

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

**CITY OF SHEBOYGAN****FOURTH REGULAR COMMON COUNCIL MEETING****Monday, May 21, 2018****Alders Present:**

Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

**Alders Excused:**

Mary Lynne Donohue and Rosemarie Trester - 2.

**Meeting called to order at 6:00 PM****1. OPENING OF MEETING**

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

**MOTION TO APPROVE MINUTES**

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

1.4 MAYOR'S APPOINTMENTS - Terri Jakum to the Sheboygan Squared Board of Directors. LAYS OVER

1.5 PUBLIC FORUM - No one spoke.

1.6 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

1.7 PRESENTATION - Introduction to CVMIC by Pallin Allen

1.8 PRESENTATION - First Quarter - 2018 Strategic Plan Action Items and Critical Measurements by Darrell Hofland, City Administrator

**2. CONSENT AGENDA**

2.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker,

Rose Phillips, Trey Mitchell - 8.

2.2 R. O. No. 27-18-19 by City Clerk submitting various license applications (Sheboygan Theatre Company). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.3 Res. No. 19-18-19 by Alderperson Wolf submitting a Resolution in recognition of the service of Henry Nelson to Mead Public Library. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.4 Res. No. 20-18-19 by Alderperson Wolf submitting a Resolution in recognition of the service of Kevin Anderson to Mead Public Library. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.5 Res. No. 21-18-19 by Alderperson Wolf authorizing execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.6 R. C. No. 12-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 7-18-19 by the City Administrator submitting the 2019 preliminary budget fiscal factors for guidance prior to departmental budget preparation; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.7 R. C. No. 13-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 8-18-19 by the Director of Planning and Development submitting Capital Improvement Projects (CIP) for the years 2019-2023 for the Department of City Development; recommends filing the document. ACCEPT AND FILE

**Resolution: MOTION TO ACCEPT AND FILE**

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.8 R. C. No. 14-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 9-18-19 by the Director of Information Technology submitting Capital Improvement Projects (CIP) for the years 2019-2023 for the Department of Information Technology and Cable TV Fund; recommends filing the document. ACCEPT AND FILE

**Resolution: MOTION TO ACCEPT AND FILE**

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.9 R. C. No. 15-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 12-18-19 by the Director of Planning and Development submitting the requested grant funds from public service agencies for 2018 Community Development Block Grant program; recommends filing the document. ACCEPT AND FILE

**Resolution: MOTION TO ACCEPT AND FILE**

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.10 R. C. No. 16-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 13-18-19 by the Finance Director submitting the Comprehensive Annual Financial Report of the City of Sheboygan for the year ended December 31, 2017, prepared by Schenck SC; recommends filing the document. ACCEPT AND FILE

**Resolution: MOTION TO ACCEPT AND FILE**

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.11 R. C. No. 17-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 15-18-19 by the Director of Human Resources submitting Capital Improvement Projects (CIP) for the years 2019-2023 for the Department of Human Resources; recommends filing the document. ACCEPT AND FILE

**Resolution: MOTION TO ACCEPT AND FILE**

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.12 R. C. No. 18-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 16-18-19 by Chief of Police, pursuant to section 54-65 of the Municipal Code, submitting the

quarterly report showing the Benchmark Measurements for the Police Department for the period commencing January 1, 2018 and ending March 31, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.13 R. C. No. 19-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 17-18-19 by Chief of Police submitting the Sheboygan Police Department Five Year Capital Improvement Plan for the period 2019 through 2023; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.14 R. C. No. 20-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 18-18-19 by Fire Chief submitting the 5 Year Capital Improvement Project requests for the Fire Department for the years 2019-2023; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.15 R. C. No. 21-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 23-18-19 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department for the period commencing January 1, 2018 and ending March 31, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.16 R. C. No. 22-18-19 by Public Works Committee to whom was referred R. O. No. 24-18-19 by Director of Public Works submitting the 5 Year Capital Improvement (CIP) for the years 2019-2023 for the Department of Public Works; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.17 R. C. No. 23-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred,

pursuant to R. O. No. 26-18-19 by the City Clerk submitting various license applications; recommends granting the licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.18 R. C. No. 24-18-19 by Public Works Committee to whom was referred Res. No. 179-17-18 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase, delivery and installation of a new 112,800# capacity portable vehicle lift for the Motor Vehicle Division of the Department of Public Works; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.19 R. C. No. 25-18-19 by Public Works Committee to whom was referred Res. No. 180-17-18 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a front end loader including attachments and trade in, for the Motor Vehicle Division of the Department of Public Works; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.20 R. C. No. 26-18-19 by Public Works Committee to whom was referred Res. No. 14-18-19 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.21 R. C. No. 27-18-19 by Public Works Committee to whom was referred Res. No. 15-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for \$246,077.55 and Miller Engineers and Scientist for \$2,000 for the South Taylor Drive Sanitary Sewer Extension Project; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker,

Rose Phillips, Trey Mitchell - 8.

2.22 R. C. No. 28-18-19 by Public Works Committee to whom was referred Res. No. 16-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Terra Engineering & Construction Corp. for \$119,734.10 for the 2018 Miscellaneous Sewer Lining Project; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.23 R. C. No. 29-18-19 by Public Works Committee to whom was referred Res. No. 18-18-19 by Alderpersons Rindfleisch and Bohren authorizing the purchase of approximately .83 acres (land and building located on the northern portion of 1211 North 23rd Street) for future use by the City; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.24 R. C. No. 30-18-19 by Public Works to whom was referred Gen. Ord. No. 1-18-19 by Alderperson Wolf repealing Gen. Ord. 60-08-09 so as to delete the restriction banning left turns on school days from 1:00 p.m. to 4:00 p.m. for westbound traffic on Georgia Ave. at approach to the north driveway at Horace Mann Middle School; recommends passing the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.25 R. C. No. 31-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 329-17-18 by Law and Licensing Committee and R. O. No. 335-17-18 by the City Clerk submitting various license applications; recommends denying Beverage Operator License Application No. 2122 (Alexandra A. Mueller) and Taxicab Driver License Application No. 0741 (Jason J. Sarabia). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.26 R. C. No. 32-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 330-17-18 by Law and Licensing Committee and R. O. No. 325-17-18 by City Clerk submitting various license applications; recommends denying Taxicab Driver License Application No. 2090 (Nathan A. Jackson). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

### 3. REPORTS OF OFFICERS

3.1 R. O. No. 28-18-19 by City Clerk submitting a claim from David McNabb for alleged damages to his vehicle when it struck a low hanging branch of a tree in the median. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 29-18-19 by City Clerk submitting a claim from David Umberger for alleged damages to front right alignment of his vehicle from street conditions on North 6th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 30-18-19 by Finance Director submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending March 31, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 31-18-19 by City Clerk submitting a communication from Keith D. Bauer requesting a waiver from the Sex Offender Residency requirements in order to reside at 2501 Camelot Boulevard. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.5 R. O. No. 32-18-19 by City Clerk submitting a communication from Esequiel Garcia requesting a waiver from the Sex Offender Residency requirements in order to reside at 1129 Pershing Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

### 4. RESOLUTIONS

4.1 Res. No. 29-18-19 by Alderpersons Rindfleisch and Bohren approving the FY 2018 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

4.2 Res. No. 22-18-19 by Alderperson Rindfleisch authorizing the Purchasing Agent to enter into contract for the complete replacement of the Mead Public Library roof top cooling towers and associated controls. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 23-18-19 by Alderperson Donohue authorizing the Purchasing Agent to enter into contract for the complete replacement of Heating, Ventilation and Air Conditioning (HVAC) Equipment at Fire Station #1, 833 New York Avenue, Sheboygan. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.4 Res. No. 24-18-19 by Alderperson Wolf authorizing the signing of a drainage/storm sewer easement across the property located at 4717 South Taylor Drive (Markwardt Sales and Service). REFER TO PUBLIC WORKS COMMITTEE

4.5 Res. No. 25-18-19 by Alderperson Wolf authorizing a professional services agreement with Strand Associates for the design phase of the City of Sheboygan (City) Storm Water Management Plan Update. REFER TO PUBLIC WORKS COMMITTEE

4.6 Res. No. 26-18-19 by Alderperson Wolf authorizing the signing of a general municipal facilities easement across the Wisconsin Power and Light Company property located adjacent to the Southeast side of the Union Pacific Railroad on South Taylor Drive. REFER TO PUBLIC WORKS COMMITTEE

4.7 Res. No. 27-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a new Single Axle Dump Truck with plow, wing and slide in spreader and brine distribution system for the Motor Vehicle Division of the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE

4.8 Res. No. 28-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a replacement dump truck body for an existing 2007 Model dump truck, including a slide in spreader and brine distribution system and related accessories for the Motor Vehicle Division of the Department of Public Works. REFER TO PUBLIC WORKS COMMITTEE

## 5. REPORT OF COMMITTEES

5.1 R. C. No. 33-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 10-18-19 by the Director of Planning and Development submitting a request to accept \$20,000 in sponsorship contribution towards the 2018 City's Freedom Fest Celebration from the Vollrath Company; recommends filing the document. ACCEPT AND FILE

### MOTION TO ACCEPT AND FILE

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.2 R. C. No. 34-18-19 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 4-18-19 by Alderpersons Wolf and Sorenson authorizing executing a Sewer Project Memorandum of Understanding for a project involving improvements to a portion of sewer line located on South Business Drive to accommodate development within the SouthPointe Enterprise Campus; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

### MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION WITH AMENDED MOU

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.3 R. C. No. 35-18-19 by Finance and Personnel Committee to whom was referred Res. No. 12-18-19 by Alderperson Rindfleisch authorizing a transfer of appropriations in the 2018 Budget; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

**MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION**

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.4 R. C. No. 36-18-19 by Finance and Personnel Committee to whom was referred Res. No. 13-18-19 by Alderpersons Donohue and Sorenson providing for the sale of approximately \$25,465,000 General Obligation Promissory Notes and Note Anticipation Notes; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

**MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION**

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.5 R. C. No. 37-18-19 by Public Works Committee to whom was referred Res. No. 17-18-19 by Alderpersons Wolf and Sorenson approving the terms and conditions of Land Lease Agreement for Butzen Sports Complex between the City of Sheboygan and Lakeshore United FC for a soccer facility to be located on the west side of South Business Drive between Hiawatha Court and Behrens Parkway; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

**MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION**

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

## **6. GENERAL ORDINANCES**

6.1 Gen. Ord. No. 4-18-19 by Alderpersons Wolf and Sorenson creating parking limits so as to add a two hour parking limit between 8:00 a.m. to 6:00 p.m. except on Sundays and holidays on the east side of South 8th Street between Huron Avenue and Michigan Avenue. REFER TO PUBLIC WORKS COMMITTEE

## **7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED**

7.1 R. O. No. 33-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

## **8. CLOSED SESSION**

8.1 MOTION TO CONVENE IN CLOSED SESSION under Section 19.85(1)(e) of the Wis. Stats., for the purpose of deliberating possible tentative agreement with the Sheboygan Professional Police Officers Association.

**MOTION TO CONVENE IN CLOSED SESSION**

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

## **9. RECONVENE IN OPEN SESSION**

9.1 MOTION TO RECONVENE IN OPEN SESSION for discussion and possible actions relating to closed session.

MOTION TO RECONVENE IN OPEN SESSION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

9.2 Res. No. 30-18-19 by Alderperson Wolf authorizing entering into an Agreement with the Sheboygan Professional Police Officers' Association for a successor contract.

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

## **10. ADJOURN MEETING**

10.1 Motion to Adjourn

MOTION TO ADJOURN AT 7:15 P.M.

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

Generated by City Clerk Meredith DeBruin on Tuesday, May 22, 2018



1.4

May 16, 2018

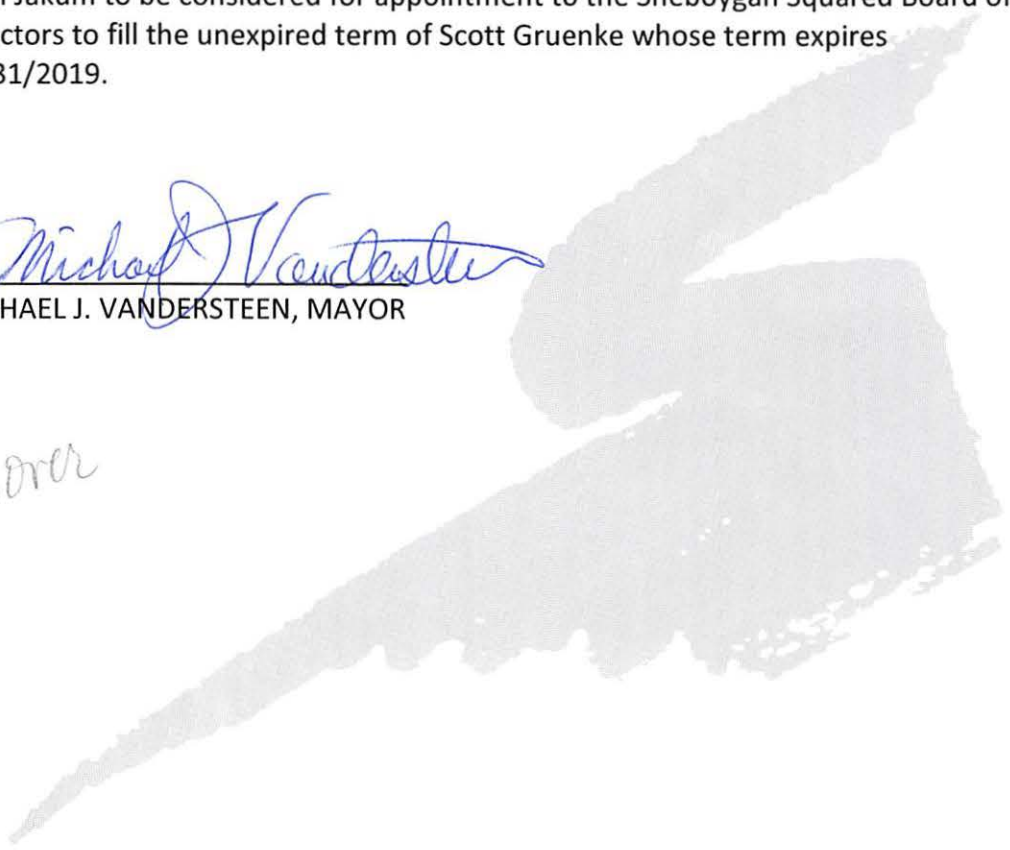
HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Terri Jakum to be considered for appointment to the Sheboygan Squared Board of Directors to fill the unexpired term of Scott Gruenke whose term expires 12/31/2019.

  
MICHAEL J. VANDERSTEEN, MAYOR

*Copy over*



OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

II


R. O. No. \_\_\_\_\_ - 18 - 19. By BOARD OF WATER COMMISSIONERS. June 4, 2018.

**To the Honorable, the Mayor and Common Council:**

We are, hereby, transmitting a copy of the Preliminary 2019 Capital Improvement Plan (CIP) and a copy of the 2020-2025 Five Year Capital Improvement Plan (CIP) for the Sheboygan Water Utility.

Consent

BOARD OF WATER COMMISSIONERS



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Gerald R. Van De Kreeke, President

Attachments

# SHEBOYGAN BOARD OF WATER COMMISSIONERS

## 2019 PRELIMINARY CAPITAL IMPROVEMENTS PLAN (CIP)

### OPERATIONS

Georgia Ave. pump station upgrades	\$	1,000,000
Backwash/chem panel SCADA PLC replacement and communications upgrade	\$	140,000
Sludge pump #2 replacement	\$	50,000
Unit heater replacement in filter plant	\$	30,000
High lift #1 coupling and bearing replacement	\$	25,000
Filter Leopold underdrain replacement	\$	218,000
High lift #5 Impeller replacement	\$	50,000
Total:	\$	<u>1,513,000</u>

### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

North Ave. - N. 15th St. to N. 21st St. (water main and laterals)	\$	650,000
N. 15th St. - North Ave. to School Ave. (water main and laterals)	\$	150,000
Michigan Ave. - N. 14th St. to N. 15th St.; N. 15th St. to Huron Ave. (water main and laterals)	\$	350,000
S. 12th St. - Riverdale Ave. to Stahl Rd. (water main, upsize only on 4,400 ft.)	\$	59,488
Small projects	\$	100,000
Hydrant replacement	\$	75,000
#4 dump truck replacement (2005)	\$	120,000
Total:	\$	<u>1,504,488</u>

### CUSTOMER RELATIONS/FISCAL

Automated meter reading (AMR) - installation of 3,100 radio Orions	\$	425,000
Meters all sizes - new construction, troubleshooting, replace 3" and 4" lead bodies	\$	55,000
Sedaru customer service software modules	\$	50,000
Total:	\$	<u>530,000</u>

**2019 TOTAL: \$ 3,547,488**

# SHEBOYGAN BOARD OF WATER COMMISSIONERS

## FIVE YEAR CAPITAL IMPROVEMENT PLAN (CIP) 2020 - 2025

### YEAR 2020

#### OPERATIONS

Filter underdrain replacement	\$	220,000
Electrical equipment	\$	75,000
Mechanical equipment	\$	75,000
Instrumentation and controls	\$	50,000
Total:	\$	420,000

#### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

Georgia Ave. reservoir painting	\$	700,000
Gateway Dr. water tower painting	\$	600,000
Large water main projects	\$	1,275,000
Small projects	\$	100,000
#8 1/2 ton pickup truck replacement (2005)	\$	26,000
Vacuum excavation trailer	\$	50,000
Total:	\$	2,751,000

#### CUSTOMER RELATIONS/FISCAL

Meters all sizes - new construction, troubleshooting, replace 3" and 4" lead bodies	\$	40,000
Upgrade meter reading/billing software from Read Center to Beacon	\$	25,000
Total:	\$	65,000

**2020 TOTAL: \$ 3,236,000**

### YEAR 2021

#### OPERATIONS

Raw water improvement project	\$	14,000,000
Filter underdrain replacement	\$	220,000
Electrical equipment	\$	75,000
Mechanical equipment	\$	75,000
Instrumentation and controls	\$	50,000
Total:	\$	14,420,000

#### DISTRIBUTION - CONSTRUCTION/MAINTENANCE

Taylor Hill reservoir - strip tank and roof underside and painting	\$	900,000
Large water main projects	\$	1,250,000
Small projects	\$	100,000
#2 3/4 ton utility truck replacement (2010)	\$	36,000
Total:	\$	2,286,000

#### CUSTOMER RELATIONS/FISCAL

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$	78,000
Meters all sizes - troubleshooting & replacements	\$	25,000
#17 truck replacement (2011)	\$	30,000
Utility car replacement (2008)	\$	25,000
Total:	\$	158,000

**2021 TOTAL: \$ 16,864,000**

**YEAR 2022**

**OPERATIONS**

Raw water improvement project	\$	14,000,000
High lift cat walk improvement project	\$	250,000
Filter underdrain replacement	\$	220,000
Electrical equipment	\$	75,000
Mechanical equipment	\$	75,000
Instrumentation and controls	\$	50,000
Total:	\$	<u>14,670,000</u>

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Large water main projects	\$	1,250,000
Small projects	\$	100,000
Replace Volvo excavator	\$	250,000
Total:	\$	<u>1,600,000</u>

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$	57,000
#10 truck replacement (2010)	\$	30,000
Total:	\$	<u>87,000</u>

**2022 TOTAL: \$ 16,357,000**

**YEAR 2023**

**OPERATIONS**

Behrens Parkway pit pump improvements	\$	300,000
Filter underdrain replacement	\$	220,000
Electrical equipment	\$	75,000
Mechanical equipment	\$	75,000
Instrumentation and controls	\$	50,000
Total:	\$	<u>720,000</u>

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Large water main projects	\$	1,300,000
Small projects	\$	100,000
Bobcat skid-steer loader replacement (2012)	\$	40,000
Total:	\$	<u>1,440,000</u>

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$	73,000
Total:	\$	<u>73,000</u>

**2023 TOTAL: \$ 2,233,000**

**YEAR 2024**

**OPERATIONS**

Wilgus Ave. pump station	\$	100,000
Filter underdrain replacement	\$	220,000
Electrical equipment	\$	75,000
Mechanical equipment	\$	75,000
Instrumentation and controls	\$	50,000
Total:	\$	<u>520,000</u>

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Water main projects	\$	1,400,000
#1 2005 dump truck replacement (2005)	\$	200,000
Total:	\$	<u>1,600,000</u>

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$	84,000
#20 pickup truck replacement (2013)	\$	35,000
Total:	\$	<u>119,000</u>

**2024 TOTAL: \$ 2,239,000**

**YEAR 2025**

**OPERATIONS**

Parallel clear well project	\$	3,000,000
Filter underdrain replacement	\$	220,000
Electrical equipment	\$	75,000
Mechanical equipment	\$	75,000
Instrumentation and controls	\$	50,000
Total:	\$	<u>3,420,000</u>

**DISTRIBUTION - CONSTRUCTION/MAINTENANCE**

Water main projects	\$	1,500,000
#22 1 ton pickup truck replacement (2015)	\$	35,000
Total:	\$	<u>1,535,000</u>

**CUSTOMER RELATIONS/FISCAL**

Meters for 20 year meter replacement program for 1/2" & 3/4"	\$	132,000
Total:	\$	<u>132,000</u>

**2025 TOTAL: \$ 5,087,000**

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting various license applications.

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

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3334	Active 8	503 Euclid Avenue - One day event to be held 06/12/18 at 3030 Calumet Drive - All buildings and shelters in Area 1 of Evergreen Park.
1168	Immaculate Conception	1439 S. 12 <sup>th</sup> Street - One day event to be held 08/12/2018 at 1305 Humboldt Avenue - School Grounds.
3253	PEO Chapter CJ	225 Huron Ave - One day event to be held 06/13/2018 at 1415 Campus Drive - area inside the black gated fence. To include beer and wine.
3253	PEO Chapter CJ	225 Huron Ave - One day event to be held 06/22/2018 at 1415 Campus Drive - area inside the black gated fence. To include beer and wine.
1612	Safe Harbor of Sheboygan	929 Niagara Avenue - Two day event to be held 06/22/2018 - 06/23/2018 located at City Green.

*Consent*

1612 Safe Harbor of Sheboygan

929 Niagara Avenue - One day event to be held 06/29/2018 at EBCO Artworks - 1201 Erie Avenue to include beer and wine.

1373 St Cyril & Methodius Church

2720 Henry Street - One day event to be held 07/08/2018 at Deland Park - 715 Broughton Drive, Richardson shelter to include beer and wine.

1381 St. Peter Claver Ushers Club

1444 S. 11<sup>th</sup> Street - Two day event to be held 09/08/18-09/09/18 - Van Treeck Hall, lower level of church, gathering space, parish grounds.

MOBILE HOME PARK LICENSE (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1170	Indian Meadows	3636 S. Business Drive
1366	Sommers Woodhaven Mobile Home	4441 S. 12 <sup>th</sup> Street

COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal	1205 Illinois Avenue
2367	Sadoff Iron & Metal Co.	3313 N. 21 <sup>st</sup> Street

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2200	Murray, Michael T.	1643 Maple Lane

*V*

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred R. C. No. 332-17-18 by Public Works Committee to whom was referred Com. No. 6-17-18 presented to the Common Council by Alderperson Belanger submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve; recommends filing the document.

*Consent*

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

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

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

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

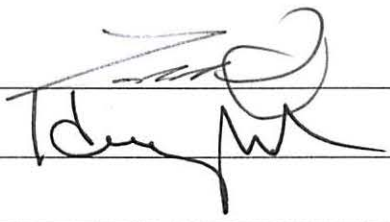
6.15

VI

R. C. No. 332- 17 - 18. By PUBLIC WORKS COMMITTEE. April 16, 2018.

Your Committee to whom was referred Com. No. 6-17-18 presented to the Common Council by Alderperson Belanger submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve; recommends referring to Public Works Committee of the new council.

Public Works  
2018/2019  
ac+file

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

Committee

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

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

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

I

4.1

Com. No. 6 - 17 - 18. March 19, 2018.

Submitting a communication from Jessica Jumes regarding vehicles that are racing east around the North Avenue curve.

Presented to the Common Council by Alderperson

John Belanger  
Belanger

Public Works  
3.27.18 Hold.  
refer to Public Works  
2018.2019.

From: Jessica Jumes [jessicajumes@gmail.com]  
Sent: Monday, March 12, 2018 2:33 PM  
To: Alderperson Todd Wolf; Alderperson John Belanger  
Subject: North Avenue / Lake Area

Hi Todd and John!

I'm reaching out to see if there is any way you guys can help advocate for an adjustment on North Avenue. I live at 431 North Avenue and the major driving force for that specific home purchase was due to the amazing proximity to our beautiful lake! I walk and jog daily to take advantage of the beautiful location, but on a regular basis I need to dodge vehicles that are racing east around the North Avenue curve.

My neighbors to the East won't let their little girl bike around the block because of how dangerous that corner is, and the rest of us who walk or jog try to avoid it at all costs. Today was the final straw for me after 5 ½ years of consistently almost being hit by a car on that curve, so I decided to reach out :) It seems that the option of finding a way to get vehicles to slow down is a better choice than all of us avoiding a walking route that we purposely bought property near.

I've attached a map of the area I'm referring to – the pink circle is the general area/side of the street, and the green highlighting is the part of the street where cars seem to be going the fastest. While these cars are zooming around the curve and blindspot, they are also often times looking at the lake instead of the road which just doubles the danger. (Can't say I blame them for wanting to look at the lake though..;)

If you guys are able to look back into records of accidents, it seems that there is consistently someone who whips around the corner and gets into an accident (most recently with a tree). And remember, those actual accidents don't count the continuous near-misses that those of us who live here witness taking place.

Both sides of the street get significant pedestrian use from walkers, bikers, joggers, etc.. and I'm concerned that it is only a matter of time until the object being struck by a vehicle is a human instead of a tree. Given that we all know this is a concern and an issue, I thought I'd reach out to try to get ahead of anything ominous happening.

Kind regards,  
Jessica Jumes

VI

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 4, 2018.

Your Committee to whom was referred R. O. No. 26-18-19 by the City Clerk, submitting license applications for the period ending June 30, 2018, December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020; recommends granting the following application:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2159	Johnson, Stacy M.	4215 Autumn Court

*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

Updated

R. O. No. 26 - 18 - 19. By CITY CLERK. May 7, 2018.

Submitting various license applications for the period ending June 30, 2018, December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020.

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2165	Allen, Leary A. (Club)	1312 Ashland Avenue
7846	Burt, Jesse A.	1820 Humboldt Avenue
2162	Carney, Naomi B.	703 Collins St. Apt. 6, Plymouth
2157	Daun, Sharon A.	3703 High Cliff Court
2141	Freeland, Nathan D.	1504 Bell Avenue
2159	Johnson, Stacy M.	4215 Autumn Court
2152	Kuehl, Tanya D.	2217 S. Taylor Drive
2160	Lee, Lucy	3007 S. 22 <sup>nd</sup> Street
2151	Lyke, Jevon D.	904 Swift Avenue
2158	Mertzig, Angela M.	2512A Crosscreek Drive
2142	Pipping, Sara E.	115 Redtail Drive #5, Sheb. Falls
7489	Rablin, Joy A.	2712 S. 10 <sup>th</sup> Street
2154	Saunders, Jordan C.	19420 Carstens Lake Rd, Valders
2168	Schmidt, Samantha M.	1015 Elm Street, Cleveland
2145	Schultz, Joseph J.	1717 Garden Court
2150	Wiggins, Lydia A.	1413A N. 11 <sup>th</sup> Street
2155	Zeller, Julie A.	1533 Martin Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2672	Grabner, Thomas A. (Club)	1706 Grams Court
2166	Hoyt, Chance A.	828 Lincoln Avenue #3
2169	Humphrey, Todd A.	61 Greenbay Court, Sheb. Falls
2170	Steinberg, Margaret S.	124 Broadway Avenue Apt. 4, Sheb. Falls

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1578	Farr, Felicia A.	1317 S. 22 <sup>nd</sup> Street
8692	Jensen, Kurt R.	627 St. Clair Avenue
1574	Johnston, Janet M.	1628 S. 19 <sup>th</sup> Street
8594	Klabechek, Kenneth A.	704 Forest Boulevard, Sheb. Falls
2710	McDaniel, Chantelle L.	1418 Ontario Avenue

JHPS  
5-16-18  
Hold # 2159 # 2167  
call in # 2145, # 2143

6372 Potter, Roy A. Jr (Club)	2625 S. 8 <sup>th</sup> Street
2063 Ruppel, David M. (Club)	N4442 Van Treeck Tr, Sheb. Falls
0380 Schoen, Henry	1714 Hilltop Drive
0357 Schultz, Laura K.	406 Vollrath Boulevard
0612 Vanderweele, Brandon T.	610 Zimbal Avenue

"CLASS B" BEER LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3325	Power Pubs	4792 N. Cramer St., Whitefish Bay

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2445	La Conquistadora	1218 Indiana Avenue

CLASS "A" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2404	Dicks Northeast Standard	905 Erie Avenue
2984	Everest Enterprises	1710 Indiana Avenue
3247	Mad Max of Sheboygan	1003 S. 14 <sup>th</sup> Street
3243	Sheboygan Harbor Petro	905 Indiana Avenue
3007	Tidy Store of Sheboygan	810 N. 14 <sup>th</sup> Street

CLASS "A" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3187	Sheboygan Liquor Depot	810 N. 14 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street
2949	Harrys Prohibition Bistro	668 South Pier Drive
3299	In the Bag	1501 Union Avenue
2563	Penn Ave Pub	827 Pennsylvania Avenue
1360	Slys Midtown Saloon	508 N. 8 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3322	Indiana Joes	933 Indiana Avenue

CHANGE OF AGENT

Jennifer Potter is replacing David Hoppe as agent effective immediately for the Sheboygan Outboard Club at 732 N. Water Street.

Jeremy Pust is replacing William Dawson as agent effective immediately for Sprechers Restaurant & Pub.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 <sup>th</sup> Street - Two day event June 22 and June 23, 2018 to include 40 x 40 tent south of sidewalk café/patio.
2943	Superior Bar and Grill	2607 Superior Avenue - One day event to be held June 9, 2018 to include parking lot North and West of building.
2949	Prohibition Bistro	668 South Pier Drive - Two day event to be held July 3 and July 4, 2018 to include entire first floor and outside patio area and grassy area west of patio to sidewalk.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2167	Cedano, Jose L.	805 Logan Avenue
2143	Childs, Demond M.	1511 S. 10 <sup>th</sup> Street

SIDEWALK CAFÉ LICENSE (RENEW) (April 14, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankies Pub & Grill	2218 Indiana Avenue
2427	Urbane	1231 N. 8 <sup>th</sup> Street

VII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 4, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 26-18-19 by the City Clerk, submitting license applications for the period ending June 30, 2018, December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020; reports that Taxicab Driver License application #2167 (Jose L. Cedano) has been withdrawn by the applicant and recommends accepting the withdrawal of the application and file the document.

*Consent*

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

Committee

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

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

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

VII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 4, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 26-18-19 by the City Clerk, submitting license applications for the period ending June 30, 2018, December 31, 2018, April 14, 2019, June 30, 2019 and June 30, 2020; recommends denying the following licenses:

Taxicab Driver License Application No. 2143 (Demond M. Childs) based upon his record of violations related to the licensed activity, his history as a repeat law offender, and his failure to cooperate with staff for the committee.

Beverage Operator License Application No. 2145 (Joseph J. Schultz) based upon his record of violations related to the licensed activity, his history as a repeat law offender, and his failure to cooperate with staff for the committee.

*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

VII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 4, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 33-18-19 by City Clerk submitting various license applications; recommends granting the following applications:

SIDEWALK CAFÉ (April 14, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3043	SR Tobacco	2529 S. Business Drive
2895	Superior Discount Liquor	823 S. 8 <sup>th</sup> Street

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue-Permanent change of premise to include John Michael Kohler Arts Center Building, excluding the ArtSpace (shop), to include the gardens, and the Artcafe Terrace.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts Center	608 New York Avenue - Events for 2018 - 6/21, 6/28, 7/5, 7/12, 7/21-7/22, 7/26, 8/2, 8/9, 8/16, 8/23 to include N. 7 <sup>th</sup> Street, N. 6 <sup>th</sup> Street, New York Avenue, Wisconsin Avenue, John Michael Kohler Arts Center Parking lot, Sculpture Garden, and City Green.
3257	J & R Bar N Grill	1823 N. 12 <sup>th</sup> Street - One day event June 16 <sup>th</sup> 2018 to include the South side of Building (Parking Lot.)
2840	4 <sup>th</sup> Street Tap	520 N. 4 <sup>th</sup> Street - One day event June 30, 2018 to include the parking lot From building facing North side yard on N. Franklin Street.

Consent

1040 Brennans

1101 Michigan Avenue - One day event  
July 29, 2018 to include west and south  
Parking lot in current premise  
Description.

"CLASS B" BEER LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3328	Jovada's Place	1210 Michigan Avenue

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

3304	Rocky Rococo	3740 S. Taylor Drive
1328	Sheboygan Athletic Club	2338 New Jersey Avenue
3312	Toys Thai Laos 1	1229 N. 8 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

3254	Bookworm Gardens	1415 Campus Drive
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"CLASS B" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2967	Big Daddys Pub & Grill	2123 N. 15 <sup>th</sup> Street
3160	Bomallies	2427 Calumet Drive
1040	Brennans On Michigan	1101 Michigan Avenue
1833	Champs Sports Bar	1501 Indiana Avenue
3092	CJ's Shipwrecked	902 Indiana Avenue
3150	Craft 30	1015 S. 10 <sup>th</sup> Street
1511	Dennys Bar	2140 Calumet Drive
2121	El Camino	823 Michigan Avenue
1516	Emmers	906 S. 15 <sup>th</sup> Street
3136	Franks Place	3023 N. 15 <sup>th</sup> Street
1799	George Michaels 1	513 N. 8 <sup>th</sup> Street
1892	Gosse's At Northwestern House	1909 Union Avenue
2386	Harmony Bar1	1336 Niagara Avenue
2192	Harry's Diner	2504 Calumet Drive
3250	Jakes Roundabout Steakhouse	4604 S. Business Drive
3257	J & R Bar & Grill	1823 N. 12 <sup>th</sup> Street
3333	Kohler Co.	Tax Key #'s: 59030458110, 59030458050, 59030258160, 59030458180, 59030458170, 59030458190, 59030458200
3086	Las Brisas	1129 S. 8 <sup>th</sup> Street
2085	Legend Larry's Wings & Things	733 Pennsylvania Avenue
2685	Lino Ristorante Italiano	422 South Pier Drive
1226	Meyers Lakeview Pub	550 Wilson Avenue
3217	Parker Johns BBQ & Pizza	705 Riverfront Drive
1252	Peteks Tavern	2702 S. 8 <sup>th</sup> Street
2272	PJ's Party Zone	910 N. 18 <sup>th</sup> Street
1303	Rupps Downtown	925 N. 8 <sup>th</sup> Street
1925	Screamers	2201 N. 15 <sup>th</sup> Street

1345 Sheboygan Outboard Club	732 N. Water Street
1346 Sheboygan Pine Club (Club)	1716 Geele Avenue
3198 Skiper Inn	808 Broadway
3186 Suscha Bar	1054 Pennsylvania Avenue
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 <sup>th</sup> Street
2566 That Place On 8 <sup>th</sup> 1	1432 S. 8 <sup>th</sup> Street
1752 The End Zone	904 Indiana Avenue
2193 The Kaddyshack	1502 S. 13 <sup>th</sup> Street
1420 VFW Post 9156	552 S. Evans Street
2100 Whats Up	1635 Michigan Avenue

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Fayes Pizza	1821 Calumet Drive
3235	Harvest Cafe	502 S. 8 <sup>th</sup> Street
3107	Luz De Luna	920 Michigan Avenue
3022	Paradigm	1202 N. 8 <sup>th</sup> Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "C" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Fayes Pizza	1821 Calumet Drive
3235	Harvest Cafe	502 S. 8 <sup>th</sup> Street
3107	Luz De Luna	920 Michigan Avenue
3022	Paradigm	1202 N. 8 <sup>th</sup> Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

CLASS "A" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	CVS Pharmacy #10549	1108 N. 14 <sup>th</sup> Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2920	Kwik Trip #873	625 S. Taylor Drive
2763	Kwik Trip #897	2033 North Avenue
3171	Minit Mart #2	2235 North Avenue
3172	Minit Mart #3	2420 Calumet Drive
3173	Minit Mart #4	3715 Washington Avenue
3175	Minit Mart #6	1230 N. Taylor Drive
3176	Minit Mart #7	1211 Weeden Creek Road
3169	Minit Mart #8	1006 Geele Avenue
2631	North 8 Oriental Store	2002 N. 8 <sup>th</sup> Street
1253	Petro Center #1	1208 Union Avenue
1254	Petro Center #4	2113 S. Business Drive
2374	Save-A-Lot/Pet Supplies Plus	1817 N. 8 <sup>th</sup> Street

3189 Shopko #116 518 S. Taylor Drive

CLASS "A" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 <sup>th</sup> Street
2765	Jakes Liquor 1	2019 S. Business Drive
3132	Pick 'N Save #6432	1317 N. 25 <sup>th</sup> Street
2820	Superior Discount Liquors	823 S. 8 <sup>th</sup> Street

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8017	Anderson, Randolph C.	1941 N. 35 <sup>th</sup> Street, Manitowoc
0900	Blair, Loretta M.	1626A N. 9 <sup>th</sup> Street
1015	Busch, Jeffrey M.	428 Saint Clair Avenue #4
2184	Caldwell, KJ	3608 N. 20 <sup>th</sup> Place
2189	Hernandez, Vicki L.	6917 Rex Lane, Sarasota, Florida
2191	Klima, Elizabeth J.	101 Madison Avenue, Cascade
2188	Klinzing, Caleb R.	2419 N. 11 <sup>th</sup> Street
5472	Kulow, Mary A.	1540 Sibley Court
2171	Mejia, Sandra J.	2309 N. 11 <sup>th</sup> Street
0894	Metz, Lisa Ann	1011 S. 10 <sup>th</sup> Street
2182	Olmsted, Gabrielle L.	1005 Green Acres Drive, Sheb. Falls
2173	Perez, Vanessa M.	5230 Pine Court
2185	Senkbeil, Faith A.	4040 N. 29 <sup>th</sup> Street
2175	Sippel, Brian M.	1305 S. 22 <sup>nd</sup> Street

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6743	Apel, Jay R.	1601 N. 8 <sup>th</sup> Street #C
1384	Aschenbach, Marc R.	817 Z Court
7164	Bath, Sherry A.	2509 N. 28 <sup>th</sup> Street
8079	Batres, Edgar D.	2313 Hillshire Drive
6455	Behnke, Barbara J.	1006 N. 16 <sup>th</sup> Street
1325	Born, Christy L.	2326 S. 11 <sup>th</sup> Street
7570	Coronado, Juan D.	712 N. 25 <sup>th</sup> Street
2938	Dean, Lisa Y.	1427 S. 16 <sup>th</sup> Street
1340	Dessart, Emmie M.	710 Buffalo Street, Sheb. Falls
8026	Dickert, Allen R.	621 Alabama Avenue
1476	Dowe, Jennifer C.	917 St. James Court
8384	Fischer, Cindy L.	826 North Evans Street
1559	Gabrish, Patricia M.	903 Page Court
1269	Gamez, Donna L.	2013 Cooper Avenue
8582	Gilman, Lindsay M.	214 Second Street, Sheb. Falls
4026	Graf, James J.	607 Sommer Drive
3679	Hajenga, Gail J.	2606 S. 7 <sup>th</sup> Street
8201	Hemenway, Kenneth R.	1408 N. 28 <sup>th</sup> Street

2872 Hendrikse, Larry A.  
7950 Hoffmann, Eileen B.  
1522 Holler, Kristi L.  
1314 Johnston, Kristen D.  
7791 Kalista, Jodi L.  
5633 Kempf, Shireen A.  
7872 Kinyon, Kirt D. (Club)  
1649 Knaak, William A.  
6614 Koerner, Mystie C.  
9393 Kohlhagen, Justin J.  
8881 Krahn, Nicole M.  
2620 Krueger, Janet L.  
8607 Malson, Joshua J.  
8964 Mayer-Sills, Theresa  
3376 Methfessel, Terrence J.  
3365 Meyer, Wendy K.  
1491 Mondragon, Cassandra A.  
0506 Munro, Ian E.  
1303 Nack, Cheryl L. (Club)  
1236 Nichols, Tonia M.  
1609 Nottling, Greg W.  
2352 Orvis, Parmalee

1416 Logan Avenue  
710 Whitcomb Avenue  
3115 Whistling Court  
1608A N. 11<sup>th</sup> Street  
2007 Calumet Drive  
916 Mayflower Avenue Apt. 4  
724 N. 15<sup>th</sup> Street  
1342 Winter Court  
1531 N. 5<sup>th</sup> Street  
N4296 County Road I, Sheb. Falls  
1133 Pershing Avenue  
2126 S. 14<sup>th</sup> Street  
2113 N. 20<sup>th</sup> Street  
1617 S. 13<sup>th</sup> Street  
3004 S. 18<sup>th</sup> Street  
1209 Humboldt Avenue  
1309 Pennsylvania Apt. D  
1015 Elm Street, Cleveland  
4414 Tara Lane  
1709 Superior Avenue  
3320 N. 13<sup>th</sup> Street  
1821 S. 12<sup>th</sup> Street

3731 Reinke, Steven G.	2228 S. 8 <sup>th</sup> Street
8612 Repphun, Peter	2109 Broadway Avenue
9709 Scheibl, Stacy J.	3742 Enterprise Drive
6368 Schmidt, Tiffany L.	1622 N. 25 <sup>th</sup> Street
6444 Schmidtke, James B.	N6137 Center Avenue, Sheb. Falls
1441 Staaben, Jeffrey P.	1339 Carl Avenue
8315 Stewart, Brittany E.	1602 Superior Avenue
9834 Suemnicht, Joy L.	417 N. Stafford Street, Plymouth
8960 Voelker, Kathleen M.	2112 Elm Avenue
4283 Webb, Sandra L.	1911 S. 14 <sup>th</sup> Street
8663 Whitcomb, Stacy L.	2425 N. 10 <sup>th</sup> Street
8959 Wilson, Michelle R.	1643 Weeden Creek Road
3502 Wolff, Richard A.	1622 N. 25 <sup>th</sup> Street
1620 Wunrow, Douglas V.	1622 S. 8 <sup>th</sup> Street
8028 Ziegelbauer, Robert J. (Club)	N8540 Lakeshore Road
2355 Ziegler, Jan M.	1312 Kentucky Avenue

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 4, 2018.

Your Committee to whom was referred Res. No. 23-18-19 by Alderperson Donohue authorizing the Purchasing Agent to enter into contract for the complete replacement of Heating, Ventilation and Air Conditioning (HVAC) Equipment at Fire Station #1, 833 New York Avenue, Sheboygan; recommends passing the Resolution.

*Consent*

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

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

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

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

III

4.3

Res. No. 23 - 18 - 19. By Alderperson Donohue. May 21, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete replacement of Heating, Ventilation and Air Conditioning (HVAC) Equipment at Fire Station #1, 833 New York Avenue, Sheboygan.

WHEREAS; The Sheboygan Fire Department is in the process of renovation and remodeling of Fire Station # 1 including roof replacement, masonry restoration, replacement of exterior doors and windows and other improvements and;

WHEREAS; the building condition report prepared by the Engineering firm of ZS, LLC specifically called out the need to budget for complete replacement of the HVAC equipment serving the building, primarily due to the age and obsolescence of the equipment. Originally, this equipment was not programmed for budget inclusion until 2019 however bids received for the other improvements have yielded favorable variances and there is adequate funding in the 2018 Capital Improvements Budget for the work. In addition, the new equipment will be sealed combustion, direct venting, allowing for the chimney to be removed and eliminated as part of the masonry restoration project. The Purchasing Agent issued a Request for Bids for the work and has received only one bid. The bid, from Kleeman Mechanical Inc. of Sheboygan meets or exceeds all specifications with the proposed cost falling within usual and customary parameters.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Kleeman Mechanical Inc. of Sheboygan in the amount of \$144,963.00 for the replacement of the two boilers, Air conditioning equipment and hot water heater at Fire Station # 1.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on Capital Improvements Account # 47722100-621200 in payment of same.

*AHPS approve*

*[Signature]*

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred Res. No. 24-18-19 by Alderperson Wolf authorizing the signing of a drainage/storm sewer easement across the property located at 4717 South Taylor Drive (Markwardt Sales and Service); recommends passing the Resolution.

*Consent*

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

Committee

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

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

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

III

4.4

Res. No. 24 - 18 - 19. By Alderperson Wolf. May 21, 2018.

A RESOLUTION authorizing the signing of a drainage / storm sewer easement across the property located at 4717 South Taylor Drive (Markwardt Sales and Service).

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to sign and record the Storm Sewer Easement, a copy of which is attached hereto and incorporate herein.

*Public Works  
approve*



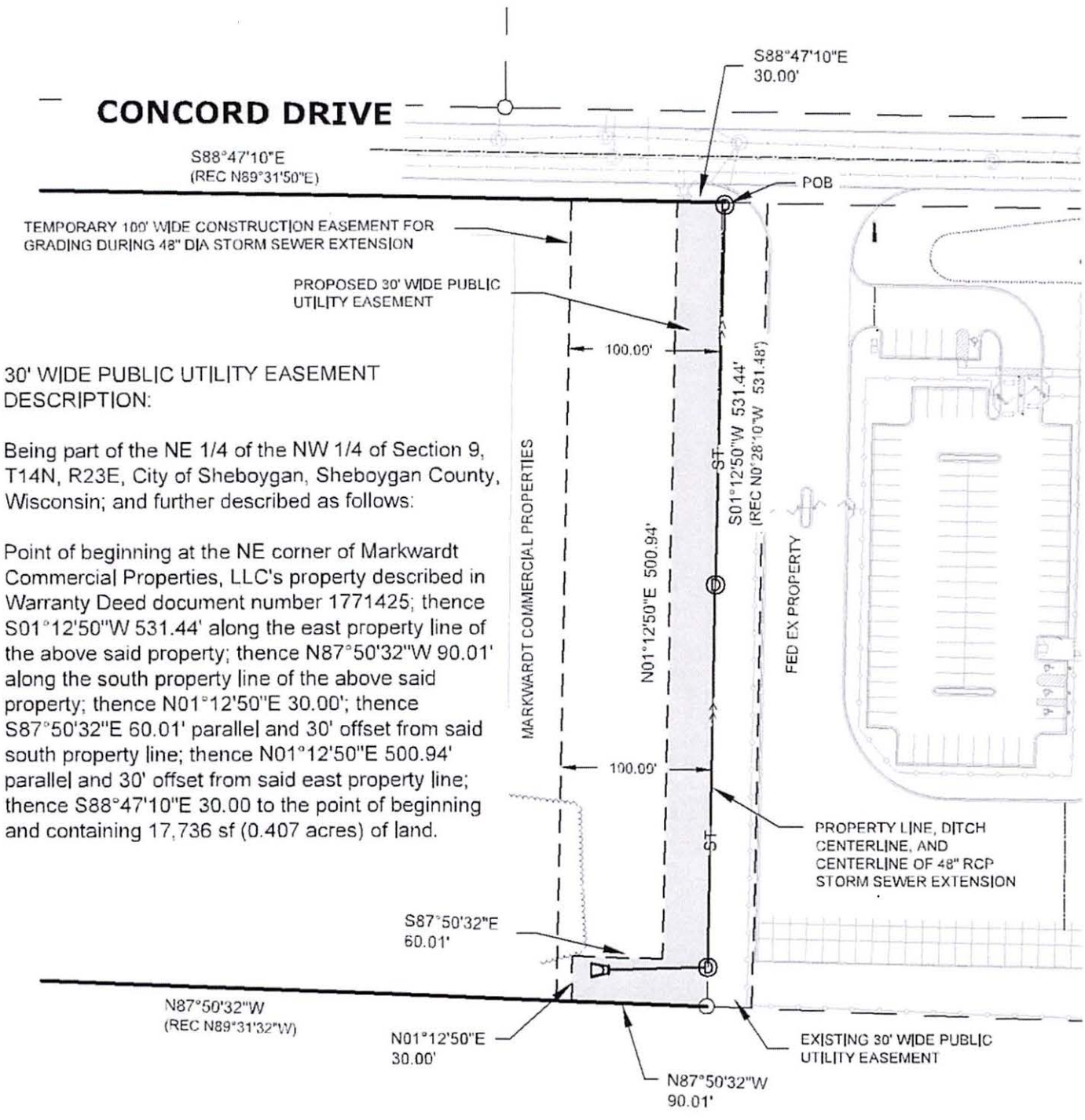
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

# EASEMENT EXHIBIT "A"

## PROPOSED EASEMENTS



TEMPORARY 100' WIDE CONSTRUCTION EASEMENT FOR GRADING DURING 48" DIA STORM SEWER EXTENSION

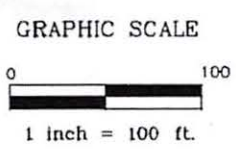
PROPOSED 30' WIDE PUBLIC UTILITY EASEMENT

**30' WIDE PUBLIC UTILITY EASEMENT DESCRIPTION:**

Being part of the NE 1/4 of the NW 1/4 of Section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin; and further described as follows:

Point of beginning at the NE corner of Markwardt Commercial Properties, LLC's property described in Warranty Deed document number 1771425; thence S01°12'50"W 531.44' along the east property line of the above said property; thence N87°50'32"W 90.01' along the south property line of the above said property; thence N01°12'50"E 30.00'; thence S87°50'32"E 60.01' parallel and 30' offset from said south property line; thence N01°12'50"E 500.94' parallel and 30' offset from said east property line; thence S88°47'10"E 30.00' to the point of beginning and containing 17,736 sf (0.407 acres) of land.

DRAWING DATE: APRIL 11, 2017  
 REVISION DATE: MAY 4, 2017



Wagner

EXCAVATING, Inc.

3437 PAINE AVENUE SHEBOYGAN, WI 53081  
 (920) 458-0082 FAX (920) 458-0565

City of Sheboygan  
 Sheboygan Business Park  
 Markwardt Commercial Prop

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred Res. No. 25-18-19 by Alderperson Wolf authorizing a professional services agreement with Strand Associates for the design phase of the City of Sheboygan (City) Storm Water Management Plan Update; recommends passing the Resolution.

*Consent*

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

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

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

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

III

4.5

Res. No. 25 - 18 - 19. By Alderperson Wolf. May 21, 2018.

A RESOLUTION authorizing a professional services agreement with Strand Associates for the design phase of the City of Sheboygan (City) Storm Water Management Plan Update.


WHEREAS, the City is acting as the lead agency for the Storm Water Management Plan Updates; and

WHEREAS, the proposal for services submitted by Strand Associates was considered the most advantages after review of 3 proposals received by a team of City Staff; and

WHEREAS, the work under this contract is funded thru an agreement with the Wisconsin DNR matching 50% of all eligible expenses up to \$85,000. The total Cost of the project is \$211,900; therefore the City's portion is \$126,900.

RESOLVED: That the proposal of Strand Associates for the design phase of the Storm Water Management Plan Update is deemed most advantageous, and the appropriate City officials are hereby authorized to enter into a professional service agreement with Strand Associates in an amount not to exceed \$211,900; payment from Account No. 40033150-631500.

Public Works  
approve

  
\_\_\_\_\_

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

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

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



Strand Associates, Inc.<sup>®</sup>  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608-251-4843  
(F) 608-251-8655

## AGREEMENT FOR TECHNICAL SERVICES

### CITY OF SHEBOYGAN, WISCONSIN AND STRAND ASSOCIATES, INC.<sup>®</sup>

**This Agreement** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Sheboygan, Wisconsin, hereinafter referred to as OWNER, located at 2026 New Jersey Avenue, Sheboygan, Wisconsin 53081, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

#### Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services, Compensation, and Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 18-01.

#### Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.
6. Flood Studies: Any services involved in performing flood and floodway studies.
7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

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City of Sheboygan  
Page 2  
May 11, 2018

10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

### **Compensation**

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated on June 4, 2018. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

City of Sheboygan  
Page 3  
May 11, 2018

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. Pay all permit and plan review fees payable to regulatory agencies.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

### **Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

City of Sheboygan  
Page 4  
May 11, 2018

### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are

City of Sheboygan  
Page 5  
May 11, 2018

being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

**Terms and Conditions**

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:  
STRAND ASSOCIATES, INC.®

OWNER:  
CITY OF SHEBOYGAN

**NOT FOR SIGNATURE**

\_\_\_\_\_  
Matthew S. Richards                      Date  
Corporate Secretary

\_\_\_\_\_  
Ryan Szama                                  Date  
City Engineer



**Strand Associates, Inc.®**  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608-251-4843  
(F) 608-251-8655

Task Order No. 18-01  
City of Sheboygan, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Technical Services Agreement dated \_\_\_\_\_, 20\_\_

### **Project Information**

Services Name: Stormwater Management Plan Update

Services Description: Prepare a Stormwater Management Plan update for stormwater quality consistent with OWNER's Municipal Separate Storm Sewer System (MS4) permit and stormwater quantity planning services in targeted areas of the municipality. This project is partially funded by a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source and Stormwater Grant.

### **Scope of Services**

ENGINEER will provide the following services to OWNER:

1. Administration and Meetings  
Provide general project administration and prepare for, attend, and provide a meeting summary for each of the following meetings, as applicable:
  - a. Meeting No. 1–Kickoff meeting
  - b. Meeting No. 2–Progress meeting to discuss preliminary existing conditions modeling (Water Quality and Water Quantity Modeling)
  - c. Meeting No. 3–Progress meeting to discuss stormwater program updates, existing conditions modeling (Water Quality and Water Quantity), and potential alternatives to evaluate
  - d. Meeting No. 4–Progress meeting to discuss draft alternatives evaluation
  - e. Meeting No. 5–Final plan presentation to City Council, including discussion regarding the concept-level stormwater utility feasibility study findings.
2. Double-Ring Infiltrometer Testing  
Provide field infiltration testing on existing grass swales at 12 locations throughout the city and communicate results to the WDNR. OWNER shall provide water source for performing tests.
3. Stormwater Program Updates
  - a. Review and prepare updated OWNER construction site erosion control and postconstruction stormwater management ordinances and programs in accordance with recent NR 151 revisions for OWNER review.
  - b. Review and prepare updates to OWNER's Illicit Discharge Detection and Elimination (IDDE) program in accordance with WDNR's March 2012 guidance document and OWNER's MS4 Permit.
  - c. Review and prepare updates to OWNER's existing Stormwater Pollution Prevention Programs (SWPPP) including Public and Private Best Management Practice (BMP) Inspection/Maintenance Program, Leaf Pick-Up Program, Winter Road Management Plan based on OWNER-provided information. This will include one SWPPP for OWNER's Municipal Service Building.

City of Sheboygan  
 Task Order No. 18-01  
 Page 2  
 May 11, 2018

4. Stormwater Quality Modeling, Pollutant Reduction Strategy Evaluation, and Proposed Implementation Plan
  - a. Data Gathering and Review—Submit a data request to OWNER for existing stormwater-related reports, existing stormwater BMP information, and existing geographic information system (GIS) files showing locations of existing stormwater quality BMPs for which OWNER seeks pollutant reduction credit. Review existing reports and findings.
  - b. Stormwater Quality Modeling—Prepare WinSLAMM modeling with the latest version of WinSLAMM in accordance with WDNR’s October 20, 2014, Total Maximum Daily Load (TMDL) Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance, including the following.
    - (1) Update GIS maps based on OWNER-provided information: Soils (silty, sandy, clayey), WinSLAMM landuse map (based on most recent landuse data), drainage basin map (including watersheds/reachsheds, BMP locations, Wisconsin Pollutant Discharge Elimination System (WPDES) holders, and excluded areas from modeling), drainage type map (curb and gutter and grass swales), and street sweeping location/frequency.
    - (2) Prepare a single WinSLAMM file for each drainage basin that calculates both “Base/No Control Condition” and “Existing Conditions” for Total Suspended Solids (TSS) and Total Phosphorus (TP). Existing Conditions WinSLAMM files will include modeling of existing BMPs (such as wet ponds, dry ponds, bioretention, infiltration, hydrodynamic separators, catch basins with sumps, and street sweeping) based on OWNER-provided information. Contact WDNR to obtain a list of Notice of Intents (NOIs) issued between October 1, 2004 (advent of NR151 date) and submit to OWNER to review which BMPs have not previously been modeled in OWNER’s 2007 Citywide Nonpoint Pollution WinSLAMM Analysis.
    - (3) Prepare a tabular summary of the “Base/No Control Conditions” and “Existing Conditions” WinSLAMM modeling results in accordance with OWNER’s MS4 permit broken out by drainage basin. Provide GIS figures showing baseline and existing conditions TSS and TP load/acre/year per drainage subbasin.
  - c. Pollutant Reduction Strategy Evaluation (Within City Limits)—Provide alternatives evaluation for up to three alternatives within the city limits to assist in meeting or exceeding theoretical wasteload allocations from a future TMDL for one theoretical scenario to be agreed upon with OWNER (anticipated to be a wasteload allocation of 40 percent TSS reduction, which is equivalent to a 27 percent TP reduction). In the two Hot Spot Area Watersheds defined in item No. 5, the deliverables from the item No. 5 services will be used to assist in sizing potential stormwater quality BMPs. Prepare a figure, evaluation, opinion of probable construction cost, and 20-year present-worth cost for each alternative.
  - d. Pollutant Reduction Strategy Evaluation (Alternative Compliance Strategies)—Prepare alternatives evaluation documenting the mechanism for achieving TMDL compliance through water quality trading (with OWNER’s wastewater treatment facility, other MS4s, private point dischargers, and agricultural lands). Develop a concept level 20-year present-worth cost for water quality trading (with agricultural lands) to assist in meeting or exceeding theoretical wasteload allocations from a future TMDL for one theoretical scenario to be agreed upon with OWNER (anticipated to be a wasteload allocation of 40 percent TSS reduction, which is equivalent to a 27 percent TP reduction). Communicate with Sheboygan County to identify potential agricultural BMPs, trading partners, and mechanisms.

City of Sheboygan  
 Task Order No. 18-01  
 Page 3  
 May 11, 2018

- e. **Proposed Implementation Plan**—Develop a proposed implementation plan considering engineering requirements, amount of water quality or water quantity benefit, available funding sources, land availability, and proximity to wetlands. The proposed implementation plan will include prioritization of improvements, potential schedule of improvements, and a budgeting plan with identification of potential funding sources.
5. **Small Storm Conveyance System Analysis (Grant Eligible)**
    - a. **Data Gathering and Review**—Provide a data request to OWNER for existing stormwater-related reports, existing stormwater BMP information, existing storm sewer conveyance system information (rim/invert elevations, and pipe size/type), and existing GIS files showing locations of existing stormwater quantity and stormwater quality BMPs. Review relevant existing reports and findings.
    - b. **Hydrology and Hydraulics Parameters**—Develop hydrology parameters (watershed, runoff curve numbers based on WinSLAMM land use, and time of concentration) that will represent the watersheds leading to storm sewers in the city at two Hot Spot Areas. Develop hydraulic parameters (pipe size, pipe type, invert and rim elevations) for storm sewer (33,050 linear feet (LF) of mainline storm sewer that is 24 inches or more in diameter; 4,480 LF of critical mainline storm sewer less than 24 inches in diameter near the two Hot Spot Areas; and 4,410 LF of interconnection mainline storm sewer less than 24 inches in diameter) within the watersheds leading to the two Hot Spot Areas. The two Hot Spot Areas are stormwater quantity and stormwater quality areas determined by OWNER. The two Hot Spot Areas are defined as flood-prone and high-pollutant load areas in the city’s urban core along Union Avenue served by a storm sewer mainline west of Sauk Trail Road serving a 118-acre watershed that discharges to the Sheboygan River; and flood-prone and high-pollutant load areas in the city’s urban core along Wilson Avenue served by two storm sewer mainlines, one along Wilson Avenue serving a 452-acre watershed that discharges to Lake Michigan, and one extending from near the intersection of South 21st Street and Wilson Avenue to the intersection of Camelot Boulevard and South 12th Street serving a 408-acre watershed that discharges to Fisherman’s Creek.
    - c. **Existing Conditions Modeling**—Provide existing conditions XPSWMM 2D modeling that incorporates the conveyance features in the two Hot Spot Areas listed above, existing stormwater flood control and applicable stormwater quality control features that are contiguous to the conveyance features listed and overland flow routes. Provide industry standard skeletonization of storm sewer system along the conveyance features in the two Hot Spot Areas, as appropriate. Perform a critical duration evaluation using Bulletin 71 Rainfall Amounts and Huff Rainfall Distribution.
    - d. **Small Storm Existing Conditions Flood Extent Maps**—Prepare flood extent and depth mapping for the two modeled Hot Spot Areas for the two-year design storm event using Bulletin 71 Rainfall Amounts and Huff Rainfall Distribution for the critical duration storm.
    - e. **Prepare a draft and final narrative describing item No. 5 efforts including figures and table of flows for the two-year design storm event.**
  6. **Large Storm Conveyance System Evaluation (Non-Grant Eligible)**
    - a. **Large Storm Existing Conditions Flood Extent Maps**—Prepare existing conditions flood extent and depth mapping for the two modeled Hot Spot Areas for the five-, ten-, 25-, and 100-year design storms using Bulletin 71 Rainfall Amounts and Huff Rainfall Distribution for the critical duration storm starting with the existing conditions XPSWMM modeling completed for the grant-eligible portion of the project (Item No. 5).

City of Sheboygan  
Task Order No. 18-01  
Page 4  
May 11, 2018

- b. Alternatives Evaluation (Conveyance Upgrade)—Develop an alternative at each of the two Hot Spot Areas to upgrade existing modeled mainline storm sewers (24-inch-diameter and greater and critical less than 24-inch-diameter) to have capacity to convey the ten-year storm event (or other agreed upon storm event to be determined after completion of the existing conditions modeling) including a figure, narrative, and opinion of probable construction cost.
  - c. Alternatives Evaluation (Conveyance Upgrade with Detention)—Develop an alternative at each of the two Hot Spot Areas to upgrade existing modeled mainline storm sewers (24-inch-diameter and greater and critical less than 24-inch-diameter) to have capacity to convey the ten-year storm event (or other agreed upon storm event to be determined after completion of the existing conditions modeling) and detention seeking to keep 100-year flood extents within OWNER right-of-way along Union Avenue and Wilson Avenue. Prepare a figure, narrative, and opinion of probable construction cost for each area. Prepare a flood extent and depth map for each area when running the 100-year storm event.
- 7. Stormwater Plan Update
  - Prepare a Stormwater Plan Update documenting the plan efforts and submit to OWNER in draft and final format. The Stormwater Plan Update will briefly incorporate Environmental Protection Agency's nine key elements. Provide a total of six hard copies (three draft and three final) and one portable document format file of the draft plan and final report. Provide final GIS and WinSLAMM files to OWNER.
- 8. Field Survey/Inventory of Stormwater BMPs and Conveyance Features to Update OWNER Stormwater Management System Mapping
  - Provide up to 170 hours of engineering time to update deficient portions of OWNER's stormwater management system mapping consisting of the following:
    - a. Provide two eight-hour days to field survey/inventory up to 14 existing publicly owned stormwater BMPs in the city.
    - b. Provide two and one-half eight-hour days of global positioning system field survey/inventory of the existing mainline storm sewer structures (177 structures and four outfalls) to obtain structure rim elevations and outfall invert elevations. OWNER shall provide all traffic control and a staff person to assist with this task.
    - c. Provide five eight-hour days of structure poling field survey/inventory to obtain invert depths of storm sewer in mainline storm sewer structures. OWNER shall provide all traffic control and a staff person to assist with this task.
    - d. Prepare a GIS shapefile of surveyed storm structures and populate shapefile with rim elevation and invert elevation.
    - e. Prepare a GIS shapefile of surveyed mainline storm sewer and populate shapefile with the invert elevations and pipe size, pipe material, length, and slope of existing OWNER mapping.
- 9. Concept-Level Stormwater Utility Feasibility Study
  - a. Review OWNER's existing stormwater management budget.
  - b. Prepare a proposed stormwater management budget based on OWNER-provided information.

City of Sheboygan  
Task Order No. 18-01  
Page 5  
May 11, 2018

- c. Prepare a rate base estimate of potential annual revenues for a range of stormwater utility rates. The rate base estimate will be based on development of a preliminary estimate of impervious area in the city using available land-use GIS and parcel data. The amount of impervious area on various parcels will be based on typical percent impervious for each land-use classification.
  - d. Prepare an estimate of potential impacts to various land-use classes at up to ten parcels by comparing costs under a tax-based and a fee-based funding mechanism.
  - e. Prepare a narrative documenting item No. 9 efforts.
10. GIS Support for IDDE Screening and Stormwater BMP Inspection/Maintenance Mapping Tools
- a. Provide up to 24 hours of remote on-call assistance to OWNER.
  - b. Provide two site visits (four hours on-site for each visit) to assist OWNER.

#### **OWNER Responsibilities**

In addition to those listed in the associated Technical Services Agreement, the following items are considered OWNER responsibilities.

- 1. Provide list/location of new, redevelopment, and in-fill development projects with an NOI submitted on or after October 1, 2004, and a map showing the location of each.
- 2. Assist ENGINEER in field inventory of BMPs and conveyance features.
- 3. Assist ENGINEER in field inspection of existing stormwater BMPs including a boat for performing GPS depth probes in wet ponds.
- 4. Develop IDDE Screening and Stormwater BMP Inspection/Maintenance Mapping Tools for which ENGINEER is assisting OWNER under item No. 10.
- 5. Provide list/description (and digital map of the locations), design and record drawings (grading plans/details), and stormwater management reports of all known existing stormwater BMPs (including privately owned, as appropriate) and practices for which stormwater quality credit is pursued, as available. Provide existing stormwater maintenance agreements for privately owned BMPs. For wet ponds, minimum necessary information includes stage/storage, outlet structure/pipes, and approximate depth of water in the pond today (i.e., has sediment accumulated such that there is less than three feet of wet pond water depth?), as available.
- 6. Provide available existing soil borings at dry detention basins/stormwater facilities.
- 7. Provide the most recent version of the following maps in a digital format, some of which have already been received:
  - a. Stormwater system map
  - b. City boundary map
  - c. Existing land use map
  - d. City street parking map, showing type and extent of parking control on curb and gutter drainage-type streets, as available
  - e. Zoning map
  - f. Street map
  - g. Parcel map

City of Sheboygan  
Task Order No. 18-01  
Page 6  
May 11, 2018

- h. Street sweeping map
- i. Wetlands map
- j. Storm sewer outfalls
- k. Most recent aerial photography map
- l. Most recent two-foot contour map
- m. WinSLAMM subbasin boundaries from 2007 stormwater plan, as available
- n. WinSLAMM land use map from 2007 stormwater plan, as available
- o. 2014 LIDAR (Light Detection and Ranging) data

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$211,900.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated on June 4, 2018. Services are scheduled for completion on June 28, 2019.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF SHEBOYGAN

**NOT FOR SIGNATURE**

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

\_\_\_\_\_  
Ryan Sazama  
City Engineer

Date

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred Res. No. 26-18-19 authorizing the signing of a general municipal facilities easement across the Wisconsin Power and Light Company property located adjacent to the Southeast side of the Union Pacific Railroad on South Taylor Drive; recommends passing the Resolution.

*Consent*

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

Committee

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

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

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

III

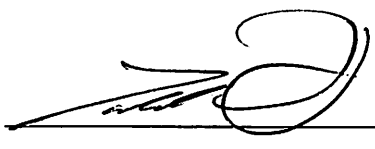
4.6

Res. No. 26 - 18 - 19. By Alderperson Wolf. May 21, 2018.

A RESOLUTION authorizing the signing of a general municipal facilities easement across the Wisconsin Power and Light Company property located adjacent to the Southeast side of the Union Pacific Railroad on South Taylor Drive.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to sign and record a general municipal facilities easement, a copy of which is attached hereto and incorporate herein.

*Public Works approve*

  
\_\_\_\_\_

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

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

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

**Easement For:**

- Aboveground Electric Lighting Facilities
- Underground Electric Line Facilities
- Ingress and Egress / Roadway
- ~~- Storm Water Collection Facilities~~
- Water Main Facilities
- Sanitary Sewer Main Facilities
- Storm Water Main Facilities

Strike the above facilities **NOT** included in this easement.

The undersigned **Grantor, Wisconsin Power and Light Company, a Wisconsin corporation, the Grantor herein**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the **City of Sheboygan**, a corporation organized and existing under and by virtue of the State of Wisconsin **the Grantee herein**, the Grantees successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect or remove the above designated facilities upon, in, over and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said easement to be **SEE BELOW** feet in width described as follows:

See Exhibit A and B for map and legal description of easement.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)  
Part of 59281470559

The side margins of the easement strip are lengthened or shortened to terminate at the Landowner's property lines that are intersected by the above described reference line

The Grantee is also granted the associated necessary rights to:

- 1) enter upon the premises described above for the purposes of exercising the rights conferred by this easement,
- 2) have reasonable ingress and egress for personnel, equipment and vehicles to and from said easement area across the property of the Landowner adjacent thereto,
- 3) construct, install, maintain, operate, repair, replace, rebuild, inspect and remove the above designated facilities and other appurtenances upon, over and under said premises.

The Grantee shall pay for all damages to property of the Grantor and all losses arising at any time out of the exercise by it of the rights herein granted caused by the construction, maintenance or removal of said facilities. Prior to the exercise of any of the rights given to the Grantee herein, Grantee agrees to give Grantor reasonable advance notice in writing of the exercise of such rights. Grantee understands that the Grantor is a public utility and in the exercise of its business presently has wires, cables, pipes, poles, structures, and other associated appurtenances upon, over and under the property described in this instrument and in the ordinary exercise of its business may be required to replace, repair or reconstruct said wires, cables, pipes, poles, structures and other associated appurtenances upon, over and under said premises. Therefore, Grantee hereby agrees that if at any time the Grantor is required to go upon the premises described herein or under said premises for the purpose of repairing, replacing or reconstruction or adding to of said wires, cables, pipes, poles, structures and other associated appurtenances, the Grantee will at its own cost and expense remove, relocate or protect its property placed upon said premises at the request of the Grantor in such a manner as Grantor in its sole discretion may request.

The Grantee shall not have the right to erect any fence or building on such land other than the above designated facilities and associated appurtenances and the right is hereby expressly reserved to Wisconsin Power and Light Company, its successors and assigns of every use and enjoyment of said land, including the right to grant additional easements. It is further understood and agreed, by the Grantee that it will at all times protect, indemnify, save and hold harmless Wisconsin Power and Light Company, its officers, employees, and agents, against and from any and all claims arising out of or from any accidents or other occurrences on or about the easement premises causing injury to any person or persons or damage to property, whomsoever or whatsoever (including, but not limited to the employees of the Grantee) and due directly or indirectly to the use of the easement premises or any part thereof by said Grantee, its employees, agents, customers, guests or invitees, provided, however, that in no event shall Grantee indemnify Wisconsin Power and Light Company for direct damage claims to the extent arising out of the negligent acts or omissions of Wisconsin Power and Light Company, its officers, employees or agents.

Grantee agrees that it will call diggers hotline prior to any excavation on the easement/not levy any special assessments against Grantor's land as a result of the facilities placed thereon.

This agreement is binding upon the heirs, successors and assigns of the parties hereto; and shall run with the lands described herein.

WITNESS the signature of the Grantor this 20 day of March, 2018

WISCONSIN POWER AND LIGHT COMPANY

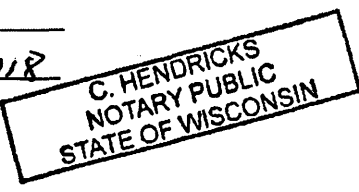
By: [Signature]  
David de Leon, Vice President - Operations

ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE    )

The foregoing instrument was acknowledged before me this 20 day of March, 2018 by Davie de Leon to me known as a authorized representative of WISCONSIN POWER AND LIGHT COMPANY, a Wisconsin corporation on behalf of the corporation.

[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 10/7/2018



Authorized By: **CITY OF SHEBOYGAN**

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

\_\_\_\_\_  
Meredith DeBruin  
City of Sheboygan – City Clerk

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF SHEBOYGAN    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who authorized the foregoing instrument and acknowledged the same.

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

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

This easement is authorized by and in accordance with Resolution Number \_\_\_\_\_

This instrument drafted by City of Sheboygan

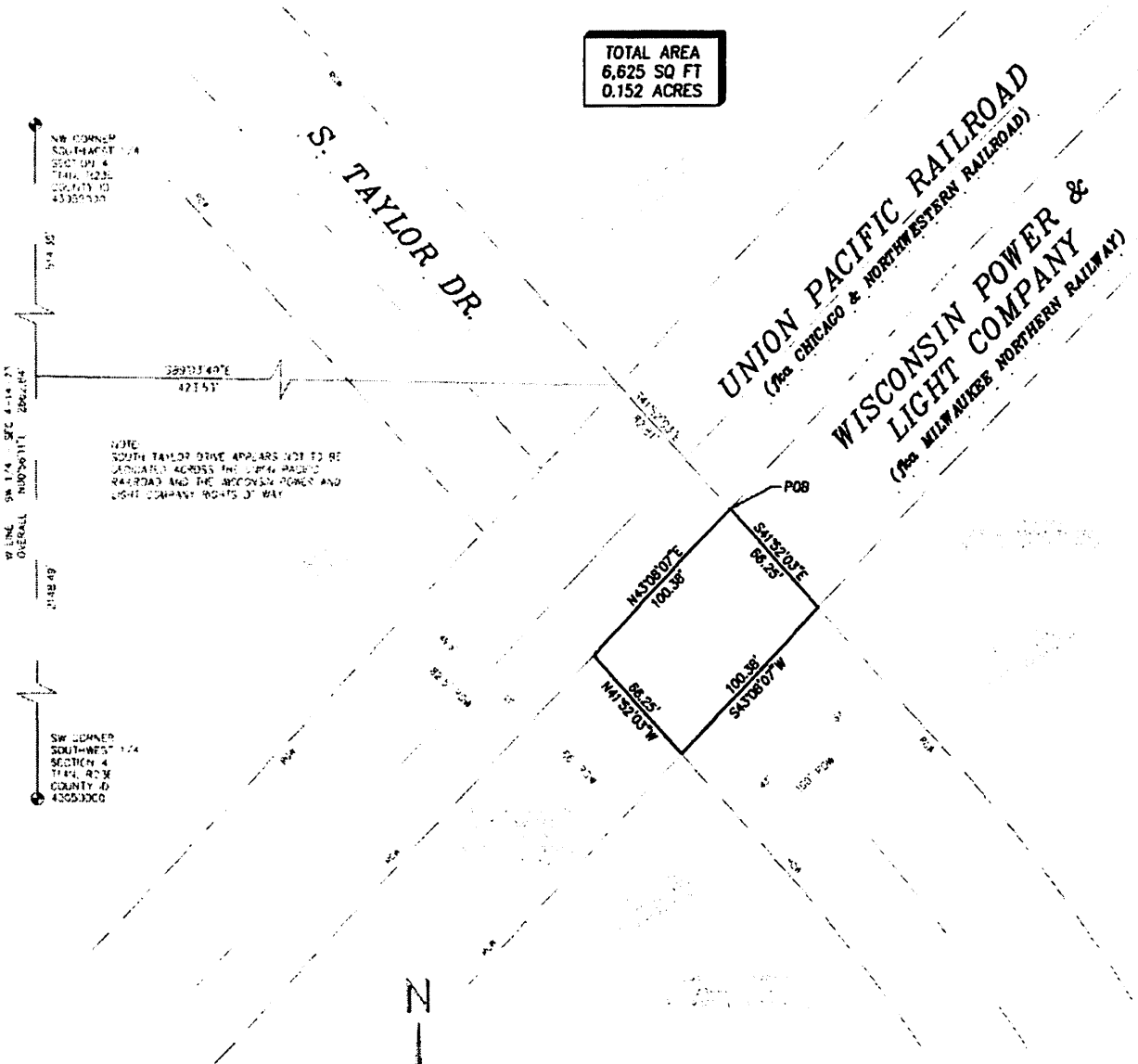
\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
Checked By

# EXHIBIT A EASEMENT MAP

UNPLATTED LANDS LOCATED IN THE  
NW 1/4 OF THE SW 1/4 OF SECTION 4, T14N - R23E,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

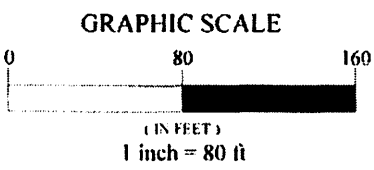
TOTAL AREA  
6,625 SQ FT  
0.152 ACRES



NOTE:  
SOUTH TAYLOR DRIVE APPEARS NOT TO BE  
ADJACENT TO THE WEST LINE OF  
SECTION 4 AND THE WISCONSIN POWER AND  
LIGHT COMPANY RAILWAY.

NW CORNER  
SOUTH-EAST 1/4  
SECTION 4  
T14N R23E  
SHEBOYGAN CO  
43350133


SW CORNER  
SOUTH-WEST 1/4  
SECTION 4  
T14N R23E  
SHEBOYGAN CO  
43350133



PARENT PARCEL ID 59281470559

BEARINGS ARE REFERENCED TO THE WEST  
LINE OF THE SW 1/4 OF SECTION 4-14-23 AS  
N00°56'11"E (SHEBOYGAN COUNTY  
COORDINATES - NAD83 (1991))

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED 1/19/18



City of  
**Sheboygan**  
spirit on the lake

Department of Public Works  
Engineering Division  
City of Sheboygan, Wisconsin  
Phone 920-459-1304  
Fax 920-459-4227

**LEGEND**  
 RECORDED SHEBOYGAN  
COUNTY MONUMENT

**EXHIBIT B**  
**EASEMENT DESCRIPTION**

UNPLATTED LANDS LOCATED IN THE  
NW 1/4 OF THE SW 1/4 OF SECTION 4, T14N - R23E,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Unplatted lands located in the Northwest 1/4 of the Southwest 1/4 of Section 4, Town 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

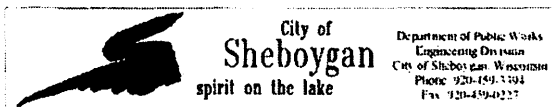
Commencing at the Southwest corner of the Southwest 1/4 of said Section 4;  
thence North 00°56'11" East, along the West line of said Southwest 1/4, a distance of 2148.49 feet;  
thence South 89°03'49" East a distance of 423.53 feet to the intersection of the Northeasterly Right of Way line of South Taylor Drive and the Northwesterly Right of Way line of the Union Pacific Railroad, and the South corner of Lot 1 of a Certified Survey Map recorded in Volume 23 of Certified Survey Maps on Pages 190-191 as document 1840281 in the Sheboygan County Register of Deeds office;  
thence South 41°52'03" East, along the Southeasterly extension of said Northeasterly Right of Way line of South Taylor Drive, a distance of 82.81 feet to the Northwesterly line of the Wisconsin Power and Light Company Right of Way as recorded in a Quit Claim Deed in Volume 1167 of Records on Pages 693-695 as document 1218059 and the Point of Beginning for this description;  
thence continuing South 41°52'03" East, along said Southeasterly extension of the Northeasterly Right of Way line of South Taylor Drive, a distance of 66.25 feet to the intersection of the Southeasterly line of said Wisconsin Power and Light Company Right of Way and the Northeasterly Right of Way line of said South Taylor Drive, and the West corner of lands described in a Special Warranty Deed recorded as document 2010312 in said Register of Deeds office;  
thence South 43°08'07" West, along said Southeasterly Right of Way line, a distance of 100.38 feet to the Southwesterly Right of Way line of said South Taylor Drive and the North corner of lands described in a Warranty Deed recorded in Volume 1970 on Pages 715-718 as document 1631655 in said Register of Deeds office;  
thence North 41°52'03" West, along the Northwesterly extension of said Southwesterly Right of Way line of South Taylor Drive, a distance of 66.25 feet to said Northwesterly line of the Wisconsin Power and Light Company Right of Way;  
thence North 43°08'07" East, along said Northwesterly line of the Wisconsin Power and Light Company Right of Way, a distance of 100.38 feet to said Southeasterly extension of the Northeasterly Right of Way line of South Taylor Drive and the Point of Beginning for this description.

The above described land contains 0.152 acres (6,625 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS

DATED 1/19/18



SHEET 5 OF 5 SHEETS

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred Res. No. 27-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a new Single Axle Dump Truck with plow, wing and slide in spreader and brine distribution system for the Motor Vehicle Division of the Department of Public Works; recommends passing the Resolution.

*Consent*

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

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

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

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

III

4.7

Res. No. 27 - 18 - 19. By Alderperson Wolf. May 21, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a new Single Axle Dump Truck with plow, wing and slide in spreader and brine distribution system for the Motor Vehicle Division of the Department of Public Works.

WHEREAS; The Department of Public Works has included a new, single axle dump truck in the 2018 Motor Vehicle Division Capital Improvement budget and;

WHEREAS; The new truck will feature a snowplow, wing plow, stainless steel dump body with a slide in spreader and brine application system and;

WHEREAS; The purchase of the truck will utilize the contracts available through the National Joint Powers Alliance (NJPA) which results in the lowest costs available to the city as well as eliminating the need for competitive bidding. As a member in good standing with NJPA, the city is entitled to access this national contract pricing. Following receipt of the truck, a 2007 model dump truck will be sold at auction with the proceeds deposited with the Finance Director and:

RESOLVED: That the Purchasing Agent is authorized to enter into contract with Truck Country of Oak Creek WI for the purchase of a 2019 Freightliner 114SD single axle truck with Monroe Truck Equipment Body and related accessories in the amount of \$215,975.00.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on 70136100-641200 2018 Motor Vehicle Capital Improvements Fund in the amount of \$215,975.00 and the need for competitive bidding is hereby waived.

Public Works  
APPROVE

  
\_\_\_\_\_

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred Res. No. 28-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a replacement dump truck body for an existing 2007 Model dump truck, including a slide in spreader and brine distribution system and related accessories for the Motor Vehicle Division of the Department of Public Works; recommends passing the Resolution.

*Consent*

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

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

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

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

III

4.8

Res. No. 28 - 18 - 19. By Alderperson Wolf. May 21, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a replacement dump truck body for an existing 2007 Model dump truck, including a slide in spreader and brine distribution system and related accessories for the Motor Vehicle Division of the Department of Public Works.

WHEREAS; The Department of Public Works has determined that in lieu of replacement of a 2007 model Tri-Axle dump truck with a badly worn and rusted dump body it is in the best interest of the city to instead replace the body only and add a slide -in spreader and liquid brine application system and;

WHEREAS; The replacement dump body and the slide in salt spreader will both be constructed of stainless steel to assure a long life expectancy and resistance to salt related corrosion and;

WHEREAS; The purchase of the dump body and related equipment will utilize the contracts available through the National Joint Powers Alliance (NJPA) which results in the lowest costs available to the city as well as eliminating the need for competitive bidding. As a member in good standing with NJPA, the city is entitled to access this national contract pricing from Monroe Truck Equipment of DePere WI. Following replacement, the old body, which is in poor condition, will be scrapped.

RESOLVED: That the Purchasing Agent is authorized to enter into contract with Monroe Truck Equipment of DePere WI for the purchase of a replacement Stainless Steel Dump Body, Stainless Spreader, Brine distribution system and related equipment in the amount of \$ 64,951.00.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on 70136100-641200 2018 Motor Vehicle Capital Improvements Fund in the amount of \$64,951.00 and the need for competitive bidding is hereby waived.

*Public Works approve*

  
\_\_\_\_\_

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 31-18-19 by Alderpersons Wolf and Sorenson authorizing executing a lease for the former County Highway Department building on North 23<sup>rd</sup> Street for use by certain City Hall departments during construction of City Hall; recommends passing the Resolution.

Consent

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

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

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

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

III

**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 31 - 18 - 19. By Alderperson Wolf and Sorenson. May 29, 2018.

A RESOLUTION authorizing executing a lease for the former County Highway Department building on North 23<sup>rd</sup> Street for use by certain City Hall departments during construction at City Hall.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Lease Agreement with Aurora Medical Group, Inc., in form substantially similar to the attached, for the use of the former County Highway Department building.

*Public Works approve*

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

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

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

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

## LEASE AGREEMENT

This Lease Agreement is entered into this \_\_\_\_\_ day of May, 2018, by and between **AURORA MEDICAL GROUP, INC.** d/b/a Aurora Health Care Medical Group, a Wisconsin non-stock corporation ("Landlord"), and the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation ("Tenant").

**WHEREAS**, Tenant desires to lease the premises described in Section 1 (the "Premises") and Landlord is willing to lease the Premises on the terms and conditions hereinafter set forth; and

**WHEREAS**, Landlord and Tenant desire to enter into a Lease Agreement for the Premises for the operation of governmental offices.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the rents, agreements, and conditions herein contained, the parties agree as follows:

**1. PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord the approximately 12,800 square foot building (the "Building") located at 1211 North 23<sup>rd</sup> Street, Sheboygan, Wisconsin 53081, and that portion of the adjacent land shown on attached Exhibit A (the Building and the land being referred to collectively herein as the "Premises").

**2. TERM.** Subject to the provisions herein, the term of this Lease shall be for one year, nine days, commencing May 22, 2018, and month-to-month thereafter; provided, however, that in no event shall the term extend beyond May 31, 2020. If the Tenant desires to terminate the lease on May 31, 2019 or at the end of any given month prior to May 31, 2020, the Tenant shall provide notice in writing to the Landlord of said termination no fewer than 30 days in advance of the date of termination.

**3. USE AND COMPLIANCE WITH LAWS.** Tenant shall use the Premises exclusively for government use (the "Use"), and for no other purpose without the prior written consent of Landlord, subject to and in compliance with all other provisions of this Lease. Tenant shall at all times conduct its business in a first-class, professional, and businesslike manner. Tenant shall comply with all federal, state, county, city or other governmental agency laws, regulations, rules, ordinances, or codes, relating to the Premises and Tenant's use thereof including, without limitation, health, safety, and building codes, the Americans With Disabilities Act and the Wisconsin Barrier-Free Design Act, and any permit or license requirements.

**4. RENTAL.**

**A. Base Rent.** Tenant hereby covenants and agrees to pay Landlord Base Rent for the Premises in the sum of \$5,333.33 per month. Base Rent shall be payable on the first day of each month during the term of this Lease. If the term commences other than the first day of a month a partial rents month shall be due and payable on the date of commencement.

**B. Real Estate Taxes.** Tenant shall be responsible for Tenant's proportionate and prorated share of all taxes, assessments and levies assessed against the Premises, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, that are due and payable during each calendar year containing any portion of the Term (collectively, the "Taxes"). All Taxes shall be paid by Tenant in the manner set forth below.

(i) Taxes shall be paid in advance on the first (1st) day of each calendar month in estimated monthly installments of the amount projected by Landlord to be equal to 1/12th of Tenant's annual obligation for Taxes. Within ninety (90) days after the end of each calendar year during the Term, Landlord shall furnish Tenant with a statement of the actual amount of Taxes for the year in question. Within fifteen (15) days after the delivery of each such statement to Tenant by Landlord, Tenant shall pay to Landlord, or

Landlord shall credit to Tenant, as the case may be, the difference between the estimated payments actually made by Tenant for the year in question and the correct amount of Taxes for such year, as shown on such statement. For the calendar years in which this Lease commences and terminates, the provisions of this section shall apply, and Tenant's liability for Taxes for such years shall be subject to a pro rata adjustment based on the number of days of such calendar years during which the Term is in effect. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of Taxes to which such bill relates. From time to time, Landlord shall notify Tenant in writing of the amount of Tenant's monthly installments due hereunder and adjustments thereto, and thereafter Tenant shall make its installment payments accordingly without notice or demand. Tenant's obligations under this Section shall survive the expiration of the term of this Lease.

(ii) If any tax shall be levied, assessed or imposed upon the income arising from the rents payable hereunder, partially or totally in lieu of or as a substitute for any Taxes, Tenant and not Landlord shall pay the same.

(iii) Tenant shall also pay all Taxes levied against any personal property owned by Tenant and situated at the Property prior to the due date for such taxes.

D. Tenant's Proportionate Share. The Parties anticipate that the warehouse portion of the Building will be leased to one or more third parties. For purposes of this Section 4, Tenant shall pay only a proportionate share of real estate taxes and utilities, excluding all uses by third parties. Tenants shall have no obligation to modify the utilities for use by third parties; however Tenant would permit Landlord to make such a modification.

E. Other Expenses, Net Lease. Tenant shall pay directly all other expenses incurred by Tenant related to its use of the Premises, including without limitation utilities, as set forth in Section 11 below. This Lease is what is commonly called a "net lease," it being understood that Landlord shall receive the Base Rent set forth in Section 4.A. free and clear of any and all other impositions, taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises. All of charges in addition to Base Rent and payable by Tenant hereunder (including Tenant's liability for Taxes, insurance, and utilities) shall constitute additional rent ("Additional Rent"), and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Base Rent. Base Rent, Additional Rent and all other sums payable under this Lease by Tenant (collectively "Rent") shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense.

5. **SECURITY DEPOSIT**. At the signing of this Lease, Tenant shall pay Landlord a security deposit in the amount of Zero Dollars (\$0.00).

6. **INSURANCE**. During the term of this Lease and any renewal thereof, the Parties shall provide and maintain a policy of property and general liability coverage insurance on the Building and pay all premiums thereon. All insurance requirements herein shall be obtained through responsible insurance companies licensed to do business in the State of Wisconsin. Landlord's insurance shall not cover Tenant's personal property. The Tenant shall be responsible for providing personal property, general commercial liability, and worker's compensation insurance with respect to the Premises and persons of the respective City departments that are utilizing the Premises.

7. **MUTUAL WAIVER OF SUBROGATION**. Landlord and Tenant hereby waive any rights each may have against the other arising out of any loss or damage connected in any way to or arising in any way out of any occurrence related to the Premises or in the Building to the extent that such damage or loss is insured under the insurance policies maintained by either party. Landlord and Tenant, on behalf

of their respective insurance companies, waive any right of subrogation they may have against each other where such waiver of subrogation is not invalidated by applicable state law or the insurance policies.

**8. INDEMNIFICATION.** Tenant will protect, indemnify, save harmless, and defend Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of: (a) any failure on the part of Tenant to perform or comply with any of the terms of this Lease caused by the negligence of Tenant; or (b) any negligent act or omission of Tenant or its employees, agents, licensees, or invitees. Landlord, at Landlord's option and at Tenant's expense, may contest, resist, and defend any such claim, action, or proceedings asserted or instituted against Landlord and may compromise or otherwise dispose of the same as it sees fit. If Landlord does not defend any such claim, action, or proceedings as herein provided, Tenant shall at Tenant's expense contest, resist, and defend any such claim, action, or proceeding asserted or instituted against Landlord. Tenant agrees to give Landlord immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

Landlord will protect, indemnify, save harmless, and defend Tenant from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Tenant by reason of: (a) any failure on the part of Landlord to perform or comply with any of the terms of this Lease; or (b) any negligent act or omission of Landlord or its employees, agents, licensees, or invitees at the Premises. Tenant, at Tenant's option and at Landlord's expense, may contest, resist, and defend any such claim, action, or proceedings asserted or instituted against Tenant and may compromise or otherwise dispose of the same as it sees fit. If Tenant does not defend any such claim, action, or proceedings as herein provided, Landlord shall, at Landlord's expense, contest, resist, and defend any such claim, action, or proceeding asserted or instituted against Tenant. Landlord agrees to give Tenant immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

**9. DAMAGE AND DESTRUCTION.** The Parties acknowledge that Landlord's current plans are to demolish to Building at the end of this lease. Landlord shall have no obligation to repair any damage or destruction to the Premises. In the event the Premises or the Building is damaged by any peril and, after written inquiry by Tenant, Landlord elects not to repair the damage or destruction to the Premises, then, Tenant may, at Tenant's election, proceed to repair such damage or destruction. In the event that Landlord elects not to repair any damage or destruction to the Premises and such election not to repair would adversely affect Tenant's ability to operate its business in the Premises, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days after the date of the damage or destruction. If Landlord does elect to repair such damage or destruction, Base Rent shall abate proportionately to the loss of use by Tenant during the period of repair. In no event will Landlord be required to spend on any restoration of the Premises any amount in excess of the insurance proceeds actually received by Landlord in regard to such damage or destruction. Landlord shall not be responsible for repairing or restoring any of Tenant's fixtures, equipment or other property, and Tenant may repair or restore the same, if at all, at its expense.

**10. MAINTENANCE AND REPAIR.**

A. Tenant has inspected the Premises and accepts the same "AS IS" in their current condition without any express or implied warranties by Landlord. Subject to 10.B below, Tenant shall make all repairs and replacements to the Premises, including the parking lot and structural and roof repairs required due to the negligence of Tenant, its employees or agents as the need to make such repairs and replacements arises, and shall maintain the Premises in good order and repair, and in a safe and sanitary condition. If Tenant refuses or neglects to commence any repairs or replacements within ten (10) days after receipt of written demand by Landlord, or does not adequately complete the same within a reasonable time thereafter, Landlord may, but shall not be obligated to, make such repairs without incurring liability to Tenant for any loss or damage that may accrue to Tenant or Tenant's business by reason thereof.

B. Neither Landlord nor Tenant shall be required to make any structural or roof repairs to the Premises, provided, however, if such a repair or replacement is needed and Landlord refuses to perform the same, Tenant may terminate this Lease on thirty (30) days' notice to Landlord if Tenant's use of the Premises is materially adversely affected by the failure of Landlord to make such repair or replacement. In no event shall Landlord have any obligation to make any repairs to the Premises.

11. **UTILITIES.** Tenant shall pay, as they become due and payable and before they become delinquent, all charges for electricity, heat, air conditioning, water, gas, fuel, snow removal, telephone, sewage usage or rental, garbage disposal, refuse removal and any other utility service furnished to the Property (the "Utilities"). All Utilities shall be placed in the name of Tenant. In no event will Landlord be liable for any interruption or failure in the supply of any of the Utilities, regardless of the cause. Additionally, in no event shall the Tenant be responsible for the cost of utility services incurred by a third party pursuant to Paragraph 4.E.

12. **ALTERATIONS.** Tenant shall not demolish improvements upon the Leased Premises without the prior written consent of Landlord, which may be subject to such conditions as Landlord may require in its sole discretion.

13. **DEFAULT.** Should Tenant (i) fail to make any payment of Rent when due or (ii) violate or fail to perform any of the other terms or conditions herein contained and such failure or default is not cured within thirty (30) days after Landlord gives notice of such default to Tenant, or (iii) abandon the Premises, then at Landlord's option: (x) this Lease shall be immediately terminated upon written notice to Tenant with the same effect as if the Lease provided for expiration on that day, (y) Tenant's right to possession shall be immediately terminated upon written notice to Tenant and Tenant shall continue to be liable for all rent due for the remainder of the term, or (z) Landlord shall have the right to exercise any other remedy provided by Wisconsin law.

14. **MISCELLANEOUS.**

A. **Discharge of Liens.** Tenant will not permit any mechanics' or similar liens for labor or materials furnished to the Premises during the term of this Lease to be filed against the Premises or any part thereof; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within thirty (30) days after such filing. Tenant shall indemnify Landlord against and save Landlord harmless from any and all loss, damage, claims, liabilities, judgments, costs, and expenses arising out of the filing of any such lien. Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises, nor as giving Tenant any right, power, or authority to contract for or permit the performance of any labor or services or the furnishings of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof.

B. **As-is Condition.** The Premises will be turned over to the Tenant in "as-is" condition.

C. **Notices.** Any notice or demands to be given hereunder shall be in writing and shall be given by mailing the notice by certified or registered mail, return receipt requested, postage prepaid, and any such notice shall be deemed to have been given when deposited in the mail. If intended for Landlord, the notice shall be mailed to:

To Landlord: c/o Aurora Health Care, Inc.  
750 West Virginia Street  
Milwaukee, Wisconsin 53204  
Attn: Corporate Real Estate

or such other address as Landlord may designate by notice to Tenant; and if intended for Tenant, the notice shall be mailed to:

To Tenant: City Clerk  
CITY OF SHEBOYGAN  
828 Center Avenue  
Sheboygan, WI 53081

or such other address as Tenant may designate by notice to Landlord.

D. Commission. The Landlord is responsible for payment of all real estate commissions due to Cushman & Wakefield | Boerke as a result of this transaction.

E. Quiet Enjoyment. So long as Tenant shall perform its obligations under this Lease, it shall be entitled to peaceful and quiet enjoyment of the Premises subject to the applicable terms of this Lease.

F. Signage. The Tenant has the right to install and place signage associated with its Use.

G. Surrender of Premises. Tenant agrees that upon the expiration or prior termination of the Lease, Tenant will vacate and surrender the Premises to Landlord in good order and repair, ordinary wear and tear excepted. Should Tenant remain in possession of the Premises after expiration or termination of this Lease without Landlord's approval, no tenancy or interest in the Premises shall result therefrom and Landlord shall have the right to reenter and possess the Premises and remove all property and persons therefrom and shall have all other remedies available at law or in equity. Except as otherwise provided by law, if Tenant fails to remove any fixtures or personal property belonging to it within ten (10) days after the termination of this Lease, the same shall be deemed abandoned by Tenant and shall, at Landlord's option, become the property of Landlord, or may be removed from the Premises by Landlord at the expense of Tenant.

H. Successors and Assigns. This Lease and all of the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively of the parties hereto provided, however, that no assignment in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

I. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them.

J. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

K. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable under applicable law, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

L. Subject to Common Council Approval. This agreement shall not be effective until a resolution approving this lease is approved by the City of Sheboygan Common Council.

M. Entry by Landlord. Landlord and its representatives shall have the right, at all reasonable times, to enter upon the Premises for the purposes of examining and inspecting the same, however such entry shall not unreasonably interfere with the business of Tenant. This section shall not be construed as imposing any obligation upon Landlord to inspect the Premises.

**IN WITNESS WHEREOF**, Tenant and Landlord have hereunto set their hands and seals on the date first written above.

**TENANT:**

**CITY OF SHEBOYGAN**

**By:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**By:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**LANDLORD:**

**AURORA MEDICAL GROUP, INC.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. June 4, 2018.

Your Committee to whom was referred Gen. Ord. No. 4-18-19 by Alderpersons Wolf and Sorenson creating parking limits so as to add a two hour parking limit between 8:00 a.m. and 6:00 p.m. except on Sundays and holidays on the east side of North 8<sup>th</sup> Street between Huron Avenue and Michigan Avenue; recommends passing the Ordinance.

*Consent*

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

Committee

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

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

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

~~A~~

6.1

Gen. Ord. No. 4 - 18 - 19. By Alderpersons Wolf and Sorenson. May 21, 2018.

AN ORDINANCE creating parking limits so as to add a two hour parking limit between 8:00 a.m. to 6:00 p.m. except on Sundays and holidays on the east side of North 8th Street between Huron Avenue and Michigan Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on the east side of South 8th Street from 90 feet south of the south curb line of Huron Avenue to 126 feet south of the south curb line of Huron Avenue shall be limited to two hours between 8:00 a.m. and 6:00 p.m. each day except Sundays and holidays.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*Public Works  
approve*

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

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**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An Ordinance creating parking limits so as to add a two hour parking limit between 8:00 a.m. to 6:00 p.m. except on Sundays and holidays on the east side of North 8<sup>th</sup> Street between Huron Avenue and Michigan Avenue.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** May 25, 2018

**MEETING DATE:** May 29, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

This parking ordinance will be placed in front of the commercial property located at 1325 and 1327 North 8<sup>th</sup> Street. These parking restrictions are currently in front of the commercial property located at 1317 North 8<sup>th</sup> Street which is located directly to the south of 1325/1327 North 8<sup>th</sup> Street property. The commercial properties on this section of North 8<sup>th</sup> Street between Michigan Avenue and Huron Avenue on the east side of the road want a consistent commercial parking standard. This ordinance will extend the two hour parking limit 36 feet to the north on the east side of North 8<sup>th</sup> Street between Michigan Avenue and Huron Avenue.

**STAFF COMMENTS:**

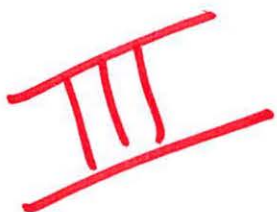
The extension of this two hour parking zone will better serve the two businesses located on this section of North 8<sup>th</sup> Street. One of the businesses is a barbershop and the other business is a spa. Businesses such as this in the central commercial district of the City rely on the rotation of parking on the street for their customers.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the General Ordinance 4-18-19.

**ATTACHMENTS:**

- I. Gen. Ord. 4-18-19



Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Dekker. June 4, 2018.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for vacant land located on North 15<sup>th</sup> Street across from 822 North 14<sup>th</sup> Street.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., July 2, 2018, in the Sheboygan County Courthouse, 5<sup>th</sup> floor, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Commercial (UC) to Class Urban Residential (UR) Classification:

Vacant land located on North 15<sup>th</sup> Street (Parcel # 59281500560):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, in Block 119, of the Original Plat of the City of Sheboygan.

*Consent.*

\_\_\_\_\_

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

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

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

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Wolf. June 4, 2018.

**A RESOLUTION in recognition of the service of Kim Dalhaimer to Mead Public Library**

WHEREAS, **Kim Dalhaimer** served as a librarian from December 9, 1974 to May 19, 2018; and

WHEREAS, **Kim Dalhaimer** was widely known among library patrons as a tireless and dedicated researcher, who was willing to go the extra mile for any reference question.

WHEREAS, **Kim Dalhaimer** was an excellent ambassador for the library, providing high-quality customer service and treating every patron with dignity and respect.

WHEREAS, **Kim Dalhaimer** served as the institutional memory of the library, drawing on his more than four decades at Mead.

WHEREAS, **Kim Dalhaimer** led multiple book discussion groups over the years that continually attracted a strong following.

WHEREAS, **Kim Dalhaimer** led the library's first Big Read program in 2008, with the book "Fahrenheit 451."

NOW THEREFORE BE IT RESOLVED THAT the Mead Public Library Board of Trustees commends **Kim Dalhaimer** on his service to the community as a staff member at Mead Public Library for 44 years. His hard work and dedication to his craft contributed to the excellent reputation that Mead Public Library enjoys in the community.

Dated this May 24, 2018

Amitt Gibson  
Library Director

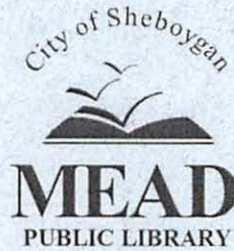
Maeve Quinn  
Board President

Consent

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

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

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



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WHEREAS, **Kim Dalhaimer** was an excellent ambassador for the library, providing high-quality customer service and treating every patron with dignity and respect.

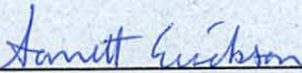
WHEREAS, **Kim Dalhaimer** served as the institutional memory of the library, drawing on his more than four decades at Mead.

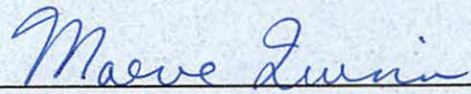
WHEREAS, **Kim Dalhaimer** led multiple book discussion groups over the years that continually attracted a strong following.

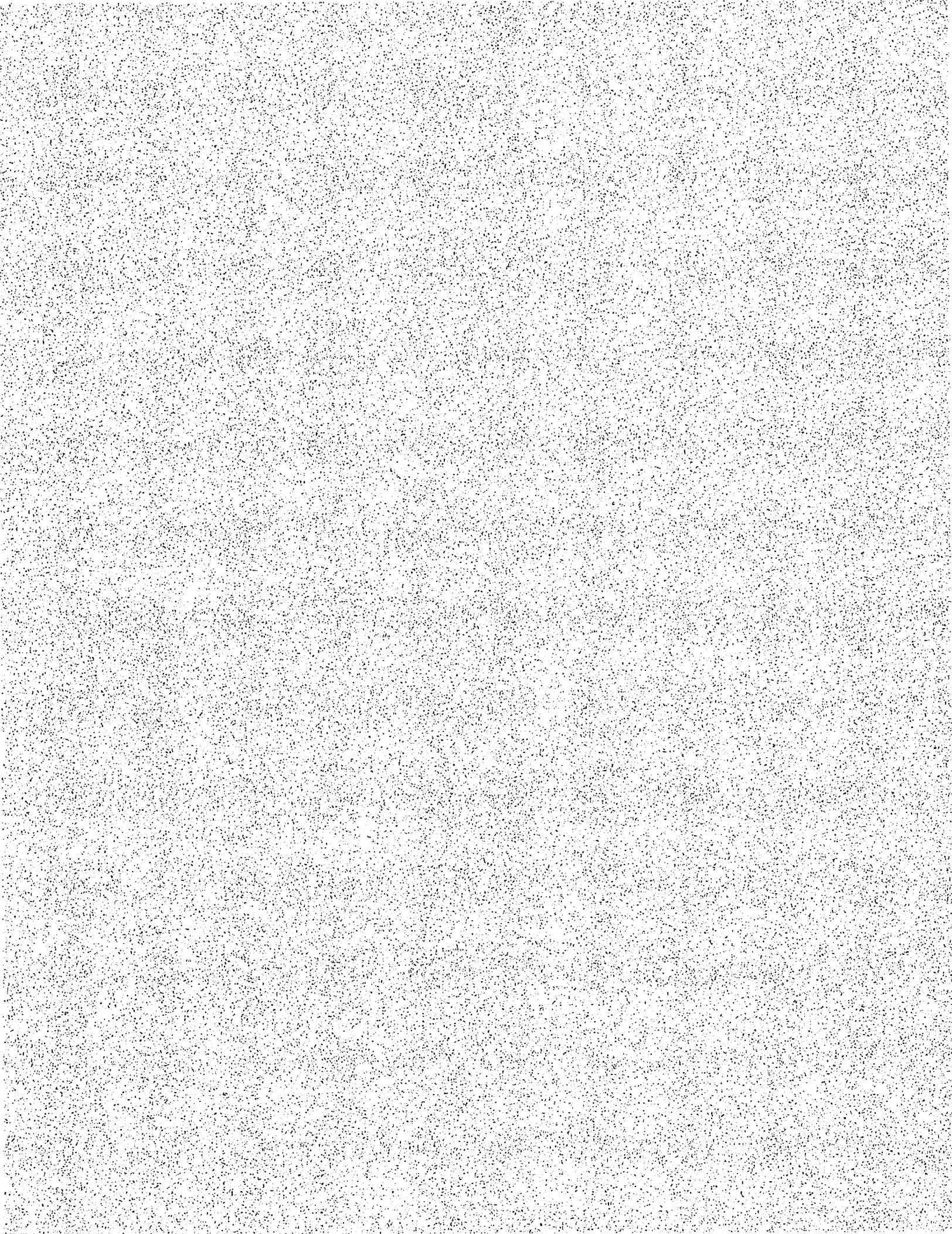
WHEREAS, **Kim Dalhaimer** led the library's first Big Read program in 2008, with the book "Fahrenheit 451."

NOW THEREFORE BE IT RESOLVED THAT the Mead Public Library Board of Trustees commends **Kim Dalhaimer** on his service to the community as a staff member at Mead Public Library for 44 years. His hard work and dedication to his craft contributed to the excellent reputation that Mead Public Library enjoys in the community.

Dated this May 24, 2018

  
\_\_\_\_\_  
Library Director

  
\_\_\_\_\_  
Board President



III

R. O. No. \_\_\_\_\_ - 18 - 19. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
June 4, 2018.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$30,000 in sponsorship contribution towards the 2018, 2019 and 2020 City's Freedom Fest Celebration from Wisconsin Bank and Trust.

Vollrath has agreed to sponsor the 4<sup>th</sup> of July Freedom Fest parade for three years; 2018, 2019 and 2020 at \$10,000 per year.

Visit Sheboygan, Inc., the City's tourism entity is contracted by the City of Sheboygan to manage the Freedom Fest Celebration and will provide promotional opportunities for the event utilizing Wisconsin Bank and Trust's logo.

The City of Sheboygan appreciates Wisconsin Bank and Trust's contribution towards this event that draws approximately 80,000 people to our community and should be commended for their partnership in continuing these festivities.

*ac file*

\_\_\_\_\_  
DIRECTOR OF PLANNING AND DEVELOPMENT



March 15, 2018

Ms. Amber Lamers  
Wisconsin Bank and Trust  
604 North 8<sup>th</sup> Street  
Sheboygan, WI 53081

Dear Ms. Lamers:

Thank you for your continued support regarding Wisconsin Bank and Trust's sponsorship of the City's Freedom Fest event. We are grateful that Wisconsin Bank and Trust is choosing to continue its longstanding support for this top City of Sheboygan event.

As in the past, Wisconsin Bank and Trust agrees to sponsor the City's 2018 4<sup>th</sup> of July Parade in the amount of \$10,000.00 for 2018, 2019 and 2020. The City respectfully requests that WI Bank and Trust provide the payment to the City's tourism entity, Visit Sheboygan, Inc. 621 S. 8<sup>th</sup> Street Sheboygan, no later than April 20, 2018.

Visit Sheboygan, Inc., is contracted with the City of Sheboygan to manage the Freedom Fest event and will provide promotional opportunities for the event utilizing Wisconsin Bank and Trust's logo.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Wisconsin Bank and Trust's continued commitment to the City and to the citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the success of this event, which is anticipated and enjoyed by an estimated 80,000 people each year.

If you are in acceptance, please sign and date in the box below and email back to me at [Chad.Pelishek@sheboyganwi.gov](mailto:Chad.Pelishek@sheboyganwi.gov)

Sincerely

Chad Pelishek  
Planning & Development Director

WISCONSIN BANK AND TRUST AGREEMENT:	
Title:	<u>Market President SVP</u>
Date Signed:	<u>5/22/18</u>

**II**

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting an application from Richardson Industries, Inc. for a change in the zoning classification of vacant land located on North 15<sup>th</sup> Street across from 822 North 14<sup>th</sup> Street (Parcel #59281500560) from Class Urban Commercial (UC) to Class Urban Residential (UR) Classification.

*City Plan*

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

MAY 25 '18 AM 9:08

OFFICE USE ONLY

APPLICATION NO.: \_\_\_\_\_

RECEIPT NO.: 180758

FILING FEE: **\$200.00** (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**

(Requirements Per Section 15.903)  
Revised May, 2012

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

**1. APPLICANT INFORMATION**

APPLICANT: Richardson Industries, Inc. PHONE NO.: (920)

ADDRESS: 635 Old County Rd. PP, Sheboygan Falls E-MAIL: \_\_\_\_\_

OWNER OF SITE: Richardson Industries, Inc. PHONE NO.: ( )

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: Vacant land on N. 15 St. across from 822 N. 14<sup>th</sup> St., Sheboygan – see attached Exhibit A.

LEGAL DESCRIPTION: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, in Block 119, of the Original Plat of the City of Sheboygan.

PARCEL NO. 59281500560 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: The property is vacant land on the Sheboygan River owned by applicant and formerly used in its business.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Construction of a condominium development and related residential uses.

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?       The proposed amendment will allow a desirable and neighborhood compatible development to take place, i.e. condominium development, that would not occur but for the amendment.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?       The proposed amendment allows a development that is consistent with the adjoining residential character, maintains the environs of the subject property, increases the tax base of the subject property and is aesthetically pleasing to the general area of the subject property, and in particular the adjoining Sheboygan River.

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

See reasons stated above and the attached letter (Exhibit B).

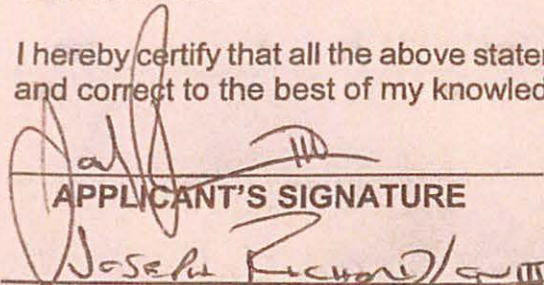
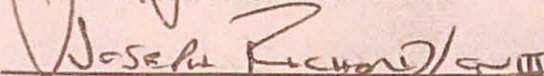
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**4. CERTIFICATE**

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

  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**  
  
\_\_\_\_\_  
**PRINT ABOVE NAME**

5/21/2018  
\_\_\_\_\_  
**DATE**

**APPLICATION SUBMITTAL REQUIREMENTS**

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

**EXHIBIT A**

**LOCATION OF PROPERTY**

(see attached)

59281500560



Show search results for 592...



(1 of 2)

Subdivision:

[Land Records Portal](#)

Situs:

Parcel: 59281500560  
Owner 1: RICHARDSON INDUSTRIES  
INC  
Owner 2:  
Address: 635 OLD COUNTY RD PP  
City: SHEBOYGAN FLS  
State: WI  
Zip: 53085  
Zip4: 1869

Parcel may require  
shoreland/floodplain permit:

[Zoom to](#)

-87.722 43.753 Degrees

200ft



**EXHIBIT B**

**LETTER OF EXPLANATION**

(see attached)

The purpose for the proposed amendment is to allow the development of a condominium, which would consist of 32 two-bedroom townhouse condominium units, as generally shown on the attachment. Each unit would include one and a half bathrooms and one or 2 car garage. The units are ranged in building clusters of 4 to 8 units in each building, which will create a community type structure. It is anticipated that the condominium development will add approximately 6 million or more in additional taxable assessment.

Presently, the property is vacant (and has been for several years) and is zoned Urban Commercial. The property was formally a lumber yard for previous owners and does have environmental issues which the development will address. The property also sits in an area designated as a Central Mixed Use area on the Future Land Use map in the City of Sheboygan Comprehensive Plan, a copy of which is attached. To the south of the proposed development is residential property. Immediately east of the proposed development is commercial property formally operated by Richardson Lumber Co. (and Ebenreiter Lumber Co. prior) but which is now vacant. The developers of the condominium project identified above are also purchasing this property, so they will be able to control the use thereof. Also east of the proposed development is the Glas Café and Cellcom retail shop.

The City of Sheboygan Comprehensive Plan identifies several key initiatives including the following:

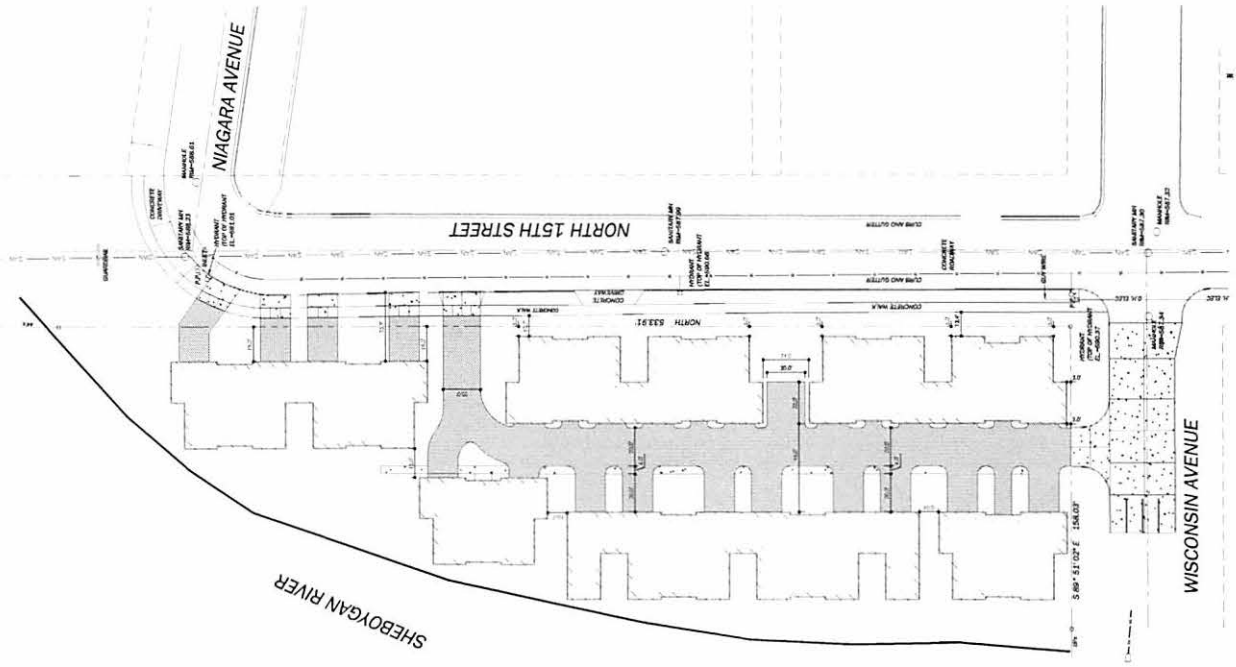
- Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.
- Enhancing the lakefront and riverfront to attract new development, appeal to residents, and facilitate a healthy community.
- Diversifying the City's housing stock by supporting market rate infill and redevelopment housing aimed at empty nesters, seniors and young professionals.

The proposed condominium development will accomplish these key initiatives, allowing the redevelopment of a vacant, underutilized site into market-rate housing which will be complementary to the adjoining riverfront, provide infill development and be complementary to the adjoining uses. Additionally, the proposed development is consistent with the objectives and policies set forth in Chapter 4 Housing and Neighborhood Development of the City of Sheboygan Comprehensive Plan.

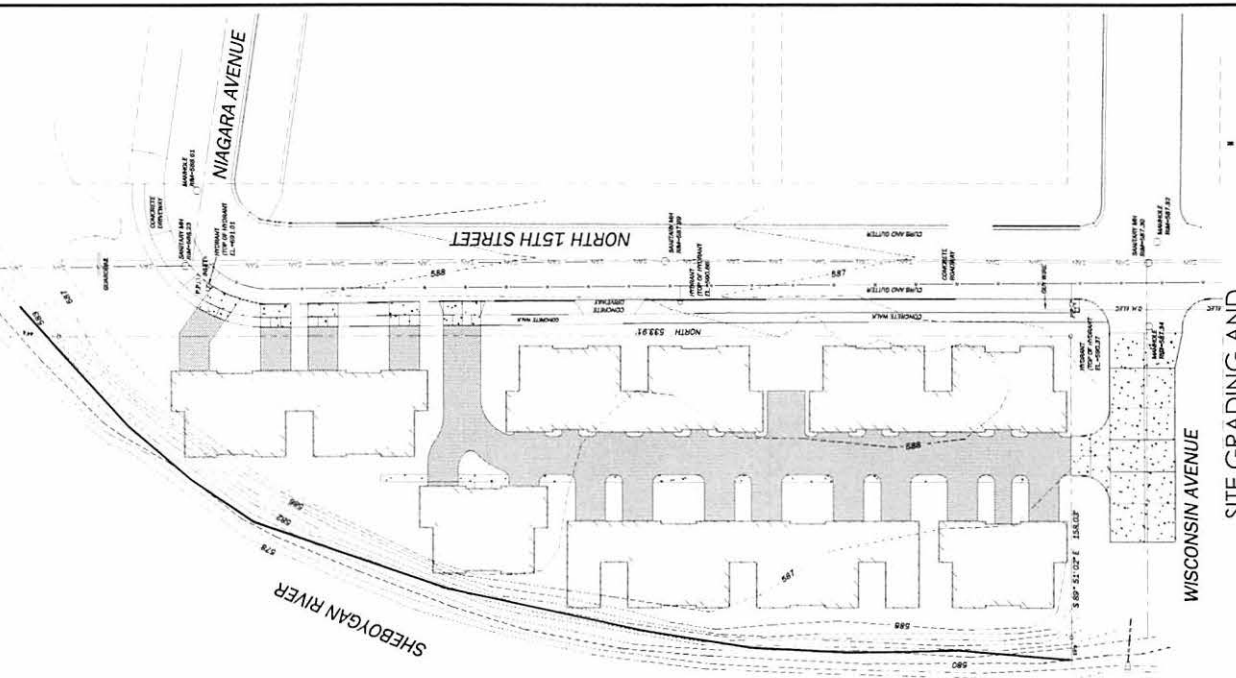
The Sheboygan County Economic Development Corporation conducted a housing survey which concluded in part that there was a need for greater condominium development in the city, and especially in lakefront and riverfront areas.

In the City of Sheboygan Comprehensive Plan, Urban Residential is identified as the most appropriate zoning for this type of multifamily residential development.

		<b>Issue Dates</b> Revision    Date	<b>DEMOND PROPERTY</b> NORTH 15TH STREET Sheboygan, Wisconsin 53081
<b>NO REVISIONS</b>	SHEET TITLE SHEET NO. 1 3-D EROSION AND SEDIMENT CONTROL PLAN	DRAWN BY CHECKED BY	DATE 06/16/2018 PROJECT NO. 2018-12 SHEET NO. <b>C1.1</b>

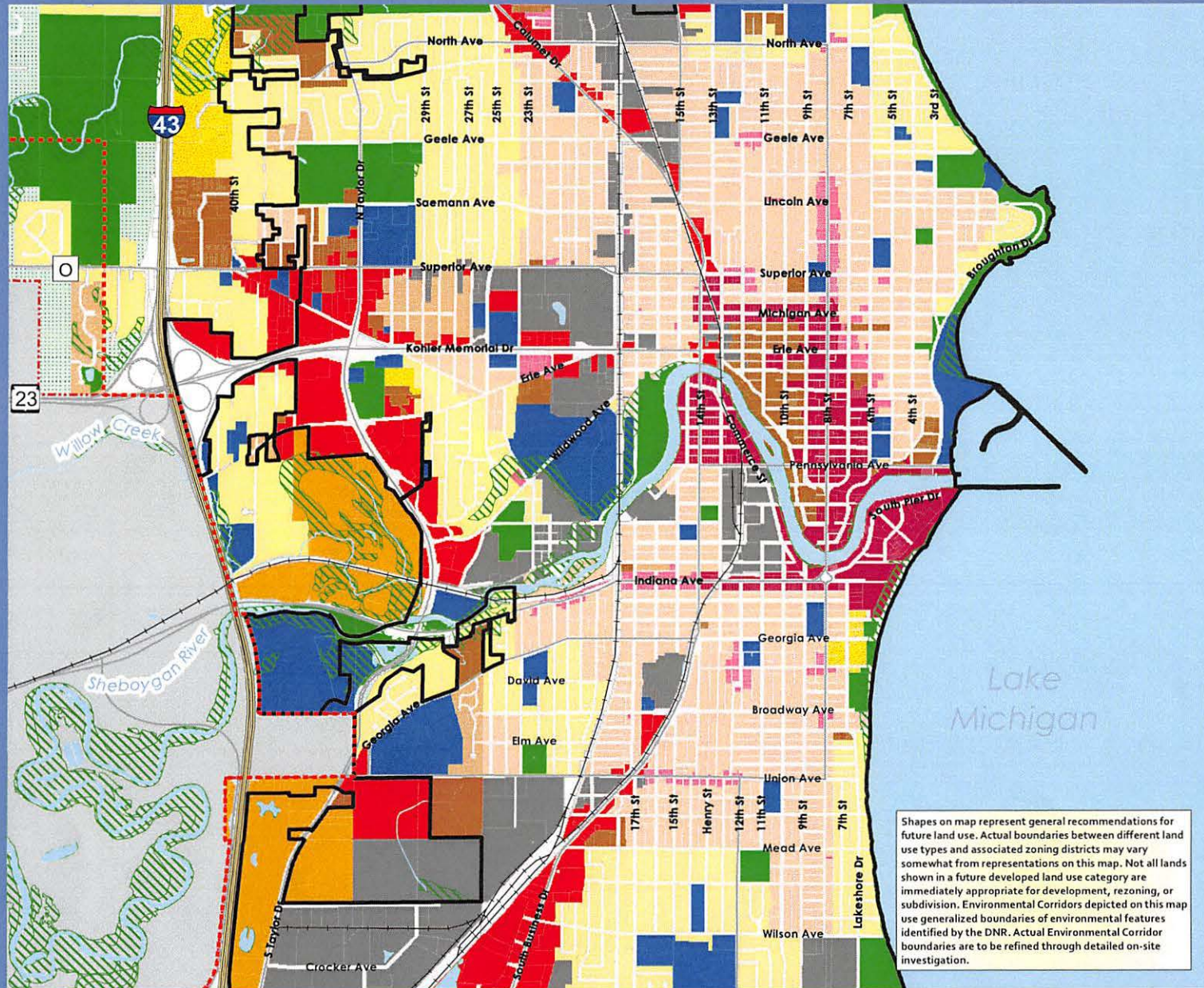


**SITE PLAN**  
1"=30'



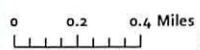
**SITE GRADING AND EROSION CONTROL PLAN**  
1"=40'

Map 2-3 Future Land Use - Central  
City of Sheboygan Comprehensive Plan



Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

- City of Sheboygan Municipal Boundary
- Other City or Village Municipal Boundaries
- Town Boundaries
- City of Sheboygan Extraterritorial Jurisdiction
- Major Road
- Interstate
- Railroad
- Water
- Agricultural/Rural
- Single Family Residential
- Neighborhood Preservation
- Two Family Residential
- Multi Family Residential
- Mobile Home Park
- Planned Neighborhood
- Neighborhood Mixed Use
- Office Park
- Community Mixed Use
- Central Mixed Use
- Institutional and Community Facilities
- Employment
- Public Parks and Open Space
- Town Development Area
- Environmental Corridor



Adopted:  
12/5/2011

Data Sources:  
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County



**EXHIBIT C**

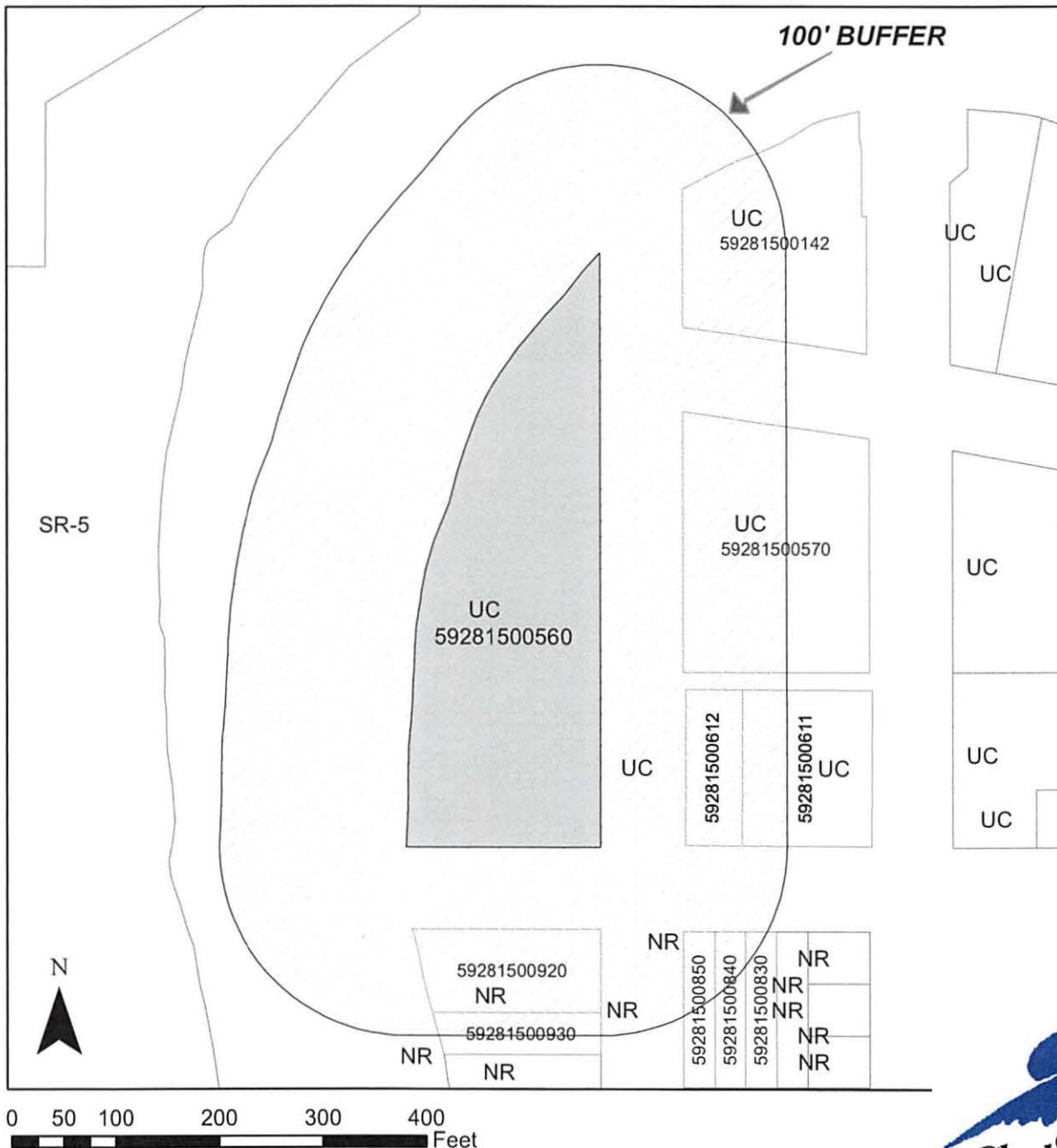
**MAP OF PROPERTY**

(see attached)

# PROPOSED REZONE OF PARCEL NO. 59281500560 FROM URBAN COMMERCIAL (UC) TO URBAN RESIDENTIAL (UR)

Town: 15N Range: 23E Section: 22

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, in  
Block 119, of the Original Plat of the City of Sheboygan.



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 180758

License No: 0000

Date: 05/25/2018

Received By: JJW

Received From: RICHARDSON INDUSTRIES INC.

Memo: RE-ZONE

Method of Payment: \$200.00 Check No. 107170

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

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

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Steven Neumann for alleged damages to his basement when a main line became blocked and caused sanitary lateral to overflow.

*Finance +  
Personnel*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED 5-21-18

RECEIVED BY Melissa Cleveland

CLAIM NO. 6-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 21 '18 AM 11:27

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

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

1. Name of Claimant: STEVEN NEUMANN
2. Home address of Claimant: 815 N. 28<sup>TH</sup> STR. SHEBOYGAN, WI 53081
3. Home phone number: (920)946-1833 (CELL) (920)458-7850 (HOME)
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 1/23/2018 2:15 P.M.
6. Where did damage or injury occur? (give full description) 815 N. 28<sup>TH</sup> STR. SHEBOYGAN  
ENTIRE BASEMENT, WHICH INCLUDES: LAUNDRY, FAMILY, GAME, AND  
STORAGE ROOMS
7. How did damage or injury occur? (give full description) MAIN LINE (ERIE AVE.)  
ON CITY SIDE BLOCKED BY MINERAL DEPOSITS AND WIPES. THIS  
BLOCKAGE CAUSING SANITARY LATERAL TO OVERFLOW
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: DAVE SMITH
  - (b) Claimant's statement of the basis of such liability: DAVE SMITH STATED TO ME:  
"THIS IS ON US" THIS STATEMENT INDICATING THE CITY OF SHEBOYGAN  
IS AT FAULT.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

"NO INJURIES." DAMAGE TO BASEMENT AREA AND ITS CONTENTS

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

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

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

Property: \$ 9,104.47

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

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

**TOTAL** \$ 9,104.47

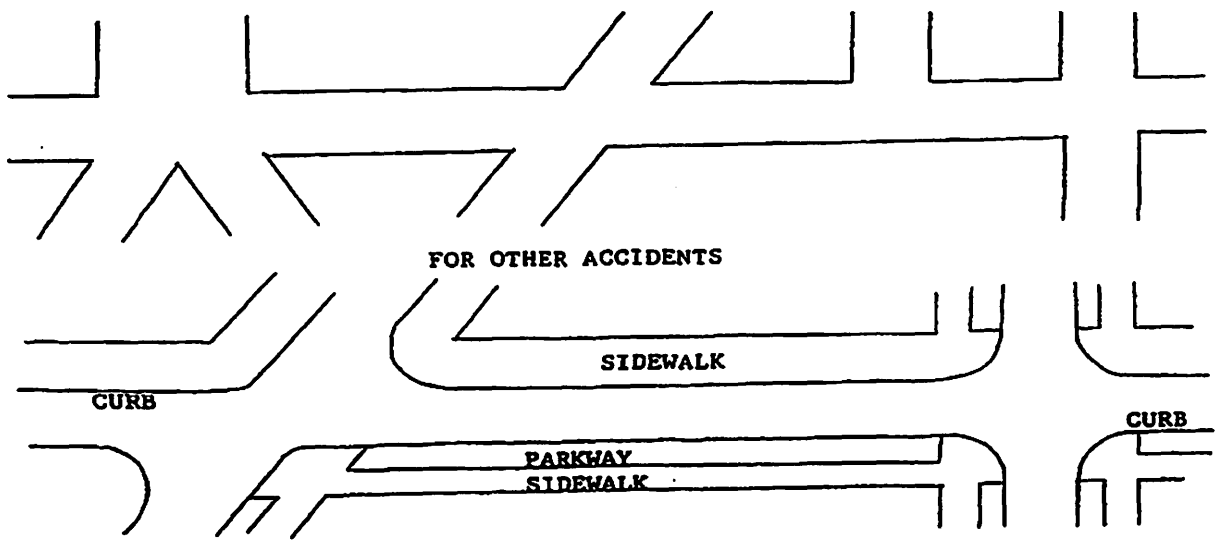
Damaged vehicle (if applicable) N/A

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

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

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

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



SIGNATURE OF CLAIMANT Stuart Newman DATE 5/21/18

DATE RECEIVED 5/21/18

RECEIVED BY MKC

CLAIM NO. 6-18

CLAIM

Claimant's Name:	<u>STEVEN NEUMANN</u>	Auto	\$ <u>-</u>
Claimant's Address:	<u>815 N. 28<sup>TH</sup> STREET</u>	Property	\$ <u>9,104.47</u>
	<u>SHEBOYGAN, WI 53081</u>	Personal Injury	\$ <u>-</u>
Claimant's Phone No.	<u>(920) 946-1833 (CELL)</u>	Other (Specify below)	\$ <u>-</u>
	<u>(920) 458-7850 (HOME)</u>		
		<b>TOTAL</b>	\$ <u>9,104.47</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 9,104.47.

SIGNED Steven Neumann DATE: 5/21/18

ADDRESS: 815 N. 28<sup>TH</sup> STREET  
SHEBOYGAN, WI 53081

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

## Overflow Response

### Notification Information

Date Received	1/23/2018 2:30:00 PM
Date of Incident	1/23/2018 2:30:00 PM
Name of Claimant	Mr. <del>Newman</del> NEUMANN
Address	815 N. 28TH ST
Location of Overflow	BASEMENT

### Field Data Collected

Notified By	Dave Groves
Age of Sewer	1949
Pipe Size	8"
Main Material	Concrete Pipe
Date of Last Inspection	4/28/2016
Sewer Service Area	15A (314)
Type of Inspection	Route Jetting
Previous Blockage Issues	No
Previous Blockage Date	
Major Industries, Schools, Restaurants in Area	No
Rat Control	No

### Overflow Data

Has Overflow Reached Surface Waters	No
Overflow Comments	
Superintendent Notification	No
Notification Date/Time	

### Actions Taken

Blockage in Main	Yes
Main Jetted	Yes

Blockage in Lateral	No
Cause of Blockage	POSSIBLE WIPES AND MINERAL DEPOSITS
Date/Time Jetting Completed	1/23/2018 3:30:00 PM
Plumber on Site	No
List Plumber/Company	
Comments by City Personnel	MAIN WAS BLOCKED POSSIBLY FROM WIPES AND MINERAL DEPOSITS. WE JETTED THE MAIN AND CLEARED THE BLOCKAGE. 2-3" OF WATER WAS BACKED UP INTO THE BASEMENT AT THIS RESIDENCE AS CONTACT WAS MADE WITH MR. NEWMAN. WE ATTEMPTED TO MAKE CONTACT AT EVERY OTHER RESIDENCE ON THIS LINE AND NO ONE ELSE REPORTED A BACKUP ISSUE.
Overflow Photos	
Comments by Claimant	WANTED THE SITUATION RESOLVED. CONTACTED HIS INSURANCE COMPANY. THANKED US FOR RESPONDING IN A TIMELY MANNER.
<b>Weather</b>	
Was Weather a Factor in Overflow	No
Total Precipitation	
<b>Form Completion</b>	
Fieldwork Completed By	N. Binsfeld, D. Smith
Work Completion Date	1/23/2018
Form Completed By	Brandon Munnik
Form Completion Date	1/24/2018

# Willard Quasius Equipment, Inc.

TOOL & EQUIPMENT SALES, SERVICE, & RENTAL  
 1938 Union Avenue Sheboygan, WI 53081  
 (920) 452-7368 Fax (920) 452-9489 WWW.QRENTS.COM

INVOICE #

77382

INVOICE DATE

To:

STEVEN NEUMANN  
 815 N 28TH

SHEBOYGAN, WI

53081

Customer Nbr N5507965721408  
 Phone Nbr (920) 946-1833  
 Purchase Order  
 Job Name

Date Out 01/23/18  
 Time Out 15:45

Date In  
 Time In

Date and Time Due In

1/24/18 at 15:45

QTY	RENTAL EQP ID #	RENTAL EQUIPMENT DESCRIPTION	MINIMUM RATE	DAY RATE	WEEK RATE	4 WEEK RATE	TOTAL
1	92 075 1	3/4" FLOOR DRAINER PUMP #1		28.00	112.00	336.00	
1	45 600 5	TURBO DRYER	12.00/4HRS	18.00	72.00	216.00	
		1 GARDEN HOSE					

1/23/18 at 15:47 Paid \$48.53 by Cash

Rentals	Equip Sales	Sales	Sub-Total
Pickup and Delivery	Damage Charges	Cleanup Charge	Tax
<p>I We the undersigned, do hereby rent and accept the above listed equipment and acknowledge that it is in good working condition and agree to pay a stipulated rental. If a credit card was used in payment of the deposit, I hereby authorize Quasius Equipment to apply any balance due to that same credit card. In the event that this rental contract is with a corporate entity of any type, the undersigned agrees to be personally responsible for all obligations and charges incurred herein. I agree to take care of all said equipment and to use it in a responsible manner for which the equipment was made and manufactured for. We further agree that in the event any rental equipment is lost, stolen, or destroyed before it is returned, to pay the rental company the full replacement value of said equipment in cash and if damaged, to pay all reasonable costs related to repair of same equipment. I further do hereby exonerate, indemnify, and save harmless the company, it's owners, and all employees from all claims or liabilities to all parties for loss or damage to any person, persons, or property in any way arising out of or during the use of said equipment. I agree that in the event it becomes necessary for Quasius Equipment to retain legal counsel to effectuate the return of rental equipment wherever the same may be found and remove the same or to collect any amounts due here under, that I will be fully responsible for and agree to pay actual reasonable attorney fees and costs. The company or it's agent shall in no way be liable for any claims or damage or injury in the removal of said equipment.</p>			Total
			Deposits 48.53
			Balance
			Refund

Signature X \_\_\_\_\_

Pay This Amount

PICKUP RECEIPT

# Competitive Plumbing Service, LLC

3828 Blueberry Lane  
Waldo, WI 53093  
U.S.A

# INVOICE

Invoice Number: 3048  
Invoice Date: 2/3/18  
Page: 1

Voice: 920-627-4242

Fax:

**Bill To:**

Steve Neumann  
815 North 28th Street  
Sheboygan, WI 53081

Customer ID: neumann

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 10 Days		2/13/18

Description	Amount
Service call to install new 40 gallon natural gas water heater.	
--	
Labor	160.00
Materials	682.17

Subtotal	842.17
Sales Tax	
Total Invoice Amount	842.17
Payment/Credit Applied	
<b>TOTAL</b>	<b>842.17</b>

Check/Credit Memo N:

✓ # 5472 2/12/18

Overdue invoices are subject to late charges.



SERVPRO Of East and West Brown County  
 2225 Pamperin Rd  
 Green Bay, WI 54313  
 920-434-8224

# Invoice

Date	Invoice #
1/31/2018	5178007

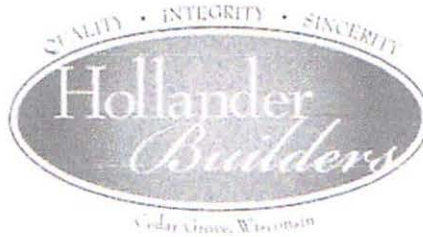
Bill To
Steve Neumann 815 N 28th St Sheboygan, WI 53081

Job Location
Steve Neumann 815 N 28th St Sheboygan, WI 53081

FEIN	E-mail	Web Site
47-1575265	Office@ServproGreenBay.com	www.ServproEastBrownCounty.com www.ServproWestBrownCounty.com

Description	Amount
Residential water damage mitigation - Taxable	936.55T
Residential water damage mitigation - Non-taxable	8,116.41
✓ # 5479    3/19/18    \$ 9,104.47	

Thank you for using Servpro of East Brown County	<b>Sales Tax (5.5%)</b>	\$51.51
	<b>Total</b>	\$9,104.47
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$9,104.47



Jeff Hollander  
 1011 South Main Street  
 Cedar Grove, WI 53013  
 920.980.6436  
[h.builders24@gmail.com](mailto:h.builders24@gmail.com)

**Invoice**

3.30.2018  
 1805

Bill for:  
**Steve & Marcia Neumann**  
 815 N 28th Street  
 Sheboygan, WI  
 phone

**Basement Remodel** **\$4,149.44**

Gerhards--- shower base & walls, mixer valve, and trim	\$794.83
Home Depot--- floor leveling material	\$404.00
Oostburg lumber--- drywall, foam, and 2x4's	\$240.81
Lakeshore Plumbing---- labor & material	\$859.80
Hollander Builders---- Labor	\$1950.00

**Adjustments** **-\$2,500.00**

Payment Received \$2500.00

*✓ # 5473  
 2/23/18*

**Total** **\$1,649.44**

*✓ # 5480  
 4/10/18*

Notes:

*Thank you for this opportunity!*



Oostburg Lumber  
 1218 Center Avenue  
 PO Box 700258  
 Oostburg, WI 53070  
 920-564-2378  
 Fax: 920-564-3040

CUSTOMER COPY



INVOICE

1804-788346 PAGE 1 OF 1

SOLD TO
HOLLANDER BUILDERS 1011 S. MAIN STREET CEDAR GROVE WI 53013

JOB ADDRESS
Steve Neumann 815 N. 28th Street Sheboygan WI 920-980-6436

ACCOUNT	JOB
HO205	8
SOLD ON	4/23/2018 9:16:42 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	101
CASHIER	MB
SALESPERSON	TKB
ORDER ENTRY	LM

Thank you we appreciate your business!

CALL JEFF WHEN IN

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1803-786447								
3	EA	SO786447-000	2-8 6-panel SC primed molded hardboard prehung, SN Bearing hinges, 4 9/16 primed jambs, standard stop and bore 2--RH, 1--LH		Y	133.1600	EA	399.48
2	EA	SO786447-001	2-8 Primed 15-lite TDL, MDF prehung, RH, 4 9/16 primed jambs, ball bearing SN hinges, standard stop and bore		Y	238.9900	EA	477.98
1	BDL	24300	SHIM SHINGLES		Y	5.6000	BDL	5.60
DOORS								

Payment Method(s)

Charge to Acct 931.63

	SubTotal	883.06
WI 5.50%	Sales Tax	48.57
	Deposit	
<b>Please Pay This Amount</b>		<b>931.63</b>

All returns must be made within 3 months of purchase in saleable condition. A vendor restocking charge of 25% will apply to all non-stock items. No credit will be issued on non-stock items not returnable to our supplier.

+ 48.00  
 979.63  
 - 18.99  
 \$ 960.64

Signature

# 5486 5/2/18 \$ 960.64

VANITY \$179.00



More saving.  
More doing.™

4025 HIGHWAY 28  
KOHLER, WI 53044 (920)451-0624

24 00012 31786 02/09/18 01:57 PM  
SHIER MARCIA

6508267042 GENTA 1H FCT <A>	89.00
GENTA 4" 1HDL BATH FAUCET CH	
NLP Savings	\$9.00
MAX REFUND VALUE	\$80.10
8033146610 24STANELMSKY <A>	179.00
STANCLIFF 24" ELM SKY VANITY COMBO	
MAX REFUND VALUE	\$161.10
-----Mover 10% off - \$200 Max-----	
8.00 10% off, Max \$200	-25.80
ST RETURN ALL ITEMS FOR A FULL REFUND	

SUBTOTAL	241.20
SALES TAX	13.27
TOTAL	\$254.47
XXXXXXXXXX2851 HOME DEPOT	254.47
TH CODE 009465/8121711	TA

NEW LOWER PRICE (NLP)SAVINGS \$9.00



4924 12 31786 02/09/2018 2963

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
11 365 02/09/2019  
THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM.  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

PAINT



More saving.  
More doing.™

4025 HIGHWAY 28  
KOHLER, WI 53044 (920)451-0624

4924 00012 11903 05/10/18 11:16 AM  
CASHIER BARBARA

678885070090 INT PAINT <A>	32.98
BEHR PPU1 2750 EGG UPW 1260Z	
678885070199 INT PAINT <A>	34.98
BEHR PPU1 3750 SG UPW 1260Z	
077089911008 TRAY LINER <A>	
LINZER 9 IN PET TRAY LINER WHITE 1PK	
400.95	3.80

SUBTOTAL	71.76
SALES TAX	3.95
TOTAL	\$75.71
XXXXXXXXXX2851 HOME DEPOT	75.71
AUTH CODE 010472/8123227	TA



4924 12 11903 05/10/2018 6555

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 11 365 05/10/2019  
THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM.  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

CABINET



More saving.  
More doing.™

4025 HIGHWAY 28  
KOHLER, WI 53044 (920)451-0624

4924 00011 55514 05/16/18 07:53 AM  
CASHIER CADE

094803113845 KIT CABS <A>	174.00
SHAKER WHT 30" BASE	
815508021118 ESR20DLES3P <A>	9.93
ECS 7W(50W) R20 DL DIM ES LED 3PK	
NLP Savings	\$7.04

SUBTOTAL	183.93
SALES TAX	10.12
TOTAL	\$194.05
XXXXXXXXXX2851 HOME DEPOT	194.05
AUTH CODE 9999/2110164	ND

NEW LOWER PRICE (NLP)SAVINGS \$7.04



4924 11 55514 05/16/2018 8779

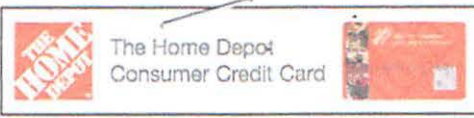
RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 11 365 05/16/2019  
THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

BUY ONLINE PICK-UP IN STORE  
AVAILABLE NOW ON HOMEDEPOT.COM.  
CONVENIENT, EASY AND MOST ORDERS  
READY IN LESS THAN 2 HOURS!

\*\*\*\*\*

# Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:  
HOME DEPOT CREDIT SERVICES  
PO Box 790328, St. Louis, MO 63179



**Customer Service:**  
homedepot.com/mycard  
**Account Inquiries:**  
1-800-677-0232

**Account Number:** 6035 3203 9051 2851

**Summary of Account Activity**

Previous Balance	\$109.25
Payments	-\$109.25
Other Credits	-\$0.00
Purchases	+\$2,124.18
<b>Fees Charged</b>	<b>+\$0.00</b>
<b>Interest Charged</b>	<b>+\$0.00</b>
<b>New Balance</b>	<b>\$2,124.18</b>
Past Due Amount	\$0.00

Credit Limit	\$8,000.00
Available Credit	\$5,875.00
Amount Over Credit Limit	\$0.00
Statement Closing Date	04/16/2018
Next Statement Closing Date	05/17/2018
Days in Billing Cycle	31

**Payment Information**

New Balance	\$2,124.18
Minimum Payment Due	\$25.00
Payment Due Date	May 13, 2018

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	13 years	\$5,112
\$77	3 years	\$2,769 (Savings=\$2,343)

If you would like information about credit counseling services, call 1-877-337-8187.

Your Minimum Payment Due is \$25.00. If you paid your non-promotional (revolving) balances and any expiring promotional balances in full on your last statement, you can avoid interest charges on any new non-promotional (revolving) balances and any expiring promotional balances if you pay \$294.99 by 05/13/18. Otherwise, interest will accrue from your statement closing date until we receive your payment. The "How to Avoid Paying Interest on Purchases" section on page 2 has more information.

You must pay your promotional balance of **\$1,829.19** in full by 11/13/19 to avoid paying deferred interest charges.  
Please update your phone number, including cell phone number on the back of the payment coupon.

*FLOORING \$1,829.19*

Paper piling up?  
Go paperless and get organized.  
[homedepot.com/mycard](http://homedepot.com/mycard)



PLEASE SEE IMPORTANT INFORMATION ON PAGE 2. Page 1 of 12 This Account is Issued by Citibank, N.A.  
Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.



Your Account Number is 6035 3203 9051 2851



**Receipt**  
For your convenience electronic receipts are available. Sign-up in your **The Home Depot®** store today!

Payment Due Date	May 13, 2018
New Balance	\$2,124.18
Past Due Amount	\$0.00
Minimum Payment Due	\$25.00

**Amount Enclosed: \$ 2,124.18**

Please print address changes on the reverse side.  
**Make Checks Payable to** ▼

00296887 1 35112695 DHF 00011421  
|||

STEVE NEUMANN  
815 N 28TH ST  
SHEBOYGAN, WI 53081-3613

HOME DEPOT CREDIT SERVICES  
PO BOX 9001010  
LOUISVILLE, KY 40290-1010



255101

03109343  
MSP 219

Customer



Remittance Address:  
Macco's Floor Covering Center, Inc.  
2035 Larsen Road  
Green Bay, WI 54303

3112 S. BUSINESS DRIVE • SHEBOYGAN, WI 53081  
920-457-2088  
ALSO IN GREEN BAY • APPLETON • MARINETTE  
SCHOFIELD • STURGEON BAY

CG821114

ACKNOWLEDGMENT

Sold To	Ship To
STEVE NEUMANN 815 N 28TH SHEBOYGAN, WI 53081	STEVE NEUMANN 815 N 28TH SHEBOYGAN, WI 53081

Order Date	Tele #1	PO Number	Order Number
04/12/18	920-946-1833	BASEMENT BATH	CG821114
Inventory	Style/Item	Color/Description	Price
CG8211140001	REALISTIQUE 12' basement bath	97152 QUARTZITE WITH GRAN	2.45
MLG-33	MANNINGTON SEAM SEAL MLG33 master: 70 LN FT	70 LF PER KIT	36.10

Quote includes:  
new vinyl  
install  
leveling floor in bath  
adhesive  
seam sealer

If there are unforeseen issues with install, these will be adressed at the time, with customer.

All sizes subject to field measurements.

Est. Start Date \_\_\_\_\_ Est. Completion Date \_\_\_\_\_

FLOORING LAUNDRY ROOM

— 04/17/18 — 2:25PM —

Sales Representative(s):  
THIELMANN, CATHY

SPECIAL ORDER MERCHANDISE  
NOT SUBJECT TO RETURN.

Customer Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Thank you for your patronage

50% down payment; balance due to installer upon completion.

Authorized Signature: Cathy  
Macco's Floor Covering Center, Inc.

**ACCEPTANCE OF PROPOSAL:**  
The above proposal includes all Terms and Conditions on the reverse side and is hereby accepted.

Signature \_\_\_\_\_

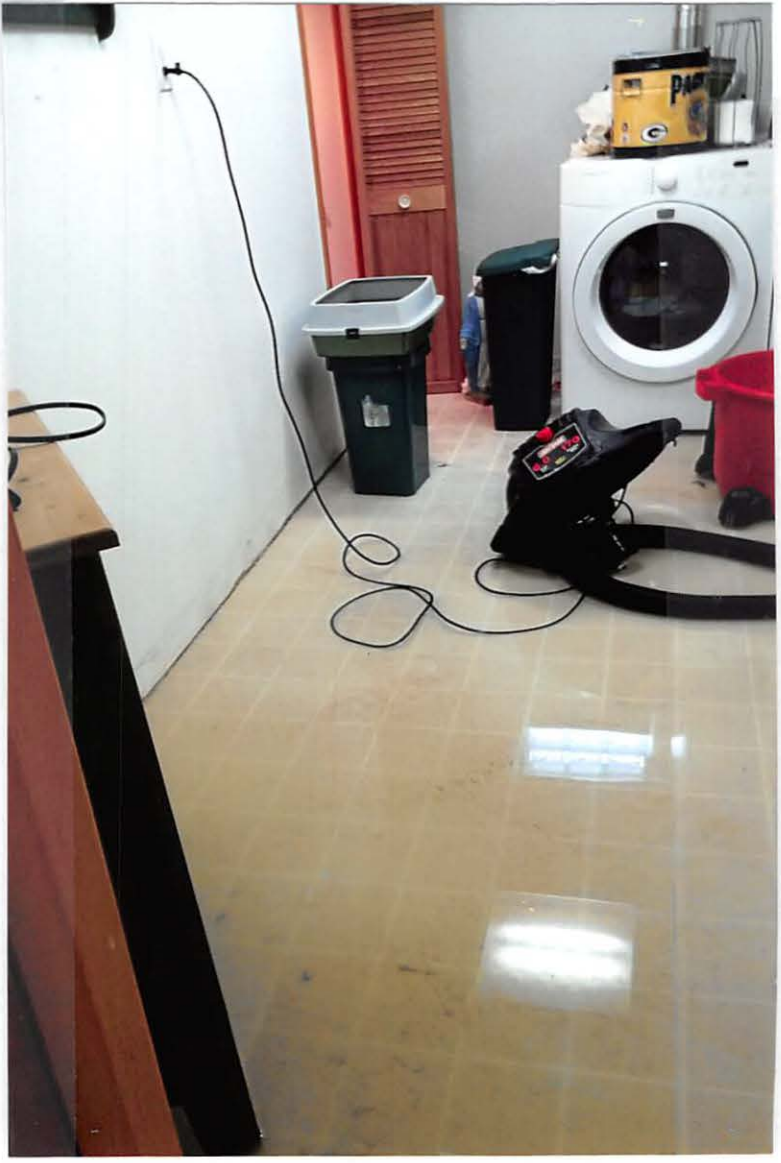
INVOICE TOTAL: **\$1,210.75**

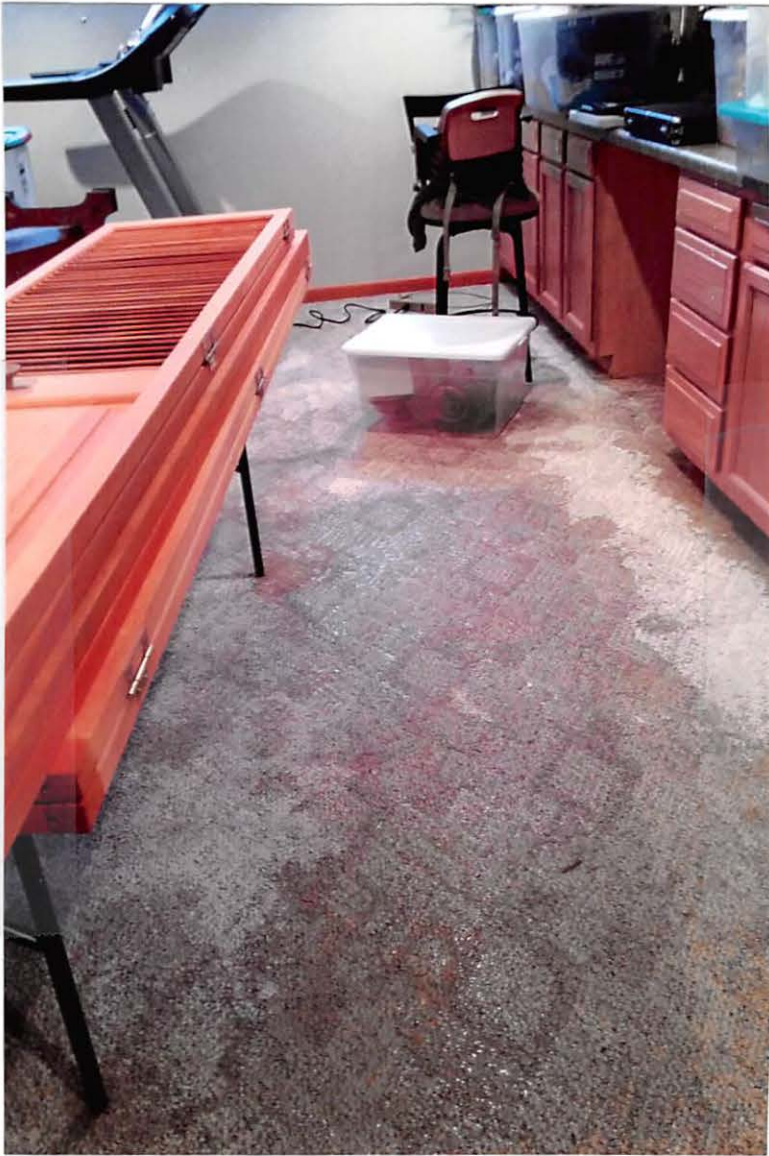
Less Payment(s): 600.00

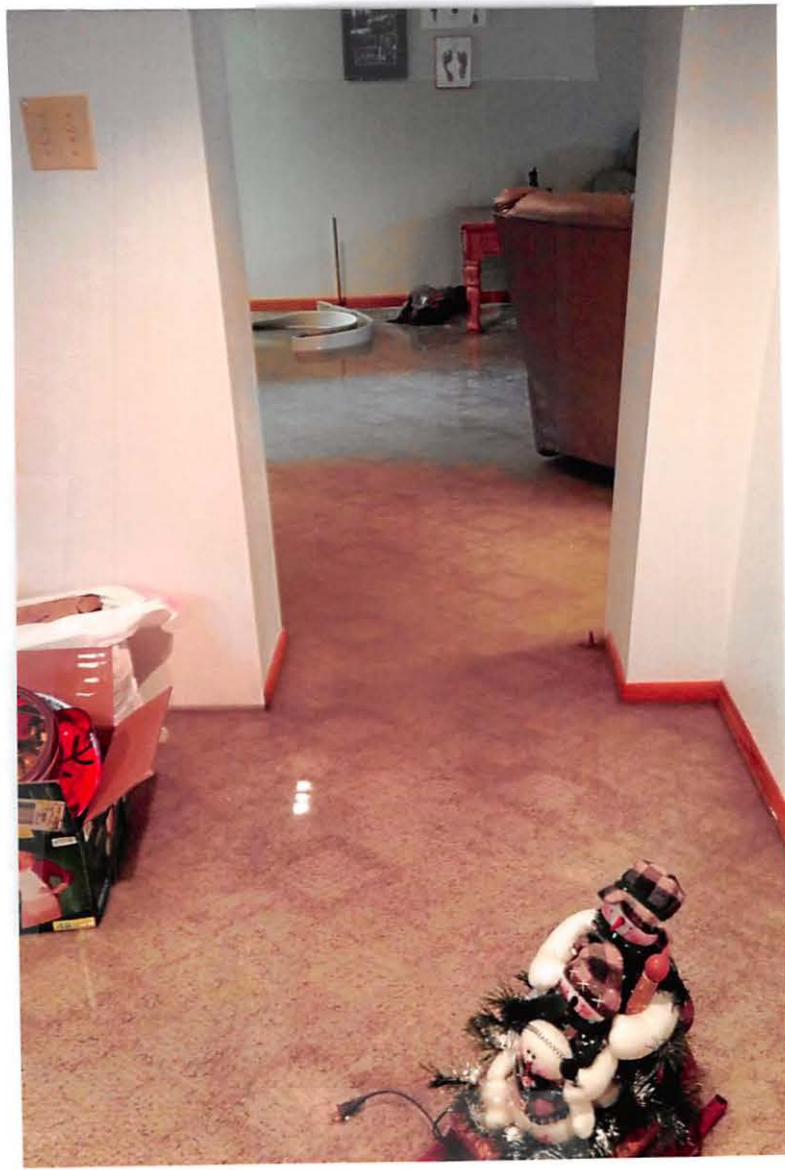
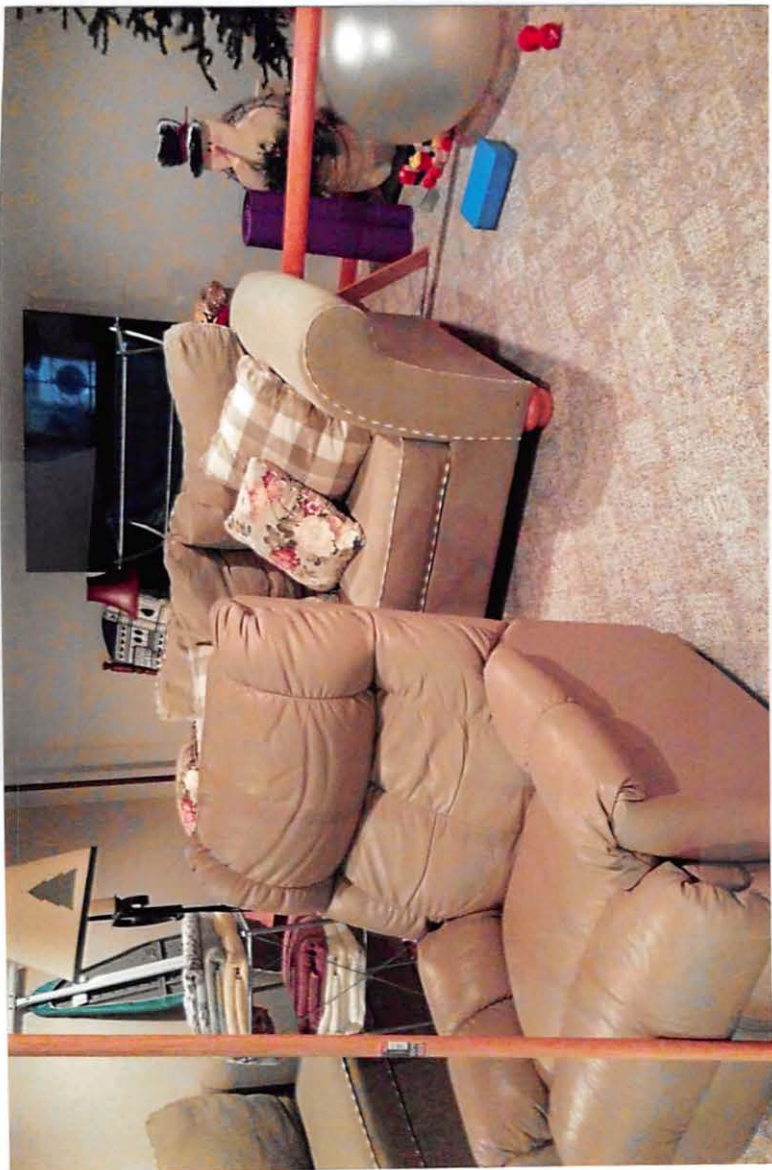
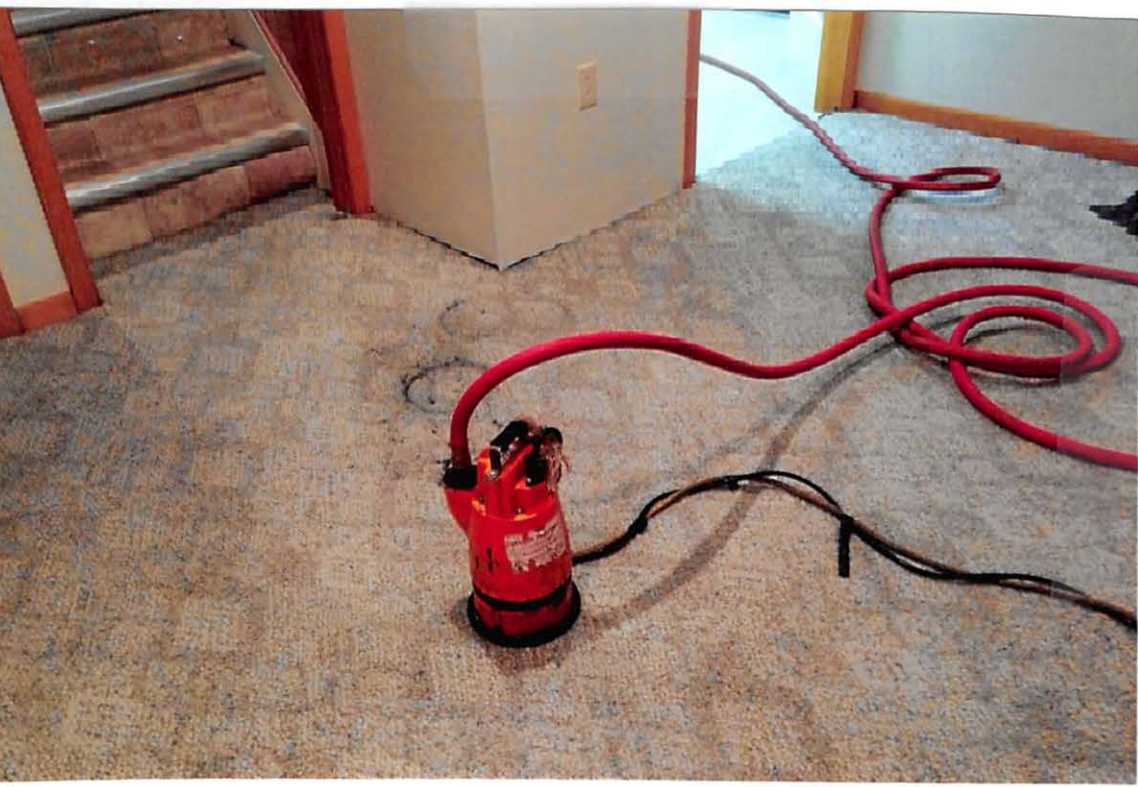
**BALANCE DUE: \$610.75**

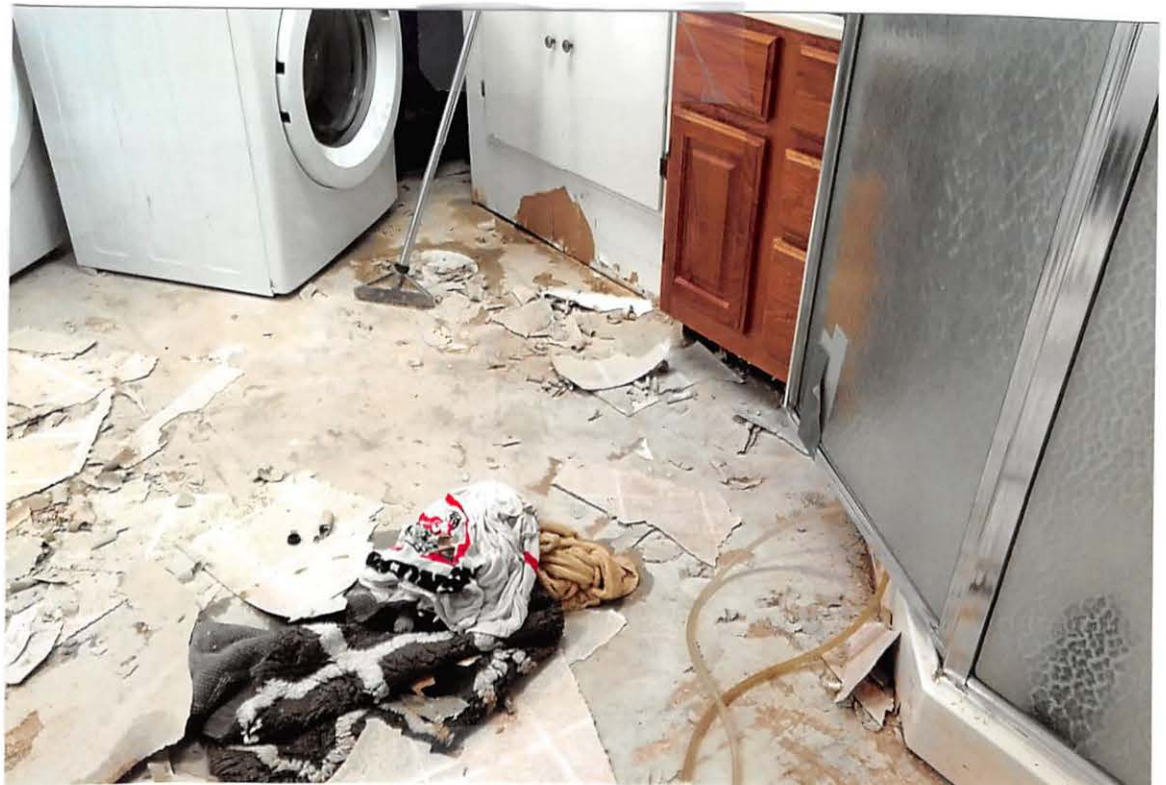
V# 5493 5/17/18

H. . . . .

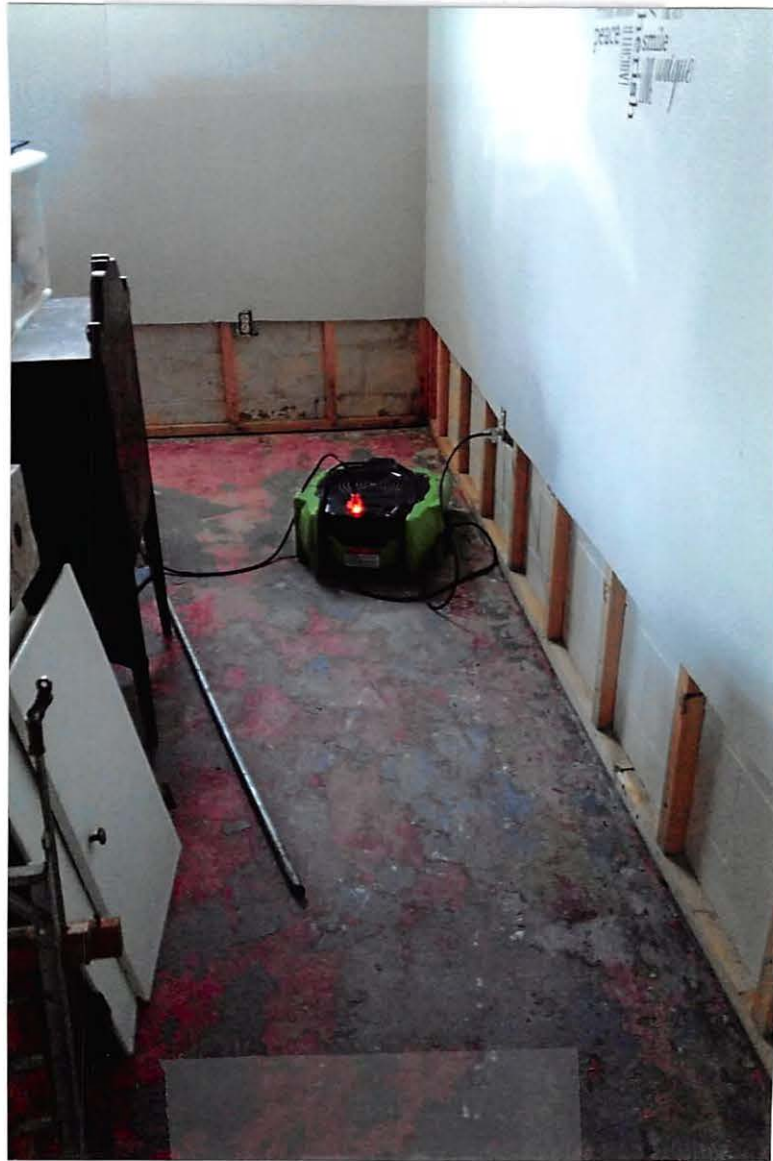
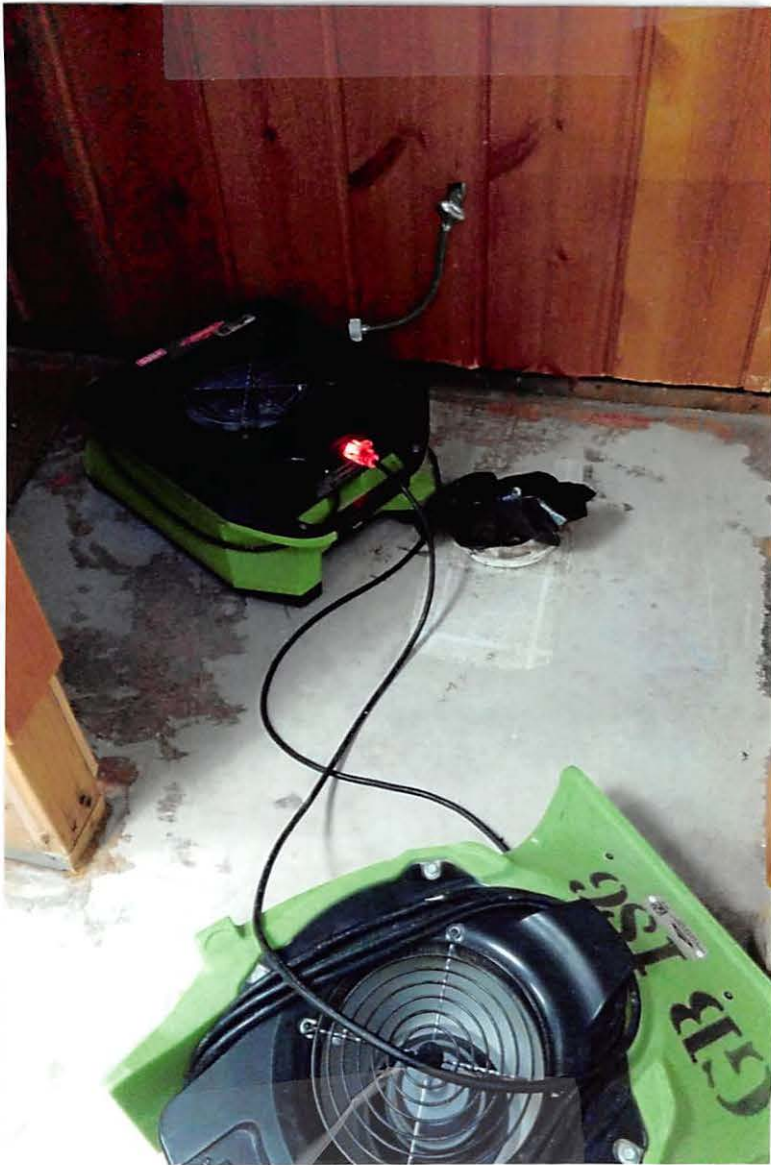












II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Shirley and Tony Glazer for alleged damages to their basement due to a sewer back-up.

Finance  
Personnel

---

CITY CLERK

DATE RECEIVED

5-25-18

RECEIVED BY

MCC

CLAIM NO.

10-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 25 '18 PM 12:49

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: Sturley & Tony Glazer
2. Home address of Claimant: 1335 N. 27th Street
3. Home phone number: 458-2022
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) Sat. Feb. 3 9:00 AM

6. Where did damage or injury occur? (give full description) Sewer back-up in basement

7. How did damage or injury occur? (give full description) City cleaning sewer pipes caused back-up into our basement.

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: Basement was dry until city crew flushed sewer pipes causing back-up in basement.

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: Collapse of a 15 year old sewer repair by Jason Blasiola

(b) Claimant's statement of basis for such liability: Sewage backing into basement

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").

Respiratory problem - required doctor visit.

Damages on attached sheet.

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

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

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

Property: \$ 1179.14

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

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

**TOTAL** \$ 1179.14

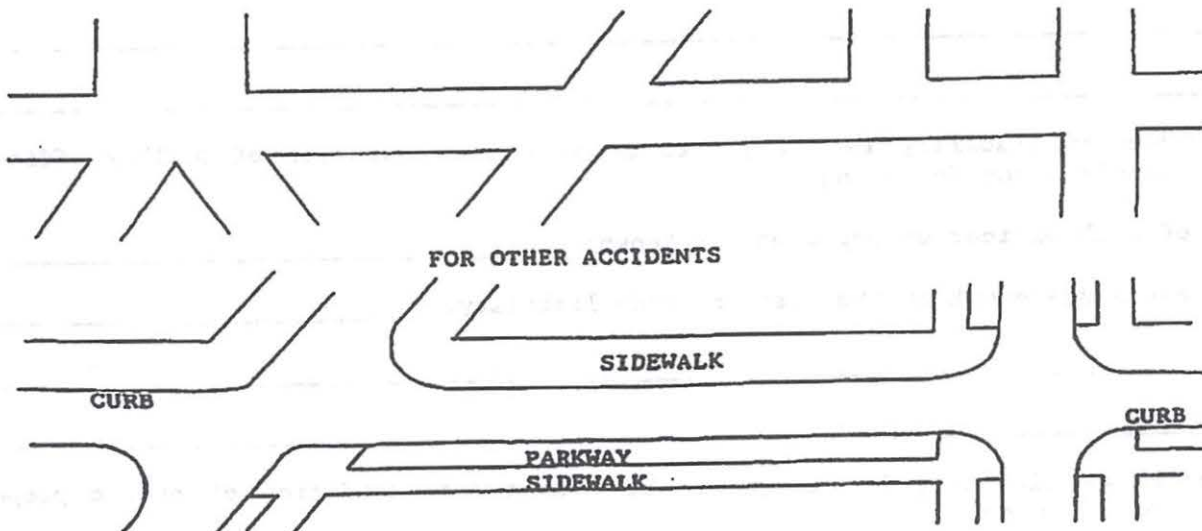
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT

Shirley Glazer

DATE

5-24-18

DATE RECEIVED 5-25-18

RECEIVED BY MKC

CLAIM NO. 10-18

CLAIM

Claimant's Name:	<u>Shirley &amp; August Blayer</u>	Auto	\$	_____
Claimant's Address:	<u>1335 N. 27th Street</u>	Property	\$	<u>1179.14</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$	_____
Claimant's Phone No.	<u>920-458-2022</u>	Other (Specify below)	\$	_____
		<b>TOTAL</b>	\$	<u>1179.14</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1179.14.

SIGNED Shirley Blayer

DATE: 5-24-18

ADDRESS: \_\_\_\_\_

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

Name, address, phone  
Skirley & Tony Blayer  
1335 N. 27th Street

Detail damage / cost

1. Boots (1 pr)	20.00
2. Street Tennis (1 pr)	15.00
3. Flips (1 pr)	5.00
4. Clothes Baskets (2)	10.00
5. Rag Rug	30.00
6. Throw Rug	40.00
7. Main Carpet (12'10" X 29')	200.00
8. Cleaning Service	175.00
9. Husband's labor	150.00
10. Neuman Plumbing	367.14
11. Brooms (2)	4.00
12. Mops (2)	4.00
13. Wipes labor	150.00
14. Paul's Plastic (3)	9.00
	<hr/>
	1179.14



**NEUMANN PLUMBING & HEATING, INC.**  
1114 Millersville Avenue  
Howards Grove, WI 53083  
(920) 565-3345  
(920) 565-4181 (fax)  
[www.neumannplumbing.com](http://www.neumannplumbing.com)

**Invoice:** 141960-  
**Customer ID:** 10609  
**Date:** 2/28/2018

**Bill to:** Shirley Glazer  
1335 North 27th Street  
Sheboygan, WI 53081

**Service at:** Shirley Glazer  
1335 North 27th Street  
Sheboygan, WI 53081

**P.O. #:**

Quantity	Description	Unit Price	Amount
1.00	4" flood stop	\$24.00	\$24.00
	HVAC Service		\$324.00
	Feb 3 - Afterhours		
	Feb 7 & 8 - Regular:		
	Sewer back up.		
	Repaired sink drain.		
	Installed 4" flood stop.		

**Notes:**

**Subtotal:** \$348.00

**Sales Tax:** \$19.14

**Payments:** \$0.00

**Terms:** Net 30

**Total Due:** **\$367.14**

We accept Mastercard & Visa

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!

**SERVICEMASTER BY SCHROEDERS**

115 EASTMAN STREET  
PLYMOUTH, WI 53073  
(920) 893-5518

**Invoice**

TO:

Shirley Glazer  
1335 N. 27th St.  
Sheboygan

pd  
check 5310

CUSTOMER	DATE	TERMS		CONTACT
	2-5-78			
DESCRIPTION				CHARGES
Sewer backup cleaning + deodorizing hauled out / large area carpet sanitized floors				\$175.00
A service charge of \$5.00 per month will be added after 30 days.				

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Robert and Vicki McDermott for alleged damages to their basement from a collapsing sewer line.

*Finance + Personnel*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

5-24-18

RECEIVED BY

MKC

CLAIM NO.

9-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 24 '18 PM 4:08

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: Robert & Vicki McDermott
2. Home address of Claimant: 1327 N. 27<sup>th</sup> St.
3. Home phone number: 920 452-4502
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) Feb. 3<sup>rd</sup> 2018 Around 11:00 am.
6. Where did damage or injury occur? (give full description) IN our basement ON Feb 3<sup>rd</sup> 2018 AND in our 2 bathrooms Feb. 7<sup>th</sup> 2018
7. How did damage or injury occur? (give full description) City workers trying to flush out clogged sewer lines. They flushed so hard, it came up in our basement and Bathrooms. Other peoples Poop, vomit and urine was being flushed into our Home
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: D.P.W.
  - (b) Claimant's statement of the basis of such liability: D.P.W employees flushed raw sewage into our Home on Feb. 3 2018. (see Attached information)
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: collapsing sewer line
  - (b) Claimant's statement of basis for such liability: ON 2-9-18 Jason Blasiola said N27<sup>th</sup> St. sewer line was old and should be looked at also, the same as N31<sup>st</sup> and Mi. after the Collapsing

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

No injuries. Property damage in Basement. 10 hrs. of cleaning up Raw Sewage. Loss of cloth's, Rugs. Used alot of cleaning supplie.

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

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

Auto:	\$ _____
Property:	\$ <u>1,480.00</u>
Personal injury:	\$ _____
Other: (Specify below	\$ _____
<b>TOTAL</b>	<b>\$ <u>1,480.00</u></b>

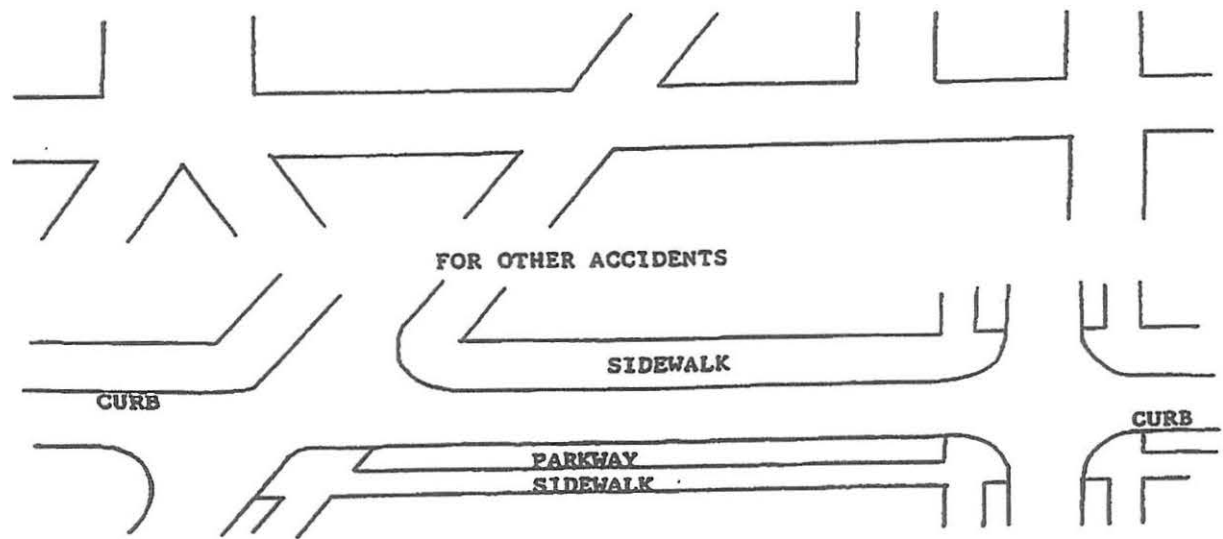
Damaged vehicle (if applicable)

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

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

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

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



**SIGNATURE OF CLAIMANT** Vick & Robert McDermott **DATE** 5-24-18

DATE RECEIVED 5-24-18

RECEIVED BY MEC

CLAIM NO. 9-18

CLAIM

Claimant's Name:	<u>Robert &amp; Vicki Mc Dermott</u>	Auto	\$ <u>                    </u>
Claimant's Address:	<u>1327 N. 27<sup>th</sup> St</u>	Property	\$ <u>1,480.00</u>
	<u>Sheboygan Wi. 53081</u>	Personal Injury	\$ <u>                    </u>
Claimant's Phone No.	<u>920 452-4502</u>	Other (Specify below)	\$ <u>                    </u>
		<b>TOTAL</b>	\$ <u>1,480.00</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,480.00.

SIGNED Mr. & Mrs. Robert Mc Dermott DATE: 5-3-18

ADDRESS: 1327 N. 27<sup>th</sup> St. Sheboygan, Wi. 53081

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

1  
2-3-18 - DPW city workers Flushing sewer lines into our Basement and other neighbors

2 weeks prior on Jan 18<sup>th</sup> or 19<sup>th</sup>. DPW city worker came to our door ASKING if we had sewer BACK UP in our Basement. I said NO. He said they had a mix up about the Address. He thought he was told there was a back up at 1427 N. 27<sup>th</sup> St. But there is no such Address. Our Address is 1327 N. 27<sup>th</sup> St.

At that time we noticed down the street to the north, there was cleaning vans in their driveway for a couple of days, But no city workers! We were wondering what happened, We found out weeks later that same house had sewer back up and called DPW, but they never arrived. That was the house the DPW was called to, but got the Address mixed up.

2-3-18 ON Sat. we noticed AN AWFUL odor. We ran down to the basement & saw the sewer back up, coming up our floor drain. It spurted up about 2 feet.

We quickly grabbed boots, brooms, mops, Any containers we could find. When we got all that and ran back down, it had stopped. But there was sewer slug and water MAKING its way through our basement. We tried scooping up the slug AND putting it in containers. We spent the rest of the day for 10 hours cleaning it up, and trying to get it from traveling all over.

2.7.18 Heard a loud noise in the afternoon, looked around and found water splashed up from the 2 toilets, it splashed up to the ceiling and all over the walls and rugs and floor. I called my husband home from work and we went out to talk to the city workers that were flushing the sewer again. We were afraid the sewer would back up in the basement again. City worker told us the sewer was backed up to the man hole cover down the street. They told us to put the toilet seat covers down for a couple weeks because they had to keep flushing.

We Also put paint cans on seat covers to hold them down, due to the powerful Flushing city was doing. We did this for weeks, because we didn't want to clean up anymore Sewage.

2-9-18 Jason from Public Works? called me back and said there was a sewer back up before ours at N31<sup>st</sup> St. and Mi. He said this was due to a Nursing Home flushing wipes into toilets. That a combination of the wipes and a hole near the sewer was sucking the gravel into the sewer. He also said they were flushing all that from 31<sup>st</sup> St. and Mi, down to our street (N27<sup>th</sup> St) trying to get to Superior Ave, where the sewer is larger. He said it had been clogged due to wipes and gravel

2-15-18 Saw workers at the man hole cover. We talked to them and they said the city hired Contractors to suck out the sewer line because it was backed up to the man hole cover.

Then they finally dug up the sewer down the street in front of 1420 N. 27<sup>th</sup> St. and fixed that. That's where they should have

done it when they got the call about sewer back up on Jan. 18<sup>th</sup> or 19<sup>th</sup>. But said there was a mix up along the communication line and they didn't have the right ADDRESS.

We saved all our lives to Buy this home, and 15 months after Buying it we have other peoples urine, poop and vomit and who knows what else in our Home. Which was totelley not our fault.

Robert and Vili McDermott

1327 N. 27<sup>th</sup> St.

Sheboygan, WI. 53081

Phone 920 452-4502

10 hrs. of labor for Husband and wife	\$1,000.00
2 Boxes of Baby cloths	100.00
1 Large Rug	75.00
8 Small Rugs	80.00
3 Brooms - 1 Large 1 small	25.00
Large DUST pan	10.00
3 mops	30.00
4 pairs Rubber GLOVES.	5.00
2 Rubber made storage Bins	15.00
1 EXTRA Large outside garbage can	15.00
6 BOTTLES of BLEACH	12.00
2 cans lysol spray	12.00
cloths we had to throw out	40.00
Shoes	20.00
Boots	20.00
water usage for 10 hrs.	15.00
	\$1,474.00
Liquid lysol for Bathrooms	6.00
	\$1,480.00

Katie from Service MASTER  
 said they get \$100.00 per Hr.  
 to clean. We did it ourselves,  
 But should get the same pay.

---

Robert & Vid' McDermott

1327 N. 37<sup>th</sup> St.

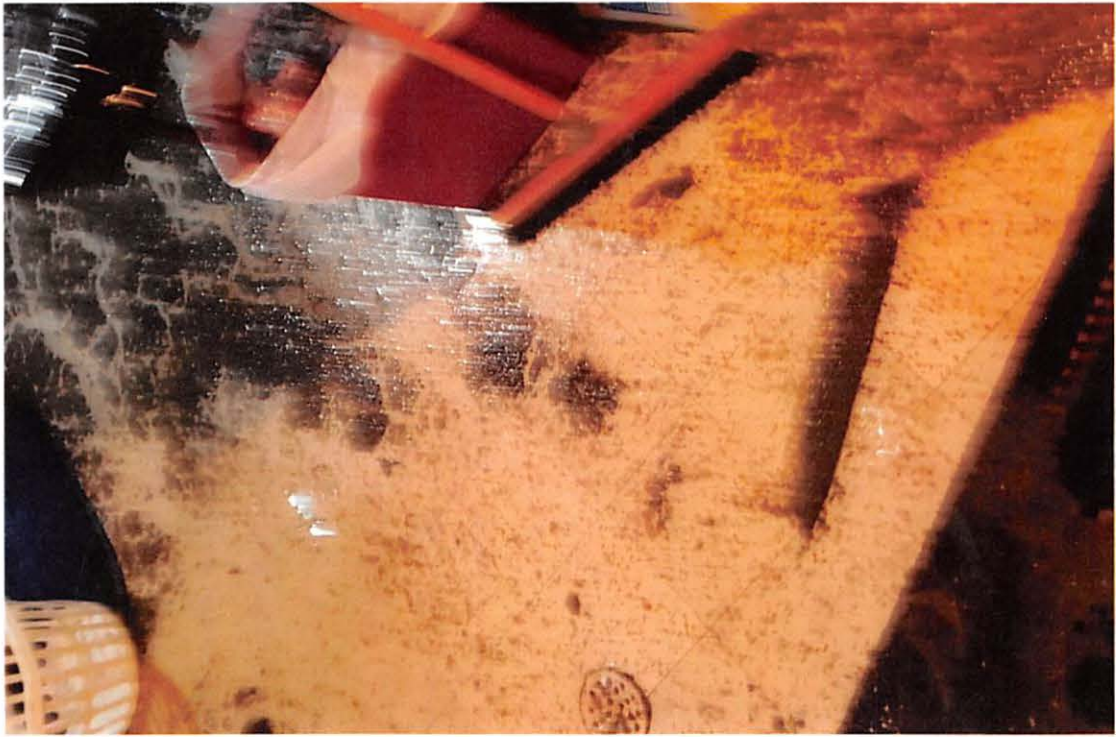
Sheboygan, Wi. 53081



2-3-2018

Sewage Spreading  
Under washer and  
DRIVER

1327 N. 27<sup>th</sup> St



2-3-2018

Sewer back up into  
Basement

1327 N. 27th St



2-3-2018

Sewage traveling  
under cabinets and  
oven, table and chairs

1327 N. 27th St.



2-3-2015

sewage spreading  
through out Basement,  
under our air  
conditioner unit.

1327 N. 27th St



2-3-2018

Sewage almost got  
to the carpet going  
UPstairs

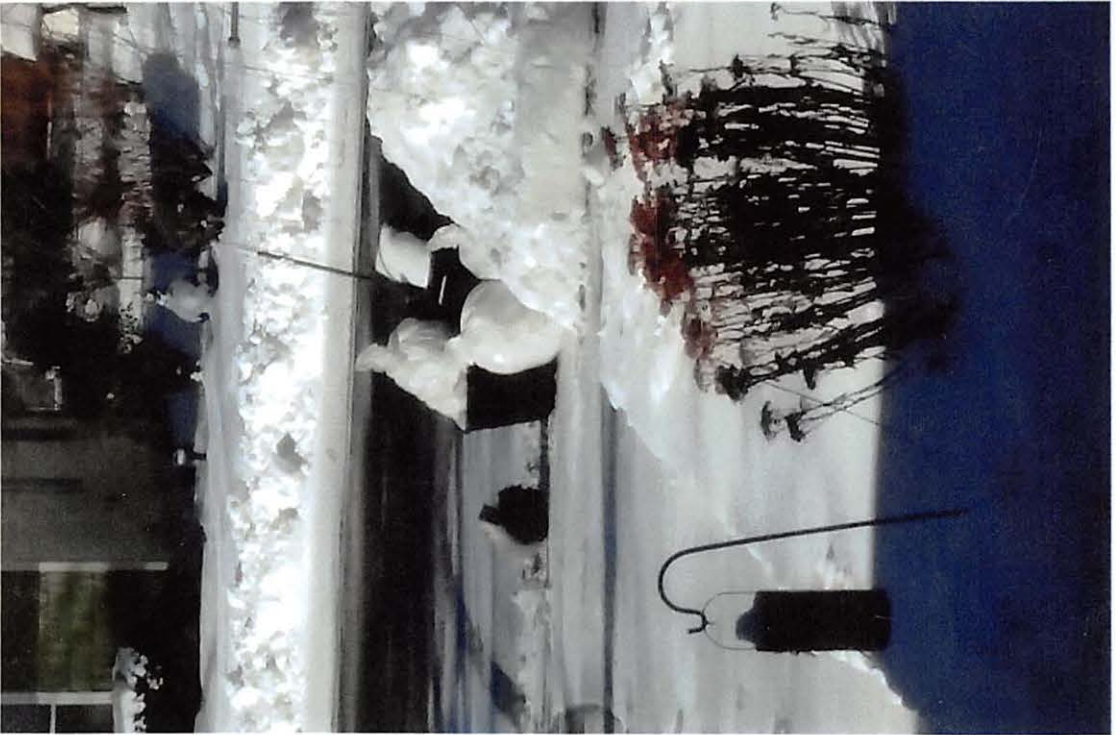
1377 N. 27th St.



2-3-2018

Sewer drain after  
we removed some of  
the slug, so the liquid  
form could drain.

1327 N. 27<sup>th</sup> St.



7-3-8018

A Few of our items  
we had to dispose of  
from after the  
sewer Back up.

1322 W. 32<sup>nd</sup> St.

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Linda L. Shimon for alleged damages to her basement due to a sewer back-up.

*Financet  
Personnel*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

5-24-18

RECEIVED BY

MKC

CLAIM NO.

8-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 24 '18 PM 3:45

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: LINDA L. Shimon
2. Home address of Claimant: 1326 N. 27<sup>th</sup> St.
3. Home phone number: 920-458-0240 920-918-5153 cell
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2/3/2018; 11:00 a.m.

6. Where did damage or injury occur? (give full description) Sewage spread into more than 95% of my basement floor.

7. How did damage or injury occur? (give full description) sewer back up. within the last 3 years, I hired Harper Plumbing (see separate sheet)

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: person in public works office

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

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: Collapse of a 15 year old sewer repair.

(b) Claimant's statement of basis for such liability: Told to me by Jason Blasiola on 2/26/2018.

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

No injuries  
See separate sheet for loss.

11. Name and address of any other person injured: See separate sheet

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

Auto: \$ \_\_\_\_\_  
Property: \$ 5,410.30  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

(may need more storage cabinets or shelving.)

**TOTAL** \$ 5,410.30

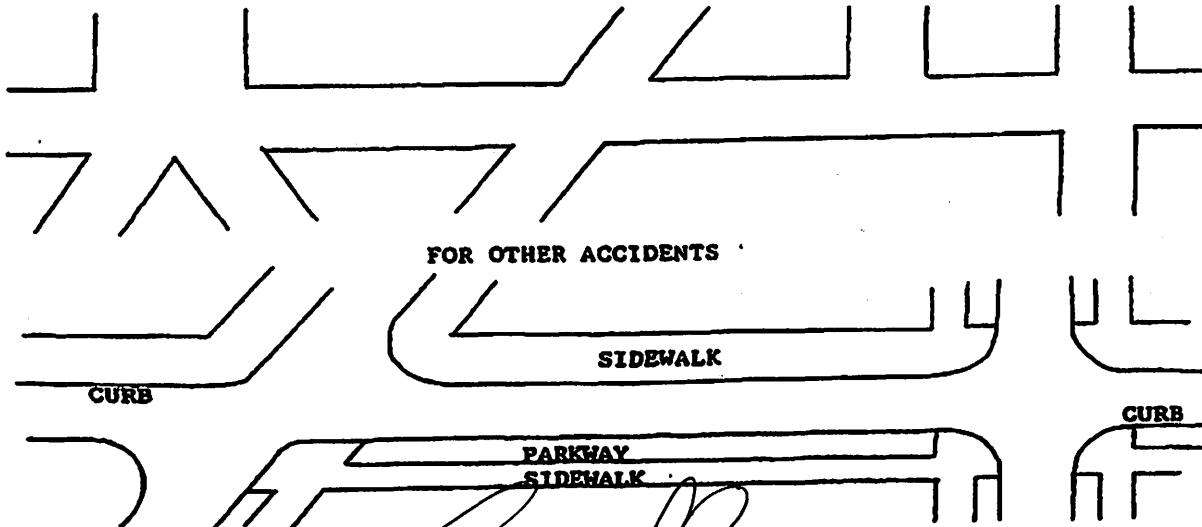
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT

Linda Shumori

DATE

5/24/18

DATE RECEIVED 5-24-18

RECEIVED BY MKC

CLAIM NO. 8-18

**CLAIM**

Claimant's Name: LINDA L. Shimon

Auto \$                     

Claimant's Address: 1326 N. 27<sup>th</sup> St.

Property ~~\$5,410.30~~ \$5,232.89

WI; Sheboygan, 53081

Personal Injury \$                     

Claimant's Phone No. 920-458-0240 (home)  
920-918-5153 (cell)

Other (Specify below) \$                     

**TOTAL** ~~\$5,232.89~~

\$5,410.30

**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 \$5,232.89.

\$5,410.30

SIGNED Linda L. Shimon

DATE: 5/17/2018

ADDRESS: 1326 N. 27<sup>th</sup> St.  
Sheboygan, WI 53081

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

*# 7 of the claim, continued*

Description of damage to basement due to 2/3/2018 sewer back flow  
Linda Shimon, 1326 N. 27th St. 920-458-0240

width of the recreation room, pushing the water into the laundry room where it would flow to the drain.

I had to sweep this area two other times as water from the soaked carpeting was draining to the low area.

On Monday, February 5, my birthday, I was called by my insurance agent that a cleaning service was on its way, and an adjuster from TLS Insurance Services, LLC, would be arriving at my home within the hour.

The adjuster was right on time, put on boots, and immediately walked all the basement floors, jotting down information, all the while taking pictures and measurements. The cleaning service personnel arrived in the early afternoon and began the task of assessing the work that needed to be done. The removing and disinfecting task began in earnest Tuesday morning.

Within 24 hours, my insurance agent called to inform me that he was cutting a check for me for \$10,500, the amount for which my home was insured plus the deductible. He said I was getting the payment immediately because the amount of damage would exceed the amount of insurance coverage.

I went to bed that night to the odor of sewage. I worried that my cats and I could be in danger from pathogens in the sewage. I did not sleep much that night. I decided, to be safe, we would spend the week the cleaners said it would take to complete the task at a nearby hotel.

I won't detail the items that had to be tossed, or the number of hours I have had to spend going through the items that were saved, or the time and effort to contact and procure the professionals required to restore my basement. As of this writing, the work is not completed as plumbing work still needs to be completed before the floor covering can be installed.

Since February, I have had a carpenter repair damages for roughly \$3,000. The cleaning service was roughly \$8,000. The floor covering will be roughly \$3,000.

In an effort to be a good citizen, I am having a drain tile pipe reconnected from my lateral pipe. I have hired Sonntag Plumbing, who I have trusted for many years, to do the work. I was told I would need to wait until May, 2018, before work on the project can begin.

# # 7 of the claim, continued

Description of damage to basement due to 2/3/2018 sewer back flow  
Linda Shimon, 1326 N. 27th St. 920-458-0240

## **Background:**

On 9/11/2014, I hired Harper Pumping to use a camera to examine my home's lateral. The cost was \$175. I felt that to be a good investment as a hedge against a sewer backup. The service man allowed me to watch the video of the lateral. He commented that it was perfect. No obstructions, which I noted.

## **Incident:**

On the morning of February 3, 2018, I drove to Grafton, WI, where my family was gathered to celebrate my birthday.

Upon returning around 6 pm, I noticed a foul smell. As I have two cats, I immediately accused them of missing the litter box, which was located in the basement.

I searched the main floor of my ranch home and found nothing, so I decided to check out the basement. As soon as I turned on the hall light, I discovered where the odor was coming from, and the cause.

When I reached the bottom of the stairs I realized, after looking left and right, that the inch or so of sewage laden water was covering my entire basement floor.

Leo, one of my cats, then appeared next to me. Worried that he might decide to jump into the dangerous soup, I picked him up and carried him back upstairs where I could close the door that separates the basement hall from the main floor.

That's when I noticed I had a voice mail. Vicki McDermott, who lives directly across the street, had left a message that sewage had flowed into her basement and was trying to warn me in case I was experiencing the same event. She thought I may be able to stop the flow. Her call was around noon. She told me she knew of two homes on my block that had experienced sewage overflows.

I called her, my brother, my insurance agent, several plumbers, and the department of public works in an effort to figure out what to do next.

I changed clothes, put on boots, and grabbed my iPad to take photos of the damage.

I moved from my laundry room, to my recreation room, to my craft room, to my work room. All rooms had at minimum one inch of sewage. The smell was terrible, and I worried for my health and the health of the cats as I didn't know what pathogens we may be inhaling.

I walked to the drain, remembering the comment of the service man who had told me there was no obstruction in the lateral. It didn't seem possible that in four years the lateral would be damaged enough to cause this backup.

I grabbed a white box full of 1990s baseball cards that I could no longer sell and set it on the floor, allowing me to reach the drain without having to kneel in the sewage. Using latex gloves, I scooped around the drain screen and pulled away detritus that had coated the screen as the sewage water had receded. I had to clear the screen two other times before most of the water finally flowed down the drain. Only a low area with about two inches of sewage water still needed attention. First, I created a pathway through the sewage for the water to flow across the recreation room then across the laundry room. Then, I grabbed a broom and swept the

#8b of claim form. Description of basis of liability alleged to be an act or omission of a city officer or employee. Linda Shimon, 1326 No. 27th St. 920-458-0240

During the second week in January, 2017, a neighbor several houses north of my home, Clarence Filipiak, 1420 N. 27th St., which is on the same side of the street as my home, experienced a sewage backup. He called to inform the public works department.

However, his address was not copied correctly. Representatives of the public works department walked from door to door south of the residence in question, and on the other side of the street, one being Vicki McDermott, the other Shirley Glazer, asking if they were the caller who had experienced the sewage back up. Being told no, they left so the correct home was never found.

What would have happened had the correct address been taken down would have been a discovery that a 15 year old repair had collapsed. There was no place for the water jetted on February 3 to go but into our basements.

The cause of the back flow was discovered and repaired on February 19 and 20th. That is 16 days following the incident. Had the address of the resident who had experienced the back flow the week of January 8, 2018, the repair would have been completed by February 2, resulting in the sewer pipe being repaired in time to avoid the damage caused by the precipitation of a February 3 snow storm.

-#11 of file claim, Names and addresses of others injured.

Linda Shimon 1326 N. 27th St. 920-458-0240

Matt Schneider 1332 N, 27th St.

Fred Hofmann 1340 N. 27th St.

Eugene Aschenbach 1404 N. 27th St.

Shirley and Tony Glazer 1335 N. 27th St.

Vicki and Robert McDermott 1327 N. 27th St.

#12 on claim form: Damages and replacement Linda Shimon 1326 N. 27th St.  
920-458-0240

Insurance payment: \$10,500

Cleaning Service:	\$ 8,176.99
Carpenter:	\$ 3,103.25
Guske Electric, Inc.	\$ 78.00
Floor covering:	\$ 3,134.80
(Less Payment:)	(\$ 2,125.62)
La Quinta Inns & Suites	\$ 307.52
7 cabinets - Replacement cost to date	
Shopko (1)	\$ 26.25
Plymouth Furniture Clearance (3)	\$ 1,083.49

(Due to plumbing still not completed, I cannot remove most of my basement items from boxes. Until I have the storage units set up, I will not know if the number of cabinets I have purchased to replace what was disposed of.)

_____	_____
\$15,910.30	\$10,500.00

Difference \$ 5,410.30

As work is not yet completed on the restoration of my basement, I may have to purchase more shelving or cabinets to replace the seven listed on the disposal document before I can remove items from boxes and containers, where they are temporarily stored.

I request to be reimbursed for the full amount of the shelving or cabinet units should that be needed. I will provide receipts.

I request also to be reimbursed for the full amount of the Dulmes charge, pending installment of the vinyl and carpeting. That will be scheduled and completed once the plumbing work has been completed.



Claims Processing - Amica Scan Center  
PO Box 9690  
Providence, RI 02940-9690

Toll Free: 1-877-41-AMICA  
(1-877-412-6422)  
Fax: 1-888-818-5664

February 6, 2018

Ms Linda Shimon  
1326 N 27th St  
Sheboygan, WI 53081-3121

File Number: 60003079936  
Date of Loss: February 4, 2018  
Deductible: \$500.00 (special deductible)

Dear Ms. Shimon:

Thank you for notifying us of your homeowner claim.

The loss to your home has been estimated to be greater than the limit of liability provided by the endorsement for Water Back Up and Sump Pump Overflow of \$10,000.00.

As such, your \$500.00 deductible has been absorbed and we have enclosed our check in the amount of \$10,500.00. An additional \$500.00 has been provided for debris removal as outlined by the policy. This limit of coverage applies to all aspects of the loss including; mitigation, repairs, damage to personal property and Additional Living Expenses (ALE).

We will now initiate the process of attempting to recover our payment in connection with the above loss. We will make every reasonable effort to expedite the process, but since it requires cooperation from other individuals or insurance companies, we are unable to guarantee you a successful recovery or provide you with a specific date by which this claim may be paid.

Please be assured that we will do our best to minimize any delays. We will contact you as soon as our subrogation activity has concluded. In the meantime, please send us any correspondence you receive from the other party or their insurance company.





Please call me with any questions.

Sincerely,

*Jeffrey P. Hosenfeld*

Jeffrey P. Hosenfeld AIC  
Amica Mutual Insurance Company  
877-412-6422 x21512  
JHOSENFELD@AMICA.COM



Claims Processing - Amica Scan Center  
PO Box 9690  
Providence, RI 02940-9690

Toll Free: 1-877-41-AMICA  
(1-877-412-6422)  
Fax: 1-888-818-5664

February 5, 2018

Ms Linda Shimon  
1326 N 27th St  
Sheboygan, WI 53081-3121

File Number: 60003079936  
Date of Loss: February 4, 2018  
Deductible: \$5,000.00

Dear Ms. Shimon:

Thank you for notifying us of your homeowner claim.

We need to determine the cause of the loss before we can explain coverage as it applies to your damage. We have assigned this claim to TLS Insurance Services to inspect the damage and to determine the cause of the loss. If there is coverage, they will determine the extent of the loss and prepare an estimate. If there is an applicable exclusion to the loss, they will point out the policy language to you.

Your homeowner's policy provides limited coverage for damage resulting from water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump, or related equipment. This coverage is limited to \$10,000.00 with a special deductible of \$500.00, subject to the terms and conditions of your policy.

Please call me with any questions.

Sincerely,

*Jeffrey P. Hosenfeld*

Jeffrey P. Hosenfeld AIC  
Amica Mutual Insurance Company  
877-412-6422 x21512  
JHOSENFELD@AMICA.COM



**Amica Mutual Insurance Company**

MAIL: P.O. BOX 6008 PROVIDENCE, R.I. 02940-6008

---

Milwaukee Regional Office  
TOLL FREE 1-877-412-6422

---

CHECK NUMBER: 6885498  
CHECK AMOUNT: \$10,500.00

FILE NO: 60003079936  
POLICY NO: 68094820MY

Water

CLAIM HANDLER: Jeffrey P Hosenfeld

Claim 60003079936

Payment up to limit of available coverage for water back-up

Fold Here

THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS LISTED ABOVE

PLEASE DETACH BEFORE REPRODUCTION

Replace shelf dis-  
carded due to sewage

# SHOPKO

ackup.

SHOPKO SHEBOYGAN  
518 SOUTH TAYLOR DRIVE  
SHEBOYGAN, WI 530810000  
(920) 458-1771

ore: 0116 Register: 00003 Tran: 1287  
3395 3/22/2018 3:49:46 PM

2800522897 AA 8 PK BATTER	\$7.49 S
Promo Discount-322000749	(\$0.50)
Reg Price	\$7.99 Saved (\$0.50)
7323232053 BOOHBOX	\$24.88 S
Promo Discount-322002488	(\$15.11)
Reg Price	\$39.99 Saved (\$15.11)
4982860064 6 SECTION CUBE	\$28.88 S
Promo Discount-322002888	(\$61.11)
Reg Price	\$89.99 Saved (\$61.11)
12930147280 23" SPINNER SL	\$4.79 C
Addl 20% off Clr Apparel H	(\$1.20)
Reg Price	\$5.99 Saved (\$1.20)
12930147273 23" SPINNER SL	\$4.79 C
Addl 20% off Clr Apparel H	(\$1.20)
Reg Price	\$5.99 Saved (\$1.20)
14982900128 TOTE	\$3.10 S
Promo Discount-322000388	(\$0.11)
Addl 20% off Clr Apparel H	(\$0.78)
Reg Price	\$3.99 Saved (\$0.89)
14982900128 TOTE	\$3.10 S
Promo Discount-322000388	(\$0.11)
Addl 20% off Clr Apparel H	(\$0.78)
Reg Price	\$3.99 Saved (\$0.89)
91685203937 MINECRAFT SS T	\$6.88 S
Promo Discount-322000688	(\$9.11)
Reg Price	\$15.99 Saved (\$9.11)
90371860430 NINJAGO SS TEE	\$6.88 S
Promo Discount-322000688	(\$9.11)
Reg Price	\$15.99 Saved (\$9.11)
91651016332 SPIDER SS TEE	\$3.83 C
Addl 20% off Clr Apparel H	(\$0.96)
Reg Price	\$4.79 Saved (\$0.96)
00255622819 EZ 1/4 ZIP HOO	\$7.19 C
Addl 20% off Clr Apparel H	(\$1.80)
Reg Price	\$8.99 Saved (\$1.80)

SubTotal \$101.81  
5% \$5.60  
TOTAL \$107.41

Gift Card / Promo Card \$6.78

Card number: \*\*\*\*\*6739

Authorization 000000

Balance Remaining \$0.00

Gift Card / Promo Card \$25.00

Card number: \*\*\*\*\*8395

Authorization 000000

Balance Remaining \$0.00

Gift Card / Promo Card \$25.00

Card number: \*\*\*\*\*8403

Authorization 000000

Balance Remaining \$0.00

Gift Card / Promo Card \$25.00

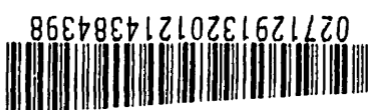
Card number: \*\*\*\*\*9769

Authorization 000000

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VISA GUEST CHECKING CODE AT  
[www.shopko.com](http://www.shopko.com) FOR DETAILS.





02712913201214384398



## TLS Insurance Services, LLC

---

PO Box 58  
Johnson Creek WI 53038  
Phone: (920) 229-6553  
Fax: (262) 565-0251  
Tax Id # 27-1178214

Insured: Shimon, Linda  
Property: 1326 N 27th St  
Sheboygan, WI 53081-3121  
Home: 1326 N 27th St  
Sheboygan, WI 53081-3121

Home: 920-458-0240  
Cell: 920-918-5153  
E-mail: lshimon1@charter.net

Claim Rep.: Jeffrey Hosenfeld  
Business: N17 W24222 Riverwood Dr Ste 130  
Waukesha, WI 53188

Business: 877-412-6422 x 21512  
E-mail: JHOSENFELD@AMICA.COM

Estimator: Thomas Schamens

Business: 920-229-6553  
E-mail: Thomas@tlsinsurance.com

**Claim Number:** 60003079936

**Policy Number:** 68094820MY

**Type of Loss:** Water

Price List: WIAP8X\_FEB18  
Restoration/Service/Remodel  
Estimate: SHIMON\_\_LINDA

This is the estimated amount of observed damages for your personal property and/or the estimated cost of covered repairs to your home. This estimate is subject to Amica Mutual Insurance Company's final review. Your policy may contain provisions that could limit or exclude the amount paid for certain items. Your adjuster will explain any applicable coverage limitations to you. This estimate is not a guarantee that coverage will be provided and is not intended to replace any of the terms and conditions in your policy.

We will work with you and your chosen contractor to attempt to reach an agreed figure for the covered repairs and/or replacement of your personal property. If you or your contractor disagree with the extent or cost of repairs outlined in this estimate, or if additional damage is discovered, please contact Amica so we can provide further assistance. Please remember that you are required to provide us with an opportunity to inspect any supplemental damage before the damaged items are repaired or replaced.

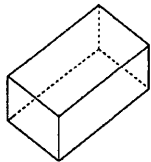
Your Mortgagee may be included as an additional payee. We recommend you contact your lender to notify them of the loss and discuss their specific requirements for endorsing checks. Please let us know if we can help in this regard. If you have any questions about this estimate or any of the information presented here, please contact us so we can assist you.



**TLS Insurance Services, LLC**

PO Box 58  
 Johnson Creek WI 53038  
 Phone: (920) 229-6553  
 Fax: (262) 565-0251  
 Tax Id # 27-1178214

**SHIMON\_LINDA**



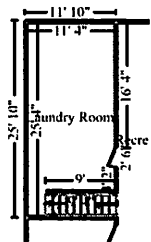
**Mitigation**

**LxWxH 38' 6" x 24' 6" x 8'**

1008.00 SF Walls	943.25 SF Ceiling
1951.25 SF Walls & Ceiling	943.25 SF Floor
104.81 SY Flooring	126.00 LF Floor Perimeter
308.00 SF Long Wall	196.00 SF Short Wall
126.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA	114.72	37.86	0.00	726.18	(0.00)	726.18
2. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	8.00 DA	106.70	46.95	0.00	900.55	(0.00)	900.55
Negative air fan for basement and main level due to sewage odor							
3. Content Manipulation charge - per hour	32.00 HR	37.75	0.00	0.00	1,208.00	(0.00)	1,208.00
Remove and reset basement personal property							
4. Clean floor - Heavy	943.25 SF	0.39	20.78	0.00	388.65	(0.00)	388.65
5. Cleaning Technician - incl. cleaning agent - per hour	32.00 HR	30.41	55.55	0.00	1,028.67	(0.00)	1,028.67
Clean and disinfect basement personal property							
6. Add for HEPA filter (for neg. air machine/vacuum - Large)	2.00 EA	239.03	52.42	0.00	530.48	(0.00)	530.48
<b>Totals: Mitigation</b>			<b>213.56</b>	<b>0.00</b>	<b>4,782.53</b>	<b>0.00</b>	<b>4,782.53</b>

**Basement**



**Laundry Room**

**Height: 8'**

543.33 SF Walls	257.14 SF Ceiling
800.47 SF Walls & Ceiling	257.14 SF Floor
28.57 SY Flooring	67.50 LF Floor Perimeter
73.00 LF Ceil. Perimeter	

**Door**

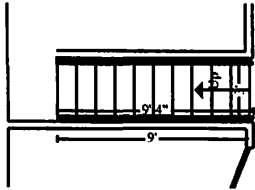
**2' 6" X 6' 8"**

**Opens into RECREATION\_R**



**TLS Insurance Services, LLC**

PO Box 58  
 Johnson Creek WI 53038  
 Phone: (920) 229-6553  
 Fax: (262) 565-0251  
 Tax Id # 27-1178214



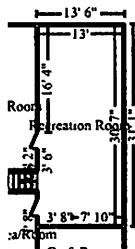
**Subroom: Stairs (1)**

**Height: 14' 3"**

202.83 SF Walls	27.48 SF Ceiling
230.31 SF Walls & Ceiling	49.36 SF Floor
5.48 SY Flooring	22.18 LF Floor Perimeter
18.65 LF Ceil. Perimeter	

Missing Wall 3' X 14' 3 1/16" Opens into LAUNDRY\_ROOM  
 Missing Wall 3' X 14' 3 1/16" Opens into RECREATION\_R

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7. Furnace - check, heavy clean, replace filters and service	1.00 EA	190.23	0.69	38.04	228.96	(7.86)	221.10
8. Door knob - interior	1.00 EA	38.04	1.18	7.60	46.82	(13.44)	33.38
9. Stain & finish door/window trim & jamb (per side)	2.00 EA	27.58	0.58	11.04	66.78	(6.59)	60.19
10. Stain & finish door slab only (per side)	2.00 EA	39.33	0.82	15.74	95.22	(9.34)	85.88
11. Epoxy finish - one coat over concrete floor	306.50 SF	2.14	6.57	131.18	793.66	(75.02)	718.64
12. Clean ductwork - Interior (PER REGISTER)	2.00 EA	29.02	3.20	11.60	72.84	(0.12)	72.72
13. R&R Interior door unit	1.00 EA	156.04	5.73	31.20	192.97	(65.38)	127.59
<b>Totals: Laundry Room</b>			<b>18.77</b>	<b>246.40</b>	<b>1,497.25</b>	<b>177.75</b>	<b>1,319.50</b>



**Recreation Room**

**Height: 8'**

615.56 SF Walls	398.08 SF Ceiling
1013.64 SF Walls & Ceiling	398.08 SF Floor
44.23 SY Flooring	75.50 LF Floor Perimeter
87.17 LF Ceil. Perimeter	

Door 2' 6" X 6' 8" Opens into LAUNDRY\_ROOM  
 Missing Wall 3' X 8' Opens into STAIRS  
 Door 2' 6" X 6' 8" Opens into STORAGE\_AREA  
 Missing Wall - Goes to Floor 3' 8" X 6' 8" Opens into CRAFT\_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. R&R Baseboard - 2 1/4" stain grade	75.50 LF	2.73	4.73	41.22	252.07	(54.03)	198.04
15. Stain & finish baseboard	75.50 LF	1.05	0.71	15.86	95.85	(8.06)	87.79
16. R&R 1/2" - drywall per LF - up to 2' tall	75.50 LF	7.92	4.24	119.58	721.79	(48.33)	673.46

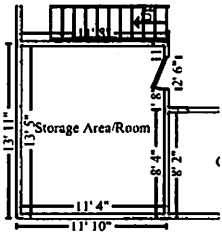


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**CONTINUED - Recreation Room**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. R&R Batt insulation - 4" - R13 - unfaced batt	151.00 SF	0.84	3.16	25.38	155.38	(36.01)	119.37
18. Seal/prime then paint the walls twice (3 coats)	615.56 SF	0.89	8.13	109.58	665.56	(92.72)	572.84
19. Remove Glue down carpet - High grade	398.08 SF	0.50	0.00	39.80	238.84	(0.00)	238.84
20. Glue down carpet - High grade	449.75 SF	3.07	64.31	276.14	1,721.18	(733.78)	987.40
21. Floor prep (scrape rubber back residue)	398.08 SF	0.51	0.00	40.60	243.62	(0.00)	243.62
22. Final cleaning - construction - Residential	398.08 SF	0.19	4.16	15.12	94.92	(0.00)	94.92
<b>Totals: Recreation Room</b>			<b>89.44</b>	<b>683.28</b>	<b>4,189.21</b>	<b>972.93</b>	<b>3,216.28</b>



**Storage Area/Room**

**Height: 8'**

379.33 SF Walls	152.06 SF Ceiling
531.39 SF Walls & Ceiling	152.06 SF Floor
16.90 SY Flooring	47.00 LF Floor Perimeter
49.50 LF Ceil. Perimeter	

**Door**

**2' 6" X 6' 8"**

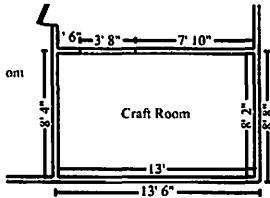
**Opens into RECREATION\_R**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
23. Floor preparation for resilient flooring	152.06 SF	0.50	0.84	15.20	92.07	(9.54)	82.53
24. R&R Vinyl tile	152.06 SF	4.24	18.48	128.96	792.17	(210.89)	581.28
<b>Totals: Storage Area/Room</b>			<b>19.32</b>	<b>144.16</b>	<b>884.24</b>	<b>220.43</b>	<b>663.81</b>



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**Craft Room**

**Height: 8'**

314.22 SF Walls	106.17 SF Ceiling
420.39 SF Walls & Ceiling	106.17 SF Floor
11.80 SY Flooring	38.67 LF Floor Perimeter
42.33 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor**

**3' 8" X 6' 8"**

**Opens into RECREATION\_R**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. R&R Baseboard - 2 1/4" stain grade	38.67 LF	2.73	2.42	21.12	129.11	(27.65)	101.46
26. Stain & finish baseboard	38.67 LF	1.05	0.36	8.12	49.08	(4.13)	44.95
27. R&R 1/2" - drywall per LF - up to 2' tall	38.67 LF	7.92	2.17	61.26	369.70	(24.74)	344.96
28. R&R Batt insulation - 4" - R13 - unfaced batt	77.33 SF	0.84	1.62	13.00	79.57	(18.44)	61.13
29. Seal/prime then paint the walls twice (3 coats)	314.22 SF	0.89	4.15	55.94	339.75	(47.33)	292.42
30. Remove Glue down carpet - High grade	106.17 SF	0.50	0.00	10.62	63.71	(0.00)	63.71
31. Glue down carpet - High grade	147.50 SF	3.07	21.09	90.56	564.48	(240.66)	323.82
32. Floor prep (scrape rubber back residue)	106.17 SF	0.51	0.00	10.84	64.99	(0.00)	64.99
33. Final cleaning - construction - Residential	106.17 SF	0.19	1.11	4.04	25.32	(0.00)	25.32
<b>Totals: Craft Room</b>			<b>32.92</b>	<b>275.50</b>	<b>1,685.71</b>	<b>362.95</b>	<b>1,322.76</b>
<b>Total: Basement</b>			<b>160.45</b>	<b>1,349.34</b>	<b>8,256.41</b>	<b>1,734.06</b>	<b>6,522.35</b>

**Personal Property**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Personal property items not inventoried as the loss exceeds the coverage limit available under the water and sewage backup endorsement							
<b>Totals: Personal Property</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Debris Removal**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
34. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	340.00	0.00	68.00	408.00	(0.00)	408.00



**TLS Insurance Services, LLC**

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Johnson Creek WI 53038  
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Fax: (262) 565-0251  
Tax Id # 27-1178214

**CONTINUED - Debris Removal**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
<b>Totals: Debris Removal</b>			<b>0.00</b>	<b>68.00</b>	<b>408.00</b>	<b>0.00</b>	<b>408.00</b>
<b>Line Item Totals: SHIMON__LINDA</b>			<b>374.01</b>	<b>1,417.34</b>	<b>13,446.94</b>	<b>1,734.06</b>	<b>11,712.88</b>

**Grand Total Areas:**

3,063.28 SF Walls	1,884.17 SF Ceiling	4,947.45 SF Walls and Ceiling
1,906.06 SF Floor	211.78 SY Flooring	376.85 LF Floor Perimeter
308.00 SF Long Wall	196.00 SF Short Wall	396.65 LF Ceil. Perimeter
962.81 Floor Area	1,007.00 Total Area	1,708.57 Interior Wall Area
1,171.50 Exterior Wall Area	130.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**TLS Insurance Services, LLC**

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Phone: (920) 229-6553  
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Tax Id # 27-1178214

**Summary for Sump Pump Endorsement**

Line Item Total	11,655.59
General Contractor Overhead	708.67
General Contractor Profit	708.67
Material Sales Tax	151.98
Services Mat'l Tax	27.21
Service Sales Tax	194.82
<b>Replacement Cost Value</b>	<b>\$13,446.94</b>
Less Depreciation	(1,734.06)
<b>Actual Cash Value</b>	<b>\$11,712.88</b>
Less Deductible	(500.00)
Less Amount Over Limit(s)	(1,212.88)
<b>Net Claim</b>	<b>\$10,000.00</b>
Total Depreciation	1,734.06
Less Residual Amount Over Limit(s)	(1,734.06)
Total Recoverable Depreciation	0.00
<b>Net Claim if Depreciation is Recovered</b>	<b>\$10,000.00</b>

Thomas Schamens



**TLS Insurance Services, LLC**

---

PO Box 58  
Johnson Creek WI 53038  
Phone: (920) 229-6553  
Fax: (262) 565-0251  
Tax Id # 27-1178214

**Recap by Room**

**Estimate: SHIMON\_LINDA**

<b>Mitigation</b>	<b>4,568.97</b>	<b>39.20%</b>
<b>Area: Basement</b>		
<b>Laundry Room</b>	<b>1,232.08</b>	<b>10.57%</b>
<b>Recreation Room</b>	<b>3,416.49</b>	<b>29.31%</b>
<b>Storage Area/Room</b>	<b>720.76</b>	<b>6.18%</b>
<b>Craft Room</b>	<b>1,377.29</b>	<b>11.82%</b>
<hr/>		
<b>Area Subtotal: Basement</b>	<b>6,746.62</b>	<b>57.88%</b>
<b>Debris Removal</b>	<b>340.00</b>	<b>2.92%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>11,655.59</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>11,655.59</b>	<b>100.00%</b>



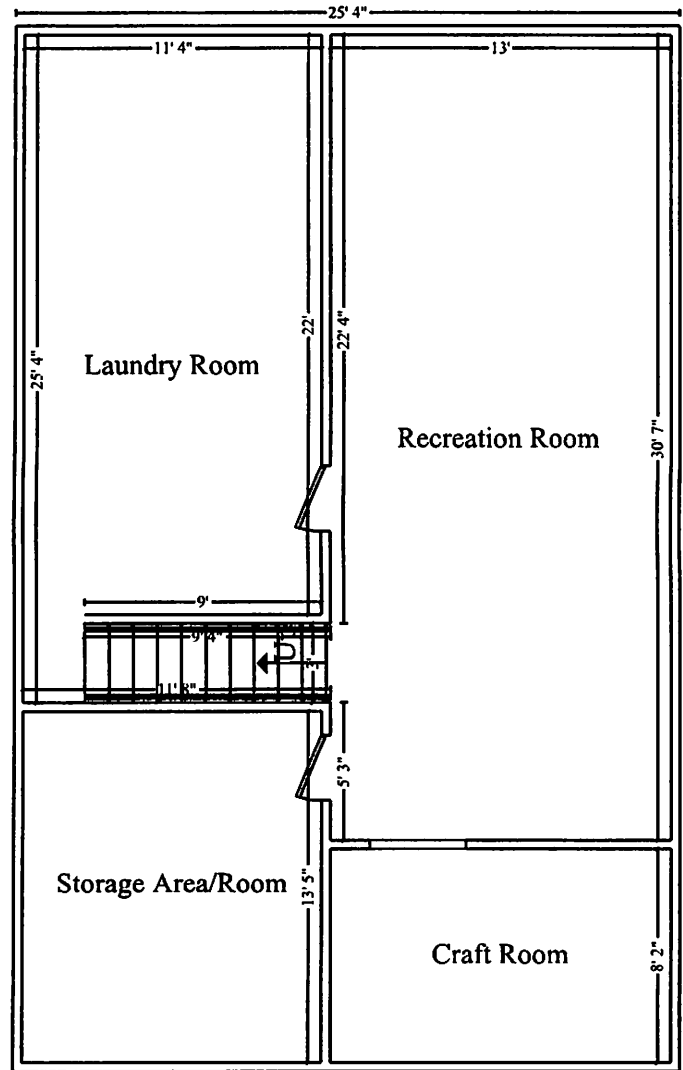
**TLS Insurance Services, LLC**

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Johnson Creek WI 53038  
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Fax: (262) 565-0251  
Tax Id # 27-1178214

**Recap by Category with Depreciation**

<b>General Contractor O&amp;P Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
CLEANING	153.85	0.08	153.77
CONCRETE & ASPHALT	655.91	59.77	596.14
GENERAL DEMOLITION	1,026.94		1,026.94
DOORS	141.23	52.09	89.14
DRYWALL	702.15	58.23	643.92
FLOOR COVERING - CARPET	2,090.73	776.43	1,314.30
FLOOR COVERING - VINYL	583.91	175.63	408.28
FINISH CARPENTRY / TRIMWORK	274.01	65.08	208.93
FINISH HARDWARE	38.04	10.71	27.33
HEAT, VENT & AIR CONDITIONING	190.23	6.25	183.98
INSULATION	148.41	43.38	105.03
PAINTING	1,081.21	133.96	947.25
<b>General Contractor O&amp;P Items Subtotal</b>	<b>7,086.62</b>	<b>1,381.61</b>	<b>5,705.01</b>
<b>Non-General Contractor O&amp;P Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
CONT: CLEAN APPLIANCES	973.12		973.12
CLEANING	367.87		367.87
CONTENT MANIPULATION	1,208.00		1,208.00
HAZARDOUS MATERIAL REMEDIATION	478.06		478.06
WATER EXTRACTION & REMEDIATION	1,541.92		1,541.92
<b>Non-General Contractor O&amp;P Items Subtotal</b>	<b>4,568.97</b>	<b>0.00</b>	<b>4,568.97</b>
<b>General Contractor O&amp;P Items Subtotal</b>	<b>7,086.62</b>	<b>1,381.61</b>	<b>5,705.01</b>
<b>General Contractor Overhead</b>	<b>708.67</b>	<b>138.20</b>	<b>570.47</b>
<b>General Contractor Profit</b>	<b>708.67</b>	<b>138.20</b>	<b>570.47</b>
<b>Material Sales Tax</b>	<b>151.98</b>	<b>76.03</b>	<b>75.95</b>
<b>Services Mat'l Tax</b>	<b>27.21</b>	<b>0.01</b>	<b>27.20</b>
<b>Service Sales Tax</b>	<b>194.82</b>	<b>0.01</b>	<b>194.81</b>
<b>Total</b>	<b>13,446.94</b>	<b>1,734.06</b>	<b>11,712.88</b>

Basement



Basement



STATEMENT

No.

Septic, Grease, Holding Tanks  
24 Hour Service 920-627-7867

PLEASE PAY FROM THIS INVOICE -  
NO OTHER STATEMENT WILL BE SENT.

*Reference  
only*

JOB \_\_\_\_\_ DATE 9/11 2014

NAME Linda Simon PHONE NUMBER ( ) \_\_\_\_\_

ADDRESS 1526 N. 27th St.  
Sheboygan WI

DUE DATE \_\_\_\_\_

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Camera Mod line		175.00
	pl. ck# 4450		
	<i>Thank you</i>		
A 1½% FINANCE CHARGE AFTER 20 DAYS AND MONTHLY THEREAFTER (18% ANNUAL). MINIMUM FINANCE CHARGE \$1.00.		TAX	8.75
		TOTAL	183.75

THANK YOU





LA QUINTA INN SHEBOYGAN  
 2932 KOHLER MEMORIAL DRIVE  
 SHEBOYGAN, WI 53081  
 9204572321

SHIMON, LINDA  
 1326 N. 27TH ST  
 SHEBOYGAN, WI 53081  
 Company: AARP

Folio#: 1005172021  
 Room: 140  
 Arrival: 02/04/18  
 Departure: 02/09/18  
 Returns Club No :  
 Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
715498	2/4/2018	Rm: 140 AARP - AARP RATE	\$53.10	\$0.00	\$53.10
715499	2/4/2018	TAX - OCCUPANCY - CITY	\$4.25	\$0.00	\$57.35
715500	2/4/2018	TAX - OCCUPANCY - STATE	\$2.93	\$0.00	\$60.28
715557	2/5/2018	Rm: 140 AARP - AARP RATE	\$53.10	\$0.00	\$113.38
715558	2/5/2018	TAX - OCCUPANCY - CITY	\$4.25	\$0.00	\$117.63
715559	2/5/2018	TAX - OCCUPANCY - STATE	\$2.93	\$0.00	\$120.56
715673	2/6/2018	Rm: 140 AARP - AARP RATE	\$58.50	\$0.00	\$179.06
715674	2/6/2018	TAX - OCCUPANCY - CITY	\$4.68	\$0.00	\$183.74
715675	2/6/2018	TAX - OCCUPANCY - STATE	\$3.22	\$0.00	\$186.96
715810	2/7/2018	Rm: 140 AARP - AARP RATE	\$53.10	\$0.00	\$240.06
715811	2/7/2018	TAX - OCCUPANCY - CITY	\$4.25	\$0.00	\$244.31
715812	2/7/2018	TAX - OCCUPANCY - STATE	\$2.93	\$0.00	\$247.24
715933	2/8/2018	Rm: 140 AARP - AARP RATE	\$53.10	\$0.00	\$300.34
715934	2/8/2018	TAX - OCCUPANCY - CITY	\$4.25	\$0.00	\$304.59
715935	2/8/2018	TAX - OCCUPANCY - STATE	\$2.93	\$0.00	\$307.52
716021	2/9/2018	CASH	\$0.00	\$307.52	\$0.00
				<b>Balance:</b>	<b>\$0.00</b>

Signature:

THANK YOU  
 WE APPRECIATE YOUR BUSINESS

DULMES DECOR CARPET ONE  
 1901 SOUTH 8TH STREET  
 SHEBOYGAN, WI 53081  
 Telephone: 920-451-8200

CG801775

INVOICE

Sold To	Ship To
---------	---------

LINDA SHIMON  
 1326 N.27TH  
 SHEBOYGAN, WI 53081

LINDA SHIMON  
 1326 N.27TH  
 SHEBOYGAN, WI 53081

Order Date	home	PO Number	Order Number
02/27/18	920-458-0240	18% OFF SALE	CG801775

Inventory	Style/Item	Color/Description
#ST037630002	BRAIN POWER steps down & lower level rec	TECHNIQUE 936(DURACOLOR)
SUPPLIES	MISC. INSTALL DIRECT PASTE CARPET INSTALL CARPET STEPS PREP WORK	ADHESIVE
6CB	COVE BASE 6"	6CB97 FAWN
CB	COVE BASE 4"	CB97 FAWN
SUPPLIES	MISC. COUPON/DISCOUNT	ADHESIVE
	18% off materials	
MISC	SUPPLIES lower level back room and 2 x 3 area	SMOKEY BROWN VCT
	INSTALL VCT INSTALL VINYL BASE	
SUPPLIES	MISC.	METALS
#ST037850003	EARTHSCAPES PLATINUM - SORRENTO SLATE art room- area #4	932
SUPPLIES	MISC. INSTALL VINYL	ADHESIVE
#ST037850003	EARTHSCAPES PLATINUM - SORRENTO SLATE added for behind bar	932

Sales Representative(s):  
 JODI MUELLER

Material: 1,926.42  
 Service: 1,208.38  
 Misc. Charges: 0.00  
 Sales Tax: 0.00  
 Misc. Tax: 0.00

Thank you for your business.  
 Payment due when job is completed.

INVOICE TOTAL: \$3,134.80  
 Less Payment(s): 2,125.62  
 BALANCE DUE: \$1,009.18

\*D00100001775\*



Guske Electric, Inc.  
2004 Waverly Court  
Sheboygan, WI 53083

INVOICE # 14046      DATE: 4/24/2018

CUSTOMER: Linda  
LOCATION: "Same"  
Sheboygan

DESCRIPTION:  
Reinstall basement bar outlet  
and abandon telephone jack.

**BILL TO:**

Linda Shimon  
1326 N. 27th St.  
Sheboygan, WI 53081

<u>DUE UPON RECEIPT</u>	<b>\$78.00</b>
<b>Amount Enclosed:</b>	<b>\$ 78.00</b>

INVOICE # 14046      DATE: 4/24/2018

#	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	Elec. Service Call Charge  <i># 5162</i>	1	78.00	78.00

Sales tax is required for certain jobs within our scope of services provided.  
If required, it will be added to the total due.

**Sales Tax: (5.5%)      \$0.00**

Terms: Net 10 days, 1 1/2% per month on unpaid balance or a min. of \$5.00.

**Total:      \$78.00**

**A 3.25% fee will be applied when making payments with credit cards.**

DUE UPON RECEIPT

Kevin Stauss Construction, LLC

736 Killdeer Lane  
Plymouth, WI 53073

# Invoice

Date	Invoice #
4/29/2018	804

<b>Bill To</b>
Lynn Shimon 1326 N. 27th Street Sheboygan, WI 53081

# 5106

P.O. No.	Terms	Project
Lower Level	Due on receipt	

Quantity	Description	Rate	Amount
	Labor	1,964.00	1,964.00
	Materials	687.41	687.41
	Painting/Staining	451.84	451.84
All work is complete! Thank you for your business !		<b>Total</b>	\$3,103.25

Job #CLAIM Shimon

# Total Loss Report

**Linda Shimon**

**1325 N 27th St  
Sheboygan, WI, 53081-3121**

Policy #: 68094820MY

Claim #: 60003079936

Prepared On: February 07, 2018



**Sullivan's Cleaning & Restoration**

3065 Commodity Lane

Green Bay, WI 54304

9203371986 | [www.sullivanscleaning.com](http://www.sullivanscleaning.com)

## DISPOSAL AUTHORIZATION

Property Owner: Linda Shimon

Job Address: 1325 N 27th St.

Sheboygan WI 53081

Type of Loss: Sewage

I/We hereby acknowledge that I/We completed the total loss inventory and have the proper documentation, if requested by our insurance carrier, as to proof of said items and authorize Sullivan's Cleaning & Restoration, Inc. to dispose of these items. We have provided Sullivan's Cleaning & Restoration, Inc. with a complete list of items that are to be disposed. We hold Sullivan's Cleaning & Restoration, Inc. harmless of any liability for disposal or the following content items:

1 to ~~2~~ wooden Bookcase  
wooden workbench, 2 doors, white cabinet, table top  
box ceiling tiles, snap together floor tiles,  
carpet section, bathroom grout,

Linda L Shimon 2/7/2018  
Signature Printed Legal Name of Property Owner Date

Signature Printed Legal Name of Authorized Agent/Title Date

Signature Sullivan's Cleaning & Restoration Rep/Title Date

**Basement**

#	Item	Box	Description	Qty	Unit	Brand/Model	Serial #	Place of Purchase	Age	Original Cost
1			Pipe insulation	18	EA					\$0.00
2			Cat scratching post	2	EA					\$0.00
3			Poster board	1	EA					\$0.00
4			Puzzles	19	EA					\$0.00
5			Bar Stool	1	EA					\$0.00
6			Blanket	1	EA					\$0.00
7			Mattress pad	1	EA					\$0.00
8			Video game console	1	EA					\$0.00
9			Posters	4	EA					\$0.00
10			Christmas bags	50	EA					\$0.00
11			Jeans	1	EA					\$0.00
12			Roll of paper	1	EA					\$0.00
13			Wheights	4	EA					\$0.00
14			Cardboard sheets	2	EA					\$0.00
15			Air mattress	1	EA					\$0.00

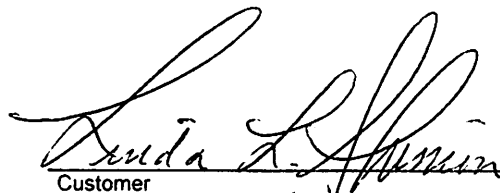
Note: 200 poster boards

**Basement**

#	Item	Box	Description	Qty	Unit	Brand/Model	Serial #	Place of Purchase	Age	Original Cost
16			Cleaning tools	3	EA	\$20.00				\$0.00
Note: Broom, mop, vacuum										
17			Wicker chair	2	EA	\$200.00 ea				\$0.00
18			Trim	1	EA					\$0.00
19			Rugs	5	EA					\$0.00
20			Cabinets	7	EA	\$20.00 ea.				\$0.00
21			Rolling cart	1	EA	\$20.00				\$0.00
22			Claim	17	EA	\$5000 total				\$0.00
Note: Sports cards, wooden statue, purse										
23			Stadium seat	1	EA	\$5.00				\$0.00
24			Cat litter	2	EA	\$133.00 ea.				\$0.00
<b>Subtotal:</b>										<b>\$0.00</b>

**Total:** **\$0.00**

I/We confirm that all information on the above list is correct and complete.

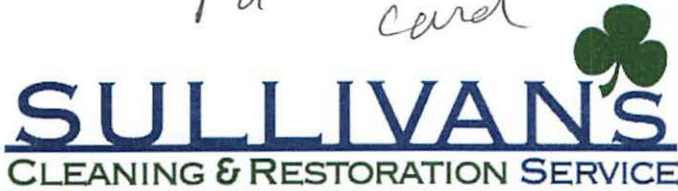
  
 \_\_\_\_\_  
 Customer  
 2/7/2018  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Employee  
 \_\_\_\_\_  
 Date

*Pd. credit card*

*2/21/2018*

# Invoice



Invoice Number  
**18-039-R**

Invoice Date  
**02/20/2018**

3065 Commodity Lane  
Green Bay, WI 54304

Phone: (920) 337-1986  
Fax: (920) 337-6681

Loss Address:  
Shimon, Linda  
1326 N 27<sup>th</sup> St  
Sheboygan, WI 53081

Job No	Job Type	Customer Order#	Payment Terms	Due Date
18-039-R	Water			Upon Receipt
Description				Price

**Water Loss – Mitigation (Includes Deductible \$500.00)**

**\$8,176.99**

**We accept Visa, MC, Amex & Discover**

A finance charge of 1 ½% per month will be added to accounts over 30 days old. This is an annual interest rate of 18% APR. Returned checks will be charged a \$30.00 NSF Fee

**Total Amount Due:**

**\$8,176.99**



## Sullivan's Cleaning & Restoration

---

Tax ID: 39-1388043  
Contractor License #: 1012841  
Phone: 920-337-1986  
Fax: 920-337-6681  
contactus@sullivanscleaning.com  
www.sullivanscleaning.com

Dan - 1-920-347-4504

Insured: Shimon, Linda  
Property: 1326 N 27th St  
Sheboygan, WI 53081-3121  
Home: 1326 N 27th St  
Sheboygan, WI 53081-3121

Home: 920-458-0240  
Cell: 920-918-5153  
E-mail: lshimon1@charter.net

Claim Rep.: Hosenfeld, Jeffrey P.  
Business: N17 W24222 Riverwood Dr Ste 130  
Waukesha, WI 53188

Business: 877-412-6422 x 21512  
E-mail: JHOSENFELD@AMICA.COM

Estimator: Dan Hinrichs  
Business: 3065 Commodity Lane  
Green Bay, WI 54304

Business: 920-337-1986  
E-mail: danhinrichs@sullivanscleaning.com

Contractor:  
Company: Sullivan's Cleaning & Restoration  
Business: 3065 Commodity Ln  
Green Bay, WI 54304

Business: 877-337-1986

Claim Number: 60003079936

Policy Number: 68094820MY

Type of Loss: Water

Price List: WIAP8X\_FEB18  
Restoration/Service/Remodel  
Estimate: SHIMON\_\_LINDA

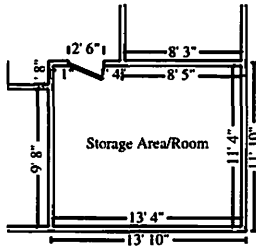


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 contactus@sullivanscleaning.com  
 www.sullivanscleaning.com

## SHIMON\_LINDA

### Main Level

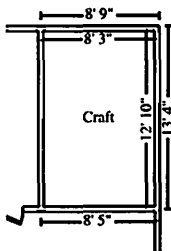


#### Storage Area/Room

Height: 8'

378.00 SF Walls	151.11 SF Ceiling
529.11 SF Walls & Ceiling	151.11 SF Floor
16.79 SY Flooring	46.83 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	2' 6" X 6' 8"				TAX	TOTAL
		RESET	REMOVE	REPLACE	Opens into RECREATION_R		
1. Water extraction from hard surface floor - Cat 3 water	151.11 SF		0.00	0.69	0.00	104.27	
2. Apply anti-microbial agent to more than the floor	197.94 SF		0.00	0.22	0.33	43.88	
3. Clean floor - Heavy	197.94 SF		0.00	0.39	0.11	77.31	
4. Remove Door knob - interior	1.00 EA		9.87	0.00	0.00	9.87	
5. Remove Interior door unit	1.00 EA		14.81	0.00	0.00	14.81	
6. Detach & Reset Shelving - 24" - in place	18.00 LF	5.24	0.00	0.00	0.02	94.34	
7. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49	
<b>Totals: Storage Area/Room</b>					<b>0.46</b>	<b>498.97</b>	



#### Craft

Height: 8'

337.33 SF Walls	105.88 SF Ceiling
443.21 SF Walls & Ceiling	105.88 SF Floor
11.76 SY Flooring	42.17 LF Floor Perimeter
42.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
8. Apply anti-microbial agent to more than the floor	148.04 SF		0.00	0.22	0.24	32.81
9. Clean floor	148.04 SF		0.00	0.27	0.00	39.97
10. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	105.88 SF		1.13	0.00	0.41	120.05



**Sullivan's Cleaning & Restoration**

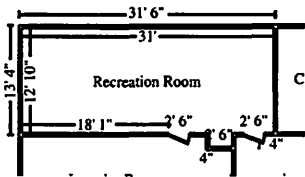
Tax ID: 39-1388043  
 Contractor License #: 1012841  
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 Fax: 920-337-6681  
 contactus@sullivanscleaning.com  
 www.sullivanscleaning.com

**CONTINUED - Craft**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
11. Tear out baseboard and bag for disposal - up to Cat 3	42.17 LF		0.78	0.00	0.49	33.38
12. Tear out trim casing on doors	34.00 LF		0.38	0.00	0.00	12.92
13. Tear out wet drywall, cleanup, bag, per LF - to 4" - Cat 3	42.17 LF		3.66	0.00	0.16	154.50
14. Tear out cabinetry - lower (base) units	8.00 LF		6.77	0.00	0.00	54.16
15. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49
<b>Totals: Craft</b>					1.30	602.28

**Recreation Room**

**Height: 8'**



678.00 SF Walls	402.69 SF Ceiling
1,080.69 SF Walls & Ceiling	402.69 SF Floor
44.74 SY Flooring	83.50 LF Floor Perimeter
91.00 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into LAUNDRY_ROOM</b>
<b>Missing Wall - Goes to Floor</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into LAUNDRY_ROOM</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into STORAGE_AREA</b>

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
16. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49
17. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	402.69 SF		1.13	0.00	1.55	456.59
18. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA		0.00	73.13	0.00	219.39
19. Apply anti-microbial agent to more than the floor	486.19 SF		0.00	0.22	0.80	107.76
20. Clean floor	486.19 SF		0.00	0.27	0.00	131.27
21. Tear out wet drywall, cleanup, bag, per LF - to 4" - Cat 3	103.17 LF		3.66	0.00	0.40	378.00

19'8 added because wall between the Rec room and craft room has drywall then OSB then buffalo board

<b>Totals: Recreation Room</b>					2.75	1,447.50
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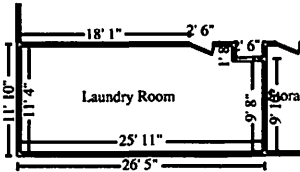


# Sullivan's Cleaning & Restoration

Tax ID: 39-1388043  
 Contractor License #: 1012841  
 Phone: 920-337-1986  
 Fax: 920-337-6681  
 contactus@sullivanscleaning.com  
 www.sullivanscleaning.com

## Laundry Room

Height: 8'



562.67 SF Walls	288.31 SF Ceiling
850.97 SF Walls & Ceiling	288.31 SF Floor
32.03 SY Flooring	69.50 LF Floor Perimeter
74.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 6" X 6' 8"

Opens into RECREATION\_R

Door

2' 6" X 6' 8"

Opens into RECREATION\_R

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
22. Dehumidifier (per 24 hour period) - XLarge - No monitoring 1 dehu 3 days	3.00 EA		0.00	114.72	0.00	344.16
23. Negative air fan/Air scrubber (24 hr period) - No monit.	3.00 DA		0.00	71.58	0.00	214.74
24. Ducting - lay-flat - Large	12.00 LF		0.00	0.45	0.30	5.70
25. Detach & Reset Laundry tub	1.00 EA	213.34	0.00	0.00	0.00	213.34
26. Dryer - Remove & reset	1.00 EA		0.00	27.95	0.00	27.95
27. Washing machine - Remove & reset	1.00 EA		0.00	31.04	0.00	31.04
28. Water extraction from hard surface floor - Cat 3 water	288.31 SF		0.00	0.69	0.00	198.93
29. Apply anti-microbial agent to more than the floor	357.81 SF		0.00	0.22	0.59	79.31
30. Clean floor - Heavy	357.81 SF		0.00	0.39	0.20	139.75
31. Remove Door knob - interior	1.00 EA		9.87	0.00	0.00	9.87
32. Remove Interior door unit	1.00 EA		14.81	0.00	0.00	14.81
33. Detach & Reset Shelving - 24" - in place	10.00 LF	5.24	0.00	0.00	0.01	52.41
34. Contents - move out then reset - Extra large room	1.00 EA		0.00	154.49	0.00	154.49

Totals: Laundry Room 1.10 1,486.50

Total: Main Level 5.61 4,035.25



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**Stairs**

**Height: 8'**

193.33 SF Walls	27.75 SF Ceiling
221.08 SF Walls & Ceiling	27.75 SF Floor
3.08 SY Flooring	24.17 LF Floor Perimeter
24.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
35. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water treads and risers	55.50 SF		0.66	0.00	0.21	36.84
<b>Totals: Stairs</b>					0.21	36.84

**Service**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	TOTAL
36. Equipment setup, take down, and monitoring (hourly charge)	5.00 HR		0.00	45.06	0.00	225.30
37. Equipment decontamination charge - per piece of equipment	3.00 EA		0.00	26.38	0.63	79.77
38. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA		405.00	0.00	0.00	405.00
39. Add for personal protective equipment - Heavy duty 5 sets per day 2 days	10.00 EA		0.00	18.41	10.13	194.23
40. Cleaning Remediation Technician Labor to go through contents and determine what was salvageable and what need to be dispose of. Also labor to clean contents.	50.00 HR		0.00	45.06	0.00	2,253.00
41. Cleaning - Supervisory/Administrative - per hour Supervisor's labor to go through contents and determine what was salvageable and what need to be dispose of. Also labor to clean contents.	20.00 HR		0.00	47.38	0.00	947.60
<b>Totals: Service</b>					10.76	4,104.90
<b>Line Item Totals: SHIMON_LINDA</b>					<b>16.58</b>	<b>8,176.99</b>



## Sullivan's Cleaning & Restoration

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### Grand Total Areas:

2,149.33 SF Walls	975.74 SF Ceiling	3,125.07 SF Walls and Ceiling
975.74 SF Floor	108.42 SY Flooring	266.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	281.17 LF Ceil. Perimeter
975.74 Floor Area	1,049.21 Total Area	2,149.33 Interior Wall Area
1,419.00 Exterior Wall Area	157.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## Sullivan's Cleaning & Restoration

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### Summary for Coverage A - Dwelling

Line Item Total	8,160.41
Material Sales Tax	16.58
<b>Replacement Cost Value</b>	<b>\$8,176.99</b>
Less Deductible	(500.00)
<b>Net Claim</b>	<b>\$7,676.99</b>

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Dan Hinrichs



## Sullivan's Cleaning & Restoration

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### Recap of Taxes

	<b>Material Sales Tax (5.5%)</b>	<b>Services Mat'l Tax (5.5%)</b>	<b>Service Sales Tax (5.5%)</b>	<b>Manuf. Home Tax (5.5%)</b>	<b>Storage Tax (5.5%)</b>
<b>Line Items</b>	16.58	0.00	0.00	0.00	0.00
<b>Total</b>	<b>16.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



## Sullivan's Cleaning & Restoration

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### Recap by Room

Estimate: SHIMON\_LINDA

Area: Main Level

Storage Area/Room	498.51	6.11%
Craft	600.98	7.36%
Recreation Room	1,444.75	17.70%
Laundry Room	1,485.40	18.20%
<hr/>		
Area Subtotal: Main Level	4,029.64	49.38%
Stairs	36.63	0.45%
Service	4,094.14	50.17%
<hr/>		
Subtotal of Areas	8,160.41	100.00%
<hr/>		
Total	8,160.41	100.00%



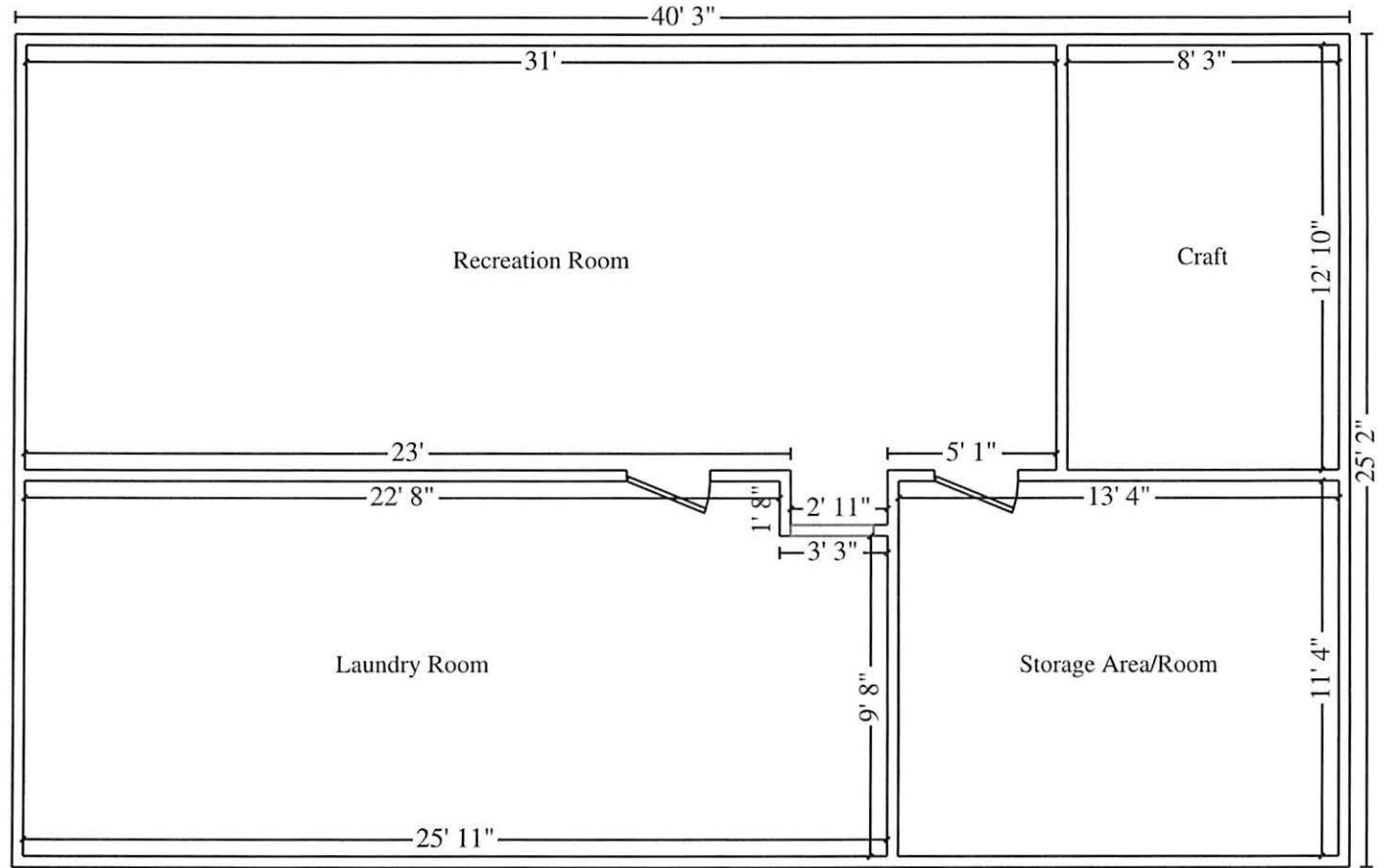
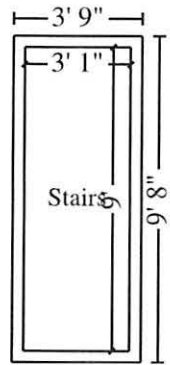
## Sullivan's Cleaning & Restoration

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### Recap by Category

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>APPLIANCES</b>	<b>58.99</b>	<b>0.72%</b>
<b>CLEANING</b>	<b>387.99</b>	<b>4.74%</b>
<b>CONTENT MANIPULATION</b>	<b>617.96</b>	<b>7.56%</b>
<b>GENERAL DEMOLITION</b>	<b>1,697.58</b>	<b>20.76%</b>
<b>FINISH CARPENTRY / TRIMWORK</b>	<b>146.72</b>	<b>1.79%</b>
<b>LABOR ONLY</b>	<b>3,200.60</b>	<b>39.14%</b>
<b>PLUMBING</b>	<b>213.34</b>	<b>2.61%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>1,837.23</b>	<b>22.47%</b>
<b>Subtotal</b>	<b>8,160.41</b>	<b>99.80%</b>
<b>Material Sales Tax</b>	<b>16.58</b>	<b>0.20%</b>
<b>Total</b>	<b>8,176.99</b>	<b>100.00%</b>



Main Level

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Progressive Casualty Insurance Company/Alfredo Venegas for alleged damages when a dump truck rear ended their insured vehicle.

*Finance +  
Personnel*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED 5/21/18

RECEIVED BY Melissa Campbell

CLAIM NO. PROGRESSIVE 0518

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY 18-11

**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: Progressive Casualty Insurance Company / Alfredo Venegas
- 2. Home address of Claimant: ~~5900 Lombard~~ 5201 Eastpark Blvd, Ste 100, Madison WI 53718
- 3. Home phone number: 608-286-3669
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 4-25-18, 1:50 pm

6. Where did damage or injury occur? (give full description) On STH 28 at the intersection

7. How did damage or injury occur? (give full description) Your dump truck rear ended our insured after our insured began to stop for traffic light

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: Ricky James Van Der Vaart

(b) Claimant's statement of the basis of such liability: He was driving the vehicle that struck our insured

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

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

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

20. 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").

Driver-neck, back, left shoulder. 2010 Dodge Grand **PROGRESSIVE** Caravan sustained significant damage, causing a total loss

11. Name and address of any other person injured: only the Driver- Yanet Cazares

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

Auto: \$ 8,884.18

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

Personal injury: \$ NO Medpay coverage

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

**TOTAL** \$ 8,884.18

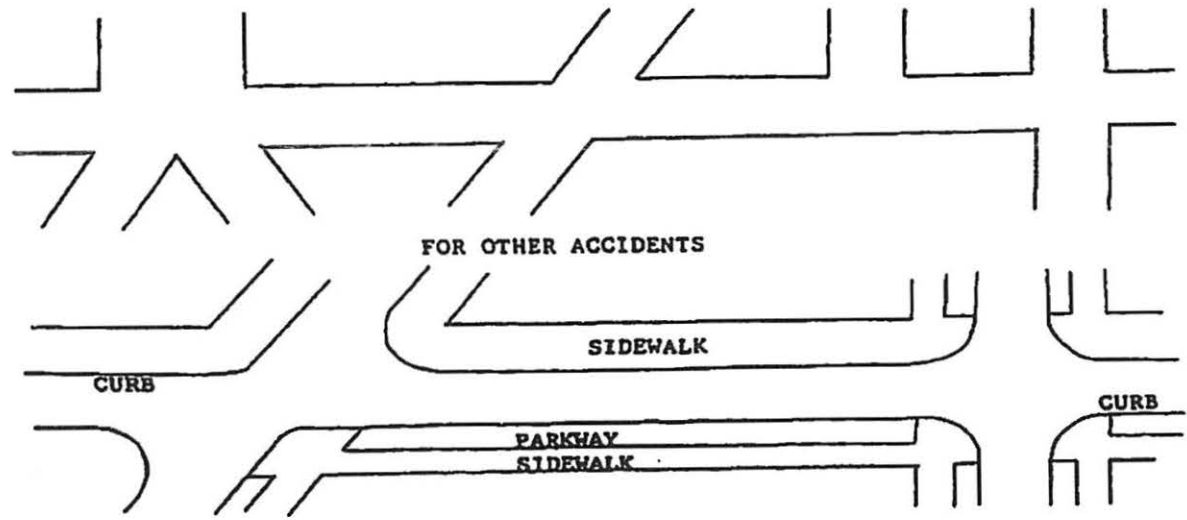
Damaged vehicle (if applicable)

Make: Dodge Model: GrandCaravan Year: 2010 Mileage: 72,150

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

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

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



SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_

See Police Report David Weeks 5-17-18

MAY 21 '18 AM 11:31

DATE RECEIVED 5/21/18

RECEIVED BY MCC

CLAIM NO ~~PROGRESSIVE~~ 05-18

CLAIM

Claimant's Name: PCIIC + Alfredo Venegas  
Claimant's Address: 5202 Eastpark Blvd, Ste 100  
Madison WI 53718  
Claimant's Phone No. \_\_\_\_\_

Auto \$ 8,884.18  
Property \$ \_\_\_\_\_  
Personal Injury \$ NO Medpay Coverage  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 8884.18

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 \$ 8,884-18.

SIGNED David Wicks PCIIC Agent DATE: 5-17-18

ADDRESS: 5202 Eastpark Blvd, Ste 100, Madison WI 53718

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

G7L0B3P3GH  
C18-08150

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

G7L0B3P3GH

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>OFFICER JOHN SAMUELS</b>	
Crash Date 04/25/2018		Crash Time 01:45 PM		Date Arrived 04/25/2018		Time Arrived 02:11 PM	
Date Notified 04/25/2018		Time Notified 01:59 PM		Total Units 02		Total Injured 01	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By	
		Additional Information NONE	

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

UNIT 1 WAS NORTHBOUND S BUSINESS DR. DRIVING A CITY DUMP TRUCK. UNIT 1 WAS "FOUR CAR LENGTHS" BEHIND UNIT 2 AS THEY APPROACHED WILSON AVE. UNIT 2 STOPPED FOR THE YELLOW TRAFFIC LIGHT. UNIT 1 BRAKED, BUT COULD NOT STOP BEFORE STRIKING UNIT 2.

G7L0B3P3GH  
C18-08150

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Location

ON STH28 EB 32 FT S OF WILSON AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.723785193	Longitude -87.735627324
	X Coordinate 440748.71875	Y Coordinate 4841458
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event <b>MOTOR VEH IN TRANSPORT</b>		First Harmful Event Location <b>ON ROADWAY</b>	
Manner of Collision <b>02--FRONT TO REAR</b>		Light Condition <b>DAYLIGHT</b>	
Road Surface Condition(s) <b>DRY</b>		Roadway Factor(s)  <b>NONE</b>	
Environment Factor(s) <b>NONE</b>			
Weather Condition(s) <b>CLEAR</b>			
Animal Type		Relation To Trafficway <b>TRAFFICWAY - ON ROAD</b>	
Crash Classification - Location <b>PUBLIC PROPERTY</b>		Crash Classification - Jurisdiction <b>NO SPECIAL JURISDICTION</b>	
Tribal Land		Access Control <b>NO CONTROL</b>	Special Study
Within Interchange Area <b>NO</b>	Junction Location <b>INTERSECTION-RELATED</b>	Intersection Type <b>FOUR-WAY INTERSECTION</b>	
Closure Type <b>LANE CLOSURE</b>		Reasons for Closure	
Date Initial Lane/Rd Closed <b>04/25/2018</b>	Time Initial Lane/Rd Closed <b>01:49 PM</b>	<b>OTHER</b>	
Date All Lanes Open <b>04/25/2018</b>	Time All Lanes Open <b>02:20 PM</b>		
Date Scene Cleared <b>04/25/2018</b>	Time Scene Cleared <b>02:20 PM</b>	Date Scene Cleared <b>04/25/2018</b>	Time Scene Cleared <b>02:20 PM</b>

Unit Summary

UNIT 01	Unit Status <b>IN TRANSIT</b>		Vehicle Operating As Classification <b>B CLASS</b>		Unit Type <b>TRUCK</b>		
	Vehicle Type <b>STRAIGHT TRUCK (INSERT TRUCK)</b>				Operating As Endorsements		
	Total Occs <b>1</b>	Train/Bus # Injured	Total # Citations Issued <b>1</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>		
	Insurance? <b>YES</b>	Direction Of Travel <b>NORTHBOUND</b>	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit <b>30</b>	Total Lanes <b>4</b>		
	Most Harmful Event: Collision With <b>MOTOR VEH IN TRANSPORT</b>		Special Function <b>NO SPECIAL FUNCTION</b>		Emergency Motor Vehicle Use <b>NOT APPLICABLE</b>		
	Traffic Way <b>DIVIDED HWY W/O TRAFFIC BARRIER</b>		Traffic Control <b>TRAFFIC SIGNAL</b>		Traffic Control Inoperative/Missing <b>NO</b>		
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>		Road Grade <b>LEVEL</b>		
	Truck Bus or HazMat <b>NO</b>						
	01	<b>Vehicle</b>					
		License Plate Number <b>74103</b>		Plate Type <b>MUN - MUNICIPAL</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>	
Vehicle Identification Number <b>1HTWXHAHT47J527797</b>		Make <b>INTERNATIONAL</b>	Year <b>2007</b>	Model <b>DUMP TRUCK</b>			

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C18-08150

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT VEHICLE	Color	BLU - BLUE	Body Style	CB - CAB CHASSIS	Bus Use	NOT A BUS
	Initial Contact Point	12--FRONT	Vehicle Damage			
	Extent Of Damage	NO DAMAGE	NO DAMAGE			
	Towed Due To Damage	NOT TOWED	Vehicle Removed By			
	What Driver Was Doing	GOING STRAIGHT	OPERATOR			
UNIT VEHICLE	Driver Prior Action Other		Vehicle Factors			
	Driver Actions	FOLLOWING TOO CLOSE				
	Driver Distractions	UNKNOWN IF DISTRACTED				
01	01	Owner Name	SHEBOYGAN CITY OF (920) 459-3440		Owner Address	828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US
<b>Sequence Of Events</b>						
01	01	Event	MOTOR VEH IN TRANSPORT			
02	02	Event				
03	03	Event				
04	04	Event				
<b>Policy Holder</b>						
UNIT	Insurance Company			Government		
	CITIES-&VILLAGES-MUTUAL-INS-CO			SHEBOYGAN CITY OF		
<b>Individual</b>						
UNIT INDIVIDUAL	Driver		Citations Issued		Sex	
	RICKY JAMES VAN DER VAART (920) 889-6666		1		MALE	
	Date of Birth		Race			
	03/27/1961		WHITE			
Address			Driver License Number			
6666 S 12TH ST SHEBOYGAN, WI 53081 , US			V5367306110708 STATE: WISCONSIN COUNTRY: UNITED STATES			
<b>Equipment</b>		On Duty Crash	Safety Equipment			
Seat Position		SHOULDER & LAP BELT				
1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY						
Helmet Use		Helmet Compliance				

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C18-08150

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT	INDIVIDUAL	01 001		Eye Protection	Tint Compliance			
		01 001		<b>Injury</b>	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED		
		01 001		Ejected	NOT EJECTED	Ejection Path	NOT EJECTED/NOT APPLICABL	Trapped/Extricated NOT TRAPPED
		01 001		Medical Transport	NOT TRANSPORTED	EMS Agency Identifier	EMS Run #	
		01 001		Hospital		Date of Death	Time of Death	
		01 001		<b>Non Motorist</b>	Striking Unit #	Prior Action	Location	To/From School
		01 001		Action				
		01 001		Action Other				
		01 001		<b>Drug &amp; Alcohol</b>	Suspected Alcohol Use NO	Suspected Drug Use NO		
		01 001		Alcohol Test Given	TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
01 001		Drug Test Given	TEST NOT GIVEN	Drug Test Type	Drug Test Results			
01 001		Drug Type						
01 001		Individual Condition APPEARED NORMAL						
01 001		<b>Violations</b>						
01 001		UTC Number	Issue To?	Statute Number	Seq Num	Description		
01 001		AE250620	001	346.14(2)(a)	001	TRUCK FOLLOWING TOO CLOSELY		

Unit Summary

UNIT	02	Unit Status		Vehicle Operating As Classification		Unit Type			
		IN TRANSIT		D CLASS		AUTOMOBILE			
		Vehicle Type				Operating As Endorsements			
		PASSENGER VAN							
		Total Occs		Train/Bus # Injured		Total # Citations Issued		Total Trailers	
		1				0		0	
		Insurance?		Direction Of Travel		Pre CrashTire Mark		Speed Limit	
		YES		NORTHBOUND		<input type="checkbox"/>		35	
		Most Harmful Event: Collision With				Special Function		Emergency Motor Vehicle Use	
		MOTOR VEH IN TRANSPORT				NO SPECIAL FUNCTION		NOT APPLICABLE	
Traffic Way				Traffic Control		Traffic Control Inoperative/Missing			
DIVIDED HWY W/O TRAFFIC BARRIER				TRAFFIC SIGNAL		NO			
Surface Type				Road Curvature		Road Grade			
CONCRETE				STRAIGHT		LEVEL			
Truck Bus or HazMat									
NO									
<b>Vehicle</b>									

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C18-08150

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

UNIT VEHICLE	02 02	License Plate Number <b>129FXF</b>	Plate Type <b>AUT - AUTOMOBILE</b>	St <b>WI</b>	Country of Issuance <b>UNITED STATES</b>
		Vehicle Identification Number <b>2D4RN5D17AR433849</b>	Make <b>DODGE</b>	Year <b>2010</b>	Model <b>GRAND CARA</b>
		Color <b>BLK - BLACK</b>	Body Style <b>VN - VAN</b>	Bus Use <b>NOT A BUS</b>	
		Initial Contact Point <b>6--REAR</b>	Vehicle Damage		
		Extent Of Damage <b>FUNCTIONAL DAMAGE</b>	<b>6--REAR</b>		
		Towed Due To Damage <b>NOT TOWED</b>	Vehicle Removed By		
		What Driver Was Doing <b>STOP IN TRAFFIC</b>	Vehicle Factors		
Driver Prior Action Other	<b>NOT APPLICABLE</b>				
UNIT VEHICLE	02 02	Driver Actions <b>NO CONTRIBUTING ACTION</b>			
		Driver Distractions <b>NOT DISTRACTED</b>			
UNIT VEHICLE	02 02	Owner Name <b>YANET CAZARESCARRASCO (920) 254-1622</b>	Owner Address <b>2511 MAIN AVE SHEBOYGAN, WI 53083 , US</b>		
		<b>Sequence Of Events</b>			
UNIT VEHICLE	04 03 02 01	Event <b>MOTOR VEH IN TRANSPORT</b>			
		Event			
		Event			
		Event			
UNIT INDIVIDUAL	04 03 02 01	<b>Policy Holder</b>			
		Insurance Company <b>ARTISAN-AND-TRUCKERS-CASUALTY-CO</b>	Individual <b>YANET CAZARES CARRASCO</b>		
UNIT INDIVIDUAL	04 03 02 01	<b>Individual</b>			
		Driver <b>YANET CAZARESCARRASCO (920) 254-1622</b>	Citations Issued <b>0</b>	Sex <b>FEMALE</b>	
		Address <b>2511 MAIN AVE SHEBOYGAN, WI 53083 , US</b>	Date of Birth <b>07/17/1981</b>	Race <b>HISPANIC</b>	
		Address <b>2511 MAIN AVE SHEBOYGAN, WI 53083 , US</b>	Driver License Number <b>NONE STATE: DISTRITO FEDERAL COUNTRY: MEXICO</b>		
		<b>Equipment</b>	On Duty Crash		

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C18-08150

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

02 002	Seat Position <b>1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY)</b>		Safety Equipment <b>SHOULDER &amp; LAP BELT</b>			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
	<b>Injury</b>	Injury Severity <b>POSSIBLE INJURY</b>	Airbag <b>NON DEPLOYED</b>			
	Ejected <b>NOT EJECTED</b>		Ejection Path <b>NOT EJECTED/NOT APPLICABL</b>	Trapped/Extricated <b>NOT TRAPPED</b>		
	Medical Transport <b>NOT TRANSPORTED</b>		EMS Agency Identifier	EMS Run #		
	Hospital		Date of Death	Time of Death		
	<b>Non Motorist</b>		Striking Unit #	Prior Action	Location	To/From School
	Action					
	Action Other					
02 002	<b>Drug &amp; Alcohol</b>		Suspected Alcohol Use <b>NO</b>		Suspected Drug Use <b>NO</b>	
	Alcohol Test Given <b>TEST NOT GIVEN</b>		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given <b>TEST NOT GIVEN</b>		Drug Test Type		Drug Test Results	
	Drug Type					
	Individual Condition <b>APPEARED NORMAL</b>					

Witness

WITN 01 ESS	Individual <b>SAMANTHA LEIGH SHERMAN</b> (920) 547-0364		Address <b>4924 S 10TH ST</b> <b>SHEBOYGAN, WI 53081 , US</b>		Date of Birth <b>11/12/1982</b>

# Vehicle Valuation Report

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



## Claim Information

Claim Number 18-1123359-01	Policy Number	Loss Type COLLISION	Owner ALFREDO VENEGAS 2511 MAIN AVENUE SHEBOYGAN, WI 53083 +1- 920-2541023	
Loss Date 04/25/2018	Reported Date 04/26/2018	Valuation Report Date 05/02/2018	Valuation Report ID 1007767658	Version Number 1

## Vehicle Information

Year 2010	Make Dodge	Model Grand Caravan SXT 4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas A FWD	Location WI 53083	Mileage 72,150 miles
Ext Color	License	VIN 2D4RN5D17AR433849	Title History No	

## Valuation Summary

### Loss Vehicle Adjustments

Adjustments specific to your vehicle

Base Value =	\$8,583.79
Condition -	\$312.77
Prior Damage	\$0.00
Aftermarket Parts +	\$150.00
Refurbishment	\$0.00
<b>Market Value =</b>	<b>\$8,421.02</b>

### Settlement Adjustments

Adjustments specific to your policy

Deductible -	\$300.00
<b>Settlement Value =</b>	<b>\$8,121.02</b>

**Settlement Value:**  
**\$8,121.02**

**J.D. POWER**

**Mitchell WorkCenter**  
**Total Loss**

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# Loss Vehicle Detail

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

## Standard Equipment

### Exterior

---

16" x 6.5" aluminum wheels	Belt moldings
Black side rails w/crossbars	Black/bright grille
Body-color door handles	Body-color fascias
Body-color mirrors	Bright bodyside moldings
Bright license plate brow	Compact spare tire
Fog lamps	Fold-away heated pwr mirrors
Front air dam	Halogen headlamps
Headlamp time-delay off	Left pwr sliding door
P225/65R16 all-season BSW tires	Rear scuff pad
Rear window wiper/washer	Right pwr sliding door
Sunscreen glass	Variable intermittent windshield wipers
Yokohama tires	

### Interior

---

(6) speakers	115V aux pwr outlet
12V aux pwr outlet	12V DC front & rear pwr outlets
2nd row fold-in-floor bucket seats	2nd row pwr windows
3rd row Stow'N Go tailgate seats	8-way pwr driver seat
Air conditioning w/3-zone temp control	Assist handles
Audio input for mobile devices	Blackwood door trim panel
Body-color sill applique	Carpet flooring
Cupholders w/overhead illumination	Door courtesy lamps
Driver door sill storage bin	Driver manual lumbar adjust
Dual glove boxes	Dual sun visors w/illuminated mirrors
Easy clean floor mats	Fixed long mast antenna
Floor console w/cupholder	Front cloth low-back bucket seats
Illuminated entry	Illuminated front door storage
Instrument panel w/blackwood & satin silver bezel	Keyless entry w/immobilizer
Leather-wrapped shift knob	Leather-wrapped steering wheel
LH rear quarter storage bin	Liftgate flood lamp
Lower instrument panel cubby bin	Media center 130 CD/MP3 player -inc: AM/FM stereo
Observation mirror	Overhead ambient surround lighting

Overhead console  
Pwr adjustable pedals  
Pwr rear quarter vented windows  
Rear air conditioning w/heater  
Rear seatback grocery bag hooks  
SIRIUS radio -inc: 1-year service  
Speed control  
Steering wheel mounted audio controls  
Tilt steering wheel  
Trip computer w/temp, compass  
White face instrument cluster w/tachometer

Overhead storage bins  
Pwr locks  
Pwr windows w/front 1-touch feature -inc: 2nd row pwr windows, pwr quarter vented windows  
Rear overhead console system  
Rear window defroster  
SIRIUS satellite radio -inc: 1-year SIRIUS radio service \*N/A in HI or PR\*  
Stain repel seat fabric  
Swiveling rear courtesy/reading lamps  
Tip start  
Universal garage door opener

### Mechanical

---

160-amp alternator  
600-amp maintenance-free battery  
Pwr rack & pinion steering

4-wheel disc brakes  
Front wheel drive

### Safety

---

4-wheel anti-lock brakes  
Brake assist  
Dual note electric horn  
LATCH ready child seat anchor system  
Side curtain air bags for all rows

Advanced multi-stage front air bags  
Brake/park interlock  
Electronic stability control  
Rear door child safety locks  
Tire pressure monitor

## Loss Vehicle Base Value

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

## Comparable Vehicle Information

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

Typical Mileage for this vehicle: 111,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
1	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	110,781	53094	68 miles	\$7,995.00 Sold Price	\$8,805.78
2	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	96,725	53095	37 miles	\$8,667.00 List Price	\$8,629.70
3	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	107,372	54915	42 miles	\$7,995.00 List Price	\$8,306.54
4	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	74,402	54956	44 miles	\$9,998.00 List Price	\$9,099.65
5	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	122,839	53226	55 miles	\$7,494.00 List Price	\$8,196.52
6	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	98,574	53045	56 miles	\$9,000.00 List Price	\$7,879.92
7	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	75,937	53916	60 miles	\$10,000.00 List Price	\$9,255.51
8	2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8NORMAL GAS A 2WD	95,626	53149	71 miles	\$9,888.00 List Price	\$8,496.67
<b>Base Value:</b>						<b>\$8,583.79</b>

## Loss Vehicle Adjustments

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

### Condition Adjustments

Condition Adjustment: **-\$312.77**

Overall Condition: **2.83-Good**

Typical Vehicle Condition: **3.00**

Category	Condition	Comments
<b>Interior</b>		
GLASS	3 Good	
SEATS	2 Fair	significant wear
DASH/CONSOLE	3 Good	
CARPET	3 Good	
HEADLINER	3 Good	
DOORS/INTERIOR PANELS	3 Good	
<b>Exterior</b>		
VINYL/CONVERTIBLE TOP	Typical	
BODY	3 Good	
PAINT	3 Good	
TRIM	2 Fair	front bumper
<b>Mechanical</b>		
ENGINE	3 Good	
TRANSMISSION	3 Good	
Tire	3 Good	5, 6, 8, 9

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

Comments:

### After Market Parts and OEM Equipment Adjustments

Category	Description	Adjustment Type	Purchase Date	Amount Paid	Adjustment Amount
EXTERIOR	HITCH - RECEIVER TYPE	INSTANT QUOTE			\$150.00
INTERIOR	SEAT COVERS	INSTANT QUOTE			\$0.00

### Comparable Vehicles

Loss vehicle: 2010 Dodge Grand Caravan | SXT 4 Door Extended Passenger Van 121" WB | 3.8L 6 Cyl Gas A FWD

 **2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD** **Sold Price: \$7,995.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D18ARXXXXXX		04/04/2018	53094	68 miles

Source

DEALER SALE - BUILDSHEET - J.D. POWER

Adjustments	Loss Vehicle	This Vehicle	Amount
Mileage	72,150	110,781	\$1,159.61
<b>Equipment</b>			
FAMILY VALUE GROUP	No	Yes	-\$223.72
PWR LIFTGATE	No	Yes	-\$125.11
<b>Total Adjustments:</b>			<b>\$810.78</b>
<b>Adjusted Price:</b>			<b>\$8,805.78</b>

Comparable Vehicle Package Details:

**FAMILY VALUE GROUP**

Comparable Vehicle Option Details:

**PWR LIFTGATE**

**2** 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD **List Price: \$8,667.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D19AR232728	PLS3530A	03/18/2018	53095	37 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$731.00
RUSS DARROW WEST BEND CHRYSLER JEEP DODGE RAM	Mileage	72,150	96,725	\$693.70
3210 W WASHINGTON ST WEST BEND WI 53095 262-808-2700			<b>Total Adjustments:</b>	<b>-\$37.30</b>
			<b>Adjusted Price:</b>	<b>\$8,629.70</b>

**3** 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD **List Price: \$7,995.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D16AR261426	3657	04/30/2018	54915	42 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - VAST.COM	Projected Sold Adjustment			-\$651.00
DARBOY AUTO SALES	Mileage	72,150	107,372	\$962.54
4029 E CALUMET APPLETON WI 54915 920-903-8654			<b>Total Adjustments:</b>	<b>\$311.54</b>
			<b>Adjusted Price:</b>	<b>\$8,306.54</b>

**4** 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD List Price: \$9,998.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D1XAR224184	181295A	04/25/2018	54956	44 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$814.00
BERGSTROM GM OF NEENAH	Mileage	72,150	74,402	\$59.36
150 N. GREEN BAY ROAD	Equipment			
NEENAH WI 54956	PWR LIFTGATE	No	Yes	-\$143.71
800-687-8608				
			Total Adjustments:	-\$898.35
			<b>Adjusted Price:</b>	<b>\$9,099.65</b>

Comparable Vehicle Option Details:  
PWR LIFTGATE

**5** 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD List Price: \$7,494.00

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D17AR174523	PKL9773A	02/27/2018	53226	55 miles

Source	Adjustments	Loss Vehicle	This Vehicle	Amount
DEALER WEB LISTING - BUILDSHEET - CARS.COM	Projected Sold Adjustment			-\$632.00
RUSS DARROW KIA OF WAUWATOSA	Mileage	72,150	122,839	\$1,334.52
1901 N MAYFAIR RD				
WAUWATOSA WI 53226			Total Adjustments:	\$702.52
414-778-5700			<b>Adjusted Price:</b>	<b>\$8,196.52</b>

**6** 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD **List Price: \$9,000.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D17AR101832	UT3098KR	03/18/2018	53045	56 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - VAST.COM  
SOERENS FORD  
18900 WEST CAPITOL DRIVE  
BROOKFIELD WI 53045  
262-781-9800

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$759.00
Mileage	72,150	98,574	\$782.84
<b>Equipment</b>			
TRAILER TOW GROUP	No	Yes	-\$188.13
HEATED SEAT GROUP	No	Yes	-\$159.30
ENTERTAINMENT GROUP 2	No	Yes	-\$667.53
PWR LIFTGATE	No	Yes	-\$128.96
<b>Total Adjustments:</b>			<b>-\$1,120.08</b>
<b>Adjusted Price:</b>			<b>\$7,879.92</b>

Comparable Vehicle Package Details:

- TRAILER TOW GROUP
- HEATED SEAT GROUP
- ENTERTAINMENT GROUP 2 (MEDIA CENTER 430 CD/DVD/MP3 PLAYER)

Comparable Vehicle Option Details:

- PWR LIFTGATE

**7** 2010 DODGE GRAND CARAVAN SXT EXT PASSENGER VAN 6 3.8 NORMAL GAS A2WD **List Price: \$10,000.00**

VIN	Stock No	Listing Date	ZIP/Postal Code	Distance from Loss Vehicle
2D4RN5D18AR246846	4690A	03/27/2018	53916	60 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
REED CHRYSLER SALES  
1724 N. SPRING ST.  
BEAVER DAM WI 53916  
920-887-2300

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$844.00
Mileage	72,150	75,937	\$99.51
<b>Total Adjustments:</b>			<b>-\$744.49</b>
<b>Adjusted Price:</b>			<b>\$9,255.51</b>

VIN: 2D4RN5D13AR145472      Stock No: P1668A      Listing Date: 04/17/2018      ZIP/Postal Code: 53149      Distance from Loss Vehicle: 71 miles

Source

DEALER WEB LISTING -  
BUILDSHEET - CARS.COM  
LYNCH CHRYSLER DODGE JEEP  
RAM  
282 E WOLF RUN  
MUKWONAGO WI 53149  
262-642-4700

Adjustments	Loss Vehicle	This Vehicle	Amount
Projected Sold Adjustment			-\$805.00
Mileage	72,150	95,626	\$753.04
Equipment			
TRAILER TOW GROUP	No	Yes	-\$207.35
ENTERTAINMENT GROUP 2	No	Yes	-\$735.73
FAMILY VALUE GROUP	No	Yes	-\$254.16
PWR LIFTGATE	No	Yes	-\$142.13
<b>Total Adjustments:</b>			<b>-\$1,391.33</b>
<b>Adjusted Price:</b>			<b>\$8,496.67</b>

Comparable Vehicle Package Details:

- TRAILER TOW GROUP
- ENTERTAINMENT GROUP 2 (MEDIA CENTER 430 CD/DVD/MP3 PLAYER)
- FAMILY VALUE GROUP

Comparable Vehicle Option Details:

- PWR LIFTGATE

### Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2010 Dodge Grand Caravan SXT	4 Door Extended Passenger Van 121" WB 3.8L 6 Cyl Gas FWD	\$27,160.00

# Vehicle Valuation Methodology Explanation

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

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

## Step 1 - Locate Comparable Vehicles

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

## Step 2 - Adjust Comparable Vehicles

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

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

## Step 3 - Calculate Base Vehicle Value

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

## Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- Condition Adjustment:  
Adjustments to account for the condition of the loss vehicle prior to the loss.
- Prior Damage Adjustment:  
Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- After Market Part Adjustment:  
Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- Refurbishment Adjustment:  
Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

## Step 5 - Calculate the Market Value

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

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a claim from Dylan Martens for alleged damages to the tire of his vehicle when he drove over nails by the construction site between 8<sup>th</sup> Street and New Jersey Avenue.

*Finances  
Personnel*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

5-22-18

MAY 22 '18 AM 11:37

RECEIVED BY

MKC

CLAIM NO.

7-18

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: Dylan Martens
2. Home address of Claimant: 1937 Iowa Ave.
3. Home phone number: 920-918-6227
4. Business address and phone number of Claimant: 3711 S Taylor Dr.  
459-9300
5. When did damage or injury occur? (date, time of day) 5-10-18 9am
6. Where did damage or injury occur? (give full description) over by the construction of the new apartments by the Rec. Dept.
7. How did damage or injury occur? (give full description) I got 3 nails in my left rear tire
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: NA
  - (b) Claimant's statement of the basis of such liability: NA
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: 8<sup>th</sup> St. and New Jersey Ave.
  - (b) Claimant's statement of basis for such liability: Drove down that area once and got 3 nails in my tire

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

No injuries, I got 3 nails in my left rear tire

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

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

Auto: \$ 67.50  
 Property: \$ \_\_\_\_\_  
 Personal injury: \$ \_\_\_\_\_  
 Other: (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 67.50

Damaged vehicle (if applicable)

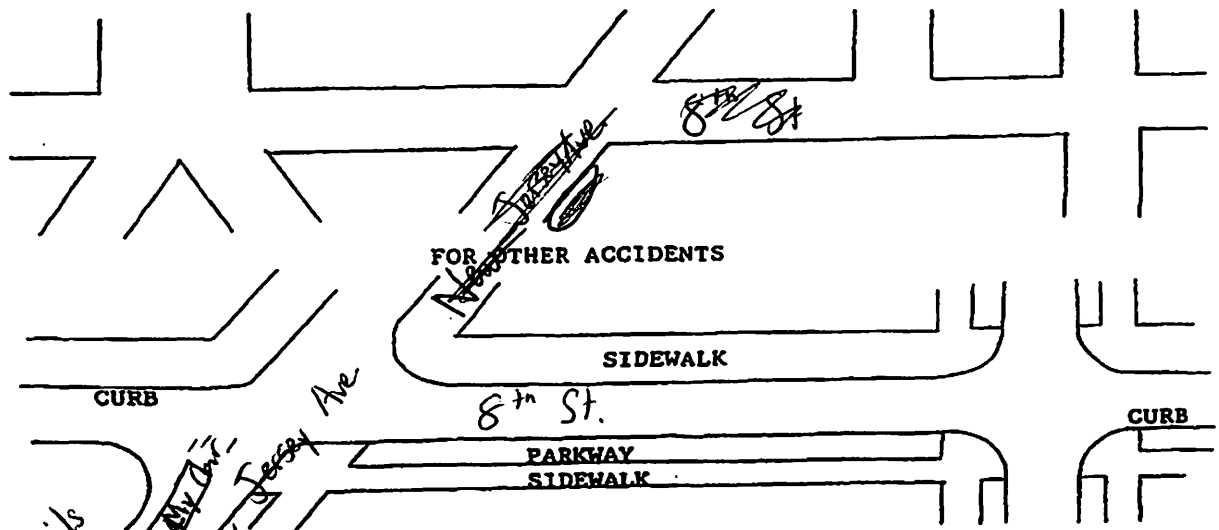
Make: Chery Model: Venture Year: 2000 Mileage: 150,000

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

Dylan Martens - 1937 Iowa Ave.

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

Dylan Martens

DATE

5-22-18

DATE RECEIVED

5-22-18

MAY 22 '18 AM 11:37

RECEIVED BY

MKC

CLAIM NO.

7-18

CLAIM

Claimant's Name:

Dylan Martens

Auto

\$ 67.50

Claimant's Address:

1937 Iowa Ave

Property

\$

Personal Injury

\$

Claimant's Phone No.

920-918-6227

Other (Specify below) \$

TOTAL

\$ 67.50

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 67.50.

SIGNED

Dylan Martens

DATE:

5-22-18

ADDRESS:

1937 Iowa Ave.

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

Sales Associate will provide a CIMS DOT registration card.  
Customer mails in CIMS card to register tires.

Service Order:



485700 42506

05-10-2018 (920)918-6227	MARTENS, DYLAN ..., SHEBOYGAN, WI 53081		
<b>YEAR</b> 2000	<b>MAKE</b> CHEVROLET	<b>MODEL</b> VENTURE	<b>COLOR</b> Dark Blue
<b>LICENSE</b> 527VFG	<b>ODOMETER</b> 154824	<b>CUSTOMER ARRIVAL TIME</b> 2018-05-10 08:55 AM	<b>SERVICE COMPLETED TIME</b> 2018-05-10 09:23 AM

Service Description	Service
NEW TIRE Whitewall - IN - New Tire - Drv Rear - COMPLETE ROTATE BAL-LIFE	0.00
- DOT Number - Drv Rear - PJ34 KD1R 4917	
- Valve Stem - Drv Rear - COMPLETE	10.00
- Balance Accepted - Drv Rear - COMPLETE	
FLAT REPAIR TUBELESS	0.00
- Battery Check - DECLINED	
- Tire Pressure - Drv Front - CHECKED, 35	
<b>Unsafe environment</b>	
- Tire Pressure - Drv Rear - CHECKED, 35	
- Tire Pressure - Pass Front - CHECKED, 35	
- Tire Pressure - Pass Rear - CHECKED, 35	
- Flat Repair - Drv Rear - DECLINED	
<b>Not Applicable</b>	
TIRE HAULER FEE	1.50
- Dispose Tire Accepted - Drv Rear - COMPLETE	
TR418 VS PACKAGE	3.00
LUG TORQUE	
Drv Rear 100 FT-LB	

Merchandise Description	Quantity	Unit Price	Merchandise
215/70R15 98T DUG AS	1	53.00	53.00

Customer Comments	Total (Excluding Tax & Govt. Fees)	67.50
Technician Comments <b>ABS LIGHT ON PTS</b> <b>REASON FOR FLAT: DRV REAR, .....</b>	<b>DISCLAIMER</b> I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle. I UNDERSTAND: 1. Walmart is not responsible for loss/damage to the vehicle or items left in it 2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear). 3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed. Driving conditions will affect the safety and performance of my tires.	
	05-10-2018	
	_____ CUSTOMER SIGNATURE	_____ DATE

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.  
 Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

COMMON TECHNICIAN: VICTORIA 3037  
 QUALITY CONTROL TECH: LUCAS 4133  
 SERV WRTR/GREETER: LARRY 4495  
 THIRD QC TECH: VICTORIA 3037  
 TIRE TECHNICIAN: VICTORIA 3037

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from Travis Gandy requesting a waiver from the Sex Offender Residency requirements in order to reside at 2123 North 18<sup>th</sup> Street.

LHPS

---


CITY CLERK

MAY 23 '18 AM 8:12

Date: 5/22/18

My name is: Travis Gandy

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
2123 N. 18th St., Shboygan, WI 53083

Signature: 

Phone Number: 920-889-2986

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of Matthew T. Lueck filing a waiver from the Sex Offender Residency requirements in order to be placed at 1612 Indiana Avenue.

LHS

\_\_\_\_\_  
CITY CLERK

**Scott Walker**  
Governor  
**Jon Litscher**  
Secretary



MAY 25 '18 AM 11:23

3422 Wilgus Avenue  
Sheboygan, WI 53081  
Phone (920) 918-8002  
Fax (920) 459-4386

**State of Wisconsin**  
**Department of Corrections**

---

May 25, 2018

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Matthew T. Lueck in order for Mr. Lueck to be placed at a 1612 Indiana Avenue, Sheboygan, WI 53081.

Respectfully,

Sara Peters  
Probation/Parole Agent 71215  
(920) 918-8058

III

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from John Sekella requesting a waiver from the Sex Offender Residency requirements in order to reside at 522 Whitcomb Avenue.

LHPS

\_\_\_\_\_

CITY CLERK

Date: May 31, 2018

My name is: John Sekella

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

522 Whitcomb Ave., Sheboygan, WI 53081.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

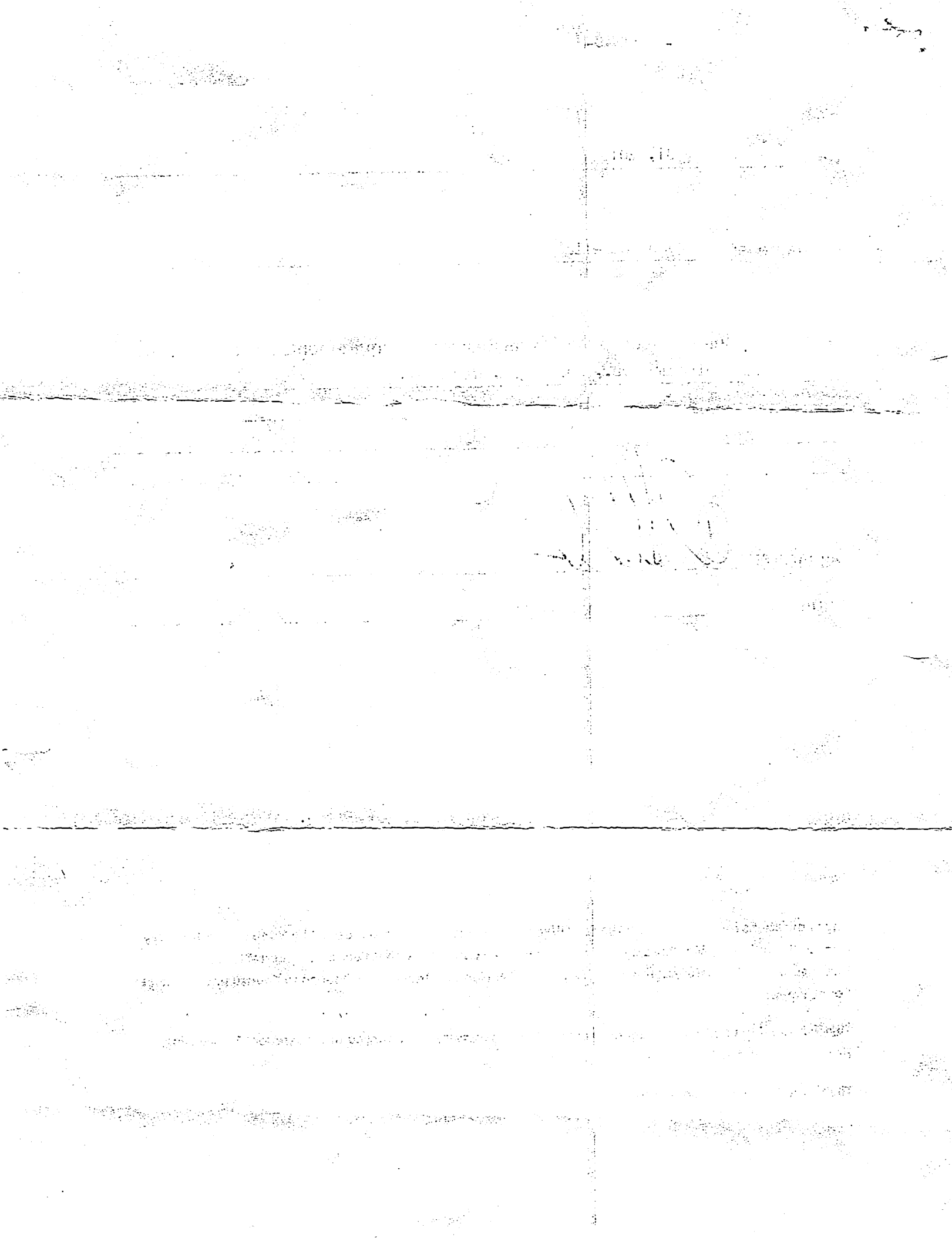
Signature:  \_\_\_\_\_

Phone Number: 920-889-6651

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.



II

R. O. No.           - 18 - 19.      By CITY CLERK.    June 4, 2018.

Submitting a communication from Keith D. Bauer requesting a waiver from the Sex Offender Residency requirements in order to reside at 1427 North 10<sup>th</sup> Street.

RHS

\_\_\_\_\_

CITY CLERK

Date: 5/15/18

My name is: Keith D. Bauer

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

For a short time

~~1427 County Rd. West, Stockton, CA 95215~~  
1427 N. 10th St. Sheboygan, WI 53085

Signature: [Handwritten Signature]

Phone Number: 920-854-4094

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from William Schickowski requesting a waiver from the Sex Offender Residency requirements in order to reside at 508 South 13<sup>th</sup> Street.

LUPS

\_\_\_\_\_  
CITY CLERK

MAY 21 '18 PM 4:41

Date: 5/21/18

My name is: William Schickowski (Schickowski)

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

508 S. 13th St.  
Sheboygan, WI 53081

Signature: William Schickowski

Phone Number: (920) 476-9574

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from Jason Lehman requesting a waiver from the Sex Offender Residency requirements in order to reside at 1217 Huron Avenue.

RHPS

\_\_\_\_\_  
CITY CLERK

Date: 5-15-2018

My name is: Jason Lehman

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1217 Huron Ave

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: 

Phone Number: 920-254-5687

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

**II**  
R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting a communication from Robert James Hruska requesting a waiver from the Sex Offender Residency requirements in order to reside at 1310A Jefferson Avenue.

RJHS

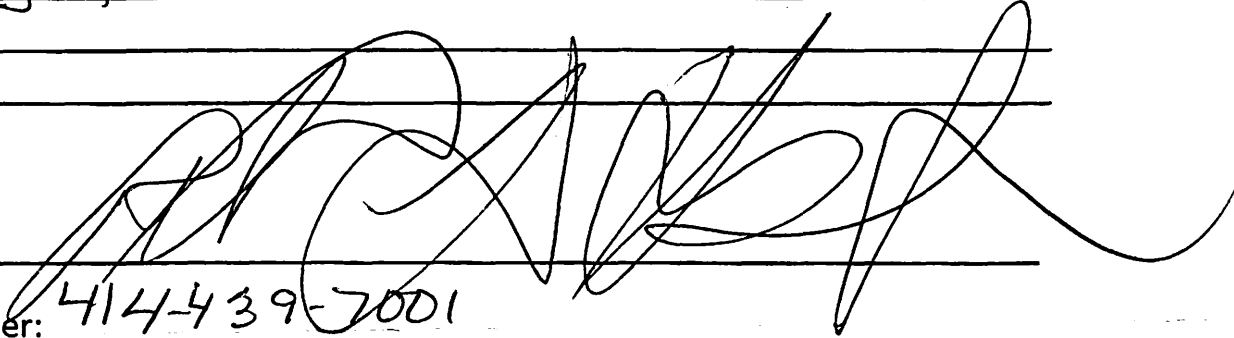
\_\_\_\_\_  
CITY CLERK

Date: 4-18-18

My name is: Robert James Hruska

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1310A Jefferson Avenue  
Sheboygan, WI 53081

Signature: 

Phone Number: 414-439-7001

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

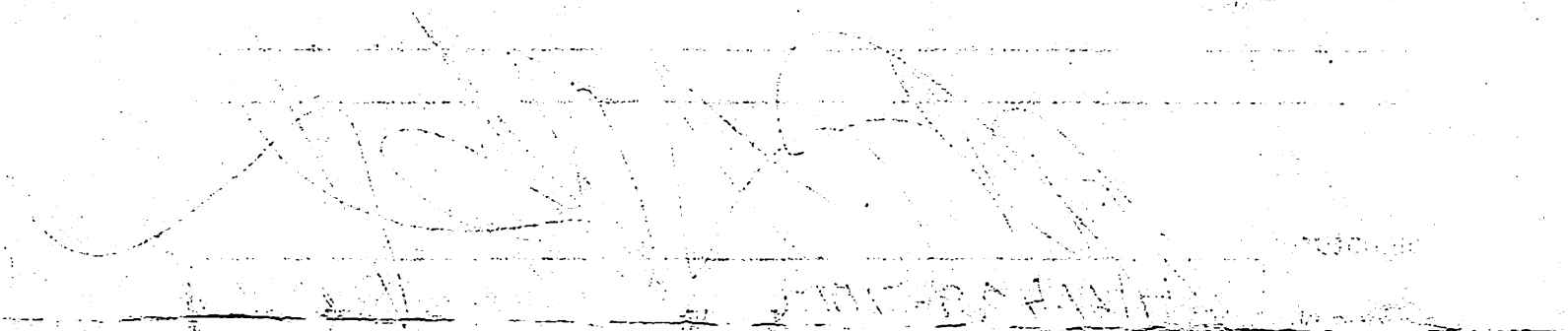
**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

1914

1914

1914



Faint, illegible text at the bottom of the page, possibly bleed-through from the reverse side.

II

R. O. No. \_\_\_\_\_ - 18 - 19. By DIRECTOR OF PUBLIC WORKS. June 4, 2018.

Submitting the 2017 Compliance Maintenance Annual Report (CMAR) for the Wastewater Treatment Plant.

Public Works

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Influent Flow and Loading

### 1. Monthly Average Flows and (C)BOD Loadings

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

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	11.0230	x	136	x	8.34	=	12,483
February	11.3603	x	155	x	8.34	=	14,641
March	15.4343	x	99	x	8.34	=	12,779
April	16.6350	x	85	x	8.34	=	11,758
May	13.3996	x	108	x	8.34	=	12,089
June	11.7188	x	138	x	8.34	=	13,497
July	10.0332	x	159	x	8.34	=	13,345
August	9.8378	x	160	x	8.34	=	13,087
September	8.3166	x	167	x	8.34	=	11,565
October	8.5770	x	148	x	8.34	=	10,602
November	7.9891	x	173	x	8.34	=	11,503
December	7.5044	x	197	x	8.34	=	12,336

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

2.1 Verify the design flow and loading for your facility.

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

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

<p><b>3. Flow Meter</b> 3.1 Was the influent flow meter calibrated in the last year?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes Enter last calibration date (MM/DD/YYYY) <input type="text" value="2017-08-08"/></li><li><input type="radio"/> No</li></ul> <p>If No, please explain: <input type="text"/></p>									
<p><b>4. Sewer Use Ordinance</b> 4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?</p> <ul style="list-style-type: none"><li><input type="radio"/> Yes</li><li><input type="radio"/> No</li></ul> <p>If No, please explain: <input type="text"/></p> <p>4.2 Was it necessary to enforce the ordinance?</p> <ul style="list-style-type: none"><li><input type="radio"/> Yes</li><li><input checked="" type="radio"/> No</li></ul> <p>If Yes, please explain: <input type="text"/></p>									
<p><b>5. Septage Receiving</b> 5.1 Did you have requests to receive septage at your facility?</p> <table border="0"><tr><td>Septic Tanks</td><td>Holding Tanks</td><td>Grease Traps</td></tr><tr><td><input checked="" type="radio"/> Yes</td><td><input checked="" type="radio"/> Yes</td><td><input checked="" type="radio"/> Yes</td></tr><tr><td><input type="radio"/> No</td><td><input type="radio"/> No</td><td><input type="radio"/> No</td></tr></table> <p>5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.</p> <p>Septic Tanks</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes <input type="text" value="231953"/> gallons</li><li><input type="radio"/> No</li></ul> <p>Holding Tanks</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes <input type="text" value="2423297"/> gallons</li><li><input type="radio"/> No</li></ul> <p>Grease Traps</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes <input type="text" value="130880"/> gallons</li><li><input type="radio"/> No</li></ul> <p>5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.</p> <input type="text" value="Plant performance was not affected by receiving hauled-in waste referenced above."/>	Septic Tanks	Holding Tanks	Grease Traps	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No
Septic Tanks	Holding Tanks	Grease Traps							
<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> Yes							
<input type="radio"/> No	<input type="radio"/> No	<input type="radio"/> No							
<p><b>6. Pretreatment</b> 6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Yes</li><li><input type="radio"/> No</li></ul> <p>If yes, describe the situation and your community's response.</p> <input type="text" value="One permitted industry was in Significant Non-Compliance for the 2nd half of 2018 (Plastics Engineering Company (Plenco) monthly average - Naphthalene."/>									

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

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

- Yes
- No

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

Food processing wastes (cheese, sausage and whey), Industrial grease trap waste were accepted for discharge directly into the anaerobic digesters. Landfill leachate, municipal wastewater treatment plant sludge and coal combustion residual contact water were accepted and discharge directly into plant influent through the septage receiving stations. Samples were collected from each waste type and analyzed to determine waste load allocations and the strength of the waste.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	2	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	2	1	0	0
April	25	22.5	1	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	1	1	0	0
October	25	22.5	0	1	0	0
November	25	22.5	1	1	0	0
December	25	22.5	3	1	0	0

\* Equals limit if limit is <= 10

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

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

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

2. Flow Meter Calibration

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

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

No

If No, please explain:

There is no effluent flow meter.

3. Treatment Problems

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

None

4. Other Monitoring and Limits

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

Yes

No

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

draft

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	6	1	0	0
March	30	27	4	1	0	0
April	30	27	3	1	0	0
May	30	27	3	1	0	0
June	30	27	3	1	0	0
July	30	27	2	1	0	0
August	30	27	3	1	0	0
September	30	27	2	1	0	0
October	30	27	2	1	0	0
November	30	27	2	1	0	0
December	30	27	5	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>			<b>0</b>

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

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

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

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

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

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.629	1	0
February	.9	0.489	1	0
March	.9	0.477	1	0
April	.9	0.587	1	0
May	.9	0.494	1	0
June	.9	0.520	1	0
July	.9	0.568	1	0
August	.9	0.587	1	0
September	.9	0.527	1	0
October	.9	0.558	1	0
November	.9	0.553	1	0
December	.9	0.668	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

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

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

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

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Biosolids Quality and Management

1. Biosolids Use/Disposal

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

Land applied under your permit

Publicly Distributed Exceptional Quality Biosolids

Hauled to another permitted facility

Landfilled

Incinerated

Other

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

1.1.1 If you checked Other, please describe:

Exceptional Quality dried biosolids from outfall 004 were supplied to Sure-Grow LLC to be utilized as a agricultural fertilizer and soil conditioner.

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

9355.10 acres

2.1.2 How many acres did you use?

615.4 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge																		
Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		<4.9		5.14			3.7	3.9		4.6		<9.9			0	0
Cadmium		39		<.62		.537			.31	.37		.49		<1.2			0	0
Copper		1500		296		255			221	261		316		402			0	0
Lead		300		17.8		16.5			16.2	18.2		21		29.5			0	0
Mercury		17		.2		.182			.33	.22		.65		.48			0	0
Molybdenum	60		75	8.9		6.81			7.2	8.7		8.9		10.2		0		0
Nickel				16.8		14.6			14.5	16.8		20.5		29.9		0		0
Selenium				3.1		<.751			2	2.9		2.1		<10.5		0		0
Zinc		2800		374		312			316	385		413		691			0	0

40

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Outfall No. 003 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0

## Outfall No. 002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	4.2		<13.3			4.3	3.8		4.6		<13.7			0	0
Cadmium		39	85	<.12		<1.43			.32	.43		.51		<1.7			0	0
Copper		1500	4300	291		254			228	245		282		328			0	0
Lead		300	840	16		15.7			14.2	16.4		21.7		18.9			0	0
Mercury		17	57	.69		<.0573			.36	.13		1.2		.44			0	0
Molybdenum	60		75	8.4		7.15			7.1	7.9		7.6		9.2		0		0
Nickel	336		420	16.4		17.8			15.3	17		18.6		21.8		0		0
Selenium	80		100	3.4		<15.1			1.8	2.8		2.6		<14.4		0		0
Zinc		2800	7500	349		326			320	360		427		501			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	01/01/2017 - 02/28/2017
Density:	3,510
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Anaerobically digested and thickened sludge.
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	01/01/2017 - 12/31/2017
Density:	3,510
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobically digested and thickened sludge.
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	03/01/2017 - 04/30/2017
Density:	3,510
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	05/01/2017 - 06/30/2017
Density:	2,060
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Aerobically digested and thickened sludge.

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2017 - 08/31/2017
Density:	2,830
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobically digested and thickened sludge.
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2017 - 10/31/2017
Density:	2,830
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anerobically digested and thickened sludge
Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2017 - 12/31/2017
Density:	419,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Anaerobically digested and thickened sludge.
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2017 - 02/28/2017
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2017 - 12/31/2017
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2017 - 04/30/2017
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2017 - 06/30/2017
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2017 - 08/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2017 - 10/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2017 - 12/31/2017
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

## 5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	12/31/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	03/28/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	002
Method Date:	04/30/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	002
Method Date:	12/31/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	11/14/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.50
Outfall Number:	002
Method Date:	02/28/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	03/28/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	004
Method Date:	01/25/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	>90
Results (if applicable):	98
Outfall Number:	002
Method Date:	06/30/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	06/06/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.80
Outfall Number:	004
Method Date:	07/19/2017
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	94.60
Outfall Number:	002
Method Date:	08/31/2017
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Outfall Number:	002	
Method Date:	10/31/2017	
Option Used To Satisfy Requirement:	Injection when land apply	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):		
Results (if applicable):		
Outfall Number:	004	0
Method Date:	09/20/2017	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	99.80	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

<b>Total Points Generated</b>	40
<b>Score (100 - Total Points Generated)</b>	60
<b>Section Grade</b>	F

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2)</li><li>○ No (40 points)</li></ul> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes<ul style="list-style-type: none"><li>○ Paper file system</li><li>○ Computer system</li><li>● Both paper and computer system</li></ul></li><li>○ No (10 points)</li></ul>	0
<p>3. O&amp;M Manual</p> <p>3.1 Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>○ Very good</li><li>● Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p>	

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

The plant is adequately maintained and has adequate in-line spares available to take down and maintain individual pieces of equipment. The PM/equipment reliability program is evolving as we improve our maintenance PM program and more fully utilize our maintenance management system. The on site maintenance staff is experienced with the repair of all equipment and most work is completed in house.

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

draft

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Steve Jossart

Certification No:

12990

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			
A2	Attached Growth Processes				
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			
C	Biological Solids/Sludges	X			
P	Total Phosphorus	X			
N	Total Nitrogen				
D	Disinfection	X			
L	Laboratory	X			
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

### 4. Continuing Education Credits

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

<p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p> <ul style="list-style-type: none"><li><input type="radio"/> Averaging 6 or more CECs per year.</li><li><input type="radio"/> Averaging less than 6 CECs per year.</li></ul> <p>Advanced Certification:</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Averaging 8 or more CECs per year.</li><li><input type="radio"/> Averaging less than 8 CECs per year.</li></ul>	
--	--

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

draft

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Financial Management

<p><b>1. Provider of Financial Information</b></p> <p>Name: <input style="width: 150px;" type="text" value="Nancy Buss"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="(920) 459-3304"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="nancy.buss@sheboyganwl.gov"/></p>																
<p><b>2. Treatment Works Operating Revenues</b></p> <p><b>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</b></p> <p> <input checked="" type="radio"/> Yes (0 points)  <input type="radio"/> No (40 points)         </p> <p>If No, please explain:  <input style="width: 750px; height: 20px;" type="text"/> </p> <p><b>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</b></p> <p>Year: <input style="width: 100px;" type="text" value="2017"/></p> <p> <input checked="" type="radio"/> 0-2 years ago (0 points)  <input type="radio"/> 3 or more years ago (20 points)  <input type="radio"/> N/A (private facility)         </p> <p><b>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</b></p> <p> <input checked="" type="radio"/> Yes (0 points)  <input type="radio"/> No (40 points)         </p>	0															
<b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b>																
<p><b>3. Equipment Replacement Funds</b></p> <p><b>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</b></p> <p>Year: <input style="width: 100px;" type="text" value="2017"/></p> <p> <input checked="" type="radio"/> 1-2 years ago (0 points)  <input type="radio"/> 3 or more years ago (20 points)  <input type="radio"/> N/A         </p> <p>If N/A, please explain:  <input style="width: 750px; height: 20px;" type="text"/> </p>																
<p><b>3.2 Equipment Replacement Fund Activity</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="5,238,308.01"/></td> </tr> <tr> <td><b>3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</b></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td><b>3.2.3 Adjusted January 1st Beginning Balance</b></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="5,238,308.01"/></td> </tr> <tr> <td><b>3.2.4 Additions to Fund (e.g. portion of User Fee, earned Interest, etc.)</b></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="896,050.63"/></td> </tr> <tr> <td></td> <td style="text-align: right;">+</td> <td></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>	<b>3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</b>	\$	<input style="width: 150px;" type="text" value="0.00"/>	<b>3.2.3 Adjusted January 1st Beginning Balance</b>	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>	<b>3.2.4 Additions to Fund (e.g. portion of User Fee, earned Interest, etc.)</b>	\$	<input style="width: 150px;" type="text" value="896,050.63"/>		+		
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<b>3.2.2 Adjustments - If necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</b>	\$	<input style="width: 150px;" type="text" value="0.00"/>														
<b>3.2.3 Adjusted January 1st Beginning Balance</b>	\$	<input style="width: 150px;" type="text" value="5,238,308.01"/>														
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	+															

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*)

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,134,358.64

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 2,210,591.10

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing primary and secondary clarifier drives	800,000	2022
2	Fine bubble diffuser system maintenance and aeration basin repairs.	600,000	2021
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is for the total cost of the work five year span of projects.	3,000,000	2023
4	Re-building/replacing secondary digester #6 floating cover.	300,000	2019
5	Install variable speed drives and automated control for the Indiana St. Lift Station	250,000	2021
6	Install variable speed drives and motors on pumps #2, #3 and #4 at Kentucky Ave Lift Station	200,000	2022

## 5. Financial Management General Comments

### ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

**COLLECTION SYSTEM PUMPAGE: Total Power Consumed**

Number of Municipally Owned Pump/Lift Stations:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	49,459	254
February	39,561	246
March	64,012	161
April	58,850	99
May	46,707	30
June	46,725	4
July	53,301	1
August	61,454	0
September	47,280	0
October	27,658	0
November	34,906	1
December	33,480	78
<b>Total</b>	<b>563,393</b>	<b>874</b>
<b>Average</b>	<b>46,949</b>	<b>97</b>

6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We have plans to update some of the lift station pumps with VFD's in the next 5 years.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	647,072	341.71	1,894	386.97	1,672	14,607
February	591,320	318.09	1,859	409.95	1,442	7,714
March	717,232	478.46	1,499	396.15	1,811	6,058
April	675,540	499.05	1,354	352.74	1,915	2,265
May	721,425	415.39	1,737	374.76	1,925	9,693
June	738,078	351.56	2,099	404.91	1,823	2,563
July	643,792	311.03	2,070	413.70	1,556	913
August	751,502	304.97	2,464	405.70	1,852	1,281
September	614,052	249.50	2,461	346.95	1,770	1,875
October	499,995	265.89	1,880	328.66	1,521	7,224
November	475,644	239.67	1,985	345.09	1,378	9,094
December	517,456	232.64	2,224	382.42	1,353	1,576
<b>Total</b>	<b>7,593,108</b>	<b>4,007.96</b>		<b>4,548.00</b>		<b>64,863</b>
<b>Average</b>	<b>632,759</b>	<b>334.00</b>	<b>1,961</b>	<b>379.00</b>	<b>1,668</b>	<b>5,405</b>

#### 7.1.2 Comments:

Electricity consumed includes the total amount of electricity consumed from both purchased and generated power. We have significantly reduced the amount of biogas generated as a result of suspending the acceptance of high strength waste to the anaerobic digestion process. The resulting reduction in biogas production has significantly curtailed the electrical generation by the micro turbine system.

## 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

### 7.2.2 Comments:

Effluent pumping for reuse within the treatment plant.

### 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

We are installing a new smaller Raw Influent pump, are looking at reducing the number of anaerobic digesters in operation from three to two. We are planning to replace diffuser membranes and possibly modify the aeration systems to become more energy efficient within the next five years. We are also planning to enroll in the Strategic Energy Management Plan (SEM) through Focus on Energy during 2018, to help us identify opportunities for reducing energy usage.

### 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

- No
- Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

### 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

- No
- Yes
- Entire facility

Year:

2005

By Whom:

Focus on Energy and Internal

Describe and Comment:

Previous study to assess baseline energy prior to plant efficiency upgrades and combined heat and power program.

- Part of the facility

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Year: <input type="text"/>
By Whom: <input type="text"/>
Describe and Comment: <input type="text"/>

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

draft

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

Yes

No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

Yes

No (30 points)

N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operations and maintenance.

Improve sewer infrastructure through sewer replacement and sewer lining work.

Eliminate sanitary sewer overflows.

Did you accomplish them?

Yes

No

If No, explain:

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

Organizational structure and positions (eg. organizational chart and position descriptions)

Internal and external lines of communication responsibilities

Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan's Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-12-05

Does your sewer use ordinance or other legally binding document address the following:

Private property inflow and infiltration

New sewer and building sewer design, construction, installation, testing and inspection

Rehabilitated sewer and lift station installation, testing and inspection

Sewage flows satellite system and large private users are monitored and controlled, as necessary

Fat, oil and grease control

Enforcement procedures for sewer use non-compliance

Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

0

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	78	% of system/year
Root removal	2	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	7.2	% of system/year
Manhole inspections	70	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	0.9	% of manholes rehabbed
Mainline rehabilitation	1.4	% of sewer lines rehabbed

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Private sewer Inspections  % of system/year  
 Private sewer I/I removal  % of private services  
 River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

40.89	Total actual amount of precipitation last year in inches
32	Annual average precipitation (for your location)
170	Miles of sanitary sewer
5	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
5	Number of basement backup occurrences
66	Number of complaints
10.98	Average daily flow in MGD (if available)
16.64	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.03	Basement backups (number/sewer mile)
0.39	Complaints (number/sewer mile)
1.5	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

#### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED \*\*

Date	Location	Cause	Estimated Volume (MG)
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

Increased flow due to infiltration and storm water can increase the flow to the WWTP by 2 to 3 times the average flow. During peak events, influent screening and grit removal may be bypassed for short periods of time.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Average flows to the plant remain consistent with previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

The city continues to rehabilitate sewers and repair man holes each year, to improve the integrity of the sewer system.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

draft

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	F	0	5	0
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>108</b>
<b>GRADE POINT AVERAGE (GPA) = 3.38</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/25/2018 2017

## Resolution or Owner's Statement

Name of Governing Body or Owner:	<input type="text"/>
Date of Resolution or Action Taken:	<input type="text"/>
Resolution Number:	<input type="text"/>
Date of Submittal:	<input type="text"/>
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):</b>	
Influent Flow and Loadings: Grade = A	<input type="text"/>
Effluent Quality: BOD: Grade = A	<input type="text"/>
Effluent Quality: TSS: Grade = A	<input type="text"/>
Effluent Quality: Phosphorus: Grade = A	<input type="text"/>
Biosolids Quality and Management: Grade = F	<input type="text"/>
Staffing: Grade = A	<input type="text"/>
Operator Certification: Grade = A	<input type="text"/>
Financial Management: Grade = A	<input type="text"/>
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	<input type="text"/>
<b>ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS</b> (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) <b>G.P.A. = 3.38</b>	
<input type="text"/>	

III

Res. No. \_\_\_\_\_ - 18 - 19.

By Alderpersons Donohue and Rindfleisch.  
June 4, 2018.

A RESOLUTION authorizing execution of the Agreement for Transit Service Between the City of Sheboygan and the Sheboygan Area School District for the provision of public transit services.

WHEREAS, the Transit Commission approved the terms and conditions of the Agreement for Transit Service at the Transit Commission meeting on May 31, 2018.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Services Between the City of Sheboygan and the Sheboygan Area School District, in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the Agreement on behalf of the City of Sheboygan.

*Lays Over*

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

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

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

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

**AGREEMENT FOR TRANSIT SERVICE  
BETWEEN THE CITY OF SHEBOYGAN AND THE SHEBOYGAN AREA SCHOOL DISTRICT**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Sheboygan Area School District, a Wisconsin public school district with principal offices located at 830 Virginia Ave, Sheboygan, Wisconsin, hereinafter referred to as SASD;

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES & SERVICE LEVEL**

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service for SASD students as described in Attachment A. Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SASD. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for services to SASD. This agreement does not constitute an agreement for additional services such as charter or private event transportation services for SASD.

**2. FARE STRUCTURE**

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

**3. DESIGNATION OF RESPONSIBILITY**

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

**4. PAYMENT SCHEDULE**

SASD agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. SASD agrees to make quarterly payments in four equal amounts during the calendar year. SHEBOYGAN shall invoice SASD for such payments.

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

**5. INSURANCE**

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

**6. OPERATING AUTHORITY**

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated for SASD, pursuant to this agreement, and in accordance with terms herein. Authority to deny service to any student shall be vested solely with SHEBOYGAN consistent with SHORELINE METRO policy and procedures.

**7. RECORDS/INFORMATION**

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

**8. MEDIATION OF DISPUTES**

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

**9. FORCE MAJEURE**

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

**10. TERMINATION**

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

**11. TERM OF AGREEMENT**

This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns. The term of this agreement shall be the academic school year of SASD (July 1 through June 30<sup>th</sup>).

**12. LOCAL MATCH FOR SERVICES**

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

The local share for the service level provided to SASD for the school year (July 1, 2018-June 30, 2019) is **\$90,000**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SASD during the budget process of its local share contribution for the following calendar year.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SASD

CITY OF SHEBOYGAN

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **ATTACHMENT A**

### **City of Sheboygan (Shoreline Metro) Service Agreement SASD Level of Service**

#### **1. FIXED ROUTE - Weekdays (Monday through Friday) and Saturdays**

SASD students shall receive unlimited trips on the fixed route public system operated by Shoreline Metro in grades K-12 that are actively enrolled at a SASD school within the current service area and during the current service times of the fixed route system on all weekdays during the calendar year regardless of school days or trip purpose. This agreement shall also be valid for faculty and staff of SASD.

Service includes two AM Tripper routes and two PM Trippers as designed and operated by Shoreline Metro to supplement the fixed route service.

SASD students enrolled at a middle or high school will be required to present to the driver a qualifying school ID badge upon boarding the bus to receive the bus trip at no-charge. Elementary school students will not be required to provide identification to receive the bus trip at no-charge. Faculty and staff of SASD will be required to present a qualifying school ID badge upon boarding the bus to the driver to receive the bus trip at no-charge.

Students that do not have a school ID badge or fail to present a qualifying school ID badge will be required to pay the regular fare for the trip.

#### **2. PARATRANSIT**

Paratransit trips are not included in this agreement. Students qualified to use paratransit services are required to pay the per trip fare.

#### **NOTES:**

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.
- SASD agrees to involve SHORELINE METRO in discussions regarding school start and end times for the academic school year. This will allow SHORELINE METRO to provide maximum efficient service for SASD.



Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
June 4, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,415,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF \$8,415,000 TAXABLE NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF.

WHEREAS, on May 21, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

WHEREAS, the Common Council hereby finds and determines that such projects are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for a portion of such projects;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated "Taxable Note Anticipation Notes" (the "Notes"), in anticipation of receiving the proceeds from the

*Finance  
Personnel*

issuance and sale of the Securities, to provide interim financing for public purposes, including paying the cost of City Hall renovations and Tax Incremental District No. 18 projects (the "Project");

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPPF") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, WPPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 18, 2018;

WHEREAS, the City Clerk (in consultation with WPPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on June 18, 2018;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67.12(12), Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of

the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WPPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WPPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of EIGHT MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$8,415,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$8,415,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered from R-1 and upward; and shall bear interest at the rate per annum and mature on January 2, 2019 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes are not subject to optional redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is

created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal

and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$8,415,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be

needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate

principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding the interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific

performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

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

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

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

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
TAXABLE NOTE ANTICIPATION NOTE

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:

January 2, \_\_\_\_\_ July 2, 2018 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$8,415,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in

anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of City Hall renovations and Tax Incremental District No. 18 projects (the "Project"), as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed

by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_

Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_

Meredith DeBruin  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

III

Res. No.       - 18 - 19      . By Alderpersons Rindfleisch and Bohren.  
June 4, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$10,570,000\* GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF \$10,570,000\* NOTE ANTICIPATION NOTES IN ANTICIPATION THEREOF.

WHEREAS, on May 21, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

WHEREAS, the Common Council hereby finds and determines that such projects are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for a portion of such projects;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the

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\*Preliminary, subject to change.

*Francet Personnel*

issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated "Note Anticipation Notes" (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing for public purposes, including paying the cost of Tax Incremental District No. 18 projects (the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 18, 2018;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on June 18, 2018;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67.12(12), Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of

the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 2B. Authorization and Award of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of TEN MILLION FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$10,570,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes"; shall be issued in the aggregate principal amount of \$10,570,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature on June 1, 2023 as set forth on the schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the City, on June 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$10,570,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in

the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration

shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

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

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

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

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule

To be provided by Wisconsin Public Finance Professionals, LLC and  
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
NOTE ANTICIPATION NOTE

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:  
June 1, \_\_\_\_\_ July 2, 2018 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$10,570,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of Tax Incremental District No. 18 projects (the "Project"), as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the City, on June 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include

but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The

Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_

Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_

Meredith DeBruin  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_,  
Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

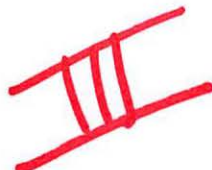
Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
June 4, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$6,335,000 GENERAL OBLIGATION PROMISSORY NOTES.

WHEREAS, on May 21, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of approximately \$25,465,000 general obligation promissory notes and note anticipation notes, in one or more series, on a tax-exempt or taxable basis, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations;

WHEREAS, the Common Council hereby finds and determines that such projects are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of general obligation promissory notes pursuant to Section 67.12(12), Wisconsin Statutes, designated "General Obligation Promissory Notes" (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, and Tax Incremental District No. 14 and Tax Incremental District No. 16 projects (the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the

*Finance  
& Personnel*

details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 18, 2018;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on June 18, 2018;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SIX MILLION THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$6,335,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall

be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$6,335,000; shall be dated July 2, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on December 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2026 for payments due in the years 2019 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for

said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be

invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of

Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of

SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

RESERVED

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

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

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

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:  
December 1, \_\_\_\_\_ July 2, 2018 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$6,335,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2018 Capital Improvement Plan, including building repairs and renovations, street and sidewalk repair and improvements, park improvements and upgrades, and the acquisition of motor vehicles, fire engines, and other equipment, tax incremental district projects and City Hall renovations, as authorized by a resolution adopted on June 18, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption

date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

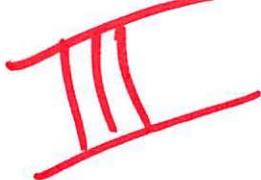
Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Donohue. June 4, 2018.

A RESOLUTION authorizing the Sheboygan Police Department to engage in fundraising activities and accept donations to support the K-9 (canine) Corps.

WHEREAS, by resolution 377 - 88 - 89 the Common Council authorized the Sheboygan Police Department to establish the K-9 corps and to accept donations for purchasing the animal, providing for training expenses and other start-up costs; and

WHEREAS, the current K-9 Corps consists of two canines and K-9 Kramer was retired and passed away in December of 2017 and K-9 Bud is nearing retirement age; and

WHEREAS, the K-9 Corps continues to be a valuable resource for the City of Sheboygan and the estimated cost for acquisition of new animals, training costs and supplies including vehicles is \$ 150,000; and

WHEREAS, donations will be accepted by the Sheboygan Police Department from civic organizations, businesses and individuals and this funding will be designated for purchasing the animals, providing for training expenses, food, upkeep, medical care and other sundry expenses.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Police Department is hereby authorized to engage in fundraising activities and accept donations to maintain and support the ongoing operation of the K-9 Corps.

*RRPS*

\_\_\_\_\_

**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. \_\_\_\_\_ - 18 - 19. By Alderperson Wolf. June 4, 2018.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2017 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2017 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED, that the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2017 CMAR with the exception of the biosolids section where an F grade was received as a result of the over application of nitrogen and omission of soil testing on farm fields where liquid biosolids were applied.

BE IT FURTHER RESOLVED, that the 2017 CMAR be accepted and placed on file.

\_\_\_\_\_

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

*Handwritten red mark resembling a stylized 'X' or 'A'.*

Gen. Ord. No. \_\_\_\_\_ - 18 - 19. By Alderperson Dekker. June 4, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land on North 15<sup>th</sup> Street across from 822 North 14<sup>th</sup> Street from Class Urban Commercial (UC) to Class Urban Residential (UR) Classification.

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

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

Vacant land located on North 15<sup>th</sup> Street (Parcel #59281500560):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, in Block 119, of the Original Plat of the City of Sheboygan.

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

*City Plan*

\_\_\_\_\_

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

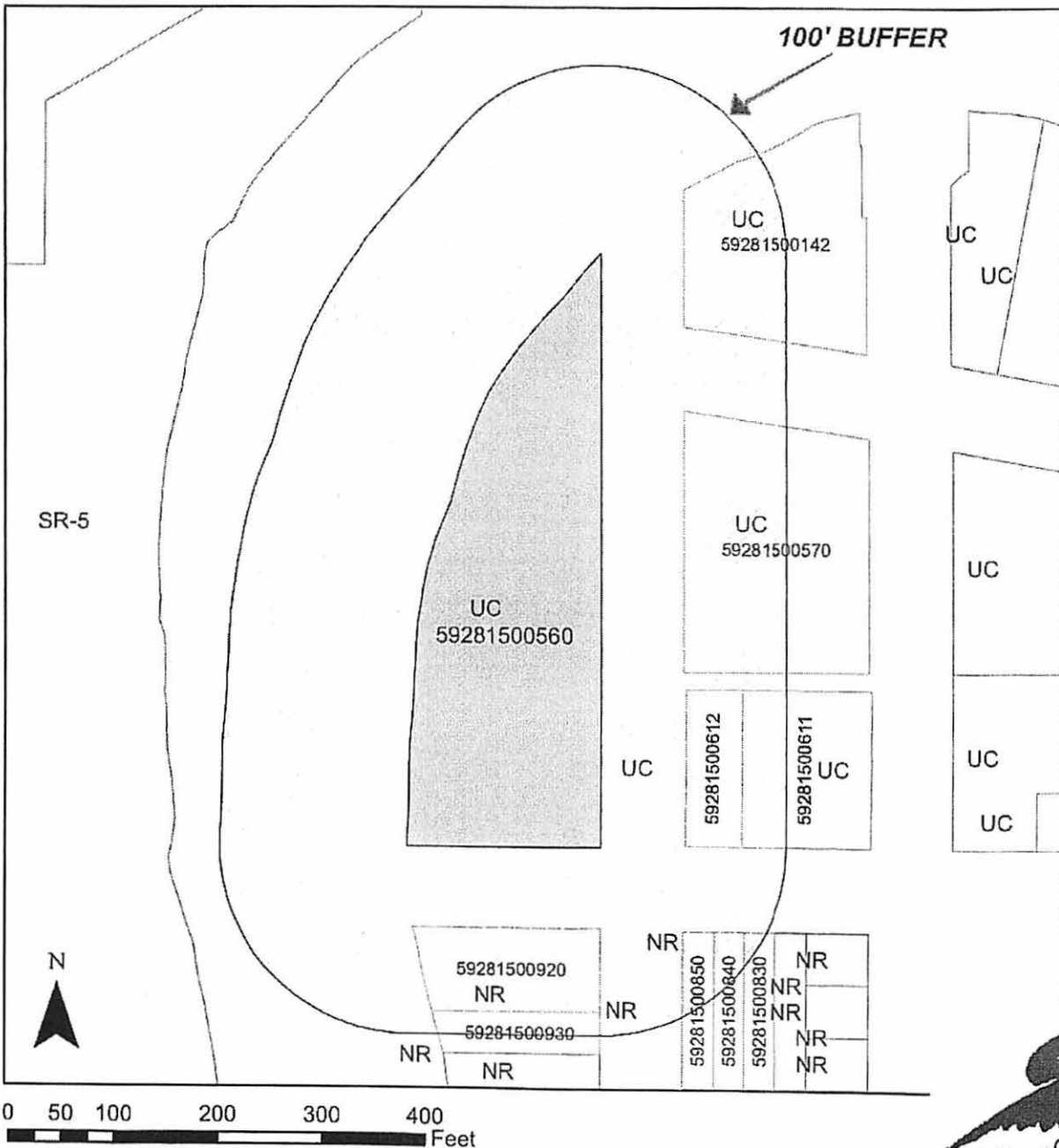
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED REZONE OF PARCEL NO. 59281500560 FROM URBAN COMMERCIAL (UC) TO URBAN RESIDENTIAL (UR)

Town: 15N Range: 23E Section: 22

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, in  
Block 119, of the Original Plat of the City of Sheboygan.



# Other Matters

R. O. No.          - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting various license applications for the period ending, December 31, 2018, June 30, 2019 and June 30, 2020.

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

CIGARETTE/TOBACCO (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1392	Suscha News, LLC	1117 N. 8 <sup>th</sup> Street
2389	The Epicure Lounge	1116 Michigan Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2805	Blue Harbor	725 Blue Harbor Drive - One day event July 4, 2018 - To include current premise plus lawn outside north end of building (Peninsula Room).
2805	Blue Harbor	725 Blue Harbor Drive - One day event August 11, 2018 - To include current premise plus lawn outside north end of building (Peninsula Room).
3056	Gotta Getcha in Oasis	840 Wilson Avenue - One day event July 4, 2018 - Back of building on North side, parking lots to east, south and west.
3087	Santanas Place	1019 Erie Avenue - One day event to be held June 23, 2018 to include parking lot east of building (inside temporary tent).
3087	Santanas Place	1019 Erie Avenue - One day event to be held June 30, 2018 to include parking lot east of building (inside temporary tent).

LHP

1337 Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event to be held June 23, 2018 - Outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1337 Sheboygan Elks Lodge #299	1943 Erie Avenue - Three day event to be held August 17 through August 19, 2018 - Outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1809 The Wharf	733 Riverfront Drive - One day event to be held July 18, 2018 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.
1809 The Wharf	733 Riverfront Drive - Two day event to be held August 11 and August 12, 2018 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.
3119 VibeZ Bar	2513 S. 8 <sup>th</sup> Street - One day event to be held July 15, 2018 to include back of bar (west side) to the alley way.
3119 VibeZ Bar	2513 S. 8 <sup>th</sup> Street - One day event to be held August 18, 2018 to include back of bar (west side) to the alley way.

"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive
3184	Board & Brush Creative Studio	528 N. 8 <sup>th</sup> Street
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 <sup>th</sup> Street
3094	Dicky's Barbecue Pit	2719 Calumet Drive
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3135	New China Buffet	571 S. Taylor Drive
1809	The Wharf	733 Riverfront Drive

"CLASS B" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Als Bar & Grill	1502 S. 12 <sup>th</sup> Street
2880	Anglers Avenue Pub & Grill	518 South Pier Drive
1936	Black Pig	821 N. 8 <sup>th</sup> Street
2805	Blue Harbor Resort I	725 Blue Harbor Drive
2762	Braveheart Pub I	2120 Calumet Drive
3146	Bumps Grill Tavern	1902 S. 12 <sup>th</sup> Street
1089	Daves Whos Inn	835 Indiana Avenue
2373	Duke of Devon, The	739 Riverfront Drive
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> Street
2487	Frankies Pub & Grill	2218 Indiana Avenue
3056	Gotta Getcha In Oasis	840 Wilson Avenue
3117	Harbor Lights IV	434 Pennsylvania Avenue
1734	Holiday Inn - Express	3823 Germaine Avenue
2849	Hops Haven	1327 N. 14 <sup>th</sup> Street
1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street
2807	Knights of Columbus I	833 Center Avenue
1199	Lakeshore Lanes	2519 S. Business Drive
2911	Lakeshore Technical College	712 Riverfront Drive
3218	Lakeview Wine Bar	821 Broughton Drive
1795	Luigis Italian Restaurant	2910 Kohler Memorial Drive
2740	Mannings Irish Pub I	3015 N. 15 <sup>th</sup> Street
1217	Maple Lanes	3107 S. Business Drive
2301	Mojo	1235 Pennsylvania Avenue
2976	My Place Bar & Grill	1515 New Jersey Avenue
3066	N Z's Bar & Grill	1022 Michigan Avenue
1699	On the House	1153 High Avenue
3098	Pier 17	539 Riverfront Drive
1267	Poor Richards	1105 Geele Avenue
3001	Ranieri's Four of a Kind	811 Indiana Avenue
3087	Santanas Place	1019 Erie Avenue
1680	Scenic Bar LLC	1635 Indiana Avenue
3248	Seeboth Delicatessen	1501 S. 8 <sup>th</sup> Street
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue
1229	Sheboygan Moose Lodge #438	1811 Georgia Avenue
1353	Sheboygan Yacht Club	214 Pennsylvania Avenue
3182	The Blue Lite I	1029 N. 8 <sup>th</sup> Street
1419	The Bunker	1138 Union Avenue
2207	The Silver Fern	2538 N.15 <sup>th</sup> Street
3183	Sprechers Restaurant & Pub	820 Indiana Avenue
2376	Swovys LLC	1645 S. 12 <sup>th</sup> Street
3178	Tasty Sheboygan	1423 Union Avenue
3069	Time and a Half	2518 N. 15 <sup>th</sup> Street
1411	Tommys Bar	2335 N. 15 <sup>th</sup> Street
1412	Trattoria Stefano	522 S. 8 <sup>th</sup> Street
2427	Urbane	1231 N. 8 <sup>th</sup> Street
2921	Walkabout, The	2401 Calumet Drive
2029	Weill Center	826 N. 8 <sup>th</sup> Street

CLASS "C" WINE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street

CLASS "A" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2336	El Durango	1035 Indiana Avenue
3192	Harbor Centre Marina I	821 Broughton Drive
3170	Minit Mart #1	1508 S. 8 <sup>th</sup> Street
3174	Minit Mart #5	3626 S. Taylor Drive
2519	Northside Clark	2709 N. 15 <sup>th</sup> Street
2710	The Pig Stop II	2917 N. 15 <sup>th</sup> Street
1424	Walgreens #06097	3220 S. Business Drive
2088	Walgreens #6570	1029 N. 14 <sup>th</sup> Street
2601	Walgreens #12020	2702 Calumet Drive

CLASS "A" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Supercenter #1276	3177 S. Taylor Drive

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2193	Allen, Alexis S.	1051 Lindent St. #109, Cleveland
2215	Becker, Kayla L.	2727 N. 12 <sup>th</sup> Street
7183	Bower, Ashley A.	426 Washington Court
2237	Calvin, Alan M.	2332 Carmen Avenue Apt. 4D
2211	Demolli, Kristin A.	3906 N. 28 <sup>th</sup> Street
2235	Detienne, Reece A.	5626 Driftwood Lane
2205	Dumais, Kayla A.	1508 S. 13 <sup>th</sup> Street
8216	Haas, Brooks F.	704 Broughton Drive #4
2198	Hall, Beth M.	1601 Alabama Avenue
2208	Henry, Ariann C.	709 N. 4 <sup>th</sup> Street
2220	Hilbert Megan L.	N4441 Vantreeck Trail, Sheboygan Falls
2228	Jensen, Samuel L.	435 Clement Avenue
2221	Johnson, Ananomi I.	1543 S. 8 <sup>th</sup> Street
2197	Johnston, Benjamin N.	4443 Lilac Court Apt. W108
2226	Katona, Hannah E.	224 Birchtree Avenue, Cedar Grove
2227	Kisvari, Gabriella V.	425 Grant Avenue
2207	Landgraf, Melissa R.	1122 S. 13 <sup>th</sup> Street
2203	Mahmutagic, Sedin	2224 N. 10 <sup>th</sup> Street

2232 Mcgoldrick, Daniel R.	1337 North Avenue
2209 Methfessel, Kevin M.	2210 Erie Avenue
2204 Rango, Rachel M.	1405 N. 11 <sup>th</sup> Street
2222 Reed, Chloe D.	103 Kay Avenue, Sheboygan Falls
2231 Scantlin, Larissa L.	926 Alabama Avenue
9690 Schlenther, Kris A.	920 Michigan Avenue Apt. C
2234 Stadler, Rachel R.	951 S. Maint Street, Cedar Grove
8977 Stephens, Kim M.	1326 S. 13 <sup>th</sup> Street
9070 Tahiri, Paula	3005 Whispering Winds Drive
2233 Walkner, Robert J.	1813 N. 9 <sup>th</sup> Street
2192 Walters, Kathleen L.	427 Huron Avenue #A
0532 Yonan, Trevor	516 Ontario Avenue

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9602	Abrashinsky, Jazzmin L.	1814 Cambridge Avenue
5930	Alten, Candace A.	301 Beechwood Street, Cleveland
0564	Atkinson, Wendy J.	1256 Kaufmann Avenue
7407	Baird, Jerry E. (Club)	557 Upper Road, Kohler
0522	Beaumont, Jacob M.	2319 Calumet Drive
5190	Beck, Kevin M.	531 S. 8 <sup>th</sup> Street Apt. 201
5274	Beltran, Terri L.	2826 Erie Avenue
9864	Boden, Dylan S.	3116 S. 20 <sup>th</sup> Street
5171	Bogenschuetz, Nathan L.	1021 Trienens Road, Plymouth
6709	Bonelli, Leo P.	2417 W. Koning Drive
1134	Brock, Joann M.	705 N. 38 <sup>th</sup> Street
4105	Brown, Jeffrey D.	5108 Evergreen Drive
1327	Castillo, Tera L.	1904 N. 6 <sup>th</sup> Street
0567	Clough, Christopher R.	621 Bell Avenue
1496	Colvin, Frank M.	1621 Kentucky Avenue
8459	Dekker, Jeremy J.	1703 Illinois Avenue
1131	Derrick, Danelle C.	1932 N. 10 <sup>th</sup> Street
2574	Dietz, Jean M.	721 Geele Avenue
5169	Drier, Lacey J.	2330 N. 15 <sup>th</sup> Street
6645	Eggen, Cheryl L.	2420 Elm Avenue
1352	Faucher, Staceyann	2242 Lake Aire Drive
5717	Felde, Trevor A.	1344 Geele Avenue
5291	Gatford, Barbie R.	2802 S. 18 <sup>th</sup> Street
5779	Gill, Stephanie L.	1639 N. 28 <sup>th</sup> Street
5285	Grub, Jason E.	1716 Wisconsin Avenue
5286	Grub, Timothy M.	2123 Carmen Avenue
6916	Gruenke, Rebecca M.	1412 Union Avenue
9904	Heitzmann, Mary A.	2206 Sunflower Avenue
1401	Hietala, Jason P.	914 Kentucky Avenue
6452	Hohmann, Luanne J.	1236 Eisner Avenue
1264	Holzer, Danielle M.	1109 Frost Road, Howards Grove
6042	Hurrie, Kathryn A.	5314 Bluebell Court
7409	Husa, Darrel F.	1934 N. 6 <sup>th</sup> Street

5696 Hutton, Charles F.	1149 High Avenue
3550 Jellish, James M. (Club)	N8160 Big Lake Lane, Sherwood
1356 Johannsen, Danielle F.	2031 New Jersey Avenue Apt. A
2073 Kapellen, Sandra J.	1633 Indiana Avenue
8194 Kever, Jennifer M.	708 Pine Street, Sheboygan Falls
9655 Kielbicki, Kim C.	2210 N. 26 <sup>th</sup> Street
1432 Klessig, Kurt R.	2206 Sunflower Avenue
3614 Koerner, Joseph A.	837 Leland Avenue
8875 Kramer, Renee A.	2526 Mandy Circle
5716 Kraus, Justine M.	1322 S. 7 <sup>th</sup> Street
7090 Kraus, Steven R.	1640 S. 17 <sup>th</sup> Street
1000 Kraus, Terrance J. (Club)	22 N. 9 <sup>th</sup> Street, Oostburg
5023 Krepisky, Jill M.	1318 N. 31 <sup>st</sup> Street
7527 Kropp, Denise F.	707 Clara Avenue
5924 Lehman, Tarrie L.	709 Spring Avenue
1475 Levy, Vanessa L.	905A Swift Avenue
7400 Macdonald, Jason T.	2431 N. 29 <sup>th</sup> Street
7941 Maurer, Dale L.	2917 S. 15 <sup>th</sup> Street
1393 Maurin, Trevor J.	1240 Meadowbrook Drive
2456 McDaniel, Michelle LD.	1419A S. 9 <sup>th</sup> Street
5354 McGeary, Scott A.	932 N. 37 <sup>th</sup> Street
1843 Menzer, Lee A.	633 N. 27 <sup>th</sup> Street
1421 Meyer, Jessica M.	3320 S. 11 <sup>th</sup> Place #8
1864 Meyer, Michael E.	2925 Lake Shore Drive
7140 Miller, Joan	1909 Mead Avenue
1406 Miller, Tara A.	1417 Eisner Avenue Apt. 2B
9799 Minglana, Fernando C.	1530 N. 9 <sup>th</sup> Street
0806 Mueller, Hope Ann	2105 S. 16 <sup>th</sup> Street
1913 Niesing, Mary M.	618 A. N. 9 <sup>th</sup> Street
5641 Norling, Matthew L.	930 N. 27 <sup>th</sup> Street
9552 O'Connor, Kaylee S.	1515 St. Clair Avenue
0739 Pantha, Bed P.	2420 S. 18 <sup>th</sup> Street #110
5729 Passmore, Michelle L.	819 Clara Avenue
4496 Pentek, Mary Jo	1720 Wilson Avenue
3359 Petermann, Richard J.	4408 White Oak Lane
3038 Phillips, Matthew D.	708 Pine Street, Sheboygan Falls
1246 Portschy, Tanner J.	1454 S. 13 <sup>th</sup> Street
8892 Querio, Elizabeth W.	430 Adams Street, Sheboygan Falls
6573 Repinski, Dale R.	3830 Koehn Avenue
0453 Riste, Stacy L.	3444 S. 17 <sup>th</sup> Street
9583 Roehrborn, Becky J.	2027 N. 7 <sup>th</sup> Street
8761 Ruge, Alan F. (Club)	1815 S. 19 <sup>th</sup> Street
2459 Rutherford, Pamela J.	W2111 Ourtown Road, Sheboygan Falls
0388 Schulak, Tara M.	2101 Wiemann Avenue
8267 Schulze, Amanda M.	1703 Illinois Avenue #105
9898 Seipel, Andrew W.	20 Winnebago Place
2136 Severance, Harold W.	2503 N. 26 <sup>th</sup> Street
4786 Sheraski, Robert F.	1410 N. 27 <sup>th</sup> Street
8541 Starr, Bradley	2322 S. 12 <sup>th</sup> Street
5572 Steindl, Jennifer L.	524 S. River Street
2736 Teetzen, Bradley R.	307 Riverhills Drive, Sheboygan Falls
8718 Theune, Kimberly A.	2710 Savannah Circle Apt. D

8024 Theune, Shawn L.	2227 N. 27 <sup>th</sup> Place
1632 Theobald, Erika M.	2315 N. 6 <sup>th</sup> Street
4801 Toston, Jolene L.	1903 Union Avenue
7784 Udovich, Ronda L.	1226 Main Avenue
8109 Waechter, Patti A.	3528 High Cliff Circle
5810 Wagner, Elizabeth A.	2116 Meadowland Drive #204
9846 Waraich, Celia M.	N6233 Woodland Road
9652 Whitaker, Casey A.	2211 Henry Street
2318 Winkel, Gregg S.	3219 Main Avenue
1902 Woelffer, Margo M.	85 Lincoln Avenue
7824 Woolwine, Eugene A.	W3562 Hidden Brook Rd, Sheboygan Falls

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2210	Emerson, Gloria J.	506 Oriole Lane

MASSAGE ESTABLISHMENT (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3336	Entourage Salon and Spa I	726 Michigan Avenue

Other Matters

R. O. No. 53 - 18 - 19. By CITY CLERK. June 4, 2018.

Submitting various license applications for the period ending, June 30, 2018, June 30, 2019 and June 30, 2020.

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City Clerk

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"CLASS B" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2299	Chinatown Kitchen	1107 N. 8 <sup>th</sup> Street
3111	Glas - The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Org.	2213 New Jersey Avenue
3259	My Asian Restaurant	1307 Huron Avenue
3032	Nicky's Pizza I	1735 Calumet Drive
3018	Pho VN	2209 S. Business Drive
3261	Two Amigos Restaurant	1119 Michigan Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3335	Mi Ranchito I	1235 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap	520 N. 4 <sup>th</sup> Street
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
2717	Bar Code	1133 Michigan Avenue
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
3044	Blondies Bar & Grill	1034 Michigan Avenue
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
3322	Indiana Joes LLC	933 Indiana Avenue
2726	John Michael Kohler Arts	608 New York Avenue
3271	Limelight Pub I	1702 S. 17 <sup>th</sup> Street
3335	Mi Ranchito I	1235 Indiana Avenue
2030	Rewind	1002 Michigan Avenue
1288	Riverview Club (Club)	626 N. 15 <sup>th</sup> Street
2135	Sandee's Cool Runnings	1202 Michigan Avenue
1286	Sheboygan Riverside Boat (Club)	1228A Wisconsin Avenue
2943	Superior Bar & Grill LLC	2607 Superior Avenue
3307	Umi Sushi & Steak House	519 N. 8 <sup>th</sup> Street

RUPS

2774 Union Ave Tap	1401 Union Avenue
3119 VibeZ Bar	2513 S. 8 <sup>th</sup> Street
2513 Vreekes Tavern I	935 Michigan Avenue
1764 Water Street Pub	931 N. 12 <sup>th</sup> Street

CLASS "C" WINE LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marc Cinemas	3226 Kohler Memorial Drive
3259	My Asian Restaurant	1307 Huron Avenue
3018	Pho VN	2209 S. Business Drive

CLASS "A" BEER LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3287	Sheboygan Minimart LLC	1030 S. 14 <sup>th</sup> Street

CLASS "A" LIQUOR LICENSE (June 30, 2019) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Drive

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2240	Herman, Jessica A.	502 Huron Street, Manitowoc
2243	Hupf, Scott P.	424 North Street, Kiel
8182	Johnson, Eric M.	1917 Saemann Avenue
9968	Migherea, Olga	25 South Street, Plymouth
2247	Papke, Destiny A.	3519 Saemann Avenue #5
5002	Shembeda, Linda L.	W4161 Main Road, Plymouth
2242	Stewart, Emily SL.	1535 N. 9 <sup>th</sup> Street

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9563	Berger, Ruth E.	734 Dartmouth Drive, Sheboygan Falls
1114	Bower, Karen A.	N6508 W. CTY Road A, Greenbush
1180	Breitzman, Brittney D.	409 Vollrath Blvd.
7169	Dodge, Brianna L.	2413 N. 7 <sup>th</sup> Street
1194	Duby, Cherie L.	2404 N. 22 <sup>nd</sup> . Street
5305	Freriks, Scott A.	1130 Swift Avenue
1281	Henry, Jacob L.	1512 N. 25 <sup>th</sup> Street
1101	Lamkin, Luecena B.	1537 N. 9 <sup>th</sup> Street
2871	Perronne, Daniel L.	W2799 CTY N., Sheboygan Falls
1079	Polasky, Anna M.	919 N. 5 <sup>th</sup> Street Apt. 37
4445	Rabideaux, Deana M.	2215 N. 29 <sup>th</sup> Street

1507 Regner, Justin J.  
2181 Snow, Theresa M.  
8901 Strahl, Robin K.  
1152 Woiak, Alexis E.  
9726 Zastrow Jr., Michael L.  
8170 Zenk, Travis A.

456 Clay Street, Kiel  
934B Geele Avenue  
W6687 County Road F, Cascade  
1222 Parkwood Blvd. #D  
4227 Cty Road A  
2123A S. 16<sup>th</sup> Street

Other Matters

Res. No. 40 - 18 - 19. By Alderperson Rindfleisch and Bohren.  
June 4, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purposes of:

Reduce appropriation for fire station renovations including in the bond issue.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund G.O. Promissory Note 47715100-493502	Capital Project Fund Fire Station Renovations 47722100-621200	\$(250,863)

Reduce appropriation for park improvements for Evergreen Park Area two parking attributed to grant funds not received.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund State Grant 40053000-434211	Capital Project Fund Improvements other than buildings 40053000-631100	\$(78,641)

Finance +  
Personnel

Reduce appropriation for park improvements for Evergreen Park shelter attributed to grant funds not received.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund State Grant 40053000-434211	Capital Project Fund Building Improvements 40053000-621200	  \$(25,000)

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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