

*****ATTACHMENTS*****

2017 Action Items and Critical Measures

<u>Quality of Life</u>							
<u>Quality of Life - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>
1	Create a replacement park equipment schedule	Public Works	10/7/2017		Park staff	5%	
2	Coordinate with the Senior Activity Center to inform citizens about civic engagement opportunities	SAC	11/21/2016	12/31/2017	Nextdoor, Facebook	50%	Ongoing AMP class, Sheboygan SOUP opportunity
3	Complete a building adequacy study on the Senior Activity Center building	Public Works	1/1/2018			0%	
4	Become a bike-friendly city	City Plan/Mayor	4/1/2017		Application	75%	Application submitted August 2017
5	Coordinate with Sheboygan County on south side utility corridor bike path	City Plan/Public Works	1/1/2017			15%	Project in design phase. City works with County Planning
6	Obtain railroad right-of-way to incorporate bike path along Indiana Avenue	City Plan	2/2/2017			100%	City/County working with railroad - determining ownership
7	Expand library resource sharing consortium to a 4-county system	Library	7/1/2016	1/13/2017		100%	Implemented
8	Redesign second floor of Mead Library to provide more collaborative public spaces	Library	12/1/2016	1/10/2017		100%	Implemented
9	Implement radio-frequency identification (RFID) inventory system at Mead Library	Library	1/3/2017			50%	Adding RFID tags to each book/AV item, installing equipment
<u>Quality of Life - Critical Measures</u>							
		<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
10	Fire Department - percent of first EMS unit arrival time is 240 seconds or less	Fire	88%	90%			86% in 2016, 85% in 2015, 81% in 2014
11	Fire Department - percent of first Fire unit arrival time is 300 seconds or less	Fire	74%	90%			New Benchmark added 2nd Quarter
12	Residents who feel safe or very safe walking in their neighborhood after dark	Police	N/A	80%			58% - 2016 Survey data
13	Part 1 crime rate - violent crimes / per 1,000	Police	1.1 per 1,000	2.7 per 1,000			
14	Part 1 crime rate - property crimes / per 1,000	Police	7.8 per 1,000	22.25 per 1,000			
15	Number of neighborhood associations on the Mayor's Neighborhood Leadership Cabinet	City Plan/Mayor	2	5		40%	
16	Number of neighborhood meetings	City Plan/Police	30	20		150%	
17	Number of joint projects with the Sheboygan Area School District	PW/City Plan/Library/Transit/Fire/IT	2	4		150%	Gr 4-9 beach education program Grant/Grade K-4 Fire Safety/South High Protective Services Career Pathway

2017 Action Items and Critical Measures

		<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>		
	<u>Quality of Life - Critical Measures</u>					
18	Walkability score	City Plan	80	80	100%	80/100 Score - Reflected for downtown area
19	Increase in Shoreline Metro and Metro Connection yearly ridership	Transit		530,000 / 34,000	50%	530,000 Shoreline Metro / 34,000 Metro Connection
20	Percent of graffiti removed within 3 days of notification on city facilities	Public Works/Police		75%		
21	Number of linear feet of additional trails created annually	Public Works/City Plan		2018 project		2018 project adding 10,500 linear feet in conjunction with County
22	Passenger opinion surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit		N/A		Spring 2018; difficulty locating resources to conduct survey
23	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	2	9	25%	Per annual data
24	Pounds of prescription drugs collected	Police	610	1,193	25%	Annual data; amounts updated as of 2nd and 4th quarters

2017 Action Items and Critical Measures

<u>Infrastructure and Public Facilities</u>							
<u>Infrastructure and Public Facilities - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>
25	Complete resurfacing of 3 city streets per year leveraging local, state, and federal funding	Public Works	1/1/2017	10/1/2017	Engineering	60%	Paving projects on-going
26	Dedicate funding to the emerald ash borer program	Public Works	1/1/2017	On-going	Forestry	150%	1,200 Ash trees treated
27	Continue to hold the Tree City USA designation	Public Works	1/1/2017		Forestry	100%	Application completed to be submitted Fall 2017
28	Develop a 5-year information technology plan and provide adequate funding	IT	1/1/2017			75%	Plan is developed. Prioritization management process in place
29	Repaint railings at the riverfront (south side of river)	Public Works	1/1/2017	11/1/2017		95%	Painting began June 2017
30	Install new river docks at South Pier	Public Works	1/1/2017	4/21/2017		100%	Installation complete 1 month prior to target
31	Continue implementation of the Sheboygan A's improvements	Public Works	6/1/2016		A's fundraising	10%	1st project - Lighting replacement
32	Replace 2 fixed route buses and replace 2 paratransit buses	Transit	Spring 2017	Winter 2018		50%	Issuing Purchase Order per procurement process
33	Refurbish South 8th Street bridge	Public Works	10/1/2017	6/1/2018		5%	Pre-construction meeting August 30, 2017
34	Refurbish alley between North 8th Street and the parking lot east of the Shoreline Metro Transfer Station	Parking	Summer 2017	Fall 2017		0%	Open
35	Finalize the redevelopment of alleys on N. 8th Street	City Plan/Parking	Fall 2017			60%	Summer 2017-JMKAC completing two more projects
<u>Infrastructure and Public Facilities - Critical Measures</u>							
		<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
36	Number of street trees planted	Public Works	82	500		16%	Fall 2017 - Planting 400 trees
37	Number of years holding the Tree City USA designation	Public Works		40			39 years as of 2016
38	Pavement rating	Public Works		6.25			Rating process complete Winter 2017; 5.93 2015 actual rating
39	Linear feet of infrastructure improved	Public Works		16,896	equals 3.2 miles	60%	Paving projects are on-going to be completed October 2017

2017 Action Items and Critical Measures

<u>Economic Development</u>						
<u>Economic Development - Action Items</u>						
	<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>
40	Public Works/City Plan	4/1/2017			60%	Construction on-going
41	City Plan	1/1/2017			30%	Tourism hiring events manager November 2017
42	City Plan	1/1/2017			100%	Indiana Avenue project
43	City Plan	8/16/2017			50%	June 2017 plan approval; February 2018 construction begins
44	City Plan	12/15/2016	1/15/2017		100%	Commission is established
45	City Plan/Police/ Public Works	2/1/2017	7/4/2017		100%	Successful event
46	City Plan/Public Works	1/10/2017	7/1/2017		100%	Feasibility report complete; Land acquisition in process
47	WSCS/City Plan	1/8/2017			0%	
48	City Plan	6/1/2017			10%	
<u>Economic Development – Critical Measures</u>						
	<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
49	City Plan	\$364,147	\$550,000			2nd Quarter information
50	City Plan	0	100			106 rooms to start in 2018
51	City Plan	0	15			
52	City Plan	0	15			
53	City Plan		\$72,190,120			2016 - Value determined annually
54	City Plan		5.40%			2016-Value determined annually
55	City Plan		40,000			
56	City Plan	0	\$45,000			
57	City Plan	0	15 acres			
58	City Plan	42	80		53%	
59	City Plan	4	10		40%	

2017 Action Items and Critical Measures

	<u>Economic Development – Critical Measures</u>	<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>		
60	Valuation of property with Tax Incremental Districts	Finance	\$126,449,300	\$119,664,900		106%
61	Percent change of property valuation	Finance/City Plan	7%	3.95%		177%
62	Value of new commercial property (constructed commenced)	City Plan	\$3,995,398	\$10,000,000		40%
63	Dollars spent per parking stall in the parking utility jurisdiction	Parking		\$298		Data tracked annually
64	Annual ridership on the trolley	Transit/City Plan		2,300		2017 season begins in 2nd Quarter

2017 Action Items and Critical Measures

<u>Neighborhood Revitalization</u>							
<u>Neighborhood Revitalization - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>
65	Develop neighborhood development plans for 3 of the official neighborhood associations	City Plan	1/1/2017			20%	North Flats underway
66	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	City Plan/Public Works/Police	1/19/2017			50%	On-going monthly meetings
67	Continue to grow the number of new neighborhood associations	City Plan/Police	1/1/2017			50%	
68	Make necessary public infrastructure improvements in at-risk neighborhoods	Public Works	1/1/2017		Engineering, Streets	60%	N 10th & N 12th Street currently under construction
69	Promote the city's housing funding programs to qualified homeowners to make improvements	City Plan/Police	1/1/2017	On-going		25%	Advertisement in Lakeshore Apt. Assoc newsletter, notices with all code enforcement orders
70	Continue the neighborhood association grant program with city funds	City Plan				0%	Not in 2017 budget. Add to 2018 budget.
71	Implement north side Neighborhood Beat Officer	Police	1/1/2017	1/15/2017	Police Officer	100%	
<u>Neighborhood Revitalization – Critical Measures</u>							
		<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
72	Number of new neighborhood associations	City Plan/Police	2	2		100%	2 new associations in progress
73	Number of housing loans issued	City Plan	2	10		20%	
74	Number of added affordable units	City Plan	42	50		84%	
75	Number of code enforcement orders issued	City Plan	575	1,000		58%	
76	Number of abandoned vehicles towed	Police	58	83		70%	
77	Number of garbage complaints investigated/cited	Police/City Plan	190	21/300			2016-21 citations from 300 complaints

2017 Action Items and Critical Measures

<u>Governing and Fiscal Management</u>							
<u>Governing and Fiscal Management - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>	
78 Implementation of MUNIS software modules to streamline operations	Information Technology	1/1/2017			33%	Tyler-Parks and Recreation module, Business Licenses module for building inspectors, Budget module next implementations	
79 Continue providing detailed city budget documents to citizens	City Admin/Finance	2/1/2017	2/9/2017	Finance/City Admin	100%	Link on website	
80 Continue providing detailed financial audit documents to citizens	City Admin/Finance	1/1/2017	5/8/2017	Audited financial reports	100%	Link on website to CAFR	
81 Support employee recognition team recommendations	Human Resources	7/1/2016		Human Resources Committee	60%	Committee continually meeting and working toward final event	
82 Create other employee-based teams to engage staff	Human Resources	10/1/2016		Human Resources	10%	Each particular dept. currently working toward organizing team communication/team building efforts	
83 Continue and enhance employee picnics and special events	Mayor	7/1/2016		Human Resources/Mayor	50%	Recognition Committee convened in May to begin finalization for 9/20/2017 event	
84 Submit budget documents for GFOA award consideration	Finance	2/1/2017	2/9/2017	Finance/City Administrator	100%		
85 Submit financial audit documents for GFOA award consideration	Finance/City Administator	3/15/2017	5/31/2017	Finance/City Administrator	10%		
86 Continue employee newsletters	Human Resources	7/1/2015	2/1/2017	Human Resources	100%	Quarterly Employee newsletter ongoing at present	
87 Include Senior Activity Center participants in planning related to the retirement population	Senior Activity Center	5/15/2017	12/31/2017	SAC/Administration	75%	Application for AARP Age-friendly community status in process	
88 Develop a succession plan for all management positions	Human Resources	3/15/17		Human Resources	15%	Plan will begin following completion of 2018 compensation packages. Succession Planning workshop held 4/13/2017	
89 Conduct a transit transportation development program for the next 5 years	Transit	2/1/17	1/1/18		10%	Set to begin August 2017; initial work has commenced	

2017 Action Items and Critical Measures

	<u>Governing and Fiscal Management – Critical Measures</u>	<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
90	Percent of unspent general fund budget	Finance	7%	3.70%			6% as of 12/31/2016
91	Unassigned fund balance as a percent of revenues	Finance		30%			58% as of 12/31/2016
92	Number of MUNIS software modules implemented	Information Technology	20	152			
93	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2			Rating confirmed 4/25/2017

2017 Action Items and Critical Measures

<u>Communication</u>						
Communication - Action Items	Assigned Department	Start Date	Completion Date	Resources	Percentage of Completion	Status
94 Identify the need for dedicated 0.5 FTE Public Information Officer position	Mayor	1/1/2017	2/7/2016	Mayor/City	100%	Position no longer needed-all duties absorbed within City Staff
95 Create a monthly electronic community newsletter	Mayor	2/3/2017	2/7/2016	Mayor's Staff	100%	Published monthly online
96 Continue citizen survey on annual basis	City Admin	6/21/2017	7/23/2017	Online survey	100%	Administered in July 2017
97 Develop an internal communication plan that is shared with employees	Human Resources	7/1/2016		Human Resources/Dept Staff	25%	Internal communication plan formulation currently being created
98 Create a citizen engagement plan	City Admin	2/15/2017	5/15/2017	City Admin Staff	100%	Common Council adopted May 2017
99 Hire a consultant to update the city's brand as a destination and an organization	City Plan				5%	Possible 2018 project with the Nat'l Marine Sanctuary
Communication – Critical Measures	Assigned Department	Year to Date*	2017 Benchmark			
100 Number of followers on all city departments' Twitter accounts	City Plan/Police/Library	7,314	6,768		108%	Police = 4,311 / MPL = 680 / City = 2,323
101 Number of users on Nextdoor	City Plan	3,232	2,392		135%	
102 Number of "likes" on all City's Facebook accounts	City Plan/Police/Transit/Water Utility/Cable/Senior Activity Center	9,137	9,760		94%	Police = 6,529 / MPL = 2,608
103 Number of new programs on WSCS Cable TV	Information Technology	183	500			
104 Number of televised Common Council and Committee of the Whole meetings	Information Technology	17 and 1	ALL			
105 Number of appearances on Hmong radio station	Mayor	4	6		67%	Currently 6 annual Mayoral appearances on Hmong radio station
106 Number of Nixle contacts	Police	1,537	1,460		105%	

III

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Debbie and Alizee Desmoulin to the Common Council of the City of Sheboygan regarding two legalities concerning the pre-annexation agreement with Kohler.

reg.
As file

City Clerk

Debbie & Alizee Desmoulin
1704 N. 35th St.
Sheboygan, WI 53081

July 19, 2017

Dear Common Council of the City of Sheboygan,

Concerning the pre-annexation agreement with Kohler, there are two legalities of which you should be aware.

Notice under "Conditions". There are two things to pay attention to here:

1. If Kohler does not receive the easement from the DNR, he will not follow through on the annexation. This means that those of you who have said "it doesn't matter if Kohler builds a golf course or not, we just want the property annexed", this statement is irrelevant, because Kohler is only petitioning this annexation for use as a golf course, nothing else. Additionally, the City will only be able to annex the property if all of the permits for the golf course turn out favorably. So in discussing the annexation, this conversation is necessarily about the development of the golf course, contrary to what has been previously stated.
2. If Kohler annexes the part of Kohler Andrea State Park where he is requesting the easement, for an access road to his private golf course, then this public park land falls under the jurisdiction of the City of Sheboygan and is now subject to Ordinance Sec. 74-2. Establishment of parks. See below. Given the stipulation of this ordinance, the Common Council cannot even vote on the pre-annexation agreement, without violating Ordinance Sec. 74-2. Kohler Andrea is already an established park. Therefore, this Ordinance does not permit public parkland to be used for a non-park purpose, (i.e. given as an easement for a private developer) without the necessary committee recommendations being made and 3 public hearings held before passing this by a ¾'s vote of the Common Council to give up park land and change its use.

Sincerely,

Debbie & Alizee Desmoulin

1. Conditions.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

- **Sec. 74-2. - Establishment of parks.**

(a)

The city shall establish, maintain and preserve its parks in perpetuity for the benefit and enjoyment of all generations of the city's residents. The taking of a park for any non-park

use, either public or private, is a serious matter and shall not be done without the recommendation of the board of parks and forestry commission to the public works committee by a three-fourths vote, **after three public hearings have been held regarding whether or not a park should be taken or a referendum held.** A recommendation of the board of parks and forestry commission to the public works committee to take a park for any non-park use must be approved by the public works committee and **confirmed by a three-fourths vote of the common council.** A recommendation to hold a referendum may be approved by a majority vote of the common council.

(b)

The taking of a park for non-park use shall not include easements for public utility installation or incidental right-of-way for street improvements as long as the above mentioned do not adversely affect or change the use of the park.

(c)

Any change in the ordinance requires a three-fourth vote of the common council.

(Code 1975, § 27-1; Ord. No. 27-05-06, §§ 1-3, 3-20-06)

III

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Debbie and Alizee Desmoulin to the Common Council of the City of Sheboygan regarding two legalities concerning the pre-annexation agreement with Kohler.

reg.
As + file

City Clerk

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1704 N. 35th St.
Sheboygan, WI 53081

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Notice under "Conditions". There are two things to pay attention to here:

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2. If Kohler annexes the part of Kohler Andrea State Park where he is requesting the easement, for an access road to his private golf course, then this public park land falls under the jurisdiction of the City of Sheboygan and is now subject to Ordinance Sec. 74-2. Establishment of parks. See below. Given the stipulation of this ordinance, the Common Council cannot even vote on the pre-annexation agreement, without violating Ordinance Sec. 74-2. Kohler Andrea is already an established park. Therefore, this Ordinance does not permit public parkland to be used for a non-park purpose, (i.e. given as an easement for a private developer) without the necessary committee recommendations being made and 3 public hearings held before passing this by a ¾'s vote of the Common Council to give up park land and change its use.

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Debbie & Alizee Desmoulin

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use, either public or private, is a serious matter and shall not be done without the recommendation of the board of parks and forestry commission to the public works committee by a three-fourths vote, **after three public hearings have been held regarding whether or not a park should be taken or a referendum held.** A recommendation of the board of parks and forestry commission to the public works committee to take a park for any non-park use must be approved by the public works committee and **confirmed by a three-fourths vote of the common council.** A recommendation to hold a referendum may be approved by a majority vote of the common council.

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(Code 1975, § 27-1; Ord. No. 27-05-06, §§ 1-3, 3-20-06)

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Debbie Desmoulin to the Alderpersons of the City of Sheboygan responding to Dane Checolinski's Public Forum statement at the July 17, 2017 Common Council meeting.

Req
Ac & File

City Clerk

Debbie Desmoulin
1704 N. 35th St.
Sheboygan, WI 53081

July 20th, 2017

Dear Alderpersons of the City of Sheboygan,

I am appalled that Mayor Vanderstein did not gavel Checolinski at the Public Forum on July 17th for outright attacking his opposition rather than giving substance to why taking down a whole forest is beneficial to the community. At every public hearing, not making personal attacks is stressed before we are allowed to speak. Why was Checolinski exempt from this civil request?

I feel the need to respond to his false claims and I request you to consider my response.

Dane Checolinski speaks during a common council meeting:

<https://www.youtube.com/watch?v=FlWx1Ci4cQo&feature=youtu.be&app=desktop>

This is not a "vocal minority". No constituents have supported this annexation. Only special interest groups who think they'll profit from it. At the one public hearing, there were about 3 to 4 for it and 23 who spoke against it. However, then later in his speech, Checolinski says that "the annexation is a win-win", which contradicts the first statement. If the neighbors in the Town of Wilson and those being annexed are not winning, he is asking you to ignore these people.

I for one, am not a NIMBY: "not in my back yard". I am a citizen of Sheboygan, on the northwest side, not near the Black River Forest. I speak for environmental sanity. I am not part of nor do I speak for the Friends of the Black River Forest (FBRF). However, there is logic to people fighting to preserve the environment next to them. They are the ones who know it best, who can speak to the issues, and who will suffer the direct consequences of development.

Since Kohler wants to take public land, the whole State of Wisconsin should be alerted, informed, and allowed to give input because State property is not just a local affair. This issue needs to be decided upon only after these issues have been thoroughly studied. Last year 450,000+ people visited Kohler Andrea State Park. They need to be considered. And from the City's standpoint, we may lose those tourists. It's too bad for Kohler that his land is not accessible, but the State should never give public land for private profit.

There is no need to "grab at any straw". The reasons not to develop the Black River Forest are many and crucial. Checolinski says that the FBRF is giving misleading information. Yet he gives no examples or corrections.

Checolinski, says that the "group is selfishly motivated". And like, Kohler is not? This golf course project is not an altruistic endeavor.

"Uncontrollable passion"? What does that mean? However, ironically, he also says that he admires their passion.

However, to allow him to say that they use "tactics of intimidation" in a public forum, without saying specifically who is allegedly using "tactics of intimidation" or what those tactics are is unacceptable. He says that several neighbors have been "successfully silenced"! I ask, "who and how?" Unspecific and generalized accusations is a slanderous tactic to sway the unwary public and undecided aldermen in Kohler's direction. But there is no substance. Then he said that "this group has started to attack aldermen Bohren and Holzschuh," just because they gave the alderpersons' personal contact information. Aldermen are supposed to be contactable. Isn't the job of the aldermen to listen to their constituents? Checolinski said that "their goal is to make you scared to vote 'yes' tonight." We have been respectful while presenting the facts. No threats. There is no fear-mongering, as he alleges. This is slander.

Then Checolinski states that the FBRF's aim is to say that "you alderpersons are corrupt and in bed with Kohler Company". Checolinski's aim is clear. He wants to malign the FBRF and anyone who wants to save a full-fledged forest, Lake Michigan, our air quality, and wildlife.

I certainly don't see the City Council as all one unit. I do not think that the whole City is corrupt. I want to hear everyone's perspective. This is why I have invited each of you with personal phone calls and emails to have a discussion about this most important issue. I have received a variety of responses, some open to discussion, others refusing to discuss, and others who didn't respond at all.

I was able to talk with Henry Nelson when he was going to recuse himself. We talked for an hour. We had a civil conversation and even laughed. He assured me that he was not going to change his stance. But now he has told my daughter that he has to vote because the vote is too close. If there was a reason to recuse himself before, then reversing his decision because the vote is too close is not ethical. I understand that working for Kohler Company, his job is on the line. I don't blame Nelson for voting in Kohler's direction. I understand why. But this is why a recusal is necessary in this instance.

I am grateful for those who have responded to my calls. This is how you attract people to live in Sheboygan. If they feel like their voices are heard, because they have a responsive City Council, they will want to move here and those here will want to stay. If, on the other hand, they see that the City favors business development over residential and that zoning mirrors business needs, rather than balancing the City's attributes, they will want to leave the City. We need beauty and natural areas as well. Even New York City has Central Park. Residents need to know that their neighborhoods with parks and forests won't disappear or change drastically.

Checolinski said that there is "already development approved on this land". What's this about? He speaks, yet he says nothing!

If tourists come to spend their money for the golf course, it's not the City of Sheboygan taxpayers who will benefit, but Kohler. So the tax burden would not "shift from hard-working Sheboyganites to tourists". Kohler will make the profits and let's hope so or otherwise, he will sue us for back taxes as he has done in other places in the past.

He talks about how the money earned will benefit roads. What about the roads along the string and the balloon of the annexation? Who will pay for those repairs? If you add more land to Sheboygan, you will have more road repairs, so this is not a win. If we break even, we will be lucky.

So then he goes into a listing of the WI Dells development. But none of those developments listed provide a reserve for wildlife or Indian artifacts. There are no sand dunes to account for or Lake Michigan to protect. There is not the impaired Black River. If they destroyed eco-systems to develop the Dells, all the more reason that we need to protect the few forests left. Balance is the key.

Checolinski states himself that he avoids I43 because of the traffic to the north and yet he would advocate clogging up the quiet Town of Wilson to allow golf tournaments. He can avoid I43, but the Town of Wilson neighbors cannot avoid their own homes! Also, if tourists are going up to Door County on I43 for nature and we already have several Pete Dye golf courses here, they are apparently not attracting tourists enough to deter them from going to Door county. So why would another Pete Dye golf course improve tourism in Sheboygan? Obviously, nature is a better attraction for tourists.

Would Kohler sell his land? If not, why does Checolinski mention that we offer to buy it? In my opinion, no amount of money would sway Kohler. But if he wanted to do something real altruistic and wonderful with his land, he could give it to the Glacial Lakes Conservancy or another land trust organization, so that it could stay a wildlife forest preserve for perpetuity. That would put the Kohler legacy in a beautiful light for years to come and possibly, forever.

Please take these points into consideration,

Debbie Desmoulin

II
R. O. No. - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Andy Ross, Alderperson - District 4, in regards to all the matters related to the Kohler Co. annexation proposal.

*Accept
and file*

City Clerk

August 2nd, 2017

City of Sheboygan Common Council

Dear fellow Alderpersons,

I submit this brief letter for your consideration in advance of our meeting on August 7th as I will be out of town and am not overly confident of being heard clearly via Skype.

In regards to all the matters related to the annexation proposal.....

I believe that Kohler Co. has a right to develop the property that it owns as long as it can meet all jurisdictional requirements.

I believe that if it is built, another golf course would likely have a positive economic impact on the city.

I too believe that Sheboygan needs to grow by welcoming all natural opportunities for annexation.

But....while legal....I believe the current proposal has been manufactured through the purchase of homes and installation of supportive tenants and this is not how annexation was meant to work, nor how municipalities should interact.

Thank you for taking the time to consider these thoughts.

Sincerely,

Andy Ross
Aldersperson, Dist. 4

III

R. O. No. - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Steven Cassady, Vice President - Technical Services on behalf of Kohler Co. addressing inaccuracies raised during the annexation process.

*accept
and file*

City Clerk



August 2, 2017

Mayor Mike Vandersteen and
Members of Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mayor Vandersteen and Council Members:

On behalf of Kohler Co., I want to thank each of you for your thoughtful consideration of our petition to annex to the City of Sheboygan. We very much appreciate the true public service that you are performing in evaluating the matters related to our proposed annexation, and we trust that, years from now, the community of Sheboygan will be better given your decision in the coming days.

As we approach the meeting at which you must vote on our annexation request, I wanted to address a few inaccuracies raised during this process. These issues are summarized below and our responses follow in the standard text after each topic.

1. *Town of Wilson Supervisors issued a News Special Edition - May, 2017 asserting that Kohler sought to annex "nearly 750 acres of land," including "345 acres of park land owned by the state, and 135 acres of other privately owned property" (page 1, paragraph 1).*

Kohler's annexation petition actually includes 561 acres, 256 acres owned by Kohler, 250 acres owned by government entities and 56 acres owned by other private parties. Government entities are exempt from property taxes and rarely express any preference to be located in one municipality versus another. With regard to the private parties included in the petition, 5 of 6 eligible electors (83%) signed the petition, as did the owners of 91% of the assessed value of the area. State statute requires only a simple majority (50%) for each of these measures in a qualified petition application. In our case, an overwhelming majority of those directly impacted by Kohler's petition favor annexation.

In addition, Kohler has agreed to reimburse any tax increase incurred by three private owners included in the annexation territory whom may be affected by this petition [Siegworth, Koller, and Riverdale County Club / Miller].

2. *In the News Special Edition - May, 2017, Town officials describe...Kohler as pursuing "a little used method of annexation referred to as a non-unanimous annexation...[which]..can be contentious" (page 2, paragraphs 5-6).*

The annexation process is one of three annexation processes authorized under Wisconsin Statutes. Annexations similar in size to that proposed by Kohler usually follow the

process that Kohler is following. Over the past 6 months, 3 similar sized annexations followed the same process that Kohler is using and were found by DOA to be in the public interest and resulted in adopted annexation ordinances. It is unfortunate that in our application that such contention has fallen on your shoulders as City leaders.

3. *Town of Wilson Ad Hoc Planning Committee Member Jayne Zabrowski argues in a 7/17/17 letter to the Mayor and Alderpersons: "Kohler's representative deceived the sellers of 5721 Sherwood Drive in order to purchase their home."*

The property at 5721 Sherwood Drive was listed for sale. A real estate agent, on our behalf, contacted the sellers to purchase their property and informed them that he intended to assign the contract. The sellers chose to move forward with the sale knowing that the identity of the buyer would not be disclosed.

4. *Opponents repeatedly label Kohler's proposed annexation as a "balloon on a string"—implying it is per se illegal. See Town of Wilson News, Special Edition - May, 2017, page 3, paragraph 1; 6/14/17 Notes to City Council by Town of Wilson Chair John Ehmann and Town Plan Commission Chair Roger Miller, page 3, paragraph 1. Town Ad Hoc Planning Committee Member Zabrowski contends in her 7/17/17 letter: "Kohler...[curried]...favor with DOA, and gave the politically appointed administrators within the agency time to influence civil servants that ostensibly review annexations..."*

Kohler purposely drew its annexation boundaries to minimize impact on unrelated parties. As you are aware, the Department of Administration has found that Kohler's proposed annexation is in the public interest and that the included territory is consistent with other shapes upheld by the courts. (See 6/8/17 letter from DOA to Susan Richards and Georgene Lubach.) The DOA found that "the proposed land use of the annexation territory and the adjacent land to the north is more homogenous with the City than it is with the Town." DOA also stated "It cannot be said that the Town can "better" provide services such as water...the proposed annexation involves an urban use that requires urban services, and which is immediately adjacent to other urbanized areas..."

Kohler, City, and Town representatives all had contacts with DOA officials during their review. Town representatives, when you include the three different law firms representing the Town, actually had more contact with DOA during this period than Kohler Co. and the City combined. All parties were interested in the outcome of DOA's public interest determination and advocated their positions. All materials submitted to DOA for review are public records and have been disclosed in open records requests.

5. *"None of the land involved in the petition has any need for any municipal services," declares Town Plan Commission Chair Miller on page 1 of his 6/30/17 letter to*

Mayor Vandersteen and Members of Common Council
August 2, 2017
Page 3

Common Council. "The City strategy is to form a noose around the Town's neck for successive annexations" (page 2).

A primary concern expressed by opponents prior to Kohler's submitting a petition to annex was potential adverse impacts to private wells of area residents. Town officials have now concurred that a high capacity well serving Kohler's proposed golf course would not cause contamination (see 6/14 Ehmann/Miller Notes to Council, page 1). However, annexation enables Kohler to serve and irrigate its golf course improvements with City water, which would eliminate all direct impacts to private wells within the area. In addition, bringing City water to the area offers the potential for others to connect to that service if they desire to do so in the future. This annexation creates an opportunity for City leaders to leverage this extension of services as part of the City's overall growth plan.

6. *In the third to last paragraph of his 6/30/17 letter Town Plan Commission Chair Miller asserts "the City does not understand that it may actually cost you considerably more than it costs the Town [to provide water service]."*

The draft Pre-Annexation Agreement between Kohler Co. and the City provides the methodology and the funding to extend City water service south along 12th Street from Riverdale Road to CTH V. While planning for a future water loop is prudent, the City is not committed to do so and has ample time to plan for adding on to a new water main extension in future years.

7. *Town Plan Commission Chair Miller advises on page 2 of his 6/30/17 letter, "SR-5 zoning proposed...is in violation of both the City's and the Town's comprehensive plans."*

Not only is SR-5 zoning consistent with the City's comprehensive plan, it is essential to ensure that existing residences do not become nonconforming uses. City staff and Plan Commission both have opined that SR-5 zoning is consistent with the City of Sheboygan Comprehensive Plan adopted December 5, 2011, with that plan's Future Land Use Plan and with Sheboygan's Comprehensive Outdoor Recreation Plan covering the years 2016-2010.

8. *In the last bullet point of their May, 2017 News Special Edition, Town Supervisors confirm that they retained three engineering firms "to evaluate the groundwater, surface water, ecological and other potential impacts of the project." In their 6/14/17 Notes to Council (pages 4-5), Town Chair Ehmann and Plan Commission Chair Miller explain why, in their view, wetland fill and LAWCON approvals should not be issued.*

WDNR and Army Corps have the scientists and engineers on staff to make such environmental permitting decisions. Kohler petitioned to annex to the City knowing that WDNR and/or Army Corps could deny or condition necessary permits. WDNR and Army Corps permitting processes will not, and should not, be affected by annexation--either way.

Mayor Vandersteen and Members of Common Council
August 2, 2017
Page 4

9. *The process is being rushed according to Town Plan Commission Chair Miller on page 1 of his 6/30/17 Letter and Pines Bach in its 6/15/17 Letter to Alder Donohue.*

This process began when Kohler published its notice of intent to circulate its annexation petition on April 28, 2017. Kohler filed its annexation petition on May 15, 2017. We also hosted two community open houses on May 16 and 23. City Plan Commission unanimously recommended in favor of annexation and rezoning at its meeting on May 31, following a nearly two-hour public hearing. The City's Finance Committee has debated, discussed and approved Kohler's pre-annexation agreement at meetings on June 12, July 3 and July 10. And, items related to Kohler's annexation request have appeared on the agenda for each of the six meetings Common Council has held since May 15. Wisconsin Statute sec. 66.0217(8) requires the City to act upon an annexation petition within 120 days from its filing. As of the date of this letter, 80 days of the statutorily allotted time will have elapsed. This proposed annexation is one of the most studied in the City's history and cannot be characterized as "rushed".

Kohler Co. has privately owned the 247 acres proposed for its golf course for more than 75 years. Importantly, Kohler's golf course proposal will open the land for use by the public, not just golfers, but also non-golfers who can walk the beach and dine at the clubhouse. With the property's archeological history, there is an opportunity for discovery and new learning, and Kohler is pursuing educational opportunities with Native American Tribes to provide access to burial mound areas for the general public. Kohler's proposal makes its private land available for public enjoyment beyond those who live nearby.

The annexation process has been extensive and has been vetted over three months in five different forums. The time has come for you to vote on our annexation request. We hope that you will agree that adopting an annexation ordinance and zoning the land SR-5 are in the best interests of the City--now and in the long term. Thank you again for your consideration.

Yours very truly,



Steven J Cassidy
Vice President - Technical Services

II

R. O. No. - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Michael Huitink on behalf of his client, the Town of Wilson, regarding the Kohler Company's annexation petition.

*accept
+ file*

City Clerk



August 3, 2017

VIA CERTIFIED MAIL AND EMAIL

Attorney Charles Adams (Charles.Adams@sheboyganwi.gov)
City of Sheboygan
828 Center Ave, Suite #304
Sheboygan, WI 53081

City Clerk Susan Richards (SRichards@ci.sheboygan.wi.us)
828 Center Ave, Suite 100
Sheboygan, WI 53081

Re: Conflicts of Interest

Dear Mr. Adams and Ms. Richards:

I am writing on behalf of my client, the Town of Wilson, regarding the upcoming action on Kohler Company's annexation petition, which I understand will be on the Common Council's August 7 agenda.

The Town has made clear its opposition to the annexation. But I write today to notify you of a related issue that has come to the Town's attention – the conflicts of interest that several members of the Common Council appear to have.

By way of background, the Wisconsin Code of Ethics for Public Officials and Employees declares that "high moral and ethical standards among state public officials and state employees are essential to the conduct of a free government." Wis. Stat. § 19.41(1). The Code of Ethics is intended to help public officials "avoid conflicts between their personal interests and their public responsibilities" in order to "promote and strengthen the faith and confidence of the people of this state in their state public officials and state employees." Id.

To that end, the legislature has enacted Wis. Stat. § 19.59, which provides that no local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself, or for an organization with which he or she is associated. Further, under that statute, a local public official may not take any official action substantially affecting a matter in which the official, a member of his or her immediate family, or an organization with which the official is associated has a substantial financial interest.

The City has also adopted its own comprehensive Code of Ethics, which is even more restrictive. Under Section 2-270 of the City's Code of Ethics, "no city official or employee, whether paid or unpaid, shall engage in any business or transaction or shall act in regard to financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties in the public interest . . . or which would tend to impair his independence of judgment or action in the performance of his official duties." To accomplish this, the Code of Ethics requires City officials to disclose on the record of the Common Council the nature and extent of any financial or personal interest in any proposed legislation before the Common Council.

With that in mind, the Town has learned that the employment statuses of four members of the Common Council will likely affect their decision-making with respect to the Kohler annexation petition:

- Henry Nelson. The Town understands that Mr. Nelson works at Whistling Straits Golf Course, which is owned by a subsidiary of the Kohler Company.
- Bryan Bitters. The Town understands that Mr. Bitters has been an employee of Kohler Company for over 20 years.
- Markus Savaglio. The Town understands that Mr. Savaglio works at Village Realty & Development, a brokerage company affiliated with the Kohler Company.
- Roman Draughon. The Town understands that Mr. Draughon is the managing member of DuFour Advertising, which advertises Kohler Company as being among its "Premier Clients."

Each of these individuals is in a position in which their personal interests with Kohler Company conflict with their public responsibilities to exercise independent judgment on the annexation petition.

In participating on the Kohler petition, each of them may be taking official action substantially affecting a matter in which they and their associated organization has a substantial financial interest. Similarly, they would be acting in regard to their direct or indirect financial or personal interests in a manner that would tend to impair their independence of judgment. The pressure on a person to approve their employer or "Premier Client's" highly sought-after annexation is real. Undoubtedly, there is considerable risk that their loyalty to their employer or client may predominate over their obligations to the public.

The Town believes that these members have actual conflicts of interest. At the very least, there is a clear appearance of conflicts, which would diminish the public's confidence in the City's decision-making. As you are likely aware, Wisconsin courts have voided municipal actions when officials who should have recused themselves from participation in a matter did not. *See, e.g., Marris v. City of Cedarburg*, 176 Wis.2d 14 (1993). Should the above-named

Council Members take part in the discussion, deliberation, or action on Kohler Company's annexation petition, and the petition is approved, the Town will be forced to consider asking a court to review the action.

I hope that in consideration of the information contained in this letter, you work with these Council Members to discuss the nature of their relationships with Kohler Company, require them to disclose their interests in accordance with Section 2-276 of the City's Code of Ethics, and instruct them to refrain from participating in this matter. Thank you in advance.

Yours Very Truly,

SORRENTINO BURKERT RISCH LLC

s/ Michael D. Huitink

Michael D. Huitink
mhuitink@sbrlaw.us

cc: Todd Wolf (todd.wolf@sheboyganwi.gov)
John Belanger (john.belanger@sheboyganwi.gov)
Roman Draughon (Roman.Draughon@sheboyganwi.gov)
Ronald Rindleisch (ronald.rindfleisch@sheboyganwi.gov)
Rosemarie Trester (rosemarie.trester@sheboyganwi.gov)
Mike Damrow (mike.damrow@sheboyganwi.gov)
Andy Ross (andy.ross@sheboyganwi.gov)
Mary Lynn Donohue (marylynnedonohue@sheboyganwi.gov)
Markus Savaglio (markus.savaglio@sheboyganwi.gov)
Scott Lewandoske (scott.lewandoske@sheboyganwi.gov)
Henry Nelson (henry.nelson@sheboyganwi.gov)
Bryan Bitters (bryan.bitters@sheboyganwi.gov)
Andrew Schneider (andrew.schneider@sheboyganwi.gov)
Susan Holzschuh (susan.holzschuh@sheboyganwi.gov)
Ryan Sorenson (ryan.sorenson@sheboyganwi.gov)
Jim Bohren (jim.bohren@sheboyganwi.gov)

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Claudia Bricks and Mary Faydash regarding the Kohler Co. annexation petition.

accept
& file

City Clerk

Dear Alderman

As Friends of the Black River Forest spokespersons, we sent you a letter referencing the unethical, above the law practices of the Kohler Company. Now to add to this we have the emails documenting Kohler attorneys asking the Governor for help with the proposed annexation to the City. The result of this was dispatching the Secretary of the Department of Administration to sit in a private meeting with Kohler attorneys and the staff who would write the opinion. Darrell Hofland was invited but not the Town of Wilson.

Now we have discovered a Wilson resident was the pawn in selling her home to Kohler in its first annexation play while the Town was negotiating in good faith with the Company.

Then we have the Director of the SCEDC attacking a grassroots environmental group in a ruthless, completely uninformed rant at a City Council meeting. The Mayor and Darrell Hofland are on the SCEDC Board. The City gives the SCEDC 100K annually and the Kohler Company contributed up to 25K this year and more in past years. We have an alderwoman who has attacked the Town of Wilson and citizen groups as liars on the floor of the Council. You put this together. From the beginning of Kohler's trying to develop its land there has been nothing but collusion to keep information away from the public, avoid the law, and use politics to get its way. Now the City has entered this realm of collusion dancing to Kohler's tune thinking it will really come out ahead on this deal. However, you have no numbers other than Kohler's. Most importantly, you will go on record as endorsing this company's behavior if you vote to annex.

There are 4 alderman who have connections with the Kohler Company. While Chuck Adams has advised that it is not necessary to recuse oneself, it is worth noting that recusal is for the purpose of avoiding any perception of bias. It is not an admission of bias. It is a perfectly acceptable ethical way to act.

Have you read this?

1. Conditions.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

Kohler may have told you that this easement is in the bag. There is a long way to go for this proposed course.

This deal is so rife with collusion and questionable ethics it needs to be tabled for the city's reputation and the good of the public. It does not have to be done on Kohler's timeline. It can be done with more study, and real input from the city residents who until now have been completely left out of the process. Transparency is now the rallying cry of people who have no voice in their communities. The people of Sheboygan have had no voice in this monumental action. City Management has acted to silence a group which has been putting out information on scientific facts and the truth behind the deals. Please start over with transparency and don't sell out the Town, the City and Wisconsin's natural resources to this developer.

We are enclosing again, the link to the documents referencing the activity of the Kohler Company.

<https://www.dropbox.com/sh/zx4jmd51bxfya37/AACdPGQL7185IKECWN8mMKepa?dl=0>

Sincerely,

Claudia Bricks
Mary Faydash
Friends of the Black River Forest

Friends of The Black River Forest

Recipient: Mary Lynne Donohue, Mayor Mike Vandersteen, Darrel Hofland, Todd Wolf, John Belanger, Roman Draughon, Ronald Rindfleisch, Rosemarie Trester, Mike Damrow, Markus Savaglio, Scott Lewandoske, Andrew S...

Letter: Greetings,

BE A GOOD NEIGHBOR. VOTE "NO" TO PROPOSED KOHLER COMPANY BALLOON ON A STRING ANNEXATION.

KOHLER COMPANY is petitioning the City of Sheboygan to annex several Town of Wilson properties(750+ acres), including a portion of the Kohler-Andrae State Park, via "Balloon on a String" annexation. Kohler is seeking this type of annexation because it will require the petition signatures of only THREE persons living within the proposed annexation territory. In order to ensure the signatures of these three people, the Kohler Company has purchased two homes in the proposed annexation territory.

This type of hostile annexation is rarely used as it is very contentious because there is no requirement for unanimous consent. This type of annexation turns neighbor against neighbor. Property owners will be forced to annex to the city when they don't want to do so. Further, the courts have ruled in some previous cases, this doesn't meet the legal requirements of annexation. In other words, the narrow path that Kohler is seeking to take (the string) in order to connect the city to their proposed golf course land (the balloon) is irregular and arbitrary.

The Town of Wilson has been working with the Kohler Company since 2011 for a possible development of land in the Town. The only COMPLETED application submitted by Kohler Company to the Town of Wilson was for the Town's last remaining Class B Reserve liquor license. The Town voted to approve this license.

Per the Town of Wilson Zoning Ordinances, a Conditional Use Permit is required from Kohler. The Town's Zoning Ordinances state: A proposed conditional use shall be denied unless the applicant(Kohler) can demonstrate, to the satisfaction of the Town, that the proposed conditional use will not create inappropriate or undesirable impacts on nearby

properties, the environment, or the community as a whole. In order to knowledgeably evaluate the proposed project, the Town of Wilson hired consultants (including Kohler's preferred consultant) to complete an independent and impartial evaluation of all impacts of the proposed golf course to the town. The consultants have not even started their review because they do not have the necessary information. The Kohler Company submitted an INCOMPLETE Conditional Use Permit to the Town of Wilson. The Town of Wilson has not yet been able to vote on this matter due to an INCOMPLETE application.

Per the State of Wisconsin a Wetland Permit is required. The Kohler Company submitted an INCOMPLETE Wetland Permit application to the Wisconsin DNR. The Kohler Company was asked to submit a long list of additional information and many complex questions were asked by DNR experts. Like the Town of Wilson, the DNR will not make a decision based upon an INCOMPLETE application.

A permit to fill wetlands is required by the U.S. Army Corps of Engineers (USACOE). The U.S. Army Corps of Engineers is just beginning its process of determining the proposed project's potential impact on wetlands, Lake Michigan, the globally rare ridge and swale dunes, and all endangered and threatened natural resources. Their review may also uncover INCOMPLETE information.

We are asking you to Vote No to the Kohler Company's Petition for Annexation for the following reasons:

1. The proposed territory is not contiguous to the City of Sheboygan.
2. The proposed territory has irregular shape.
3. The proposed territory has more homogeneity with the Town of Wilson than the City of Sheboygan.

The Town of Wilson, the Wisconsin Department of Natural Resources, and the U.S. Army Corps of Engineers have been diligently working with the Kohler Company to receive complete information.

In an action signaling that the Kohler Company is looking for a "weak link" in this process, the Kohler Company has resorted to requesting a contentious annexation.

We are asking you to VOTE NO.

Don't let the City of Sheboygan become the weakest link in order for a private developer to be allowed to manipulate a town for his profit and to steal away our State Park.

Vote NO to the hostile, contentious annexation proposed by the Kohler Company.

Comments

Name	Location	Date	Comment
Debra Desmoulin	Sheboygan, WI	2017-05-09	This is not the way to go about an annexation nor is it a logical one since the Black River Forest lies deep within the Town Wilson and annexing it would fragment the Town of Wilson completely. Town residents are the ones who will have to live with whatever negative impacts that the proposed golf course would bring to their neighborhood, just as the residents in the Town of Mosel had to deal with when their wells dried up or when Kohler sued his own village for a tax break for 3 different tax years ! Kohler could just as well sue the City of Sheboygan and win if he doesn't feel as though he is making his desired profits.
Jane kettler	Sheboygan, WI	2017-05-09	This method of annexation does not allow for fair representation of all individual property owners. Surreptitious purchase of multiple parcels by one property owner solely to achieve annexation undermines the desires of property owners with one property and one vote. The Town of Wilson has been very cooperative with Kohler, and is ready to review a complete application, once one is submitted. Any municipality would be negligent if providing approval or squandering resources on an incomplete application.
R James Tobin	Sheboygan, WI	2017-05-09	This proposed annexation would be a hostile takeover and the properties in question resemble an extreme gerrymandering in the voting realm. It would create not only unhappiness between neighbors but also very bad feeling between the Town of Wilson and the City of Sheboygan. Wilson residents are very concerned about the environmental aspects of the proposed golf course and, since this is a quiet and peaceful place to live, the impact of heat traffic on town roads during future tournaments. In addition any annexation would be much premature in view of all the incomplete environmental applications in the pipeline.
Braden Hexom	New York, NY	2017-05-09	I grew up in this neighborhood and feel that giving away our precious natural places to build yet another golf course for the top 1% dishonors our community. The Kohler-Andrae State Park is a natural treasure for everyone, and this parcel in particular is one of the special wild areas of the park that should remain protected.
patricia pilz	plymouth, WI	2017-05-09	I'm signing this because annexing the Town of Wilson to Sheboygan is not wanted by the residents.
Tootsie Marie Sommers	Manitowoc, WI	2017-05-09	I truly care about our environment, and adore our state parks. PLEASE don't cause them harm!
Dawn Tasche	Sheboygan, WI	2017-05-09	It saddens me that money appears to rule everything and not what is most valuable. Once this is destroyed, we will never get it back. The land and water will be forever altered and tainted with chemicals and its beauty raped...so one person can benefit.
Mary Faydash	Sheboygan, WI	2017-05-09	This annexation is an end run around the Town of Wilson for the Kohler Company to get its course without impact assessments. It disenfranchises the people who will be immediately affected by the impacts. The Common Council should vote no on this contentious

Name	Location	Date	Comment
			method of annexation. It can cooperate with the Town as far as its need to expand rather than look only at its immediate tax gains. There are more cooperative, neighborly ways for the City to increase its tax base and stand for what is right at the same time.
Anne Straus	Sheboygan, WI	2017-05-09	Kohler should not be allowed to destroy the ecosystem of this area.
Judith Guevara	Sheboygan, WI	2017-05-09	I believe that the proposed golf course will have a negative effect on the environment, Lake Michigan and the residents of the Black River area. There are Native American artifacts that will be lost, rare flora destroyed and the natural habitat for animals ruined also. PLEASE vote 'no' for the annexation of this land to Sheboygan. The present park and conservancy are well used by all and preserves this land with it's beautiful woods, waters and prairie.
Todd Giffin	Sheboygan, WI	2017-05-09	I don't want this beautiful area screwed up by money hungry people. Like we need ANOTHER golf course in the area....NOT. What we need is to preserve this beautiful and rare natural wetland, state park, and wildlife.
Katherine Dekker	Sheboygan, WI	2017-05-09	A golf course will pollute the Town of Wilson's drinking water and also Lake Michigan. Please don't annex!
Freda Johnson	Sheboygan, WI	2017-05-09	I do not support this gerrymandered annexation that allows the Kohler Company to avoid the Town of Wilson's planning process.
Lyn Bivins	Chicago, IL	2017-05-09	This course would be an environmental disaster and rob the citizens of this state of a great deal of their state park land.
Cathy Zimmerman	Bayfield, WI	2017-05-09	I grew up in the Town of Wilson, and my parents still live there. I treasure Kohler-Andrae and the adjacent land dearly!
Georgia Ressemeyer	Sheboygan, Belgium	2017-05-09	I'm signing because I am outraged by Kohler's bullying behavior and willingness to put the lake, park, and Town of Wilson water table at risk for private profit.
Jayne Zabrowski	Sheboygan, WI	2017-05-09	A contentious, hostile annexation is NOT the way to promote good intergovernmental cooperation between municipalities. I ask the City Plan Commission and the Common Council to carefully consider the DOA public interest review when presented. This type of annexation ultimately will lead to costly litigation and ill will for the City of Sheboygan. Do not be fooled or charmed into making a decision based on INCOMPLETE information.
david bu	Sheboygan, WI	2017-05-09	Kohler is destroying the environment and the EPA looks the other way.
Zachary Marcotte	Sheboygan, WI	2017-05-09	This is an obvious ploy by an aristocratic family to force their desires on people who do not want it. Do not give into the demands of Kohler.
Judy Gmach	Sheboygan, WI	2017-05-09	once the destruction has occurred, it cannot be replaced
Cathy Del Valle	Sheboygan, WI	2017-05-09	This issue of a golf course development in the Town of Wilson should be handled through the Town of Wilson channel only. The current path needs to remain with completing the impact

Name	Location	Date	Comment
			assessments via the Wisconsin DNR and Army Corp Engineers. The City of Sheboygan should not be used to allow this development to proceed. Please vote NO to the Kohler Co. Annexation petition. Thank you.
Jayne Zabrowski	Sheboygan, WI	2017-05-09	A contentious, hostile annexation is NOT the way to promote good intergovernmental cooperation between municipalities. I ask the City Plan Commission and the Common Council to carefully consider the DOA public interest review when presented. This type of annexation ultimately will lead to costly litigation and ill will for the City of Sheboygan. Do not be fooled or charmed into making a decision based on INCOMPLETE information.
Mike Kovacs	Sheboygan, WI	2017-05-10	I am against the annexation, and the proposed Kohler golf course.
Esther Dozier	Slaton, TX	2017-05-10	Darleen Preuss
Dolsom Maryann	Sheboygan, WI	2017-05-10	We do not need another playground for the rich that is going to pollute the River on the lake and take away our wetlands. And interrupt the quiet neighborhood that those residents so enjoy.
Stephen Diers	Sheboygan, WI	2017-05-10	I don't believe this is in the best interest of the area, and specifically, not something Terry Andre would have approved. It's a shame that the company would decimate this unique site for financial gain. Should this 'development' fail, the area can never be restored to its original state.
Craig Mousin	Chicago, IL	2017-05-10	I often camp at Kohler-Andrae State Park. I find the Kohler Company's expansion of its golf course unhealthy for the environment and the camping experience. Thank you. Craig Mousin
Jennifer Lanzendorf	Arena, WI	2017-05-10	I like Sheboygan, but I will never spend my tourism dollars there again if the council is complicit in Kohler's blatant run-around the Town of Wilson and the concerns of its citizens. Degrading a popular state park for the sake of dubious economic development and tax revenue is short-sighted at best, greedy and bordering on corrupt at worst. Allowing this nonsense to go forward would be a travesty and a disservice to your constituents and those of us who routinely visit your city.
Kevin Gumm	Appleton, WI	2017-05-10	Enough is enough Kohler! Stop being so damn greedy.
Brian Karth	Sheboygan, WI	2017-05-10	The City of Sheboygan should dare not get in the way of a company that has enough golf courses, has no respect for Indian artifacts, mounds, history, bird migration routes being destroyed, water polluted by nitrates due to fertilizer, runoff into lake Michigan, Native plants, amphibians, and trees gone. Do you Mr. Mayor want that on your back for a measly \$17, 000+? and you legacy tarnished what you did to help ruin an ecological balanced forest? Think hard.
Paula Burkart	Sheboygan, WI	2017-05-10	I live in the Town of Wilson and have watched Kohler do nothing but string out the process from the Tented Forest to the now proposed golf course...they have never received the permits required of them and yet now Kohler wants to go around the Town of Wilson's permit requirements, knowing that the CUP would be denied if all the answers that are missing were truthfully answered. Going around

Name	Location	Date	Comment
			the process only makes Kohler look like they are trying to hide the truth to the questions and research that has been asked by the DNR and the Town of Wilson. Please Please Please don't annex this piece of land the questions have not been answered.
Jennifer Yahn	North Plains, OR	2017-05-10	I grew up in black river, these marshes need to be protected wetlands and we need to be responsible residents. No more big money takes what they want!
Alexandra Calco	Sheboygan, WI	2017-05-10	This is the most selfish idea a person can impose on the general public affect endangered land and wildlife. It's disgusting and shouldn't even be in consideration. I'm appalled with our govnement.
Dave Gruber	Sheboygan, WI	2017-05-10	It's gerrymandering at it's worst and just not right. This area of property (which includes the Black River Community) defines Sheboygan's allure as a destination location. Development of this land goes a long way in destroying that. Try to find another property like this on our Great Lakes. This truly should be State land and reserved for the people, or remain undeveloped.
David Given	Sheboygan, WI	2017-05-10	The Township does not need another golf course, and the related noise and traffic it will bring. The beauty of the area should not be destroyed.
lynnzie neese	Sheboygan, WI	2017-05-10	It's a wildlife sanctuary!!! Hell no! I don't care if it's his families land, that land is used by many people who appreciate her beauty and the animals that live there!
Carole Sauers	Somerset, WI	2017-05-10	I oppose any annexation of this beautiful park because the vital role the park plays in protecting Lake Michigan, providing critical habitat for wildlife and giving the region an amazing park for recreation and rejuvenation.
James Maurer	Milwaukee, WI	2017-05-10	This is a very special Natural Area that needs to be protected. It also has ancient artifacts from native peoples that should be respected.
Ellen Cheney	Sheboygan Falls, WI	2017-05-10	This is a blatant attempt to avoid the opinions and feelings of the neighbors most affected by the proposed golf course and to punish the Town of Wilson by removing taxable properties.
Sarah Klein	Sheboygan, WI	2017-05-10	Don't take away our state park lands!
David Clemmer	Sheboygan, WI	2017-05-10	I'm signing this petition because I believe that the proposed Kohler golf course would permanently destroy a fragile and beautiful ecosystem in my neighborhood—a resource with great benefits for many would be sacrificed for the fun and profit of the very few.
cathey kowalski	Cleveland, WI	2017-05-10	I moved to Sheboygan County in 1980 to teach in Sheboygan Falls for the Handicapped Children's Eeducation Board I fell in love with Terry Andrae State Park when my boys and I began hiking, swimming and camping there. I taught in Sheboygan County until 2003 when I retired. Sadly, the Koehler company acquired some land north of Terry Andrae and some changes were made. We bought a home in 1993 in the village of Cleveland. The Kohler company bought up some of our Lake Michigan shoreline, put

Name	Location	Date	Comment
			Whispering Straits golf Course on that land and now (2017) they have changed the route of County LS such that the gorgeous views are gone thanks to huge Bèrms being placed along the highwayProgress has caused a loss of beauty and longtime residents pleasant memories of their past life
Allison Thornton	brown deer, WI	2017-05-10	I am moving back to this beautiful area, still own a home there. This area is rich in nature and must be preserved as such. Filling wetlands and adding massive amounts of traffic and man-made structures could threaten wildlife habitats.
Tracy Hicks	Lake Geneva, WI	2017-05-10	Stop this NOW!!! WE KNOW THE DNR IS CORRUPT
Steffenie O'connell	Sheboygan, WI	2017-05-10	Leave the land alone!!
Linda Gruhlke	Sheboygan, WI	2017-05-10	It's tiring to think that the Kohler Co. thinks their money can always get them what they want. This area does NOT need another golf course.
Jessica Radschlag	Sheboygan, WI	2017-05-10	I'm signing because I believe we need to put our foot down and say, "Preserving the wildlife and their habitat is more important than a golf course." There are plenty of them to go to if you need to swing at ball.
David Vogel	Minnetonka, MN	2017-05-10	I am signing this petition to ask the City of Sheboygan to respect the rights of their neighbors in the town of Wilson and support their opposition to Kohler's unneeded, polluting golf course by annexing his properties and public land including a portion of Kohler-Andrae State park to Sheboygan. This is hostile annexation and does not represent the safety and best interests of people who live in the area or those who visit the park. Kohler has burned up almost three years of taxpayer paid DNR work before even completing an application, and has never addressed the safety and environmental issues this project would create.
Deborah Zuraw	SheboyganRoadS, WI	2017-05-10	Once lost, this priceless forested parcel can never be replaced; No amount of \$\$ can create a mature forest, the dunes, or the habitat it provides to woodland creatures and migrating birds. Forests "detoxify" our environment. Golf courses pollute. Concern regarding area resident's wells (related to massive irrigation) is also an issue, as is the increase in traffic that will occur.
Barbara Felde	Sheboygan, WI	2017-05-10	I care about the environment and our State Park!
Jim Jastrow	Waukesha, WI	2017-05-10	The park and the surrounding area is far too important to be annexed as a golf course.
rebecca clarke	Sheboygan, WI	2017-05-10	I love the park. and we don't need another golf course.
Marilyn Brewer	Montfort, WI	2017-05-10	This corporation is trying to take unfair advantage of this community.
Brian Otte	Sheboygan, WI	2017-05-10	I'm signing this because the Kohler Company is using its corporate power to do whatever they want. They have no consideration for the environment or the people in the Town of Wilson. They will spend as much money as necessary and hire the best attorneys possible until

Name	Location	Date	Comment
			they find a way to get what they want. Screw Kohler they can find land elsewhere where they don't have to destroy more wet lands
Spencer Whynaucht	Minneapolis, MN	2017-05-10	I have long time friends who used to call and still do call Sheboygan home. I love that place!
Pauline McGowan	Plymouth, WI	2017-05-10	I'm signing this because the Kohler Company is trying to use their undeserved "clout" to get around the law, and develop an area that was never designed to be. Just for another unnecessary - and unneeded golf course!
susan ramey	Sheboygan, WI	2017-05-11	The town of Wilson needs to be the ones to work with the proposed golf course. They will be directly affected. Annexation is the wrong way to go.
Sara Herr	Wauwatosa, WI	2017-05-11	I'm signing this petition because it's a natural piece of land that needs to be preserved. There is historical significance within as a wildlife sanctuary and has important Native American heritage that should remain untouched. I have enjoyed driving and walking through this area my entire life and still do when I return home. Please do not allow this land to be demolished for the sole purpose of making money. Let the wildlife stay in their homes.
Debra Denzer	Sheboygan Falls, WI	2017-05-11	I am signing because I believe state park properties ought to be protected as it is th commons; Important and accessible to the entire community.
Doreen Lindsay	Sheboygan, WI	2017-05-11	We need to save these animals and there homes.They have a place and a purpose. Lets preserve what we have.
Amy Myers	Plymouth, WI	2017-05-11	I am signing this because I disagree with the proposed idea
Ashley Kovacic	Sheboygan, WI	2017-05-11	I'm signing because I oppose Kohlers plan of destruction to a beautiful forest and refuse to let the land I once played in as a child be demolished.
Marcia Bringardner	wind lake, WI	2017-05-11	This is another example of the rich trying to break all the rules. This project needs a thorough environmental evaluation.
sandra winnemueller	algoma, WI	2017-05-11	Corporate interests taking over our shared parks needs to be stopped. Absolutely NOT.
Jim Holden	Hartford, WI	2017-05-11	This would be an abuse of pristine land near the lake. It would also affect the plant life, especially the ferns which can be harvested in spring and eaten. The Trout Lily and Ramps would also be affected. These spring plants do not grow in all wooded areas. Why would it be ok for wetlands tofilled in for a golf course but not if a home owner wanted to do it on private land?How much is Herb going to pay to get his way?
peggy Brisch	Sheboygan, WI	2017-05-11	Enough is enough. We have a valuable resource in this land. To waist it on another Kohler golf course in a slap i the face to the Native Americans who once roamed this land. Many artifacts are located in this area of land. Not to mention the wildlife that dwells there. Useage of state lands for acces roads is another concern. Doesn't this man have enough high end courses in the Sheboygan

Name	Location	Date	Comment
			area. When will the rich stop running the fate of everyone else. Enough
Sofya Kats	Milwaukee, WI	2017-05-11	I want the wetlands to be preserved. And not have chemicals used to keep a golf course "prestige" be dumped into the water.
Morgan Hoover	Maryland, MD	2017-05-11	Parks are precious and are far greater ecological benefit than golf courses that need to be treated with chemicals to keep them very green, bug and weed free. There are enough golf courses around already and we need parks that are beautiful as nature made them.
Michelle awe	Milwaukee, WI	2017-05-11	Nature needs guardians!
Constance Meyer	Sheboygan, WI	2017-05-11	I am signing because I believe that this decision would not be in the best interest for the city of Sheboygan and instead is being used as a tool to further the business interests of the Kohler Company.
Julia Ballard	Broomfield, CO	2017-05-11	When a company does this, it's bad for everyone.
Mike Maurer	Sheboygan, WI	2017-05-11	This natural, beautiful historic area of Wisconsin must be left untouched by any further development. There are plenty of golf courses nearby, and Terry Andrae State Park should be left as it is for future generations to learn its history, enjoy its natural beauty and not be manipulated by "anyone" for monetary or political gain. I vote "NO" to annexation of this area, for any reason.
deb kujawski	menomonee falls, WI	2017-05-11	The park is a valuable natural resource. It brings in a lot of tourism. It should be left as is. All chemical runoff from a course on the shores of lake michigan will wind up on the lake & in the drinking water so many cities rely on...that is why Kohler is trying to annex to avoid the study! Wise up...say no!
Dawn Rieck	Sheboygan, WI	2017-05-11	Say NO to kohler!!!Save the land
derek Wakefield	Sheboygan, WI	2017-05-11	I do NOT support this
Heith Wallner	Sheboygan, WI	2017-05-11	We don't need it
Tammy Dexter	Sheboygan, WI	2017-05-11	Enough is enough, leave our land, wildlife, indian history etc alone. Kohler has enough he doesnt need to unfringe on our community anymore then he has. Just because he is rich and we are not does not give him tge right to take over our community. We must stand together!
Curtis Brunner	Sheboygan, WI	2017-05-11	We need to protect our lake front. Let nature be the beauty not another golf course.
Julie Krcma-Peterson	Stanley, WI	2017-05-11	I care about the natural places in Wisconsin.
Amanda Schultz	Sheboygan, WI	2017-05-11	Save the land.
Doug Klapper	Portage, WI	2017-05-11	The whims of billionaires should not supercede the needs of "the people". State of Wisconsin resources, land and DNR personnel, should not be sold to the highest bidder but serve all residents.

Name	Location	Date	Comment
Carol Kroll	Ft. Atkinson, WI	2017-05-11	I'm signing because I spent a lot of time in Sheboygan, at Terry Andrae Park. There is no reason why Kohler should get away with this hostile action now.
Victoria WIESE	Sheboygan, WI	2017-05-11	Concern for the impact on our environment, inappropriate process.
Cheryl Wozniak	Oostburg, WI	2017-05-11	I don't want a golf course in my town. Just leave the land alone and let nature alone. Don't you have enough golf courses Kohler? Put another golf course in Kohler, or somewhere else. Not in my backyard!!
Cheryl Wozniak	Oostburg, WI	2017-05-11	We don't want a golf course in our town. There are enough golf courses in the area. STOP and leave nature and the land alone. Pretty soon there won't be anywhere for the animals to go. STOP corporate interests leave the land alone. Enough is enough.
Kim Strysick	Sheboygan, WI	2017-05-12	I'm sick and tired of this shredding property especially an Indian burial property for another senseless golf course. Why didn't they sell some of their property for Olive Garden or any other business that wanted to build here? Build on the property you wouldn't sell. The lakeshore is a beautiful ego system enough is enough.
Benjamin Darkow	Sheboygan, WI	2017-05-12	Because I care and Kohler co should not be able to bully their way to a decision without as much input and opinion as needed.
James Moilanen	Reedsburg, WI	2017-05-12	I am opposed to this type of annexation after watching how the City of Wisconsin Dells pulled off the same type of hop-scotch annexation to gain a large customer. After spending thousands of dollars in infrastructure improvements, the residents have seen increased rates for water, sewer and municipal electric rates. Do not burden your residents with the same type of municipal annexation.
Audrey Daul	Sheboygan, WI	2017-05-12	Please don't do this to us.
Patti Holden	Madison, WI	2017-05-12	I grew up in the Black River area. Walked the beach from Black River to the state park often. Hiked and explored in the woods often. Still come often to visit. Its a very unique area. In terms of natural beauty, plant life, animal life and history. There's nothing else it along Lake Michigan on the Wisconsin side. Once destroyed by Herb Kohler's arrogance and selfishness, it can never recover. Please Sheboygan, don't make a decision to destroy this treasure.
Jerilynn Gundlach	Sheboygan, WI	2017-05-12	IT IS APPALLING THAT KOHLER CO. IS TRYING TO GET ITS WAY BY SUCH UNDERHANDED MEANS. OUR CITY DOES NOT NEED TO ANNEX THESE PROPERTIES. TELL ME THAT OUR COMMON COUNCIL IS NOT SO EAGER FOR MORE MONEY THAT THEY WOULD AGREE TO ALLOW THESE SHENANIGANS. THE STATE PARK AND BLACK RIVER SHOULD REMAIN AS IT IS. WE DO NOT NEED YET ANOTHER GOLF COURSE THAT MOST OF US WILL NEVER SET FOOT ON, BUT WE DO NEED TO PRESERVE OUR WETLANDS AND LAKESHORE FOR FUTURE GENERATIONS, AND WE DO NEED PURE WATER FOR OUR HOMES. I EXPECT YOU TO DO THE RIGHT THING AND REJECT THIS ANNEXATION PROPOSAL OUTRIGHT. POWER AND MONEY SHOULD NEVER DETERMINE YOUR DECISION, BUT RATHER ACTING IN THE

Name	Location	Date	Comment
			LONG-TERM INTERESTS AND WILL OF THE PEOPLE YOU REPRESENT. SINCERELY, JERI GUNDLACH
Linda Draves	Sheboygan, WI	2017-05-12	I believe in preservation of the land and Kohler Andrea State Park will be affected in the long run too!
Wanda Johnson	Oakwood Hills, IL	2017-05-12	I'm signing this because it's time to stop money & greed from ruining our beautiful and natural resources. As a former Town of Wilson resident and still a visitor to this beautiful and pristine area, please stop the Kohler Company from annexing to the City of Sheboygan so they can use yet another piece of land for a golf course! The negative impact that this will have will be far-reaching for years to come. Just say NO!
Garrett Wright	Oshkosh, WI	2017-05-12	As a former Sheboygan resident, I find this an appalling abuse of power on Kohler's part.
Katherine Barts	Sheboygan, WI	2017-05-12	We don't need another golf course at the expense of the environment. Haven't you encroached on enough habitats Mr. Kohler? Go buildd another one abroad, they'll love it.
Tim Ellison	Racine, WI	2017-05-12	They aren't making any New-land!!!!
Linda Shimon	Sheboygan, WI	2017-05-12	The city should not steal parcels of land from an adjacent governmental entity.
Jessica Gundlach	San Francisco, CA	2017-05-12	It should be the residents of Black River Forest that vote to allow or disallow the golf course to be built, NOT the city of Sheboygan.
Melanie Laur	Dousman, WI	2017-05-12	I cherish the Wisconsin State Parks and believe it is one of the best reasons why Wisconsin is a great State to live. Money should not, nor ever, trump preserving our beautiful land and parks. Shame on anyone for even thinking of doing this.
Gail Bernardi	Menomonee Falls, WI	2017-05-13	This is pristine land. Sheboygan does not need or want another golf course. The environmental upset can not be undone. Show the world Sheboygan stands up for what is right. Unlike our political leaders in Wisconsin and Washington
Shahara LeFay	Athens, WI	2017-05-13	I'm originally from Town of Wilson. I'm shocked this land might be used for golf! It's just selfishness of the Kohler family.
Cesar Houseye	Sheboygan, WI	2017-05-13	I moved from the City of Sheboygan to be in the Town of Wilson and I want to keep it that way.
Corinne Raml	Sheboygan, WI	2017-05-13	The Town of Wilson/Black River area is a very rare and beautiful area that should be preserved - not destroyed
Mary Rhines	Plymouth, WI	2017-05-13	It is the right thing to do.
Jeff Theune	La Pointe, WI	2017-05-13	We have enough golf courses.
Gary Donaldson	Bayside, WI	2017-05-13	We can no longer afford to allow corporate profit to override public need.

Name	Location	Date	Comment
Judith Berenz	Sheboygan, WI	2017-05-13	The beautiful shores along Lake Michigan in the town of Wilson absolutely remain in it's natural state. The city of Sheboygan SHOULD NOT ANNEX the proposed land for the sake of yet another golf course of Herb Kohler. Please, please VOTE NO!!
Tonya Wirtz	Sheboygan, WI	2017-05-13	We do not need to change natural landscaping for another gold coarse
Lisa Johnston	Manitowoc, WI	2017-05-13	It's unethical the way Kohler is trying to get the annexation.
Ryan lubbers	Gerton, NC	2017-05-13	Born and raised in Sheboygan.
joesph schramm	sheboygan, WI	2017-05-13	Want to help protect this land
Barbara PRIGGE	Sheboygan, WI	2017-05-13	To stop taking away the woods and our nature
Effie Truchon	West Allis, WI	2017-05-13	WI resident for over 40 years.. born and raised here. There are enough golf courses in this county. It would be more beneficial for this community and it's surrounding communities if the wetland in this area is preserved.
Jane Furchgott S10093 Bear Valley Rd.	53556, WI	2017-05-13	It's important not to privatize any of our Wisconsin public land! Especially this special habitat.
Nancy Hanthorn	Edgerton, WI	2017-05-13	I am concerned about the condition of our natural resources and do not want to see sacrifices made for monetary gain.
Pat Houwers	Sheboygan, WI	2017-05-13	I do not believe this is proper stewardship of park lands. Jobs don't justify everything.
Kim Roth	Elkhart Lake, WI	2017-05-14	The area is to beautiful and home to many animals, and also sacred native ground. There are enough courses to play already. I don't use any of them because it is not my game!
Ace Palomino	Sheboygan, WI	2017-05-14	I fucking love this
Lyn Jungbluth	Sheboygan, WI	2017-05-14	Our natural world is disappearing, We need to preserve green places! Stop being so selfish we do NOT need another golf course!! Please Mr. Kohler let your legacy be that of a conservationist.
Maryann Hoitink	Sheboygan, WI	2017-05-14	This is so sad. This property is a sanctuary for those that live in that area
JEFF BLOEMERS	SHEBOYGAN, WI	2017-05-14	I don't want to see this property annexed into the city. I am a neighbor to this property.
Martha Millen	Sheboygan, WI	2017-05-14	I believe that the environmental and human health of this area, the greater Sheboygan area, will not be protected or enhanced by the proposed golf course. Current good science is the basis for this belief. Tactics designed to avoid personal responsibility for helping to maintain a healthy environment are reprehensible.
Cory Meyer	Chicago, IL	2017-05-14	Im sick of seeing nature destroyed.

Name	Location	Date	Comment
Eileen Michels	Sheboygan, WI	2017-05-14	Destroying this beautiful area would be a travesty
Susan Frazier	Sheboygan, WI	2017-05-14	We do not need yet another Kohler golf course.
Noah William	Sheboygan, WI	2017-05-14	Old growth forests don't need to be turned into gold courses.
Ronald Mullins	Tempe, AZ	2017-05-14	Because this forest should be available for future generations to enjoy.
Donna Kottke	Colgate, WI	2017-05-14	Because there are already too many attacks, especially by big money, on our environment ...such as wet lands, beaches, parks, forests. This is typical Trump dictator tactics!
Zach Zahn	Plymouth, WI	2017-05-14	The wildlife needs to be preserved!
Susan Kerbel	Amherst, WI	2017-05-14	We don't need that many golf courses
Andrea P	Sheboygan, WI	2017-05-14	I want to protect the Black River wetlands and forest.
Brent Dutcher	Jeddo, MI	2017-05-14	Golf course is such a waste and of a resource.
Aubreyana Ojeda	Sheboygan, WI	2017-05-15	I am Native American and I am 100% against this. This golf course will ruin miles and miles of breathtaking land. Preserve what's good, don't destroy one of the most beautiful things of Black River/Wilson for another shitty golf course. I walk my dog in these woods every other day and go bow hunting out here, I'd like to keep those traditions going...
Lisa Steffen	Sheboygan, WI	2017-05-15	I am signing because I am a resident of the Town of Wilson and I enjoy living here in this peaceful community and feel that the Kohler golf course will destroy are much needed wetlands, create water, air and noise pollution, chase our wildlife away and the township taxes will increase because we will be paying for pollution/environmental clean up, repairing roads. Everything about the Kohler golf course is SO WRONG!!!! I am tired of hearing about what Mr. Kohler wants. He is a self serving greedy mongrel who cares nothing about the Town of Wilson and it's residents or the environment.
Gina Siegworth	Sheboygan, WI	2017-05-15	This directly affects my dad, it seems so unfair that he can be annexed against his will.
Carolyn Deil	Sheboygan, WI	2017-05-15	I am signing because I love Black River section of town Wilson. Those who think tax benefits from the proposed golf course will be great addition to Sheboygan may want to interview town Mosel board before they make a decision. The Kohler Co. has a record of devious behavior.
Peggy Rothe	Sheboygan, WI	2017-05-15	Koehler doesn't need any more of Sheboygan land. If he keeps this up he may as well purchase all of Sheboygan and rename us Koehler II. No, Mr Kohler NO!
Aaron Myers	Sheboygan, WI	2017-05-15	Save the nature
Dan Altenburg	Sheboygan, WI	2017-05-15	I want to return the focus of these online comments to the fact this petition is to stop the ANNEXATION by Sheboygan of the area

Name	Location	Date	Comment
			intended by Kohler as a golf course, not the development of the golf course itself. I am neither for nor against the golf course, but if it is to proceed and the Town of Wilson faces the potential of experiencing the negative effects associated with development (increased traffic, etc) then Town of Wilson should also benefit from the increased tax revenue from the development as well. NO TO ANNEXATION BY SHEBOYGAN.
Judith Worobec	sheboygan, WI	2017-05-15	I am concerned about the environmental impact this will have on the entire lakeshore, we have a gift of Lake Michigan, we should protect it for all generations to come.
Alex Johnson	Sheboygan, WI	2017-05-16	I totally disagree with building this course at the cost of ruining these pristine lands and taking back any of state park.
Michelle Ruppel	Sheboygan, WI	2017-05-16	I'm signing because this land was donated to be kept as a green property and not a commercialized golf course. Terry Andrea as I knew it as growing up has a lot of natural beauty and wildlife in it that should not be disturbed. We have enough golf courses around the area I and I say LEAVE TERRY ANDREA ALONE!! I VOTE NO! NO!! NO!!!
Judith Guevara	Sheboygan, WI	2017-05-16	The Town of Wilson will be impacted by the annexation more so than the City of Sheboygan and, therefore, should have more voting power.
Nathan Krause	Sheboygan Falls, WI	2017-05-16	Cheapshot tactics like this need to stop.
Sutton Cecil	Sheboygan, WI	2017-05-16	I oppose jerrymandering for corporate greed. The greed of the Kohler Company execs know no shame and care nothing for the good of the people, the law, the environment, our heritage, or the common good. Only their own fat pockets.
David Clemmer	Sheboygan, WI	2017-05-16	This proposed annexation represents an underhanded move by the Kohler Company to get their way in the Town of Wilson. Does the Sheboygan area really need more golf? Does it not seem a bit absurd that there already exists a golf course practically within shouting distance up 12th Street from the proposed Black River golf course site? Sacrificing a beautiful and irreplaceable natural resource that exists for the common good--the Black River forest and wetlands--for the enjoyment and profit of a very privileged few is WRONG!
tia reyes	sheboygan, WI	2017-05-16	i love our state park
Davita Markiewicz	Random Lake, WI	2017-05-16	I love the park and use it frequently.
Barbara Weber	Random Lake, WI	2017-05-16	this is such a beautiful area, is a waste to develop it like this :(
Kathy Eilbes	Wauwatosa, WI	2017-05-16	I am sick and tired of corporations taking public lands away from citizens, destroying natural resources, polluting our waterways, destroying fragile ecosystems and animal habitats, etc., just so they can make a profit. They benefit, we don't. Enough already!

Name	Location	Date	Comment
Dale Novak	Two Rivers, WI	2017-05-16	Wisconsin doesn't need another golf course especially another trumpazee playground!
Rebecca Macknick	Sheboygan, WI	2017-05-17	I would be distraught if a big rich bully like the Kohler Company buys its way to what they want with no regard for the needs of the surrounding community and environment. These lands are beautiful and don't need to be mucked up so some wealthy folks can go privately golf when there is a perfectly fine golf course not a mile up the road. While I now live out of state, I grew up just down the road from here (parents still live there) and I would hate to see this happen.
Jacob Macknick	Sheboygan, WI	2017-05-17	I grew up in the area. I don't want to see it destroyed.
Diane Trester	Sheboygan, WI	2017-05-17	The necessary, unique, and fragile ecosystem will be destroyed. Come on Sheboygan stand for the future not the \$\$\$.
Lee Balek	Couderay, WI	2017-05-17	The negative impact on the surrounding wetlands and potential environmental pollution of surrounding areas.
Jon Winkelhake	Sheboygan, WI	2017-05-17	I'm sick of Kohler getting their way with everything. It has to stop before they buy the whole state and rename it Kohleronsin.
Belle Ragins	Milwaukee, WI	2017-05-18	The Kohler wildlife preserve must not be turned into a golf course! This is one of the most beautiful and pristine parcels of land on Lake Michigan. Kohler is used to getting what he wants and this unethical behavior speaks volumes about what we could expect if he gets his way. As a business leader, he should understand the importance of good community relations and social responsibility. His actions reflect poorly on his company and will also reflect poorly on the city of Sheboygan if they collude with this unethical and socially irresponsible behavior.
Ronald Legro	Whitefish Bay, WI	2017-05-18	My family and I do not reside in the area but enjoy visiting there and have friends who live there. This is an outrageous attempt to game the system in order to ram through a dubious annexation. Wetlands deserve special protections and considerations when any public or private entity seeks to alter them.
Lydia Wiggins	Sheboygan, WI	2017-05-18	Koehler doesn't need another golf course.. stop stealing homes from people and wildlife
jack meoff	paola, KS	2017-05-18	I'm a total looser and batshit crazy
keith hummitzsch	Sheboygan, WI	2017-05-18	Kohler does as it pleases . Save our nature.
Maria Jesinski	Sheboygan, WI	2017-05-18	I never thought this city would stoop so low!
David Palmer	Sheboygan, WI	2017-05-18	The lakeshore is a limited, valuable resource. We can't afford to lock it up, and away from over 90% of Wisconsin residents, by turning it into another golf course. It will not add revenue. It will simply cannibalize from Whistling Strates, Black Wolf Run and other courses around the county. And taking part of a State Park to benefit private business makes this an even worse idea - not a president we

Name	Location	Date	Comment
			should be setting. Bad for the lakeshore and bad for the people in Sheboygan County.
Lynn Judnic	Kewaskum, WI	2017-05-18	I care about the environment. We don't need another golf course along the shores of Lake Michigan.
Kelly Bean-Tenpas	Sheboygan, WI	2017-05-18	How can you and something that far from county EE or Weeden Creek Road when you guys county and city argue over who is responsible for fixing the road we use everyday which is by far closer to Sheboygan than this area please call me at 9206270936
Joanne Zachow	Sheboygan, WI	2017-05-18	Nature is more important then another golf course for the rich
Rachel Moore	Sheboygan, WI	2017-05-19	I want to preserve the state park
Madelaine Bartz	Sheboygan, WI	2017-05-19	I live in Sheboygan and appreciate it for how it is.
Gina Steinhardt	Sheboygan, WI	2017-05-19	Kohler is trying to bully their way past the laws and force the Town of Wilson to allow another new golf course - if they want one so badly, build it where neighbors aren't opposed!!!
Mike Dekarske	Sheboygan, WI	2017-05-19	This nature needs to be preserved. Also a golf course with these greens fees are not affordable to residents of Sheboygan.
Lynn Mueller	Sheboygan, WI	2017-05-19	There is no need for another golf course in Sheboygan at the expense of the citizens, wildlife, water supply, the loss of nature preserve. I lived for many years in this area. Please leave it as is for the future generations of all to experience.
Christine Campbell	Lansing, MI	2017-05-19	I wish to support those opposed to this annexation.
Mary Elizabeth VonDras	Green Bay, WI	2017-05-19	Wisconsin is not for sale.
Mike Lavigne	Sheboygan, WI	2017-05-19	I am totally opposed to giving up our state park lands for corporate profit! Kohler Company is really dealing a low blow to the residents of the Town of Wilson who will feel the impact of this project much more than the residents of Sheboygan.
Scott Mealiff	Sheboygan, WI	2017-05-19	This proposal directly effects my neighborhood. We already have a golf course and do NOT need another.
Julie Hansen	Racine, WI	2017-05-20	It makes sense and I don't think money and power should dominate.
Mary Martin	Sheboygan, WI	2017-05-20	No way
Jenniffer Zillmer	Sheboygan, WI	2017-05-20	The annexation is only being used to bully the community into completing a project that has detrimental environmental impacts.
Lisa VanderWeele	Sheboygan, WI	2017-05-20	I want to keep the nature area as is.
Jaide Lehnhardt	Sheboygan, WI	2017-05-21	NO

Name	Location	Date	Comment
A Tilson	Marshfield, WI	2017-05-21	No state park land for Koehler, the property he wants belongs to the citizens of the state.
Mary Ann Lutzen	Cedar Grove, WI	2017-05-21	This takes Lake Michigan parkland from public usage to create an exclusive golf course accessible to high end golfers who already have unused golf courses in Sheboygan county. These golf courses are environmentally unfriendly and expensive to maintain. Elected officials have a duty to represent the interests of the people who elected them and protect the unique and precious natural resource of Lake Michigan frontage from developers. It ain't broke— don't fix it!
Andrew Eckwielen	Oostburg, WI	2017-05-21	I am signing because nature is more important than a stupid golf course
Cory Meyer	Sheboygan Falls, WI	2017-05-21	Stop ruining our planet.
Rhonda Frank	Sheboygan, WI	2017-05-21	I don't want to ruin the area and make it for the rich only
Dennis Grzezinski	Milwaukee, WI	2017-05-22	I'm signing because I grew up in Sheboygan, love Kohler-Andrae State Park, and am familiar with the terrible environmental damage that the golf course proposal would cause.
Lori Schwab	Plymouth, WI	2017-05-22	I'm signing because our beautiful lakefront needs to stay as it is, without yet another gold course! These lands include the ancient history of our native peoples, as well as habitat for countless birds, animals, and insects.
Joellyn Johnson	Oostburg, WI	2017-05-22	I do not think this type of annexation is appropriate. Land that is surrounded by town property that could impact the surrounding properties should remain within the town
Collin Jackson	Sheboygan, WI	2017-05-22	Save the parks. We don't need more golf courses.
Alexandra Guevara	Sheboygan, WI	2017-05-22	I believe we need to protect natural resources for the coming generations. I also believe that it is important that powerful companies, like Kohler adopt sustainable and social responsible practices that benefit the community as a whole, and not only their private interests.
Constance Mulder	Sheboygan, WI	2017-05-22	I oppose the golf course because I am concerned about the quality of my well water and the impact on wildlife, wetland, and the overall on the environment.
David Pieters	Milwaukee, WI	2017-05-23	I would hate to see a beautiful piece of land that many people use to be transformed into a golf course only a few can afford. I love golf and think Kohler has beautiful courses but they price out the majority of local golfers. The courses are there for Herb to get rich and build his business not for the people.
jane steffen	sheboygan, WI	2017-05-23	This nothing but greed. 750+acres. To destroy it all, is something I cannot wrap my mind around. Where else in Sheboygan county is there such beautiful untouched land that supports so much. This is

Name	Location	Date	Comment
			not progress. Herb Kohler is trying to take away,from are future. For a ball.
Thomas Oelhafen	Wausau, WI	2017-05-23	I don't think we need to destroy more of our receding wild places for wealthy patrons to play silly games.
micheal badtke	Sheboygan, WI	2017-05-23	I believe that kohler has harmed our area more than enough. Taking over parks and restricting access to places.
Mary Jambois	La Crosse, WI	2017-05-23	It's a hostile, contentious annexation!
Serene Seufzer	Wisconsin	2017-05-23	All the underlying devious ways they coveted what is not theirs, protect nature, give the kids of Wisconsin a state to grow and love the way their family's have!!
Rebecca Sher	Port Washington, WI	2017-05-23	I'm signing this petition because we all deserve healthy water and healthy land and this horrible project will not help us achieve that!
Debra Lohse	Sheboygan, WI	2017-05-23	It is more valuable the way it is and we would loose the natural setting for the Native artifacts located there. We can't keep
Tim Ausavich	Holmen, WI	2017-05-23	Herb Kohler is an self entitled asshole!
John and Karen Wilson	Egg Harbor, WI	2017-05-23	I grew up in Sheboygan, with values of fairness and equality. This project makes a mockery of these values, in favor of power and special interest.
Timothy Rakun	Sheboygan, WI	2017-05-24	No Golf Course
Eric Burkard	Milwaukee, WI	2017-05-24	My father lives in black river
Gordon Gottbeheut	Nekoosa, WI	2017-05-24	I'm tired of the rich getting what ever they want regardless of the regulations .
Jonathan Nytes	Sheboygan, WI	2017-05-24	It's a State Park Area
PATRICE WOREL-OLSON	SHEBOYGAN, WI	2017-05-24	Leave this area alone, we don't need another golf course.
Alisa Roberts	Fond du Lac, WI	2017-05-24	I grew up in Sheboygan and my family still lives there. Terre Andrae was one of our favorite places to be year round. Please do not destroy this beautiful place.
Crystal Fozard	Sheboygan, WI	2017-05-24	We don't need any more golf courses
Phyllis Kasper	Cleveland, WI	2017-05-24	I live in Cleveland & used to work in Sheboygan. I've see the devastation of the Kohler golf course driving down Cty-LS. No more view of the Lake. Lots of pollution going into the Lake. Why destroy dunes & marshland? Remember the floods in Sheboygan caused by lack of marshland?
Virginia Rice	Cedar Grove, WI	2017-05-24	Kohler should not be allowed to steal land from the state or destroy this beautiful wildlife area. Their greed is unbelievable. I think their products should be boycotted.

Name	Location	Date	Comment
Jonathon Puetz	Plymouth, WI	2017-05-24	No more wildlife lands should be destroyed for yet another golf course. There are more than enough in the area.
Eric Katte	Waunakee, WI	2017-05-24	I do not want to see this great resource destroyed.
Greg Hopkins	Sheboygan, WI	2017-05-24	The golf course will destroy a unique sand dune and forest found in no other place on Wisconsin's Lake Michigan shore. It will pollute the Black River, kill wildlife and drain my we'll, all for a fat cat's ego!
Caroline Oppenorth	Sheboygan Falls, WI	2017-05-25	Too many environmental problems.
Jan schneider	Sheboygan, WI	2017-05-25	This is my local escape. I want to be able to breathe. Every time there is a major golf event the air quality suffers. I want to protect the water. Any course requires large amounts. This is not my vision for my home town, not to mention the current wetland residents.
brenda Given	Sheboygan, WI	2017-05-25	there are important issues to worry about. who does he think he is? Donald triumph? leave the land and nature alone. people enjoy the park with their families. when is enough enough?
Heather Bott	Whitefish Bay, WI	2017-05-25	Kohler is disrespecting its neighbors. That is poor behavior by a bully. And, just when we need to buy a sink.
D Borgwardt	Adell, WI	2017-05-27	You already have four big, ugly golf courses in Sheboygan county, Mr Kohler. What do you want your legacy to be when you die? A man who only cared about making money, or a humanitarian who cared about the people, the wildlife and conservation of the beauty that is for all residents of Sheboygan county to enjoy?
Bart Krepsky	Sheboygan, WI	2017-05-27	We really need another "championship" course that most of the locals can't afford 🤔# #
Brian Bunzel	West Bend., WI	2017-05-28	Business, celebrity, profits and elite golf course ego boosting are not more important than conservation of unique environment, sharing nature's beauty and peace, preventing water pollution and loss of wildlife habitat and focusing on the Common Good.
Lee Balek	Couderay, WI	2017-05-28	Please act on behalf of the environment and deny this proposal. The significance of the type of sand dune, itself, is reason enough. In addition to the planting non-native grasses and use of chemicals for the greens is irresponsible at the very least. These are resources that belong to all the residents with potential damage for the entire state and lake system.
Greg Gregory	Milwaukee, WI	2017-05-28	I'm signing because: Once traumatized by "development," land and wildlife take a long, long while to "bounce back," an effect that can begin only when human interference has been beaten down to the barest minimum.
Margaret Muth Bresnahan	Brevard, NC	2017-05-28	It is irresponsible to further threaten Lake Michigan when the water is already in crisis. Kohler Company appears to be more interested in its golf course than the environment.

Name	Location	Date	Comment
Jill Stagner	Sheboygan, WI	2017-05-28	Why not keep this area pristine?? I used to horseback ride along the beautiful Lakeshore !!# And horse rolled. I am ok # Just keep it. For the Future.
Rebecca Alwin	Middleton, WI	2017-05-30	State Park land is important to all the people. Also borders of cities should make sense, not be manipulated for the benefit of a few powerful people.
Lynn Abbott	Green Bay, WI	2017-05-30	A corporate-owned facility and wealthy elites should not have special privileges that other citizens do not enjoy.
Sean Ertel	Sheboygan, WI	2017-06-03	Going behind the back of the Town of Wilson to get their land and destroy one of the nicest areas around here is dispicable. Maybe Kohler should spend his money on his mountain of garbage across from his factory first.
Joyce Jentges	PORT WASHINGTON, WI	2017-06-03	I think Sheboygan has enough golf courses and I value our state parks.
Ann Moen	Lodi, WI	2017-06-03	The land belongs to the state. The people of the state should have a vote
LORI Jungbluth	Sun Prairie, WI	2017-06-03	We need to protect our natural beauty. Not build expensive golf courses for rich people.
valerie DeMarlie	Hartford, WI	2017-06-03	to save kohler andae park
Matthew Mckay	Dysart, IA	2017-06-04	Theres no reason to destroy a park for a golf course completely unnecessary and wasteful waste of a beautiful park
Sandy Anderson	Fort Atkinson, WI	2017-06-04	It's a beautiful Wisconsin State Park, one I would to be there for generations to come and enjoy beauty if behold s.
Jen Wilhelmsen	Stoughton, WI	2017-06-04	Because I care about the State Parks, and Koehler can go find other land to use for a golf course!!
Kati Walsh	Madison, WI	2017-06-04	I grew up going to Grandma's house in Black River. Every Christmas, Thanksgiving, Easter, birthday and other family celebrations were spent roaming the woods, meandering barefoot in the stream and picking wildflowers for mom. My children should get the same opportunities to enjoy this beautiful area!
joy white	Memphis, TN	2017-06-04	This annexation is undemocratic cronyism.
Dave Self	Osceola, WI	2017-06-04	On behalf of mother nature
vicki spleas	milwaukee, WI	2017-06-04	I hate what walker is all about. Money for his rich friends. I hate him being in charge..stop voting for him and these Republican greedy mongrels
Resa Silha	La Crosse, WI	2017-06-05	Opposed to giving up public land for private venture and gain.
Larry Batterman	Sheboygan, WI	2017-06-05	I live in the Town of Wilson and walk the shores of Lake Michigan. Last walk I took, I ran into Kohler Security Guards. What will it be like if that golf course is developed and opened? It has been unguarded

Name	Location	Date	Comment
			for generations, but now it's off limits. Not going to improve my Town in any way for the residents. Would City of Sheboygan be in favor of the Town TAKING some of these major resources? What will you trade us???
Julie Holm	Trevor, WI	2017-06-05	We need our natural habitats, humans are taking away too much of nature's beauty, leaving our animals, insects, fishes, amphibians, birds, plant life homeless. And yes Sheboygan has enough golf courses! Leave nature be so all can enjoy what our creator has given us.
Paul Ebel	Menomonie, WI	2017-06-06	Much environmental damage will result
Brittany M	Lockport, IL	2017-06-06	Please don't ruin this beautiful park with an unnecessary golf course.
Allen Cross	Madison, WI	2017-06-06	I bring my middle school students to the lovely and important state park to camp and learn about nature. The area is a gem. Kohler Company needs to work openly and honestly with the people in the area and state to justify their actions and seriously consider the environmental impact of their proposals. They need to follow the rules set out like any other person or corporation.
Debbie Davis	Sheboygan Falls, WI	2017-06-12	I grew up in Black River and still have family living there. I want the lake, sand dunes, river, surrounding woodlands and wildlife preserved for our children, grandchildren and future generations to come! I want them to experience the same beautiful natural surroundings as I did growing up. Please don't take that away from them! VOTE NO!
Keith Tolsma	Sheboygan Falls, WI	2017-06-13	We have been given only 1 environment. We do not need a golf course, destroying nature!
Barb Kempken	Sheboygan, WI	2017-06-16	I am signing this petition because it appears our leaders need to be reminded of what is important. It is sad that things have gone this far, that there is even the consideration of giving up any of our public owned lands and allowing the potential for damaging our natural resources for money, greed and personal interests. How these situations are handled are things the voters remember when it comes to reelection. Don't underestimate the people who have put you in your position and who have placed their trust in you.
Darlene Jakusz	Amherst Jct., WI	2017-06-16	Our public lands should not be allowed to be taken over by big business for their profit. They belong to the citizens of Wisconsin. Stop this criminal activity!
Jasmine L	Sheboygan, WI	2017-06-16	My friend the songwriter Dana Lyons told me how, after spending a few days under an ancient tree in an old-growth forest of the Pacific Northwest, he was suddenly filled with a song, which is called, simply, "The Tree." Shortly after this he was asked to play the song at a Native American powwow. At the end he said how it had seemed as though the tree had "given" him the song---music, words, and all. "Of course," said the chief, and not only told Dana the species of tree but that he recognized the individual tree and told him its exact location. "We know all their voices," said one of the elders. ~ from Seeds of Hope by Jane Goodall

Name	Location	Date	Comment
Nancy Thayer	Janesville, WI	2017-06-16	We have enough golf courses. And we certainly DO NOT need to turn a public park into a golf course. Shame on you Kohler Company!!!!
Christine Hildebrand	Sheboygan, WI	2017-06-17	To preserve the natural environment
Janet Carey	Sheboygan, WI	2017-06-17	I strongly oppose the annexation of Town of Wilson property to the city of Sheboygan. This area was chosen by the property owners for its unique characteristics and long term property owners should determine how the direction of this area. Please do not take away or alter our habitats - both for humans and for our wildlife and vegetation.
Jennifer Peters	Racine, WI	2017-06-17	I grew up in the Sheboygan area and strongly oppose the annexation. It will affect wildlife and properties in the affected areas. This is currently a wonderful area. Please don't allow this!
Sandra Geiger	Sheboygan, WI	2017-06-17	I strongly oppose the annexation of Town of Wilson property to the city of Sheboygan. This area was chosen by the property owners for its unique characteristics and long term property owners should determine the direction of this area. Please do not take away or alter our habitats - both for humans and for our wildlife and vegetation.
Kathleen Wessel	Sheboygan, WI	2017-06-17	The underhanded way Kohler and Sheboygan colluded on this deal is very upsetting and makes me doubt their honesty.
JF Zych	Madison, WI	2017-06-17	Because I believe Koehler is using influence to achieve a profit maximizing goal without care for the lake and ecosystem.
Ann Bromley	Chicago, IL	2017-06-18	Underhanded, bullying approach by Kohler
John Grube	Sheboygan, WI	2017-06-18	Only those without conscious and consideration for others will vote FOR this annexation and zoning change in the Township of Wilson. Think about it!
Lois Schaper	Sarasota, FL	2017-06-18	No one has the right to take over a state park and a township for their own interests. This is precious land that should not be destroyed.
Barbara Shomaker	Chicago, IL	2017-06-18	I hate to see corporate interests take over state park land that belongs to the people of that state.
Lyn Jungbluth	Sheboygan, WI	2017-06-18	No amount of money Kohler can give the city is worth destroying this beautiful and rare natural area. Please Vote NO!!!
Laura Lex	Sheboygan, WI	2017-06-19	The annexation is against the normal rules. It's just wrong to allow different rules for different people!
Michael Schrank	Sheboygan, WI	2017-06-19	We do NOT need another golf course, especially if it threatens nature.
Jeffrey Kloppenburg	Wilson, WY	2017-06-19	Please don't allow this beautiful ecosystem to be destroyed. Save the area now & for future generations. Stop the spread of toxic

Name	Location	Date	Comment
			chemicals associated with golf courses.The future is in your hands. Make the right choice!
Alan Vodicka	Sheboygan, WI	2017-06-19	Vote no. Deny annexation.
Amy Bennett	Waldo, WI	2017-06-19	I am signing this because for two reasons: first, creating a golf course will greatly affect the natural habitat that took over 10,000 years to create. The purpose of the park is to protect the area from development so all people (not just the rich) to enjoy. Golf courses use chemicals that make hazardous wastes, even trees on golf courses if cut are considered hazardous, so really how can you consider this safe for the critters who live there, including the affects on ground water supply, and Lake Michigan. The golf course may bring money in but the long term costs on the environment and accessibility for ALL will be a great concern for the people of Sheboygan. Please vote NO!!!
Scott Matula	Sheboygan, WI	2017-06-19	This land is pristine and should not be used for an exclusive old course
Jerilynn Gundlach	Sheboygan, WI	2017-06-20	I live on the far south end of Sheboygan, and love the nature-filled, "country" setting of this area. We often go to Black River trails and the north end of Kohler-Andrae. This is my opinion:It's bad enough for the City to sacrifice that, but to do so in such an underhanded, secretive way, catering to the scheming of the rich and powerful for questionable City gain (if any) is just wrong. I couldn't make Monday's Common Council meeting, but I watched all of it, and the arrogance of Chad Pelichek and the city attorney showed clearly that they aren't listening to the people who oppose the take-over. Their minds have been made up for weeks, if not months, and if it takes behind-the-scenes maneuvering to get there, it's fine with them. Shame on all of those who were responsible for this manipulation.
Dawn Kelm	Cleveland, WI	2017-06-21	I am signing because I love to camp there.
Nick Bruggink	Oostburg, WI	2017-06-22	I value the Kohler-Andrae State Park, it is a natural beauty, one that cannot be rebuilt once destroyed. Kohler's greedy proposition needs to be met with our desire and passion to preserve the park.
Vickie Butzen	Sheboygan, WI	2017-06-23	I believe that distroying this pristine area is a crime.
Toni Rechlicz	Milwaukee, WI	2017-06-23	I'm signing because I want to protect the natural beauty of Kohler Andre State Park.
Signe Jorgenson	Sheboygan, WI	2017-06-28	Annexation will be bad for the town of Wilson, for the cit of Sheboygan, and for relationships between neighbors. We can't allow Kohler to bully us into building a golf course that the people don't want because of the negative impact it will have on Kohler-Andrae State Park, its ecosystem, and its wildlife.
John Carroll	Milwaukee, WI	2017-06-30	Kohler-Andrae State Park is a precious resource, and part of it will be lost forever if the annexation of the Town of Wilson properties is permitted.

Name	Location	Date	Comment
Virginia Hirsch	Milwaukee, WI	2017-06-30	This beautiful land can never be replaced/restored. Enough golf courses already!!!!
Cathryn Hatle	Madison, WI	2017-06-30	I have taken my family to camp many times at Koehler-Andrea, as they grew and have children of their own, Koehler-Andrea remains a favorite place to visit and camp. In our weeklong trips, there were always days that it rained, or we were just tired of firing up the camp stove, so we would travel in to Sheboygan or Koehler to spend the day. I oppose a golf course, with all of its attendant pollution, herbicides, pesticides, excess fertilizer sited on the shores of Lake Michigan, next to a beautiful park and sanctuary. I also understand the need for economic development. A golf course does not provide a wide economic benefit.
Nancy McGee	Milwaukee, WI	2017-06-30	please read letter sent to the council members.I OPPOSE this annexation!!!!
Molly Holdorf	Madison, WI	2017-06-30	We love Kohler-Andrae state park and don't want to see it closed off and ruined by private interests.
Joanne Kendall	Amherst, WI	2017-06-30	It is so wrong to give the Kohler family rights to Public lands. They have their own property and they don't need Wisconsin's land for their own use.
Duane Nessman	Nekoosa, WI	2017-07-01	Corporations have too much power!!
Matthew Schleif	Milwaukee, WI	2017-07-04	I love that park and we need to keep that land public for all to enjoy.
Justin Kruger	De Forest, WI	2017-07-05	This park played a significant part in my growing up and this is wrong!
Jamie Schultz	Plymouth, WI	2017-07-09	friends lives next door to Kohler Land
Patrick Kotecki	Port Washington, WI	2017-07-16	I don't think any of our state park lands should be given away to a private party. If Kohler really wanted to do something special to help it's legacy, it would donate this unique environmentally sensitive land to the state to expand the park.
Patricia Morrissey	Port Washington, WI	2017-07-16	This land is way too precious to become an unnecessary, pesticide groomed place for rich gamers.
Charles Winter	Sheboygan, WI	2017-07-16	As a city of Sheboygan resident I oppose this annexation. Although Kohler has been kind to our area, this maneuvering is akin to gerrymandering - as a city we are better than accepting this.
Dave Koltes	Waunakee, WI	2017-07-25	it's outrageous that big money & corrupt politics can override the will of the people!
Linda Verdin	Gilbert, AZ	2017-07-25	I have family in the area and have hiked here. There are other golf courses nearby.

Friends of The Black River Forest

Recipient: Mary Lynne Donohue, Mayor Mike Vandersteen, Darrel Hofland, Todd Wolf, John Belanger, Roman Draughon, Ronald Rindfleisch, Rosemarie Trester, Mike Damrow, Markus Savaglio, Scott Lewandoske, Andrew S...

Letter: Greetings,

BE A GOOD NEIGHBOR. VOTE "NO" TO PROPOSED KOHLER COMPANY BALLOON ON A STRING ANNEXATION.

KOHLER COMPANY is petitioning the City of Sheboygan to annex several Town of Wilson properties(750+ acres), including a portion of the Kohler-Andrae State Park, via "Balloon on a String" annexation. Kohler is seeking this type of annexation because it will require the petition signatures of only THREE persons living within the proposed annexation territory. In order to ensure the signatures of these three people, the Kohler Company has purchased two homes in the proposed annexation territory.

This type of hostile annexation is rarely used as it is very contentious because there is no requirement for unanimous consent. This type of annexation turns neighbor against neighbor. Property owners will be forced to annex to the city when they don't want to do so. Further, the courts have ruled in some previous cases, this doesn't meet the legal requirements of annexation. In other words, the narrow path that Kohler is seeking to take (the string) in order to connect the city to their proposed golf course land (the balloon) is irregular and arbitrary.

The Town of Wilson has been working with the Kohler Company since 2011 for a possible development of land in the Town. The only COMPLETED application submitted by Kohler Company to the Town of Wilson was for the Town's last remaining Class B Reserve liquor license. The Town voted to approve this license.

Per the Town of Wilson Zoning Ordinances, a Conditional Use Permit is required from Kohler. The Town's Zoning Ordinances state: A proposed conditional use shall be denied unless the applicant(Kohler) can demonstrate, to the satisfaction of the Town, that the proposed conditional use will not create inappropriate or undesirable impacts on nearby

properties, the environment, or the community as a whole. In order to knowledgeably evaluate the proposed project, the Town of Wilson hired consultants (including Kohler's preferred consultant) to complete an independent and impartial evaluation of all impacts of the proposed golf course to the town. The consultants have not even started their review because they do not have the necessary information. The Kohler Company submitted an INCOMPLETE Conditional Use Permit to the Town of Wilson. The Town of Wilson has not yet been able to vote on this matter due to an INCOMPLETE application.

Per the State of Wisconsin a Wetland Permit is required. The Kohler Company submitted an INCOMPLETE Wetland Permit application to the Wisconsin DNR. The Kohler Company was asked to submit a long list of additional information and many complex questions were asked by DNR experts. Like the Town of Wilson, the DNR will not make a decision based upon an INCOMPLETE application.

A permit to fill wetlands is required by the U.S. Army Corps of Engineers (USACOE). The U.S. Army Corps of Engineers is just beginning its process of determining the proposed project's potential impact on wetlands, Lake Michigan, the globally rare ridge and swale dunes, and all endangered and threatened natural resources. Their review may also uncover INCOMPLETE information.

We are asking you to Vote No to the Kohler Company's Petition for Annexation for the following reasons:

1. The proposed territory is not contiguous to the City of Sheboygan.
2. The proposed territory has irregular shape.
3. The proposed territory has more homogeneity with the Town of Wilson than the City of Sheboygan.

The Town of Wilson, the Wisconsin Department of Natural Resources, and the U.S. Army Corps of Engineers have been diligently working with the Kohler Company to receive complete information.

In an action signaling that the Kohler Company is looking for a "weak link" in this process, the Kohler Company has resorted to requesting a contentious annexation.

We are asking you to VOTE NO.

Don't let the City of Sheboygan become the weakest link in order for a private developer to be allowed to manipulate a town for his profit and to steal away our State Park.

Vote NO to the hostile, contentious annexation proposed by the Kohler Company.

Signatures

Name	Location	Date
Jayne Zabrowski	Sheboygan, WI	2017-05-09
Marsha Kerpe	sheboygan, WI	2017-05-09
Debra Desmoulin	Sheboygan, WI	2017-05-09
Jane Kettler	Sheboygan, WI	2017-05-09
R James Tobin	Sheboygan, WI	2017-05-09
Kristin Daugherty	Madison, WI	2017-05-09
David Dekker	Sheboygan, WI	2017-05-09
Duane Bigelow	Sheboygan, WI	2017-05-09
Lisa Seifert	Wausau, WI	2017-05-09
Heather Zehner	Sheboygan, WI	2017-05-09
Braden Hexom	Chicago, IL	2017-05-09
Patricia Pilz	Plymouth, WI	2017-05-09
Bryce Lancour	Sheboygan, WI	2017-05-09
Stacey Kennedy	Sheboygan, WI	2017-05-09
Tootsie Marie Sommers	Manitowoc, WI	2017-05-09
Dawn Tasche	Sheboygan, WI	2017-05-09
Rose Wood	Verona, WI	2017-05-09
Bradford Kral	Brown Deer, WI	2017-05-09
Joanne Tasche	Sheboygan, WI	2017-05-09
Mary Faydash	Sheboygan, WI	2017-05-09

Name	Location	Date
Lynn Shoemaker	Whitewater, WI	2017-05-09
Mary Nowacki	Sheboygan, WI	2017-05-09
Anne Straus	Sheboygan, WI	2017-05-09
Tanya DesArmo	Sheboygan Falls, WI	2017-05-09
Lynn Gordon	Sheboygan, WI	2017-05-09
Judith Guevara	Sheboygan, WI	2017-05-09
Wendy Honold	Sheboygan, WI	2017-05-09
Darlene Jakusz	Amherst Junction, WI	2017-05-09
Jennifer Pentek	Sheboygan, WI	2017-05-09
Aleks Kosowicz	Hayward, WI	2017-05-09
Janet Gohmann	Sheboygan, WI	2017-05-09
Todd Giffin	Sheboygan, WI	2017-05-09
Kristen Martin	Grafton, WI	2017-05-09
Katherine Dekker	Sheboygan, WI	2017-05-09
Heather Burke	Sheboygan, WI	2017-05-09
Timothy Keller	Plymouth, WI	2017-05-09
Freda Johnson	Sheboygan, WI	2017-05-09
David Koeller	Shawano, WI	2017-05-09
Bailey Brown	Orlando, FL	2017-05-09
Lyn Bivins	Sheboygan, WI	2017-05-09
Cathy Zimmerman	Bayfield, WI	2017-05-09
mike smyth	sheboygan, WI	2017-05-09

Name	Location	Date
Kelly Schulze	Sheboygan, WI	2017-05-09
Georgia Ressmeyer	Sheboygan, WI	2017-05-09
Kathy Janikowski	Sheboygan, WI	2017-05-09
Jayne Zabrowski	Sheboygan, WI	2017-05-09
Dave Crow	Sheboygan, WI	2017-05-09
Mamie Behrens	sheboygan, WI	2017-05-09
danielle Kaiser	Sheboygan, WI	2017-05-09
ABBY DARKOW	Sheboygan, WI	2017-05-09
JOHN T BURR	OOSTBURG, WI	2017-05-09
David Burns	Sheboygan, WI	2017-05-09
Zachary Marcotte	Sheboygan, WI	2017-05-09
Jan Remling	Sheboygan, WI	2017-05-09
Judy Gmach	Sheboygan, WI	2017-05-09
Cathy Del Valle	Sheboygan, WI	2017-05-09
Mary Fournier	Sheboygan, WI	2017-05-09
Dick Dierks	Appleton, WI	2017-05-09
Steve Feudner	Sheboygan, WI	2017-05-09
John Vandre	Sheboygan, WI	2017-05-09
Tiffany Brunner	Porterfield, WI	2017-05-09
lynda neese	sheboygan, WI	2017-05-10
Kathie Rammer	SHEBOYGAN, WI	2017-05-10
Ann Griffin	Brown Deer, WI	2017-05-10

Name	Location	Date
Thomas Cupp	Cleveland, WI	2017-05-10
Alex Marks	Sheboygan, WI	2017-05-10
vytas Kerpe	Sheboygan, WI	2017-05-10
Maryann Dolson	Sheboygan, WI	2017-05-10
Stephen Diers	Sheboygan, WI	2017-05-10
Leah Roberts	Brown Deer,, WI	2017-05-10
Jean gruber	Sheboygan, WI	2017-05-10
Joseph Gramling	Kiel, WI	2017-05-10
Benjamin Carroll	Arvada, CO	2017-05-10
Jokasha Klest	Sheboygan, WI	2017-05-10
Craig Mousin	Chicago, IL	2017-05-10
Susan Charles	Hartford, WI	2017-05-10
Jonathan Bemis	Sheboygan, WI	2017-05-10
Sue Geurkink	Tomah, WI	2017-05-10
Jennifer Lanzendorf	Spring Green, WI	2017-05-10
jeff oelhafen	Sheboygan, WI	2017-05-10
Kevin Gumm	Appleton, WI	2017-05-10
Cynthia McMullen	Sheboygan, WI	2017-05-10
Daniel Kelm	Sheboygan, WI	2017-05-10
C. K.	Lake Geneva, WI	2017-05-10
Brian Karth	Sheboygan, WI	2017-05-10
Eileen HAWK	Lodi, WI	2017-05-10

Name	Location	Date
Angela Pattison	Cedar Grove, WI	2017-05-10
Lori Caswell	Milwaukee, WI	2017-05-10
Ann Green	Milwaukee, WI	2017-05-10
Katrina Born	Cascade, WI	2017-05-10
Nancy Jaeger	Sheboygan, WI	2017-05-10
Chester Jaeger	Sheboygan, WI	2017-05-10
Deb Sabol-Williams	Sheboygan, WI	2017-05-10
Paula Burkart	Sheboygan, WI	2017-05-10
Kathrine Pouliot	Sheboygan, WI	2017-05-10
Amy Schneider	Madison, WI	2017-05-10
Caroline Drought	Milwaukee, WI	2017-05-10
Jennifer Yahn	Newberg, OR	2017-05-10
Zachary Worth	Sheboygan, WI	2017-05-10
Kelli Schmitz Williams	Sheboygan, WI	2017-05-10
Jessica Gruber	South Milwaukee, WI	2017-05-10
Alexandra Calco	Sheboygan, WI	2017-05-10
Dave Gruber	Sheboygan, WI	2017-05-10
John Holzwart	sheboygan, WI	2017-05-10
Jim Johnson	Eau Claire, WI	2017-05-10
Nora Dewar	Cleveland, WI	2017-05-10
Nancy Herber	Sheboygan, WI	2017-05-10
David Given	Sheboygan, WI	2017-05-10

Name	Location	Date
Kristin Casper	Sheboygan, WI	2017-05-10
John Ross	Sheboygan, WI	2017-05-10
Melissa Lacasse	Onalaska, WI	2017-05-10
Anita Day	Madison, MS	2017-05-10
lynnzie neese	Sheboygan, WI	2017-05-10
David Calco	Oberlin, OH	2017-05-10
Carole Sauers	Somerset, WI	2017-05-10
Alyssa Hablewitz	Plymouth, WI	2017-05-10
Jacquelyn Zolp	Plymouth, WI	2017-05-10
Eric Cox	Sheboygan, WI	2017-05-10
Dominic weber	Sheboygan, WI	2017-05-10
Travis Burns	Sheboygan, WI	2017-05-10
Amanda Fellerer	Sheboygan, WI	2017-05-10
Liz Lange	Sheboygan, WI	2017-05-10
Paige Bohman	Sheboygan, WI	2017-05-10
James Maurer	Milwaukee, WI	2017-05-10
Patricia Mahlendorf	Sheboygan, WI	2017-05-10
marguerite montgomery	Sheboygan, WI	2017-05-10
Tiffany Schneider	Sheboygan, WI	2017-05-10
Ellen Cheney	Sheboygan Falls, WI	2017-05-10
Kimberly Feider	Sheboygan, WI	2017-05-10
Samantha Melendez	Sheboygan, WI	2017-05-10

Name	Location	Date
Sarah Klein	Sheboygan, WI	2017-05-10
Hollie Erdmann	Sheboygan, WI	2017-05-10
Zachary Pledl	Sheboygan, WI	2017-05-10
Valerie Schuessler	Sheboygan, WI	2017-05-10
David Clemmer	Sheboygan, WI	2017-05-10
Joan Rogers	Sheboygan, WI	2017-05-10
cathey kowalski	Cleveland, WI	2017-05-10
Spencer Walczak	Sheboygan, WI	2017-05-10
Ann Nordby	Sheboygan, WI	2017-05-10
Baileu Sippel	Sheboygan, WI	2017-05-10
Arthur E Baseler	Ripon, WI	2017-05-10
Brittany Maloney	Oostburg, WI	2017-05-10
Gabrielle Ziemann	Oostburg, WI	2017-05-10
Kevin Moe	Sheboygan, WI	2017-05-10
Geralyn Leannah	Sheboygan, WI	2017-05-10
Allison Thornton	brown deer, WI	2017-05-10
Sara Boutillier	Sheboygan, WI	2017-05-10
sandra mallmann mallmann	Sheboygan, WI	2017-05-10
Leslie Winston	Washington, DC	2017-05-10
Monica Zias	Flushing, NY	2017-05-10
Tim Deschaines	Madison, WI	2017-05-10
Patrick McLean	Montreat, NC	2017-05-10

Name	Location	Date
Tracy Hicks	Lake Geneva, WI	2017-05-10
Lisa Radder	Plymouth, WI	2017-05-10
Russell Binder	Charleston, SC	2017-05-10
Arlis Feidt	Fredonia, WI	2017-05-10
Steffenie O'connell	Sheboygan, WI	2017-05-10
Johanna Wermers	Rockville, MD	2017-05-10
Laura Ehmann	Rhineland, WI	2017-05-10
Charlotte Kohler	Sheboygan, WI	2017-05-10
Linda Gruhlke	Sheboygan, WI	2017-05-10
Danielle Lienau	Sheboygan Falls, WI	2017-05-10
Sarah Bouc	Manitowoc, WI	2017-05-10
Chris Scholl	Neptune, NJ	2017-05-10
Charlene King	Cedar Grove, WI	2017-05-10
Emily Klein	Sheboygan, WI	2017-05-10
Jessica Radschlag	Sheboygan, WI	2017-05-10
John Cerkas	Cavour, WI	2017-05-10
Carol Johnson	Deer Park, WI	2017-05-10
R. Callahan	Private, NY	2017-05-10
Mary Lee Maki	Little Chute, WI	2017-05-10
Bonnie Kraemer	Sheboygan, WI	2017-05-10
Susan Mueller	Fall River, WI	2017-05-10
Jimmy Pautz	Milwaukee, WI	2017-05-10

Name	Location	Date
David Vogel	Minnetonka, MN	2017-05-10
Deborah Lisberg	Sheboygan, WI	2017-05-10
Barbara Felde	Sheboygan, WI	2017-05-10
Jim Jastrow	Waukesha, WI	2017-05-10
Justin Mebane	Wilmington, NC	2017-05-10
Jennifer Paswaters	Oostburg, WI	2017-05-10
rebecca clarke	Sheboygan, WI	2017-05-10
Patrick Kirchner	Sheboygan, WI	2017-05-10
Sarah Baughman	Sheboygan, WI	2017-05-10
Marilyn Brewer	Montfort, WI	2017-05-10
Brian Otte	Sheboygan, WI	2017-05-10
Jason Thill	Sheboygan Falls, WI	2017-05-10
Pauline McGowan	Plymouth, WI	2017-05-10
Bill dreps	Sheboygan, WI	2017-05-10
Claudia Bricks	Sheboygan, WI	2017-05-10
jill wohlrabe	Sheboygan, WI	2017-05-10
Jennifer Bauer	Sheboygan, WI	2017-05-10
Michael Hameister	Sheboygan, WI	2017-05-11
Stephanie somers	Milwaukee, WI	2017-05-11
Brittany Kennedy	Sheboygan, WI	2017-05-11
Susan Ramey	Sheboygan, WI	2017-05-11
Sarah Raml	Sheboygan, WI	2017-05-11

Name	Location	Date
Joshua Raml	Sheboygan, WI	2017-05-11
Sara Herr	Wauwatosa, WI	2017-05-11
Debra Denzer	Sheboygan Falls, WI	2017-05-11
Jeff Hansmann	Kohler, WI	2017-05-11
Doreen Lindsay	Sheboygan, WI	2017-05-11
Katie Burgard	Sheboygan, WI	2017-05-11
Marcos Guevara	Sheboygan, WI	2017-05-11
Caryl Sewell	Brookfield, WI	2017-05-11
Josh Housey	Sheboygan, WI	2017-05-11
Crystal Simmons	Sheboygan Falls, WI	2017-05-11
Elizabeth Jaeger	Sheboygan Falls, WI	2017-05-11
Patricia Gutschow	Sheboygan, WI	2017-05-11
Kate Adams	Crown Point, IN	2017-05-11
Brandon Kartes	Sheboygan, WI	2017-05-11
Deanna Grundl	Kiel, WI	2017-05-11
Amy Myers	Plymouth, WI	2017-05-11
Susan Kirchner	Sheboygan, WI	2017-05-11
Kendra Nelson	Sheboygan, WI	2017-05-11
Joshua Skolnick	Williams Bay, WI	2017-05-11
Joe Robertson	Oshkosh, WI	2017-05-11
Jacqueline Buleje	Dousman, WI	2017-05-11
Elaine Becker	Roanoke, VA	2017-05-11

Name	Location	Date
david taggart	Woodbridge, VA	2017-05-11
Ashley Kovacic	Sheboygan, WI	2017-05-11
Marylou Brotz	Sheboygan, WI	2017-05-11
Emily Roenitz	Sheboygan, WI	2017-05-11
Ian Kinney	Sheboygan, WI	2017-05-11
Marcia Bringardner	wind lake, WI	2017-05-11
Tammy Ziemer	Sheboygan, WI	2017-05-11
sandra winnemuller	algoma, WI	2017-05-11
Jim Holden	Hartford, WI	2017-05-11
Lindsey Beseler	Plymouth, WI	2017-05-11
peggy Brisch	Sheboygan, WI	2017-05-11
Callie Dulmes	Sheboygan, WI	2017-05-11
Kenneth Eberhardt	Sheboygan, WI	2017-05-11
Eric Binversie	Sheboygan, WI	2017-05-11
Sofya Kats	Milwaukee, WI	2017-05-11
Elizabeth Davis	Sheboygan, WI	2017-05-11
Jacqueline Ashburn	Sheboygan, WI	2017-05-11
Morgan Hoover	Maryland, MD	2017-05-11
Michelle Awe	Mequon, WI	2017-05-11
CONSTANCE MEYER	Sheboygan, WI	2017-05-11
Rachel Knaak	Sheboygan, WI	2017-05-11
Cindy Herr	Sheboygan, WI	2017-05-11

Name	Location	Date
Char Cottos	Sheboygan, WI	2017-05-11
Jen Lampe	Green bay, WI	2017-05-11
Beth Sproehlich	Grafton, WI	2017-05-11
Teresa Lynch	Athens, WI	2017-05-11
Julia Ballard	Broomfield, CO	2017-05-11
Melissa Matzdorf	Sheboygan, WI	2017-05-11
Alan Leindecker	Manitowoc, WI	2017-05-11
Jen Balge	Sheboygan, WI	2017-05-11
Ryann Liebl	Sierra Madre, CA	2017-05-11
Caleb Richter	Sheboygan Falls, WI	2017-05-11
Brendan Wynne	Buffalo, NY	2017-05-11
Andrea Kramer	Cleveland, WI	2017-05-11
Alex Malzahn	Sheboygan, WI	2017-05-11
Sarah Anderson	Sheboygan, WI	2017-05-11
Sara Willadsen	Sheboygan Falls, WI	2017-05-11
Wulf Simmons	Salem, OR	2017-05-11
shawn matzdorf	Sheboygan, WI	2017-05-11
Amy Carley	Sheboygan, WI	2017-05-11
Leanna Basch	Sheboygan, WI	2017-05-11
Corinne Raml	Sheboygan, WI	2017-05-11
James Schreurs	Sheboygan, WI	2017-05-11
Jody Fiers	La Crosse, WI	2017-05-11

Name	Location	Date
Isabelle Schamburek	Sheboygan, WI	2017-05-11
Mike Maurer	Sheboygan, WI	2017-05-11
deb kujawski	menomonee falls, WI	2017-05-11
Dawn Rieck	Sheboygan, WI	2017-05-11
Jessica Gogus	West Hills, CA	2017-05-11
derek Wakefield	Sheboygan, WI	2017-05-11
robert kramer	Sheboygan, WI	2017-05-11
Megan Medinger	Sheboygan, WI	2017-05-11
Heith Wallner	Sheboygan, WI	2017-05-11
Tammy Brickner-Dexter	Sheboygan, WI	2017-05-11
Monique Castillo	Sheboygan, WI	2017-05-11
Curtis Brunner	Sheboygan, WI	2017-05-11
Zachary Capetillo	Sheboygan, WI	2017-05-11
Valerie Fessler	Sheboygan, WI	2017-05-11
Andrew Hameister	Plymouth, WI	2017-05-11
Cathleen Mathews	Sheboygan, WI	2017-05-11
Rachel Gross	Sheboygan, WI	2017-05-11
Susan LaLuzerne	Madison, WI	2017-05-11
Julie Krcma-Peterson	Stanley, WI	2017-05-11
Lourdes Olsen	town of wilson, WI	2017-05-11
Essence Lowrance	Plymouth, WI	2017-05-11
Marla Hitsman	Sheboygan, WI	2017-05-11

Name	Location	Date
Amanda Schultz	Sheboygan, WI	2017-05-11
Scott Dexter	Sheboygan, WI	2017-05-11
Miko Vollrath	Sheboygan, WI	2017-05-11
Janine Polk	Eau Claire, WI	2017-05-11
Doug Klapper	Portage, WI	2017-05-11
Nicole Paarmann	Sheboygan, WI	2017-05-11
Carol Kroll	Ft. Atkinson, WI	2017-05-11
Joy Suemnicht	Plymouth, WI	2017-05-11
Jocelyn Perez	Sheboygan Falls, WI	2017-05-11
Pam Nes	Sheboygan, WI	2017-05-11
Brian Meindl	Sheboygan, WI	2017-05-11
Julia Allison	Janesville, WI	2017-05-11
Victoria Wiese	Sheboygan, WI	2017-05-11
Cheryl Wozniak	Oostburg, WI	2017-05-11
Amy Malson	Sheboygan, WI	2017-05-11
Lionel Sapino	Sheboygan, WI	2017-05-11
Lindsey Fillion	Sheboygan, WI	2017-05-11
Daniel Semsch	Sheboygan, WI	2017-05-12
Kim Sssssss	Sheboygan, WI	2017-05-12
Jeremiah Graff	Sheboygan, WI	2017-05-12
Mary Henderson	Beaver Dam, WI	2017-05-12
Ben Darkow	Sheboygan, WI	2017-05-12

Name	Location	Date
James Moilanen	Reedsburg, WI	2017-05-12
Cindy Hed	Sheboygan, WI	2017-05-12
Audrey Daul	Sheboygan, WI	2017-05-12
Patti Holden	Monona, WI	2017-05-12
Dana Morales	Sheboygan, WI	2017-05-12
Jerilynn Gundlach	Sheboygan, WI	2017-05-12
Erin Simmons	Sheboygan, WI	2017-05-12
shondra Bingaman	Marysville, WA	2017-05-12
Rachel Leip	Jefferson City, MO	2017-05-12
Maxine Lodel	Sheboygan, WI	2017-05-12
michelle mehalopoulos	eureka, CA	2017-05-12
lee Trotta	Sheboygan, WI	2017-05-12
Marissa Graff	Sheboygan Falls, WI	2017-05-12
David Brisch	Sheboygan, WI	2017-05-12
penny willems	Elkhart Lake, WI	2017-05-12
Beth Sommerfeldt	Sheboygan, WI	2017-05-12
Linda Loomer	Whitewater, WI	2017-05-12
Linda Draves	Sheboygan, WI	2017-05-12
Kayla Kiefer	Sheboygan, WI	2017-05-12
Kyle Nauschultz	Sheboygan, WI	2017-05-12
Wanda Johnson	Oakwood Hills, IL	2017-05-12
Garrett Wright	Oshkosh, WI	2017-05-12

Name	Location	Date
Kenneth Gundlach	Sheboygan, WI	2017-05-12
Katherine Barts	Sheboygan, WI	2017-05-12
Renee Konkol	Plover, WI	2017-05-12
Rachel Yancey	Sheboygan, WI	2017-05-12
Tim Ellison	Racine, WI	2017-05-12
Christopher Chevrier	Sheboygan, WI	2017-05-12
John Van Akkeren	Milwaukee, WI	2017-05-12
Sue Howe	New Richmond, WI	2017-05-12
Jacob Schmidt	Menomonee Falls, WI	2017-05-12
Ralph Schwieger	Milwaukee, WI	2017-05-12
Linda Shimon	Sheboygan, WI	2017-05-12
Mary Jo Zagozen	Sheboygan, WI	2017-05-12
Curt Naegeli	Coleman, WI	2017-05-12
Ruth Wilsing	Sheboygan, WI	2017-05-12
Sandra Ruffalo	milwaukee, WI	2017-05-12
Jessica Gundlach	San Francisco, CA	2017-05-12
Melanie Laur	Dousman, WI	2017-05-12
kenneth lerch	Sheboygan, WI	2017-05-12
Ann Lubbers	Sheboygan, WI	2017-05-13
Gail Bernardi	Menomonee Falls, WI	2017-05-13
k gamez	Sheboygan, WI	2017-05-13
Shahara lefay	Athens, WI	2017-05-13

Name	Location	Date
Kari Hetlet	Mount Calvary, WI	2017-05-13
Pete Hammill	Manitowoc, WI	2017-05-13
Cesar Houseye	Sheboygan, WI	2017-05-13
mary tanck	sheboygan, WI	2017-05-13
Julie Kovacs	Sheboygan, WI	2017-05-13
Mary Rhines	Plymouth, WI	2017-05-13
sherrine obrien	Shawnee, OK	2017-05-13
Cindy Kuehn	Sheboygan, WI	2017-05-13
Paula Plasky	Greenfield, WI	2017-05-13
Jeff Theune	La Pointe, WI	2017-05-13
Tony Garvey	Appleton, WI	2017-05-13
Pam Schneekloth	Sheboygan, WI	2017-05-13
Danielle Staggs	Sheboygan, WI	2017-05-13
Gary Donaldson	Bayside, WI	2017-05-13
Judith Berenz	Sheboygan, WI	2017-05-13
Steph Gitlin	New York, NY	2017-05-13
Stephanie Berenz	Sheboygan, WI	2017-05-13
Tonya Wirtz	Sheboygan, WI	2017-05-13
David Redemann	Milwaukee, WI	2017-05-13
Carol Hanson	Sheboygan, WI	2017-05-13
Richard Ouren	Muscoda, WI	2017-05-13
Lisa Johnston	Manitowoc, WI	2017-05-13

Name	Location	Date
Ryan lubbers	Gerton, NC	2017-05-13
Mark Laustrup	Hayward, WI	2017-05-13
joesph schramm	sheboygan, WI	2017-05-13
Steve Warfield	Sheboygan, WI	2017-05-13
Barbara PRIGGE	Sheboygan, WI	2017-05-13
Lora Garcia	Sheboygan, WI	2017-05-13
Effie Truchon	West Allis, WI	2017-05-13
Samuel Garbi	Spring Green, WI	2017-05-13
Jane Furchgott S10093 Bear Valley Rd.	53556, WI	2017-05-13
Bruce Powell	Aurora, CO	2017-05-13
Brenda Wagner	Sheboygan, WI	2017-05-13
Jude Fredricks	Sheboygan, WI	2017-05-13
Karla Brennan	Sheboygan, WI	2017-05-13
Janis Hansen	Sheboygan, WI	2017-05-13
Nancy Hanthorn	Edgerton, WI	2017-05-13
Pat Houwers	Sheboygan, WI	2017-05-13
Kim Roth	Elkhart Lake, WI	2017-05-14
Ace Palomino	Sheboygan, WI	2017-05-14
Betsy Laswell	Sheboygan, WI	2017-05-14
Shem Clayborn Jr	Sheboygan, WI	2017-05-14
Lyn Jungbluth	Sheboygan, WI	2017-05-14

Name	Location	Date
Renee Weinberger	Sheboygan, WI	2017-05-14
Shane Lamers	Scottsdale, AZ	2017-05-14
Cybele Tomlinson	Berkeley, WI	2017-05-14
Maryann Hoytink	Sheboygan, WI	2017-05-14
Wade Reinwand	Sheboygan, WI	2017-05-14
Efrain Baeza	Sheboygan, WI	2017-05-14
Angie Hullin	Sheboygan, WI	2017-05-14
Betsy Abert	South Milwaukee, WI	2017-05-14
Marielle Marne	Phoenix, AZ	2017-05-14
Jacob Winker	Cedar Grove, WI	2017-05-14
O P	Ashburn, VA	2017-05-14
allen bishop	Milwaukee, WI	2017-05-14
Joshua Roever	Marquette, MI	2017-05-14
Bruce Nierode	Sheboygan, WI	2017-05-14
JEFF BLOEMERS	Sheboygan, WI	2017-05-14
Martha Millen	Sheboygan, WI	2017-05-14
Cory Meyer	Sheboygan Falls, WI	2017-05-14
Gary Nickel	Plymouth, WI	2017-05-14
Jennifer Hernandez	Sheboygan, WI	2017-05-14
Karen Sobczak	Sheboygan, WI	2017-05-14
Eileen Michels	Sheboygan, WI	2017-05-14
Patricia Sterling	Westby, WI	2017-05-14

Name	Location	Date
Joe Hullin	Sheboygan, WI	2017-05-14
Susan Frazier	Sheboygan, WI	2017-05-14
Noah William	Sheboygan, WI	2017-05-14
Ronald Mullins	Sheboygan, WI	2017-05-14
Fred Fall	Cherry Hill, NJ	2017-05-14
Carver Hass	Sheboygan Falls, WI	2017-05-14
DonnA kottke	Colgate, WI	2017-05-14
Kaitlin Johnston	Black Mountain, NC	2017-05-14
Zach Zahn	Plymouth, WI	2017-05-14
Susan Kerbel	Amherst, WI	2017-05-14
Andrea Payne	Sheboygan, WI	2017-05-14
Sarah LeMahieu	Sheboygan, WI	2017-05-14
Susan Steffen	Sheboygan, WI	2017-05-14
Ellen Klusmeier	Sheboygan, WI	2017-05-14
Ann Buehl	Oregon, WI	2017-05-14
Brent Dutcher	Jeddo, MI	2017-05-14
Ciarra Douglas	Sheboygan, WI	2017-05-14
Lulu Lubbers	Sheboygan, WI	2017-05-14
Lisa Steffen	Sheboygan, WI	2017-05-15
Gina Siegworth	Sheboygan, WI	2017-05-15
mary Kemnitz	Milwaukee, WI	2017-05-15
Natalie DePagter	Madison, WI	2017-05-15

Name	Location	Date
Olivia Van Akkeren	Sheboygan, WI	2017-05-15
Carolyn DEll	Sheboygan, WI	2017-05-15
Nicholas Hemenway	Sheboygan, WI	2017-05-15
Elizabeth Braden	Sheboygan, WI	2017-05-15
Lisajo Borchers	Cleveland, WI	2017-05-15
Martha Steffen	Sheboygan, WI	2017-05-15
B Rawling	Kiel, WI	2017-05-15
Peggy Rothe	Sheboygan, WI	2017-05-15
raighne mitchell-luft	Cambria, WI	2017-05-15
Aaron Myers	Sheboygan, WI	2017-05-15
Dan Altenburg	Sheboygan, WI	2017-05-15
Sandy Myers	Sheboygan, WI	2017-05-15
Judith Worobec	sheboygan, WI	2017-05-15
Cole Murray	Sheboygan, WI	2017-05-16
Alex Johnson	Sheboygan, WI	2017-05-16
S Palmer	Sheboygan, WI	2017-05-16
Laurel Dominiak	Irma, WI	2017-05-16
Michelle Ruppel	Sheboygan, WI	2017-05-16
Andrea Stoiber-Winn	Brooklyn, WI	2017-05-16
Joan Rakow	Sheboygan, WI	2017-05-16
Pam Fischer	Green Bay, WI	2017-05-16
Jackie Barbeau	Sheboygan, WI	2017-05-16

Name	Location	Date
Judith Guevara	Sheboygan, WI	2017-05-16
Amanda Drews	Sheboygan, WI	2017-05-16
Sandra Kwas	Sheboygan, WI	2017-05-16
Douglas Dier	Sheboygan, WI	2017-05-16
Amy Brooks	Sheboygan, WI	2017-05-16
Nathan Krause	Sheboygan Falls, WI	2017-05-16
Sutton Cecil	Sheboygan, WI	2017-05-16
J Gardner	Sheboygan, WI	2017-05-16
Mary Ann Portz	Sheboygan, WI	2017-05-16
Nancy Gill	Reedsville, WI	2017-05-16
Rose Neumeyer	Sheboygan, WI	2017-05-16
Katie Toeller	Sheboygan, WI	2017-05-16
tia reyes	sheboygan, WI	2017-05-16
Jesse Collins	Loveland, CO	2017-05-16
Jose Guerra	Miami, FL	2017-05-16
steven erbstoesser	sheboygan, WI	2017-05-16
Davita Markiewicz	Random Lake, WI	2017-05-16
Barbara Weber	Random Lake, WI	2017-05-16
Savannah Menzer	Sheboygan Falls, WI	2017-05-16
Linda Barnes	Random Lake, WI	2017-05-16
Kathy Eilbes	Wauwatosa, WI	2017-05-16
Dale Novak	Two Rivers, WI	2017-05-16

Name	Location	Date
Colleen Robson	East Troy, WI	2017-05-16
Jessica Stange	Sheboygan, WI	2017-05-17
Gilchrist Choulamountry	Sheboygan, WI	2017-05-17
Deborah Szarka	Blue Mounds, WI	2017-05-17
Lollie Wheeler	Cambria, WI	2017-05-17
Morgyn Stranahan	Milwaukee, WI	2017-05-17
Zoe (Macknick) Hill	Albuquerque, NM	2017-05-17
Emily Gamb	Sheboygan, WI	2017-05-17
Sue Combs	Sheboygan, WI	2017-05-17
Jacob Macknick	Sheboygan, WI	2017-05-17
Benjamin Maggard	Albuquerque, NM	2017-05-17
Sara Lancour	Sheboygan, WI	2017-05-17
Joan Erbstoesser	Sheboygan, WI	2017-05-17
Gary Shea	Sheboygan, WI	2017-05-17
Diane Trester	Sheboygan, WI	2017-05-17
Lee Balek	Radisson, WI	2017-05-17
Chamila Amithirigala	Nolensville, TN	2017-05-17
Jon Winkelhake	Sheboyga, WI	2017-05-17
Kevin Karshner	Sheboygan, WI	2017-05-17
Alicia Strahl	Cascade, WI	2017-05-17
Lisa Dean	Sheboygan, WI	2017-05-17
Deb Essenburg	Oostburg, WI	2017-05-18

Name	Location	Date
Belle Ragins	Sheboygan, WI	2017-05-18
Ronald Legro	Milwaukee, WI	2017-05-18
Lydia Wiggins	Plymouth, WI	2017-05-18
Shawn Lehmann	Sheboygan, WI	2017-05-18
Jack Mehoff	Plymouth, WI	2017-05-18
Pat Batter	Sheboygan, WI	2017-05-18
Nicole Navigato	Port Washington, WI	2017-05-18
keith hummitzsch	Sheboygan, WI	2017-05-18
Maria Jesinski	Sheboygan, WI	2017-05-18
David Palmer	Sheboygan, WI	2017-05-18
Lynn Judnic	Kewaskum, WI	2017-05-18
Kelly Bean-Tenpas	Sheboygan, WI	2017-05-18
Joanne Zachow	Sheboygan, WI	2017-05-18
Lois Finstad	Howards Grove, WI	2017-05-18
Larry Mulder	Sheboygan, WI	2017-05-18
Rachel Moore	Sheboygan, WI	2017-05-19
Justin Crook	Sheboygan, WI	2017-05-19
Thomas Radovan	Sheboygan, WI	2017-05-19
Debra Jepsen	NEILLSVILLE, WI	2017-05-19
Barbara Jakopac	Milwaukee, WI	2017-05-19
Janet Mihm	sheboygan, WI	2017-05-19
judy ahrens ahrens	Sheboygan, WI	2017-05-19

Name	Location	Date
Madelaine Bartz	Sheboygan, WI	2017-05-19
Lillian Stenz	Sheboygan, WI	2017-05-19
Rebecca Bukvich	Minneapolis, MN	2017-05-19
Meghan Stone	Sheboygan, WI	2017-05-19
Gina Steinhardt	Sheboygan, WI	2017-05-19
debra schmidt	Sheboygan, WI	2017-05-19
Mike Dekarske	Sheboygan, WI	2017-05-19
Lynn Mueller	Florence, WI	2017-05-19
Christine Campbell	Lansing, MI	2017-05-19
Mary Elizabeth VonDras	Green Bay, WI	2017-05-19
Mike Lavigne	Sheboygan, WI	2017-05-19
Scott Mealiff	Sheboygan, WI	2017-05-19
Julie Hansen	Racine, WI	2017-05-20
Mary Martin	Sheboygan, WI	2017-05-20
Jenniffer Zillmer	Sheboygan, WI	2017-05-20
Tom Hagberg	Sheboygan, WI	2017-05-20
bill grawien	Sheboygan, WI	2017-05-20
John Glowacki	De Forest, WI	2017-05-20
LC Tolsma	Sheboygan, WI	2017-05-20
Jennifer Koss-Schildbach	Madison, WI	2017-05-20
Russell Popp	Oostburg, WI	2017-05-20
Brayden Kuester	Sheboygan Falls, WI	2017-05-20

Name	Location	Date
Lisa VanderWeele	Sheboygan, WI	2017-05-20
Chris Bersch	Sheboygan, WI	2017-05-21
Jaide Lehnhardt	Sheboygan, WI	2017-05-21
Rachel Brunn	Sheboygan, WI	2017-05-21
A Tilson	Marshfield, WI	2017-05-21
Katie Racine	Sheboygan, WI	2017-05-21
Carol Johnson	Waukesha, WI	2017-05-21
Kurtis Dollevoet	Sheboygan, WI	2017-05-21
Chris Weber	Sheboygan, WI	2017-05-21
Andrew Eckwielen	Oostburg, WI	2017-05-21
Cory Meyer	Sheboygan Falls, WI	2017-05-21
Colleen Boatman	Green Bay, WI	2017-05-21
Rhonda Frank	Sheboygan, WI	2017-05-21
JoAnn Brunnbauer	Cedar Grove, WI	2017-05-22
Dennis Grzezinski	Milwaukee, WI	2017-05-22
Oscar Leonhard	Sheboygan, WI	2017-05-22
richard smythe	Sister Bay, WI	2017-05-22
dorothy clemmer	new orleans, LA	2017-05-22
Rachel Pekarek	Sheboygan, WI	2017-05-22
Allen Vang	Plymouth, WI	2017-05-22
Julie French	Sheboygan, WI	2017-05-22
Joanne Fetting	Whitefish Bay, WI	2017-05-22

Name	Location	Date
Christina Edler	Waldo, WI	2017-05-22
Diane Kitelinger	Oostburg, WI	2017-05-22
Jason Landgraf	Sheboygan, WI	2017-05-22
ellyn scarcella	New Smyrna Beach, FL	2017-05-22
Robert Schubert	Palo Alto, WI	2017-05-22
Lori Schwab	Elkhart Lake, WI	2017-05-22
Joellyn Johnson	Newaygo, WI	2017-05-22
Kimberly Van De Kreeke	Plymouth, WI	2017-05-22
Johnathan Strahl	Cascade, WI	2017-05-22
Julie Magritz	Sheboygan, WI	2017-05-22
Collin Jackson	Sheboygan, WI	2017-05-22
Alexandra Guevara	Sheboygan, WI	2017-05-22
Elissa Berg	Sheboygan, WI	2017-05-22
Robin Strahl	Sheboygan Falls, WI	2017-05-22
Constance Mulder	Sheboygan, WI	2017-05-22
Liz Osbahr	Sheboygan, WI	2017-05-22
David Pieters	Milwaukee, WI	2017-05-23
jane steffen	Sheboygan, WI	2017-05-23
Megan Shaker	Sheboygan, WI	2017-05-23
Arthur Marquardt	Sheboygan, WI	2017-05-23
Thomas Oelhafen	Wausau, WI	2017-05-23
micheal badtke	Sheboygan, WI	2017-05-23

Name	Location	Date
Mary Jambois	La Crosse, WI	2017-05-23
Bob Lindemann	Sheboygan, WI	2017-05-23
Dawn Stanley-Lubach	Sheboygan, WI	2017-05-23
Kim Zastrow	Sheboygan, WI	2017-05-23
Alex Harms	Sheboygan, WI	2017-05-23
Robert Newton 1743 Carmen Ave	Sheboygan, WI	2017-05-23
Bradley Weberg	New Richmond, MN	2017-05-23
Serene Seufzer	Lowell, WI	2017-05-23
Katherine Nurek	Sheboygan, WI	2017-05-23
Rebecca Sher	Sheboygan, WI	2017-05-23
David Bruggink	Sheboygan, WI	2017-05-23
Tanner Hinze	Sheboygan, WI	2017-05-23
Kyme Rathke	Sheboygan, WI	2017-05-23
Eleanor Anderson	Sheboygan, WI	2017-05-23
Debra Lohse	Sheboygan, WI	2017-05-23
Cris Formolo	Sheboygan, WI	2017-05-23
Ann Fichtner	West Bend, WI	2017-05-23
Joe Pedroni	Sheboygan, WI	2017-05-23
Marjie Tomter	Cedarburg, WI	2017-05-23
Tim Ausavich	Holmen, WI	2017-05-23
Nancy Back	Sheboygan, WI	2017-05-23

Name	Location	Date
Karen Walthers Wilson	Fish Creek, WI	2017-05-23
Cheryl Hamann	Sheboygan, WI	2017-05-23
Erin Bremser	Sheboygan, WI	2017-05-23
Jeff Setzer	Slinger, WI	2017-05-24
Ted Thieme	Sheboygan, WI	2017-05-24
Timothy Rakun	Sheboygan, WI	2017-05-24
Laura Spalinger	Sheboygan, WI	2017-05-24
Jenny Dreps	Cedarburg, WI	2017-05-24
Dennis Ninmer	New Holstein, WI	2017-05-24
Eric Burkard	Broomfield, CO	2017-05-24
Tracy Makowski	Marion, WI	2017-05-24
Judy Olson	Madison, WI	2017-05-24
Jan schneider	Sheboygan, WI	2017-05-24
Celena Perez	Sheboygan Falls, WI	2017-05-24
Gordon Gottbeheut	Nekoosa, WI	2017-05-24
Jonathan Nytes	Sheboygan, WI	2017-05-24
Patrice Worel-Olson	Sheboygan, WI	2017-05-24
Alisa Roberts	Fond du Lac, WI	2017-05-24
Deborah Schmidt	Sheboygan, WI	2017-05-24
Diana Makowski	Adell, WI	2017-05-24
Darion Marthenze	Plymouth, WI	2017-05-24
Jessica Pouliot	Prairieburg, WI	2017-05-24

Name	Location	Date
Monica Jeske	Milwaukee, WI	2017-05-24
Crystal Fozard	Sheboygan, WI	2017-05-24
Phyllis Kasper	Valders, WI	2017-05-24
Rachel Van Dam	Port Washington, WI	2017-05-24
Virginia Rice	Fredonia, WI	2017-05-24
Willa Walker	Sheboygan, WI	2017-05-24
Delia Unson	Madison, WI	2017-05-24
Joleen Wodka	Madison, WI	2017-05-24
jennifer OGorek	Prairie Du Sac, WI	2017-05-24
George Sawyn	Sturgeon Bay, WI	2017-05-24
Charna Schwartz	Viola, WI	2017-05-24
Cassandra Kiedrowski	Sheboygan, WI	2017-05-24
Jonathon Puetz	Plymouth, WI	2017-05-24
Barry Baumann	Sheboygan, WI	2017-05-24
Margaret Johnson	Sheboygan, WI	2017-05-24
Brian Baumann	Portland, OR	2017-05-24
Roxanne Bernhardt	Cleveland, WI	2017-05-24
Eric Katte	Middleton, WI	2017-05-24
Caroline Opgenorth	Sheboygan Falls, WI	2017-05-25
nancy Hansohn	Madison, WI	2017-05-25
Lucy Fontanills	Arlington, MA	2017-05-25
Deb Brooke	Sheboygan, WI	2017-05-25

Name	Location	Date
Marye Zaletel	Sheboygan, WI	2017-05-25
Steve Dakota	Sacramento, CA	2017-05-25
Lisa Bloemers	Sheboygan, WI	2017-05-25
Betsy Kocourek	Two Rivers, WI	2017-05-25
brenda Given	Sheboygan, WI	2017-05-25
Jenny Goelzer	Plymouth, WI	2017-05-25
Beverly Stangel	Sheboygan, WI	2017-05-25
Amber Woolwine	Sheboygan, WI	2017-05-25
Starla Baumann	Sheboygan, WI	2017-05-25
Zachary Testroete	Sheboygan, WI	2017-05-25
Heather Bott	Milwaukee, WI	2017-05-25
Kimberly Merrill	Sheboygan, WI	2017-05-26
Jeanne Ackley	Norway, WI	2017-05-26
M J	New Lisbon, WI	2017-05-26
Katy nelson	Middleton, WI	2017-05-26
Carrie Baumann	Sheboygan, WI	2017-05-26
Jeffrey Erbs	Eau Claire, WI	2017-05-26
Andrea Helmer	Sheboygan, WI	2017-05-26
Bruce Eggum	Tigerton, WI	2017-05-26
D Borgwardt	Adell, WI	2017-05-27
Steven Back	Sheboygan, WI	2017-05-27
George Payne	Oshkosh, WI	2017-05-27

Name	Location	Date
mike Davis	Sheboygan, WI	2017-05-27
Damian Scheppmann	Plymouth, WI	2017-05-27
Bart Krepsky	Sheboygan, WI	2017-05-27
Joy Schroeder	West Bend, WI	2017-05-28
Jessica Miller	Cedar City, WI	2017-05-28
Lynn Mercurio	Fish Creek, WI	2017-05-28
Miriam Beckstrom	Carbondale, IL	2017-05-28
Greg Gregory	Milwaukee, WI	2017-05-28
Michelle Johnson	Sheboygan, WI	2017-05-28
Lisa Cook	Sheboygan, WI	2017-05-28
Marge Blanc	Baraboo, WI	2017-05-28
Margaret Muth Bresnahan	Brevard, NC	2017-05-28
Jill Stagner	Sheboygan, WI	2017-05-28
Linda Godez	Sheboygan, WI	2017-05-28
natalie vernon	Green Bay, WI	2017-05-28
katherine Berkvam	Oconomowoc, WI	2017-05-29
Aaron Benirschke	Chicago, IL	2017-05-29
Thomas Theune	Sheboygan, WI	2017-05-29
Alexandra Nugent	Sheboygan, MN	2017-05-29
Dani Lundblad	Inver Grove Heights, MN	2017-05-30
Char Brandl	Madison, WI	2017-05-30
Travis Nugent	Sheboygan, WI	2017-05-30

Name	Location	Date
Rebecca Alwin	Middleton, WI	2017-05-30
Lynn Abbott	Plymouth, WI	2017-05-30
Angela Brendel	Sheboygan, WI	2017-05-30
Crystal Simon	Prairieburg, WI	2017-05-30
Wade Kever	West Bend, WI	2017-05-30
TIMOTHY LOISELLE	Sheboygan, WI	2017-05-31
Spencer Husak	Sheboygan, WI	2017-05-31
getta life	Milwaukee, WI	2017-06-01
kari white	Sheboygan, WI	2017-06-02
Shelly Austreng	Sheboygan, WI	2017-06-02
Sean Ertel	Sheboygan, WI	2017-06-03
Elizabeth Stroot	Sheboygan, WI	2017-06-03
Christine Sutherland	Plymouth, WI	2017-06-03
Michelle Woolwine	Sheboygan, WI	2017-06-03
Jacklyn Slivicke	Madison, WI	2017-06-03
Carla Hojnacki	Plymouth, WI	2017-06-03
Joyce Jentges	Cedar Grove, WI	2017-06-03
Gayle Rottler	Grafton, WI	2017-06-03
Dimitri Eliopoulos	New York, NY	2017-06-03
Ann Moen	Lodi, WI	2017-06-03
Monica Stokke	Schaumburg, IL	2017-06-03
Lori Jungbluth	Sun Prairie, WI	2017-06-03

Name	Location	Date
valerie DeMarlie	Hartford, WI	2017-06-03
Suzanne Hubbard	Wrightstown, WI	2017-06-03
Matthew Mckay	Dysart, IA	2017-06-04
Sandy Anderson	Fort Atkinson, WI	2017-06-04
Jen Wilhelmsen	Stoughton, WI	2017-06-04
Becky Kressin	Stevens Point, WI	2017-06-04
Lee Mangan	Sheboygan, WI	2017-06-04
Sarah Rykal	Eau Claire, WI	2017-06-04
Kati Walsh	Madison, WI	2017-06-04
John Olsen	Sheboygan, WI	2017-06-04
dionne pilschowski	Necedah, WI	2017-06-04
Matthew White	Brandon, WI	2017-06-04
Dave Self	Centuria, WI	2017-06-04
vicki spleas	Milwaukee, WI	2017-06-04
Stephanie Netzel	Milwaukee, WI	2017-06-04
Resa Silha	La Crosse, WI	2017-06-05
Marc Eshelman	Burnsville, MN	2017-06-05
Larry Batterman	Sheboygan, WI	2017-06-05
Julie Holm	Trevor, WI	2017-06-05
Jesse Lyne	Minneapolis, WI	2017-06-05
Paul Ebel	Menomonie, WI	2017-06-06
Brittany Schaller	Homer Glen, IL	2017-06-06

Name	Location	Date
Allen Cross	Madison, WI	2017-06-06
Diane Greger	Sheboygan, WI	2017-06-08
Karen Fischer	Cedar Rapids, WI	2017-06-11
Debbie Davis	Sheboygan Falls, WI	2017-06-12
Angela Davis	Plymouth, WI	2017-06-12
Keith Tolsma	Sheboygan Falls, WI	2017-06-13
Barb Kempken	Sheboygan, WI	2017-06-16
Kathy Prange	Sheboygan, WI	2017-06-16
Sue Meinel	Sheboygan, WI	2017-06-16
Nancy Thayer	Milton, WI	2017-06-16
Joleen Hullin	Fond du Lac, WI	2017-06-16
Donald Held	West Bend, WI	2017-06-17
Christine Hildebrand	Sheboygan, WI	2017-06-17
Janet Carey	Sheboygan, WI	2017-06-17
julie barbe	Sheboygan, WI	2017-06-17
Jennifer Peters	Racine, WI	2017-06-17
Sandra Geiger	Sheboygan, WI	2017-06-17
Jessica Tagel	Sheboygan, WI	2017-06-17
Alison Loewen	Sheboygan, WI	2017-06-17
Kathleen Wessel	Sheboygan, WI	2017-06-17
Jeanne Baalke	Nashotah, WI	2017-06-17
Tess Zych	Chicago, IL	2017-06-17

Name	Location	Date
JF Zych	Madison, WI	2017-06-17
Ann Bromley	Chicago, IL	2017-06-18
Julie Martin	North Prairie, WI	2017-06-18
Jo Ann Draughon	Encinitas, CA	2017-06-18
Deanna Todd	Sheboygan, WI	2017-06-18
Grube John	Sheboygan, WI	2017-06-18
kevin phillips	Sheboygan, WI	2017-06-18
Lois Schaper	Sarasota, FL	2017-06-18
Barbara Shomaker	Ovid, IL	2017-06-18
Kristin Larson	Sheboygan, WI	2017-06-18
Andrea Poulos	Madison, WI	2017-06-18
Rachel Marie	Sheboygan, WI	2017-06-18
Linda Jordan	Oakland, CA	2017-06-19
Laura Lex	Sheboygan, WI	2017-06-19
Maria Gilipsky	Sheboygan, WI	2017-06-19
John Gilipsky	Sheboygan, WI	2017-06-19
Anna Cruz	Sheboygan, WI	2017-06-19
Michael Schrank	Sheboygan, WI	2017-06-19
Anne Hertel	Sheboygan, WI	2017-06-19
Linda Ledbeter	Plymouth, WI	2017-06-19
Sue Lawn	Oregon, WI	2017-06-19
Jeffrey Kloppenburg	Jackson, WY	2017-06-19

Name	Location	Date
Alan Vodicka	Sheboygan, WI	2017-06-19
Amy Bennett	Sheboygan, WI	2017-06-19
Andrew Pagel	Saint Paul, WI	2017-06-19
Virginia Jacob	Elkhart Lake, WI	2017-06-19
Scott Matula	Sheboygan, WI	2017-06-19
laura koerber	Plymouth, WI	2017-06-20
Nancy Severn	Oostburg, WI	2017-06-20
Dawn Kelm	Cleveland, WI	2017-06-21
Kathy Sanford	Detroit, MI	2017-06-21
Candice Koropov	Oostburg, WI	2017-06-22
Nicholas Bruggink	Oostburg, WI	2017-06-22
Tim Maurer	Anaheim, CA	2017-06-22
Deanna Wallace	Canandaigua, NY	2017-06-22
tara kuehl	Manitowoc, WI	2017-06-22
Kia Conrad	Madison, WI	2017-06-22
Amy Weber	Sheboygan, WI	2017-06-22
Brittney Chavez	Sheboygan, WI	2017-06-23
Alberto Rodriguez	Manitowoc, WI	2017-06-23
Vickie Butzen	Plymouth, WI	2017-06-23
mike visuri	Milwaukee, WI	2017-06-23
Nancy Horning	Kewaskum, WI	2017-06-23
Toni Rechlicz	Milwaukee, WI	2017-06-23

Name	Location	Date
Ben Martorell	Milwaukee, WI	2017-06-23
Liz Sohl	Sheboygan, WI	2017-06-24
Cat Jorgens	715 e newhall ave, Waukesha WI, US	2017-06-24
Signe Jorgenson	Sheboygan, WI	2017-06-28
Evan Edwards	Chicago, IL	2017-06-30
John Carroll	Milwaukee, WI	2017-06-30
Dana Hougland	Grand Rapids, US	2017-06-30
Jamie McGee	Milwaukee, WI	2017-06-30
Laura Gottlieb	Madison, WI	2017-06-30
Virginia Hirsch	Milwaukee, WI	2017-06-30
Elisha Barudin	Beaver Dam, WI	2017-06-30
Cathryn Hatle	Madison, WI	2017-06-30
Maria Rinna	Sacramento, CA	2017-06-30
NANCY MCGEE	Milwaukee, WI	2017-06-30
Greg Garbinsky	Madison, WI	2017-06-30
Jane Wyngaard	McFarland, WI	2017-06-30
Jamie Kobs	Sun Prairie, WI	2017-06-30
Cass Crockatt	Corona, CA	2017-06-30
Nicholas Davies	Madison, WI	2017-06-30
Molly Holdorf	Madison, WI	2017-06-30
Elizabeth McKenna	Madison, WI	2017-06-30
Shirlely Mayer	Lodi, WI	2017-06-30

Name	Location	Date
David Gegenhuber	Madison, WI	2017-06-30
Kathleen Hoppe	Madison, WI	2017-06-30
Debra Carter	stoughton, WI	2017-06-30
Joanne Kendall	Amherst, WI	2017-06-30
Lawrence Kruger	Madison, WI	2017-07-01
Brenda Murray	La Crosse, WI	2017-07-01
Mary Jaeger	Madison, WI	2017-07-01
Lori Wawrzonek	Milwaukee, WI	2017-07-01
Duane Nessman	Nekoosa, WI	2017-07-01
Julie Kimmell	Madison, WI	2017-07-01
Crystal Ketterhagen	Sun Prairie, WI	2017-07-01
kandy watson	edgerton, WI	2017-07-02
Steve Ozburn	Waukesha, WI	2017-07-03
Matthew Schleif	Milwaukee, WI	2017-07-04
Amy Miller	Sheboygan, WI	2017-07-05
Justin Kruger	De Forest, WI	2017-07-05
Nancy Dickens	Townsend, WI	2017-07-09
Jennifer Schultz	Plymouth, WI	2017-07-09
Patrick Kotecki	Port Washington, WI	2017-07-16
Leo Duffrin	Port Washington, WI	2017-07-16
Abigail Kotecki	Port Washington, WI	2017-07-16
Cynthia Kotecki	Port Washington, WI	2017-07-16

Name	Location	Date
Patricia Morrissey	Port Washington, WI	2017-07-16
Charles Winter	Sheboygan, WI	2017-07-16
marcia trotchie	Port Washington, WI	2017-07-17
Maggie Kotecki	Port Washington, WI	2017-07-17
Barbara Puddy	Mount Calvary, WI	2017-07-17
Angela Wolfgram	Sheboygan, WI	2017-07-20
Dave Koltes	Waunakee, WI	2017-07-25
Bridget Luther	Prairieburg, WI	2017-07-25

VII

2.5

R. C. No. 72 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
July 17, 2017.

Your Committee to whom was referred R. C. No. 51-17-18 by Finance and Personnel Committee and Res. No. 28-17-18 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute the Pre-Annexation and Development Agreement; recommends passing the Resolution along with the current amended agreement as of 7/12/2017.

*Wolf/Draughon
motion to hold*

James A. Bohren

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

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III

5.6

Res. No. 28 - 17 - 18. By Alderpersons Donohue and Bohren.
June 5, 2017.

A RESOLUTION authorizing the appropriate City officials to execute the Preannexation and Development Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Preannexation and Development Agreement between the City of Sheboygan and Kohler Company, in form substantially similar to the attached.

*Finance Personnel
approve w/
updated agmt.*

Thelma Donohue

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

PREANNEXATION AND
DEVELOPMENT AGREEMENT

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY of SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation (the "City") and KOHLER CO., a Wisconsin corporation ("Developer").

RECITALS

The City and Developer acknowledge the following:

A. Developer owns approximately 247 acres of vacant land in the Town of Wilson, Sheboygan County, Wisconsin, bounded by Lake Michigan to the east and Kohler-Andrae State Park to the south and west, as more particularly described on Exhibit A attached hereto (the "Property"). Owner intends to develop, construct and operate an 18-hole championship golf course and related improvements and amenities on the Property, as generally depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. The City is a municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to adopt zoning amendments and issue conditional use permits and site plan review and approvals under Wisconsin Statute section 62.23(7). The Property and adjacent lands are located contiguous to and may be annexed to the City of Sheboygan pursuant to the provisions of Wisconsin Statute section 66.0217.

C. Owner's planned use of the Property is consistent with the City's Comprehensive Plan adopted December 5, 2011 ("Comp Plan") and Zoning Map. The City acknowledges that annexation of the Property and adjacent lands will permit the extension of urban services, is consistent with the Comp Plan and provides lands for needed growth of the City.

D. The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

E. The City desires to assist Developer in developing, constructing and operating improvements and amenities on the Property consistent with the Site

Plan. In this regard, the City intends to grant various governmental approvals benefiting Developer and the Property, subject to the provisions of applicable law, including applicable City ordinances. Necessary governmental approvals include annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities, and issuance of alcohol beverage licenses.

F. The City and Developer agree to perform their respective obligations in connection with the issuance of various necessary governmental approvals and the construction of certain facilities and related improvements on the Property, in accordance with the terms of this Agreement.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises set forth below, the City and Developer agree as follows:

1. Conditions.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the Property as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities and issuance of alcohol beverage licenses. Subject to applicable City ordinances and other applicable laws, the City shall use its best good faith efforts to grant any necessary governmental approvals on a timely basis. The City also shall not oppose Developer in seeking permits and approvals from all other governmental authorities with jurisdiction over the Property in connection with Developer's pursuit of any necessary approvals, including, but not limited to approvals from the U.S. Army Corps of Engineers ("ACOE"), the U.S. Fish and Wildlife Service "USFWS"), the National Park Service ("NPS"), the Wisconsin Department of Natural Resources ("WDNR"), the Wisconsin State Historical Society ("WHS"), the Wisconsin Public Service Commission ("WPSC") and Sheboygan County.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

(c) Time of the Essence. The City and Developer recognize that time is of the essence and agree to use commercially reasonable efforts to satisfy all of the conditions under this Agreement in a timely manner.

(d) General Outline. The parties intend that this Agreement will serve as a general outline governing the improvements described herein. Final plans for any public improvements shall be, subject to confirmation by Developer and the City's engineer of compliance with Developer's intended development plans, as generally noted on the Site Plan and applicable City standards. Any construction of the public improvements described herein shall commence only after Developer has given notification to the City in writing that Developer intends to commence construction and after satisfaction of all applicable conditions of this Agreement.

(e) No Covenant to Construct or Operate. Developer shall have no obligation to construct the improvements described herein. The parties acknowledge that the improvements are only necessary if Developer proceeds to develop the Property consistent with the Site Plan. The parties acknowledge that Developer has no obligation to construct, open or operate an 18-hole championship golf course and related improvements and amenities or any other improvements on the Property.

2. Representations and Warranties.

(a) Representations and Warranties of Developer. Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and upon which the City may rely in granting approvals, permits and licenses for the Property:

(i) Developer is a duly organized and existing corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer.

(iii) Developer has circulated and executed petitions to annex the Property and adjacent lands to the City voluntarily and of its own accord. Developer seeks annexation to obtain more reliable fire and emergency services to the Property as well as to make municipal water services available at the Property. The City has not required annexation of the Property or adjacent lands, and in no way has the City influenced or induced Developer to annex the Property and/or adjacent lands to the City.

(b) Representations and Warranties of the City. The City makes the following representations and warranties which Developer may rely upon in entering into this Agreement and in developing the Property:

(i) The City is a duly organized and existing municipal corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City.

(iii) The City has a present and demonstrable need for annexation of the Property and adjacent lands to extend urban services, promote development consistent with the City's Comp Plan, make available lands for needed growth of the City and otherwise promote the general welfare.

(iv) SR-5 Suburban Residential District zoning, together with an outdoor institutional conditional use permit including site plan approval intended to be issued for the Property, will permit the development, construction and operation on the Property of an 18-hole championship golf course and the other improvements and amenities generally depicted on the Site Plan. Upon issuance of those governmental approvals described in Section 1(a) above, Developer will have vested rights to develop, construct and operate the 18-hole championship golf course and all ancillary uses and additional uses permitted in the SR-5 Suburban Residential District.

3. City Obligations. Subject to the contingencies set forth in Section 1 above, the City shall be obligated as follows:

(a) Annexation. The City shall consider adoption of an ordinance annexing the Property and adjacent lands as presented by Developer. The City hereby acknowledges and agrees that the City's Comp Plan and the Economic Impact Study prepared by S.B. Friedman and Company dated May, 2017 and submitted by Developer support findings that annexation of the Property to the City serves the public interest and promotes and enhances the general welfare of the City and its citizens.

(b) Rezoning, Conditional Use Permit including Site Plan Review and Approval. The City shall consider rezoning the Property to SR-5 Suburban Residential District. Upon submittal of detailed plans by Developer, the City also shall consider issuing a conditional use permit for an 18-hole championship golf course, all related improvements and all ancillary uses as an "outdoor institutional" use including the site plan for such use and all related improvements and amenities.

(c) Licenses. The City shall consider granting and issuing to Developer at least two "Class B" liquor licenses to permit sales of alcoholic beverages for on-premises consumption on the Property, subject to Developer's qualification. If Developer is unable to transfer a license from another municipality, the City shall reserve licenses for Developer (which may be Reserve "Class B" licenses), such that licenses remain available for Developer within the City's municipal quota regardless of the date on which Developer completes development of the Property and opens for business to the general public.

(d) No Opposition Before Other Government Bodies. The City shall not oppose Developer in obtaining any necessary governmental approvals from other governmental bodies with jurisdiction over the Property, including but not limited to the ACOE, USFWS, NPS, WDNR, WHS, WPSC, and Sheboygan County.

(e) Reasonable Reviews. All reviews and inspections to be conducted and approvals to be granted by the City's engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City regulations and approved plans.

(f) Sanitary Sewer Service. The City represents and warrants to Developer that the Town of Wilson (the "Town") has installed and maintains 12 inch sanitary sewer mains in River Trails private drive and in Timberlake Road and that either or both of such mains may be extended to serve the Property, consistent with the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region (the "JST Agreement"), as the same may be amended from time to time. Upon the written request of Developer, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines, the City shall obtain all necessary governmental permits to authorize such extensions, and the City shall treat all sewerage therefrom as contemplated in the JST Agreement.

Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code section 122-336, that municipal sanitary sewer will become available to the Property upon completion of boring for Developer's laterals under the Black River and extension of said laterals in a manner and at a time determined to be feasible on an engineering basis by Developer and the City, but that temporary private septic is authorized to serve buildings including rest stations on the Property (and the City shall issue necessary permits therefor) until determined feasible by Developer and the City.

(g) Water Service. The City represents and warrants to Developer that the City has installed and maintains a 12 inch water line at the intersection of CTH KK and Riverdale Drive and that a water line may be extended from CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road. The City shall process and issue any and all

permits and governmental approvals necessary to authorize the Property and adjacent lands being annexed to be connected to such extended water lines, subject to provisions of applicable law and as requested by Developer and other end users. In the event additional water pressure is needed on the Property, the Developer is responsible for all equipment or other installations to provide the additional water pressure to the Property. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code sections 122-14, 122-15, 122-98 and 26-1005, that municipal water service will become available to the Property as extended within CTH KK and as determined feasible by Developer and the City, but that private wells are authorized to serve the Property (and the City shall issue necessary permits therefor), subject to the provisions of City ordinances and as otherwise authorized by the City.

(h) Police, Fire and Emergency Services. Immediately upon adoption of an ordinance to annex the Property to the City, the City shall provide police, fire and other emergency services to the Property.

(i) Town Property Taxes. The Developer shall be financially responsible for reimbursement to the City for any property tax differential for all properties owned by Developer and its affiliates as of the date of this Agreement that must be paid to the Town per the Wisconsin Statutes as a result of the annexation of the Property. The reimbursement shall be paid by the Developer no later than thirty (30) days after the Developer has received an invoice for such taxes from the City. In addition, Developer agrees to reimburse any owners who were included within but who did not execute the annexation petition described in Section 2 (a) (iii) for increased property taxes levied against their properties arising from the City's mill rate (as opposed to the Town's mill rate) for a period of five years from the date when annexation is final.

4. Developer's Obligations. If Developer determines that all conditions under Section 1 above are satisfied and Developer decides to construct the improvements generally depicted on the Site Plan, Developer shall undertake the following obligations, at Developer's sole cost and expense:

(a) Stormwater Management. In connection with developing the improvements generally depicted on the Site Plan, Developer shall design and construct related stormwater facilities on the Property as reasonably necessary to drain and manage the stormwater to be generated on the Property. Developer and the City shall cooperate to obtain any necessary government approvals relating to the management of stormwater generated on the Property and to cause all stormwater management facilities to comply with applicable government regulations.

(b) Sanitary Sewer. In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City to design extensions of the existing sanitary sewer lines (i) east from River Trail private drive and/or (ii) west and then south from Timberlake Road as deemed necessary by Developer to service the Property, provided, however, that Developer shall have the option of servicing improvements to be developed on the Property (including buildings and rest stations) with Developer's temporary private septic system until such time as municipal sanitary sewer will become available to the Property, as set forth in paragraph (3)(f) of this Agreement, and consistent with the provisions of Article VI, Division 4 of Chapter 122 of the Sheboygan Municipal Code. Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate sanitary sewer lines. Developer agrees to pay a fee of \$1,000 for each new connection to municipal sanitary sewers from the Property, provided that the \$1,000 per connection fee per structure shall be the only fee or charge for connection of the Property to municipal sewer lines and no other fee (inclusive of tap and lateral connection fees) shall be due under City Code section 122-196 or otherwise.

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") to design and extend a new water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City. However, Developer agrees to connect its proposed improvements on the Property, including the clubhouse, irrigation system, maintenance building and cart building to municipal water service within three years of development, and the terms of such connection shall be a condition to any conditional use permit for an 18-hole championship golf course on the Property.

(ii) Developer agrees that it shall reimburse the equivalent third party costs of extending an 8-inch water main south from Riverdale Drive to Beach Park Road. The Utility reserves the right to determine the actual pipe size of the water main and pay any differential cost between the 8-inch and actual water main pipe size. Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. City shall, for a period of 20 years after installation of that portion of the water main extension from Riverdale Drive to Beach Park Road, reimburse the Developer for any connection fees paid by benefitting Town property owners, less

the actual cost on a per-foot basis incurred by the City and not paid by the Developer of installing any portion of the extension past the parcel owned by the benefitting Town property owner in either the area to be annexed and in areas that are annexed in the future.

(iii) Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main from the Property shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the City Municipal Code regarding private well abandonment on the Property. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system within 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. Developer shall, in the design and construction of said laterals, cooperate fully with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.

(d) Traffic. Developer shall provide the City a traffic impact analysis by a consultant approved by the City confirming that no roadway upgrades are required in connection with developing the improvements generally depicted on the Site Plan. The City agrees that Excel Engineering is a consultant acceptable to the City.

(e) Manner of Construction. Any public improvement work shall be subject to review of plans and specifications and periodic inspections by the City's engineers and/or building inspectors to confirm compliance with applicable City regulations and approved plans. The City shall not accept final dedication of any public improvements until the public improvement work described above is complete.

(f) Detailed Plans. Prior to commencement of any vertical improvements on the Property, Developer shall obtain approval of detailed plans from the City's engineer and/or building inspectors, which shall be consistent with the attached Site Plan. The City shall not unreasonably withhold, delay or condition the issuance of any approvals outlined in this section. Contingent upon Developer's discretionary decision to develop the Property, Developer shall construct an 18-hole championship golf course and related improvements consistent with the approved plans described in this subsection.

5. Miscellaneous.

(a) Nondiscrimination. Each party agrees that neither the Property nor any portion thereof shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the development of and construction and operations on the Property shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

(b) Recording Fees. The Developer shall pay to the Sheboygan County Register of Deeds all recording fees due to the recording of this Agreement and any separate dedication instruments and/or grants for easement required hereunder, except as otherwise provided in this Agreement.

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

(d) No Personal Liability. Under no circumstances shall any City Common Council member, officer, official, director, member, partner or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(e) Cost of Litigation and Reimbursement; Indemnification. Developer agrees to reimburse the City's actual costs incurred in connection with the annexation of the Property and adjacent lands, reviewing and approving Developer's plans to develop the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement, up to a cap of \$200,000.00. Said cost shall include the costs of litigation, including expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, Developer's use and operation of the Property, the zoning of the Property and

adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement.

(f) Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, acts of terrorists, strikes, fires, floods, acts of God, inclement weather, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

(g) Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

(h) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent default.

(i) Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below or such other address as may be designated by the party by written notice:

To the City: Susan Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

With a copy to: Charles C. Adams, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

To Developer: James Robinson IV
Senior Vice President - General Counsel
Kohler Co.
444 Highland Drive
Kohler, WI 53044

With a copy to: Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
P.O. Box 2965
Milwaukee, WI 53201-2965

(j) Assignment of Rights. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party. The City hereby consents to Developer's assignment of its rights and obligations under this Agreement to an affiliated entity owned in whole or in part by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

(k) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(l) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(m) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

(n) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. Specifically, this Agreement remains in full effect even if the Developer chooses not to build an 18-hole championship golf course on the Property, or significantly changes its plans for the Property.

(p) Recording of Agreement. This Agreement must be recorded with the Sheboygan County Register of Deeds upon annexation of the Property.

(q) Non-waiver of Statutory Protections by City. Nothing herein shall be interpreted or construed as a waiver by the City of any statutory protections granted to the City, including but not limited to damage limitations, statutory immunities, or other protections of any kind. Developer acknowledges the City is entitled to a notice of claim prior to commencement of any litigation proceeding.

(r) Address. The Property will have a City address assigned at the time a building permit is issued. Developer shall include the City address of the Property in all marketing materials relating to the Property.

(s) Complete Agreement. This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference, reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

(t) Developer Guarantee to City. The parties agree that in no event shall Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Property or any part thereof; provided, however, that as long as Developer continues to seek reimbursements under Section 4(c)(ii), Developer shall not take any action at Open Book, Board of Review, or in Circuit Court to reduce the assessed valuation of the Property to an aggregate assessed value lower than \$9,200,000. The parties further agree that the assessed value of the Property shall be determined consistent with Chapter 70 of the Wisconsin Statutes, and in no event shall the assessed value of the Property be limited to \$9,200,000. This provision shall automatically terminate when Developer ceases to seek reimbursements under Section 4(c)(ii).

(u) Public Access. Subject to applicable regulations and permits and/or agreements with governmental entities and/or other sovereign bodies with jurisdiction over the Property, including the State, ACOE, WDNR, and tribal governments, the Developer will provide appropriate levels of public access to unique ecosystems and to burial mounds on the Property during daylight hours. Such access, if approved by said governmental entities, may include walking trails and interpretive signs.

(v) Public Trust Compliance. Developer agrees that it shall not construct any barriers on the Property to prohibit access to Lake Michigan in violation of Wisconsin's public trust doctrine such that it shall be possible for walkers to traverse adjacent to the shoreline on dry land.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of _____, 2017.

CITY OF SHEBOYGAN

BY _____
Michael J. Vandersteen, Mayor

BY _____
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.

BY _____
Its _____

EXHIBIT A

Description of the Property

LEGAL DESCRIPTION

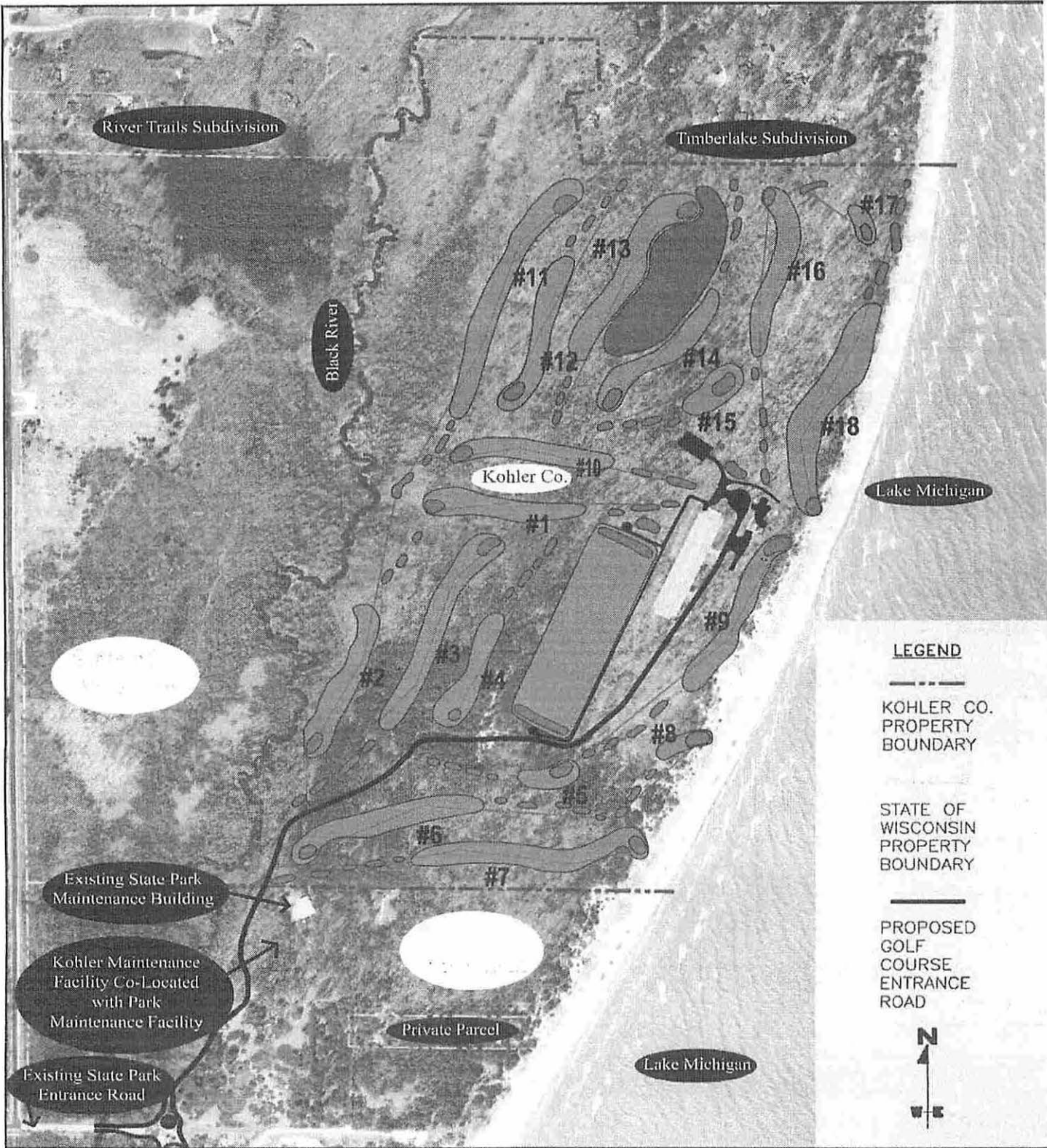
Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey 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 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.

June 9, 2017

EXHIBIT B

Site Plan



VIII

8.4

R. C. No. 51 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred Res. No. 28-17-18 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute the Pre-annexation and Development Agreement; recommends pass the Resolution along with attached updated agreement.

~~Finance & Personnel~~

Res pass with additional amendments to the agmt.

James A. Bohren
[Signature]

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

**PREANNEXATION AND
DEVELOPMENT AGREEMENT**

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the CITY of SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation (the "City") and KOHLER CO., a Wisconsin corporation ("Developer").

RECITALS

The City and Developer acknowledge the following:

A. Developer owns approximately 247 acres of vacant land in the Town of Wilson, Sheboygan County, Wisconsin, bounded by Lake Michigan to the east and Kohler-Andrae State Park to the south and west, as more particularly described on Exhibit A attached hereto (the "Property"). Owner intends to develop, construct and operate an 18-hole championship golf course and related improvements and amenities on the Property, as generally depicted on the site plan attached hereto as Exhibit B (the "Site Plan").

B. The City is a municipal corporation with authority to enter into this Agreement, to adopt annexation ordinances under Wisconsin Statute section 66.0217 and to adopt zoning amendments and issue conditional use permits and site plan review and approvals under Wisconsin Statute section 62.23(7). The Property and adjacent lands are located contiguous to and may be annexed to the City of Sheboygan pursuant to the provisions of Wisconsin Statute section 66.0217.

C. Owner's planned use of the Property is consistent with the City's Comprehensive Plan adopted December 5, 2011 ("Comp Plan") and Zoning Map. The City acknowledges that annexation of the Property and adjacent lands will permit the extension of urban services, is consistent with the Comp Plan and provides lands for needed growth of the City.

D. The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

E. The City desires to assist Developer in developing, constructing and operating improvements and amenities on the Property consistent with the Site

Plan. In this regard, the City intends to grant various governmental approvals benefiting Developer and the Property, subject to the provisions of applicable law, including applicable City ordinances. Necessary governmental approvals include annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities, and issuance of alcohol beverage licenses.

D. The City and Developer agree to perform their respective obligations in connection with the issuance of various necessary governmental approvals and the construction of certain facilities and related improvements on the Property, in accordance with the terms of this Agreement.

AGREEMENTS

Now, therefore, in consideration of the Recitals and the mutual promises set forth below, the City and Developer agree as follows:

1. Conditions.

(a) Governmental Approvals. The parties acknowledge that the City cannot contract away its governmental powers and that certain approvals may require issuance by or cooperation from government bodies external to the City. The parties also acknowledge that, to be able to develop, construct and operate the Property as intended, Developer must obtain all of the governmental approvals described in this Agreement, including but not limited to, annexation, rezoning, conditional use permits, site plan review and approvals, extension of utilities and issuance of alcohol beverage licenses. Subject to applicable City ordinances and other applicable laws, the City shall use its best good faith efforts to grant any necessary governmental approvals on a timely basis. The City also shall cooperate with Developer and all other governmental authorities with jurisdiction over the Property in connection with Developer's pursuit of any necessary approvals, including, but not limited to approvals from the U.S. Army Corps of Engineers ("ACOE"), the U.S. Fish and Wildlife Service "USFWS"), the National Park Service ("NPS"), the Wisconsin Department of Natural Resources ("WDNR"), the Wisconsin State Historical Society ("WHS"), the Wisconsin Public Service Commission ("WPSC") and Sheboygan County.

(b) Acquisition of Property Rights. The parties acknowledge that Developer must acquire certain easement rights appurtenant to the Property in order to develop, construct and operate improvements on the Property consistent with the Site Plan. Accordingly, all rights and obligations under this Agreement are contingent upon Developer's acquisition of necessary easement rights on terms acceptable to Developer, including but not limited to, an access easement from WDNR.

(c) Time of the Essence. The City and Developer recognize that time is of the essence and agree to use commercially reasonable efforts to satisfy all of the conditions under this Agreement in a timely manner.

(d) General Outline. The parties intend that this Agreement will serve as a general outline governing the improvements described herein. Final plans for any public improvements shall be, subject to confirmation by Developer and the City's engineer of compliance with Developer's intended development plans, as generally noted on the Site Plan and applicable City standards. Any construction of the public improvements described herein shall commence only after Developer has given notification to the City in writing that Developer intends to commence construction and after satisfaction of all applicable conditions of this Agreement.

(e) No Covenant to Construct or Operate. Developer shall have no obligation to construct the improvements described herein. The parties acknowledge that the improvements are only necessary if Developer proceeds to develop the Property consistent with the Site Plan. The parties acknowledge that Developer has no obligation to construct, open or operate an 18-hole championship golf course and related improvements and amenities or any other improvements on the Property.

2. Representations and Warranties.

(a) Representations and Warranties of Developer. Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and upon which the City may rely in granting approvals, permits and licenses for the Property:

(i) Developer is a duly organized and existing corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer.

(iii) Developer has circulated and executed petitions to annex the Property and adjacent lands to the City voluntarily and of its own accord. Developer seeks annexation to obtain more reliable fire and emergency services to the Property as well as to make municipal water services available at the Property. The City has not required annexation of the Property or adjacent lands, and in no way has the City influenced or induced Developer to annex the Property and/or adjacent lands to the City.

(b) Representations and Warranties of the City. The City makes the following representations and warranties which Developer may rely upon in entering into this Agreement and in developing the Property:

(i) The City is a duly organized and existing municipal corporation under the laws of the State of Wisconsin.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City.

(iii) The City has a present and demonstrable need for annexation of the Property and adjacent lands to extend urban services, promote development consistent with the City's Comp Plan, make available lands for needed growth of the City and otherwise promote the general welfare.

(iv) SR-5 Suburban Residential District zoning, together with an outdoor institutional conditional use permit including site plan approval intended to be issued for the Property, will permit the development, construction and operation on the Property of an 18-hole championship golf course and the other improvements and amenities generally depicted on the Site Plan. Upon issuance of those governmental approvals described in Section 1(a) above, Developer will have vested rights to develop, construct and operate the 18-hole championship golf course and all ancillary uses and additional uses permitted in the SR-5 Suburban Residential District.

3. City Obligations. Subject to the contingencies set forth in Section 1 above, the City shall be obligated as follows:

(a) Annexation. The City shall consider adoption of an ordinance annexing the Property and adjacent lands as presented by Developer. The City hereby acknowledges and agrees that the City's Comp Plan and the Economic Impact Study prepared by S.B. Friedman and Company dated May, 2017 and submitted by Developer support findings that annexation of the Property to the City serves the public interest and promotes and enhances the general welfare of the City and its citizens.

(b) Rezoning, Conditional Use Permit including Site Plan Review and Approval. The City shall consider rezoning the Property to SR-5 Suburban Residential District. Upon submittal of detailed plans by Developer, the City also shall consider issuing a conditional use permit for an 18-hole championship golf course, all related improvements and all ancillary uses as an "outdoor institutional" use including the site plan for such use and all related improvements and amenities.

(c) Licenses. The City shall consider granting and issuing to Developer at least two "Class B" liquor licenses to permit sales of alcoholic beverages for on-premises consumption on the Property, subject to Developer's qualification. If Developer is unable to transfer a license from another municipality, the City shall reserve licenses for Developer (which may be Reserve "Class B" licenses), such that licenses remain available for Developer within the City's municipal quota regardless of the date on which Developer completes development of the Property and opens for business to the general public.

(d) Cooperation with Other Government Bodies. The City shall cooperate with and assist Developer in obtaining any necessary governmental approvals from other governmental bodies with jurisdiction over the Property, including but not limited to the ACOE, USFWS, NPS, WDNR, WHS, WPSC, and Sheboygan County.

(e) Reasonable Reviews. All reviews and inspections to be conducted and approvals to be granted by the City's engineers and/or building inspectors shall be prompt and shall extend only to reasonable confirmation of compliance with applicable City regulations and approved plans.

(f) Sanitary Sewer Service. The City represents and warrants to Developer that the Town of Wilson (the "Town") has installed and maintains 12 inch sanitary sewer mains in River Trails private drive and in Timberlake Road and that either or both of such mains may be extended to serve the Property, consistent with the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region (the "JST Agreement"), as the same may be amended from time to time. Upon the written request of Developer, the City shall cause the Town to permit the Property to be connected to Town sanitary sewer lines, the City shall obtain all necessary governmental permits to authorize such extensions, and the City shall treat all sewerage therefrom as contemplated in the JST Agreement. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code section 122-336, that municipal sanitary sewer will become available to the Property upon completion of boring under the Black River and extension of laterals in a manner and at a time determined to be feasible on an engineering basis by Developer and the City, but that temporary private septic is authorized to serve buildings including rest stations on the Property (and the City shall issue necessary permits therefor) until determined feasible by Developer and the City.

(g) Water Service. The City represents and warrants to Developer that the City has installed and maintains a 12 inch water line at the intersection of CTH KK and Riverdale Drive and that a water line may be extended from CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road. The City shall process and issue any and all

permits and governmental approvals necessary to authorize the Property and adjacent lands being annexed to be connected to such extended water lines, subject to provisions of applicable law and as requested by Developer and other end users. In the event additional water pressure is needed on the Property, the Developer is responsible for all equipment or other installations to provide the additional water pressure to the Property. Notwithstanding anything herein to the contrary, the City expressly acknowledges, consistent with City Code sections 122-14, 122-15, 122-98 and 26-1005, that municipal water service will become available to the Property as extended within CTH KK and as determined feasible by Developer and the City, but that private wells are authorized to serve the Property (and the City shall issue necessary permits therefor), subject to the provisions of City ordinances and as otherwise authorized by the City.

(h) Police, Fire and Emergency Services. Immediately upon adoption of an ordinance to annex the Property to the City, the City shall provide police, fire and other emergency services to the Property.

(i) Town Property Taxes. The Developer shall be financially responsible for reimbursement to the City for any property tax differential for all properties owned by Developer and its affiliates as of the date of this Agreement that must be paid to the Town per the Wisconsin Statutes as a result of the annexation of the Property. The reimbursement shall be paid by the Developer no later than thirty (30) days after the Developer has received an invoice for such taxes from the City.

4. Developer's Obligations. If Developer determines that all conditions under Section 1 above are satisfied and Developer decides to construct the improvements generally depicted on the Site Plan, Developer shall undertake the following obligations, at Developer's sole cost and expense:

(a) Stormwater Management. In connection with developing the improvements generally depicted on the Site Plan, Developer shall design and construct related stormwater facilities on the Property as reasonably necessary to drain and manage the stormwater to be generated on the Property. Developer and the City shall cooperate to obtain any necessary government approvals relating to the management of stormwater generated on the Property and to cause all stormwater management facilities to comply with applicable government regulations.

(b) Sanitary Sewer. In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City to design extensions of the existing sanitary sewer lines (i) east from River Trail private drive and/or (ii) west and then south from Timberlake Road as deemed necessary by Developer to service the Property, provided, however, that

Developer shall have the option of servicing improvements to be developed on the Property (including buildings and rest stations) with Developer's temporary private septic system until such time as municipal sanitary sewer will become available to the Property, as set forth in paragraph (3)(f) of this Agreement, and consistent with the provisions of Article VI, Division 4 of Chapter 122 of the Sheboygan Municipal Code. Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate sanitary sewer lines. Developer agrees to pay a fee of \$1,000 for each new connection to municipal sanitary sewers from the Property, provided that the \$1,000 per connection fee per structure shall be the only fee or charge for connection of the Property to municipal sewer lines and no other fee (inclusive of tap and lateral connection fees) shall be due under City Code section 122-196 or otherwise.

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") to design and extend a new water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to Beach Park Road as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City. However, Developer agrees to connect its proposed improvements on the Property, including the clubhouse, irrigation system, maintenance building and cart building to municipal water service within three years of development, and the terms of such connection shall be a condition to any conditional use permit for an 18-hole championship golf course on the Property.

(ii) City agrees that it shall not directly charge Developer for the costs to design and extend that portion of the new water main from its current terminus at Riverdale Drive to Stahl Road. Developer agrees that it shall reimburse the equivalent third party costs of extending an 8-inch water main south from Stahl Road to Beach Park Road. The Utility reserves the right to determine the actual pipe size of the water main and pay any differential cost between the 8-inch and actual water main pipe size. Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. City shall, for a period of 20 years after installation of that portion of the water main extension from Stahl Road to Beach Park Road, reimburse the Developer for any connection fees paid by benefitting Town property owners, less the actual cost on a per-foot basis incurred by the City and not paid by the Developer of installing any portion of the extension past the parcel

owned by the benefitting Town property owner in either the area to be annexed and in areas that are annexed in the future.

(iii) Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main from the Property shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the City Municipal Code regarding private well abandonment on the Property. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system within 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. Developer shall, in the design and construction of said laterals, cooperate fully with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.

(d) Traffic. Developer shall provide the City a traffic impact analysis by a consultant approved by the City confirming that no roadway upgrades are required in connection with developing the improvements generally depicted on the Site Plan. The City agrees that Excel Engineering is a consultant acceptable to the City.

(e) Manner of Construction. Any public improvement work shall be subject to review of plans and specifications and periodic inspections by the City's engineers and/or building inspectors to confirm compliance with applicable City regulations and approved plans. The City shall not accept final dedication of any public improvements until the public improvement work described above is complete.

(f) Detailed Plans. Prior to commencement of any vertical improvements on the Property, Developer shall obtain approval of detailed plans from the City's engineer and/or building inspectors, which shall be consistent with the attached Site Plan. The City shall not unreasonably withhold, delay or condition the issuance of any approvals outlined in this section. Contingent upon Developer's discretionary decision to develop the Property, Developer shall construct an 18-hole championship golf course and related improvements consistent with the approved plans described in this subsection.

5. Miscellaneous.

(a) Nondiscrimination. Each party agrees that neither the Property nor any portion thereof shall be sold to, leased or used by any party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic

origin or identity, color, gender, religion, marital status, age, handicap or national origin, and that the development of and construction and operations on the Property shall be in compliance with all applicable laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

(b) Recording Fees. The Developer shall pay to the Sheboygan County Register of Deeds all recording fees due to the recording of this Agreement and any separate dedication instruments and/or grants for easement required hereunder, except as otherwise provided in this Agreement.

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

(d) No Personal Liability. Under no circumstances shall any City Common Council member, officer, official, director, member, partner or employee of the City or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(e) Cost of Litigation and Reimbursement; Indemnification. Developer agrees to reimburse the City's actual costs incurred in connection with the annexation of the Property and adjacent lands, reviewing and approving Developer's plans to develop the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement, up to a cap of \$125,000.00. Said cost shall include the costs of litigation, including expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, Developer's use and operation of the Property, the zoning of the Property and adjacent lands, the issuance of permits and licenses (including but not limited to a conditional use permit) related to the Property, or the terms of this Agreement.

(f) Force Majeure. No party shall be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this

Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, acts of terrorists, strikes, fires, floods, acts of God, inclement weather, or by any other cause not within the control of the party whose performance was interfered with, and which by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

(g) Parties and Interests; Survival of Agreements. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any party.

(h) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies. Failure of a party to enforce any provision contained herein shall not be deemed a waiver of such party's rights to enforce such provision or any other provision in the event of a subsequent default.

(i) Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated below or such other address as may be designated by the party by written notice:

To the City: Susan Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

With a copy to: Charles C. Adams, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081

To Developer: James Robinson IV
Senior Vice President - General Counsel
Kohler Co.
444 Highland Drive
Kohler, WI 53044

With a copy to: Deborah C. Tomczyk
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
P.O. Box 2965
Milwaukee, WI 53201-2965

(j) Assignment of Rights. Neither party shall assign its rights or responsibilities under this Agreement without the prior written consent of the other party. The City hereby consents to Developer's assignment of its rights and obligations under this Agreement to an affiliated entity owned in whole or in part by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

(k) Amendment. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by both parties hereto.

(l) Governing Law. The laws of the State of Wisconsin shall govern this Agreement.

(m) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

(n) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such

circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

(p) Recording of Agreement. This Agreement must be recorded with the Sheboygan County Register of Deeds upon annexation of the Property.

(q) Non-waiver of Statutory Protections by City. Nothing herein shall be interpreted or construed as a waiver by the City of any statutory protections granted to the City, including but not limited to damage limitations, statutory immunities, or other protections of any kind. Developer acknowledges the City is entitled to a notice of claim prior to commencement of any litigation proceeding.

(r) Address. The Property will have a City address assigned at the time a building permit is issued. Developer shall include the City address of the Property in all marketing materials relating to the Property.

(s) Complete Agreement. This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference, reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

IN WITNESS, WHEREOF, the parties have executed this Agreement as of _____, 2017.

CITY OF SHEBOYGAN

BY _____
Michael J. Vandersteen, Mayor

BY _____
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.

BY _____
Its _____

EXHIBIT A

Description of the Property

EXHIBIT B

Site Plan

XI

7.2
8.5
2.6

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

By Alderpersons Bohren and Sorenson.
June 5, 2017.

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

7/17/17 - Wolf motion to hold



111

111

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.

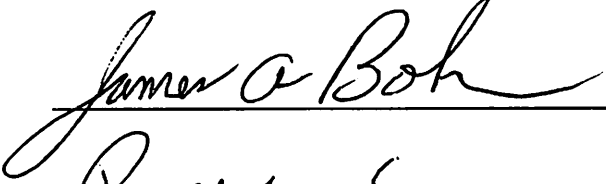
Section 3. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the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

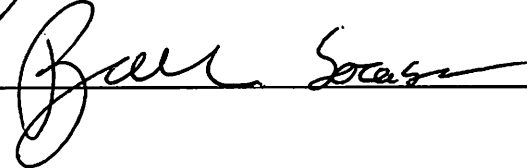
Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

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.





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

~~IV~~

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2.7

R. O. No. 43 - 17 - 18. By CITY PLAN COMMISSION. June 5, 2017.

Your Commission to whom was referred Gen. Ord. No. 04-17-18 by Alderpersons Bohren and Sorenson and R. O. No. 35-17-18 by City Clerk for an application from the Kohler Co. for an establishment of zoning classification of property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, as Class Suburban Residential (SR-5) classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 30, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

Director of Planning and Development

*Lies over
to June 19th*

*Hold to July 17
C.C. mtg*

*Wolf/Draughon 7/17/17 -
motion to hold.*



Gen. Ord. No. 4 - 17 - 18. By Alderpersons Bohren and Sorenson.
May 15, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, to Class Suburban Residential (SR-5) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands being the entire area included in the annexation petition as shown on the attached map received and dated on Monday, May 15, 2017, to Class Suburban Residential (SR-5) Classification:

LEGAL DESCRIPTION

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 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

City Plan



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 $88^{\circ}39'06''$ 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 $89^{\circ}13'44''$ East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North $89^{\circ}13'44''$ West 194 feet more or less from the shore of Lake Michigan; thence South $22^{\circ}12'00''$ West along said meander line 4257.36 feet to a meander corner, said point being North $89^{\circ}02'42''$ West 357 feet more or less from the shore of Lake Michigan; thence North $89^{\circ}02'42''$ West 902.55 feet to a point; thence South $00^{\circ}17'46''$ East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North $89^{\circ}21'46''$ West along said North line 304.57 feet to the Northwest corner of said lands; thence South $00^{\circ}17'46''$ East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South $89^{\circ}21'46''$ East along the South line of said lands 112.12 feet to a point; thence South $00^{\circ}17'46''$ East 455.02 feet to a point; thence South $51^{\circ}00'00''$ West 1201.92 feet to a point; thence South $87^{\circ}57'52''$ West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North $02^{\circ}02'08''$ 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. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James A. Bohren
Bill Sasser

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

Owners

Owner	Mailing Address	Property Tax ID	Average of Parcel	Property Description or Address	Assessed Value	Total Assessed Value
Wilson -- Sheboygan County, LLC	22 East Mifflin Street, Suite 600, P.O. Box 2018, Madison WI 53701-2018	59030468820	0.2	5721 Sherwood Drive	\$ 283,200.00	\$ 283,200.00
Nina Stapel	1202 Stahl Road, Sheboygan WI 53081- 8897	59030455271	2.58	1202 Stahl Road	\$ 230,800.00	\$ 230,800.00
River Trails Owners Association, Inc.	444 Highland Drive, Kohler, WI 53044	59030471211	0.4	River Trails Outlot 1	\$ 1,000.00	\$ 3,876.19
		59030471212	0.15	River Trails Outlot 2	\$ 500.00	
		59030471213	0.15	River Trails Outlot 3	\$ 500.00	
		Part of 59030471214	0.46	River Trails Outlot 4	\$ 876.19	
		59030471215	0.15	River Trails Outlot 5	\$ 1,000.00	
Kohler Co.	444 Highland Drive, Kohler, WI 53044	59030458001	2.4	1131 Zientek Lane	\$ 306,500.00	\$ 3,310,600.00
		59030471226	0.91	River Trails Lot 11	\$ 32,200.00	
		59030471225	0.39	River Trails Lot 10	\$ 17,600.00	
		59030471224	0.36	River Trails Lot 9	\$ 16,400.00	
		59030471216	2.25	River Trails Lot 1	\$ 91,300.00	
		59030458050	10.37	S 1/2 of SE SW, Sec 11, Exc that prt now platted as River Trails	\$ 53,900.00	
		59030458110	3.62	Prt S 1/2 Gov't Lot 4, Sec 11, Com at SW cor SD Lot, th S89 Deg 35'43"E 218" to wly in plat of Timbe	\$ 19,300.00	
		59030458180	26.3	All that prt of N NW, Sec 14, lying E of cen of Black River	\$ 129,800.00	
		59030458160	63	Gov't Lot 1, being NW NE & Pt of NE NE	\$ 815,500.00	
		59030458190	29.7	All that prt of SE NW, Sec 14, lying E of Cen of Black River	\$ 147,300.00	
		59030458170	49.5	Gov't Lot 2, being prt of SW NE & Pt of SE NE	\$ 771,300.00	
		59030458200	78.44	All that prt of Gov't L 3 (being NE SW & Prt NW SE) Sec 14, lying E of Cen of Black River, also all	\$ 909,500.00	
Sheboygan Town and Country Corp.	N7098 Riverwoods Dr., Sheboygan WI 53083-1658	Part of 59030455230	19.89	Stahl Road	\$ 95,472.00	\$ 190,512.00
		Part of 59030454760	19.8	SW NE, Sec 10	\$ 95,040.00	

Kimberley A. Koller as Successor Trustee of the Kurt Koller Living Trust U/A dated August 12, 1996	Kimberley A. Koller as Successor Trustee of the Kurt Koller Living Trust U/A dated August 12, 1996 1513 Devitt Avenue Muscatine, IA 52761	Part of 59030455101	4.86	W 1/2 of E 1/2 of NW SE & W 1/2 of E 1/2 of SW SE, Sec 10, Exc com at SW cor thereof, Th N 264" E	\$ 16,502.64	\$ 37,927.71
		Part of 59030468841	4.61	Sherwood Forest Est. Outlot 1 CSM V21 P102-103 #1753833, being Lots 4-14, prt of Lot 15 & vac she	\$ 21,425.07	
City of Sheboygan	828 Center Avenue, Suite 100, Sheboygan, WI 53081	59030455120			\$ -	\$ -
		Part of 59030455140			\$ -	
John A. Siegworth	1314 Stahl Road, Sheboygan, WI 53081-8896	59030455250			\$ 151,400.00	\$ 159,000.00
		59030455270			\$ 7,600.00	
State of Wisconsin	17 West Main Street, PO Box 7857, Madison, WI 53703-7857	59030458210			\$ -	\$ -
		59030458220			\$ -	
		Part of 59030458230			\$ -	
		Part of 59030458240			\$ -	
		Part of 59030458250			\$ -	
		59030458290			\$ -	
		Part of 590304598270			\$ -	
		Part of 59030458280			\$ -	
		Part of 59030461790			\$ -	
					Percentage of assessed value expected to sign petition:	91%

III

Other Matters

8.6

R. O. No. 35 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting an application from the Kohler Co. to establish the zoning classification of property being the entire area included in the annexation petition as shown on the attached map received and dated May 15, 2017, to Class Suburban Residential (SR-5) Classification.

City Plan

City Clerk

MAP

OFFICE USE ONLY
APPLICATION NO.:
RECEIPT NO.: 170612
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: Kohler Co. PHONE NO.: (414) 298-8331
cto Deborah C. Tomczyk, Runkart Boerner Vandeventer, S.C.
ADDRESS: 1000 N Water Street Suite 1700 E-MAIL: atomczyk@reinhardtllaw.com
Milwaukee, WI 53202
OWNER OF SITE: Kohler CO and others PHONE NO.: (414) 298-8331

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Various see attached spreadsheet
LEGAL DESCRIPTION: see attached

PARCEL NO. See attached MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Town of Wilson P1, A2, A3, R1

PROPOSED ZONING DISTRICT CLASSIFICATION: R-5

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____
Recreational residential, undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____
Recreational, residential

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

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

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

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

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

See written justification

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.

Deborah C Tomczyk, agent 5/15/17
APPLICANT'S SIGNATURE DATE

Deborah C Tomczyk
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.



Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414-298-1000
Fax: 414-298-8097
Toll Free: 800-553-6215
reinhartlaw.com

May 15, 2017

Deborah C. Tomczyk, Esq.
Direct Dial: 414-298-8331
dtomczyk@reinhartlaw.com

PERSONAL DELIVERY AND VIA EMAIL

Steven Sokolowski,
Manager of Planning & Zoning
City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

Dear Mr. Sokolowski:

As you may know, Kohler Co. has submitted a petition to annex territory to the City of Sheboygan. A copy of that petition is enclosed for your reference. Simultaneously with the City considering annexation of the territory, Kohler respectfully requests the City to consider rezoning of the territory, under Wisconsin Statute section 62.23(7)(d) and City Code section 15.903, to SR-5 Suburban Residential-5 District.

To facilitate the rezoning process, Kohler, is submitting the following materials:

- (1) A check in the amount of \$200 for the zoning map amendment application fee;
- (2) A map depicting the territory to be rezoned and all other lands within 100 feet of the boundaries of such territory at a scale of one inch equals 800 feet, including lot dimensions, a graphic scale and a north arrow;
- (3) A list of the names and addresses of the owners of all lands on the map;
- (4) The City's land use map of the area; and
- (5) Kohler's written justification for the zoning map amendment.

Please feel free to contact me with any questions or comments regarding this request. Please also certify the City's acceptance of the completed application and the City's schedule for processing this request at your earliest convenience. Thank you.

Yours very truly,


Deborah C. Tomczyk

36046725

Steve Sokolowski,
Manager of Planning & Zoning
May 15, 2017
Page 2

Encs.

cc: Mr. Charles Adams (by email)
Mr. Darrell Hofland (by email)

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 170612

License No: 0000

Date: 05/15/2017

Received By: MMD

Received From: KOHLER COMPANY

Memo: REZONE OF TOWN OF WILSON PROPERTIES

Method of Payment: \$200.00 Check No. 434633

Total Received: \$200.00

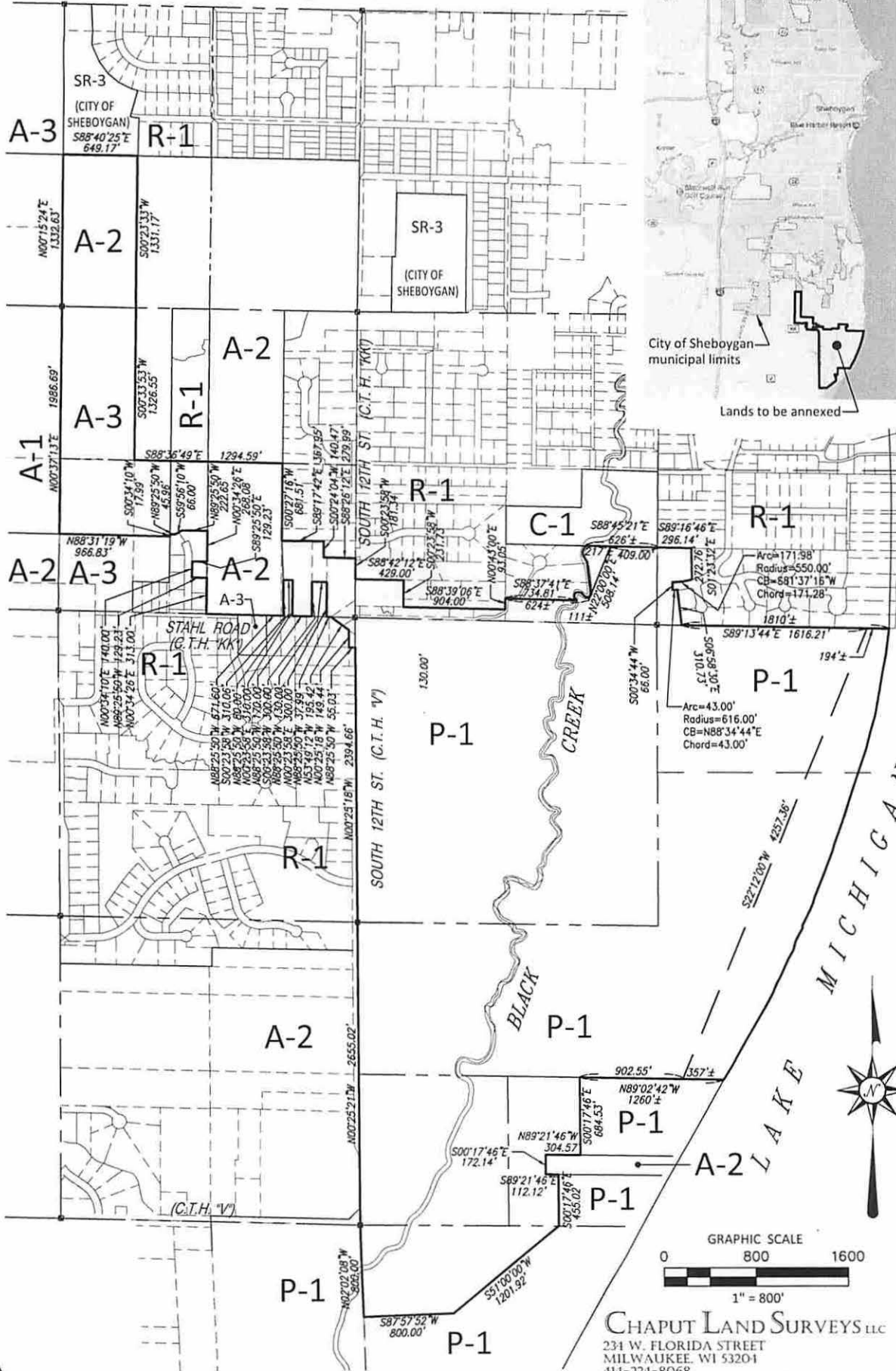
<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

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

ZONING EXHIBIT

SITE LOCATION

Situated in the Town of Wilson, Sheboygan County, Wisconsin. DATE: April 17, 2017



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53201
 414-224-8068
 www.chaputlandsurveys.com Drawing No. 2243-grb

Anthony A. and
Tasha M. Benzschawel
1651 Riverdale Avenue
Sheboygan, WI 53081-5420

Leon and See Lee
1641 Riverdale Avenue
Sheboygan, WI 53081-8045

Carl L. Meggers
1633 Riverdale Avenue
Sheboygan, WI 53081-8045

Edward T. and Melissa M. Huberty
1625 Riverdale Avenue
Sheboygan, WI 53081-8045

Longo Trust and James L. Longo
4924 South 16th Street
Sheboygan, WI 53091-8036

Sheboygan Town and Country Corp.
5008 South 12th Street
Sheboygan, WI 53081

Sheboygan Town and Country Corp.
W1943 County Road J
Sheboygan, WI 53081-1606

Sheboygan Town and Country Corp.
Guy A. Miller, Registered Agent
N7098 Riverwoods Drive
Sheboygan, WI 53083-1658

Benjamin D. and Abby R. Darkow
5598 Indian Mound Circle
Sheboygan, WI 53081-8000

Henry Leo and Marian G. Krimmel
5600 Indian Mound Circle
Sheboygan, WI 53081-8000

John D. Dobroski and
Stephanie Netzel
5624 South 12th Street
Sheboygan, WI 53081

John D. Dobroski and
Stephanie Netzel
3330 N. 51st Boulevard
Milwaukee, WI 53216-3238

Otis E. Kiehl
5704 South 12th Street
Sheboygan, WI 53081-9448

Kristine M. and Jimmie L. Newell
5702 South 12th Street
Sheboygan, WI 53081-9448

Lawrence R. and Judith L. Rammer
5706 South 12th Street
Sheboygan, WI 53081-9448

Fred J. Goebel
5728 South 12th Street
Sheboygan, WI 53081-9448

Brenda G. Ploetz
1173 Arboleda Lane
Sheboygan, WI 53081-9409

Esteban R. and Judith C. Guevara
1149 Arboleda Lane
Sheboygan, WI 53081-9409

Robert C. Smith, Jr.
1025 Zientek Lane
Sheboygan, WI 53081-8558

Khris A. Zimmerman and
Darlene M. Krutke
5827 South 12th Street
Sheboygan, WI 53081-9448

Ellen R. Ludwig
838 River Trails
Sheboygan, WI 53081-9122

Kohler Co.
Herbert V. Kohler, Jr.,
Registered Agent
444 Highland Drive
Kohler, WI 53044-1515

Town of Wilson
5935 South Business Drive
Sheboygan, WI 53081-8930

Juergen Behm
5650 Evergreen Drive
Sheboygan, WI 53081-8736

Larry A. and Constance C. Mulder
422 Timberlake Road
Sheboygan, WI 53081-8746

Robert A. and
Anne Marie Schroeder
431 Timberlake Road
Sheboygan, WI 53081-8724

Scott M. and Marcia G. Schreiber
423 Timberlake Road
Sheboygan, WI 53081-8724

Lisberg Trust and Kenneth J. and
Deborah A. Lisberg
415 Timberlake Road
Sheboygan, WI 53081-8724

Pamela S. Johnson
321 Timberlake Road
Sheboygan, WI 53081-8725

Kristofer R. and Nicole M. Schuette
313 Timberlake Road
Sheboygan, WI 53081-8725

John Gilipsky and Laura Lex
219 Timberlake Road
Sheboygan, WI 53081-8726

David K. and Jean M. Dedianous
211 Timberlake Road
Sheboygan, WI 53081

David K. and Jean M. Dedianous
2703 Green Haze Avenue
Mt. Pleasant, WI 53406-1903

David and Kelly L. Kovacic
115 Timberlake Road
Sheboygan, WI 53081-8727

Sherman D. and Mary G. Laviolette
101 Timberlake Road
Sheboygan, WI 53081-8727

Jane S. Mueller
610 Beach Park Lane
Sheboygan, WI 53081

Jane S. Mueller
5756 West Higgins Avenue, #1A
Chicago, IL 60630-2033

State of Wisconsin
Attorney General, Brad Schimel
17 West Main Street
PO Box 7857
Madison, WI 53703-7857

Timothy T. Hoerz
3407 Northcrest Drive
Killeen, TX 76543-2809

Richard Benninghaus
6922 South 12th Street
Sheboygan, WI 53081-9443

Mary Ann Sommer
6808 South 12th Street
Sheboygan, WI 53081-9443

Mary Ann Sommer
6808 South 12th Street
Sheboygan, WI 53081-9443

Ricky J. Vandervaart
6666 South 12th Street
Sheboygan, WI 53081-9443

Mark W. and Lori L. Peterson
6624 South 12th Street
Sheboygan, WI 53081-9443

Tommy T. and Mai H. Lee
1216 Terry Andrae Avenue
Sheboygan, WI 53081-8880

Travis J. Hill and Nicole M. Ramirez
6336 South 12th Street
Sheboygan, WI 53081-9404

Ashley A. Kohlhagen
6324 South 12th Street
Sheboygan, WI 53081-9404

Kathleen J. Doyle Hanke
6230 South 12th Street
Sheboygan, WI 53081-9403

Keith J. and Bonnie L. Kraemer
6310 South 12th Street
Sheboygan, WI 53081-9404

Lawrence Arlie Earle
6226 South 12th Street
Sheboygan, WI 53081-9403

Julia L. Grandlic
6226 South 12th Street
Sheboygan, WI 53081-9403

Julia L. Grandlic
6226 South 12th Street
Sheboygan, WI 53081-9403

Kerry P. Zimmerman
6148 South 12th Street
Sheboygan, WI 53081-9402

Beth A. Friedl
6122 South 12th Street
Sheboygan, WI 53081-9402

Gary A. and Pamela S. Hylander
6112 South 12th Street
Sheboygan, WI 53081-9402

David J. and Lois A. Otten
6102 South 12th Street
Sheboygan, WI 53081-9402

Ronald J. Hartmann
6034 South 12th Street
Sheboygan, WI 53081-9439

Donald W. Faucher
6024 South 12th Street
Sheboygan, WI 53081-9439

Andrew J. Zeier
6014 South 12th Street Sheboygan,
WI 53081-9439

Timothy J. and Sheryl L. Sirianni
6004 South 12th Street
Sheboygan, WI 53081-9439

Michael K. and Kelly A. Ray
5930 South 12th Street
Sheboygan, WI 53081-9400

Anne Y. Ahnert
5924 South 12th Street
Sheboygan, WI 53081-9400

John and Janet Stone
1207 Stahl Road
Sheboygan, WI 53081-8897

Michael D. and Patricia B. Mentink
1230 Stahl Road
Sheboygan, WI 53081-8897

Daniel S. and Kristin L. Murphy
1215 Stahl Road
Sheboygan, WI 53081-8897

Gerald and Mary T. Deamico
1301 Stahl Road
Sheboygan, WI 53081-8896

Beau M. and Jennifer L. Stricker
1309 Stahl Road
Sheboygan, WI 53081-8896

Robert C. and Linda A. Kober
1324 Stahl Road
Sheboygan, WI 53081

Robert C. and Linda A. Kober
3836 Stahl Road
Sheboygan, WI 53081-8943

Leon R. and Carol J. Kaat
1323 Stahl Road
Sheboygan, WI 53081-8896

Joseph G. Mock, Jr. and
Yvonne J. Mock
1339 Stahl Road
Sheboygan, WI 53081-8896

Gina B. Immig
1409 Stahl Road
Sheboygan, WI 53081-8895

Gregory L. and Ellen M. Wells
1509 Stahl Road
Sheboygan, WI 53081-8894

Richard L. and Mary L. Leonhard
5749 Sherwood Drive Sheboygan,
WI 53081-8884

Todd W. and Lisa L. Priebe
5735 Sherwood Drive
Sheboygan, WI 53081-8884

Andrew G. Schrank
5701 Sherwood Drive
Sheboygan, WI 53081-8884

Personal Representative of Estate
of Kurt D. Koller - Gary A. Koller
412 Norwood Drive
Francis Creek, WI 54214

Spencer M. Lorier
1622 Stahl Road
Sheboygan, WI 53081-8893

Kevin J. Wagner and
Laura J. Gryglewski
1628 Stahl Road
Sheboygan, WI 53081-8893

David B. Kuehl
1634 Stahl Road
Sheboygan, WI 53081-8893

Ruth M. Voskuil
1638 Stahl Road
Sheboygan, WI 53081-8893

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

David L. Gartman LLC
5509 Moenning Road
Sheboygan, WI 53081-8510

Larry J. Pearce and Helen S. Cordell
4809 Moenning Road
Sheboygan, WI 53081-8506

Daniel David and Lisa Marie Casper
1681 Riverdale Avenue
Sheboygan, WI 53081-8045

Jean A. Steele
5728 Sherwood Drive
Sheboygan, WI 53081-8884

Jerry J. and Jaclyn M. Slavens
5712 Sherwood Drive
Sheboygan, WI 53081-8884

Bradley J. Brassler
1607 Stahl Road
Sheboygan, WI 53081-8893

Timothy J. and Linda M. Rakun
5820 Cart Path Road
Sheboygan, WI 53081-9121

Jeffrey P. and Deborah K. Cole
5733 South 12th Street
Sheboygan, WI 53081-9448

James K. and Susan C. Johnson
1011 Zientek Lane
Sheboygan, WI 53081-8558

Donald R. and
Barbara B. Anderson
939 Zientek Lane
Sheboygan, WI 53081-8557

Wilson--Sheboygan County, LLC
5721 Sherwood Drive
Sheboygan, WI 53081-8884

Wilson--Sheboygan County, LLC
909 North 8th Street, Suite 115
Sheboygan, WI 53081-4056

Wilson--Sheboygan County, LLC
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018

John Siegworth
1314 Stahl Road
Sheboygan, WI 53081-8896

Nina Stapel
1202 Stahl Road
Sheboygan, WI 53081-8897

Timothy D. Adams
1131 Zientek Lane
Sheboygan, WI 53081-8513

River Trails Owners Association Inc.
795 Woodlake Road, Suite B
Kohler, WI 53044-1315

River Trails Owners Association, Inc.
Kathleen Van Wyk,
Registered Agent,
c/o Kohler Co.
444 Highland Drive
Kohler, WI 53044

WRITTEN JUSTIFICATION FOR AMENDING
THE CITY OF SHEBOYGAN, WISCONSIN'S
OFFICIAL ZONING MAP

Kohler Co. ("Kohler"), being an owner of real property in the land subject to this application, provides this written justification to amend the Official Zoning Map of the City of Sheboygan to the Zoning Administrator to zone lands being considered for annexation as Suburban Residential- 5 (SR-5) district. This territory is currently zoned Park and Recreational District (P-1), Residential District (R-1), Agricultural District (A-2), and Agricultural Transition District (A-3) in the Town of Wilson (the "Town") but must be assigned a City zoning classification if annexed to the City. Rezoning of the lands to SR-5 is appropriate for the reasons outlined below and is consistent with the City Code Section 15.903(4).

1. How does the proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in Section 15.005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Rezoning is consistent with the City of Sheboygan Comprehensive Plan adopted December 5, 2011 (the "Plan"), and promotes the Plan's priorities, key initiatives and five guiding principles.

The Plan's priorities include sustainable economic growth and job creation as well as quality of life within the City. Rezoning will spur sustainable economic growth and job creation. A significant portion of the area to be rezoned is undeveloped and is more easily developed in the City than in the Town. SR-5 zoning permits moderate density, suburban community character residential uses, as well as limited commercial uses by conditional use permit. These uses protect the suburban residential community nature of the area.

The plan's key initiatives range from enhancing the lakefront and riverfront to continuing to provide high quality public services to diversifying the City's housing stock to continuing to advance its tradition of rich arts, cultural facilities and events. Rezoning facilitates economic development and job creation by making significant undeveloped lands available for development. The Plan calls for improving the "Sheboygan" brand, and improving residents' perception of their city, which would be made possible with development of undeveloped lands and bringing existing additional residences into the City's SR-5 district.

The Plan calls for the enhancement of lakefront and riverfront properties to attract new development, appeal to residents, and facilitate a healthy community. Undeveloped lands rezoned to SR-5 are more easily developed in the City than in the Town. Appropriate development is intended to appeal to new and existing residents with an enhanced and more diversified housing stock.

Governmental services to the territory to be rezoned can clearly be better supplied by the City as opposed to the Town. Only the City, not the Town, is able to process sanitary waste from the territory. Sanitary sewer is supplied to the territory pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region providing for processing of waste by the City. The City is able to provide municipal water service and has its own water utility. The Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. The City has well established well-funded emergency services. The Town terminated its contract to obtain private fire services, established a new Town Fire Department just this year and, this month, had six firefighters quit.

According to the Plan, the City seeks to grow its local arts, cultural facilities and events scene by partnering with businesses and the Chamber of Commerce to prepare an inventory of Sheboygan cultural offerings and a consolidated events calendar. Rezoning has the potential to accommodate development that may bring new events to the City and broaden its tax base to expand cultural, arts and events offerings.

The Plan's guiding principles include building a self-sustaining economy, capitalizing on Lake Michigan and cultivating cultural assets. Rezoning the area makes undeveloped lands available for development that would foster sustainable economic growth and job creation in the City. A significant portion of the lands abut Lake Michigan and create opportunities for additional outdoor recreational opportunities. Rezoning has the potential to accommodate development that may bring new events to the City and broaden its tax base to expand cultural, arts and events offerings.

Applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency will remain in place in any areas to be rezoned and will continue to be administered by those agencies.

2. Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

SR-5 zoning for the area subject to rezoning is consistent with the Land Use Maps in the Plan. The factor that has changed is the proposed annexation of such areas from the Town of Wilson to the City of Sheboygan.

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

The proposed zoning amendment zones the lands proposed for annexation consistent with the land uses, land use intensities, and land use impacts contemplated for the area in the Plan.

The Plan's Future Land Use Map for the south region envisions the territory subject to rezoning as a mixed residential district with select areas for park and open space. Existing residences comply with SR-5 zoning and are made conforming (as

opposed to nonconforming) uses by the rezoning. Subject to issuance of conditional use permits, portions of the lands owned by Kohler could be developed for outdoor recreational uses.

The Plan and Sheboygan's Comprehensive Outdoor Recreation Plan covering the years 2016-2010 specify that the area owned by Kohler is reserved for "Public Parks and Open Space", which includes parks and public open space facilities devoted to public golf courses.

[SIGNATURE PAGE FOLLOWS]

Signature of Owner:


Kohler Co.

By: 

Name: Steven J. Cassady

Title: Vice President – Supply Chain and
Operations Support

Signature of Steven J. Cassady, the Vice President – Supply Chain and Operations
Support of Kohler Co. authenticated this 15th day of May, 2017.



Name: Steven Westphal

Title: Lead Attorney, Kohler Co.

Owner's Name and Address:

Kohler Co.

444 Highland Drive

Kohler, WI 53044-1515

Attn: Steven Westphal, Lead Attorney

Phone Number of Owner:

920-803-4890

Agent for Owner:

Deborah C. Tomczyk, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

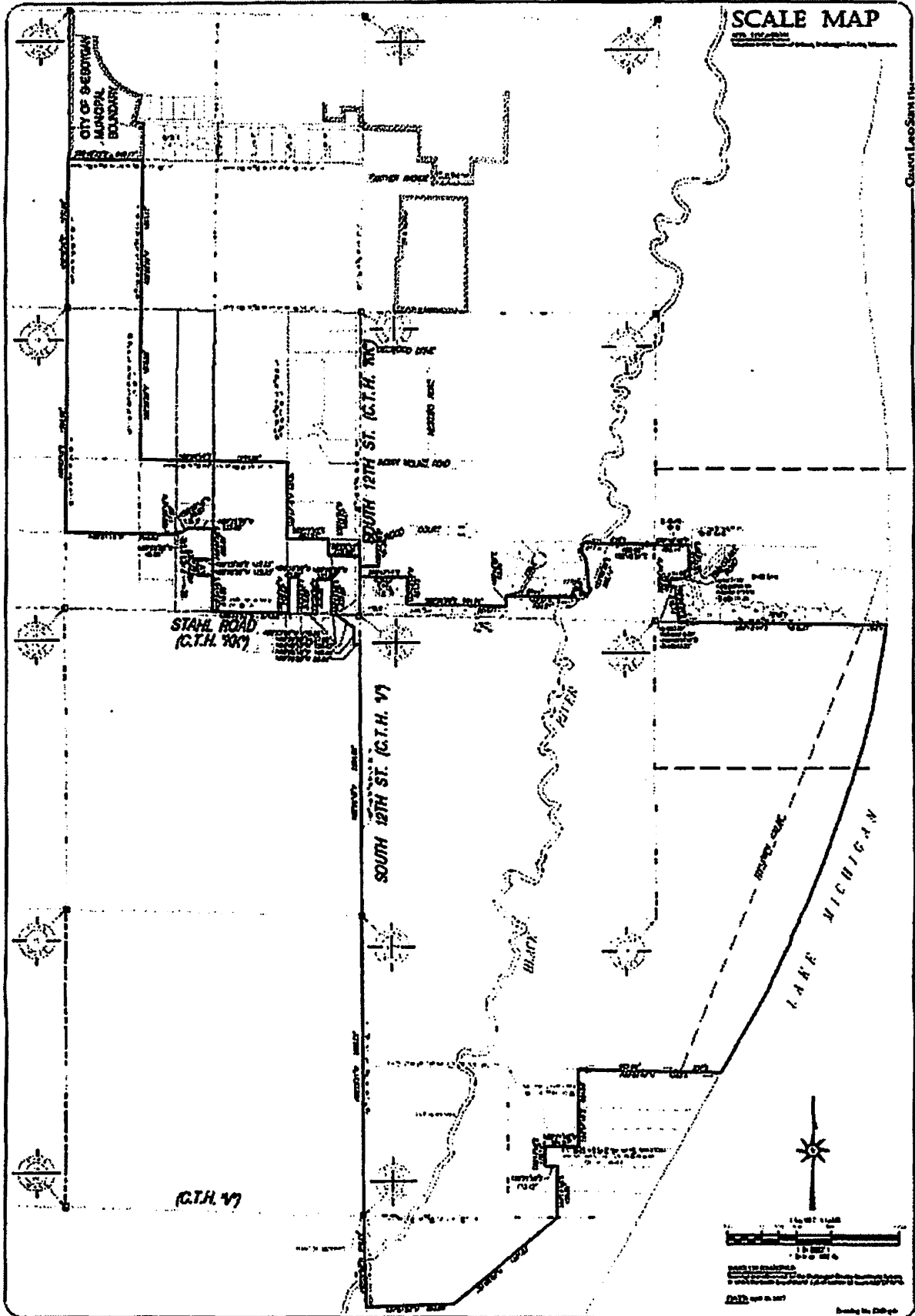
Milwaukee, WI 53202

Phone: 414-298-8331

Email: dtomczyk@reinhartlaw.com

cc City Clerk, Susan Richards - City of Sheboygan
Zoning Administrator, Steven Sokolowski - City of Sheboygan
City Administrator, Darrell Hofland - City of Sheboygan
City Attorney, Charles Adams - City of Sheboygan

SCALE MAP OF THE TERRITORY TO BE ANNEXED



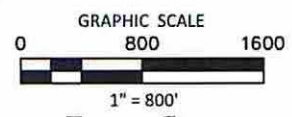
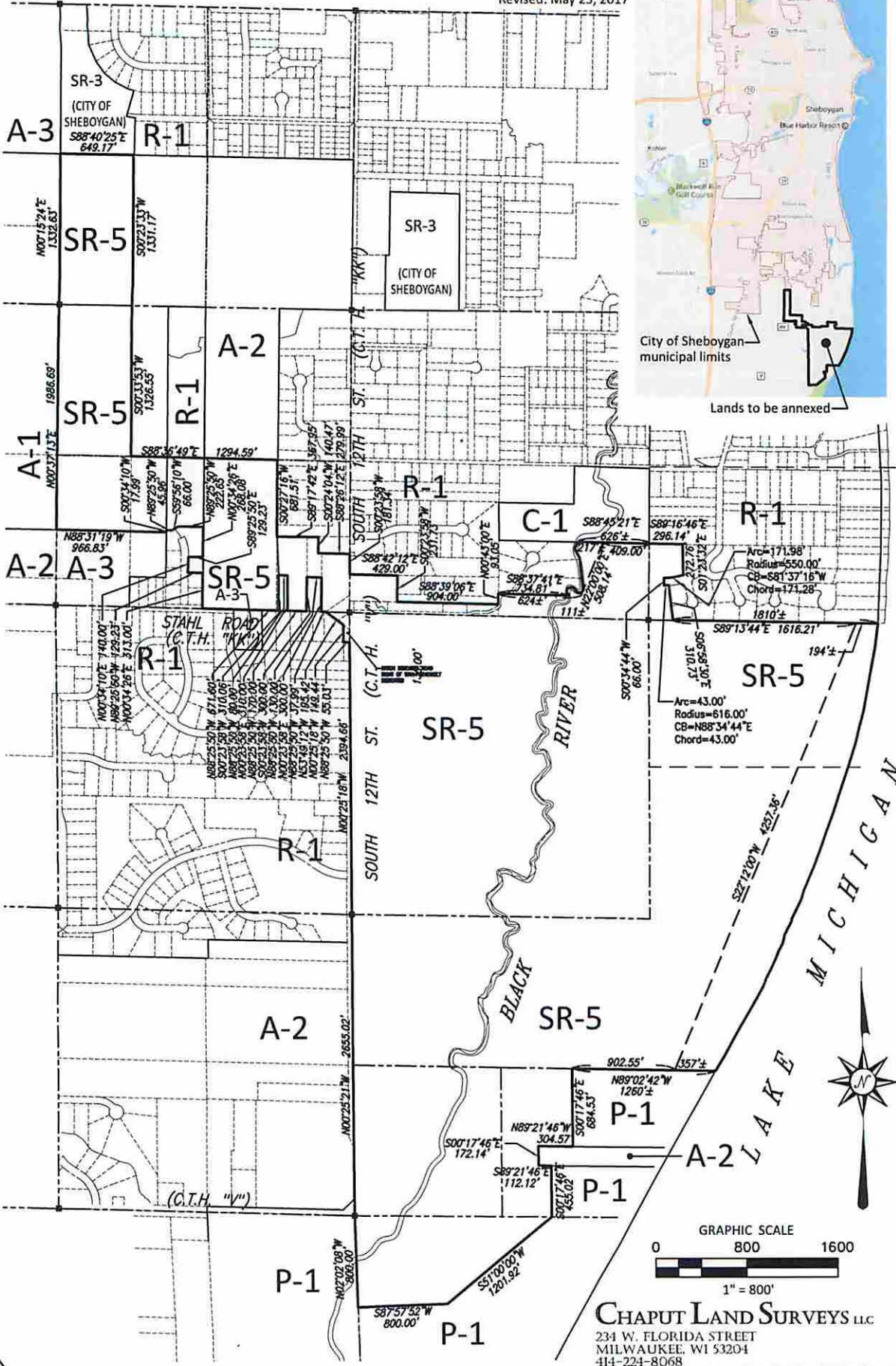
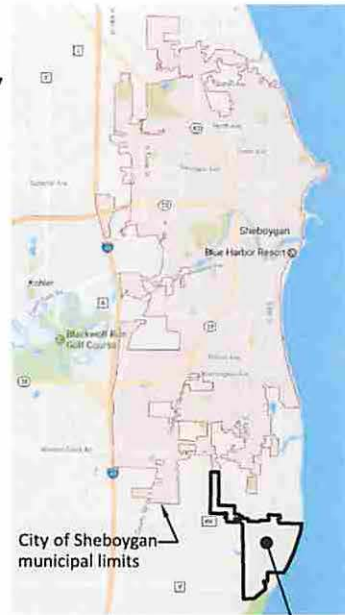
ZONING EXHIBIT

SITE LOCATION

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

DATE: April 17, 2017

Revised: May 25, 2017



CHAPUT LAND SURVEYS LLC
 231 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com Drawing No. 2243-grb

II

UPDATED COPY

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3265	Mike's Home Services	1024 Valley Rd., Plymouth

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - One day event to be held on August 20, 2017. At the Kiwanis Park South Shelter.
3080	Mad Yarn Theater	1202 N. 8 th St. - One day event to be held August 19, 2017. To include the Paradigm Performance Area.

Consent

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting various license applications ALREADY ISSUED.

City Clerk

Temporary Beverage Operator's License

No. Name

Address

1782 Nelson, Kyle A.

1408 Michigan Ave. Apt B

Consent.

II

R. O. No. _____ - 16 - 17. By BOARD OF WATER COMMISSIONERS.
August 7, 2017.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2017.

The water pumpage was down 1.41% from the same period in 2016. 1,133,505,000 gallons were pumped in the second quarter 2017, compared to 1,149,694,000 in 2016.

Year to date Operating Revenue at the end of the second quarter 2017 increased by \$42,725 compared to year to date 2016. The net income for the Utility, as of the end of June, 2017 is \$715,869. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2017:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	10.3
Number of feet of 6 inch water main installed	97.4
Number of feet of 8 inch water main installed	323.4
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	865.6
Number of feet of 16 inch water main installed	953.5
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	1915.0
Number of water main breaks repaired	0
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	27
Number of water main valves installed, repaired, removed, or replaced	26
Number of water service connections installed	8

Details are shown on the attached spreadsheets.

Other Utility Business:

AECOM was engaged for design and construction management work on the new south side elevated water tank project. This tank will complement the aging tank on Gateway Drive and also serve the proposed Business Center expansion.

CDM Smith reached 50% completion of an intake pipeline feasibility project.

Consent

Approximately 30 lead water laterals were replaced on Broadway Avenue using WDNR grant monies.

The Utility held a meeting with NemaK staff to discuss ongoing water usage, which is planned to increase by ten percent in 2018.

The Utility solicited bids for masonry repair on the Taylor Hill reservoir. This project is intended to ensure an additional 25 years of lifetime in the masonry structure.

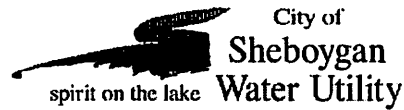
BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Mark Heinz, Secretary

Raymond W. Haen, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report



**Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - June 30, 2017**

<u>Account #</u>		1-Jan-17 to 30-Jun-17	1-Jan-16 to 30-Jun-16	Increase or (Decrease)
	Utility Operating Income			
400	Operating Revenue	3,834,439	3,791,714	42,725
474	Non-operating Grant Revenue	44,248	-	44,248
	Total Revenue	\$ 3,878,687	\$ 3,791,714	\$ 86,973
401	Operating Expenses	1,460,415	1,466,020	(5,605)
474	Non-operating Grant Expense	44,248	-	44,248
402	Maintenance Expenses *	240,824	301,150	(60,326)
403	Depreciation Expenses	713,368	643,941	69,427
403	Taxes	584,903	563,718	21,185
	Total Operating Expenses	\$ 3,043,758	\$ 2,974,829	\$ 68,929
	Utility Operating Income	\$ 834,929	\$ 816,885	\$ 18,044
	Other Income	2,224	2,121	102
419	Interest Earned on Investments	9,894	9,470	424
421	Contributions	-	-	-
828	Other Expense	-	-	-
425	Misc Amortization	12,567	12,567	-
407	Bond Interest Expense	(143,745)	(175,953)	32,209
Net Income		\$ 715,869	\$ 665,090	\$ 50,779



Sheboygan Water Utility
Quarterly Financial Statement June 30, 2017
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	62,423,050	
107 Construction Work in Progress	1,556,034	
111 Accumulated Provision for Depreciation of Utility Plant		19,368,763
125 Bond Redemption Fund	531,643	
129 Appropriated Funds Invested for Plant Expansion & Payables	0	
126 Depreciation Fund	0	
128 Other Special Funds - Net Pension Asset	0	
128 Other Special Funds - Health Ins	0	
130 Other Special Funds - Deferred Outflow Pension	1,123,908	
135 Working Funds	750	
136 Temporary Cash Investments	6,431,407	
142 Customer Accounts Recievable	873,772	
145 Receivables from Municipality	349,267	
154 Materials and Supplies	297,625	
163 Stores Expense	0	
165 Prepayments	15,952	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		38,282,802
221 Long Term Debt Bonds		10,842,033
223 Advances from Municipality		200,615
232 Accounts Payable		29,959
235 Customer Deposits	1,673	
236 Taxes Accrued		1,151,800
237 Interest Payable on Bonds		41,000
242 Misc. Current & Accrued Liab		3,813
251 Bond Premium		43,562
253 Misc Deferred Credits		163,322
263 Other Special Funds Employee Pensions		0
265 Accrued Employee Benefits		497,054
425 Amoritization of Pre 2003 Depreciation		0
280 Net Pension Liability		200,307
285 Deferred Inflow - Pension		423,479
Utility Net Income		715,869
	<u>73,605,081</u>	<u>73,605,081</u>

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
Total Hydrants Abandoned = 0				

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
Weeden Creek Rd. 497' E. of cl of Moening Rd. (N)	10/27/1989	4/19/2017
Weeden Creek Rd. 1087' W. of cl of Idlewild Ln. (N)	10/26/1989	4/19/2017
Weeden Creek Rd. 654' W. of cl of Idlewild Ln. (N)	10/25/1989	4/19/2017
S. 15th St. 120' N. of c.l. of Marvery Rd. (W)		4/19/2017
S. 15th St. 230' S. of cl of Marvery Rd. (W)		4/19/2017
Paine Ave. -375' W. of S. 31st St. (S)	3/15/1991	4/7/2017
Total Hydrants Maintained/Moved = 6		

Water Main Breaks

Location	Date	Main Size (")
Total Water Main Breaks = 0		

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	10.3	
Number of feet of 6 inch water main installed	97.4	
Number of feet of 8 inch water main installed	323.4	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	865.6	
Number of feet of 16 inch water main installed	953.5	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	1915	
Number of water main breaks repaired	0	hydrants
Number of hydrants installed	11	
Number of hydrants removed or abandoned	10	
Number of hydrants maintained or moved	6	valves
Number of street valves installed	13	
Number of hydrant valves installed	6	
Number of street valves removed or abandoned	3	
Number of hydrant valves removed or abandoned	4	
Number of valves maintained	0	
Number of water connections installed	8	

HIGH LIFT DELIVERY QUARTERLY REPORT 2017

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2016	1,031,801,000	\$188,154.76	\$182.36
	2017	1,083,432,000	\$191,834.81	\$177.06
	Percent Difference	5.00%	1.86%	-2.80%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2016	1,149,694,000	\$182,442.74	\$158.69
	2017	1,133,505,000	\$182,633.21	\$161.12
	Percent Difference	-1.41%	0.10%	1.53%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2016	1,305,029,000	\$213,195.35	\$163.36
	2017	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2016	1,100,880,000	\$181,882.56	\$165.22
	2017	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2017				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2016	4,587,384,000	\$765,675.41	\$166.91
	2017	2,216,937,000	\$374,468.02	\$168.91
	Percent Difference	-51.67%	-51.09%	1.20%
YEAR TO DATE : 2017				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2016	4,226,239	\$21,576.67	
	2017	1,988,970	\$21,121.99	
	Percent Difference	-52.94%	-2.11%	
STORM WATER CHARGES	2017	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	15,481,000	June 8, 2017	
	Minimum Pumpage Day	8,250,000	January 2, 2017	

	MG	\$	\$/MG
2016	4,587,384,000	\$765,675.41	\$166.91
2017	2,216,937,000	\$374,468.02	\$168.91

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Sludge disposal costs are not included in \$/MG.

Distribution System -- 2nd Quarter April, May, and June, 2017

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type
Henry St at Ashland Avenue (N)	5/2/2017	12" MJ	ute.	G (vert)
Henry St at Ashland Avenue (NE)	5/2/2017	6" MJ	ute.	G (vert)
Henry St at Ashland Avenue (S)	5/2/2017	12" MJ	ute.	G (vert)
Ashland Avenue at Henry St	5/4/2017	12" MJ	ute.	G (vert)
Pershing Avenue at N. 15th St (E)	5/9/2017	8" MJ	ute.	G (vert)
Pershing Ave at N. 15th St NE	5/10/2017	6" MJ	ute.	G (vert)
Broadway Ave at S. 10th St (N)	6/7/2017	12" MJ	ute.	G (vert)
Broadway Ave at S. 10th St (S)	6/7/2017	12" MJ	ute.	G (vert)
N. 15th Street at Mayflower Ave (N)	6/16/2017	12" MJ	ute.	G (vert)
Mayflower Ave -60' east of N. 15th St	6/19/2017	8" Alpha	ute.	G (vert)
N. 15th Street 305' south Mayflower Ave	6/19/2017	12" ALPHA	ute.	G (vert)
Mayflower Ave at N. 15th St	6/19/2017	6" MJ	ute.	G (vert)
N. 15th Street -300' south of Mayflower Ave	6/19/2017	6" MJ	ute.	G (vert)
Broadway Ave at S. 9th St (NE)	6/30/2017	6" MJ	ute.	G (vert)
Broadway Ave at S. 9th St (W)	6/30/2017	12" MJ	ute.	G (vert)
Broadway Ave at S. 9th St (N)	6/30/2017	8" MJ	ute.	G (vert)
Broadway Ave at S. 9th St (S)	6/30/2017	8" MJ	ute.	G (vert)
Broadway Ave at S. 10th St (NE)	6/30/2017	6" MJ	ute.	G (vert)
Broadway Ave at S. 10th St (W)	6/30/2017	12" MJ	ute.	G (vert)

Total Valves Installed = 19

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Oakland Ave. at S. 17th St. (E)	3/16/1956	4/12/2017	

Total Valves Removed = 1

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
N. 15th St. at Mayflower Ave. (N)	11/10/1980	6/19/2017
Mayflower Ave. at N. 15th St. (E)	11/10/1980	6/19/2017
Calumet Dr. ~200' NW. of North Ave. (NE)		6/21/2017
S. 9th St. at Broadway Ave. (N)		6/30/2017
S. 9th St. at Broadway Ave. (S)	10/8/1917	6/30/2017
Broadway Ave. at S. 10th St. (E)	4/14/1938	6/30/2017

Total Valves Abandoned = 6

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Taylor Hill Reservoir site S. of Kohler Mem. Dr. (underneath) (E)	4/13/2017	7"	y	ute.
S. 27th St. at Fairway Dr. (NE)	4/20/2017	66"	n	ute.
S. 16th St. at Ashland Ave. (NE)	4/25/2017	6"	n	ute.
S. 14th St. at Ashland Ave. (NE)	4/26/2017	6"	n	ute.
Henry Street at Ashland Ave	5/2/2017	7"	y	ute.
Pershing Avenue at N. 15th St (NE)	5/10/2017	7"	y	ute.
Pershing Avenue mid block between N. 15th street and N. 13th Street (N)	5/15/2017	66"	n	ute.
Mayflower Ave at N. 15th St (SE)	6/19/2017	6"	y	ute.
N. 15th Street -300' S of Mayflower Ave	6/19/2017	7"	y	ute.
Broadway Ave at S. 10th St (NE)	6/30/2017	66"	y	PTS
Broadway Ave at S. 9th St (NE)	6/30/2017	66"	y	PTS

Total Hydrants Installed = 11

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Taylor Hill Reservoir site S. of Kohler Mem. Dr. (underneath) (E)		4/16/2017	y
S. 16th St. at Ashland Ave. (NE)		4/18/2017	n
S. 27th St. at Fairway Dr. (NE)	7/6/1955	4/20/2017	n
S. 14th St. at Ashland Ave. (NE)		4/21/2017	n
Pershing Ave. E. of N. 15th St. (N)	10/30/1962	5/10/2017	n
N. 15th St. at Mayflower Ave. (SE)	6/13/2003	6/19/2017	n
N. 15th St. -350' N. of School Ave. (E)	8/2/2013	6/19/2017	y
Calumet Dr. ~200' NW. of North Ave. (NE)	5/5/1983	6/21/2017	y
Broadway Ave. at S.10th St. (NW)	6/18/2015	6/30/2017	n
NW corner of Broadway Ave and S 9th ST	6/18/2015	6/30/2017	y

Total Hydrants Removed = 10

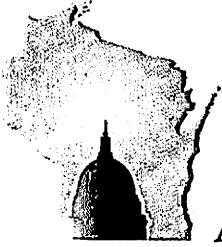
II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Wisconsin Department of Administration indicating the proposed Acuity Annexation had been reviewed and found to be in the public interest.

Consent

City Clerk



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/>

July 20, 2017

PETITION FILE NO. 14030

SUSAN RICHARDS, CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

CATHY CONRAD, CLERK
TOWN OF SHEBOYGAN
1512 N 40TH ST
SHEBOYGAN, WI 53081

Subject: ACUITY ANNEXATION

The proposed annexation submitted to our office on June 30, 2017, has been reviewed and found to be in the public interest. 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...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF SHEBOYGAN**, which is able to provide needed municipal services.

Note: In the legal description for Parcel "C", the bearing of the last course should be shown as N 89deg 33min 20sec E; the parcel area should be shown as 2.2277 acres.

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 include your MBR number 14030 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail 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=2101>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

**Wisconsin Annexation/Attachment/Detachment Ordinance
Filing Checklist and Submittal Form**

Section 1

From:	To:	County	Population	Acres
<input type="checkbox"/> Town <input type="checkbox"/> Village or <input type="checkbox"/> City of:	<input type="checkbox"/> Town <input type="checkbox"/> Village or <input type="checkbox"/> City of:			
<input type="checkbox"/> Town <input type="checkbox"/> Village or <input type="checkbox"/> City of:	<input type="checkbox"/> Town <input type="checkbox"/> Village or <input type="checkbox"/> City of:			

Section 2: Type of Land Transfer

- Type 1 Annexation by Unanimous Approval (s. 66.0217 (2) Wis.Stats.),
One-half Approval (s. 66.0217 (3) (a) Wis.Stats.), or Referendum (s. 66.0217 (3) (b) Wis.Stats.)
- Type 2 Annexation by City or Village Initiated Referendum (s. 66.0219 Wis.Stats.)
- Type 3 Annexation of Town Islands (s. 66.0221 Wis. Stats.)
- Type 4 Annexation of Territory Owned by a City or Village (s. 66.0223 Wis.Stats.)
- Type 5 Detachment (s. 66.0227 Wis. Stats.)
- Type 6 Annexation resulting from judicial stipulations and orders (s. 66.0225 Wis. Stats.)
- Type 7 Annexation or Attachment resulting from s. 66.0301 Wis. Stats. Boundary Agreement
- Type 8 Annexation or Attachment resulting from s. 66.0307 Wis. Stats. Boundary Agreement

	Ordinance Effective Date
--	---------------------------------

	Municipal Boundary Review (MBR) Number assigned when reviewed by DOA: Annexation Petitions by Unanimous or One-Half approval require review by the Wisconsin Department of Administration (DOA) for land in counties having a population greater than 50,000. When requested DOA also reviews annexations in counties having a population less than 50,000.
--	---

Section 3: The following items are required for a complete submission. Check these items if included. If not included, the ordinance will be returned to the submitting municipality to obtain the missing information.

- Map (see next page)
- Complete Legal Description (see next page)
- Parcel Number(s), if available
(if only part of a tax parcel is being transferred, enter the number of that parcel)
- Certification of documents with original signature
- Population: Enter the number of all people living on the transferred land above. If transferring from more than one municipality, enter population for each affected municipality

See the next page if you have questions about the information on this form.

Email scanned copy of required materials (color scan maps with color) to mds@wi.gov

OR Mail one copy of required materials to:
 Wisconsin Department of Administration
 Municipal Boundary Review
 PO Box 1645, Madison WI 53701-1645

Wisconsin Annexation/Attachment/Detachment Ordinance Filing Checklist and Submittal Form

Section 1

- Check Town, Village or City box, enter municipality name and county of the transferred property.
- Enter population and acres of the transferred property being sure to list population that is in each municipality when more than one municipality is involved.

Section 2

- Check the appropriate box for the type of property transfer.
Type 1 transfers are initiated by property owners
Type 2 through 6 transfers are initiated by municipalities.
Type 3 transfers are rarely used. When a lawsuit has been settled by a stipulation and order, or boundary agreements have been adopted by municipalities, Type 1 and Type 6-8 boxes are usually checked.
- Enter the date your municipality approved the ordinance.
- Enter the Municipal Boundary Review (MBR) number if reviewed.

Section 3

- Use the checklist to ensure you have included all of the material our office must have before the ordinance can be accepted.
- If only part of a tax parcel is being transferred, enter the number of that parcel.

THE MAP

The map shall be an *accurate reflection* of the legal description of the parcel being transferred. As such, it must show:

-A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.

-Bearings and distances along all parcel boundaries as described.

-All adjoining as referenced in the description.

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

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

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

THE DESCRIPTION

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

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

The land may NOT be described only by:

- Aliquot part;
- Reference to any other document (plat of survey, deed, etc.);
- Exception or Inclusion;
- Parcel ID or tax number.

608-266-1927 mds@wi.gov <http://mds.wi.gov>

VI

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred R. O. No. 48-17-18 by the City Clerk submitting a clam from Dylan Herman for alleged damages to the tires on his vehicle when he hit a pothole on 19th Street and Ashland Avenue; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.8

R. O. No. 48 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from Dylan Herman for alleged damages to the tires on his vehicle when he hit a pothole on 19th Street and Ashland Avenue.

*Finance
Personnel
deny*

City Clerk

DATE RECEIVED May 31st 2017

RECEIVED BY MD

CLAIM NO. 05-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 31 '17 AM 11:33

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

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

1. Name of Claimant: Dylan Herman

2. Home address of Claimant: 1802 S 24th St Sheboygan, WI 53081

3. Home phone number: 414-510-9613

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) May 29th 2017, evening 6:30 pm

6. Where did damage or injury occur? (give full description) passenger side tires
off vehicle, 19th and Ashland Ave

7. How did damage or injury occur? (give full description) Large deep pothole

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

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

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

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

(a) Public property alleged to be dangerous: I called po dept of city works
after speaking with the city building inspector about location and problem of said
pothole

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

After speaking with city, pothole was filled in.

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

No injuries, popped both tires on passenger side of car

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

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

Auto:	\$	<u>163⁵⁰</u>
Property:	\$	<u> </u>
Personal injury:	\$	<u> </u>
Other: (Specify below	\$	<u> </u>
TOTAL	\$	<u>163⁵⁰</u>

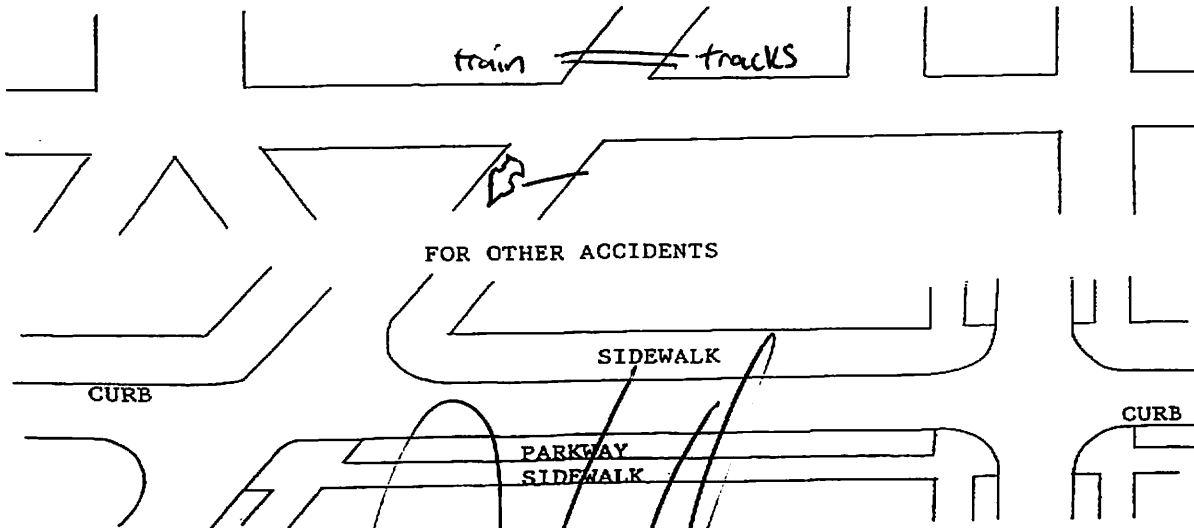
Damaged vehicle (if applicable)

Make: Volvo Model: S70 Year: 1998 Mileage: 85,000

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

DATE May 31st 2017

DATE RECEIVED May 31st 2017

RECEIVED BY MD

CLAIM NO. 05-17

CLAIM

Claimant's Name: Dylan Herman
Claimant's Address: 1802 S 24th
SHEBOYGAN WI 53081
Claimant's Phone No. 414 510 9613

Auto \$ 16350
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 16350

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 16350.

SIGNED [Signature] DATE: 5/31/17
ADDRESS: 1802 S 24th SHEBOYGAN WI 53081

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

See back of receipt for your chance to win \$1000

ID #: 7L0VPLFTJHH

WALMART# 01276
3711 S TAYLOR DR
SHEBOYGAN, WI 53081 US
(920)459-9300



(920.) 459.-.9300
MANAGER, SCOTT, VANSTRATEN
3711 S. TAYLOR, DR.
SHEBOYGAN, WI. 53081
ST# 01276, DP# 003037, TE# 90, TR# 06404
TLE ITEMS FOLLOW
ORDER NUMBER 0048570085019
VALVE STEM 060538862034 3.00.N
AUTO TIRES 074131795976 69.00.N
AUTO TIRES 074131795976 69.00.N
ROT. BAL-LIFE 068113124592 9.00.N
VALVE STEM 060538862034 3.00.N
TIRE FEE 000003700848 1.50.D
LIFE. WHL. BAL. 007874224343 9.00.N
TLE ITEMS COMPLETE
SUBTOTAL 163.50
TOTAL 163.50
CASH TEND 64.00
DEBIT TEND 99.50
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
99.50 TOTAL PURCHASE
US DEBIT *****0552.I.O
REF.# 715000255973
NETWORK.ID. 0056 APPR.CODE 611181

US DEBIT
AID.A0000000980840
TC.A1C4EA27A6C7E95C
*Pin.Verified
TERMINAL.#.SC010791

05/30/17 09:28:52
DUPLICATE RECEIPT
ITEMS SOLD 7
TC# 2342.9245.3296.9747.5421.0
Low Prices. You. Can. Trust. Every. Day.
05/30/17 09:28:58



tion card.

Service Order:



485700 85019

DEL.	COLOR White (Pearl)
AL TIME	SERVICE COMPLETED TIME 2017-05-30 09:27 AM

ion	Service
ressure - Dry Front - CHECKED. 32	0.00
ressure - Pass Front - CHECKED. 32	
Stem - Pass Rear - COMPLETE	
Tire - Pass Rear - COMPLETE	
umber - Pass Rear - M663 LVIR 1517	9.00
ce Accepted - Pass Front - COMPLETE	0.00
ervice Accepted - Pass Rear	0.00
e Tire Accepted - Pass Rear - COMPLETE	1.50
	9.00
	6.00


	Quantity	Unit Price	Merchandise
	2	69.00	138.00
(Excluding Tax & Govt. Fees)			163.50

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

CUSTOMER DECLINED ROAD HAZARD
Technician Comments
DECLINED FLAT REPAIR:HOLE IN SIDEWALL NEED NEW TIRE RIMS BENT AND SCRATCHED PTS. SERVICE ENGINE SOON LIGHT ON PTS DRIVER WINDOW SWITCH BROKEN PTS DRIVER DOOR RIPPED PTS

DISCLAIMER
I authorize the stated service to be completed with the necessary materials. I give permission to operate the vehicle.
UNDERSTAND:
1. Walmart is not responsible for loss damage to the vehicle or items left on it
2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear).
3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear.
An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed.
Driving conditions will affect the safety and performance of my tires.

 05-30-2017
CUSTOMER SIGNATURE DATE

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED
DATE
COMMON TECHNICIAN VARRON 1259
QUALITY CONTROL TECH TUCAS 4133
SERV WRTR GREFFER VICTORIA 3037
THIRD OR TECH VICTORIA 3037
THRE TECHNICIAN VICTORIA 3037

HAVE YOUR LUG NUTS RETORQUED AFTER THE FIRST 50 MILES.

OUR PLEDGE TO YOU

• We will do only the service you authorize. • We will not exceed the estimated cost of services without your permission. • We will, at your request, return your old parts or hold them for your inspection.

LIMITED WORKMANSHIP AND MATERIALS WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart"). This Limited Workmanship and Materials Warranty applies to all tires that are purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Walmart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart and protects the original purchaser from defects in the raw materials or quality of workmanship that require a tire to be removed from service. Wal-Mart stands behind the warranties of the tires that we sell. We do not send tires back to the manufacturer for warranty.

HOW LONG IS THIS LIMITED WARRANTY VALID? Under this limited warranty, tires found to be defective will be covered by this warranty for the life of the tire, as measured by the usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

WHAT IS COVERED BY THIS LIMITED WARRANTY? This Limited Workmanship and Materials Warranty provides additional coverage to tires purchased and installed at Wal-Mart that are "defective," defined as conditions that require a tire to be removed from service due to defects in the raw materials or quality of workmanship. Wal-Mart at its sole discretion will determine whether a tire is defective and is therefore eligible for replacement under this Limited Warranty. Tires that are deemed defective will be replaced free of charge (except for installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the installation cost and any other service charges and applicable taxes and government-mandated charges. In addition, if the defective tire was covered by the Walmart Optional Road Hazard Warranty Coverage for the new tire, you will need to purchase our Optional Road Hazard Warranty coverage on the replacement tire if you wish to continue Road Hazard Warranty Coverage for the new tire. If a tire is deemed eligible for warranty replacement and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free (except for installation cost and applicable taxes and government-mandated charges) or pro-rata replacement IF AND ONLY IF:

- You are the original purchaser of the tires, and the tires have been used only on that vehicle
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to Wal-Mart
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This warranty DOES NOT COVER tires that is damaged or failed due to:

- | | | | |
|-------------------|----------------|---------------------------|---|
| • Improper Repair | • Accident | • Rapid or irregular wear | • Misapplication, racing, under-inflation, over-inflation, or other abuse |
| • Vandalism | • Road hazards | • Excessive abuse | • Racing |
| | | | • Off-road use |
| | | | • Snow chains or studs |
| | | | • Worn mechanical components on the vehicle |

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Limited Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HOW ARE REPLACEMENT CHARGES CALCULATED? If your tire is defective and you have complied with the terms and conditions of this Limited Warranty, Wal-Mart will provide a free replacement tire (except for the tire installation cost and applicable taxes and government-mandated charges) during the first 25% of usable tread or one (1) year, whichever comes first. Tires that are worn beyond the first 25% of usable tread, or are over one (1) year from the date of purchase, will be replaced on a pro-rata basis with comparable new tires based on tread depth remaining, in the form of a Wal-Mart tire credit. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire is deemed defective, you would receive a credit of half the current price of the tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

HOW DO I MAKE A CLAIM UNDER THIS LIMITED WARRANTY? When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at <http://www.walmart.com> and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

CONDITIONS AND EXCLUSIONS. This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

LIMITED TREADWEAR WARRANTY FOR TIRES PURCHASED FROM AND INSTALLED AT WALMART STORES, INC.

1. TIRES COVERED BY THIS WARRANTY. This limited treadwear warranty applies to all tires that have a posted limited treadwear warranty when purchased from Wal-Mart Stores, Inc. ("Wal-Mart") or Walmart.com and installed at Wal-Mart. This warranty is backed by Wal-Mart. This warranty protects the original purchaser from premature tire wear by providing a pro-rata replacement if the tread wears out before reaching the warranted mileage based on your Wal-Mart invoice. The original tread will be considered to be worn down when there are 3/32nds of an inch of tread remaining. If a tire does not reach the warranted mileage prior to becoming worn down to 2/32nds of an inch of tread, and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that wear out before achieving the warranted mileage will be replaced on a pro-rata basis ONLY IF:

- You are the original purchaser of the tires, and the tires have been used only on that vehicle
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires are presented to your local Wal-Mart
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

2. WHAT IS NOT COVERED

This warranty DOES NOT COVER tires that have become unserviceable due to:

- | | | |
|---|--|--|
| • Road hazard injury (e.g., cut, snag, impact damage or puncture) | • Uneven or rapid wear caused by mechanical irregularity in the vehicle such as wheel misalignment | • Flat spotting caused by improper storage, or Brakelock |
| • Improper repair | • Accident, fire, chemical corrosion, tire alteration or vandalism | • Cosmetic ozone or weather cracking |
| • Misapplication, racing, under-inflation, over-inflation, or other abuse | | |

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed
- Tires that have had the tread pattern altered in any manner such as, but not limited to, siping, carving, shaving, or having any material applied to the surface.

3. HOW REPLACEMENT CHARGES ARE CALCULATED. A mileage tire meeting the conditions for pro-rata replacement will be replaced with a comparable new tire based on mileage received, in the form of a Wal-Mart tire credit. Wal-Mart will determine the credit amount by multiplying the percent of mileage received by the then current actual selling price at Wal-Mart. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges. FOR EXAMPLE, if a tire warranted for 40,000 miles wore out after 20,000 miles, you would receive a credit of half the current price of the tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees.

4. WHAT THE CONSUMER MUST DO WHEN MAKING A CLAIM. When making a claim under the terms of this limited warranty, you must present your tires and the vehicle on which the tires were used to Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at www.walmart.com and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

5. CONDITIONS AND EXCLUSIONS. This limited warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

6. CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

(This coverage available with the purchase of the Optional Road Hazard Warranty)

OPTIONAL ROAD HAZARD WARRANTY

Congratulations on your purchase of your new tires from Wal-Mart Stores, Inc. ("Wal-Mart") and the optional Wal-Mart Road Hazard Warranty! This document is your contract. This Road Hazard Warranty is OPTIONAL protection that can be purchased and is ONLY EFFECTIVE WHEN THE ORIGINAL INVOICE IS PRESENTED WITH THIS WARRANTY FORM. This warranty is backed by Wal-Mart Stores, Inc. ("Wal-Mart") and provides coverage to the original purchaser for tire failures due to unforeseen hazards of the road causing flat tires, impact breaks, and non-repairable punctures. **HOW LONG IS THIS OPTIONAL WARRANTY VALID?** Under this optional warranty, tires found to be defective will be covered by this warranty for the life of the tires defined as the duration of usable tread depth. Usable tread depth is defined as the depth of the tread down to the final 2/32nds of an inch. The last 2/32nds is not considered usable tread.

WHAT IS COVERED BY THIS OPTIONAL WARRANTY? This OPTIONAL Road Hazard Warranty provides additional coverage to tires purchased and installed at Wal-Mart against tire failures caused by nails, glass, metal stones and almost anything else that could damage or puncture a tire. The Road Hazard warranty provides protection from tire failures caused by impact breaks and other non-repairable punctures caused by unforeseen hazards of the road. In the event that a tire fails due to an unforeseen road hazard, this warranty provides free (you pay the installation cost and applicable taxes and government-mandated charges) flat repair and pro-rata replacement if the failure is non-repairable. Eligibility for warranty coverage is determined at Wal-Mart's sole discretion. If the tire is eligible for warranty coverage and you have complied with the terms and conditions of the warranty, Wal-Mart will replace the tires as described under "HOW REPLACEMENT CHARGES ARE CALCULATED." Tires that fail during the warranty period will be eligible for free or pro-rata replacement IF AND ONLY IF:

- You purchased this Optional Road Hazard Warranty from Wal-Mart
- You are the original purchaser of the tires, installed, and the tires have been used only on that vehicle.
- At the time of the adjustment claim, the original tire installation record and the original invoice for purchase of the tires and for your purchase of this Optional Road Hazard Warranty are presented
- The tires have not become unserviceable due to a condition listed under WHAT IS NOT COVERED

WHAT IS NOT BY THIS OPTIONAL WARRANTY COVERED?

This warranty DOES NOT COVER tires that is damaged or failed due to:

- | | | | |
|-------------------|------------------------|---|---------------------------|
| • Improper repair | • Accident | • Worn mechanical components on the vehicle | • Racing |
| • Vandalism | • Snow chains or studs | • Misapplication, racing, under-inflation, over-inflation, or other abuse | • Off-road use |
| | | | • Rapid or irregular wear |
| | | | • Excessive abuse |

In addition to the above exclusions, THE WARRANTY DOES NOT APPLY to:

- Tires that have been used in commercial applications, including but not limited to taxi service, towing, government use, and contract sales
- Tires that have been used for racing or off-road purposes
- Tires that have been installed on any vehicle other than the vehicle on which they were originally installed

This Optional Warranty does not provide compensation for inconvenience or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HOW ARE REPLACEMENT CHARGES CALCULATED? Wal-Mart will repair a flat tire for free (except for the tire installation cost and applicable taxes and government-mandated charges). A tire with a non-repairable puncture and meeting the terms and conditions of the warranty will be replaced with a comparable new tire, as determined by Wal-Mart in the form of a Wal-Mart tire credit. The amount of the Wal-Mart tire credit will be calculated based on the wear of the tire at the time of replacement. FOR EXAMPLE, if your tire is 1/2 worn at the time your tire receives unrepairable damage, you would receive a credit of half the current price of that tire toward the current price of a new or replacement tire. If the price for a comparable tire is \$120, you will pay \$60 plus any additional charges such as tire installation cost and any other applicable taxes and fees. Tires with less than 2/32nds of an inch of tread remaining are not eligible for replacement or repair under this Optional Warranty. The last 2/32nds is not considered usable tread. If your tire is deemed eligible for pro-rata replacement, you will pay the difference between the cost of the new tire and the Wal-Mart tire credit. In addition to the difference between the cost of the replacement tire and the credit amount, you pay the tire installation cost and applicable taxes and government-mandated charges.

HOW DO I MAKE A CLAIM UNDER THIS OPTIONAL WARRANTY? When making a claim under the terms of this optional warranty, you must present your tires and the vehicle on which the tires were used to your local Wal-Mart for inspection. To find the location of the nearest Wal-Mart that can process the replacement request, visit our website at www.walmart.com and click on "My Local Store" or call 800-925-6278. You must present your original invoice and your Wal-Mart installation record.

CONDITIONS AND EXCLUSIONS. This optional warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event of a disputed claim, you must make the tire available for further inspection. Tires accepted for the claim become Wal-Mart's property. No Wal-Mart representative or employee has the authority to make or imply any representation, promise or agreement that differs in any way from the terms of this warranty. This warranty only applies in the United States.

CONSUMER RIGHTS. This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

REFUND. Where applicable, you may have the right for a limited period of time to cancel this Road Hazard Warranty and receive a refund.

FULL WARRANTY ON AUTOMOTIVE SERVICE FOR 90 DAYS OR 3,000 MILES, WHICHEVER COMES FIRST.

The automotive services and included parts listed on this Service order are warranted for 90 days or 3,000 miles, whichever occurs first. If our installation is unsatisfactory and/or parts used are defective in material or workmanship and the installation or parts are not covered by another written warranty of longer duration (in which case the warranty of longer duration would apply), we will correct the warranted repair free of charge. TO OBTAIN SERVICE UNDER THIS WARRANTY, RETURN THE AUTOMOBILE ON WHICH THE SERVICE WAS PERFORMED TO THE NEAREST WAL-MART AUTO CARE CENTER LOCATION.

This warranty gives you specific rights and you may also have other rights which vary from state to state.

Wal-Mart Stores, Inc.
702 S.W. 8th St.
Bentonville, AR 72716-8094

For More Info on our Warranties, Go to WWW.WALMART.COM/TIRE

VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred R. O. No. 63-17-18 by the City Clerk submitting a claim from William J. Borzyskowski for alleged damages to his vehicle when a City garbage truck backed up into his car; recommends the claim 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

4.3

R. O. No. 63-17-18. By CITY CLERK. June 19, 2017.

Submitting a claim from William J. Borzyskowski for alleged damages to his vehicle when a City garbage truck backed up into his car.

*Finance &
Personnel
acc file*

City Clerk

DATE RECEIVED 6/6/17

RECEIVED BY ckl

CLAIM NO. 08-17

CITY OF SHERBOGAN NOTICE OF DAMAGE OR INJURY

JUN 6 '17 AM 8:44

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: WILLIAM J BORZYSKOWSKI
- 2. Home address of Claimant: 528 WHITCOMB AVE
- 3. Home phone number: 920 889 7537
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 05/26/2017 @ 8:39 A.M.

6. Where did damage or injury occur? (give full description) 528 WHITCOMB AVE

VEHICLE WAS LEGALLY PARKED ON NORTH SIDE OF WHITCOMB AVE
IN FRONT OF MY RESIDENCE

7. How did damage or injury occur? (give full description) CITY GARBAGE TRUCK

BACKED INTO MY VEHICLE

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

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

FRONT GRILL, HEADLIGHT AND BUMPER, HOOD, PLUS DRIVER'S
SIDE FRONT FENDER

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

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

Auto: \$ 2795.93

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 171.29

CAR RENTAL TOTAL \$ 2967.22

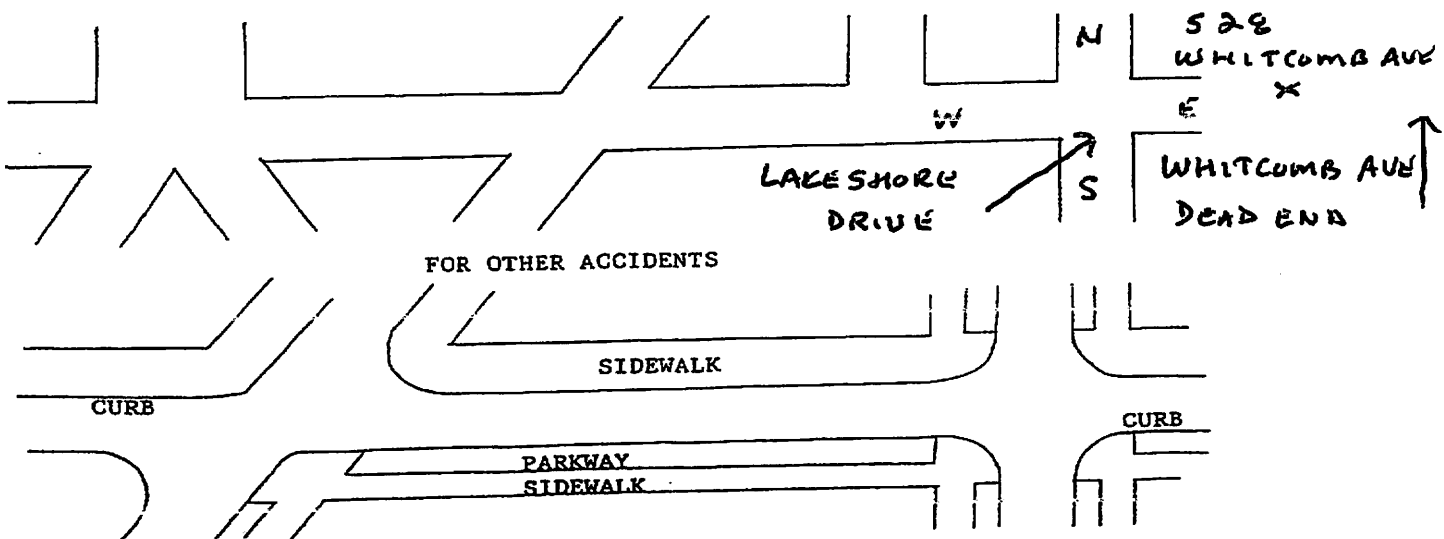
Damaged vehicle (if applicable)

Make: CHEV Model: TAKOE Year: 1997 Mileage: 110682

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

W. Baypl

DATE

6/6/2017

DATE RECEIVED 6/6/17

RECEIVED BY ckl

CLAIM NO. 08-17

CLAIM

JUN 6 '17 AM 8:44

Claimant's Name:	<u>WILLIAM J BORZYSKOWSKI</u> Auto	\$ <u>2795.93</u>
Claimant's Address:	<u>528 WHITCOMB AVE</u> Property	\$ _____
	<u>SHEBOYGAN, WI. 53081</u> Personal Injury	\$ _____
Claimant's Phone No.	<u>920 884 7557</u> Other (Specify below)	\$ <u>171.27</u>
	<u>CAR RENTAL</u> TOTAL	\$ <u>2967.22</u>

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

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

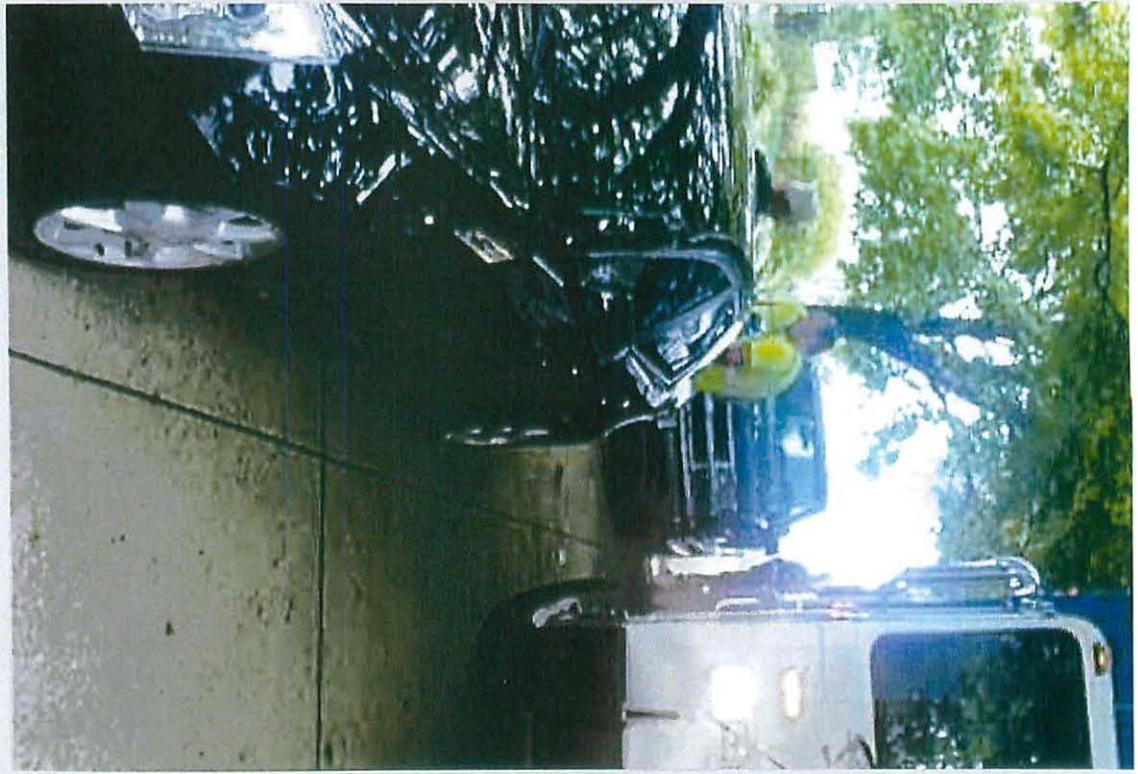
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2967.22.

SIGNED W Borzyskowski

DATE: 6/6/2017

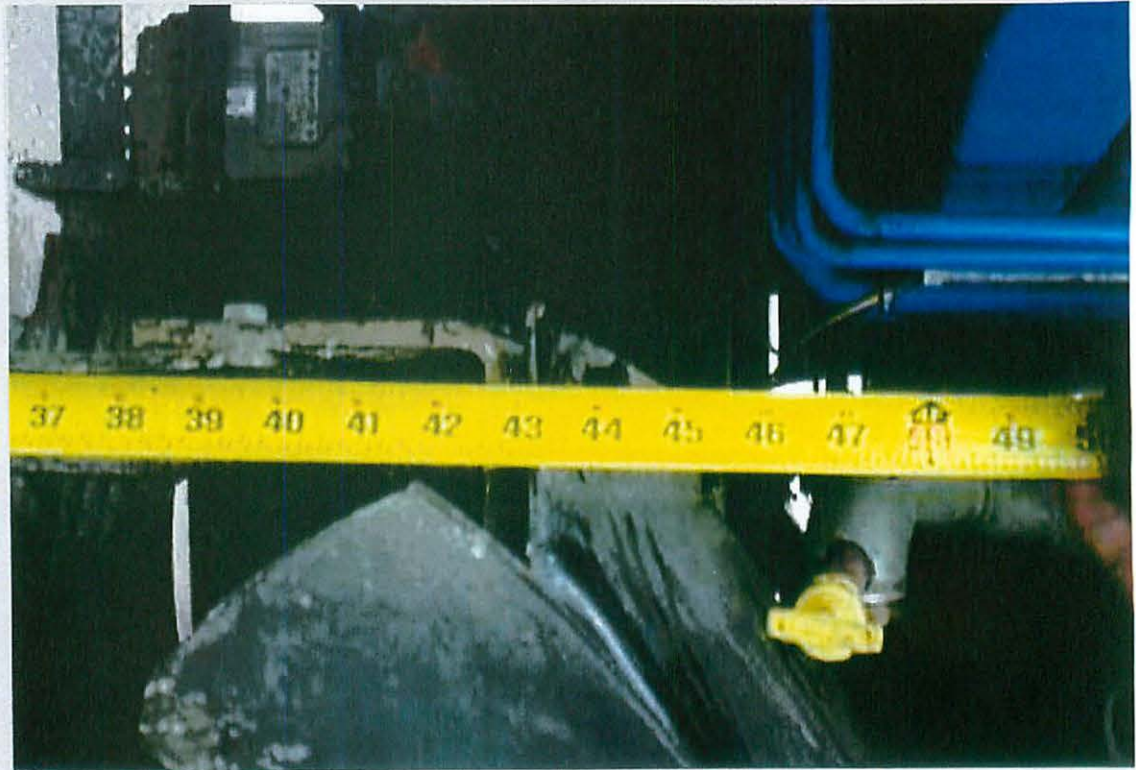
ADDRESS: 528 WHITCOMB AVE
SHEBOYGAN, WI. 53081

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









PK2011

POLICE # C17-10534

ACCIDENT #

GENERAL INFORMATION

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number G7L09FXHLB		Document Override Number	
Agency Accident Number				Police Number C17-10534					
4 - Accident Date 05/26/2017		5 - Time of Accident (Military Time) 0839		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name WHITCOMB AVE		14 - Bus/Fmt/Rmp		15 - Est. Dist 266		Fl/Mi F	15 - Hwy. Dir EAST
16 - Fr/At Hwy No.		16 - From/At Street Name LAKESHORE DR				16 - Business/Frontage/Ramp			
17 - Structure Type H		17 - Structure Number 528		12 - Latitude 43.723972641535		13 - Longitude -87.70931216441			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision SIDESWIPE. SAME DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather FOG-SMOG-SMOKE			
9 <input type="checkbox"/> Hit and Run		9 <input type="checkbox"/> Government Property		9 <input type="checkbox"/> Fire		9 <input type="checkbox"/> Photos Taken		9 <input type="checkbox"/> Trailer or Towed	
9 <input type="checkbox"/> Truck, Bus, or Hazardous Materials			9 <input type="checkbox"/> Load Spillage		9 <input type="checkbox"/> Construction Zone		9 <input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status		81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE		23 - Dir Of Travel EAST		24 - Speed Limit 25	
36 - Operating as Classified B		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number P4205417945405			30 - State WI	31 - Expiration Year 2022	34 - On Duty Accident		
25 - Operator/Pedestrian Last Name POLICH			25 - First Name MARK		25 - Middle Initial A	25 - Suffix	
32 - Date Of Birth 12/14/1979		33 - Sex M					
26 - Address Street & Number 2709 PERSHING AVE						26 - PO Box	
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53083		28 - Telephone Number	
39 - Seat Position FRONT-SEAT-LEFT				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors UNSAFE-BACKING							
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT				
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN		

PK2011

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-INSERT-TRUCK				22 - Total Occupants 1	
	56 - License Plate Number 88070		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3BPZL50X1DF176541		
	50 - Year 2013	51 - Make PTRB	52 - Model CAB CHASS		53 - Body Style CB	54 - Color WHI	100 - Skidmarks to Impact (Ft)	
	94 - Vehicle Damage MIDDLE PASSENGER SIDE							
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage			97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors NOT-APPLICABLE							

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY OF					
	47 - Address Street & Number 828 CENTER AVE # 205				47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company SHEBOYGAN CITY OF				

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status L - LEGALLY PARKED		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel WEST	24 - Speed Limit 77
36 - Operating as Classified D		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name			25 - First Name	25 - Middle Initial	25 - Suffix
32 - Date Of Birth		33 - Sex			
26 - Address Street & Number					26 - PO Box

PK2011

OPERATOR/PEDESTRIAN 02	27 - City	27 - State	27 - Zip Code	28 - Telephone Number
	39 - Seat Position	40 - Safety Equipment		
	38 - Injury Severity	41 - Airbag	42 - Ejected	44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY-PARKED	120 - Traffic Control NO-CONTROL	62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
	64 - 5th Statute No.			
	122 - Driver Factors NOT-APPLICABLE			
	88 - Driver or Pedestrian Cond	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
	90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test	
91 - Drugs Reported				
124 - Highway Factors				

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE	Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
	56 - License Plate Number 189HRE	57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1GNEK13R8VJ383646
	50 - Year 1997	51 - Make CHEV	52 - Model SUBURBAN	53 - Body Style 4D	54 - Color BLK
	100 - Skidmarks to Impact (F)				
	94 - Vehicle Damage FRONT DRIVER SIDE				
95 - Extent Of Damage MODERATE	96 <input type="checkbox"/> Vehicle Towed Due To Damage	97 - Vehicle Removed By OWNER			
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name BORZYSKOWSKI	46 - First Name WILLIAM	46 - Middle Initial J	46 - Suffix	Date Of Birth 08/05/1955
	46 - Company Name				
	47 - Address Street & Number 528 WHITCOMB AVE			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-889-7537	

Insurance

INS 02	63 - Liability Insurance Company ACUIY, A MUTUAL INSURANCE CO	60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	81 - Policy Holder Last Name BORZYSKOWSKI	61 - Policy Holder First Name WILLIAM
	61 - Policy Holder Company	

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT #2 PARKED W/B 528 WHITCOMB AVE. UNIT #1 BACKING E/B IN ROADWAY 500 WHITCOMB AVE. UNIT #1 DRIVER STATED HE SAW VEHICLE PARKED TO THE WEST OF UNIT #1, BUT FAILED TO SEE UNIT #2.</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name RUPNICK	125 - First Name JOHN	125 - Middle Initial	131 - Officer ID 246
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 05/26/2017	133 - Time Notified (Military Time) 0839	134 - Time Arrived (Military Time) 0842	135 - Date Of Report 05/26/2017
	Agency Accident Number	Police Number C17-10534	19 - Special Study	
	18 - Agency Space			

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

05/26/2017 09:48 AM

Owner

Owner: WILLIAM BORZYSKOWSKI
Address: 528 WHITCOMB AVE. City State Zip: Sheboygan, WI 53081
Cell: (920)889-7537
FAX:

Inspection

Inspection Date: 05/26/2017 09:46 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Front Corner
Appraiser Name: Jeff Wiegand

Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:
Appraiser License # :

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 6

Vehicle

OEM Part Price Quote ID: ****

1997 Chevrolet Tahoe LT 4 DR Wagon
8cyl Gasoline 5.7
4 Speed Automatic

Lic.Plate: 189HRE
Lic Expire:
Prod Date:
Vch Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: 20,41

Lic State: WI
VIN: 1GNEK13R8VJ383646
Mileage: 110,663
Mileage Type: Actual
Code: U8074A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Aluminum/Alloy Wheels
Chrome Bumper(s)

AM/FM Stereo Tape
Anti-Lock Brakes
Composite/European HdImps

Air Conditioning
Automatic Dimming Mirror
Cruise Control

Digital Clock	Dual Airbags	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Roof/Luggage Rack	Tachometer
Tilt Steering Wheel		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	Ri	107		Mldg,Fender Lower L/R	R & I Assembly			0.2	SM
2	Ri	109		ivldg,wheeel Opening LT	R & i Assembly			0.4	SM
Front Bumper									
3	EP	36		Strip,Front Impact	Replace PXN	\$48.50		0.2	SM
4	EP	13		Brace,Front Bumper LT	Replace PXN	\$27.00		1.5	SM
5	EP	61		Brkt,Front Bumper Mtg LT	Replace PXN	\$25.50		0.2	SM
Front End Panel And Lamps									
6	OE	28	49	Grille Assembly	Replace PXN OE Srpls	\$296.68		0.8	SM
7	EP	41		Headlamp Assy,Halogen LT	Replace PXN	\$157.67		0.3	SM
				>> HB3 8V14H SAE HR90 KS-GM224 HB4					
8	N	973		Headlamps Aim	Additional Labor			0.4	SM
Front Body And Windshield									
9	EP	83		Panel,Hood	Replace PXN	\$372.00		2.0	SM
10	L	83	13	Panel,Hood	Refinish			6.3	RF
					3.3 Surface				
					1.4 Edge				
					0.6 Two-stage setup				
					1.0 Two-stage				
11	EP	103		Fender,Front LT	Replace PXN	\$198.97		2.1	SM
12	L	103		Fender,Front LT	Refinish			3.0	RF
					2.0 Surface				
					0.5 Edge				
					0.5 Two-stage				
Manual Entries									
13	SB	M06		Pinstripes-Painted	Sublet Repair	\$125.00*	+25.00		RF
				>> BECKLINES HAND PAINTED					
14	SB			Hazardous Waste	Sublet Repair	\$5.00*			RF*
14	Items								

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

OE Surplus Parts		\$296.68	
Other Parts		\$829.64	
Paint & Materials	9.3 Hours @ \$38.00	\$353.40	
Parts & Material Total			\$1,479.72
Tax on Parts & Material	@ 5.500%		\$81.38

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	7.7	0.4	8.1	\$469.80
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	9.3		9.3	\$539.40
Labor Total				17.4 Hours	
Tax on Labor		@ 5.500%			\$55.51
Sublet Repairs					\$181.25
Tax on Sublet		@ 5.500%			\$8.87
Gross Total					\$2,795.93
Net Total					\$2,795.93

Alternate Parts Y/07/06/01/01/00 CUM 07/06/01/01/00 Zip Code: 53001 Default
 OEM Part Prices DT 05/26/2017 09:48 AM EstimateID 297380839103184896 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.035 ES 05/26/2017 09:53 AM REL 8.0.035 DT 05/01/2017 DB 05/15/2017
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2.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



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DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

05/26/2017 12:12 PM

Owner

Owner: William Borzyskowski
Address: 528 Whitcomb Ave
City State Zip: Sheboygan, WI 53081
Email: wborzyskowski@gmail.com

Home/Day: (920)889-7537
Cell: (920)889-7537
FAX:

Inspection

Inspection Date: 05/26/2017 05:54 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Front Corner
Driveable: Yes

Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 5*

Remarks

*** Original Estimate ***

Vehicle

OEM Part Price Quote ID: ****

1997 Chevrolet Tahoe LT 4 DR Wagon
8cyl Gasoline 5.7
4 Speed Automatic

Lic.Plate: 189-HRE
Lic Expire:
Prod Date: 03/1997
Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: 20,41

Lic State: WI
VIN: 1GNEK13R8VJ383646
Mileage: 110,676
Mileage Type: Actual
Code: U8074A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM Stereo Tape	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Automatic Dimming Mirror
Chrome Bumper(s)	Composite/European HdImps	Cruise Control
Digital Clock	Dual Airbags	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Power Brakes	Power Door Locks	Power Drivers Seat
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Roof/Luggage Rack	Tachometer
Tilt Steering Wheel		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	109		Mldg,Wheel Opening LT	R & I Assembly				0.4	SM
Front Bumper										
2	EU	101		Bumper Assembly,Front >> >>Rhine Auto {95%}	Replace Recycled	\$100.00*	+25.00		0.5	SM
Front End Panel And Lamps										
3	EU	28		Grille Assembly >> >>Rhine Auto	Replace Recycled	\$75.00*	+25.00		0.8	SM
4	EU	41		Headlamp Assy,Halogen LT >> Rhine Auto	Replace Recycled	\$75.00*	+25.00		0.3	SM
5	N	973		Headlamps Aim	Additional Labor				0.4	SM
Front Body And Windshield										
6	EU	83		Panel,Hood >> >>Needs Clean Up	Replace Recycled	\$100.00*	+25.00		0.9	SM
7	L	83	13	Panel,Hood	Refinish 3.3 Surface 1.4 Edge 0.6 Two-stage setup 1.0 Two-stage				6.3	RF
8	EC	103		Fender,Front LT >> >>Keystone {Capa}	Replace Economy	\$201.00*			2.1	SM
9	L	103		Fender,Front LT	Refinish 2.0 Surface 0.5 Edge 0.5 Two-stage				3.0	RF
Front Doors										
10	RI	231		Pnl,Inner Door Trim LT	R & I Assembly				0.6	SM
11	I	310		Mirror,Outer R/C LT >> >>Repair Housing & Disassebile To Refinish	Repair				1.0*	SM
12	L	310		Mirror,Outer R/C LT	Refinish 0.5 Surface				0.5	RF
13	RI	310		Mirror,Outer R/C LT	R & I Assembly				0.3	SM
Manual Entries										
14	L	M14		Corrosion Protection	Refinish				0.2*	RF
15	EC			Cover car exterior	Replace Economy	\$5.00*			0.2*	SM
16	EC			Pinstripes-Tape	Replace Economy	\$39.95*			0.3*	SM
17	N			De-Nib and polish	Additional Labor					SM*
18	N			Hazad, waste	Additional Labor	\$5.00*				SM
19	I			Used Hood	Repair				2.5*	SM*

>> >>Clean up used hood

19 Items

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

Estimate Total & Entries

Other Parts		\$600.95	
Paint & Materials	10.0 Hours @ \$38.00	\$380.00	
Line Item Markup		\$87.50	
Parts & Material Total			\$1,068.45
Tax on Parts & Material	@ 5.500%		\$58.76

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	6.4	3.9	10.3	\$597.40
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	10.0		10.0	\$580.00
Labor Total				20.3 Hours	\$1,177.40
Tax on Labor		@ 5.500%			\$64.76
Gross Total					\$2,369.37
Net Total					\$2,369.37

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 05/31/2017 05:55 AM EstimateID 299132776379072512 QuoteID ****
 Rate Name Default

Audatex Estimating 8.0.134 ES 05/31/2017 06:23 AM REL 8.0.134 DT 05/01/2017 DB 05/15/2017
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2.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM.
 CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN
 DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911,
 MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS
 OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,
 WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST
 INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES
 SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

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



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RENTAL DETAILS FOR JUN 12

Confirmation Number: 1717051158



PICK-UP

Sheboygan

Date

JUN 12, 2017

Time

12:00 PM

RETURN

Sheboygan

Date

JUN 15, 2017

Time

12:00 PM



Thanks WILLIAM/DONNA, your reservation is confirmed. We look forward to seeing you June 12, 2017.

RENTAL CHECKLIST

- A valid driving license for each driver
- Acceptable method of payment in the renter's name. See your pick-up location's policies for details.
- For additional policy or deposit information, please refer to the Rental Policies section below, or within your email confirmation

RENTER DETAILS

Driver Name: **WILLIAM/DONNA BORZYSKOWSKI**

Email Address: **w****i@gmail.com**

Phone Number: *******7537** Age: **25+**

VEHICLE CLASS

Full Size **\$ 152.97**
For 3 - day(s) \$ 50.99 / day

VEHICLE MILEAGE

Unlimited Mileage **Included**

TAXES & FEES

[LEARN MORE ABOUT TAXES AND FEES](#)

STATE RENTL VEH FEE	\$ 7.75
TITLE/REGISTRAT FEE	\$ 2.04
SALES TAX (5.5%)	\$ 8.53

ESTIMATED TOTAL

Estimated Total due at the counter **\$171.29**

VI

R. C. No. - 17 - 18 . By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred R. O. No. 78-17-18 by the City Clerk submitting a claim from Nick Deligiannis for alleged damages to his vehicle's muffler when it bottomed out in the alley between 7th and 8th Street on a raised piece of concrete; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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

4.8

R. O. No. 78 - 17 - 18. By CITY CLERK. July 3, 2017.

Submitting a claim from Nick Deligiannis for alleged damages to his vehicle's muffler when it bottomed out in the alley between 7th and 8th Street on a raised piece of concrete.

City Clerk

*Finance +
Personnel
deny*

DATE RECEIVED 6-23-17

RECEIVED BY MD

CLAIM NO. 10-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY JUN 23 '17 PM 3:14

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Nick Deligiannis

2. Home address of Claimant: 426 Grant Ave Sheboygan, WI 53081

3. Home phone number: (920) 452-4742

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5-15-17 3:00 pm

6. Where did damage or injury occur? (give full description) In Alley between 8th + 7th St East + West - Between GM's + Old Executive Inn.

7. How did damage or injury occur? (give full description) Vehicle bottomed out on a raised piece of concrete + damaged my muffler.

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

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

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

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

(a) Public property alleged to be dangerous: Alley between GM's + Old Executive Inn.

(b) Claimant's statement of basis for such liability: City owned property - see attached photo of scrape marks on concrete

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

No Injuries - damage to bottom of vehicle (muffler)

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

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

Auto:	\$	<u>379.80</u>
Property:	\$	<u>N/A</u>
Personal injury:	\$	<u>N/A</u>
Other: (Specify below	\$	<u>N/A</u>
TOTAL	\$	<u>379.80</u>

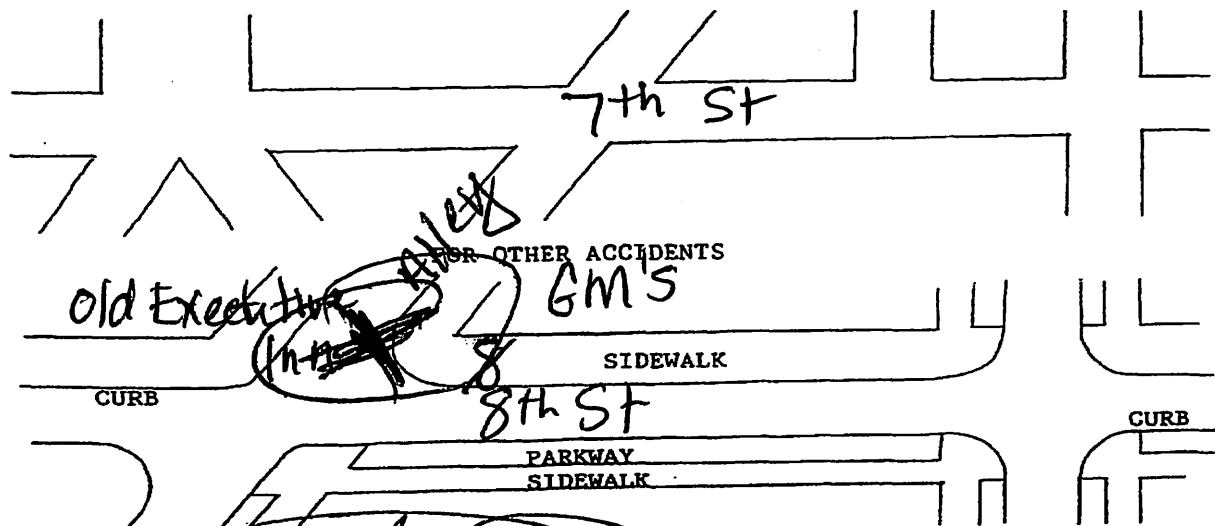
Damaged vehicle (if applicable)

Make: Chrysler Model: 300C Year: 2005 Mileage: 100,000

Names and addresses of witnesses, doctors and hospitals: N/A

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

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



SIGNATURE OF CLAIMANT [Handwritten Signature]

DATE 6/15/17

DATE RECEIVED 6-23-17

RECEIVED BY MD

CLAIM NO. 10-17

CLAIM

Claimant's Name: Nick Deligiannis

Auto \$ _____

Claimant's Address: 426 Grant Ave

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

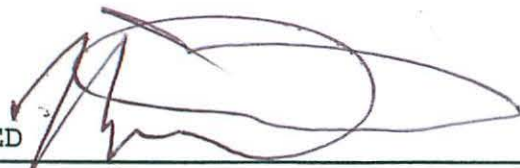
Other (Specify below) \$ _____

TOTAL \$ _____

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

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

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

SIGNED 

DATE: 6/15/17

ADDRESS: 426 Grant Ave Sheboygan, WI 53081

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

WITTROCK TANK & MUFFLER
710 S 74TH ST
SHEBOYGAN, WI 53081
920 452 3672
5436845557561585

Merchant ID: 8500
Term #: 0001

Store #: 0001
Ref #: 0002

Sale

XXXXXXXXXXXX0815

VISA

Entry Method: Chip

Total: \$ 379.80

05/22/17

14:08:16

Inv #: 044773

Appr Code: 006618

Transaction ID: 387142688968419

Apprvd: Online

Batch#: 000016

VISA DEBIT

AM: A000000000000000

TS1: 0000

TRK: 0000000000

Customer Copy

DATE: 05/22/17

Rock Tire & Muffler
 South 14th Street
 Sheboygan, WI 53081

Invoice

Date	Invoice #
5/22/2017	44773



Bill To

GIANNIS, NICK
 126 GRANT AVE
 SHEBOYGAN, WI 53081
 920-152-1742

P.O. No.	SALESPERSON	MAKE	MODEL	YEAR	Mileage
	JON	CHRYSLER	300C	2005	
Quantity	Item	Description	Rate	Amount	
2	Non Inventory Par... Payment Charge	8822 FLEX COUPLING Charge Payment COUNTY & STATE Sales Tax	180.00 -379.80 5.50%	360.00 -379.80 19.80	
				Total	\$0.00





VI

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred R. O. No. 79-17-18 by the City Clerk submitting a claim from Mark Lehmann for alleged damages to his property when a City garbage truck backed into the yard at 1209 S. 17th Street; recommends the claim 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

4.9

R. O. No. 79 - 17 - 18. By CITY CLERK. July 3, 2017.

Submitting a claim from Mark Lehmann for alleged damages to his property when a City garbage truck backed into the yard at 1209 S 17th Street.

*Finance +
Personnel
ac+file*

City Clerk

DATE RECEIVED 6-29-17

RECEIVED BY MD

CLAIM NO. 11-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 29 '17 AM 11:36

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Mark Lehmann

2. Home address of Claimant: 1209 SO. 171ST

3. Home phone number: 920 457-9118

4. Business address and phone number of Claimant: SAME

5. When did damage or injury occur? (date, time of day) 06/01/17

6. Where did damage or injury occur? (give full description) IN FRONT OF HOUSE 1209 SO. 171ST

7. How did damage or injury occur? (give full description) City ~~CARBIDE~~ TRUCK BACK INTO LADDERS

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

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

11. Name and address of any other person injured:

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

Auto: \$

Property: \$ 4 0614

Personal injury: \$

Other: (Specify below) \$

TOTAL \$

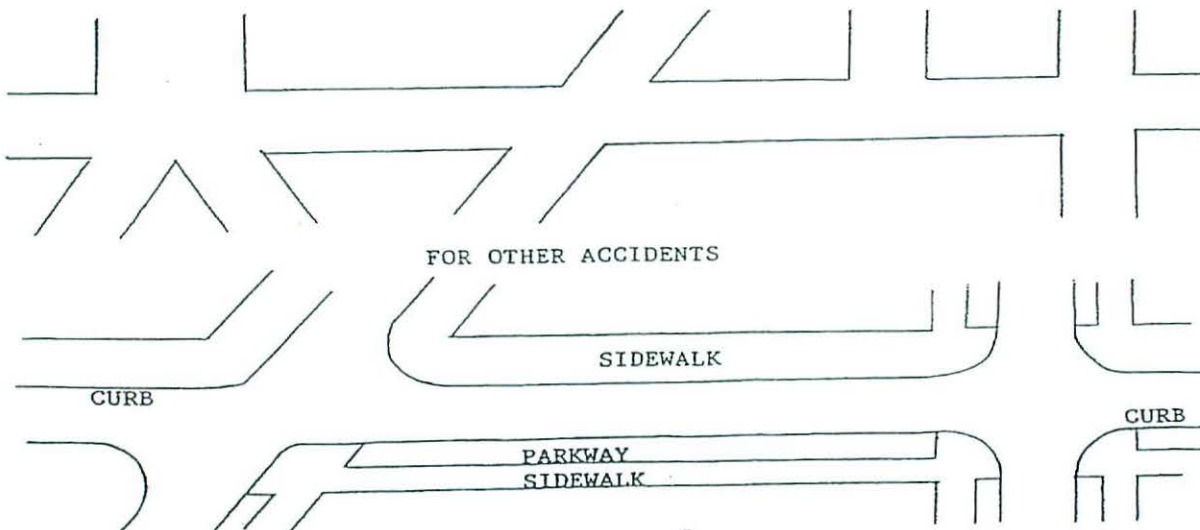
Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT

Mark Lehmann

DATE

06/29/17

DATE RECEIVED 6-29-17

RECEIVED BY MD

CLAIM NO. 11-17

CLAIM

Claimant's Name: Mark Lehmann Auto \$ _____

Claimant's Address: 1209 So. 17th St Property \$ 40614
Sheb WI 53001 Personal Injury \$ _____

Claimant's Phone No. 920 457 9119 Other (Specify below) \$ _____

TOTAL \$ 40614

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 40614.

SIGNED Mark Lehmann **DATE:** 06/28/17

ADDRESS: 1209 So. 17th St

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



BIRD LADDER AND EQUIPMENT CO., INC.

MILWAUKEE & CHICAGO

Remit To: 800-776-3595
1800 East Bolivar Ave (414)-645-0555
St Francis WI 53235 Fax (414)-645-7666

QUOTE

Number:	213394-0
Quote Date	06/23/2017
Page	1

Bill to: CASH
0

Ship to: CASH
0

Cust Code		Ordered By		Salesman		Job/Rel#	Customer PO	Wanted Date
ACASH				In House				06/23/2017
Entered By			Ship Via			Terms		Ship Via Account
Brandon						COD PRICED PICK SLIP		
Quantity			U/M	Item #	Description	Price	Extension	
Order	Ship	Back						
3	3	0	EA	ACRO-11601	6FT ROOF LADDER EXTENSION RAISED SOLID STEEL RUNGS TUBE CHICKEN LADDER MADE IN USA	107.6880	323.06	
1	1	0	EA	ACRO-11610	CHICKEN LADDER HOOK	61.5360	61.54	
SubTotal							384.60	
Total						Tax	21.54	
Total							406.14	

We appreciate your business and look forward to working with you again.
Please Visit Our Website @ www.birdladder.com

VI

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred R. O. No. 80-17-18 by the City Clerk submitting a claim from Paul Timmerman for alleged damages to his vehicle's tire sidewall when a pothole opened up as he drove over a rough section of road on Camelot Blvd.; recommends the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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

4.10

R. O. No. 80 - 17 - 18. By CITY CLERK. July 3, 2017.

Submitting a claim from Paul Timmerman for alleged damages to his vehicle's tire sidewall when a pothole opened up as he drove over a rough section on road on Camelot Blvd.

City Clerk

*Finances
Personnel
denied*

DATE RECEIVED

6-23-17

RECEIVED BY

MD

CLAIM NO.

09-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 23 '17 PM 3:14

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: PAUL TIMMERMAN
2. Home address of Claimant: 1372 Kings Ct
3. Home phone number: 920-207-6266
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 6-20-2017 2:45 pm

6. Where did damage or injury occur? (give full description) Pothole opened up as I drove over rough section of road causing concrete chunk to puncture tire sidewalk

7. How did damage or injury occur? (give full description) Rough road is in need of repaving (Camelot Blvd)

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

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

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

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

(a) Public property alleged to be dangerous: The majority of camelot BLVD is in need of resurfacing.

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

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

no injury

11. Name and address of any other person injured: none

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

Auto: \$ 98.64

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ _____

Damaged vehicle (if applicable)

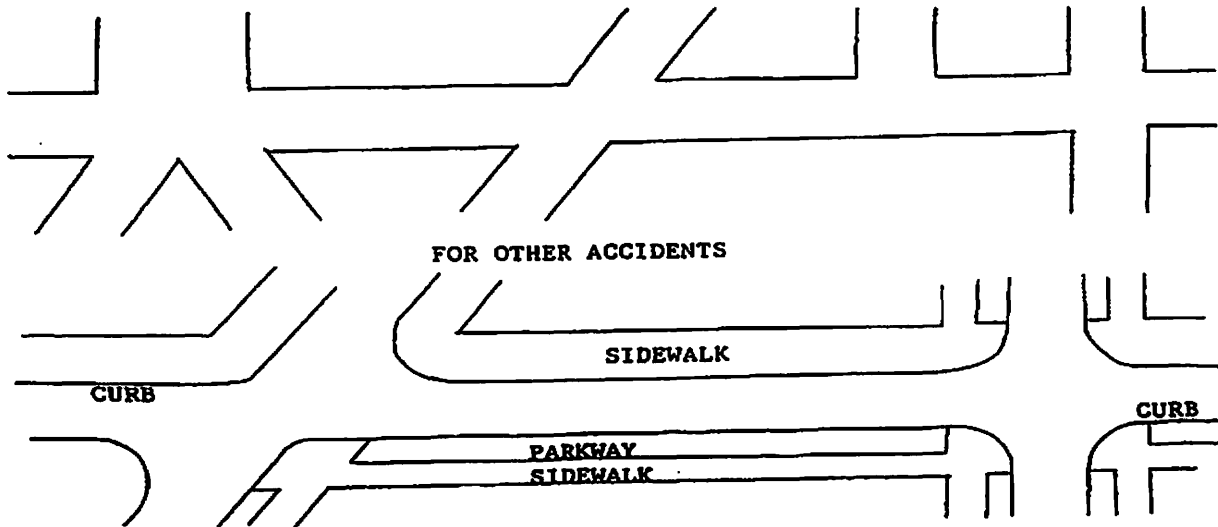
Make: Scion Model: XB2 Year: 2009 Mileage: 117,000

Names and addresses of witnesses, doctors and hospitals: _____

None

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

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



SIGNATURE OF CLAIMANT Paul Turner DATE 6-20-17

DATE RECEIVED 6-23-17

RECEIVED BY MD

CLAIM NO. 09-17

CLAIM

Claimant's Name:	<u>Paul Timmerman</u>	Auto	\$ <u>98.64</u>
Claimant's Address:	<u>1372 Kings Ct</u>	Property	\$ _____
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-207-6266</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>98.64</u>

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

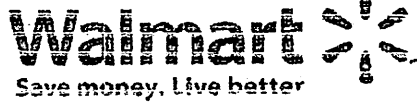
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 98.64.

SIGNED Paul Timmerman DATE: 6-20-17

ADDRESS: 1372 Kings Ct
Sheboygan WI 53081

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



.....(920.) 469.-9300.....
.....MANAGER, SCOTT, VANSTRATEN.....
.....3711 S. TAYLOR DR.....
.....SHERBOGAN, MI 63081.....
ST# 01276, OP# 004133, TE# 90, TR# 07737
.....TLE ITEMS FOLLOW.....
ORDER NUMBER, 0048870089608
AUTO TIRES...069766212493.....83.00.X
TIRE FFF.....000003700848.....1.60.Y
LIFE MHL BAL 007874224343.....9.00.X
.....TLE ITEMS COMPLETE.....
.....SUBTOTAL.....93.60..
.....TAX 1...5.500.X.....5.14..
.....TOTAL.....98.64..
.....VISA..TEND.....98.64..
VISA CREDIT...**** *...3593..I..1
APPROVAL # 020872
REF # 717100514520
REF # 717100514520
TRANS ID # 90711178340031
VALIDATION...V...
PAYMENT SERVICE...E

TC.093434273688E1A1

.....06/20/11.....10:41:50.....
.....CHANGE DUE.....0.00..
***** BIPU TASTE RECEIPT *****
.....
.....
.....

Sales Associate will provide a CIMS DOI registration card
Customer mails in CIMS card to register tires.

Service Order:



485700 59608

6-20-2017	TIMMERMAN, PAUL		
920)207-6266	1. SHEBOYGAN, WI 53081		
YEAR	MAKE	MODEL	COLOR
LICENSE	ODOMETER	CUSTOMER ARRIVAL TIME	SERVICE COMPLETED TIME
	0	2017-06-20 03:17 PM	2017-06-20 03:31 PM

Service Description	Service
NEW TIRE - Whitewall - N.A. - Valve Stem - Dry Rear - DECLINED - Not Applicable - DOI Number - Dry Rear - M60FURR0617 - MOUNT ONLY - Mount Tire - Dry Rear - COMPLETE - TIRE HAULER FEE - Dispose Tire Accepted - Dry Rear - COMPLETE - WHEEL BALANCE FEE - Balance Accepted - Dry Rear - COMPLETE - TIGHT TORQUE - Dry Rear LEFT-B	0.00
- New Tire - Dry Rear - COMPLETE	0.00
- Tire Service Accepted - Dry Rear	1.50
	9.00

Merchandise Description	Quantity	Unit Price	Merchandise
205 55R16 91H VIVA 3	1	83.00	83.00

Customer Comments	Total (Excluding Tax & Govt. Fees)	93.50
-------------------	------------------------------------	-------

<p>Technician Comments:</p> <p>Tread depth at 5/32</p>	<p>DISCLAIMER</p> <p>I authorize the stated service to be completed with the necessary materials I give permission to operate the vehicle</p> <p>UNDERSTAND</p> <p>1. Walmart is not responsible for loss/damage to the vehicle or items left in it 2. Walmart does not inspect tires to determine if they are safe. Only the service on the service order is performed. Tires are not inspected for conditions that may affect safety (tread depth, cuts, punctures, cracking, bulges, and uneven tread wear) 3. Customers should ensure their tires are properly inflated, have tread depth greater than 2/32" in all grooves, and have no cuts, punctures, cracking, bulges, or uneven tread wear</p> <p>An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of services performed</p> <p>Driving conditions will affect the safety and performance of my tires</p> <p><i>[Signature]</i></p> <p>CUSTOMER SIGNATURE</p>	<p>06-20-2017</p> <p>DATE</p>
--	--	-------------------------------

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLES DELIVERED TO THE SHOP WITHIN 5 DAYS.
 Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

I do agree and fully understand that my motor vehicle had a low oil level when I brought it to Wal-Mart for an oil change. This was pointed out to me, that I willingly requested Wal-Mart to change the oil. I will not hold Wal-Mart responsible for any damage to my motor vehicle by the low oil level.

SIGNED

DATE

QUALITY CONTROL TECH. AMRON 029
SERVICE WRITER GREETER LUCAS 033
THIRD QUALITY SHAWN 206
TIRE TECHNICIAN SHAWN 296

~~VI~~

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 7, 2017.

Your Committee to whom was referred R. O. No. 84-17-18 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 with various caveats:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1808	Markham, Kevin P.	W1707 CTY RD J
*7238	Schaal, Kelli J.	1607 Maryland Ave.
*grant with a specific warning that non-cooperation with the police will not be tolerated.		

Consent

 _____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

Other Matters

8.1

R. O. No. 84 - 17 - 18. By CITY CLERK. July 3, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

Law & Lic
7/17/17 - grant all
licenses except deny of
Harbor Lights chg of
premise -> local
David, Meyer &
Markham, Schaal
8-7-17
Deny - David, Meyer
Grant - Markham
Grant - Markham
Schaal

City Clerk

TRANSFER - PREMISES TO PREMISES

Lakeview Wine Bar transferring from 802 Blue Harbor Drive to 821 Broughton Drive.

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights Two	434 Pennsylvania Ave. - Permanent change of address to include from West entrance to property line on the West and South of property building of said concrete.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's	1502 S. 12 th St. - Two day event October 6 & 7, 2017 to include 12 th street - Clara Ave. to the end of building.
2967	Big Daddy's	2123 N. 15 th St. - One day event to be held July 22, 2017 to include parking lot on South and East side of building.
3150	Craft 30	1015 S. 10 th St. - Five day event to be held August 3 rd thru August 7 th 2017 to include the grass area South of the sidewalk café patio extending to alleyway.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - One day event to be held September 23, 2017 to include the lawn outside Northeast end of conference center. (Formerly Latitude).

3186 Suscha's Bar

1054 Pennsylvania Ave. - One day event to be held August 19, 2017 and Two day event to be held September 2 & 3, 2017 to include entire parking lot area North & East of building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2717	Bar Code	1133 Michigan Ave.
3218	Lakeview Wine Bar	821 Broughton Dr.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3261	Two Amigos Restaurant	1119 Michigan Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1737	Batt, Devlin M.	1225 Trimmerger Ct.
1734	Bricco, Kaila L.	5104 Hidden Creek Dr.
1735	Collette, Alex Q.	2339 Skyline Dr. #2D
1731	Cudahy, Felicia C.	1215 Center Ave., Oostburg
0140	David, Richard J.	1525 N. 35 th St.
1724	Gonzalez, Kiana M.	1551 S. 11 th St.
1736	Heronimus, Adam M.	4332 Sommer Drive
8951	Kraemer, Lois C.	1612A Martin Ave.
1740	Kuether, Keith K.	3711 Bonnie Ct.
1727	Lamb, Joell A.	1915 N. 11 th St.
1725	Leber, Joshua A.	2424 Silver Leaf Ln.
1808	Markham, Kevin P.	W1707 CTY RD J
5705	Meyer, Erik N.	1212 S. 16 th St., Manitowoc
1728	Monkan, Jake E.	1618 Alabama Ave.
1732	Najacht, Ethan D.	1632 Eisner Ave.
1722	Ordenez, Allyssa M.	1412 Union Ave.
1747	Orellana, Cristian N.	1130 N. 26 th St.
1723	Phillips, George M.	526 St Clair Ave.
9632	Phippen, Robert D.	1521 S. 9 th St.
7238	Schaal, Kelli J.	1607 Maryland Ave.
1739	Schumacher, Shane J.	47 Pennsylvania Ave., Chilton
1744	Schweigl, Paul N.	619 Bluff Ave.
1738	Shakya, Siddhartha	916 Mulberry Lane, Kohler
1729	Stapel, Matthew W.	2632 Georgia Ave. #19
9014	Tagel, Jason A.	1435 Camelot Blvd.
0080	Vanakkeren, Terry E.	1612 N. 7 th St.
1721	Wittrien, Alfred N.	2722 N. 10 th St. Apt. 107
0652	Zittel, Nathan R.	428 Washington St., Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7767	Albrecht, Chris S.	16223 W. Washington Rd., Cleveland
5748	Ballestero, Corey E.	2513 S. 8 th St. #2
5631	Banko, Tiffany M.	2250 Calumet Dr.
6839	Berlin, Jamie S.	3802 S. 10 th St.
9241	Bilski, John L.	310 Calumet Rd., Valders
1483	Blakes, Diashanae J.	2137 Bollman Dr. #3B
9442	Bockin, Mary R.	3111 East Mark Dr.
0878	Bradford, Danielle C.	431 Michigan Ave.
6330	Brunner, Candice R.	1020 N. 11 th St.
7035	Bub, Geoff W.	1509A S. 12 th St.
0937	Chapman, Brianna M.	1508 Erie Ave.
5463	Clark, Deborah L.	2626 Georgia Ave.
0907	Couch, Tracy J.	3255 Main Ave. #4
0295	Crook, Joshua J.	924 Mead Ave.
0285	Czarneski, Franklyn J.	1622 N. 7 th St.
9532	Ditter, Lisa K.	2521 Leon Ct.
9213	Diven, Tiffany M.	2112 S. 11 th St.
0205	Ebenreiter, Diane M.	4902 N. 18 th St.
0143	Gottsacker, Robert D.	2328 N. 9 th St.
6149	Greger, Kimberly A.	2226 S. 14 th St.
6116	Gritzmacher, Kylene A.	2103A S. 7 th St.
5546	Gross, Travis J.	2728 Highland Terrace
0178	Harvey, Derek J.	1038 Wilson Ave.
0307	Hass, Erikka	919 Huron Ave.
0271	Haupt, Brandon J.	1813 Pleasant St., Manitowoc
0171	Horness, Megan A.	5031 Baronwood PKWY.
0791	Hyland, Benjamin J.	3709 N. 13 th St.
9390	Janey, Heather J.	1445 S. 9 th St.
1575	Jones Jr., Floyd D.	1310 Badger Rd., Howards Grove
1656	Kober, Susan K.	1012 N. 27 th St. Apt. 101S
6340	Kruse, Richard J. (Club)	5334 Hidden Creek Dr.
0834	Lamb, Kristine J.	3032 S. 19 th St.
9234	Lawrence, Mark C.	1718 Settlement Trl.
8115	Leonard-Froh Sheryl M.	1605 Blocki Ct.
0602	Magray, Leviathan C.	1517 N. 4 th St.
8543	Mikalowsky, Tonya L.	1226 S. 13 th St.
5836	Oostdyke, Rebecca M.	2332 Carmen Ave. #6K
0105	Pacyga, Laura A.	1518 N. 10 th St.
6278	Pantel, Melinda M.	1906A S. 12 th St.
0939	Perl, Michael J.	2225 Cleveland Ave.
0997	Pierce, Lyle H.	716 Bluff Ave.
7070	Potter, Jennifer A.	2625 S. 8 th St.
5750	Pups, James R.	1433 N. 38 th St.
2038	Richter, Joseph M.	1822 N. 1 st St.
9270	Saeger, Christina A.	112 Red Tail Dr., Sheb. Falls

9422 Scharenbrock, Susan K.	1405 N. 13 th St.
0995 Schloss, Matthew M.	713 Michigan Ave.
1925 Schmidt, Rebecca L.	1211 Washington Ave.
1409 Schmitz, Joel P.	4001 N. 51 st St.
2680 Schubert, Robin L.	2037 Wiemann Ave.
9194 Schulz, Buck N.	N9131 Franklin Rd., Elkart Lake
8389 Schultz, Cynthia A.	507 Pine St., Sheb. Falls
4461 Segalle, Jason	2015 Folger Ct.
1423 Staggs, Danielle N.	730 Georgia Ave.
2735 Stoelb, Lori A.	907 Z Court
0906 Strysick, Breanna M.	1526 Maryland Ave.
0098 Tagel, Jody M.	1435 Camelot Blvd.
0511 Tenhaken, Alan J.	1223 S. 21 st St.
0750 Toebe, Charlotte R.	2601 N. 11 th St.
1146 Trepanier, Teresa M.	1619 N. 5 th St.
5998 Weber, Barbara F.	2227 Carmen Ave.
0847 Williams-Harris Crystal A.	1012 Bell Ave.
7580 Willis, Rita A.	126 Lake Ct.
0896 Wilsing, Brittny E.	4319 Morningview CT J107
7402 Wriedt, Jeffrey S.	2006 N. 18 th St.
1270 Yurk, Janet B.	1606 Carmen Ave.
2357 Ziegler, Thomas M.	1312 Kentucky Ave.

VI

R. C. No. - 17 - 18. By PUBLIC SAFETY. August 7, 2017.

Your Committee to whom was referred R. O. No. 91-17-18 by the City Clerk submitting a communication from Alderperson Lewandoske requesting that the City NOT allow the Brat Day parade to go down Erie Ave. this year as it creates a possible health risk to people needing medication attention; recommends to accept and file the document.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.2

R. O. No. 91 - 17 - 18. By CITY CLERK. July 17, 2017.

Submitting a communication from Alderperson Lewandoske requesting that the City NOT allow the Brat Day parade to go down Erie Ave. this year as it creates a possible health risk to people needing medical attention.

*Pub. Safety
ac & File*

City Clerk



Richards, Susan

From: Scott Lewandoske <sheboyganhistory@bytehead.com>
Sent: Tuesday, July 11, 2017 12:53 AM
To: Richards, Susan
Subject: Can you pit this on the agenda for the next common council meeting?

Sue, Could you put this on the agenda to be referred at the next common council meeting. Thank you.

A request fro Alderman Lewandoske to NOT allow the Brat Day parade to go down Erie Avenue this year, as it creates a possible health risk to people needing medical attention. The following list was taken off the Sheboygan Scanner website for a six week period between the last week of May and first week of July. Not all alls make it onto the Sheboygan Scanner site. The two buildngs at 2119 and 2201 Erie Avenue have over 100 apartments, mainly of elderly people. A parade going past the front of these two buildings could prevent someone from getting medical care until it is to late.

July 8 2119 erie ave - medical alarm activated July 3 2119 erie ave - medical alarm activated June 27 2119 erie ave - old man dizzy, having trouble breathing June 24 2201 erie ave - woman fell, can't move June 21 2201 erie ave - female has flu-like symptoms June 19 2201 erie ave - female had surgery, is bleeding June 19 2201 erie ave - male fell, has bloody nose June 18 2201 erie ave - man in 50s has unknown medical problem June 14 2119 erie ave - caregiver sees man down inside June 13 (5:24 pm) 2201 erie ave - man in 50s fell, has head, rib pain June 13 (8:39 am) 2201 erie ave - man fell; unknown injuries June 9 2201 erie ave - male fell, activated lifeline; unknown injuries June 8 2201 erie ave - lifeline activated June 7, 7:20 Fire engine and paramedics pulled up as I was getting out of my car. 2201 erie ave - percocet, alcohol od June 2 5:30 pm 2201 erie ave - man in 20s has numb chest, trouble breathing June 1, 12:30 am 201 erie ave- male requesting ambulance May 31 2201 erie ave-male wants ambulance May 29 2201 erie ave - woman fell, is injured May 29 2119 erie ave - medical alarm activated in unknown room May 28 2119 erie ave - unknown medical problem May 27 2201 erie ave - alarm audible May 27 2201 erie ave - woman fell in shower, hurts May 25 2201 erie ave - lifeline activated
May 24 2119 erie ave - man had lung biopsy, is vomiting

In addition, last year, when the parade went past 2201 Erive Avenue, no one was notified until two days before the parade when I notified the head of the housing Authority, who knew nothing about it.

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 7, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 104-17-18 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:

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	Gotta Getcha In Oasis	840 Wilson Ave. - One day event to be Held on August 19, 2017, to include the Whole property - Back of building on The Northside, parking lots to East, South & West.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
4235	Altmann, Donna M.	104 N. Lincoln Dr., Howards Grove
5301	Altmann, Terrance W.	104 N. Lincoln Dr., Howards Grove
0992	Boehlke, Allyson P.	1606 S. 20 th St.
7290	Bruinooge, Tarri L.	3404 N. 8 th St.
1654	Butler, George W.	1921 Garfield Ave.
1753	Chervenka, Tonia L.	817 Spring Ave.
1758	Cox, Patricia F.	2211 Cooper Ave.
1762	Decker, Kyle R. (Club)	4318 White Oak Lane
7637	Gerold, Matthew M.	114 S. Pershing St., Howards Grove
1770	Gruenke, Mysti D.	2402 N. 6 th St.
1756	Klein, Sara P.	3706 Superior Ave. AptA8
0223	Kotyza, Holly A.	712 Broughton Dr. #22

Consent

0842 Lewis, Joshua A.	4211 Autumn Ct. A201
1759 Lulow, Katrina N.	913 A Indiana Ave.
1750 Manns, Latesha D.	336 Superior Ave.
0247 Manyvanh, Rafael	2619 Main Ave.
1752 Mentink, Todd A.	2113 N. 5 th St.
1763 Meyer, Seth R.	2107 S. 9 th St.
6096 Miller, Michael S.	327 Superior Ave.
1760 Rauwerdink, Jeremiah J.	4625 Alyssa Lane
1768 Rothe, Andrew T.	4443 S. 8 th St.
1764 Stover, Andrea N.	2012 N. 19 th St.
0117 Theis, Robert R.	1628 S. 13 th St.
2688 Wriedt, Laurel L.	2006 N. 18 th St.
6815 Quasius, Jaclyn A.	2518 Main Ave.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

R. C. No. - 17 - 18 . By PUBLIC SAFETY. August 7, 2017.

Your Committee to whom was referred Res. No. 45-17-18 by Alderperson Draughon authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department; 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

5.2

Res. No. 45- 17 - 18. By Alderperson Draughon. July 17, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department.

WHEREAS, it is in the mutual desire of the City of Sheboygan and the Sheboygan Area School District to provide the Sheboygan Area Public Schools with Liaison officers from the Sheboygan Police Department; and

WHEREAS, the school liaison officer program promotes the public safety and welfare of the City; and

WHEREAS, the City and the school district have agreed to equally finance the cost of the school liaison officer program.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor, City Clerk and Finance Director are hereby authorized and directed to enter into agreement with the Sheboygan Area School District for the provision of school liaison officers from the Sheboygan Police Department to the Sheboygan Area Public Schools for the five-year period from July 1, 2017 through June 30, 2022, in accordance with the terms and conditions of the attached agreement, which is made a part hereof.

*Pub Safety
approve*

Swang Holzschel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN
AND
SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this ___ day of _____, 2017, by and between the City of Sheboygan, hereinafter referred to as the “**CITY**,” and the Sheboygan Area School District, hereinafter referred to as the “**DISTRICT**.”

WHEREAS, it is the mutual desire of the **CITY** and the **DISTRICT** to provide the Sheboygan area public high schools and middle schools with five (5) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the **CITY** and the **DISTRICT** have agreed to equally finance the cost of the high school and the middle school liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

1. The Sheboygan Police Department shall assign, on a full-time basis, a total of five (5) Police Officers to act as school liaison officers as follows:
 - a. One (1) officer to each of the **DISTRICT’S** two (2) public high schools, commencing July 1, 2017.
 - b. Three (3) officers to cover all three (3) of the **DISTRICT’S** public middle schools, commencing July 1, 2017.
2. Said department’s assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.
3. The **CITY** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers’ salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers’ salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
5. The **DISTRICT** shall pay its portion of the liaison officers’ salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

6. The term of this Agreement shall be five (5) years, commencing the latter of the 1st day of July 2017 or the date executed by the parties, and ending on June 30, 2022.

7. Nothing contained herein and agreed to by these parties shall abrogate the **CITY'S** responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the five(5) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY

FOR THE DISTRICT

Michael J. Vandersteen
Mayor

Board President

Susan Richards
City Clerk

Board Member

COUNTERSIGNED:

COUNTERSIGNED:

Nancy Buss
Finance Director

Joseph Sheehan
Superintendent

This Agreement is authorized by and in accordance with Res. No. ____-17-18.

Examined and Approved as to Form and
Execution this ____ day of _____, 2017.

Charles C. Adams
City Attorney

VIII

R. C. No. - 17 - 18 . By PUBLIC WORKS. August 7, 2017.

Your Committee to whom was referred Res. No. 46-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into an agreement for a ten foot underground electrical easement at the east side of Optimist Park; 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


5.4

Res. No. 46 - 17 - 18. By Alderperson Wolf. July 17, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for a ten foot underground electrical easement at the east side of Optimist Park.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Alliant Energy for a ten foot electrical easement at the east side of Optimist Park.

*Sub Wites
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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City Officials to enter into an agreement for an easement for Alliant Energy in Optimist Park.

REPORT PREPARED BY: David H. Biebel, Director of Public Works and Ryan J. Sazama, City Engineer.

REPORT DATE: July 12, 2017

MEETING DATE: July 24, 2017

BACKGROUND / ANALYSIS:

A ten foot underground electrical easement at the east end of Optimist Park for the improvement of service to the area.

ACTION REQUESTED:

Recommend approval of resolution.

ATTACHMENTS:

Two

Document No.

**EASEMENT UNDERGROUND
ELECTRIC**

The undersigned Grantor(s), **City of Sheboygan** (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation**, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said Easement Area to be **Ten (10)** feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

Record this document with the Register of Deeds

Name and Return Address:

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

Parcel Identification Number(s)

59281430847

This Easement is subject to the following conditions:

- 1. Designated Facilities:** This easement is for underground electric line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment and other appurtenant equipment associated with underground electric line facilities.
- 2. Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- 3. Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- 4. Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- 5. Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- 6. Restoration and Damages:** The Grantee shall at its option, restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- 7. Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- 8. Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- 9. Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- 10. Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

WITNESS the signature(s) of the Grantor this _____ day of _____, 2017.

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

Signature (SEAL)

Signature (SEAL)

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20____, the above named

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20____, the above named

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

JOSHUA REED – MI-TECH SERVICES

KEVIN STOEVEKEN – MI-TECH SERVICES

Checked by

July 7, 2017

Project Title:	Carmen Ave Pre – 1983 Cable Replacement
ERP Activity ID:	4049558
Tract No.:	6 OF 10
PPN:	

Exhibit A

GRANTOR'S PARCEL:

A part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Three (3), Town Fourteen (14) North, Range Twenty-Three (23) East of the 4th principal meridian, Sheboygan County, more particularly described as follows: Commencing at the north quarter corner of said Section Three (3), Town Fourteen (14) North, Range Twenty-Three (23) East; thence south 0°56' east coincident with the east line of the Northwest Quarter (NW 1/4) of said Section Three (3), and the west line of the plat of Parkwood Estates, a distance of 643.98 feet to the point of beginning; Thence, from said beginning south 0°56' east coincident with the aforementioned east line of the Northwest Quarter (NW 1/4) of Section Three (3), a distance of 1085.42 feet; thence south 89°24'27" west, a distance of 684.50 feet, thence north 0°56' west, a distance of 1078.05 feet; thence north 88°48'10" east, a distance of 684.50 feet to the point of beginning, being in the City of Sheboygan, County of Sheboygan, Wisconsin.

EASEMENT AREA:

A Ten (10) foot wide easement beginning at the Northeast corner of the above described parcel and abutting the East property line for the full length of the above described parcel and more particularly described and shown on attached Exhibit B incorporated into and made a part hereof by reference.

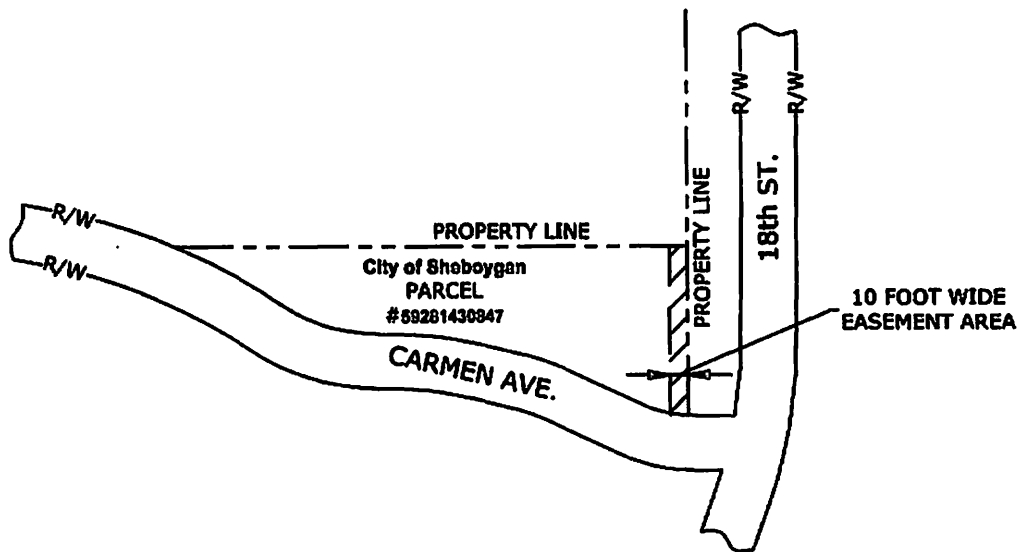
Being a part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, Wisconsin.

Grantor's deed recorded on February, 25 1972, as Document No. 944258 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

EXHIBIT "A"

A part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Three (3), Town Fourteen (14) North, Range Twenty-Three (23) in the City of Sheboygan, County of Sheboygan, Wisconsin.

A Ten (10) foot wide easement beginning at the Northeast corner of the above described parcel and abutting the East property line for the full length of the above described parcel and more particularly described and shown below.



NOT TO SCALE

VIII

R. C. No. - 17 - 18. By PUBLIC WORKS. August 7, 2017.

Your Committee to whom was referred Res. No. 47-17-18 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the complete replacement of the siding and trim on the Harbor Centre Marina Administration Building and three adjacent accessory structures; 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

5.3

Res. No. 47-17 - 18. By Alderperson Wolf. July 17, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete replacement of the siding and trim on the Harbor Centre Marina Administration Building and three adjacent accessory structures.

WHEREAS: The Harbor Centre Marina Administration Building has undergone several restoration projects over the past few years intended to repair damage as a result of moisture permeation past the building envelope. The final step in the process is the complete replacement of the original cedar lap siding on the structure(s) which has failed following constant exposure to moisture and sun light since the building was constructed and;

WHEREAS: The Purchasing Agent issued a Request for Bids for the replacement of the natural wood siding with an engineered, pre-finished product(LP SmartSide) which has a superior resistance to moisture penetration, rot, cupping, peeling and cracking along with a strong warranty behind it. Following a review of the bids received, the lowest bid of \$ 201,300.00, submitted by Quasius Construction Inc. of Sheboygan has been found to meet all of the specifications.

WHEREAS: In 2016 all of the windows in the building were replaced and the contractor found significant damage to the structure around and under the windows, which was ultimately repaired with costly change orders. Without removing the siding, it is impossible to predict what additional damage will be encountered. It is prudent to repair as much of this concealed moisture damage as possible prior to the application of the new siding. There is \$ 350,000.00 available for the project. Due to the aforementioned uncertainty as to the potential existing concealed damage, we are seeking approval of up to \$ 350,000.00 to correctly and satisfactorily restore the structure. All additional work found to be needed will be done through formal written change orders and following completion of the project, any unspent funds will be returned to the Finance Director.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Quasius Construction Inc. of Sheboygan, WI for the complete removal of all of the original natural wood siding and trim on the Harbor Centre Marina Administration Building and three accessory structures and followed by installation of SmartSide® engineered siding and trim which will restore the building envelope and replicate the aesthetic features of the existing siding while creating a much improved resistance to moisture, rot and damage from the sun.

*Pub Works
Motion to Support/Approve*

The base contract with Quasius Construction will be in the amount of \$ 201,300.00 and the balance of the budgeted amount of \$148,700.00 is to be held in reserve as a contingency to allow for proper remediation of probable concealed moisture damage uncovered during the project.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 29037500-621200 in payment of same.



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

R. C. No. - 17 - 18 . By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred DIRECT REFERRAL Res. 49-17-18 by Alderperson Donohue and Bohren authorizing entering into an agreement with Ruckert Mielke for preliminary engineering services related to the expansion of the Sheboygan Business center; 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 49 - 17 - 18 . By Alderperson Donohue and Bohren. August 7, 2017.

A RESOLUTION authorizing entering into an agreement with Ruckert Mielke for preliminary engineering services related to the expansion of the Sheboygan Business Center.

WHEREAS, in order to complete a wetland delineation and complete preliminary engineering plans to develop more detailed cost estimates to be used as part of the Tax Incremental District planning in a timely manner, the city staff recommends proceeding with the contract with Ruckert Mielke.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Ruckert Mielke for \$171,551 and draw orders on Account Number 407661100-521900 in payment of same.

*Finance
Personnel
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

July 19, 2017

Mr. Chad D. Pelishek
Director of Planning & Development
Department of City Development
City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081-4442

Re: Proposed Business Center Expansion Phase II Proposal

Dear Mr. Pelishek:

Ruekert & Mielke, Inc. (R/M) is pleased to submit our proposed scope and associated costs for Phase II of the City's proposed expansion of their existing business center.

We have recently completed the preliminary planning for the expansion which we will be presenting to the Common Council in the near future. With considerable input from you and the rest of the City staff, this recommended Master Plan will provide the basis for the City's strategy going forward.

Phase II of this project is the preliminary engineering for the expanded business center. It is our understanding that the City wants to begin construction of a portion of the business center in 2018. This is feasible, based upon our experience with other business parks we have designed, if we begin Phase II services by very early August 2017. A lot of work must be accomplished between now and Spring of 2018 in order to meet this goal. Some things, such as wetland delineations, must be completed by the end of October (or sooner) due to weather restrictions set by DNR.

SCOPE OF SERVICES

Based upon meetings with you and the rest of the City staff, we have prepared the following lists of tasks for Phase II.

Sanitary Sewer System

- Review existing system w/Staff
- Develop peak flows
- Layout sanitary sewer
- Sanitary sewer routing
- Determine any needed downstream improvements
- Review w/Staff
- Prepare phasing plan
- Prepare cost estimates

~Sheboygan City 8000 10001 Business Park Expansion > 100 Study > Meeting > Pelishek-20170719-Proposed Business Center Expansion Phase II Proposal.docx~

Mr. Chad D. Pelishek, City of Sheboygan
Proposed Business Center Expansion Phase II Proposal
July 19, 2017
Page 2

Notify Bay-Lake RPC of proposed sewer extensions
Prepare exhibits

Water Supply & Distribution

Layout water system
Review w/Staff
Prepare phasing plan
Prepare cost estimates
Prepare exhibits

Storm Water Management

Discuss & determine concepts w/Staff
Prepare storm water Master Plan
Pond sizing & placement
Water quality objectives
Layout storm water system
Review w/Staff
Prepare phasing plan
Prepare cost estimates
Prepare exhibits

Streets

Determine traffic projections & layout
Boulevard
Roundabouts
Develop Typical Section
CTH OK intersections
Review w/Staff
Meet w/Sheboygan County PW re: connections to CTH OK
System layout
Prepare phasing plan
Prepare cost estimates
Prepare exhibits

Mr. Chad D. Pelishek, City of Sheboygan
Proposed Business Center Expansion Phase II Proposal
July 19, 2017
Page 3

Overall Grading Plan

- Perform preliminary grading plan & earthwork balance
- Review w/Staff
- Prepare phasing plan
- Prepare cost estimates
- Prepare exhibits

Landscaping Amenities

- Paths
- Pond/Common areas
- Street lighting
- Gateway component options
- Review w/Staff
- Prepare cost estimates
- Prepare exhibit

Overall Site Plan

- Discuss frontage road acquisition w/WDOT/Sheboygan County
- Utilize previous Lidar mapping of area (including survey control) provided by Sheboygan County
- Prepare Plat of Survey
- Prepare Base Map w/Existing Municipal Utilities
- Perform wetland delineation of the initial 200 acres

Even though the City will probably only initially construct a portion of the entire area outlined in yellow on the enclosed map, it is necessary to plan the entire outlined area in order to accurately estimate the extent (sizes, depths, locations, etc.) of the infrastructure and their associated costs.

DELIVERABLES

We will furnish approximately 65% complete engineering documents and accompanying cost estimates for review by the Common Council for their deliberations on proceeding further.

Mr. Chad D. Pelishek, City of Sheboygan
Proposed Business Center Expansion Phase II Proposal
July 19, 2017
Page 4

If at that time, the Common Council chooses to move forward, the next step would be preparation of final, biddable engineering plans, specifications and bidding documents for construction of the infrastructure to serve the business center expansion beginning in early Spring of 2018.

SCHEDULE

Assuming we receive authorization from the City to begin by August 7, 2017, we will commit the necessary resources to complete this phase by October 1, 2017. We will also be able to provide your financial consultant with the preliminary cost estimates prior to that for their use in preparing a tax incremental project plan.

ESTIMATED FEES

Based upon the above outlined Scope of Services, we propose to perform the stated tasks at our hourly rates at a cost not to exceed \$171,551.00. If the Lidar mapping from Sheboygan County is insufficient for our use, the cost would increase by \$30,000.

We are prepared to begin work immediately upon authorization from the City.

Please contact me with any questions. We look forward to working with the City on this very exciting project.

Very truly yours,

RUEKERT & MIELKE, INC.

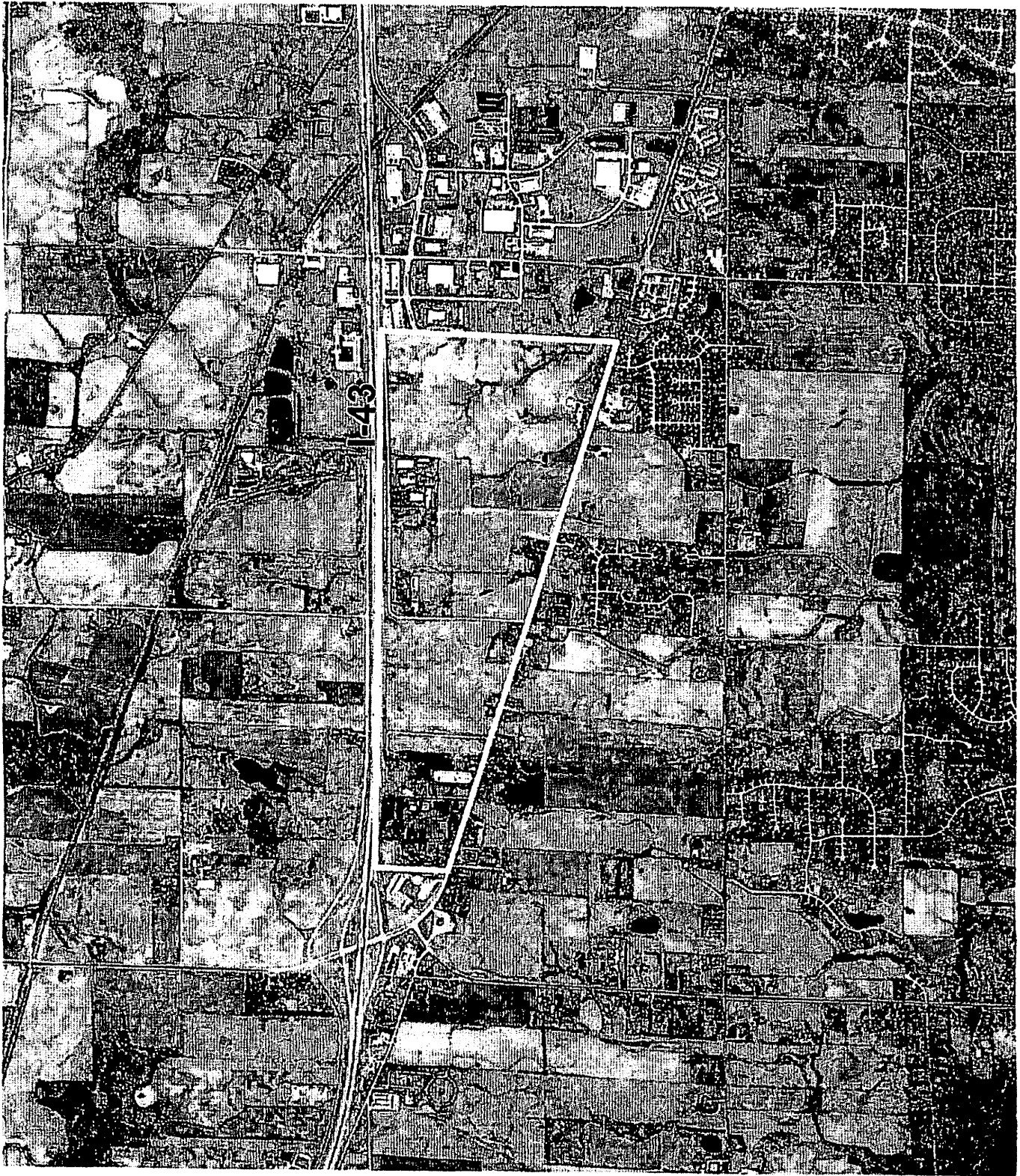


Joseph W. Eberle, P.E. (WI, IL, MN)
Senior Project Manager
jeberle@ruekert-mielke.com

JWE:jlb
Enclosure

cc: Andy Petersen, P.E., Ruekert & Mielke, Inc.
File

Phase II Area

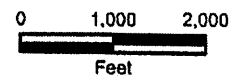


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Legend

Study Area



Ruckert · Mielke

III

4.1

R. O. No. 109 - 17 - 18. By DIR. OF PLANNING AND DEVELOPMENT.
August 7, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting approval to provide site access agreements to the following property owners for the planning and design services needed for the expansion of the Sheboygan Business Center with similar terms in all of the agreements:

- Wilson Land Holdings, LLC
- Jim Zemezouak and Kevin Dretzka
- Wisconsin Power and Light
- Boerke Companies
- Sheboygan Water Utility
- Bruggink Trust

suspend + pass

Director of Planning and Development

SITE ACCESS AGREEMENT BETWEEN

City of Sheboygan

and

Wilson Land Holdings, LLC

and

Jim Zemezouak and Kevin Dretzka

This site access agreement ("Agreement") is made as of _____, 2017, by and between Wilson Land Holdings, LLC and Jim Zemezouak and Kevin Dretzka, hereinafter referred to as "Grantor," and the City of Sheboygan hereinafter referred to as "Grantee".

1.0 RECITALS

- 1.1 Grantor owns certain real estate property between I-43 and South Business Drive known as parcel numbers: 59030454532, 59030458974, 59030458975, 59030458976, 59030459071, 59030459142, & 59030459145.
- 1.2 Grantee desires to perform the following work on the Property (the "Work"):
 - Wetland Delineation Work
 - Survey Work
- 1.3 The parties desire to enter into this Agreement to give access to the Property to Grantee or its representatives or consultants for the purpose of performing the Work.

2.0 AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

3.0 TERMS

- 3.1 Grantee or its representatives or consultants may perform the Work on the Property. Grantee or its representatives or consultants may enter onto the Property for the purpose of performing the Work.
- 3.2 Grantee agrees not to permit any liens to stand against the Property for Work done or materials furnished by Grantee, and Grantee agrees to indemnify and hold Grantor harmless from any such liens for Work performed under this Agreement.
- 3.3 If the Property shall be disturbed by the performance of the Work, then upon completion of the Work the Property shall be reasonably restored by Grantee to as close to its original condition just prior to such disturbance.
- 3.4 Subject to applicable, law, Grantee agrees to indemnify, defend, and save Grantor, its agents, consultants or employees harmless against all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys' fees and court costs, resulting from injuries to persons or damage to property on the Property which arise out of any negligent act of Grantee, its agents, consultants or employees in performing the Work allowed by the site access provided by this Agreement, except to

the extent the same may be caused by the negligence of Grantor, its agents, consultants or employees.

3.5 This Agreement may be terminated by either party upon five (5) business days prior written notice.

3.6 Grantee shall use its best efforts to perform the Work in a manner so as not to unreasonably interfere with Grantor's use or occupation of the Property.

3.7 This Agreement shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the day and year first above written.

**Wilson Land Holdings, LLC/
Jim Zemezouak and Kevin Dretzka**

City of Sheboygan

(by)

(by)

(Title)

(Title)

II

R. O. No. _____ - 17 - 18. By DIR. OF PLANNING AND DEVELOPMENT.
August 7, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, adopting the 2017 Analysis of Impediments to Fair Housing plan as prepared by the Department of City Development. The City of Sheboygan receives annual Community Development Block Grant (CDBG) allocations and one requirement of these entitlement funds is that the City has a current adopted Analysis of Impediments. The current plan is dated 2012 to 2017. HUD has advised that we need to have a plan for the next two years before we undertake the new Assessment of Fair Housing process that needs to be completed by 2019. The reason for the suspension of the rules is that the updated two year plan needs to be submitted with the Entitlement Annual Action Plan which is due no later than August 16, 2017.

*Suspend
& Pass.*

Director of Planning and Development

City of Sheboygan

Analysis of Impediments to Fair Housing



The "City of Sheboygan: Analysis of Impediments to Fair Housing 2017" should be used as a meaningful tool and roadmap for the community to take steps to ensure equal access to housing opportunities for all persons in the City of Sheboygan. This study contains an analysis of demographic and economic characteristics in relation to their impact on fair housing, a discussion of fair housing impediments, and a series of recommendations designed to dismantle the impediments identified.

Table of Contents

I.	Table of Contents	1
II.	Executive Summary	2
III.	Introduction	7
	a. Overview	
	b. Scope of Study	
	c. Fair Housing	
IV.	Sheboygan Background Data	8
	a. Overview	
	b. Sheboygan Metropolitan Area	
	c. Sheboygan Population Distribution	
	d. Racial Composition	
	e. Household Profiles	
	f. Housing Characteristics	
	g. Age Distribution	
	h. Employment and Income	
	i. Housing Supply	
	j. Education	
V.	Assessment of Current Fair Housing	23
	a. Fair Housing Programs and Activities	
	b. Sheboygan Fair Housing Ordinance	
	c. City of Sheboygan Comprehensive Plan	
	d. Fair Housing Legal Status	
	e. Fair Housing Commission	
	f. Focus Group Results	
VI.	Impediments to Fair Housing Choice	25
VII.	Recommendations	37
VIII.	Resolution	43
IX.	Appendix	44

Executive Summary

The “City of Sheboygan: Analysis of Impediments to Fair Housing 2017” should be used as a meaningful tool and roadmap for the community to take steps to ensure equal access to housing opportunities for all persons in the City of Sheboygan. This study contains an analysis of demographic and economic characteristics in relation to their impact on fair housing; a discussion of fair housing impediments; and a series of recommendations designed to dismantle the impediments identified.

Sheboygan Background Data

An analysis of the demographic and economic characteristics in Sheboygan assists in identifying trends that currently have or will have an impact on Sheboygan’s housing market and impediments to fair housing choice. Some of the major findings include:

- Over the last five years, the Asian population has increased dramatically.
- Household sizes over the last five years, particularly among Asian and Latino households, have increased.
- Homeownership among all minority groups is lagging significantly behind that of whites.
- The median age for minorities is much lower than that of whites.
- Unemployment rates are higher for African Americans and Latinos than that of whites and Asians. Subsequently, median incomes are lower for African Americans and Latinos than for whites and Asians.
- The proportion of Asians and Latinos without a high school diploma is significantly higher than that of whites and African Americans.
- A majority of Sheboygan’s housing is comprised of older housing units.
- Sheboygan’s housing supply does not contain many large units (4 bedrooms or more).

Update on Impediments accomplished from the 2012-2017 Plan

In 2013, the City of Sheboygan updated its flawed Fair Housing Ordinance to be consistent with state and federal laws on fair housing.

Currently in 2017, Gorman USA, an affordable housing developer, is under construction on a former elementary school conversion into new Section 42 affordable and accessible housing units. In 2018, a 100 unit conversion of the former Tannery Building is planned as Section 42 Affordable Housing Units as well.

In the past five years, the City of Sheboygan has been aggressive in funding agencies that can assist with fair housing impediments as it relates to budget and financial counseling services, post purchase housing counseling, leveraging community non-profits to provide additional resources to low income homeowners to rehabilitate properties.

The City also hosted in 2016 a fair housing seminar for landlords to learn more about fair housing issues in their rental issues.

Impediments to Fair Housing Choice

An *impediment* to fair housing choice are defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin. Impediments may take the form of a city or other governmental entity's policy, practice or procedure, housing industry practices, or other societal factors that may contribute to impeding a person or family from obtaining housing. The City of Sheboygan's research and interviews with community representatives helped identify the following impediments:

City of Sheboygan Impediments

- **Impediment #1: Group Homes of Community Living Arrangements (CLA):** Advocates for persons with disabilities in other communities have waged successful legal challenges against municipal ordinances that are similar to Sheboygan's. These challenges asserted that these types of ordinances were too restrictive and were found to have violated the Federal Fair Housing Act.
- **Impediment #2: Inadequate Affordable Housing Supply Relative to Resident Income:** Currently, 40% of Sheboygan households (2,901 households) pay 30% or more of their income for rent. Three impediments that contribute to the shortage of larger (4 bedrooms or more) affordable housing are the structural quality of housing available, the lack of financial resources to build/preserve/rehabilitate affordable housing, and a lack of housing choice section 8 rent assistance vouchers.
- **Impediment #3: Poor Credit, Lack of Credit History and Lack of Financial Literacy:** Poor credit history, whether incurred by personal choices or circumstances beyond a person's control, can hinder a person's access to housing.
- **Impediment #4: Racial/Ethnic Segregation and Linguistic Isolation:** Almost all of the minority population in Sheboygan County is located in the City of Sheboygan. Specifically, the Latino and Asian populations are in the east central part of the City. While segregation and minority concentration are not as serious in Sheboygan as they are in larger urban areas like Milwaukee and Detroit, it is important to recognize their existence now, before the long term effects and costs of segregation start to impact Sheboygan as they have in Milwaukee and elsewhere.

Linguistic isolation exists in over 5% of the households in one census tract. Not surprisingly, those census tracts correspond with tracts that have a higher minority population. A population that does not speak English well will have specific housing impediments related to communicating effectively with a rental agent, real estate agent, mortgage lender or insurance agent.

Federal and State Impediments

While the City of Sheboygan is not directly involved in these Federal and State impediments, it is essential to address them because they impact the City's ability to "affirmatively further fair housing" as required by HUD. Federal and State impediments identified are:

- Impediment #8: Section 8 Housing Choice Vouchers Availability: Cuts in funding to the Section 8 program impedes local communities' ability to assist their population in finding quality, affordable housing.
- Impediment #9: Frequent Attacks on the Community Reinvestment Act (CRA) by Banking Regulators: The constant attack on the CRA by banking regulators hurts low- and moderate-income neighborhoods. Both urban areas and rural communities depend on CRA to leverage affordable housing and economic development.
- Impediment #11: Wisconsin Housing and Economic Development Authority (WHEDA) LIHTC allocation scoring Limits Housing Opportunities: WHEDA's LIHTC allocation scoring limits housing opportunity and contributes to the concentration of poverty as well as racial/ethnic segregation in Sheboygan.
- Impediment #12: No Infrastructure between Medicare/Medicaid and Section 8: The lack of infrastructure between Medicare/Medicaid and Section 8 costs the government more money and keeps persons with disabilities segregated and living in institutions instead of being integrated into society.

Private Market Impediments

Private market impediments are obstacles to fair housing in the housing production, mortgage lending and rental and home sales markets. Though Sheboygan is limited in its ability to directly address private market impediments, it can take a leadership role in bringing these issues to the public's attention.

- Impediment #13: Housing Producers: The main impediment to fair housing in housing production is attributed to a lack of programs that provide financial incentives to developers to build accessible housing, affordable housing or larger housing units to accommodate large families.
- Impediment #14: Mortgage Lending: Discrimination in mortgage lending prevents or impedes home seekers from obtaining the financing normally required to purchase a home. The major impediments identified include:
 - ❖ *Discrimination in the Lending Market*
 - ❖ *Lack of Spanish/Hmong-speaking lenders*
 - ❖ *Foreclosures*
 - ❖ *Lack of flexible underwriting to accommodate persons with no credit history*

- **Impediment #15: Housing Sales and Rental Markets:** A major impediment to housing choice is discrimination in the sale and rental of housing. Racial discrimination remains the major form of discrimination in the housing market and there is evidence that despite legislative and enforcement efforts, it has not diminished. In addition, with the burgeoning Hmong and Spanish-speaking populations, it is important to ensure an equal level of service be available to alleviate this impediment to fair housing choice.

Recommendations

The *Recommendations* are the most critical element of the Analyses of Impediments to Fair Housing for local communities to address and remedy the barriers identified.

City of Sheboygan Recommendations

- **Recommendation #1: Devote Resources to a Comprehensive Review of Section 15.26 of the City of Sheboygan's Ordinances: Community Living Arrangements (CLA):** The City should partner with disability advocacy groups and Independent Living Centers to review and analyze the Community Living Arrangements section of their zoning ordinance.
- **Recommendation #2: Facilitate the Production of Affordable and Accessible Housing:** The City should do the following: establish an affordable/accessible housing production task force; utilize Tax Incremental Financing (TIF) to produce accessible and affordable housing; enforce existing laws that ensure accessible housing construction; continue to implement the Housing Rehabilitation program; and incorporate Home Modification Requirements into the Housing Rehabilitation program.
- **Recommendation #3: Fund Post-purchase Counseling:** The City should fund post-purchase counseling services conducted by a viable homebuyer counseling agency in order to successfully combat predatory loans in the Sheboygan community.

Federal and State Recommendations

- **Recommendation #4: Advocate for Changes in State and Federal Programs to Expand Affordable Housing Options:** The City should advocate for the following: additional Section 8 Housing Choice Vouchers; affordable housing production resources; revisions to WHEDA's Low Income Housing Tax Credit (LIHTC) program allocation scoring; and for the creation of a smoother infrastructure between Medicare/Medicaid and Section 8.

Private Market Recommendations

- Recommendation #5: Advocate for Open and Inclusive Real Estate and Rental Markets: The City of Sheboygan should advocate for more open and inclusive home rental and sales markets by working with the housing industry and appropriate State departments.
- Recommendation #6: Improve Access of Minority and Low-Income Applicants to Home Mortgages: The City should help minority and low-income loan seekers to obtain greater access to home mortgages.

Introduction

Overview

The following report, the “City of Sheboygan: Analysis of Impediments to Fair Housing” is required by the U.S. Department of Housing and Urban Development (HUD) from all communities that receive Community Development Block Grant (CDBG) funds.¹ The AI serves as the basis for fair housing planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts. To maximize the potential of this report, the community must view it as more than just a requirement for receiving block grant funding. It should be used as a meaningful tool and roadmap in order for the community to take steps to ensure equal access to housing opportunities for all persons in the City of Sheboygan.

Scope of Study

The City of Sheboygan: Analysis of Impediments to Fair Housing was conducted by the City of Sheboygan, Department of City Development. The report contains several components. First, the study provides an analysis of demographic and economic characteristics in relation to their impact on fair housing. Next is a discussion of impediments within the City of Sheboygan’s policies, procedures and practices; within other governmental level policies; and within the private markets such as: mortgage lending, homeowners insurance, real estate sales and the rental market. These impediments were identified as a result of extensive research and interviews with community representatives. The report concludes with a series of recommendations designed to dismantle those impediments identified in the previous section.

Fair Housing

¹ Under the Housing and Community Development Act of 1975, all recipients of Federal Community Development Block Grant (CDBG) funds, used for various housing and community development activities which primarily benefit low and moderate income persons, are required to certify that they will comply with Title VIII of the Civil Rights Act (also known as the Federal Fair Housing Law). HUD must ensure that all programs and activities relating to housing and community development are administered in a manner “affirmatively to further the purpose of Title VIII.” In 2012 the City of Sheboygan received \$793,502 in CDBG funds from HUD, down from \$981,553 in 2011.

Fair housing is a civil right that guarantees equal housing opportunities for all persons regardless of race, color, religion, sex, disability, familial status, national origin, (federal and state) source of income, age, marital status and sexual orientation (state only).² These categories, which are covered under these laws, are known as “protected classes.” An *impediment* to fair housing is anything that may hinder or prevent a person from having equal access to housing because of their membership in one of the previously mentioned protected classes. Impediments may take the form of a city or other governmental entity’s policy, practice or procedure, housing industry practices, or other societal factors that may contribute to impeding a person from obtaining housing.

Sheboygan Background Data

Overview

A combination of discrimination, geographic preferences, demographic shifts, changes in the number and structure of households and the economy, among other things account for the City of Sheboygan’s current housing conditions. Geographic Information Systems (GIS) maps are used in this report to map socioeconomic and housing market conditions and to assist in highlighting patterns that may otherwise go unnoticed. The City of Sheboygan’s demographic, economic and social characteristics will be discussed in this section and connections will be made to characteristics that are related to impediments in the housing market.

Sheboygan Metropolitan Area

In order to evaluate the demographic and economic characteristics of the City of Sheboygan, the entire Sheboygan Metropolitan area must be analyzed to provide a larger base and to serve as a comparison to the City. The City of Sheboygan is part of the larger Sheboygan Metropolitan Statistical Area (Figure 1), as defined by the U.S. Census Bureau. The Sheboygan Metropolitan Statistical Area (MSA) and Sheboygan County share the same boundaries. The maps below illustrate the geographic areas analyzed in order to review socioeconomic housing patterns.

² In Accordance with 24 CFR 570.904 fair housing choice is defined as the “ability of persons regardless of race, color, religion, sex, handicap, familial status or national origin, of similar income levels to have available to them the same housing choices.” Impediments to fair housing are defined as, “any actions, omissions, or decisions, which restrict housing choice because of race, color, religion, sex, national origin, familial status or handicap.”

Figure 1: Metropolitan Sheboygan³

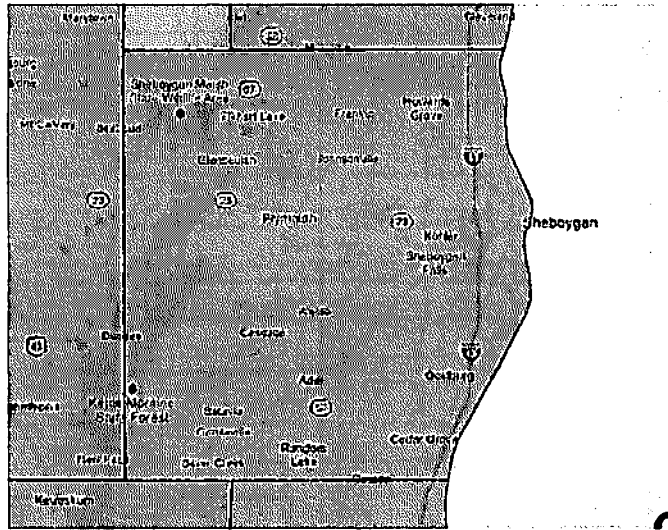
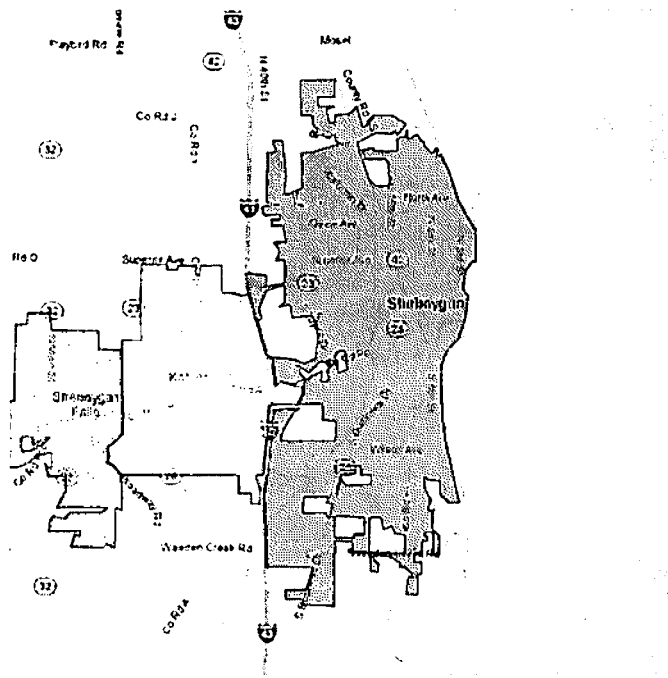


Figure 2: City of Sheboygan⁴



³ Source: <http://2010.census.gov/2010census/popmap/>

⁴ Source: <http://2010.census.gov/2010census/popmap/>

Sheboygan Population Distribution

In 2010, the City of Sheboygan’s population was 49,288, a decrease of 2.96% from 2000. This is in contrast to the surrounding county, which grew by 2.54% during the same period. During this period of slight decrease, whites in the City experienced a decline in population while most minority groups grew at a rapid rate. The implication is that while people of color were moving into the City of Sheboygan, whites were leaving. American Community Survey estimates illustrate this trend continuing on through 2015 where the population of the City of Sheboygan decreased further, while the County population also saw a slight decrease, but continues to increase their share of the overall population.

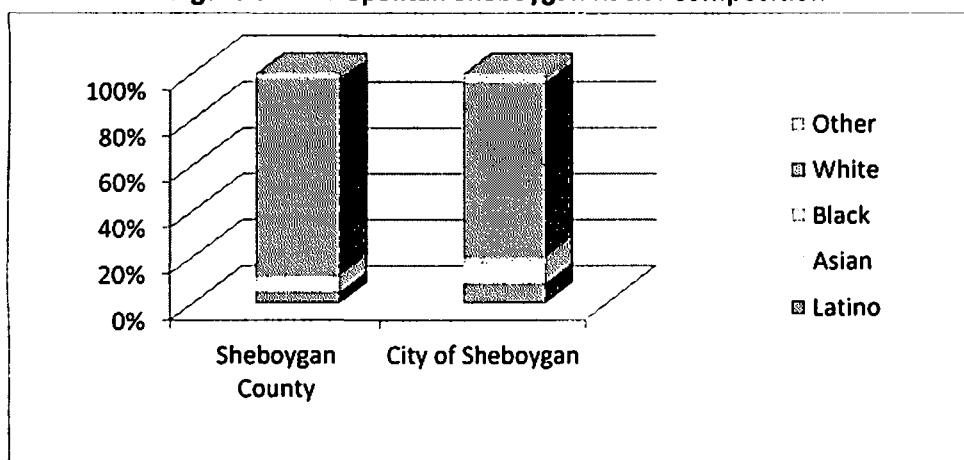
Table 1: Metropolitan Sheboygan Population Distribution⁵

Geography	2000		2010		2015 (estimate)	
	Population	Percent	Population	Percent	Population	Percent
Sheboygan County	112,646	55%	115,507	57%	115,226	58%
City of Sheboygan	50,792	45%	49,288	43%	48,853	42%

Racial Composition

There is evidence of a racial segregation component to the housing patterns in the City of Sheboygan. In 2010, 75% (13,608 persons) of the Sheboygan metropolitan minority population resided in the City. As pointed out above, the white population actually decreased by 5.8% during the 2000s in the City of Sheboygan while whites accounted for a majority of the growth for the outlying communities in Sheboygan County during that same period. Figure 3 depicts the racial housing pattern in Sheboygan County.

Figure 3: Metropolitan Sheboygan Racial Composition



⁵ Source: www.census.gov and ACS Demographic and Housing Estimates, 2011-2015 ACS Survey 5-year Estimates

City of Sheboygan: Analysis of Impediments to Fair Housing | 2017

Asians experienced the most pronounced percentage increase in population between 1990 and 2010. Between 1990 and 2000 the Asian population grew by 70% (1343 persons) and between 2000 and 2010 the Asian population grew by 36% (1169 persons). The Asian population now accounts for 9% of the overall population in the City of Sheboygan. The Hispanic population had a large increase between 1990 and 2000 of 142% (1782 persons); however, between 2000 and 2010 the Hispanic population shifted and decreased by 43% (1295 persons). The African American population experienced a huge growth rate and grew 294% (306 persons) between 1990 and 2000 and grew by another 115% (475 persons) between 2000 and 2010.

American Community Survey estimates from the 5-year ACS survey shows similar trends in regard to a growing minority population in Sheboygan. Between 2010 and 2015, the most notable difference in population growth based on race/ethnicity is the increase in Hispanic/Latino populations from 3.53% to 10.4%, which is an increase of 3,354 individuals who identify as Hispanic/Latino.

Despite the rapid growth of the minority populations and the decline in the white population during the 1990's and 2000's, whites still make up the vast majority of the population within the City of Sheboygan. Table 2 summarizes the population growth characteristics experienced in the City of Sheboygan between 1990 and 2010, and includes population estimates from the American Community Survey for 2015.

Table 2: City of Sheboygan Population by Race⁷

	1990		2000		2010		2015 (Estimate)	
	Population	Percent	Population	Percent	Population	Percent	Population	Percent
Not Hispanic or Latino			47758	94.03%	44,422	90.13%	43,760	89.6%
Hispanic/Latino	1,252	2.46%	3,034	5.97%	1,739	3.53%	5,093	10.4%
Asian	1,927	3.78%	3,270	6.44%	4,439	9.01%	5,158	10.6%
Black	104	0.20%	410	0.81%	885	1.80%	932	1.9%
White	46,901	92.09%	43,189	85.03%	40,685	82.55%	40,226	82.3%
Indian/Alaskan Native	216	0.42%	198	0.39%	242	0.49%	96	0.2%
Hawaiian		0.00%		0.00%	12	0.02%	12	0%
Other Race	528	1.04%	23	0.05%	31	0.06%	1,144	2.3%
2 or more races			668	1.32%	1,255	2.55%	1,285	2.6%
Total	50,928	100.00%	50,792	100.00%	49,288	100.00%	48,853	100%

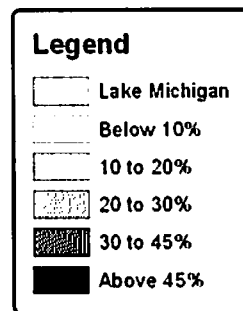
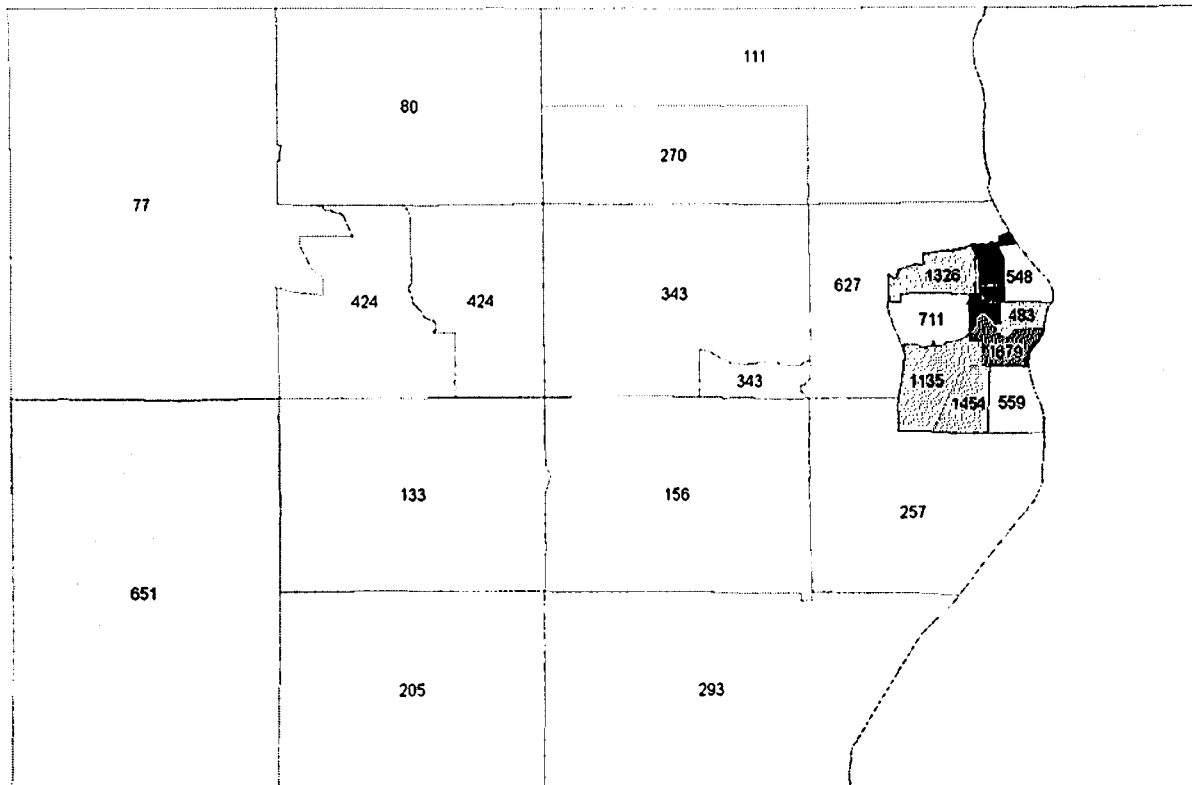
⁶ Source: www.census.gov

⁷ Source: www.census.gov

Map 1: Minority Residents in Sheboygan County (MSA)

Map 1 illustrates where all non-whites in Sheboygan County live. An overwhelming majority of people of color, also indicated in Figure 3, reside in the City of Sheboygan.

Number of Minority Residents - Sheboygan County



Household Profiles

Throughout much of the U.S., an increase in households is occurring at a rate that exceeds population growth. This is due to the growing number of single person and single parent households, longer life expectancies, the rate of divorce, etc. A by-product of this trend is smaller household size. Overall, household formation in the City of Sheboygan reflects these national trends – the City of Sheboygan has seen the number of households increase by 6% between 1990 and 2000; however, between 2000 and 2010, the City has seen a slight decrease in the total number of households (2%). This may be an effect of the decrease in population or result of the current economic condition. Also reverse of this trend is the increase seen in 6 and 7 person households. Between 2000 and 2010, the City saw an 18% (70 households) increase in 6 person households, and a 3% (11 households) increase in 7 person households. The City did see an increase in the number of 1 person households of 1% (80 households).

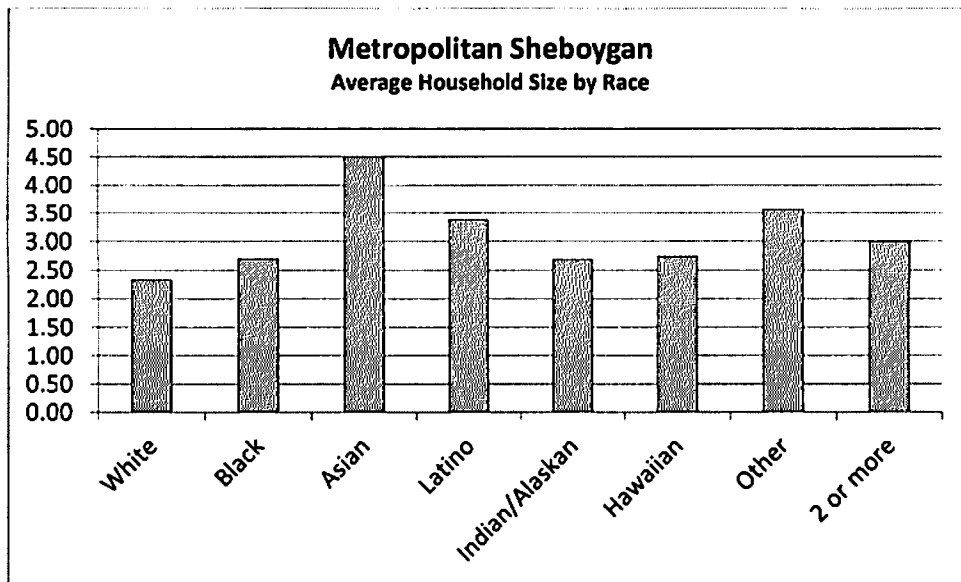
Table 3: City of Sheboygan Household Size⁸

Household Size	2000		2010	
	Number	Percent	Number	Percent
1 Person	6,698	32.2%	6778	33.4%
2 Person	6,975	33.6%	6634	32.7%
3 Person	2,903	14.0%	2780	13.7%
4 Person	2,407	11.6%	2260	11.1%
5 Person	1,032	5.0%	1011	5.0%
6 Person	386	1.9%	456	2.2%
7 Person	378	1.8%	389	1.9%
Total	20,779	100.0%	20,308	100.0%
Average Household Size	2.4		2.4	

As illustrated in Figure 4, minority households tend to be much larger than white households; as a result, they require larger housing units. For example, white households have an average household size of just over two persons for both the City of Sheboygan and the County. However, Asians have an average household size of four-and-one-half persons. Latinos have an average household size of over three persons. African Americans have an average of over two-and-one-half persons per household. These numbers compare to an average household size of about two-and-one-half for the State of Wisconsin and United States.

⁸ Source: www.census.gov

Insert Figure 4: Metropolitan Sheboygan Household Size by Race⁹



City of Sheboygan residents have experienced changes in marital status between 2000 and 2010, as illustrated in Table 4. For example, persons falling within the “never married” category of marital status have increased by 15%, or 1,463 persons, while “married” persons have declined by 13% 2,876 persons. This may be due in part to persons waiting until they’re older to get married. “Divorced” persons increased to 4,259 in 2010, an increase of just 4%. Both the increase in divorced persons and an increase in persons not married are related to smaller overall household sizes.

Table 4: City of Sheboygan Marital Status¹⁰

Marital Status	Never Married	Married	Divorced	Widowed
2000	10,455	22,061	4,111	3,361
2010	11918	19185	4259	3048
Change	-1463.00	2876.00	-148.00	313.00
% Change	14%	-13%	4%	-9%

⁹ Source: www.census.gov

¹⁰ Source: www.census.gov

Housing Characteristics

The City of Sheboygan experienced a housing unit increase of 2.7% from 2000 to 2010, or 577 housing units. Vacant housing units accounted for all of the 577 housing unit increase, with an increase of 1,048 units. This may be due to the economic decline in the later 2000’s as well as due to the decrease in population seen in the City of Sheboygan. Owner-occupied housing accounted for 61% of occupied housing units in the City of Sheboygan, as opposed to the 39% who are renter-occupied.

Updated estimates from the 2015 5-year American community Survey point to similar trends to 2000-2010 in housing unit occupancy, with a slight 0.9% increase in occupancy from 2010 to 2015. Owner-occupied units have declined slightly and rental units have increased slightly, with a 0.7% change between 2010 and 2015.

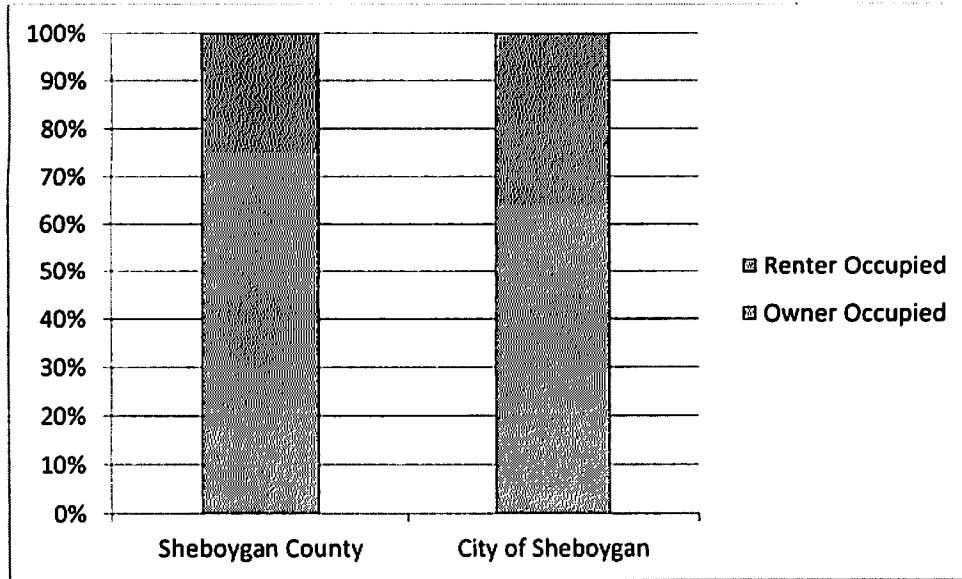
Table 5: City of Sheboygan Homeownership Status¹¹

Household Size	2000		2010		2015 (Estimate)	
	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	21,762		22,339		21,994	
Occupied	20,779	95.5%	20,308	90.9%	20,183	91.8%
Owner	12,698	61.1%	12,430	61.2%	12,218	60.5%
Renter	8,081	38.9%	7,878	38.8%	7,965	39.5%
Vacant	983	4.5%	2,031	9.1%	1,811	8.2%

As mentioned, Sheboygan’s housing stock is primarily owner-occupied; however, Sheboygan County’s owner occupancy is higher, at 70.7%, than the city’s at 60.5%.

Figure 5: Metro Sheboygan Homeownership Status

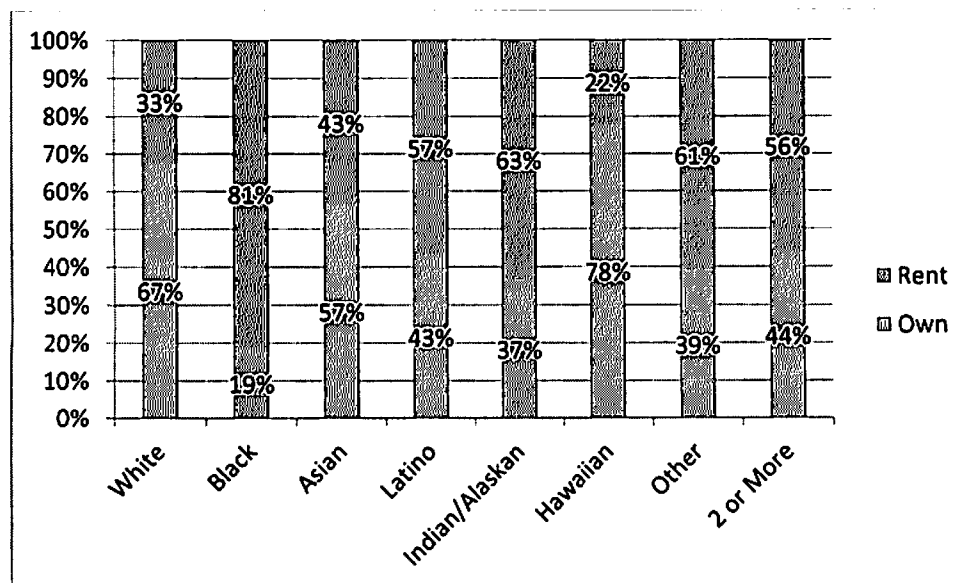
¹¹ Source: www.census.gov



*based on 2015 ACS Estimates

There are vast disparities in homeownership rates by race in the City of Sheboygan. For instance, more than three times as many whites own their own homes compared to blacks, about 35% more whites own their homes than Latinos, and about 15% more whites own their homes than Asians. The fair housing implications for these disparities will be discussed in detail in the next section.

Figure 6: City of Sheboygan Homeownership Status by Race¹²

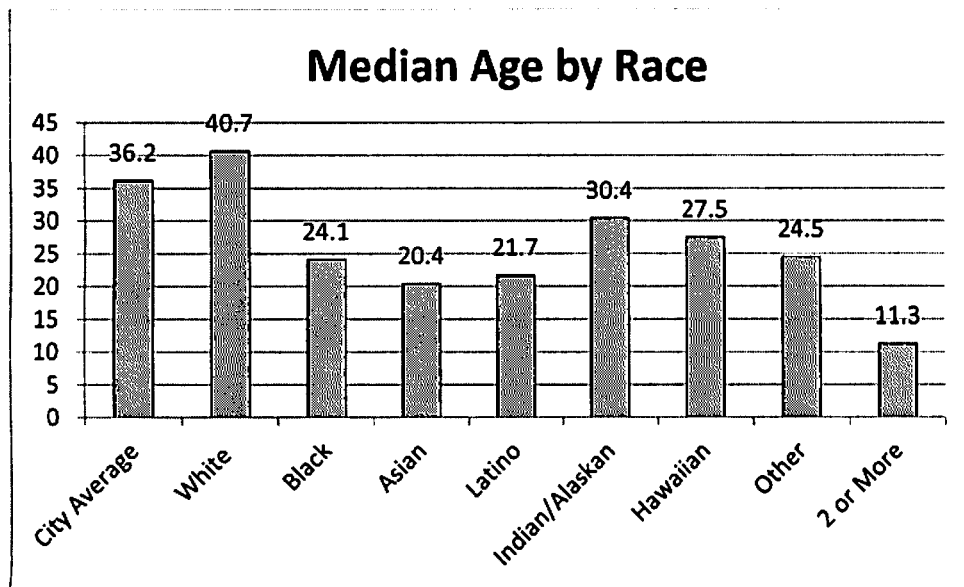


¹² Source: www.census.gov

Age Distribution

The median age for the City of Sheboygan is 36, which is a year less than the United States median age and the State of Wisconsin median age of 37, and a significant four years less than the Sheboygan County median age of 40. Median age by race and ethnicity varies significantly in Sheboygan, as shown in Figure 7. For instance, Asians have a median age that is 50% below that of whites, while blacks have a median age that is roughly 41% less than whites and Latinos have a median age that is 47% less than whites. The significantly younger median age of minority households presents many implications for future and current housing needs. Currently, larger units are needed to accommodate larger families with children. The younger median age of persons of color suggests that many of these implications of the younger median age are clear. As the children of these families become adults – they will likely create demand for affordable housing and larger housing units (currently housing characteristics more prevalent in minority communities).

Figure 7: City of Sheboygan Median Age by Race¹³

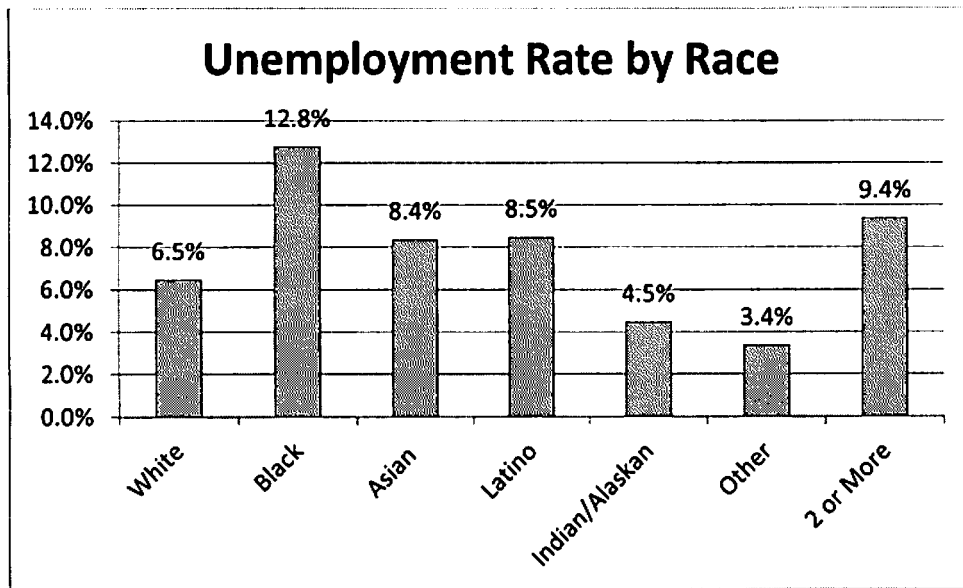


¹³ Source: www.census.gov

Employment and Income

The City of Sheboygan’s unemployment rate in 2010 was 5.2%, which compares to 6.9% for the United States and 6.1% for the State of Wisconsin. However, the unemployment rate for blacks in the City of Sheboygan is 97% higher than for whites, and for Asians and Latinos it is roughly 30% higher.

Insert Figure 8: Unemployment by Race¹⁴



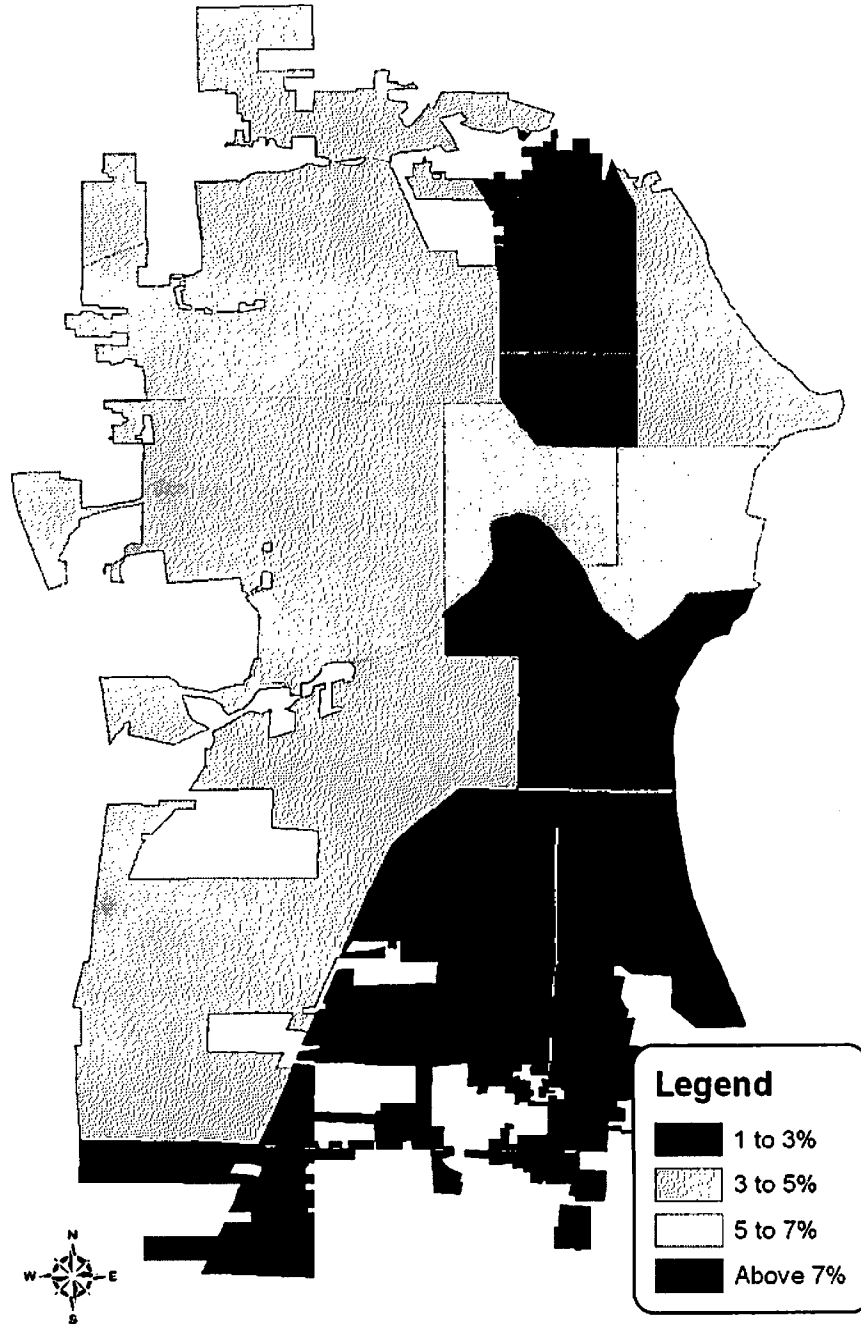
Furthermore, on average – blacks earn \$11,439 less per year than whites, which works out to roughly \$953 per month. Latinos earn \$11,364 less per year than whites, or \$947 per month. Given the relatively higher unemployment rates and lower incomes of African Americans and Latinos in Sheboygan, the need for affordable housing for these populations is more evident.

¹⁴ Source: www.census.gov

Map 2: City of Sheboygan’s Unemployed Population

Map 2 illustrates the proportion of persons unemployed in each census tract in the City of Sheboygan. The highest unemployment rates are in census tracts toward the East side of the City.

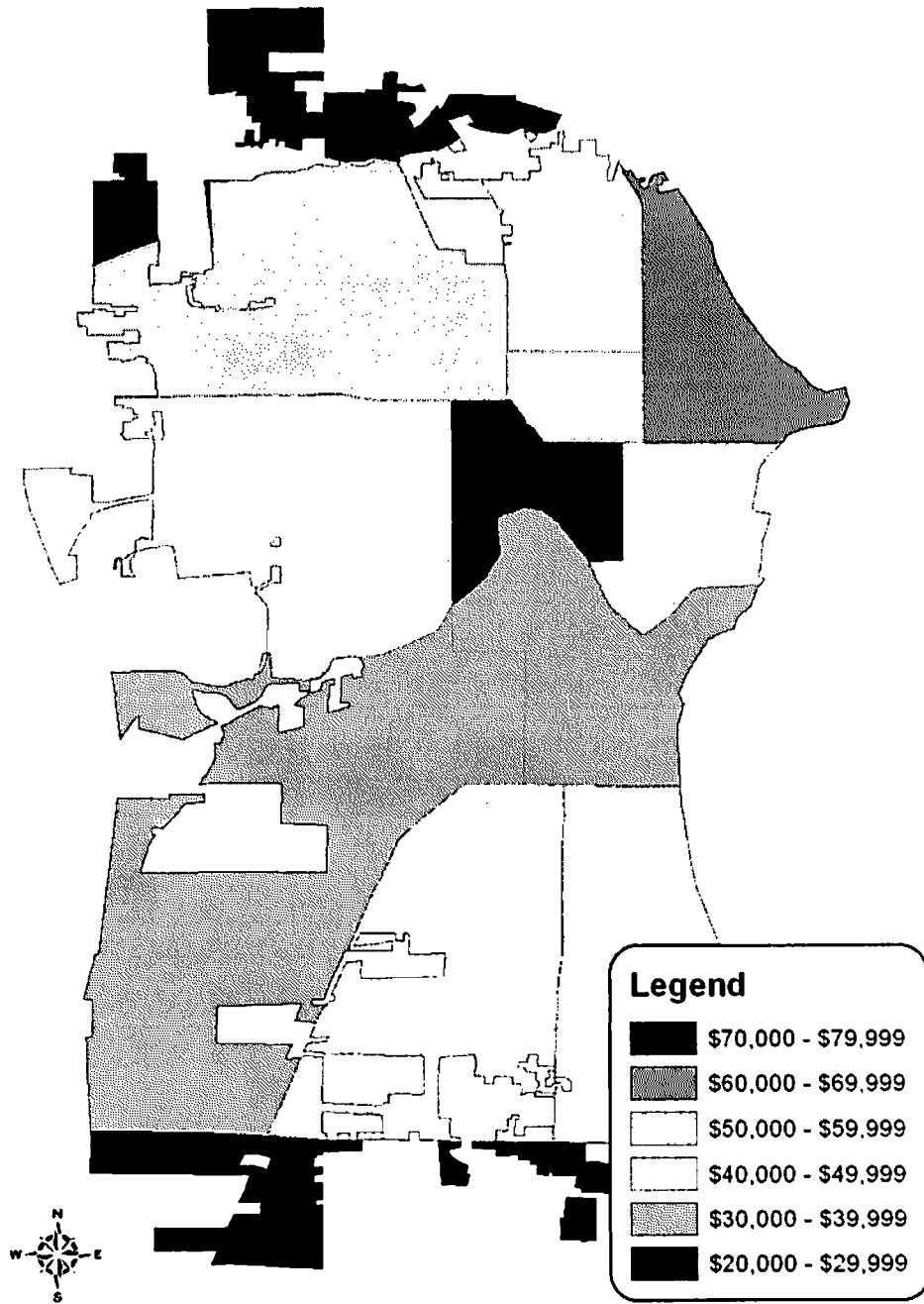
Unemployed Population - City of Sheboygan



Map 3: City of Sheboygan's Median Household Income

Map 3 illustrates the median household income for each census tract in the City of Sheboygan. The overall Median Household Income for the City of Sheboygan is \$43,381. While the representation of the lowest median income, shown on this map, does not correspond exactly to the areas of highest unemployment, shown on Map 2, both of these issues exist (as do many of the impediments relating to fair housing) on the East side of the City.

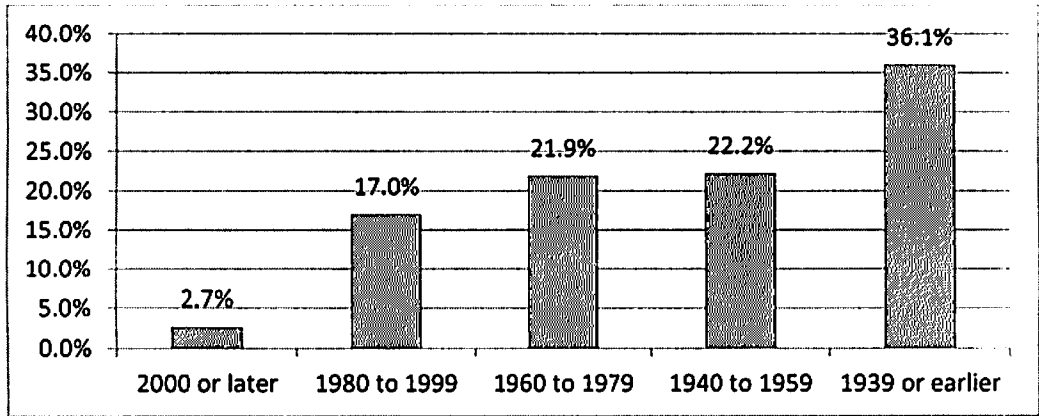
Median Household Income - City of Sheboygan



Housing Supply

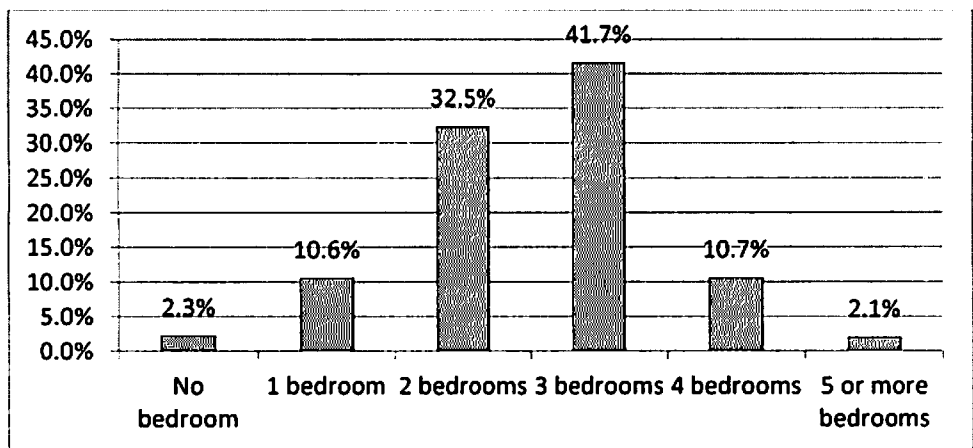
Figure 9: City of Sheboygan Year Housing Units Built¹⁵

¹⁵ Source: www.census.gov



The vast majority of the City of Sheboygan’s housing was constructed before 1939. The median year that all structures were built in the City is 1954, which compares with Wisconsin’s median of 1971 and the United States’ median of 1975. In general, older housing stock is likely to be less expensive because it is more likely to be in disrepair or have greater maintenance needs.

Figure 10: City Sheboygan Number of Bedrooms per Unit¹⁶



The City of Sheboygan’s housing is primarily composed of two and three bedroom units, which make up about 75% of the total housing units. The prevalence of two and three bedroom units is relevant given the current and potential need for larger housing units addressing the needs of many of the larger Latino and Asian families.

Education

Seventeen percent of the City of Sheboygan’s population has a bachelor’s degree or beyond, which compares to 28% of the United States population and 26% of the State of Wisconsin’s. Vast disparities in

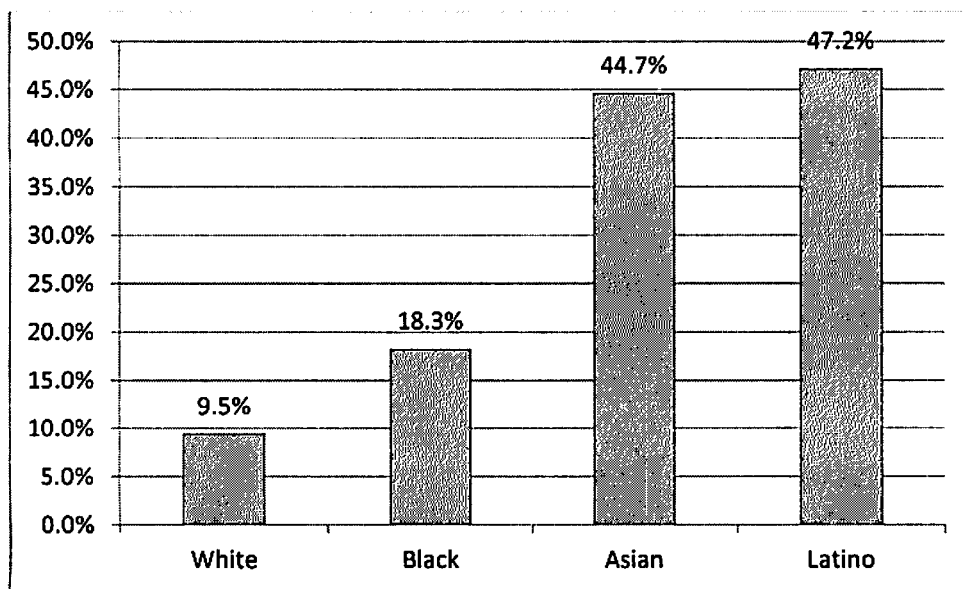
¹⁶ Source: www.census.gov

educational attainment manifest when analyzed by race and ethnicity. For instance, Latinos are nearly five times as likely as whites not to have a high school diploma, and Asians are over four-and-one-half times as likely as whites not to have a high school diploma.

The large disparity between whites, Asians and Latinos are due in part to families immigrating to Sheboygan from other countries. For instance, Hmong adults coming from a refugee camp in Thailand are unlikely to have received high school education equivalency. Perhaps over time, the longer immigrant families are here, the more likely the next generation of these families will get a high school diploma and the educational rates will positively change.

Disparities in education are important to fair housing for several reasons. First, persons with less education on the average will have lower incomes than those with more education. This has an effect on how much housing one can afford and the choices available. Also, persons with less education will likely have less access to educational or financial resources that assist people in purchasing a home or obtaining a loan.

Figure 11: Education by Race¹⁷



Assessment of Current Fair Housing

Fair Housing Programs and Activities

¹⁷ Source: www.census.gov

1. CDBG Programs

The City of Sheboygan, Department of City Development currently provides funding to income eligible homeowners through one of two HUD programs. A Housing Rehabilitation Loan Program that provides renovation funding to income-eligible homes either on a deferred basis or a 1-4% payback loan. Both of these programs provide funding to better affordable housing in our low-to-moderate income neighborhoods.

2. Pre-Purchase Counseling and Homebuyer Assistance

Partners for Community Development assists eligible applicants with direct down payment assistance, pre-purchase counseling services and housing rehabilitation under this program to income eligible applicants.

3. Rebuilding Together

The Rebuilding Together organization's mission is to preserve and revitalize houses and communities, assuring that low-income homeowners, particularly those who are elderly and disabled and families with children, live in warmth, safety, and independence. The goal is to make a sustainable impact in partnership with communities.

4. The Sheboygan Housing Assistance Center

The Sheboygan Housing Assistance Center provides a single point of contact for clients to access services related to housing issues. The center strives to assist individuals and families secure and adequate housing in a non-discriminatory manner.

5. Habitat for Humanity

Habitat for Humanity's mission is to bring people together to build homes, communities and hope. Habitat for Humanity Lakeside, the local chapter has started new programs such as a Brush with Kindness to assist homeowners with making repairs to their properties.

6. Love, Inc.

Love Inc.'s Neighbor in Need program provides an intake process to provide services necessary to make improvements to the home or assist with mental health or social service concerns.

Sheboygan Fair Housing Ordinance

Municipal Code of the City of Sheboygan, Chapter 46 – Fair Housing (see Appendix A).

Declaration of Policy

It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, W.S.A., §§ 66.1011, 106.04, and also its power to protect the public health, safety and general welfare that all persons, regardless of their sex, race, color, religion, ancestry,

national origin, handicap or sexual orientation, are entitled to fair and equal access to housing. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of sex, race, color, religion, ancestry, national origin, handicap or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city.

City of Sheboygan Comprehensive Plan

On December 5, 2011, the City of Sheboygan adopted its Comprehensive Plan. Chapter Four of this plan describes the City's goals for Housing and Neighborhood Development. The plan states the following:

“Facilitate the provision of quality, safe, and appealing housing at a variety of price points and for all stages of life. Support the development and maintenance of strong neighborhoods.”

The City also states that it will strive to adapt to changing demographics, living preferences, family sizes and economic conditions to continue meeting the needs of existing and potential new residents.

Fair Housing Legal Status

No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. Neither the City Attorney's office nor the Department of City Development maintained records of complaints filed under the City's fair housing ordinance. In addition, neither entity had records of fair housing actions initiated against the City, a company or corporation within the City.

Fair Housing Commission

On April 12, 2006, the Fair Housing Commission made a motion to hold two agenda items until further information is provided. Each motion carried (see Appendix B). The Fair Housing Commission has not met since the April 12, 2006 meeting.

Gen. Ord. No. 63-09-10 adopted April 19, 2010 states that the Fair Housing Commission and the Board of Housing Appeals were merged into a new Board of Housing Appeals and Fair Housing Practices.

Focus Group Results

The City of Sheboygan Department of City Development conducted a survey to gather information regarding impediments to fair housing. The survey went out to various groups and organizations throughout the City (see Appendices C, D & E). The majority of survey participants believed that impediments to fair housing do exist in the City of Sheboygan. The primary reasons these impediments exist are believed to be employment issues, a lack of affordable housing, language/cultural barriers, a lack of education about fair housing rights and responsibilities, and racial bias. Some less common reasons included a fear and misunderstanding of those with disabilities, lack of accessible housing and

lending practices and foreclosures. Most survey participants also thought there was a lack of sufficient education and outreach regarding affirmatively furthering fair housing in the City.

Impediments to Fair Housing Choice

Impediments to fair housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

This section describes fair housing impediments identified through the City of Sheboygan's research and interviews with community representatives. This section is organized into City of Sheboygan impediments, Federal and State impediments and Private market impediments.

City of Sheboygan Impediments

- There is no evidence that fair housing rights are being publicized or marketed in an effective way.
- There is no phone number specifically for fair housing questions/complaints listed in the Sheboygan telephone directory.
- The inordinately low number of complaints filed evidences the lack of access or knowledge about Sheboygan's Fair Housing Ordinance. According to the City Attorney, the Commission on Fair Housing Practices only meets when it has a complaint to address. The frequency of fair housing complaints represents only a fraction of the frequency of housing discrimination. The minimal number of complaints may be due to the public's unfamiliarity with the fair housing laws/ordinance and the weak protections the law offers, how the City of Sheboygan can assist them, as well as the subtle nature of housing discrimination.

Fair Housing Complaint Profile/Actions Initiated Against the City, Company or a Corporation within the City

No files or other fair housing complaint details were received by the City of Sheboygan in the last five years. Neither the City Attorney's office nor the Department of City Development maintained records of complaints filed under the City's fair housing ordinance. In addition, neither entity had records of fair housing actions initiated against the City, a company or corporation within the City.

Impediment #1: Group Homes of Community Living Arrangements (CLA)

Community Living Arrangements by City definition refer to facilities licensed by the State of Wisconsin, including child welfare agencies, group homes for children, and community based residential facilities. CLAs, as stated in the Sheboygan zoning ordinance, shall not be within 2,500 feet of another CLA. In

addition, the City ordinance states, “The total capacity of all community living arrangements (of all capacities) in the City shall not exceed 1% of the City’s population (unless specifically authorized by the City Council following a public hearing).”

Advocates of persons with disabilities have said that the intent of this 2500-foot law is to prevent the *ghettoization* of group homes, but instead ends up being an impediment to locating these group homes. Advocates in other communities have successfully challenged similar municipal ordinances as violations of the Federal Fair Housing Act.

Impediment #2: Inadequate Affordable Housing Supply Relative to Resident Income

A shortage of affordable housing may not appear to be a fair housing issue on its face. However, the negative impact that lack of affordability has particularly on persons with disabilities, people of color, families with children or the elderly cannot be ignored. Having an adequate supply of affordable housing, both for ownership and rental, in which a household will pay no more than 30% of its gross annual income, is essential for an open and inclusive housing market in Sheboygan. The Fair Market Rent for a two-bedroom apartment in Sheboygan for 2011 was \$649. According to the National Low Income Housing Coalition’s Out of Reach report, in order to afford this level of rent and utilities without paying more than 30% of its income on housing, a household must earn \$2,117 monthly or \$25,400 annually. Currently, 40% of Sheboygan households (2,901 households) pay 30% or more of their income for rent. Spending more than 30% of household income on rent or housing costs is considered to be a rent burden. See Map 4.

Structural Quality/Substandard Housing

The age of a housing unit is not an absolute predictor of housing quality; however, the older the housing structure, the greater the likelihood of code compliance problems. Thirty six percent of Sheboygan’s housing was built before 1939. The majority of those units are located in the central part of the City. Not surprisingly, the least expensive housing costs are also in the older, central part of the City. (It is likely that one reason many of the homes there are not expensive is because they are more likely to be in disrepair.)

The Lack of Financial Resources to Build/Preserve/Rehabilitate Affordable Housing

In part, the shortage of affordable housing is due to a lack of resources to build and preserve affordable units in Sheboygan. Constructing any type of affordable housing requires numerous subsidies. This layering of subsidies is common in affordable housing and necessary to close the financing gap. Most developers currently obtain financing by combining federal money disbursed through local and state governments. In addition to this very complex nature of financing, the development of affordable housing is also highly competitive. When financing and subsidy resources are scarce and a higher return on investment is unlikely, many developers prefer to build simpler and more profitable market rate housing developments.

Housing Authority City of Sheboygan (HACS): Lack of Housing Choice Section 8 Rent Assistance Vouchers

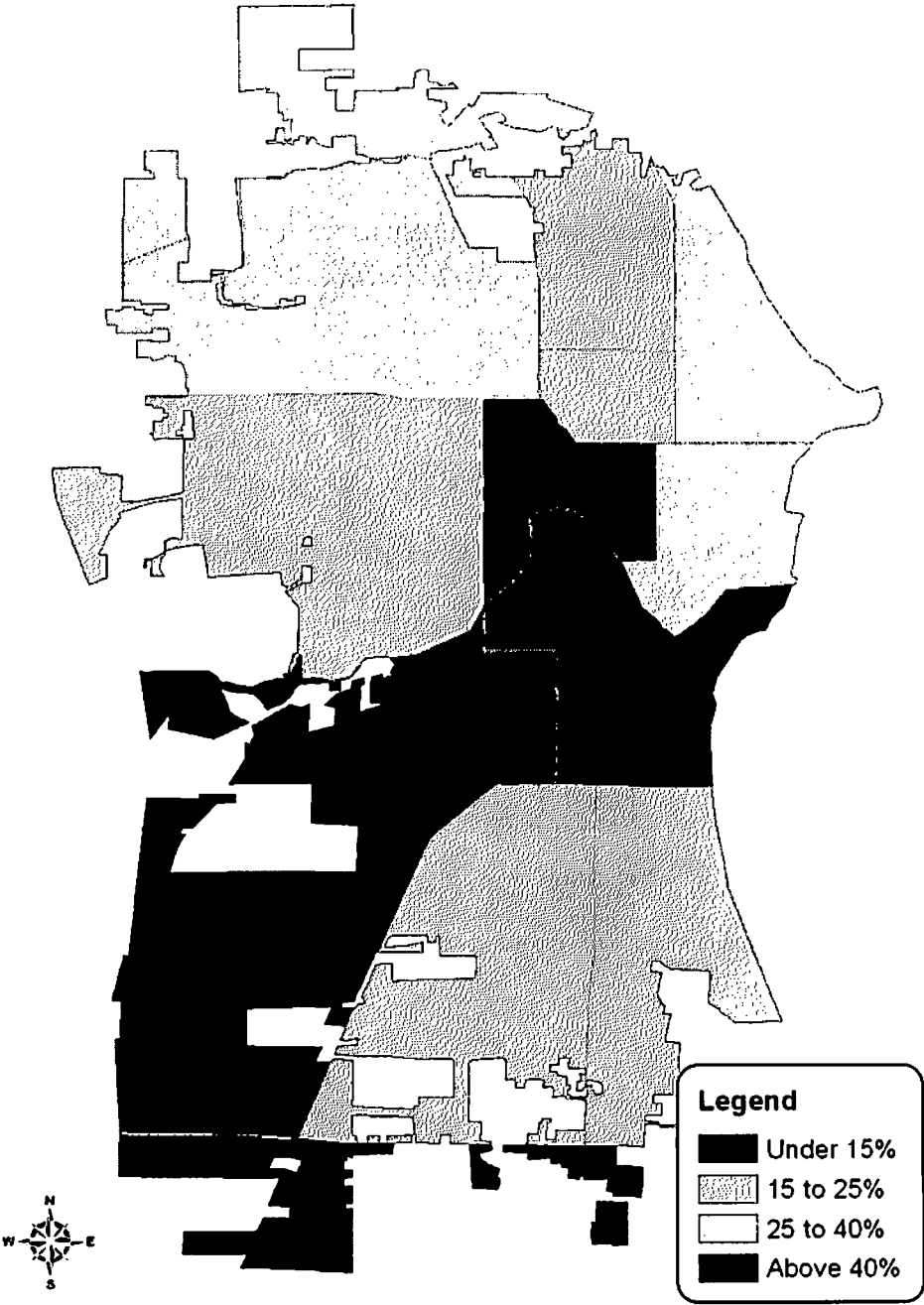
The inability to find suitable and quality affordable housing is a difficult challenge for many households. The need for Section 8 Rent Assistance Vouchers far exceeds the available resources.

Map 4: Percent of Household Income in Sheboygan Spent on Gross Rent

Map 4 illustrates which census tracts in the City are spending more of their household incomes on rent. Similar to the map showing the lowest median household incomes, the tracts on the central and east

side of the City are spending the most on rent.

Percent Income Spent on Gross Rent - City of Sheboygan



Impediment #3: Poor Credit, Lack of Credit History and Lack of Financial Literacy

Poor credit history, whether incurred by personal choices or circumstances beyond a person’s control, can hinder a person’s access to housing. Persons new to this country, specifically those who

speaking Hmong, often have not established the credit required to obtain a prime mortgage or rental housing. In addition, both housing industry and advocacy representatives suggest that some African Americans do not have an established relationship with a conventional bank or financial institution and/or have sufficient credit histories. These situations do not make these groups any less likely to be able to responsibly take on a mortgage; however, these situations do make it difficult for lenders to use conventional underwriting guidelines to give them a mortgage and give lenders a seemingly legitimate excuse to deny the loan. Also, many landlords use an applicant's credit history as a part of the tenant selection process. Those persons without a good credit history may be ineligible for some housing options.

Impediment #3: Racial/Ethnic Segregation and Linguistic Isolation

Segregation

Legal but discriminatory housing practices created segregated and unequal neighborhoods and communities in all parts of the country, including Sheboygan. Although housing discrimination is no longer legal, residential segregation persists due to long-standing housing patterns, current and historic institutional barriers and economic disparities.

As noted previously, almost all of the minority population in Sheboygan County is located in the City of Sheboygan. Most of the residential minority concentration is in the east central part of the City of Sheboygan, with the Latino and Asian populations. This same area is still very populated with white households.

The reasons for this racial/ethnic segregation in Sheboygan are no different than those reasons established by researchers for other American cities: (1) housing costs are lower in the areas in which minorities have concentrated; (2) some families may choose to live in neighborhoods that have other families of the same race or ethnicity; or (3) discriminatory practices on the part of various actors (real estate professionals, lenders, rental agents or homeowners insurance brokers) in the housing industry. While segregation and minority concentration are not as serious in Sheboygan as they are in larger urban areas like Milwaukee and Detroit, it is important to recognize their existence now before the long term effects and costs of segregation start to impact Sheboygan, as they have in Milwaukee and elsewhere.

Linguistic Isolation

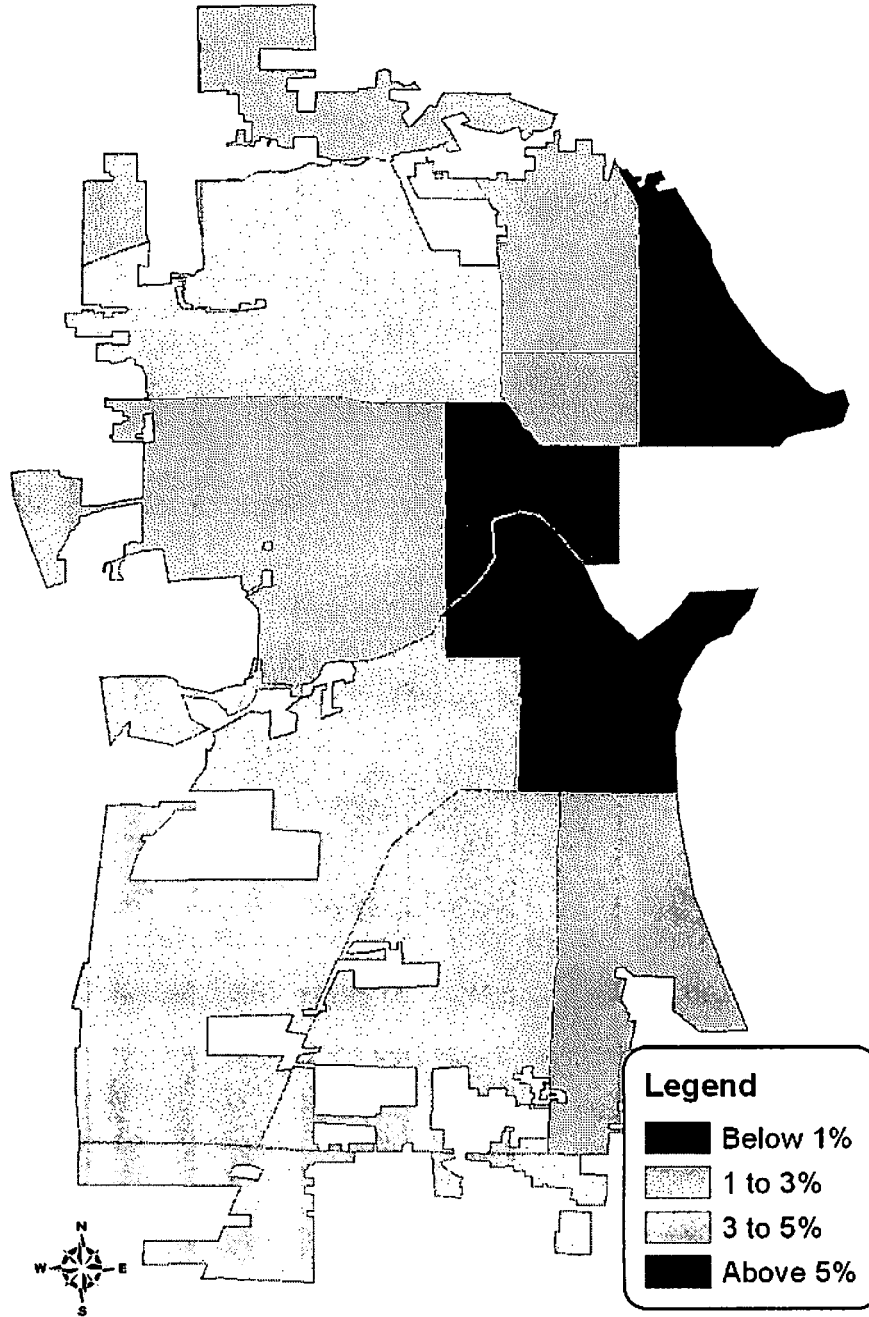
A household in which no one in the household speaks English well is *linguistically isolated*. Linguistic isolation hinders a person's ability to integrate economically, academically and socially into our society and has stranded many non-English speakers in low-wage menial jobs.

As shown on Map 5, there is one census tract in which the linguistic isolation exists in over 5% of the households. A population that does not speak English well will have specific housing impediments

related to communicating effectively with a rental agent, real estate agent, mortgage lender or insurance agent.

Map 5: Linguistic Isolation in the City of Sheboygan

Linguistic Isolation - City of Sheboygan



While the City of Sheboygan is not directly involved in these Federal and State impediments, it is essential to address them because they impact the City's ability to "affirmatively further fair housing" as required by HUD. In addition, it is important the City address these impediments in order to develop recommendations and local responses, as warranted.

Impediment #5: Section 8 Housing Choice Vouchers Availability

As mentioned previously, cuts in funding to the Section 8 program impedes local communities' ability to assist their population in finding quality, affordable housing.

Impediment #6: Frequent Attacks on the Community Reinvestment Act (CRA) by Banking Regulators

The Community Reinvestment Act is intended to encourage depository institutions to help meet the credit needs of the communities in which they operate, including low- and moderate-income neighborhoods. The CRA requires that each depository institution's record in helping meet the credit needs of its entire community be evaluated periodically. That record is taken into account in considering an institution's application for deposit facilities. CRA regulators (Office of the Comptroller of Currency, Office of Thrift Supervision, Federal Reserve Bank, and Federal Financial Institutions Examination Council) are regularly submitting proposals to weaken the Community Reinvestment Act. Both urban areas and rural communities depend on CRA to leverage affordable housing and economic development.

Impediment #7 Lack of resources/incentives for developers to build for lowest income households

As mentioned in the previous section, most resources for the development of affordable housing are federal programs. Resources for the building of new rental housing have lagged far behind the demand, resulting in the shortage of affordable rental housing in many communities, including Sheboygan. Production of new low-income housing today is primarily achieved through the Low Income Housing Tax Credit (LIHTC) Program. This is the most utilized program for the production of affordable housing, but insufficient to overcome the affordable housing shortage, especially for the lowest income families.

Impediment #8: Wisconsin Housing and Economic Development Authority (WHEDA) LIHTC allocation scoring Limits Housing Opportunities

WHEDA's tool for scoring LIHTC applicants, the Qualified Allocation Plan (QAP), gives preference to development projects that have community support. For example, a developer of a LIHTC project must have a letter from the mayor or village president of a community in support of their affordable housing proposal. Under WHEDA's current tax credit scoring policy, it is likely communities that already have affordable housing will continue to allow its development. However, those communities that have a shortage of affordable housing, even though there is a need for it, can continue to deny its development. This policy limits housing opportunity and contributes to the concentration of poverty that exists in some communities.

The process of obtaining low-income housing tax credits in Wisconsin is highly competitive and can only be done through WHEDA. Even though the *local support* category is just 6% of the total QAP scoring, this can be enough to eliminate a project, thus preventing its construction in a community in which it may be greatly needed. This policy, in effect, is an impediment to housing opportunity in Sheboygan and throughout the State.

Impediment #9: No Infrastructure between Medicare/Medicaid and Section 8

Researchers and practitioners have demonstrated repeatedly that people with severe disabilities living in institutions can live successfully in the community. To succeed, they need decent, safe, and affordable housing as well as access to the supports and services they want and need to live as independently as possible. Unfortunately, as mentioned earlier, people with disabilities are disproportionately poor – particularly those individuals who must rely on Supplemental Security Income. For low-income people with disabilities, affordable housing means subsidized housing that is either developed or rented through government housing programs.

Private Market Impediments

Private market impediments are obstacles to fair housing in the housing production, mortgage lending, homeowner's insurance, and rental and home sales markets. Though Sheboygan is limited in its ability to directly address private market impediments, it can take a leadership role in bringing these issues to the public's attention. The following discussion identifies several private market impediments that must be addressed.

Impediment #10: Housing Producers

Housing production in the private market is based on incentives that are usually monetary. Subsequently, one of the impediments to fair housing in housing production is attributed to a lack of programs that provide such incentives to these developers.

Accessibility: Not enough rental and for sale units being produced

The lack of accessible housing is an impediment to persons with disabilities. As mentioned above, one reason not enough accessible units are built is the lack of incentives made available to housing producers. In addition, Sheboygan is not exempt from a statewide impediment – local building inspection departments are not always aware of, and therefore, do not always effectively enforce laws that require accessible construction, like the Americans with Disabilities Act, the Federal Fair Housing Act, and Section 504.

Affordability: Not enough affordable housing units being produced

Lack of affordable housing, both private and subsidized, is an impediment to low-income populations. Because low income persons are more likely to be people of color, persons with a disability, elderly or

families with children, this is a fair housing concern. As mentioned previously, constructing any type of affordable housing requires numerous subsidies. Currently, 40% of Sheboygan households (2,901 households) pay 30% or more of their income for rent.

Unit Size: Lack of large units is an impediment

A lack of larger units is a fair housing impediment because it impacts at least two protected class groups – families (with children and extended), as well as minority households, many of which tend to be larger. The dearth of these larger units also affects families who are low-income, as they do not have the range of choices available to them, as do families with higher income. The result of this impediment is also overcrowded housing, primarily among new immigrant families who may be doubling up, have larger families, or be living as an extended family with several generations under one roof. As discussed in a previous section, these issues are of increasing importance in Sheboygan.

Impediment #11: Mortgage Lending

Discrimination in the Lending Market

Discrimination in mortgage lending prevents or impedes home seekers from obtaining the financing normally required to purchase a home. Racial discrimination in the home loan industry can be based either on the race of the loan seeker or on the racial composition of the neighborhood in which the home being purchased is located. This latter form of discrimination is commonly referred to as mortgage redlining.

Discrimination in the home loan industry can take several forms including: outright denial of a loan; discouraging a loan seeker from applying; less favorable rates and terms; long processing times; and exclusionary underwriting guidelines. Loan policies can also have a discriminatory effect on minorities when qualifying standards are more stringent than warranted to secure a loan. Discrimination can also occur externally to the lending institution itself, specifically, in the appraisal of the home; in the underwriting of private mortgage insurance, and in the practices and procedures of the secondary loan market. The lack of loan origination offices in minority and central city areas is also a form of redlining, which can lead to disparate impact.

Lack of Spanish/Hmong-speaking lenders

For non-English speaking persons new to this country or for persons more comfortable speaking another language, obtaining a home mortgage can be particularly difficult. Because non-English speaking persons seeking a mortgage often have to rely on their children or other family members to translate, errors and misunderstandings are more likely to occur.

Foreclosures

Foreclosures of single-family homes are a serious threat to neighborhood stability and community wellbeing, particularly low income neighborhoods. Research has shown that the explosion in

foreclosures that started in the 1990s was primarily driven by the growth of high risk, subprime lending. Foreclosures, particularly in lower-income neighborhoods, can lead to vacant, boarded-up, or abandoned properties. These properties, in turn, contribute to the stock of “physical disorder” in a community that can create a haven for criminal activity, discourage social capital formation and lead to further disinvestment.

Lack of flexible underwriting to accommodate persons with no credit history

Persons new to this country have not the established credit typically required to obtain a prime mortgage. In addition, many people of color do not have a business relationship with a conventional bank or financial institution. These situations may complicate the ability for members of these groups to obtain a mortgage, even if they are otherwise qualified and creditworthy. Such situations may make it more challenging for lenders to use conventional underwriting guidelines, thus creating an obstacle to homeownership. This impediment to fair housing must be addressed by more flexibility in underwriting guidelines, as will be discussed in the Recommendations Section of this report.

Impediment #12: Housing Sales and Rental Markets

A major impediment to housing choice is discrimination in the sale and rental of housing. Racial discrimination remains the major form of discrimination in the housing market and there is evidence that despite legislation and enforcement efforts, it has not diminished. Moreover, discrimination in the housing market is seen as the major contributor to residential racial segregation.

It is difficult to assess the severity of the problem of discrimination in the sale of homes in Sheboygan on the basis of the number of complaints that have been reported to the City or fair housing enforcement agencies. Typically, most people who are denied housing or offered unfavorable terms because of discrimination do not realize that discrimination has occurred. In other cases, people may be aware or suspect discrimination, but they may not know where to file a complaint, do not feel that it will be remedied, or do not want to be confrontational. In other cases, people may feel vulnerable and fear retaliation by a housing provider.

Lack of Spanish and Hmong-speaking real estate brokers

It is essential for non-English speaking, or limited English speaking persons to have access to housing professionals who are bi- or multilingual. This assures that all home seekers are afforded the same information and service when purchasing housing. With the burgeoning Hmong and Spanish-speaking populations in Sheboygan, it is important to ensure an equal level of service be available to alleviate this impediment to fair housing choice.

Recommendations

The most critical element of the Analysis of Impediments to Fair Housing is the *Recommendations* that are provided for local communities to address and remedy the barriers identified. This section should be used as a starting point for the City to develop and implement a comprehensive fair housing action plan. The format of this section replicates the format found in the Impediments Section.

Recommendation #1: Devote Resources to a Comprehensive Review of Section 15.26 of the City of Sheboygan's Ordinances: Community Living Arrangements (CLA)

The City should partner with disability advocacy groups, such as the Wisconsin Coalition for Advocacy and other Independent Living Centers to review and analyze the Community living Arrangements section of their zoning ordinance. The language should be reviewed in terms of future legal implications and potential liability of the City, as advocates have successfully challenged similar municipal ordinances elsewhere as violations of the Federal Fair Housing Act.

Recommendation #2: Increase Education and Outreach about Fair Housing Issues and Resources

The City of Sheboygan must actively *affirmatively further fair housing* by making sure its residents are informed and educated on their fair housing rights and how to file a claim.

Research and Encourage Fair Housing Service Providers

The City should research service provider options to provide fair housing services such as: conducting housing discrimination complaint intake, case management, investigation and legal referral services to victims of discrimination; investigations of systemic forms of illegal discrimination; and outreach and education throughout the community.

Increase knowledge and awareness of fair housing rights and procedures

The City should create a concise packet of information on fair housing, along with a complaint form that can be used to file a claim with the City of Sheboygan. Include the state and federal complaint forms in the packet (see Appendix F). This packet should be easily viewable on the City's website. It should also be available to all different housing and service providers. The packet should also be available in English, Spanish and Hmong.

Increase Outreach to Linguistically Isolated and Bilingual Communities

The City should facilitate the formation of a partnership with organizations such as the Hmong Mutual Assistance Association that serve non-English speaking or limited English-speaking persons, to develop a pro-active approach to reaching these linguistically isolated populations. The City should also work particularly with agencies that have relationships with the Hmong and Hispanic communities to develop an outreach plan. One important aspect of this plan would be to evaluate and devise methods by which the City communicates with non-English speaking residents about housing issues. Overall, this plan should assess both the immediate and long-term needs of the community and create strategies to address them. In addition, the City should work towards hiring bilingual employees, particularly in departments that most often work with the public.

Streamline the City's Discrimination Complaint Process

The City should draft an internal memo outlining instructions for all City employees as to how to deal with a fair housing complaint. The City should also create an intake form that outlines the process, and should offer this form with the educational packet described above. The complaint process and the forms described above should be readily available via a link on the City's website.

Provide Training for City Staff and Elected Officials

The staff of the City Council and appropriate City departments should be trained and familiarized with the recommendations of this document, the City's Fair Housing Ordinance, the City's obligation to "affirmatively further fair housing" and how to facilitate referrals of fair housing and fair lending inquiries.

Federal and State Recommendations

Recommendation #3: Advocate for Changes in State and Federal Programs to Expand Affordable Housing Options

Advocate for Additional Section 8 Housing Choice Vouchers

The City of Sheboygan should facilitate a meeting with local HUD officials, as well as Wisconsin's US Senators and Representatives, to discuss the adverse impact of recent HUD actions. Specifically, these discussions should emphasize the deleterious effects of the HUD budget cuts and administrative changes within the Section 8 Voucher Program on the City and its residents. The City of Sheboygan should advocate for additional Section 8 Vouchers or alternative means to meet the need of low-income residents.

Advocate for Affordable Housing Production Resources

The City of Sheboygan should facilitate a meeting with state and federal elected officials to advocate for additional financing resources to build affordable housing, particularly for extremely low-income persons. The City should also research successful models of affordable housing production in other communities for possible replication in the City of Sheboygan.

Advocate for Revisions to WHEDA's Low Income Housing Tax Credit (LIHTC) Program allocation scoring
WHEDA's tool for scoring LIHTC applicants, the Qualified Allocation Plan (QAP), gives preference to development projects that have community support. As discussed previously, this *community support* allows a municipality to oppose needed affordable housing. The City of Sheboygan should advocate that WHEDA develop a scoring mechanism that calculates the need for affordable housing based on the wages and salaries of the employment opportunities in that municipality. For example, if a community has a large supply of expensive, unaffordable housing, yet a workforce with many low-paying retail jobs, it must develop a housing plan to accommodate the development of housing which is affordable to those low wage earners.

Advocate for the Creation of a Smoother Infrastructure between Medicare/Medicaid and Section 8

Many persons with disabilities who desire to move out of nursing care facilities lack the financial resources to make such a transition. The City should meet with representatives of HUD and the Department of Health and Human Services to explore options that would allow those persons, desiring to do so, to move out of nursing care facilities and be integrated into the community.

Private Market Recommendations

Recommendation #4: Advocate for Open and Inclusive Real Estate and Rental Markets

The City of Sheboygan should advocate for more open and inclusive home rental and sales markets by working with the housing industry and appropriate State departments to accomplish the following:

- Initiate regular training of members of various real estate professional organizations, apartment owners associations, building owners and managers, rental-housing providers, local newspapers and other members of the housing industry to ensure all members have the most up-to-date information on fair housing laws, procedures, regulations and issues. These training sessions should also be designed to increase awareness and sensitivity to fair housing advocacy.
- Encourage greater efforts on the part of the real estate and rental industries to hire and train minority and bilingual real estate and rental professionals.
- Increase efforts by the Wisconsin Department of Regulations and Licensing to prevent and discourage discrimination by licensees. This would mean a greater willingness by the State to use license suspension and revocation powers to prevent and discourage discrimination.
- Initiate public/private worksharing agreements between government and private enforcement advocacy organizations to conduct ongoing systemic testing of the industry to monitor and assure compliance with fair housing laws.
- Encourage more active support by the real estate and rental industries for affirmative programs designed to promote integrated residential patterns.
- Encourage more active participation by providers of rental housing in local rent assistance programs to expand location choice for low-income and minority residents.

Recommendation #5: Improve Access of Minority and Low-Income Applicants to Home Mortgages

There are a number of ways in which minority and low-income loan seekers could obtain greater access to home mortgages, as follows:

- Lenders should adopt a pro-integrative component in their lending programs. Without this component, well-intentioned programs targeting lower income census tracts or borrowers may only serve to exacerbate patterns of racially segregated housing in Sheboygan.
- Lenders need to become more responsive to the needs of all the neighborhoods that they claim to serve. This means locating offices in lower income neighborhoods, having loan originators interact with local citizens and community organizations and participating in programs that will benefit low-income and minority communities, such as the Federal Home Loan Bank's Affordable Housing Program.

- Additional mortgage products are needed that include innovative rate structures, lower down payments and credit provisions for low-income families and immigrant families with no credit history.
- Special loan programs should be more heavily marketed in the lower income and minority neighborhoods. These programs also need to be marketed more creatively through a variety of mediums.
- Housing counseling services for low-income families should be coordinated between the various housing counseling organizations to ensure consistent and uniform information is provided. Counseling service topics should be expanded to include skill development for home seekers to include risk reduction and accident prevention information. This can help improve credit and debt ratios in order to meet the qualifying standards required by lenders.
- Methods need to be explored to work with the secondary market and private mortgage insurance (PMI) companies to tailor programs to the needs of Sheboygan.
- Testing of lenders should be ongoing to monitor compliance with fair lending and fair housing laws, for the same reasons as stated in the previous section.
- Increase efforts by the Wisconsin Department of Financial Institutions to prevent and discourage discrimination by lenders and brokers. This would mean a greater willingness by the State to use license suspension and revocation powers to prevent and discourage discrimination.
- Training programs for loan officers should be expanded to assure they are knowledgeable about fair lending requirements and sensitive to community needs.
- There needs to be an expansion of second review programs for minorities who are rejected.

Resolution

Appendix A

**MINUTES
SHEBOYGAN COMMISSION ON FAIR HOUSING PRACTICES
Wednesday April 12, 2006 @ 7:00 p.m.**

Members Present: Alderperson Marilyn Montemayor, Vue Yang, Dan Castro, Mary Keittel, Cory Salchert

Others: Susan Hart, Steve McLean

- Alderperson Montemayor called the meeting to order at 7:00 p.m.
- Minutes of March 21 reviewed by Committee. Motion by Yang, second by Keittel to approve. Motion carries.
- Discussion on the Makini Johnson issue. Susan Hart explained that she had talked to Dean Bogenschuetz, a member of the Housing Authority Board of Directors, and that they had decided to invite members of this committee to their next meeting; but he did not know when it was. Motion by Castro, second by Yang to hold until further information is gathered. Motion carries.
- Discussion on Erica Rodriguez's concerns with landlord Gary Kaker. Attorney McLean reported that he had called St. Vincent de Paul, but they were unable to provide information about the money distributed to Mr. Kaker such as which church wrote the check, or even if a check had been written. Also, St. Vincent had not been able to reach Ms. Rodriguez. Motion by Castro, second by Yang to held until more information is provided. Motion carries.
- No new business.
- It was decided to hold off on scheduling the next meeting until we receive needed information about Makini Johnson & Erica Rodriguez.
- Motion to Adjourn by Yang, second by Castro, motion carries.

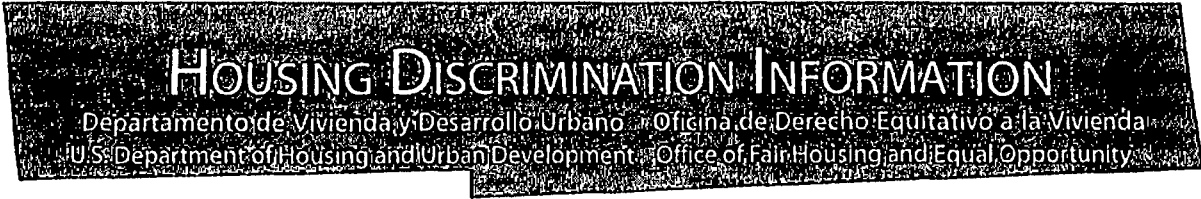
Submitted by Susan Hart

Appendix B

Supportive Housing Providers - Distribution List

Name	Organization	E-mail
Ruth Evans	Lakeshore CAP	revans@lakeshorecap.org
Heidi Gudmundson	Runaway and Youth Services/LSS	heidi.gudmundson@lsswis.org
Karen Roehl	Legal Actions of WI	ksr@legalaction.org
Arelí Estrada	Partners for community development	
Lucio Fuentes	Partners for Community Development	lucio@partners4cd.com
Joe Rupnik	Sheboygan Housing Authority	housing@excel.net
Laura Roenitz	Safe Harbor	Laurar@sheboygansafeharbor.org
JoAnne Kemnitz	The Salvation Army	joanne_kemnitz@usc.salvationarmy.org
Ann Wondergem	United Way	annw@sauw.org
Colleen Homb	Lakeshore CAP	colleenh@lakeshorecap.org
John Mees	Sheboygan Area School District	jmees@sheboygan.k12.wi.us
Dave Humbracht	Landlord Association	dhumbracht@gmail.com
Mitch Birke	Economic Support	birkemlb@co.sheboygan.wi.us
Char Neitzel-Goostree	Salvation Army Housing	char_neitzel-goostree@usc.salvationarmy.org
Jennifer Miller	Salvation Army Emergency Shelter	jennifer_miller@usc.salvationarmy.org
Katy Pruitt	Safe Harbor	katyp@sheboygansafeharbor.org
Kirsten Navarrette	Legal Actions of WI	klm@legalaction.org
Dawn Zoerner	Partners for community development	sunnyside@partners4cd.com
Kristina Meekins	Boys and Girls Club :Howards Grove	kmeekins@thepositiveplace.com
Ryan Schmitt	Sheboygan Police Department	ryan.schmitt@ci.sheboygan.wi.us
Kim Murrow	Comfort Keepers	kimmurrow@comfortkeepers.com
Lisa Hurley	Home Care Health	lisa.hurley@homecarehealth.org
Dane Checolinski	Sheboygan County EDC	checolinski@sheboygancountvedc.com
	Sheboygan County Health Dept	liebedll@co.sheboygan.wi.us
	Sheboygan County Health Dept	hippedah@co.sheboygan.wi.us
Wendy Schmitz	Senior Activity Center	seniorcenter@ci.sheboygan.wi.us
Dennis Ketterman	Habitat for Humanity	dkhfhl@gmail.com
Kristine Feggstad	UW-Sheboygan	kristine.feggstad@uwex.edu
Allison Weber	Lakeshore Technical College	allison.weber@gotoltc.edu
General Info	Lakeshore Technical College	info@gotoltc.edu
Kristin Blanchard	SCIO	scio@excel.net
Thomas Eggebrecht, Director	Sheboygan County Aging and Disability Reso	adrc@co.sheboygan.wi.us
Charlene Cobb	Veterans Service Center	cvso@co.sheboygan.wi.us
Thomas Eggebrecht, Director	Elder Services	eggebtde@co.sheboygan.wi.us
Liz Mahloch	Division of Economic Support	MAHLOLLM@co.sheboygan.wi.us
Dale Hippensteel	Division of Public Health	hippedah@co.sheboygan.wi.us
Marty Bonk	Division of Social Services	BONKMJB@co.sheboygan.wi.us
Jane Jensen	Sheboygan County UW-Extension - Family Liv	jane.jensen@ces.uwex.edu
Michael J. Taubenheim	Rocky Knoll Health Care Center	taubemjt@co.sheboygan.wi.us
Henry Capetillo	Home, Inc.	wihminc@sbcglobal.net
Kenneth R King	Family Service Association, Inc.	ken.king@excel.net
Chasong M. Yang	Hmong Association, Inc.	mail@hmaaweb.org
Kate Baer (Hildebrandt)	Family Connections, Inc.	kateb@familyconnectionscc.org
Greg Wells	Rebuilding Together, Inc.	wells@charter.net

Appendix C



Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City State Zip Code

Best time to call Your Daytime Phone No Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name Best Time to call

Daytime Phone No Evening Phone No

Contact's Name Best Time to call

Daytime Phone No Evening Phone No

What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano · Oficina de Derecho Equitativo a la Vivienda
U.S. Department of Housing and Urban Development · Office of Fair Housing and Equal Opportunity

Why do you think you are a victim of housing discrimination?

Is it because of your:

· race · color · religion · sex · national origin · familial status (families with children under 18) · disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

Who discriminated against you? Was it a person, company, or organization?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

When did the last act of discrimination occur?

Enter the date

___/___/___

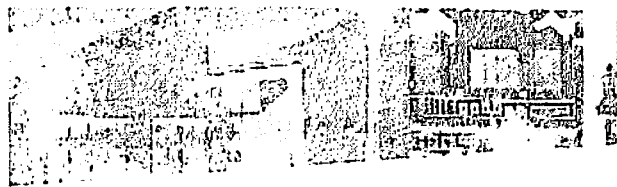
Is the alleged discrimination continuing or ongoing?

Yes No

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD: _____/_____/_____
Address to which you sent the information:

Office Telephone

Street

City State Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.



R. O. No. _____ - 17 - 18. By CHIEF OF POLICE. August 7, 2017

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2017 and ending June 30, 2017.

	2015 <u>Actual</u>	Y-T-D <u>06/30/16</u>	2016 <u>Actual</u>	Y-T-D <u>06/30/17</u>	2017 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	0	0	1	0	0
Rape	22	11	21	7	10
Robbery	14	3	10	3	15
Aggravated Assault	124	48	101	44	90
Violent Crime Total	160	62	133	54	125
Burglary	128	40	119	43	115
Theft	991	421	908	319	900
Motor Vehicle Theft	31	19	36	15	30
Arson	4	2	5	7	5
Property Crime Total	1154	482	1068	384	1050
Percent of Offenses Cleared	53 %	51%	55 %	50%	70 %
Value of Property Stolen	\$510,385	\$158,066	\$497,952	\$331,901	\$500,000
Value of Property Recovered	\$143,730	97,091	\$204,714	\$107,131	\$200,000
Percent of Stolen Recovered	28 %	61%	41 %	32%	40 %
Accident Investigations	1,698	894	1,900	864	1,500
Traffic Stops	N/A	2,578	N/A	3,762	No goal
Traffic Arrests	2,137	1,863	2,426	2,542	No Goal
Other Arrests	3,861	1,978	3,692	1,478	No Goal
Speed Trailer Deployments	N/A	1	20	4	20
HVEE Deployments	N/A	6	8	2	12
Parking Tickets Issued	8,745	5,738	9,842	6,788	10,000
Bicycles Recovered	212	193	200	59	150
Involuntary Commitments	108	57	148	89	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	2,612	N/A	N/A	543	2,750
Open Records Requests	4,335	2,288	4,310	1,850	4,000
Nixle Messages Sent	219	110	234	131	250
Press Releases	43	21	30	16	50
Tweets	311	201	337	140	350
Facebook likes	3000	5,062	6,000	7,103	9,000
Reported Crime Maps	104	69	104	54	104
Crime Comparison Reports	52	24	52	27	52
Burglary Reports	86	27	86	32	86

Pub. Safety

Chief of Police

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Kenneth Fischer regarding trees and shrubs that are invading his property at 1319 S. 24th Street.

Public Safety

City Clerk

July 17, 2017

Ms. Mayor,

I am writing this letter as you requested me to do when I met with you at your office. My name is Kenneth Fischer and I live at 1319 S. 24 ST.

In our discussion about over growth of unplanted trees and bushes we agreed on nothing including extensions of notice to repair things.

I am therefore requesting to meet with the committee that takes care of my complaint about trees and shrubs that are invading my property as soon as possible.

Thank you

Kenneth Fischer

III

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Stephen Demers requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1533A N. 12th Street.

Pub Safety

City Clerk

Date: 7/19/17

My name is: Stephe Demers

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1533A N, 12th

Sheboygan WI 53081

Signature: Stephan Demers

Phone Number: 920-287-6049

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. August 7, 2017.

Submitting a communication from Adam Borland requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1020 N. 9th Street.

Pub Safety

City Clerk

JUL 19 '17 PM 4:13

Date: Adam 06-22-17

My name is: Adam Borland

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1020 N 9th St Sheboygan WI 53083

Signature: Ad Borland

Phone Number: 920-287-1746

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. August 7, 2017.

Submitting a communication from Bob Price requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1126 S. 17th Street.

Pub Safety

City Clerk

JUL 17 '17 PM 4:17

Date: 7-14-17

My name is: Bob Price

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1126 S 17th st Sheboygan WI 53081

Signature: Bob Price

Phone Number: 920-809-5437

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.

11/11/17

Date: 11-11-17

Your name is: Bob [unclear]

I am requesting a waiver to the Sexual Offender Residency Requirements so I may live at: [unclear]

Signature: [unclear]

Phone Number: 202-884-2437

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting. 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 review to Public Protection and Safety. Anything after noon on Thursday will not go to Council until the next Council meeting.

Thank you for all your cooperation in this matter.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Albert Webster requesting a waiver from the Sex Offender Residency restrictions in order to reside at 2110A North 10th Street.

Public
Safety

City Clerk

AUG 2 '17 AM 9:58

Date: 8-01-17

My name is: Albert Webster

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

2110A North 10th Street

Signature: Albert Webster

Phone Number: 920-287-1224

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. August 7, 2017.

Submitting a communication from Scott L. Steinberg requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1013 Humboldt Avenue.

Public Safety

City Clerk

AUG 1 '17 AM 11:56

Date:

~~8/1/17~~ 8/1/17

My name is:

Scott L Steinberg

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1013 Humboldt Ave, Upper

Signature:

Scott L Steinberg

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.



R.O. No. - 17 - 18 By FIRE CHIEF. August 7, 2017

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2017 and ending June 30, 2017.

<u>Incident Types</u>	<u>2015 Actual</u>	<u>2nd Quarter 6/30/16</u>	<u>2016 Actual</u>	<u>2nd Quarter 6/30/17</u>	<u>2017 Goals</u>
Fires	141	38	138	37	125
Rescue & Emergency Medical Service	3,902	974	3,931	959	3,900
Non Fires	991	220	938	302	910
TOTAL	5,034	1,232	5,007	1,298	5,000

Station Incident Count Per Station

Station 1	1,542	358	1,507	401	1500
Station 2	915	240	965	227	950
Station 3	1,205	333	1,212	340	1200
Station 4	813	177	785	209	750
Station 5	532	120	509	107	500
Out of City	27	4	29	14	20

Fire Loss

Number of Incidents	59	14	72	23	20
Total Property Loss	\$ 523,850	\$ 20,123	\$ 846,192	\$ 83,450	\$ 750,000
Total Content Loss	\$ 379,305	\$ 8,025	\$ 312,690	\$ 35,690	\$ 250,000
Total Loss	\$ 903,155	\$ 28,148	\$ 1,158,882	\$ 119,140	\$ 1,000,000
Average Loss	\$ 15,307	\$ 2,010	\$ 16,095	\$ 5,180	\$ 15,000

Workload

Inspections	1,835	-	1,860	-	1,880
School Safety Programs	182	-	183	-	185
Training Hours	8,282	-	9,566	-	10,000
Investigations/Formal	141/15	-	138/10	-	125/10

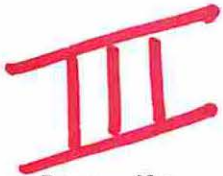
Efficiency

EMS Average Response Time (Seconds) 240	-	-	-	-	90%
Fire Average Response Time (Seconds) 300	-	-	-	-	90%

Effectiveness

Resident Satisfaction Rating	-	-	-	98%	-	85%
ISO Rating	2	2	2	2	2	2

FIRE CHIEF



Res. No. _____ - 17 - 18. By Alderperson Holzschuh. August 7, 2017.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a park impact fee appeal hearing requested by Robert J. Werner (President of Lee Realty of Sheboygan, Inc. d/b/a Werner Homes and President of Member Stonebrook Crossing LLC), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Joseph J. Voelkner of Olsen, Kloet, Gunderson & Conway as outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a park impact fee appeal hearing requested by Robert J. Werner, and authorizes payment for said services from the account set forth herein.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Liability Insurance Administration Services Account No. 705110100-521500 in payment for said services.

1 suspend
1 Res 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 Donohue and Bohren. August 7, 2017.

A RESOLUTION authorizing entering into a collaboration agreement and memorandum of understanding with the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority for the completion of 2019-2023 Assessment of Fair Housing.

WHEREAS, entities receiving federal assistance through the U.S. Department of Housing and Urban Development are subject to the Affirmatively Furthering Fair Housing requirements found in 24 CFR 5.150 and 5.180 and are required to submit an Assessment of Fair Housing (AFH) to HUD prior to submittal of their consolidated plan, and

WHEREAS, Sheboygan County based entities receiving federal assistance that are subject to these requirements include the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority. The three organizations agree that working together to submit this AFH makes the most sense since we are in the same region serving similar demographics, and

WHEREAS, under the MOU, the City of Sheboygan will serve as the lead entity for completing the assessment process, and

WHEREAS, once the MOU is in place, the City of Sheboygan will issue a request for proposals to obtain a consultant to help the organizations prepare the assessment per federal law.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into the collaboration agreement and memorandum of understanding with the Sheboygan Housing Authority and the Plymouth Housing Authority.

Finance

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

**COLLABORATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING
REGARDING THE 2019-2023 ASSESSMENT OF FAIR HOUSING**

THIS AGREEMENT is entered this _____ day of _____, 20__ (“Effective Date”) by and among the City of Sheboygan, Sheboygan Housing Authority, and Plymouth Housing Authority (herein called the “Program Participants” and collectively referred to as the “Sheboygan County Fair Housing Consortium” or Consortium”).

WHEREAS, the Program Participants are subject to the “Affirmatively Furthering Fair Housing” requirements found at 24 CFR 5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH) to the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD has adopted an “Assessment Tool” that is designed for use by local governments and consortia required to submit consolidated plans under HUD’s Consolidated Plan regulations, codified in 24 CFR part 91; and

WHEREAS, the Assessment Tool is intended to encourage joint and regional Assessments of Fair Housing conducted by collaborations between local governments, public housing authorities, and other partners to affirmatively further fair housing across jurisdictional boundaries; and

WHEREAS, The Program Participants each desire to collaborate on a county-wide basis to do regional Assessments of Fair Housing and to coordinate data collection and evaluation of local contributing factors and policies and activities that may facilitate or present barriers to fair housing choice and access to opportunity; and

WHEREAS, the Fair Housing Act specifies that the interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this obligation; and

WHEREAS, the Program Participants wish to collaborate to submit one county-wide AFH; and

WHEREAS, the Program Participants desire to enter into a Memorandum of Understanding (“MOU”) to provide financial support for the procurement and completion of the AFH, with the City of Sheboygan as the lead entity acting on behalf of the other Program Participants; and

WHEREAS, the Program Participants seek to understand factors that meaningfully influence county-wide housing markets and patterns of segregation and isolation of opportunity and to set goals and advance policies that address these issues.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. AUTHORITY

The Program Participants have entered into this MOU to provide information, cooperation, and financial support for the completion of a county-wide AFH, to share data and best practices, and to develop a coordinated response to affirmatively further fair housing. The Program Participants are cooperating for the purposes allowed by 24 CFR, part 91, 24 CFR part 903.

2. FUNCTION AND PROCEDURE

The Consortium has agreed to coordinate to obtain the best possible consultant to create a county-wide AFH to comply with HUD requirements to affirmatively further fair housing in each community. The Program Participants recognize that once proposals are received for the project, they will be included in the final decision as to who to proceed with. The Program Participants also authorize the City of Sheboygan as lead entity, to negotiate a contract with the selected consultant to meet the needs of the federal requirements.

3. LEAD ENTITY

The City of Sheboygan "Sheboygan" will serve as the lead entity of the consortium and will be responsible for submitting the AFH on behalf of the group. Each Program Participant appoints Sheboygan to act as its agent for purposes of hiring the consultant, leading Consortium efforts, and otherwise completing and submitting the Consortium's AFH to HUD.

4. FINANCING

Salary, travel, and incidental costs of the groups representatives shall be borne by their respective agencies. Each Program Participant is responsible for a share of the Assessment of Fair Housing contract amount based on the following percentages: 80% City of Sheboygan, 15% Sheboygan Housing Authority, 5% Plymouth Housing Authority. The Lead Entity shall collect payments from the Program Participants and remit to the Consultant.

5. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Program Participants will, to the extent practicable, align their PHA Planning Cycle(s) to the Sheboygan's Program Year of April 1 to March 31. Participating PHA's may elect to submit the AFH as in Interim Revision to the Annual Plans in order to confirm to the timing of the Lead Agency.

6. COOPERATION IN PLANNING AND IMPLEMENTATION

Program Participants agreed to share data, best practices, and plans to allow for county-wide analysis and coordination of planning and implementation of policies to affirmatively furthering fair housing. Each Program Participant is responsible for supplementing data with local information relevant to fair housing and for establishing reasonable goals and benchmarks for achieving those goals in its jurisdiction.

7. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

Collaborating Program Participants will each work with the consultant to ensure timely completion of the AFH.

Program Participants will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

8. WITHDRAWAL

Any Program Participant wishing to withdraw from the consortium shall provide 60 days' notice and agree to meet any outstanding financial obligations to Sheboygan. If Sheboygan wishes to withdraw, it must transfer its obligations as lead entity to another member of the Consortium prior to the effective date of its proposed withdrawal.

The withdrawing Participant must promptly notify HUD of its withdrawal from the Consortium.

9. SEVERABILITY

If any provision of this Agreement is here invalid, the remainder of the Agreement shall be affected thereby and all other parts of this Agreement shall be nevertheless be in full force and effect.

10. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of the agreement.

11. WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed its original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by terms of this Agreement is executed.

13. ENTIRE AGREEMENT

By signing this agreement, the Program Participants are bound to perform the obligations within this Agreement. Any amendment to this Agreement must be submitted in writing to HUD, and must be signed by members.

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

Charles Adams
City Attorney

BY: _____
City Attorney

CITY OF SHEBOYGAN
Michael Vandersteen
Mayor

BY: _____
Mayor

CITY OF SHEBOYGAN
Susan Richards
City Clerk

BY: _____
City Clerk

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

Charles Adams

City Attorney

BY: _____

City Attorney

SHEBOYGAN HOUSING AUTHORITY

Joseph Rupnick

Executive Director

BY: _____

Executive Director

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

BY: _____

PLYMOUTH HOUSING AUTHORITY

Bruce _____

Executive Director

BY: _____

Executive Director

III

5.3

Res. No. 54 -17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for engineering and TIF planning services.

Establish appropriation for preliminary engineering services for the expansion of the Sheboygan Business Center. Advance to be repaid with interest from future increments.

FROM	TO	
Industrial Park Fund Unreserved Fund Balance 407-253000	TIF Industrial Park Fund Contractor Services 42861100-521900	\$175,000
Establish appropriation for engineering design services for Taylor Drive Turn Lanes and Signals		
TIF 14 Fund Unreserved Fund Balance 317-253000	TIF 14 Taylor Drive Contractor Services 42432100-521900	\$33,700
Establish appropriation for TIF planning of the Sheboygan Business Center		
Industrial Park Fund Unreserved Fund Balance 407-253000	TIF Industrial Park Fund Contractor Services 42861100-521900	\$11,000

Finance & Personnel

Establish appropriation for TIF planning for Indiana Avenue. Advance to be repaid with interest from future increments.

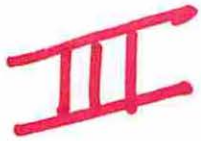
General Fund	TIF Indiana Ave Fund	
Unreserved Fund Balance	Contractor Services	
101-253000	42761100-521900	\$14,500

James A. Bohrer

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION approving the Option to Purchase 15.077 acres of industrial park land between Jim Zemezouak and Kevin Dretzka and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the Option to Purchase 15.077 acres of land in the amount of \$411,602.10 from Jim Zemezouak and Kevin Dretzka and agrees to close on the property on January 5, 2018.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance & Personnel.

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

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON July 25, 2017 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 The Seller (Option), Jim Zemezonak and Kevin Dretzka, hereby grants to
4 the Buyer (Optionee), City of Sheboygan
5 an option to purchase (Option) the Property known as (Street Address) Tax Parcel No. 59030454532 (15.077 acres)
6 _____ in the _____ Town _____
7 of Wilson County of Sheboygan, Wisconsin, on the following terms:
8 ~~DEADLINE FOR GRANT OF OPTION~~ This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all
9 Sellers and delivered to Buyer on or before August 31, 2017 (Time is of the Essence).
10 ~~OPTION TERMS~~
11 INITIAL OPTION TERM: A nonrefundable option fee of \$ 10,000.00 will be paid by Buyer to Seller within 5 days
12 of the later of (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 44 of this Option is checked. This Option may only be
13 exercised if Buyer delivers written notice to Seller no later than midnight March 30, 2018 unless extended below.
14 EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended until midnight _____ upon
15 payment of \$ _____ to Seller on or before _____, as an option
16 extension fee which shall not be refundable. *after Common Council approval.
17 EXERCISE: To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18 Buyer exercises this Option. If the Option is exercised, \$ 10,000.00 of the option fee and \$ 0 of the
19 option extension fee, if any, shall be a credit against the purchase price at closing.
20 CAUTION: If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268
21 or 326-330 or in a separate agreement attached per line 325.
22 ~~TERMS OF PURCHASE~~ If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:
23 PURCHASE PRICE: Four Hundred Eleven Thousand Six Hundred Two and 10/100 Dollars
24 (\$ 411,602.10) will be paid in cash or equivalent at closing unless otherwise provided below.
25 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26 not excluded at lines 28-29, and the following additional items: _____
27 _____
28 NOT INCLUDED IN PURCHASE PRICE: _____
29 _____
30 CAUTION: Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 75-82) to be excluded by
31 Seller or which are rented and will continue to be owned by the lessor.
32 NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.
33 ~~OPTIONAL PROVISIONS~~ TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.
35 ~~DELIVERY OF DOCUMENTS AND WRITTEN NOTICES~~ Unless otherwise stated in this Option, delivery of documents and written notices to a
36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____
40 (2) Fax: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: Jim Zemezonak and Kevin Dretzka, P.O. Box 1767, Madison, WI 53701-1767
48 Delivery address for Buyer: Chad Pellichak, 828 Center Avenue, Suite 104, Sheboygan, WI 53081
49 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____
55 ~~TIME IS OF THE ESSENCE~~ "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
57 Option except: _____, if "Time is of the Essence" applies
58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
60 ~~PERSONAL DELIVERY/ACTUAL RECEIPT~~ Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
61 to, or Actual Receipt by, all Buyers or Sellers.

DEFINITIONS

ACTUAL RECEIPT. Actual Receipt means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

READINESS. Readiness is expressed as a number of days from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number

of business days excludes Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that that postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific

number of hours from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24

hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at

midnight of that day.

DEFECT. Defect means a condition that would have a significant adverse effect on the value of the Property, that would significantly impact

the health or safety of future occupants of the Property; or that it not repaired, removed or replaced would significantly shorten or adversely affect

the expected normal life of the premises or adversely affect the use of the Property.

FIXTURE. A Fixture is an item of property which is physically attached to or so closely associated with land or improvements so as to be

treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,

items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden beds; plants; shrubs

and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central

heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fixed floor coverings; awnings;

attached antennas; garage door operators and remote controls; installed security systems; central vacuum systems and accessories; in-ground

sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docklifts on

permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude any fixtures to be retained by Seller, such as rented fixtures (e.g., water softener

or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

PROPERTY DIMENSIONS AND SURVEY. Buyer acknowledges that any land, building or room dimensions, or total acreage or building square

footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless

verified by survey or other means.

CAUTION: Buyer should verify total square footage figures, total square footage/acreage figures, and land, building or room

dimensions, if material.

BUYER'S WALK-THROUGHS. Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of

this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to

walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and

tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE EXERCISE OF OPTION AND CLOSING. Seller shall maintain the Property until the earlier of closing or

occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to

closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the

Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with

an itemized list of all damage repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the

amount and the Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be

entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of

Seller's deductible on such policy, if any. However, if the sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall

be held in trust for the sole purpose of restoring the Property.

DISTRIBUTION OF INFORMATION. Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's

lender, appraisers, the insurance companies and any other settlement service providers for the transaction as defined by the Real Estate

Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing services; and (iii) provide

advice, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,

incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY. You may obtain information about the sex offender registry and persons registered with the

registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.wdcorrections.com> or by telephone at (608) 240-

5630.

Property Address: Tax Parcel No. 59030454532 (15.077 acres)

Page 3 of 7, WB-24

112 **CLOSING** This transaction is to be closed (within ninety (90) days after the exercise of this Option) (no later
113 than March 30, 2018) **STRIKE AND COMPLETE AS APPLICABLE** at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none

117

118 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 Current assessment times current mill rate (current means as of the date of closing)

124 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125 known, multiplied by current mill rate (current means as of the date of closing)

126

127 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
128 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
129 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

130 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are

137

138 _____, Insert additional terms, if any, at lines 266-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from _____ to _____ and
143 an initial rent of \$ _____ per month or this Option shall be null and void.

144 [CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:

145 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE:** Lenders may not recognize a credit for rent paid under a lease.

148 Buyer may not exercise this Option unless Buyer is current with all rent.

149 Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____
152 and, if applicable, Real Estate Condition Report dated _____, and, if applicable, Vacant Land Disclosure Report
153 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option
154 by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

155

156 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

157 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
158 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures
159 provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that
160 has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,
161 personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if
162 Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before
163 expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney
164 for additional information regarding rescission rights.

155 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
168 of this Option.

169 **ZONING** Seller represents that the property is zoned _____

5

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
171 266 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
179 remedies.

180 If Buyer defaults, Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
200 of Buyer's due diligence items on lines 256-266, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoll tests,
205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
208 agreed by the Parties in writing.

209 **RECORDING OF OPTION:** Buyer (may) (may not) ~~STRIKE ONE~~ record this Option at Buyer's expense.
 210 Buyer (may) (may not) ~~STRIKE ONE~~ (may if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
 211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-266 or 326-330 or attach as an
 212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.
 213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
 216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
 217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
 219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
 220 taxes levied in the year of closing and none

221 _____
 222 _____ which constitutes merchantable title for purposes of
 223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
 224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
 225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 227 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 228 other than the current use.

229 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 230 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"
 233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 236 closing (see lines 242-246).

237 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 238 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
 239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
 240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 243 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 244 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
 245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
 246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
 247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
 248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
 250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
 252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

256 **ADDITIONAL PROVISIONS:**

257 _____
 258 _____
 259 _____
 260 _____
 261 _____
 262 _____
 263 _____
 264 _____
 265 _____
 266 _____
 267 _____
 268 _____

250 **CONDOMINIUM UNITS**

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before
271 entering into this Option. See lines (188-208)

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these (except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.385(1)(b) and (8)): (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents (Wis. Stat. § 703.33(4)(b)). The Parties agree that the 5 business days begin upon the earlier
290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery
291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

43

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____
319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____
321 _____

322 Describe additional inspections and tests, if any, at lines 258-283 or 326-330 or attach as an addendum per line 325.
323 NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
324 environmental contamination is present), any limitations on Buyer's testing and any other material terms.

325 ADDENDA: The attached _____ is/are made part of this Option.
326 **ADDITIONAL PROVISIONS** _____

327 ~~This Option is contingent upon final approval by the City of Sheboygan Common Council.~~
328 ~~The parties acknowledge that their intent is to close the sale on January 5, 2018.~~
329 ~~Seller agrees to give Buyer access to the Property prior to closing for planning~~
330 ~~purposes.~~

331 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL
332 ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE
333 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE
334 SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

335 This Option was drafted by [Licensee and Firm] City Attorney Charles C. Adams
336 _____ on July 25, 2017

337 Buyer Entity Name (if any): City of Sheboygan

338 (x) _____
339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲ _____

340 (x) _____
341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲ _____

342 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE
343 CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND
344 CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

345 Seller Entity Name (if any): _____

346 (x) _____
347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jim Zarezenok Date ▲ 7/28/17

348 (x) _____
349 Seller's/Authorized Signature ▲ Print Name/Title Here ► Kevin Dretzka Date ▲ 7/28/17

350 This Option was presented to Seller by [Licensee and Firm] _____
351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____
353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

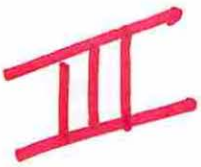
357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____



Res. No. _____ - 17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION approving the Option to Purchase 73.257 acres of industrial park land between Wilson Land Holdings, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the Option to Purchase 73.257 acres of land in the amount of \$1,999,916.10 from Wilson Land Holdings and agrees to close on the property on January 5, 2018.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance & Personnel

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

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON July 25, 2017 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~
3 The Seller (Optionor), Wilson Land Holdings, LLC, hereby grants to
4 the Buyer (Optionee), City of Sheboygan
5 an option to purchase (Option) the Property known as [Street Address] 73.257 acres identified on Exhibit A
6 _____ in the Town
7 of Wilson, County of Sheboygan, Wisconsin, on the following terms:
8 ~~DEADLINE FOR GRANT OF OPTION~~ This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all
9 Sellers and delivered to Buyer on or before August 31, 2017 (Time is of the Essence).

10 **OPTION TERMS**
11 ■ **INITIAL OPTION TERM:** A nonrefundable option fee of \$ 30,000.00 will be paid by Buyer to Seller within 5 days
12 of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 144 of this Option is checked. This Option may only be
13 exercised if Buyer delivers written notice to Seller no later than midnight March 30, 2018 unless extended below.
14 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight _____, upon
15 payment of \$ _____ to Seller on or before _____, as an option
16 extension fee which shall not be refundable. *after Common Council approval.
17 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18 Buyer exercises this Option. If the Option is exercised, \$ 30,000.00 of the option fee and \$ 0 of the
19 option extension fee, if any, shall be a credit against the purchase price at closing.

20 **CAUTION:** If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 258-268
21 or 326-330 or in a separate agreement attached per line 325.

22 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase ^{and 10/100}
23 ■ **PURCHASE PRICE:** One Million Nine Hundred Ninety-nine Thousand Nine Hundred Sixteen Dollars
24 (\$ 1,999,916.10) will be paid in cash or equivalent at closing unless otherwise provided below.

25 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26 not excluded at lines 28-29, and the following additional items: _____
27 _____

28 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
29 _____

30 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 75-82) to be excluded by
31 Seller or which are rented and will continue to be owned by the lessor.

32 **NOTE:** The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.

33 **OPTIONAL PROVISIONS:** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES:** Unless otherwise stated in this Option, delivery of documents and written notices to a
36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): _____
39 Buyer's recipient for delivery (optional): _____

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: Wilson Land Holdings, LLC, P.O. Box 1767, Madison, WI 53701-1767
48 Delivery address for Buyer: Chad Pelishek, 828 Center Avenue, Suite 104, Sheboygan, WI 53081

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____

55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
57 Option except: _____ If "Time is of the Essence" applies
58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

60 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
61 to, or Actual Receipt by, all Buyers or Sellers.

2

DEFINITIONS

- 62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
63 physically in the Party's possession, regardless of the method of delivery.
- 64 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
65 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
66 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
67 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
68 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
69 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
70 midnight of that day.
- 71 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
72 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
73 the expected normal life of the premises or adversely affect the use of the Property.
- 74 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
75 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
76 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
77 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
78 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
79 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
80 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
81 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.
- 82 ■ **CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
83 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.
- 84 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.
- 85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
86 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
87 verified by survey or other means.
- 88 ■ **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
89 dimensions, if material.
- 90 ■ **BUYER'S WALK-THROUGHS:** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
91 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
92 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
93 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- 94 ■ **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
95 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
96 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
97 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
98 lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
99 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
100 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
101 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
102 be held in trust for the sole purpose of restoring the Property.
- 103 ■ **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's
104 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
105 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
106 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
107 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
- 108 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
109 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
110 5830.

Property Address: 73,257 Total Acres

Page 3 of 7, WB-24

112 **CLOSING** This transaction is to be closed (within ninety (90) days after the exercise of this Option) (no later
113 than March 30, 2018) ~~STRIKE AND COMPLETE AS APPLICABLE~~ at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none

117 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

118 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 Current assessment times current mill rate (current means as of the date of closing)

124 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125 known, multiplied by current mill rate (current means as of the date of closing)

126

127 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
128 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
129 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

130 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are

137

138 _____, Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE-OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from _____ to _____ and
143 an initial rent of \$ _____ per month or this Option shall be null and void.

144 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE:**

145 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE:** Lenders may not recognize a credit for rent paid under a lease.

148 Buyer may not exercise this Option unless Buyer is current with all rent.

149 Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____

152 and, if applicable, Real Estate Condition Report dated _____, and, if applicable, Vacant Land Disclosure Report
153 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option

154 by reference ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and _____

155

156 ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)~~

157 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
158 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures
159 provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that
160 has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,
161 personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if
162 Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before
163 expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney
164 for additional information regarding rescission rights.

165 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
168 of this Option.

169 **ZONING** Seller represents that the property is zoned _____

f

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
171 268 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
179 remedies.

180 If Buyer defaults, Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and soil tests,
205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
208 agreed by the Parties in writing.

209 **RECORDING OF OPTION:** Buyer (may) (~~may not~~) **STRIKE ONE** record this Option at Buyer's expense.
 210 Buyer (may) (~~may not~~) **STRIKE ONE** (~~may~~ if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
 211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-266 or 326-330 or attach as an
 212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.
 213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
 216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
 217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
 219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
 220 taxes levied in the year of closing and none

221 _____
 222 _____ which constitutes merchantable title for purposes of
 223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
 224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
 225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 227 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 228 other than the current use.

229 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 230 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's"
 233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 236 closing (see lines 242-248).

237 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 238 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
 239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
 240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 243 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 244 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
 245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
 246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
 247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
 248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
 250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
 252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0817(1)(f).

256 **ADDITIONAL PROVISIONS:** _____
 257 _____
 258 _____
 259 _____
 260 _____
 261 _____
 262 _____
 263 _____
 264 _____
 265 _____
 266 _____
 267 _____
 268 _____

5

270 **CAPTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before
271 entering into the Option. See lines (198-203)

272 If the Property is a residential condominium unit, Seller must comply with the following:
273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33,
275 The condominium disclosure materials include a copy of the following and any amendments to any of those (except as may be limited for email
276 condominiums with no more than 12 units per Wis. Stat. § 703.35(1)(b) and (c)); (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable debts concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of the condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. The Parties agree that the 5 business days begin upon the earlier
290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery
291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**
294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 completed or pending condominium special assessments, the association's certificates of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g., roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).
304 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for lead or radon
306 monoxide, or testing for lead or radon LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice. If
309 necessary to perform the activities authorized in this Option, Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

+

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____

319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____

321 _____

322 Describe additional inspections and tests, if any, at lines 258-263 or 326-330 or attach as an addendum per line 325.

323 **NOTE:** Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
324 environmental contamination is present), any limitations on Buyer's testing and any other material terms.

325 **ADDENDA:** The attached Exhibit A is/are made part of this Option.

326 **ADDITIONAL PROVISIONS**

327 This Option is contingent upon final approval by the City of Sheboygan Common Council.

328 The parties acknowledge that their intent is to close the sale on January 5, 2018.

329 Seller agrees to give Buyer access to the Property prior to closing for planning
330 purposes.

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by [Licensee and Firm] City Attorney Charles C. Adams

336 _____ on July 25, 2017

337 Buyer Entity Name (if any): City of Sheboygan

338 (x) _____

339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲ _____

340 (x) _____

341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲ _____

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): Wilson Land Holdings LLC

346 (x) _____

347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jim Benzema 7/28/17 Date ▲ _____

348 (x) _____

349 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

350 This Option was presented to Seller by (Licensee and Firm) _____

351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____

353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 **NOTE:** Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

EXHIBIT A
(Property to be purchased)

<u>Tax Parcel No.</u>	<u>Acreage</u>
59030458974	16.01
59030458975	5.967
59030458976	7.43
59030459071	8.022
59030459142	1.55
59030459145	<u>34.278</u>

TOTAL: 73.257

VI

R. C. No. _____ - 17 - 18. By PUBLIC WORKS. August 7, 2017.

Your Committee to whom was referred R. O. No. 99-17-18 by the Director of Public Works submitting the Co-Digestion Evaluation for the City of Sheboygan Wastewater Treatment Plant, Project Number 60532058, dated June 27, 2017; recommends to accept and adopt the report of findings and to suspend the Co-Digestion program.

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

II

4.10

R. O. No. 99 - 17 - 18. By DIRECTOR OF PUBLIC WORKS. July 17, 2017.

Submitting the Co-Digestion Evaluation for the City of Sheboygan Wastewater Treatment Plant, Project Number 60532058, dated June 27, 2017.

~~Pub Wks.~~
Act Adopt
Suspend program

report findings to
suspend
co-digestion program

Director of Public Works

Co-Digestion Evaluation

City of Sheboygan - Wastewater Treatment Plant

Project Number: 60532058

June 27, 2017

Quality information

Prepared by	Checked by	Approved by
<u>Rusty Schroedel</u>	<u>Ralph Eschborn</u>	<u>Tom Holtan</u>

Revision History

Revision	Revision date	Details	Authorized	Name	Position

Distribution List

# Hard Copies	PDF Required	Association / Company Name

Co-Digestion Evaluation

Prepared for:

City of Sheboygan - Wastewater Treatment Plant

Prepared by:

AECOM
1555 RiverCenter Drive
Milwaukee, WI 53212

aecom.com

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Table of Contents

1.	Executive Summary	1
2.	Introduction	1
3.	Review of Alternatives.....	2
4.	Data Analysis	3
4.1	Historical Loading Data.....	3
4.2	Historical Gas Usage and Heat Balance	6
4.3	Basis of Design.....	8
4.3.1	Basis of Design – Baseline Condition	9
4.3.2	Basis of Design – Eliminate HSW Receiving.....	9
4.3.3	Basis of Design – Refined HSW Receiving.....	10
4.4	Alternatives Analysis.....	10
5.	Cost Model.....	13
6.	Prioritization of Capital Projects	15
6.1	Facility Plan Report.....	15
6.2	Identify Priorities	16
7.	Conclusions	16
8.	References	17
	Appendix A Data from Wastewater Plant.....	A-1
	Appendix B Data Analysis	B-1
	Appendix C Cost Model	C-1

Figures

Figure 2-1:	High Strength Waste Volume and Revenue 2010 to 2016.....	2
Figure 3-1:	Sheboygan, WI Sludge Process Flow Diagram.....	3
Figure 4-1:	Summary of Three Years of Sludge Production.....	4
Figure 4-2:	Summary of Digester Gas Production	5
Figure 4-3:	Schematic of the Sheboygan Heating Loop	8
Figure 4-4:	Summary of Natural Gas Consumption at Sheboygan	8
Figure 5-1:	Summary of Net Present Value	14
Figure 5-2:	Sensitivity of HSW Receiving Costs.....	15

Tables

Table 4-1:	Summary of Three Years of Sludge Production	4
Table 4-2:	Summary of Volatile Solids Content and Digester Gas Production	4
Table 4-3:	August to December 2016 Anaerobic Digester Performance Summary	6
Table 4-4:	Digester Gas Use Summary	7
Table 4-5:	Historical Microturbine Electricity Production	7
Table 4-6:	Summary of Heat Inputs into Sludge Heating Loop (Therms/yr)	7
Table 4-7:	Basis of Design – Baseline Condition	9
Table 4-8:	Basis of Design – Eliminate HSW	9
Table 4-9:	Basis of Design – Reduce HSW Receiving by 50%.....	10
Table 4-10:	Sheboygan Alternatives Mass Balance	10
Table 4-11:	Digester Gas Use Estimates	12
Table 4-12:	Heat Demand Estimates.....	12
Table 4-13:	Supply of Heat Demand.....	13

1. Executive Summary

Sheboygan has accepted high strength waste (HSW) for years in order to co-digest with the plant's sludge to increase digester gas production. The use of the increased volume of digester gas, primarily to make electricity, resulted in significant cost savings and occasional production of electricity in excess of the treatment plant's electricity demand. The combination of aging facilities, reduced tipping fees for the HSW, and digester capacity limitations resulted in questions regarding the cost-effectiveness of retaining acceptance of HSW.

A substantial amount of data was received from the Sheboygan wastewater plant regarding sludge production, digester gas production, digester gas utilization, system operations, and operating costs. This data was analyzed for current and future conditions to evaluate three options of continuing to receive current volumes of HSW, eliminate receipt of HSW, or to reduce the volume of HSW received.

The analysis determined that the lowest net present value cost was to eliminate the receipt of HSW. However, several current systems would be underutilized should no HSW be received. Also, current tipping fees are significantly less than those charged previously. Selective receipt of HSW with appropriate tipping fees has the potential to allow continuing to receive HSW worthwhile.

A more detailed analysis of the potential HSW streams, tipping fees, and limited capital improvements along with sensitivity of process performance and unit costs could identify a more cost-effective HSW receiving program.

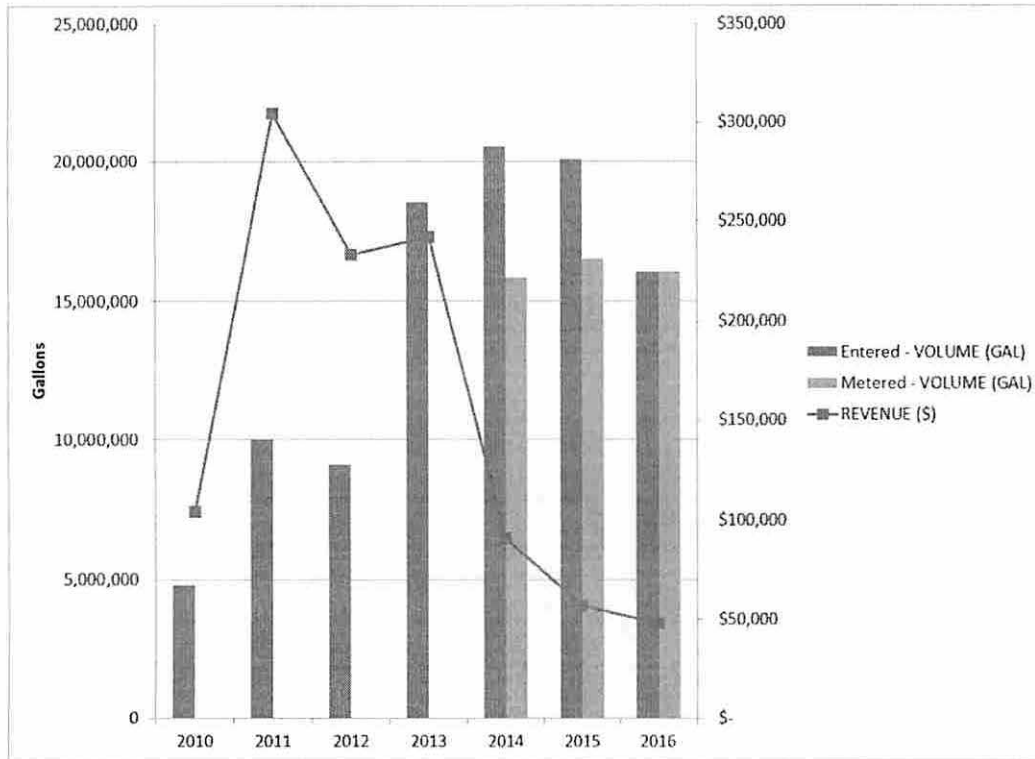
2. Introduction

The City of Sheboygan wastewater facility has been a leader nationwide in the development of co-digestion and associated energy production. It was one of the first facilities in North America to achieve net zero energy, meaning it was often able to produce more electricity through its microturbine system than required to operate the treatment plant. Recently, more treatment plants have added the ability to accept and co-digest high strength wastes. This has increased competition for the higher quality wastes and lowered tipping fees that treatment plants receive for accepting wastes. Sheboygan has seen a significant drop in tipping fees for high strength wastes (HSW), causing this revenue source to decrease as summarized in **Figure 2-1**. Sheboygan currently receives tipping fees ranging from \$0 to \$0.04 per gallon.

Several portions of the co-digestion system, such as the digester that is used as a receiving tank and several of the microturbines are in need of repair or replacement. A capital improvements plan has been prepared for the wastewater facility and the co-digestion system. Related to this analysis, the Facility Plan recommended the following capital upgrades (Wastewater Treatment Facilities Plan, Draft Report, January 2017):

- Rehabilitate HSW receiving - \$1,814,000
- Conversion of D6 from a secondary digester to a fourth primary digester - \$1,548,000
- Replace the 30 kW turbines in 5 years - \$1,000,000
- Replace the 200 kW turbine in 10 years - \$1,000,000

Figure 2-1: High Strength Waste Volume and Revenue 2010 to 2016



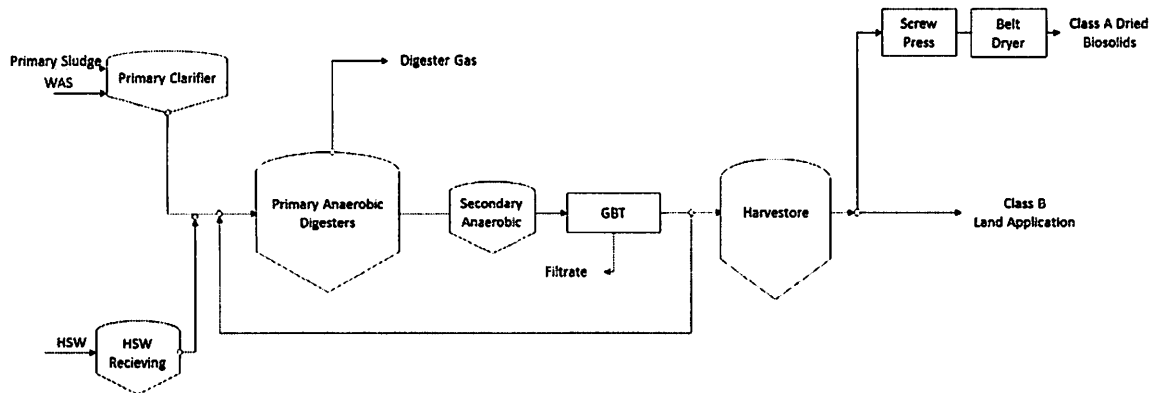
Sheboygan desires an independent review of the co-digestion system economics, including a review of the capital plan, while considering the impacts of reduced revenue from high strength wastes. The City needs to prioritize various capital improvements and determine if it makes financial sense to make significant capital improvements to the high strength waste and co-digestion system.

This report summarizes the review of the alternatives, data analysis, development of a cost model, and provides conclusions and recommendations regarding the future of co-digestion at the Sheboygan Wastewater Treatment Plant.

3. Review of Alternatives

Sheboygan currently co-settles the primary sludge and waste activated sludge (WAS) in the primary clarifiers. HSW is received and stored in old digesters in the West Digestion Complex. The co-settled sludge and HSW are currently digested in three (3) 750,000 gallon primary digesters in the East Digestion Complex before being directed to a secondary digester. The digested sludge is then thickened to approximately 6% total solids (TS) using gravity belt thickeners and a portion of the thickened sludge is recycled to the primary digesters to provide some recuperative thickening. The thickened sludge not recycled is directed to two (2) 2 million gallon Harvestore tanks which provide several months of sludge storage as 180 days of sludge storage is required during wintertime operation when land application is not allowed. Currently about half of the digested sludge is dewatered using screw presses and dried in a belt dryer and the dried biosolids is distributed as a Class A product. The remainder of the biosolids is land applied as a Class B liquid sludge. A process flow diagram of Sheboygan's sludge processing system is provided in **Figure 3-1**.

Figure 3-1: Sheboygan, WI Sludge Process Flow Diagram



Three alternatives were identified during project definition and scoping. They are:

- **Baseline or current conditions:** Continue to receive high strength wastes at existing volumes and from existing sources. The improvements recommended in the capital improvement plan are included.
- **Eliminate high strength waste receiving.** This would still allow for production and use of digester gas from municipal wastewater discharged to the plant.
- **Continue to receive high strength wastes.** Define the appropriate or limited improvements that should be made to the system.

4. Data Analysis

A significant volume of detailed plant records were provided to the team regarding sludge systems performance and operational considerations. Appendix A provides a list of that information. The historical records were used to prepare a mass and energy balance that is the basis for the analysis in this evaluation. Selected spreadsheets used for the analysis are included in Appendix B.

4.1 Historical Loading Data

To set a baseline for the three alternatives, three years of operational data were analyzed from 2014 to 2016. The total sludge and HSW feed to the digesters is summarized in **Table 4-1** and **Figure 4-1**. The data shows fairly consistent feed throughout the three years analyzed. The data also showed that the maximum 30 day peaking factor ranged from 1.2 to 1.4 for this period for both the sludge and HSW (data not shown). The volatile solids (VS) content of the sludge and HSW feed and digested sludge is summarized in **Table 4-2** along with digester gas production. For the HSW, total solids and volatile solids were not measured until 2016. Also digested sludge VS sampling was conducted more regularly in 2016 with 52 samples collected compared to 8 in 2014 and 13 in 2015. The more comprehensive sampling of HSW and digested sludge occurred starting in August 2016. The average annual gas production increased during the three years as noted in **Table 4-2** and **Figure 4-2**. In 2016, gas measured 55% methane which is a little lower than the 60-65% estimated for sludge (M&E 5th Edition) and the difference is likely due to differences in co-digestion feedstocks. Based on the plant records, greater than 90% of the HSW received (by volume) at Sheboygan since 2010 has been dairy waste and in 2014 to 2016, over 97% (by volume) of the HSW was dairy waste.

Table 4-1: Summary of Three Years of Sludge Production

Units	Primary + WAS		HSW		Total
	gal	% TS	gal	% TS	
2014 Avg	67,600	3.6	43,800		111,200
2015 Avg	67,200	3.0	45,300		112,500
2016 Avg	58,800	3.3	43,800	8.9	102,600
3-YR Average	64,500	3.3	44,300		108,800

Figure 4-1: Summary of Three Years of Sludge Production

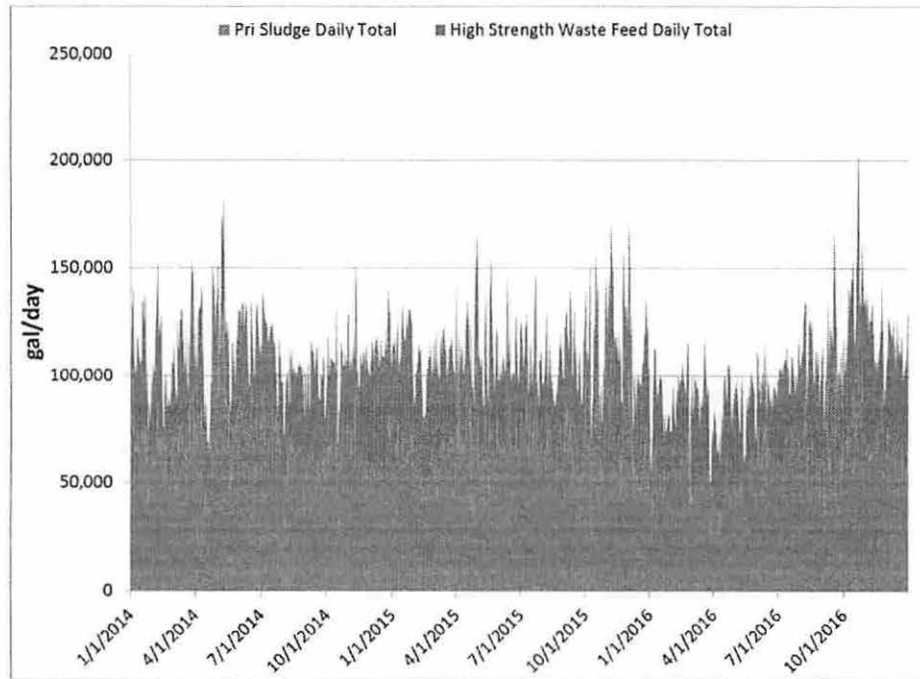
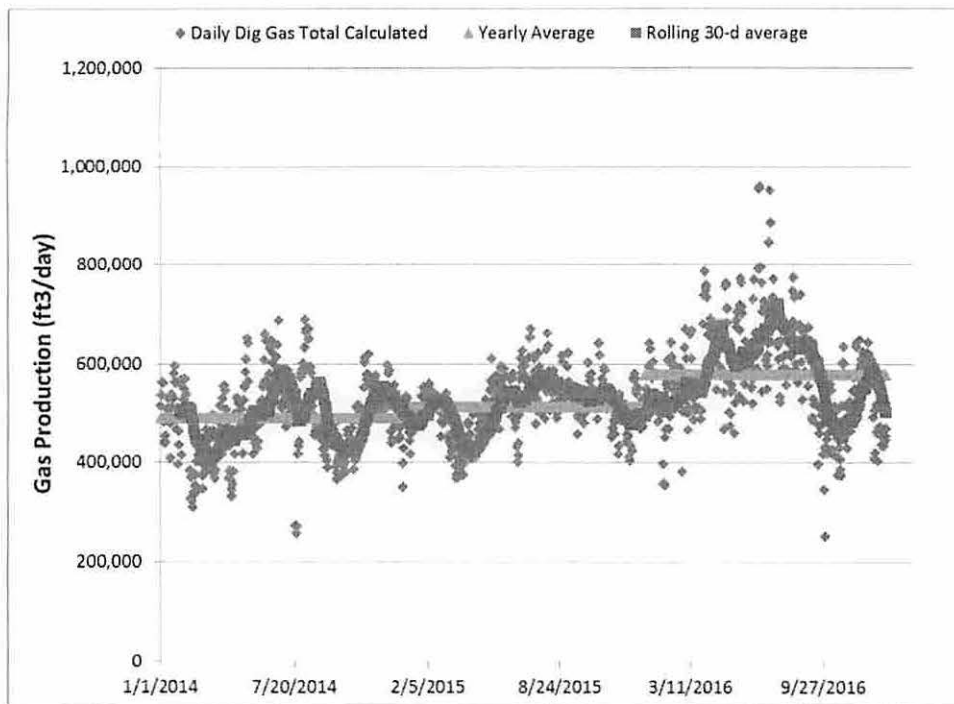


Table 4-2: Summary of Volatile Solids Content and Digester Gas Production

	Primary + WAS (% VS/TS)	HSW (% VS/TS)	Digested (% VS/TS)	Digester Gas (cu ft/d)
2014 Avg	71.8		55.3	492,000
2015 Avg	75.6		62.5	514,700
2016 Avg	73.4	81.0	60.7	579,800
3-YR Average	73.6		60.4	528,800

Figure 4-2: Summary of Digester Gas Production



Since detailed HSW and digested sludge sampling was not regularly monitored until August 2016, a “snapshot” from August to December 2016 was analyzed to set the basis for current anaerobic digester performance and this data is summarized in **Table 4-3**. The digester volatile solids reduction (VSR) performance was estimated using the Van Kleeck equation.

The data showed that overall VSR in the anaerobic digester averaged around 57%, however, it is expected that the VSR performance of the sludge and HSW fractions would be different. Using the VS feed differences in the sludge and HSW in the Van Kleeck equation, it was estimated that the primary and WAS sludge fraction achieved 45% VSR and the HSW fraction achieved 62% VSR. The actual VSR for the different feed streams could vary more than this and it is possible the addition of HSW provides synergistic or possibly even antagonistic impacts on overall VSR. Either way, the VSR assumptions are carried forward into the analysis for the different ratios of sludge to HSW.

The overall gas production of 20.7 cu ft/lb VSR is also higher than typically expected for sludge which ranges from 13 to 18 cu ft/lb VSR (M&E 5th edition). The differences are likely due to the impact of HSW feed into the anaerobic digester. For the mass balance assumptions in this analysis, it is assumed that digestion of the sludge fraction provides 18 cu ft/lb VSR, which corresponds to the highest value in the range expected. To provide an overall gas production of 20.7 cu ft/lb VSR, as shown in **Table 4-3**, the HSW fraction was calculated to provide 22 cu ft/lb VSR. Additional testing could be performed to further refine the impact of co-digestion. Sampling for chemical oxygen demand (COD) in the feedstocks and digested sludge would allow a COD balance to be performed which may allow for a more accurate digestion mass and energy balance to be developed. Also conducting Biochemical Methane Potential (BMP) tests would be another method that could be used to determine the overall digestibility and specific gas production for the feed stocks.

Table 4-3: August to December 2016 Anaerobic Digester Performance Summary

Parameter	Value	Units
Average Primary Volume	69,300	gal
Primary Total Solids	3.2	% TS
Primary Sludge VS	72.6%	% VS/TS
Average HSW Volume	51,300	gal
HSW Total Solids	8.9	% TS
HSW VS	81.0%	% VS/TS
Digester SRT	18.7	days
Average Primary Mass	18,300	lb/d
Average HSW Mass	38,100	lb/d
Total Digester Feed	56,400	lb/d
Total Digester Feed TS	5.61%	% TS
Total Digester Feed VS	78.3%	% VS/TS
Digested Sludge VS	60.9%	% VS/TS
VSR - Van Kleek	56.8%	%
Gas Production	519,000	cu ft/d
Methane Content	56.7	% CH ₄
Specific Gas Production	20.7	cu ft/lb VSR

4.2 Historical Gas Usage and Heat Balance

Sheboygan beneficially uses the majority of the digester gas for heat and electricity production. The gas can be directed to two (2) 200 kW microturbines, ten (10) 30 kW microturbines, two (2) sludge boilers or a digester gas boiler. Gas that is not beneficially used is flared. Historical breakdown of digester gas use for 2014 to 2016 is summarized in **Table 4-4**. The data shows that about 60-70% of the produced digester gas is used for electrical production and **Table 4-5** shows that the turbines are able to provide approximately 570 to 600 kW of electricity on average. Since the dryer was brought online in 2014, the microturbines are able to provide 60-70% of the total plants electrical needs. Prior to having the dryer system installed, the microturbines were able to provide nearly all of the plants required electrical needs.

Although the majority of the gas is used for electrical production, less than 20% is directly used for heating in the sludge boilers and 11 to 18% of the gas has historically been flared. It should be noted that the digester gas boiler was not brought online until 2016 and that boiler can use either digester gas or natural gas as the fuel source. The plant also contains two (2) natural gas fired house boilers.

Table 4-4: Digester Gas Use Summary

Year	Sludge Boiler ¹	200 kW Microturbines ¹	30 kW Microturbines ¹	Flare ¹
2014 Avg	18.1%	39.8%	30.5%	11.5%
2015 Avg	20.1%	36.4%	32.2%	11.2%
2016 Avg	14.9%	33.5%	28.8%	17.6%
3-YR Avg	17.6%	36.4%	30.4%	13.7%

1. Based on annual average data for gas volume usage.

Table 4-5: Historical Microturbine Electricity Production

Year	200 kW Turbines			30 kW Turbines			Total Electrical Production	% of Plant Total
	Units	kWh/d ¹	kW Efficiency ²	kWh/d ¹	kW Efficiency ²			
2014 Avg	8,822	368	28.2%	5,422	226	21.1%	594	84.2
2015 Avg	8,367	349	27.8%	5,614	234	21.1%	583	71.9
2016 Avg	8,188	341	26.7%	5,560	232	20.6%	573	63.9
3-YR Avg	8,459	352	27.6%	5,534	231	20.9%		

1. Based on annual average data

2. Estimated based on electrical production and volume of gas estimates using heat value of digester gas was 550 Btu/ft³

A sophisticated heating loop, shown in **Figure 4-3**, is utilized to meet the plants heating demands for the digester, belt dryer and other plant heating needs (building, tunnels, plant potable hot water, etc.). The heat inputs to the loop come from energy recovery from the microturbines (MT), as well as input from the digester gas fired sludge boilers, natural gas or digester gas fired digester boiler or natural gas fired house boilers. **Table 4-6** provides a summary of the heat inputs into the heating loop from the microturbines and boilers. The total heat input estimated is used to set the total heating baseline for the plant.

Table 4-6: Summary of Heat Inputs into Sludge Heating Loop (Therms/yr)

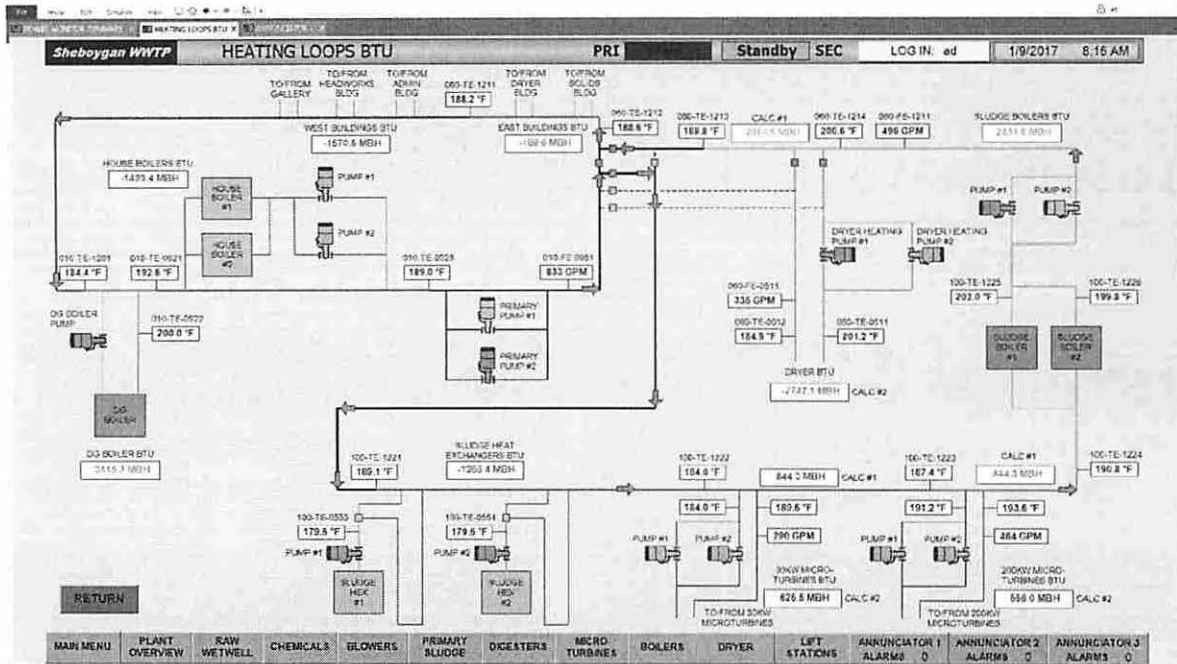
Year	30 kW MT ¹	200 kW MT ¹	Sludge Boiler ²	Dig Boiler ¹	House Boiler ³	Total
2014	18,339	41,249	143,037		28,379	231,004
2015	23,163	23,837	166,507		83,573	297,080
2016	22,244	21,505	135,312	52,565		231,626

1. Based on annual average data provided

2. Estimated based on average volume of digester gas to boiler assuming a digester gas heat value of 550 Btu/ft³ and an 80% boiler efficiency

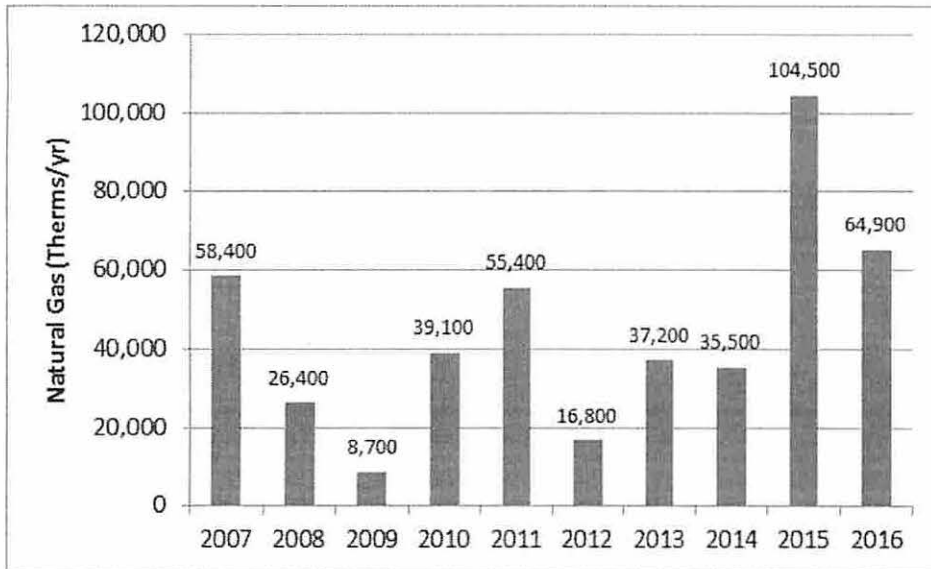
3. Estimated based on natural gas consumption records assuming a 80% boiler efficiency

Figure 4-3: Schematic of the Sheboygan Heating Loop



The total annual natural gas consumption increased after the belt dryer was brought online at the end of 2014 which is evident from the natural gas summary in **Figure 4-4**. In 2014, the natural gas consumption ranged from 64,900 Therms/yr in 2016 up to 104,500 Therms/yr in 2015.

Figure 4-4: Summary of Natural Gas Consumption at Sheboygan



4.3 Basis of Design

The basis of design used for planning was set based on the historical loadings presented in **Table 4-1** and the maximum month conditions were estimated assuming a 1.4 peaking factor for

both the sludge and HSW. The facility planning report estimated that the sludge volume in year 2040 would be 6.8% higher than the current production.

4.3.1 Basis of Design – Baseline Condition

The mass and volume load estimates for the baseline conditions (for continuing HSW receiving at the current rate) are presented in **Table 4-7**. The table also assumes that the HSW load would increase proportionally with the plants sludge. **Table 4-7** also presents the digester hydraulic retention time (HRT) estimates with the existing 3 primary digesters and with the 4 total digesters. The Facility Plan recommended converting digester D6 from a secondary digester to a primary digester to increase digestion capacity since their evaluation showed that it was more economical than adding additional mechanical thickening for the primary and WAS feed.

Table 4-7: Basis of Design – Baseline Condition

	Current		2040		
	Average	Max Month	Average	Max Month	
Primary + WAS	17,800	25,100	19,000	26,900	lb/d
	64,500	91,000	68,900	97,200	gpd
HSW	32,900	45,500	35,150	48,600	lb/d
	44,300	61,200	47,300	65,400	gpd
Total	50,700	70,600	54,150	75,500	lb/d
	108,800	152,200	116,200	162,600	gpd
HRT – 3 digesters	20.7	14.8	19.4	13.8	days
HRT – 4 digesters	27.6	19.7	25.8	18.5	days

It should be noted that with recuperative thickening employed, the SRT would not match the HRT. Historically 18 to 23 million gallons per year of water have been removed by recuperative thickening (3/2/17 e-mail from Sharon Thiesen) so historical average SRT was estimated to be closer to 22 days.

4.3.2 Basis of Design – Eliminate HSW Receiving

One option to consider is eliminating HSW receiving all together. Doing so would allow the existing three primary digesters to have enough capacity throughout the planning period while also providing digester redundancy meaning that two digesters would provide greater than 15 days HRT throughout the planning period with one digester out of service. The design conditions for this option are presented in **Table 4-8**.

Table 4-8 Basis of Design – Eliminate HSW

	Current		2040		
	Average	Max Month	Average	Max Month	
Primary + WAS	17,800	25,100	19,000	26,900	lb/d
	64,500	91,000	68,900	97,200	gpd
HRT – 3 digesters	34.9	24.7	32.7	23.1	days
HRT – 2 digesters	23.3	16.5	21.8	15.4	days

4.3.3 Basis of Design – Refined HSW Receiving

Another option, which may be more cost effective for Sheboygan, in terms of capital expenditures, would be to reduce the amount of HSW received to the point that would defer or eliminate the need to convert the D6 digester to a primary digester. For this analysis, it was assumed that the amount of HSW received would be reduced by 50%. **Table 4-9** summarizes the design criteria for this which shows that if HSW receiving is cut in half, greater than 17 days of HRT can be maintained in the existing three primary digesters. This condition may not provide full redundancy to provide greater than 15 days of HRT at maximum month conditions if one of the primary digesters was out of service, however, with increased recuperative thickening, the SRT could be maintained at or above 15 days SRT.

Table 4-9: Basis of Design – Reduce HSW Receiving by 50%

	Current		2040		
	Average	Max Month	Average	Max Month	
Primary + WAS	17,800	25,100	19,000	26,900	lb/d
	64,500	91,000	68,900	97,200	gpd
HSW	16,500	22,700	17,600	24,300	lb/d
	22,150	30,600	23,700	32,700	gpd
Total	34,300	47,800	36,600	51,100	lb/d
	86,650	121,600	92,600	129,900	gpd
HRT – 3 digesters	26.0	18.5	24.3	17.3	days
HRT – 2 digesters	17.3	12.3	16.2	11.5	days

4.4 Alternatives Analysis

Mass and energy balances were prepared for the three different scenarios at current conditions. The outputs from the mass and energy balances were used as the inputs in the cost model discussed in Section 5. **Table 4-10** provides a summary of the digestion, thickening, dewatering and drying mass balances used in this study. From the mass balance, the estimated feed rates to the thickening, dewatering and drying systems were estimated for each scenario. For the purpose of this analysis, it was assumed that 50% of all of the sludge would continue to be thermally dried. However, eliminating or reducing the HSW would provide additional storage capacity in the Harvestore tanks so the need for thermal drying could be reduced or possibly eliminated if HSW receiving is discontinued.

Table 4-10: Sheboygan Alternatives Mass Balance

		Baseline HSW	Eliminate HSW	Refined HSW	Units
		Receiving	Receiving	Receiving	
Primary + WAS	Mass Load	17,800	17,800	17,800	lb/d
	Volatile Solids	74%	74%	74%	VS/TS
	Total Solids	3.3%	3.3%	3.3%	TS
	Volumetric Loading	64,400	64,400	64,400	gpd
HSW	Mass Load	32,900	--	16,450	lb/d
	Volatile Solids	81%	--	81%	VS/TS
	Total Solids	8.9%	--	8.9%	TS
	Volumetric Loading	44,300	--	22,100	gpd

		Baseline HSW Receiving	Eliminate HSW Receiving	Refined HSW Receiving	Units
Digester Feed	Mass Load	50,700	17,800	34,250	lb/d
	Volatile Solids	78%	74%	77%	VS/TS
	Total Solids	5.6%	3.3%	4.7%	TS
	Volumetric Loading	108,700	64,400	86,600	gpd
Digester Performance Primary + WAS	VSR	45%	45%	45%	
	Gas Production	18	18	18	cu ft/lb VSR
Digester Performance HSW	VSR	62%	62%	62%	
	Gas Production	22	22	22	cu ft/lb VSR
Total Digester Performance	Total Volatiles Removed	22,420	5,890	14,150	lb VS/d
	Total VSR	56%	45%	54%	
	Total Gas Production	470,000	106,000	288,000	cu ft/day
Thickening	Mass to Thickener ¹	30,100	17,800	24,000	lb/d
	Thickened Solids ²	6.2%	6.2%	6.2%	TS
	Solids Recovery	91%	91%	91%	
	Active Polymer ³	4.4	4.4	4.4	lb/DT
	Active Polymer	66.2	39.2	52.8	lb/d
Digested Sludge to Aqua store	Mass Load	25,600	10,300	18,000	lb/d
	Volatile Solids	61%	61%	61%	
	Volumetric Loading	49,500	19,900	34,800	gpd
	Harvestore Volume	4	4	4	MG
	Storage Days	81	201	115	days
Sludge to Dewatering and Drying	Ratio to DW/dry	50%	50%	50%	
	To Dewatering	12,800	5,200	9,000	lb/d
	To Dewatering	2,300	900	1,600	DT/yr
	Dewatered Solids ⁴	22%	22%	22%	
	Solids Recovery	95%	95%	95%	
	Active Polymer ³	38	38	38	lb/DT
	Active Polymer	43.7	17.1	30.4	lb/d
	Dry Solid Content	92%	92%	92%	
Evaporative Load	7,600	3,000	5,300	ton/y	

DT = Dry Ton, MG = Million Gallon

1. Accounts for recuperative thickening estimated based on amounts of water removed. For alternative scenarios, the amount of water removed is assumed to be proportional to the digester feed.
2. Based on historical records.
3. Polymer estimates provided by city staff.
4. Targeted TS with new screw presses.

The mass balance was also used to estimate total gas production for each scenario and the use of the gas is presented in **Table 4-11**. For the baseline scenario, it was assumed that the gas would continue to be used to produce electricity and heat similar to what is summarized in **Table 4-5** and **Table 4-6**. For the case where the HSW is eliminated, the gas production is significantly decreased and it is estimated that only one 200 kW microturbine will be in service

for this scenario. For the refined HSW receiving scenario where the HSW input is reduced by 50%, the two 200 kW microturbines and two of the ten 30 kW microturbines are estimated to be in service. For the mass balances presented, the total gas production estimated was less than shown by the historical records, however, the gas uses were still estimated to be the same in terms of electrical and heat production. Using the calculated gas production and historical energy uses lowered the amount of gas being flared down to 5% of the total gas which is reasonable to achieve and reducing flaring would further optimize the system energy balance.

Table 4-11: Digester Gas Use Estimates

	Baseline HSW Receiving	Eliminate HSW Receiving	Refined HSW Receiving	Units
Energy Content in Biogas	943,500	212,800	578,200	Therms/yr
Electricity from 200 kW MT	8,400	3,600	8,400	kWh/d
200 kW Electrical Efficiency	28%	28%	28%	
Gas to 200 kW MTs	373,800	160,200	373,800	Therms/yr
% of Total Biogas to 200 kW MT	39.6%	75.3%	64.6%	
Electricity from 30 kW MT	5,500		1,200	kWh/d
30 kW Electrical Efficiency	21%		21%	
Gas to 30 kW MTs	326,400		71,200	Therms/yr
% of Total Biogas to 30 kW MT	34.6%		12.3%	
Total Biogas to MTs	74.2%	75.3%	77.0%	
Sludge Boiler	160,000	34,200	85,400	Therms/yr
Sludge Boiler Efficiency	80.0%	80.0%	80.0%	
Gas to Boiler	200,000	42,800	106,700	Therms/yr
Gas Flared	43,300	9,800	26,500	Therms/yr
% Gas Flared	5%	5%	5%	

The thermal energy requirements at the plant are tied into a sophisticated loop as presented in **Figure 4-3**. The total annual plant heating requirements for the baseline case is based on the information provided in **Table 4-6**. Estimating the heat requirements directly for each scenario would be complicated since the heating needs for the digester and building heating is seasonal and would vary annually. In order to simply this, the savings with respect to the drop in digester heating and reduction in thermal drying were estimated for the two alternative scenarios and it was assumed that the digester heat loss, building and other plant heating needs would be the same for each scenario. The thermal energy requirements are summarized in **Table 4-12**.

Table 4-12: Heat Demand Estimates

	Baseline HSW Receiving	Eliminate HSW Receiving	Refined HSW Receiving	Units
Energy Input Baseline	275,000	275,000	275,000	Therms/yr
Digester Heating Savings		-40,400	-20,200	Therms/yr
Dryer Heating Savings		-128,800	-64,400	Therms/yr
Total Energy Input	275,000	105,800	190,400	Therms/yr

As shown in **Figure 4-3**, the heat is supplied to the loop from the microturbines waste heat and the various boilers provided. For the baseline case, it was assumed that the input would be similar to the historical records summarized in **Table 4-6** and that a portion of the heating demand is met with the microturbine waste heat and the digester gas sludge boiler. The remaining heat demands would then be met using natural gas either with the digester gas boiler

or house boilers (labeled supplemental boiler input). For the alternative cases, the heat inputs from the microturbine and digester gas fired sludge boilers were estimated based on the gas usages in **Table 4-12**. The shortfall for heating requirements were then calculated to determine how much natural gas would be required for each scenario and the natural gas input is estimated in **Table 4-13**.

Table 4-13: Supply of Heat Demand

	Baseline HSW Receiving	Eliminate HSW Receiving	Refined HSW Receiving	Units
Heat from 200 kW MTs	24,300	10,400	24,300	Therms/yr
Heat from 30 kW MTs	20,200	0	4,400	Therms/yr
Heat from Sludge Boiler	160,000	34,200	85,400	Therms/yr
Supplemental Boiler Input	70,500	61,200	76,300	Therms/yr
Boiler Efficiency	85%	85%	85%	
Natural Gas Input	82,900	72,000	89,800	Therms/yr

5. Cost Model

A cost model was prepared that compares the capital costs, operation and maintenance expenses, and the net present value of the three alternatives. The cost model, which uses an Excel spreadsheet for the calculations, is provided in Appendix C.

There are three major sections to the model:

- Process Impacts
- Cost Impacts
- Cost Model Common Inputs

The process impacts section includes major process related variables for the three alternatives such as electrical production, natural gas use, polymer use, and solids quantities. The electrical consumption estimates are based on both historical records, where available, and estimates used for similar equipment from other projects. The solid quantities, polymer, and natural gas quantities provided are based on the analysis discussed in **Section 4.4**. The process variables are used in the cost impacts section to calculate annual expenses for various line item costs such as electrical production. The cost impacts section shows revenues as negative values. There are three revenue generating line items: electrical production from microturbines, HSW tipping fees, and Class A dried biosolids application. The third major section is cost model common impacts. These items are common variables that are used in all alternatives such as interest rate, electrical unit costs, and polymer costs. Interest rate is the City's cost of borrowing money.

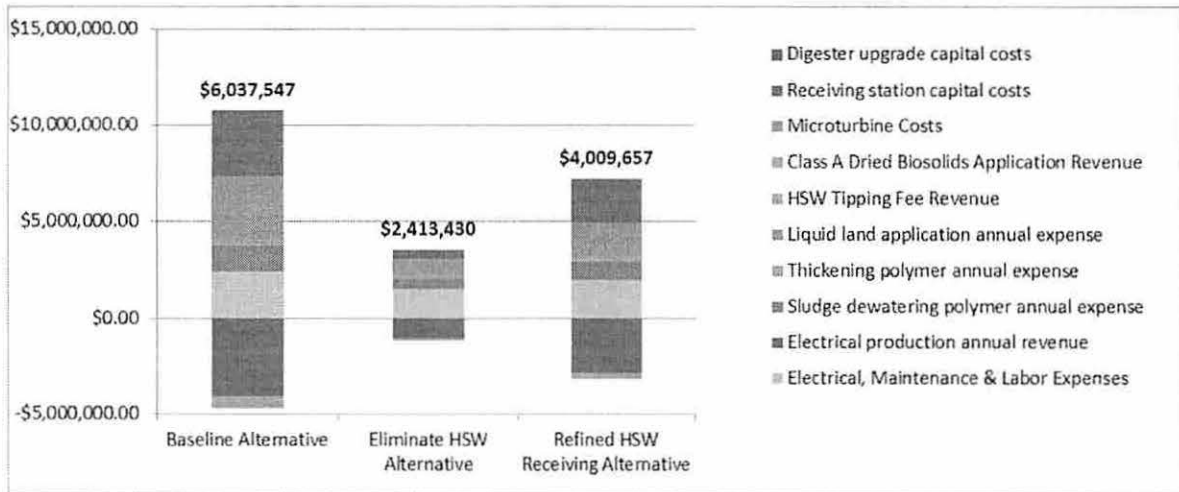
In the cost impacts section, the capital costs are listed as total costs and the analysis includes only the HSW receiving upgrades and digester upgrades. For the scenarios that avoid the conversion of digester D6, the cost amount only includes replacing the digester cover and does not include adding a heating or mixing system. In the cost impacts section, operation and maintenance expenses for the various line items are presented as annual amounts. The annual expenses are summed and the net present value factor is applied to the sum to get a net present value for the annual expenses. This net present value is then added to capital costs to calculate a total net present value for each alternative. Values for some cost line items such as maintenance labor were not included. It is difficult to estimate an accurate value for annual maintenance and the value would be small when compared to the large cost items.

The five largest cost items are highlighted in blue and include:

- Receiving station capital costs
- Digester upgrade capital costs
- Electrical production annual revenue
- Sludge dewatering polymer annual expense
- Liquid land application annual expense

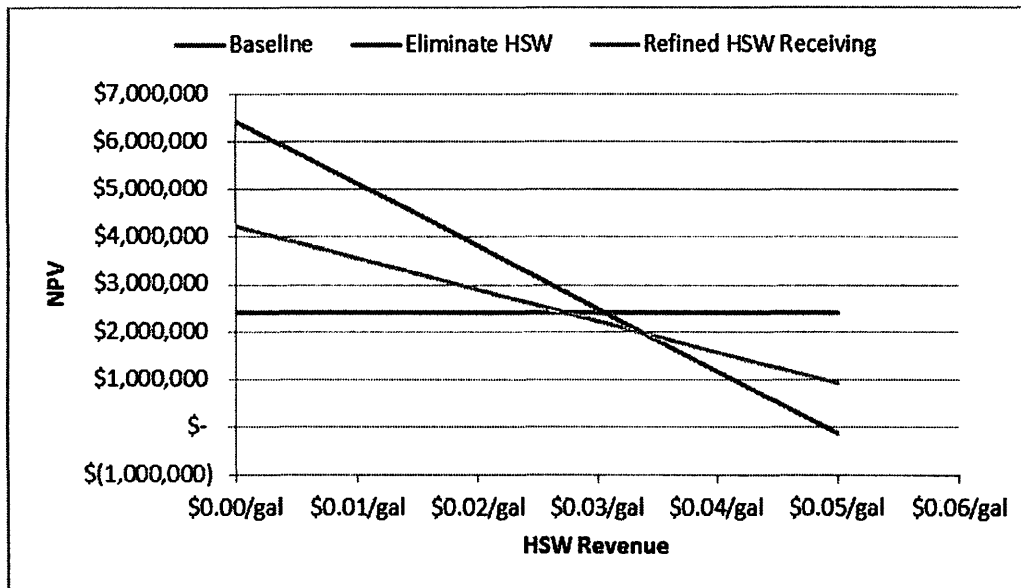
These five items essentially control the outcome of the net present value analysis. Other cost items have a minor impact. A graphical summary of the net present value evaluation is provided in **Figure 5-1**. The "eliminate HSW alternative" has the lowest net present value based on the assumptions used in this analysis.

Figure 5-1: Summary of Net Present Value



As illustrated in **Figure 5-1**, receiving HSW provides the largest ability for Sheboygan to generate revenue; however, the additional revenue does not outweigh the additional capital and operating expenditures associated with receiving HSW. One potential possibility to further increase revenue is to increase the tipping fees for receiving the HSW. As shown in **Figure 2-1**, the revenue from receiving HSW has dropped dramatically over the past several years. In order to better evaluate the impact of receiving HSW, a sensitivity analysis was conducted on the tipping fee revenue on a per gallon received basis and a graphical presentation of this data is provided in **Figure 5-2**.

Figure 5-2: Sensitivity of HSW Receiving Costs



The data presented in **Figure 5-2** shows that if greater than \$0.03/gal of revenue can be obtained for receiving HSW (similar to the revenue generated in 2011) then the options with HSW Receiving start becoming favorable from an NPV stand point. Revenue from HSW would need to be about \$0.031/gal to make the Baseline Alternative break even with the Eliminate HSW Alternative. Revenue would need to be about \$0.0274/gal to make the Refined HSW Receiving Alternative break even with the Eliminate HSW Alternative. It should be noted, however, that if the cost estimates for the digester and HSW system rehabilitation was lower than what is currently listed in the facility plan, the breakeven numbers for HSW revenue would be further reduced.

Future studies could be conducted to look at the sensitivity of other process variables and unit costs on the overall lifecycle cost.

6. Prioritization of Capital Projects

6.1 Facility Plan Report

A report prepared for the City of Sheboygan (Wastewater Treatment Facilities Plan, Draft Report, January 2017) analyzed existing conditions, identified future conditions, evaluated alternatives, and developed a recommended plan. It is beyond the scope of this report to review, analyze, and critique every item recommended in the draft Facilities Plan. The items in the plan that relate to the hauled waste receiving, anaerobic digesters, and digester gas utilization systems and their approximate total project costs are:

- High strength waste receiving and storage improvements – \$1,814,000
- Conversion of Digester D6 to a primary digester – \$1,548,000
- Replacement of the 30 kW microturbines or increased capacity for these units – Future project – \$1,000,000
- Replacement of the 65 kW microturbines – Future project – \$1,000,000

6.2 Identify Priorities

A common approach to prioritize wastewater treatment plant improvements and upgrades is to first and foremost emphasize permit compliance and personnel safety. Additional review and analysis of the recommendations in the Facilities Plan is recommended to prioritize the identified capital improvements.

Based on the analysis in this report, other projects can take priority over the above listed improvements. By accepting the option of modifying the existing HSW acceptance program to that which eliminates the need for conversion of Digester D6 to a primary digester and reduces the cost for the high strength waste system improvements to those that relate only to the receiving improvements, can result in a cost savings of approximately \$1,200,000.

7. Conclusions

The conclusions of this evaluation are:

1. Elimination of the receipt of high strength waste has the lowest Net Present Value for the identified 10 year period based on the assumptions and performance criteria derived from the historical data.
2. Elimination of the receipt of high strength waste may result in underutilization of several pieces of major equipment.
3. Digester gas utilization may be further optimized. Analysis based on current electrical and natural gas costs may result in more cost-effective gas utilization. For example, it may make economic sense to add additional CHP capacity so that all of the digester gas produced is used for electrical production. It may also be desirable to evaluate future use of a dual fueling option with natural gas to generate electricity. The natural gas could be blended to keep the microturbines operating at the peak operating rate and be used to "fill in the valleys" with respect to gas production.
4. Large capital cost items have the greatest impact on the net present value analysis. Identification of lower cost alternatives may result in improved savings by acceptance of HSW.
5. Newer larger screw presses are planned for the site which is expected to improve dewaterability. The impact of dewatering in terms of total dewatered cake solids and polymer consumption have a large impact on the economics of this system operation. It should also be noted that there is ongoing research and technology developments into processes that decrease polymer consumption and improve dewatered solids concentrations. These developments could be of interest to Sheboygan if polymer consumption remains high and dewatered solids remain below the targeted value of 22% TS with the new screw presses.
6. Adjusting the revenue associated tipping fees will significantly impact the net present value analysis. If the revenue from HSW receiving is increased to greater than \$0.03/gal, similar to 2011 levels, the economics of HSW co-digestion become more favorable.

8. References

"Sheboygan Regional Wastewater Treatment Facility – Wastewater Treatment Facility Plan",
DRAFT, January 2017

"Wastewater Engineering", Metcalf & Eddy/AECOM, 5th Edition, 2013

Appendix A Data from Wastewater Plant

Numerous files were provided by Sheboygan to review in this analysis. The table below summarizes the files received, relevant information and how the information was used in the analysis. A few select pdf's of some of these files is provided in this appendix following the table.

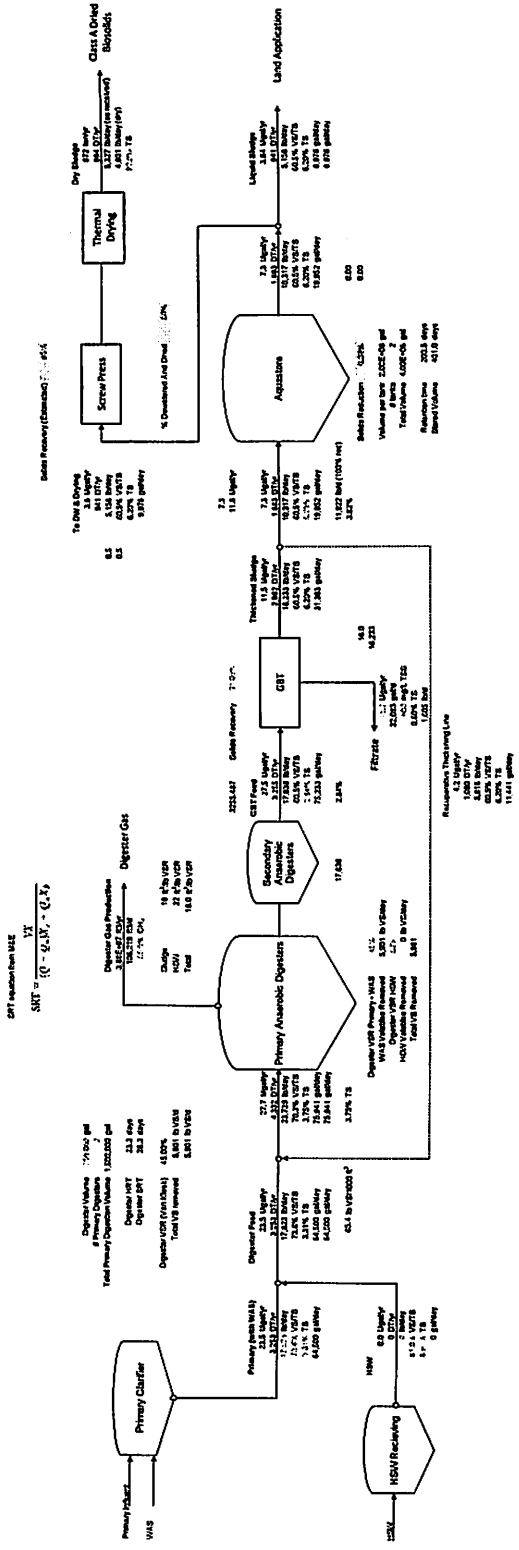
File Provided by Sheboygan	Relevant information	How it was used in the analysis
2014 to 2016 Co-Dig Eval & HSW Lab Data.zip	Included spreadsheets "co-dig eval" on sludge and HSW loading, concentration, VS contents, digester gas production and use, electrical production and use for years 2014 to 2016. Also included lab data on HSW "HSW Lab Data Report".	Loading data was used to set the historical mass loading and to develop mass balances for the facility using annual average loadings. The information for digester gas usage allowed the proportions of gas split to be determined on an annual basis.
2014 to 2016 Sludge Analysis.zip	Included spreadsheet on the "dried biosolids analysis" for 2015 and 2016 and on the "liquid sludge analysis" for 2014 to 2016. Information mainly included concentrations of metals, nutrients, solids and pathogens.	Provides total solids data for thickened and dried biosolids.
2014 to 2016 Biosolids Loadout.zip	Included spreadsheets on the "dried biosolids loadout" for 2014 to 2016 which included the mass of dried sludge hauled offsite and "land application" for 2014 to 2016 which included the volume of digested thickened solids that were hauled and land applied offsite.	Used for validation in mass balance and to better understand the flow split for thickened sludge land application and dewatering / drying.
2014-2016 Receiving Stations.zip	Included spreadsheets for the "Receiving Station" for wastes received onsite and feed to the headworks.	Not used in this analysis.

Sheboygan WWTP Energy Charges 2014 – 2016.xls	Summarizes monthly and annual electricity consumption for all of Sheboygan's facility.	Used to determine total plant electricity consumption and ratio of electricity produced onsite to total electrical consumption.
HauledWasteRates 2014-2016	Unit cost tipping fees for the HSW received onsite.	Not directly used in the analysis
Copy of WWTP 12 month Avg cost per KWH 2007 – 2016.xlsx	Provides historical electrical unit costs (\$/kWh)	Used for electrical unit cost assumptions.
Copy of WWTP KWH-summary DHB.xlsx	Provides the electrical consumption and total costs for electricity consumption at Sheboygan's facilities.	Used to determine total plant electricity consumption and ratio of electricity produced onsite to total electrical consumption.
Copy of WWTP THRMS-summary DHB.xlsx	Provides natural gas consumption (in Therms) and natural gas costs.	Used to calibrate heat balance to determine how much import natural gas was needed. Also used to estimate unit costs for natural gas (\$/therm).
Copy of Wastewater_2008_2016 DHB.xlsx	Provides O&M costs for Sheboygan's facilities.	Not directly used in analysis.
HSW go or no go.xls (2 versions provided)	Provides O&M costs for the existing microturbines.	Used the more detailed version for the O&M estimates in the operating and lifecycle cost analysis.
HSW Analysis 2013-2015.xlsx	Provides some data on HSW characterization.	Not directly use in this analysis.
Sheb BTU-Digester Gas 2014-2016	Provides daily heat outputs (in BTU) from the 30 kW microturbines, 200 kW microturbines and digester gas boiler.	Used to establish baseline for energy inputs into the plant heating loop.
Polymer Cost 2014-2016.xlsx	Provides annual polymer consumption and costs for 2014 to 2016.	Not directly used in analysis since polymer unit consumption ratios (lb sludge per DT active polymer dosage) and unit polymer costs were provided separately.

High Strength Waste 2010-2016.xlsx	Provides the breakdown by volume and cost for HSW received at Sheboygan.	Used to develop current average HSW receiving fee and to understand the ratio of HSW sources.
Dryer PM 2015-2017 Steve Corrected 170316.xls	Provides corrected electrical consumption records for the dewatering and drying building.	Used to estimate dryer electrical energy consumption factor (kW/lb H ₂ O evap).

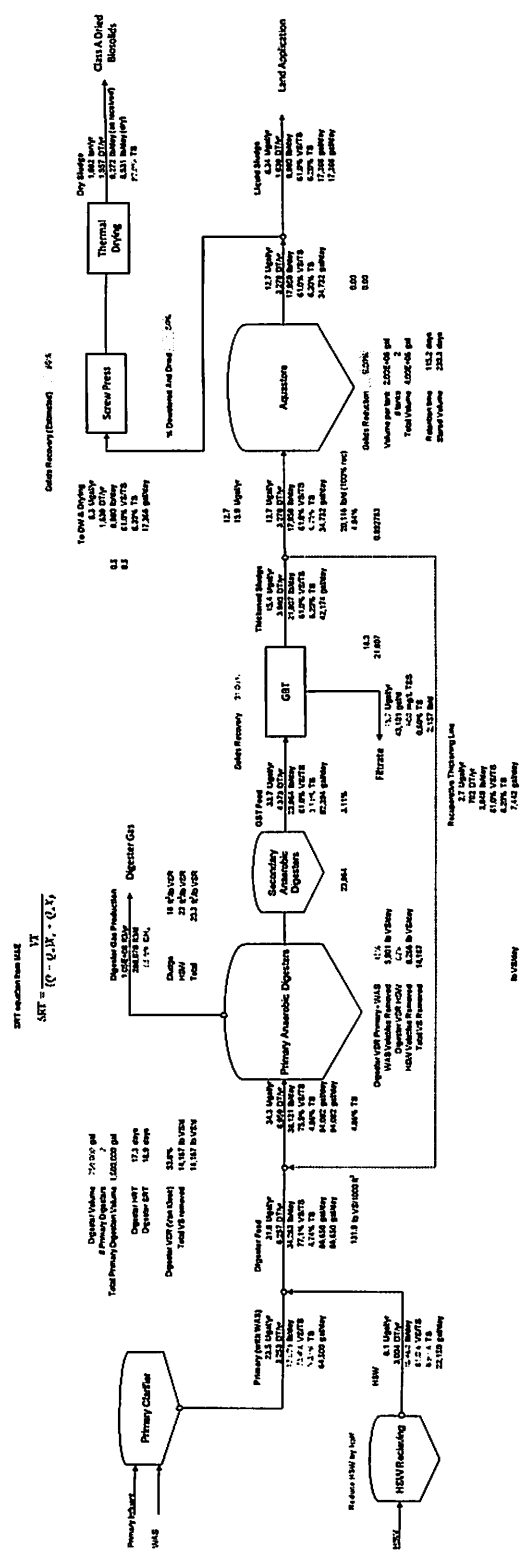
Appendix B Data Analysis

		Baseline HSW Receiving	Eliminate HSW Receiving	Cost Effective HSW Receiving	Units		
Primary + WAS	Mass Load	17,800	17,800	17,800	lb/d		
	Volatile Solids	74%	74%	74%	VS/TS		
	Total Solids	3.3%	3.3%	3.3%	TS		
	Volumetric Loading	64,400	64,400	64,400	gpd		
HSW	Mass Load	32,900		16,450	lb/d		
	Volatile Solids	81%		81%	VS/TS		
	Total Solids	8.9%		8.9%	TS		
	Volumetric Loading	44,300		22,100	gpd		
Digester Feed	Mass Load	50,700	17,800	34,250	lb/d		
	Volatile Solids	78%	74%	77%	VS/TS		
	Total Solids	5.6%	3.3%	4.7%	TS		
	Volumetric Loading	108,700	64,400	86,600	gpd		
Digester Performance	Primary +WAS VSR	45%	45%	45%			
	Primary +WAS Gas Production	18	18	18	n ³ /lb VSR		
	HSW VSR	62%	62%	62%			
	HSW Gas Production	22	22	22	n ³ /lb VSR		
	Total Volatiles Removed	22,420	5,680	14,150	lb VS/d		
	Total VSR	56%	45%	54%			
	Total Gas Production	470,000	108,000	288,000	n ³ /day		
	Mass to Thickener	30,100	17,800	24,000	lb/d	Accounts for recuperative thickening	
	Thickened Solids	6.2%	6.2%	6.2%	TS	Based on Historical Records	
	Thickening Capture Rate	91%	91%	91%			
Thickening	Polymer Consumption	4.4	4.4	4.4	lb/DT active		
	Active Polymer Consumption	86.2	39.2	52.8	lb/d		
	Mass Load	25,600	10,300	18,000	lb/d	Accounts for recuperative thickening and 91% recovery	
	Volatile Solids	81%	81%	81%			
Digested Sludge to Aquestore	Volumetric Loading	48,900	19,900	34,800	gpd		
	Aquestore Volume	4	4	4	million gal		
	Storage Days	81	201	115	days		
	Amount to Dewatering/Drying	50%	50%	50%			
Sludge to Dewatering and Drying	To Dewatering	12,800	5,200	9,000	lb/d		
	To Dewatering	2,300	900	1,600	DT/yr		
	Dewatered Solids	22%	22%	22%		Target with new screw press	
	Dewatering Capture Rate	95%	95%	95%			
	Polymer Consumption	38	38	38	lb/DT active		
	Active Polymer Consumption	43.7	17.1	30.4	lb/d		
	Dry Solid Content	92%	92%	92%			
	Evaporative Load	7,600	3,000	5,300	ton H2O/yr		
	Energy	Energy Content in Biogas	943,500	212,800	578,200	Therms/yr	
		Electricity from 200 kW MT	8400	3600	8400	kWh/d	2.414 kWh/Wh conversion
200 kW Electrical Efficiency		28%	28%	28%			
Gas to 200 kW MT e		373,600	160,200	373,600	Therms/yr		
% of Total Biogas to 200 kW M		39.6%	75.3%	64.6%			
Electricity from 30 kW MT		6500		1200	kWh/d		
30 kW Electrical Efficiency		21%		21%			
Gas to 30 kW MTs		326,400		71,200	Therms/yr		
% of Total Biogas to 30 kW MT		34.6%		12.3%			
Total Biogas to MTs		74.2%	75.3%	77.0%			
Sludge Boiler		160,000	34,200	85,400	Therms/yr		
Sludge Boiler Efficiency		80.0%	80.0%	80.0%			
Gas to Boiler		200,000	42,800	106,700	Therms/yr		
Gas Flared		43,300	8,800	26,500	Therms/yr		
% Gas Flared		5%	5%	5%			
Energy Input	Energy Input Baseline	275,000	275,000	275,000	Therms/yr		
	Digester Heating Savings		-40,400	-20,200	Therms/yr	Savings from not heating HSW	
	Dryer Heating Savings		-128,800	-64,400	Therms/yr		
	Total Energy Input	275,000	106,800	160,400	Therms/yr		
Heat Efficiency	200 MT Heat Efficiency	6.5%	6.5%	6.5%		Based on Plant Records	
	30 MT Heat Efficiency	6.2%	6.2%	6.2%		Based on Plant Records	
Heat	Heat from 200 kW MTs	24,300	10,400	24,300	Therms/yr		
	Heat from 30 kW MTs	20,200	0	4,400	Therms/yr		
	Heat from Sludge Boiler	160,000	34,200	85,400	Therms/yr		
	Digester Boiler Input	70,500	81,200	76,300	Therms/yr		
	Digester Boiler Efficiency	85%	85%	85%			
	Natural Gas Input	82,900	72,000	89,600	Therms/yr		



From Data from Down
 • Recuperative Thickening: The total annual volume of water removed via recuperative thickening is below.
 o 2014 18.0MAG
 o 2015 22.65MAG
 o 2016 18.61MAG

Assumptions: (1) Cost Effective: Reduce HSW to avoid more digester; (2) Mass Balance at Average Conditions



From: *Environmental Engineering*, 10th Edition, Wastewater Engineering, Volume 2, by M. C. Healy and W. E. Gherini, McGraw-Hill, 2009.

- Recuperative Thickening: The total annual volume of water removed via recuperative thickening is below.
- o 2014: 18,046 MG
- o 2015: 22,631 MG
- o 2016: 18,614 MG

Appendix C Cost Model

**Appendix C
Cost Model**

Process Impacts	Baseline Alternative			Eliminate HSW Alternative			Refined HSW Receiving Alternative		
		44,300 gal/day	470,000 CF/d	0 gal/day	106,000 CF/d	22,100 gal/day	288,000 CF/d		
HSW Load	50%			45%			54%		
Digester USA and Digester Gas Production	8400	kWh/d		3600	kWh/d		8400	kWh/d	
200 kW Microturbine Electrical Production	5500	kWh/d					1200	kWh/d	
10 kW Microturbine Electrical Production	1.3	MMBtu/h	Sludge & HSW	0.8	MMBtu/h	Sludge Only	1.1	MMBtu/h	Sludge & HSW
Digester Heating Requirements	20.7	kWh/Mgal	Est. from other projects	20.7	kWh/Mgal	Est. from other projects	20.7	kWh/Mgal	Est. from other projects
Digester Electrical Requirement	0.75	Mgal		0.75	Mgal		0.75	Mgal	
Digester Volume per Digester	4			3			3		
Active Digesters in Service	82,900	Therms/yr		72,000	Therms/yr		89,800	Therms/yr	
Natural Gas Used	30,100	lb/d	w/ recup thickening	17,800	lb/d	w/ recup thickening	24,500	lb/d	w/ recup thickening
Solids to Thickening	1.0	lb/DI	estimated	1.0	lb/DI	estimated	1.0	lb/DI	estimated
Thickening Energy Consumption	4.4	lb/DI active	44% Active	4.4	lb/DI active	44% Active	4.4	lb/DI active	44% Active
Polymer Required for Thickening	50,000	gpd		20,000	gpd		35,000	gpd	
Solids to Aquastore	4 Mgal		80 D days	4 Mgal		200.0 days	4 Mgal		114.3 days
Aquastore Tank Capacity	50%			50%			50%		
Solids to LA vs. Dewatering & Drying	12,800	lb/d		5,300	lb/d		9,000	lb/d	
Solids to Dewatering & Drying	38.0	lb/DI active	44% Active	38.0	lb/DI active	44% Active	38.0	lb/DI active	44% Active
Polymer Required for Dewatering	10.0	kWh/DI	Huber Factor	10.0	kWh/DI	Huber Factor	10.0	kWh/DI	Huber Factor
Dewatering Energy Consumption	22%			22%			22%		
Dewatered Total Solids	92%			92%			92%		
Dry Total Solids	7,600	ton/yr		3,000	ton/yr		5,300	ton/yr	
Evaporative Load	0.037	kWh/lb H2O evap	Est. from Historical Data	0.037	kWh/lb H2O evap	Est. from Historical Data	0.037	kWh/lb H2O evap	Est. from Historical Data
Dryer Electrical Energy Efficiency	25,000	gpd		10,000	gpd		17,500	gpd	
Class B liquid biosolids to land application	2,412	ton/yr		980	ton/yr		1,696	ton/yr	
Class A Biosolids beneficially used									

Cost Impacts	Baseline Alternative			Eliminate HSW Alternative			Refined HSW Receiving Alternative		
	Capital Costs	Annual O&M Expenses		Capital Costs	Annual O&M Expenses		Capital Costs	Annual O&M Expenses	
		hr/wk	\$/year		hr/wk	\$/year		hr/wk	\$/year
Receiving Station	\$1,800,000			\$0			\$1,800,000		
Operating Labor Expenses		7	\$15,142		0	\$0		7	\$15,142
Maintenance Labor Expenses		1	\$2,163		0	\$0		1	\$2,163
Electrical Expenses									
Digester Upgrades	\$1,600,000			\$430,000			\$430,000		
Operating Labor Expenses			\$0			\$0			\$0
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$54,400			\$40,800			\$40,800
Thickening	\$0			\$0			\$0		
Operating Labor Expenses		7	\$15,142		4.1	\$8,955		5.6	\$12,074
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$549			\$325			\$438
Polymer			\$44,451			\$26,287			\$35,443
Microturbines	\$1,000,000			\$0			\$200,000		
Total Expenses			\$47,748			\$47,748			\$47,748
Oil & Media - 30kW			\$10,092						\$2,058
Maintenance Labor Expenses - 30kW		3	\$6,573						\$1,315
Oil & Media - 200kW			\$9,426			\$9,426			\$9,426
Maintenance Labor Expenses - 200kW		3	\$5,450		3	\$5,450		3	\$5,450
Electrical Production (negative cost)			(\$907,310)			(\$181,400)			(\$336,400)
Natural Gas Requirements			\$37,305			\$32,400			\$40,410
Sludge Dewatering	\$0			\$0			\$0		
Operating Labor Expenses		7	\$15,142		7.8	\$6,152		4.9	\$10,647
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$2,336			\$949			\$1,643
Polymer			\$163,251			\$66,321			\$114,786
Sludge Drying	\$0			\$0			\$0		
Operating Labor Expenses		10.5	\$23,714		4.3	\$9,227		7.4	\$15,971
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$56,240			\$22,200			\$39,230
HSW Tipping Fee Revenue (negative cost)			(\$48,509)			\$0			(\$24,200)
Class B Liquid Land Application Expense			\$273,750			\$108,500			\$191,625
Class A Dried Biosolids Application Revenue			(\$24,122)			(\$9,799)			(\$16,961)
TOTAL	\$4,400,000	38	\$201,895	\$430,000	14	\$244,539	\$2,430,000	28	\$194,757
Net Present Value	\$4,400,000		\$1,637,547	\$430,000		\$1,983,430	\$2,430,000		\$1,579,657
Total Net Present Value (capital & operating)			\$6,037,547			\$2,413,430			\$4,009,657

Cost Model Common Inputs

Life of projects (years)	10	
Interest Rate (as decimal)	0.04	
Net Present Value Factor for Annual Costs	8.1109	
Electrical cost (\$/wh-hr)	\$0.10	Based on 2016 plant records
Natural gas cost (\$/therm)	\$0.45	Based on 2016 plant records
Polymer cost (\$/lb)	\$0.80	Per Sharon 03-23-17
Labor cost (\$/hr)	\$42	Per Sharon 02-27-17, raw labor is \$26/hr. 60% added in to cover benefits.
HSW tipping fee revenue (\$/gal)	\$0.0030	
Liquid land application cost (\$/gal)	\$0.03	per Sharon 02-27-17 email
Dried biosolids application revenue (\$/dry ton)	\$10	per Sharon 02-27-17 email, revenue starts in 3rd year

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 7, 2017.

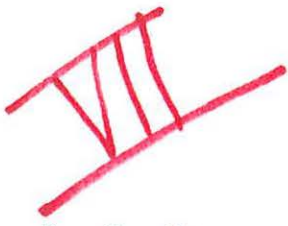
Your Committee to whom was referred, pursuant to R. O. No. 84-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends denying Beverage Operator's License #0140 based upon his ineligibility for a license and his failure to cooperate with the committee.

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



R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 7, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 84-17-18 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 #5705 based upon his ineligibility for a license and his failure to cooperate with the committee.

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

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. August 7, 2017.

Your Committee to whom was referred Res. 48-17-18 by Alderperson Bohren authorizing establishing an appropriation in the 2017 Budget for TIF 16 Development incentive; recommends the Resolution be passed.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Other Matters

9.4

Res. No. 48 - 17 - 18. By Alderperson Bohren.
July 17, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for TIF 16 Development incentive.

Establish appropriation for additional development incentive in TID 16 funded through a State Trust Fund Loan.

FROM	TO	AMOUNT
TIF 16 State Trust Fund Loan 42615100-493502	TIF 16 Development Incentive 42661100-530212	\$400,000

Finance approve

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

IV

5.1 / 8.1

Res. No. 42-17-18. By Alderperson Wolf. July 3, 2017.

A RESOLUTION authorizing accepting a grant from the Sheboygan County in the amount of \$6,925 to be used towards the ADA kayak/canoe launch facility at Kiwanis Park.

BE IT RESOLVED: That the Mayor be authorized to sign all documents necessary to executing a grant agreement with the Fund for Lake Michigan.

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



Sheboygan County
Planning & Conservation Department

Administration Building

508 New York Avenue

Sheboygan, WI 53081-4126

P: (920) 459-3060

P: (920) 459-1370

F: (920) 459-1371

E: plancon@sheboygancounty.com

Director

Aaron C. Brault

June 19, 2017

City of Sheboygan
Attn: Chad Pelishek
828 Center Avenue
Sheboygan, WI 53081

RE: 2017 Sheboygan County Stewardship Fund Grant Award for City of Sheboygan

Dear Mr. Pelishek:

Congratulations! I am pleased to inform you that the City of Sheboygan has been awarded funding in the amount of \$6,925 from the Sheboygan County Stewardship Fund. All of the items on your budget worksheet are eligible for reimbursement, with the exception of those associated with the asphalt parking and the Contingency/Misc item.

Enclosed you will find two (2) copies of the Stewardship Grant Agreement. Please have both copies signed by the appropriate representative at the City of Sheboygan and return one copy to the Sheboygan County Planning & Conservation Department. Upon receipt, we will process a request through our Finance Department for the initial payment of \$3,462.50. You should receive a check from the Sheboygan County Treasurer within two (2) weeks of returning the signed agreement.

Please be sure to read the agreement thoroughly. In order for you to receive final reimbursement, the Department must receive receipts indicating which items or services were charged to the Stewardship grant. Also, after the project is completed, you must arrange a walk-thru with Department staff as a brief evaluation. At that time, we will also provide you with the signage you are required to post for one year.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Stewart".

Emily Stewart
Associate Planner

Enc.



STEWARDSHIP GRANT AGREEMENT



SPONSOR:	Sheboygan County
APPLICANT:	City of Sheboygan
PROJECT SCOPE AND DESCRIPTION OF PROJECT:	Project Development: Kiwanis Park ADA canoe/kayak launch
PERIOD COVERED BY THIS AGREEMENT:	June 30 th , 2017 – June 30 th , 2018

PROJECT COSTS

Total Cost:	\$6,925
Paid at Execution of Agreement:	\$3,462.50
Paid by Project Completion Date:	\$3,462.50

The persons signing for the Sponsor represent both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

 (Grantee)

By: _____
 (Signature)

 (Printed name)

 (Title)

 (Date)

Sheboygan County
 (Sponsor)

By: _____
 (Signature)

 (Printed name)

 (Title)

 (Date)

Be sure to read and understand the information on the accompanying page as some changes have been made. Please retain invoices and/or receipts to be submitted to the Department to in order to receive payment.

1. Sheboygan County, through its Planning and Conservation Department (Department) and the Grantee mutually agree to perform this agreement in accordance with the Sheboygan County Stewardship Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, maps, and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Applicant herein, to obligate to the Applicant the amount of \$6,925 and to tender to Applicant that obligation. However, if the actual project cost is less than \$6,925, the grant payment shall be limited to the actual project cost. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this Agreement.
3. The Applicant agrees to comply with all applicable Wisconsin Statutes, Wisconsin Administrative codes, and Ordinances and rules of the Sheboygan County Board in fulfilling terms of this Agreement
4. The Department agrees that the Applicant shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the Agreement. The Department takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the Applicant or the Applicant's employees or agents. The Applicant is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Applicant's employees or agents.
5. This Agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement or other written documentation, signed by both parties, prior to the termination date of the Agreement. Time extensions and scope changes to the Agreement may be granted to the Applicant by the Department in writing without the requirements of Applicant signature.
6. The Applicant may rescind this Agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Failure by the Applicant to comply with the terms of this Agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Planning Director, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the Department's discretion.
8. The Applicant agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Applicant fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the Applicant fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Agreement may be terminated, including further project cost payment.
9. The Applicant agrees to save, keep harmless, defend, and indemnify the Department and all its officers, employees, and agents against any kind and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Agreement or omissions of Applicant's employees, agents, or representatives.
10. In connection with the performance of work under this Agreement, the Applicant agrees not to discriminate against any employee or applicant for employment nor against any person who may subsequently use the project because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, arrest or conviction record, or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; selection for training, including apprenticeship, and in the subsequent use and enjoyment of the project.
11. Applicant shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Department and its duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement by the Applicant. Copies of invoices and/or receipts for specific items or services purchased will be required for reimbursement; for acquisition projects, a copy of the deed must also be submitted. The Applicant shall retain all documents applicable to the Agreement for a period of not less than two (2) years after the final payment is made, or longer where required by law.
12. The Department reserves the right to cancel this Agreement in whole or in part without penalty due to nonappropriation of funds by the Sheboygan County Board.
13. Applicant agrees to post a minimum of one Sheboygan County Stewardship Fund Grant sign, provided by the Department, at the project site for a minimum of one year after acquisition has been finalized or the project development process has been completed.



STEWARDSHIP GRANT AGREEMENT



SPONSOR:	Sheboygan County
APPLICANT:	City of Sheboygan
PROJECT SCOPE AND DESCRIPTION OF PROJECT:	Project Development: Kiwanis Park ADA canoe/kayak launch
PERIOD COVERED BY THIS AGREEMENT:	June 30 th , 2017 – June 30 th , 2018

PROJECT COSTS

Total Cost:	\$6,925
Paid at Execution of Agreement:	\$3,462.50
Paid by Project Completion Date:	\$3,462.50

The persons signing for the Sponsor represent both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

(Grantee)

Sheboygan County

(Sponsor)

By: _____
(Signature)

By: _____
(Signature)

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Date)

Be sure to read and understand the information on the accompanying page as some changes have been made. Please retain invoices and/or receipts to be submitted to the Department to in order to receive payment.

1. Sheboygan County, through its Planning and Conservation Department (Department) and the Grantee mutually agree to perform this agreement in accordance with the Sheboygan County Stewardship Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, maps, and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Applicant herein, to obligate to the Applicant the amount of \$6,925 and to tender to Applicant that obligation. However, if the actual project cost is less than \$6,925, the grant payment shall be limited to the actual project cost. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this Agreement.
3. The Applicant agrees to comply with all applicable Wisconsin Statutes, Wisconsin Administrative codes, and Ordinances and rules of the Sheboygan County Board in fulfilling terms of this Agreement
4. The Department agrees that the Applicant shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the Agreement. The Department takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the Applicant or the Applicant's employees or agents. The Applicant is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Applicant's employees or agents.
5. This Agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement or other written documentation, signed by both parties, prior to the termination date of the Agreement. Time extensions and scope changes to the Agreement may be granted to the Applicant by the Department in writing without the requirements of Applicant signature.
6. The Applicant may rescind this Agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Failure by the Applicant to comply with the terms of this Agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Planning Director, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the Department's discretion.
8. The Applicant agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Applicant fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the Applicant fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Agreement may be terminated, including further project cost payment.
9. The Applicant agrees to save, keep harmless, defend, and indemnify the Department and all its officers, employees, and agents against any kind and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Agreement or omissions of Applicant's employees, agents, or representatives.
10. In connection with the performance of work under this Agreement, the Applicant agrees not to discriminate against any employee or applicant for employment nor against any person who may subsequently use the project because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, arrest or conviction record, or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; selection for training, including apprenticeship, and in the subsequent use and enjoyment of the project.
11. Applicant shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Department and its duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement by the Applicant. Copies of invoices and/or receipts for specific items or services purchased will be required for reimbursement; for acquisition projects, a copy of the deed must also be submitted. The Applicant shall retain all documents applicable to the Agreement for a period of not less than two (2) years after the final payment is made, or longer where required by law.
12. The Department reserves the right to cancel this Agreement in whole or in part without penalty due to nonappropriation of funds by the Sheboygan County Board.
13. Applicant agrees to post a minimum of one Sheboygan County Stewardship Fund Grant sign, provided by the Department, at the project site for a minimum of one year after acquisition has been finalized or the project development process has been completed.

~~IX~~

7.1

Gen. Ord. No. 10 - 17 - 18. By Alderpersons Holzschuh, Donohue,
Lewandoske and Rindfleisch. July 17, 2017.

AN ORDINANCE permitting horses in the downtown area and providing for prompt cleanup of manure.

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

Section 1. Section 18-13 of the Municipal Code entitled "Horses in Plaza 8" is hereby repealed.

Section 2. Section 66-8 of the Municipal Code entitled "Exposure of unwholesome matter" is hereby repealed and recreated so as to read as follows:

"Sec. 66-8. *Exposure of unwholesome matter.*

- (a) Upon any private or public property, street, gutter, sidewalk, alley or in any stream or lake in or bordering on the city, no person shall place, throw or leave any slop, dirty water or other liquid of offensive smell or that is otherwise noxious or unwholesome; any dead carcass, carrion, meat, fish, entrails, manure, or any dead filth; straw or other rubbish; or any ashes, garbage, dirt or refuse of any kind or description.
- (b) Notwithstanding the provisions of this ordinance, no person shall be cited for violation of this ordinance with regard to manure from horses engaged in transport on the streets of the City so long as the person provides for the removal of all manure as soon as reasonably possible and no less than once per hour, and makes provision to ensure that no manure is permitted to enter any storm sewers.
- (c) Any person or business engaged in the use of horses in transport on the streets of the City found to be in violation of this ordinance, may, in addition to any other penalty provided, be required, as a condition of continued use of the streets by horses, to have a properly fitted collection device securely in place on all horses while such animals are on the street."

Lies over



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.

Susan J. Holzschuh
Scott Lumbke

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

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

II

Other Matters

8.2

R. O. No. _____ - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

Law & Lic.

City Clerk

CHANGE OF AGENT

Daniel E. Duncan is replacing Kevin C. Herrmann as agent effective immediately for Pick 'N Save #6432 located at 1317 N. 25th St.

Diane Reynold as agent for Kwik Trip 780 located at 2622 S. Business Dr.

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights Two	434 Pennsylvania Ave. - Permanent change of address to include the entire fenced in lot including the building and the area west of the building bounded by rope style fencing.

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street - Two day event to be held September 15 & 16, 2017 to include the entire 8 th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its Southern end. The parking lot is on 8 th Street and starts at the Southern edge of the building located at 1122 N. 8 th (the Gaming Generations business). This is a space of approximately 110 ft by 45 ft. On the Southern end is the alley way that intersects with 8 th and 9 th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from the 8 th Street entrance to approximately 130 ft. West for use of the event.

2805 Blue Harbor Resort

725 Blue Harbor Dr.- One day event
to be held August 26, 2017 to include
lawn outside the Northeast end of
Conference Center (formerly Latitude).
One day event to be held September 9,
2017 to include lawn outside the
Northeast end of Conference Center
(formerly Latitude).

No. Name

Address

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

3271 Limelight Pub 1702 S. 17th St.

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

No. Name

Address

0943	Anderson, Jacinta D.	3508B Eisner Ct.
1809	Bitter, Kennedy F.	N3328 E. County Rd. A, Sheb. Falls
1806	Botzau, Chynna L.	1401 S. 9 th St.
1785	Cerney, Sammantha J.	2552 Calumet Dr.
8213	Dern, Kathy M.	2613 N. 10 th St.
1811	Dornbrook, Jason R.	242 North St. Apt. A, Plymouth
1793	Dufek, Riccardo A.	718 Broadway Ave.
7323	Fale, William R.	412 Park Ave.
1535	Hou-seye, Job E.	1402 N. 26 th St. Apt. 7
1773	Houts, Tim P.	826 Bell Ave.
1799	Klaus, Alex M.	10020 W. Fountain Ave. #1809, Milwaukee
0125	Laganowski, Josh D.	1215 Center Ave., Oostburg
1786	Larsen, Mitchel J.	1236 Carmen Ave.
4939	Lubach, Nancy K.	3924 Country Place Apt A
9466	Luenzmann, Daniel S.	223 Lincoln Ave.
1794	Mills, Sandra L.	1608 Indiana Ave.
1778	Muniizzi, James P.	2405 David Ave.
0977	Oswehr, Eugene A.	715 Spring Ave.
1777	Peaine, Bonnie J.	728A Superior Ave.
9849	Prucha, Mark J.	617 N. 14 th St.
5217	Rishel, Kendall A.	1911 N. 12 th St.
1792	Roethel, Ashley E.	112 West Court St., Kiel
9881	Rose, Denise K.	2725 Michigan Ave.
1791	Stefancin, Bryan A.	305 Wisconsin Ave.
9538	Stuefen, Ty A.	530 Park Ave.
1790	Theune, Nathan L.	2710 S. Savannah CIR #D
1805	Turner, Jennifer R.	824 Ashland Ave.
1787	Vandyke, Steve D.	1607 North Ave.
0742	Walker, Nicholas C.	1416 N. 28 th St.

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

No. Name

Address

1783 De Fere, Teresa M.
1771 De Gamez, Griselda R.
1779 Jackson, Lawrence E.
1780 McFate, Frederick C.
1776 Washington, Tommy D.

1612 Falcon Way, Sheb. Falls
1418 Geele Ave.
3519 Saemann Ave #3
1010 Kentucky Ave.
1524 Bell Ave.

III

Other Matters

8.2

Res. No. _____ - 17 - 18. By Alderperson Trester. August 7, 2017.

A RESOLUTION changing the name of the North Flats Neighborhood to Maple Heights Neighborhood.

WHEREAS, the North Flats Board has been discussing a name change for a number of meetings and feels Maple Heights Neighborhood better represents the neighborhood with an abundance of maple trees; and

WHEREAS, North Flats was an original name chosen by the Sheboygan Police Department when community policing began in the city.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan Common Council accepts the name change and directs the Sheboygan Police Department to update their community policing district to reflect the new name.

Liesover

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

8.3

R. O. No. - 17 - 18. By BOARD OF CONTRACTORS EXAMINERS.
August 7, 2017.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

- | | | |
|------|--|----------------------|
| 2305 | Stanley Balma
1608 Kentucky Ave
Sheboygan, WI 53081-5116 | Carpenter Contractor |
| 2741 | Craig Wakefield
2826 Erie Ave
Sheboygan, WI 53081-3630 | Carpenter Contractor |
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Lis over