

*****ATTACHMENTS*****



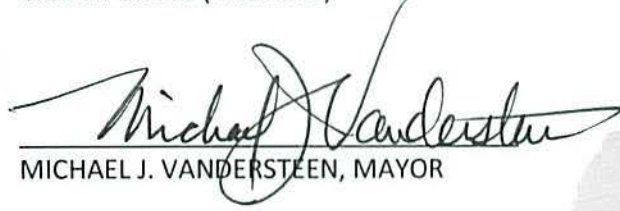
September 18, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET
KING PARK NEIGHBORHOOD ASSOCIATION

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Scott Hanson (Primary)	9/18/17	04/30/18
Grazia Perrella (Alternate)	9/18/17	04/30/18


 MICHAEL J. VANDERSTEEN, MAYOR

Lies over

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

Richards, Susan

From: Mayor Vandersteen
Sent: Thursday, September 14, 2017 3:27 PM
To: Richards, Susan
Subject: FW: representatives to the MNLC from King Park - RESENDING

Importance: High

From: Penny Weber [<mailto:plweber@charter.net>]
Sent: Wednesday, September 13, 2017 7:06 PM
To: Mayor Vandersteen
Subject: representatives to the MNLC from King Park - RESENDING
Importance: High

Mayor Vandersteen,

Below is the information on the King Park Neighborhood Association representatives to the MNLC which was sent previously on 8/28/17.

Let me know if you need anything else.

Penny
plweber@charter.net
920-698-0358

From: Penny Weber [<mailto:plweber@charter.net>]
Sent: Monday, August 28, 2017 12:49 PM
To: Mayor Michael Vandersteen
Cc: Chad Pelishek
Subject: representatives to the MNLC from King Park

Good Afternoon,



The King Park Neighborhood Association held their election meeting on August 16. The newly elected board has elected its officers, adopted Articles of Organization and appointed representatives to the MNLC.

Representatives to the MNCL are as follow:

Primary: Scott Hanson shanson@cardinalenvironmental.com

Alternate: Grazia Perrella graziaperrella@jps.net

Please have the proper steps taken to acknowledge these two representatives and also add them to the mailing list for future MNLC meetings.

Thanks,

Penny Weber
Sheboygan Neighborhood Pride
King Park Neighborhood Association mentor
plweber@charter.net
920-698-0358

Richards, Susan

From: Ray Haen <rhaen@quasius.com>
Sent: Tuesday, September 26, 2017 7:05 PM
To: Richards, Susan
Subject: Water Utility Board of Directors

I would like to run for another term on the Sheboygan Water Utility Board of Directors. I was initially elected to the board in April of 2006. I have served continuously since then.

Please consider this request to be elected for another 3 year term.

Thank you for your time and consideration.

I look forward to your response.

Sincerely,
Ray Haen

VIII

R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. October 2, 2017.

Your Committee to whom was referred Res. No. 76-17-18 by Alderperson Wolf authorizing the appropriate City officials to execute a Long-Term Stormwater Management Maintenance Agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project; recommends the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

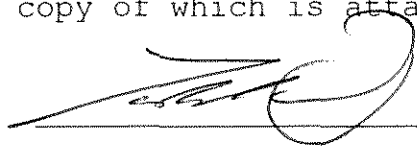
III

6.3

Res. No. 76 - 17 - 18. By Alderperson Wolf. September 18, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a Long-Term Stormwater Management Maintenance Agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Long-Term Stormwater Management Maintenance Agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project, a copy of which is attached hereto.



*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

LONG-TERM STORMWATER MANAGEMENT
MAINTENANCE AGREEMENT

SITE NAME

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

PROPERTY LEGAL DESCRIPTION

EASEMENT #1

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

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

EASEMENT #2

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

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

RETURN TO:

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

Parcel Ident. No.

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

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing premises, the previous cooperation between the parties in constructing the storm sewer infrastructure referred to in this agreement, and the mutual covenants contained herein, the parties hereby agree that each party shall be responsible for the inspection, maintenance, and repair of those portions of the storm sewer infrastructure pursuant to the same provisions as contained in the cost sharing agreement between the City of Sheboygan and the Town of Wilson dated December 4, 2014, and more fully set forth in the Abacus proposal dated October 2, 2014 referred to therein, and as graphically described in the attached map entitled "Cost Sharing Plan."

CITY OF SHEBOYGAN

By:

Title

Date

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

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

Notary Public
State of Wisconsin
My commission _____

TOWN OF WILSON

By:

Title

Date

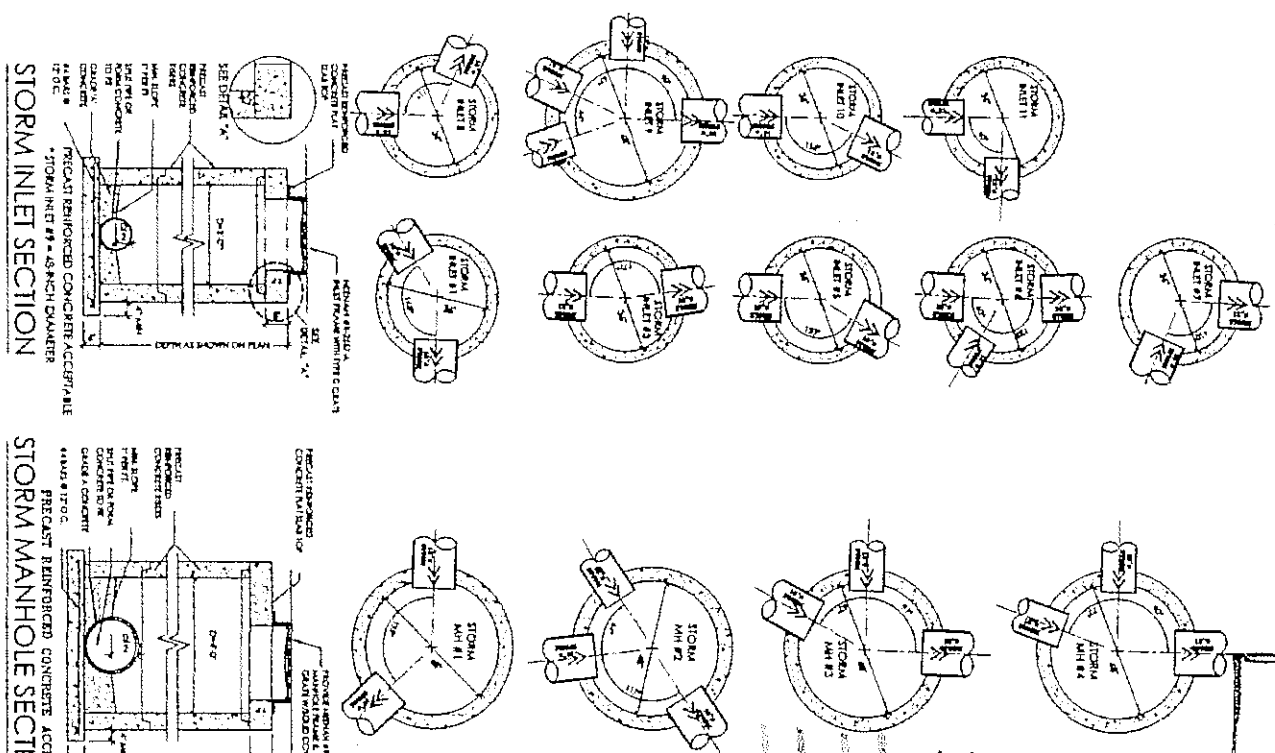
STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

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

Notary Public
State of Wisconsin
My commission _____

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

COST SHARING PLAN

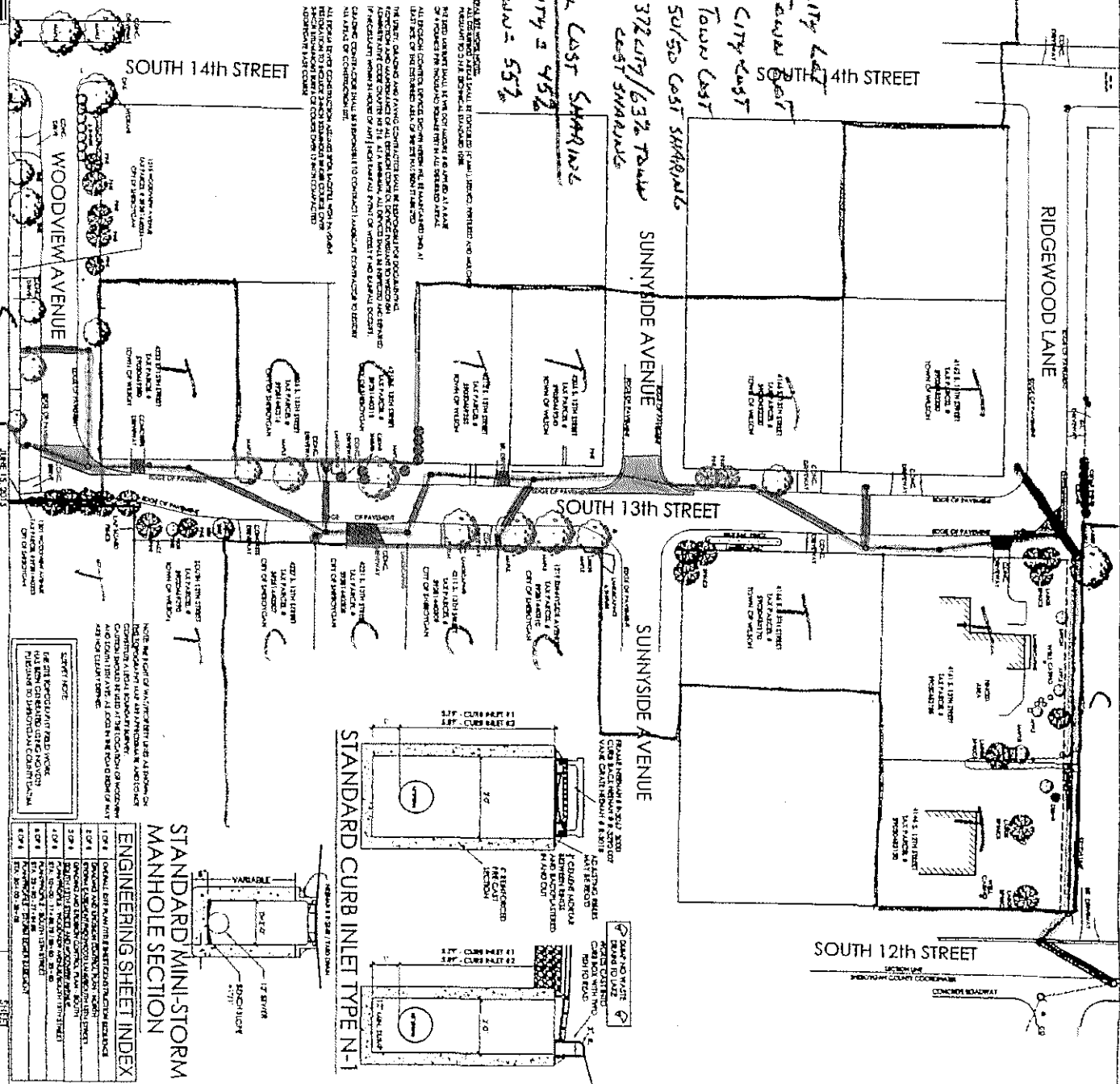


RECAST REINFORCED CONCRETE ACCEPTABLE
 STORM INLET SECTION
 *STORM INLET #3 - 48-INCH DIAMETER

RECAST REINFORCED CONCRETE ACCEPTABLE
 STORM MANHOLE SECTION

$C = \text{CITY COST}$
 $T = \text{TOWN COST}$
 $\text{CITY COST} = \text{TOWN COST}$
 $\text{TOWN COST} = 50/50 \text{ COST SHARING}$
 $\text{CITY COST} = 372 \text{ CITY} / 63\% \text{ TOWN}$
 $\text{CITY COST} = 597$

- GENERAL NOTES:
1. ALL TRENCHES SHALL BE OPENED AT THE CORRECT LOCATION AND WIDTH AS SHOWN ON THE SPECIAL DRAWINGS.
 2. ALL TRENCHES SHALL BE 18" DEEP UNLESS OTHERWISE NOTED.
 3. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 4. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 5. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 6. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 7. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 8. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 9. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.
 10. ALL TRENCHES SHALL BE PROTECTED BY THE INSTALLATION OF CURBS AND GUTTERS.



STANDARD MINI-STORM MANHOLE SECTION

ENGINEERING SHEET INDEX

NO.	DESCRIPTION
101	STANDARD MINI-STORM MANHOLE SECTION
102	STANDARD CURB INLET TYPE N-1
103	STANDARD CURB INLET TYPE N-1
104	STANDARD CURB INLET TYPE N-1
105	STANDARD CURB INLET TYPE N-1
106	STANDARD CURB INLET TYPE N-1
107	STANDARD CURB INLET TYPE N-1
108	STANDARD CURB INLET TYPE N-1
109	STANDARD CURB INLET TYPE N-1
110	STANDARD CURB INLET TYPE N-1

DESIGNED BY: [Blank]

SCALE: HORIZ. 1" = 40'

AAI ENGINEERING

RIDGEWOOD LANE, SOUTH 13th STREET AND WOODVIEW AVENUE RIGHT OF WAY

TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

ABACUS ARCHITECTS INC., 11254 WICHITA AVENUE, SHEBOYGAN WISCONSIN 53081 PH: 920-452-4444 FAX: 920-452-9179

PROJECT NO.: 2014.36.1

1 OF 6

III

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE.
October 2, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 170-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends the following licenses be granted:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3280	Family Dollar Stores #5587	2821 N. 15 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1868	Bryant, Kaylynn N.	1322 N. 12 th St.
1866	Catanzaro, Amy J.	3105 N. 25 th St.
0590	Cobb, Mary C.	3201 N. 27 th St.
1873	Fogle, Tom M. (Club)	4222 N. 31 st St.
0340	Jenkins, Joseph A.	1016 Alabama Ave.
6900	Klempke, Ashlee M.	N7945 Spruce Ln., Crivitz
1872	Kraft, Benjamin A.	1320A N. 17 th St.
1869	Leppanen, Martha H.	2638 N. 20 th St.
1867	Roth, Peyton K.	326 Millerville Ave., Howards Grove
1875	Werthmann, Rebecca L.	144 Redtail Dr. #2, Sheboygan Falls
0601	Wirt, Shannon M.	1212 N. 17 th St.
0195	Woods, Braden M.	1340 Pershing Ave.
1878	Wright, Michelle E.	40 N. Hiawatha Cir.
1874	Wunsch, Lois J.	2107 Lake Aire Dr.

Consent

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1870	Staudinger, Edward G.	2113 N. 40 th St.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

~~VI~~

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. October 2, 2017.

Your Committee to whom was referred R. O. No. 165-17-18 by City Clerk submitting a communication by Dolcye Johnson submitting financial documents pertaining to the Fire Department; recommends the document be accepted and filed.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

5.8

R. O. No. 165 - 17 - 18. By CITY CLERK. September 18, 2017.

Submitting a communication by Dolcye Johnson submitting financial documents pertaining to the Fire Department.

*Public Safety
accept + file*

City Clerk

Submitted as a communication to the
Council by Aolege Johnson

SEP 11 '17 AM 9:45



05/30/2017 13:47
buss

CITY OF SHEBOYGAN
YEAR-TO-DATE BUDGET REPORT

P 1
glytdbud

FOR 2016 12

ACCOUNTS FOR: 280 AMBULANCE FUND		TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
ORIGINAL APPROP							
150 FINANCE							
28015100 461101	INTEREST ON INVESTMENTS	0.00	0.00	-543.97	0.00	543.97	100.0%
	TOTAL FINANCE	0.00	0.00	-543.97	0.00	543.97	100.0%
220 FIRE DEPARTMENT							
28022500 431246	STATE GRANT	-9,961.00	0.00	-9,461.36	0.00	-499.64	95.0%*
28022500 442636	AMBULANCE	-1,224,996.00	0.00	-1,003,707.78	0.00	-221,288.22	81.9%*
28022500 469106	SALE OF PROPERTY	0.00	0.00	-13,411.26	0.00	13,411.26	100.0%
28022500 493505	LEASING PROCEEDS	0.00	0.00	-664,000.00	0.00	664,000.00	100.0%
28022500 510110	FULL TIME SALARIES - REGULAR	226,586.00	0.00	226,586.00	0.00	-7,100.62	103.1%*
28022500 510111	FULL TIME SALARIES - OVERTIME	5,000.00	0.00	5,000.00	0.00	-4,436.88	188.7%*
28022500 510311	MEDICARE	3,389.00	0.00	3,389.00	0.00	112.62	96.7%
28022500 510320	WI RETIREMENT FUND	30,490.00	0.00	32,265.86	0.00	-1,775.86	105.8%*
28022500 510340	HEALTH INSURANCE	59,856.00	0.00	60,361.20	0.00	-505.20	100.8%*
28022500 510350	DENTAL INSURANCE	4,428.00	0.00	4,450.92	0.00	-22.92	100.5%*
28022500 510360	LIFE INSURANCE	144.00	0.00	100.29	0.00	43.71	69.6%
28022500 510400	WORKERS COMPENSATION	2,856.00	0.00	2,856.00	0.00	0.00	100.0%
28022500 521900	CONTRACTED SERVICES	111,000.00	0.00	76,503.26	0.00	34,496.74	68.9%
28022500 522110	VEHICLE MAINTENANCE	5,368.00	0.00	5,368.00	0.00	-1,976.74	136.8%*
28022500 525125	MOBILE TELEPHONE	780.00	0.00	780.00	0.00	325.86	58.2%



05/30/2017 13:47
buss

CITY OF SHEBOYGAN
YEAR-TO-DATE BUDGET REPORT

P 2
glytdbud

FOR 2016 12

ACCOUNTS FOR: 280 AMBULANCE FUND
ORIGINAL APPROP

	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
28022500.526130	TRAINING & EDUCATION					
2,000.00	0.00	2,000.00	931.90	0.00	1,068.10	46.6%
28022500.528150	VEHICLE RENTAL					
106,456.00	0.00	106,456.00	106,455.75	0.00	0.25	100.0%
28022500.530215	MEDICAL SUPPLIES					
65,000.00	0.00	65,000.00	59,662.46	0.00	5,337.54	91.8%
28022500.530230	GASOLINE					
20,000.00	0.00	20,000.00	14,120.26	0.00	5,879.74	70.6%
28022500.530256	SAFETY EQUIPMENT					
6,500.00	0.00	6,500.00	168.75	0.00	6,331.25	2.6%
28022500.540215	GEN. PUB. OFFICIALS & AUTO					
2,000.00	0.00	2,000.00	1,968.00	0.00	32.00	98.4%
28022500.641100	VEHICLES					
0.00	0.00	0.00	664,000.00	0.00	-664,000.00	100.0%+
TOTAL FIRE DEPARTMENT						
-583,104.00	0.00	-583,104.00	-412,536.99	0.00	-170,567.01	70.7%
800 INTERGOVERNMENTAL						
28081100.811101	INTERFUND EXP-GENERAL FUND					
583,104.00	0.00	583,104.00	475,704.58	0.00	107,399.42	81.6%
TOTAL INTERGOVERNMENTAL						
583,104.00	0.00	583,104.00	475,704.58	0.00	107,399.42	81.6%
TOTAL AMBULANCE FUND						
0.00	0.00	0.00	62,623.62	0.00	-62,623.62	100.0%
TOTAL REVENUES						
-1,234,957.00	0.00	-1,234,957.00	-1,691,124.37	0.00	456,167.37	
TOTAL EXPENSES						
1,234,957.00	0.00	1,234,957.00	1,753,747.99	0.00	-518,790.99	

Intermedix - Full Year

**Activity for Calls from January 1, 2016 through December 31, 2016
as of 2/1/2017**

Primary Ins Type	Number	%	Gross Billings	Balance	Adjustments	Receipts	%Coll/Adj	
Auto Insurance	43	1.34%	\$36,596.00	\$3,678.00	\$682.16	\$32,235.84	89.95%	
Medicaid	825	25.78%	\$752,175.00	\$36,971.18	\$564,455.68	\$150,748.14	95.08%	
Medicare	1494	46.69%	\$1,455,259.50	\$251,332.06	\$749,996.02	\$453,637.45	82.73%	
Private Insurance	330	10.31%	\$333,900.50	\$100,935.97	\$5,643.91	\$227,317.72	69.77%	
Self-Pay	487	15.22%	\$463,657.00	\$441,465.00	\$2,952.96	\$19,239.04	4.79%	
Workers Comp	21	0.66%	\$20,580.00	\$769.00	\$404.90	\$19,406.10	96.26%	
Total	3200	100.00%	\$3,062,168.00	\$835,151.21	\$1,324,135.63	\$902,584.29	72.73%	29.475335%

Sheboygan Fire Department Annual Report | 2016

111 - Building fire	61	1.22%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	31	0.62%
118 - Trash or rubbish fire, contained	2	0.04%
131 - Passenger vehicle fire	16	0.32%
138 - Off-road vehicle or heavy equipment fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	7	0.14%
143 - Grass fire	5	0.10%
151 - Outside rubbish, trash or waste fire	1	0.02%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
160 - Special outside fire, other	2	0.04%
162 - Outside equipment fire	7	0.14%
171 - Cultivated grain or crop fire	1	0.02%
211 - Overpressure rupture of steam pipe or pipeline	1	0.02%
251 - Excessive heat, scorch burns with no ignition	3	0.06%
300 - Rescue, EMS incident, other	69	1.38%
311 - Medical assist, assist EMS crew	138	2.76%
320 - Emergency medical service, other	7	0.14%
321 - EMS call, excluding vehicle accident with injury	3506	70.02%
322 - Motor vehicle accident with injuries	133	2.66%
323 - Motor vehicle/pedestrian accident (MV Ped)	18	0.36%
324 - Motor vehicle accident with no injuries.	24	0.48%
331 - Lock-in (if lock out, use 511)	11	0.22%
341 - Search for person on land	2	0.04%
352 - Extrication of victim(s) from vehicle	5	0.10%
353 - Removal of victim(s) from stalled elevator	6	0.12%
356 - High-angle rescue	2	0.04%
361 - Swimming/recreational water areas rescue	2	0.04%
381 - Rescue or EMS standby	8	0.16%
400 - Hazardous condition, other	2	0.04%
411 - Gasoline or other flammable liquid spill	16	0.32%
412 - Gas leak (natural gas or LPG)	27	0.54%
413 - Oil or other combustible liquid spill	13	0.26%
420 - Toxic condition, other	1	0.02%
422 - Chemical spill or leak	29	0.58%
424 - Carbon monoxide incident	21	0.42%
441 - Heat from short circuit (wiring), defective/worn	2	0.04%
442 - Overheated motor	5	0.10%
444 - Power line down	6	0.12%
445 - Arcing, shorted electrical equipment	7	0.14%
451 - Biological hazard, confirmed or suspected	4	0.08%
463 - Vehicle accident, general cleanup	3	0.06%
500 - Service Call, other	2	0.04%
511 - Lock-out	45	0.90%
512 - Ring or jewelry removal	3	0.06%

IX

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY COMMITTEE. October 2, 2017.

Your Committee to whom was referred Gen. Ord. No. 16-17-18 by Alderpersons Schneider, Bohren and Belanger amending Chapter 70, Article VII, Division 2 of the Municipal Code so as to permit the discharge of weapons in certain rural portions of the City so that hunting may be permitted in those portions of the City where it would be appropriate, to ban the feeding of deer for hunting purposes or otherwise, and to bring the Municipal Code up to date with regard to various changes to state law related to the carrying of weapons; recommends passing the Ordinance.

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~IX~~

6.4

Gen. Ord. No. 16 - 17 - 18. By Alderpersons Schneider, Bohren and Belanger. September 5, 2017.

AN ORDINANCE amending Chapter 70, Article VII, Division 2 of the Municipal Code so as to permit the discharge of weapons in certain rural portions of the City so that hunting may be permitted in those portions of the City where it would be appropriate, to ban the feeding of deer for hunting purposes or otherwise, and to bring the Municipal Code up to date with regard to various changes to state law related to the carrying of weapons.

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

Section 1. Division 2 of Article VII of Chapter 70 of the Municipal Code entitled "Weapons" is hereby repealed and recreated so as to read as follows:

"Sec. 70-251. - Discharging and Carrying Weapons.

(a) PROHIBITED. No person, except an authorized police officer, shall discharge any firearm, spring gun or air gun within the City. This prohibition shall not apply to a shotgun, muzzle loader, bow, crossbow, or other like weapons or instruments, air rifle, pellet gun, or like instruments, provided the use thereof complies with the requirements of subsections (d)(1) through (3) below.

(b) PERMITTED. Any person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm or facsimile firearm, on any public street, sidewalk, boulevard, boardwalk, alley, public parking lot, or park if he or she complies with this section or the Wisconsin Statutes and Administrative Code sections specifically adopted under this section, with the exception of the following:

(1) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm, within any public building owned by the City, unless said person is permitted to do so pursuant to the provisions of §941.235, Wis. Stats.

(2) Notwithstanding the provisions of subsection (1), no employee of the City of Sheboygan person may possess, carry, or bear any weapon, knife, or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm, within any public building owned by the City, if doing so is a

*Pub. Safety
approve*

violation of a City policy adopted in light of §175.60(15m), Wis. Stats.

(3) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm within any public building or athletic field owned by the Sheboygan Area School District, unless such person is permitted to do so pursuant to the provisions and exceptions contained in §948.605, Wis. Stats., and §948.61, Wis. Stats.

(4) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm within any premises for which a Class "B" or "Class B" license or permit has been issued by the City pursuant to Ch. 125, Wis. Stats. This subsection shall not apply to a peace officer, a Wisconsin CCW licensee, a qualified out-of-state licensee, a qualified out-of-state law enforcement officer, or other person specifically excepted by the provisions of §941.237(3), Wis. Stats., so long as said person does not consume alcohol on the Class "B" or "Class B" premises. Active and former officers may consume alcohol on Class "B" or "Class B" premises if they are not under the influence and if the premise is not posted otherwise.

(5) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm in or on school grounds or within 1,000 feet from the grounds of a school, if doing so is a violation of §948.605, Wis. Stats.

(6) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm while any such person is under the influence of an intoxicant or a detectable amount of a restricted controlled substance.

(7) If the firearm is a facsimile firearm, no person may openly possess, carry, or display any facsimile firearm under circumstances that could reasonably be expected to alarm, intimidate, threaten or terrify another person.

(8) Notwithstanding the provisions of this section, no person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm in violation of any state statute.

(c) REMOVAL FROM PROPERTY. If a property owner or tenant objects to any individual carrying a weapon, knife or firearm and does not wish to allow individuals to exercise the right to carry weapons, knives or firearms within their establishment and makes a complaint to the Police Department to remove the individual from the property and the individual refuses, the individual may be removed against their will.

(d) CONDITIONS OF DISCHARGE WITHIN THE BOUNDARIES OF THE CITY. A shotgun, muzzle loader, bow or crossbow, or other like weapon or instrument may be discharged within the boundaries of the City, but only under the following conditions and regulations:

(1) Shotguns, muzzle loaders, or like weapons or instruments designed and used to propel a single slug, multiple pellets or "shot" may only be discharged in the City where not prohibited by this ordinance, and then according to the following regulations. No such weapons or instruments shall be discharged on or onto lands less than 200 yards from the boundary of an adjacent platted subdivision. In addition, no such weapons or instruments shall be discharged within 100 yards from a habitable building on any other adjacent property, unless the owner of such adjacent property or habitable building has given written permission to be closer. In no case shall such weapons or instruments be discharged in a direction that could result in the projectile landing on or flying over any adjacent properties unless the owner(s) of such adjacent properties have given written permission to do so.

(2) Bows, crossbows, or other like weapons or instruments designed and used to propel an arrow, dart or other similar missiles may only be discharged in the City where not prohibited by this section, and then only within the following regulations. No such weapons or instruments shall be discharged on or onto land less than 100 yards from the boundary of an adjacent platted subdivision. In addition, no such weapons or instruments shall be discharged within 100 yards from a habitable building on any other adjacent property, unless the owner of such adjacent property or habitable building has given written permission to be closer. In no case shall such weapons or instruments be discharged in a direction that could result in the projectile landing on or flying over any adjacent properties unless the owner(s) of such adjacent properties have given written permission to do so.

(3) Prohibited Areas. No instrument referred to in subsections (1) and (2) above shall be discharged on parkland, or on land not owned by the person unless written permission has been obtained.

(e) POSSESSION OF FIREARMS AND WEAPONS BY MINORS PROHIBITED. No parent, guardian, or other adult person having legal custody of a child under the age of 16 years shall permit such minor to have in his/her possession and control for use within the City any firearm or other dangerous weapon as enumerated in subsection (a).

(f) SALE OF FIREARMS AND WEAPONS.

(1) Sale to Minors. No person shall sell or give away to any child under the age of 16 any sling shot, blow gun, bean shooter, air gun, pellet gun, dart gun, or bow and arrow.

(2) Records. Any person selling firearms or other deadly weapons shall keep a record of the sale thereof, and such list shall be open to inspection by the Police Department. Such record shall include the name, address, age and birth date of the purchaser and the article purchased.

(g) STATE PROVISIONS ADOPTED. The City adopts those provisions of the Wisconsin Statutes and the Administrative Code related to dangerous weapons and concealed weapons, as well as such provisions of the Wisconsin Statutes and the Administrative Code enumerated under and within subsection (b) above, as from time to time amended by the Wisconsin Legislature, together with all definitions of relevant terms and all exceptions contained in such provisions, as if fully set forth at length in this section.

Sec. 70-252. Confiscation.

All weapons carried by any person who shall have been convicted of carrying, concealed about his person, such weapons in violation of the provisions of this division within the limits of the city shall be confiscated by the city."

Section 2. Section 18-13 of the Municipal Code, previously repealed, is hereby recreated to read as follows:

"Sec. 18-13. Feeding of Deer.

(a) Feeding of Deer Prohibited. It shall be unlawful for any person to place any feed such as salt, minerals, grain, fruit, vegetable material, sunflower seeds, deer suckers, or any other type of feed, on any public or private property for the purpose of enticing whitetail deer into any specific location in the City except as otherwise provided herein.

(b) Rebuttable Presumptions. There shall be a rebuttable presumption that either of the following acts are for the purpose of feeding whitetail deer.

(1) The placement of salt, minerals, grain, fruit, vegetable material, sunflower seeds, or deer suckers in an aggregate quantity of greater than one-half gallon at the height of less than six (6) feet off the ground.

(2) The placement of salt, minerals, grain, fruit, vegetable material, sunflower seeds, or deer suckers in an aggregate quantity of greater than one-half gallon in a drop feeder, automatic feeder or similar device regardless of the height of the salt, minerals, grain, fruit, vegetable material, sunflower seeds, or deer suckers.

(c) Exemptions. This section shall not apply to the following situations:

(1) Naturally growing grain, fruit or vegetable material, including gardens and residue from lawns, or gardens and other vegetable materials maintained as a mulch or compost pile;

(2) Unmodified commercially purchased bird feeders or their equivalent;

(3) Deer management practices approved, authorized, and sponsored on a temporary basis by the Common Council."

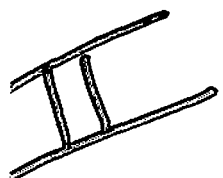
Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Susang Pheochud
~~John B.~~
James A. Bohre

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



R. O No. _____ - 17 - 18. By CITY ADMINISTRATOR. October 2, 2017.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2018 and outstanding debt as of December 31, 2017 is submitted for your information.

Lies Over

City Administrator

2018 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2017	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2018
General Fund	\$22,039,439	\$20,725,422	\$16,240,705	\$37,001,007	\$22,004,559
Special Revenue	1,569,524	7,023,316	2,445,829	9,489,534	1,549,135
Debt Service	7,861,102	5,473,709	3,196,889	8,597,472	7,934,228
Capital Improvements	8,100,665	24,006,609	929,507	29,817,080	3,219,701
Enterprise	68,619,644	20,794,976	511,547	24,128,782	65,797,385
Internal Service	16,262,431	11,390,231	0	12,035,936	15,616,726
Fiduciary	2,194,577	17,264	0	2,000	2,209,841
Total	\$126,647,382	\$89,431,527	\$23,324,477	\$121,071,811	\$118,331,575

**CITY OF SHEBOYGAN
OUTSTANDING DEBT AS OF DECEMBER 31, 2017**

Date of Issue	Date of Maturity	Outstanding Jan. 1, 2017	Issued 2017	Payments 2017	Outstanding Dec. 31, 2017
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GENERAL OBLIGATION BONDED DEBT

G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,025,000		300,000	6,725,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	4,855,000		650,000	4,205,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018	1,595,000		795,000	800,000
G.O. Refunding Bonds - 2016C	8/25/2016	10/1/2022	2,720,000	-	500,000	2,220,000
Total General Obligation Bonded Debt			\$ 16,195,000	\$ -	\$ 2,245,000	\$ 13,950,000

GENERAL OBLIGATION LONG TERM NOTES

DNR Seawall Loan	12/23/2002	12/15/2023	480,774		80,129	400,645
DNR Land Recycling Loan	4/14/2004	5/1/2023	278,758		39,822	238,936
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	885,000		210,000	675,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	2,910,000	-	460,000	2,450,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024	3,160,000		785,000	2,375,000
G.O. Promissory Notes - 2016A	4/20/2016	10/1/2025	3,400,000	-	475,000	2,925,000
G.O. Promissory Notes - 2016B	4/20/2016	10/1/2025	7,525,000	-	765,000	6,760,000
G.O. Promissory Notes - 2017A	5/15/2017	4/1/2027		5,000,000		5,000,000
Total General Obligation Notes			\$ 18,639,532	\$ 5,000,000	\$ 2,814,951	\$ 20,824,581

MORTGAGE NOTES

SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
TOTAL DEBT OUTSTANDING			\$ 35,059,532	\$ 5,000,000	\$ 5,059,951	\$ 34,999,581

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of the Town of Wilson v
City of Sheboygan, Sheboygan County Case No. 2017CV490.

City Clerk

*Finance +
Personnel*



SEP 21 '17 PM 3:48

September 21, 2017

VIA HAND DELIVERY

City Clerk Susan Richards
City of Sheboygan
828 Center Ave, Suite 100
Sheboygan, WI 53081

Re: **Town of Wilson v. City of Sheboygan**
Sheboygan County Case No. 2017CV490

Dear Ms. Richards:

Enclosed please find the following, which are being formally served via process per the request of City Attorney Adams:

- Authenticated Summons and Complaint
- Electronic Filing Notice
- Appendix to Complaint (Exhibits A – I)
- Motion for Temporary Injunction
- Exhibit A to Motion
- Brief in Support of Motion for Temporary Injunction
- Exhibit 1 to Brief

Very Truly Yours,

SORRENTINO BURKERT RISCH LLC

Michael D. Huitink
mhuitink@sbrlaw.us

FILED
09-18-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON
5935 S. Business Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to the above-named Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, Clerk of Circuit Court, 615 North 6th Street, Sheboygan, Wisconsin, 53081 and to Michael D. Huitink, Plaintiff's attorney, whose address is Sorrentino Burkert Risch LLC, 675 North Barker Road, Suite 300, Brookfield, Wisconsin 53045. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you and for the award of money or other legal action requested in the complaint,

and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: 

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

FILED
09-18-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON
5935 S. Business Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. _____
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CITY OF SHEBOYGAN
828 Center Avenue
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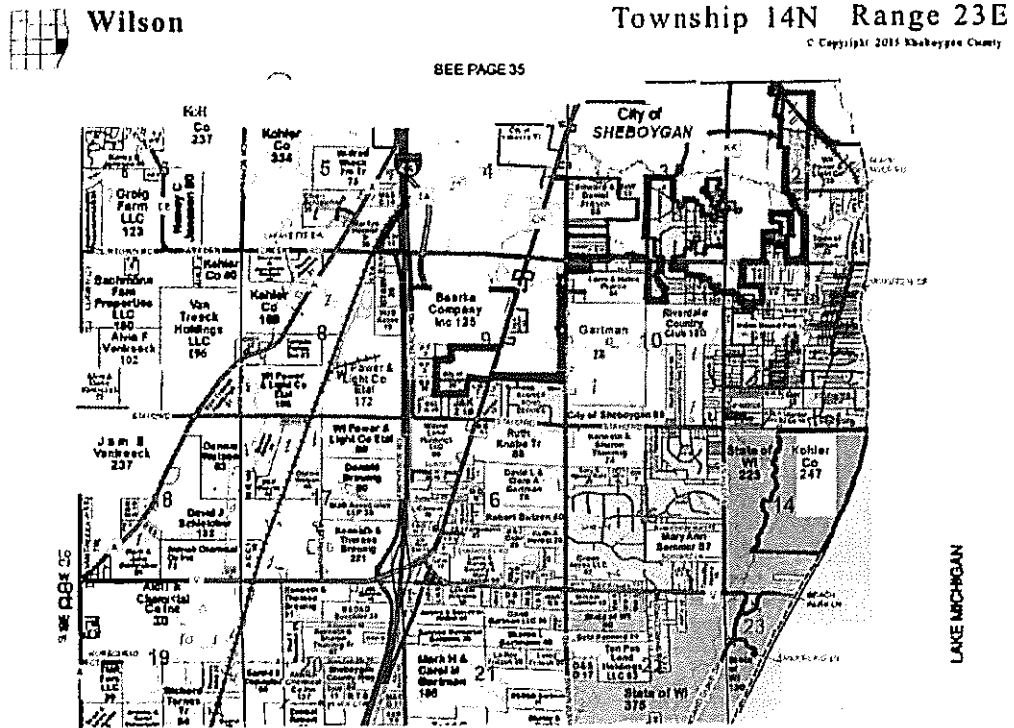
VERIFIED COMPLAINT

The Town of Wilson (the "Town"), through its counsel, states for its Complaint against the City of Sheboygan ("Sheboygan") as follows:

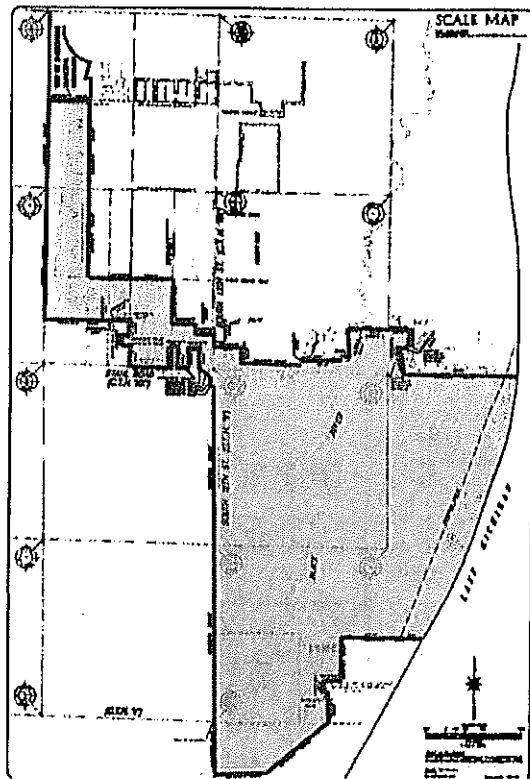
INTRODUCTION

1. Sheboygan has improperly annexed land from the Town. Sheboygan, at the behest of and in cooperation with Kohler Co. ("Kohler"), has reached more than a mile beyond its border to annex approximately 250 acres of land in the Town, on which Kohler wants to develop a golf course. This annexation was sprung on the Town without notice, and while it was waiting for Kohler to complete its pending Conditional Use Permit ("CUP") application with the Town for this development – something that Kohler initiated in 2014, but has yet to complete. And, immediately upon annexation, Sheboygan rezoned the land to High Density Single Family Residential ("SR-5") which allows up to five residences per acre in the midst of the Town, in spite of that being in violation of both the Town and city land use.

2. Kohler's land – the site of the proposed golf course and the target of the annexation – cannot be annexed on its own, as it falls squarely within the Town is not contiguous to Sheboygan:

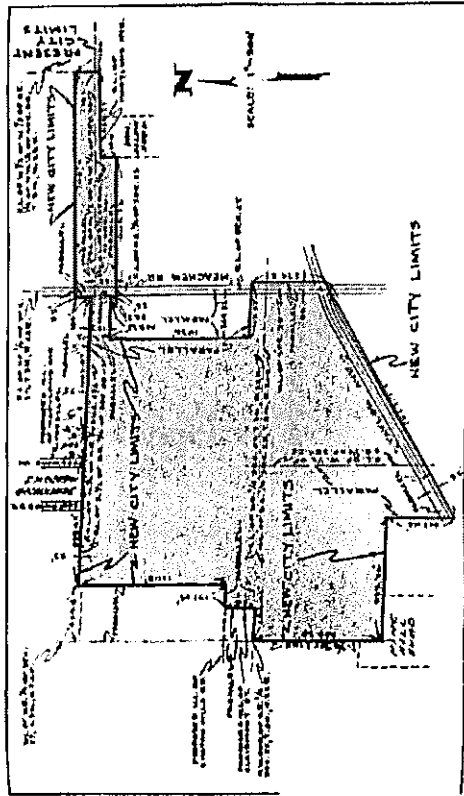


3. Sheboygan improperly reached to this land via an irregularly-shaped annexation – commonly referred to as a “balloon-on-a-string” or “gerrymandered” annexation – in which targeted land is “connected” to a city through a gerrymandered, narrow “string” of land that is contrived solely to create a small border with a city:

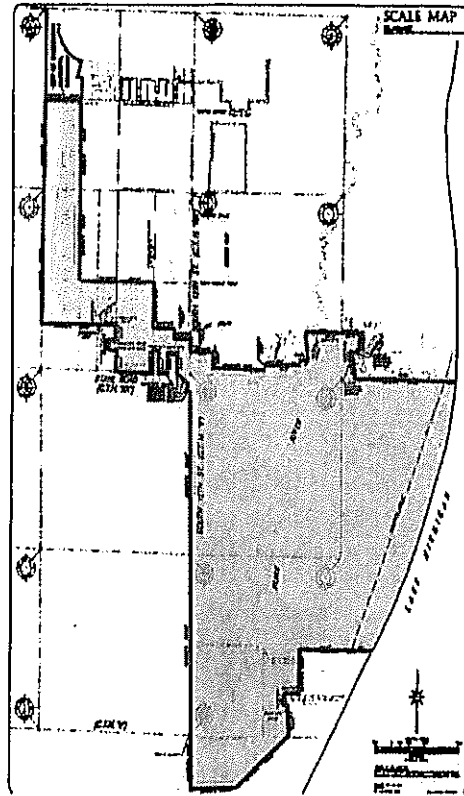


4. This annexation is improper. This type of annexation must involve land contiguous to a city, and the Wisconsin Supreme Court long ago rejected as improper a virtually identical annexation configuration in its seminal *Mt. Pleasant* decision:

Mt. Pleasant



This Case



The annexed property is largely rural, includes the most natural land in the area, is not homogenous with Sheboygan's urban landscape, can be more than capably serviced by the Town, and was never the subject of an annexation request by Kohler until it, apparently, wished to avoid the Town and County's government, rules, and decision making by having Sheboygan take the land.

5. The Town and its residents have been circumvented, and now have no vote or representation in the Sheboygan government that is making decisions for this land in their midst. To protect its autonomy, its residents and its future, the Town now seeks a declaration from this Court that Sheboygan's annexation is improper and void, as well as temporary and permanent

injunctive relief to preserve the *status quo* and prevent irreparable harm from this improper annexation.

PARTIES TO THE ACTION

6. The Town of Wilson (the “Town”) is a town located within Sheboygan County.
7. The City of Sheboygan (“Sheboygan”) is a city located within Sheboygan County.

BACKGROUND FACTS

The Land at Issue

8. The Kohler family, now Kohler, owns approximately 250 acres of undeveloped, natural land in the Town along the shore of Lake Michigan and adjacent to the Kohler-Andrae state park. Since approximately 1927, the land has been preserved as a forest and wildlife refuge, with various portions of the land given, at times, to the state for that purpose. Included in the Appendix as Exhibit A is a true and correct illustration of this Kohler-owned land.

9. The land is located completely within the Town of Wilson, and is more than a mile from Sheboygan.

10. The Town, like other Wisconsin municipalities, has a comprehensive development plan, which it began in 1997. In its comprehensive plan, the Town designates the Kohler land as “Park and Open” space, which was re-affirmed by Kohler in 2009.

11. The Town also has ordinances protecting its environment and the more rural, natural state of much of its land. This includes, without limitation, Town ordinances include a mature set of land use and zoning ordinances appropriate to the subject and surrounding lands which differ from ordinances in Sheboygan and other urban areas.

Kohler Proposes a Golf Course for the Town’s Consideration

12. In or about 2011, Kohler proposed to the Town a project known as the “Tented Forest Project,” whereby Kohler’s approximate 250 acres of land along Lake Michigan would be

developed into an upscale, but very low intensity camping site as a “permitted” (undeniable) use in this parcel (Town) zoned as P-1 (Parks and open space).

13. In March, 2014, while Kohler’s Tented Forest proposal was pending, Kohler informed the Town it no longer wished to move forward with the Tented Forest Project, and that it had a new proposal for the land – a golf course.

14. On March 24, 2014, the Town received from Kohler an initial, incomplete application for a CUP application to develop the Kohler Land into a golf course.

15. On April 7, 2014, Kohler introduced the golf course proposal to the public at a Town Plan Commission meeting.

16. On July 16, 2014, the Town held a public meeting to obtain public comment on Kohler’s proposal.

17. On that same date, the Town and Kohler agreed to an indefinite extension for Kohler to complete the environmental and other studies required to proceed with the CUP.

18. This included the Town deferring to the Wisconsin Department of Natural Resources (“DNR”) and the United States Army Corp. of Engineers (“ACOE”) to evaluate Kohler’s proposals, utilizing the DNR’s expertise, objectivity and resources.

19. Over the course of the next two years, the Town waited for Kohler to complete its work and obtain necessary DNR, ACOE, and other permissions and permits.

20. During this time, and in consultation with Kohler, the Town retained consultants from three independent and reputable engineering firms to evaluate Kohler’s CUP, when completed; to provide input to the Town as to compliance with the Town’s environmental and other ordinances, and to provide guidance on the impact of Kohler’s proposals on the Town and its residents; and to provide input from the Town to the DNR, the ACOE, and other governmental

bodies as they evaluated the project.

21. The Town consulted and worked with Kohler throughout this process. For example, when Kohler objected to one of the Town's proposed consulting firms as "biased" against Kohler, the Town consented to the objection and hired a different consulting firm recommended by Kohler.

22. In 2016, the Town and Kohler began negotiating an agreement for the Town to be reimbursed for expenses incurred in the evaluation process.

23. During this time (2014 through 2016, and into 2017) Kohler did not express any concerns about the Town's financial stability or its ability to deliver services to the golf course. Kohler's own proposals included, for example, using well water within the Town for the proposed course. Included in the Appendix as Exhibit B is a true and correct Kohler document relating to the golf course development, which states "potable water and irrigation water will be from onsite wells."

24. The Town's water supply has been sufficient for even heavy industry, the Town has had sanitary sewer services available to the land since 1988 (which lies in Town Sanitary District #1), and another golf course – Riverdale Country Club – has operated successfully in the Town for over 80 years.

25. As of June 24, 2016, Kohler had still not completed its CUP application.

26. On June 24, 2016, the Town sent Kohler correspondence clarifying that the CUP was still incomplete, and identifying areas that still needed to be completed.

27. Kohler's work to obtain the necessary federal and state approvals and complete its work continued into 2017.

28. On February 27, 2017, Kohler's attorney informed the Town Board Chairman, John

Ehmann, that Kohler was ready to complete its application to the DNR as soon as March or April, 2017.

29. As of April, 2017, the Town was waiting for this promised completion, including with consultants paid and ready to evaluate Kohler's proposal.,

30. To date, to the best of the Town's knowledge, Kohler has not yet completed supply of information required by the DNR.

Kohler Seeks Annexation from Sheboygan

31. On April 28, 2017, to the complete shock of the Town Board, which was waiting for the completed CUP, Kohler published an annexation petition, requesting that Sheboygan non-unanimously annex land within the Town.

32. This petition included the Kohler land that was more than a mile from Sheboygan's border.

33. At no time prior to this announcement had Kohler given the Town any notice or warning that it was going to petition for a non-unanimous annexation.

34. And, as of April 28, 2017, Kohler's had not expressed a need or desire for annexation or municipal service.

35. A non-unanimous annexation, if granted, forces certain Town property owners to be subject to an annexation to Sheboygan and, as such, has certain requirements and safeguards including:

- a. A requirement that the annexed land be contiguous with Sheboygan, the annexing city;
- b. Be signed by at least as many electors as 50% of the votes cast in the last gubernatorial election from the land sought to be annexed; and

- c. Contain signatures from either one-half of the land within the territory, or one-half of the assessed value within the territory.

36. Kohler's land on which the golf course was proposed is not contiguous with Sheboygan and, therefore, cannot be annexed by Sheboygan on its own.

37. While Kohler was purportedly working with the Town and completing its CUP, Kohler was clandestinely designing a plan for this type of annexation by Sheboygan.

38. Beginning in 2016, Kohler concocted a more-than-mile-long "string" of land to connect its land to Sheboygan, which was carefully constructed to appear to meet the minimum requirements for an annexation.

39. Utilizing Kohler employees or agents, Kohler clandestinely purchased two properties in the Town of Sheboygan -- 5721 Sherwood Dr. (purchased January 17, 2017) and 131 Zientek Lane (purchased April 7, 2017) -- both of which lay between Kohler's Town land and Sheboygan.

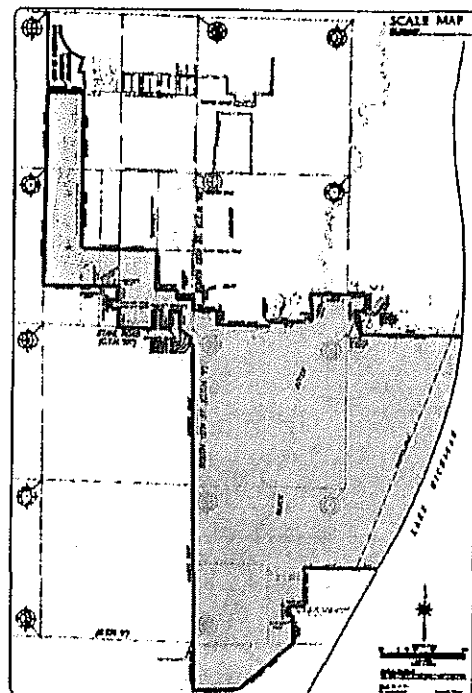
40. Kohler then rented the properties to its employees or agents.

41. Kohler used the properties to create a "string" of land to connect its proposed golf course to Sheboygan:

- a. Kohler designed a pathway -- or "string" of land -- that included 5721 Sherwood Dr. and 131 Zientek Lane, but which excluded adjacent identical land in a manner to ensure that those properties were sufficient, when combined with its golf course land, to satisfy the minimum elector and assessed-value requirements of the statute.
- b. Kohler included state park land in the annexation petition, which represented a substantial portion of land but added "zero" assessed-value to

- be counted under the statute and has no electoral representation.
- c. Kohler shaped the “string” to avoid other properties with owners that opposed annexation, or other impediments to the annexation requirement.
 - d. Kohler constructed the “string” to end on a property with a small border with Sheboygan, allowing it to claim the annexation was “contiguous” Sheboygan.

42. This resulted in a “balloon-on-a-string” and gerrymandered shape for the proposed annexation, which contained a small border with Sheboygan at the end its “string”:



43. Kohler constructed this “string” solely to connect its land to Sheboygan for the purpose of annexation.

44. Dirk Willis, group director of golf for Kohler Co.’s Hospitality and Real Estate Group, issued a written statement, reported by the Milwaukee Business Times: “By state law it must be a connection. It could be 10 feet (wide) or a half mile, it just has to be a connection.”

Included in the Appendix as Exhibit C is a true and correct copy of a Business Times article quoting Mr. Willis.

45. The “string” is as narrow as 190 feet in several locations.

46. The “string” is 5,448 long, and extends more than a mile past Sheboygan’s border before reaching any property for which an owner signed the annexation petition.

47. The “string” divides individual parcels between the Town and Sheboygan, sometimes three ways (Town/Sheboygan/Town).

48. The “string” cuts the town in two, creating a Town island which cuts off the northeast portion of the Town, including the fire department, from the rest of the Town.

49. The string does not provide a straight-line connection to Sheboygan, but irrationally changes directions in ways solely in effect to nominally qualify as a petition:

- a. The “string” starts by appropriating two holes of the Riverdale Country Club, whose owners oppose the annexation and did not sign the petition;
- b. The “string” then proceeds to capture some vacant wetland, and moves further to take portions of additional golf holes from the existing Riverdale Country Club, before hopscotching east over or around several properties;
- c. Finally, the “string” engulfs approximately 230 acres of Kohler-Andrae State Park, before it at last reaches its ultimate goal – the Kohler property on the shore of Lake Michigan. This land has no electors or assessed value representation and was included to make the string appear less contrived and less narrow. It provides the City a connection to land to the West of the Town for which the city has previously announced annexation plans.

50. The “string” includes properties owned by Town residents who do not want to be

annexed into Sheboygan, but who are forced to do so by the petition. This includes, without limitation, a more than 80-year-old man who has lived in the Town for decades, and who does not want to be annexed.

51. The string further annexes partial privately owned parcels such that parts of individual parcels are located in the Town and other parts are located in the City.

52. Town residents who border this proposed annexation have no vote or representation in the Sheboygan government.

Sheboygan Agrees to Annex the Land in Exchange for Money from Kohler

53. As of April, 2017, Sheboygan had not included any of the land in Kohler's annexation proposal as a target for annexation or development in its master comprehensive plan.

54. On April 24, 2017 Sheboygan held a closed session meeting to discuss what was described as a "south-side business presentation."

55. The referenced business presentation was, in fact, Kohler's proposal for annexation.

56. The Town was not given notice of the annexation discussion, and was continuing its work on Kohler's pending CUP.

57. In fact, the Town was continuing work on Kohler's pending CUP which Kohler never indicated they were not intending to complete. Only two days after this meeting (April 26, 2017), the Town's consultant completed its review of Kohler's wetland permit application to the DNR and submitted public input to both the DNR and ACOE on behalf of the Town.

58. On information and belief, Kohler's attorney assisted Sheboygan employees in preparing a Power Point presentation to support the annexation. The presentation included statements that Kohler was to identify the golf course as being "in Sheboygan," and that Kohler

would pay to extend Sheboygan's water lines into the Town via the annexation "string" – each statement was thereafter deleted.

59. Kohler then announced its annexation proposal on April 28.

60. Sheboygan employees assisted Kohler in explaining its justifications for the annexation to the Sheboygan government and/or the Department of Administration ("DOA"), which had to evaluate the petition.

61. In addition, members of the Sheboygan Common Council have financial ties to Kohler through employment of themselves or relatives. Nonetheless, Sheboygan has taken the position that this is not a "conflict of interest".

62. For example, on May 19, 2017, Sheboygan's Steve Sokolowski assisted Kohler with how to write the justifications for the annexation, warning Kohler to "Be Aware, this information will be available for all to see" and warning there would be opposition to the annexation from Town residents who did not want to be annexed.

63. This was done while Sheboygan claimed it did actively seek or advocate for annexations, but simply evaluated them when they were proposed.

64. Kohler and Sheboygan also negotiated a pre-annexation agreement, whereby:

- a. Sheboygan would annex the entire "balloon-on-a-string" configuration, taking control away from the Town;
- b. Kohler would pay to extend Sheboygan's water lines into the Town along the annexation's "string," purportedly because the golf course needed Sheboygan's water, which in fact the city's stated modification is to subsequently extend municipal water even further into the town for future aggressive annexation opportunities; and

- c. Kohler would pay a sum (currently, \$200,000) to reimburse Sheboygan for legal costs to defend any challenge to the annexation.

65. The annexation sets up Sheboygan for future annexations into the Town by extending its water system beyond its border and into the to-be-annexed property at Kohler's expense, and by creating a large, Sheboygan-controlled border with the Town to the west of the golf course, which is "contiguous" to Sheboygan to support future annexations.

Sheboygan and Kohler Lobby the DOA to Recommend the Annexation

66. As required by the annexation process, the annexation petition was submitted to the DOA for evaluation and non-binding recommendation as to whether the annexation was proper and in the public interest.

67. The Wisconsin Supreme Court and the DOA have, for years, rejected "balloon-on-a-string" annexations, annexations that are not homogenous to the bordering area of the annexing city, and annexations that were not consistent with a city's development strategy.

68. For example, in 2012, the DOA rejected a proposed annexation by the City of Stevens Point, as the annexation split the town, "created a functional town island," was "not compact or rational in shape," was not "homogenous with the boundaries of the existing City," and created city-town borders which were "haphazard, confusing, inefficient to serve, and very difficult to correct." Included in the Appendix as **Exhibit D** is a true and correct copy of the DOA's ruling on Petition File No. 13631 regarding this annexation.

69. The DOA's rejections of these types of annexations effectuate, in part, the law and policy set forth by the Wisconsin Supreme Court in *Town of Mt. Pleasant v. City of Racine*, 24 Wis.2d 41, 127 N.W.2d 757 (1964):

Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire

to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Id. at 46.

70. The Town opposed this annexation with the DOA, including as an improperly configured “balloon-on-a-string” annexation that irrationally splits the town for a contrived, *de minimus* border with Sheboygan; as based on a false claim of “need” for City services; and, as taking large portions of undeveloped, natural land that is not homogenous with the south-side of Sheboygan to which the land was purportedly to be annexed. Included in the Appendix as Exhibits E, F and G are true and correct copies of the Town’s submissions to the DOA, with exhibits thereto.

71. Kohler and/or Sheboygan successfully lobbied the DOA to depart from precedent and recommend the annexation.

72. On May 22, 2017, for example, Kohler met with the DOA and other State officials regarding its annexation petition. The Town was excluded from the meeting.

73. Freedom of Information Act requests also revealed communications between Kohler and the current gubernatorial administration to “expedite” DNR permits.

74. The DOA suspended its review and gave Kohler two extensions to file supporting papers for its annexation with no advance notice to the Town, and beyond the statutorily-imposed deadline.

75. On June 8, 2017, the Town received an e-mail from DOA issuing a non-binding recommendation in favor the annexation, and stating as follows:

- a. Land uses within the “balloon-on-a-string” configuration, much of which is

natural, undeveloped land, “*are urban in nature and much more consistent with the developed City lands*” than with the Town;

- b. “The land use proposed by the petitioners is also *urban in nature*”;
- c. This configuration was not sufficiently shaped like or similar to the “balloon-on-a-string” configuration that was rejected in the Supreme Court’s *Mt. Pleasant* case, so it could be recommended.

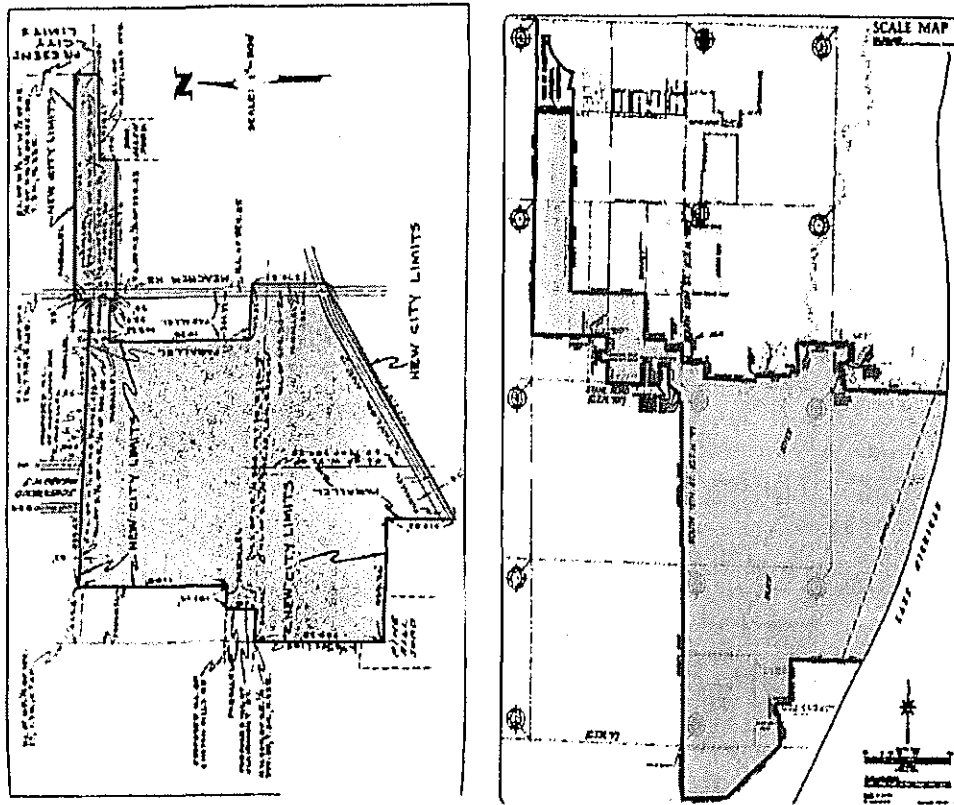
See Exhibit D (emphasis added).

76. The largely natural, undeveloped land in the Town and along the proposed “balloon-on-a-string” configuration – including state park land, forest area, and wetland – is not urban in nature or consistent with “developed City lands.”

77. Nor is the irregular “balloon-on-a-string” configuration in this case different in any material way from the annexation in *Mt. Pleasant*:

Mt. Pleasant

This Case



Sheboygan Annexes the “Balloon-on-a-String” and Rezones the Land for Kohler’s Golf Course

78. On August 7, 2017, the Sheboygan City Council passed Ordinance 6-17-18 (the “Annexation Ordinance”), annexing the land. **Exhibit H.**

79. The Annexation Ordinance included the above depiction of the annexation, which included the referenced notation of the border with Sheboygan:

80. The Annexation Ordinance passed by a single vote over the required 2/3 majority (11 votes for and 5 votes against).

81. Although the Town and the DNR had spent years on Kohler’s still incomplete CUP application and development proposals, Sheboygan’s Common Council passed the Annexation

Ordinance only weeks after it was submitted by Kohler.

82. The approved petition for annexation did not specify via the last federal census, by any subsequent population estimate certified as acceptable by the department, or by an actual count certified as acceptable by the department.

83. At that same meeting, by the same vote (11 votes for and 5 votes against), the Sheboygan City Council rezoned the land to allow Kohler to high density (5 homes per acre) SR-5 even though not a single home is proposed to be built.

84. And, at that same meeting, the Sheboygan City Council approved the pre-annexation agreement with Kohler.

85. This pre-annexation agreement includes, without limitation, Kohler's payment to extend Sheboygan's water system into the annexed land, Kohler's payment of up to \$200,000 in attorneys' fees, and prospective granting of rights to Kohler to develop its golf course, without Sheboygan City Council's further evaluation of Kohler's proposals.

86. Town residents have no vote or representation in Sheboygan government which, under the Annexation Ordinance, now controls the annexed land.

87. Town residents have been annexed into Sheboygan against their will.

88. Sheboygan is now moving forward to effectuate the annexation and expedite Kohler's development.

89. On September 11, 2017, the Town of Wilson Board and Town of Wilson Planning Committee held a public meeting to gather Town residents' input regarding Sheboygan's annexation.

90. Based, in part, on that meeting, and in order to protect the interest and rights of the Town and its residents, the Town Board passed a September 11, 2017 resolution regarding

Sheboygan's annexation, and a separate resolution authorizing legal action to protect those rights and interests. Included in the Appendix as Exhibits I and J are true and correct copies of those resolutions.

**FIRST CAUSE OF ACTION:
(DECLARATORY JUDGMENT)**

91. The Town re-alleges the allegations contained in paragraphs 1 through 89 of this Complaint.

92. Sheboygan's annexation, effectuated by the Annexation Ordinance, is improper under Wisconsin law, including without limitation Chapter 66, Wis. Stats.

93. The annexation does not satisfy the "rule of reason," as required by existing law.

94. The annexation does not strictly comply with the conditions precedent of Wisconsin's annexation statutes.

95. The annexation is, in sum, arbitrary, capricious, non-contiguous, an abuse of discretion, and otherwise procedurally and substantively non-compliant with Sheboygan's annexation authority under Chapter 66, Wis. Stats, and existing Wisconsin caselaw.

96. There exists an actual controversy between the Town and Sheboygan regarding the annexation, a controversy which will be settled by a declaration of the legality of the annexation by this Court.

97. The Town has brought this action within the required 90-day period under Chapter 66, Wis. Stats.

98. Thus, the Town is entitled to a declaration that Sheboygan's annexation is null and void, and is of no further legal effect.

**COUNT II:
INJUNCTIVE RELIEF**

99. The Town re-alleges the allegations contained in paragraphs 1 through 97 of this Complaint.

100. Sheboygan's annexation is illegal and improper.

101. The annexation has dismembered land from the Town or County and constitutes an irreparable injury to the Town for which there is not adequate legal remedy.

102. Sheboygan is moving forward with effectuating the annexation and allowing Kohler, without the Town's approval, to develop the annexed land (or a substantial portion of it) under terms and conditions that have not received the Town's approval. These activities threaten immediate and irreparable harm to the Town.

103. A temporary and permanent injunction is necessary to preserve the last, peaceable *status quo* and protect the Town from irreparable harm, a harm for which monetary damages are inadequate.

104. Thus, the Town is entitled to a temporary and permanent injunction prohibiting the Town from taking actions and further effectuating its improper annexation.

WHEREFORE, the Town requests judgment:

(1) Declaring Sheboygan's Annexation Ordinance invalid and void, as well as the annexation, rezoning, and other ordinances passes pursuant thereto;

(2) For a temporary and permanent injunction enjoining Sheboygan, and anyone acting in concert with it, from effectuating the Annexation Ordinance or taking action thereunder;

(3) For its costs, including its reasonable attorneys' fees, incurred in this matter; and

(4) For all further relief to which it is legally or equitably entitled, or to which this Court deems just and proper.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISC LLC

By: 

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

VERIFICATION

I attest, under penalty of perjury, that the facts alleged above are, to my knowledge and belief, and after reasonable investigation, true and correct.

A handwritten signature in cursive script, appearing to read "John Ehmann", written over a horizontal line.

John Ehmann
Town of Wilson, Board Chairperson

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Town of Wilson vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2017CV000490
Class Code: Money Judgment

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000490 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 786fce

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-19-2017
Date

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,


Defendant.

APPENDIX TO VERIFIED COMPLAINT

Illustration of Kohler-Owned Land in the Town of Wilson.....	Exhibit A
Kohler Document Relating to the Golf Course Development.....	Exhibit B
Business Times Article Quoting Mr. Dirk Willis.....	Exhibit C
Department of Administration Ruling on Petition File No. 13631.....	Exhibit D
Town of Wilson's First Submittal for DOA Petition File No. 14018.....	Exhibit E
Town of Wilson's Second Submittal for DOA Petition File No. 14018.....	Exhibit F
Town of Wilson's Third Submittal for DOA Petition File No. 14018.....	Exhibit G
Sheboygan General Ordinance No. 6-17-18.....	Exhibit H
Wilson Town Council Resolution Authorizing Litigation	Exhibit I
Wilson Town Council Resolution Regarding the Annexation of Territory From the Town of Wilson, Sheboygan County, Wisconsin.....	Exhibit J

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: 

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zcinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY

Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: <http://doa.wi.gov/municipalboundaryreview/>

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

October 16, 2012

PETITION FILE NO. 13631

JOHN MOE, CLERK
CITY OF STEVENS POINT
1515 STRONGS AVE
STEVENS POINT, WI 54481

JANET R WOLLE, CLERK
TOWN OF HULL
4550 WOJCIK MEMORIAL DR
STEVENS POINT, WI 54481

MARIE HELMINIAK
TOWN OF STOCKTON
7252 6TH STREET
CUSTER, WI 54423

JOAN SCHEIDER
TOWN OF PLOVER
5081 HOOVER AVE
PLOVER, WI 54467

Subject: BILL SCHOFIELD ET AL ANNEXATION

The proposed annexation submitted to our office on September 26, 2012, has been reviewed and found, in the Department's opinion, to be against the public interest.

We recognize the City's desire to create a commerce center in this area which is consistent with its development strategy and would be a benefit for the region. In order for this to occur the city needs to expand, thereby altering its municipal boundary as represented on this proposed annexation.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city..." so as unincorporated land transitions to city or village status, the resulting boundaries are rational and easy for jurisdictions and residents to follow.

In this case, the chosen configuration of this annexation leaves a 40 acre parcel in the Town of Plover which is connected to the rest of the town by a 15' foot strip of town land, over one-quarter of mile in length. This parcel is essentially surrounded by the City of Stevens Point creating a functional town island. It results in boundaries that are difficult for both the City and the Town to administer, for state, federal, and regional jurisdictions to follow, and for local residents and businesses to understand. The shape of the annexation cannot be said to be compact and rational in shape or to be homogenous with boundaries of the existing City and does not coincide with the legislative intent of ch. 66, Wis. Stats..

Annexations that create these types of municipal boundaries, while seemingly harmless by themselves, when taken together with other similarly configured annexations by a city or village that occur over time, result in problematic municipal boundaries that are haphazard, confusing, inefficient to serve, and very difficult to correct.

EXHIBIT D

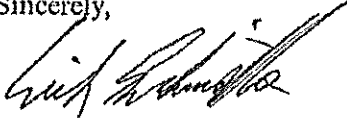
Page 3
October 16, 2012

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13631
The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this annexation review letter.

Sincerely,



Erich Schmidtke
Municipal Boundary Review.

cc: petitioner

XI

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Gen. Ord. No. 6 - 17 - 18. By Alderpersons Bohren and Sorenson.
June 5, 2017.

8.5
2.6

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

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

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

Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to
June 19th
(2/3 vote)

Held to
July 17 cc
mtg

11/17/17 -
Wahl
motion to hold

EXHIBIT H

149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line

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

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

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

Section 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to

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

Section 6. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

James A Boh
Barry Soase

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

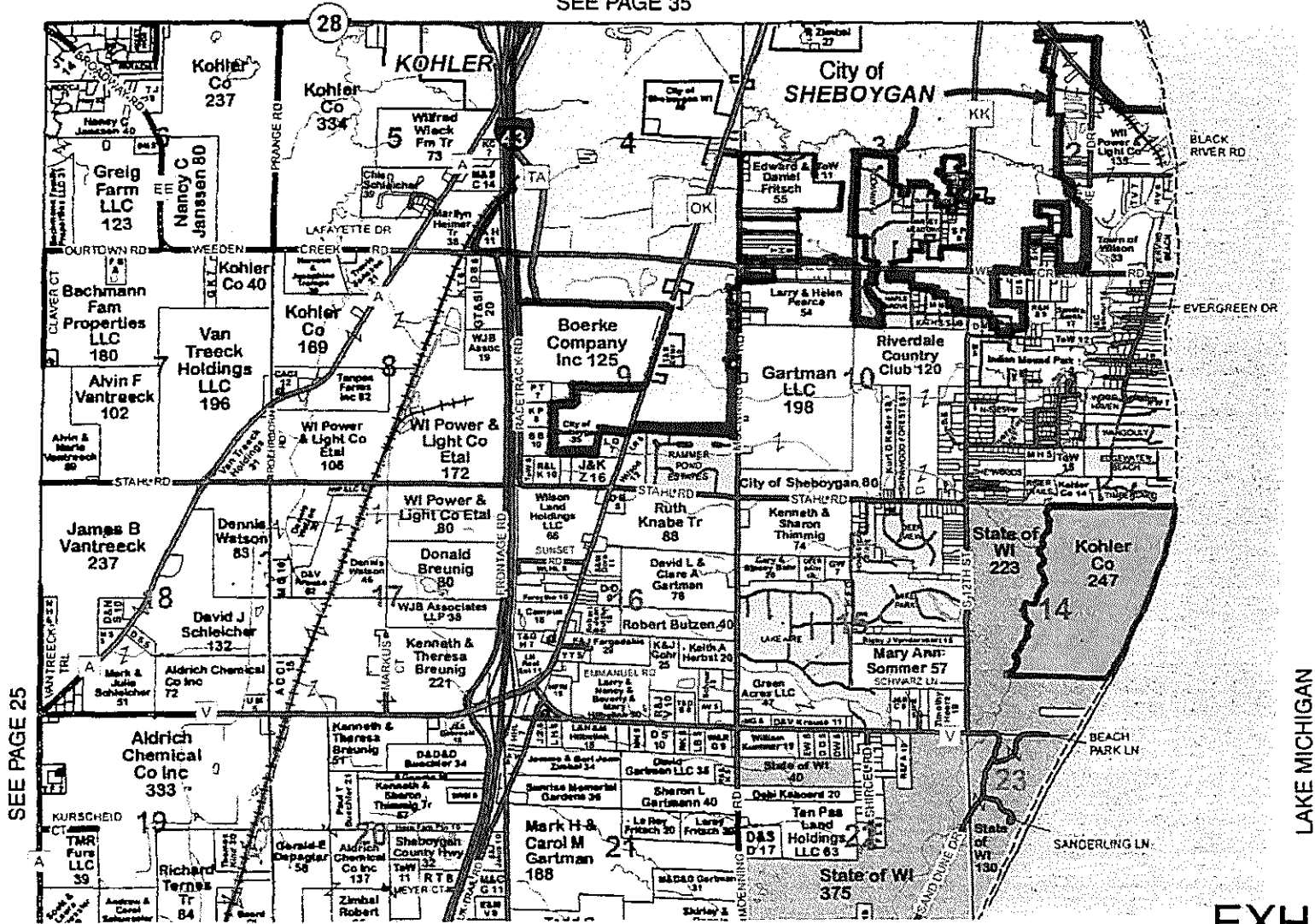
Approved _____ 20____. _____, Mayor

Wilson

Township 14N - Range 23E

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SEE PAGE 35



SEE PAGE 25

EXHIBIT A



FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

May 22, 2017

SENT VIA EMAIL ONLY

Mr. Erich Schmidtke
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

Re: Petition file no. 14018

Dear Mr. Schmidtke:

My office has been directed to supplement the response of the City of Sheboygan (the "City") to the proposed annexation in file no. 14018 from the Town of Wilson (the "Town") to the City. Specifically, this letter supplements the City's response to Section 12 of the Annexation Review Questionnaire and provides other relevant information bearing upon the public interest in the proposed annexation referenced in your letter dated May 4, 2017 to City Clerk Susan Richards.

After a careful review of the relevant legal standard, I believe the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c). I ask that you concur.

1. Governmental services, including zoning, to the territory to be annexed can clearly be better supplied by the City as opposed to the Town.

(a) Zoning. The City offers extensive planning and zoning services. As noted in our response to Section 11(b) of the Questionnaire, the City appropriates \$368,000 annually for planning services. The City maintains a professional staff of four full-time planners as well as professional engineering staff. Most importantly, the City has included the territory in its Comprehensive Plan adopted December 5, 2011. Current uses and potential development within the area are consistent with both the Comprehensive Plan and the City's Zoning Maps.

By contrast, the Town's budget for planning services is \$4,000 per year, and the Town relies on hiring outside experts to assist in any significant planning matters.

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

EXHIBIT E

Mr. Erich Schmidtke
May 22, 2017
Page 2

(b) Sanitary Sewer Service. The City alone is able to process sanitary waste, not just in the area proposed for annexation, but in all areas north and south of the City. Sanitary sewer is supplied to the territory, as well as the entirety of the Town and the Town of Sheboygan, pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region.

While the Town owns some sewer pipes near the territory proposed to be annexed, all area waste feeds into the City's pipes and is treated by the City. Any sanitary sewer services offered by the Town are obtained solely via the Town's agreement with the City.

(c) Water Service. The City alone is able to provide water service to the territory proposed to be annexed. The City has its own Water Utility, under the direction of the Sheboygan Board of Water Commissioners. The Water Utility maintains some of the lowest water rates in the State of Wisconsin and is able to service a wide range of customers, including customers with heavy use needs, at very affordable rates. Consistent with *Town of Hallie v. City of Chippewa Falls*, 105 Wis. 2d 533, 542, 314 N.W.2d 321, 326 (1982), the City permissibly conditions extension of water services upon annexation. The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concerns that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

Currently, there is a 12-inch water line available at the intersection of Riverdale and 12th Street. This line is less than one-half mile away in two directions from the territory proposed to be annexed. There also is a 16 inch water line available on the west side of the proposed annexation at approximately 340 feet south of Creekview Court and Moenning Road. Over the next one to three years, the Water Utility plans to extend its water service south along South 12th Street and west along Stahl Road (CTH KK) to create a loop to service all interested customers who annex to the City.

By contrast, the Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. Indeed, in the past, Town officials have expressed concern that additional high capacity wells in the area could undermine existing private residential wells.

Mr. Erich Schmidtke
May 22, 2017
Page 3

(d) Police and Fire Services. The City has well-established, well-funded emergency services, including full-time professional police, fire and EMS staff. While the Town contracts with the Sheboygan County Sheriff's Department for law enforcement services, the City maintains its own police department. Similarly, the City maintains its own fire department. City Fire Station 5 is located at 4504 South 18th Street, just north of the area proposed for annexation and is staffed full time 24/7 by three firefighter/paramedics with an aerial truck and a pumper. Emergency response time from that station would be 60 seconds for dispatch time and 180 seconds for drive time. The Town acknowledges that it avails itself of a Mutual Aid Box Alarm System to ensure that the City's fire department responds (in addition to Town fire personnel) in the event of an emergency. Accordingly, the City is well positioned to provide emergency services, and the Mutual Aid Box Alarm System ensures that all area fire personnel respond in the event of an emergency--avoiding any confusion as to which personnel should respond.

For these reasons, it should be self-evident that the City can better supply governmental services, not just to the area currently proposed to be annexed, but also to areas likely to annex in the near future if this annexation is successful. City officials would be happy to provide your office additional information at your request.

2. The territory proposed to be annexed is contiguous to existing City boundaries, and the shape of the territory is more homogeneous with the City than with the Town.

(a) Territory is Contiguous to Existing City boundaries. While Wis. Stat. sec. 66.0217(3) requires territory proposed for annexation to be contiguous to the annexing City, "contiguity" is not specifically defined in the statute. The court in *Town of Lyons v. City of Lake Geneva*, 56 Wis. 2d 331, 336, 202 N.W.2d 228, 231 (1972) adopted Black's Law Dictionary's definition of contiguous, meaning "in close proximity; near, though not in contact; neighboring; adjoining; near in succession; in actual close contact; touching; bounded or traversed by." That court held that "contiguous" does not even have to mean "touching" and upheld an annexation ordinance where a gap existed between the limits of the annexing city and the annexed area.

Mr. Erich Schmidtke
May 22, 2017
Page 4

Notwithstanding, that rather broad definition, the territory proposed to be annexed in this petition actually physically touches the existing City boundaries, and is thereby contiguous to the City boundaries.

(b) Connection with City Boundaries is Substantial. It is true that an annexation failed in *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) where the property touched Racine city limits only by a corridor (which was established as a street) varying in width from 152 to 306 feet. However, it is important to note that substantially the same annexation was accomplished and upheld in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965) when more land was annexed at the territory's juncture with the city.

The area proposed for annexation here is more like that in the second Mt. Pleasant case and subsequent annexations upheld by the courts than the annexation in the first Mt. Pleasant case. The juncture of this territory with the existing City boundary is 650 feet (not 250 feet as suggested by the Town).

(c) Territory is Not a "Balloon on a String". One of the key holdings of the first Mt. Pleasant case was its invalidating of what the court characterized as a "shoestring" annexation because it created "crazy quilt boundaries" which were "difficult for both the city and the town to administer." But, later courts have upheld irregular, serpentine annexations and distinguished them from the shoestring annexation in the first Mt. Pleasant case--especially when such annexations resulted in better provision of governmental services, facilitated planning objectives or arose from irregular existing municipal boundaries.

- In *Town of Vernon v. Village of Big Bend*, 2001 Wis. Ct. App. 00-1007 (2001), the annexation of property which moved "in a serpentine fashion along Highway 164, excluding existing subdivisions and parcels before expanding to include commercial properties at a highway interchange" was found to be contiguous and of "an acceptable shape."
- *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005) held that an "armlike extension of the northern municipal boundary of the Village of West Baraboo" was not a "shoestring or balloon on a stick" when the village did not rely "solely on the highway right-of-way to capture a distant prized parcel" and the

corridor consisted of parcels flanking both sides of a highway corridor.

- *Town of Medary v. City of LaCrosse*, 88 Wis.2d 101, 117, 277 N.W.2d 310, (1978) upheld an irregularly shaped annexation, concluding that “While the shape of the annexation is somewhat irregular, the irregularity is partly necessitated because of the irregularity of the LaCrosse city limits...”

As these cases subsequent to the first Mt. Pleasant case demonstrate, the shape and homogeneity of the territory must be evaluated in context—the context of availability of governmental services, the context of plans by both the municipalities and the petitioners, and the context of existing municipal boundaries.

Town of Sugar Creek v. City of Elkhorn, 231 Wis. 2d 473, 479, 605 N.W.2d 274 (1999) favorably quoted George Hall, former Director of Municipal Boundary Review, in explaining that “homogeneity in shape requires looking beyond mere physical boundaries and considering the economic uses proposed...” Similarly, the *Town of Baraboo* court considered relevant that the corridor annexed had experienced increased traffic flow and development pressure in recent years and that the annexation allowed the village to plan for orderly development served by appropriate municipal services.

Courts respect the will of owners and electors petitioning for annexation. “The general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines...the choice of boundaries is a matter of discretion by the petitioners...They have the right under the statute to act in light of their desires and their best interests... [and]...are under no obligation to include areas in the annexation that are of no concern to them...They may determine the boundaries so as to insure the annexation’s success.” *Town of Campbell v. City of LaCrosse*, 268 Wis.2d 253, 673 N.W.2d (2003). The *Town of Campbell* court noted that the first Mt. Pleasant case “is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties...”

Here, the bulk of the territory proposed to be annexed consists of 10, 20 and 40 acre parcels. No connection is proposed solely via right of way. Further, the City has received inquiries about annexation from additional owners

Mr. Erich Schmidtke
May 22, 2017
Page 6

abutting and near to this territory, so the City expects that additional annexations to square City boundaries are likely in the future.

The City has planned for the area subject to this annexation petition and abutting areas to be included in, and served by, City services. The City's 2011 Comprehensive Plan for this area provides not only the recreational development proposed by this petitioner, but also desperately needed land for additional residential development. The City currently only has 61 acres available for new single family home development within its existing boundaries. It bears noting that, although the City has not signed any annexation petition, the City owns a 20 acre parcel included within the territory proposed for annexation as well as 60 acres of vacant land abutting the territory further to the west—all of which currently lies within the Town. The City acquired this land to facilitate additional residential development in the City and anticipates annexing it as soon as possible—connecting this territory with the existing City boundary to the west of Moenning Road.

Similarly, plans of petitioners to develop a championship golf course in this area also are consistent with City plans. The City anticipates significant economic benefits from the petitioners' development, including significant increases in property tax base and hotel tax revenue. As established in case law, petitioners' desires to advance their best interests should be respected and the City cannot be charged with any arbitrariness in the boundaries of this annexation proposed by the petitioners. Similarly, any arbitrariness in proposed annexation boundaries arising from existing City/Town municipal boundaries should be excused. Indeed, this annexation presents the means of realizing the City's long term planning objectives.

(d) Territory Does Not Create a Town Island. The Town's charge that this annexation would create a functional town island ignores applicable law. Wis. Stat. sec. 66.0221(1) prohibits a city or village from creating "by annexation, a town area which is *completely surrounded* by the city or village." *Wagner Mobil, Inc. v. City of Madison*, 190 Wis. 2d 585, 593, 527 N.W.2d 301 (1995) holds that a town island is created under Wis. Stat. sec. 66.0221(1) only when a portion of the town is entirely encircled by the corporate boundaries of the annexing city or village. The annexation in that case was upheld although a functional town island was created by the City of Madison on two sides and by two different towns and a village on other sides.

Mr. Erich Schmidtke
May 22, 2017
Page 7

Here, a casual review of the existing City/Town boundary displays several more significant isolated areas than that proposed with this annexation. But, more importantly, any isolation of areas that would remain in the Town following this annexation would be caused, not just by proximity to the City, but also by Lake Michigan. This is the exact circumstance upheld by the Wagner Mobil court.

While the shape of the proposed annexation and the homogeneity of the territory may be somewhat irregular, they are not unusual for the City's existing southern boundary. Further, this annexation facilitates the City's long term planning objectives and accommodates extension of City services. The desires of the petitioners in drawing their boundaries should be respected and found to satisfy the public interest as they did in the Town of Vernon, Town of Baraboo and Town of Medary cases.

For all of the reasons in our original questionnaire and in this letter, we urge you to find that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

Sincerely,



Charles C. Adams
CITY ATTORNEY

Enclosures

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490


TOWN OF WILSON
SHEBOYGAN COUNTY, WISCONSIN

Resolution Authorizing Litigation

RESOLVED, that the Town's attorneys are authorized and directed to file a lawsuit in Sheboygan County Circuit or other appropriate venue against the City of Sheboygan and any other parties identified by the Town's attorneys as necessary or appropriate to be included in the lawsuit including, but not limited to, Kohler Co., seeking to contest the annexation by the City of Sheboygan of property formerly located in the Town of Wilson pursuant to the annexation petition submitted by Kohler Co and the annexation ordinance known as City of Sheboygan General Ordinance No. 6-17-18. The Town's attorneys are further authorized to take such action deemed necessary in their judgment to give effect to the intent of this Resolution.

Dated this 11th day of September, 2017.

TOWN OF WILSON

By: 
John Elmann, Town Chairperson

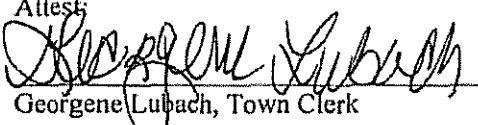
Attest:

Georgene Lubach, Town Clerk

EXHIBIT I



US Army Corps
of Engineers
St Paul District

APPLICANT: Kohler Company

Public Notice

ISSUED: April 6, 2017
EXPIRES: May 6, 2017

REFER TO: 2015-01213-JLK

SECTION:404 - Clean Water Act

1. APPLICATION FOR PERMIT TO discharge dredged and fill material into 3.69 acres of wetlands adjacent to the Black River and Lake Michigan for the purpose of constructing an 18-hole golf course and related facilities in the Town of Wilson, Sheboygan County, Wisconsin.

2. SPECIFIC INFORMATION

APPLICANT

Kohler Company
444 Highland Drive
Kohler, Wisconsin 53044

AGENT

Stantec Consulting Services, Inc.
1165 Scheuring Road
De Pere, Wisconsin 54115

PROJECT LOCATION: The project site is located in Section 14, Township 14 North, Range 23 East, Sheboygan County, Wisconsin. Latitude 43.6813760, Longitude -87.7093660.

DESCRIPTION OF PROJECT:

GOLF COURSE AND SUPPORT AMENITIES: The applicant has applied for a Department of the Army permit to discharge dredged or fill material into waters of the United States in association with construction of an 18-hole public golf course and related support amenities on a 247 acre parcel of land owned by Kohler Company. Support amenities include a centrally located 9,000 square foot multi-level club house, parking near the club house, practice range, caddie/cart barn, cart paths, and two resting stations. The project also includes an irrigation pond, entrance road, and maintenance facility which are described below.

ENTRANCE ROAD AND MAINTENANCE FACILITIES: The applicant is proposing to construct an entrance road to the golf course from the existing Kohler-Andrae State Park entrance on Beach Park Lane. As part of this project, the applicant would modify Beach Park Lane from the bridge over the Black River east to the State Park entrance by adding a roundabout design that includes two dedicated lanes for park visitors while golf course traffic and exiting park visitors would utilize the roundabout. The entrance road would then be routed north through a portion of the State Park onto Kohler Property to the proposed club house and parking area. A 22,000 square foot maintenance facility is proposed adjacent to the existing State Park maintenance building and has been designed to avoid all wetland impacts. The maintenance facility and portions of the entrance road would require an easement from the State of Wisconsin on approximately 4 acres of the State Park.

UTILITIES: It is anticipated that utilities (gas, electric, and communications) would connect to existing services located along County Trunk Highway V (CTH V) right-of-way approximately one-half mile west of the project area. To minimize impacts, new services would be bound beneath State Park property including all wetlands and the Black River within an agreement

EXHIBIT B

Regulatory Branch (2015-01213-JLK)

easement less than one acre in size. Approximately 1,500 square feet of temporary wetland disturbances would occur in the CTH V right-of-way for the bore pit. Potable water and irrigation water would be from onsite wells. Conventional onsite septic field systems would be used to treat domestic wastewater.

IRRIGATION: A high capacity irrigation well would supply water to a 6.7-acre irrigation pond constructed in the northcentral portion of the site. Water from the pond would be distributed via an underground irrigation system to the appropriate areas of the golf course. The applicant has indicated that irrigation water Best Management Practices (BMPs) and a computer controlled system would be utilized to reduce volume and maximize efficiency.

AREA OF FILL AND AFFECTED WETLANDS: The proposed project is situated east of the Black River and west of Lake Michigan on approximately 247 acres of undeveloped land dominated by hardwood forests. The site contains approximately 48 acres of wetlands that includes alder thicket, hardwood swamp, interdunal wetland, Great Lakes ridge and swale complex, and wet meadow wetland.

The project would involve the discharge of dredged and fill material within and direct affects to 3.69 acres of wetlands (7.7% of all wetlands present on the site). The directly affected wetlands include 2.23 acres of floodplain wetland associated with the Black River, 1.36 acres of ridge and swale wetland associated with Lake Michigan, and 0.10 acre of fresh (wet) meadow.

Potential secondary effects have been identified and include indirect wetland impacts from storm water runoff and nutrient loading; forested wetland conversion to herbaceous communities, hydrologic alterations, shading from bridges, and drawdown of water table from wells.

SOURCE OF FILL MATERIAL: Fill material is anticipated to primarily come from on-site materials resulting from site grading. As needed engineered soil material would be obtained from an off-site source identified by the construction contractor.

SURROUNDING LAND USE: The project area is bordered on the north by residential developments, east by Lake Michigan, and to the west and south by the Kohler-Andrae State Park. The property is zoned appropriately for land use as a golf course.

PROJECT ALTERNATIVES: During project planning, the applicant identified and evaluated 17 different on-site design alternatives, including a No Build alternative. The applicant also considered off-site alternatives but was unable to identify any properties with comparable characteristics to meet the overall project purpose.

With consideration to technical, logistical, and economic constraints, the applicant has attempted to design a project that, to the maximum extent practicable, would avoid and/or minimize environmental impacts including limiting tree clearing, preserving natural dunes/contours, and avoiding direct impacts to Lake Michigan near-shore wetlands and interdunal wetlands. The applicant also attempted to avoid and/or minimize impacts to all other aquatic resources, the Kohler-Andrae State Park, plant and animal species, historic properties, and local residents. The applicant has also considered potential secondary effects to wetlands and has incorporated measures such as vegetated buffer strips designed to capture and filter runoff to reduce nutrient loading in wetlands and minimizing and mitigating for wetland conversion.

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TIERNEY & CORREA, P.C.

719 Second Avenue
701 Millennium Tower
Seattle, WA 98104

Robert D. Zeinemann
Attorney At Law
E-mail: tierney@tierneylaw.com
Phone: (206) 232-3074
Facsimile: (206) 232-3076
*ALSO ADMITTED IN WISCONSIN

June 1, 2017

Via Email to wimunicipalboundaryreview@wi.gov and mark.herman@wisconsin.gov

Erich Schmidtke
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Town of Wilson's Second Submittal for DOA Petition File No. 14018

Dear Erich:

In addition to the Town of Wilson's submittal to DOA on May 18, 2017, please consider this second supplement that responds to the City of Sheboygan.

I. Territory Petitioned for Annexation is Not Contiguous to the City of Sheboygan

1. MBR's Moment of Truth

The review of this annexation petition becomes simple when this fact is considered: The proposed Kohler annexation is likely the largest gerrymandered, balloon-on-a-string annexation submitted to Municipal Boundary Review in decades. I reviewed thousands of annexations over six and one-half years and never saw a more egregiously gerrymandered, balloon-on-a-string annexation. These types of annexations are very seldom submitted to MBR for review, because most petitioners and cities understand that an annexation with this shape and characteristics is against the public interest. The City of Sheboygan and Kohler apparently believe they can make their own rules. This is a moment of truth for Municipal Boundary Review. If MBR cannot muster the courage to find against this annexation, then MBR's annexation review function is broken, and it might as well stop reviewing annexations.

EXHIBIT F

2. Shape of Proposed Annexation Worse than in Controlling Precedent

Town of Mount Pleasant v. City of Racine, 24 Wis. 2d 41 (1964) is directly on all fours with the proposed Kohler annexation. Kohler and the City will attempt to argue that it does not apply and will quote phrases from other cases to create the illusion that the proposed annexation is lawfully contiguous—it is not. No other court case is more applicable here than *Town of Mt. Pleasant*.

The shape of the proposed Kohler annexation is more irrational and gerrymandered than the annexation in *Town of Mount Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964). The cases the City cites do not resuscitate the proposed Kohler annexation. The annexed territories in the cases cited by the City have more rational shapes than the proposed Kohler annexation. *Town of Mount Pleasant* is directly on point here, whereas the decisions cited by the City are distinguishable, and often irrelevant as explained in detail below.

In *Town of Mt. Pleasant*, the string of the balloon was 1,705 feet long with a width ranging from 152 feet to 300 feet. That is a length to width ratio of 11.2 at the string's narrowest point, and a ratio of 5.6 at the widest point. In other words, the length of the connecting string in *Town of Mt. Pleasant* ranges from 5.6 to 11.2 times its width. The string of the balloon in the proposed Kohler annexation is about 5,448 feet long with a width ranging from about 190 feet to about 650 feet. That is a length to width ratio of 28.6 at the narrowest point, and a ratio of 8.3 at the widest point. For the proposed Kohler annexation, the length of the connecting string ranges from 8.3 to 28.6 times its width. Therefore, the Kohler property's gerrymandered connection to the City of Sheboygan is substantially more tenuous than the connection to the City of Racine ruled not contiguous in *Town of Mt. Pleasant*. Further, the "balloon" portion of the proposed

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Kohler annexation is roughly 5,000 feet by 3,000 feet,¹ and the balloon portion in *Town of Mt. Pleasant* was roughly 2,950 feet by 2,800 feet. Thus, not only is the “string” longer, but the balloon portion of the proposed Kohler annexation is significantly larger than the balloon in *Town of Mt. Pleasant*.

Based on the comparative ratios for the strings, and relative sizes of the balloons, the shape of the proposed Kohler annexation is significantly more irrationally gerrymandered and egregious than the annexation struck down by the Wisconsin Supreme Court in *Town of Mt. Pleasant*, 24 Wis. 2d 41 (1964). If *Town of Mt. Pleasant* represents the threshold of an annexation that is not contiguous and against the intent of Wis. Stat., § 66.0217(3), the shape of the proposed Kohler annexation is well-beyond that threshold for what constitutes an unlawful annexation.

The cases the City cites do not free the proposed Kohler annexation from the controlling precedent of *Town of Mt. Pleasant*. None of those cases contain a balloon-on-a-string with a shape as egregious as the annexation in *Town of Mt. Pleasant*, much less the even more egregious shape of the proposed Kohler annexation.

3. Cases Cited By City Do Not Revive Proposed Annexation

Town of Lyons v. City of Lake Geneva, 56 Wis. 2d 331 (1972), offers no support for the proposed Kohler annexation. The Black’s Law Dictionary definition of “contiguity” quoted by the City merely strengthens the Town of Wilson’s position that the proposed Kohler annexation is not contiguous. The on-the-ground relationship between the City of Sheboygan boundary and the land containing the people who actually signed the annexation petition is not “in close proximity,” not “near,” not “adjoining,” not “in actual close contact,” and not “touching.”

¹ The required map sent to the Town of Wilson by Kohler contained barely legible numbers labeling distances.

Something that *Town of Lyons*, *Town of Mt. Pleasant*, and other annexation cases make clear is that only examining whether or not territory touches municipal limits does not by itself determine if territory is contiguous pursuant to Wis. Stat., § 66.0217(3). Shape, size, land characteristics, homogeneity, and location also matter.

The fact that the territory in *Town of Lyons* was separated from the City of Lake Geneva by a 23-foot wide section of public road does not bear on whether Kohler's balloon-on-a-string annexation, with a meandering mile-long corridor, is contiguous. Crossing standard-width public roads and narrow water bodies does not break contiguity, but arbitrarily meandering a mile to contrive a "string" connection to a "balloon" territory does break contiguity. There is no inconsistency in those two positions. Further, the shape of the annexation in *Town of Lyons* was not at issue, and that annexation was by unanimous consent.

The City's contention that the proposed annexation here is "more like that in the second *Mt. Pleasant* case" is untrue. In that second case, *Mount Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965), the petitioners added a substantial amount of land to the "string" portion of the territory to make it contiguous. In fact, the *Mt. Pleasant II* annexation contained about 20% more land than the first—and most of that land was added to the "string" to create a more substantial connection to the City of Racine. *Id.* at 521. The Court described the changes from the first to the second *Mt. Pleasant* annexation:

- (1) The area covered by the annexation was increased from 144 to 172 acres.
- (2) The strip connecting the territory to the city was widened from 186 to 1,023 feet.
- (3) All of Maryland avenue was included instead of just one-half.
- (4) A 424-by-1,059-foot area was added north of Maryland avenue.
- (5) A 17-foot strip south of Taylor avenue was eliminated by making that avenue the southern boundary for the area.
- (6) A 22-foot strip east of Meachem road was removed by making that road the eastern boundary.
- (7) A 292-by-397-foot section lying west of Meachem was added.

Mt. Pleasant II, 28 Wis. 2d at 521 (references to exhibits omitted).

Those changes made the annexation in *Mt. Pleasant II* acceptable by lessening the balloon-on-a-string shape found in the first *Mt. Pleasant* case. The Town of Wilson has shown above that the proposed Kohler annexation is more egregiously gerrymandered than the annexation in the first *Mt. Pleasant* case. Thus, given the boundary changes that improved the annexation's shape from the first to second *Mt. Pleasant* annexation, it is impossible that the proposed Kohler annexation is more like *Mt. Pleasant II* than the *Mt. Pleasant I*. The shape of the proposed Kohler annexation is even worse than the annexation struck down in *Mt. Pleasant I*. And that is only the shape. The land characteristics and homogeneity of the territory in the proposed Kohler annexation, e.g., state park lands, forests, wetlands, sand dunes, lands with endangered species, outdoor recreational land, native-American burial sites (see Town's previous submittal), are not urban and have more in common with lands in the Town of Wilson than in the City of Sheboygan. In contrast, in *Mt. Pleasant II*, 132 acres were already platted out of 172 total acres annexed. *Id.* at 528. There is no truth to the City's assertion that the proposed Kohler annexation is more like the annexation upheld *Mt. Pleasant II* than the annexation struck down in *Mt. Pleasant I*.

The City's contention that the proposed Kohler annexation is not a balloon-on-a-string does not correspond with basic reality—anyone who views a map of the proposed annexation will see that it resembles a balloon-on-a-string. Not surprisingly, all of the cases on that issue cited by the City are irrelevant to the proposed Kohler annexation.

Town of Vernon v. Village of Big Bend, is an unpublished decision that is not legal precedent and should be ignored. If Municipal Boundary Review chooses to rely on unpublished cases, the Town proffers *City of La Crosse v. City of Onalaska*, 178 Wis. 2d 314 (Ct. App.

1993). *City of La Crosse* is on point here and uses *Town of Mt. Pleasant* as controlling authority. In *City of La Crosse*, the Wisconsin Court of Appeals struck down the Pralle annexation, which was a 295-acre “gerrymandered shoestring” in the Town of Medary that was “three-quarters mile long and 250 feet wide.” Compared to the annexation struck down in *City of La Crosse*, the proposed Kohler annexation is a hyper-gerrymandered behemoth.

The shape of the annexation in *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005), does not resemble the proposed Kohler annexation, which is why the court in *Town of Baraboo* stated that annexation was “not a shoestring or balloon on a stick.” The ratio of its length to width was reasonable and the annexed lands were, or about to become, commercially developed along State Highway 12.

The City’s reliance on *Town of Medary v. City of La Crosse*, 88 Wis. 2d 101 (1978), is misplaced. The annexation in *Town of Medary* was not a balloon-on-a-string and not located over a mile from city limits and city services. In *Town of Medary*, the shape, characteristics, and location of that annexed territory substantially differ from those of the proposed Kohler annexation. 88 Wis. 2d at 105-107. The annexed territory in *Town of Medary* was sandwiched between the City of La Crosse and the City of Onalaska in an area rapidly transitioning to urban uses near a major shopping center. The annexation in *Town of Medary* was contiguous to La Crosse and directly adjacent to Onalaska—it had homogeneity with the surrounding urban landscapes in those cities. The opposite is true of the territory petitioned by Kohler here. Its characteristics have more homogeneity with the Town of Wilson—the territory belongs in the Town, not the City.

The City relies on the Court of Appeals case *Town of Sugar Creek v. City of Elkhorn*, 231 Wis. 473 (Ct. App. 1999); however, that annexation was not a balloon-on-a-string as is the

proposed Kohler annexation. The court's opinion described the annexation there as having the "normal, customary and usual shape for annexations." *Id.* at 479. As in the *Town of Baraboo* case described above, the annexation in *Town of Sugar Creek* was adjacent to a state highway (STH 12/67), and state highways form the economic base for many small cities, such as Elkhorn. *Id.* at 481-482. No state highways are near the proposed Kohler annexation. Finally, Kohler petitioned for annexation via the one-half approval method and many landowners did not sign the petition, which produced an arbitrarily and irrationally drawn boundary. In contrast, the annexation in *Town of Sugar Creek* was by unanimous consent as the court stated that "all the landowners in the annexed area signed the petition." *Id.* at 475.

4. City Misunderstands Role of Functional Town Island

The City misunderstands the Town's reasons for pointing out that the proposed annexation creates a functional town island. The Town never claimed that a functional town island is unlawful. A functional town island by itself does not render an annexation invalid; however, a functional town island, such as the one created by the proposed Kohler annexation, contributes to a finding that the proposed annexation arbitrarily creates crazy-quilt municipal boundaries that inhibit governmental service delivery. Though functional town islands are lawful, gerrymandered annexations that create crazy-quilt municipal boundaries are not, and dividing the Town would make the boundary quilt even crazier.

II. Town Is Better Able to Serve the Territory

1. Proposed Zoning Does Not Follow City's Comprehensive Plan

The City of Sheboygan's Future Land Use map from its Comprehensive Plan is attached as Exhibit 1. It designates the Kohler property as "public park and open space." Similarly, the Town of Wilson's Comprehensive Plan has it designated as conservation and park lands.

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At Kohler's request, the City would bring the territory into the City under a zoning designation of SR-5, including for the state park lands. On May 30th, the City Plan Commission quickly approved zoning the annexation territory as SR-5. The SR-5 zoning allows residential development at five dwelling units per gross acre, with lots as small as 6,000 square feet. That zoning for the territory is not in keeping with the City's Future Land Use Map in its Comprehensive Plan. SR-5 zoning does, no surprise, allow private golf courses as conditional uses. Remarkably, City planning staff's report to City Plan Commission said the SR-5 zoning for the annexation territory is consistent with the City's Comprehensive Plan, which is a blatant falsehood. Further, what backward rationale could the Plan Commission have to zone state park land at 5 units per acre residential? That will, perplexingly, make the existing state park land a nonconforming use. If those are examples of the quality of the "extensive planning and zoning services" the City gets for its \$369,000 annual planning budget, the Town surely can better provide planning and zoning services to the petitioned territory. The City's zoning for the territory is solely to give Kohler the opportunity to do whatever it wants irrespective of any standards that are actually appropriate for the subject land.

The Town of Wilson began formal comprehensive planning in 1997, a decade before state law made it mandatory. The Town's Land Use Map shows the same types of future land uses as the City's Future Land Use Plan; with Kohler's land being Park and Open space (green on both the City and Town maps), not yellow for residential. The proposed SR-5 zoning does not conform to either the City's or the Town's Comprehensive Plans.

Also relevant is Map 1-2 Opportunities and Focus Areas in the City Comprehensive Plan, attached as Exhibit 2. The territory proposed for annexation is not shown as a "focus" for City growth and investment. To the contrary, that City planning document labels the subject Kohler

properties as “Kohler Company Forest Preserve State Wildlife Refuge.” That is an accurate description of the land, which on Tuesday the City Plan Commission approved for SR-5 zoning.

2. Town Can Better Provide Sanitary Sewer Service to the Territory

The City’s submittal to DOA muddies the water on the sanitary sewer situation in the Sheboygan Area. The Sheboygan Regional Wastewater Treatment Facility is not a facility the City can use anyway it wishes, as the City implies in its briefing. The Regional Wastewater Treatment Facility serves the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Lima, Town of Sheboygan, Town of Sheboygan Falls, and Town of Wilson. The Town of Wilson Sanitary District #1 has served areas within the proposed annexation since 1988. The Town can immediately provide sanitary sewers to the petitioned territory, and is in a better position to do so than the City of Sheboygan. By the City’s flawed logic, the entire Village of Kohler and City of Sheboygan Falls should be annexed to the City because sewer pipes serving those municipalities flow through the City to reach the Regional Wastewater Treatment Facility.

3. City States it Needs Housing—Kohler Seeks a Golf Course

The City wrote that the petitioned territory would provide “desperately needed land for additional residential development.” However, the largest portion of the land in the proposed annexation is slated to become a golf course, and the next largest portion is an existing state park. The environmentally sensitive land owned by Kohler could support some residential development, but a density of five units per acre under SR-5 is wholly inappropriate to preserve the rare landscapes, such as sand dunes, coastal forests, beaches, and interdunal wetlands, along Lake Michigan that contain documented threatened and endangered species, and documented native-American burial mounds and artifacts. But more to the point, Kohler has no intention of building housing—all plans submitted to the Town of Wilson, Wisconsin Department of Natural

Resources, and Army Corps of Engineers solely show a golf course with no residential component. This is not surprising because there is barely enough room for a “minimalist” golf course, much less residential development. If the City has a “desperate need” to provide housing, it makes no sense to allow this annexation to be driven by a company with no interest in having housing on its property.

4. Extending City Water to the Kohler Property is Impractical

Kohler and the City have no plan to extend City water to the Kohler property. And such an extension of water service may not even be feasible given the isolated location of the Kohler property. But even if it is feasible, it makes no sense economically to extend water over a mile to the Kohler property. Unsurprisingly, the May 31st email from Kohler Company’s attorney to DOA offers no concrete statement as to whether City water will be extended to the Kohler property, only that it is Kohler’s intention to seek City water “subject to detailed engineering and feasibility analysis.” The chair of the Town’s Plan Commission, Roger Miller, is a civil engineer, and he believes it is likely not feasible that City water can serve the Kohler property.

Further, it is doubtful that the reason Kohler has not discussed water service with the City is because it is worried about an appearance of undue influence.² Kohler and the City have a pre-annexation agreement that obviously required detailed discussion to produce, and Kohler representatives have met with the City Council in closed session. The issue of City water to the Kohler property is a red herring. The Town has already shown that Kohler has represented to federal and state agencies that it intends to use well water for the proposed golf course.

² “Kohler and the City have not discussed the details relating to provision of water service—to avoid assertions of undue influence.” Email from Deborah Tomczyk, Kohler Atty to Mark Herman, DOA May 31, 2017.

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Sincerely,

/s/ Robert Zeinemann

Robert Zeinemann
TIERNEY & CORREA, P.C.

cc: Mark Herman, DOA Legal Counsel

TOWN OF WILSON
SHEBOYGAN COUNTY, WISCONSIN

**RESOLUTION REGARDING THE ANNEXATION OF TERRITORY FROM THE
TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN**

WHEREAS, the Town of Wilson conducted a joint Town Board and Plan Commission meeting on September 11, 2017, the City of Sheboygan's annexation of territory petitioned by the Kohler Company;

WHEREAS, public comment about this annexation of Town territory was heard by the Town Board and Plan Commission during the September 11, 2017 meeting;

WHEREAS, the Town Board, Plan Commission, and Town staff analyzed and discussed the issue of this annexation of Town territory to the City of Sheboygan;

NOW, THEREFORE, having heard from Town residents and staff, the Town Board of the Town of Wilson, Sheboygan County, Wisconsin does hereby resolve that some of the pertinent facts are as follows:

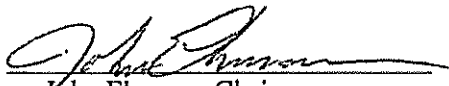
1. The residents of the Town of Wilson at the September 11, 2017 meeting were overwhelmingly opposed to the City of Sheboygan's annexation of Town territory described in the Kohler Company's petition for annexation.
2. Residents of the Black River area have overwhelmingly expressed that they have no intention or desire of ever annexing into the City of Sheboygan.
3. The natural landscape and character of the Town, including the Black River area, is not urban, and is intentionally less densely developed than territory in the City of Sheboygan.
4. The Town of Wilson, including the Black River area, has a distinct identity and history that arises from its rural and semi-rural natural landscape.
5. The Town of Wilson, including the Black River area, is not urban and is separate and distinct from, rather than homogenous to, the City of Sheboygan.
6. Residents of the Town of Wilson, including the Black River area, overwhelmingly expressed that the Town presently provides all governmental services needed by Town residents and needed for the Kohler Company's proposed country club in the annexed territory.
7. The governmental services provided by the Town of Wilson include fire service, first responders, two sanitary sewer districts, numerous parks, cemeteries,

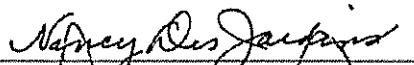
planning and zoning, constables, building permits and inspection, garbage and recycling disposal, dog licensing, liquor licensing, road construction, road maintenance and snow plowing.

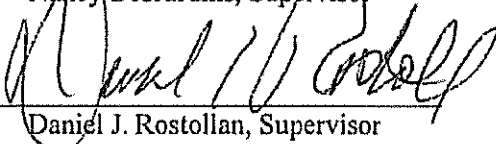
8. The Sheboygan County Sheriff provides more than adequate police service to Town residents and businesses.

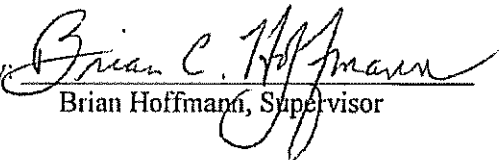
Dated this 11th day of September, 2017.


TOWN OF WILSON

By: 
John Ehmann, Chairman

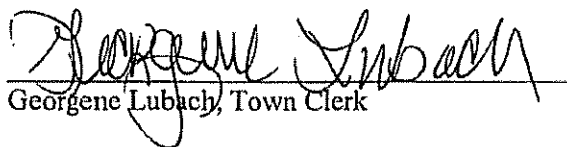
By: 
Nancy DesJardins, Supervisor

By: 
Daniel J. Rostollan, Supervisor

By: 
Brian Hoffmann, Supervisor

By: 
Tom Stoelb, Supervisor

Attest:


Georgene Lubach, Town Clerk

Kohler Co. wants Sheboygan to annex proposed golf course site 500 acres in Town of Wilson located along Lake Michigan

by Corinne Hess | May 01, 2017, 1:23 PM

<https://www.biztimes.com/2017/industries/arts-entertainment-sports/kohler-co-wants-sheboygan-to-annex-proposed-golf-course-site/>

COPIED FROM THE ORIGINAL SOURCE. THIS IS A COPY OF THE ORIGINAL SOURCE. THIS IS A COPY OF THE ORIGINAL SOURCE. THIS IS A COPY OF THE ORIGINAL SOURCE. THIS IS A COPY OF THE ORIGINAL SOURCE.

The Kohler Co. (<http://www.corporatekohler.com/>) wants 500 acres of land, including the site of a golf course it wants to develop along Lake Michigan, annexed into the city of Sheboygan from the Town of Wilson.

The company published a notice of intent in the Sheboygan Press on Friday, saying the city is more fiscally stable to serve as a host for a "world-class golf destination."

"Our 18-hole, public golf course will be a tremendous economic benefit to the region, creating hundreds of jobs and an annual, multi-million dollar positive economic impact," said Dirk Willis, group director of golf for Kohler Co.'s Hospitality and Real Estate Group in a written statement. "It is in the public's best interest to have the project be located in a financially stable municipality like the City of Sheboygan, which is able to provide on a long-term basis the appropriate level of services to both the project and residents."

Kohler Co. has been planning an 18-hole course since 2015. It will be built on 247 acres of land along Lake Michigan that the company has owned in the Town of Wilson, south of the city of Sheboygan, for 75 years.

The course has been designed by Hall of Fame golf course architect Pete Dye and will join Kohler Co.'s two other courses in Sheboygan County, Whistling Straits (<http://www.americanclubresort.com/golf/whistling-straits/>) and Blackwolf Run (<http://www.americanclubresort.com/golf/blackwolf-run/>).

In March, Kohler Co. submitted permit applications for its proposed golf course to the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. The updated plans reduced the wetland impact from 25 acres to 3.69 acres.

The potential annexation would not have any impact on the ongoing review by the DNR and the Army Corps of Engineers, Kohler Co. Willis said.

"People understand that Kohler Co. has an established track record of good business and environmental stewardship, and we are committed to being a good neighbor following all of the municipal, state and federal regulations that apply," Willis said.

The Sheboygan city administrator Darrell Hoffland said Kohler Co. will submit its completed annexation petition by mid-May and it will be on the city's plan commission agenda for discussion May 30.

Kohler Co. has expressed its desire to host at least two informal public meetings on the project and the Common Council has also indicated it would host a public meeting, Hoffland said.

The plan commission will likely vote on the matter in June before the full council votes on the rezoning request related to the annexation and a development agreement in June or July, Hoffland said.

Hoffland said the city is appealing to Kohler Co. because it can provide police, fire and water service to the property, which the town cannot. Water mains would need to be extended to the property.

"The city does not actively pursue annexations," Hoffland said. "It is at a property owner's request to join a city or village."

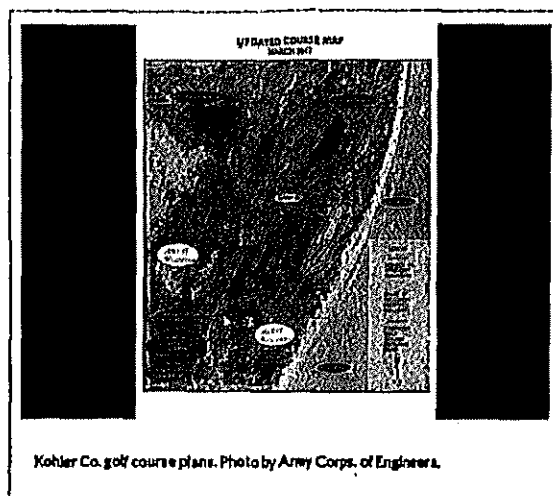
The Town of Wilson will discuss the proposal in closed session tonight and likely make a decision in open session, although what that will be is still unknown, said Town Chairman John Ehmann.

Ehmann was cautious to speak without being advised by the town attorney. He said there are still many unanswered questions because the parcel Kohler Co. is seeking to annex does not border the city of Sheboygan.

"They are proposing a path through the town," Ehmann said. "It also looks like they are annexing some state land. This is a very unusual type of annexation they are seeking."

Hoffland said in the annexation petition submitted to the Sheboygan Press, there is a connection identified where the township property and the city connect. It is on the city's southeast border near the R-Averdale Country Club, he said.

"By state law it must be a connection," he said. "It could be 10 feet [wide] or a half mile, it just has to be a connection."



FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TIERNEY & CORREA, P.C.

719 Second Avenue
701 Millennium Tower
Seattle, WA 98104

Robert D. Zeinemann
Attorney At Law
Email: zeinemann@tierneylaw.com
Phone: (206) 232-3074
Facsimile: (206) 232-3076
*ALSO ADMITTED IN WISCONSIN

June 7, 2017

Via Email to wimunicipalboundaryreview@wi.gov and mark.herman@wisconsin.gov

Erich Schmidtke
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Town of Wilson's Third Submittal for DOA Petition File No. 14018

Dear Erich:

This letter and its exhibits provide additional information to assist you in reviewing the proposed Kohler Company annexation to the City of Sheboygan.

Attached as Exhibit 3, is an opinion letter by Municipal Boundary Review, dated October 5, 2009, Petition File No. 13411 (13429), which was a proposed annexation to the Village of Mount Horeb. This letter is posted on Municipal Boundary Review's website as an example, presumably as guidance to the public. That opinion letter states: "this annexation is essentially a "balloon on a string," a form of annexation prohibited by annexation law...." As authority, that letter cites the primary court decision relied on by the Town of Wilson in its briefing, *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41, 127 N.W.2d 757 (1964). That letter is entirely consistent with how Municipal Boundary Review treats balloon-on-a-string annexations—they are found to be contrary to the public interest.

Attached as Exhibit 4, is a contiguity review conducted by Municipal Boundary Review on June 18, 2015, for an annexation ordinance adopted by the City of Whitehall. The result was that "the Department of Administration finds that this annexation territory is not 'contiguous' to the City of Whitehall." (emphasis original). The Department again cited *Town of Mt. Pleasant*, 24 Wis. 2d 41 (1964) as controlling authority. Regarding the City of Whitehall's annexation, the Department wrote:

This type of configuration has been referred to by the Wisconsin Supreme Court in *Mt. Pleasant v. Racine* as a "Balloon-on-a-String configuration which is contrary to annexation law because it fails to constitute appropriate contiguity. It is worth noting that both the "Balloon" and "String" aspects of this annexation are significantly more substantial in terms of size and distance than was the case in *Mt. Pleasant v Racine...*,"

EXHIBIT G

June 7, 2017
Page 2 of 3

The Town also refers you to DOA Petition File Nos. 13631 and 13648 for further support of the Town's case that the proposed Kohler annexation is against the public interest. The Town is highly confident that if it extensively searched the Department's municipal data system website, made public records requests for documents at DOA and in the state archives, and visited the State Historical Society library (the final resting place for annexation files), the Town would find bountiful and consistent examples of balloon-on-a-string annexations being given against the public interest findings from Municipal Boundary Review.

It would be arbitrary and capricious of MBR to reverse its past practices and precedents with regard to its treatment of proposed annexations that are balloons-on-a-string. Thus, MBR must find the proposed Kohler annexation to be against the public interest.

Another problem with this proposed balloon-on-a-string annexation is that the "balloon" portion of the annexation is far removed from the City. Because Town of Wilson residents surround the Kohler property territory on three sides (Lake Michigan is on the fourth side), the Town government should make the permit decisions because it's the Town residents who are affected, not City residents. Elected representatives of a far-away jurisdiction would make land use decisions that significantly impact more residents in the Town than the City. The City's conditional use (CUP) code provides an example of that dynamic.

Under both the City and Town's land use codes, Kohler would be required to seek a conditional use permit (CUP) to build a golf course. Both CUP codes have similar standards. The City's CUP standards state that it must find that "the proposed Conditional Use will not create major undesirable impacts on nearby properties." Sheboygan Code section 15.905(1)(d). The problem with that language is no City residents are nearby the Kohler property. Of course the City can find no impacts on nearby residents—there are no nearby City residents. Thus, the City officials won't pay a political price for upsetting the nearby Town residents and property owners. This is a reason why Sheboygan is the wrong local government to do the local land use review and permitting. The proposed annexation would create a situation where a more distant government makes decisions with the potential to create large negative impacts on residents who don't reside in the City.

Attached as Exhibit 5, is an exhibit City staff presented to the City Plan Commission in May. It is the SR-4 zoning recommended by the Plan Commission that evening. Compare Town Exhibit 5 to Exhibit 1 submitted to you on June 1st. As evidence that the Town can better provide zoning services, it is worth noting that the City's planning staff ludicrously wrote the following in its materials to the City Plan Commission:

The proposed Suburban Residential (SR-5) zoning designation that is to be established for the parcels that are to be annexed into the City is consistent with the City of Sheboygan Future Land Use Map in the City of Sheboygan Comprehensive Plan.

June 7, 2017
Page 3 of 3

Sincerely,

/s/ Robert Zeinemann

Robert Zeinemann
TIERNEY & CORREA, P.C.

cc: Mark Herman, DOA Legal Counsel



WISCONSIN DEPARTMENT OF
ADMINISTRATION

JIM DOYLE
GOVERNOR
MICHAEL MORGAN
SECRETARY

Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: <http://doa.wi.gov/municipalboundaryreview/>

October 5, 2009

PETITION FILE NO. 13411 (13429)

CHERYL SUTTER, CLERK
VILLAGE OF MOUNT HOREB
138 E MAIN ST
MT HOREB, WI 53572-2138

HELEN KAHL, CLERK
TOWN OF BLUE MOUNDS
10566 BLUE VISTA RD
BLUE MOUNDS, WI 53517-9701

Subject: MT. HOREB AREA SCHOOL DISTRICT ANNEXATION

The proposed annexation submitted to our office on September 09, 2009, has been reviewed and found to be contrary to the public interest, as none of the concerns expressed in our previous determination letter have been addressed. To wit:

The subject petition is for territory that is reasonably shaped and technically contiguous to the Village of MOUNT HOREB. However, as filed, this annexation is essentially a "balloon on a string," a form of annexation prohibited by annexation case law:

Section 66.0217 (6), Wis. Stats., requires the Department to advise the annexing municipality whether or not an annexation petition is in, or against, the public interest considering s. 66.0217 (6) (c), including shape and contiguity of the proposed annexation. In *Incorporation of the Town of Pewaukee*, 186 Wis. 2d 515, 525, the Wisconsin Court of Appeals opined "...that the DOD (now DOA) reviews annexations only in consideration of the objectives recognized by the legislature--to prevent haphazard, unrealistic and competitive expansion of municipalities which disregards the overall public interest." As a "balloon on a string"-type annexation, this petition does not meet the minimum standard for contiguity established by the Wisconsin Supreme Court in *Town of Mt. Pleasant v. City of Racine*, 24 Wis.2d 41, 127 N.W.2d 757 (1964). Balloon-on-a-string type annexations that use road right-of-way or other isolated strips of land for contiguity create bizarre and unworkable municipal boundaries that are difficult to serve and are confusing for area residents, businesses, emergency response personnel, and others.

The Town has reiterated its concern that representatives of the Mount Horeb Schools previously appeared before the Town Board in September of 2005, proposing that the site be used for a school bus garage, a use that the Town Board did not favor, expressing concerns over traffic and other safety issues. The Town Board requested that a traffic study be prepared before agreeing to any rezoning of the parcel, and the study was never submitted. The Town believes these concerns have yet to be addressed. The Village states that this property will likely be used for future school expansion, but that the plan commission has not reviewed any development proposals, and that municipal services may be available within the next 2-10 years. The "balloon on a string," (in this case an approximately 500' long string) configuration of this annexation petition, if adopted as an ordinance, could potentially present future problems for the Village as other parcel owners seek annexation in the future.

CHERYL SUTTER, CLERK
HELEN KAHL, CLERK
October 5, 2009
Page 2

Given the configuration of Town and Village parcels in this area, including the CTH JG and USH 18/151 right-of-way at this location, I would recommend that the Village and Town jointly try to resolve the potential policy and service issues, either through a reworked annexation petition and subsequent rezoning, or preferably by an intergovernmental agreement using s. 66.0301 or s. 66.0307, Wis. Stats.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

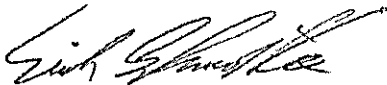
State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13411**

Mail these documents to:

Wisconsin Department of Administration,
Municipal Boundary Review
PO Box 1645
Madison WI 53701-1645

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=192>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

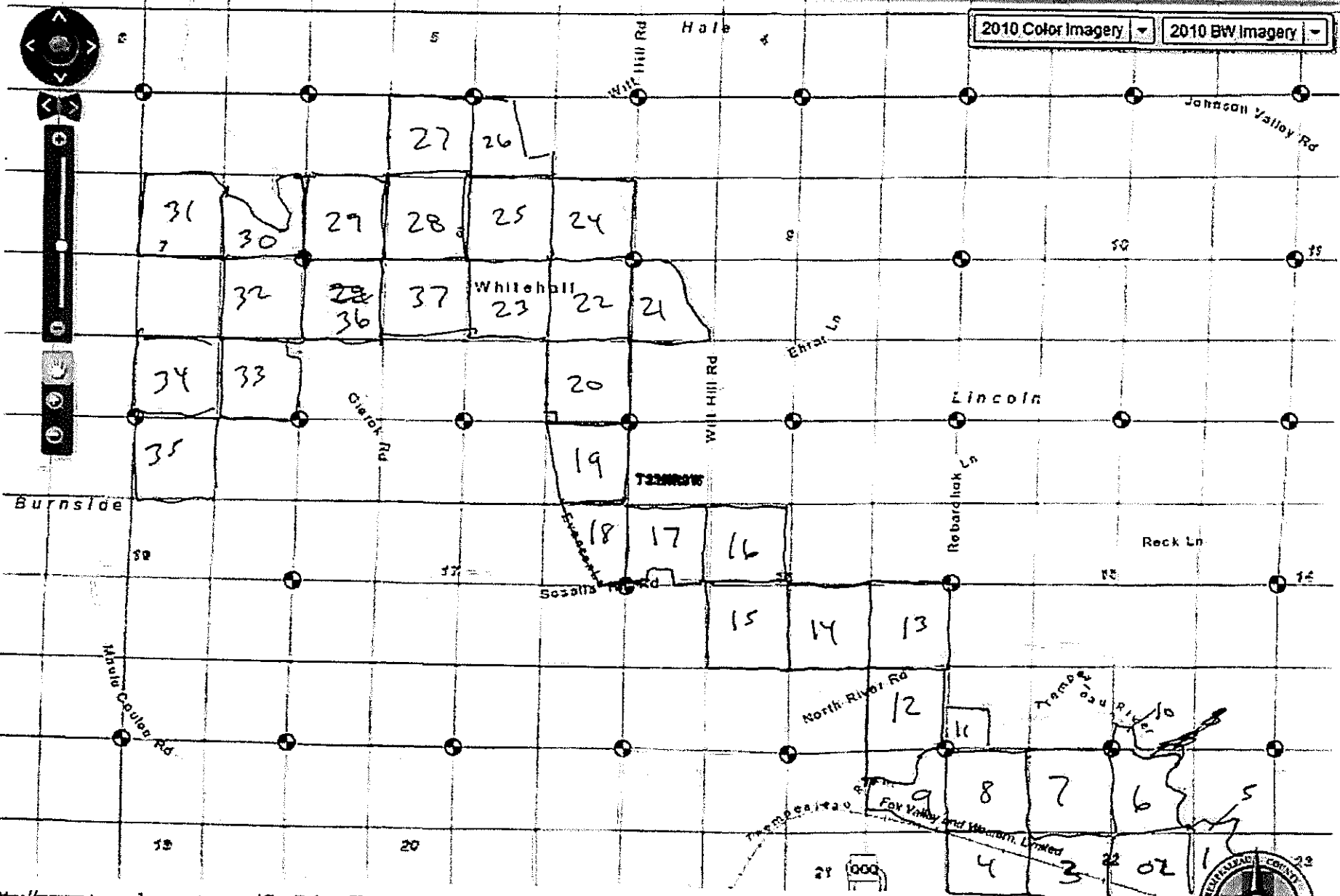
Sincerely,



Erich Schmidtke, Municipal Boundary Review

cc: petitioner

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WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY

Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: <http://doa.wi.gov/municipalboundaryreview/>

June 18, 2015

JACK SPEERSTRA, CHAIRPERSON
TOWN OF LINCOLN
N35677 CTH D
WHITEHALL, WI 54773

Subject: City of Whitehall Annexation Ordinance

On May 29, 2015 the Department received a request per Wis. Stats. s. 66.0217(6)(d) to review an annexation which was adopted by the City of Whitehall for territory from the Town of Lincoln. Based upon the analysis detailed below, the Department of Administration finds that this annexation territory is not "contiguous" to the City of Whitehall.

In determining whether an annexation ordinance complies with s. 66.0217(6)(d), Wis. Stats., the Department considers:

- 1) Contiguity requirement - the annexation territory must be contiguous to the annexing city or village.
- 2) Same-County requirement - if no part of the annexing city or village is located within the same county as the annexation territory, then the town board whose territory is being annexed must first adopt a resolution approving the proposed annexation.

The Department finds that the City of Whitehall annexation ordinance meets the same-county requirement but not the contiguity requirement.

The City of Whitehall adopted an annexation ordinance on April 29, 2015 for territory from the Town of Lincoln in Trempealeau County. The City adopted the annexation in four "phases", with a separate ordinance adopted for each phase. Phase 1 lies immediately adjacent to the City's northern boundary, while Phases 2, 3, and 4 extend further and further out into the northwest part of the Town of Lincoln, with Phase 4 lying more than three miles from Whitehall's municipal limits.

The fact that the City chose to annex this territory via four separate ordinances on the same day does not in any way affect the Department's analysis. To limit its administrative inquiry to only certain phases or segments of this annexation would be to put form over substance. Lacking clearer guidance from the judiciary and the Legislature, the Department will examine the annexation in its entirety.

However, we will utilize the City's four phases for purposes of describing the annexation territory and analyzing its overall contiguity. Here then is each of the specific phases comprising this annexation:

- Phase 1 – consisting of over 1000 acres, Phase 1 territory adjoins the City’s northern municipal boundary for a distance of approximately 1 mile;
- Phase 2 – consisting of over 1000 acres, Phase 2 territory constitutes a narrow ribbon, varying in width from 370-400 yards, which snakes out into the Town of Lincoln in a northwesterly direction for a distance over 1.5 miles before connecting with Phase 3;
- Phase 3 – consisting of roughly 1500 acres, Phase 3 territory adjoins with Phase 2 at a connection of roughly 380 yards before expanding considerably both east-west and north-south, and
- Phase 4 – consisting of approximately 1200 acres, Phase 4 territory adjoins with Phase 3 along Phase 3’s western boundary at a connection distance of ½ mile and then extends to the west and south in an irregular fashion.

Were this annexation limited to the territory in Phase 1, it might be found to be contiguous because of Phase 1’s compactness and lengthy connection to the City. However, this annexation also includes additional territory in Phases 2, 3, and 4, and it is with regards to this territory that there exists a contiguity problem. Specifically, Phase 2 constitutes a long and narrow corridor of territory which primarily serves to connect the much larger territory in Phases 3 and 4. This type of configuration has been referred to by the Wisconsin Supreme Court in *Mt. Pleasant v. Racine*¹ as a “Balloon-on-a-String” configuration which is contrary to annexation law because it fails to constitute appropriate contiguity. It is worth noting that both the “Balloon” and “String” aspects of this annexation are significantly more substantial in terms of size and distance than was the case in *Mt. Pleasant v. Racine*, particularly considering the relationship of the annexation to the City of Whitehall’s existing primary core area.

Based upon the foregoing it is the finding of the Department of Administration that the territory annexed from the Town of Lincoln is not “contiguous” to the City of Whitehall. The Department’s finding is advisory in nature, and is not binding upon any party. However, the Department’s finding does entitle the Town of Lincoln to challenge the annexation in circuit court, pursuant to Wis. Stats. s. 66.0217 (6) (d) 2., should the Town choose to do so.

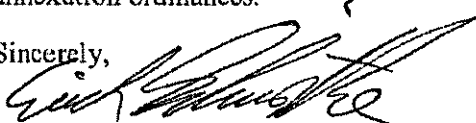
If the Town of Lincoln does in fact decide to contest this annexation in court, the Department reminds the City of Whitehall of its statutory obligation to file notice of the pending litigation with the Secretary of State’s Office, as required by s. 66.0231 Wis. Stats.

The address of the Office of the Secretary of State is:

Annexations and Railroads
 Division of Government Records
 Office of the Secretary of State
 PO Box 7848
 Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning the review of these annexation ordinances.

Sincerely,



Erich Schmidtke, Municipal Boundary Review

cc: Ashley Slaby, Clerk, City of Whitehall
 Sharon Sosalla, Clerk, Town of Lincoln
 Gregory Przybilla

¹ 24 Wis.2d 41, (1963).

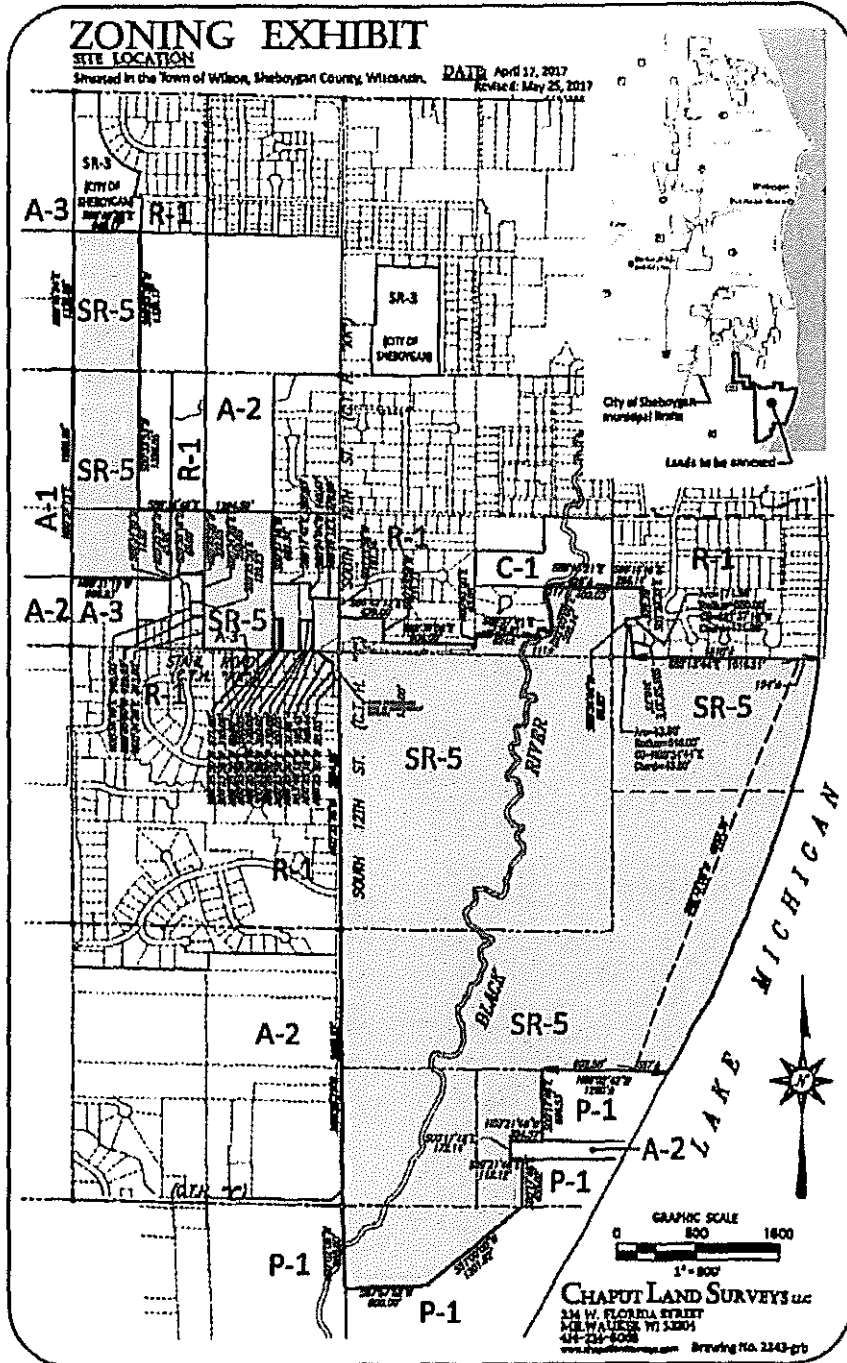
ZONING EXHIBIT

SITE LOCATION

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

DATE: April 17, 2017

Revised: May 25, 2017



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
SHELWATER, WI 53081
920-234-4528
www.chaputland.com Drawing No. 2243-pb

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490

Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

TOWN OF WILSON'S MOTION FOR TEMPORARY INJUNCTION

The Town of Wilson (the "Town"), through its counsel, and pursuant to Section 813.02, Wis. Stats., and the equitable power of this Court, moves for a temporary injunction enjoining the City of Sheboygan (the "City"), and in anyone acting with notice of the injunction and in concert with it, as follows:

1. Taking any action to effectuate or enforce Ordinance No. 6-17-18, attached as **Exhibit A**;
2. This includes, without limitation:
 - a. Permitting or authorizing any activity or development on the annexed land, or any other action which is inconsistent with the Town of Wilson's jurisdiction over, and zoning of, the land as it existed prior to the passage of the Ordinance.
 - b. Taking any action to effectuate any rezoning of the annexed, including allowing any development on the land consistent with that rezoning;

zoning of, the land as it existed prior to August 7, 2017.

Dated this 18th day of September, 2017.

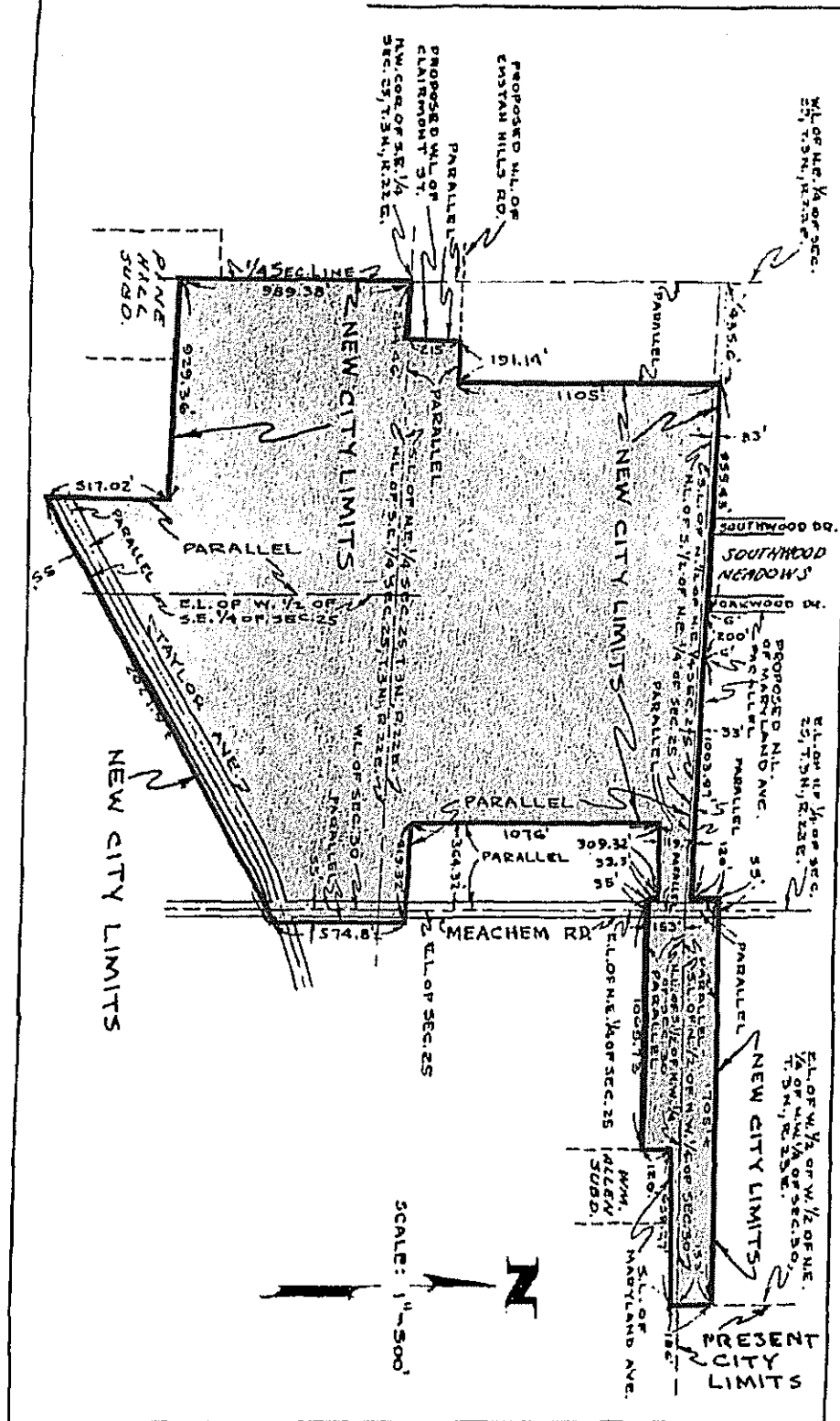
SORRENTINO BURKERT RISCH LLC

By: 

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson



XI

FILED

09-19-2017

Sheboygan County
Clerk of Circuit Court
2017CV000490

Gen. Ord. No. 6 - 17 - 18.

By Alderpersons Bohren and Sorenson.
June 5, 2017.

8.5
2.6

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

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

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

Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to June 19th (2/3 vote)

Held to July 17 CC mtg.

4/17/17 - Wolf motion to hold

EXHIBIT A

149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South $88^{\circ}36'49''$ East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South $00^{\circ}27'16''$ West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South $89^{\circ}17'42''$ East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South $00^{\circ}24'04''$ West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South $88^{\circ}26'12''$ East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South $00^{\circ}23'58''$ West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South $88^{\circ}42'12''$ East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South $00^{\circ}23'58''$ West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South $88^{\circ}39'06''$ East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North $00^{\circ}43'00''$ East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South $88^{\circ}37'41''$ East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South $88^{\circ}37'41''$ East 111 feet more or less from the thread of Black River; thence North $22^{\circ}00'00''$ East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South $88^{\circ}45'21''$ East 217 feet more or less from the thread of Black River; thence South $88^{\circ}45'21''$ East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South $89^{\circ}16'46''$ East along the South line of said Lot 296.14 feet to a point; thence South $01^{\circ}23'32''$ East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South $81^{\circ}37'16''$ West 171.28 feet to a point; thence South $00^{\circ}34'44''$ West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North $88^{\circ}34'44''$ East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South $06^{\circ}58'30''$ East along the West line

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

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

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

Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to

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

Section 6. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

James A. Boh
Barry Soars

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

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

**TOWN OF WILSON'S BRIEF IN SUPPORT OF
MOTION FOR TEMPORARY INJUNCTION**

INTRODUCTION

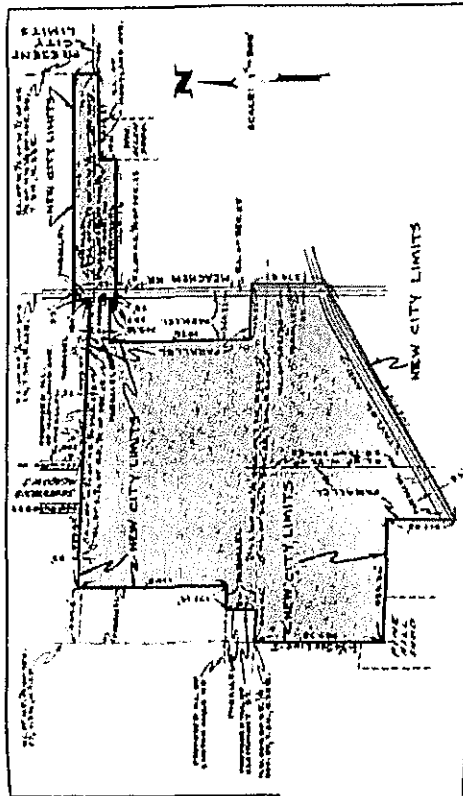
Annexation cases are “textbook” cases for temporary injunctions, and this is such a case. The City of Sheboygan (“Sheboygan”) has improperly reached more than a mile beyond its border to annex land in the Town of Wilson (the “Town”). Sheboygan reached deep within the Town’s borders to by taking an irregular, “balloon-on-a-string”-shaped annexation, which was contrived solely to “connect” non-contiguous land on which Kohler Co. (“Kohler”) wanted to develop a golf course. Sheboygan then immediately rezoned this land to allow Kohler to develop a golf course within Town, circumventing the Town’s Board and moving the decision on the golf course to Sheboygan, where Town residents affected by the development have no vote or representation. This development will proceed, and the land will be irreparably altered (without the input or authority of the Town or its residents), unless the Court temporarily enjoins Sheboygan from effectuating the ordinance pending a decision on the annexation’s merits.

Under Wisconsin law, annexation cases almost *per se* meet the first three requirements of a preliminary injunction – preserving the *status quo*, avoiding irreparable harm, and the lack of a

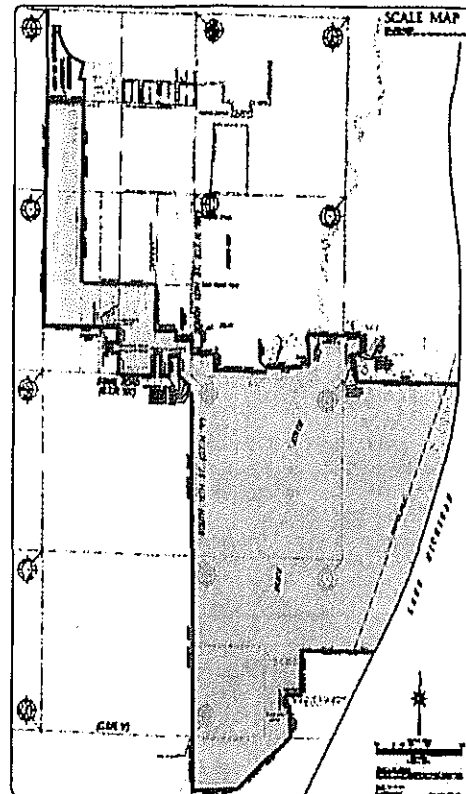
legal (monetary) remedy. There is nothing distinguishing this case from prior cases on these requirements. And, in this case, there is a pre-annexation agreement between Sheboygan and Kohler that creates a virtually-vested contractual for Kohler to develop the land if the city effectuates the ordinance by granting a conditional use permit. Thus, it is “well-nigh an imperative duty of the court” to grant a temporary injunction while it decides whether the annexation was proper in the first place, unless the Town shows no reasonable probability of success on its claim.

Sheboygan’s annexation is improper on its face, and the Town has more than a reasonable probability of success of voiding it. An annexation must satisfy all three factors of the so-called “rule of reason” -- (1) it must be contiguous to the city and not irregularly shaped; (2) there must be some reasonable present or demonstrable future need for the annexed property; and (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality. The Supreme Court’s seminal and binding *Mt. Pleasant* decision renders the shape of Sheboygan’s annexation invalid on its face -- this type of “balloon-on-a-string” annexation, by which a city takes non-contiguous land (the “balloon”) that is “connected” to the city only via a narrow pathway that creates a small border (the “string”), is irrational, non-contiguous and void as a matter of law:

Mt. Pleasant
Rejected “Balloon-on-a-String”



This Case



There is no distinction between these two, virtually-identical “balloon-on-a-string” annexations that would save Sheboygan’s attempt to grab this non-contiguous golf course development from the Town.

Sheboygan’s annexation also fails the other “rule of reason” requirements. There is no shown “need” for this annexation – since 2014, Kohler has proposed this golf course to the Town, applied for a conditional use permit (“CUP”) from the Town, represented the golf course would be served by water infrastructure within the Town, and never raised any concerns about the Town’s financial stability or ability to govern this development. To the contrary, as recently as February, 2017, Kohler promised the Town it would complete its CUP to the Town. Kohler’s newly-founded “need” for Sheboygan to take over its development is nothing more than an

attempt to circumvent the Town, the Town's citizens, and the Town's ordinances and evaluation of its proposal, in favor of paying Sheboygan to take the land and approve its development.

Sheboygan's annexation also fails the final rule-of-reason requirement, as the facts demonstrate that this annexation is contrived, illegitimate, and an abuse of discretion. Kohler created a "string" to connect its proposed golf course to Sheboygan by clandestinely purchasing select properties in the Town, renting those properties to its employees or agents, then building the string" around those properties – winding, weaving, and excluding opposition to ensure it controls enough of the "string's" assessed value to force an annexation. And, the facts show an illegitimate "*quid pro quo*" between Sheboygan and Kohler, whereby Kohler subsidizes Sheboygan's future ability to annex Town land by paying for Sheboygan's extension of water systems into the Town, shaping the annexation to create a larger border between the Town and Sheboygan, and paying Sheboygan's attorneys' fees (up to \$200,000) to fight any challenges to this annexation. Members of Sheboygan's Common Council have financial and employment ties to Kohler. Not surprisingly, Sheboygan almost immediately approved Kohler's annexation petition and rezoned the land for Kohler's golf course, without any legitimate evaluation of the proposed development.

In sum, Sheboygan's annexation fails the "rule of reason," does not comply with annexation statutes, and improperly circumvents the Town and its citizens. In *Mt. Pleasant*, the Supreme Court warned against these tactics by cities and developers:

Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Town of Mt. Pleasant v. City of Racine, 24 Wis.2d 41, 48, 171 N.W.2d 757 (1964). And, Kohler itself confirmed the tactic this “balloon-on-a-string” annexation:

By state law it must be a connection. It could ten feet [wide] or a half mile, it just has to be a connection.

(Business Time Article quoting Dirk Willis, group director of golf for Kohler’s Hospitality and Real Estate Group, attached to the Appendix to the Verified Complaint as Exhibit C).

In other words, this annexation is a sham. Under established and binding Wisconsin law, the Court should grant the Town’s motion for a temporary injunction.

FACTS

The relevant facts are set forth in the Town’s Verified Complaint and, for the purposes of brevity, are not repeated here.

ARGUMENT

A court may issue a temporary injunction when the moving party demonstrates four elements: (1) the movant is likely to suffer irreparable harm if a temporary injunction is not issued; (2) the movant has no other adequate remedy at law; (3) a temporary injunction is necessary to preserve the status quo; and (4) the movant has a reasonable probability of success on the merits. *Milwaukee Deputy Sheriffs’ Ass’n v. Milwaukee County*, 2016 WI App 56, ¶ 20, 370 Wis.2d 644, 883 N.W.2d 154 (citing *Werner v. A.L. Grootemaat & Sons, Inc.*, 80 Wis.2d 513, 520–21, 259 N.W.2d 310 (1977)). If the first three elements are satisfied, “the complaint states a cause of action, and the motion papers disclose a reasonable probability of plaintiff’s ultimate success, it is well-nigh an imperative duty of the court to preserve the *status quo* by temporary injunction.” *Shearer v. Congden*, 25 Wis.2d 663, 668, 131 N.W.2d 377, 381 (1964).

The Town’s pleadings and motion papers establish every one of these elements, and a temporary injunction should be granted while the Court decides the merits of this case.

I. THE FIRST THREE PREREQUISITES ARE EASILY SATISFIED AND STRONGLY FAVOR A TEMPORARY INJUNCTION.

A temporary injunction is the proper remedy to enjoin enforcement of an annexation ordinance while that ordinance is challenged in litigation:

...a trial court in the exercise of its equitable power should not hesitate to preserve the status quo and to restrain the enforcement of the annexation as an incidental remedy in the declaratory judgment action. Such declaration of the status should govern the rights of all parties and the public in relation to the annexation until the final determination on the merits is made. Not only private rights but public rights demand this certainty of status.

Town of Fond du Lac v. City of Fond du Lac, 22 Wis.2d 525, 532, 126 N.W.2d 206 (1964) (emphasis added). This remedy is available to both parties, during trial and on appeal, because preventing either parties' activities on disputedly-annexed land is necessary to preserve the *status quo* until the rights regarding the land are finally determined. See *Town of Mt. Pleasant v. City of Racine*, 28 Wis.2d 519, 137 N.W.2d 656 (1965) (Circuit Court's granting of an injunction pending appeal in an annexation case "was proper in that it was merely preserving the *status quo* as suggested in *Town of Fond du Lac v. City of Fond du Lac*."); *Town of Fond du Lac*, 22 Wis.2d at 532 (affirming the Circuit Court's temporary injunction restraining enforcement of an annexation ordinance). This flows, in part, from the long-recognized proposition that a town's loss of land is an irreparable injury. *Town of Blooming Grove v. City of Madison*, 275 Wis. 328, 337, 81 N.W.2d 713 (1957) ("[i]njunctive relief may be granted in aid of a declaratory judgment" challenging an annexation, as the "unauthorized dismemberment of the town is an injury to the town's interest. Such injury is of course irreparable").

This case is indistinguishable from the above-cited cases on the issues of *status quo*, adequacy of legal remedy, and irreparable harm. Town of Wilson is seeking to have the annexation ordinance declared invalid and contrary to law. An injunction is necessary to

preserve the *status quo* while this challenge is adjudicated, and to prevent the irreparable harm of the loss and alteration of land within the Town. The Town is unaware of any case law denying injunctive relief on a challenged annexation based on these three elements.

And, lest there is any doubt about the need for an injunction, Sheboygan is moving forward to effectuate the annexation and allow the Kohler development. Sheboygan immediately rezoned the disputedly-annexed land to permit the golf course. On August 17, 2017, Sheboygan's Election Specialist, Sherrill Smith, sent a letter to the Town of Wilson requesting forms and applications for "completing the Annexation Checklist required by the Wisconsin Elections Commission."

Additionally, Kohler has scheduled to commence the clear cutting of coastal forestry that does not comply with the County Shoreland Ordinance. An injunction is the proper remedy to halt these and other activities intended to effectuate the annexation pending the resolution of this lawsuit.

These three factors weigh strongly in favor of a temporary injunction in any annexation case, including this one.

II. THE TOWN HAS A SUFFICIENT LIKELIHOOD OF SUCCESS TO WARRANT AN INJUNCTION TO PRESERVE THE *STATUS QUO*.

Because a temporary injunction will preserve the *status quo* and prevent the irreparable harm, "it is well-nigh an imperative duty of the court" to grant an injunction unless the Town has no reasonable probability of success on the merits. *Shearer*, 25 Wis.2d at 668. The Town has more than enough chance of success to warrant an injunction pending a final resolution of this case, as the City's annexation is an invalid, irregular "balloon-on-a-string" annexation, and because it did not strictly comply with the requirements of the annexation statute.

A. Standards for Review of Annexations.

Annexation procedures in Wisconsin are established by statute. Sheboygan's annexation in this case is a non-unanimous annexation under Wis. Stat. § 66.0217 (3) (2015). With this type of annexation, a city may force an annexation over the objections of some property owners, but only if the annexation is for "contiguous" territory that is supported by a requisite amount of other property owners in the to-be-annexed territory.¹

Courts must void these types of annexations if they do not strictly comply with the mandatory procedures established by statute. "[S]ubstantial compliance will not save an annexation that is not accomplished in 'strict conformity' with statutory mandates." *Town of Baraboo v. Village of W. Baraboo*, 2005 WI App 96, ¶ 7, 283 Wis. 2d 479, 488, 699 N.W.2d 610, 615 (2005). After an annexation is adopted, a city "cannot correct mistakes" later by "re-enacting correcting ordinances." *Town of Windsor v. Village of Windsor*, 2003 WI App 114, ¶ 15, 265 Wis. 2d 591, 602-03 (2003).

¹ The statute provides, in part, as follows:

(3) Other methods of annexation. Subject to ss. 66.0301 (6) (d) and 66.0307 (7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:

(a) direct annexation by one-half approval. A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following

1. A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:

- a. The owners of one-half of the land in area within the territory.
- b. The owners of one-half of the real property in assessed value within the territory.

2. If no electors reside in the territory subject to the proposed annexation, by either of the following:

- a. The owners of one-half of the land in area within the territory.
- b. The owners of one-half of the real property in assessed value within the territory.

Courts must also void these types of actions if they are otherwise arbitrary and capricious or an abuse of the municipality's discretion, notwithstanding procedural compliance. *Town of Menasha v. City of Menasha*, 170 Wis. 2d 181, 189 (Wis. App. 1992). To evaluate this, courts apply a three-part "rule of reason":

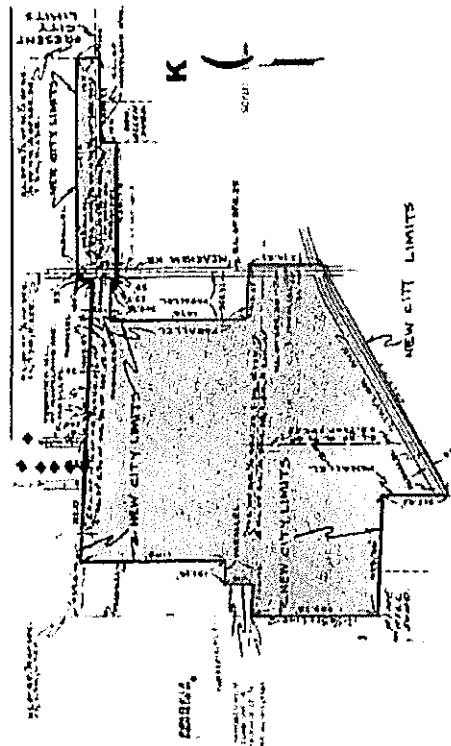
- (1) exclusions and irregularities in boundary lines must not be the result of arbitrariness;
- (2) some reasonable present or demonstrable future need for the annexed property must be shown; and
- (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality.

Id. at 190. Where the proposed boundaries of an annexation are greatly irregular – for example, shaped as a “balloon-on-a-string” or “gerrymandered” – the shape alone renders the annexation non-contiguous, arbitrary and capricious, an abuse of discretion, and void. *Mt. Pleasant*, 24 Wis.2d at 48; *Town of Menasha* 170 Wis.2d at 197, n. 3; *Town of Baraboo*, 283 Wis.2d at 497-98.

B. This is an improper “Balloon-on-a-String” or “Gerrymandered” Annexation That Fails the Rule of Reason.

1. The Shape of the Annexation Renders It Void.

The seminal case regarding the arbitrariness of “balloon-on-a-string” or “gerrymandered” annexations is *Town of Mt. Pleasant v. City of Racine*. There a private company owned land within the Town of Mt. Pleasant, and which was not contiguous to the City of Racine. *Mt. Pleasant*, 24 Wis.2d at 42-46. At the company's request, the City of Racine attempted to annex Kohler's 145 acres of land via an irregular-shaped parcel, which was “connected” to Racine only by a narrow pathway over 1,700 feet long, and ranging from 152 to 306 feet wide. *Id.* at 43. The Supreme Court embedded this annexation map into its opinion:



Id. (*Mt. Pleasant* annexation map also attached hereto as **Exhibit 1**). It termed this type of annexation a “corridor annexation,” “strip annexation,” “shoestring,” “gerrymander,” and “crazy quilt.” *Id.* at 46. Subsequent courts, discussing the *Mt. Pleasant* annexation, referred to it as a “balloon on a string,” *Town of Waukechon, Shawano County v. City of Shawano*, 53 Wis.2d 593, 597, 193 N.W.2d 661 (1972), or “balloon on a stick.” *Town of Baraboo*, 283 Wis.2d at 498.

Whatever the label, the Supreme Court in *Mt. Pleasant* voided the annexation, holding that this shape of annexation violated the first prong of the rule of reason, and was not a “contiguous” annexation under the statute:

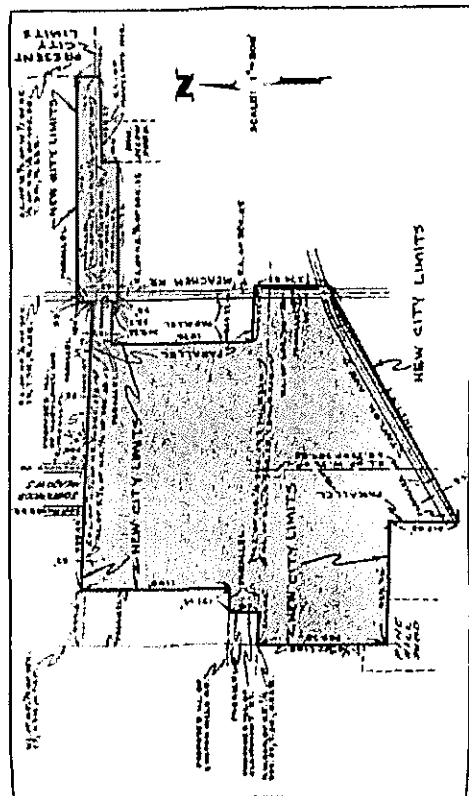
...Such a result does not coincide with legislative intent... [A]nd application thereto of the rule of reason... compels us to conclude that the annexation of the area in question does not meet the statutory requirement of contiguity.

Mt. Pleasant, 24 Wis. 2d at 46-47. The Court noted that it was not uncommon for private developers to ask cities to reach into towns in this manner, but that it was improper. *Id.*

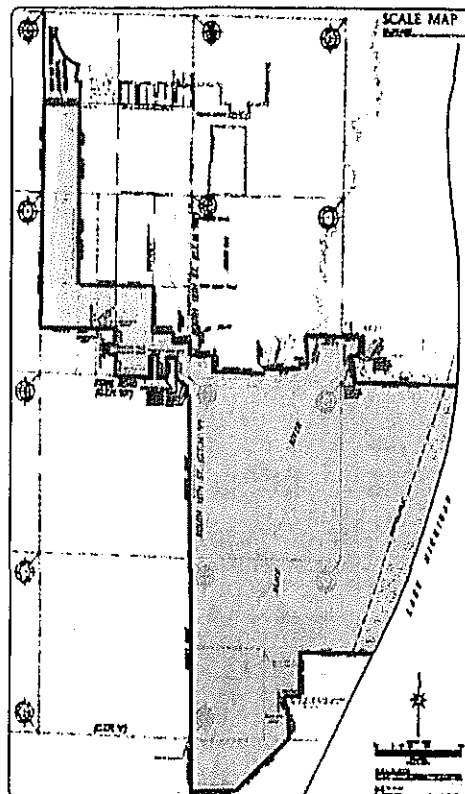
Mt. Pleasant has never been overruled, and is the law of this State. Subsequent courts, have further held that an annexation is particularly suspect if its borders have been drawn in an irregular fashion solely for the purpose meeting statutory requirements—for example, when a “string” of land is constructed to include electors in favor of the annexation while excluding neighbors who are opposed, or when the annexation includes properties that do not need municipal services, but are added to the annexation solely to reach the property of the annexation’s primary supporter. *See, e.g., City of Beloit v. Towns of Beloit, Turtle & Rock*, 47 Wis. 2d 377, 391, 177 N.W.2d 361, 370 (1970) (holding that an annexation violated the rule of reason and was void; it was “designed solely to assure its success and therefore the annexation is arbitrary and capricious”).

There is no material distinction between the annexation in *Mt. Pleasant* and the annexation here. A private party developer—Kohler—petitioned for annexation of land it owns in the Town, on which it wants to develop a golf course. That land is not contiguous with Sheboygan, and is only “connected” to Sheboygan through a “balloon-on-string” configuration that is similar to, but even more extreme than, the *Mt. Pleasant* annexation:

Mt. Pleasant



This Case



There is no distinction between these two configurations that render Sheboygan's annexation any less arbitrary, capricious, or non-contiguous than the annexation in *Mt. Pleasant*, or remove it from the rule of that case.

To the extent there is any distinction between the two annexations, Sheboygan's is more arbitrary, capricious, and irrational. The *Mt. Pleasant* "string" connected a 145 acre "balloon" to the City of Racine via a relatively straight, albeit narrow, connection; in this case, the "balloon" is larger, and the "string" is just narrow but is longer, is jagged, and avoids other, more straightforward connections to Sheboygan:

	Sheboygan Annexation	Mt. Pleasant Annexation
“Balloon” Size	480 acres (approx.)	145 acres
“String” Length	5,448 feet	1,705 foot
“String” width	As narrow as 190 feet in several locations [See larger maps in appendix]	As narrow as 152 feet in one location

Here, Sheboygan’s “string” splits several properties into three parts (city/town/city), and physically divides the northeast portion of the Town, isolating things such as its fire department from the rest of the Town. *Id.* It is irrationally designed solely to make a connection to Sheboygan and support an annexation.

Under the binding *Mt. Pleasant* precedent, this annexation fails the first prong of the rule of reason, and is for that reason alone invalid.

2. The Annexation Does Not Serve a Reasonable Present or Demonstrable Future Need.

The annexed land includes land that has absolutely no need for Sheboygan services, such as previously-developed parcels, fragments of an existing country club, and wetlands that cannot be developed. The Town has had sanitary sewer services available in the annexed territory since 1988, already provides sanitary services to the subdivision immediately north of the “balloon” portion of the annexation, and includes Kohler’s territory in the annexation with its Sanitary District #1. The bedrock aquifer in the area allows for both low and high capacity wells in the Town which are sufficient to supply even heavy industry, such as Sigma-Millipore (formerly Aldrich Chemical). And, another golf course, Riverdale Country Club, has operated within the town for over 80 years.

The history of Kohler’s proposed golf course itself shows the “needs” are newly-concocted and pretextual. For example, Kohler announced its golf course plans in 2014, applied for a CUP from the Town in 2014, and released plans in 2015 for irrigation and consumptive

water services from wells in the Town. Kohler did not claim a need for Sheboygan’s “financial stability” in 2014, 2015, or 2016, or even into 2017, when it was working with the Town on the development. Nor does Sheboygan have a legitimate need for this annexation—this territory was not included in Sheboygan’s comprehensive master plan as a target for annexation or development.

The annexation fails the second prong of the rule of reason as well.

3. Other Facts Exist to Demonstrate the Annexation Is Arbitrary and Capricious, and an Abuse of Discretion.

Aside from the annexation’s irregular shape and the lack of need for it, there are other facts to show how, and to what extent, this annexation is arbitrary and capricious, and an abuse of discretion. Beyond its simple dimensions, the path of the “string” is, as in the *City of Beloit* annexation, entirely illogical and arbitrary:

- The “string” starts by appropriating two holes of the Riverdale Country Club, whose owners oppose the annexation and did not sign the petition;
- The “string” then proceeds to capture some vacant wetland, and moves further to take portions of additional golf holes from the existing Riverdale Country Club, before hopscotching east over or around several properties;
- Finally, the “string” includes a large portion Kohler-Andrae State Park, before it at last reaches its ultimate goal – the Kohler property on the shore of Lake Michigan.

Beyond what is obvious from the shape (as in *Mt. Pleasant*) and the irrational property inclusion and exclusion (as in *City of Beloit*), Kohler’s own statements note the annexation was designed to create a bare minimum connection to Sheboygan to support an annexation: “By state law it must be a connection. It could ten feet [wide] or a half mile, it just has to be a

connection.” (Business Time Article quoting Dirk Willis, group director of golf for Kohler’s Hospitality and Real Estate Group, attached to the Appendix to the Verified Complaint as Exhibit C).

Kohler only managed to comply with the statutory requirements for annexation by gerrymandering the string to include two renters who were placed by Kohler in two Kohler-owned residences for the sole purpose of serving as electors to achieve the annexation. Furthermore, the annexation includes a large portion of state park land which is not represented by either electors and does not add assessed value, but was only included to provide a connection to additional Town land to the west of Sheboygan for additional annexation efforts. This is contrary to the intent of the statute which is to seek adequate representation of the land and the residents affected by the annexation.

This annexation is not even consistent with standards usually imposed by the DOA. For example, the DOA rejected a City of Stevens Point annexation in 2012, stating:

The proposed annexation submitted to our office on September 26, 2012, has been reviewed and found, in the Department’s opinion, to be against the public interest.

We recognize the City’s desire to create a commerce center in this area which is consistent with its development strategy and would be a benefit for the region.... In determining whether an annexation is in the public interest, s. 66.0217(6), Wis. Stats. requires the Department to examine “[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city...” so as unincorporated land transitions to city or village status, the resulting boundaries are rationale and easy for jurisdictions and residents to follow.

In this case, the chosen configuration of this annexation leave a 40-acre parcel of land in the Town of Plover which is connected to the rest of the town by a 15’ foot strip of town land, over one-quarter of mile in length. The parcel is essentially surrounded by the City of Stevens Point creating a functional town island. It results in boundaries that are difficult for both the City and the Town to administer, for state, federal, and regional jurisdictions to follow, and for local residents and businesses to understand. The shape of the annexation cannot be said to be compact or rational in shape or to be homogeneous with the boundaries of the existing City and does not coincide with the intent of ch. 66, Wis. Stats.

Annexations that create these types of municipal boundaries, while seemingly harmless by themselves, result in problematic municipal boundaries that are haphazard, confusing, inefficient to serve, and very difficult to correct.

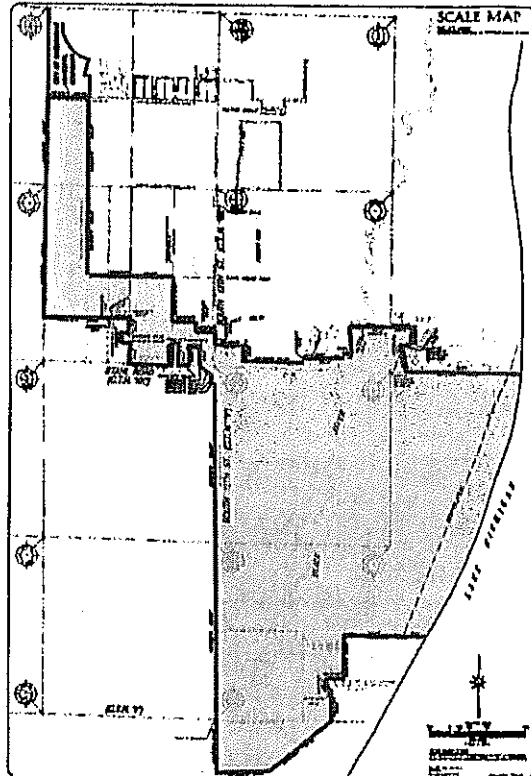
(DOA Decision on Petition File No. 13631, attached to the Appendix to Complaint as **Exhibit D** (emphasis added)). The concerns expressed by the DOA in that matter track the Wisconsin annexation statutes, and each policy issue expressed their weighs against annexation here.

These above-emphasized factors even more warrant a rejection here. This annexation is not consistent with any development strategy—Sheboygan never targeted this annexation land for development in its master development plan. It is not homogenous with Sheboygan or, in particular, the *de minimus* portion of Sheboygan it borders—the annexation is comprised of largely rural land, undeveloped wetland, forests and other natural land. This annexation creates a functional Town island—it separates a portion of the Town, including its Fire Department, from the rest of the Town. This annexation is, as discussed above, not “compact or rational in shape”—it is an improper “balloon-on-a-string” and “gerrymandered” shape that stretches more than a mile to reach its desired, Kohler-owned land proposed for the golf course.

Under the rule of reason, Sheboygan has a reasonable probability of success on the merits, and an injunction is proper.

4. Conclusion.

This annexation fails all of the rule of reason factors but, in this case a picture is worth much more than a thousand words:



It is difficult to realistically fathom an annexation more analogous to *Mt. Pleasant* than is this one; in fact, the shape and contents of Sheboygan's annexation is self-evidently more egregious than was the annexation the Supreme Court invalidated in that case. The binding precedent of *Mt. Pleasant* alone provides the Town with more than a reasonable probability of success on the merits to warrant a temporary injunction.

1. Sheboygan Did Not Receive DOA Certification of the Annexation's Population.

The annexation statutes require a city to include in its Petition the DOA's certification of the population in the annexed territory, unless the city presents a federal census count of the population for that territory:

An annexation petition under this section shall state the purpose of the petition, contain a legal description of the territory proposed to be annexed and have attached a scale map. The petition shall also specify the population of the territory. In this paragraph, "population" means the population of the territory as shown by the last federal census, by any subsequent population estimate certified as acceptable by the department or by an actual count certified as acceptable by the department.

Wis. Stat. § 66.0217(5)(a) (2015).

The Town is unaware of any federal census specific to the annexed territory that was used in the annexation petition, and nor was there any population estimate or actual population count certified by the DOA. This is a failure to strictly comply with the annexation statutes, and renders the annexation void. *See Town of Windsor*, 2003 WI App at ¶ 14 (requiring strict compliance with annexation statutes).

CONCLUSION

Annexations like this should be enjoined until the Court decides the case on the merits. This annexation is substantively and procedurally improper, and the Town has more than a sufficient reasonable probability of success on the merits to warrant a temporary injunction. The Court should grant the Town's Motion for a Temporary Injunction.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT BISCH LLC

By: 

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

II

R. O. No. _____ - 17 - 18. By DIRECTOR OF PLANNING & DEVELOPMENT.
October 2, 2017

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2018 Visit Sheboygan, Inc. tourism budget request from the Sheboygan Area Room Tax Commission.

Finance +
Personnel

Director of Planning & Development

	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	TOTAL	NOTES
Income														
4010 - Room Tax - City of Shenoygan	145,376.71	0.00	75,741.93	0.00	0.00	74,647.78	0.00	0.00	125,911.72	0.00	0.00	179,195.10	599,972.94	
4020 - Room Tax - Town of Shenoygan	0.00	0.00	8,742.43	0.00	0.00	6,095.98	0.00	0.00	14,817.88	0.00	0.00	17,279.62	47,797.58	
4030 - Room Tax - Town of Wilson	0.00	0.00	759.00	0.00	0.00	2,203.00	0.00	0.00	562.50	0.00	0.00	871.50	4,715.50	
4040 - Miscellaneous Income Room Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00 4th of July management fee
Total Income Room Tax Entry	145,376.71	0.00	85,243.36	0.00	0.00	82,946.76	0.00	0.00	141,702.08	0.00	0.00	198,275.72	662,976.92	
4100 - 4th of July - Sponsors	21,775.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,775.40	Carryover from 2017
4110 - 4th of July - Vendors	0.00	0.00	0.00	10,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00	
4120 - 4th of July - Permits	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
4130 - 4th of July - Permits	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
4920 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
Total Income 4th of July (Sponsored)	21,775.40	0.00	0.00	10,000.00	0.00	39,000.00	0.00	0.00	0.00	0.00	0.00	0.00	71,775.40	
5000 - Salaries & Benefits	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	6,293.33	78,400.00	Salary and benefits for seasonal position
5010 - Wages	10,384.62	10,384.62	15,576.62	10,384.62	10,384.62	10,384.62	10,384.62	15,576.62	10,384.62	10,384.62	10,384.62	15,000.00	153,000.00	
5020 - Bonus	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5030 - 401k	623.08	623.08	634.82	773.08	773.08	623.08	623.08	634.82	634.82	634.82	623.08	623.08	8,000.00	
5040 - Health & Dental Insurance	634.30	634.30	634.30	634.30	634.30	634.30	634.30	634.30	634.30	634.30	634.30	634.30	7,612.00	
5050 - STD/Life Insurance	139.00	139.00	139.00	139.00	139.00	139.00	139.00	139.00	139.00	139.00	139.00	139.00	1,668.00	
5060 - Social Security Taxes	704.42	704.42	1,181.63	704.42	704.42	704.42	704.42	1,191.63	704.42	704.42	704.42	704.42	10,328.00	
5070 - Unemployment Taxes	398.00	398.00	398.00	294.00	149.00	150.00	50.00	0.00	0.00	0.00	0.00	0.00	1,798.00	
5110 - Business Insurance	1,850.00	0.00	527.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,577.00	3.577 315 monthly premium, 900 annual, 125 one-time pre-tax switch
5120 - Personal Property Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 Future option
5130 - Rent	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	1,918.67	23,000.00	
5140 - Service Contract	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	3,666.67	44,000.00	
5150 - Meetings	200.00	200.00	250.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,000.00	Incidentals for meetings
5220 - Travel Expense	300.00	600.00	600.00	150.00	150.00	150.00	200.00	150.00	150.00	600.00	600.00	600.00	600.00	4,300.00 Mileage only
5235 - Conferences & Trade Shows	2,500.00	1,000.00	5,000.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	November 30th annual member meeting for Circle WI
5230 - General Event Promos	0.00	0.00	0.00	2,010.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00	16,000 Midwest Market Annual Show in April
5240 - Board/Council	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	3,000.00	4,710 Apr/Nov-Cat Brew tent
5250 - Joint Marketing	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	2,000
5260 - Membership	4,200.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,541.00	7,741 WACVA, WHITA, ASCAP, DMV Circle WI, Creative Cloud, SYNC
5270 - License & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 One-time fees for VISA Shenoygan Jan-Mar
5280 - Market Research	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 Future research
5290 - Familiarization Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 Future promo events
5300 - Promo Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 Sponsor Annual Luncheon for Circle WI
5310 - Sponsored Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500 Trade Show Grants
5320 - Tourism Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,140 Event Net
5330 - Internet	129.00	94.97	94.97	94.97	94.97	94.97	94.97	94.97	94.97	94.97	94.97	94.97	2,018	0
5340 - Web Design & Maintenance	150.00	0.00	0.00	168.00	0.00	168.00	168.00	168.00	168.00	168.00	168.00	168.00	1,900.00	1,850 includes stock images and misc. video
5350 - Vehicles & Phones	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
5360 - Shipping & Postage	614.10	11.74	14.81	1,500.00	300.00	400.00	400.00	1,600.00	200.00	200.00	1,500.00	1,500.00	7,040	
5370 - Depreciation	2,500.00	306.36	306.36	306.36	306.36	306.36	306.36	306.36	306.36	306.36	306.36	306.36	5,870	
5380 - Miscellaneous Expense	3,500.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	5,700	
5500 - Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
5510 - Billboards	2,500.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	68,000.00	
5520 - Print/Digital Ads	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	5,000.00	0.00	0.00	0.00	22,500.00	22,500 in Jan for Circle WI Ad
5540 - Radio Ads	0.00	0.00	0.00	0.00	0.00	2,700.00	0.00	0.00	0.00	0.00	0.00	0.00	29,000.00	0
5550 - Print Collateral	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00	0.00	3,500.00	0.00	0.00	0.00	29,000.00	29,000 Visitor Guide
Total Expense Room Tax	43,422.18	28,258.18	36,197.07	47,330.41	44,276.41	40,338.41	38,881.41	39,636.41	52,937.47	63,271.41	42,435.41	45,827.41	529,348.15	
Committee Not Income Room Tax Only	101,744.35	73,500.38	120,664.38	73,213.87	73,213.87	72,465.88	44,184.18	5,535.78	84,423.39	31,214.91	-11,221.42	130,123.83	138,128.89	This line is merely a placeholder for 2019
6000 - 4th of July - Banks	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6010 - 4th of July - Parade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6020 - 4th of July - Parade	0.00	0.00	0.00	0.00	0.00	11,100.00	0.00	0.00	0.00	0.00	0.00	0.00	7,600.00	
6030 - 4th of July - Equipment Rental	0.00	0.00	0.00	3,000.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,100.00	
6040 - 4th of July - Misc	0.00	0.00	0.00	0.00	0.00	11,000.00	0.00	0.00	0.00	0.00	0.00	0.00	38,850.00	
Total Expense 4th of July (Sponsored)	0.00	0.00	0.00	3,000.00	1,500.00	5,000.00	25,100.00	3,400.00	0.00	0.00	0.00	0.00	67,550.00	
Committee Not Income 4th of July (Sponsored)	21,175.40	21,775.40	21,775.40	28,175.40	31,575.40	31,575.40	28,175.40	28,175.40	28,175.40	28,175.40	28,175.40	28,175.40	8,835.40	
Total Income Less Total Expense	122,920.54	-29,206.19	47,006.90	-40,330.41	-10,789.41	68,675.40	-43,381.41	-42,099.41	88,668.62	-43,211.41	10,954.07	167,302.38	167,302.38	
Committee Net	122,920.54	94,693.88	141,779.87	101,449.46	90,683.95	129,131.08	75,769.67	33,723.27	122,601.98	59,390.48	10,954.07	167,302.38	167,302.38	

70% Room Tax Contributed to Tourism				
Year	City of Sheboygan	Town of Sheboygan	Town of Wilson	Total
2010	268,984	34,013	0	302,997
2011	323,575	26,018	0	349,593
2012	385,684	31,333	0	417,017
2013	382,732	28,741	0	411,472
2014	420,475	39,754	0	460,229
2015	490,983	54,957	21,247	567,187
2016	491,707	56,685	3,978	552,370
2017	464,676	50,734	5,635	521,045
2018	458,953	49,058	4,807	512,817

46,596 15.37835
 67,424 19.28642
 -5,545 -1.329588
 48,757 11.84937
 106,957 23.23999 68.42455

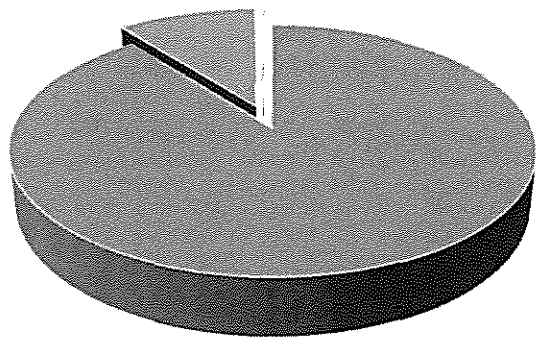
Town of Wilson Room Tax is reported for 2015 and 2016.

Sheboygan Area Zone 70% Room Tax Contributed to Tourism					
Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
2010	37,717	84,324	126,689	54,268	302,997
2011	41,252	89,680	146,184	72,477	349,593
2012	60,294	109,852	180,383	66,488	417,017
2013	59,553	111,251	173,365	67,305	411,472
2014	63,712	123,149	191,948	81,421	460,229
2015	68,485	128,760	245,026	103,669	545,940
2016	91,985	147,151	204,529	104,726	548,392
2017	91,538	152,744	191,549	85,213	521,045
2018	83,804	141,706	196,276	91,031	512,817

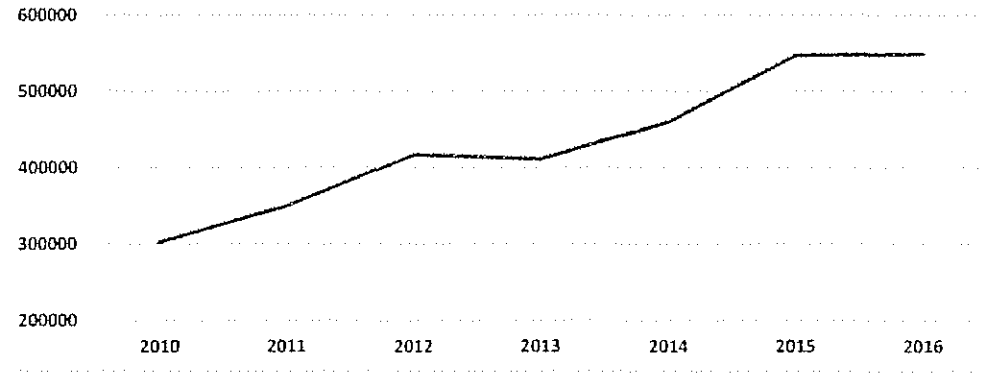
yr over yr yr over yr cumulative
 46,596 15.38%
 67,424 19.29%
 -5,545 -1.33%
 48,757 11.85%
 85,710 18.62% 63.81%
 2,452 0.45% 64.26%

506,999 2017 Q4 and 2018 Q1-Q3

Sheboygan Area Tourism Zone Breakdown



Sheboygan Area Tourism Zone 7-Year Room Tax Trend
 (Includes only 70% received by tourism, excluding Blue Harbor.)



City of Sheboygan 70% Room Tax Collected by the City of Sheboygan						Printer 1.428571	City of Sheboygan 30% Room Tax Contributed to Tourism						Year Y	Relative
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax		Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax		
2005	37,478	102,151	147,394	71,413	378,436		2005	40,235	71,506	103,176	49,989	264,905		
2006	61,335	101,853	167,946	82,379	413,513	9.37%	2006	42,934	71,297	117,562	57,665	289,459		9.37%
2007	65,219	104,948	170,909	79,887	420,963	1.80%	2007	45,653	73,464	119,636	55,921	294,674		1.80%
2008	71,687	124,476	168,167	83,867	448,193	6.47%	2008	50,177	87,134	117,717	58,707	313,735		6.47%
2009	58,251	93,778	178,698	59,613	390,340	12.91%	2009	40,776	65,645	125,089	41,729	273,238		12.91%
2010	47,084	107,706	158,802	70,671	384,263	1.68%	2010	32,959	75,394	111,161	49,470	268,984		1.68%
2011	53,496	118,500	193,482	96,771	462,250	20.10%	2011	37,448	82,950	135,438	67,740	323,575		20.10%
2012	81,098	144,916	236,797	88,166	550,978	19.19%	2012	56,769	101,441	165,758	61,716	385,684		19.19%
2013	79,804	148,038	229,814	89,103	546,760	-0.77%	2013	55,863	103,627	160,870	62,372	382,732		-0.77%
2014	85,764	162,151	249,919	102,844	600,679	9.86%	2014	60,035	113,506	174,943	71,991	420,475		9.86%
2015	88,919	165,642	311,795	135,028	701,404	16.78%	2015	62,257	115,950	218,257	94,518	490,983		16.78%
2016	117,390	196,992	265,398	132,660	702,439	0.15%	2016	82,173	130,894	185,778	92,862	491,707		0.15%
2017	116,765	190,479	248,377	108,202	663,822		2017	81,735	133,335	173,864	75,742	464,676		
2018	106,640	179,874	254,564	114,569	655,647	Projected	2018	74,648	125,912	178,195	80,198	458,953	Projected	
2018	0	0	0	0	0	Actual	2018	0	0	0	0	0	Actual	
2018	-117,390	-186,992	-265,398	-132,660	-702,439	Var +/- LY	2018	-81,735	-133,335	-173,864	-75,742	-464,676	Var +/- LY	
2018	-136.88%	-115.32%	-106.19%	-128.99%	-116.94%	Var % LY	2018	-99.47%	-101.86%	-93.59%	-81.56%	-94.50%	Var % of LY	
	82,222	151,702	238,843	93,371	566,139	3 yr avg		57,556	106,191	167,190	65,360	396,297	3 yr avg	

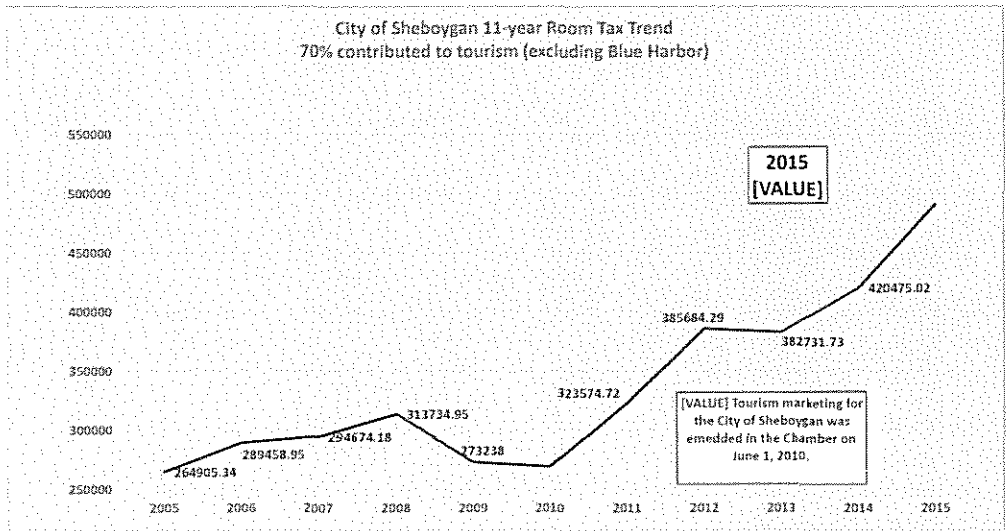
Year Y	Relative
2011-2013	38.72%
2011-2014	48.59%
2011-2015	65.35%
2011-2016	65.50%

Q1 11	Q2 11	Q3 11	Q4 11
13.62%	10.02%	21.84%	16.93%
Q1 12	Q2 12	Q3 12	Q4 12
51.60%	22.29%	22.39%	-8.89%
Q1 13	Q2 13	Q3 13	Q4 13
-1.60%	2.15%	-2.95%	1.06%
Q1 14	Q2 14	Q3 14	Q4 14
7.47%	9.53%	8.75%	15.42%
Q1 15	Q2 15	Q3 15	Q4 15
3.70%	2.15%	24.76%	31.29%
Q1 16	Q2 16	Q3 16	Q4 16
31.99%	12.89%	-14.88%	-1.75%
Q1 17	Q2 17	Q3 17	Q4 17
-0.53%	1.86%	-6.41%	-18.44%

Year	City Gov. Income
2005	378,436
2006	413,513
2007	420,963
2008	448,193
2009	390,340
2010	384,263
2011	462,250
2012	550,978
2013	546,760
2014	600,679
2015	701,404
2016	702,439 (projected)
2017	663,822 (projected)

*NOTE: Blue Harbor room tax collected is not included. Room tax collected by Blue Harbor is designated to make bond payments on the conference center. The bonds mature in 2017.

2018 Room Tax Percent of Year by Quarter				
Q1	Q2	Q3	Q4	Total
17.59%	28.69%	37.42%	16.30%	100.00%



100% Room Tax Collected by the Town of Sheboygan					
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax
2010	6,797	12,757	22,182	6,854	48,590
2011	5,435	9,614	15,353	6,767	37,169
2012	5,036	12,015	20,892	6,817	44,761
2013	5,271	10,891	17,850	7,046	41,058
2014	5,253	13,775	24,292	13,472	56,792
2015	8,897	18,300	38,241	13,071	78,510
2016	14,017	23,224	26,787	16,950	80,978
2017	10,531	26,480	22,976	12,489	72,477
2018	9,934	21,160	24,685	14,304	70,082
2018	0	0	0	0	0
2018	-14,017	-23,224	-26,787	-16,950	-80,978
2018	-100.00%	-100.00%	-100.00%	-100.00%	0.00%
	5,154	11,453	19,371	6,932	42,910

Primer 1.428571

Town of Sheboygan 70% Room Tax Contributed to Tourism					
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax
2010	4,758	8,930	15,527	4,798	34,013
2011	3,804	6,730	10,747	4,737	26,018
2012	3,525	8,411	14,625	4,772	31,333
2013	3,690	7,624	12,495	4,932	28,741
2014	3,677	9,643	17,004	9,430	39,754
2015	6,228	12,810	26,769	9,150	54,957
2016	9,812	16,257	18,751	11,865	56,685
2017	7,372	18,536	16,083	8,742	50,734
2018	6,954	14,812	17,280	10,012	49,058
2018	0	0	0	0	0
2018	-9,812	-18,536	-16,083	-8,742	-53,174
2018	-100.00%	-114.02%	-85.77%	-73.68%	-93.81%
	3,608	8,017	13,560	4,852	30,037

Town Gov. Income	
2010	14,577
2011	11,151
2012	13,428
2013	12,317
2014	17,038
2015	23,553
2016	24,293 (projected)
2017	21,743 (projected)

					cumulative
12 v. 11	-7.34%	24.97%	36.08%	0.74%	54.46%
12 v.13	4.66%	-9.36%	-14.56%	3.36%	-15.90%
13 v. 14	-0.35%	26.49%	36.09%	91.19%	153.42%
14 v. 15	69.38%	32.85%	57.42%	-2.97%	156.68%
16 v. 16	57.55%	26.91%	-29.95%	29.67%	84.17%

100% Room Tax Collected by the Town of Wilson						Primer	1.428571	Town of Wilson 70% Room Tax Contributed to Tourism						
Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax			Year	Q1 Room Tax	Q2 Room Tax	Q3 Room Tax	Q4 Room Tax	Total Room Tax	
2016	2,821	1,560	0	1,301	5,683		2016	1,975	1,092	0	911	3,978		
2017	3,473	1,247	2,289	1,041	8,050		2017	2,431	873	1,602	729	5,635		
2018	3,147	1,404	1,144	1,171	6,866	Projected	2018	2,203	983	801	820	4,807	Projected	
2018	0	0	0	0	0	Actual	2018	0	0	0	0	0	Actual	
2018	-2,821	-1,247	-2,289	-1,041	-8,050	Var +/- LY	2018	-1,975	-1,092	0	-911	-3,978	Var +/- LY	
2018	-1	-100.00%	-100.00%	-100.00%	-100.00%	Var % LY	2018	-100.00%	-100.00%	#DIV/0!	-100.00%	-100.00%	Var % of LY	
						3 yr avg								3 yr avg

Town Gov. Income
2017 2,415 (projected)

2017 4th of July Budget

Income	Budget	Actual	Var +/-	Notes
4421 4th of July Sponsors				
2325 Deferred from 2016	15,969	15,969	0	Projected
Johnsonville	39,000	0	-39,000	Contract up in 2016
Festival Foods	0	0	0	Contract up in 2016
Wisconsin Bank & Trust	10,000	0	-10,000	Contract up in 2016
General Sponsorship Mailing	3,000	0	-3,000	
Vendor & Parade Fees	4,000	0	-4,000	
Total Income	71,969	15,969	-56,000	
Gross Income	71,969	15,969	-56,000	
Income less deferred		0		Should balance with income on ledger
Expenses				
6465 Band 1 (Headliner)	2,500	0	2,500	44 Audible 7:30-9:30; 10-11
Band 2	1,000	0	1,000	Black Night (Marc Brami-tentative) 5-7
Band 3	1,000	0	1,000	Matt Meyer Band (tentative) 2:30-4:30
Band 4	500	0	500	Chad Saunier 12-2 pm
Production (Sound/lights)	1,000	0	1,000	Alpha Audio
Community Rec Play	2,500	0	2,500	WII invoice
Gannett	3,500	0	3,500	
Sun/Beacon	2,700	0	2,700	full page
Lamar	0	0	0	
Tents Inc	3,500	0	3,500	\$1250 deposit; \$1880 bal.
Specht Electric	3,000	0	3,000	includes power for ATM
Badger Bouncers	2,600	0	2,600	\$75 deposit; \$2520 bal.
Portables	6,000	0	6,000	increased \$1200 for South Pier
Kiel Municipal Band	700	0	700	
Tripoli Shrine	350	0	350	
Bagpiper	350	0	350	1 piper, Joe Sommers
North Drumline	400	0	400	
Additional Entertainment	1,000	0	1,000	hot air balloons for 2016-\$2K deposit
Sheboygan Pops/Twilight	4,800	0	4,800	Includes Kewauskum @ \$500
Security	1,000	0	1,000	
Fireworks	0	0	0	Festival to buy direct
Printing Inserts	800	0	800	
General Office	3,000	0	3,000	
				Giveaways, marshalls breakfast, marshall shirts, sponsorship letter, banners, sponsor mailing quote \$1100, sign replacements, etc.
Miscellaneous	7,000	0	7,000	
Insurance	1,400	0	1,400	
Parade Trophies	250	0	250	
Signs/Banners	3,000	0	3,000	
Transient Vendor License	100	0	100	Transient licenses needed for out-of-town vendors only
Management Fees	10,600	0	10,600	
Total Expenses	64,550	0	53,950	
Ending Balance	7,419	15,969	-109,950	

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of PHH Mortgage Corporation f/k/a PHH Mortgage Services v Henry Ye Lee et al.

City Clerk

Finance +
Personnel

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PHH Mortgage Corporation f/k/a PHH Mortgage Services
vs. Henry Ye Lee et al

Electronic Filing
Notice

Case No. 2017CV000474
Class Code: Foreclosure of Mortgage

FILED
09-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVE
SHEBOYGAN WI 53081-4462

SEP 19 '17 PM 4:10

Case number 2017CV000474 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 5b0979

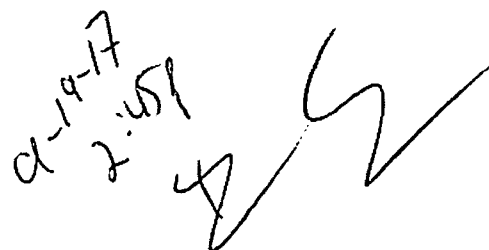
Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-08-2017
Date

09-19-17
2:58


FILED
09-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PHH Mortgage Corporation f/k/a PHH Mortgage
Services Corporation
One Mortgage Way, MailStop: SV01
Mt. Laurel, NJ 08054

SUMMONS

Plaintiff,

Case No.

vs.

Case Code 30404

Henry Ye Lee a/k/a Henry Lee f/k/a Ye Lee
4027 S 15th St
Sheboygan, WI 53081-7505

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Cathy Blia Lee a/k/a Cathy Lee f/k/a Blia Xiong
4027 S 15th St
Sheboygan, WI 53081-7505

City of Sheboygan, Department of City
Development
807 Center Ave
Sheboygan, WI 53081-4462

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

UnitedOne Credit Union
1117 S 10th St
Manitowoc, WI 54220-5211

Sheboygan Area Credit Union
1707 Indiana Ave
Sheboygan, WI 53081-4831

Payday Loan Store of Wisconsin Inc.
555 E Wells St Ste 1900
Milwaukee, WI 53202-3837

State of Wisconsin c/o Attorney General
114 East State Capitol
Madison, WI 53703

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate

you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 8th day of September, 2017.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
060987F02

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
09-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

PHH Mortgage Corporation f/k/a PHH Mortgage
Services Corporation
One Mortgage Way, MailStop: SV01
Mt. Laurel, NJ 08054

COMPLAINT

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555 E Wells St Ste 1900
Milwaukee, WI 53202-3837

State of Wisconsin c/o Attorney General
114 East State Capitol
Madison, WI 53703

Defendants.

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference.
2. The mortgaged real estate is owned of record by Henry Ye Lee a/k/a Henry Lee f/k/a Ye Lee.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$50,360.57 together with interest from the 1st day of March, 2017.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.
5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.
6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the

date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That Cathy Lee a/k/a Cathy Blia Lee f/k/a Blia Xiong has or may claim to have an interest in the subject encumbered property by virtue of being the current spouse of Henry Lee a/k/a Henry Ye Lee f/k/a Ye Lee and by virtue of signing said note attached hereto as Exhibit A and by virtue of signing said mortgage attached hereto as Exhibit B and by virtue of signing said loan modification attached hereto as Exhibit C and is incorporated by reference and any such interest is subject and subordinate to the plaintiff's mortgage.

9. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.


5. That the defendants and all persons claiming under them be enjoined from committing

waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 8th day of September, 2017.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

NOTE

FILED

03-09-2017

Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

FEBRUARY 3, 1999
SHEBOYGAN WISCONSIN
1027 S. 15TH STREET SHEBOYGAN, WI 53081
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 60,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is SHEBOYGAN AREA CREDIT UNION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on APRIL 1, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on MARCH 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1707 INDIANA AVENUE SHEBOYGAN, WI 53081 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 389.16.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3200 12/83 (page 1 of 2)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-3341) FORM 404

EXHIBIT A

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Henry Lee
X.....(Seal)
HENRY YB VEE a/k/a Henry Lee
Borrower
Cathy Lee
X.....(Seal)
CATHY BLIA LEE a/k/a Cathy Lee
Borrower
E/k/a Blia Kiong
.....(Seal)
Borrower

[Sign Original Only]

WITHOUT RECOURSE PAY TO THE ORDER OF:
PIIH MORTGAGE SERVICES CORPORATION BY:

SHEBOYGAN AREA CREDIT UNION
1707 INDIANA AVE. SHEBOYGAN, WI 53081

Clarice Smieja

CLARICE SMIEJA, PRESIDENT

EXHIBIT A

ALLONGE TO NOTE

BORROWERS NAME: LEE
LOAN NUMBER: [REDACTED]

PAY TO THE ORDER OF:
WITHOUT RECOURSE

Jill Langaco
Jill Langaco, Assistant Vice President
Cendant Mortgage Corporation
DBA PHH Mortgage Services Corporation

EXHIBIT A

Return Address: SHEBOYGAN AREA CREDIT UNION
1707 INDIANA AVENUE
SHEBOYGAN, WI 53081

SHEBOYGAN COUNTY, WI
RECORDED ON
02-10-1999 9:09 AM
DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 22.00
TRANSFER FEE:

011115 7

Parcel Number: 411745.....

MORTGAGE

[Space Above This Line For Recording Date]

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 3, 1999. The mortgagor is HENRY LEE F/K/A YE LEE AND CATHY LEE F/K/A BLIA LEE, HUSBAND AND WIFE a/k/a Henry Ye Lee a/k/a Cathy Blia Lee ("Borrower"). This Security Instrument is given to SHEBOYGAN AREA CREDIT UNION, which is organized and existing under the laws of THE STATE OF WISCONSIN, and whose address is 1707 INDIANA AVENUE SHEBOYGAN, WI 53081 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100 Dollars (U.S. \$60,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2002. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

SEE ATTACHED SHEET
TAX KEY # 411745

which has the address of 4027 S. 15TH STREET, SHEBOYGAN
Wisconsin 53081 ("Property Address");

WISCONSIN—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3250 8/90 page 1 of 8 pages

Barclays Systems, Inc., Et Al, Clevel, MN (1-800-397-2341) Form MD-1-WI 8/90

sh *Ca*

EXHIBIT B

Together With all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Form 1058 1173 (page 2 of 6 pages)

EXHIBIT B

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

Form 3032 8/80 (page 1 of 4 pages)

EXHIBIT B

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

Form 2550 2/70 Page 4 of 6 pages

Standard Systems, Inc., 34 Church Street, New York, N.Y. 10007-1001 Form M.D. 1-79 644/70

EXHIBIT B

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

Form 2150 8/78 (page 5 of 6 official)

RL Co

EXHIBIT B

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

24. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that chapter.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

..... x *Henry Ye Lee* (Seal)
 HENRY YE LEE -Borrower
 a/k/a Henry Lee
 f/k/a Ye Lee

..... x *Cathy B. Lee* (Seal)
 CATHY BLIA LEE -Borrower
 a/k/a Cathy Lee
 f/k/a Blia Xiong c.d

(Space Below This Line For Acknowledgment)

STATE OF WISCONSIN, SHERBOGAN COUNTY..... County as:

The foregoing instrument was acknowledged before me this FEBRUARY 3, 1999..... (date)

by HENRY LEE, F/K/A YE LEE AND CATHY LEE, F/K/A BLIA XIONG..... (person acknowledging)

My Commission Expires:

Doris Rowland
Notary Public, State of Wisconsin

This instrument was prepared by ROBERT G. SCHROEDER.....

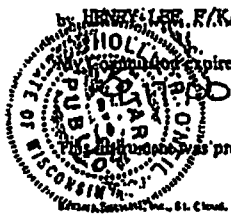


EXHIBIT B

Part of Lots 16 and 17, Block 9, Camelot Estates described as follows: Commencing at the Southwesterly corner of Lot 17, Block 9, Camelot Estates, thence Southeasterly 60.01 feet along the arc of a curve having a radius intersection Northerly 1805.00 feet, the chord bearing South 72°-43'-17" East 60.01 feet, thence North 19°-11' East 114.64 feet, thence North 73°-13' West 60.21 feet to a point in the East line of South 15th Street, thence Southwesterly 19.55 feet along the arc of a curve having a radius intersection Westerly 1063.68 feet, the chord bearing South 18°-39'-24" West 19.55 feet, thence South 19°-11' West 94.56 feet to the point of beginning, excepting therefrom the Easterly 2 feet thereof.

Tax Key #411745

EXHIBIT B

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

**LOAN MODIFICATION
AGREEMENT**
(Providing For Fixed Interest
Rate)

Parcel ID Number: 59281411745

This Instrument Was Drafted By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
Keith Goldin, Specialist

_____[Space Above This Line For Recording Data]_____

Original Recording Date: February 10, 1999
Original Loan Amount: \$60,000.00
Original Lender Name: Sheboygan Area Credit
Union
New Money: \$7,573.97

Loan No: [REDACTED]
Investor Loan No: [REDACTED]

Prepared Date: June 08, 2015

This Loan Modification Agreement ("Agreement"), made this 8th day of June, 2015, between HENRY LEE, A/K/A HENRY YE LEE, F/K/A YE LEE, AND CATHY LEE, A/K/A CATHY BLIA LEE, F/K/A BLIA IONG, HUSBAND AND WIFE ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt Laurel, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated February 03, 1999 and recorded in Book/Liber 1647, Page 049, Instrument No: 1534403, of the Official Records (Name of Records) of Sheboygan County, WI (County and State, or other Jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

4027 S 15TH STREET, SHEBOYGAN, WI 53081,
(Property Address)

the real property described being set forth as follows:
SEE ATTACHED EXHIBIT A

Assignment from Sheboygan Area Credit Union to PHH Mortgage Corporation recorded 2/10/1999 bk 1647 pg 056 instrument 1534404

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

[REDACTED]
[REDACTED]
LOAN MODIFICATION AGREEMENT — Single Family — Fannie Mae Uniform Instrument

[REDACTED]
Form 3179 1/01 (rev. 4/14)
(page 1 of 5)

Loan No: [REDACTED]

EXHIBIT C

1. As of July 1, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$51,377.13, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.750%, from July 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$309.99, beginning on the 1st day of August, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.750% will remain in effect until principal and interest are paid in full. If on July 1, 2055 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (h) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any

way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].

6. This Agreement modifies an obligation secured by an existing security instrument recorded in Sheboygan County, WI, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$43,803.16. The principal balance secured by the existing security instrument as a result of this Agreement is \$51,377.13, which amount represents the excess of the unpaid principal balance of this original obligation.

LOAN MODIFICATION AGREEMENT — Single Party — Fannie Mae Uniform Instrument

Loan No. [REDACTED]

Fannie Mae Form 1001 (Rev. 4/16)
(page 3 of 5)

EXHIBIT C

In Witness Whereof, the Lender and I have executed this Agreement.

[Signature] (Seal)
HENRY LEE A/K/A HENRY YE LEE, F/K/A YE LEE -Borrower

[Signature] (Seal)
CATHY LEE A/K/A CATHY BLIA LEE, F/K/A BLIA IONG -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Wisconsin

County of Sheboygan

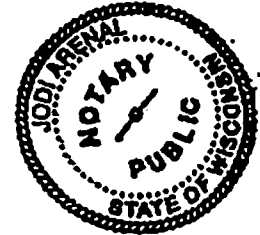
The Instrument was acknowledged before me, a Notary Public on

June 19th 2015 by HENRY LEE A/K/A HENRY YE LEE, F/K/A YE LEE and CATHY LEE A/K/A CATHY BLIA LEE, F/K/A BLIA IONG.

[Signature]
Signature of notarial officer

Notary Public
Title or rank

My Commission expires: 06/12/2017
Origination Company: PHH Mortgage Corporation
NMLS ID: [Redacted]



[Redacted]

[Redacted]

LOAN MODIFICATION AGREEMENT — Single Family — Fannie Mae Uniform Instrument
Loan No: [Redacted]

PHH Mortgage Corporation
(page 4 of 5)

EXHIBIT C

PHH Mortgage Corporation

By: _____ (Seal) - Lender
Name:
Title:

Date of Lender's Signature [Space Below This Line For Acknowledgments] _____
State of New Jersey, County of Burlington

On _____, 20____, before me, _____
(please print NOTARY PUBLIC's name)
a Notary Public in and for said State, personally appeared

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

Notary Public

Notary Public of New Jersey
My Commission expires: _____

LOAN MODIFICATION AGREEMENT — Single Family — Fannie Mae Uniform Instrument
Loan No: _____

Form 9179 1/01 (rev. 4/14)
(page 5 of 5)

EXHIBIT C

SCHEDULE B

Commitment Number [REDACTED]

- i. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.
- j. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.
- k. **Underground Electric Easement.**
Volume: 522 Pages: 336/38
Document No: 895549
- l. **Eight (8) foot Tree Planting Easement adjacent to street frontages.**
Volume: 11 of Plats Page: 46/49
- m. **A Mortgage from Henry Lee a/k/a Henry Ye Lee f/k/a Ye Lee and Cathy Lee a/k/a Cathy Blia Lee f/k/a Blia Xiong, husband and wife to Sheboygan Area Credit Union in the original amount of \$60,000.00.**
Dated: February 3, 1999 Recorded: February 10, 1999
Volume: 1647 Page: 049
Document No: 1534403

The foregoing mortgage has been assigned to PHH Mortgage Services Corporation, by assignment.
Recorded: February 10, 1999
Volume: 1647 Page: 056
Document No: 1534404

- n. **A Mortgage from Henry Ye and Cathy Blia Lee to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin 53081 in the original amount of \$20,791.41.**
Dated: June 12, 2009 Recorded: June 23, 2009
Document No: 1881030
- o. **A Mortgage from Henry Ye and Cathy Blia Lee to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin 53081 in the original amount of \$936.00.**
Dated: October 15, 2009 Recorded: October 16, 2009
Document.No: 1889040

LIEN REPORT



First American Title Insurance Company

SCHEDULE B

Commitment Number: [REDACTED]

- p. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$120.00
- q. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$151.00
- r. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$182.00
- s. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$225.00
- t. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$213.00
- u. Judgment Case: 10SC2171
Docketed: September 24, 2010
Debtor: Yee Lee
Creditor: UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220
Amount: \$1,239.49
- v. Judgment Case: 10CF572
Docketed: August 18, 2011
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$817.83

LIEN REPORT



First American Title Insurance Company

Schedules A, B and C of this Commitment consists of 6 page(s)

SCHEDULE B

Commitment Number: [REDACTED]

- w. Judgment Case: 10CF572
Docketed: August 22, 2011
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: \$619.20

- x. Judgment Case: 11CF516
Docketed: November 14, 2012
Debtor: Yee Lee
Creditor: Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081
Amount: \$3,900.00
Attorney: Christina G. Petros

- y. Judgment Case: 13SC1100
Docketed: May 20, 2013
Debtor: Yee Lee
Creditor: Payday Loan Store of Wisconsin Inc. PD0084, 1694 S. Koeller Street, Oshkosh, WI 54902
Amount: \$1,434.73

- z. Judgment Case: 12CF313
Docketed: April 21, 2015
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI
Amount: \$374.00

- aa. Delinquent Tax Warrant filed by the State of Wisconsin, Department of Revenue
Filed: May 15, 2017
Warrant Number: 59-11990872
Number: 17TW83
Debtor: Yee Lee
Amount: \$5,158.56

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

LIEN REPORT



First American Title Insurance Company

II

R. O. No. - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Alderperson Bohren regarding an article published in the Milwaukee Journal Sentinel dated September 20, 2017 pertaining to healthcare costs.

*Finances
Personnel*

City Clerk

Health insurance cost rises again

Employer-provided coverage for family up an average of 3%

GUY BOULTON
MILWAUKEE JOURNAL SENTINEL

The cost of health insurance provided by employers rose an average of 3% for family coverage this year and now has risen at a relatively modest rate for six years.

The cost, though, still is staggering.

Nationally, health benefits for a family averaged \$18,764 this year, according to the annual survey by Kaiser Family Foundation and Health Research & Educational Trust, an affiliate of the American Hospital Association.

That doesn't include deductibles and other out-of-pocket expenses.

To put that in perspective, the median family income in the United States last year was \$71,062, according to the U.S.

Census Bureau.

"The numbers are still sticker shock numbers," Drew Altman, the president and chief executive officer of the Kaiser Family Foundation, said in a teleconference call.

Employees also are paying a larger share of the total cost. Workers on average now contribute \$5,714 a year — or \$476 a month — toward the cost of family coverage. And workers at employers with fewer than 200 employees pay even more: an average of \$6,814 a year.

Coverage for one employee averaged \$6,690 this year, with workers on average contributing \$1,213 toward the cost.

Workers now pay 31% of the cost for family coverage and 18% of the cost of single coverage on average, according to the survey.

That said, the cost of that coverage has risen at the slowest pace in more than 20 years.

Since 2012, average family premiums have increased 19%. In contrast, they rose 30% from 2007 to 2012 and 51% from

2002 to 2007.

The slowdown has received little attention compared with the cost of insurance sold directly to individuals and families on the marketplaces set up by the Affordable Care Act.

Yet the market for insurance sold directly to individual and families — both on and off the marketplaces — is estimated to total about 20 million people.

That's a fraction of the 151 million people who get health benefits through an employer. And Altman said that market has been stable.

The Kaiser/HRET survey, now in its 19th year, included more than 2,100 small and large employers and is the most widely followed benchmark for the cost of employer health benefits.

Averages can be misleading — premiums for family coverage for 41% of covered workers, for instance, are more than \$20,000 per year. And workers at smaller employers typically bear a large share of the total

cost.

For example:
» More than a third — 36% — of workers at small employers pay most of the additional cost for covering family members.

» Workers at small employers who are enrolled in so-called preferred provider organizations, the most common type of health plan, face an average aggregate family deductible of \$3,660.

In addition, only 50% of employers with fewer than 50 employees now offer health benefits — down from 66% in 2000.

The results of different surveys on the cost of health benefits also vary.

A report released last month by M3 Insurance, based in Madison, found that health premiums increased 7.7% this year, up from 6.7% last year.

The report was based on 1,547 distinct benefit plans a 689 private and public employers, most of them based in Wis

See HEALTH, Page 4D

Health

Continued from Page 1D

consin, ranging in size from three to more than 5,000 employees.

It found that the average cost of health benefits per employee grew to \$13,053 in 2017, up from \$12,533 in 2016.

The M3 report also found that employees continue to bear a larger share of the total cost.

A survey released this week by Mercer, a benefits consultant and subsidiary of Marsh & McLennan Cos., was more in line with the Kaiser/HRET survey, find-

ing that the cost of health benefits has increased about 3% a year since 2013.

But employers expect the cost to increase 4.3% next year, and the increase would be 6% if employers did not plan on making changes in their health plans, such as raising deductibles.

One factor is the rising cost of pharmaceuticals, particularly special drugs.

Mercer estimates that drugs, including those administered in hospitals and clinics, account for 20% of the cost of health benefits.

The cost of health benefits, though, is rising at much slower rate than

a decade ago.

Brian Meyer, director of risk management for employee benefits at M3 Insurance, said onsite clinics, virtual visits, wellness programs and other initiatives are helping to check the increase in costs.

Tracy Watts, a senior partner at Mercer, also said that those initiatives and others, such as care coordination for employees or family members with high costs and new payment models, are helping to control costs.

But their full effect will take time.

"We are just on the cusp of what we are likely to see in the future," Watts said.

II

R. O. No. _____ - 17 - 18. By DIRECTOR OF PLANNING & DEVELOPMENT.
October 2, 2017

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2018 BID Statement of Purpose dated September 19, 2017 from the Harbor Centre Business Improvement District.

*Finance +
Personnel*

Director of Planning & Development

BID STATEMENT OF PURPOSE (9/19/2017)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will be used to recruit new businesses, promote the area, increase tourism, provide streetscape beautification and enhancement, and organize special events.

BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will complement existing retail uses. These new businesses will also generate increased traffic.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

BID BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

HARBOR CENTRE DISTRICT COORDINATOR

FINANCE COMMITTEE

DEVELOPMENT
COMMITTEE

OPERATIONS
COMMITTEE

MARKETING
COMMITTEE

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes

BID BOARD OF DIRECTORS

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; six property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, as well as large and small businesses. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Sheboygan Tourism Board and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
 - a. Recruit new business to the district.
 - b. Coordinate activities with other development groups.
 - c. Interact with city government and work together on specific programs to enhance, beautify, and maintain the visual integrity of the district.
 - d. Lobby for redevelopment programs.
 - e. Act as a clearing house for information and maintain an up to date listing of available properties for sale or rent.
 - f. Manage activities day-to-day.
 - g. Collaborate with other community groups in providing special events within the district.
2. Economic Development – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan County Economic Development Corporation, and the City. The committee will work to improve the economic environment of the Harbor Centre by developing a business retention and recruitment program.
3. Arts, Culture, and Food – The Board of Directors will leverage an Arts, Culture and Food District: Arts, culture and food related events and businesses represent a defining feature of Harbor Centre's character and economy. Leveraging this unique asset by coordinated marketing, representative streetscape elements, and complementary programming

will reinforce this influence and expand the economic influence of art, culture, and food amenities throughout Harbor Centre.

4. **Connect and Cross Market** – The Board of Directors will improve physical and marketing connections, which will boost the ability of businesses to capitalize on the wide variety of amenities located in Harbor Centre. This strategy facilitates increased customer cross-over by introducing wayfinding elements for pedestrians, cyclists, and drivers. Establishing coordinated marketing activities is also a key part of this strategy.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.73 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

2018 BID OPERATING BUDGET

Jan - Dec 18

Income

· Special Assessments	140,000.00
- Associate Member Income	2,500.00
· Interest	100.00
· Website & Misc. Income	900.00
· Event Sponsorship	<u>1,000.00</u>

Total Income 144,500.00

Expense

· Wages	45,000.00
· Office Supplies and Printing	1,500.00
· Postage	200.00
· Taxes - Payroll	3,500.00
· Telephone	50.00
· Travel & Meetings	3,500.00
· Audit and Accounting	4,000.00
· Brochure Expense	1,000.00
· Insurance	2,000.00
- Contingency Fund	10,000.00
· Miscellaneous	50.00
· Computer and Printer	100.00
· Professional Fees	100.00
· Christmas Decorations	21,000.00
· Beautification and Enhancement	15,400.00
- Infrastructure Expense	3,600.00
· Events and Promotions	
General Marketing	7,000.00
Event Production	14,500.00
Event Promotion	<u>7,000.00</u>
	28,500.00
· Committee Expense	
Operations	1,000.00
Development	<u>4,000.00</u>
	5,000.00

Total Expense 144,500.00

Net Income 0.00
=====

III

R. O. No. - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Scott Steinberg requesting a waiver from the Sex Offender Residency requirements in order to reside at 1013 Humboldt Avenue.

Public Safety

City Clerk

SEP 21 '17 AM 9:34

Date: 9/18/17

My name is: Scott Steinberg

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1013 Humboldt Ave. Sheboygan WI 53081
Upper Apt. Any Questions call
Judy Calvert at 920 287-7662

Signature: 

Phone Number: 920-254-8142

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Danny Beeman requesting a waiver from the Sex Offender Residency requirement in order to reside at 901 Superior Avenue.

Public Safety

City Clerk

SEP 27 '17 PM 2:26

Date: Sept 27, 2017

My name is: DANNY BEEMAN

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior MANOR: 901 Superior Ave Sheboygan, WI 53081

Signature: Danny Beeman

Phone Number: (920) 254-2714

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Alex Kaufman requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at either 1123/1125 N. 14th Street or 930A Michigan Avenue depending on availability.

Public Safety

City Clerk



Scott Walker
Governor

Jon E. Litscher
Secretary

**Division of Community
Corrections**
Probation & Parole
3422 Wilgus Avenue
Sheboygan, WI 53081

Telephone (920) 459-3097
Facsimile (920) 459-4386

**State of Wisconsin
Department of Corrections**

September 20, 2017

SEP 21 '17 AM 11:43

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 inmate Alex Kaufman in order for Mr. Kaufman to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

A handwritten signature in black ink, appearing to read "Josh Butzen".

Josh Butzen
Probation/Parole Agent 70802
(920) 918-7894

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Wendell Anderson requesting a waiver from the Sex Offender Residency requirements in order to reside at 1510 N. 9th Street.

Public Safety

City Clerk

SEP 21 '17 AM 11:43

Date: 9-19-17

My name is: Wendell Anderson

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1510 W 9th Street with Bill Rollmann
Friend

Signature: Wendell Anderson

Phone Number: 920-917-8080

Please contact Agent Butzen @ 920-918-7894 regarding the date.

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Wendell Anderson requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at either 1123/1125 N. 14th Street or 930A Michigan Avenue depending on availability.

Public Safety

City Clerk

Scott Walker
Governor

Jon E. Litscher
Secretary



State of Wisconsin
Department of Corrections

Division of Community
Corrections
Probation & Parole
3422 Wilgus Avenue
Sheboygan, WI 53081

Telephone (920) 459-3097
Facsimile (920) 459-4386

September 20, 2017

Re: City of Sheboygan Sex Offender Ordinance

SEP 21 '17 AM 11:43

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of inmate Wendell Anderson in order for Mr. Anderson to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

A handwritten signature in black ink that reads "Josh Butzen".

Josh Butzen
Probation/Parole Agent 70802
(920) 918-7894

II

R. O. No. - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Dustin A. Courchaine requesting a waiver from the Sex Offender Residency requirements in order to reside at 409A Superior Avenue.

City Clerk

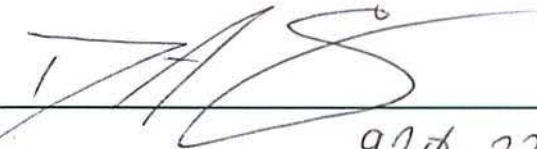
Public Safety

Date: 26 September 2017

My name is: Dustin A Courchaine

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

409 A Superior Ave.
Sheboygan, WI 53081

Signature: 

Phone Number: 920-331-2947

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

R. O. No. - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Matthew Donald Kunert requesting a waiver from the Sex Offender Residency restrictions in order to live at 724 Broughton Dr., Apt. B.

Pub. Safety

City Clerk

SEP 28 '17 PM 2:25

Date: 9-27-17

My name is: Matthew Donald Kunert

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

724 Broughton Drive Apartment B
Down Stairs

Sheboygan, WI, 53081

the landlord is Marge Weltin (630) 546-9519

Signature: Matthew D Kunert

Phone Number: 920 331-1433

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

R. O. No. - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Jose Resendez Jr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1215 Broadway.

Pub. Safety

City Clerk

Date: ~~JOSE RESCUEZ JR~~ 9/27/17

My name is: JOSE RESCUEZ JR

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

3706 SUPERIOR AVENUE

Signature: JOSE RESCUEZ JR

Phone Number: 920-977-9047

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a communication from Meals on Wheels of Sheboygan County requesting the City of Sheboygan Department of Public Works provide a variance and allow Meals on Wheels to expand the parking area by 13 parking stalls and two 960 s.f. greenhouses, one of which would be built sometime in the future.

Public Works

City Clerk



Since 1970 the mission of Meals On Wheels of Sheboygan County has remained solid, to provide safety checks and warm meals for homebound, senior and disabled residents throughout Sheboygan County. In 2012, we opened a new facility and added a "fresh" component to our meals. Each meal is made from scratch utilizing locally-sourced fruits and vegetables, ensuring that our frailest neighbors enjoy the best in nutrition. Serving delicious meals with a smile to our elderly, disabled, and homebound neighbors continues to be our mission.

When our facility was built in 2012, it was anticipated that we would work our way up to accepting about two tons of produce by the fifth year. In our fourth year, we processed well over 21,000 pounds of produce grown by us and area gardeners and farmers. This rapid success has led us to hasten our growth plans, as we are at capacity.

Last year the City of Sheboygan Planning Commission approved our development of a "Northern Complex." This area is located on the land donors purchased just north of the Meals On Wheels building. When complete the Complex will be comprised of an orchard, a sustainable four-season greenhouse, storehouse and parking lot.

Our Request

Meals On Wheels of Sheboygan County is requesting that the City of Sheboygan Department of Public Works provide a variance and allow Meals On Wheels to expand the parking area by 13 parking stalls and two 960 s.f. greenhouses, one of which would be built sometime in the future.

This project will disturb 0.48 acres of property and add approximately 7000 s.f. of impervious area to the site. Because we are adding more than 1000 s.f. of additional impervious area the city's ordinance requires us to meet detention requirements for the entire site. These requirements require us to lower the flow rate of water leaving the site from 10yr. post developed to 2yr. pre developed rates. Approximately 80% of the total storm water flow on this site is developed by the existing building roof and parking lot which currently drains into a ditch within the R/W of Taylor Drive. Because such a large portion of the storm water flow is created by these areas, the only way to meet the City of Sheboygan's detention requirements is to detain a portion of this water. This would require underground storm water storage under the existing parking lot. Because of the cost associated with this and the need for the parking lot to be used by volunteers who delivers meals on a daily basis, this option is not feasible at this time. It would keep senior, disabled and homebound residents from getting their daily meals and safety checks. We have provided as much detention as possible to the west of the new greenhouse and are asking that the City allow Meals On Wheels to move forward with the project without meeting the current ordinance. The following is a table that shows what the flow rates are for the site.

	<u>EXISTING</u>	<u>PROPOSED</u>	<u>ORDINANCE REOM</u>
2yr	1.61 cfs	1.58 cfs	
10yr	2.87 cfs	2.83 cfs	1.61 cfs

As can be seen by the table we are providing enough detention to ensure that no additional flow is leaving the site, but we are not meeting the ordinance. We are exceeding the ordinance by 1.22 cfs.

III

Res. No. _____ - 17 - 18. By Alderpersons Wolf and Draughon.
October 2, 2017.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Town of Wilson v. City of Sheboygan, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney H. Stanley Riffle and Law Offices of Arenz, Molter, Macy, Riffle & Larson, S.C. as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by the Town of Wilson, Sheboygan County Circuit Court Case No. 2017CV000490.

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

Suspend
Pass

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 17 - 18.

By Alderpersons Wolf and Draughon.
October 2, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a conflict waiver letter prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Wisconsin Public Service Corporation.

RESOLVED: That the Mayor is hereby authorized to execute the conflict waiver letter, a copy of which is attached hereto.

*Suspended
Pass*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

Write's Direct Dial: 414.277.5761
E-Mail: rebecca.speckhard@quarles.com

September 28, 2017

Charles Adams, Esq.
City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

RE: City of Sheboygan/Wisconsin Public Service Corporation Conflict Waiver

Dear Mr. Adams:

Quarles & Brady LLP has been asked to represent Wisconsin Public Service Corporation (together with affiliates thereof, "WPSC"), in connection with the proposed siting of a cell tower (the "Transaction") in the City of Sheboygan (the "City"). Because of our representation of the City in bond and financing matters unrelated to the Transaction, our representation of WPSC in this matter presents a potential conflict of interest under the Wisconsin Code of Attorneys Professional Responsibility requiring consultation with and consent by each client.

We have given careful consideration to the services we have been asked to perform for WPSC, as well as the services we have previously performed and continue to perform for the City. We have concluded that our representation of WPSC in connection with the Transaction and other matters not involving the City will not adversely affect our loyalty or service to, or our relationship with, the City in matters unrelated to the Transaction or WPSC. Similarly, we have concluded that our representation of the City will not affect our loyalty or service to WPSC with respect to the Transaction or in other unrelated matters not involving the City.

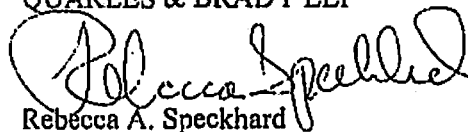
If the City consents to our representation of WPSC in matters related to the Transaction and other matters unrelated to the City, and our continued representation of the City in matters unrelated to the Transaction or WPSC on the terms set forth above, please assist us in satisfying

Charles Adams, Esq.
September 28, 2017
Page 2

our professional responsibilities by signing this letter and returning it to me. Should you have any questions regarding the foregoing, or desire to discuss it further, please give me a call. Thank you for your consideration.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:cmp

Acknowledgment and consent given this ____ day of _____, 2017.

CITY OF SHEBOYGAN

By: _____

Printed Name: _____

III

Res. No. _____ - 17 - 18. By Alderpersons Donohue and Bohren.
October 2, 2017

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for grant funds received in the Fire Department.

Establish estimated revenue and appropriation for an assistance grant received from FEMA for the Fire Department.

<u>FROM</u>	<u>TO</u>	<u>TOTAL</u>
General Fund	General Fund	
Fire Department	Fire Department	
Federal grant	Contracted Services	
10122100-431246	10122100-521900	\$12,273

Establish estimated revenue and appropriation for grant received from the Greater Milwaukee Foundation for Adopt-A-Beach and Adopt-A-Habitat programs.

<u>FROM</u>	<u>TO</u>	<u>TOTAL</u>
Capital Project Fund	Capital Project Fund	
City Development	City Development	
Contribution	Contracted Services	
40061100-467101	40061100-521900	\$17,500

Finance + Personnel

Establish estimated revenue and appropriation for contribution from Wal-Mart for Fire Department equipment.

<u>FROM</u>	<u>TO</u>	<u>TOTAL</u>
General Fund Fire Department Contribution 10122100-467101	General Fund Fire Department Safety Equipment 10122100-530256	\$2,400

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. October 2, 2017.

A RESOLUTION authorizing the appropriate City Officials to exceed the 2017 Bituminous Resurfacing Contract of \$2,304,846.53 with Vinton construction from Manitowoc, WI by more than 15 percent.

RESOLVED: That the appropriate City Officials are authorized to exceed 2017 Bituminous Resurfacing Contract by more than 15 percent

Pub Wks

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 17 - 18. By FINANCE & PERSONNEL COMMITTEE.
October 2, 2017.

The Finance and Personnel Committee reviewed the 30 percent design development phase of the City Hall Renovations and recommends the Common Council accept the Bray Architects design and program budget and advance the project to the next development phase.

Reg

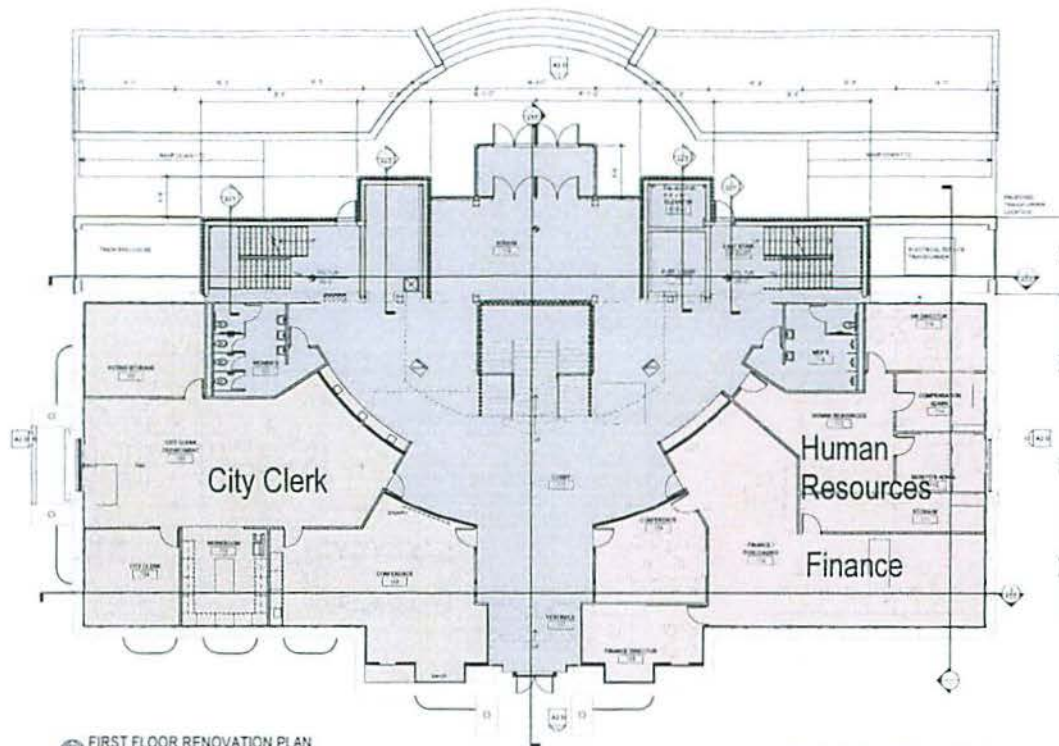
Committee

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

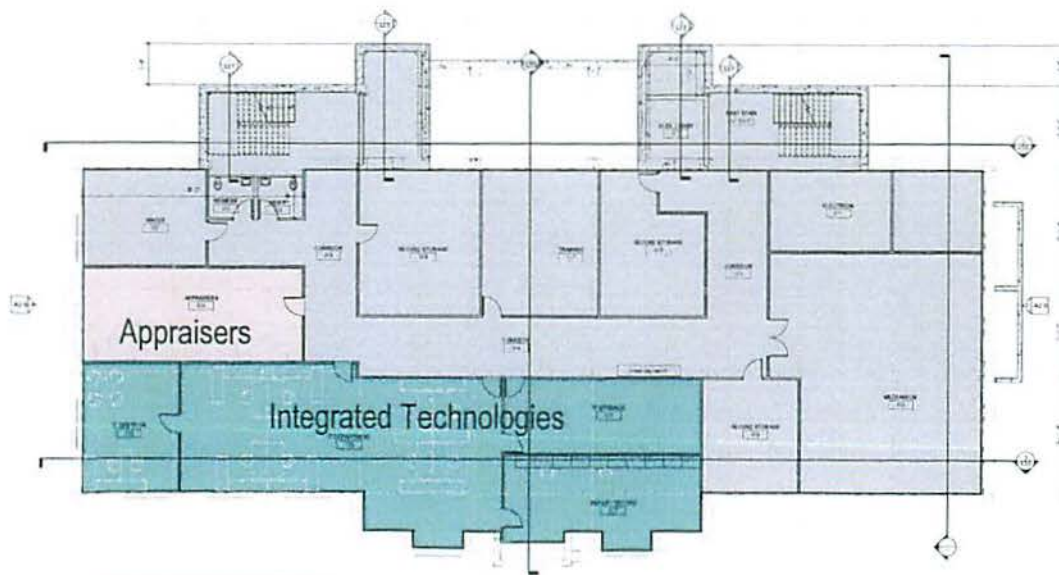
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor





FIRST FLOOR RENOVATION PLAN
Scale 1/8" = 1'-0"



LOWER LEVEL RENOVATION PLAN
Scale 1/8" = 1'-0"

8/20/2013 12:02:31 PM
 C:\Users\jgarcia\Documents\3245_Sheboygan City Hall\3245_Sheboygan City Hall.dwg



Office Locations
 Milwaukee
 830 N. 18th Street
 Milwaukee, Wisconsin 53224
 T 414.224.2200
 Sheboygan
 1225 North 4th Street
 1st Floor 205
 Sheboygan, Wisconsin 53081
 T 920.454.4200
 www.brayarch.com

Project No.
DESIGN DEVELOPMENT
SHEBOYGAN CITY HALL
CITY OF SHEBOYGAN
 Enter address here

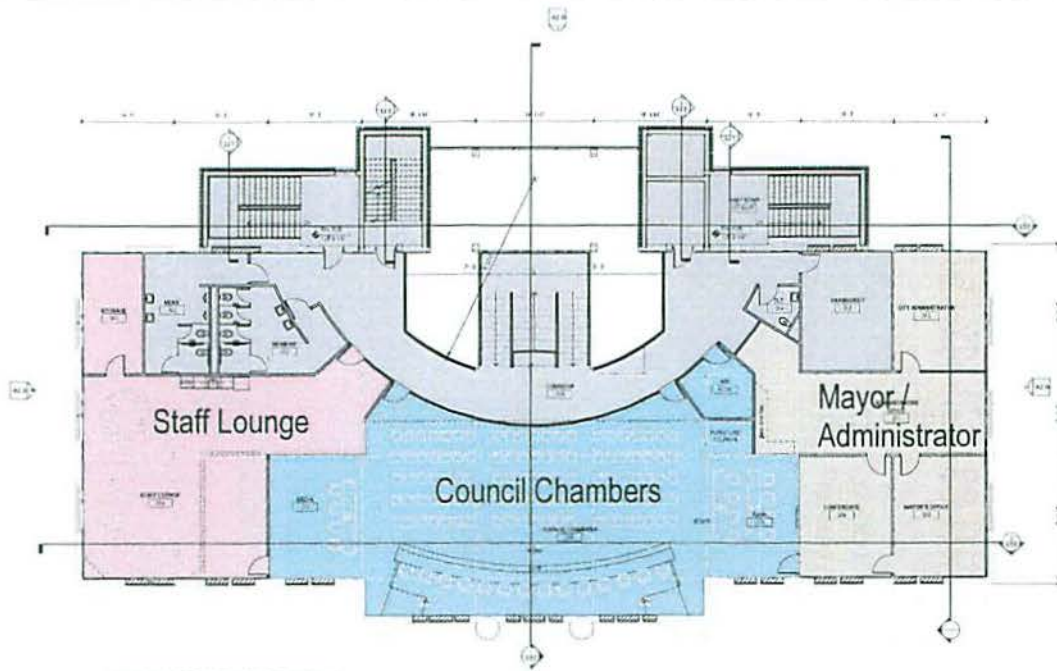
Revision
 1 SHEET 1 OF 3 SHEETS

Project Number
3245

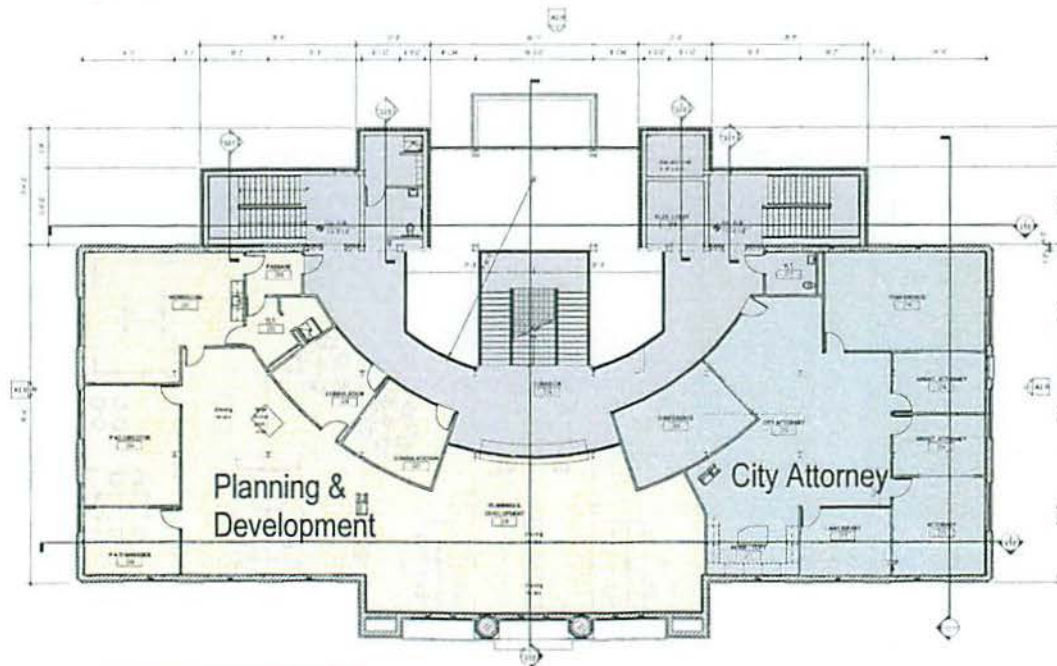
Issued For
PROGRESS

Issued For
RENOVATION PLANS - LOWER LEVEL & FIRST FLOOR

Sheet Number
A1.3



THIRD FLOOR RENOVATION PLAN
Scale: 1/8" = 1'-0"



SECOND FLOOR RENOVATION PLAN
Scale: 1/8" = 1'-0"

2/20/2011 1:20:40 PM
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Office Location
 1000 University Avenue, Suite 100
 Ann Arbor, Michigan 48106
 Tel: 734.769.2200
 Fax: 734.769.2201
 www.brayarchitects.com

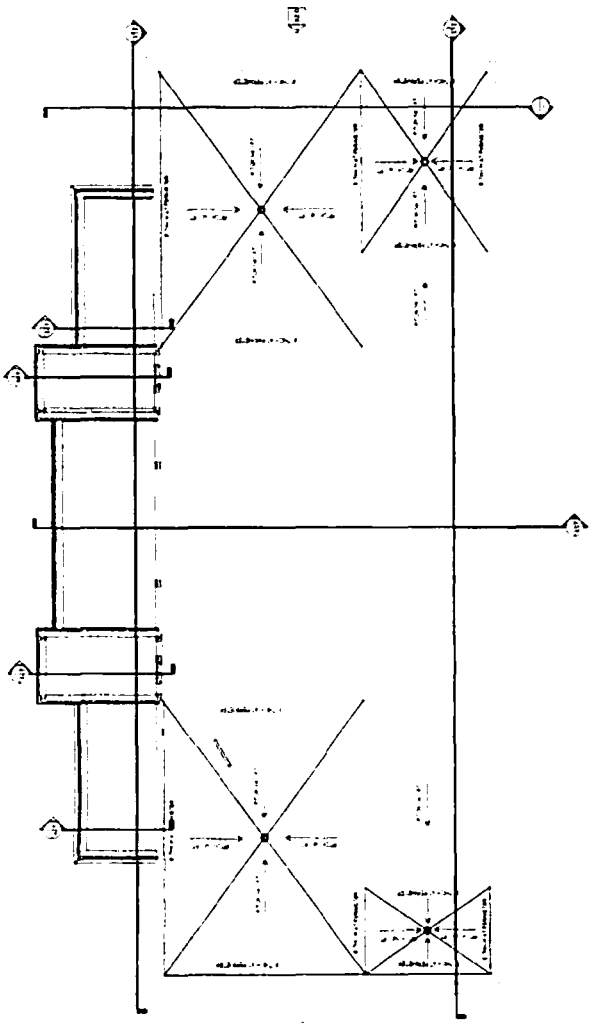
Project Name
 SHEBOYGAN CITY HALL
 DESIGN DEVELOPMENT
 CITY OF SHEBOYGAN
 Enter address here

Project Number
 3245

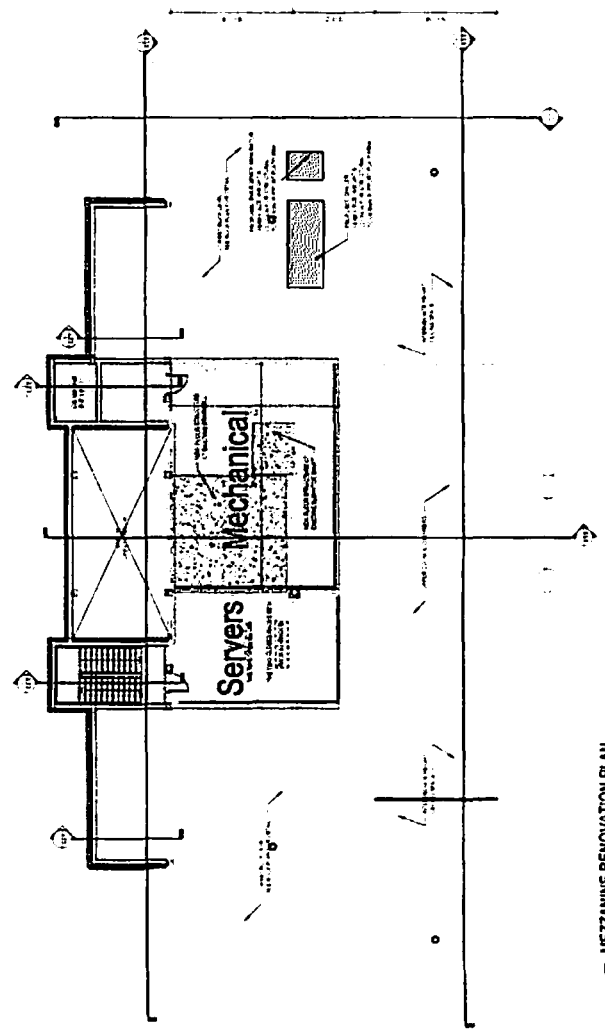
Progress
 Design Development

Renovation
 PLANS -
 BEZANCE
 FLOOR & ROOF

Sheet Number
 A1.5



ROOF PLAN
 Scale 1/8" = 1'-0"



MEZZANINE RENOVATION PLAN
 Scale 1/8" = 1'-0"

SHEBOYGAN CITY HALL
 CITY OF SHEBOYGAN
 SHEBOYGAN, WISCONSIN
 BRAY PROJECT NO. 3245



Bray Associates Architects, Inc.
 Sheboygan & Milwaukee, Wisconsin
 Tuesday, September 26, 2017

Preliminary Cost Estimate | Existing City Hall

30% UPDATE

Basement	8,200	sq.ft.
First Floor:	8,200	sq.ft.
Second Floor:	8,200	sq.ft.
Third Floor:	8,200	sq.ft.
Fourth Floor / Mezz.:	1,500	sq.ft.
Existing City Hall:	34,300	sq.ft. * (net)
New Construction:	6,600	sq.ft.
Total Building Area:	40,900	sq.ft.

DEMOLITION:		\$	276,200.00
NEW CONSTRUCTION/ RENOVATION:		\$	4,598,000.00
MECHANICAL /ELECTRICAL/PLUMBING:		\$	2,879,900.00
	Construction Subtotal:	\$	7,754,100.00
GENERAL CONSTRUCTION COSTS:		\$	787,000.00
ESTIMATING CONTINGENCY:		\$	256,200.00

Total Construction Cost Estimate:	\$ 8,797,300.00
--	------------------------

SOFT COSTS

Architectural / Engineering Fee	6.00%	\$	527,800.00	
Construction Contingency	4.00%	\$	483,900.00	
Geotechnical services			2,500.00	
Environmental Engineering Services			2,500.00	
Abatement (allowance)	1	l.s. @	\$ 100,000.00	\$ 100,000.00
Site permitting fees				
Storm water collection fees				NOT INCLUDED
Substation Permit TWP/Avr.				NOT INCLUDED
General Site Permitting			2,500.00	
Reimbursable expenses (Printing, shipping, etc.)			10,000.00	
Plan approval and/or review fees			10,000.00	
Owner's builder's risk insurance			10,000.00	
Moving and/or relocation services			20,000.00	
Furnishings & fixed equipment (allowance)			850,000.00	
Council Chambers Audio/Video (allowance)			75,000.00	
Telephone system (allowance)			25,000.00	
Technology - switches, routers, projectors, monitors, etc. (relocate computers)			30,000.00	
Legal / insurance / accounting fees			5,000.00	
Utility survey				NOT INCLUDED
Construction permitting (non-site work)				NOT INCLUDED

VII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. October 2, 2017.

The Public Works Committee reviewed the 30 percent design development phase of the City Hall Renovations and recommends the Common Council accept the Bray Architects design and program budget and advance the project to the next development phase.

reg

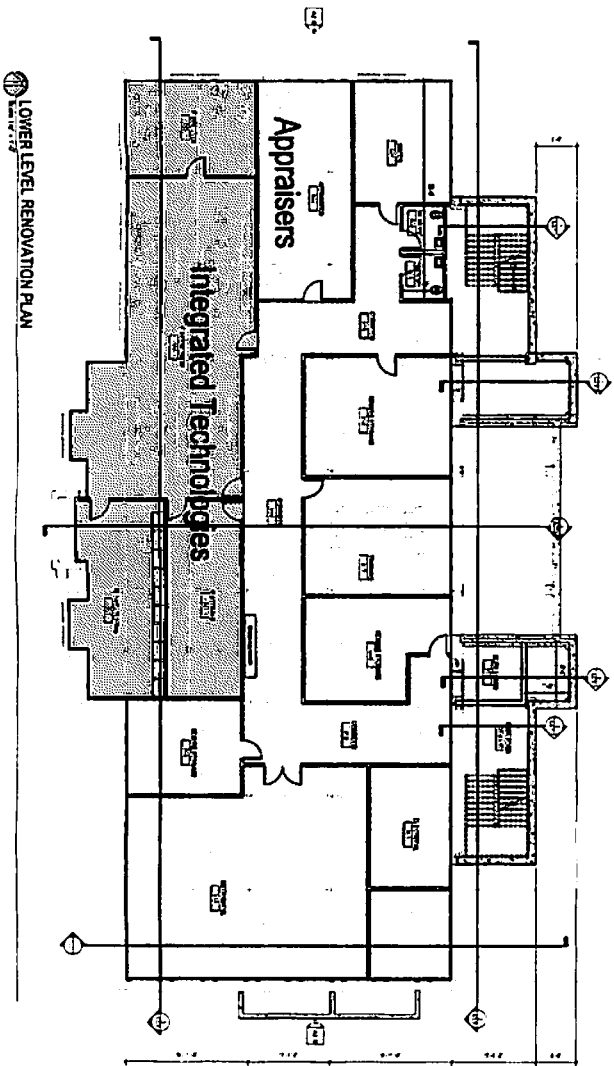
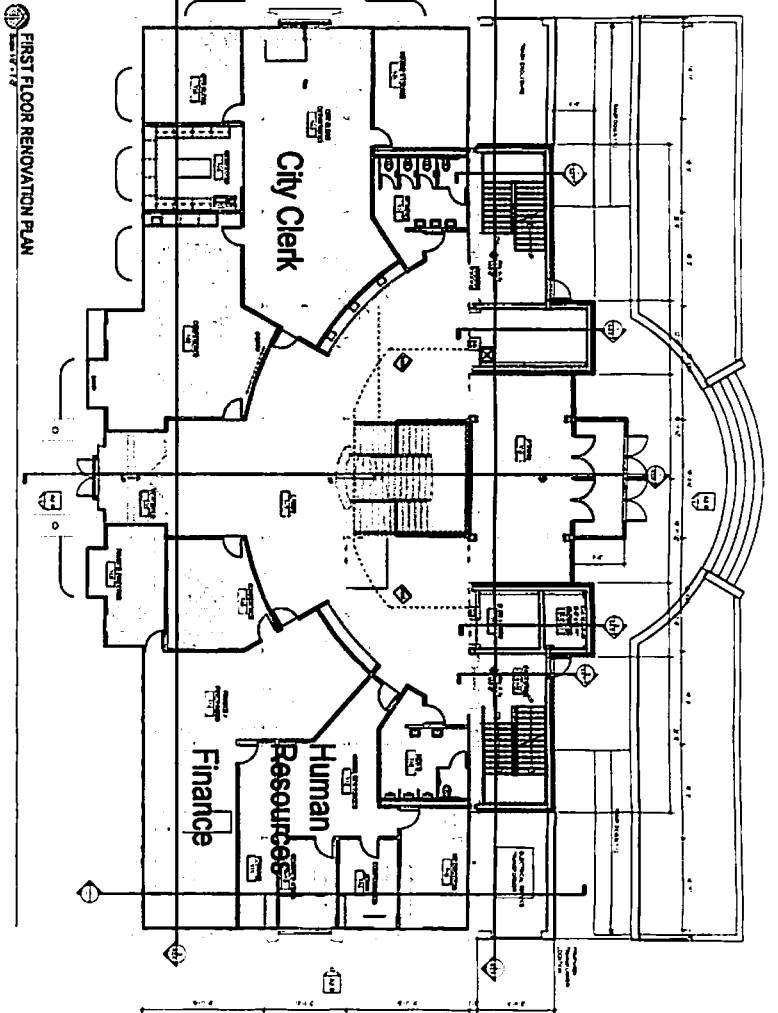
Committee


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

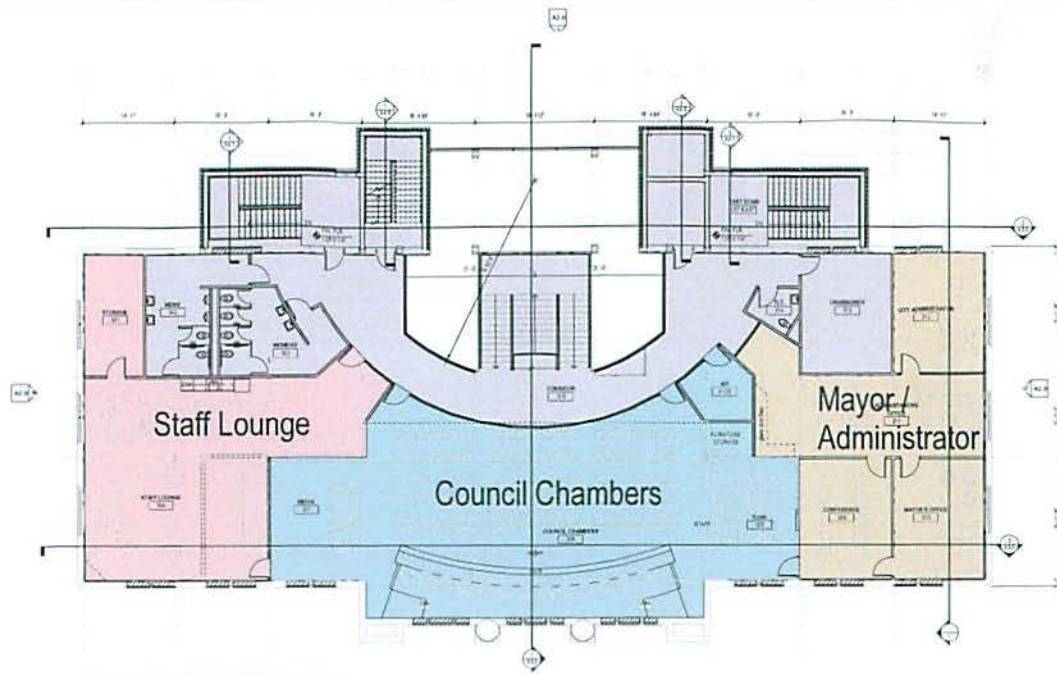
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

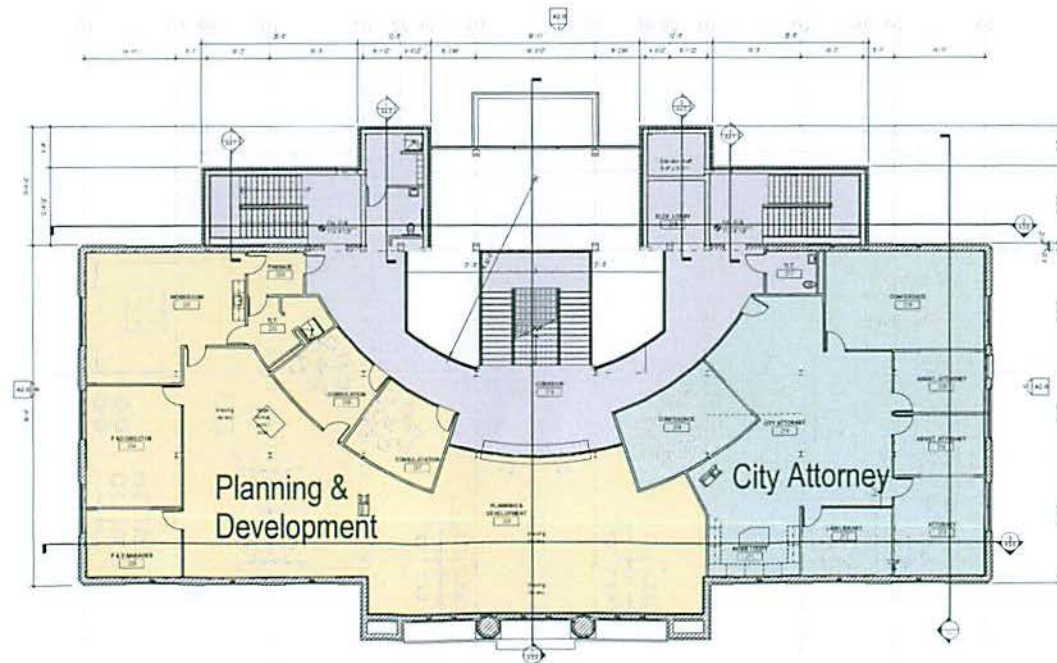




 bray architects solid foundation forward thinking	Office Location: 607 N. 1st Street Skeddygan, WA 98287 Phone: (360) 423-1234 Fax: (360) 423-1235 Website: www.brayarchitects.com Design/Prep: (360) 423-1236 Construction: (360) 423-1237 1-800-555-1234	Project Name: RENOVATION PLANS - LOWER LEVEL & FIRST FLOOR	Project No.: 3245	Date: 03/20/17	Prepared By: JAMES T. WILSON	Checked By: JAMES T. WILSON	Title: DESIGN DEVELOPMENT SKEDDYGAN CITY HALL CITY OF SKEDDYGAN Enter address here
	A1.3	Revision:	Date:	Description:	Drawn By:	Checked By:	Title:



THIRD FLOOR RENOVATION PLAN
Scale: 1/8" = 1'-0"



SECOND FLOOR RENOVATION PLAN
Scale: 1/8" = 1'-0"

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bray
architects
solid foundation. forward thinking.

Office Location:

Sheboygan
825 S. 1st Street
Sheboygan, Wisconsin 53081
T: 920.228.2200

Shelbyville
1224 North 4th Street
PO Box 805
Shelbyville, Wisconsin 53081
T: 920.450.4200
www.brayarch.com

Project Title:

DESIGN DEVELOPMENT
SHEBOYGAN CITY HALL
CITY OF SHEBOYGAN
[Enter address here](#)

Project Number:

3245

Issued For:

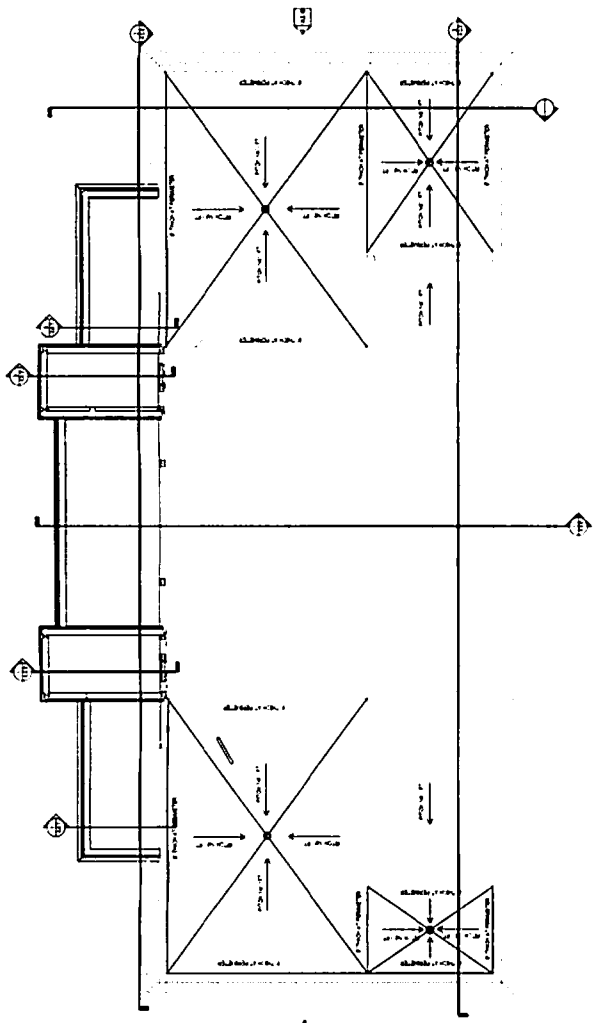
PROGRESS

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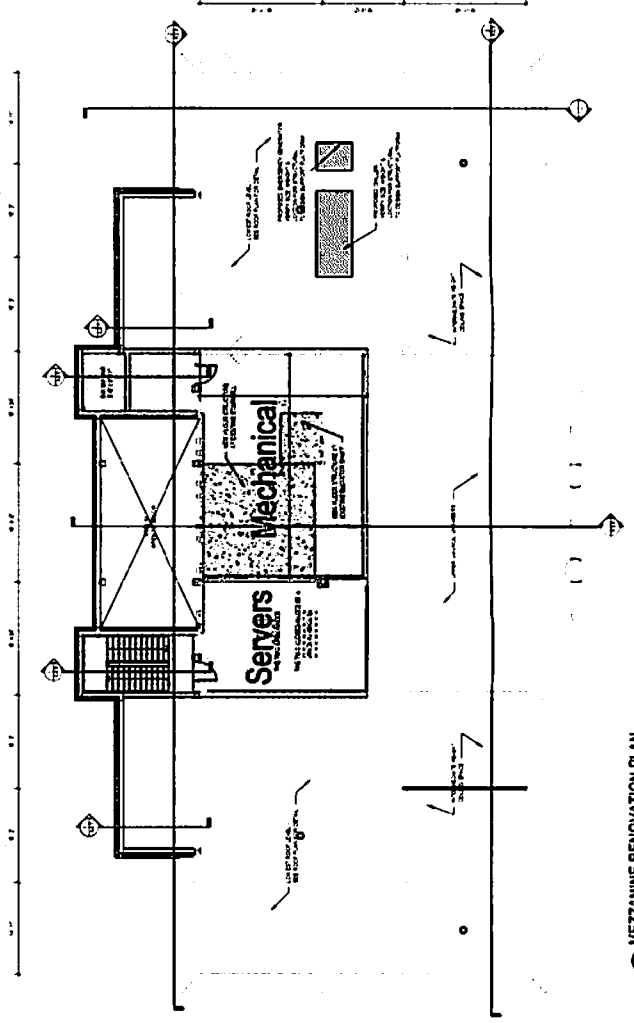
RENOVATION
PLANS - SECOND
& THIRD FLOORS

Sheet Number:

A1.4



ROOF PLAN
 12/11/17



MEZZANINE RENOVATION PLAN
 12/11/17

SHEBOYGAN CITY HALL
 CITY OF SHEBOYGAN
 SHEBOYGAN, WISCONSIN
 BRAY PROJECT NO. 3245



Bray Associates Architects, Inc.
 Sheboygan & Milwaukee, Wisconsin
 Tuesday, September 26, 2017

Preliminary Cost Estimate | Existing City Hall

30% UPDATE

Basement	8,200	sq.ft.
First Floor:	8,200	sq.ft.
Second Floor:	8,200	sq.ft.
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Total Building Area:	40,900	sq.ft.

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NEW CONSTRUCTION/ RENOVATION:	\$	4,598,000.00
MECHANICAL /ELECTRICAL/PLUMBING:	\$	2,879,900.00
	Construction Subtotal:	\$ 7,754,100.00
GENERAL CONSTRUCTION COSTS:	\$	787,000.00
ESTIMATING CONTINGENCY:	\$	256,200.00

Total Construction Cost Estimate:	\$ 8,797,300.00
--	------------------------

SOFT COSTS

Architectural / Engineering Fee	6.00%	\$	527,800.00
Construction Contingency	4.00%	\$	483,900.00
Geotechnical services			2,500.00
Environmental Engineering Services			2,500.00
Abatement (allowance)			
1 Site permitting fees	I.s. @	\$	100,000.00 \$ 100,000.00
Storm water calculation fee			not included
Notice of Intent (WDNR)			not included
General Site Permitting			2,500.00
Reimbursable expenses (Printing, shipping, etc.)			10,000.00
Plan approval and/or review fees			10,000.00
Owner's builder's risk insurance			10,000.00
Moving and/or relocation services			20,000.00
Furnishings & fixed equipment (allowance)			850,000.00
Council Chambers Audio/Video (allowance)			75,000.00
Telephone system (allowance)			25,000.00
Technology - switches, routers, projectors, monitors, etc. (relocate computers)			30,000.00
Legal / insurance / accounting fees			5,000.00
Land survey			not included
Hazardous material identification			not included

Communications / Radio Tower	not included
Borrowing and/or bonding costs	not included
Traffic impact studies	not included
Multiple bid packages	not included
Design of non-conventional foundations	not included
Wetland delineation and/or relocation	not included
Building commissions	not included
LEED documentation	not included
Impact fees (storm water, sanitary, water, etc.)	not included
Design/specification of furniture	not included
Construction manager/ owners rep. fees	not included
Land acquisition	not included

Total Soft Cost Estimate	\$ 2,154,200.00
---------------------------------	------------------------

Total Project Cost Estimate:	\$ 10,951,500.00
Cost / sq.ft.	267.76

General Notes

1. Construction cost based on traditional design/bid/build const. delivery approach with Spring 2018 bid date
2. Cost estimate assumes 10-12 month construction schedule

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE.
October 2, 2017.

Your Committee to whom was referred R. O. No. 158-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying Beverage Operator's License application No. 1846 (Gina M. Crowe) based upon her ineligibility for a license and her failure to cooperate with the committee.

mg

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

Other Matters

8.2

R. O. No. 158 - 17 - 18. By CITY CLERK. September 5, 2017.

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

Law & Lic
9-18-17 - grant all
lit except call-in
crowe
9-26-17 deny
crowe

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 th St.

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Walmart #1276	3711 S. Taylor Drive - Permanent change of address to include liquor area in center front of building; beer sales in grocery and seasonal aisles; product sold at in-store registers and stalls in parking lot specifically designated for online grocery pickup.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1850	Brooks, Christopher A.	505 Chaplin Ct., Plymouth
1855	Brown, Brenda L.	1702 Alexander Ct.
1848	Compton, Kimberly A.	1227 S. 21 st St.
1845	Corona, Elexia M.	4151 W. Tagaytag Ter, Waubeka
1846	Crowe, Gina M.	1412 Hamann Rd., Manitowoc
1847	Fischer, Eric R.	413 New York Ave.
1860	Greeneway, Ryan J.	1817 Manor Parkway
1834	Jaimes, Jesus	610 Zimbal Avenue
0242	Johansen, Kaila L.	1416 N. 28 th St.
5522	Kuether, Ryan R.	3320 S. 11 th Place Apt. 8
1859	Lukens, Becky L.	701 S. Sauktrail Rd.
1827	Lyon, Samantha R.	2599 Leslie Rd., Stoughton
1835	Mace, Andrea L.	1605 S. 8 th St.
1854	Matuschka, John M. (Club)	1702 Kaat Lane
1857	Peper, Brianne M.	3515 N. 10 th St. Apt. 211
1842	Prieto, Catherine P.	1224 S. 11 th St.

1839 Schuricht, Pamela L.	101 E. Mill St. Apt. 2, Plymouth
1832 Seeboth, James D.	1107 Ashland Ave.
2528 Sheraski, Pamela M.	1410 N. 27 th St.
1840 Sims, Scarlett A.	3006 Geele Ave.
1849 Spivey, Patrice M.	1427 Indiana Ave.
0353 Teasdale, Ashley L.	333 State Street, Sheb. Falls
1831 Themar, Tammy L.	4108 N. 30 th St.
0610 Tryba, Debra K.	2413 S. 12 th St.
9826 Vanengen, Tashia L.	1117 Los Angeles Ave.
1858 Vollmer, Tammy L.	3807 S. 11 th St.
1851 Wade, Ty C. (Club)	224 N. Main St., Cedar Grove
1837 Wilmot, Chelsy M.	1328 Geele Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7740	Galicia, Mario A.	1319 N. 17 th St.
1841	Hansen, Stanley J.	1634 S. 12 th St.
1836	Hill, David A.	2201 Erie Ave. #C204

~~VI~~

6.1

Res. No. 74 - 17 - 18. By Alderpersons Donohue and Bohren.
September 18, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for grant funds received in the Police and Fire Departments.

Establish estimated revenue and appropriation for grant received from the State of Wisconsin for Fire Department ambulance equipment.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Ambulance Fund State grant 28022500-431246	Ambulance Fund Small equipment 28022500-530255	\$8,730

Establish estimated revenue and appropriation for grant received from the State of Wisconsin for BOTS Enforcement/Safety for Police Department overtime and benefits.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Police Department State Grant 10121100-431246	General Fund Police Department Overtime 10121120-510110	\$60,000

Lies Over

James A. Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

~~VI~~

4.1 / 9.4

Res. No. 62 - 17 - 18. By Alderperson Donohue. September 5, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for contracted services for an Operational Consulting and Departmental Structure of the Fire Department.

Establish appropriation from contingency for contracted services for an operational consulting and department structure of the Fire Department. The remaining balance in the contingency fund will be \$65,516.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contingency 10199020-810103	General Fund Fire Department Contracted Services 10122100-521900	\$54,000

Lies over.
9/18/17 - Donohue / Rindfleisch
(Held doc.)
Lies over.



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

Other Matters

7.1

Res. No. 81 - 17 - 18. By Alderpersons Savaglio and Lewandoske.
October 2, 2017.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 3530 Lower Falls Road.

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., November 6, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class PPUD Pre-Planned Unit Development to Class JMKAC PUD Planned Unit Development Classification:

Property located at 3530 Lower Falls Road more particularly described as:

Lot 1 of Certified Survey Map recorded in Volume 27, Pages 215-219 as Document No. 2024388, recorded on July 26, 2016, being part of the Northeast ¼ and the Northwest ¼ of Section 28, Township 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northeast Section; thence South 00°31'23" West 1648.04 feet to the point of beginning of lands hereinafter described; thence South 78°12'15" East 78.76 feet to a point; thence North 60°31'33" East 230.12 feet to a point; thence South 71°38'48" East 398.30 feet to a point; thence South 40°31'14" East 122.26 feet to a point; thence South 04°55'06" West 558.15 feet to a point; thence South 60°10'53" West 92.48 feet to a point on the North line of Lower Falls Road; thence Northwesterly 74.86 feet along the arc of a curve and said North line whose center lies to the North, whose radius is 2684.55 feet and whose chord bears North 70°55'30" West 74.86 feet to a point; thence North 70°18'42" West along said North line 155.31 feet to a point; thence North 81°37'18" West along said North line 101.98 feet to a point; thence North 70°18'42" West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along the arc of a curve and said North line, whose center lies to the South, whose radius is 3021.17

Lies Over

feet to a point and whose chord bears North $78^{\circ}28'21''$ West 838.89 feet to a point; thence North $32^{\circ}06'07''$ West along said North line 72.93 feet to a point; thence South $06^{\circ}26'18''$ West along said North line 35.00 feet to a point; thence South $49^{\circ}34'48''$ West along said North line 94.70 feet to a point; thence North $87^{\circ}16'42''$ West along said North line 61.80 feet to a point; thence South $83^{\circ}04'25''$ West along said North line 101.44 feet to a point; thence North $87^{\circ}16'45''$ West along said North line 85.24 feet to a point; thence North $02^{\circ}43'10''$ East 167.00 feet to a point; thence North $87^{\circ}19'45''$ West 280.00 feet to a point; thence South $02^{\circ}43'09''$ West 166.75 feet to a point on the North line of Lower Falls Road; thence North $62^{\circ}35'03''$ West along said North line 112.38 feet to a point; thence North $87^{\circ}14'47''$ West along said North line 82.89 feet to a point on the East line of Lot 1 of Certified Survey Map recorded in Volume 15 Page 330; thence North $02^{\circ}43'15''$ East along said East line 270.00 feet to a point; thence North $57^{\circ}16'46''$ West along said East line 430.73 feet to a point on the South line of the Union Pacific Railroad Right of Way; thence North $60^{\circ}28'58''$ East along said South line 87.49 feet to a point; thence Northeasterly 811.54 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 1925.79 feet and whose chord bears North $73^{\circ}23'20''$ East 805.55 feet to a point; thence Easterly 738.17 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 2797.18 feet and whose chord bears South $88^{\circ}07'27''$ East 736.03 feet to a point; thence South $22^{\circ}01'50''$ East 327.95 feet to a point; thence South $73^{\circ}16'38''$ East 75.96 feet to a point; thence South $47^{\circ}57'44''$ East 158.04 feet to a point; thence South $84^{\circ}45'14''$ East 122.56 feet to a point; thence South $21^{\circ}27'01''$ East 306.38 feet to a point; thence South $78^{\circ}12'15''$ East 57.72 feet to the point of beginning.

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

A

Other Matters

7.2

Gen. Ord. No. 20 - 17 - 18. By Alderpersons Savaglio and Lewandoske.
October 2, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3530 Lower Falls Road from Class PPUD Pre-Planned Unit Development to Class JMKAC PUD Planned Unit Development 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 PPUD Pre-Planned Unit Development to Class JMKAC PUD Planned Unit Development Classification:

Property located at 3530 Lower Falls Road more particularly described as:

Lot 1 of Certified Survey Map recorded in Volume 27, Pages 215-219 as Document No. 2024388, recorded on July 26, 2016, being part of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of Section 28, Township 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast Section; thence South $00^{\circ}31'23''$ West 1648.04 feet to the point of beginning of lands hereinafter described; thence South $78^{\circ}12'15''$ East 78.76 feet to a point; thence North $60^{\circ}31'33''$ East 230.12 feet to a point; thence South $71^{\circ}38'48''$ East 398.30 feet to a point; thence South $40^{\circ}31'14''$ East 122.26 feet to a point; thence South $04^{\circ}55'06''$ West 558.15 feet to a point; thence South $60^{\circ}10'53''$ West 92.48 feet to a point on the North line of Lower Falls Road; thence Northwesterly 74.86 feet along the arc of a curve and said North line whose center lies to the North, whose radius is 2684.55 feet and whose chord bears North $70^{\circ}55'30''$ West 74.86 feet to a point; thence North $70^{\circ}18'42''$ West along said North line 155.31 feet to a point; thence North $81^{\circ}37'18''$ West along said North line 101.98 feet to a point; thence North $70^{\circ}18'42''$ West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along the arc of a curve and said North line, whose center lies to the South, whose radius is 3021.17 feet to a point and whose chord bears North $78^{\circ}28'21''$ West 838.89 feet to a point; thence North $32^{\circ}06'07''$ West along said North line 72.93 feet to a point; thence South $06^{\circ}26'18''$ West along said North line 35.00 feet to a point; thence South $49^{\circ}34'48''$ West along said North line 94.70 feet to a point; thence North $87^{\circ}16'42''$ West along said North line 61.80 feet to a point; thence South $83^{\circ}04'25''$ West along said North line 101.44 feet to a point; thence

City Plan

North 87°16'45" West along said North line 85.24 feet to a point; thence North 02°43'10" East 167.00 feet to a point; thence North 87°19'45" West 280.00 feet to a point; thence South 02°43'09" West 166.75 feet to a point on the North line of Lower Falls Road; thence North 62°35'03" West along said North line 112.38 feet to a point; thence North 87°14'47" West along said North line 82.89 feet to a point on the East line of Lot 1 of Certified Survey Map recorded in Volume 15 Page 330; thence North 02°43'15" East along said East line 270.00 feet to a point; thence North 57°16'46" West along said East line 430.73 feet to a point on the South line of the Union Pacific Railroad Right of Way; thence North 60°28'58" East along said South line 87.49 feet to a point; thence Northeasterly 811.54 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 1925.79 feet and whose chord bears North 73°23'20" East 805.55 feet to a point; thence Easterly 738.17 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 2797.18 feet and whose chord bears South 88°07'27" East 736.03 feet to a point; thence South 22°01'50" East 327.95 feet to a point; thence South 73°16'38" East 75.96 feet to a point; thence South 47°57'44" East 158.04 feet to a point; thence South 84°45'14" East 122.56 feet to a point; thence South 21°27'01" East 306.38 feet to a point; thence South 78°12'15 East 57.72 feet to the point of beginning.

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

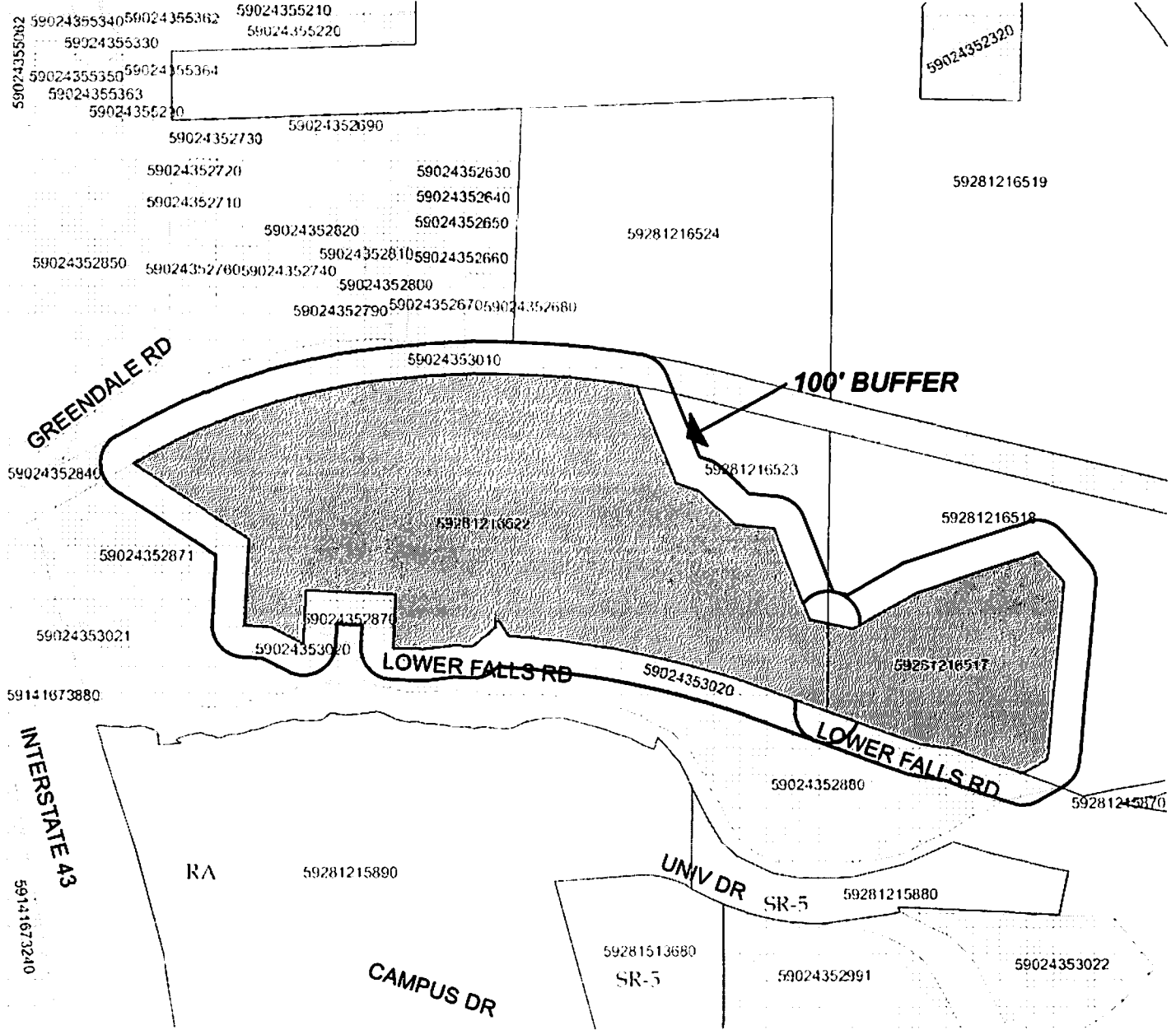
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

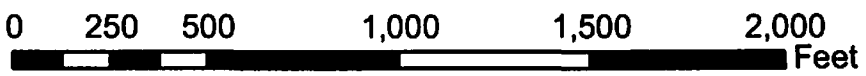
PROPOSED ZONING CHANGE FROM PPUD TO JMKAC PUD 2017 SECTION 28, TOWN 15N, RANGE 23E

Lot 1 of Certified Survey Map recorded in Volume 27, Pages 215-219 as Document No. 2024388, recorded on July 26, 2016, being part of the Northeast ¼ and the Northwest ¼ of Section 28, Township 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: (Continues on Page 2)



Legend

- City Parcels
- Parcels Not in City of Sheboygan



Commencing at the Northwest corner of said Northeast Section; thence South $00^{\circ}31'23''$ West 1648.04 feet to the point of beginning of lands hereinafter described; thence South $78^{\circ}12'15''$ East 78.76 feet to a point; thence North $60^{\circ}31'33''$ East 230.12 feet to a point; thence South $71^{\circ}38'48''$ East 398.30 feet to a point; thence South $40^{\circ}31'14''$ East 122.26 feet to a point; thence South $04^{\circ}55'06''$ West 558.15 feet to a point; thence South $60^{\circ}10'53''$ West 92.48 feet to a point on the North line of Lower Falls Road; thence Northwesterly 74.86 feet along the arc of a curve and said North line whose center lies to the North, whose radius is 2684.55 feet and whose chord bears North $70^{\circ}55'30''$ West 74.86 feet to a point; thence North $70^{\circ}18'42''$ West along said North line 155.31 feet to a point; thence North $81^{\circ}37'18''$ West along said North line 101.98 feet to a point; thence North $70^{\circ}18'42''$ West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along the arc of a curve and said North line, whose center lies to the South, whose radius is 3021.17 feet to a point and whose chord bears North $78^{\circ}28'21''$ West 838.89 feet to a point; thence North $32^{\circ}06'07''$ West along said North line 72.93 feet to a point; thence South $06^{\circ}26'18''$ West along said North line 35.00 feet to a point; thence South $49^{\circ}34'48''$ West along said North line 94.70 feet to a point; thence North $87^{\circ}16'42''$ West along said North line 61.80 feet to a point; thence South $83^{\circ}04'25''$ West along said North line 101.44 feet to a point; thence North $87^{\circ}16'45''$ West along said North line 85.24 feet to a point; thence North $02^{\circ}43'10''$ East 167.00 feet to a point; thence North $87^{\circ}19'45''$ West 280.00 feet to a point; thence South $02^{\circ}43'09''$ West 166.75 feet to a point on the North line of Lower Falls Road; thence North $62^{\circ}35'03''$ West along said North line 112.38 feet to a point; thence North $87^{\circ}14'47''$ West along said North line 82.89 feet to a point on the East line of Lot 1 of Certified Survey Map recorded in Volume 15 Page 330; thence North $02^{\circ}43'15''$ East along said East line 270.00 feet to a point; thence North $57^{\circ}16'46''$ West along said East line 430.73 feet to a point on the South line of the Union Pacific Railroad Right of Way; thence North $60^{\circ}28'58''$ East along said South line 87.49 feet to a point; thence Northeasterly 811.54 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 1925.79 feet and whose chord bears North $73^{\circ}23'20''$ East 805.55 feet to a point; thence Easterly 738.17 feet along the arc of a curve and said South line, whose center lies to the South, whose radius is 2797.18 feet and whose chord bears South $88^{\circ}07'27''$ East 736.03 feet to a point; thence South $22^{\circ}01'50''$ East 327.95 feet to a point; thence South $73^{\circ}16'38''$ East 75.96 feet to a point; thence South $47^{\circ}57'44''$ East 158.04 feet to a point; thence South $84^{\circ}45'14''$ East 122.56 feet to a point; thence South $21^{\circ}27'01''$ East 306.38 feet to a point; thence South $78^{\circ}12'15''$ East 57.72 feet to the point of beginning.

II

R. O. No. - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting an application from Shawn Mather of tres birds workshop (owner of property - Creation & Preservation Partners, Inc.) for a change in the zoning classification of property located at 3530 Lower Falls Road from Class PPUD Pre Planned Unit Development to Class JMKAC PUD Planned Unit Development Classification.

City Plan

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 15062
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: Shawn Mather of tres birds workshop PHONE NO.: (720) 635-6468

ADDRESS: 3821 Steele St., Unit B, Denver, CO 80205 E-MAIL: sm@tresbirds.com

OWNER OF SITE: Creation & Preservation Partners, Inc. PHONE NO.: (920) 458 6144

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3530 Lower Falls Road

LEGAL DESCRIPTION: Re: to attached map

PARCEL NO. #59281216522 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: PPUD

PROPOSED ZONING DISTRICT CLASSIFICATION: JMKAC PUD

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

The existing site is a mix of farmland, a wooded hillside, and a meadow that sits above the hillside.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

The proposed use for the site is the creation of a dense art storage facility that is open to the public. It is key that the majority of the surroundings of the facility will remain as natural as they currently are.

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?

Impact to any wetland spaces on the site will be minimal. We are currently working with the DNR on minimizing impact of the facility to the overall site.

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: The city of Sheboygan has designated this property as PPUD. With this designation, the city has noted the unique nature of the site. The JMKAC PUD will allow design flexibility with regards to the unique nature of this publically available yet dense collection of art within the natural beauty of the site.

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?

With the base zoning of Suburban Office (SO), the exemptions requested are minimal. A key element of the SO designation is the allowance of institutional structures with a commitment to the natural environment. This is precisely the key to the design and aesthetic of the proposed facility.

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

Given it's designation as a PPUD, the site is recognized as unique to the City of Sheboygan. With the creation of a one of a kind art storage facility within this pastoral setting, we feel that that the design will be sensitive to the site AND create a building that is a positive asset to the community.

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

09/26/17

DATE

Shawn Mather

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 171499

License No: 0000

Date: 09/28/2017

Received By: MMD

Received From: SHAWN MATHER OF TRES BIRDS WORKSHOP

Memo: 3530 LOWER FALLS ROAD REZONE

Method of Payment: \$200.00 Check No. 15062

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.

John Michael Kohler Arts Center Art Preserve

General Development Plan

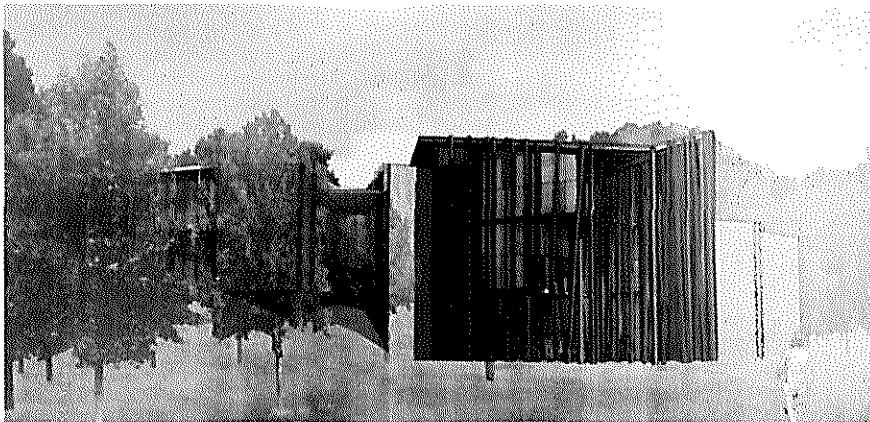
3530 Lower Falls Road, Sheboygan, WI

Date: September 26 2017

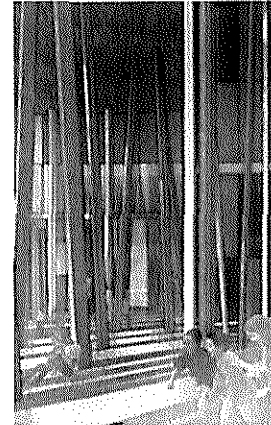
Client: John Michael Kohler Arts Center



View from Lower Falls Road



Mid-Range View



Entry view



tres birds workshop
3821 Steele Street, Unit B
Denver, CO 80205

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ZONING REQUEST

Existing Zoning: Pre Planned Unit Development (PPUD)

Proposed Zoning: JKMAC Planned Unit Development (JMKAC PUD)

SITE INFORMATION

Parcel size

The project area contains a single parcel that equals approximately 38 acres.

Existing Land Use

The parcel is currently zoned as PPUD. Flat portions of the site, adjacent to Lower Falls Road, are currently planted with corn. Areas of the hillside have natural trees as well as natural meadow space.

Existing Zoning

Pre-planned Unit Development

Surrounding Land Uses

South - The property to the south across Lower Falls Road is owned by Sheboygan County and fronts the Sheboygan River.

Immediately to the south of the property on the north side of Lower Falls Rd. is a single family residence.

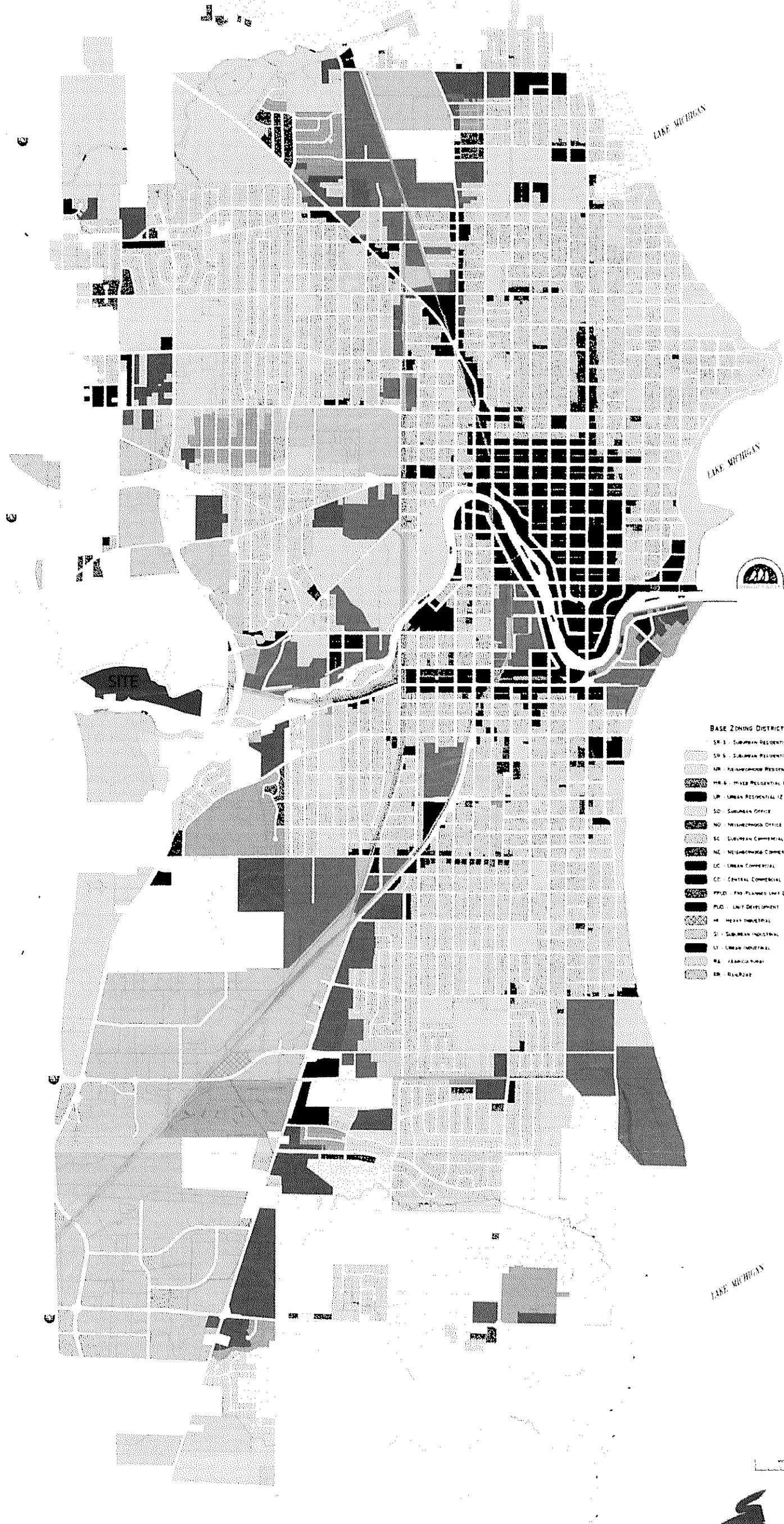
East – The property to the east is owned by the City of Sheboygan and is undeveloped.

North – To the immediate north of the property is a railroad line that runs east to west. Beyond that, there is a single family residence accessed from the north. Otherwise, there are some vacant lands owned by private parties.

There is a single family residence north of the railroad tracks that must be provided access across 3530 Lower Falls Road.

West – To the west of the property is undeveloped land owned by a private party.

CITY OF SHEBOYGAN 2011 ZONING MAP



- BASE ZONING DISTRICTS**
- SR-3 - SUBURBAN RESIDENTIAL 3
 - SR-5 - SUBURBAN RESIDENTIAL 5
 - NR - NEIGHBORHOOD RESIDENTIAL
 - HR-6 - MIXED RESIDENTIAL 6
 - LR - URBAN RESIDENTIAL 12
 - SO - SUBURBAN OFFICE
 - NO - NEIGHBORHOOD OFFICE
 - SC - SUBURBAN COMMERCIAL
 - NC - NEIGHBORHOOD COMMERCIAL
 - LC - URBAN COMMERCIAL
 - CC - CENTRAL COMMERCIAL
 - PPD - FIVE PLANNED UNIT DEVELOPMENT
 - PLD - UNIT DEVELOPMENT
 - HI - HEAVY INDUSTRIAL
 - SI - SUBURBAN INDUSTRIAL
 - LI - URBAN INDUSTRIAL
 - RA - RECREATION
 - RR - RAILROAD

SITE LOCATION - JOHN MICHAEL KOHLER ARTS CENTER ARTS PRESERVE

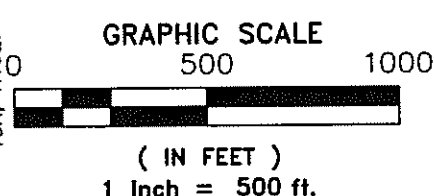
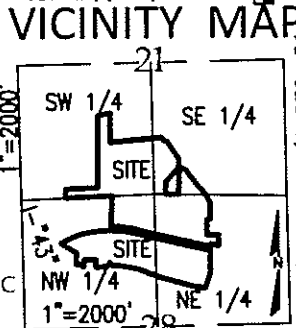
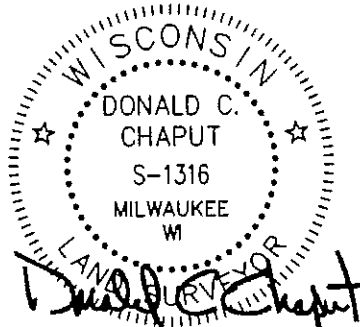
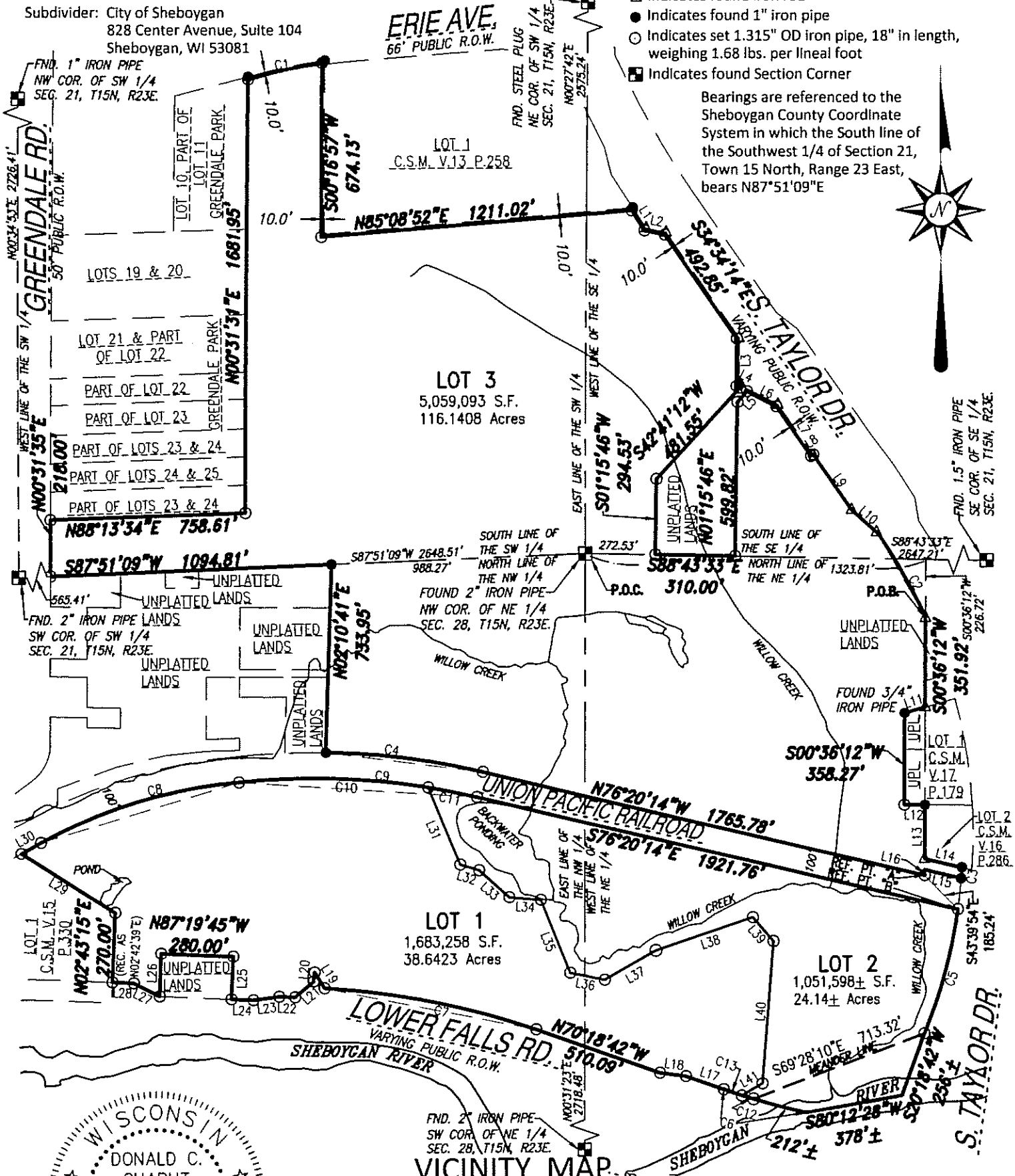
CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Subdivider: City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

- △ Indicates found iron rod
- Indicates found 1" iron pipe
- Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot
- Indicates found Section Corner

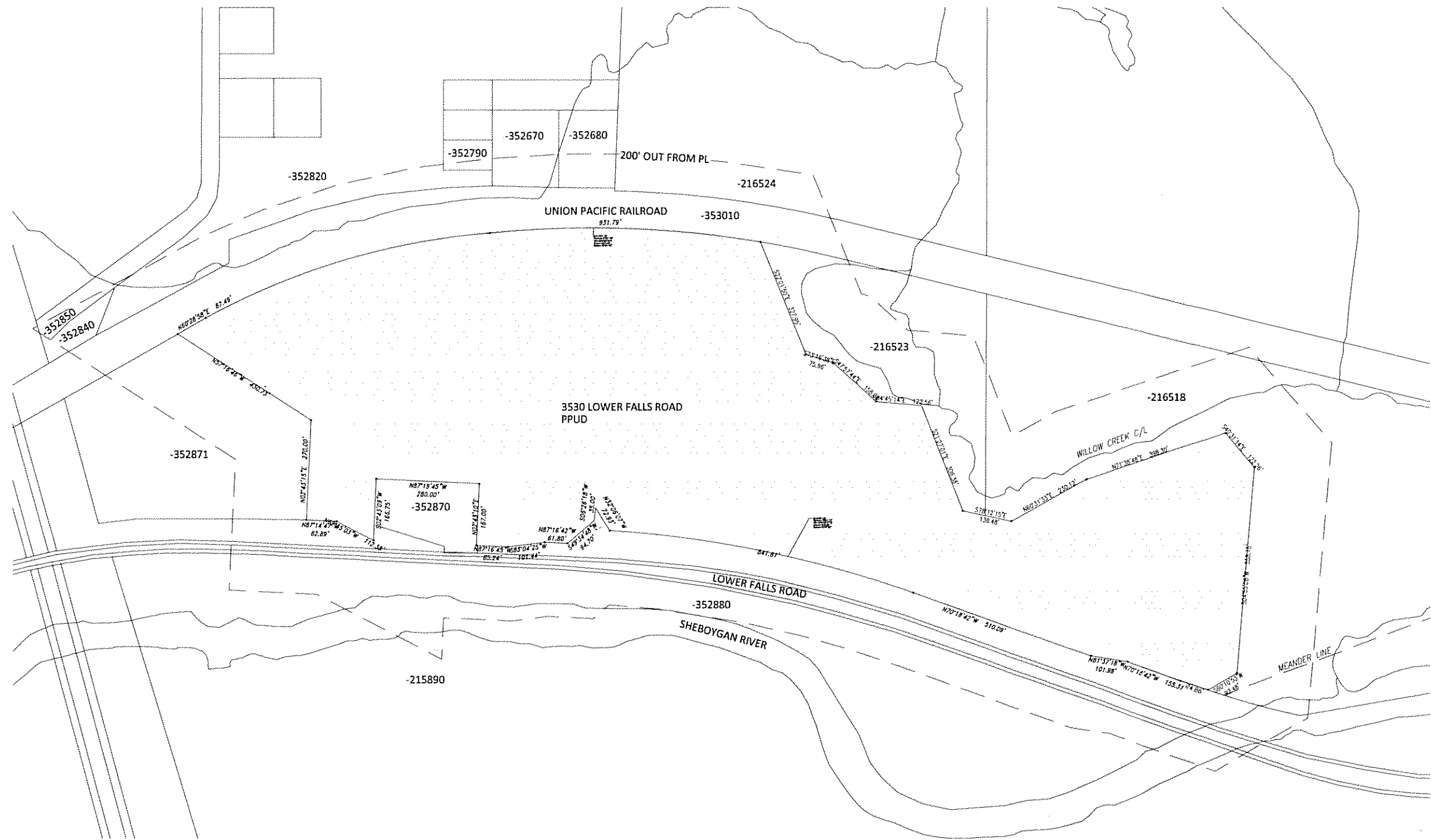
Bearings are referenced to the Sheboygan County Coordinate System in which the South line of the Southwest 1/4 of Section 21, Town 15 North, Range 23 East, bears N87°51'09"E



CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

SHEET 1 OF 5
Date: May 17, 2016
Drawing No. 2242-dmb



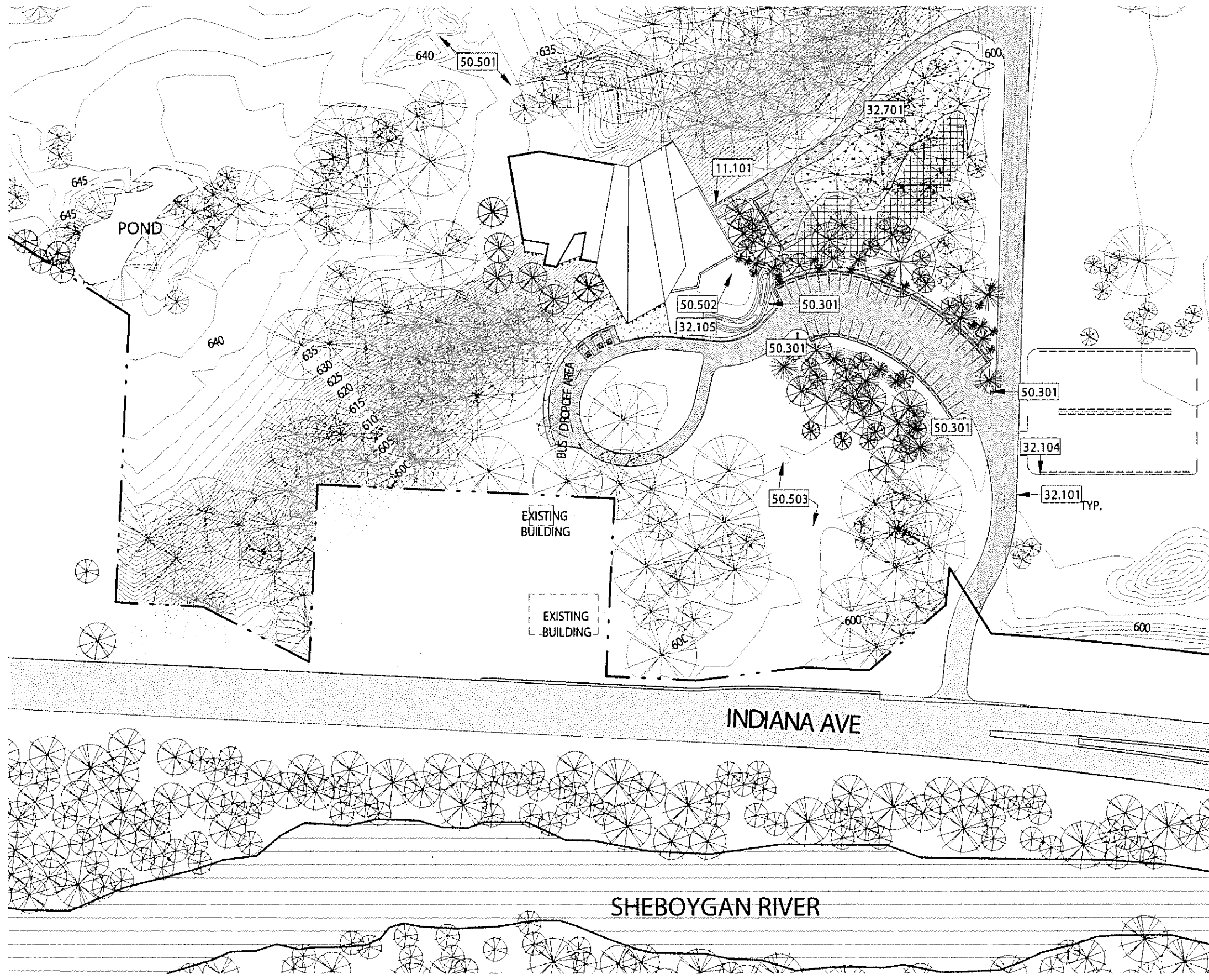
JMKAC Art Preserve Project Area Map

0 75 150 300  SCALE: 1" = 300'

09/18/2017

Nearby Property Owners

<u>Address</u>	<u>Tax ID</u>	<u>Property Owner</u>
3022 Lower Falls Rd.	59281216518	City of Sheboygan
	59281216524	City of Sheboygan
	59281216523	City of Sheboygan
Lower Falls Rd.	59024352871	Thomas G. DuCharme
1115 Greendale Rd.	59024352820	Thomas G. DuCharme
1008 Greendale Rd.	59024352850	St. Cyril and Methodius
Greendale Rd.	59024352790	Walter Gersmehl
3702 Lower Falls Rd.	59024352870	David and Patricia Mohnsam
3301 Lower Falls Rd.	59024352880	Sheboygan County
Railroad easement	59024353010	Union Pacific Railroad Tax Dept.
3618 Lower Falls Rd.	59024352670	Todd and Melissa Bertschy
	59024352680	Todd and Melissa Bertschy
	59024352840	Town of Sheboygan
1 University Dr.	59281215890	Sheboygan County U.W.



PROJECT AREAS

NAME	AREA	%
SITE		
UNDEVELOPED SITE	2633305 SF	96%
PAVED ROAD / PARKING	57274 SF	2%
OVERFLOW PARKING	19007 SF	1%
GRAVEL PATHWAYS	4390 SF	0%
BUILDING FOOTPRINT	20144 SF	1%
	2734119 SF	100%

GROSS BUILDING AREAS

NAME	AREA	%
GROUND LEVEL		
LEVEL 1	19508 SF	35%
LEVEL 2	17036 SF	30%
	19708 SF	35%
	56252 SF	100%

PARKING SCHEDULE

TYPE	#	COMMENTS
EMPLOYEE LOT		
Typical Parking Stal	6	SPACES RESERVED FOR ART PRESERVE STAFF
MAIN GUEST LOT		
ADA Stall	3	ADJACENT TO MAIN ENTRANCE
Typical Parking Stal	41	
OVERFLOW LOT		
Typical Parking Stal	56	GRAVEL PARKING LOT

- ### KEYNOTES
- 11.101 LOADING DOCK
 - 32.101 PAVED ASPHALT
 - 32.104 GRAVEL PARKING LOT
 - 32.105 PATHWAY
 - 32.701 (E) WETLANDS TO REMAIN
 - 50.301 STREET LIGHT; RE: ELECTRICAL DRAWINGS
 - 50.501 UPPER MEADOW; RE: LANDSCAPE DRAWINGS
 - 50.502 OUTDOOR GATHERING SPACE; RE: LANDSCAPE DRAWINGS
 - 50.503 MEADOW; RE: LANDSCAPE DRAWINGS

1" = 100'-0"



Requested Zoning Exemptions

John Michael Kohler Art Preserve

The City of Sheboygan Zoning Ordinance requires a list of exemptions from the site's existing zoning as part of the General Development Plan (GDP) in the Planned Unit Development (PUD) Process.

The existing zoning for this project is Pre-Planned Unit Development which has no established requirements, therefore we are using Suburban Office (SO) as the base zoning for this site.

The following illustrates how the JMKAC Art Preserve project, which requests JMKAC PUD zoning differs from Suburban Office (SO) per the City of Sheboygan Zoning Ordinance requirements.

Requested Land Use Exemptions

No land use exemptions are requested. Indoor Institutional uses are permitted as special use in the Suburban Office zoning.

Requested Density and Intensity Exemptions

No density and intensity exemptions are requested. The building has a footprint of 19,600 SF *-. (.45 acres) and is located on a site of +38 acres.

The minimum landscape surface ratio is roughly .98 which exceeds the required ratio of .25

The 38 acre property exceeds the 1 acre minimum lot requirement.



Requested Bulk Requirement, Parking, Landscape Exemptions

Suburban Office (SO) Zoning District	JMKAC PUD	
Minimum Lot Area (1 Acre)	Satisfied	38 Acres
Minimum lot width (100 ft)	Satisfied	+3000 SF
Minimum Setbacks		
Building to Front or Street Side Lot Line (25 feet)	Satisfied	158'
Building to Residential Side Lot line (25 feet)	Satisfied	365'
Building to Residential Rear Lot line (25 feet)	Satisfied	375'
Building to Nonresidential Side lot line (10 feet)	N/A	
Building to Nonresidential Rear Lot line (10 feet)	N/A	
Peripheral Setback	N/A	
Minimum Paved Surface setback: 5 feet from side or rear	Satisfied	20'
Minimum Building Separation (20 feet)	Satisfied	250'
Maximum building ht. (35 feet)	Exemption	60 feet
Minimum Number of Off street Parking Spaces required on the lot.		
Per 15.206, 3 (c) Indoor Institutional = 1 spot per 250 Gross SF of Public Space: 152 Patrons + 6 employees = 158 Spots	Exemption	50 spaces + 58 spaces at overflow parking = 108 spaces
Landscaping		
Landscaping Points (SO)		
Perimeter: 700 LF= 7 x 40 = 280 points required at perimeter		
Area: 18,000 SF = 18 x 15 = 270 points required.		
Frontage: 2000 LF, 20 x 40 = 800 points required.		
Details of landscaping approach and a general signage plan will be explained as part of the Precise Implementation Plan (PIP). Given the nature of the site, it is anticipated that the landscape work shall meet the requirements.		

II

Other Matters.

7.4

R. O. No. 187 - 17 - 18. By CITY CLERK. October 2, 2017.

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

City Clerk

CHANGE OF PREMISE (PERMANENT)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3132	Pick 'N Save #6432	1317 N. 25 th St.- NW Side of Building; Beer sales only Entire main level; Storage of beer & liquor in caged area; with exterior parking stalls designated for merchandise pickup service.

MESSAGE ESTABLISHMENT LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3284	Best Asian Massage	1226 N. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1888	Barthels, Jessica L.	1533 S. 9 th St.
1893	Butler, Jennifer M.	1614 Saemann Ave.
1891	Delapaz, Rachelle	1735 N. 10 th St.
0521	Dimas, Danielle D.	1538 N. 16 th St.
1884	Drews, Haley C.	1221 N. 4 th St.
6646	Gatlin, Lindsey M.	2115 N. 8 th St.
1882	Maxey, Kristenlyn K.	4417 Primrose Ct. #S111
0220	Minglana, Nadine M.	1530 N. 9 th St.
0714	Mock, Emma M.	402 Huron Ave.
0782	Patnode, Joshua J.	924 Ashland Ave.
6543	Sixel, Jessica L.	3715 Koehler Dr.
1886	Thurman, Terry P.	812 Pennsylvania Ave.
1892	Yang, Richard S.	1315 Maryland Ave.

Law + Licensing

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1885	Beeman, Patrick D.	531 W. Division St., Wautoma
1881	Flores Garcia, Javier	314 Center Ave. Apt. #4
5224	Gaumer, Michael B.	2201 Erie Ave. #C103
6267	Tenpas, Steven L.	6 Pawnee Parkway