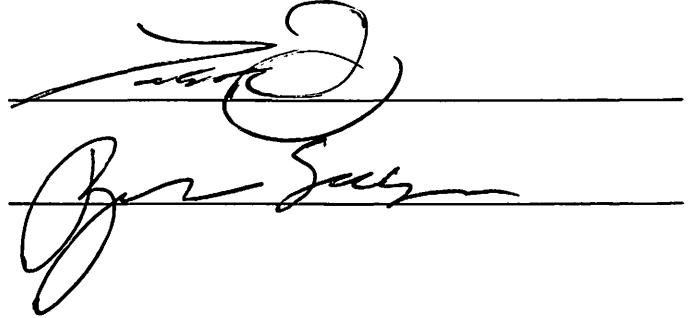
Public Works adopt

Said property being a tract containing .765 acres of land more or less; and

WHEREAS, the City has a need to purchase a portion of said property for right-of-way purposes; and

WHEREAS, it is the sense of the council that while it would prefer an arms-length negotiation and sale, it is willing to proceed to eminent domain if necessary.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are hereby authorized to begin the process of purchasing the property at 3427 Union Avenue, including determining the amount of property necessary for right-of-way, procuring all necessary appraisals of the property, negotiating a sale, preparing a jurisdictional offer to purchase, if necessary, and taking any other necessary additional steps to obtain the property, including negotiation pursuant to the provisions of Chapter 32, Wis. Stats.



The image shows two handwritten signatures in black ink, each written over a horizontal line. The top signature is a cursive name that appears to be 'Mark J. ...'. The bottom signature is also cursive and appears to be 'John ...'.

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. September 3, 2019.

Your Committee to whom was referred Res No. 73-19-20 by Alderpersons Sorenson and Mitchell rescinding Resolution No. 41-03-04; 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

Other Matters

7.2

Res. No. 73 - 19 - 20. By Alderpersons Sorenson and Mitchell.
August 19, 2019.


A RESOLUTION rescinding Resolution No. 41-03-04.


WHEREAS, on June 6, 2003, the City of Sheboygan passed Resolution No. 41-03-04, accepting the deputization of Sheboygan police officers by the Sheboygan County Sheriff and accepting liability for acts the officers perform pursuant to their deputization, including worker compensation, unless mutual aid has been requested and utilized; and

WHEREAS, this deputization was in place until December 27, 2018; and

WHEREAS, the Sheriff has significantly restricted the deputization of municipal officers to very specific situations, none of which are presently occurring, all of which can be better dealt with on a case-by-case basis.

NOW, THEREFORE, BE IT RESOLVED: That Resolution No. 41-03-04 is hereby rescinded.





ALPS
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

~~V~~

Gen. Ord. No. - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

AN ORDINANCE repealing and recreating Section 26-907 and Article VIII, Division 4 of Chapter 26 of the Municipal Code entitled "Sewer and Water Services."

WHEREAS, the consumption of lead in drinking water and from other environmental sources has been determined to cause health problems; and

WHEREAS, the City of Sheboygan and the Sheboygan Board of Water Commissioners find it in the public interest to establish an ongoing program for replacing lead and galvanized service lines connected to the municipal water distribution system; and

WHEREAS, galvanized steel service lines are also a health concern due to lead in coatings and the accretion of lead particles if the galvanized line was ever connected to a lead service line; and

WHEREAS, given the widespread and large number of lead and galvanized service lines installed throughout the City's history, replacement is expected to take place over many years; and

WHEREAS, the Sheboygan Water Utility maintains WDNR-approved water treatment practices intended to minimize lead leaching into drinking water from lead and galvanized service lines that were installed during the first half of the twentieth century and earlier; and

WHEREAS, property owners can also take steps to further reduce risks, such as using point-of-use devices designed to further reduce lead levels, if present; and

WHEREAS, pursuant to § 62.11(5), Wis. Stats., the Common Council has the management and control of the city property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means; and

WHEREAS, pursuant to § 196.372(2), Wis. Stats., a public water utility may provide financial assistance to the owner of a property to which water utility service is provided for the purpose of assisting the owner in replacing customer-side water service lines containing lead if each of the following three conditions are met:

Public Works

1. The city in which the public water utility provides utility service to the property has enacted an ordinance that:

- permits the water public utility to provide the financial assistance, and
- requires each owner of a premises that is serviced by a customer-side water service line containing lead to replace that property-side water service line.

2. The street-side water service line and the water main pipe that are connected to the property-side water service line either:

- do not contain lead, or
- the lead-containing portion of the street-side water service line or water main pipe is replaced at the same time as the property-side water service line is replaced.

3. The public service commission has granted its approval pursuant to § 196.372(3), Wis. Stats.

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

Section 1. Section 26-907 of the Municipal Code, entitled "Definitions" is hereby repealed and recreated to read as follows:

"Sec. 26-907. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Curb stop means a buried shut-off valve on a service line usually located near the right-of-way line.

Distribution system means the network of water mains or pipes, hydrants, valves and appurtenances owned and operated by the Water Utility. The Utility does not own either the street-side or property-side portion of water service lines.

Galvanized steel service line (GSL) means a water service line constructed of galvanized steel.

Lead service line (LSL) means a water service line constructed of lead, a material commonly used prior to the 1950s. For purposes herein,

GSL and LSL are considered the same in terms of requirements and qualifying for the financial assistance program described in Division 4 of this Article.

Plumbing means and includes:

- (1) All piping, fixtures, appliances, equipment, devices and appurtenances in connection with the water supply, water distribution and drainage systems, including hot water storage tanks, water softeners and water heaters connected with such water and drainage systems and also includes the installation thereof.
- (2) The construction, connection or installation of any drain or waste piping system from the outside or proposed outside foundation walls of any building to the mains or other sewage system terminal within bounds of, or beneath an area subject to easement for highway purposes, including private sewage systems, and the alteration of any such systems, drains or waste piping.
- (3) The water service piping from the outside or proposed outside foundation walls of any building to the main or other water utility service terminal within bounds of or beneath an area subject to easement for highway purposes and its connections.
- (4) The water pressure system other than municipal systems as provided in W.S.A., ch. 144.
- (5) A plumbing and drainage system so designed and vent piping so installed as to keep the air within the system in free circulation and movement; to prevent with a margin of safety unequal air pressures of such force as might blow, siphon or affect trap seals, or retard the discharge from plumbing fixtures, or permit sewer air to escape into the building; to prohibit cross connection, contamination or pollution of the potable water supply and distribution systems; and to provide an adequate supply of water to properly serve, cleanse and operate all fixtures, equipment, appurtenances and appliances served by the plumbing system.

Pre-qualified plumbing contractor means a person, firm, or corporation or other entity licensed by the State of Wisconsin to perform plumbing work and established on the Water Utility's pre-qualified list of plumbing contractors.

Property means real property as defined in § 70.03, Wis. Stats.

Property owner means a person or legal entity having a possessory interest, legal or equitable, in property, which defined term includes an estate, trust, or lien.

Property-side service line means the portion of the water service line from the outlet joint of the curb stop to the inlet of the property's water meter.

Service line means a smaller pipe connected as a lateral to a larger public water main and intended to convey water into buildings or grounds. Service lines are the responsibility of the property owner served, or intended to be served, by the line.

Spot lead service line means a water service line constructed of lead (or galvanized) on either the property or street side portions, but not both.

Storm and clear drains means a drain, sewer or pipe for conveying water, stormwater, groundwater, subsurface water or clear water wastes from any source and shall include sump pumps as defined by Chapter SPS 382, Wis. Admin. Code.

Street-side service line means the portion of the water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop."

Section 2. Division 4 of Article VIII of Chapter 26 of the Municipal Code is hereby repealed and recreated to read as follows:

"DIVISION 4. - SEWER AND WATER SERVICES

Sec. 26-991. - Supervision.

All sewer mains and all water mains shall be under control of the department of engineering and public works and the board of water commissioners, and no service pipe shall be laid and no opening into or connection with a sewer service lateral, public sewer or water main shall be made, relayed, replaced or repaired, except under the direction and supervision of the plumbing inspector.

Sec. 26-992. - Connections with public sewer and water systems—Permit required.

No person shall open any street, alley or other public place for the purpose of laying or repairing any water service or drain pipe, or make or repair any attachment or connection with any water or sewer service or drain or do any kind of work connecting any private sewer or drain to the

main or street sewer or other disposal terminal, or in connecting any water pipe or system to the water main, or do any other kind of work in connection with any public or private sewer inside or outside of any building except emergency repairs, without first having obtained a written permit therefor from the department of engineering and public works or its authorized agent.

Sec. 26-993. - Same-Issuance of permits.

Permits required by this division shall be issued only upon written application made by a licensed master plumber, utility contractor, master plumber restricted sewer, authorized by the owner or agent of the premises desiring to make such excavations, connections, extension or alteration, stating the name of the owner and that the owner and such licensed contractor will be bound by and be subject to all rules and regulations as prescribed in this article, giving the exact location of the premises, stating the purpose for which the connection, extension or alteration is to be used, the time when the work is to be done and all other particulars in respect thereto.

Sec. 26-994. - Same-Availability of permits.

No work of laying or relaying building sewers, storm drains or water services shall be commenced or continued without the required permit to connect with the public water or sewer system being on the premises and in the possession of the plumber or his employee.

Sec. 26-995. - Time for connections.

If the plumber is unable to make the connection at the time specified, then notice shall be left at the office of the plumbing inspector requesting another time for inspection of the connection.

Sec. 26-996. - Extension through lot line.

- (a) When sewer (sanitary, storm and mini-storm) laterals and water laterals are laid, they shall be laid to run from their mains to two feet inside the lot line.
- (b) The installation and maintenance of all sewer (sanitary, storm and mini-storm) and water laterals from the city mains shall be the responsibility of the owner of the property which they serve.

Sec. 26-997. - Connection to city sewer system beyond city limits.

- (a) No person shall connect or join or cause to be connected or joined to the sanitary or storm water sewerage system of the city, either

directly or indirectly, any sanitary or stormwater sewer from outside of the limits of the city, except a duly organized sewage district, in which case all connections in such districts with the city sewerage system and its extensions, and all plumbing connected with the system, to any building, lot or premises outside of the city limits shall be in conformity and in full compliance with the plumbing regulations which the common council may enact as part consideration for the granting of permits for extension of and connection with the city sewerage system.

- (b) No sanitary sewer serving any property in the city, or any lot or area served by virtue of its being perpendicularly adjacent to city sanitary sewer service shall be extended from or through the lot so served to another lot or area beyond the corporate limits of the city. The plumbing inspector shall not issue a permit for plumbing work that would result in violation of the provisions of this section.

Sec. 26-998. - Abandonment of building sewer.

- (a) Any person demolishing or moving a building or structure that is served by a sewer shall engage a licensed master plumber under permit to properly abandon the building sewer immediately inside the front lot line on private property.
- (b) The building sewer shall be disconnected at the front lot line and the pipe capped with materials approved by Chapter SPS 384 of the Wis. Admin. Code.
- (c) Abandoned lead water service laterals shall be disconnected and capped at the main and the pipe capped with materials approved by Chapter SPS 384 of the Wis. Admin. Code.
- (d) Sewer and water services permanently abandoned shall be disconnected at the main according to subsection (b).

Sec. 26-999. - Location of drains, sewers and junctions—Recorded by city engineer.

The city engineer shall keep proper records of the location of the premises on which a sewer connection is made, the name of the owner, the name of the plumber making the connection and the exact location of the connection with the public sewer of each drain or sewer so laid and connected.

Sec. 26-1000. - Same—Depth and locations.

The city engineer shall furnish, upon request by any interested person, information concerning the size, location and depth of public and private sewers or drains and the position of the branch, junctions and appurtenances. All reasonable care shall be taken to ensure the correctness of such information, but such correctness will not be guaranteed in any way by the city. When, in accordance with the measurements furnished, a junction is not located, an approved saddle shall be used and such connection shall be made under the direction of the city engineer or plumbing inspector.

Sec. 26-1001. - Openings in streets.

- (a) *Permits required.* No person shall uncover or excavate under or around any sewer for any purpose without having obtained a written permit therefor as required in section 26-961. The person performing such work for which a permit was not obtained, and his employer under whose direction the work was done, shall be deemed guilty of a violation of this section.
- (b) *Backfilling.* Backfilling of trenches shall be made with due care and in a workmanlike manner according to approved standards and methods so as to prevent the breaking of the pipes or joints or the settling of drain sewer. The backfilling shall be done in accordance with the standards and methods for excavation and backfilling on file with the department of public works and as amended from time to time. Copies of such standards and methods shall be made available by the departments of engineering and public works to any contractor engaged in such work.

Sec. 26-1002. - Surface water drains and connections.

- (a) No person shall connect any rainwater leaders or area drains, or make any similar connections with any public sanitary sewer which empties into the city sanitary sewerage system nor drain any lot or area into any manhole connecting with any such sanitary sewerage system and any such connections presently existing shall be forthwith removed by the owner of the premises involved.
- (b) No person shall open any storm sewer or connect any rainwater leader or area drain therewith without permission from the plumbing inspector and the departments of engineering and public works, and subject to such conditions as they shall impose.
- (c) All storm and clear water drains in and for any new building construction located adjacent to an existing storm sewer shall be connected to such storm sewer prior to occupancy.

- (d) Owners of existing buildings shall connect all storm and clear water drains to mini-storm sewers (auxiliary sewers installed primarily for storm and clean water drains and sump pump connections which are constructed subsequent to the paving of the adjacent street) or storm sewers which serve their property within 90 days of notice of serviceability of such storm sewer or mini-storm sewer, with the exception that extensions of up to two years at a time may be granted upon application by the property owner to the committee on public works of the common council supported by a sworn statement that no clear water problem exists and indemnifying the city against any injury, loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.
- (e) All new commercial and industrial buildings and additions and/or remodeling to existing commercial and industrial buildings shall have rain gutters and downspouts, or other such system as approved by the city engineer, for directing rainwater from the respective roofs to city storm sewer, or to designed retention ponds or other systems approved by the city engineer, in such a manner that water runoff directed to or discharged upon adjacent private properties is neither increased in intensity or rate of flow, unless an easement or other written consent is obtained from the owners of all surrounding properties upon which such increased water runoff is, or is to be, discharged.

Sec. 26-1003. - Water services and private water mains.

Water service laterals and private water mains from the public water main in the street to the curb stop shall be ductile iron, soft copper, or plastic, as permitted under SPS 384.30(4), Wis. Admin. Code, with no sweat joints underground. If plastic, then the lines and mains must be installed with tracing wire.

Sec. 26-1004. - Identification of Lead and Galvanized Service Lines.

- (a) The Water Utility shall create and maintain a record of the location of all identified lead and galvanized service lines in the City. This includes information from plumbing records and field observations.
- (b) Upon notice from the Utility, any person or entity who owns, manages, or otherwise exercises control over a property connected to the distribution system shall allow the Utility to inspect the property-side service line to determine the service line material as authorized by § 196.171, Wis. Stats.

Sec. 26-1005. - Lead and Galvanized Service Line replacement requirement.

- (a) All existing lead and galvanized service lines connected to the water distribution system shall be replaced with water service lines constructed of materials as authorized in this ordinance. Repairs shall not be allowed.
- (b) No person, other than a Utility employee or agent, may connect a property-side LSL to a non-lead street-side service line, or a non-lead property-side service line to a street-side LSL.
- (c) Prior to replacement of street-side lead service lines, such as on water main replacement projects, the Utility shall inspect all affected property-side service lines for the presence of lead or galvanized steel.
- (d) If a property or street-side LSL is to be replaced, then any remaining lead or galvanized portion of the service line must also be replaced at the same time.
- (e) On all water main replacement projects, or other construction projects where significant and direct impact will affect lead or galvanized water service lines, all lead and galvanized service lines shall be replaced, and not reconnected, in their entirety. This generally excludes street restoration that does not involve excavation of the water service lines.

Sec. 26-1006. - Financial assistance for lead and galvanized service line replacements.

- (a) The City authorizes its Board of Water Commissioners, acting through the Water Utility, to implement and maintain a financial assistance program for the replacement of lead and galvanized service lines in accord with the requirements of the Wisconsin Public Service Commission.
- (b) If the Board of Water Commissioners implements an approved financial assistance program, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the entire service line replacement, but not to exceed a maximum grant amount established by the Board of Water Commissioners, which shall periodically review and adjust the maximum grant amount. All work must be done by a Utility-approved plumbing contractor.
- (c) In the event of a planned service line replacement, such as on a water main replacement project, the actual cost for replacement of the street-side LSL will be assessed to the property owner in accord with Sheboygan ordinance 122-98c(4). The Utility may provide eligible

property owners with financial assistance for the entire cost of the property-side replacement.

- (d) In the event of an unplanned service line replacement, such as a leaking LSL, the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the entire LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor, subject to the maximum grant amount. The cost of a service line replacement shall be determined by actual bid results and construction cost per foot of service line replacement. Additional work, such as electrical grounding or meter support, shall fall under property-side costs.
- (e) In the case of a spot LSL replacement, with lead only on the street-side, and if it is unplanned, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor. If it is planned, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the remainder shall be assessed to the property owner.
- (f) In the case of a spot LSL replacement, with lead on the property-side, then the Utility may provide eligible property owners with a grant for up to fifty percent (50%) of the cost of the spot LSL replacement, and the property owner must directly pay the remainder to the plumbing contractor.
- (g) The property owner must also execute a temporary right of entry and construction easement authorizing the Utility and/or its contractors' access to the dwelling as needed.
- (h) Financial assistance granted to eligible property owners shall be in accordance with the following priority:
 - (1) Properties with licensed/certified child care facilities or schools.
 - (2) Properties where the Utility is replacing the street-side service line on a planned or emergency basis, or where other street construction will significantly impact LSL's, resulting in health concerns.
 - (3) Properties with a leaking or failed street-side or property-side service line

- (4) Properties where the Utility determines that replacing a property-side service line is in the best interest of health or safety.
 - (5) All remaining properties with lead or galvanized service lines.
- (j) Written applications for financial assistance.
- (1) A completed written application form provided by the Water Utility shall be signed and submitted by the property owner. The application shall include a certification by the property owner attesting that all eligibility criteria are met. The property owner alone, or collectively with others, must own an entire fee simple title to the property served by the service line.
 - (2) The application must include copies of quotes from at least two pre-qualified plumbing contractors for the proposed work.
 - (3) Prior to commencement of any work, the Utility shall determine if the property owner is eligible for financial assistance, and if there is money available to provide financial assistance. Such determination shall be provided in writing to the property owner. In order to qualify for financial assistance, the property owner must not have any outstanding municipal or other fees preventing issuance of a plumbing permit.
 - (4) Upon completion of an LSL replacement, the property owner shall provide the Utility with a copy of the invoice from the plumbing contractor. Upon satisfactory proof of completion, the Utility shall pay directly to the plumbing contractor the amount of financial assistance approved for the project.
 - (5) In the case of a planned water main replacement project, the written application requirement will be waived for each property with a LSL, and the LSL replacement work will be conducted under the overall water main replacement contract.
- (k) Disputes regarding eligibility for financing shall be appealed to the Board of Water Commissioners, whose determination is final.

Sec. 26-1007. - Private well abandonment.

- (a) Filling and sealing required. All private wells located on any premises which is served by the public water system of the city shall be properly filled at time of connection to the city's water supply system. Only those wells for which a well operation permit has been granted by the common council may be exempted from this requirement. Wells to be abandoned shall be filled in accordance with the procedures outlined in chapter NR 812 of the Wis. Admin. Code.
- (b) Well operation permit. A permit may be granted to a well owner to operate a well for a period not to exceed 15 years if the following requirements are met. Application shall be made on forms provided by the plumbing inspector.
 - (1) The well and pump installation meet the requirements of chapter NR 812 of the Wis. Admin. Code, and a letter from a licensed well and pump installer accompanies the application and provides that the well meets the requirements of chapter NR 812 of the Wis. Admin. Code.
 - (2) The well has a history of producing safe water and presently produces bacteriologically safe water as evidenced from laboratory tests by a laboratory certified by the State of Wisconsin.
 - (3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
 - (4) No physical or cross connection shall exist between the piping of the public water system and the private well.
- (c) Reports and inspection. A well abandonment report must be submitted by the well owner to the Wisconsin Department of Natural Resources on forms provided by that agency. The report shall be submitted immediately upon completion of the filling of the well.

Sec. 26-1008. - Connection to public waterworks required.

Upon annexation, or when expressly authorized by the common council, the public water supply system shall be made available to newly annexed areas or specifically designated premises. Thereafter, connection to the city's water supply system shall be made within 90 days. Every building intended for human occupancy located within the city shall utilize potable water from the public waterworks.

Sec. 26-1009. - Cross-connection control.

- (a) A cross-connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the city water system, and the other water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
- (b) No person shall establish or permit to be established or maintain or permit to be maintained any cross-connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the city may enter the supply or distribution system of the municipality unless such private auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Sheboygan Water Utility and by the Wisconsin Department of Natural Resources in accordance with section NR 810.15(2) of the Wis. Admin. Code.
- (c) It shall be the duty of the Sheboygan Water Utility to maintain and implement a comprehensive cross connection control program for the elimination of all existing unprotected cross-connections and prevention of all future un-protected cross connections to the last flowing tap or end-use device, pursuant to section NR 810.15 of the Wis. Admin. Code. Included in said duty is to cause inspections to be made of all properties served by the public water system where cross-connections with the public water system is deemed possible.
- (d) Upon presentation of credentials, the representative of the city shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the city for cross-connections. If entry is refused, such representative shall obtain a special inspection warrant under W.S.A. § 66.122. On request, the owner, lessee or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property.
- (e) The Sheboygan Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this section exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under W.S.A. chapter 68, except as provided in subsection (f). Water service to such property shall not be restored until the cross-

connection(s) has been eliminated in compliance with the provisions of this section.

- (f) If it is determined by the Sheboygan Water Utility that a cross-connection or an emergency endangers public health, safety or welfare and requires immediate action, and a written finding to that effect is filed with the city clerk and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under W.S.A. chapter 68, within ten days of such emergency discontinuance.
- (g) This section does not supersede the state plumbing code, but, is supplementary to it.

Sec. 26-1010. - Certification of compliance with Clearwater requirements.

- (a) No person may obtain a building permit for improvements to the interior of a building serviced by a sanitary sewer until such time as a certificate of compliance has been obtained from the building inspection department as provided in this section within ten business days of the application. Performing any improvements requiring a building permit without a certificate of compliance shall constitute a violation of this Code and shall be subject to the penalties set forth in section 26-908.
- (b) Upon written request to the building inspection department an inspection shall be conducted of the premises to ensure compliance with the provisions of section 26-1002 of the Code relating to illegal surface or ground water connections into the sanitary sewer system.
- (c) A certificate of compliance shall be issued by the building inspection department if the building is found to be in compliance with the provisions of the Code relating to surface and ground water connections.
- (d) A notice of noncompliance shall be issued by the building inspection department to the owner of record of any building found not to be in compliance with the provisions of section 26-1002. The notice shall set forth the areas of noncompliance and shall order the owner to bring the building into compliance.
 - (1) Orders applicable to buildings where a sump pump installation is illegal shall have a 60-day compliance period.

- (2) Orders applicable to buildings where clear water is illegally entering the sanitary sewer system via an under-the-basement floor connection shall have a 120-day compliance period.
- (e) In the event a request for a certificate of compliance is made within two years of the issuance of a previous certificate of compliance where an inspection was conducted, and the owner certifies that no changes have occurred to the premises since the previous certificate was issued which render the premises out of compliance with the city's Clearwater requirements, a reinspection of the premises will not be required.
- (f) Any present or proposed owner of a building feeling aggrieved by the issuance of a notice of noncompliance may appeal to the plumbing board of appeals by following the procedure outlined in sections 26-937 and 26-938 of the Code.
- (g) *No warranty.* A certificate of compliance indicates that so far as can be reasonably determined by a visual inspection of the premises and review of city records, the premises meets the requirements of this article. Neither the city, nor its inspectors assume any liability in the inspection or issuance of a certificate of compliance, and the issuance of a certificate of compliance does not guarantee or warrant the condition of the premises inspected.

Sec. 26-1011. - Backflow preventers.

In this section, "sanitary building drain" means horizontal piping within or under a building, installed below the lowest fixture or the lowest floor level from which fixtures can drain by gravity to the building sanitary sewer.

All new residential, commercial and industrial buildings shall have backflow prevention valves installed on all sanitary building drains at the owner's expense, except as provided below.

A property owner may apply in writing to the manager of planning and inspection services for an exception to the provisions of this section. The application must include evidence of the elevation of both the sanitary building drain and the nearest manhole to which the sanitary building drain is or will be connected. The manager of planning and inspection services may approve the exception if the elevation of the sanitary building drain is at least two feet higher than the elevation of the nearest manhole to which the sanitary building drain is or will be connected.

Sec. 26-1012. - Rain water drains.

Every building and all parts thereof shall be so drained so as not to cause dampness on the walls and ceilings. No downspout within six feet of adjoining property shall be pointed toward such property. Discharge from a downspout shall not create a nuisance. The downspout discharge shall be considered a nuisance in situations including, but not limited to, such discharge creating icing problems on city streets, alleys or sidewalks, damaging a city street or sidewalk, creating ponds of standing water, or flowing over adjoining property.

Sec. 26-1013. - Sump pumps.

In areas where storm sewers are not available, sump pumps shall discharge onto the surface and shall be directed either to the rear lot line or to the street and shall not be directed as to flow on adjacent property. Discharge from the sump pump shall not create a nuisance. The sump pump discharge shall be considered a nuisance in situations including, but not limited to, such discharge creating icing problems on city streets, alleys and sidewalks, damaging a city street or sidewalk, creating ponds of standing water, or flowing over adjoining property."

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
September 3, 2019.

AN ORDINANCE repealing and recreating Section 74-42 of the Sheboygan Municipal Code to revise the fee schedule regarding the rental of city parks.

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

Section 1. Section 74-42 of the Municipal Code, which relates to the use of parks by permit, is hereby repealed and recreated so as to read as follows:

"Sec. 74-42. Use of park by permit.

(a) The Department of Public Works may grant the use of an entire park or any portion thereof to groups or organizations for the purpose of annual celebrations or special events upon payment of the amount set forth in Sec. 74-42(b). All city park rules and regulations shall govern the use of any city park under this section.

(b) Fees.

(1) Enclosed Park Building Rentals shall be made at the following per-day rates:

- a. Roosevelt Pavilion. \$225 for City resident; \$350 for non-City resident.
- b. Deland Home. \$225 for City resident; \$350 for non-City resident.
- c. Kiwanis Fieldhouse. \$250 for City resident; \$425 for non-City resident.
- d. King Park Pavilion. \$250 for City resident; \$425 for non-City resident.
- e. Jaycee Quarryview Center. \$250 for City resident; \$425 for non-City resident.
- f. Deland Community Center. \$250 for City resident; \$425 for non-City resident.

Public Works

(2) Park Shelter Rentals shall be made at the following per-day rates:

- a. Cleveland Park. \$100 for City resident; \$175 for non-City resident.
- b. End Park. \$100 for City resident; \$175 for non-City resident.
- c. Veterans Park. \$100 for City resident; \$175 for non-City resident.
- d. Vollrath Park. \$100 for City resident; \$175 for non-City resident.
- e. Richardson Shelter. \$100 for City resident; \$175 for non-City resident.
- f. Lakeview Park. \$100 for City resident; \$175 for non-City resident.
- g. Optimist Park. \$100 for City resident; \$175 for non-City resident.
- h. Evergreen Park (Areas 1, 4, or 5). \$100 for City resident; \$175 for non-City resident. These rates are per area.
- i. Evergreen Park (Areas 3 or 6). \$50 for City resident; \$100 for non-City resident. These rates are per area.
- j. Fountain Park Bandshell. \$100 for City resident; \$200 for non-City resident. An additional \$50 shall be added for use of the sound system.

(3) All applicable taxes shall be added to the fees set forth in this subsection.

(c) Security Deposits. In addition to the Fee set forth in Sec. 74-42(b), Enclosed Park Building Rentals require a \$100 security deposit, which is due the business day before the event."

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 regarding all park rentals made 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

II

Other Matters

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

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Gilliam, Alexander R.	1527 Indiana Avenue
0171	Horness, Megan A.	5031 Baronwood Parkway
2934	Mcatee, Christine T.	1828 N. 5 th Street
2927	Nelson, Michelle L.	830 N. Water Street Apt. 320
2933	Neumeyer, Amanda J.	2519 Saemann Avenue Apt. 5
2936	Noguez, Stephanie	2206 S. 16 th Street
6888	Rosas, Lucia	2407 Broadway Avenue
2823	Santana, Alicia	2724 Main Avenue
7052	Schad, Jamie L.	2526 N. 9 th Street
2680	Schubert, Robin L.	2037 Wiemann Avenue
8389	Schultz, Cynthia A.	507 Pine Street, Sheboygan Falls
0316	Stemper, Sarah M.	1615 New Jersey Avenue
5247	Thomas, Brandy J.	1522 Michigan Avenue
0422	Vollrath, Miko B.	2311 N. 35 th Street
5998	Weber, Barbara F.	2227 Carmen Avenue
2925	Wildman, Helena R.	711 Broadway Avenue
2930	Zerger, Derek S.	N9010 County Road M, Elkhart Lake
2926	Zufelt, Frank H.	120 Lincoln Circle, Kohler

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	Gotta Getcha in Oasis	840 Wilson Avenue - One day event to be held 09/21/19 to include current premises plus parking lots to the north, west, east and south of business.

RHPS

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3420	Business Drive Mobile	2113 S. Business Drive
3421	Union Avenue BP	1208 Union Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3418	Fairfield Inn by Marriot	4117 S. Taylor Drive

TOBACCO LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3419	Greenhouse Partners	933 Michigan Avenue