

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

**II**

R. O. No. 85- 17 - 18. By CITY CLERK. July 3, 2017.

Submitting a communication from Roger Miller, Town of Wilson Plan Commission Chairperson, regarding the Kohler Co. Annexation Petition in the Town of Wilson.

*Lies over*

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

IV

City of Sheboygan Common Council  
828 Center Avenue  
Sheboygan, WI 53081

June 30, 2017

**Subject: Kohler Company Annexation Petition in Town of Wilson**

Dear Common Council:

The City and the Town of Wilson have historically refrained from actions that would interfere with the land owner determined gradual and sensible patterns of compatible growth of both the City's south side and the Town. We have left annexation decisions up to the owners and their developers as they exercised unanimous consent petitions. While this naturally results in some irregularity in evolving boundaries, it avoids contention. And we have maintained effective cooperation with the City Department of Public Works (DPW) to efficiently coordinate services to homes in our municipal border transition zone.

In contrast, Kohler has just recently petitioned to annex an equal amount of land that it does not own in the Town of Wilson along with its 247 acres of forest that's located about a mile from the City using a method that is bound to be fraught with contention. Aside from Kohler interests, it only required the signatures of just four renters residing in two houses that Kohler Company recently purchased for this purpose, and a single home owner, to form a narrow, gerrymandered connection string to the City boundary that's about a mile in length. That string includes a large proportion of property owned by people that did not sign the petition. Because a large part of the state park is also included in the annexation zone is represented by petitioners. And none of the land involved in the petition has any need for any municipal services, just as the petitioner's proposed land use requires no municipal services.

While this may at first glance appear to be an unprecedented "opportunity" for the City to "expand its tax base", this type of annexation is not popular. So it's rarely attempted. It forces annexation against the will of some of the land owners and is ripe for valid legal challenge from a number of parties.

You've noticed in this instance that the process is being rushed by the City ahead of analysis of any type. Enthusiasm alone isn't a sound basis for financial decisions. Understanding some facts beyond the opinions that you've been provided by City staff and some business interests may help you to cast a more informed vote on this matter.

This letter summarizes a small measure of pertinent information in addition to what we have previously provided to you. We couldn't provide the information in this letter any earlier than now because the full extent of the municipal water system expansion plan was first introduced to the public during your June 19 Council meeting. To put that proposal in a local perspective, let's for a moment consider the patterns and rates of land development on the south side of the City.

#### **Contemporary Trends in City of Sheboygan South Side Growth**

The City-Town boundary at the lake shore has not moved since well before WWII, where it divides the electrical generating station from its adjacent coal yards and ash separation site. So the entire Black River neighborhood to the south, of which the original subdivisions were platted in the 1920's, were at that time located a couple miles from the City. And they have ever since remained in the township. The

Black River neighborhood consists of forested residential area and natural conservancies that extend south 2 ½ miles to the state park. Because this northeastern portion of the Town is already developed to the extent appropriate for the characteristics of the land, and its town provided services have been in place for many decades, residents there have no present or future need to fold into the city. They also desire to maintain the natural quality of that neighborhood. It is NOT of urban character! The proposed annexation would separate them from the rest of the township.

**Along the city's west edge that's bounded by I-43 and the Village of Kohler, municipal expansion southward has progressed about a mile every 25 years to provide for industrial and commercial development. About half of the land in between the east and west areas consists predominantly of single family residences in the town that developed at an intermediate rate of municipal boundary expansion that's averaged about a mile every 40 years. The other half still remains agricultural, or is wetland or flood plain. Attempting to greatly accelerate municipal boundary expansion through the proposed extensions of the municipal water distribution system penetrating deep into the township, in conjunction with the recently conceived annexation scheme, is neither practical nor economic.**

Within the last several weeks the City has proposed to construct a water main south along S 12<sup>th</sup> Street extending 1.8 miles into the Town on the condition that Kohler Company pay for it, even though Kohler had planned and has verified the efficacy of installing a high capacity water well for proposed golf course irrigation. This is a concession that Kohler has made to entice the City to adopt its gerrymandered annexation petition. A water well would be a small fraction of the cost of this water main extension.

During the June 19 Council meeting , the City Administrator announced that this line would then turn west to run along CTH "V", presumably to the vicinity of S Business Drive, include a water tower, then turn north to form a "loop". Payment for that is not included in your Pre-Annexation Agreement. This proposed water main extension would surround several square miles of the Town located west of the 500 acres comprising the "balloon" (Kohler parcel plus state park land) of the presently proposed annexation. We suggest that you request from the Administrator a drawing of this proposed water main "loop".

The City strategy is to form a noose around the Town's neck for successive annexations. While this scheme for aggressive annexation would face many complications and impracticalities that the City has apparently not yet had time to consider, the rest of this letter addresses only some aspects of water supply.

### **Water Distribution System Economics**

Construction cost of this proposed expansion of the municipal water supply system into the Town, in combination with the necessary water lines in new streets for new homes on land the City hopes to next annex, will likely cost somewhere in the range of \$6 ½ to \$7 ½ million. Because about half of the land area to be surrounded by the loop is already fully developed as medium to low density residences within the township, that municipal system can potentially serve not more than half of the gross area it encircles. And because this land has a substantial amount of flood plain and wetlands, only about 1,000 to 1,200 new, medium density lots can be developed over the coming decades as the farming discontinues in this area. So the present direct cost of this water distribution infrastructure is likely to be in the range of \$6,000 to \$7,000, and potentially more, per home.

Since cost recovery of that large investment will need to come from the new water user fees as those homes come on line sometime in the future, the total amortized cost will likely be at least \$7,000 to \$9,000 for each residence in this inefficient instance. It may be more, depending on actual costs of construction and how many years it takes for the market to fully develop the area. That's likely to be 20 to 40 years. While high density development would decrease this unit cost, there is not likely much market for that in this location. In any case, **installation of infrastructure far out in front of where it's actually needed is a risky venture and commonly proves to be an economic disappointment.**

In contrast, **the most economical water supply for medium to low density housing in the Town is provided by a shared private well located between every other house** at a cost of about \$4,500 per home. No investment in this water supply is needed in advance because this cost isn't incurred until the homes are actually being built. It's half the cost, and involves none of the risk, of what is proposed by the City. **So medium to low density residential development here is most economical if public water supply is avoided.** Likewise, private wells have been the most common choice of developers in the county as opposed to shared community wells because the local bedrock aquifer is a safe water supply located beneath each house.

**The water doesn't have to be piped for miles.** It's only being proposed by the City as a tool for successive annexation attempts for the sole purpose of "increasing tax base". Do municipal tax levies decrease as cities get bigger? No, they don't. Levies typically increase with city size.

#### **Reasons for Integrated Planning**

In addition to being uneconomical and in conflict with in-place Comprehensive Plans and contrary to all concepts of sound community planning, proceeding with the scheme that is being promoted by the City will result in an extraordinarily accentuated irregular municipal boundary that will be a major challenge to serve. It also has potential for a wide range of well-founded litigation by numerous parties. There is a better alternative for the City; Cooperative Planning, which is an objective mentioned in every communities' Comprehensive Plan as is required by state law. It's also strongly encouraged by the Wisconsin Department of Administration (DOA).

When the present Town Board Chairperson (John Ehmann) came into office his offer to initiate cooperative planning in the form of a boarder agreement with the City was rejected. More recently when I ended up getting appointed to the Town's Plan Commission, I called the Mayor on the same subject with similar result but was ultimately referred to the City Administrator. While this type of planning needs to involve administration, it must be led by you.

Cooperative planning is not as difficult as you might think because that's already in place for road and sanitary services. And in the example of the City's south side, the Town and the City's General Use Maps (their names may vary) show very similar types of desired land use patterns. These maps are the legislated guide to future zoning as adopted by local ordinance. However, the SR-5 zoning proposed by the City for the Kohler property and the state park land is in violation of both the City's and Town's Comprehensive Plans. So you would need to be amending by ordinance your Comprehensive Plan in conjunction with the proposed zoning change if you approve the annexation.

Just because boundary issues north of the City have historically been contentious, they need not be to the south if **the common focus is to have the right things of the right quality in the right places at**

about the right time. And there's usually a pretty high degree of community-wide consensus about those specifics.

Relatively high density development is best served by municipality. Low density residential, natural areas, and ag land is most effectively served by township. Medium density development can be either and is most often determined by the developer. **If municipalities and towns together plan for efficient overall patterns of roads, sanitary sewers, storm water management and watersheds, parks, natural areas and wildlife corridors, there will be good choices for land owners. And costs will be minimized for all, both now and in the future, while maintaining compatible and complementary adjacent land uses that comprise the composite of a healthy and desirable community.**

This can be accomplished through appropriate exercise of intergovernmental cooperation in community planning. DOA's *Guide to Preparing the Integrated Cooperation Element of a Local Comprehensive Plan*, which is posted on DOA's website, provides some introductory information on this.

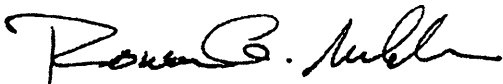
#### Summary

Absence of cooperative planning results in inefficient patterns and unnecessary costs in infrastructure, irregular borders that complicate provision of services, and haphazard patterns of incompatible land uses. Kohler's annexation petition and the City's proposed zoning are not consistent with the City's Master Plans which target very different specific areas for development and redevelopment. The proposed annexation geometry is arbitrary in order to secure just the few signatures to qualify for a contentious non-unanimous petition that has nothing to do with any service need. There is no valid basis for you to vote for this petition other than a perception of economic advantage to the City at the cost of the Town. However, because it has received so little evaluation, it appears at this point that the City does not understand it may actually cost you considerably more than it costs the Town.

What is proposed by the annexation petition and the City's intention to expand water mains deep into the Town of Wilson is not an element in your recently developed *2017-2021 Strategic Plan*. Nor are the techniques used by the City to date consistent with the *Guiding Principles* that you have outlined in it. You might consider reviewing those.

Even for the City, cooperative planning is a better alternative to hostile annexation attempts and is the message that DOA's recent letter emphasizes. It's up to you to decide which path to take. Representatives of the Town are available to answer any questions you may have on these issues at any time.

Sincerely,



Roger G. Miller, P.E.  
Town of Wilson Plan Commission Chairperson  
5935 S. Business Drive  
Sheboygan, WI 53081

II

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

Submitting a communication from Erik Thelen sharing his response to the Sheboygan Press regarding David Biebel's editorial.

reg.

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City Clerk

## **Richards, Susan**

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**From:** Erik Thelen <erikthelen@yahoo.com>  
**Sent:** Saturday, July 8, 2017 12:36 PM  
**To:** Richards, Susan  
**Subject:** Editorial on Annexation, Please Share with Council

Dear Ms. Richards:

I have written to the Sheboygan Press in response to the July 5 editorial by David Biebel. I am writing to ask that you share this email, which includes my editorial reply, with the council members.

I would also like to thank the council members for giving me an opportunity to speak at the June 19 meeting. I know you had a very full agenda, and I'm grateful that you all took the time to listen.

If you need any further information from me, please let me know by reply email and I will be glad to provide it.

Respectfully,

Erik Thelen  
Town of Wilson

The editorial I've sent to the Sheboygan Press follows:

I write to correct two misconceptions promoted by David Biebel's July 5 editorial.

The first misconception occurs when Mr. Biebel asserts that Sheboygan is "a perfect model" of David Rusk's 1993 theory that cities must annex or die. It's not.

Rusk's problem cities already exceeded 500,000 in 1950. Moreover, when Rusk's dire predictions fell through, he walked back his "annex or die" theory in a 2010 update.

Nevertheless, Mr. Biebel claims the old theory applies perfectly, and by way of proof he observes the City's population has remained stable while the Town of Sheboygan has increased its population (and tax base).

Does he suggest we annex them? No. Instead, he advocates annexing a ribbon of land that meanders through Wilson, insisting that this is not about a luxury golf course but a matter of economic survival.

The second misconception appears when Mr. Biebel writes: "Because of the annexation law requiring property owners to petition annexation, opportunities as great as the Kohler petition don't come around too often."

In fact, the petition that's caused the current fuss was signed by only five individuals, and only one of them is a property owner. The only other property owner living on the noodle of land needed for this annexation opposes the petition.

Finally, Mr. Biebel fails to point out that of the 388 annexations the city has under its belt, none were this hostile, and none incurred the court costs that this one surely will.

It cost Rusk nothing to be wrong in 1993, and in fact he got another book out of it. There's no such upside for those of us paying property taxes here and now. The Town of Wilson and the City of Sheboygan have better ways to spend tax dollars than fighting in court for the next five years.

II

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

Submitting a communication from Jayne Zabrowski stating her objections to the proposed annexation from the Town of Wilson to the City of Sheboygan.

2.

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



Dear Mayor and Alderpersons,

Ethics, honesty, and integrity.

I come from a generation which values all three and I believe you do also. I am a rule follower. You could say that maybe I am naïve, as I expect everyone to follow the rules and play fairly. It seems simple enough. It's what my parents taught me.

That's why the information which was brought to light recently is so disturbing. Once again, the bold unethical, rule-breaking ways of Kohler to force through their proposed annexation causes me to wonder if this is really what our world has come to.

My 103 year old grandmother said to me, "People used to be honest. What has happened?" I don't really want to believe that we are a generation of unethical, dishonest people but events like this make you stop and wonder...what *has* happened to our integrity?

As I read thru documents received via FOIA request to the Department of Administration I was dismayed to read how the DOA had arrived at their decision. Rather than simply following the process, the rules, and making an unbiased decision, the DOA was unduly influenced. Kohler obtained a special meeting with the state agency reviewing its annexation petition. While the Wisconsin Department of Administration (DOA) was reviewing Kohler's proposed annexation, and one day after the town's attorneys sent a letter through designated channels to the agency's civil servant employee who reviews annexations, Kohler representatives instead used Governor Walker's chief of staff to arrange a special meeting with top DOA officials, including agency head Secretary Scott Neitzel. That meeting happened on the day that DOA was by law supposed to release its annexation opinion letter. However, within two hours of that meeting, Kohler obtained the first of several unusual time extensions that delayed the release of DOA's annexation opinion letter 17 days past the required deadline. That gave Kohler time to curry favor with DOA, and gave the politically appointed administrators within the agency time to influence civil servants that ostensibly review annexations. It worked. The sparsely worded opinion letter released by DOA broke with past agency opinions dealing with "balloon-on-a-string" annexations.

This is wrong on every level. It is a manipulative move by Kohler to stack the deck in their favor. They are powerful. They can do this. You and I would never be able to pull off such a maneuver.

I then learned that as Kohler was reporting to the Town of Wilson during the last few months of 2016 that they could not get the town the missing Conditional Use Permit documents, they were secretly trying to trick two Town of Wilson residents into selling their property to Kohler in an effort to begin their hostile annexation. Kohler's representative deceived the sellers of 5721 Sherwood Drive in order to purchase their home. The home was purchased by lying to these sellers. To me, that is shocking and disappointing. The sellers asked repeatedly "who are the buyers?" They were told not to ask any questions. The owners stated they would have never sold their home to Kohler had they known that their property was being used as a part of the annexation attempt. The prior owners of 5721 Sherwood Lane are against the annexation. They object to being used to force this annexation upon the Town of Wilson.

Why did Kohler need to lie and be dishonest? I guess it is because you don't get what you want unless you lie and use deception. Let's hope this is not what today's parents and grandparents are teaching future generations.

As we all know, the best indicator of future behavior is past behavior. Please carefully consider all of Kohler's past behavior which has been brought to your attention. When you put it all together, it is astonishing.

I ask you to please realize that you also are being used in this game of Kohler trying to get what they want at any cost. Town of Wilson officials were playing by the rules. I know the City Council of Sheboygan is a board of representatives who want to do what is right and follow the rules. I can not imagine you want to be used as pawns in a game of chess to help Kohler "win" their proposed golf course at any cost.

Please vote against this proposed annexation that has been manipulated dishonestly every step of the way to you for your vote.

I believe ethics, integrity, honesty, and caring about people's lives still matter.

I hope you do also.

Thank you for your service to the community.

Jayne Zabrowski  
Town of Wilson

II

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

Submitting a communication from Gina Siegworth stating that her father, John Siegworth, does not want to be annexed to the City.

*reg.*

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City Clerk

July 9, 2017

Dear Sheboygan Council members:

I am writing to you on behalf of my dad, John Siegworth. He is one of the homeowner's affected by the proposed annexation to the city of Sheboygan. We have become aware that several of you may be under the impression that he doesn't want to speak to you and would like to be left alone. This is untrue. He would welcome the opportunity to discuss this issue with you and let you know first hand how he feels. He only asks that I be included so he feels more comfortable. I can assure you he has no desire to talk about the golf course – his only interest is in the annexation of his two parcels of land.

In the meantime, we'd like to introduce him to you. He is 83 years old and has owned and lived on this land for well over 50 years. The land was purchased from my mom's parents so has been in the family since WWII. All of the spruce and pine trees that you see from the road were planted by hand by my dad. He is known by many in the Town of Wilson as "the Town Wilson walker" because he can be seen walking his four miles a day all year long. He adds a bike ride to his routine in the summer just for fun. He's endured a lot of changes the last year or so. He lost his wife in 2016 and has the usual challenges of someone his age. He is a Marine Corp veteran and served in Korea. He raised his two children to always protect others and stand up for their rights resulting in a son who is an Army veteran and myself who is retired from the Navy. Perhaps this is why the potential loss of his rights as a property owner is so difficult for him to fathom.

He DOES NOT want to be annexed to the city. He has no interest in discussing the golf course because he believes that Mr. Kohler has the right to do whatever he wants with his land. Yes, he stands up for Mr. Kohler's right as the land owner. My dad only asks for the same consideration. He doesn't think property owner rights should be reserved for only the rich and powerful.

I spoke to Ms. Deborah Tomczyk on July 5<sup>th</sup> and she informed me that my dad's taxes would remain the same as if a Town of Wilson resident for a 5 year period. I explained this to my dad and he laughed and said "they think I'm going to be dead by then!" He certainly hasn't lost his sense of humor. He asked me to assure you that he has every intention of living for longer than 5 years and staying in that house. My dad really isn't concerned about the financial impact of annexation. He leaves the worrying about that to me. It truly is about his property rights and the changes to his lifestyle. He doesn't believe this should be forced upon him without his consent for the convenience of the city or a business owner. He *owns* the land and should have the right to determine his own destiny. If annexed to the city, he will no longer be able to use the Town of Wilson dump and visit with the man that works there. He will no longer be able to vote with the rest of his neighbors and chat with them on election day. He will be paying his taxes at a different location. We have no idea how this will affect his emergency services. At his age, any changes to routine can become difficult and unsettling. He knows his deceased wife (my mom) is probably rolling over in her grave – she grew up on this land and would hate that this is happening. We've often said the only good thing about our having lost her is that she isn't alive to see this. Additionally, he is afraid that next you may take his land away altogether and force him to leave. I try to tell him that would never happen, however, we never thought that he could be annexed without his consent and be told it is legal to strip him of his property rights. He fears the lawyers could and would come up with some *legal* way of doing that as well if it became convenient for the city or the Kohler Company.

We understand that one other homeowner who actually resides in their house did sign the petition. We think everyone should have the ability to make the decision that is right for them. We encourage you to annex them. However, do not take that same right of choice away from my dad.

My dad respectfully requests that you consider him when voting. He is not a large business, a city or a township. He is an actual person caught in the middle through no fault of his own whom your vote may negatively affect. My dad would walk over hot coals for me as I would for him. I hand you my pride...I beg of you don't take away his voice, I beg of you don't take away his power, I beg of you don't take away his rights, I beg of you don't make him endure more unnecessary change, I beg of you don't take away his belief that people are inherently good and will do the right thing if given the opportunity. I will get down on my knees if that will help. I believe the city of Sheboygan can improve its vitality without doing so at the expense of an 83 year old man. I know you all are smart men and women who combined with the smart people from the Kohler Company can figure out a way to get your golf course without doing this to my dad. Please don't prove me wrong.

I can be contacted at (920) 287-7946 or [gina.siegworth@gmail.com](mailto:gina.siegworth@gmail.com) if you'd like to meet my dad or have any questions. We would love to hear from you.

Gina Siegworth

John Siegworth

VIII

R. C. No. \_\_\_\_\_ - 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.

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

5.6

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

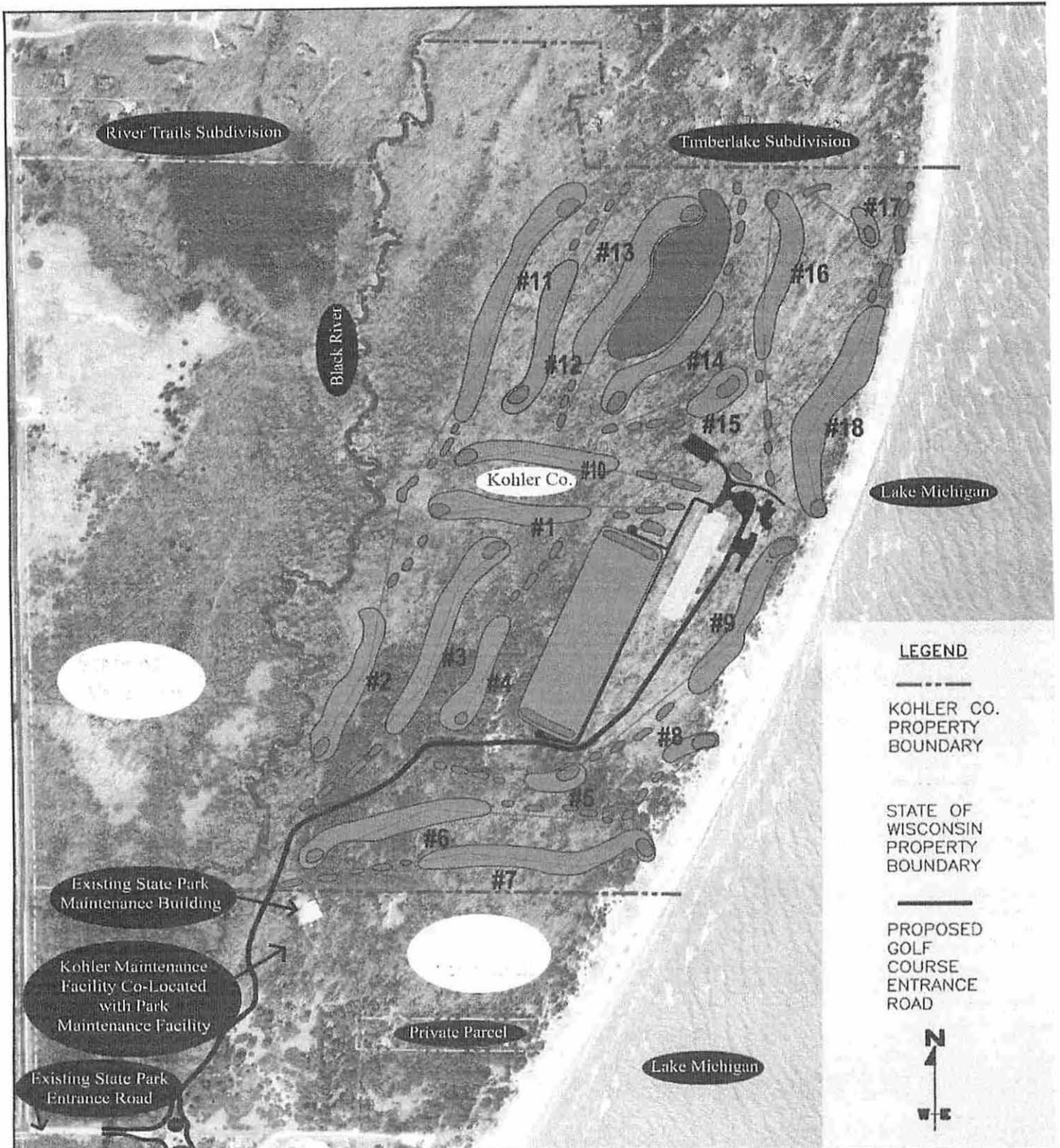
Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey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

*James a  
Personnel.*

*Res pass with  
additional amendments  
to the agmt.*

*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

**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

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

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

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

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

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


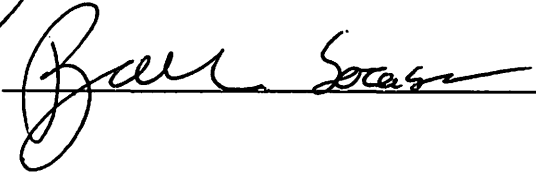
Section 3. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the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

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

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

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

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

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

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~~

4.3 / 8.6

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

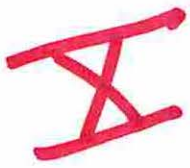
Your Commission to whom was referred Gen. Ord. No. 04-17-18 by Alderpersons Bohren and Sorenson and R. O. No. 35-17-18 by City Clerk for an application from the Kohler Co. for an establishment of zoning classification of property being the entire area included in the annexation petition as shown on the 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.

*Lies over  
to June 19th*

*Hold to July 17  
C.C. mtg*

\_\_\_\_\_  
Director of Planning and Development





Other Matters

8.8.

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  
Paul Sauer

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 Govt Lot 4, Sec 11, Com at SW cor SD Lot, th S89 Deg 35'43"E 218" to wly ln 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%

II

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

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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 VanDeuren, 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, A2A3, 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

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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.



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 50381-8045

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 50381-8558

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

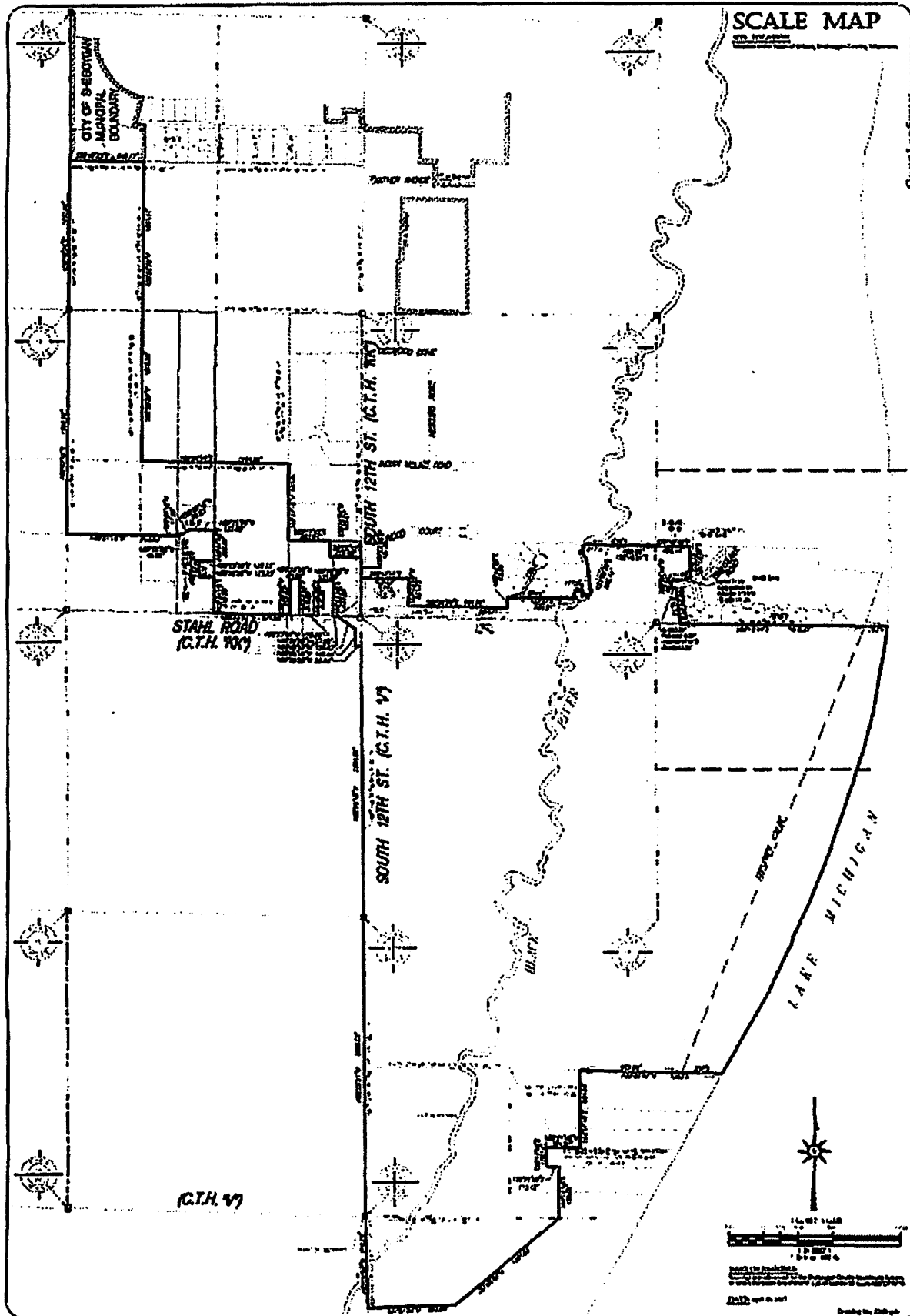
Milwaukee, WI 53202

Phone: 414-298-8331

Email: [dtomczyk@reinhartlaw.com](mailto: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



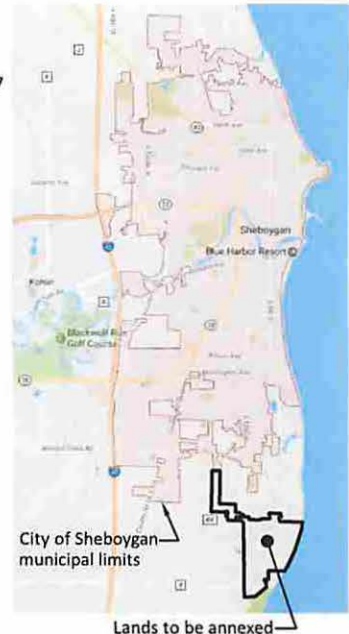
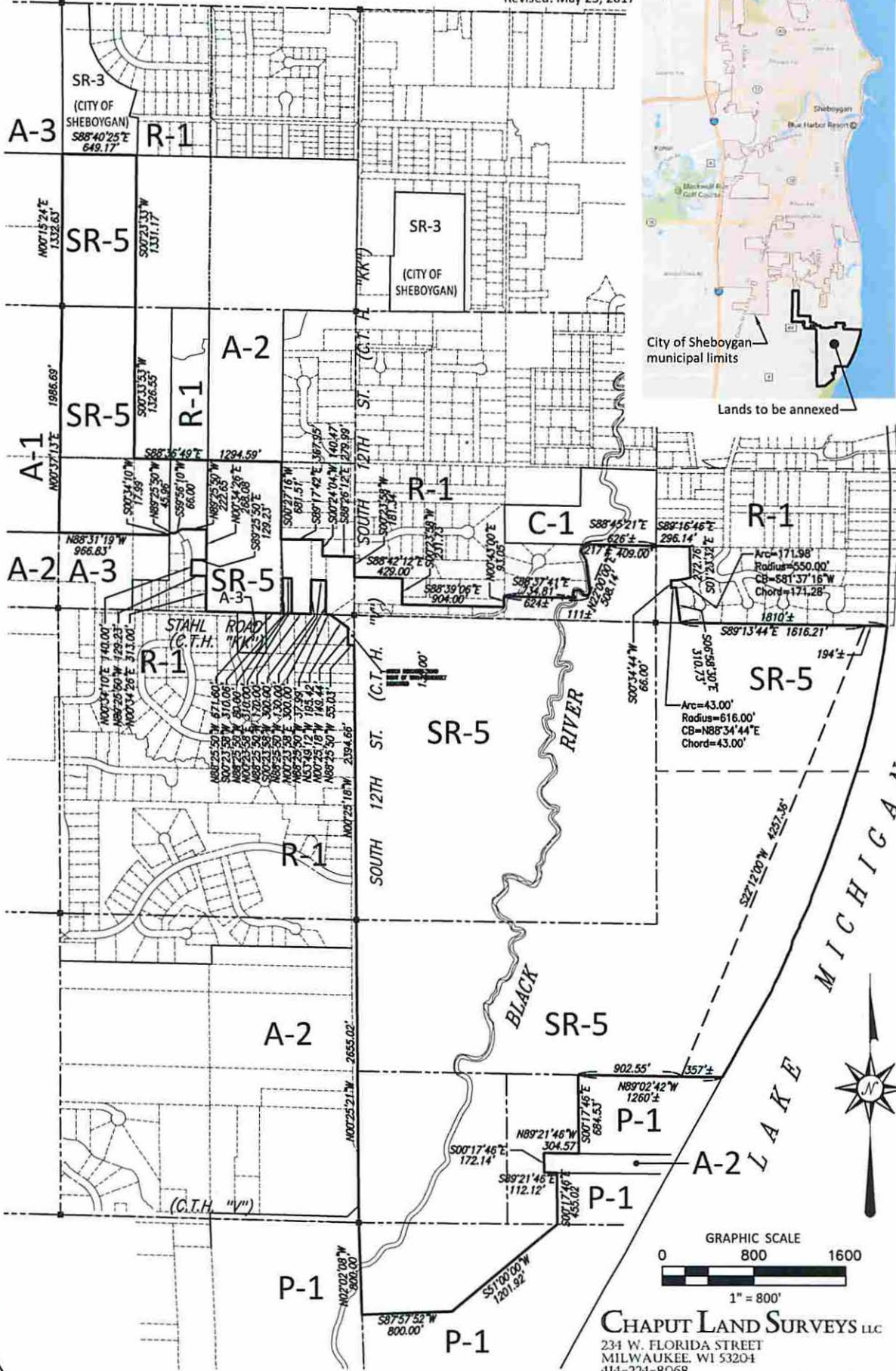
# ZONING EXHIBIT

## SITE LOCATION

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

DATE: April 17, 2017

Revised: May 25, 2017



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

II

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

Submitting various license applications.

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

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2922	Habitat for Humanity	1911 N 8 <sup>th</sup> St. - One day event to be held on July 28, 2017. At the EBCO Center located at 1207 Erie Ave.
1338	Sheboygan Jaycees Found.	P.O. Box 561 - Three day event to be held August 3, 4 & 5, 2017. Located at Kiwanis Park

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
0460	Brulla, Sharon L.	2225 N. 15 <sup>th</sup> St.
1754	Bubb, Brandon R.	1424 Jefferson Ave.
1741	Dulmes, Lucas R.	4411 Primrose Ct.
1748	Gruenke, Taylor J.	2309 Hillshire Dr.
1746	Hagen, Steven R.	N1958 State HWY 57, Random Lake
5935	Miller, Rebecca K.	2028 N. 3 <sup>rd</sup> St.
8705	Olson, Larry M.	2417 Henry St.
1749	Schuessler, James M.	806 Geele Ave.

Consent

**VI**

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS. July 17, 2017.

Your Committee to whom was referred R. O. No. 68-17-18 by the City Clerk submitting a communication from David Repinski is questioning assessment #301030 and other assessments pertaining to curb, gutter and repaving of the street(s) as it's been eliminated from future property owners; recommends that the document be accepted and placed on file.

*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. 68 - 17 - 18. By CITY CLERK. June 19, 2017.

Submitting a communication from David Repinski is questioning assessment #301030 and other assessments pertaining to curb, gutter and repaving of the street(s) as it's been eliminated from future property owners.

*Pub. Wks.  
Acc & File*

---

City Clerk

22



23



PW.

DAVID REPINSKI 835 833 831  
825 817 INDIAN  
11075 & 1125 S 9TH

IS ASKING ASSESSMENT  
#301030 + OTHER ASSESSMENT PERTAINING  
TO CURB CUTTER RE PAVING OF STREET

THIS ASSESSMENT  
~~IS~~ HAS ALREADY BEEN ELIMINATED  
FROM FUTURE PROPERTY TAX OWNERS

IT ALWAYS HAS BEEN A DOUBLE  
ASSESSMENT 74.33 (e)

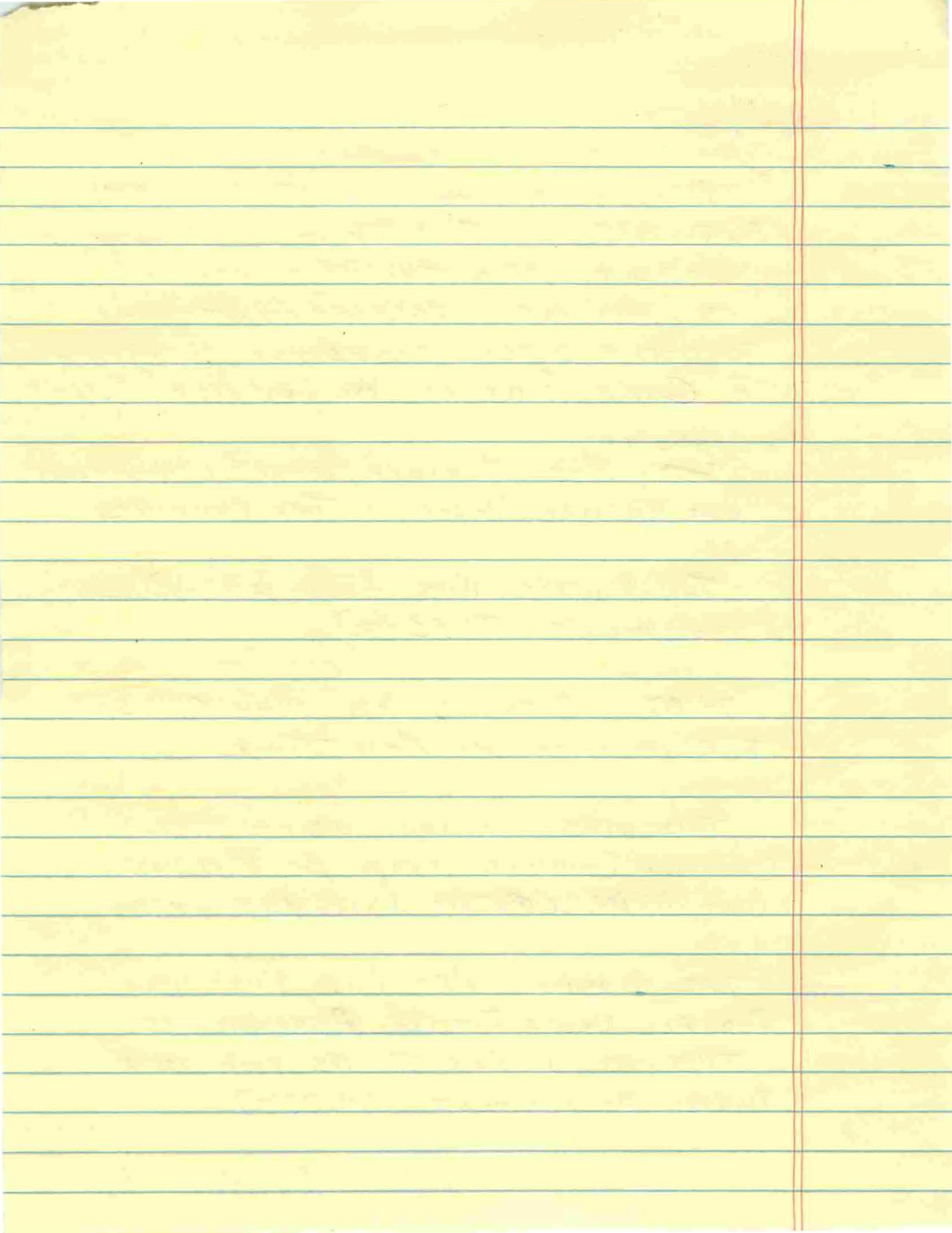
74.87 CITY BOARD MAY CHOOSE  
TO ELIMINATE AT ANY TIME

THIS WAS BROUGHT UP ON THE  
COMMON COUNSEL FROM BY ALEXMAN  
BUT ~~IT DID NOT PASS~~ DID NOT PASS.

THE VERSION THAT DID PASS WAS  
FOR ALL NEW & FUTURE ASSESSMENTS.

THIS IS UNFAIR TO US AND IS A  
DOUBLE ASSESSMENT 74.33 (e)

Phone: 920.946.9776  
cell



CITY OF SHEBOYGAN  
CITY FINANCE DEPARTMENT  
828 CENTER AVE  
SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 301030

BILLING DATE: 3/02/17

REPINSKI, DAVID A.

835 INDIANA AVE

SHEBOYGAN WI 53081

ORIGINAL PLAT THE S 30'  
OF LOT 6 BLK 261

The assessment covering the cost of on S. 9TH STREET from INDIANA AVENUE to GEORGIA AVENUE in the amount of \$988.65 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.
2. By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2017, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing MAY 01, 2017.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 5 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 5 successive tax rolls.

These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2018	988.65	197.73	20.23	217.96
2019	790.92	197.73	24.28	222.01
2020	593.19	197.73	18.21	215.94
2021	395.46	197.73	12.14	209.87
2022	197.73	197.73	6.07	203.80
<b>TOTALS</b>		<b>988.65</b>	<b>80.93</b>	<b>1,069.58</b>

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:  
 30.00 FT RESURFACING @ \$ 12.80/FT = \$384.00  
 29.00 FT CURB & GUTTR @ \$ 20.85/FT = \$604.65  
 TOTAL = \$988.65

---

NOTICE OF POSTPONEMENT: ASSESSMENT NO. 301030  
AMOUNT \$988.65

TO CITY CLERK'S OFFICE:

I, the undersigned, being the present true owner of this property, do hereby agree to make payment in full for this special assessment on or before November 1st according to Section 66.54 (7) (e), Wisconsin Statutes.

Name

Date:

If mailed, please call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

VII

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING. July 17, 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, 2017 and June 30, 2019; recommends that the permanent Change of Premise application of Alcohol Beverage License #3117 (Harbor Lights Two) be denied due to improper description of premises.

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 PUBLIC WORKS. July 17, 2017.

Your Committee to whom was referred Res. No. 43-17-18 by Alderperson Wolf authorizing entering into an agreement for construction of the Sheboygan Skate Park at Kiwanis Park; recommends that 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. 43- 17 - 18. By Alderperson Wolf. July 3, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for construction of the Sheboygan Skate Park at Kiwanis Park.

WHEREAS: The previous skate park at Kiwanis Park was removed due to aging components. The new skate park will be constructed of materials that will last longer and require little to no maintenance.

WHEREAS: The bids are tabulated as follows:

Grindline Skate Parks, Inc.	\$578,117.00
Buteyn-Peterson Construction	\$679,226.00

RESOLVED: That the appropriate City Officials are hereby authorized to enter into agreement with Grindline Skate Parks, Inc. for the construction of the Sheboygan Skate Park and are authorized to draw funds from the following account:

21653000-631100          \$578,117.00

In payment of same.

*Pub Wks.  
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 construction of the Sheboygan Skate Park at Kiwanis Park

---

**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry and Kevin Jump, Civil Engineer

---

**REPORT DATE:** June 28, 2017

**MEETING DATE:** July 10, 2017

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 21653000-631100  
Budget Summary: Block Grant Funds  
Budgeted Expenditure: \$578,117.00  
Budgeted Revenue:

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

---

**BACKGROUND / ANALYSIS:**

In 2015, the Sheboygan Skate Park was removed due to aging components. The City hired Stantec Consulting in fall 2015 to design a new skatepark. Since then Stantec has held three community design meetings and has worked with the City and EOS, a local skate and surf business, to reach out to the community by social media.

In 2016, a final skatepark layout was chosen and earlier this year the final design was completed. Using several different consultant sources, the city staff recommended a \$442,588 budget for the skatepark project which was approved by the Common Council for construction in 2017. Project will be totally funded by Block Grant Funds.

**Summary of Bids:**

Grindline Skateparks, Inc.	\$578,117.00
Buteyn-Peterson Construction	\$679,226.00

**STAFF COMMENTS:**

Grindline Skateparks, Inc. from Seattle Washington is a top builder in the Skatepark Industry.

**ACTION REQUESTED:**

Recommend approval of resolution.

**ATTACHMENTS:**

None

II

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

Submitting a claim from Charles Uraynar for alleged damages to his basement when sewage backed up into the basement.

---

City Clerk

*Jim & Personnel*



*Charles Kraayman*

PAGE 4 OF 40



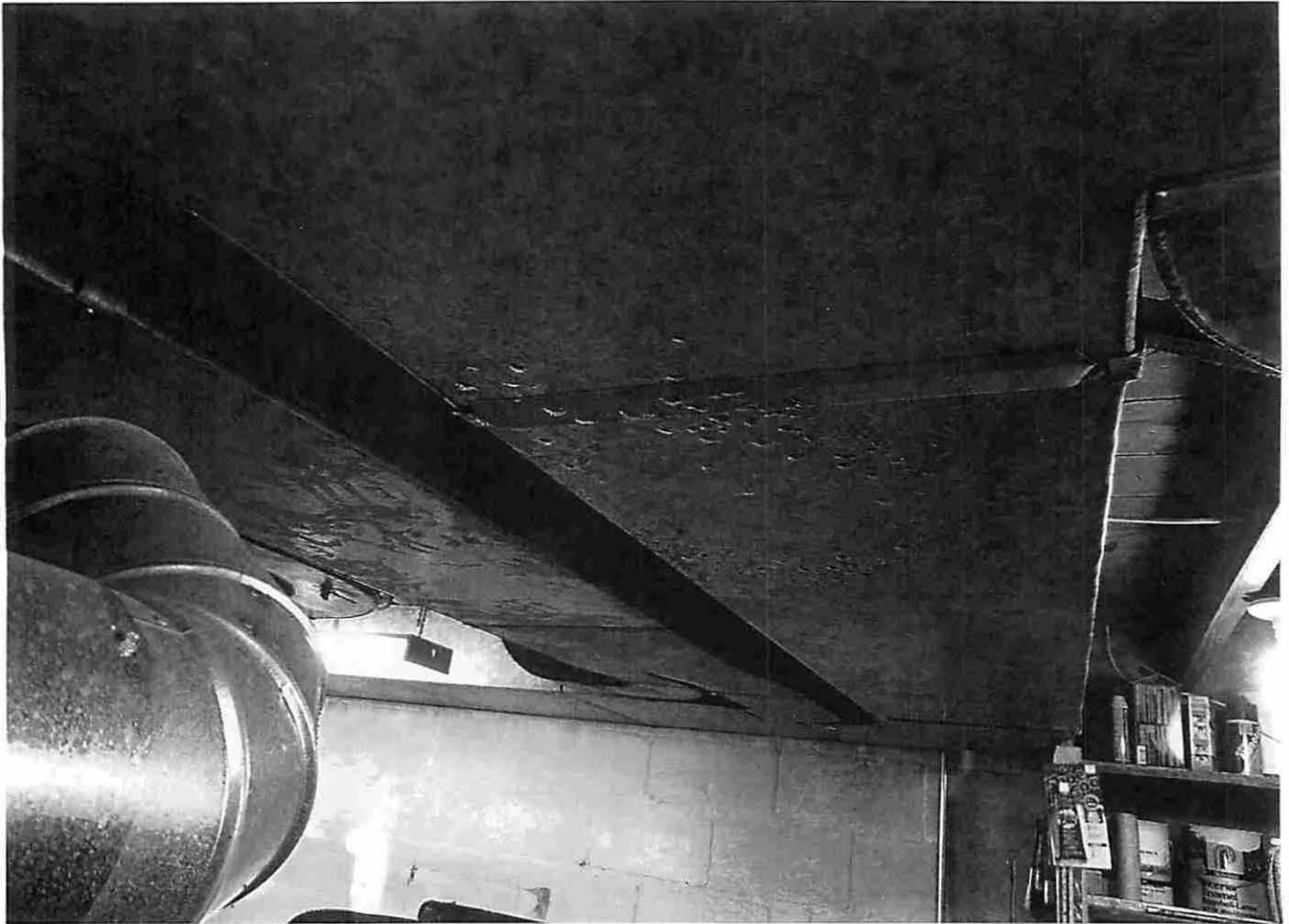
*Charles Uraynar*

PAGE 5 OF 40



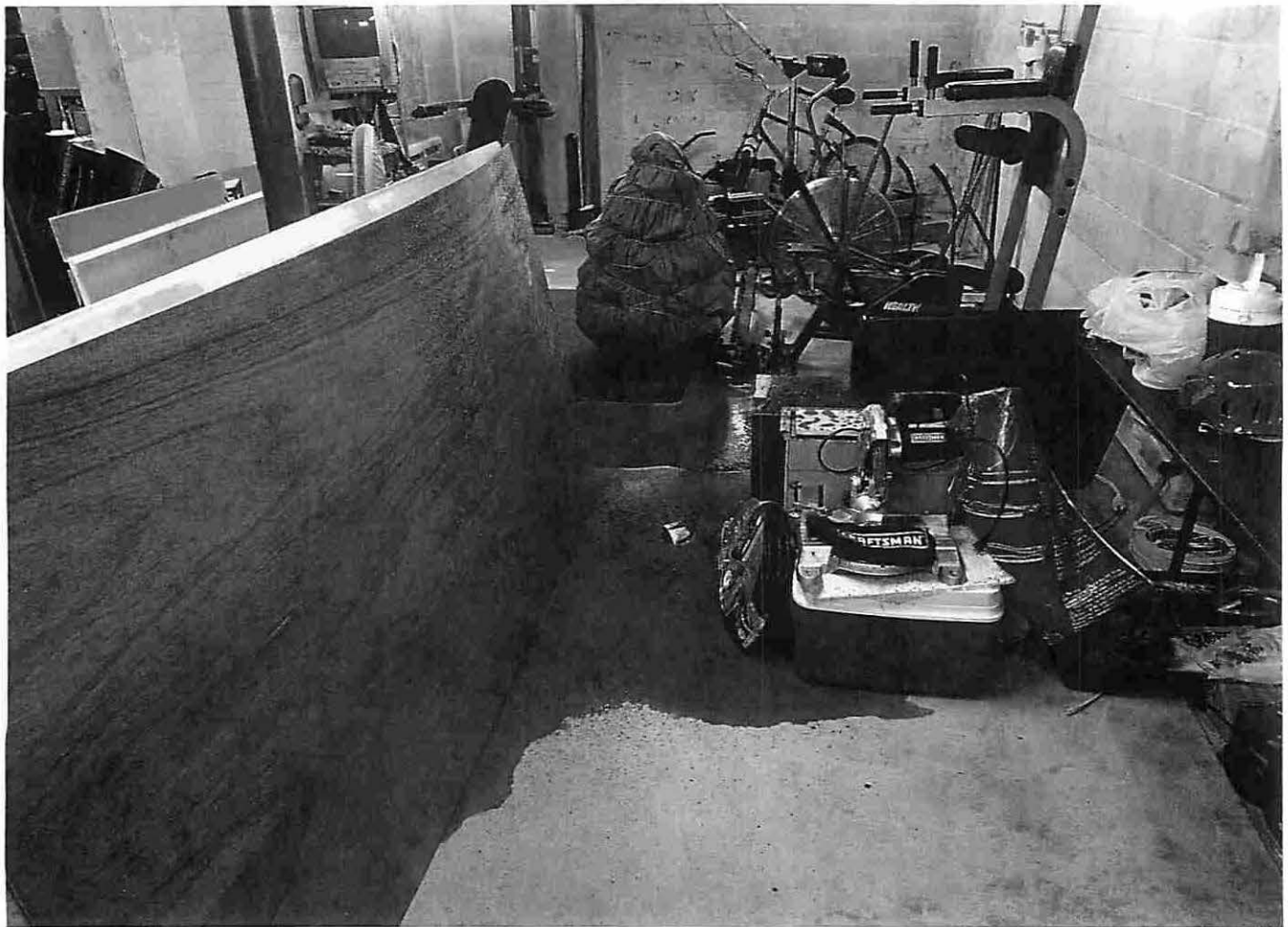
*Charles Wraymar*

PAGE 6 OF 40



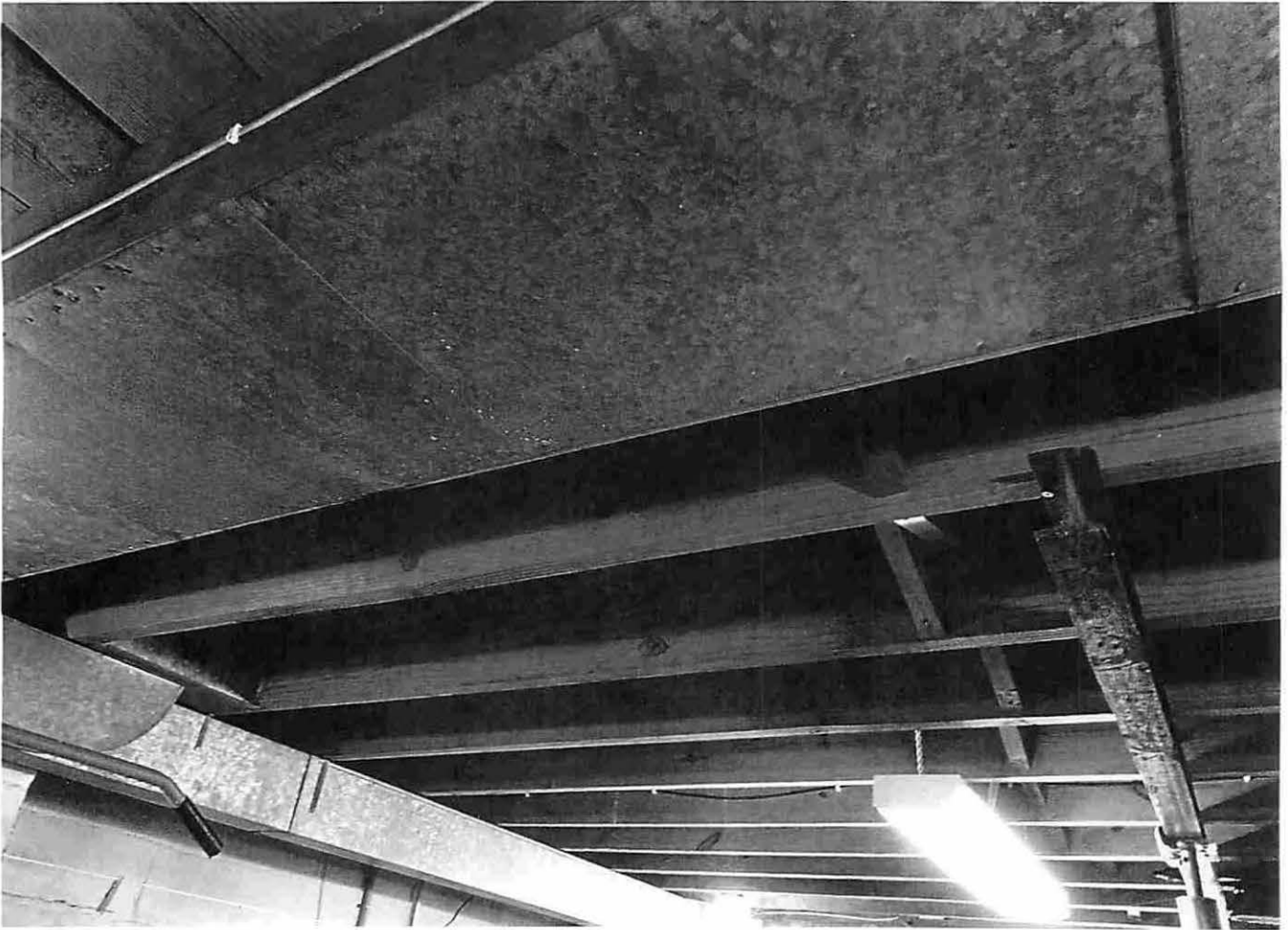
*Charles Uraynar*

PAGE 7 OF 40



*Charles Wraynor*

PAGE 8 OF 40



*Charles Wraymar*

PAGE 9 OF 40



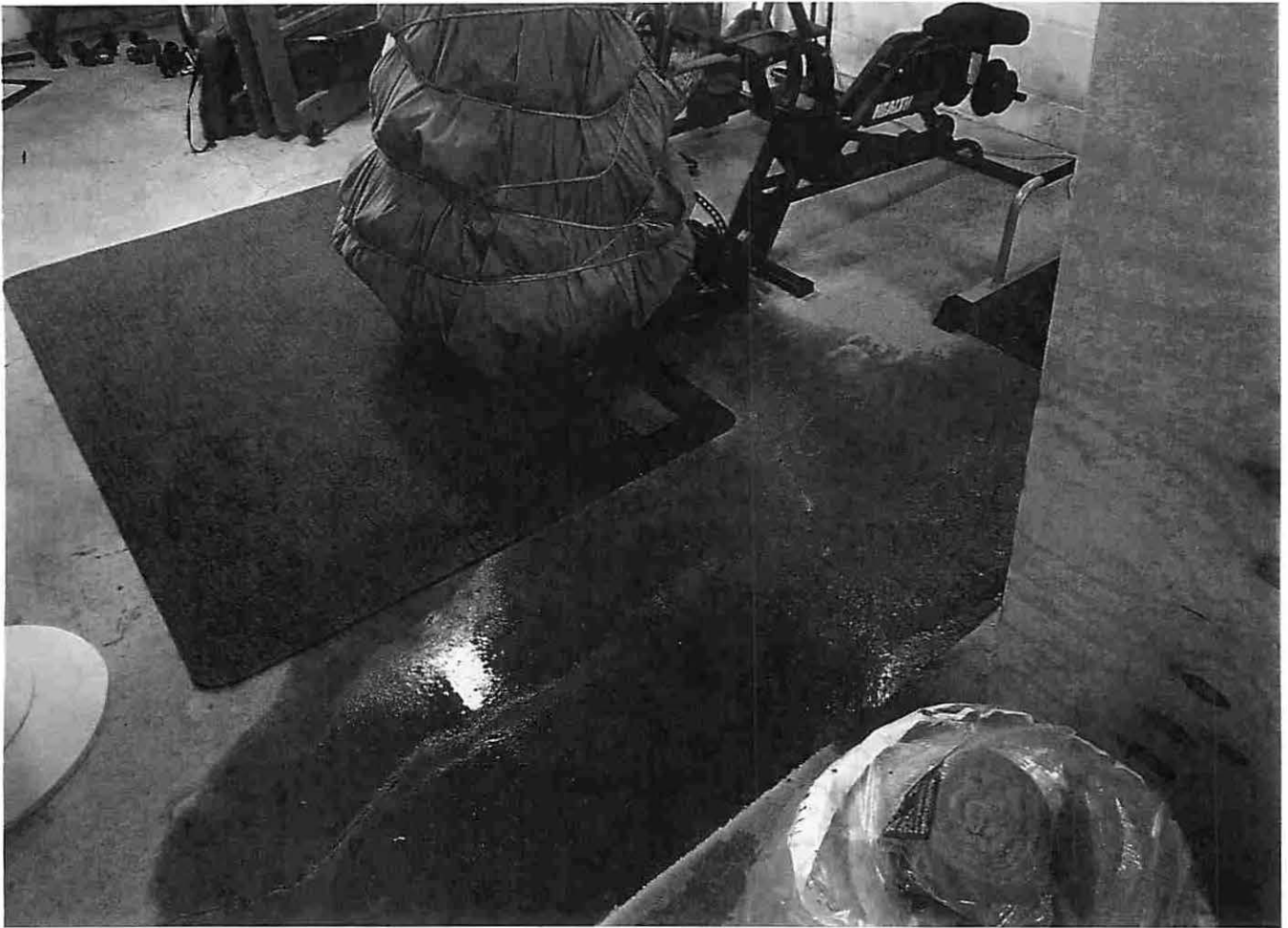
*Charles Wraymar*

PAGE 10 OF 40



*Charles Urquhart*

PAGE 11 OF 40



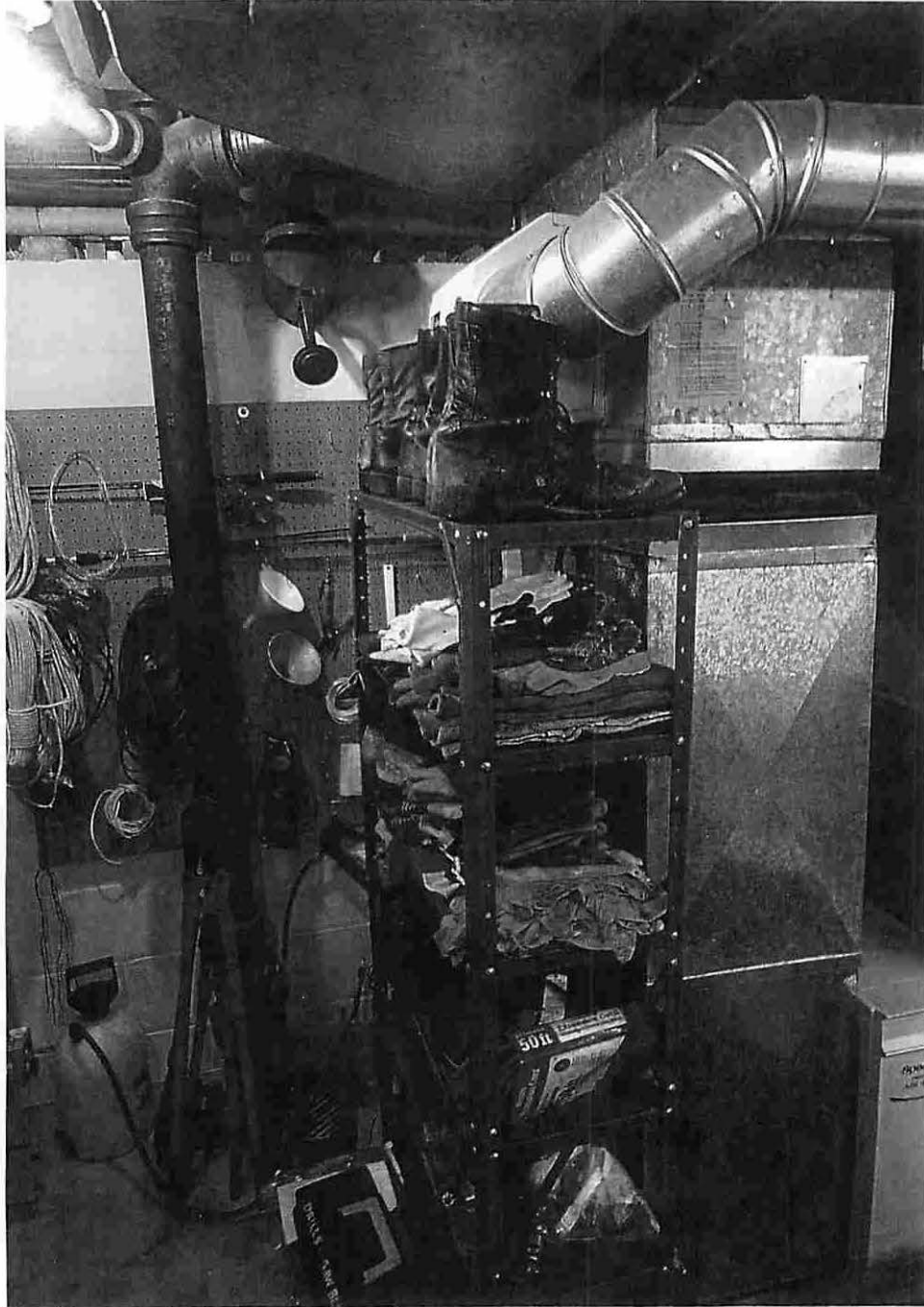
*Charles Wraynor*

PAGE 12 OF 40



*Charles Wraynor*

PAGE 13 OF 40



*Charles Uragnar*

PAGE 14 OF 40

DATE RECEIVED 7-10-17

RECEIVED BY ckl

CLAIM NO. 12-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 10 '17 AM 8:57

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: CHARLES URAYNAR
2. Home address of Claimant: 2508 GEORGIA AVENUE SHEBOYGAN WI 53081
3. Home phone number: 920-458-0380
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) MARCH 21 2017, 1:30 PM
6. Where did damage or injury occur? (give full description) THROUGHOUT THE ENTIRE BASEMENT OF 2508 GEORGIA AVENUE SHEBOYGAN WI 53081
7. How did damage or injury occur? (give full description) SEE PAGE 16 OF 40
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: SEE PAGES 15 AND 17 OF 40
  - (b) Claimant's statement of the basis of such liability: SEE PAGE 17 OF 40
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: NA
  - (b) Claimant's statement of basis for such liability: NA

*Charles Uraynar*

CLAIM NO.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: \_\_\_\_\_
- 2. Home address of Claimant: \_\_\_\_\_
- 3. Home phone number: \_\_\_\_\_
- 4. Business address and phone number of Claimant: \_\_\_\_\_
- 5. When did damage or injury occur? (date, time of day) \_\_\_\_\_
- 6. Where did damage or injury occur? (give full description) \_\_\_\_\_
- 7. How did damage or injury occur? (give full description) \_\_\_\_\_
- 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").

SEE PAGES 18 AND 19 OF 40

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

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

Auto:	\$ <u>0</u>	
Property:	\$ <u>1,455.68</u>	<u>SEE PAGE 20 OF 40</u>
Personal injury:	\$ <u>0</u>	
Other: (Specify below)	\$ <u>1,786.52</u>	<u>SEE PAGE 21 OF 40</u>
<b>TOTAL</b>	<b>\$ <u>3,242.20</u></b>	

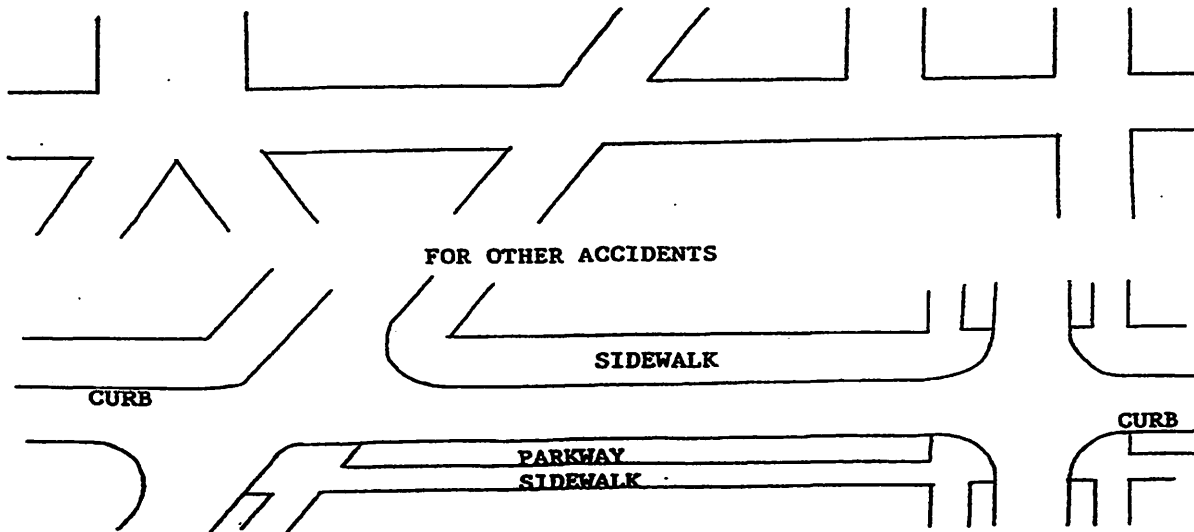
Damaged vehicle (if applicable) NA

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 Charles Grayman DATE JULY 8, 2017

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.)

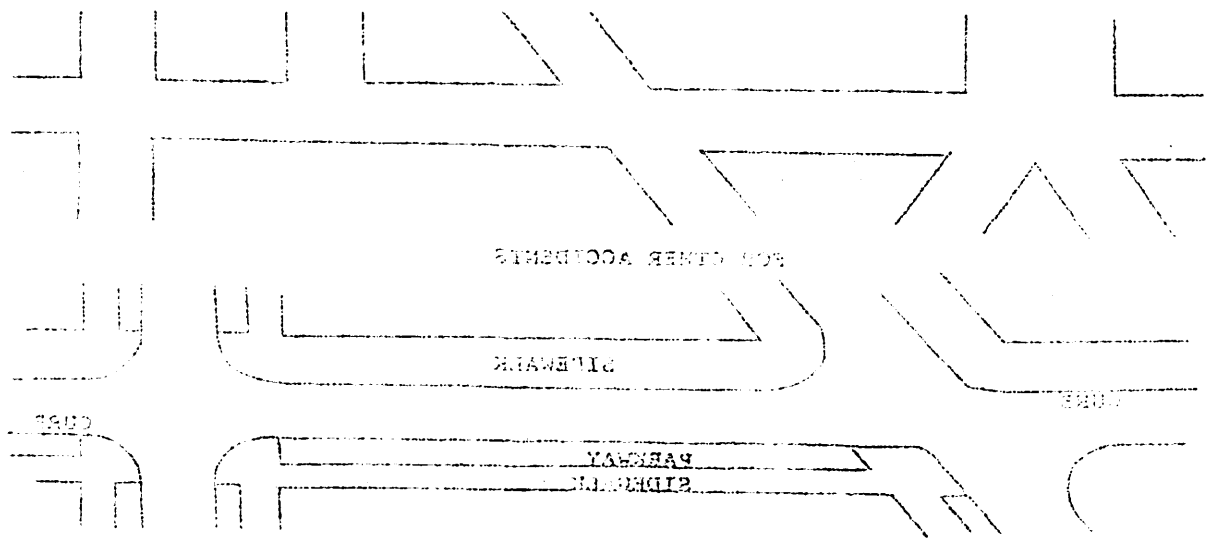
Auto:	_____ \$
Property:	_____ \$
Personal injury:	_____ \$
Other: (Specify below)	_____ \$
<b>TOTAL</b>	<b>_____ \$</b>

Damaged vehicle (if applicable): \_\_\_\_\_  
 Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS ONLY 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.



DATE \_\_\_\_\_ SIGNATURE OF CLAIMANT \_\_\_\_\_

DATE RECEIVED 7-10-17

RECEIVED BY ckl

CLAIM NO. 12-17

**CLAIM**

Claimant's Name: CHARLES URAYNAR  
Claimant's Address: 2508 GEORGIA AVENUE  
SHEBOYGAN WI 53081  
Claimant's Phone No. 920-458-0380

Auto \$ 0  
Property \$ 1,455.68  
Personal Injury \$ 0  
Other (Specify below) \$ 1,786.52  
**TOTAL** \$ 3,242.20

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$3,242.20.

FOR PROPERTY-SEE PAGE 20 OF 40

FOR OTHER-SEE PAGE 21 OF 40

SIGNED Charles Uraynar

DATE: JULY 8, 2017

ADDRESS: 2508 GEORGIA AVENUE  
SHEBOYGAN WI 53081

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

DATE RECEIVED

7-18-17

RECEIVED BY

CLAIM NO.

CLAIM

Claimant's Name:

Auto

Claimant's Address:

Property

Claimant's Phone No.

Personal Injury

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 existing 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:

ADDRESS:

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

II

R. O. No.       - 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*

---

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.

II

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

Submitting a communication from Ray Velez requesting a waiver from the Sex Offender Residency restrictions in order to live at 1509 S. 10<sup>th</sup> St.

*Pub Safety*

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

JUL 12 '17 AM 9:10

Date: 7-12-17

My name is: Ray R Velez

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1509 S. 10<sup>th</sup> Street Sheboygan, WI

Signature: Ray R Velez

Phone Number: (920) 254-5819

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. July 17, 2017.

Submitting a communication from Richard Lampe Jr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1430 Martin Ave.

*Pub. Safety*

---

City Clerk


JUL 12 '17 PM 2:24

Date: 7-10-17

My name is: Richard Lampe JR

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1430 Martin Ave, 53083

Signature: 

Phone Number: 920-287-8624

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

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

Submitting a communication from James Canon requesting a waiver from the Sex Offender Residency restrictions in order to live at 1734 N. 11<sup>th</sup> St.

*Pub. Safety*

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

Date: Jun 11<sup>th</sup> 2017

My name is: James Canon

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1734 N. 11<sup>th</sup> Street

Signature: James Canon

Phone Number: 515-601-3904

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

III

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

Submitting a communication from Jane Wiensch requesting a waiver from the Sex Offender Residency restrictions in order to live at 1535 N. 9<sup>th</sup> St.

*Pub. Safety*

---

City Clerk

Date: 7-10-2017

My name is: Jane Wiensch

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1535 N. 9th St. up stairs

Signature: Jane Wiensch

Phone Number: 920-287-2620

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

III

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

Submitting a communication from Andrew Steward requesting a waiver from the Sex Offender Residency restrictions in order to live at 1220A N. 14<sup>th</sup> St.

*Pub. Safety*

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

JUL 5 '17 AM 8:12

Date: 7-2-2017

My name is: Andrew J. Steward

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

~~1220~~ 1220 A North 14th Street Sheboygan WI 53081

Signature: 

Phone Number: 920-980-1565

**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. July 17, 2017.

Submitting a communication from John Sekella requesting a waiver from the Sex Offender Residency restrictions in order to live at 1336 Niagara Ave.

reg.

---

City Clerk

JUL 3 '17 PM12:46

Date: June 28, 2017

My name is: John Sekella

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1336 Niagara Ave., Sheboygan, WI 53081

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

Signature: 

Phone Number: 920-889-6651

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to 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.      July 17, 2017.

Submitting a communication from Bradley James Curler requesting a waiver from the Sex Offender Residency restrictions in order to live at 1412 S. 13<sup>th</sup> St.

*Pub Safety*

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

III

JUL 12 '17 PM 3:56

Date: 7-9-17

My name is: Bradley James Currier

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1412 South 13th Street

Signature: Bradley Currier

Phone Number: 920-377-1135

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 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.

---

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

Rusty Schroedel

Ralph Eschborn

Tom Holtan

### Revision History

Revision	Revision date	Details	Authorized	Name	Position

### Distribution List

# Hard Copies	PDF Required	Association / Company Name

Prepared for:

City of Sheboygan - Wastewater Treatment Plant

Prepared by:

AECOM  
1555 RiverCenter Drive  
Milwaukee, WI 53212

[aecom.com](http://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.

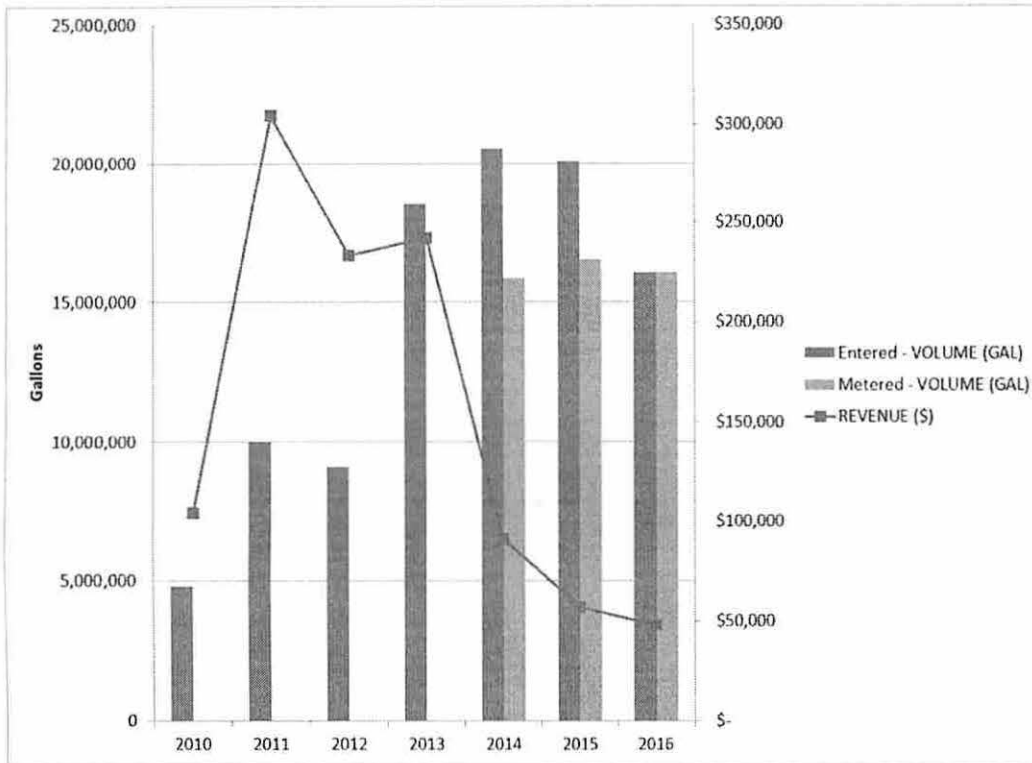
## 2. Introduction

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



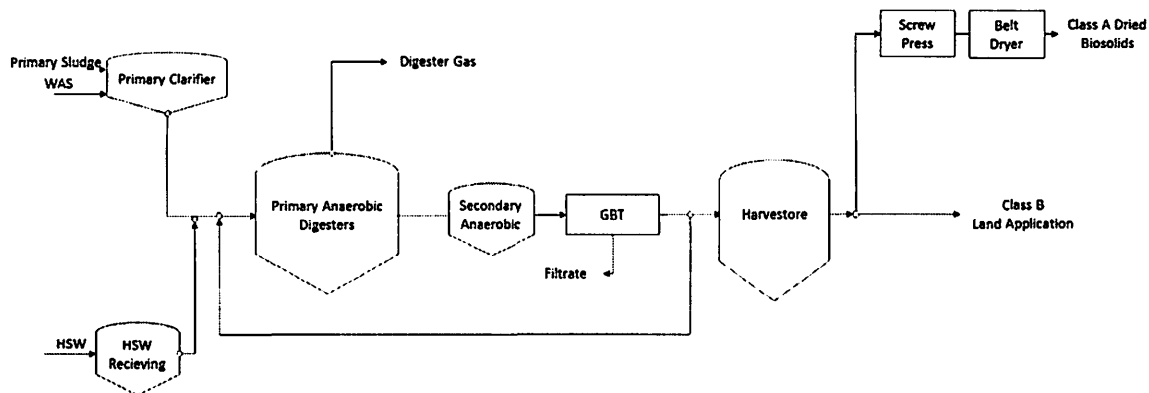
Sheboygan desires an independent review of the co-digestion system economics, including a review of the capital plan, while considering the impacts of reduced revenue from high strength wastes. The City needs to prioritize various capital improvements and determine if it makes financial sense to make 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 5<sup>th</sup> 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	gal
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
<b>3-YR Average</b>	<b>64,500</b>	<b>3.3</b>	<b>44,300</b>		<b>108,800</b>

Figure 4-1: Summary of Three Years of Sludge Production

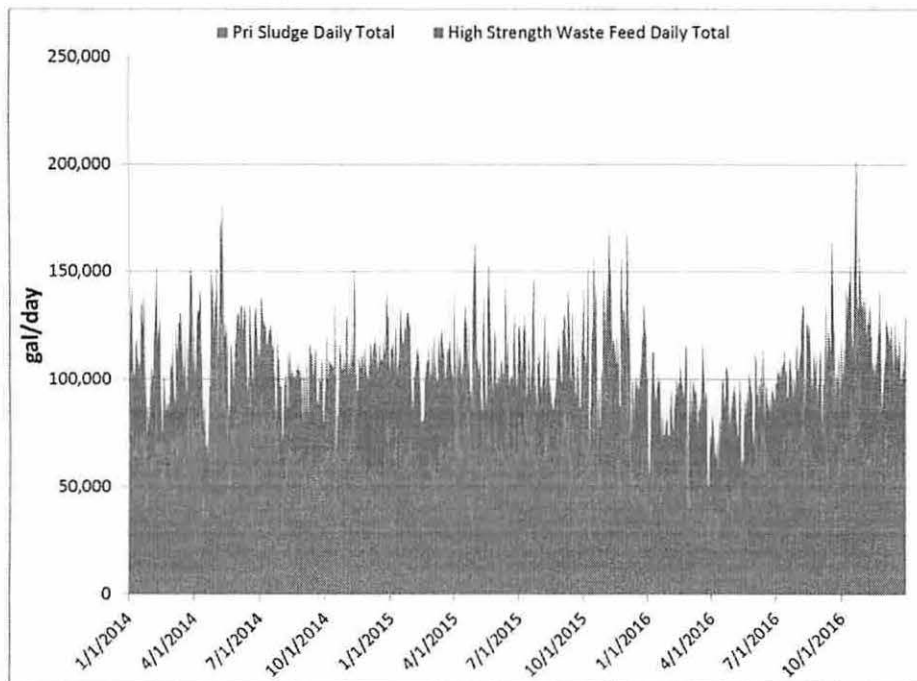
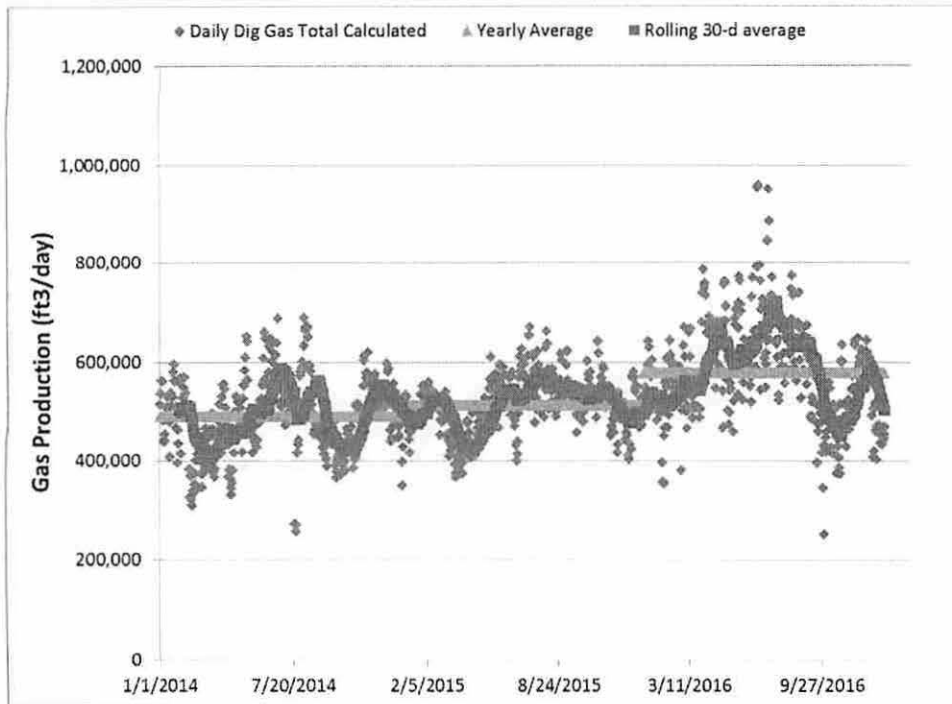


Table 4-2: Summary of Volatile Solids Content and Digester Gas Production

	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
<b>3-YR Average</b>	<b>73.6</b>		<b>60.4</b>	<b>528,800</b>

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 5<sup>th</sup> 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 <sub>4</sub>
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 <sup>1</sup>	200 kW Microturbines <sup>1</sup>	30 kW Microturbines <sup>1</sup>	Flare <sup>1</sup>
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 <sup>1</sup>	kW	Efficiency <sup>2</sup>	kWh/d <sup>1</sup>	kW	Efficiency <sup>2</sup>		
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/ft<sup>3</sup>

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 <sup>1</sup>	200 kW MT <sup>1</sup>	Sludge Boiler <sup>2</sup>	Dig Boiler <sup>1</sup>	House Boiler <sup>3</sup>	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/ft<sup>3</sup> and an 80% boiler efficiency

3. Estimated based on natural gas consumption records assuming a 80% boiler efficiency



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
<b>Total</b>	<b>50,700</b>	<b>70,600</b>	<b>54,150</b>	<b>75,500</b>	<b>lb/d</b>
	<b>108,800</b>	<b>152,200</b>	<b>116,200</b>	<b>162,600</b>	<b>gpd</b>
<b>HRT – 3 digesters</b>	20.7	14.8	19.4	13.8	<b>days</b>
<b>HRT – 4 digesters</b>	27.6	19.7	25.8	18.5	<b>days</b>

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
<b>HRT – 3 digesters</b>	34.9	24.7	32.7	23.1	<b>days</b>
<b>HRT – 2 digesters</b>	23.3	16.5	21.8	15.4	<b>days</b>

### 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
<b>Total</b>	<b>34,300</b>	<b>47,800</b>	<b>36,600</b>	<b>51,100</b>	<b>lb/d</b>
	86,650	121,600	92,600	129,900	<b>gpd</b>
<b>HRT – 3 digesters</b>	26.0	18.5	24.3	17.3	<b>days</b>
<b>HRT – 2 digesters</b>	17.3	12.3	16.2	11.5	<b>days</b>

### 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 Receiving	Eliminate HSW Receiving	Refined 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

		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 <sup>1</sup>	30,100	17,800	24,000	lb/d
	Thickened Solids <sup>2</sup>	6.2%	6.2%	6.2%	TS
	Solids Recovery	91%	91%	91%	
	Active Polymer <sup>3</sup>	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 <sup>4</sup>	22%	22%	22%	
	Solids Recovery	95%	95%	95%	
	Active Polymer <sup>3</sup>	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.

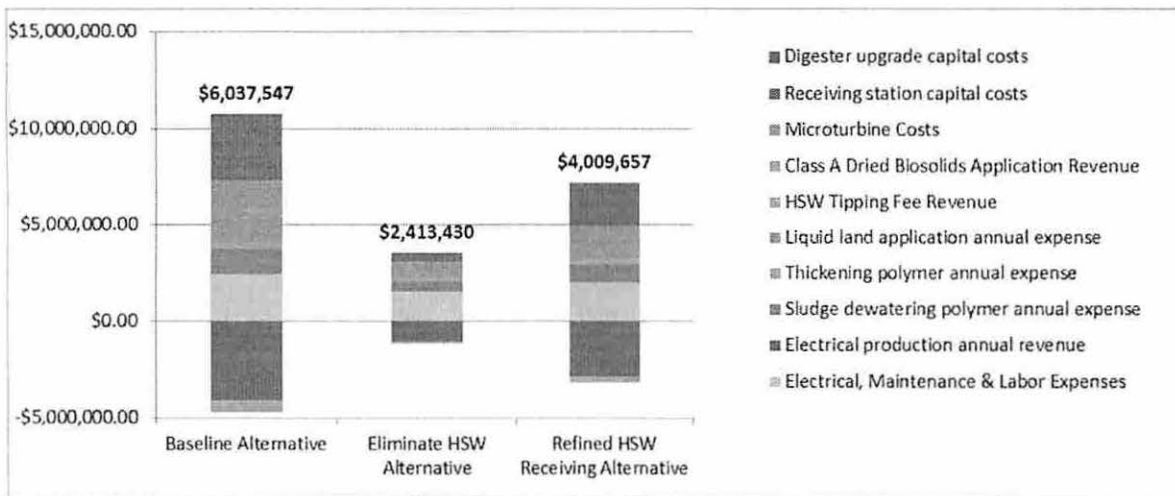
In the cost impacts section, the capital costs are listed as total costs and the analysis includes only the HSW receiving upgrades and digester upgrades. For the scenarios that avoid the conversion of digester D6, the cost amount only includes replacing the digester cover and does not include adding 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

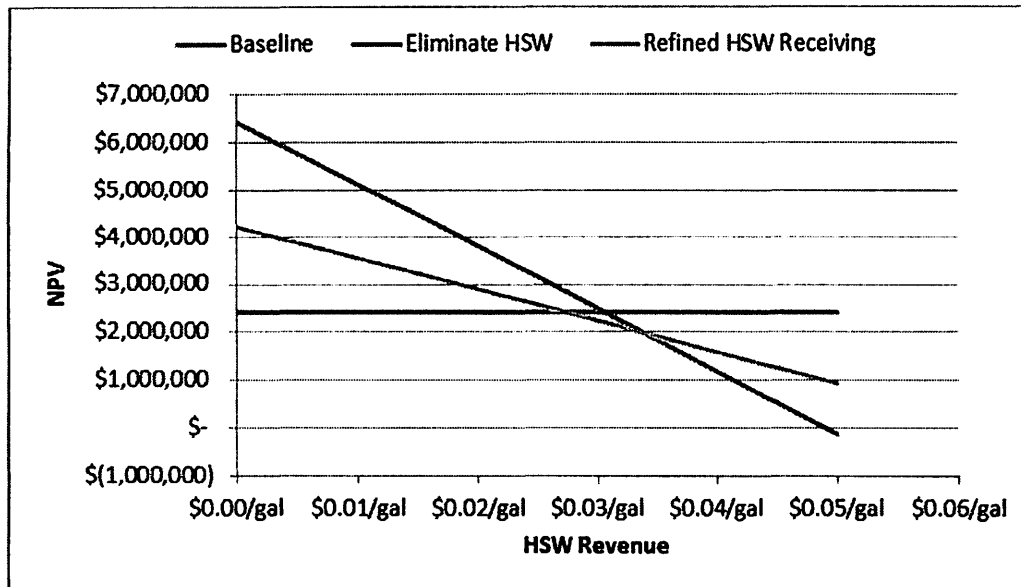
These five items essentially control the outcome of the net present value analysis. Other cost items have a minor impact. A graphical summary of the net present value evaluation is provided in **Figure 5-1**. The "eliminate HSW alternative" has the lowest net present value based on the assumptions used 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, 5<sup>th</sup> 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.

<b>File Provided by Sheboygan</b>	<b>Relevant information</b>	<b>How it was used in the analysis</b>
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.

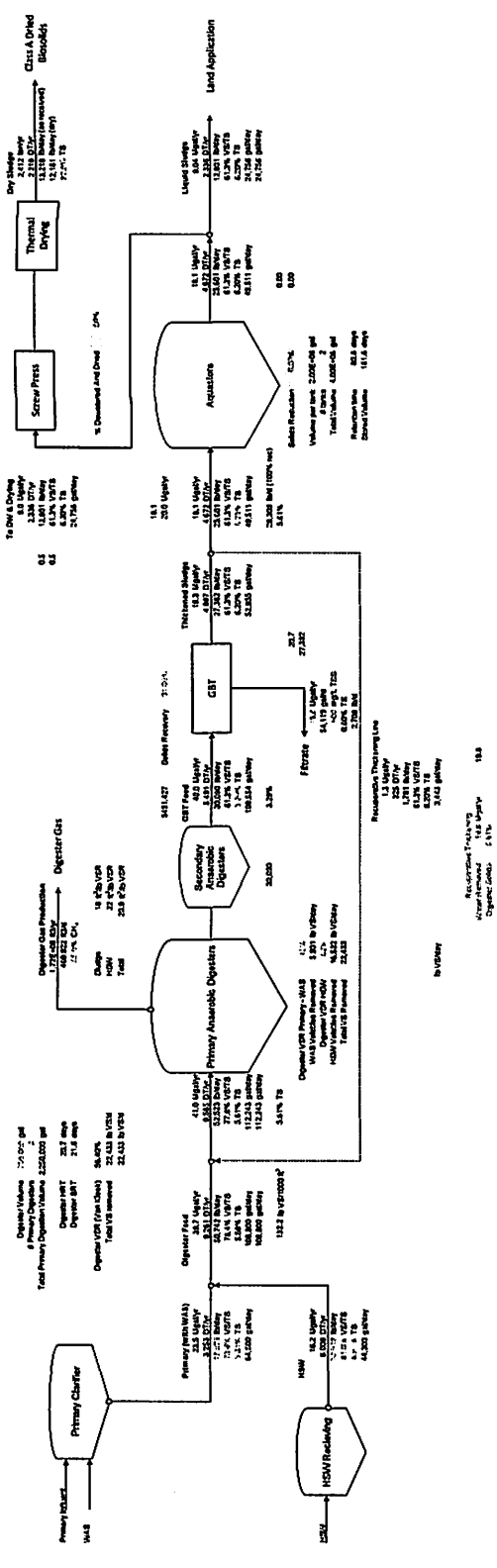
Sheboygan WWTP Energy Charges 2014 – 2016.xls	Summarizes monthly and annual electricity consumption for all of Sheboygan's facility.	Used to determine total plant electricity consumption and ratio of electricity produced onsite to total electrical consumption.
HauledWasteRates 2014-2016	Unit cost tipping 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 <sub>2</sub> O evap).

## Appendix B Data Analysis

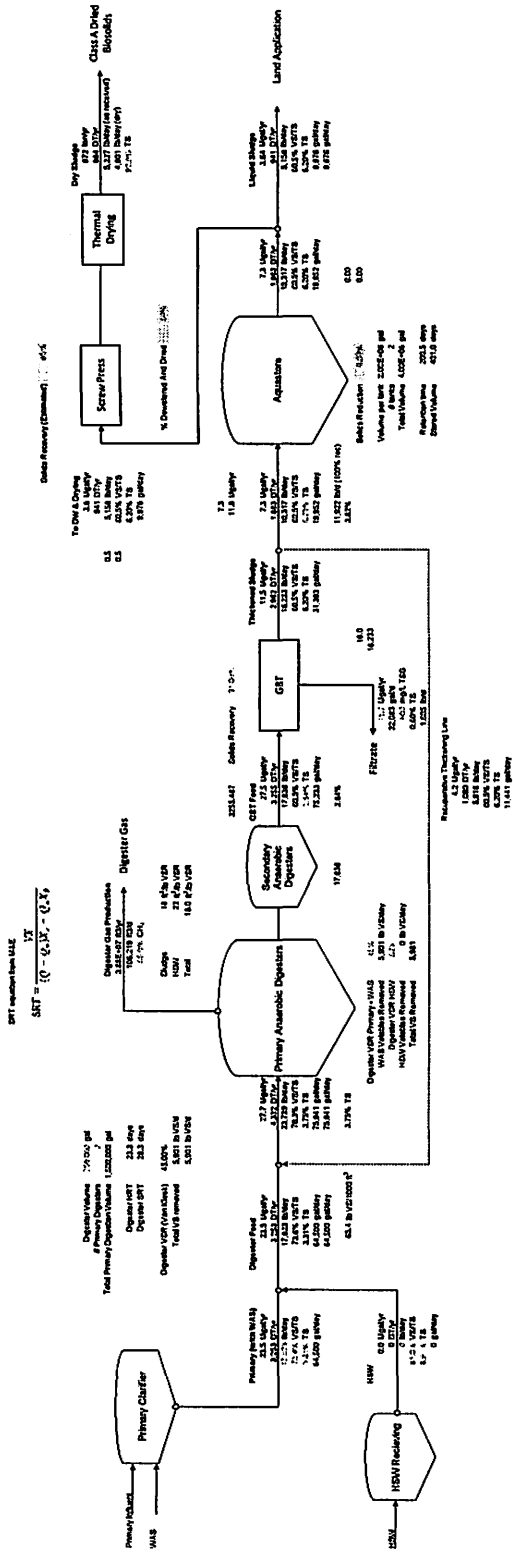
		Baseline HSW Receiving	Eliminate HSW Receiving	Cost Effective HSW Receiving	Units	
Primary + WAS	Mass Load	17,800	17,800	17,800	lb/d	
	Volatile Solids	74%	74%	74%	VS/TS	
	Total Solids	3.3%	3.3%	3.3%	TS	
HSW	Volumetric Loading	64,400	64,400	64,400	gpd	
	Mass Load	32,900		16,450	lb/d	
	Volatile Solids	81%		81%	VS/TS	
Digester Feed	Total Solids	8.0%		8.0%	TS	
	Volumetric Loading	44,300		22,100	gpd	
	Mass Load	50,700	17,800	34,250	lb/d	
Digester Performance	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	
Thickening	Primary +WAS VSR	45%	45%	45%		
	Primary +WAS Gas Production	18	18	18	n <sup>3</sup> /lb VSR	
	HSW VSR	62%	62%	62%		
	HSW Gas Production	22	22	22	n <sup>3</sup> /lb VSR	
	Total Volatiles Removed	22,420	5,880	14,150	lb VS/d	
	Total VSR	56%	45%	54%		
	Total Gas Production	470,000	108,000	288,000	n <sup>3</sup> /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%		
Digested Sludge to Aqueous	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
Sludge to Dewatering and Drying	Volatile Solids	61%	61%	61%		
	Volumetric Loading	49,500	19,900	34,800	gpd	
	Aqueous Volume	4	4	4	million gal	
	Storage Days	81	201	115	days	
	Amount to Dewatering/Drying	50%	50%	50%		
	To Dewatering	12,800	5,200	9,000	lb/d	
	To Dewatering	2,300	900	1,600	DT/yr	
	Dewatered Solids	2.300	900	1,600	DT/yr	Target with new screw press
	Dewatering Capture Rate	22%	22%	22%		
	Polymer Consumption	95%	95%	95%		
Energy	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	
		Baseline HSW Receiving	Eliminate HSW Receiving	Cost Effective HSW Receiving		
	Energy Content in Biogas	943,500	212,800	578,200	Therms/yr	
	Electricity from 200 kW MT	8400	3600	8400	MWh/d	1.414 Btu/kWh conversion
	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	5500		1200	MWh/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	108,700	Therms/yr		
Gas Flared	43,300	9,800	26,500	Therms/yr		
% Gas Flared	5%	5%	5%			
Energy Input Baseline	275,000	275,000	275,000	Therms/yr		
Digester Heating Savings	-40,400	-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	105,800	180,400	Therms/yr		
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 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	61,200	78,300	Therms/yr		
Digester Boiler Efficiency	85%	85%	85%			
Natural Gas Input	62,900	72,000	69,800	Therms/yr		

BPT equation used:  $SRT = \frac{V}{Q \cdot (X - X_r)}$



From Email from Dr. ...  
 • Recuperative Thickening: The total annual volume of water removed via recuperative thickening is below.

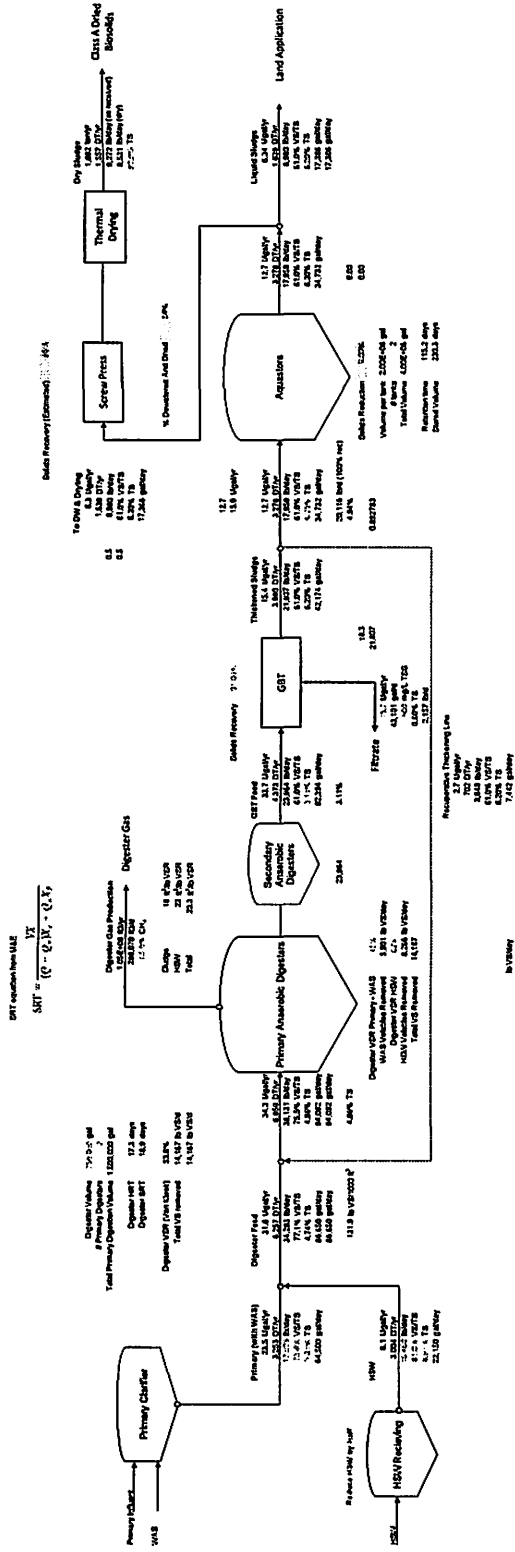
- o 2014 18.0MAG 19 legal
- o 2015 22.6MAG 22.64 legal
- o 2016 22.6MAG 18.81 legal
- o 2017 18.6MAG 18.8



From End Use Data

- Recuperative Thickening: The total annual volume of water removed via recuperative thickening is below.

© 2014 18.0MAG  
 © 2015 22.6MAG  
 © 2016 18.6MAG



- From Client from Client
- Recuperative Thickening: The total annual volume of water removed via recuperative thickening is below.
  - 2014 18.0MG
  - 2015 22.0MG
  - 2016 18.0MG

## Appendix C Cost Model

**Appendix C  
Cost Model**

Process Impacts	Baseline Alternative			Eliminate HSW Alternative			Refined HSW Receiving Alternative		
HSW Load		44,300 gal/day			0 gal/day			22,100 gal/day	
Digester V&B and Digester Gas Production	546	kWh/d	470,000 CF/d	45%		106,000 CF/d	54%		288,000 CF/d
700 kW Microturbine Electrical Production	8400	kWh/d		3600	kWh/d		8400	kWh/d	
30 kW Microturbine Electrical Production	5500	kWh/d					1200	kWh/d	
Digester Heating Requirements	1.3	MMBtu/h	Sludge & HSW	0.8	MMBtu/h	Sludge Only	1.1	MMBtu/h	Sludge & HSW
Digester Electrical Requirement	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 Volume per Digester	0.75	Mgal		0.75	Mgal		0.75	Mgal	
Active Digesters in Service	4			3			3		
Natural Gas Used	82,900	Therms/yr		72,000	Therms/yr		89,800	Therms/yr	
Solids to Thickening	30,100	lb/d	w/ recup thickening	17,800	lb/d	w/ recup thickening	24,000	lb/d	w/ recup thickening
Thickening Energy Consumption	1.0	kw/DT	estimated	1.0	kw/DT	estimated	1.0	kw/DT	estimated
Polymer Required for Thickening	4.4	lb/DT active	44% Active	4.4	lb/DT active	44% Active	4.4	lb/DT active	44% Active
Solids to Aquestore	50,000	gpd		20,000	gpd		35,000	gpd	
Aquestore Tank Capacity	4 Mgal		80.0 days	4 Mgal		200.0 days	4 Mgal		114.3 days
Solids to LA vs. Dewatering & Drying	50%			50%			50%		
Solids to Dewatering & Drying	17,800	lb/d		5,200	lb/d		9,000	lb/d	
Polymer Required for Dewatering	38.0	lb/DT active	44% Active	38.0	lb/DT active	44% Active	38.0	lb/DT active	44% Active
Dewatering Energy Consumption	10.0	kw/DT	Huber Factor	10.0	kw/DT	Huber Factor	10.0	kw/DT	Huber Factor
Dewatered Total Solids	22%	TS		22%	TS		22%	TS	
Dry Total Solids	92%	TS		92%	TS		92%	TS	
Evaporative Load	7,600	ton/yr		3,000	ton/yr		5,300	ton/yr	
Dryer Electrical Energy Efficiency	0.037	kw/lb H2O evap	Est. from Historical Data	0.037	kw/lb H2O evap	Est. from Historical Data	0.037	kw/lb H2O evap	Est. from Historical Data
Class B Liquid Biosolids to land application	25,000	gpd		10,000	gpd		17,500	gpd	
Class A Biosolids beneficially used	2,412	ton/yr		980	ton/yr		1,696	ton/yr	

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
<b>Receiving Station</b>	\$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									
<b>Digester Upgrades</b>	\$1,800,000			\$430,000			\$430,000		
Operating Labor Expenses			\$0			\$0			\$0
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$54,400			\$40,800			\$40,800
<b>Thickening</b>	\$0			\$0			\$0		
Operating Labor Expenses		7	\$15,142		4.1	\$8,955		5.6	\$11,074
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$549			\$325			\$438
Polymer			\$44,451			\$26,287			\$35,443
<b>Microturbines</b>	\$1,000,000			\$0			\$700,000		
Total Expenses			\$47,748			\$47,748			\$47,748
Oil & Media - 30kW			\$10,092			\$10,092			\$7,018
Maintenance Labor Expenses - 30kW		3	\$6,573			\$0			\$1,315
Oil & Media - 100kW			\$9,426			\$9,426			\$9,426
Maintenance Labor Expenses - 200kW		3	\$5,450		3	\$5,450		3	\$5,450
Electrical Production(negative cost)			(\$907,390)			(\$187,400)			(\$350,450)
Natural Gas Requirements			\$37,305			\$32,400			\$40,410
<b>Sludge Dewatering</b>	\$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			\$183,251			\$64,323			\$114,788
<b>Sludge Drying</b>	\$0			\$0			\$0		
Operating Labor Expenses		10.5	\$27,714		4.3	\$8,227		7.4	\$15,971
Maintenance Labor Expenses			\$0			\$0			\$0
Electrical Expenses			\$56,240			\$32,200			\$39,220
HSW Tipping Fee Revenue (negative cost)			(\$49,509)			\$0			(\$34,200)
Class B Liquid Land Application Expense			\$278,750			\$109,500			\$191,625
Class A Dried Biosolids Application Revenue			(\$24,122)			(\$9,799)			(\$16,961)
<b>TOTAL</b>	\$4,400,000	38	\$301,895	\$430,000	14	\$244,539	\$7,430,000	28	\$194,757
Net Present Value	\$4,400,000		\$1,637,547	\$430,000		\$1,983,430	\$7,430,000		\$1,579,657
<b>Total Net Present Value (capital &amp; operating)</b>			\$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 (\$/kw-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



III

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. July 17, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for additional design services related to the railroad crossing and additional reporting related to extending the project limits for the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for the proposed sum of \$13,475.46 of which the Federal share is \$10,780.37 and of which the City of Sheboygan's share is \$2695.09.

RESOLVED: That the appropriate City Officials execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for additional design services related to the railroad crossing and additional reporting related to extending the project limits for the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for the proposed sum of \$13,475.46 of which the Federal share is \$10,780.37 and of which the City of Sheboygan's share is \$2695.09.

47533140-631200            \$2695.09

*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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to enter into an agreement between the City of Sheboygan, State of Wisconsin and McMahon Associates, Inc

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

---

**REPORT DATE:** July 12, 2017      **MEETING DATE:**

---

**FISCAL SUMMARY:**

Budget Line Item:            47533140-631200  
Budget Summary:            Capital Improvement Fund  
Budgeted Expenditure:  
Budgeted Revenue:

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

McMahon Associates, Inc is designing the reconstruction of North Avenue between Calumet Drive and North 15<sup>th</sup> Street. This is a project being designed and constructed in accordance with Wisconsin Department of Transportation requirements. During McMahon's design of the project coordination with Union Pacific Railroad was required for the design of the railroad crossing. During this coordination it was determined that additional alternate designs were required for railroad coordination. This amendment address the costs involved with the additional design services required.

Additionally, the project limits were extended from approximately 150' west of 15<sup>th</sup> Street to, but not including, the intersection with North 13<sup>th</sup> Street. Due to the extension, additional title and plat services are required. This amendment address the costs involved with the additional services required.

This document authorizes the department to execute an amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for McMahon Associates, Inc to perform the required work.

**STAFF COMMENTS:**

A hearing was held with Office of Commission of Railroads (OCR) earlier this year. Representatives from the Wisconsin Department of Transportation, McMahon Associates, the City of Sheboygan and the Union Pacific Railroad were in attendance. As part if this

hearing it was concluded that additional design alternatives were required before Union Pacific Railroad would agree with the redesign of the railroad crossing.

The project limits were extended to provide an improved roadway section to safely accommodate vehicle traffic, bike lanes and parking on North Avenue between North 15<sup>th</sup> Street and North 13<sup>th</sup> Street.

**ACTION REQUESTED:**

Approve Resolution.

**ATTACHMENTS:**

- I. Amendment Attached.

**AMENDMENT NO.4 TO THE CONTRACT**  
BETWEEN City of Sheboygan (MUNICIPALITY),  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND McMAHON (CONSULTANT) FOR

Project ID 4996-01-78  
C Sheboygan, North Ave  
Calumet Dr to 15<sup>th</sup> St  
Local Street  
Sheboygan County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated June 9, 2015, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

- The Office of the Commissioner of Railroads (OCR) public hearing for the two crossings within the project limits has been completed. The OCR has determined that since the DEPARTMENT and the Union Pacific Railroad could not reach an agreement on the proposed crossing improvements, both parties would need to continue working together to reach a consensus on the final improvements required for the crossings. The DEPARTMENT has requested that additional design services be performed to develop a design alternative that can be mutually agreed upon by the Union Pacific Railroad, the MUNICIPALITY, and the DEPARTMENT.
- The DEPARTMENT has requested that 15 additional property owners be consulted as part of the preparation of the Assessment of Effects document. This is due to the project being extended to 13<sup>th</sup> Street.
- The DEPARTMENT has requested that additional title report services be performed for the project.
- The DEPARTMENT has requested additional plat preparation services for the section of the project between 15<sup>th</sup> Street and 13<sup>th</sup> Street.

Actual costs to the CONSULANT up to \$259,958.26 (an increase of \$7,583.46), plus a fixed fee of \$18,695.99 (an increase of \$549.31), not to exceed \$278,654.25 (an increase of \$8132.77).

For historical resources DOE services subcontracted to Heritage Research, LTD, the CONSULTANT's actual cost to Heritage Research, LTD based on Heritage Research's actual cost up to \$20,175.25 (an increase of \$903.49), plus a fixed fee of \$1,952.19 (an increase of \$89.20) not to exceed \$22,127.44 (an increase of \$992.69).

For title report services subcontracted to Classic Title Services, the CONSULTANT'S actual cost to Classic Title Services not to exceed \$8,100 (an increase of \$4,350) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (0 tax key numbers, a decrease of 4)	Each	\$150.00 (no change)
Letter Reports (54 tax key numbers, an increase of 12)	Each	\$75.00 (no change)
Expand Letter Reports to 60 year Title Reports (18 tax key numbers, an increase of 18)	Each	\$75.00
Updates to Letter Reports (54 tax key numbers, an increase of 54)	Each	\$50.00

For environmental database services subcontracted to Environmental Data Resources, the CONSULTANT'S actual cost to Environmental Data Resources not to exceed \$390.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
Standard Package	Lump Sum	\$350.00 (no change)
Sanborn Sets (2 req'd)	Each	\$20.00 (no change)

For subsurface investigation services subcontracted to River Valley Testing, the CONSULTANT'S actual cost to River Valley Testing not to exceed \$5,520.00 (no change).

For phase 1 archaeological investigation subcontracted to Archaeological Research, Inc., the CONSULTANT'S actual cost to Archaeological Research, Inc. based on Archaeological Research's actual cost up to \$2,221.20 (no change), plus a fixed fee of \$214.50 (no change) not to exceed \$2,435.70 (no change).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$317,227.39 (an increase of \$13,475.46).

The DEPARTMENT REPRESENTATIVE is: Rich Glen, P.E., Northeast Region Management Consultant; JT Engineering, 1077 Centennial Centre Blvd., Hobart, WI 54155; [richglen@it-engineering.com](mailto:richglen@it-engineering.com); (920) 468-4771.

The MUNICIPALITY REPRESENTATIVE is Ryan Sazama, City Engineer; City of Sheboygan, 2026 New Jersey Avenue, Sheboygan, WI 53081; [ryan.sazama@sheboyganwi.gov](mailto:ryan.sazama@sheboyganwi.gov); (920)459-3485.

The CONSULTANT REPRESENTATIVE is: Michael R. Simon, P.E., Project Manager, McMAHON; 1445 McMahan Drive, Neenah, WI 54956; [msimon@mcmgrp.com](mailto:msimon@mcmgrp.com); 920-751-4200.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: \_\_\_\_\_  
Michael R. Simon

By: \_\_\_\_\_

Title: Project Manager \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS**

**VI. SPECIAL PROVISIONS**

**SCOPE OF SERVICES**

**D. RAILROAD/UTILITY INVOLVEMENTS**

**(1) Railroad Negotiations/Agreements**

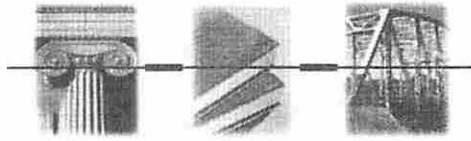
This special provision is amended to include the following:

- (c) The CONSULTANT shall perform post-OCR hearing tasks as directed by the DEPARTMENT.**

**L. PLATS**

This special provision is modified as follows:

- (6) Up to 54 title letter reports with up to 18 of these title letter reports expanded to 60 year title reports, and up to 54 title report updates, shall be prepared for the properties or premises through which the Right of Way for the PROJECT is to be acquired.**



HERITAGE RESEARCH, LTD.

07 June 2017

Mr. Mike Simon, P.E.  
McMahon Associates, Inc.  
1445 McMahon Drive  
P.O. Box 1025  
Neenah, WI 54957-1025

RE: WisDOT #4996-01-78 (Amendment #4)  
North Avenue  
Calumet Drive to 13<sup>th</sup> Street  
City of Sheboygan  
Sheboygan County

Dear Mike,

You and I have been discussing that this project, which originally extended east of 15<sup>th</sup> Street by one commercial property and two houses (on each side of the street) and will now be pushed east to 13<sup>th</sup> Street. That means fifteen additional properties in the Historic District will need to be addressed in the Determination of No Adverse Effect. This letter constitutes HRL proposal for that supplemental work.

The additional work will be very straight forward. The fifteen properties will need to be addressed in the description of historic resources section of the anticipated document. The property owners will also have to be consulted as we seek to learn what concerns, if any, they might have about the project and its ability to affect the character of their historically significant houses.

Accordingly does HRL propose to complete the Assessment of Effects Addendum for a fee based on time and expenses not to exceed an actual cost of \$903.49, plus a fixed fee of \$89.20 for a total of \$992.69 – a breakdown of which is provided in Page 2/Attachment A of this letter. Thus will the total for this project not exceed a combined actual cost of \$20,175.25 (an increase of \$903.49), plus a combined fixed fee of \$1,952.19 (an increase of \$89.20), for a combined total of \$22,127.44 (an increase of \$992.69). Please be assured that, if we can complete these efforts for less, we will.

It is a pleasure providing you with this supplemental proposal, Mike!

Yours truly,

John N. Vogel, Ph.D.

attachment

**HISTORICAL/ENVIRONMENTAL CONSULTANTS**

**WisDOT ID #4996-01-78 (Amendment #4)**

Mr. Mike Simon, P.E.

07 June 2017

Page 2

Attachment A

**Assessment of Effects Document Addendum**

**FEE COMPUTATION SUMMARY**

**WisDOT ID #4996-01-78**

**North Avenue**

**Calumet Drive to 13<sup>th</sup> Street**

**City of Sheboygan**

**Sheboygan County**

**Assumptions:** With the extension of the North Avenue project to 13<sup>th</sup> Street, fifteen additional properties in the North Avenue Residential Historic District will need to be addressed in the anticipated Determination of No Adverse Effect.

**1. Direct Labor Cost (Activity code 769)**

Sr. Historian (Vogel)

10 hours x \$43.25/hr

\$ 432.50

**2. Indirect Costs**

\$432.50 x .9344

404.12

**Subtotal (lines 1 & 2)**

836.62

**3. Fixed Fee**

$([432.50 \times 1.5] + 432.50 \times .0825 = 89.20)$

89.20

**4. Direct Charges (Reimbursables)**

Miscellaneous Mileage (1 additional trip: 125 miles @ .535mile)

66.87

**5. Fee Proposed**

**\$992.69**

# CLASSIC TITLE SERVICES, LLC

601 North Fifth Street  
Sheboygan, WI 53081

McMahon Engineers  
Douglas E Woelz - PLS  
P.O. Box 1025 Neenah, WI. 54957-1025  
1445 McMahon Dr. Neenah, WI. 54956  
Ph. 920-751-4200, Fax 920-751-4284  
E-mail: [dwoelz@mcmgrp.com](mailto:dwoelz@mcmgrp.com)

Project ID 4996-01-78  
C Sheboygan, North Ave  
Calumet Dr to 15th S  
Local Street  
Sheboygan County

May 24, 2017

Dear Doug;

The quote for 18 Title Report expanded to 60 year Title Report searches is an additional \$75.00 each to expand (for a total of \$1,350.00) (all copies included in said quote). This includes:

- a) Current Property Deed,
- b) Property owners name, c) Tax bill: Property address, and
- d) Easements with attachment
- e) To be completed approx. 90 days from authorization

The Quote for 12 Letter Reports is \$75.00 each (for a total of \$900.00). These consist of Title Deed forward searches. It will show title vesting, legal, tax info, mortgages and other liens/judgments. It does not include easements of record.

The Quote for 54 Letter Report updates is \$50.00 each per parcel with a limit of 4 updates each, (for a total of \$2,700.00). These consist of Title Deed forward search. It will show title vesting, legal, tax info, mortgages and other liens/judgments. It does not include easements of record.

The original contract included 4-60 year searches at \$150.00 each. This item will be deleted from the contract (for a total of -\$600.00).

This quote is in addition to our previous proposal dated April 23, 2015. The total cost for all services for this project is \$8,100.00. (an increase of \$4,350.00)

The project is for North Ave from Calumet Drive to 350' West of N. 13<sup>th</sup> St City of Sheboygan, Sheboygan County WI. And is about 3350 feet long

Thank you for giving Classic Title Services, LLC the opportunity to working with you again.  
Regards,

Hollie R. O'Neil  
Owner  
Classic Title Services, LLC  
601 North Fifth Street  
Sheboygan, WI 53081  
Telephone: (920) 783-0318/Fax: (920) 783-0203  
Website: [www.myclassictitle.com](http://www.myclassictitle.com)/E-mail: [hollie@myclassictitle.com](mailto:hollie@myclassictitle.com)



Project ID 4996-01-78; Amendment No. 4  
 C Sheboygan, North Ave  
 Calumet Dr to 15th St  
 North Avenue  
 Sheboygan County  
 Summary of Staff Hours and Direct Labor Costs

CLASS		Project Manager - MRS		Engineer -JGF		Senior Surveyor- DEW		Engineering Technician - MJA		Total Direct Labor	
Avg. Hourly Wage		\$47.35		\$29.00		\$30.83		\$29.63			
Task	Act. Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Design-RW-Plats Development	745		\$0.00		\$0.00	4.0	\$123.32	24.0	\$711.12	28.0	\$834.44
Post OCR Public Hearing Design Services	746	8.0	\$378.88	50.0	\$1,450.00		\$0.00		\$0.00	58.0	\$1,828.88
<b>Total</b>		8.0	\$378.88	50.0	\$1,450.00	4.0	\$123.32	24.0	\$711.12	86.0	\$2,663.32



**Project ID 4996-01-78; Amendment No. 4**  
**Calumet St to 15th St**  
**North Ave**  
**Sheboygan County**  
**Direct Expenses By Item For Design Services**

<b>Item</b>	<b>Unit Amount</b>	<b>Unit Type</b>	<b>Rate</b>	<b>Total Expenses</b>
Computer - CAD	24	hour	\$15.00	\$360.00
<b>Subtotal</b>				<b>\$360.00</b>



**Project ID 4996-01-78; Amendment No. 4**  
**Calumet Dr to 15th St**  
**North Ave**  
**Sheboygan County**  
**Fee Computation Summary By Engineering Task**

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Design-RW-Plats Development	745	\$834.44	\$1,428.73	\$172.10	\$240.00	\$2,675.27
Post Railroad OCR Public Hearing Design Services	746	\$1,828.88	\$3,131.41	\$377.21	\$120.00	\$5,457.49
<b>Total</b>		<b>\$2,663.32</b>	<b>\$4,560.14</b>	<b>\$549.31</b>	<b>\$360.00</b>	<b>\$8,132.77</b>

Home Office Indirect Rate = 1.7122  
 Fixed Fee = 8.25%

Note - Fixed fee calculated using a 1.50 indirect rate.



Project ID 4996-01-78; Amendment No. 4  
 Calumet Dr to 15th St  
 North Ave  
 Sheboygan County  
 Consultant Contract Total Fee Computation for Design Services

Project I.D. 4996-01-78	Original Contract	Original Contract "If authorized"	Amendment No. 1	Amendment No.2	Amendment No.3 Authorized	Amendment No. 3 If Authorized	Amendment No. 4	Total Contract
<b>Design Services</b>								
Number Of Staff Hours	2,219.0	252.0	5.0	5.0	524.0	-252.0	86.0	2,839.0
1. Total Direct Labor	\$70,010.63	\$7,879.98	\$203.27	\$203.27	\$17,566.86	-\$7,879.97	\$2,663.32	\$90,647.36
2. Total Indirect Costs	\$123,218.71	\$13,868.77	\$403.29	\$348.04	\$30,077.97	-\$13,868.77	\$4,560.14	\$158,608.14
Fixed Fee	\$14,439.69	\$1,625.25	\$41.92	\$41.92	\$3,623.15	-\$1,625.25	\$549.31	\$18,695.99
Non-Labor Direct Charges	\$9,030.63	\$83.37	\$0.00	\$0.00	\$1,312.13	-\$83.37	\$360.00	\$10,702.76
<b>Subtotal</b>	<b>\$216,699.66</b>	<b>\$23,457.36</b>	<b>\$648.48</b>	<b>\$593.23</b>	<b>\$52,580.11</b>	<b>-\$23,457.36</b>	<b>\$8,132.77</b>	<b>\$278,654.25</b>
Subcontract 1 (Classic Title)	\$3,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,350.00	\$8,100.00
Subcontract 2 (River Valley Testing)	\$5,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,520.00
Subcontract 3 (Env. Data Resources)	\$390.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$390.00
Subcontract 4 (Heritage Research, LTD)	\$0.00	\$0.00	\$5,658.28	\$8,361.53	\$7,114.94	\$0.00	\$992.69	\$22,127.44
Subcontract 5 (Archaeological Research, Inc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$2,435.70	\$0.00	\$0.00	\$2,435.70
<b>Subcontract Total</b>	<b>\$9,660.00</b>	<b>\$0.00</b>	<b>\$5,658.28</b>	<b>\$8,361.53</b>	<b>\$9,550.64</b>	<b>\$0.00</b>	<b>\$5,342.69</b>	<b>\$38,573.14</b>
<b>Contract Total</b>	<b>\$226,359.66</b>	<b>\$23,457.36</b>	<b>\$6,306.76</b>	<b>\$8,954.76</b>	<b>\$62,130.75</b>	<b>-\$23,457.36</b>	<b>\$13,475.46</b>	<b>\$317,227.39</b>

Home Office Indirect Rate= 1.7122  
 Fixed Fee = 8.25%

Note- Fixed Fee calculated using an indirect rate of 1.50



**Project ID 4996-01-78; Amendment No. 4  
 Calumet Dr to 15th St  
 North Ave  
 Sheboygan County  
 Consultant Contract Direct Labor Detail**

Classification	Current Rate 2017	Pay Increase Percent	New Pay Rate	Date of Annual Increase	% Work At Current Rate	% Work At Increased Rate	Weighted Average Hourly Rate
Project Manager/Engineer - MRS	\$47.36	0.00%	NA	NA	100.00%	0.00%	NA
Engineer - JGF	\$29.00	0.00%	NA	NA	100.00%	0.00%	NA
Senior Surveyor-DEW	\$30.83	0.00%	NA	NA	100.00%	0.00%	NA
Engineering Technician-MJA	\$29.63	0.00%	NA	NA	100.00%	0.00%	NA

**Project Staff**

- Mike Simon (MRS) = Project manager/engineer
- Josh Frewerd (JGF) = Engineer
- Doug Woelz (DEW) = Senior Surveyor
- Marty Abing, MJA = Engineering Technician

**Contract Completion Date = May 1, 2019**

III

Res. No. \_\_\_\_\_ - 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*

\_\_\_\_\_

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

**AGREEMENT**

**COPY**

**BETWEEN THE CITY OF SHEBOYGAN**

**AND**

**SHEBOYGAN AREA SCHOOL DISTRICT**

**THIS AGREEMENT**, made this 17 day of August, 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.

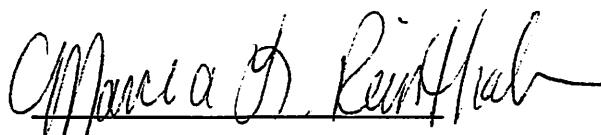
7. Nothing contained herein and agreed to by these parties shall abrogate the CITY'S responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the five(5) assigned liaison officers as required by federal, state or local law.

**IN WITNESS WHEREOF**, the parties hereunto have set their hands and seals the day and year first above written.

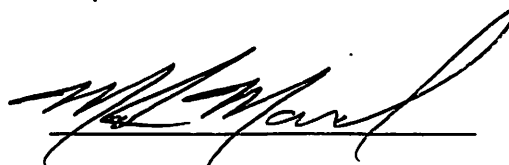
FOR THE CITY

FOR THE DISTRICT

  
\_\_\_\_\_  
Michael J. Vandersteen  
Mayor

  
\_\_\_\_\_  
Patricia D. Reinthal  
Board President


  
\_\_\_\_\_  
Susan Richards  
City Clerk

  
\_\_\_\_\_  
Board Member

COUNTERSIGNED:

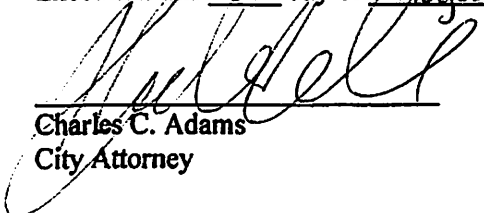
COUNTERSIGNED:

  
\_\_\_\_\_  
Nancy Buss  
Finance Director

  
\_\_\_\_\_  
Joseph Sheehan  
Superintendent

This Agreement is authorized by and in accordance with Res. No. 45-17-18.

Examined and Approved as to Form and Execution this 21 day of August, 2017.

  
\_\_\_\_\_  
Charles C. Adams  
City Attorney

III

Res. No.     - 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*

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

III

Res. No. \_\_\_\_\_ - 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 Wks*

\_\_\_\_\_

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

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

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

III

**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.

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**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 Blitmore 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 4<sup>th</sup> 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.

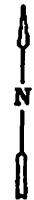
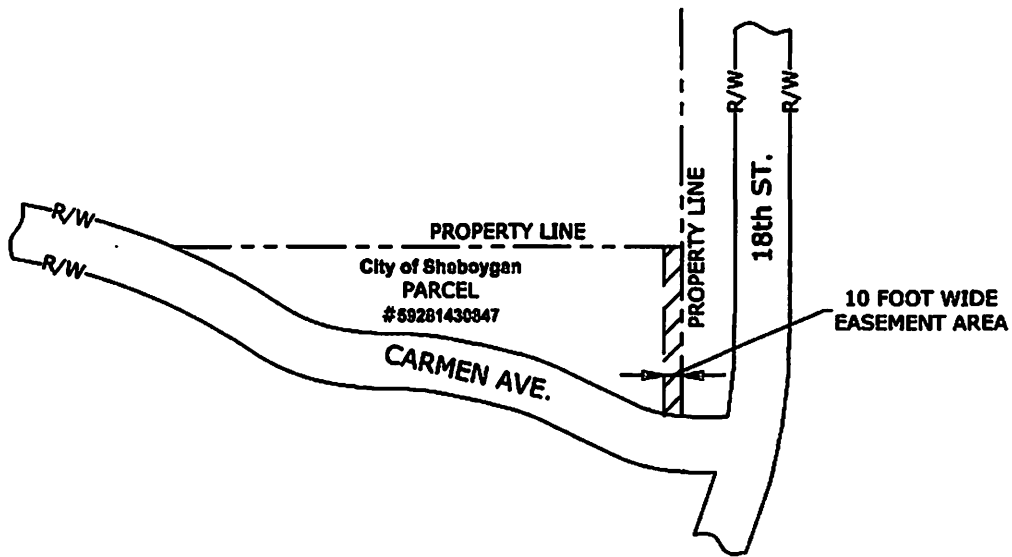
Being a part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 3, Township 14 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, Wisconsin.

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

**VI**

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING. July 17, 2017.

Your Committee to whom was referred R. O. No. 69-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2019; recommends that Beverage Operator's License application #1704 (Michael D. Elias) be denied based upon his record of violations related to the licensed activity, his history as a habitual law offender, and his failure to cooperate with the Committee.

*meg*

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

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

R. O. No. 69 - 17 - 18. By CITY CLERK. June 19, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

*Law & Lis  
7/3/17 - grant  
all licenses  
except hold Elias*

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

TRANSFER-PERSON TO PERSON

Dawn Fetterer is replacing Kevin Fetterer as agent effective immediately for 4<sup>th</sup> Street Tap LLC located at 520 N. 4<sup>th</sup> St. and also Union Avenue Tap LLC located at 1401 Union Avenue.

CHANGE OF AGENT

Shannon M. Reese is replacing Curt Schaefer as agent effective immediately for Northstar Bar located at 3004 N. 8<sup>th</sup> St.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2273	Braveheart Pub	2120 Calumet Dr. - Three day event to be held July 13,14&15 2017 to include parking South of building. Three day event to be held September 1, 2 & 3 2017 to include parking South of building.

CLASS "A" LIQUOR LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3132	Pick N Save #6432	1317 N. 25 <sup>th</sup> St.
3133	Pick N Save #6433	2625 S. Business Dr.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai	1402 S. 8 <sup>th</sup> St.

CLASS "C" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai	1402 S. 8 <sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9909	Beaster, Crystallena M.	113 Bryant Ct.
1717	Bhandari, Naresh	916 Mulberry Lane, Kohler
1712	Cabella, Madilyn R.	1211A Union Ave.
1704	Elias, Michael D.	1118 Bell Ave.
1719	Helling, Christi L.	507 Niagara Ave.
1709	Jacques, Brooke A.	4419 Country Ln., Manitowoc
1715	Jensterle, Alisha N.	2436 N. 22 <sup>nd</sup> St.
1718	Lorenz, Erica	N6041 State HWY 32, Sheb. Falls
1713	Musil, Robert C.	762 Iroquois Trail, Sheb. Falls
1720	Tappendorf, Audrey A.	1541A Main Avenue
1705	Tremblay, Sara A.	728 Superior Ave.
1706	Tymm, Laura E.	18705 Mueller Rd., Kiel
1710	Yang, Kong Meng	1410 N. 13 <sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
6261	Alcala, Norma L.	1820 N. 19 <sup>th</sup> St.
0352	Alexander, Christian V.	2436 N. 22 <sup>nd</sup> St.
5511	Anderson, Maureen F.	250 Auburn Dr., Sheb. Falls
7544	Antonie, Deborah C.	1026 N. 4 <sup>th</sup> St.
7500	Antonie, Thomas J.	1026 N. 4 <sup>th</sup> St.
9438	Billmann, Judith L.	2704 S. 19 <sup>th</sup> St.
9920	Brickson, Stephan J.	3232 S. 11 <sup>th</sup> St.
1158	Burke, Jacklyn J.	909 Ontario Ave.
5340	Call, Matthew D.	1617 N. 35 <sup>th</sup> St.
0293	Dodge, Evelyn V.	3952 Meadowbrook Ct. #C
5860	Firgens, Todd C.	1828 S. 12 <sup>th</sup> St.
5937	Franzen, Michael R.	N3007 Dykstra Rd., Lima
5479	Gahiji II, Tariak T.	719 Huron Ave.
4520	Harden, Jessica L.	1227 N. 38 <sup>th</sup> St.
1681	Krajniak, Melody A.	1332 N. 15 <sup>th</sup> St.
8388	Lawrence, Carole A.	5308 Morning Dove Cove
0938	Loose, Scott L.	2316 S. 14 <sup>th</sup> St.
0252	Lucarelli, Brenda S.	222 Superior Ave.
8289	Madson, James A.	2830 S. 22 <sup>nd</sup> St.
0909	Pfund, Brooke M.	512 N. 8 <sup>th</sup> St. #303
0882	Powers, William K. (Club)	W3089 State Rd. 28, Sheb. Falls
0978	Prueter, Keri L.	1604 S. 14 <sup>th</sup> St.
7805	Reiner, Michael G.	2419 N. 29 <sup>th</sup> St.
1072	Rietbrock, Jennifer L.	W4412 CTY RD EH, Elkhart Lake
0313	Ritt, Sylvia L.	1134 Millersville Ave, How. Grove

8860 Santana, Susan M.	2724 Main Ave.
1075 Strean, Stephanie M.	4136 N. Field Dr.
0100 Toeller, Stephen J.	151 Van Altena Ave., Cedar Grove
0881 Tryba, Michael A.	2413 S. 12 <sup>th</sup> St.
8927 Udovich, Kendra L.	1226 Main Ave.
6231 Uribe, Silvia	815A Bluff Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0677	Perez-Velo, Erik F.	1623 Saemann Ave.
1716	Tucker, David L.	710 Pennsylvania Ave.

VII

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING. July 17, 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, 2017 and June 30, 2019; recommends that the permanent Change of Premise application of Alcohol Beverage License #3117 (Harbor Lights Two) be denied due to improper description of premises.

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



Gen. Ord. No.       - 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."

*1 suspend*  
*1 Ord pass*



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.

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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

~~VI~~

5.1

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

III



**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](mailto: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 "Emily Stewart".

Emily Stewart  
Associate Planner

Enc.



# STEWARDSHIP GRANT AGREEMENT



<b>SPONSOR:</b>	Sheboygan County
<b>APPLICANT:</b>	City of Sheboygan
<b>PROJECT SCOPE AND DESCRIPTION OF PROJECT:</b>	Project Development: Kiwanis Park ADA canoe/kayak launch
<b>PERIOD COVERED BY THIS AGREEMENT:</b>	June 30 <sup>th</sup> , 2017 – June 30 <sup>th</sup> , 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.



# STEWARDSHIP GRANT AGREEMENT



<b>SPONSOR:</b>	Sheboygan County
<b>APPLICANT:</b>	City of Sheboygan
<b>PROJECT SCOPE AND DESCRIPTION OF PROJECT:</b>	Project Development: Kiwanis Park ADA canoe/kayak launch
<b>PERIOD COVERED BY THIS AGREEMENT:</b>	June 30 <sup>th</sup> , 2017 – June 30 <sup>th</sup> , 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.
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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.

III

Other Matters

9.1

R. O. No. 100 - 17 - 18. By CITY CLERK. July 17, 2017.

Submitting a communication from Mary Faydash sharing her thoughts regarding the zoning and annexation.

pegg

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City Clerk

## Richards, Susan

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**From:** Mary Faydash <mary.faydash@gmail.com>  
**Sent:** Friday, July 14, 2017 8:10 AM  
**To:** Richards, Susan  
**Subject:** For inclusion in the July 17, agenda. Thank you

July 13, 2017

City of Sheboygan Commom Council

Dear Alderperson,

I would like to share a few thoughts as you prepare to vote on zoning and annexation.

The issue for Friends of the Black River Forest since the Kohler Company deceived the Wilson Board to obtain a liquor license and had a secret meeting with the Town of Wilson Chairman, is that honest and transparent government is necessary to insure everyone, not just those with money, is represented and heard.

FBRF sent you a letter documenting our research into the way the Kohler Company does business. Recently we see that the annexation opinion of the DOA was tainted with political favoritism. Since Darrell Hofland was invited to the private meeting we assume City Management knew of the Walker-Kohler-DOA- City of Sheboygan collusion to influence the annexation opinion. Add to that a recent letter from Dinah Federer showing that Kohler's contentious annexation plan was going on in secret with its first crucial purchase in October, 2014. Kohler kept the Town involved in legal conversations which depleted the Town's fees it had received for consultant use. Acting in good faith the Town has been waiting patiently for almost 4 years to have Kohler complete anything regarding its CUP application . With great fanfare Kohler announced it had completed the Wetland Permit Application only to receive a letter from a DNR staff scientist that it actually should go back to the drawing board. The contentious annexation was launched April 28.

What is it that this City has to hear to care that an annexation vote endorses this developer's deceptive tactics to avoid following the rules? The Company asked the Governor to smooth the regulatory path for the proposed golf course. Let me explain what this means. This is a request to bypass permit requirements required for stormwater management, sediment dumping, and a host of other activities that affect the water and shore. FBRF has documented where this has occurred. People have become sick throughout the state because of the DNR management loosening restrictions on CAFOs and high capacity wells without any follow up of violations.

<http://www.superiortelegram.com/news/wisconsin/4296948-groundwater-concerns-floated-wisconsin-reduces-well-regulations>

Permits exist to protect people. Non-determination of current contamination of the Sheboygan shoreline and adding 247 acres of pesticides will result in people getting sick. There are consequences to political favors.

What is it the City has to hear to bring it back to open governance for all the people? I've received replies that this is the only way Sheboygan can grow. We are only responsible to our constituents. Neither of these statements is based on the realization that this decision does not happen in a bubble. It would be nice if you could keep the consequences of your decisions within the confines of the city. Just as Kohler cannot keep the impacts of deforestation, changing the entire topography and hydrology of his land in a bubble, neither can you.

While you may not know or care about the eventual impacts to public health or the Lake, you do know what it means to endorse unethical, morally reprehensible behavior. Most civil people decry the influence of money in government which when disclosed shows the public has been affected negatively, not the Company who got the passes. Carrying out honest and ethical governing doesn't get any more basic than the City Council. I am asking that you stand against making a decision on annexation which has been driven from the beginning by political favoritism rather than the rule of law. The City Management seems to have gotten into deals with very little information other than the unverified Kohler Economic and Environmental Impact Reports. It isn't too late to slow down and stand for the public welfare or its right to representation. It appears from the records that the City allowed Kohler to drive this process and hasn't asked too many questions.

From the beginning of the Tented Forest until now, Kohler actions have been nothing but duplicitous. The Company has deceived, received passes from the DNR, and completed no permits other than the deceptive Wilson liquor license. It's Environmental Impact Report was given a D+ by a UW Madison professor and expert in Land Resources who teaches and evaluates these reports. The D+ was for gathering some information, but not completing it or doing accurate testing.

And you know what we hear when we point out that annexation is a bad decision and the golf course impacts have not been sufficiently or correctly studied? "Kohler makes beautiful things." In light of all the facts which are available for the public to study, this mindset is shallow and uninformed. It works on the street but should not be at play in a governing body. Please step back from this annexation. Please work in the open to plan honest and ethical ways for Sheboygan to grow. Then you will really be serving the public and honoring your mandate as a City Council member to act with integrity. While it has not been possible for you to study all the proposed golf course documents, I appreciate that many in your body have been respectful to those who have, and have sought out information to make an informed decision. Thank you for that.

Sincerely,

**Mary Faydash**

**Town of Wilson resident**

**City of Sheboygan property owner**

III

R. O. No. 101 - 17 - 18. By CITY CLERK. July 17, 2017.

Submitting a communication from Dinah Federer stating her concerns about the proposed annexation from the Town of Wilson.

reg

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City Clerk

## **Richards, Susan**

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**From:** Dinah Federer <dinahfederer@gmail.com>  
**Sent:** Tuesday, July 11, 2017 1:51 PM  
**To:** Richards, Susan  
**Subject:** Kohler Annexation

Dear Ms. Richards,

Please attach my email below to the agenda for the council meeting on July 17. Please also forward to all of the members on the council. I will be calling you shortly to request a spot on the agenda to speak for five minutes.

Thank you for your time and attention.

Dinah Chaudoir Federer

Dear Council Members,

Please allow me to introduce myself. My name is Dinah Chaudoir Federer. My husband Don and I previously owned the home at 5721 Sherwood Dr. in the Town of Wilson. We sold our home in January 2017 under what we now know were duplicitous circumstances. I feel that, before you vote on Kohler's proposal, you need to know about those circumstances so that you can make a truly informed decision.

My husband and I are long-term residents of the town of Wilson. We are vehemently opposed to annexation and to yet another golf course with its predictable negative impact upon the Town and the environment. We would never have sold our home to Kohler company if we had known they were the true buyer! We would never have supported annexation of Town lands.

We put our home up for sale in October 2016 precisely because we wanted to get away from Riverdale golf course with all of its spraying and chemical usage. Furthermore, the golfers utilizing Riverdale golf course were often ill-mannered and did not respect private property boundaries. We do not need more of that in the Town of Wilson.

Paul Gottsacker (Kohler realtor) toured our home a couple of days after we put it on the market. He told us that he was looking at the house for his clients who were from Manitowoc. He said that his clients had been interested in the Koeller property but, since that had not come up for sale yet, they were interested in ours. Since both homes were quite handicapped accessible, we thought perhaps they had special needs that could be met by either of our homes.

Despite periodic questioning, we were never told who the purchaser was. The original offer was signed as "Paul Gottsacker or assigns". At the time of closing Paul came to the meeting. When I point blank asked him who the buyer was, his answer was "I'm not answering any questions so don't bother asking." Again, had we known it was the Kohler company and that the purpose was for annexation we never would have sold to them.

We were not allowed to make an informed decision. But you CAN!

Do you really want to take the side of a company that chooses to do business in the dark rather than acting with integrity and transparency? Is it really fair and proper for elected officials to side with a multimillion dollar company

rather than the residents of the community? Remember, you were voted into office. You have been charged with representing the people not a corporation. The only one to benefit from this annexation is the Kohler company.

The residents of the Town of Wilson are vehemently opposed to annexation and to the golf course. We are the ones that live here. We are the ones who will have to deal with the increased traffic, the loss of the forest lands, the increased use of pesticides and their effect on our environment and water supply.... all for a golf course that no one in the town will be able to afford to utilize. How is this fair? How are you doing your job by taking the side of Kohler company?

We were basically tricked into selling our home to Kohler for this obnoxious landgrab. We would never have done it purposefully or consciously. However, if you vote for the annexation and the golf course you will be doing this knowingly and purposefully misrepresenting the residents who will be most affected by this very dirty deal. Please consider your vote very carefully. All of Sheboygan will be watching!

Thank You!  
Dinah

II

Other Matters

9.3

R. O. No. 102 - 17 - 18. By BOARD OF CONTRACTORS EXAMINERS.  
July 17, 2017.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

1336	Jess Butzen 685 E Washington Cleveland, WI 53015-1519	Carpenter Contractor
2725	Joseph P Mentch 1614A Saemann Ave Sheboygan, WI 53081-2463	Carpenter Contractor

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Building Inspection

Reg.

III

Other Matters

9.4

Res. No. 48 - 17 - 18. By Alderpersons Donohue and 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*

\_\_\_\_\_

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

9.5

R. O. No. 103- 17 - 18. By CITY CLERK. July 17, 2017.

Submitting a communication from Matthew Donald Kunert requesting a waiver from the Sex Offender Residency restrictions in order to live at 1013 Humboldt Ave.

Pub. Safety

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City Clerk

JUL 14 '17 PM 4:03

Date: 7-14-17

My name is: Matthew Donald Kunert

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
1013 Humboldt AVE, Sheboygan, WI

Signature: Matthew Kunert

Phone Number: 920 331-1433

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

# II

Other Matters

10.1

R. O. No. 104 - 17 - 18. By CITY CLERK. July 17, 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 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 <sup>th</sup> St.
7290	Bruinooge, Tarri L.	3404 N. 8 <sup>th</sup> St.
1654	Butler, George W.	1921 Garfield Ave.
1757	Charles, Jessica R.	409 Wisconsin 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 <sup>th</sup> St.
1751	James Sr., Gewell R.	334 Superior Ave.
1756	Klein, Sara P.	3706 Superior Ave. AptA8
0223	Kotyza, Holly A.	712 Broughton Dr. #22
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 <sup>th</sup> St.
1763	Meyer, Seth R.	2107 S. 9 <sup>th</sup> St.
6096	Miller, Michael S.	327 Superior Ave.
9642	Perronne, Tiffany J.	1039 Elm St., Cleveland
1760	Rauwerdink, Jeremiah J.	4625 Alyssa Lane
1768	Rothe, Andrew T.	4443 S. 8 <sup>th</sup> St.
1764	Stover, Andrea N.	2012 N. 19 <sup>th</sup> St.

0117 Theis, Robert R.  
2688 Wriedt, Laurel L.  
6815 Quasius, Jaclyn A.  
1766 Quesinberry, Taylor J.

1628 S. 13<sup>th</sup> St.  
2006 N. 18<sup>th</sup> St.  
2518 Main Ave.  
3917 Country Place Rd.