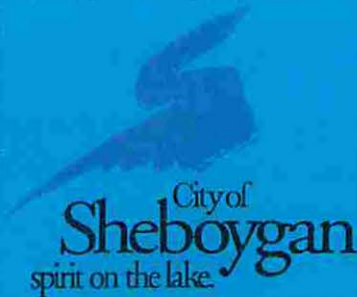




**\*\*\*ATTACHMENTS\*\*\***



**Business Center Expansion**  
**Presentation to Common Council**  
**July 3, 2017**



 

## **BUSINESS CENTER EXPANSION**

Existing Business Center is essentially fully developed (full)

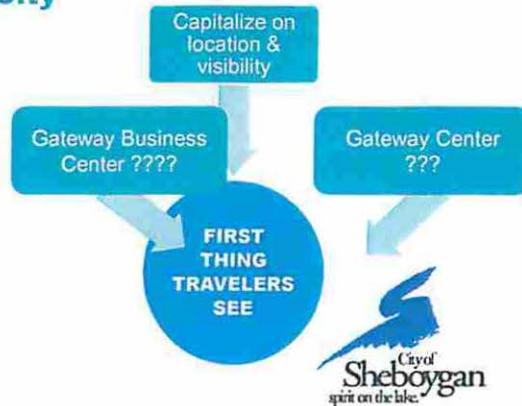
- City's adopted Strategic Plan calls for construction of a new business center in 2018

No "larger sites" (15+acres) are available in Sheboygan County

## BUSINESS CENTER EXPANSION

- Proposed site is very special and the “front door” to the City



Ruekert · Mielke

HITCHCOCK  
DESIGN  
GROUP  
creating better places

## BUSINESS CENTER EXPANSION

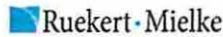
- Site appears to be devoid of major wetlands and navigable streams which helps development
- Keystone to a good business park is flexibility of lot configuration
  - Proposed plan is very flexible
  - Lots range from as small as 5 acres to as big as 35 acres plus

Ruekert · Mielke

HITCHCOCK  
DESIGN  
GROUP  
creating better places

## BUSINESS CENTER EXPANSION

- **Quick access for users to transportation network is also key**
  - Drive north to Washington Avenue is a long route
  - Intersections / railroads / traffic congestion
  
- **Access to I-43 to south from new site is much quicker**
  - Access is also quick for employees
  - Developers/Users want land that is ready to build on



## BUSINESS CENTER EXPANSION

- **A good set of Protective Covenants protect the buyer's investment**
  
- **Streets must be wide enough to work without taking up too much right-of-way**



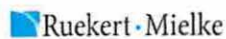
## BUSINESS CENTER EXPANSION

- ❑ **Storm Water Management must be environmentally sensitive, while being easily maintainable**
- ❑ **An appropriate number of amenities helps attract employees**




## BUSINESS CENTER EXPANSION


**Even if the new Business Center is phased, the entire development must be planned as a whole, so we do things only once**










## Sheboygan Business Center Expansion



**LEGEND**

EXISTING	PROPOSED	ADJACENT
EXISTING	PROPOSED	ADJACENT
EXISTING	PROPOSED	ADJACENT





## SCHEDULE

**If City wants to build in 2018**

Phase	Tasks	Timeline
Phase II	Work with City Staff to develop the conceptual plan through preliminary engineering to estimate detailed project costs	July-Oct. 2017
Phase III	Common Council reviews cost estimates and develops financial plan	October 2017
Phase IV	Final Bidding Documents	Nov. 2017- Jan. 2018
Phase V	Bidding	Feb. 2018
Phase VI	Project Award	March 2018
Phase VII	Construction	April-Nov. 2018

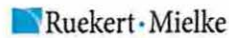
# SCHEDULE

## Items that dictate the schedule

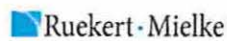
- Won't be able to grade in winter due to types of soils
- Wetland delineations must be done by mid-October
- Construction of first phase needs a full construction season to complete

## Significantly decreased DOT road program

- Contractors looking for projects of this size
- City's timing is perfect
- February 2018 bidding would be ideal and result in lower costs to City



# QUESTIONS



I

Hearing No.           - 17 - 18. July 3, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening for the proposed assessments for water lateral replacement in Michigan Avenue from North 3<sup>rd</sup> Street to North 4<sup>th</sup> Street.

Any interested persons may be heard.

Publish - Thursday, June 22, 2017  
CLASSIFIEDS PLEASE

OFFICIAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Water Commissioners of the City of Sheboygan filed with me a report of special assessments for water lateral replacements in the following street:

Michigan Ave. from North 3<sup>rd</sup> Street to North 4<sup>th</sup> Street

PUBLIC NOTICE is hereby given, that special assessments have been made according to law, and the same will be open for review and correction by the said Board of Water Commissioners at their office of the Water Utility, 72 Park Avenue from June 23, 2017 to July 3, 2017, between the hours of 7:30 A.M. and 4:00 P.M. daily excluding Saturdays, Sundays, and Holidays. Contact phone numbers: 459-3839 or 459-3806.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on the 3<sup>rd</sup> of July, 2017, at 6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvement, if any, shall be paid by the City.

SUSAN RICHARDS  
City Clerk

June 20, 2017

Mrs. Susan Richards  
City Clerk  
City of Sheboygan  
Sheboygan, WI 53081

Dear Mrs. Richards:

The Sheboygan Water Utility hereby requests that you cause notice to be published no later than Friday, June 23, 2017, schedule public hearing(s), and introduce final resolution(s) requesting confirmation of **WATER LATERAL replacement** special assessments, in conjunction with the Common Council's **July 3, 2017** meeting, *for the following water lateral replacement project(s):*

<u>Location</u>	<u>Prel. Res. #</u>
<b>Michigan Avenue from North 3rd Street to North 4<sup>th</sup> Street.</b>	<b>3-17-18</b>

Open review period: **June 23, 2017 to July 3, 2017**, 7:30 AM to 4:00 PM daily, excluding Saturdays, Sundays & holidays, at the Water Utility office, 72 Park Ave. Contact phone numbers: 459-3839 or 459-3806.

*If you have any questions or concerns, please inform us as soon as possible, so that we can coordinate the **processing of notices** to property owners for the above listed project(s). Nancy is being given the info simultaneously, and she anticipates running the notices within the next couple days, so that we can get them mailed out, with our letter and diagram, by the deadline required by Statute.*

Sincerely,

SHEBOYGAN WATER UTILITY

Damian J. Nevers  
Utility Engineer

*Publish  
June 22nd  
JCN*

FORM SPA025B DATE OF RUN: 06/21/17 PRELIMINARY ESTIMATE FOR LATERALS-WATER

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: MICHIGAN AVENUE  
FROM: NORTH 3RD STREET  
TO: NORTH 4TH STREET

101370 JACKSON, LORRAINE H	324 MICHIGAN AVE
324 MICHIGAN AVE SHEBOYGAN WI 53081	
101380 BRAEGER, MARCIA G	316 MICHIGAN AVE
316 MICHIGAN AVE SHEBOYGAN WI 53081	
101390 LINDE, RICHARD P	312 MICHIGAN AVE
312 MICHIGAN AVE SHEBOYGAN WI 53081	
103490 ANDREASEN, COREY J. & JENNIE M.	313 MICHIGAN AVE
313 MICHIGAN AVE SHEBOYGAN WI 53081	
103500 CLARKE, JOSEPH E. J. & DENISE L.	319 MICHIGAN AVE
319 MICHIGAN AVE SHEBOYGAN WI 53081	
103510 CARRENO, TODD A. & ELIZABETH H.	1229 N. 4TH ST.
1229 N. 4TH ST. SHEBOYGAN WI 53081	

II

R. O. No.       - 17 - 18. By BOARD OF WATER COMMISSIONERS. July 3, 2017.

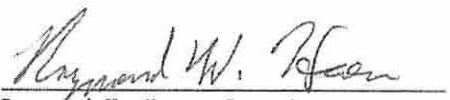
Your Commission met and discussed the following documents:

1. A copy of R. O. No. 470-07-08 by the City Clerk submitting a communication from the Sheboygan Area School District requesting that the City enter an agreement with the District to continue to provide water service to Polar Ware site as they are in the process of purchasing the facility and surrounding grounds;
2. R. O. No. 287-13-14 by the City Clerk submitting a copy of R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property from sewage backup due to a water lateral freeze;
3. A copy of R. O. No. 53-14-15 by the City Clerk submitting a claim from AFNI Subrogation Department regarding the Notice from State Farm Insurance on behalf of Murray R. Patz; and
4. R. O. No. 44-17-18 by the City Clerk submitting a communication from Terence Doyle regarding assessments on properties by the replacement of water laterals;

recommends that the documents be placed on file as they have all been previously acted on.

Consent

  
Gerald R. Van De Kreeke, President

  
Raymond W. Haen, Secretary

  
Mark Heinz, Member

II

20-31

R. O. No. 470 - 07 - 08. By CITY CLERK. January 21, 2008.

Submitting a communication from the Sheboygan Area School District requesting that the City enter an agreement with the District to continue to provide water service to the Polar Ware site at 2806 N. 15th St. as they are in the process of purchasing the facility and surrounding grounds.

Inance

&

Pub Wks

&

Bd. of water

*Susan Richards*

City Clerk



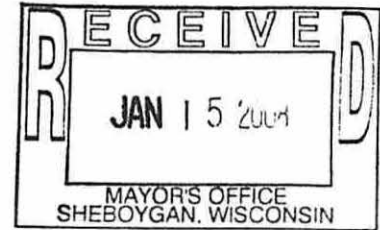
# SHEBOYGAN AREA SCHOOL DISTRICT

Joseph Sheehan, Ph.D.  
Office of the Superintendent

830 Virginia Avenue  
Sheboygan, Wisconsin 53081  
Ph. (920) 459-3511  
Fax: (920) 459-6487

January 15, 2008

Mayor Juan Perez  
Members of the Common Council  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081



Dear Mayor Perez and Members of the Common Council:

As you may be aware, the Sheboygan Area School District is attempting to purchase the Polar Ware facility and contiguous grounds at 2806 N. 15<sup>th</sup> Street. This is intended to afford additional green space for student use, and to permit relocation of School District administrative offices. This will make additional classroom space available at the School District Central Office Building.

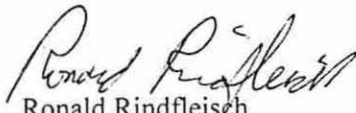
We are informed that the City previously entered an agreement with the Polar Ware Company to provide water service to the site. We are also informed that this agreement is non-assignable. In order for the School District to continue to receive water service after purchase of the property, it will be necessary to enter a separate agreement with the City. We further understand that this agreement may not be entered with the Water Utility, but must be directly authorized by the Common Council.

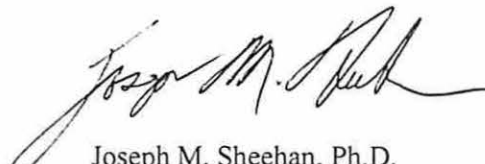
On behalf of the Sheboygan Area School District, we request that the City of Sheboygan enter an agreement with the Sheboygan Area School District to continue to provide water service to the Polar Ware site at 2806 N. 15<sup>th</sup> Street. Upon identification by the City, the School District is prepared to take such further steps as may be required in the course of preparing and entering an agreement.

The real estate transaction between Polar Ware and the School District is scheduled to close on January 30, 2008. If the City declines to enter an agreement with the School District to continue to provide water service to the property at 2806 N. 15<sup>th</sup> Street, we request to be advised of this circumstance not later than January 22, 2008, as the closing will not proceed. The Board of Education is scheduled to take action at their meeting on January 22, 2008, at 6:00 p.m.

Please call or email Superintendent Joseph Sheehan ([jsheehan@sheboygan.k12.wi.us](mailto:jsheehan@sheboygan.k12.wi.us)) with the decision of the City. If any additional information is required, please do not hesitate to contact Superintendent Sheehan at 459-3511. Thank you for your anticipated assistance in this matter.

Sincerely,

  
Ronald Rindfleisch  
Board of Education, President

  
Joseph M. Sheehan, Ph.D.  
Superintendent of Schools

cc: Mr. Stephen G. McLean, City Attorney  
Mr. Joe Trueblood, Water Utility Superintendent  
Ms. Paulette Enders, City Development Director


II

4.1

R. O. No. 287 - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a copy of R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup due to a water lateral freeze.

refer.  
Bd Water

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

II

3.4

R. O. No. 254- 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup.

*Susan Richards*

City Clerk

*Invoice  
+  
refer to Bd of Water  
→ 3/3/14*

DATE RECEIVED

1-29-14

RECEIVED BY

JG Schneider

CLAIM NO.

18-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

- 1. Name of Claimant: Michael Free, NHA, Meadow View Manor
- 2. Home address of Claimant: 3613 S. 13<sup>th</sup> St. Sheboygan WI 53081
- 3. Home phone number: 920.458.4040
- 4. Business address and phone number of Claimant: 3613 S. 13<sup>th</sup> St. Sheboygan, WI 53081 920-458-4040
- 5. When did damage or injury occur? (date, time of day) 01.11.2014 5:30 AM
- 6. Where did damage or injury occur? (give full description) sewage back up, flooded 5,021 sq. ft. of basement. Located in basement is medical records, offices, laundry, bathrooms.
- 7. How did damage or injury occur? (give full description) From what the Fire Department had stated, it was due to a "pipe break" that the city was working to fix. This was not isolated to just Meadow View Manor
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A

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

No injuries. All 5,021 sq ft. of basement needed to be professional cleaned and sanitized for resident safety.

11. Name and address of any other person injured: NO injuries.

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

Auto: \$ N/A

Property: \$ 21,827.83

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

**TOTAL** \$ 21,827.83

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

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

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

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

Please see attached photos of damage. Only one quote could be obtained as it was an unexpected event on a Saturday that required immediate attention by the first available cleaning company.

SIGNATURE OF CLAIMANT [Signature] N/A, CSW DATE 01-27-2014  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name:	<u>Michael Free, Meadow View Manor</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>3613 S. 13<sup>th</sup> St.</u>	Property	\$ <u>21,827.83</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u>N/A</u>
Claimant's Phone No.	<u>920.458.4040</u>	Other (Specify below)	\$ <u>N/A</u>
			<b>TOTAL</b> \$ <u>21,827.83</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 21,827.83.

SIGNED Michael Free N/A CSW DATE: 01-27-2014

ADDRESS: 3613 S. 13<sup>th</sup> Street  
Sheboygan WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.  
MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081



**ServiceMaster**  
**Recovery Services**  
 2215 S. 162nd St New Berlin WI 53151  
 P: (262) 782-3335 / F: (262) 782-4230  
 (800) 559-9070 www.smrecover.com  
 Tax ID:39-1355743

**COMMERCIAL CLEANING SERVICE INVOICE**

<b>BILL TO</b>	<b>SITE ADDRESS</b>
Meadowview Manor 3613 S 13th Street Sheboygan, WI 53083	Meadowview Manor - Wes Souder 3613 S 13th Street Sheboygan, WI 53083

<b>HOME</b>	<b>WORK</b>	<b>CELL</b>	<b>FAX</b>	<b>Concerning Email</b>
	(920) 458-4040	(414) 980-1432		[Concerning Email]

<b>TRUCK</b>	<b>START</b>	<b>FINISH</b>	<b>CREW</b>	<b>REP.</b>	<b>JOB</b>	<b>INVOICE</b>	<b>PO Number</b>	<b>DATE</b>	<b>Units Allowed/Taken</b>
	1/11/14		Northshore	mfc	18978	625717	cod	1/18/2014	

SERVICE	ROOM OR ITEM	AREA	CNH	801	SERVICE	PRICE
801 Carpet Cleaning						
802 Furniture Cleaning						
804 Odor Control						
811 Soil Proofing						
813 Carpet Sanitizing						
826 Wall & Ceiling Cleaning						
836 Floor Maintenance	Sub/Pressure washing of Basement level- Northshore environmental					\$20,788.41
875 House Wide Cleaning						
825 Other Services (includes Biohazard Clean-up)						
891 Home Care Kits						

<b>Accounting:</b>	<b>SUBTOTAL</b>	\$20,788.41
CASH: CHECK NUMBER: VISA/MC: EXP:	<b>LESS DISCOUNT(S)</b>	-
Credit card on file may be charged if check is returned NSF.	<b>NEW SUBTOTAL</b>	\$20,788.41
*****	<b>TAX</b>	\$1,039.42
A Service Charge Of 1.5% Interest Per Month (18 Annual Rate) Will Be Assessed On Balance Due Over 30 Days	<b>FUEL SURCHARGE</b>	-
	<b>TOTAL DUE</b>	\$21,827.83

<b>Directions:</b>	<b>Special Notes / Conversations:</b>

Customer Signature

Date



**ServiceMaster Recovery Services**

**FED ID: 391355743**

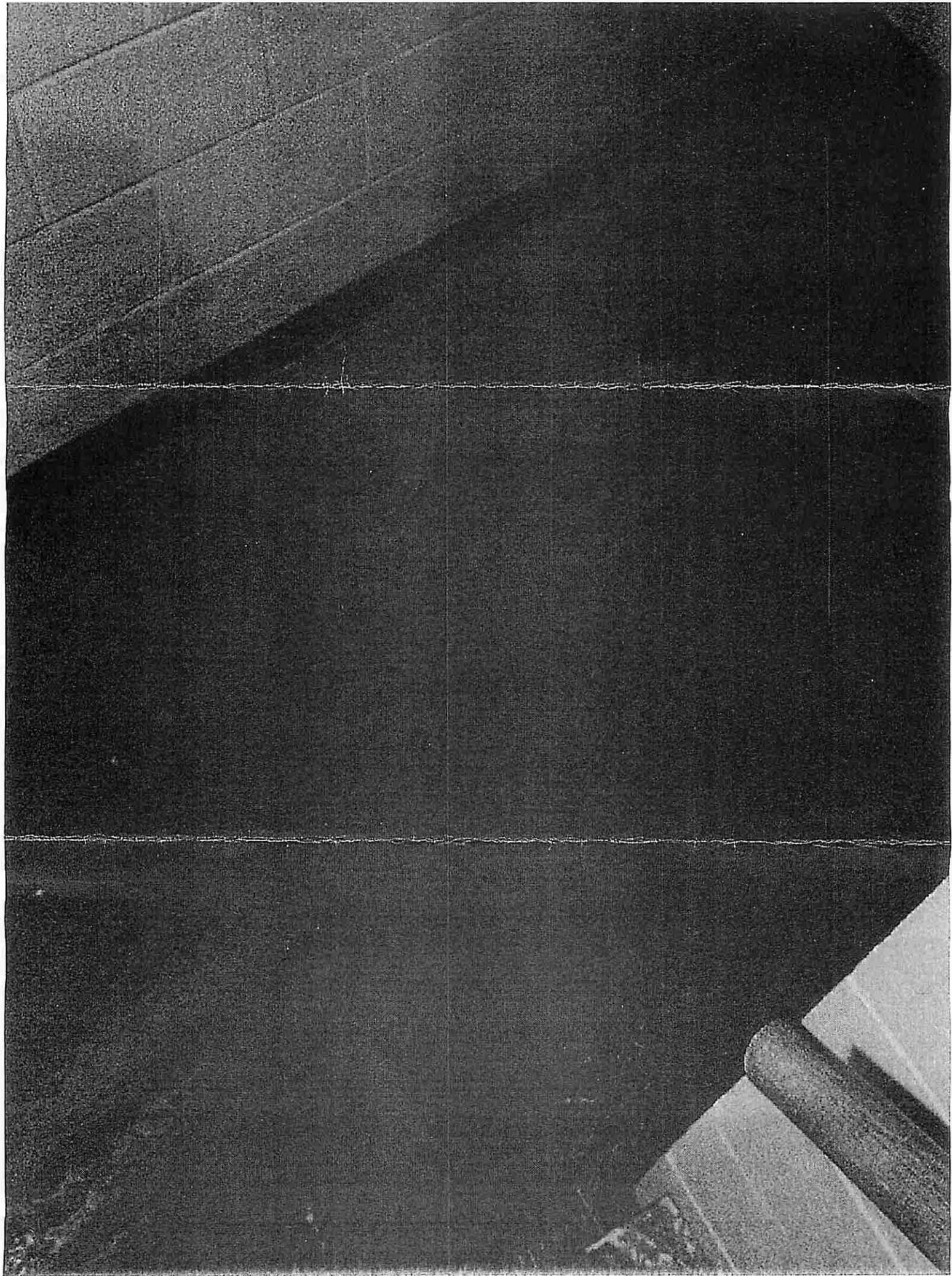
2215 S. 162nd St  
New Berlin, WI 53151  
800-559-9070

**2014-01-16-1634**

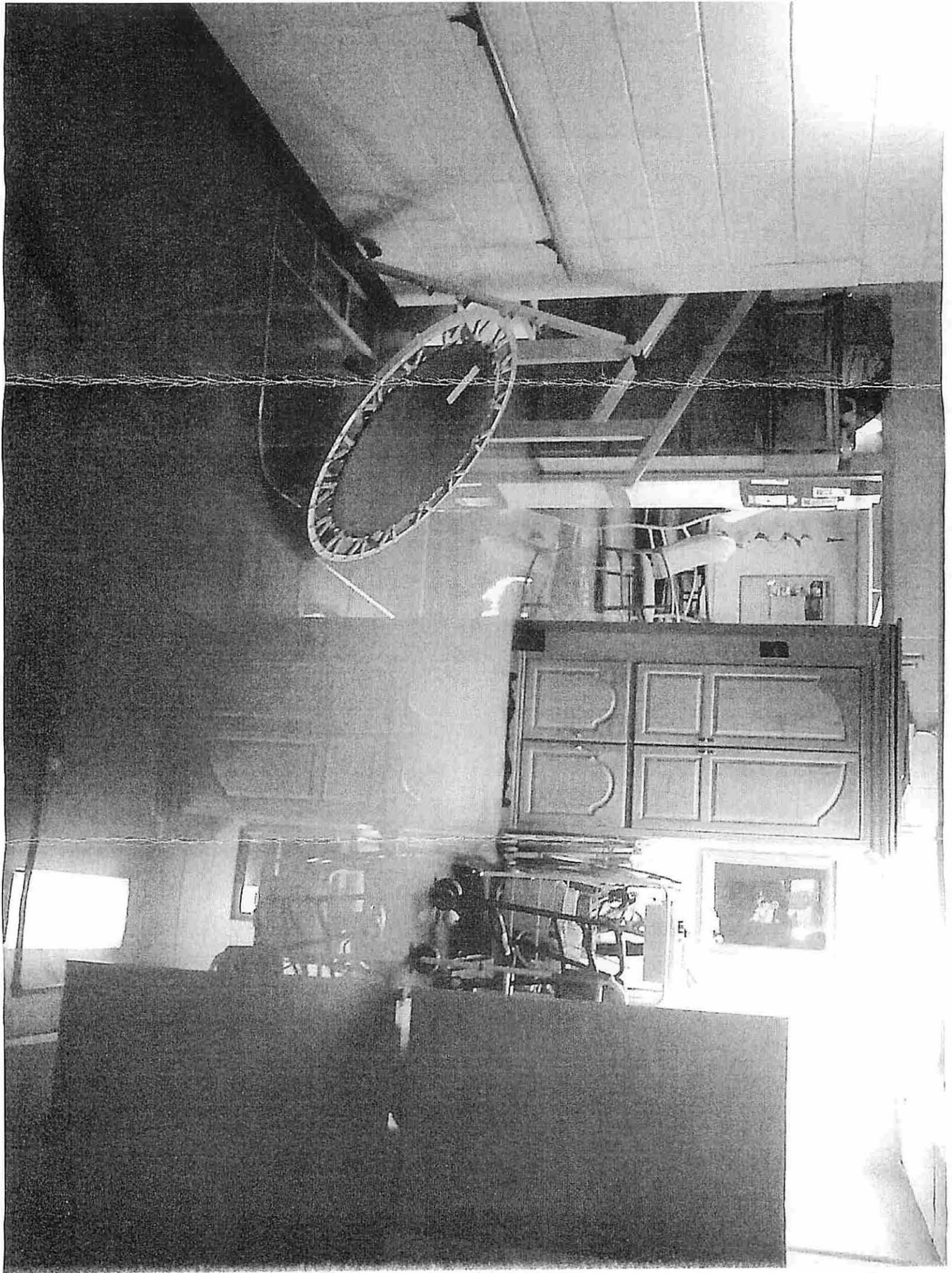
**Equipment usage**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	6.00 EA	0.00	223.44	67.03	1,407.67
<b>This is the call out and mobilize 8 people to respond after hours to a large loss cleaning job.</b>					
Commercial Supervision / Project Management - per hour - after hours	4.00 HR	0.00	127.50	25.50	535.50
<b>After hours Project Manager to run the project for customer satisfaction.</b>					
Add for personal protective equipment - Heavy duty	14.00 EA	0.00	17.77	12.44	261.22
Apply plant-based anti-microbial agent - after hours	5,021.00 SF	0.00	0.28	70.29	1,476.17
Water extract from floor - Cut 3 water - Heavy -aft bus hrs	5,021.00 SF	0.00	1.92	482.02	10,122.34
Clean the surface area with pressure steam	5,021.00 SF	0.00	0.95	238.50	5,008.45
Vac Truck	12.00 HR	0.00	186.00	111.60	2,343.60
Equipment decontamination charge - HVY, per piece of equip	8.00 EA	0.00	78.23	31.29	657.13
Contaminated water dump fee	300.00 EA	0.00	0.05	0.75	15.75
<b>Totals: Equipment usage</b>				<b>1,039.42</b>	<b>21,827.83</b>
<b>Line Item Totals: 2014-01-16-1634</b>				<b>1,039.42</b>	<b>21,827.83</b>











II

5.3

R. O. No. 53 - 14 - 15. By CITY CLERK. June 2, 2014.

Submitting a claim from AFNI Subrogation Department regarding the Notice from State-Farm Insurance on behalf of Murray R. Patz.

Finance  
&  
Water Ut.

Susan Richards  
City Clerk

RE: Our File# 001118868  
Claim#: 49-393M-091  
Insured: MURRAY R PATZ  
Date of Loss: 01-11-2014  
Total Damages: \$5,500.00



**Subrogation Department**  
1310 Martin Luther King Drive  
P.O. Box 3068  
Bloomington, IL 61702-3068  
Phone 866-889-1608 | Fax 309-820-2626

April 21, 2014

Dear DEPARTMENT OF PUBLIC WORKS:

*Claim # 15-13  
Notice of Claim 1-21-14*

We have had no response from our previous attempts to contact you on behalf of STATE FARM INSURANCE regarding a loss, which occurred on 01-11-2014. The facts of the incident indicate that you are liable for payments that STATE FARM INSURANCE made to its policyholder as a result of the loss. We believe that we are entitled to recover some or all of this money from you. In handling this claim with you we will take the Comparative Negligence Laws of your state into consideration. The damages are \$5,500.00.

If you believe you had Insurance coverage at the time of the loss, notify us by mailing back the attached page immediately. A reply envelope is enclosed for your convenience, or you may fax the information to us at 309-820-2626.

If you did not have insurance coverage at the time of the loss, please contact our office to discuss further options. AFNI accepts payments made by Visa, MasterCard, check, money order, Western Union Quick Collect or check by phone. Please enclose the attached page with your payment.

We are in a position to help you find the means to pay this balance, call us toll-free at 866-889-1608 Monday through Friday 7am - 9pm and Saturday 8am - 12pm CT.

Sincerely,

Subrogation Specialist.



Detach along perforation and return bottom portion along with payment in the enclosed envelope. For proper credit, please include your Afni account # listed below on your check.



Make check payable to Afni, Inc. Credit card payment options are on the back of notice.  
Please include your Afni account# listed below on your check

AFO92-0419-467412135-00536-536

DEPT 556 6033224514046  
PO BOX 4115  
CONCORD CA 94524

**Make check payable to: Afni, Inc**

RE: Our File# 001118868  
Afni Toll Free#: 866-889-1608  
Claim#: 49-393M-091  
Insured: MURRAY R PATZ  
Date of Loss: 01-11-2014  
Total Damages: \$5,500.00

ADDRESS SERVICE REQUESTED

#BWNFTZF #AFO6033224514046#

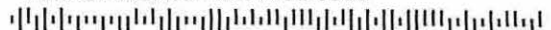
3 04001118868 110632 00000550000



DEPARTMENT OF PUBLIC WORKS  
3333 LAKESHORE DR  
SHEBOYGAN WI 53081-6961



AFNI INC  
PO BOX 3068  
BLOOMINGTON IL 61702-3068





**Subrogation Department**  
1310 Martin Luther King Drive  
P.O. Box 3068  
Bloomington, IL 61702-3068  
Phone 866-889-1608 | Fax 309-820-2626

RE: Our File# 001118868  
Claim#: 49-393M-091  
Insured: MURRAY R PATZ  
Date of Loss: 01-11-2014  
Total Damages: \$5,500.00

DEPARTMENT OF PUBLIC WORKS

Insurance carrier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Policy#: \_\_\_\_\_

Agent: \_\_\_\_\_

Claim #: \_\_\_\_\_

Adjuster Name/Phone: \_\_\_\_\_

**Change of Address:**

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Return this page to notify Afni of insurance coverage, enclose with your payment, or notify us of a change of address. Use the enclosed envelope.**

AFNI INC  
PO BOX 3068  
BLOOMINGTON IL 61702-3068

II

4.4

R. O. No. 44 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a communication from Terence Doyle in regards to the City of Sheboygan exercising police power under Wisconsin Statute to levy special assessments upon properties for benefits conferred upon such property by the replacement of water laterals. The work is in conjunction with Broadway Avenue project from South 7<sup>th</sup> Street to South 13<sup>th</sup> Street.

*Bd. of Water*

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City Clerk

III

MAY 19 '17 PM 3:12

To: Common Council of the City of Sheboygan

Subject: The Common Council of the City of Sheboygan exercising police power under Wisconsin Statue to levy special assessments upon properties for benefits conferred upon such property by the replacement of water laterals. The work is in conjunction with Broadway Avenue project from South 7<sup>th</sup> street to South 13<sup>th</sup> street.

I am asking the Common Council to review its decision on how assessments are applied to this water lateral project and all future water lateral projects. I believe the council is unaware that they have the power to change any and all methods for assessments and should have a committee to review applicable laws and methods to create a fair and uniform assessment method for water laterals.

The City of Sheboygan Finance department gave me the Wisconsin Statue they use for assessments – Wisconsin Statue 66.0703 (Special assessments, generally). Under 66.0703 (1)b it states – (If an assessment represents an exercise of police power, the assessment shall be upon a reasonable basis as determined by the governing body of the city, town or village.

Under 66.0703(14) Uniformity requires the assessment to be fairly and equitably apportioned among property owners in comparable positions. The municipality must use a method of assessment that produces a uniform and equal value for all affected properties. It is unreasonable to use the same method to assess a group of property owners when it results in an entirely disproportionate results that could easily be remedied by using a different method or to assess one group

To: Common Council of the City of Sheboygan

Subject: The Common Council of the City of Sheboygan existing police power under Wisconsin Statute to levy special assessments upon properties for benefits conferred upon such property by the requirement of water laterals. The work is in conjunction with Broadway Avenue project from South 7<sup>th</sup> Street to South 13<sup>th</sup> Street.

I am asking the Common Council to review its decision on how assessments are applied to this water lateral project and all future water lateral projects. I believe the Council is unaware that they have the power to change any and all methods for assessments and should have a committee to review applicable laws and methods to create a fair and uniform assessment method for water laterals.

The City of Sheboygan Finance Department gave me the Wisconsin Statute they use for assessments - Wisconsin Statute 88.0703 (Special Assessments, generally). Under 88.0703 (1)(b) it states - (1) an assessment represents an exercise of police power; the assessment shall be upon a reasonable basis as determined by the governing body of the city, town or village.

Under 88.0703(1A) Uniformity: equal as the assessment to be fairly and equitably apportioned among property owners in comparable positions. The municipality must use a method of assessment that produces uniform and equal value for all affected properties. It is unreasonable to use the same method to assess a group of property owners when it results in an entirely disproportionate result that could easily be remedied by using a different method or to assess one group

of property owners by a different method from that used to assess if the results are entirely disproportionate.

The use of ordinance 122-98. Water main extensions, does not apply for 2 reasons. One when read in its entirety it is for water main extensions, not repair or replacement. Two – it should reference Wisconsin Statue 66.0701 (Special assessments by local ordinance) and then the governing body still has the determination of the assessment allowing a method of assessment that produces a uniform and equal value for all affected properties.

A uniform, fair and equitable alternative to the present method can easily be remedied by having the water department use their compiled information in their engineering data base and total the number of feet of laterals and number of service ports supplied with the use of proposed cost from Broadway project and determine average cost per service port. This may also be used for future repair cost per service port. This is fair and the right thing to do.

Included is City Assessment department Mission statement and Wisconsin Statues 66.0701 and 66.0703

I look forward to your response

Thank You

Terence Doyle  
545Pinehurst CT  
Sheboygan Falls, WI 53085

[toead58@yahoo.com](mailto:toead58@yahoo.com)

920-627-3785

the use of two different methods from that used to assess the results are entirely disproportionate.

The use of ordinance 133-318 West's main extension does not apply for 3 reasons. One which tend in its entirety if it for water main extensions' not repair or replacement. Two - it should reference Wisconsin statute 92.0301 (Special assessment for local ordinance) and when the governing body still use the determination of the assessment allowing a method of assessment that produces a uniform and equal value for all affected properties.

A uniform, fair and equitable alternative to the present method can easily be remedied by having the water department use their compiled information in their engineering data base and total the number of feet of laterals and number of service connections applied with the use of proposed cost from previously project and determine average cost per foot. This is fair and the right thing to do.

included is City Assessment department Mission statement and Wisconsin statutes 92.0301 and 92.0303

I look forward to your response.

Thank You

Terence Doyle

2621151001 CT

27600551 15101 WI 53002

930-611-3482

# **Assessment**

## **Mission Statement**

- Service the City of Sheboygan property owners and business community in a professional and efficient manner
- Uncover the property value and wealth in our City
- Consider all information available in establishing fair and equitable assessments
- Work cooperatively with all City departments
- Provide property owners with information to promote understanding of the assessment process and/or procedures.
- Treat all customers and co-workers with dignity and respect

## **Vision Statement**

- To Serve the City of Sheboygan by being knowledgeable of Assessment Laws and respectful of the people's rights.
- To continue providing fair and equitable assessments.
- To have continued success in working with the other City and County departments
- To be considered as a department that is responsive and accessible to the needs of all property owners in our community

## **Functions**

The Department of Assessment is responsible for developing fair and equitable assessments for all property located in the City of Sheboygan. In developing assessments we discover, list, and value all taxable property (this information is used to create the annual assessment roll). The department adheres to established laws as set forth in the Wisconsin Statutes, and the staff is certified by the Wisconsin Department of Revenue to perform their duties.

## **SPECIAL ASSESSMENTS**

### **66.0701 Special assessments by local ordinance.**

- (1)** Except as provided in s. 66.0721, in addition to other methods provided by law, the governing body of a town, village or 2nd, 3rd or 4th class city may, by ordinance, provide that the cost of installing or constructing any public work or improvement shall be charged in whole or in part to the property benefited, and make an assessment against the property benefited in the manner that the governing body determines. The special assessment is a lien against the property from the date of the levy.
- (2)** Every ordinance under this section shall contain provisions for reasonable notice and hearing. Any person against whose land a special assessment is levied under the ordinance may appeal in the manner prescribed in s. 66.0703 (12) within 40 days of the date of the final determination of the governing body.

**History:** 1983 a. 532; 1989 a. 322; 1999 a. 150 s. 544; Stats. 1999 s. 66.0701.

An ordinance under this section may use police power as the basis for a special assessment. *Mowers v. City of St. Francis*, 108 Wis. 2d 630, 323 N.W.2d 157 (Ct. App. 1982).

### **66.0703 Special assessments, generally.**

- (1)**
  - (a)** Except as provided in s. 66.0721, as a complete alternative to all other methods provided by law, any city, town or village may, by resolution of its governing body, levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon the property by any municipal work or improvement; and may provide for the payment of all or any part of the cost of the work or improvement out of the proceeds of the special assessments.
  - (b)** The amount assessed against any property for any work or improvement which does not represent an exercise of the police power may not exceed the value of the benefits accruing to the property. If an assessment represents an exercise of the police power, the assessment shall be upon a reasonable basis as determined by the governing body of the city, town or village.
  - (c)** If any property that is benefited is by law exempt from assessment, the assessment shall be computed and shall be paid by the city, town or village.
- (2)** The cost of any work or improvement to be paid in whole or in part by special assessment on property may include the direct and indirect cost, the resulting damages, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the city, town or village and the cost of any architectural, engineering and legal services, and any other item of direct or indirect cost that may reasonably be attributed to the proposed work or improvement. The amount to be assessed against all property for the proposed work or improvement shall be apportioned among the individual parcels in the manner designated by the governing body.
- (3)** A parcel of land against which a special assessment has been levied for the sanitary sewer or water main laid in one of the streets that the parcel abuts is entitled to a deduction or exemption that the governing body determines to be reasonable and just under the circumstances of each case, when a special assessment is levied for the sanitary sewer or water main laid in the other street that the corner lot abuts. The governing body may allow a similar deduction or exemption from special assessments levied for any other public improvement.
- (4)** Before the exercise of any powers conferred by this section, the governing body shall declare by preliminary resolution its intention to exercise the powers for a stated municipal purpose. The resolution shall describe generally the contemplated purpose, the limits of the proposed assessment district, the number of installments in which the special assessments may be paid, or that the number of installments will be determined at the hearing required under sub. (7), and direct the proper municipal officer or employee to make a report on the proposal. The resolution may limit the proportion of the cost to be assessed.
- (5)** The report required by sub. (4) shall consist of:
  - (a)** Preliminary or final plans and specifications.
  - (b)** An estimate of the entire cost of the proposed work or improvement.
  - (c)** Except as provided in par. (d), an estimate, as to each parcel of property affected, of:
    - 1.** The assessment of benefits to be levied.

- 2.** The damages to be awarded for property taken or damaged.
  - 3.** The net amount of the benefits over damages or the net amount of the damages over benefits.
- (d)** A statement that the property against which the assessments are proposed is benefited, if the work or improvement constitutes an exercise of the police power. If this paragraph applies, the estimates required under par. (c) shall be replaced by a schedule of the proposed assessments.
- (6)** A copy of the report when completed shall be filed with the municipal clerk for public inspection. If property of the state may be subject to assessment under s. 66.0705, the municipal clerk shall file a copy of the report with the state agency which manages the property. If the assessment to the property of the state for a project, as defined under s. 66.0705 (2), is \$50,000 or more, the state agency shall submit a request for approval of the assessment, with its recommendation, to the building commission. The building commission shall review the assessment and shall determine within 90 days of the date on which the commission receives the report if the assessment is just and legal and if the proposed improvement is compatible with state plans for the facility which is the subject of the proposed improvement. If the building commission so determines, it shall approve the assessment. No project in which the property of the state is assessed at \$50,000 or more may be commenced and no contract on the project may be let without approval of the assessment by the building commission under this subsection. The building commission shall submit a copy of its determination under this subsection to the state agency that manages the property which is the subject of the determination.
- (7)**
- (a)** Upon the completion and filing of the report required by sub. (4), the city, town or village clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district including, in the discretion of the governing body, a small map, the place and time at which the report may be inspected, and the place and time at which all interested persons, or their agents or attorneys, may appear before the governing body, a committee of the governing body or the board of public works and be heard concerning the matters contained in the preliminary resolution and the report. The notice shall be published as a class 1 notice, under ch. 985, in the city, town or village and a copy of the notice shall be mailed, at least 10 days before the hearing or proceeding, to every interested person whose post-office address is known, or can be ascertained with reasonable diligence. The hearing shall commence not less than 10 nor more than 40 days after publication.
- (b)** The notice and hearing requirements under par. (a) do not apply if they are waived, in writing, by all the owners of property affected by the special assessment.
- (8)**
- (a)** After the hearing upon any proposed work or improvement, the governing body may approve, disapprove or modify, or it may rerefer the report prepared under subs. (4) and (5) to the designated officer or employee with directions to change the plans and specifications and to accomplish a fair and equitable assessment.
- (b)** If an assessment of benefits is made against any property and an award of compensation or damages is made in favor of the same property, the governing body shall assess against or award in favor of the property only the difference between the assessment of benefits and the award of damages or compensation.
- (c)** When the governing body finally determines to proceed with the work or improvement, it shall approve the plans and specifications and adopt a resolution directing that the work or improvement be carried out and paid for in accordance with the report as finally approved.
- (d)** The city, town or village clerk shall publish the final resolution as a class 1 notice, under ch. 985, in the assessment district and a copy of the resolution shall be mailed to every interested person whose post-office address is known, or can be ascertained with reasonable diligence.
- (e)** When the final resolution is published, all work or improvements described in the resolution and all awards, compensations and assessments arising from the resolution are then authorized and made, subject to the right of appeal under sub. (12).
- (9)** If more than a single type of project is undertaken as part of a general improvement affecting any property, the governing body may finally combine the assessments for all purposes as a single assessment on each property affected, if each property owner may object to the assessment for any single purpose or for more than one purpose.
- (10)** If the actual cost of any project, upon completion or after the receipt of bids, is found to vary materially from the estimates, if any assessment is void or invalid, or if the governing body decides to reconsider and reopen any assessment, it may, after giving notice as provided in sub. (7) (a) and after a public hearing, amend, cancel or

confirm the prior assessment. A notice of the resolution amending, canceling or confirming the prior assessment shall be given by the clerk as provided in sub. (8) (d). If the assessments are amended to provide for the refunding of special assessment B bonds under s. 66.0713 (6), all direct and indirect costs reasonably attributable to the refunding of the bonds may be included in the cost of the public improvements being financed.

- (11)** If the cost of the project is less than the special assessments levied, the governing body, without notice or hearing, shall reduce each special assessment proportionately and if any assessments or installments have been paid the excess over cost shall be applied to reduce succeeding unpaid installments, if the property owner has elected to pay in installments, or refunded to the property owner.
- (12)**
- (a)** A person having an interest in a parcel of land affected by a determination of the governing body, under sub. (8) (c), (10) or (11), may, within 90 days after the date of the notice or of the publication of the final resolution under sub. (8) (d), appeal the determination to the circuit court of the county in which the property is located. The person appealing shall serve a written notice of appeal upon the clerk of the city, town or village and execute a bond to the city, town or village in the sum of \$150 with 2 sureties or a bonding company to be approved by the city, town or village clerk, conditioned for the faithful prosecution of the appeal and the payment of all costs that may be adjudged against that person. The clerk, if an appeal is taken, shall prepare a brief statement of the proceedings in the matter before the governing body, with its decision on the matter, and shall transmit the statement with the original or certified copies of all the papers in the matter to the clerk of the circuit court.
- (b)** The appeal shall be tried and determined in the same manner as cases originally commenced in circuit court, and costs awarded as provided in s. 893.80.
- (c)** If a contract has been made for making the improvement the appeal does not affect the contract, and certificates or bonds may be issued in anticipation of the collection of the entire assessment for the improvement, including the assessment on any property represented in the appeal as if the appeal had not been taken.
- (d)** Upon appeal under this subsection, the court may, based on the improvement as actually constructed, render a judgment affirming, annulling or modifying and affirming, as modified, the action or decision of the governing body. If the court finds that any assessment or any award of damages is excessive or insufficient, the assessment or award need not be annulled, but the court may reduce or increase the assessment or award of damages and affirm the assessment or award as so modified.
- (e)** An appeal under this subsection is the sole remedy of any person aggrieved by a determination of the governing body, whether or not the improvement was made according to the plans and specifications, and shall raise any question of law or fact, stated in the notice of appeal, involving the making of the improvement, the assessment of benefits or the award of damages or the levy of any special assessment. The limitation in par. (a) does not apply to appeals based on fraud or on latent defects in the construction of the improvement discovered after the period of limitation.
- (f)** It is a condition to the maintenance of an appeal that any assessment appealed from shall be paid when the assessment or any installments become due. If there is a default in making a payment, the appeal shall be dismissed.
- (13)** Every special assessment levied under this section is a lien on the property against which it is levied on behalf of the municipality levying the assessment or the owner of any certificate, bond or other document issued by public authority, evidencing ownership of or any interest in the special assessment, from the date of the determination of the assessment by the governing body. The governing body shall provide for the collection of the assessments and may establish penalties for payment after the due date. The governing body shall provide that all assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent special assessment, as defined under s. 74.01 (3), against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes apply to the special assessment, except as otherwise provided by statute.
- (14)** If a special assessment levied under this section is held invalid because this section is found to be unconstitutional, the governing body may reassess the special assessment under any applicable law.

**History:** 1971 c. 313; 1973 c. 19; 1977 c. 29; 1977 c. 285 s. 12; 1977 c. 418; 1979 c. 323 s. 33; 1983 a. 207; 1987 a. 27, 403; 1989 a. 322; 1991 a. 39, 316; 1995 a. 378, 419; 1997 a. 213; 1999 a. 150 ss. 525 to 535; **Stats. 1999 s. 66.0703**; 2015 a. 55.

Under sub. (15) [now sub. (13)] the assessment lien is effective from the date of the determination of the assessment, not from the date of the publication of the resolution. *Dittner v. Town of Spencer*, 55 Wis. 2d 707, 201 N.W.2d 450 (1972).

A presumption arises that an assessment was made on the basis of benefits actually accrued. In levying a special assessment for benefits to residential property from a public improvement, the benefit to the property as commercial property may be considered only if the assessing authority can prove there is a reasonable probability of rezoning the property in the near future. *Molbreak v. Village of Shorewood Hills*, 66 Wis. 2d 687, 225 N.W.2d 894 (1975).

The plaintiff's failure to comply strictly with the express terms of sub. (12) (a) and (f) deprived the court of subject matter jurisdiction. *Bialk v. City of Oak Creek*, 98 Wis. 2d 469, 297 N.W.2d 43 (Ct. App. 1980).

"Special benefits" under sub. (1) (a) is defined as an uncommon advantage accruing to the property owner in addition to the benefit enjoyed by other property owners. *Goodger v. City of Delavan*, 134 Wis. 2d 348, 396 N.W.2d 778 (Ct. App. 1986).

Confirmation under sub. (10) permits interest to be collected from the date of the original assessment. *Gelhaus & Brost v. City of Medford*, 143 Wis. 2d 193, 420 N.W.2d 775 (Ct. App. 1988).

Sub. (12) (d) does not permit a trial court to correct an assessment that was annulled due to lack of evidence. Because sub. (12) (d) evinces an intent that the municipality will reassess, a trial court may modify an assessment only if there is an adequate record of evidence to make the determination. *VTAE District 4 v. Town of Burke*, 151 Wis. 2d 392, 444 N.W.2d 733 (Ct. App. 1989).

Property specially assessed under the police power must be benefitted to some extent, and the method of assessment must be reasonable, not arbitrarily or capriciously burdening any group of property owners. *CTI Group v. Village of Germantown*, 163 Wis. 2d 426, 471 N.W.2d 610 (Ct. App. 1991).

Imposition of interest on an assessment from the date of enactment of an ordinance is unreasonable. *Village of Egg Harbor v. Sarkis*, 166 Wis. 2d 5, 479 N.W.2d 536 (Ct. App. 1991).

A police power special assessment must benefit the property and be made on a reasonable basis. The degree, effect, and consequences of the benefit must be examined to measure reasonableness. Mere uniformity of treatment does not establish reasonableness; rather uniqueness of a property may be the cause for the assessment being unreasonable. *Lac La Belle Golf Club v. Lac La Belle*, 187 Wis. 2d 274, 522 N.W.2d 277 (Ct. App. 1994).

Sub. (12) (a), when read with s. 895.346, allows a cash deposit in lieu of a bond. *Aiello v. Village of Pleasant Prairie*, 206 Wis. 2d 68, 556 N.W.2d 67 (1996), 95-1352.

An assessment that cannot be legally made cannot be validated by reassessment under sub. (10). An assessment that is invalid by reason of a defect or omission, even if material, may be cured by reassessment. Reassessment is not limited to situations when construction has not yet commenced, and may be made after the project is completed. *Dittberner v. Windsor Sanitary District*, 209 Wis. 2d 478, 564 N.W.2d 341 (Ct. App. 1997), 98-0877.

Appeals brought under sub. (12) (a) are exempt from the notice provisions of s. 893.80 (1). *Gamroth v. Village of Jackson*, 215 Wis. 2d 251, 571 N.W.2d 917 (Ct. App. 1997), 96-3396.

An appellant's filing under sub. (12) (a) of a notice of appeal and bond with the municipal clerk within the 90-day limit, but not in the circuit court, was a reasonable interpretation of the statute and did not result in the appeal being untimely. *Outagamie County v. Town of Greenville*, 2000 WI App 65, 233 Wis. 2d 566, 608 N.W.2d 414, 99-1575.

A summons and complaint meets the requirement of "written notice of appeal" under sub. (12) (a). *Mayek v. Cloverleaf Lakes Sanitary District #1*, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

The filing of an appeal prior to publication of the final resolution required by sub. (8) (d) was not premature under sub. (12) (a). Section 808.04 (8), which provides that a notice of appeal filed prior to the entry of the order appealed from shall be treated as filed after the entry, is applicable to appeals under this section as the result of the application of s. 801.01 (2), which makes chs. 801 to 847 applicable in all special proceedings. *Mayek v. Cloverleaf Lakes Sanitary District #1*, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

Section 60.77 authorizes town sanitary districts to levy special assessments and makes the procedures under this section applicable to those districts. As such, service of a notice of appeal on the district clerk was proper under this section. *Mayek v. Cloverleaf Lakes Sanitary District #1*, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

Legal expenses associated with an appeal of a special assessment may not be added to the assessment under sub. (5). Such legal expenses are not reasonably attributed to the work or improvement as they do not aid in its creation or development. *Bender v. Town of Kronenwetter*, 2002 WI App 284, 258 Wis. 2d 321, 654 N.W.2d 57, 02-0403.

Because special assessments can only be levied for local improvements, before the propriety of the assessment can be addressed the circuit court must initially examine whether the improvement is local. The purpose for making the improvements is relevant to resolving the nature of the improvement, but not determinative because the court must also consider the benefits the property receives. The purpose for initiating improvements must be for reasons of accommodation and convenience, and the object of the purpose must be primarily for the people in a particular locality. *Genrich v. City of Rice Lake*, 2003 WI App 255, 268 Wis. 2d 233, 673 N.W.2d 361, 03-0597.

Uniformity requires the assessment to be fairly and equitably apportioned among property owners in comparable positions. The municipality must use a method of assessment that produces a uniform and equal value for all affected properties. It is unreasonable to use the same method to assess a group of property owners when it results in an entirely disproportionate result that could easily be remedied by using a different method or to assess one group of property owners by a different method from that used to assess others if the results are entirely disproportionate. There is no per se reasonable method. *Genrich v. City of Rice Lake*, 2003 WI App 255, 268 Wis. 2d 233, 673 N.W.2d 361, 03-0597

An availability charge assessed against each condominium unit served by a sewer extension through a single connection from the condominium lot to the sewer was not levied uniformly and imposed an inequitable cost burden as compared with the benefit accruing to the petitioners and to all benefitted properties. The availability charge lacked a reasonable basis because: 1) there was no nexus

between the availability charge and the district's recovery of the capital cost to it to provide sanitary sewer service to individual lots; 2) other lots with multiple habitable units and were provided the same sewer service through one stub were assessed only one availability charge; and 3) there was no showing that the condominium owners received a greater benefit than was provided to other lots that were affected by the sewer extension. *Steinbach v. Green Lake Sanitary District*, 2006 WI 63, 291 Wis. 2d 11, 715 N.W.2d 195, 03-2245.

This section does not require the special assessment process be completed before any work is done. *Park Avenue Plaza v. City of Mequon*, 2008 WI App 39, 308 Wis. 2d 439, 747 N.W.2d 703, 06-2339.

Absent an intent to mislead, procedural deficiencies, assuming they exist, do not constitute fraud, which is expressly excluded from the 90-day period of appeal under sub. (12) (e). Rather, procedural deficiencies are precisely the type of allegations that shall be raised in an appeal under sub. (12). *Emjay Investment Company v. Village of Germantown*, 2011 WI 31, 333 Wis. 2d 252, 797 N.W.2d 844, 09-1714.

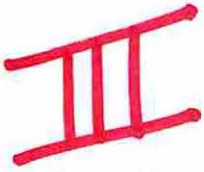
Special assessments can only be levied for local improvements. If the improvement's primary purpose and effect are to benefit the public, it is not a local improvement. While general improvements grant substantially equal benefits and advantages to the property of the whole community or otherwise benefit the public at large, local improvements confer "special benefits" on property in a particular area. A special benefit has the effect of furnishing an "uncommon advantage" that either increases the services provided to the property or enhances its value. An uncommon advantage is a benefit that differs in kind rather than in degree from those benefits enjoyed by the general public. *Hildebrand v. Town of Menasha*, 2011 WI App 83, 334 Wis. 2d 259, 800 N.W.2d 502, 10-0897.

Under s. 801.01 (2), chs. 801 to 847 "govern procedure and practice in circuit courts of this state in all civil actions and special proceedings . . . except where different procedure is prescribed by statute or rule." Special assessment appeals under this section are special proceedings. Nothing in this section conflicts with Wisconsin's notice pleading rules under s. 802.02 and there is no reason why the principles of notice pleading should not apply to appeals of special assessments. *CED Properties LLC v. City of Oshkosh*, 2014 WI 10, 352 Wis. 2d 613, 843 N.W.2d 382, 12-0005.

State property is not subject to assessment of special charges. 69 Atty. Gen. 269.

Landowners who were not treated in a discriminatory manner and did not avail themselves of the statutory right to appeal the merits of an assessment against land based on a report under sub. (2) [now sub. (4)] were not deprived of due process or equal protection and could not maintain an action under the civil rights act for damages. *Kasper v. Larson*, 372 F. Supp. 881.

Wisconsin special assessments. *Klitzke and Edgar*. 62 MLR 171 (1978).



Res. No. \_\_\_\_\_ - 17 - 18. By Alderpersons Donohue and Ross. July 3, 2017.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for the water lateral replacement in Michigan Avenue from North 3<sup>rd</sup> Street to North 4<sup>th</sup> Street.

RESOLVED: That the assessments and schedule of the proposed assessments prepared by the Board of Water Commissioners for the proposed water lateral replacement in Michigan Avenue from North 3<sup>rd</sup> Street to North 4<sup>th</sup> Street are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

BE IT FURTHER RESOLVED: That the Board of Water Commissioners is hereby authorized and directed to carry out the work in accordance with the report, as finally approved, and that payment thereof be made as therein provided.

*Consent*

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

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By PUBLIC WORKS COMMITTEE. July 3, 2017.

Your Committee to whom was referred Res. No. 37-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into an agreement for the Michigan Avenue Storm Sewer Replacement; 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

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III

5.3

Res. No. 37 - 17 - 18. By Alderperson Wolf. June 19, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for the Michigan Avenue Storm Sewer Replacement.

WHEREAS: The Sheboygan Water Utility also has utility work in the same area, therefore the City of Sheboygan and the Sheboygan Water Utility jointly bid the project.

WHEREAS: The Sheboygan Water Utility accepted bids for the project and six bids were received in response. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Advanced Construction	\$383,831.80
Buteyn Peterson Construction	\$413,442.50
PTS, Inc.	\$440,063.90
Vinton Construction	\$459,415.01
David Tenor Corporation	\$469,804.50
DeGroot, Inc.	\$612,836.06

WHEREAS: The City of Sheboygan portion of the work is \$282,456.80 if awarded to Advance Construction.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into agreement with the Sheboygan Water Utility in awarding a contract to Advance Construction and are authorized to draw funds from the following accounts:

47633140-631200 \$282,456.80 in payment of same.

*Sub Hts 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**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to enter into an agreement between the City of Sheboygan and Sheboygan Water Utility for Michigan Avenue Storm Sewer Replacement.

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

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**REPORT DATE:** June 14, 2017

**MEETING DATE:** June 27, 2017

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**FISCAL SUMMARY:**

Budget Line Item: 47633140-631200  
Budget Summary: Capital Improvement Fund  
Budgeted Expenditure: \$300,000  
Budgeted Revenue:

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

This document authorizes the department to enter into an agreement with the Sheboygan Water Utility for reconstruction of the Michigan Avenue Storm Sewer between 3<sup>rd</sup> Street and 4<sup>th</sup> Street. The Sheboygan Water Utility and the City of Sheboygan jointly bid the project, with the Sheboygan Water Utility entering into a contract with the low bidder.

Due to the possible disruption of lead water services in the project area, the Water Utility decided to replace the lead water services and the water main in the same area that the storm sewer in being replaced.

**Summary of Bids (All work including Water Utility Items):**

Advance Construction	\$383,831.80
Buteyn Peterson Construction	\$413,442.50
PTS, Inc.	\$440,063.90
Vinton Construction	\$459,415.01
David Tenor Corporation	\$469,804.50
DeGroot, Inc.	\$612,836.06

The City of Sheboygan portion of the project is \$282,456.80 if awarded to Advance Construction

**STAFF COMMENTS:**

The bid priced from Advnaced Construction for the proposed work have been found reasonable and approval of the resolution is recommended.

The storm sewer work is required to increase the size of the the existing storm sewer that is undersized and in poor condtion.

**ACTION REQUESTED:**

Recommend approval of resolution.

**ATTACHMENTS:**

None.



## Bid Summary

Date: 6/14/2017

Project: Michigan Avenue Storm Sewer

Item #:	Item Name:	Quantity	Units	Unit Price	Item Price
1	Traffic Control	0.5	LS	\$ 15,500.00	\$ 7,750.00
2	Erosion Control	0.5	LS	\$ 6,500.00	\$ 3,250.00
3	Removing Asphalt Pavement - Milling	2520.0	SY	\$ 3.00	\$ 7,560.00
4	Removing Concrete Pavement	1162.0	SY	\$ 5.50	\$ 6,391.00
5	Removing Curb and Gutter	393.0	LF	\$ 4.00	\$ 1,572.00
6	Removing Sidewalk / Driveway	210.0	SY	\$ 4.50	\$ 945.00
7	Storm Sewer, Remove 24" Storm Sewer Pipe	20.0	LF	\$ 45.00	\$ 900.00
8	Storm Sewer, Remove Temporary 24" PVC Connection at Sta: 7+22	1.0	LS	\$ 4,000.00	\$ 4,000.00
9	Storm Sewer, Abandon 48"/24" Storm Sewer Pipe (Filling Required)	1.0	LS	\$ 3,000.00	\$ 3,000.00
10	Storm Sewer, Abandon 42" Storm Sewer (Filling Not Required)	1.0	LS	\$ 2,000.00	\$ 2,000.00
11	Storm Sewer, Abandon and Seal Existing Storm Sewer Manhole, Catchbasin and Inlet Leads	1.0	LS	\$ 4,000.00	\$ 4,000.00
12	Storm Sewer, Inlet, N-1, including frame and grate	2.0	EA	\$ 2,000.00	\$ 4,000.00
13	Storm Sewer, Manhole, 48-inch, including frame and lid	1.0	EA	\$ 2,000.00	\$ 2,000.00
14	Storm Sewer, Manhole, 72-inch, including frame and lid	4.0	EA	\$ 4,000.00	\$ 16,000.00
15	Storm Sewer, Manhole, 96-inch, including frame and lid	1.0	EA	\$ 5,500.00	\$ 5,500.00
16	Storm Sewer, Pipe, 10-inch PVC SDR 35	5.0	LF	\$ 60.00	\$ 300.00
17	Storm Sewer, Pipe, 12-inch PVC SDR 35	123.0	LF	\$ 65.00	\$ 7,995.00
18	Storm Sewer, Pipe, 15-inch PVC SDR 35	59.0	LF	\$ 71.00	\$ 4,189.00
19	Storm Sewer, Pipe, 29x45-inch Class III Reinforced Concrete Horizontal Elliptical	56.0	LF	\$ 130.00	\$ 7,280.00
20	Storm Sewer, Pipe, 36-inch Class III Reinforced Concrete	182.0	LF	\$ 111.00	\$ 20,202.00
21	Storm Sewer, Pipe, 42-inch Class III Reinforced Concrete	203.0	LF	\$ 126.00	\$ 25,578.00
22	Storm Sewer, Pipe, 48-inch Class III Reinforced Concrete	195.0	LF	\$ 150.00	\$ 29,250.00
23	Storm Sewer, Connect to Existing N-2 Inlet	4.0	EA	\$ 440.00	\$ 1,760.00



## Bid Summary

Date: 6/14/2017

Project: Michigan Avenue Storm Sewer

Item #:	Item Name:	Quantity	Units	Unit Price	Item Price
24	Storm Sewer, Connect to Existing Manhole ST-21-022, including structure and bench modifications	1.0	EA	\$ 1,600.00	\$ 1,600.00
25	Storm Sewer, Connect to Existing 48" Pipe @ Sta: 7+26	1.0	EA	\$ 600.00	\$ 600.00
26	Storm Sewer, 48" Concrete Collar	1.0	EA	\$ 850.00	\$ 850.00
27	Storm Sewer, Connect to Existing 10" Pipe at Sta: 5+32	1.0	EA	\$ 250.00	\$ 250.00
28	Storm Sewer, 10" Concrete Collar	1.0	EA	\$ 350.00	\$ 350.00
29	Storm Sewer, Inlet Grate, Neenah Type "L"	2.0	EA	\$ 500.00	\$ 1,000.00
30	Storm Sewer, Insulation Board Polystyrene (4-inch)	6.0	SY	\$ 20.00	\$ 120.00
31	Sanitary Sewer, Pipe, 6" PVC SDR 35 Lateral	75.0	LF	\$ 95.00	\$ 7,125.00
32	Concrete Curb and Gutter, 24-inch, including Base Aggregate	189.0	LF	\$ 28.00	\$ 5,292.00
33	Concrete Curb and Gutter, 26-inch, including Base Aggregate	204.0	LF	\$ 29.45	\$ 6,007.80
34	4" Concrete Sidewalk, including base aggregate	916.0	SF	\$ 5.00	\$ 4,580.00
35	6" Concrete Sidewalk / Driveway, including base aggregate	98.0	SY	\$ 52.00	\$ 5,096.00
36	Concrete Curb - Pedestrian, including Base Aggregate	41.0	LF	\$ 25.00	\$ 1,025.00
37	Concrete Base Course, 7-inch, including Base Aggregate	770.0	SY	\$ 52.00	\$ 40,040.00
38	Concrete Pavement, 8-inch (non-doweled), including Base Aggregate	468.0	SY	\$ 72.00	\$ 33,696.00
39	4" Topsoil, Seed, Fertilizer, and Erosion Mat, Urban Class I Type A	256.0	SY	\$ 6.50	\$ 1,664.00
Base Bid Total					\$ 274,717.80
<b><u>ALTERNATES</u></b>					
<i>ALTERNATE 1 - REMOTE WATER SPIGOT</i>					
A1	1" WATER SERVICE PIPE - CURB STOP/BLOWOUT ASSEMBLY TO SPIGOT ASSEMBLY	17.0	LF	\$ 80.00	\$ 1,360.00
A2	CURB STOP/BLOW OUT ASSEMBLY	1.0	EA	\$ 420.00	\$ 420.00
A3	SPIGOT ASSEMBLY	1.0	EA	\$ 350.00	\$ 350.00
WM 12	Water Service Replacement (Will need to negotiate this)	71.0	LF	\$ 79.00	\$ 5,609.00



Bid Summary

Date: 6/14/2017

Project: Michigan Avenue Storm Sewer

Item #:	Item Name:	Quantity	Units	Unit Price	Item Price
				Total Alternate 1	\$ 7,739.00
<b>Grand Total</b>					<b>\$ 282,456.80</b>

VII

R. C. No.     - 17 - 18. By LAW AND LICENSING COMMITTEE. July 3, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 53-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, and June 30, 2018; recommends that the following licenses be granted:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1701	Bienert, Terry L.	2226 Plymouth Lane
1679	Cavanaugh, Jerica E.	639 Leavens Ave.
1702	Derosier, Brianna L.	N6261 Riverview Rd., Plymouth
1673	Eastman, Montana	3414 N. 13 <sup>th</sup> St.
1665	Foss, Marie M.	305 Wisconsin Avenue
1667	Gamez, Dale H.	2013 Copper Avenue
1677	Gill, Elizabeth H.	4313 Liberty Ct.
1691	Goetsch, Jordan D.	2035 N. 12 <sup>th</sup> St.
7249	Hess, Jeannie M.	2225 N. 22 <sup>nd</sup> St.
1671	Hinz, Mackenzie N.	2221 Mill Rd.
1674	Kelly, Charles	634 Roosevelt Rd., Kohler
1686	Meyer, Collin	15324 Horseshoe Lake Rd., Newton
1689	Miller, Courtney	830 N. Water St. Apt. 324
1698	Pruitt, Adam B.	612 A Broadway St.
1666	Ratzel, Alan R.	3917 Mendacino Ln. Apt. 307
1695	Reynolds, Nicole L.	3024 N. 9 <sup>th</sup> St. #4
1696	Rivas, Leeah R.	1032 N. 16 <sup>h</sup> St.
8862	Roelse, Julie L.	W2595 CTY Rd. N. Sheb. Falls
1664	Strickland, Eddie M.	2748 N. 10 <sup>th</sup> St.
1699	Taubel, Heather A.	506 Schwartz St., Plymouth
0575	Temby, Ian D.	3017 S. 12 <sup>th</sup> St.
1688	Torres, Ruben Jr.	N7772 Lakeshore Rd.
1684	Vera, Wendy L.	2115 S. 12 <sup>th</sup> St. Apt. A
1687	Webster, Patrick L.	4921 W. Flanders Rd., McHenry, Il.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7800	Abstetar, Elizabeth A.	709 Park St., Manitowoc
0749	Adamavich, Brooke A.	1301 S. 19 <sup>th</sup> St.
1004	Adamavich, William J.	3823 S. 11 <sup>th</sup> St.
7012	Alvarez, Alexander D.	2929 N. 26 <sup>th</sup> St.
5585	Arentsen, Jon M.	N1457 Sauk Trail Rd., Oostburg
6932	Aschenbach, Kimberly A.	1207 Union Ave.
0764	Augustin, Jeremy L.	2010 N. 12 <sup>th</sup> St.
0800	Balge, Jennifer A.	1534 Blocki Ct.
4736	Bartlow, Keli M.	1812 S. 13 <sup>th</sup> St.
8236	Batt, Jason F.	722 Spring Ave.
0887	Bauer, Kathleen M.	1030 Pershing Ave.

*Concise*

9495	Baughman, Laura B.	3608 S. 11 <sup>th</sup> St.
5214	Beauvais, Dawn M.	1133 Ontario Ave.
1057	Becker, Angela F.	2234 N. 20 <sup>th</sup> St.
9427	Bedore, Amanda L.	518 Pennsylvania Ave.
9030	Benish, Leland J. (Club)	2513 N. 9 <sup>th</sup> St.
0253	Berg, Stacey L.	1618 Georgia Ave.
6224	Bloedorn, Kim M.	1009 Superior Ave.
1130	Brezonik, John J.	1120 Pershing Ave.
8239	Bridges, John L. (Club)	2221 Cooper Ave.
4770	Butzen, Karen K.	1430 Geele Ave. Apt. 1
2440	Butzen, Marthajo	685 E. Washington Ave., Cleveland
0051	Carlson, Leah S.	1819 N. 2 <sup>nd</sup> St. Apt A
9509	Casper, Debra L.	3728 Kennedy Circle
2482	Chavez, Angie C.	1507 S. 21 <sup>st</sup> St.
9078	Christel, Jessica L.	906 Logan Avenue
5433	Cordle, Alexia J.	1520 S. 13 <sup>th</sup> St.
0821	Creager, Jennifer L.	303 S. Wisconsin Dr., Howards Grove
7020	Dawson, Elizabeth M.	1220A Alabama Ave.
1472	Dekarske, Craig A.	2019 N. 11 <sup>th</sup> St.
9986	Depagter, James R.	3417 S. 12 <sup>th</sup> Place
8037	Diedrich, Hayley E.	619 N. 8 <sup>th</sup> St. #3
7468	Draughon, Roman J.	1702 Alexander Ct.
7671	Duncan, Melody L.	20 Chippewa Trail
0870	Duren, Ryan M.	1447 Parkview Ter #30
7163	Dyke, Jennifer L.	N3328 County Rd.A East, Sheb. Falls
0092	Ehler, Kristi L.	3609 N. 21 <sup>st</sup> St.
0769	Fechter, Scott A.	7729 CTY Rd. D, Random Lake
5335	Fields, John C.	611 Meadow Lane, Sheb. Falls
2377	Fischer, Donna S.	1824 N. 27 <sup>th</sup> Pl.
9338	Flores, Diane G.	1637 S. 26 <sup>th</sup> St.
7641	Frericks, Julie A.	925 S. 14 <sup>th</sup> St.
0136	Fredricks, Sydney A.	1606 Wilson Ave.
4430	Gilbertson, Lindian M.	2335 N. 15 <sup>th</sup> St. Apt A
5170	Gilbertson, Stephen J. (Club)	1216 N. 29 <sup>th</sup> St.
7572	Graefe, Lee P.	1028A Mead Avenue
0945	Gregorich, Cameron E.	3255 Main Avenue
9377	Grohman, Sander A.	1521 New Jersey Ave.
9327	Gruenke, Elizabeth A.	2745 N. 8 <sup>th</sup> St.
6198	Hagerman, Ashley E.	2222 N. 23 <sup>rd</sup> St.
0962	Hameister, Jonathan J.	1049 Janewood Ln.
7498	Hansen, John R.	1105 Los Angeles
5597	Hansen, Kevin J.	1114 Pershing Avenue
6181	Harpold, William A.	1914A Calumet Dr.
8270	Heitzmann, Adam J.	2206 Sunflower Ave.
9474	Helmke, Amber L.	3213 N. 26 <sup>th</sup> St.
3028	Hendrikse, Cathy A.	1416 Logan Ave.
8391	Hernandez, Jose U.	1127 Michigan Ave.
1505	Hinz, Laurie J.	3616 S. 17 <sup>th</sup> St.
1568	Jetzer, Julian E. (Club)	1623 Sandstone Ln., Howards Grove
9885	Kaat, Amber M.	1613 Indiana Avenue
9513	Kaemmer, Tracey R.	1231 Huron Ave.
0916	Kempf, Corey D.	220 Fremont St. #251, Kiel
8229	Kiley, Lisa J.	813 N. Evans St.

0762 Kiley, Wayne F.	813 N. Evans St.
0249 Kinney, Kathleen M.	402 Saddle Ridge, Portage
9757 Kluck, Victoria C.	2132 N. 25 <sup>th</sup> St.
5973 Krebsbach, Kristin E.	1528 S. 7 <sup>th</sup> St.
5346 Kreutz, Michael S. (Club)	5315 Lakeshore Rd.
1703 Kuehlmann, Sherry A.	1721 Ashland Ave. Apt. 101
5598 Kussard, Gary L.	3112 N. 8 <sup>th</sup> St.
4972 Lawrence, Susan M.	1028 Lincoln Ave.
6911 Lee, Manasty V.	434 Ontario Ave.
2704 Lehmann, Ryan J.	1447 S. 21 <sup>st</sup> St.
5670 Lester, Jason D.	1408 S. 8 <sup>th</sup> St.
9512 Lilyquist, Steve C.	2510 S. 12 <sup>th</sup> St.
3553 Loesing, Stephanie A.	1623 N. 37 <sup>th</sup> St.
7845 Maclaughlin, Penny L.	1719 Elm Avenue
3291 Mallmann, Louis L.	2631 N. 29 <sup>th</sup> St.
7491 Martinez, Rufino C.	2748 N. 10 <sup>th</sup> St. #11
0929 Mayr, Cherilyn A.	1913 Wiemann Avenue
6968 McFarland, Lloyd P.	1414 N. 17 <sup>th</sup> St.
8466 McMahan, Susan M.	932 Bell Ave.
0360 Merrill, Anna K.	1120 S. 17 <sup>th</sup> St.
7676 Meulbroek, Robert W.	4830 Ferndale Ct.
0861 Morton, Danielle R.	3114 N. 9 <sup>th</sup> St.
0953 Morton, Michael G.	1619 Division Ave.
6011 Nennig, David M.	1559 N. 15 <sup>th</sup> St.
8549 Nienhuis, Matthew B.	4313 Liberty Ct. BB207
4927 Oehldrich, Richard M.	830 N. 36 <sup>th</sup> St.
6805 Oelhafen, Vanessa A.	1617 New Jersey Ave.
0030 Ottman, Donna J.	127 Kay Ave., Sheb. Falls
1954 Peaschek, Daniel R.	2616 N. 25 <sup>th</sup> St.
3797 Pena, Javier (Club)	929 Indiana Ave. Apt. A
6184 Pfeifer, Katherine A.	706 Oriole Ln., Howards Grove
9353 Phalin-Christman Thomas J.	936 Superior Ave.
9480 Pierce, Christine L.	1709 S. 26 <sup>th</sup> St.
9453 Pilgrim, Marion M.	1042AS Willow Ln., Kohler
6395 Prieto, Caroline P.	1527 S. 13 <sup>th</sup> St.
1992 Procek, Edward J.	1230 S. 13 <sup>th</sup> St.
1993 Procek, Susan L.	1230 S. 13 <sup>th</sup> St.
9083 Puetten, Frank Von Der	1716 N. 19 <sup>th</sup> St.
9972 Ramey, Angela S.	514 N. 26 <sup>th</sup> St.
9176 Reese, Alexa M.	634 Dillingham Ave.
0323 Richter, Erin E.	1640 S. 19 <sup>th</sup> St.
0924 Ripplinger, Kasey A.	1236A St. Clair Ave.
9973 Rishel, Aaron E.	1911 N. 12 <sup>th</sup> St.
6888 Rosas, Lucia	2407 Broadway
6331 Ross, Daniel T.	2332A Park Place
7528 Rudd, Jacqueline J.	W2551 Theobald Ct.
7052 Schad, Jamie L.	2526 N. 9 <sup>th</sup> St.
0228 Schmitz, Lori M.	402 Diane St., Chilton
0324 Schneider, Nancy C.	2019 N. 40 <sup>th</sup> St.
7337 Senkbeil, Steve J. (Club)	4040 N. 29 <sup>th</sup> St.
2135 Sessler, Steven J. (Club)	1019 Indiana Ave.
7621 Skrube, Lisa L.	1844 N. 20 <sup>th</sup> St.
0793 Sonia, Jason C.	2040 Folger Ct.

9472 Spettel, Deborah A.	4615 Mueller Rd.
0933 Spettel, Ricky G. (Club)	612 Superior Ave.
8248 Stanisch, Leah M.	2726 S. 11 <sup>th</sup> Pl.
7673 Steen, Linda S.	4166 Red Birch Ct.
5874 Tadych, Emily J.	2104 Folger Court
2218 Tauferner, Gary L.	2606 Grey Fox Court
2219 Tauferner, Richard M.	3523 Lannon Rd.
0785 Thiel, Billy A.	1703 N. 37 <sup>th</sup> St.
0207 Thompson, Mitchell D.	1131 Main Ave.
9323 Tolbert, Crystal P.	716 Spring Ave.
2241 Trilling, Jane A.	2205 S. 10 <sup>th</sup> St.
2257 Van Veghel, John V.	825 N. 28 <sup>th</sup> St.
7762 Van Veghel, Stephen F.	402 Clement Ave.
9173 Vidimos, John J.	3015 N. 15 <sup>th</sup> St.
5374 Vidimos, Melodie A.	2203 N. 20 <sup>th</sup> St.
5212 Vidimos, Mike E.	2203 N. 20 <sup>th</sup> St.
8331 Vitale, Umberto	1128 N. 29 <sup>th</sup> St.
0792 Vorpahl, Julia V.	1527 Carmen Ave.
4924 Vugrinovich, Laura J.	1214 Georgia Ave.
3089 Walker, Elizabeth A.	612 Superior Avenue
6097 Wegner, Jennifer L.	2008 S. 8 <sup>th</sup> St.
0748 Werner, Sydney R.	3741 S. 10 <sup>th</sup> St.
9511 Wiegand, June D.	N 7367 Northstar Rd.
6803 Wilsing, William J. (Club)	4454 Idlewild Ln.
0038 Wright, Ellen M.	540 Petra Ln.
2338 Wyckoff, Kevin J.	1921 N. 38 <sup>th</sup> St.
7394 Zimmerman, Holly A.	1423 N. 7 <sup>th</sup> St.
0874 Zimmerman, Kaycee L.	N6338 Gardenia Ln., Fond Du Lac

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1675	Luedke, Amy M.	N4811 Blueberry Ln., Plymouth
1678	Roland, Eric	1204 Parkwook Blvd #F

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

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

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

VII

R. C. No. \_\_\_\_\_ - 17 - 18. By LAW AND LICENSING COMMITTEE. July 3, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 69-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, and June 30, 2018; recommends that the following licenses be granted:

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>
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*Consent*

IV

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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\_\_\_\_.**

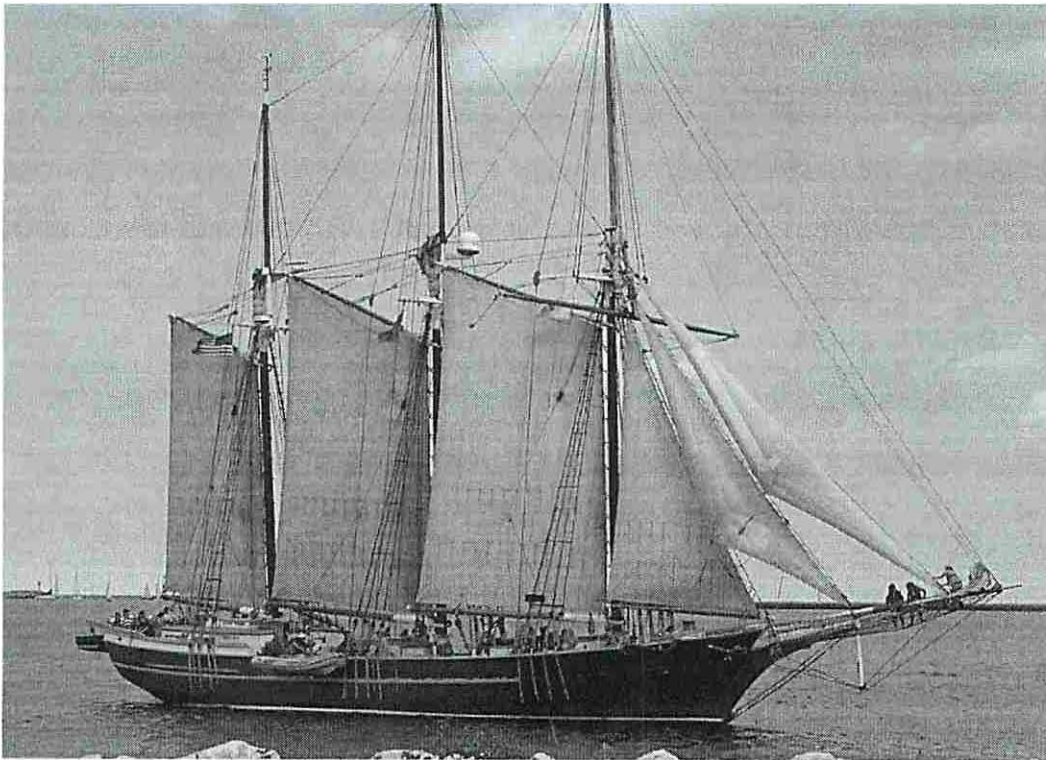
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

II

R. O. No.       - 17 - 18. By DIR. OF PLANNING AND DEVELOPMENT. July 3, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, for the Discovery World Museum to dock the Denis Sullivan at South Pier on August 15, 2017 and waiving any docking fees. It has been a number of years since the Denis Sullivan, a replica three-masted, wooden schooner from Milwaukee. The schooner will be in the Port of Sheboygan as part of the "Get into your Sanctuary" event being coordinated by NOAA and the marine sanctuary communities.



1  
Suspend  
1  
Ac & Approve.

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Director of Planning and  
Development

II

R. O. No.       - 17 - 18.

By DIR. OF HUMAN RESOURCES AND LABOR RELATIONS  
AND THE FIRE CHIEF. July 3, 2017.

Submitting the Sheboygan Fire Department Administrative Study - A Report  
of Findings and Recommendations - City of Sheboygan Fire Department  
Administrative Study July 2017 with Sections 1 and 2.

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page.

**CITY OF SHEBOYGAN**

**REQUEST FOR COMMON COUNCIL CONSIDERATION**

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**ITEM DESCRIPTION:** Fire Department Administrative Study

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**REPORT PREPARED BY:** Director of Human Resources and Labor Relations, Sandy Rohrick and Fire Department Chief Mike Romas

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**REPORT DATE:** July 3, 2017

**MEETING DATE:** July 3, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:**

In April, 2017, City Council requested the Fire Chief and Director of Human Resources and Labor Relations to review job descriptions and identify any deficiencies or over-lapping duties and make recommendations. The purpose of this report and presentation is to inform Common Council of the results of the study as requested in Res. No. 227-16-17.

**STAFF COMMENTS:**

Director of Human Resources and Labor Relations Sandy Rohrick and Fire Chief Romas met to discuss the time table, review process and objectives of the study. It was decided that Human Resources Director Rohrick would take the lead on the study as non-department member to offer a different point-of-view.

Over twenty members of the Fire Department were interviewed by Director Rohrick, including several Fire Fighters, Captains and members of the Command Staff about their job descriptions, duties and responsibilities, as well as that of their subordinates and supervisors. The interview process revealed several notable observations regarding the department's more recent history, as well as an opportunity for employees of all levels to share their opinions and perceptions.

**ACTION REQUESTED:**

Members of the Common Council are asked to review the completed study.

**ATTACHMENTS:**

- I. Sheboygan Fire Department Administrative Study



# Sheboygan Fire Department Administrative Study

## A Report of Findings and Recommendations

City of Sheboygan  
Fire and EMS Study



As Presented on June 12, 2017 by  
Sandy Rohrick, Director of Human Resources and Labor Relations and  
Mike Romas, Sheboygan Fire Chief

**Background Information About The Study**

In accordance with Substitutes of Resolution Number 227-16-17 dated April 5, 2017,

“A RESOLUTION directing Fire Chief Michael Romas to work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with a report due in six weeks.

WHEREAS, it is the sense of the council that there are certain morale issues among firefighters; and

WHEREAS, some of those morale issues seem to be related to concerns regarding staffing, including the perceived need to union personnel to regularly fill in and perform the work of battalion chiefs.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief Michael Romas work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with report due in six weeks.

The resolution based on a perceived morale issues relating to staffing, including the perceived need for union personnel to regularly fill in and perform the work of battalion chiefs, Alderpersons Holzschuh, Heidemann and Thiel requested Fire Department Chief Romas and Director of Human Resources and Labor Relations Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected.”

Fire Chief, Mike Romas, and Director of Human Resources and Labor Relations, Sandy Rohrick, performed a review of the job descriptions, as identified in the resolution. In addition, Director Rohrick interviewed various personnel throughout the department to become better familiarized with the internal dynamics of the department. This report identifies the results of both the job description review and the administrative study by Director Rohrick.

## Sheboygan Fire Stations



**Station 1:**  
833 New York Avenue  
Engine 1/Med 1



**Station 2:**  
2413 South 18<sup>th</sup> Street  
Rescue 2/Med 2  
Trench Rescue Trailer



**Station 3: Department Headquarters**  
1326 North 25<sup>th</sup> Street  
Engine 3 / Med 3 / Battalion Chief Car  
Med 6 (Reserve Ambulance)

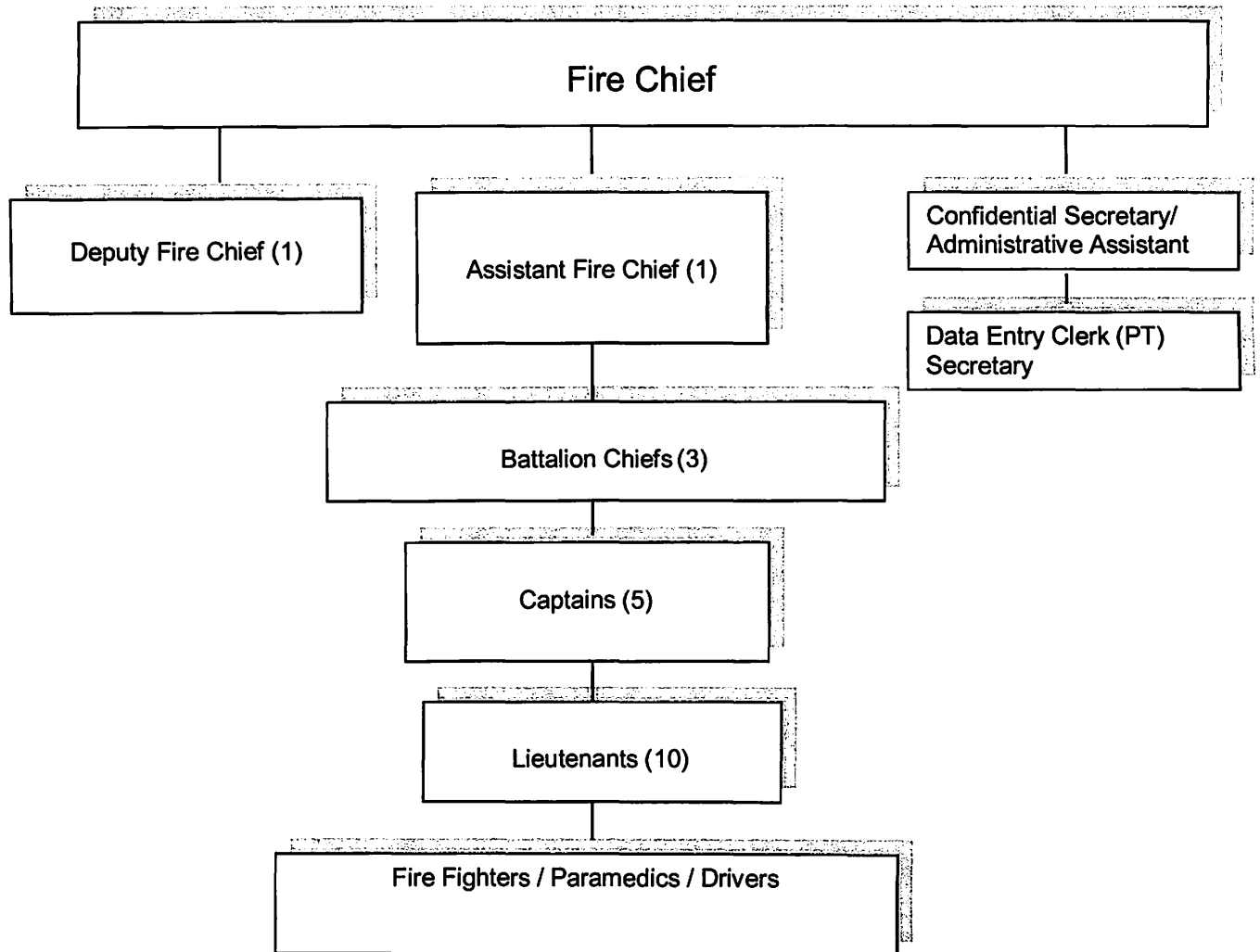


**Station 4:**  
2622 North 15<sup>th</sup> Street  
Ladder 4  
Engine 6 (Reserve Engine)



**Station 5:**  
4504 South 18<sup>th</sup> Street  
Ladder 5  
Engine 7 (Reserve Engine)

**Fire Department**  
**Table of Organization**



The Sheboygan Fire Department operates 24 hours per day, 7 days per week. The Command Staff includes a Fire Chief, Assistant Fire Chief, Deputy Chief, and three Battalion Chiefs.

- a. **“Acting-Up”**: In the event of a fire or another emergency, the most senior qualified employee who reports to a scene is responsible for taking command of the incident (i.e., “Incident Commander”). When another more qualified employee reports to the scene, the incident commander turns control over to the highest ranking qualified official. “Acting-up” is a highly valuable practice both in development of less experienced personnel and the empowerment of employees who show up at a scene and have the latitude to make decisions that best serve the needs.
- b. **One lieutenant is assigned for each shift, each station**, whether the employee holds the position or is temporarily assigned the duties (“acting-up”).

Lieutenants on each shift are responsible for taking command of a fire or other emergency scene, training others on their shift in mandatory or other necessary training, and completing other responsibilities during their shift.

- c. Each **fire station** (“fire house”) has **one captain** who oversees all shifts and the activity in their respective fire stations, including a combination of performing or assigning training and various other assignments within the house. If a captain is first to the scene of a fire, the captain is responsible for taking command of the scene.
- d. A battalion chief is the highest ranking position of a battalion and is responsible for taking command of a fire or other emergency scene. In the event there is no battalion chief present who holds the position full-time, the most senior qualified employee “acts-up” to fill the role of the battalion chief.
- e. In the past, there were three battalion chiefs (“shift commanders”) who followed their battalion on the shift, providing leadership for all fire stations throughout the shift. In addition, there were three deputy chiefs who worked Monday through Friday completing administrative duties, along with a full-time mechanic and a full-time Commander of RD&T. These nine positions were reduced to 6, and the administrative functions within the department began to suffer due to both the reduced staffing and the lack of continuity and communication between shifts and personnel. While it is ideal to have a high level of experience and expertise on each shift, this level of expertise is also needed during the regular work week. A decision was made to recognize the needs of both and “share” the shifts needs by placing the battalion chiefs on a “hybrid shift”.

The hybrid shift includes a combined work schedule that covers a portion of their battalions 24-hour shift and allows for a portion of the administrative functions to be completed during the work week when other administrative personnel are present. This also assists in community needs as most businesses are open Monday – Friday for inspections or other needs. The battalion chiefs on the hybrid shift work with their battalion during their 24-hour shift that falls between Monday and Friday, and an additional 12 hours during the work week.

## **Section 1: Job Description Review by Chief Romas**

### **1.1 Background**

This is the third such review of job descriptions by Chief Romas during his tenure with the department. The initial purpose of completing a review was for the chief to familiarize himself with the position responsibilities and to audit and review the duties of each position.

Battalion Chiefs (Shift Commanders at the time) and Captains were involved with the second review process, which was more in-depth, concentrating on the positions of Captains and Battalion Chiefs. This occurred in June, 2016, and resulted in a recommended change to the Table of Organization (“TO”), adding one additional Battalion Chief position to the department effective July 1, 2017. This has been successfully approved through the budgeting process.

The third review is now complete and took place between April 3 and May 10, 2017, in accordance with Subs. Of Res. No. 227-16-17.

### **1.2 Findings / Results**

After the audit and review, it was decided that all Sheboygan Fire Department (“SFD”) job descriptions, including Captain and Battalion Chief, are accurate and contain all appropriate job duties and responsibilities required. There are no overlapping duties, except that which occur when staff are first to arrive at the scene of a fire and must take command, or in the case of a Captain or Lieutenant when “acting up” in the absence of a Battalion Chief. When this occurs, additional compensation is awarded per contract.

While Battalion Chiefs have many administrative responsibilities, these duties cannot be effectively or efficiently passed to Captains. There is no question that these administrative duties are overloading the current Battalion Chiefs, a consequence realized as a result of reducing four of the ten command staff positions.

### **1.3 Recommendations**

No recommended changes are identified with the job descriptions. However, on November 23, 2016, **2020 Fire Plan** was submitted for consideration by Fire Chief Romas. This plan outlined the need for the return of full Fire Department command staff (adding a fifth Battalion Chief in 2018, responsible for maintenance of buildings, apparatus and equipment) and allowing for staffing each shift with a 24-hour Battalion Chief, and an additional 3 Fire Fighter/Paramedics to more appropriately staff the stations.

## **Section 2: Observations Noted by Sandy Rohrick**

### **2.1 Station 5**

In 2006, the City of Sheboygan opened Fire Station #5 with no additional staffing or equipment. Of the 66 Fire Fighters on-staff in 2006, the average Fire Fighter per station was **reduced** from **16.5** in **2005** to **13.2** in **2006**.

### **2.2 Ambulance Service Added**

In 2008, an entirely new business model was added to the services offered by the Fire Department. While the department's headcount increased by adding four new Fire Fighter/Paramedics, through attrition over the next year, the level of available Fire Fighters returned to the pre-ambulance levels. The additional administrative functions needed to operate an ambulance service were added to the responsibilities of the existing command staff, which suffered further cuts over the next several years.

### **2.3 Sheboygan Is Logistically "Unique"**

Sheboygan is on an "island" when it comes to full-time, paid fire departments. While mutual aid exists with neighboring *voluntary* departments, no neighboring communities with a full-time staff are close enough to share in emergencies compared to other communities our size. In addition, the city boundaries, north-south and east-west are unique to Sheboygan, so comparing number of stations per population much less relevant.

While the thought of a voluntary department has pro's and con's, two of the major deterrents to this option are response-times and acquiring the needed local volunteers. In consideration for current residents and continued growth of this community, it is my opinion that Sheboygan is best served by a fully-funded, paid staff.

## Section 3: Staff Level Changes Over Time

Fire Department Staffing							
Title	2004	2006	2008	2009	2010	2017	Jul-17
Fire Chief	1	1	1	1	1	1	1
Secretary	2	2	1.5	1.5	1.5	1.5	1.5
Asst Fire Chief	0	0	0	0	0	1	1
Deputy Chief	3	2	2	2	2	1	1
Public Educaiton	1	0	0	0	0	0	0
Battalion Chief (Shift Comdr)	3	3	3	3	3	3	4*
Commander in training	1	1	1	0	0	0	0
Chief Fire Inspector	1	1	1	1	1	0	0
Deputy Fire Inspector	1	0	0	0	0	0	0
Department Mechanic	1	1	1	1	1	0	0
Fire Fighters / Paramedics	66	66	70	69	66	66	66
Total Department	80	77	80.5	78.5	75.5	73.5	74.5

\*Approved increase for July 1, 2017 of one additional Battalion Chief, overseeing fire investigation, building inspections (to include new construction and plans), and applicable SOGs (Standard Operating Guideline).

- Year Sheboygan started the ambulance service

### 3.1 Staffing Levels In 2004

The Fire Department was staffed with 80 employees.

### 3.2 Staffing Levels Decreased In 2006

Staffing was reduced by three, removing staff previously assigned full-time responsibilities of such as public education, training and inspection.

### 3.3 Station 5 Opened | No Additional Staffing

No additional staffing or equipment was added when the Fire Station #5 opened, diluting both existing staff and equipment at each location. While many stations were staffed with two employees, minimum staffing of 2-per shift was identified. This means that if only one employee was available at a station, another employee was required to “rove” (temporary shift locations) to that station or the station would be closed for the shift.

### 3.4 Ambulance Service Added in 2008

Common Council voted to add the ambulance service to the department. Four additional employees (certified Fire Fighters / Paramedics) were added to the table of organization to support the emergency care needs required in the ambulance service.

The additional four positions added were neutralized the following year when four other employees retired and their positions were not back-filled. Common Council oversaw all hiring, including budgeted positions (replacements for retiring employees), resulting in a somewhat “hiring-freeze mentality”. Retiring employees were not replaced easily. Between vacations and sick leave of remaining staff, minimum staffing could not be achieved, causing the need to close one of the five stations.

Rotating closures were announced throughout the city (rolling “brown-outs”). Citizen outcry called for a swift change, and staffing of Fire Fighters return to the level needed properly man every station.

### **3.5 Staffing in 2012**

Shift Commanders (now called Battalion Chiefs) were reduced to three chiefs. Full-time training and inspection positions were eliminated. The administrative functions of the entire Emergency Medical Services (EMS) had to be assigned to one or more of the command staff members. Many administrative functions were melded together and included in the duties of the Assistant Fire Chief, Deputy Chief and Battalion Chiefs. The knowledge needed to complete these tasks are far greater than “administrative” and required trained professionals, certified in the area of specialty (in some cases). Although much of what these professionals do involves administrative work, the reference to simply add one Administrative Assistant does not account for the advanced training and/or certifications that are required.

## **Section 4: Findings/Recommendations**

### **4.1 Increase Fire Fighting Staff And EMS Rescue Unit**

The city has experience a great deal of growth in the southern and western borders. Adding Fire Station #5 was appropriate. However, this action thinned out both staff and available equipment. Rohrick recommends adding Fire Fighter staff to support the needs of the city, as well as adding additional equipment or vehicles.

### **4.2 Continue Operating The Ambulance Service**

The ambulance service is not only beneficial to the citizens by providing additional emergency care throughout the city, but this decision added approximately \$1,000,000 per year in revenue to a department that was already fully staffed and available. Economies of scale were recognized immediately and continue to be realized, reducing the burden to the tax-paying citizens.

### **4.3 Increase Administration Staff - Administrative Assistant and Battalion Chiefs**

In 2008, headcount initially increased with the addition of four Fire Fighter / Paramedics. No additional employees were hired in the command staff to account for the added administrative duties needed to support the new business. The Fire Fighting staff was resumed to 66 employees in 2009. while the number of support staff (sworn and civilian) reduced over time from 14 full-time equivalents (“FTE”) to 8.5 FTE – approximately 40 percent.

### **4.4 An Ounce Of Prevention**

More efforts should focus on fire prevention in order to prevent fires from happening in the first place. Sheboygan reduced the staff that specifically focuses in these areas.

### **4.5 Hybrid / 24-Hour / 40-Hour Shift for Battalion Chiefs**

As a general rule for any multi-shift employer, communication, consistency, and many other factors are compromised when employees do not work together on a day-to-day basis. Battalion Chiefs are some of the most trained, skilled leaders experienced in fire

and/or emergency rescue within the department. Having this level of skill available 24-7 is the best scenario for the employees on all shifts and for the safety of our citizens. At the same time, having these employees work Monday through Friday is also ideal for the remaining command staff who work Monday through Friday. Since staffing levels do not allow for 24/7 coverage, a compromise was necessary.

With the reduced administrative staff, in 2012 a new shift was created for Battalion Chiefs (“Shift Commanders” at the time) in an effort to meet the majority of needs of all the customers, both in the department and the community. A “hybrid” shift allows the Battalion Chief to follow his crew when the crew is working the 24-hour between Monday – Friday (the BC also works the 24 hours), and working an additional 12 hours during the calendar week completing their administrative duties. While the average hours worked per week during the calendar year is 52 hours, when on shift, BCs are typically not able to perform administrative duties because of the demands placed on them when performing their BC duties. The remaining 12 hours leaves insufficient time to complete their administrative functions.

Recommendation: If current staffing remains the same, the hybrid shift is the best alternative. Additional administrative staff would solve this problem and allow three BCs to follow their shift.

#### **4.6: Paramedic Rotations**

Based on the recommendations of Leonard Matarese, Director of Research and Project Development Center for Public Safety Management, specific efforts need to be made to secure proper continuous training and hands-on experience for these professionals. This does not appear to be occurring with the City of Sheboygan workforce. Matarese’s opined that having too many paramedics is not recommended. If paramedics don’t continuously use their skills, they are at-risk of losing them. For example, if the number of calls the department averages suggest the need to have 20 paramedics, but the department has 40, that means half of the department paramedics are not receiving the hands-on experience that keeps them current. As of today, no program exists to support on-going, hands-on experience for all staffed EMS providers.

Recommendation: I recommend a mandatory rotation program be implemented which would ensure that all paramedics have an equal share of hands-on experience. Another consideration would be to review current needs for on-staff paramedics as compared to the industry’s recommendation and adjust as necessary. This is not a reduction in staff, but rather a modification in certification requirements.

#### **4.7: Training**

As a whole, department personnel complete a substantial amount of training activities throughout the year. However, the amount of training each employee receives differs from employee-to-employee, fire station to fire station. Many employees have expressed a desire to participate in additional training. Most employees recognize that additional efforts have been placed on training in the last few years but would like the department to add resources to support the needs of the community.

Many years ago, a full-time administrative employee was assigned to oversee all training and a formal plan was followed. Approximately 7 years ago, one BC was assigned the additional duties of overseeing and/or implementing training. In an ideal environment, training should be a stand-alone function within a department of Sheboygan's size. Captains of each station also have training responsibility, both in implementing or scheduling training within the station. While evidence exists of mandatory training being completed, differences in the number of additional training activities exist per station, per employee. In the absence of a full-time "training chief", the department has done a respectable job overall. However, the department should work together and develop a plan that successfully provides an appropriate training plan available for all employees. With improved reporting capabilities introduced in 2016, the department now has a reference point to refer to in moving forward.

Recommendations: One Chief should be tasked with overseeing all department training and coordination throughout all shifts. This position should be a Monday – Friday position, with periodic needs to facilitate training 24/7, as appropriate. Should current staffing remain neutral, I recommend that, on a calendar basis, Captains of each station be provided a list of in-house training expectation (by month or season) with identified measures to track progress. This type of program would need to be vetted by the command staff, with input from Company Officers. A method of holding employees accountable is needed for this program to succeed.

#### **4.8: Acting-Up**

In the absence of a 24/7 Battalion Chief, the most senior officer or Fire Fighter reporting to the fire scene is the incident commander until he or she passes the responsibility to the next available more senior, qualified employee. This is not only "acceptable", but incredibly important to the success of the organization. Cross-training must occur, as well as overlapping job descriptions. All sworn officers need to be able to take on the responsibilities, even if only for a short amount of time.

#### **4.9: Promotional Process**

I recommend the promotional process be reviewed, once again, in conjunction with future staffing needs. This should include a succession plan to review a list of those eligible for retirement, as well as a training and development plan based on a skills-gap analysis.

## **Background and/or Qualifications Of Those Performing The Study**

Fire Chief Romas served the Milwaukee Fire Department between 1983 and 2013. He held positions with progressive responsibilities including Fire Fighter, Heavy Equipment Operator, Lieutenant, Captain, Battalion Chief, Deputy Chief, and Assistant Chief. In 2013, Chief Romas was appointed by the Sheboygan Police and Fire Commission to the position of Sheboygan Fire Chief. Chief Romas holds an Associate Degree in Fire Technology, Bachelor of Science degrees in Physical Education, Health Education, and Fire Science Management, and a Master of Business Administration. He has achieved the designation of Executive Fire Officer from the National Fire Academy and Chief Fire Officer with the Center of Public Safety Excellence. Chief Romas is also a long-standing member of local and national Fire Chief's associations

Director of Human Resources and Labor Relations, Sandy Rohrick, has a background in human resources and manufacturing management, both private and public sector. As a previous second and third shift supervisor, as well as supervising on a 24/7 shift operation, Director Rohrick's approach to the study is unique. While she is not trained in the protected service, she has other applicable business acumen. She holds a Bachelor's Degree in Business, Psychology and Economics, as well as a Master's Degree in Management and Organizational Behavior. In addition to working with members of the Sheboygan Fire Department since 2011, during the course of this investigation, Sandy completed personal interviews at all fire stations, with multiple levels of employees in various positions, as well as participating in training provided by Leonard Matarese, BA, MPA, ICMA-CM, IPMA-CP, the Director of Research and Project Development Center for Public Safety Management, LLC. CPSM is the exclusive provider of public safety technical assistance to ICMA and have conducted 225 public safety studies, in 185 jurisdictions in 34 states and Canada.

Director Rohrick recognizes the vast training and operational expertise that currently exists in the entire Fire Command Staff. As such, any recommendation should be considered and/or vetted by the Chief and his staff, and in consideration of the operational budget. In addition, contractual parameters might exist that do not support the recommendations presented.

III

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

Submitting a communication from Nina Stapel regarding the annexation and the SR-5 zoning of her property into the City of Sheboygan.

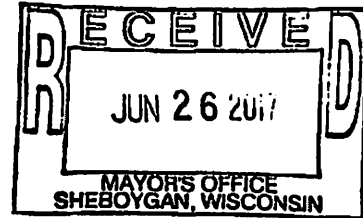
*Reeg*

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

*Nina Stapel*  
*1202 Stahl Road*  
*Sheboygan, WI 53081*  
*920-452-7922*

June 22, 2017

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



**Dear Mayor Vandersteen and Council Members:**

**I own and live at 1202 Stahl Road in the Town of Wilson. I have run businesses for 37 years, and I moved to 1202 Stahl Road as my dream location. I signed the petition circulated by Kohler Co. to annex my property, both as an owner and as an elector.**

**I want to clear up confusion and misstatements made at the June 19 Council meeting. I support both the annexation and the SR-5 zoning of my property. To me, this is just common sense. Our Town Chairman said I was going to sell my home to Kohler Co. at the meeting, this is not the truth as I love my home and made no such statement to Mr. John Ehmann.**

**I have been frustrated with the current leadership of the Town of Wilson in this entire issue. Blocking so much needed income for our township. We recently voted to pay extra to keep our dump open, while at the same time loosing such a huge tax base by fighting the Golf Course. While I understand that the City of Sheboygan's tax rate is higher than the Town of Wilson's, I expect more for my tax dollars in Sheboygan. And, I think regional growth is essential to avoid the likely alternative of stagnation. Town leaders do not speak for me when they stridently object to the proposed annexation, rezoning and Kohler's planned golf course. I support all three because I've seen firsthand how property values will increase. I owned land in the Town of Mosel when Whistling Straits was built, and my land's value more than tripled.**

**This is a matter of property rights. Landowners should be able to make reasonable use of their land. The SR-5 zoning for my property is essential to ensure that my use is permitted. Opponents want to prevent any use of the land along Lake Michigan. Taking private land without paying for it is not right. Kohler has been very generous with his property to all the Wilson residents for years and now he wants to put his land to a use that will only help the economy of Sheboygan.**

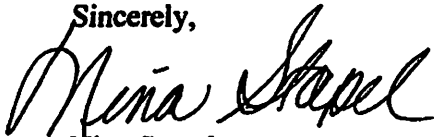
**When I first heard that I was being annexed to Sheboygan like everyone else I was shocked, but after very quickly doing my due diligence of many calls and visits to different departments in Wilson as well as Sheboygan I made the decision that I am very much in favor of the annexation.**

Mayor Vandersteen and  
Members of Common Council  
June 22, 2017  
Page 2

I hope you will join me in supporting the annexation petition and SR-5 zoning request, not just for Kohler Co., but for homeowners like myself. With residents being annexed into the city I personally do not believe it would be fair to do any other zoning. I understand that Kohler does have to apply for a Conditional permit to get proper zoning for the golf course.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Nina Stapel". The signature is written in a cursive style with a large, sweeping initial "N".

Nina Stapel  
1202 Stahl Road  
Sheboygan, WI 53081

III

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

Submitting a communication from Jayne Zabrowski regarding photos of Kohler's proposed development sites on state park property taken by Jim Buchholz, Past Superintendent at Kohler Andrae State Park.

7

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City Clerk

III

## Richards, Susan

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**From:** Jayne Zabrowski <jayne@tbiaw.com>  
**Sent:** Wednesday, June 28, 2017 4:24 PM  
**To:** Richards, Susan  
**Subject:** Photos of Kohler's proposed development sites on state park property

Dear Susan,

Can you please immediately share with the Common Council. Thank you.

Dear Mayor and Alderpersons,

Jim Buchholz was the Park Superintendent at Kohler Andrae from 1986-2013. He retired from the DNR with 36 years of service.

I believe pictures might be worth 1000 words in this situation.

These are pictures of YOUR State Park.

I am sure that you can agree after viewing these photos and reading Mr. Buchholz's comments that this not an innocuous piece of little utilized property.

Thank you for reviewing,

Jayne Zabrowski  
Town of Wilson

Begin forwarded message:

**From:** "Jim and Kathy Buchholz" <jbuchholz6@wi.rr.com>  
**Subject:** Photos of Kohler's proposed development sites on state park property  
**Date:** June 28, 2017 at 4:01:37 PM CDT

Took a few (20) photos of Kohler's proposed road, round-a-bout, maintenance building and parking area sites at Kohler-Andrae while in the park yesterday. I based my photo locations on their development map and the many survey markers and flagging I found in this area of the park. You can use any or all the images as you see fit. I thought it might be helpful to show what this "unused" and "unimportant" area of the park looks like to those who have never actually seen it. It seems like many of those in favor of Kohler bulldozing this area flat and building a massive shop facility and huge parking lots seem to think of the area as an old dump site or possibly an abandoned corn field or whatever. In reality the entire area is an extension of the State Natural Area across the road and is comprised of

open and wood sand dune formations complete with rare vegetation and active habitat for the areas wildlife. In the short time I walked the area I saw a couple deer, a hen turkey with 8 or 9 young chicks , a cooper's hawk, a pileated woodpecker, a bluebird and a fox den just to name a few.

Jim Buchholz

Your message is ready to be sent with the following file or link attachments:

Existing park shop in background from Kohler proposed maint. area and parking lot  
Flagging (lower left) for Kohler entry road on park land  
Foot path trail from park office to park shop area to be turned into private road for Kohler Golf course  
Former trail head from park shop north along dunes area to shop and Kohler lands (now closed to the public by Kohler)  
Fox den in proposed construction area  
Near proposed shop construction and entry road area  
Near proposed shop and road construction area  
Open dune area- proposed round-a-bout to be build adjacent to this area (existing park office right in back of trees)  
Proposed entry road survey stake in open dune area of Kohler-Andrae St. Park  
Proposed Kohler shop site  
Proposed Kohler shop, parking area and road site  
Proposed shop and parking area site  
Shop area prposed mostly in sand dune forested area  
Survey marker post at proposed shop and road to shop  
Survey stake for Kohler entry road on park land  
Survey stake for proposed Kohler entry road on state park land  
Survey stake for proposed road through dunes at Kohler-Andrae Park  
Survey stake for road in front of large tree (lower right)  
Turkey feather  
View north to shop construction area

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.







II

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

Submitting a communication from Claudia Bricks and Mary Faydash, Spokesperson for Friends of the Black River Forest, sharing what they have learned and experienced over the years of following the Kohler Company's actions and Public Relations representations of their projects.

2.

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City Clerk



June 13, 2017

After attending the last City Finance Department meeting, we feel compelled to share with you what we have learned and experienced over the years of following the Kohler Company's actions and Public Relations representations of their projects. Please refer to this attached dropbox link for specific documents.

<https://www.dropbox.com/sh/zx4jmd51bxhya37/AACdPGQL7185IKECWN8mMKepa?dl=0>

We would also like you to know how Friends of the Black River Forest began and what we have been studying for the last 3 years in regard to the proposed Kohler golf course. We will let others speak to the issue of the significance of the annexation vote. Clearly the Kohler Company wants annexation for the purpose of moving ahead unassessed by the Town whose residents will be most immediately impacted.

Over 3 years ago, when the Wilson Town Board was working with the Kohler Company on its Tented Forest Project, some residents heard that the company had switched its development to a Championship golf course. We became immediately alarmed because our Board had not shared any information with the public on the Tented Forest Project and we feared that there would not be a level playing field because of the influence of the company. This was of most concern because of the magnitude of the project that involved changing the state park Master Plan, major deforestation along the shore, the current water impairment conditions of Black River and Lake Michigan and the use of state land for a company's private profit.

So, we researched and retained experts to study the impacts to the local residents, the nearby waters, and the state park.

It has been very difficult, as you can imagine, to get out the facts discovered, when a grassroots group is countering the very creative and professional Public Relations of a very wealthy company.

We and our experts have analyzed the Kohler Environmental Impact Report, the missing information in the Impact Report and the Wetland Permit Application. (See April 7 DNR Letter to Kohler reference).

We will address only a few of the missing points that the Kohler Company ignores while dismissing objections to their course.

There is no mention historically in any of Kohler's golf course literature of an environmental approach. Golf courses pollute, pesticides used are toxic and no amount of verbiage such as Premier, World Class, Golf Mecca can gloss over this. Kohler still has not released the actual amounts or types of pesticides used at other Kohler courses.

Kohler's reports have consistently mentioned reducing the area of wetlands impacted to under 4. This is not the whole story. By deforesting the wetlands experts estimate that more than 20 acres will be affected—this is the indirect impact of deforestation which Kohler failed to mention.

When Kohler says that 16 options were reviewed and their preferred option is the best for all concerned, the Company bases this solely on the least number of wetlands that will be directly impacted. Destruction of wetlands is a factor taken into consideration for the Wetland Permit. This preferred alternative does not have the least impact on the public or the environment. What Kohler doesn't say is that their preferred option is the necessary alternative to be able to fit in the championship course. This preferred option seeks to convert public land purchased with Federal funds to the Kohler Company for its private profit. (This was not part of the land donated to the state by the Kohler Company). The DNR letter of April 7, to the Company, asks them to complete their Wetland Permit Application, and to entertain other options. Clearly Kohler wants the option it wants.  
(See April 7 letter).

**There will be no runoff of sediment or pesticides into Lake Michigan or the Black River Watershed.**

This is another example of the Kohler Company making well-crafted statements about benefits and impacts without proving any of them.

After listening to Jay Hoekstra's comments at the Kohler Forum, May 16, 2017, on the fact there would be no runoff into nearby water bodies, we consulted two experts.

Quentin Carpenter, PhD, UW-Madison explaining what the Kohler reports do not say:

<http://www.friendsblackriverforest.org/assets/quentin-carpenter-runoff.pdf>

<https://www.dropbox.com/s/y9uakrqnkqju3um/14-Carpenter%20letter%20May%2022%202015.pdf?dl=0>

From Lee Trotta, Professional Geologist, on runoff:

*"Mary:*

*Dr. Carpenter's statements confirm my conclusions. What he calls 'solutes' are what I refer to as dissolved contaminants. The pits will function as centers of groundwater contamination, not surface runoff. The contaminated groundwater will eventually make it to wells, wetlands, and the lake (just not as fast as a Spring runoff event).*

*Remember, as far as Town of Wilson residents are concerned, groundwater contamination reaching their wells can be worse than the wells being pumped dry." Lee*

Aside from Dr. Carpenter's and Lee Trotta's comments, there is no basis in fact that there is no runoff at Whistling Straits or that there will be none at the proposed course. Baselines need to be established beforehand and runoff needs to be tested. Kohler has never done this.

We have searched Whistling Straits plans and see no special drainage system that eliminates runoff. Will Kohler accept testing of runoff there to validate its claims?

**Jobs and local contractors**

Will these jobs be low wage, seasonal, tip dependent, part time and/or non-benefit? Kohler will not say.

FBRF has asked Jim Richerson of Kohler, for the raw data used for its Economic Impact Report and the jobs and salaries. He would not release this information.

Kohler is touting the fact that local businesses will be used but that has not been the case thus far.

Firms hired to date are:

Sam's Well Drilling from Randolph, Excel Engineering from Fond du Lac, Stantec from Madison, archaeological consultants, Madison. SB Friedman, Chicago, created the economic report, and a telephone survey of Wilson residents was conducted by a firm in Utah.

### **Promise of Economic Benefit to Wilson**

While there would no doubt be an economic impact to Sheboygan County, Kohler Co. released an economic impact study that was not only misleading in its assertions to the Town of Wilson residents, it failed to disclose the underlying assumptions and data that support its conclusions. It implied that the Town of Wilson residents would be provided with 123 jobs and receive an annual economic benefit of \$9.7 million. That comes to almost \$7,000 per household per year. We were curious as to how we would receive such a benefit. We knew we could ask the Town of Mosel residents how they are receiving their \$7,000 annual benefit from Whistling Straits. They haven't.

According to documents we've reviewed, while Kohler Co. promised an economic impact to the Town of Wilson of \$9.7 million, the Town of Mosel generates only about \$30,000 in additional property taxes from Whistling Straits per year. So where would the remaining \$9,670,000 economic benefit be coming from? Kohler doesn't say.

if the numbers in this economic impact report are to be taken seriously at all, then Kohler Co. should easily be able to demonstrate similar jobs and economic impacts to Sheboygan County provided by their existing golf courses. More importantly, they should be straightforward with the public and be very specific as to what jobs were created and who reaped the economic benefits. Instead we hear from the Kohler Company that their positive impacts on the local economy have been proven. Where are the surveys of city and county businesses?

### **Private Property Rights**

Much has been said about “A person should be able to use his land the way he wants.” This is not born out by the history of zoning in our country. One does not want to be forced to have a hog farm next door to them, and cannot build a 10 foot fence along one’s lot line. Our group has never said the Kohler Company should not use its land the way it wants, but that it has a responsibility to its neighbors, which our Town’s CUP requirement wisely expects.

### **Admiration of the Kohler Company**

We are very aware that many people equate the elegant things Kohler creates with the Company’s desire to do what is best for the community. Their contributions are appreciated. We often hear the statement that Kohler does a “wonderful job.” Aesthetically, YES! But beauty in the eyes of lawn loving beholders is seen very differently by the ecologically informed. In fact, Kohler has a history of asking for forgiveness rather than permission on environmental regulatory and permitting issues.

When it comes to what a Town or City needs to consider we believe you have to go beyond what looks good and promises that may not be fulfilled. We think you should know what it means to bring the Kohler Company into your town or City, so we present these facts:

- **Oregon:** Near Port Orford Oregon, where Kohler was considering a course, criminal trespass occurred at Lake Floras State Park, where a golf developer wanted test pits dug without permits. The bill was sent to Jay Hoekstra, of the Kohler Company. (See LaFollette and Lake Floras State Police Report references).

- **Violations of Conditional Use Permit for Town of Mosel**

The DNR Watch Report Introduction prepared by the Natural Resource Accountability Project states:

**“In 1995, the Kohler Company began construction of a links-style golf course in the Town of Mosel in Sheboygan County. The site of this course consists of more than 600 acres and includes two miles of Lake Michigan shoreline. After the requisite public meetings, certain permits were granted to the Kohler Company by the Township, the County and the DNR. Almost immediately these Permits began to be violated seriously**

**and systematically. For nearly two years citizens complained to the DNR that Kohler was in violation of every permit they held. George Meyer's response in April of 1997 was that "My staff are not aware of any current violations of the permits issued." 1**

<http://www.wsn.org/issues/DNRWatchrpt5discuss.html>

- **Mosel lawsuit.** The Kohler Company sued the Town of Mosel (800 residents) to reduce the Company's tax base by 5 million dollars because it didn't have the yearly profits it expected. (see Mosel Newsletter and My Property Taxes Went Up references)
- **Kohler sued the Village of Kohler in 1997 (see reference)**
- **Kohler sued the Village of Kohler in 2016 . (see reference) This involved reducing the assessed valuation of their properties. This resulted in approximately a \$400,000 hit to the Village.**
- **Eminent Domain**

Taking land by eminent domain for a highway ramp used once every five years. The owner was not successful in suing for a fairer compensation for their land as the judge didn't accept that Kohler Company should have offered fair compensation rather than the State taking it. Half of this ramp was paid for by the taxpayers.

Ongoing maintenance, traffic control, and law enforcement costs have been passed on to taxpayers.

<https://www.wicourts.gov/ca/opinion/DisplayDocument.pdf?content=html&seqNo=12000>

- **Manipulation of Wilson's Town Board During Tented Forest Project**

When the Timberlake residents objected to The Tented Forest entrance going through their subdivision, the Kohler agent asked the DNR to tell the Wilson Board there was no other entrance acceptable to the DNR, when this was not true. The DNR acceded. (see Letter-Entrance and Docs re Tented Forest Entrance)

- **Undisclosed Meeting With Former Wilson Chairman**

Herb Kohler arranged a private meeting at the previous Town Chairman's home while the Company had a pending CUP with the Town. The Town

Chairman did not disclose this for months to the other supervisors. The Wisconsin Town Association has written that this constituted an impermissible bias on the Town Chairman's part. (see reference Gartman). May 23, 2017, at the Kohler Forum, Company attorneys told a Wilson Supervisor it was much easier to deal with the previous Town of Wilson Chairman.

- **Wilson:** Kohler reneged on an agreement with Wilson to pay for consultants to study its proposed golf course impacts when the Company was aware of the Conditional Use Permit requirement from the outset of their application. The Company agreed with the previous Town Board's motion that Kohler pay an initial \$20,000 consultant fee on the condition that the Town could go back to Kohler for reimbursement when the fees exceeded this. This was based on trusting that the Kohler Company would honor its agreement. Kohler agreed and then reneged when it did not find the Town's chosen consultant acceptable. The Town agreed to put the Kohler choice under contract when consult work began. Kohler indicated its approval. At the April 10, Wilson Plan Commission Meeting, before Kohler's annexation play, the Chairman asked Kohler attorneys if they would be honoring their agreement and continue paying for consultants. Attorney Westphal said they would think about it. The Chairman then asked Attorney Westphal if the Company planned on completing its CUP application. Previously when asked about completing its application Kohler stated that it would all be presented and completed with the Wetland Permit Application. As it happened, 3 days before this meeting, the DNR wrote Kohler asking it to complete its Wetland Permit. (See April 7 letter). The next thing we heard about was Kohler's annexation petition.

### **Relying on the DNR for Enforcement**

When we say that we are extremely concerned about impacts we say so not only because we know what they will be, but most importantly that they will not be regulated or enforced by the DNR. A City Planning Department staff member said they would need to rely only on the DNR, believing the agency will enforce regulations, particularly those against polluters. The history of DNR failures disproves this, and they are well documented throughout the state. (See folder on DNR failures).

It is difficult to ask you to be objective about the Kohler Company when your Plan Commission, Mayor and City Manager all support the annexation and the eventual approval of the golf course. However, the only information which is being used to evaluate such a huge project is Kohler's Economic Impact Report which has not been independently verified. Naturally, it is rosy and naturally some planners have accepted Kohler's representatives' assurances about no adverse impacts.

Additionally, the City has accepted the Stantec Environmental Impact Assessment which is incomplete and incorrect in many areas. For example, Stantec, not being well experts, used the wrong type of test which provided inaccurate information for how residents' wells would be drawn down.

### **Responsibility to Your Constituents**

We understand that some council members believe annexation and the golf course are in the best interests of their constituents. However, neither they, nor their constituents, know what the actual costs to residents will be. Knowing the total costs to them can only be assessed through a total Development Impact Assessment independently verified by professionals other than the developer who wishes to come into your city.

If the impact of a vote for annexation and the golf course could be contained within the boundaries of the City, or the impacts of the proposed course contained in a bubble on the Kohler land, we would not be fighting against this plan.

However, the impact of this vote unlike others you cast, cannot be contained within the city limits or kept on Kohler's land.

Beyond the positive economic impact to the city which have been generated by Kohler, there will be costs;

- Using at least 40 million gallons of water to irrigate an elite golf course when Wisconsin ranks 12<sup>th</sup> worst in the country for clean drinking water. <http://wuw.com/post/report-wisconsin-among-12-worst-states-drinking-water-safety#stream/0>
- adding pesticides and construction runoff to the Lake when it is already impaired and a candidate for a TMDL according to the DNR

- Affecting the 400,000+ visitors to the Park already affected by air pollution above the Clean Air acceptable levels. Add to this the vehicles of 300,000 + tournament attendees.
- Runoff, which will occur will further impair the Black River Watershed affecting the Sheboygan River which taxpayers have already paid to clean up.
- Unknown future infrastructure costs, and Kohler demands which are paid for by all taxpayers will be forthcoming.

We do not believe the city should pass these costs onto City, County, State and Federal taxpayers—which are all of us, and excuse this by saying the DNR will regulate impacts, or that there will be no adverse impacts because Kohler says so.

There seems to be an element of growth for growth's sake which we don't believe is a comprehensive or responsible approach when all one has to do is take time to get the whole story. It suggests that a vote for growth can be cast in a bubble. By choosing the fast, unassessed option it exonerates the voter from the human piece in this action. The Town of Wilson residents will suffer all the immediate negative impacts, not your constituents. Your constituents will be affected in the long run by the unknowns which haven't determined.

It may have been rather naïve or unrealistic for FBRF supporters to believe we could keep the process above board and ask that this developer be treated the way a company named "Jones" would be. Manipulation, promises of money for other projects, have no place in this process because they are the reasons paid-off politicians at higher levels of government exist.

We are extremely alarmed to see that the Kohler Company has been driving the annexation process for the City. One highly questionable act is the correspondence to the DOA written by Kohler attorney Debbie Tomczak and signed by Charles Adams, City attorney. The residents of the city have no idea what deals have been made, what Kohler has promised or what the costs to them will be, including litigation.

Please step back and become informed on how the Kohler Company operates. Historically, Kohler has won financially wherever it has made agreements and whatever municipality it enters. Its deep legal pockets have made it nearly impossible for people to have a just hearing in the courts.

Nothing about this golf course plan is driven by altruism. The Town of Wilson is still waiting for a completed CUP, a grading plan, and a completed Wetland Permit Application. Because it had the presumption of wanting to know the impact on the community, Kohler looked for a weak link.

Please slow down the rush to annexation and the golf course and consider all the costs.

Thank you for your consideration.

Sincerely,

Claudia Bricks 457-0525

Mary Faydash 803-9001

Spokespersons Friends of the Black River Forest

II

R. O. No.           - 17 - 18. By CITY PLAN COMMISSION. July 3, 2017.

Your Commission to whom was referred Res. No. 36-17-18 by Alderpersons Bitters and Donohue approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2018-2022 and adopting the program for implementation; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, June 27, 2017, and after due consideration, recommends approval of the Resolution.

reg.

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

III

5.2

Res. No. 36 - 17 - 18. By Alderpersons Bitters and Donohue.  
June 19, 2017.

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2018 - 2022 and adopting the program for implementation.

WHEREAS, the Capital Improvements Commission is served with the responsibility of annually considering requests and establish priorities for municipal improvements, and

WHEREAS, the Common Council approved Res. No. 119-16-17 in November, 2016 which established a Debt Management Policy to maintain the city's outstanding General Obligation Debt at 60 percent of the city's debt limit and eliminated an annual debt issuance cap limitation, and

WHEREAS, as of December, 2016, the total General Obligation Debt for the city in the amount of \$34,834,531 is 28 percent of the statutory five percent limitation of equalized valuation of the city.

RESOLVED: It is recommended the Common Council support the issuance of new General Obligation Debt for Capital Improvement Projects in 2018 of \$5,350,863 and \$6,500,000 for City Hall and adopt the 2018 - 2022 program for implementation.

*City Plan  
approve.*

*Margaret Donohue*  
\_\_\_\_\_  
*By: AB Bitters*  
\_\_\_\_\_

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

## 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	<u>Total</u>
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	
<b>REVENUES</b>						
<b>Property Tax Levy: Capital Project Fund</b>						
Police	\$153,986	\$208,325	\$240,800	\$206,300	\$194,000	\$1,003,411
Street Improvement and Sidewalks	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
General Government Projects	\$30,000	\$30,000	\$50,000	\$60,000	\$60,000	\$230,000
Fire	\$24,000	\$0	\$0	\$0	\$0	\$24,000
Park, Forestry and Open Space Fund	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000	\$550,000
Parks and Forestry	\$186,641	\$45,000	\$160,000	\$250,000	\$200,000	\$841,641
Impact Fees / Room Tax	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle / Land Sales	\$698,000	\$127,000	\$97,000	\$132,000	\$107,000	\$1,161,000
County / State / Federal Grants	\$2,088,641	\$7,867,573	\$1,981,600	\$1,005,000	\$7,004,000	\$19,946,814
Other Municipality Contributions	\$411,000	\$411,000	\$811,000	\$806,000	\$411,000	\$2,850,000
G. O. Borrowed Funds	\$11,850,863	\$4,596,593	\$5,919,851	\$3,818,840	\$4,680,250	\$30,866,397
Other Borrowed Funds	\$9,831,400	\$12,549,000	\$8,817,000	\$8,509,000	\$1,901,000	\$41,607,400
Donations	\$3,000,000	\$1,205,000	\$0	\$780,000	\$80,000	\$5,065,000
User Fees	\$5,830,000	\$4,330,000	\$4,540,000	\$2,995,000	\$3,000,000	\$20,695,000
Special Assessment	\$212,500	\$100,000	\$100,000	\$100,000	\$0	\$512,500
Vehicle Registration Fee	\$791,750	\$791,750	\$791,750	\$791,750	\$791,750	\$3,958,750
Other/CDBG	\$0	\$171,400	\$171,400	\$171,400	\$171,400	\$685,600
Fund Balance	\$3,149,000	\$45,000	\$2,383,000	\$45,000	\$310,000	\$5,932,000
<b>TOTAL REVENUE</b>	<b>\$38,867,781</b>	<b>\$33,087,641</b>	<b>\$26,673,401</b>	<b>\$20,280,290</b>	<b>\$19,520,400</b>	<b>\$138,429,513</b>

### EXPENDITURES

#### Buildings Divison

##### City Buildings

City Hall Renovations	\$6,500,000	\$0	\$0	\$0	\$0	\$6,500,000
Municipal Service Building Improvements	\$65,000	\$0	\$0	\$0	\$0	\$65,000
Municipal Service Building Locker Room (Womens)	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Municipal Service Building Locker Room (Womens)	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Municipal Service Building Air Conditioner Replacer	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Municipal Service Building Generator Replacement	\$0	\$0	\$130,000	\$0	\$0	\$130,000
Municipal Service Building Roof Replacement	\$0	\$0	\$0	\$0	\$2,000,000	\$2,000,000
Senior Activity Center - Roof Replacement	\$0	\$275,000	\$0	\$0	\$0	\$275,000
Harbor Center Marina-Access Control System	\$40,000	\$0	\$0	\$0	\$0	\$40,000
<b>Total - City Buildings</b>	<b>\$6,625,000</b>	<b>\$475,000</b>	<b>\$210,000</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>\$9,310,000</b>

#### Police

Water Heater Replacement	\$20,021	\$0	\$0	\$0	\$0	\$20,021
Spillman Mobile Arrest Reports	\$18,215	\$0	\$0	\$0	\$0	\$18,215
Marked Vehicle (5)	\$165,750	\$0	\$0	\$0	\$0	\$165,750
Unmarked Vehicle	\$0	\$36,500	\$0	\$0	\$0	\$36,500
Marked K-9 Vehicle	\$0	\$42,300	\$0	\$0	\$0	\$42,300
Handgun Replacement	\$0	\$45,125	\$0	\$0	\$0	\$45,125
Marked Vehicle (4)	\$0	\$134,400	\$0	\$0	\$0	\$134,400
Squad Computers	\$0	\$0	\$66,000	\$0	\$0	\$66,000
Unmarked Vehicle	\$0	\$0	\$39,000	\$0	\$0	\$39,000
Marked Vehicle (4)	\$0	\$0	\$179,800	\$0	\$0	\$179,800

### 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	
Unmarked Vehicle	\$0	\$0	\$0	\$30,000	\$0	\$30,000
Unmarked Vehicle	\$0	\$0	\$0	\$36,000	\$0	\$36,000
Marked Vehicle	\$0	\$0	\$0	\$48,000	\$0	\$48,000
Unmarked Vehicle (2)	\$0	\$0	\$0	\$84,000	\$0	\$84,000
Marked K-9 Vehicle	\$0	\$0	\$0	\$42,300	\$0	\$42,300
Factory Boiler Replacement	\$0	\$0	\$0	\$0	\$18,000	\$18,000
Marked Vehicle (5)	\$0	\$0	\$0	\$0	\$190,000	\$190,000
Unmarked Vehicle	\$0	\$0	\$0	\$0	\$44,000	\$44,000
<b>Total - Police</b>	<b>\$203,986</b>	<b>\$258,325</b>	<b>\$284,800</b>	<b>\$240,300</b>	<b>\$252,000</b>	<b>\$1,239,411</b>

#### Fire

Station One	\$778,725	\$0	\$0	\$0	\$0	\$778,725
Quint Ladder/Engine	\$1,080,000	\$0	\$0	\$0	\$0	\$1,080,000
Turnout Gear washer and dryer	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Extrication Equipment	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Three-quarter ton pick-up truck with plow	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Battalion Chief Vehicle	\$0	\$58,045	\$0	\$0	\$0	\$58,045
Public Education Vehicle	\$0	\$35,000	\$0	\$0	\$0	\$35,000
Station Two	\$0	\$0	\$242,709	\$0	\$0	\$242,709
Regional Training Facility	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Regional Training Facility	\$0	\$0	\$0	\$395,000	\$0	\$395,000
Station One	\$0	\$0	\$0	\$337,090	\$0	\$337,090
Ambulance	\$0	\$0	\$0	\$0	\$320,000	\$320,000
<b>Total - Fire &amp; Rescue</b>	<b>\$1,913,725</b>	<b>\$173,045</b>	<b>\$642,709</b>	<b>\$732,090</b>	<b>\$320,000</b>	<b>\$3,781,569</b>

#### Public Works

##### Traffic Control

Modernize Fiber Optic Cable Synchronization	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Modernize Fiber Optic Cable Synchronization	\$0	\$191,000	\$0	\$0	\$0	\$191,000
Traffic Control Upgrade/Replacement (Electrical)	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Conflict Monitor Test Equipment	\$0	\$14,500	\$0	\$0	\$0	\$14,500
Modernize Fiber Optic Cable Synchronization	\$0	\$0	\$52,000	\$0	\$0	\$52,000

##### Traffic Control

Street Lighting LED Upgrade-Citywide	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Street Lighting LED Upgrade-Downtown	\$171,400	\$0	\$0	\$0	\$0	\$171,400
Street Lighting LED Upgrade-Citywide	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Street Lighting LED Upgrade-Downtown	\$0	\$171,400	\$0	\$0	\$0	\$171,400
Street Lighting LED Upgrade- Citywide	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Street Lighting LED Upgrade-Downtown	\$0	\$0	\$171,400	\$0	\$0	\$171,400
Street Lighting LED Upgrade-Citywide	\$0	\$0	\$0	\$60,000	\$0	\$60,000
Street Lighting LED Upgrade-Downtown	\$0	\$0	\$0	\$171,400	\$0	\$171,400
Street Lighting LED Upgrade-Citywide	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Street Lighting LED Upgrade-Downtown	\$0	\$0	\$0	\$0	\$171,400	\$171,400
<b>Total Traffic Control</b>	<b>\$251,400</b>	<b>\$436,900</b>	<b>\$273,400</b>	<b>\$231,400</b>	<b>\$231,400</b>	<b>\$1,424,500</b>

##### Streets

Geographical Information Systems	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Evans Street (Erie Av to Wildwood Av)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Heller Avenue (North 15th St to North 17th St)	\$100,000	\$0	\$0	\$0	\$0	\$100,000

**5 YEAR CAPITAL IMPROVEMENT PROGRAM**

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	
Mehrtens Avenue (North 15th St to North 17th St)	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Mini Storm Sewer Program	\$50,000	\$0	\$0	\$0	\$0	\$50,000
North Third Street (Broughton Dr to Bluff Av)	\$700,000	\$0	\$0	\$0	\$0	\$700,000
North Seventh Street (Erie Av to Superior Av)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
North 13th Street (Erie Av to Michigan Av)	\$200,000	\$0	\$0	\$0	\$0	\$200,000
North 17th Street (Erie Ave to Saemann Ave)	\$637,000	\$0	\$0	\$0	\$0	\$637,000
Sidewalk Repair/Replacement	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Storm Water Management Plan	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Taylor Drive (Erie Av to Wilgus Av)	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
Washington Avenue (Lakeshore Dr to South 20th St)	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
Washington Avenue Sidewalk (South Business Dr 25	\$112,500	\$0	\$0	\$0	\$0	\$112,500
Geele Avenue (Calumet Dr to North 23rd St)	\$0	\$700,000	\$0	\$0	\$0	\$700,000
Georgia Avenue (South Ninth St to South 14th St)	\$0	\$354,000	\$0	\$0	\$0	\$354,000
Mini Storm Sewer Program	\$0	\$50,000	\$0	\$0	\$0	\$50,000
North Tenth Street (Erie Av to Superior Av)	\$0	\$300,900	\$0	\$0	\$0	\$300,900
North Tenth Street (North Av to Pershing Av)	\$0	\$424,800	\$0	\$0	\$0	\$424,800
North Avenue (North 15th Street to North 21st Stree	\$0	\$3,907,656	\$0	\$0	\$0	\$3,907,656
Sidewalk Repair/Replacement	\$0	\$100,000	\$0	\$0	\$0	\$100,000
South Seventh Street (Union Av to Wilson Av)	\$0	\$275,000	\$0	\$0	\$0	\$275,000
South Eighth Street (Union Av to Wilson Av)	\$0	\$564,300	\$0	\$0	\$0	\$564,300
St. Clair Avenue (North Ninth St to North 14th St)	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Storm Water Management Plan	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Superior Avenue (North 29th St to Taylor Dr)	\$0	\$1,137,106	\$0	\$0	\$0	\$1,137,106
Clara Avenue (South Seventh St to South 14th St)	\$0	\$0	\$604,500	\$0	\$0	\$604,500
Geele Avenue (North Third St to Calumet Dr)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Geele Avenue (North 25th St to North 29th St)	\$0	\$0	\$936,000	\$0	\$0	\$936,000
Kentucky Avenue (South 7th St to South 18th St)	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Mini Storm Sewer Program	\$0	\$0	\$50,000	\$0	\$0	\$50,000
North Avenue (Calumet Dr to Taylor Dr)	\$0	\$0	\$800,000	\$0	\$0	\$800,000
Sidewalk Repair/Replacement	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Storm Water Management Plan	\$0	\$0	\$500,000	\$0	\$0	\$500,000
Division Avenue (North 15th St to North 17th St)	\$0	\$0	\$0	\$175,000	\$0	\$175,000
Erie Avenue (Taylor Dr to North 19th St)	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Lakeshore Drive (Mead Av to Rail Road Tracks)	\$0	\$0	\$0	\$740,000	\$0	\$740,000
Main Avenue (North 15th St to North 17th St)	\$0	\$0	\$0	\$175,000	\$0	\$175,000
Martin Avenue (North 15th St to Calumet Dr)	\$0	\$0	\$0	\$460,000	\$0	\$460,000
Mini Storm Sewer Program	\$0	\$0	\$0	\$50,000	\$0	\$50,000
North Eighteenth Street (Martin Av to Calumet Dr)	\$0	\$0	\$0	\$180,000	\$0	\$180,000
Sidewalk Repair/Replacement	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Storm Water Management Plan	\$0	\$0	\$0	\$500,000	\$0	\$500,000
South 12th Street (Washington Av to Mead Av)	\$0	\$0	\$0	\$531,000	\$0	\$531,000
South 13th Street (Indiana Av to Union Av)	\$0	\$0	\$0	\$799,500	\$0	\$799,500
South Business Drive (Union Av to Washington Av)	\$0	\$0	\$0	\$0	\$3,355,000	\$3,355,000
North 15th Street (North Av to Calumet Dr)	\$0	\$0	\$0	\$0	\$3,000,000	\$3,000,000
North 21st Street (Superior Av to Geele Av)	\$0	\$0	\$0	\$0	\$540,000	\$540,000
Storm Water Management Plan	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Wilson Avenue (Lakeshore Dr to South Business Dr	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000
<b>Bridges</b>						
Pennsylvania Ave Bridge	\$0	\$1,497,490	\$0	\$0	\$0	\$1,497,490

## 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
<b>Docks</b>						
River Boat Dock Replacement	\$400,000	\$0	\$0	\$0	\$0	\$400,000
<b>Total Streets, Bridges &amp; Docks</b>	<b>\$5,849,500</b>	<b>\$10,011,252</b>	<b>\$4,490,500</b>	<b>\$4,210,500</b>	<b>\$9,895,000</b>	<b>\$34,456,752</b>
<b>Park &amp; Forestry Division</b>						
Lakefront Maintenance Garage	\$50,000	\$0	\$0	\$0	\$0	\$50,000
J.C. Quarryview Park Playground Renovation	\$35,000	\$0	\$0	\$0	\$0	\$35,000
Vollrath Park Tennis Courts Resurfacing	\$68,000	\$0	\$0	\$0	\$0	\$68,000
Optimist Park Splash Pad	\$120,000	\$0	\$0	\$0	\$0	\$120,000
Urban Forestry Management	\$85,000	\$0	\$0	\$0	\$0	\$85,000
Evergreen Park Area Two Shelter/Comfort Station	\$55,000	\$0	\$0	\$0	\$0	\$55,000
Evergreen Park Area Two Shelter Parking Lot	\$157,282	\$0	\$0	\$0	\$0	\$157,282
Kiwanis Park ADA Certified Canoe/Kayak Launch	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Wildwood Baseball Park (Sheboygan A's)	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Butzen Sports Complex	\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000
J.C. Quarryview Park Swimming Area Revitalization	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Roosevelt Park Tennis Courts Resurfacing	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Urban Forestry Management	\$0	\$85,000	\$0	\$0	\$0	\$85,000
Evergreen Park Area Five Shelter Design	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Evergreen Park Area Two Shelter/Comfort Station	\$0	\$384,627	\$0	\$0	\$0	\$384,627
Wildwood Baseball Park (Sheboygan A's)	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Fountain Park Comfort Station Renovation	\$0	\$35,000	\$0	\$0	\$0	\$35,000
Veterans Park Tennis Courts Resurfacing	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Veterans Park Splash Pad	\$0	\$0	\$120,000	\$0	\$0	\$120,000
Urban Forestry Management	\$0	\$0	\$85,000	\$0	\$0	\$85,000
Deland Park Bath House Design	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Deland Park Performance Shelter Design	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Evergreen Park Playground Renovation	\$0	\$0	\$35,000	\$0	\$0	\$35,000
J.C. Quarryview Swimming Area Revitalization	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Deland Park Bath House	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Deland Park Performance Shelter	\$0	\$0	\$0	\$500,000	\$0	\$500,000
Urban Forestry Management	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Lake View Park Shelter/Campground Design	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Playground Renovations - Miscellaneous Parks (4)	\$0	\$0	\$0	\$50,000	\$0	\$50,000
Wildwood Softball Park Concession Stand	\$0	\$0	\$0	\$530,000	\$0	\$530,000
Evergreen Park Area Five Shelter	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Lake View Park Shelter	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Urban Forestry Management	\$0	\$0	\$0	\$0	\$150,000	\$150,000
J.C. Quarryview Park Disc Golf Shelter/Shack	\$0	\$0	\$0	\$0	\$100,000	\$100,000
<b>Total Parks &amp; Forestry</b>	<b>\$5,630,282</b>	<b>\$1,594,627</b>	<b>\$440,000</b>	<b>\$1,755,000</b>	<b>\$1,050,000</b>	<b>\$10,469,909</b>
<b>Total - Public Works</b>	<b>\$11,731,182</b>	<b>\$12,042,779</b>	<b>\$5,203,900</b>	<b>\$6,196,900</b>	<b>\$11,176,400</b>	<b>\$46,351,161</b>
<b>City Development</b>						
Downtown Parking Structure	\$1,400,000	\$0	\$0	\$0	\$0	\$1,400,000
Land Acquisition-Business Center Expansion	\$3,125,000	\$0	\$0	\$0	\$0	\$3,125,000
Armory Demolition	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Land Acquisition-Indiana Trail Project	\$1,066,000	\$0	\$0	\$0	\$0	\$1,066,000
Downtown Parking Structure	\$0	\$6,600,000	\$0	\$0	\$0	\$6,600,000
Infrastructure-Business Center Expansion	\$0	\$4,000,000	\$0	\$0	\$0	\$4,000,000
Construction-Indiana Trail Project	\$0	\$2,000,000	\$0	\$0	\$0	\$2,000,000

### 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Dockwall-Pedestrian Walkway Expansion	\$0	\$0	\$800,000	\$0	\$0	\$800,000
South Pier Street Expansion (former Pentair)	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
<b>Total - City Development</b>	<b>\$6,091,000</b>	<b>\$12,600,000</b>	<b>\$1,800,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,491,000</b>

#### Wastewater Utility

Electrical Distribution System Reconstruction	\$3,140,000	\$0	\$0	\$0	\$0	\$3,140,000
Sanitary Sewer Maintenance	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000
Spiral Welded Steel Evaluation	\$22,000	\$0	\$0	\$0	\$0	\$22,000
North Third Street Force Main Reconstruction	\$375,000	\$0	\$0	\$0	\$0	\$375,000
Influent Pumping Station Improvements	\$0	\$949,000	\$0	\$0	\$0	\$949,000
Sanitary Sewer Maintenance	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
East Digestion Complex HVAC Improvements	\$0	\$0	\$393,000	\$0	\$0	\$393,000
Anerobic Digestion Improvements	\$0	\$0	\$1,548,000	\$0	\$0	\$1,548,000
Disinfection Building Improvements	\$0	\$0	\$184,000	\$0	\$0	\$184,000
Sanitary Sewer Maintenance	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Tunnel Improvements	\$0	\$0	\$56,000	\$0	\$0	\$56,000
Uninterruptible Power Supply for Control Room	\$0	\$0	\$132,000	\$0	\$0	\$132,000
West Digestion Complex Roof Improvements	\$0	\$0	\$52,000	\$0	\$0	\$52,000
Aeration Basin Remodel	\$0	\$0	\$0	\$1,509,000	\$0	\$1,509,000
Sanitary Sewer Maintenance	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
Indiana Avenue Pump Station Improvements	\$0	\$0	\$0	\$0	\$505,000	\$505,000
Kentucky Avenue Pump Station Improvements	\$0	\$0	\$0	\$0	\$950,000	\$950,000
North Avenue Pump Station Improvements	\$0	\$0	\$0	\$0	\$446,000	\$446,000
Sanitary Sewer Maintenance	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
<b>Total - Wastewater Utility</b>	<b>\$5,037,000</b>	<b>\$1,949,000</b>	<b>\$3,365,000</b>	<b>\$2,509,000</b>	<b>\$2,901,000</b>	<b>\$15,761,000</b>

#### Motor Vehicle Fund

Utility Service Vehicle	\$13,000	\$0	\$0	\$0	\$0	\$13,000
Smithco Super Rake	\$18,500	\$0	\$0	\$0	\$0	\$18,500
Lawn Tractor	\$21,500	\$0	\$0	\$0	\$0	\$21,500
Zero Turn Mower	\$28,000	\$0	\$0	\$0	\$0	\$28,000
One Half-Ton Four Wheel Drive Pickup	\$31,000	\$0	\$0	\$0	\$0	\$31,000
Medium Duty Step Van	\$47,000	\$0	\$0	\$0	\$0	\$47,000
Bandit Wood Chipper (2)	\$123,000	\$0	\$0	\$0	\$0	\$123,000
Three-Quarter Ton Two Wheel Drive Pickup (3)	\$94,500	\$0	\$0	\$0	\$0	\$94,500
Wheeled Loader	\$233,500	\$0	\$0	\$0	\$0	\$233,500
Tri-Axle Dump Truck	\$275,000	\$0	\$0	\$0	\$0	\$275,000
Black Top Hot Patcher Trailer	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Black Top Hot Patcher	\$62,500	\$0	\$0	\$0	\$0	\$62,500
Three-Quarter Ton Four Wheel Drive Pickup (2)	\$0	\$63,000	\$0	\$0	\$0	\$63,000
Three-Quarter Ton Two Wheel Drive Pickup (2)	\$0	\$62,000	\$0	\$0	\$0	\$62,000
One-Ton Four Wheel Drive Dump Truck (2)	\$0	\$107,000	\$0	\$0	\$0	\$107,000
Tri-Axle Dump Truck	\$0	\$275,000	\$0	\$0	\$0	\$275,000
Chipper Truck	\$0	\$57,000	\$0	\$0	\$0	\$57,000
Black Top Hot Patcher	\$0	\$62,500	\$0	\$0	\$0	\$62,500
Bucket Truck	\$0	\$232,500	\$0	\$0	\$0	\$232,500
Tar Kettle	\$0	\$43,000	\$0	\$0	\$0	\$43,000
Snow Blower	\$0	\$172,000	\$0	\$0	\$0	\$172,000

## 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Zero Turn Mower	\$0	\$0	\$27,000	\$0	\$0	\$27,000
Three-Quarter Ton Two Wheel Drive Pickup	\$0	\$0	\$31,000	\$0	\$0	\$31,000
One Ton Four Wheel Drive Dump Truck	\$0	\$0	\$53,000	\$0	\$0	\$53,000
One-Ton Utility Box Truck (3)	\$0	\$0	\$124,500	\$0	\$0	\$124,500
One-Half Ton Four Wheel Drive Pickup	\$0	\$0	\$32,000	\$0	\$0	\$32,000
Street Sweeper	\$0	\$0	\$210,000	\$0	\$0	\$210,000
Single-Axle Dump Truck (2)	\$0	\$0	\$465,000	\$0	\$0	\$465,000
Skid Steer	\$0	\$0	\$59,000	\$0	\$0	\$59,000
Van-Utility (Mayor)	\$0	\$0	\$37,000	\$0	\$0	\$37,000
One-Half Ton Two Wheel Drive Extended Cab Pick	\$0	\$0	\$33,000	\$0	\$0	\$33,000
Park Style Garbage Truck	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Single Hopper Garbage Truck (2)	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Split Hopper Garbage Truck (4)	\$0	\$0	\$1,380,000	\$0	\$0	\$1,380,000
Three-Quarter Ton Four Wheel Drive Pickup (3)	\$0	\$0	\$0	\$96,500	\$0	\$96,500
Electrical Department Bucket Truck	\$0	\$0	\$0	\$240,000	\$0	\$240,000
Jet Truck	\$0	\$0	\$0	\$215,000	\$0	\$215,000
One-Half Ton Four Wheel Drive Pickup (3)	\$0	\$0	\$0	\$97,500	\$0	\$97,500
Tractor Backhoe	\$0	\$0	\$0	\$20,000	\$0	\$20,000
Tri-Axle Dump Truck	\$0	\$0	\$0	\$275,000	\$0	\$275,000
Turfcat Mower	\$0	\$0	\$0	\$48,000	\$0	\$48,000
Wheeled Excavator	\$0	\$0	\$0	\$195,000	\$0	\$195,000
Beach Rake	\$0	\$0	\$0	\$0	\$138,000	\$138,000
One-Ton Four Wheel Drive Dump Truck	\$0	\$0	\$0	\$0	\$52,000	\$52,000
One-Ton Four Wheel Drive Utility Box	\$0	\$0	\$0	\$0	\$133,500	\$133,500
One-Half Ton Four Wheel Drive Pickup Truck	\$0	\$0	\$0	\$0	\$32,500	\$32,500
Tandem Axle Dump Truck	\$0	\$0	\$0	\$0	\$520,000	\$520,000
Toolcat	\$0	\$0	\$0	\$0	\$70,000	\$70,000
Utility Service Vehicle (Mule)	\$0	\$0	\$0	\$0	\$13,500	\$13,500
Zero Turn Mower	\$0	\$0	\$0	\$0	\$26,500	\$26,500
<b>Total - Motor Vehicle Fund</b>	<b>\$1,007,500</b>	<b>\$1,074,000</b>	<b>\$2,951,500</b>	<b>\$1,187,000</b>	<b>\$986,000</b>	<b>\$7,206,000</b>
<b>Mead Library</b>						
Carpet Replacement	\$40,492	\$0	\$0	\$0	\$0	\$40,492
Cooling Towers	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Phone System Upgrade	\$26,896	\$0	\$0	\$0	\$0	\$26,896
Carpet Replacement	\$0	\$40,492	\$0	\$0	\$0	\$40,492
Carpet Replacement	\$0	\$0	\$40,492	\$0	\$0	\$40,492
<b>Total - Mead Library</b>	<b>\$167,388</b>	<b>\$40,492</b>	<b>\$40,492</b>	<b>\$0</b>	<b>\$0</b>	<b>\$248,372</b>
<b>Parking Utility</b>						
All-Terrain XUV	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Utility Pickup Truck	\$0	\$0	\$35,000	\$0	\$0	\$35,000
Riverfront Parking Lots	\$0	\$0	\$600,000	\$0	\$0	\$600,000
All-Terrain XUV	\$0	\$0	\$0	\$20,000	\$0	\$20,000
One-Ton Heavy Duty Pickup Truck	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Coin Meters Replacement	\$0	\$0	\$0	\$0	\$250,000	\$250,000
<b>Total - Parking Utility</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$635,000</b>	<b>\$20,000</b>	<b>\$310,000</b>	<b>\$990,000</b>
<b>Transit Utility</b>						

## 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
Forklift	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Fareboxes for Fixed Route Revenue Vehicle	\$150,000	\$0	\$0	\$0	\$0	\$150,000
Fixed Route Buses (3)	\$1,350,000	\$0	\$0	\$0	\$0	\$1,350,000
Fixed Route Buses (3)	\$0	\$1,350,000	\$0	\$0	\$0	\$1,350,000
Paratransit Vehicle	\$0	\$75,000	\$0	\$0	\$0	\$75,000
Bus Wash	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Fixed Route Buses (3)	\$0	\$0	\$1,350,000	\$0	\$0	\$1,350,000
Fixed Route Bus	\$0	\$0	\$0	\$900,000	\$0	\$900,000
Paratransit Vehicle	\$0	\$0	\$0	\$0	\$75,000	\$75,000
<b>Total - Transit Utility</b>	<b>\$1,540,000</b>	<b>\$1,625,000</b>	<b>\$1,350,000</b>	<b>\$900,000</b>	<b>\$75,000</b>	<b>\$5,490,000</b>
<b>Cable TV Fund</b>						
LED Studio Lighting	\$54,000	\$0	\$0	\$0	\$0	\$54,000
Studio Cameras (2)	\$52,000	\$0	\$0	\$0	\$0	\$52,000
<b>Total - Cable TV Fund</b>	<b>\$106,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$106,000</b>
<b>Information Technology Fund</b>						
Disaster Recovery	\$130,000	\$0	\$0	\$0	\$0	\$130,000
Disk Storage	\$20,000	\$0	\$0	\$0	\$0	\$20,000
VM Host Server	\$0	\$45,000	\$0	\$0	\$0	\$45,000
Network Storage SAN Replacement	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Network Switch Replacement	\$0	\$0	\$0	\$25,000	\$0	\$25,000
<b>Total - Information Technology</b>	<b>\$150,000</b>	<b>\$45,000</b>	<b>\$200,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$420,000</b>
<b>Water Utility</b>						
Southside Elevated Storage Tank	\$2,340,000	\$0	\$0	\$0	\$0	\$2,340,000
Radio Meter System	\$330,000	\$0	\$0	\$0	\$0	\$330,000
Low Life Variable Frequency Drive	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Water Main Projects	\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000
EE Tank Coating	\$0	\$600,000	\$0	\$0	\$0	\$600,000
Plant Master PLC Upgrade	\$0	\$65,000	\$0	\$0	\$0	\$65,000
Radio Meter System	\$0	\$340,000	\$0	\$0	\$0	\$340,000
Water Main Projects	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Taylor Hill Coating and Roof Repairs	\$0	\$800,000	\$0	\$0	\$0	\$800,000
Georgia Avenue Tank Coating	\$0	\$0	\$650,000	\$0	\$0	\$650,000
Radio Meter System	\$0	\$0	\$340,000	\$0	\$0	\$340,000
Plant Generator	\$0	\$0	\$750,000	\$0	\$0	\$750,000
Water Main Projects	\$0	\$0	\$1,250,000	\$0	\$0	\$1,250,000
Intake Pipeline/Well	\$0	\$0	\$7,000,000	\$0	\$0	\$7,000,000
Radio Meter System	\$0	\$0	\$0	\$100,000	\$0	\$100,000
Accounting Software Upgrade	\$0	\$0	\$0	\$120,000	\$0	\$120,000
Water Main Projects	\$0	\$0	\$0	\$1,250,000	\$0	\$1,250,000
Intake Pipeline/Well	\$0	\$0	\$0	\$7,000,000	\$0	\$7,000,000
Water Main Projects	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
<b>Total - Water Utility</b>	<b>\$4,270,000</b>	<b>\$2,805,000</b>	<b>\$9,990,000</b>	<b>\$8,470,000</b>	<b>\$1,500,000</b>	<b>\$27,035,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$38,867,781</b>	<b>\$33,087,641</b>	<b>\$26,673,401</b>	<b>\$20,280,290</b>	<b>\$19,520,400</b>	<b>\$138,429,513</b>

### 5 YEAR CAPITAL IMPROVEMENT PROGRAM

	2018	2019	2020	2021	2022	Total
	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Recommended</u>	<u>Total</u>
	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
<b>Total - City Buildings</b>	\$6,625,000	\$475,000	\$210,000	\$0	\$2,000,000	\$9,310,000
<b>Total - Police</b>	\$203,986	\$258,325	\$284,800	\$240,300	\$252,000	\$1,239,411
<b>Total - Fire &amp; Rescue</b>	\$1,913,725	\$173,045	\$642,709	\$732,090	\$320,000	\$3,781,569
<b>Total - Public Works</b>	\$11,731,182	\$12,042,779	\$5,203,900	\$6,196,900	\$11,176,400	\$46,351,161
<b>Total - City Development</b>	\$6,091,000	\$12,600,000	\$1,800,000	\$0	\$0	\$20,491,000
<b>Total - Wastewater</b>	\$5,037,000	\$1,949,000	\$3,365,000	\$2,509,000	\$2,901,000	\$15,761,000
<b>Total - Motor Vehicle</b>	\$1,007,500	\$1,074,000	\$2,951,500	\$1,187,000	\$986,000	\$7,206,000
<b>Total - Mead Library</b>	\$167,388	\$40,492	\$40,492	\$0	\$0	\$248,372
<b>Total - Parking Utility</b>	\$25,000	\$0	\$635,000	\$20,000	\$310,000	\$990,000
<b>Total - Transit Utility</b>	\$1,540,000	\$1,625,000	\$1,350,000	\$900,000	\$75,000	\$5,490,000
<b>Total - Cable TV</b>	\$106,000	\$0	\$0	\$0	\$0	\$106,000
<b>Total - Information Technology</b>	\$150,000	\$45,000	\$200,000	\$25,000	\$0	\$420,000
<b>Total - Water Utility</b>	\$4,270,000	\$2,805,000	\$9,990,000	\$8,470,000	\$1,500,000	\$27,035,000
<b>Total Capital Improvements</b>	<b>\$38,867,781</b>	<b>\$33,087,641</b>	<b>\$26,673,401</b>	<b>\$20,280,290</b>	<b>\$19,520,400</b>	<b>\$138,429,513</b>

<b>2018 - 2022 CIP Priority Ranking</b>	<b>Total Amount</b>	<b>Total GO Debt</b>	<b>Cumulative GO Debt</b>
<b>Total Mandatory Project GO Debt</b>		<b>\$2,693,725</b>	<b>\$2,693,725</b>
<i>Black Top Hot Patcher</i>	\$62,500	\$55,000	\$2,748,725
<i>Washington Av (Lakeshore Dr to S 20th St)</i>	\$1,250,000	\$47,250	\$2,795,975
<i>Black Top Hot Patcher Trailer</i>	\$60,000	\$55,000	\$2,850,975
<i>North Third St (Broughton Dr to Bluff Av)</i>	\$700,000	\$700,000	\$3,550,975
<i>North 17th St (Erie Av to Saemann Av)</i>	\$637,000	\$637,000	\$4,187,975
<i>North 13th St (Erie Av to Michigan Av)</i>	\$200,000	\$200,000	\$4,387,975
<i>North Seventh St (Erie Av to Superior Av)</i>	\$200,000	\$200,000	\$4,587,975
<i>Mead Library Carpet Replacement</i>	\$40,492	\$40,492	\$4,628,467
<i>Bandit Wood Chipper (2)</i>	\$123,000	\$123,000	\$4,751,467
<i>Zero Turn Mower</i>	\$28,000	\$28,000	\$4,779,467
<i>J.C Quarryview Playground Renovation</i>	\$35,000	\$35,000	\$4,814,467
<i>Lawn Tractor</i>	\$21,500	\$20,000	\$4,834,467
<i>Optimist Park Splash Pad</i>	\$120,000	\$75,000	\$4,909,467
<i>GIS System</i>	\$100,000	\$100,000	\$5,009,467
<i>One-Half Ton Four Wheel Drive Pickup Truck</i>	\$31,000	\$30,000	\$5,039,467
<i>Medium Duty Step Van</i>	\$47,000	\$45,000	\$5,084,467
<i>Three-Quarter Ton Two Wheel Drive Pickup Truck</i>	\$94,500	\$94,500	\$5,178,967
<i>MSB Building Improvements</i>	\$65,000	\$65,000	\$5,243,967
<i>Smithco Super Rake</i>	\$18,500	\$18,000	\$5,261,967
<i>Mead Library Phone System Upgrade</i>	\$26,896	\$26,896	\$5,288,863
<i>Lakefront Maintenance Garage</i>	\$50,000	\$50,000	\$5,338,863
<i>Utility Service Vehicle</i>	\$13,000	\$12,000	\$5,350,863
<i>City Hall Renovation</i>	\$6,500,000	\$6,500,000	\$11,850,863

III

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

Submitting a communication from Acuity Insurance submitting a Petition for Direct Annexation by Unanimous Approval for certain lands currently located in the Town of Sheboygan.

*City Plat*

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

June 27, 2017

**Hand Delivered**

City of Sheboygan – City Clerk’s Office  
Sheboygan City Hall  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081  
Attention: Ms. Susan Richards

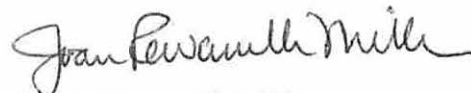
Re: Petition for Direct Annexation

Dear Ms. Richards:

Enclosed please find the Unanimous Petition for Direct Annexation under Wis. Stat. §66.0217(2) for certain lands currently located in the Town of Sheboygan.

Within five (5) days I will also be sending copies of this Petition to the Department of Administration (along with their Initial Filing Fee of \$350 and their Review Fee of \$600), the Town of Sheboygan and the Superintendent of Schools for the School District in which the property to be annexed is located.

Very truly yours,



Joan Ravanelli Miller

Enclosures

cc: Matthew K. Impola, Esq. (via email w/enclosures)

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL**  
**BY OWNERS OF ALL REAL PROPERTY IN TERRITORY**  
**PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES**

We, the undersigned, pursuant to Section 66.0217(2) of the Wisconsin Statutes, being the owners of all of the real property in the territory described on Exhibit A attached hereto and shown on the scale map attached hereto as Exhibit B, which territory is in the Town of Sheboygan, Sheboygan County, Wisconsin, and lies contiguous to the City of Sheboygan, Sheboygan County, Wisconsin, respectively petition the City Council of the City of Sheboygan to annex said territory to the City of Sheboygan, Sheboygan County, Wisconsin.

The number of electors residing in said territory is zero (0). In accordance with the definition of "population" in Section 66.0217(5) of the Wisconsin Statutes, the current population of said territory by number is zero (0).

We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation, or consolidation petitions, if any.

Signature of Petitioner*	Address of Petitioner	Date of Signing	Owner and/or Elector
Acuity, A Mutual Insurance Company	2800 South Taylor Drive Sheboygan, WI 53081	6/21/2017	Owner

\* Signatures are on pages following.

[SIGNATURE PAGES FOLLOW THIS PAGE.]

**ACUITY, A MUTUAL INSURANCE COMPANY**

By: *Ben Salzm*  
Benjamin M. Salzmnn, President & CEO

By: *Sheri Murphy*  
Sheri Murphy, Secretary & Vice  
President – Services & Administration

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF SHEBOYGAN )

This instrument was acknowledged before me on June 21, 2017, by Benjamin M. Salzmnn, President & CEO of Acuity, A Mutual Insurance Company, to me know to be the person who signed the foregoing petition on behalf of such company.

[NOTARIAL SEAL]



*Lynn P. Yunger*  
Name printed: Lynn P. Yunger  
Notary Public, State of Wisconsin  
My Commission: expires 8/12/2017

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF SHEBOYGAN )

This instrument was acknowledged before me on June 21, 2017, by Sheri Murphy, Secretary & Vice President – Services & Administration of Acuity, A Mutual Insurance Company, to me know to be the person who signed the foregoing petition on behalf of such company.

[NOTARIAL SEAL]

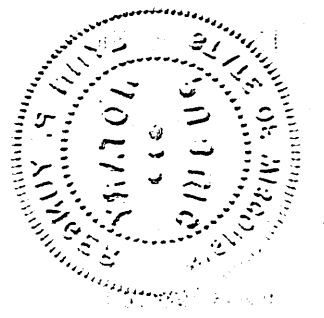
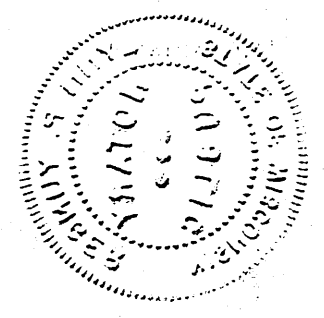


*Lynn P. Yunger*  
Name printed: Lynn P. Yunger  
Notary Public, State of Wisconsin  
My Commission: expires 8/12/2017

*[Faint, illegible text]*

*[Faint, illegible text]*

*[Faint, illegible text]*



## EXHIBIT A

### Legal Descriptions of the Property

#### Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1006.73 feet to Point of Beginning 'A'; thence continuing North 89°33'20" East along said north line, 124.73 feet; thence South 00°20'31" West, 328.53 feet; thence South 89°36'34" West, 124.97 feet; thence North 00°23'02" East, 328.42 feet to Point of Beginning 'A'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 41,007 square feet (0.9414 Acres) in total, of which 4,116 square feet (0.0945 Acres) are in said right-of-way.

#### Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1231.63 feet to Point of Beginning 'B'; thence continuing North 89°33'20" East along said north line, 100.00 feet; thence South 00°22'36" West, 328.72 feet; thence South 89°36'34" West, 99.87 feet; thence North 00°21'13" East, 328.63 feet to Point of Beginning 'B'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 32,825 square feet (0.7536 Acres) in total, of which 3,312 square feet (0.0760 Acres) are in said right-of-way.

#### Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 33; thence South 89°33'20" West along the north line of said Northwest Quarter, 299.29 feet to Point of Beginning 'C'; thence South 26°04'17" West along the west right-of-way line of South Taylor Drive, 132.51 feet to a point of curvature; thence southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of 1°19'53", and a chord bearing South 26°44'14" West, 108.62 feet; thence South 89°35'45" West, 397.33 feet; thence North 00°02'43" East, 214.92 feet to aforesaid north line; thence North 89°33'20" along said north line, 504.26 feet to Point of Beginning 'C'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 97,040 square feet (0.22277 Acres) in total, of which 16,355 square feet (0.3755 Acres) are in said right-of-way.

Parcel D:

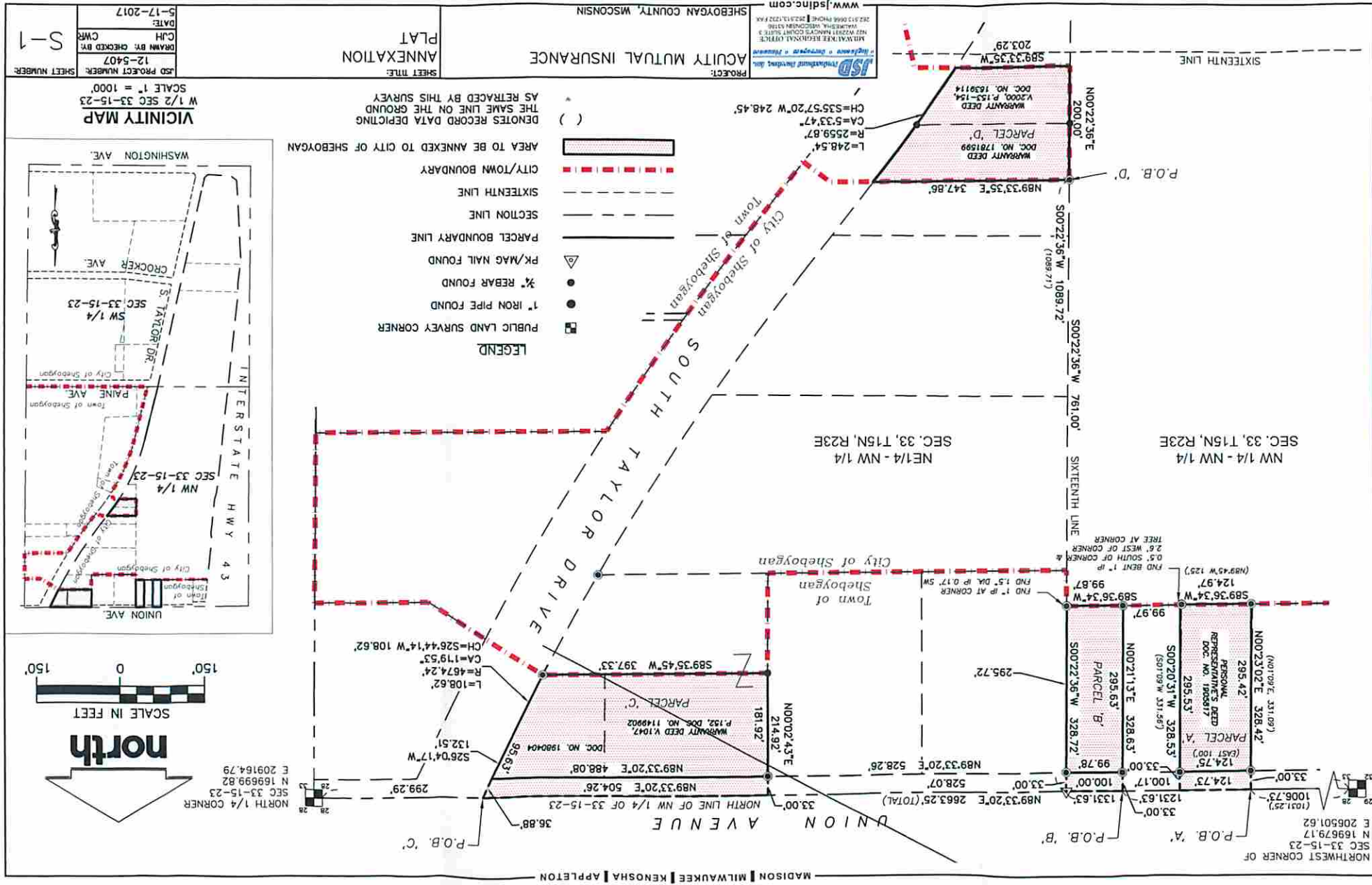
A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North  $89^{\circ}33'20''$  East along the north line of said Northwest Quarter, 1331.63 feet to the north-south sixteenth line of said Northwest Quarter; thence South  $00^{\circ}22'36''$  West along said sixteenth line, 1089.72 feet to Point of Beginning 'D'; thence North  $89^{\circ}33'35''$  East, 347.86 feet to the west right-of-way line of South Taylor Drive and a non-tangential point of curvature; thence southwesterly 248.54 feet along said west right-of-way line and the arc of a curve to the left, with a radius of 2559.87 feet, through a central angle of  $5^{\circ}33'47''$ , and a chord bearing South  $35^{\circ}57'20''$  West, 248.45 feet; thence South  $89^{\circ}33'35''$  West, 203.29 feet to aforesaid sixteenth line; thence North  $00^{\circ}22'36''$  East, 200.00 feet to Point of Beginning 'D'. Containing 54,611 square feet (1.2537 Acres) in total.

**EXHIBIT B**

Annexation Map of the Property

*See attached.*



SHEET NUMBER: 12-5407  
 DRAWN BY: CHECKED BY: CWR  
 DATE: 5-17-2017

PROJECT: ACUITY MUTUAL INSURANCE ANNEXATION PLAT

SCALE: 1" = 1000'

DENOTES: RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY

AREA TO BE ANNEXED TO CITY OF SHEBOYGAN

CITY/TOWN BOUNDARY

SIXTEENTH LINE

SECTION LINE

PARCEL BOUNDARY LINE

PK/MAG NAIL FOUND

¾ REBAR FOUND

1" IRON PIPE FOUND

PUBLIC LAND SURVEY CORNER

LEGEND

DENOTES: RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY

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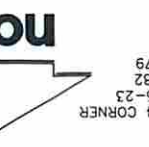
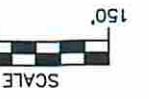
PARCEL BOUNDARY LINE

PK/MAG NAIL FOUND

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1" IRON PIPE FOUND

PUBLIC LAND SURVEY CORNER



NORTHWEST CORNER OF SEC 33-15-23 N 169679.17 E 206501.62 (101.25')  
 NORTH 1/4 CORNER SEC 33-15-23 N 169699.82 E 209164.79

MADISON | MILWAUKEE | KENOSHA | APPLETON

www.jsdinc.com

SHEBOYGAN COUNTY, WISCONSIN

II

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

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

---

City Clerk

*Finance  
Personnel*

DATE RECEIVED

62317

RECEIVED BY

MD

CLAIM NO.

10-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 23 '17 PM 3:14

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Nick Deligiannis
2. Home address of Claimant: 426 Grant Ave Sheboygan, WI 53081
3. Home phone number: (920) 452-4742
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5-15-17 3:00 pm
6. Where did damage or injury occur? (give full description) In Alley between 8<sup>th</sup> + 7<sup>th</sup> St East + West - Between GM's + Old Executive Inn.

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

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

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

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

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

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

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

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

No Injuries - damage to bottom of vehicle (muffler)

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

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

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

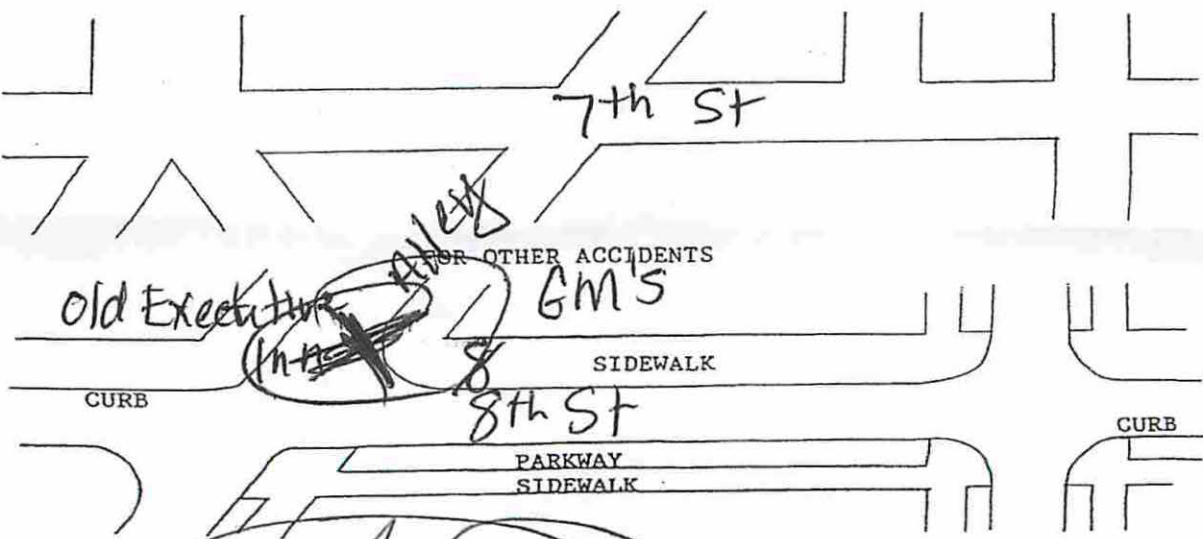
Damaged vehicle (if applicable)

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

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

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

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



SIGNATURE OF CLAIMANT [Handwritten Signature]

DATE 6/15/17

DATE RECEIVED 6-23-17

RECEIVED BY MD

CLAIM NO. 10-17

CLAIM

Claimant's Name: Nick Deligiannis

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

Claimant's Address: 426 Grant Ave

Property \$ \_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. \_\_\_\_\_

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

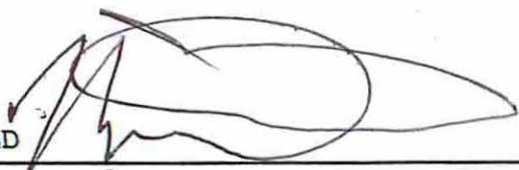
TOTAL \$ \_\_\_\_\_

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

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

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

SIGNED



DATE:

6/15/17

ADDRESS:

426 Grant Ave Sheboygan WI 53081

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

HITROCK TIRE & MUFFLER  
710 S 24TH ST  
SHEBOYGAN, WI 53081  
920 452 9872  
5436845557561585

Merchant ID: 6500  
Term #: 0001

Store #: 0001  
Ref #: 0002

### Sale

XXXXXXXXXXXX4815

VISA

Entry Method: Chip

Total: \$ 379.80

05/22/17

14:08:16

Inv #: 044773

Appr Code: 006618

Transaction ID: 387142688968419

Apprvd: Online

Batch#: 000016

VISA DEBIT

ATI: A000000000000000

TSI: 0000

TVR: 0000000000

Customer Copy

Thank you

Rock Tire & Muffler  
 South 14th Street  
 Sheboygan, WI 53081

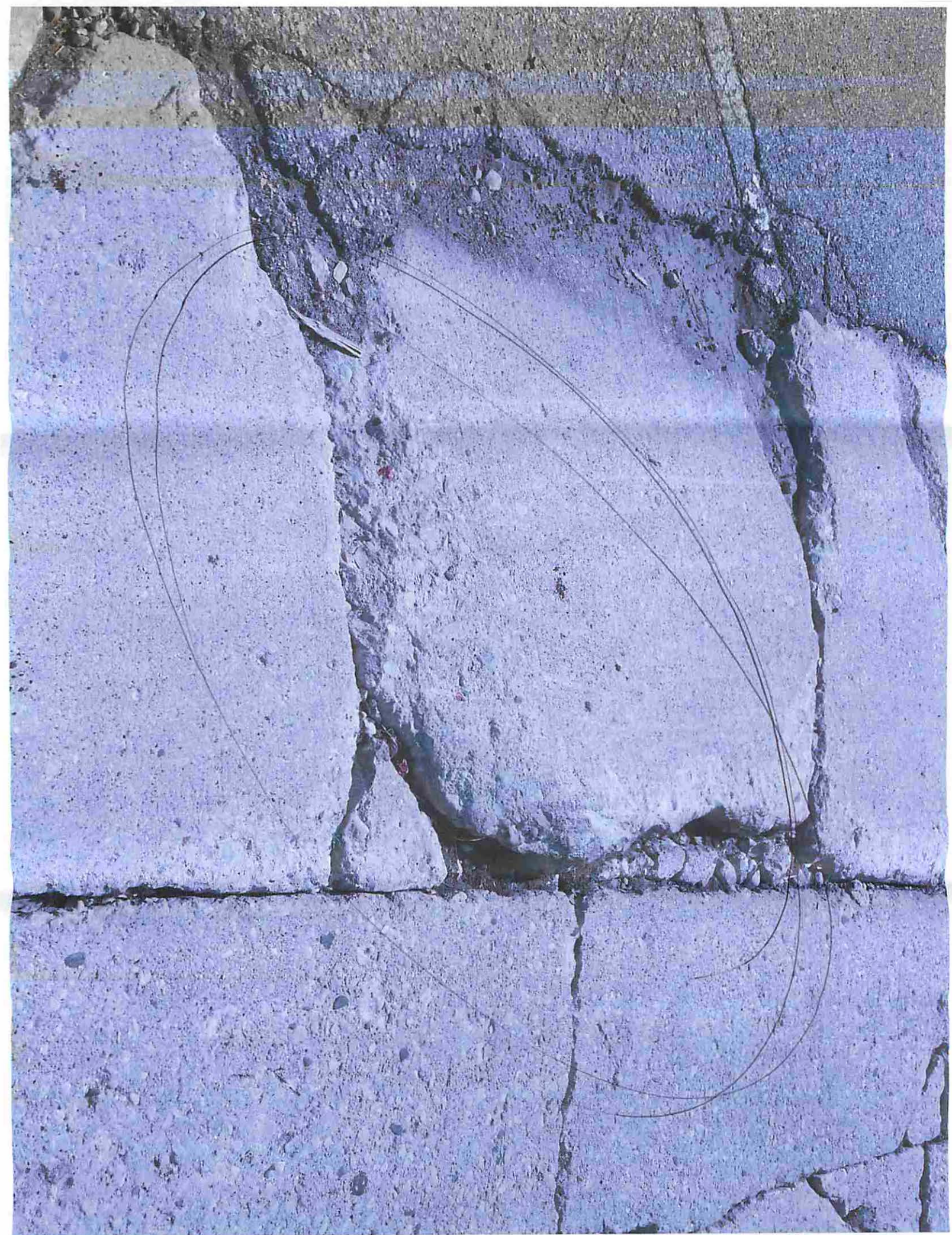
**Invoice**

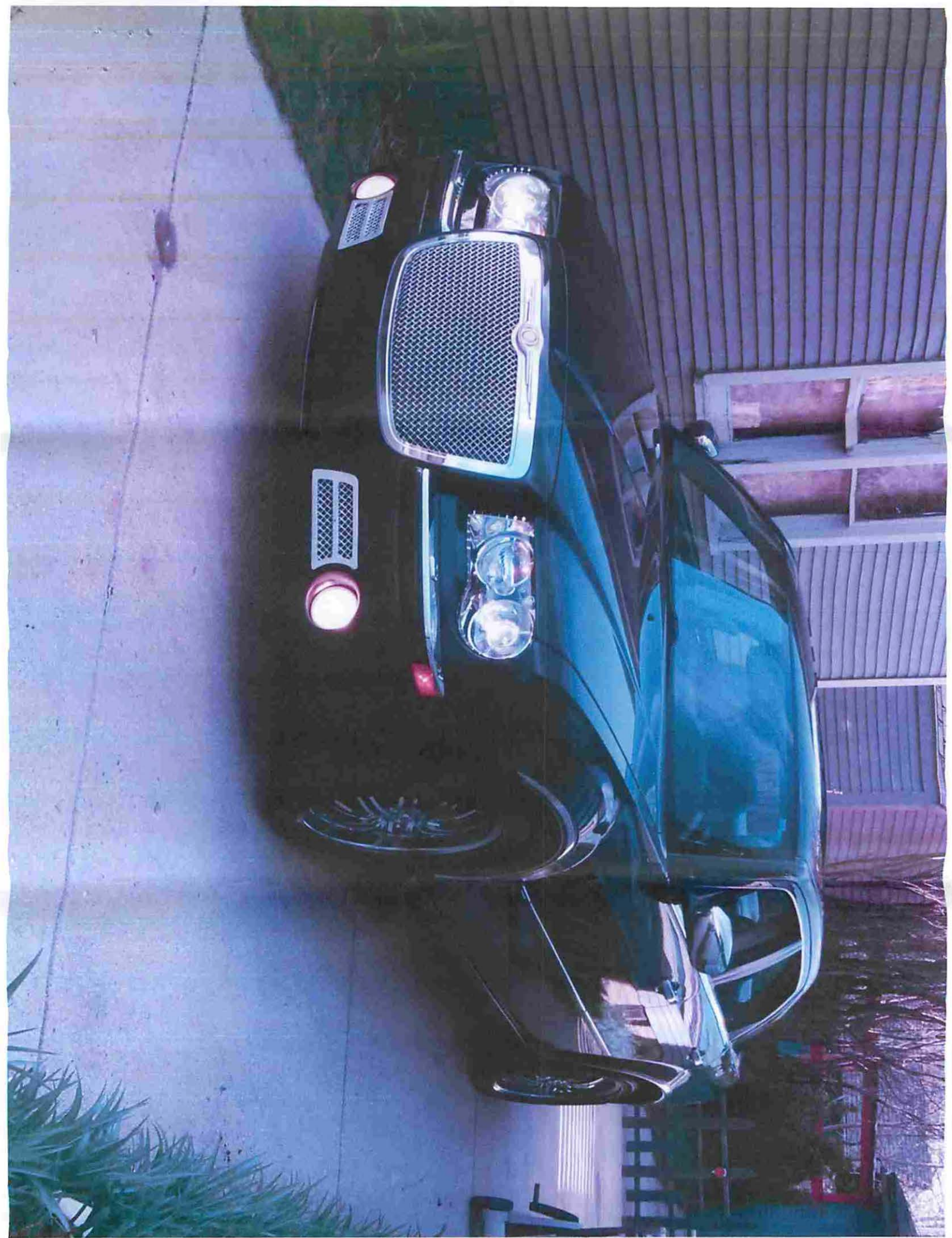
Date	Invoice #
5/22/2017	44773



Bill To
MELIGIANNIS, NICK 126 GRANT AVE SHEBOYGAN, WI, 53081 920-452-4742

P.O. No.	SALESPERSON	MAKE	MODEL	YEAR	Mileage
	JON	CHRYSLER	300C	2005	
Quantity	Item	Description	Rate	Amount	
2	Non Inventory Par... Payment Charge	8822 FLEX COUPLING Charge Payment COUNTY & STATE Sales Tax	180.00 -379.80 5.50%	360.00 -379.80 19.80	
<b>Total</b>					\$0.00





III

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

Submitting a claim from Mark Lehmann for alleged damages to his property when a City garbage truck backed into the yard at 1209 S 17<sup>th</sup> Street.

*Finance +  
Personnel*

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

DATE RECEIVED 6-29-17

RECEIVED BY MD

CLAIM NO. 11-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 29 '17 AM 11:36

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Mark Lehmann

2. Home address of Claimant: 1209 SO. 17TH ST

3. Home phone number: 920 457-9118

4. Business address and phone number of Claimant: SAME

5. When did damage or injury occur? (date, time of day) 06/01/17

6. Where did damage or injury occur? (give full description) IN FRONT OF HOUSE 1209 SO. 17TH ST

7. How did damage or injury occur? (give full description) City GARAGE TRUCK BACK INTO LADDERS

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

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

(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: \_\_\_\_\_



DATE RECEIVED 6-29-17

RECEIVED BY MD

CLAIM NO. 11-17

CLAIM

Claimant's Name: Mark Lehmann Auto \$ \_\_\_\_\_

Claimant's Address: 1209 So. 17<sup>th</sup> St Property \$ 406<sup>14</sup>  
Sheb WI 53001 Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920 457 9119 Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 406<sup>14</sup>

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 \$ 406<sup>14</sup>.

**SIGNED** Mark Lehmann **DATE:** 06/28/17

**ADDRESS:** 1209 So. 17<sup>th</sup> St.

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



Remit To: 800-776-3595  
1800 East Bolivar Ave (414)-645-0555  
St Francis WI 53235 Fax (414)-645-7666

# QUOTE

Number:	213394-0
Quote Date:	06/23/2017
Page	1

Bill to: CASH  
0

Ship to: CASH  
0

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO	Wanted Date
ACASH		In House			06/23/2017
Entered By	Ship Via	Terms	Ship Via Account		
Brandon		COD PRICED PICK SLIP			
Quantity	U/M	Item #	Description	Price	Extension
Order Ship Back					
3 3 0	EA	ACRO-11601	6FT ROOF LADDER EXTENSION RAISED SOLID STEEL RUNGS TUBE CHICKEN LADDER MADE IN USA	107.6880	323.06
1 1 0	EA	ACRO-11610	CHICKEN LADDER HOOK	61.5360	61.54

**SubTotal** 384.60

**Tax** 21.54

**Total** 406.14

We appreciate your business and look forward to working with you again.  
Please Visit Our Website @ [www.birdladder.com](http://www.birdladder.com)

II

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

Submitting a claim from Paul Timmerman for alleged damages to his vehicle's tire sidewall when a pothole opened up as he drove over a rough section on road on Camelot Blvd.

---

City Clerk

*Finance  
Personnel*

DATE RECEIVED

6-23-17

RECEIVED BY

MD

CLAIM NO.

09-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 23 '17 PM 3:14

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: PAUL TIMMERMAN
- 2. Home address of Claimant: 1372 Kings Ct
- 3. Home phone number: 920-207-6266
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 6-20-2017 2:45 pm

6. Where did damage or injury occur? (give full description) Pothole opened up as I drove over rough section of road causing concrete chunk to puncture tire sidewall

7. How did damage or injury occur? (give full description) Rough road is in need of repaving (Camelot Blvd)

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

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

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

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

(a) Public property alleged to be dangerous: The majority of camelot BLVD is in need of resurfacing.

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

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

no injury

11. Name and address of any other person injured: none

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

Auto: \$ 98.64

Property: \$ \_\_\_\_\_

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

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

**TOTAL** \$ \_\_\_\_\_

Damaged vehicle (if applicable)

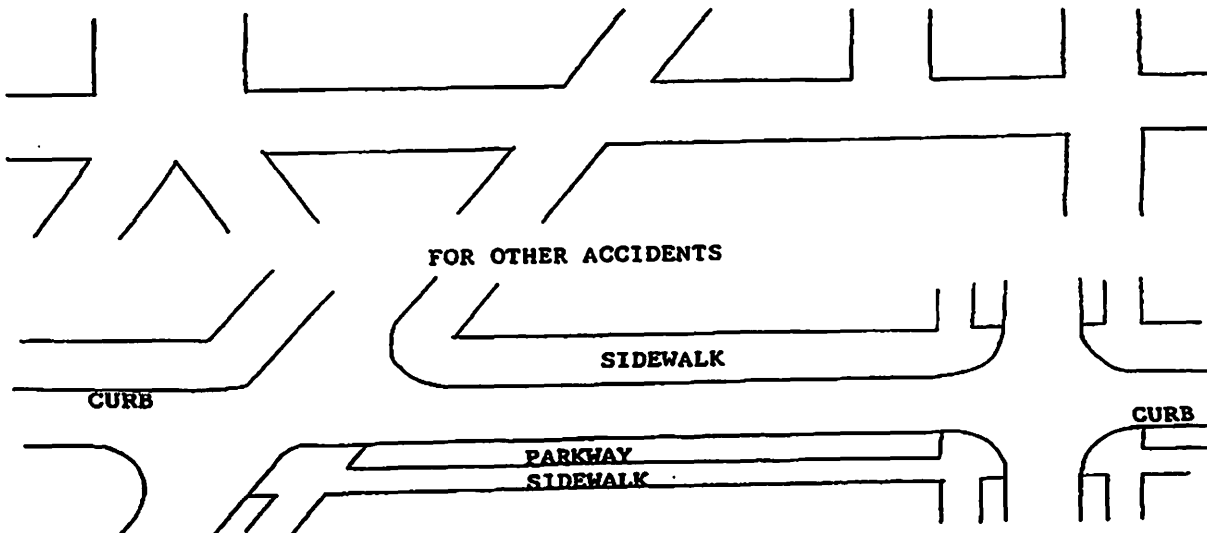
Make: Scion Model: XB2 Year: 2009 Mileage: 117,000

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

None

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

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



SIGNATURE OF CLAIMANT Paul Turner DATE 6-20-17

DATE RECEIVED 6-23-17

RECEIVED BY MD

CLAIM NO. 09-17

CLAIM

Claimant's Name: <u>PAUL T. IMMERMANN</u>	Auto	\$ <u>98.64</u>
Claimant's Address: <u>1372 Kings Ct</u>	Property	\$ _____
<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920-207-6266</u>	Other (Specify below)	\$ _____
	<b>TOTAL</b>	\$ <u>98.64</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 98.64.

SIGNED Paul Timmerman DATE: 6-20-17

ADDRESS: 1372 Kings Ct  
Sheboygan WI 53081

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



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2022-2023  
2024-2025

Sales Associate will provide a CIMS DOT registration card.  
Customer mails in CIMS card to register tires.

Service Order:



06-20-2017	TIMMERMAN, PAUL		
(920)207-6266	L. SHEBOYGAN, WI 53081		
YEAR	MAKE	MODEL	COLOR
LICENSE	ODOMETER	CUSTOMER ARRIVAL TIME	SERVICE COMPLETED TIME
	0	2017-06-20 03:17 PM	2017-06-20 03:31 PM

Service Description	Service
NEW TIRE Whitewall - N/A - Valve Stem - Dry Rear - DECLINED <b>Not Applicable</b> - DOT Number - Dry Rear - M60FURIR 0617 N/C MOUNT ONLY	0.00
- Mount Tire - Dry Rear - COMPLETE - Tire Service Accepted - Dry Rear	0.00
TIRE HAULER FEE - Dispose Tire Accepted - Dry Rear - COMPLETE	1.50
WHEEL BALANCE LIFE - Balance Accepted - Dry Rear - COMPLETE	9.00
W/ TIGHT TORQUE Dry Rear 11 F-1 B	

Merchandise Description	Quantity	Unit Price	Merchandise
205 55R16 91H VIVA 3	1	83.00	83.00

Customer Comments: Total (Excluding Tax & Govt. Fees) 93.50

Technician Comments: Tread depth at 5/32

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

*[Signature]* 06-20-2017  
CUSTOMER SIGNATURE DATE

THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS.  
Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

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

SIGNED: \_\_\_\_\_  
DATE: \_\_\_\_\_  
QUALITY CONTROL TECH: AARON 2257  
SERV WRITER: GRETHER LUCAS 4177  
THIRD QUALITY: SHAWN 2006  
TIRE TECHNICIAN: SHAWN 2006

II

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

Submitting a communication from James Canon requesting a waiver from the Sex Offender Residency restrictions in order to reside at 2208 North 8<sup>th</sup> Street.

*Public Safety*

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

JUN 23 '17 AM 11:17

Date: June 14<sup>th</sup> 17<sup>th</sup>

My name is: James Canon

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

2208 North 8<sup>th</sup> Street

Signature: James Canon

Phone Number: (920) 287 9637

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 3, 2017.

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

*Public Safety*

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

JUN 27 '17 PM 2:00

Date: Tuesday Jun 27th

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  
53081

Signature: Matthew Donald Kunert

Phone Number: (920) 226-2666

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 3, 2017.

Submitting a communication from Andrew T. Borger requesting a waiver from the Sex Offender Residency restrictions in order to reside at 916A Michigan Avenue.

*Public Safety*

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

Date: 06-24-2017

My name is: Andrew T. Borger

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

916 A Michigan Ave.  
Sheboygan, WI 53081

Signature: 

Phone Number: (920) 226-1064

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

Res. No. \_\_\_\_\_ - 17 - 18. By Alderperson Wolf. July 3, 2017.

A RESOLUTION authorizing accepting a grant from the Sheboygan County in the amount of \$6,925 to be used towards the ADA kayak/canoe launch facility at Kiwanis Park.

BE IT RESOLVED: That the Mayor be authorized to sign all documents necessary to executing a grant agreement with the Fund for Lake Michigan.

*Lies over*

\_\_\_\_\_

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

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

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



**Sheboygan County**  
**Planning & Conservation Department**

Administration Building

508 New York Avenue

Sheboygan, WI 53081-4126

P: (920) 459-3060

P: (920) 459-1370

F: (920) 459-1371

E: [plancon@sheboygancounty.com](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 "E. 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)

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

**Sheboygan County**  
 (Sponsor)

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Printed name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

Be sure to read and understand the information on the accompanying page as some changes have been made. Please retain invoices and/or receipts to be submitted to the Department to in order to receive payment.

1. Sheboygan County, through its Planning and Conservation Department (Department) and the Grantee mutually agree to perform this agreement in accordance with the Sheboygan County Stewardship Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, maps, and also any assurances attached hereto and made a part hereof.
2. The Department hereby promises, in consideration of the covenants and agreements made by the Applicant herein, to obligate to the Applicant the amount of \$6,925 and to tender to Applicant that obligation. However, if the actual project cost is less than \$6,925, the grant payment shall be limited to the actual project cost. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this Agreement.
3. The Applicant agrees to comply with all applicable Wisconsin Statutes, Wisconsin Administrative codes, and Ordinances and rules of the Sheboygan County Board in fulfilling terms of this Agreement
4. The Department agrees that the Applicant shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the Agreement. The Department takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the Applicant or the Applicant's employees or agents. The Applicant is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Applicant's employees or agents.
5. This Agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement or other written documentation, signed by both parties, prior to the termination date of the Agreement. Time extensions and scope changes to the Agreement may be granted to the Applicant by the Department in writing without the requirements of Applicant signature.
6. The Applicant may rescind this Agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Agreement may be rescinded, modified, or amended only by mutual agreement in writing.
7. Failure by the Applicant to comply with the terms of this Agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Planning Director, such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the Department's discretion.
8. The Applicant agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Applicant fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the Applicant fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Agreement may be terminated, including further project cost payment.
9. The Applicant agrees to save, keep harmless, defend, and indemnify the Department and all its officers, employees, and agents against any kind and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work in connection with this Agreement or omissions of Applicant's employees, agents, or representatives.
10. In connection with the performance of work under this Agreement, the Applicant agrees not to discriminate against any employee or applicant for employment nor against any person who may subsequently use the project because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, arrest or conviction record, or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; selection for training, including apprenticeship, and in the subsequent use and enjoyment of the project.
11. Applicant shall establish and maintain adequate records of all expenditures incurred under this Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Department and its duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement by the Applicant. Copies of invoices and/or receipts for specific items or services purchased will be required for reimbursement; for acquisition projects, a copy of the deed must also be submitted. The Applicant shall retain all documents applicable to the Agreement for a period of not less than two (2) years after the final payment is made, or longer where required by law.
12. The Department reserves the right to cancel this Agreement in whole or in part without penalty due to nonappropriation of funds by the Sheboygan County Board.
13. Applicant agrees to post a minimum of one Sheboygan County Stewardship Fund Grant sign, provided by the Department, at the project site for a minimum of one year after acquisition has been finalized or the project development process has been completed.



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

\_\_\_\_\_

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 for construction of the Sheboygan Skate Park at Kiwanis Park

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

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**REPORT DATE:** June 28, 2017

**MEETING DATE:** July 10, 2017

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**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

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. July 3, 2017.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 39-17-18 by Alderpersons Donohue and Bohren approving the FY 2017 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends that the Resolution be passed.

Reg.

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

Committee

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

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

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

# III

## DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 39- 17 - 18. By Alderperson Donohue and Bohren. July 3, 2017.

A RESOLUTION approving the FY 2017 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$792,032 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2017 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2017 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Finance and Personnel Committee recommends the funds be distributed as follows:

Street Trees	\$ 66,322
Neighborhood Improvement Program	\$ 10,000
Historic Preservation	\$100,000
Neighborhood Lighting Project	\$ 50,000
Public Facilities- City Green	\$100,000
NRSA No. 1 Officers	\$ 30,000
Partners for Community Development	\$ 17,500
Park Facilities- Skate Park	\$141,000
Salvation Army	\$ 31,311
Sheboygan County Interfaith Organ.	\$ 5,000
Family Service Association	\$ 10,000
Shoreline Metro	\$ 42,493
Family Connections	\$ 2,000
Lakeshore CAP	\$ 18,000
Lakeshore Community Health Center	\$ 2,000
Safe Harbor	\$ 8,000
Program Administration	\$158,406

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

*Finance & Personnel*

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2017 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

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

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. July 3, 2017.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 40-17-18 by Alderpersons Donohue and Bohren authorizing accepting a grant from the Fund for Lake Michigan in the amount of \$30,000 to be used for Adopt A Beach and Adopt a Coastal Habitat education; recommends that the Resolution be passed.

reg.

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

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

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

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



**DIRECT REFER TO FINANCE AND PERSONNEL COMMITTEE**

Res. No. 40 - 17 - 18. By Alderperson Donohue and Bohren. July 3, 2017.

A RESOLUTION authorizing accepting a grant from the Fund for Lake Michigan in the amount of \$30,000 to be used for Adopt a Beach and Adopt a Coastal Habitat education.

WHEREAS, City Development Staff applied for this grant in March 2017 and were notified that we are being awarded \$30,000. The City will be partnering with the Sheboygan Area School District, SEAS, Camp Y-Koda and the Alliance for the Great Lakes is developing a program to get 3<sup>rd</sup> and 4<sup>th</sup> graders and 9<sup>th</sup> and 10<sup>th</sup> graders to the lakefront to participate in these programs. This is part of the education component tied to the Proposed National Marine Sanctuary.

BE IT RESOLVED: That the Mayor be authorized to sign all documents necessary to executing a grant agreement with the Fund for Lake Michigan.

*Finance & Personnel*

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

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

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

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



At the Global Water Center  
247 W. Freshwater Way, Suite 537, Milwaukee, WI 53204  
414-418-5008 | [fundforlakemichigan.org](http://fundforlakemichigan.org)

June 19, 2017

Chad Pelishek  
828 Center Avenue  
Sheboygan WI, 53081

Grant Number: 20171081

Dear Chad:

It is my pleasure to inform you that the trustees of the Fund for Lake Michigan have approved a grant of \$30,000 to the City of Sheboygan to support the Adopt-a-Beach and Adopt-A-Habitat project.

The Fund for Lake Michigan is a donor-advised fund of the Greater Milwaukee Foundation, Inc. You should receive your initial grant payment directly from the GMF once the attached grant contract is signed and returned to the Fund for Lake Michigan. Please send the contract electronically to [vicki@fundforlakemichigan.org](mailto:vicki@fundforlakemichigan.org). Note that the grant agreement includes payment dates, reporting requirements and other important information and conditions of the grant.

We are excited about this project and are honored to support your organization. For all publications and correspondence, please refer to this as a grant from the **Fund for Lake Michigan**. The Fund's name and logo should appear in publications, electronic materials, and on signs for events or projects supported by the grant.

See your grant agreement and the attached guidelines for additional information on publicizing your grant, and please keep us posted on your outreach plans. We are happy to be of assistance as you consider ways to acknowledge the Fund and share news about your grant with others.

Congratulations and best wishes. We look forward to hearing updates on your progress and hope that you will not hesitate to contact the Fund if we can further assist your efforts.

Sincerely,

A handwritten signature in black ink that reads "Vicki Elkin". The signature is written in a cursive, flowing style.

Vicki Elkin

cc: Kathryn Dunn, Greater Milwaukee Foundation



At the Global Water Center  
247 W. Freshwater Way, Suite 537, Milwaukee, WI 53204  
414-418-5008 | fundforlakemichigan.org

**A fund within the Greater Milwaukee Foundation**

c/o Greater Milwaukee Foundation  
101 W. Pleasant St. Suite 210, Milwaukee, WI 53212  
phone: (414) 272-5805 fax: (414) 272-6235

**Grant Agreement for Grant Number: 20171081**

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **PLEASE RETURN ONE SIGNED COPY OF THIS GRANT AGREEMENT TO THE FUND FOR LAKE MICHIGAN via email to vicki@fundforlakemichigan.org.**

Grantee City of Sheboygan

Amount of Grant \$30,000 Date Authorized June 19, 2017

Grant purpose 2017 Adopt-a-Beach and Adopt-A-Habitat

Grant period: begins 8/1/2017 ends 12/31/2018

Payment schedule: -\$17,500 on 8/15/2017 and \$12,500 on 8/15/2018

Reporting schedule: Reports are due on 6/30/2018 and 1/15/2019

Special Conditions  
\_\_\_\_\_  
\_\_\_\_\_

#### **SPECIAL PROVISIONS:**

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under.

Please read the following carefully:

#### **I. EXPENDITURE OF FUNDS**

**This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget.** The program is subject to modification only with prior written approval from the Fund and the Foundation.

A. The grantee shall return to the Foundation any unexpended funds:

- if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
- if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
- if the grant period has ended.

B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.

C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

#### **II. SIGNAGE AND PUBLICITY**

The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.

When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.

The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.

If applicable, the grantee will install educational signage that is approved by the Fund.

The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff or submitted via the Fund's website via the "Share Your Story" webpage (<http://www.fundforlakemichigan.org/share-your-story/>).

The grantee will, when asked, report on efforts to recognize the Fund for its support.

### III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

For the five calendar years following the year in which the grantee completes construction, **the grantee will provide a brief annual maintenance update** of one page or less. This update will summarize major maintenance activities during the previous 12 months and will indicate whether or not the project is performing as expected. This report is due December 31 of each year.

### III. REPORTING REQUIREMENTS

**Reports will be submitted according to the following schedule:**

- An interim report is due on: 6/30/2018
- A final report is due on: 1/15/2019

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Jennifer Sargent at [jennifer.sargent@arabellaadvisors.com](mailto:jennifer.sargent@arabellaadvisors.com) or 312-235-1430 should you have any questions or problems submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.



At the Global Water Center  
247 W. Freshwater Way, Suite 537, Milwaukee, WI 53204  
414-418-5008 | [fundforlakemichigan.org](http://fundforlakemichigan.org)

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

**IV. LIMIT OF COMMITMENT**

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

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Signature of Representative

---

Print Name and Title

---

Date

**VI**

R. C. No.          - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. July 3, 2017.

Your Committee to whom was referred R. O. No. 62-17-18 by the City Clerk submitting a request from Mayor Vandersteen, on behalf of the City of Sheboygan, to use one of the City's free Blue Harbor Conference Center days to host a meeting of the Urban Alliance League of Wisconsin Municipalities on July 28, 2017; recommends to accept and file and approve the request.

*reg*

_____	_____
_____	_____
_____	_____

Committee

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

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

II

4.2

R. O. No. 62- 17 - 18. By CITY CLERK. June 19, 2017.

Submitting a request from Mayor Mike Vandersteen, on behalf of the City of Sheboygan, to use one of the City's free Blue Harbor Conference Center days to host a meeting of the Urban Alliance League of Wisconsin Municipalities on July 28, 2017.

*Finance &  
Personnel.  
Approve.*

\_\_\_\_\_

City Clerk



5.1

Res. No. 35 - 17 - 18. By Alderpersons Donohue and Bohren.  
June 19, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for purchase of land and building.

Establish appropriation for purchase of land and building in the General Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund Land and Building 10161100-611100	\$285,000

*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

~~VI~~

Other Matters

9.2

Res. No. 38 - 17 - 18. By Alderperson Wolf. June 19, 2017.

A RESOLUTION authorizing the purchase of 606 North 9th Street (former Social Security office) for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and James A. Bloomer.

\* BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

*Lus 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

COPY

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**  
3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 606 North 9th Street  
5 \_\_\_\_\_ in the City \_\_\_\_\_  
6 of Sheboygan \_\_\_\_\_, County of Sheboygan \_\_\_\_\_, Wisconsin  
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:  
8  PURCHASE PRICE: Two Hundred Seventy-eight Thousand and 00/100  
9 \_\_\_\_\_ Dollars (\$ 278,000.00 ).  
10  EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 0 will be  
11 mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_  
13  THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.  
14  INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer  
15 not excluded at lines 20-22, and the following additional items: all personal property inside the building (cubicles, etc.)  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_  
19 \_\_\_\_\_  
20  NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded  
24 by Seller or which are rented and will continue to be owned by the lessor.  
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.  
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.  
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from  
28 acceptance provide adequate time for both binding acceptance and performance.  
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before  
30 June 23, 2017 \_\_\_\_\_ . Seller may keep the Property on the market and accept  
31 secondary offers after binding acceptance of this Offer.  
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.  
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS OFFER ONLY IF  
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.  
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.  
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.  
38 Seller's recipient for delivery (optional): \_\_\_\_\_  
39 Buyer's recipient for delivery (optional): \_\_\_\_\_  
40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Buyer: ( \_\_\_\_\_ ) \_\_\_\_\_  
42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
44 line 47 or 48.  
45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.  
47 Delivery address for Seller: James A. Bloomer, 57 W. Washington Street, Chilton, WI 53014  
48 Delivery address for Buyer: Chad Pellshek, City of Sheboygan, 828 Center Ave., Suite 104, Sheboygan, WI 53081  
49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a  
50 consumer transaction, where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,  
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and  
52 electronic signatures in the transaction, as required by federal law.  
53 E-Mail address for Seller (optional): \_\_\_\_\_  
54 E-Mail address for Buyer (optional): \_\_\_\_\_  
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery  
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated \_\_\_\_\_  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and  
61 \_\_\_\_\_

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §  
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real  
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied  
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than July 24, 2017

68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,  
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none  
71 \_\_\_\_\_

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as  
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77  Current assessment times current mill rate (current means as of the date of closing)

78  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if  
79 known, multiplied by current mill rate (current means as of the date of closing)

80

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially  
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling  
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for  
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill  
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax  
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real  
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)  
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,  
95 are \_\_\_\_\_

96 \_\_\_\_\_ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 387). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: \_\_\_\_\_

106 \_\_\_\_\_ . If "Time  
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

110 This Offer is contingent upon final approval by the City of Sheboygan Common Council.  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

117

118 \_\_\_\_\_ [insert proposed use and type and size of building, if applicable; e.g.  
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at  
124 (Buyer's) (Seller's)  STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127  APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  STRIKE ONE ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 \_\_\_\_\_  
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

133  ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
134  STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  STRIKE ONE ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_

137  CHECK ALL THAT APPLY, for the Property for its proposed use described  
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

140  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing)  STRIKE ONE ("Seller providing" if neither is  
141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days of  
143 acceptance, at (Buyer's) (Seller's)  STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
144 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: \_\_\_\_\_

146 \_\_\_\_\_  STRIKE AND COMPLETE AS APPLICABLE Additional map features  
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map  
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
156 void.

157  DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within  
158 \_\_\_\_\_ days of acceptance:  CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

- 159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.  
160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.  
162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.  
164  Rent roll.  
165  Other \_\_\_\_\_

166

167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
173 and any reproductions) to Seller if this Offer is terminated.

174  CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice  
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

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**IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.**

**FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_ days of acceptance of this [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

**FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

**NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

**BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

**CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

**SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

**FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

**IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

**APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

**CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

**ADDITIONAL PROVISIONS/CONTINGENCIES**  
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287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)  
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's  
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate  
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide  
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,  
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property  
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from  
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be  
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written  
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after  
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not  
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;  
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader  
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to  
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.  
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker  
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit  
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the  
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting  
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good  
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations  
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 = **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if  
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and  
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility  
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed  
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
346

347 \_\_\_\_\_  
348 \_\_\_\_\_ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain  
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use  
352 other than the current use.

353 = **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a  
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller~~ shall pay all costs of providing title evidence to Buyer.  
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender. Buyer

356 = **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if  
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
360 closing (see lines 365-371).

361 = **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
362 commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the  
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which  
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 = **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within  
366 \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a  
367 reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver  
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said  
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does  
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable  
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 = **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current  
375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees  
376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,  
377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street  
378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**  
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also  
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
385 had actual knowledge or written notice before signing the Offer.

386 = **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

390 = **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written  
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A  
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal  
398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or  
404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the  
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**  
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**  
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**  
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the  
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties  
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer  
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for  
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed  
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of  
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property  
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to  
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and  
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at  
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating  
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,  
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the  
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An  
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for  
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as  
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these  
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon  
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except  
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**  
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**  
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed  
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections  
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.  
457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up  
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465  **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to  
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating  
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the  
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written  
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will  
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_  
475 \_\_\_\_\_

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be**  
478 **null and void.**

479  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

481 \_\_\_\_\_ on June 19, 2017

482 Buyer Entity Name (if any): CITY OF SHEBOYGAN

483 (X)  6-19-17  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲

485 (X)  6-19-17  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲

487  **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 \_\_\_\_\_ Broker (By)

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**  
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**  
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): \_\_\_\_\_

493 (X) \_\_\_\_\_  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► James A. Bloomer Date ▲

495 (X) \_\_\_\_\_  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

II

Other Matters

8.1

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

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

*Law & Lic.*

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

TRANSFER - PREMISES TO PREMISES

Lakeview Wine Bar transferring from 802 Blue Harbor Drive to 821 Broughton Drive.

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights Two	434 Pennsylvania Ave. - Permanent change of address to include from West entrance to property line on the West and South of property building of said concrete.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's	1502 S. 12 <sup>th</sup> St. - Two day event October 6 & 7, 2017 to include 12 <sup>th</sup> street - Clara Ave. to the end of building.
2967	Big Daddy's	2123 N. 15 <sup>th</sup> St. - One day event to be held July 22, 2017 to include parking lot on South and East side of building.
3150	Craft 30	1015 S. 10 <sup>th</sup> St. - Five day event to be held August 3 <sup>rd</sup> thru August 7 <sup>th</sup> 2017 to include the grass area South of the sidewalk café patio extending to alleyway.
2805	Blue Harbor Resort	725 Blue Harbor Dr. - One day event to be held September 23, 2017 to include the lawn outside Northeast end of conference center. (Formerly Latitude).

3186 Suscha's Bar

1054 Pennsylvania Ave. - One day event to be held August 19, 2017 and Two day event to be held September 2 & 3, 2017 to include entire parking lot area North & East of building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2717	Bar Code	1133 Michigan Ave.
3218	Lakeview Wine Bar	821 Broughton Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3261	Two Amigos Restaurant	1119 Michigan Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1737	Batt, Devlin M.	1225 Trimberger Ct.
1734	Bricco, Kaila L.	5104 Hidden Creek Dr.
1735	Collette, Alex Q.	2339 Skyline Dr. #2D
1731	Cudahy, Felicia C.	1215 Center Ave., Oostburg
0140	David, Richard J.	1525 N. 35 <sup>th</sup> St.
1724	Gonzalez, Kiana M.	1551 S. 11 <sup>th</sup> St.
1736	Heronymus, Adam M.	4332 Sommer Drive
8951	Kraemer, Lois C.	1612A Martin Ave.
1740	Kuether, Keith K.	3711 Bonnie Ct.
1727	Lamb, Joell A.	1915 N. 11 <sup>th</sup> St.
1725	Leber, Joshua A.	2424 Silver Leaf Ln.
1808	Markham, Kevin P.	W1707 CTY RD J
5705	Meyer, Erik N.	1212 S. 16 <sup>th</sup> St., Manitowoc
1728	Monkan, Jake E.	1618 Alabama Ave.
1732	Najacht, Ethan D.	1632 Eisner Ave.
1722	Ordonez, Allyssa M.	1412 Union Ave.
1747	Orellana, Cristian N.	1130 N. 26 <sup>th</sup> St.
1723	Phillips, George M.	526 St Clair Ave.
9632	Phippen, Robert D.	1521 S. 9 <sup>th</sup> St.
7238	Schaal, Kelli J.	1607 Maryland Ave.
1739	Schumacher, Shane J.	47 Pennsylvania Ave., Chilton
1744	Schweigl, Paul N.	619 Bluff Ave.
1738	Shakya, Siddhartha	916 Mulberry Lane, Kohler
1729	Stapel, Matthew W.	2632 Georgia Ave. #19
9014	Tagel, Jason A.	1435 Camelot Blvd.
0080	Vanakkeren, Terry E.	1612 N. 7 <sup>th</sup> St.
1721	Wittrien, Alfred N.	2722 N. 10 <sup>th</sup> St. Apt. 107
0652	Zittel, Nathan R.	428 Washington St., Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
7767	Albrecht, Chris S.	16223 W. Washington Rd., Cleveland
5748	Ballestero, Corey E.	2513 S. 8 <sup>th</sup> St. #2
5631	Banko, Tiffany M.	2250 Calumet Dr.
6839	Berlin, Jamie S.	3802 S. 10 <sup>th</sup> St.
9241	Bilski, John L.	310 Calumet Rd., Valders
1483	Blakes, Diashanae J.	2137 Bollman Dr. #3B
9442	Bockin, Mary R.	3111 East Mark Dr.
0878	Bradford, Danielle C.	431 Michigan Ave.
6330	Brunner, Candice R.	1020 N. 11 <sup>th</sup> St.
7035	Bub, Geoff W.	1509A S. 12 <sup>th</sup> St.
0937	Chapman, Brianna M.	1508 Erie Ave.
5463	Clark, Deborah L.	2626 Georgia Ave.
0907	Couch, Tracy J.	3255 Main Ave. #4
0295	Crook, Joshua J.	924 Mead Ave.
0285	Czarneski, Franklyn J.	1622 N. 7 <sup>th</sup> St.
9532	Ditter, Lisa K.	2521 Leon Ct.
9213	Diven, Tiffany M.	2112 S. 11 <sup>th</sup> St.
0205	Ebenreiter, Diane M.	4902 N. 18 <sup>th</sup> St.
0143	Gottsacker, Robert D.	2328 N. 9 <sup>th</sup> St.
6149	Greger, Kimberly A.	2226 S. 14 <sup>th</sup> St.
6116	Gritzmacher, Kylene A.	2103A S. 7 <sup>th</sup> St.
5546	Gross, Travis J.	2728 Highland Terrace
0178	Harvey, Derek J.	1038 Wilson Ave.
0307	Hass, Erikka	919 Huron Ave.
0271	Haupt, Brandon J.	1813 Pleasant St., Manitowoc
0171	Horness, Megan A.	5031 Baronwood PKWY.
0791	Hyland, Benjamin J.	3709 N. 13 <sup>th</sup> St.
9390	Janey, Heather J.	1445 S. 9 <sup>th</sup> St.
1575	Jones Jr., Floyd D.	1310 Badger Rd., Howards Grove
1656	Kober, Susan K.	1012 N. 27 <sup>th</sup> St. Apt. 101S
6340	Kruse, Richard J. (Club)	5334 Hidden Creek Dr.
0834	Lamb, Kristine J.	3032 S. 19 <sup>th</sup> St.
9234	Lawrence, Mark C.	1718 Settlement Trl.
8115	Leonard-Froh Sheryl M.	1605 Blocki Ct.
0602	Magray, Leviathan C.	1517 N. 4 <sup>th</sup> St.
8543	Mikalowsky, Tonya L.	1226 S. 13 <sup>th</sup> St.
5836	Oostdyke, Rebecca M.	2332 Carmen Ave. #6K
0105	Pacyga, Laura A.	1518 N. 10 <sup>th</sup> St.
6278	Pantel, Melinda M.	1906A S. 12 <sup>th</sup> St.
0939	Perl, Michael J.	2225 Cleveland Ave.
0997	Pierce, Lyle H.	716 Bluff Ave.
7070	Potter, Jennifer A.	2625 S. 8 <sup>th</sup> St.
5750	Pups, James R.	1433 N. 38 <sup>th</sup> St.
2038	Richter, Joseph M.	1822 N. 1 <sup>st</sup> St.
9270	Saeger, Christina A.	112 Red Tail Dr., Sheb. Falls

9422 Scharenbrock, Susan K.	1405 N. 13 <sup>th</sup> St.
0995 Schloss, Matthew M.	713 Michigan Ave.
1925 Schmidt, Rebecca L.	1211 Washington Ave.
1409 Schmitz, Joel P.	4001 N. 51 <sup>st</sup> St.
2680 Schubert, Robin L.	2037 Wiemann Ave.
9194 Schulz, Buck N.	N9131 Franklin Rd., Elkart Lake
8389 Schultz, Cynthia A.	507 Pine St., Sheb. Falls
4461 Segalle, Jason	2015 Folger Ct.
1423 Staggs, Danielle N.	730 Georgia Ave.
2735 Stoelb, Lori A.	907 Z Court
0906 Strysick, Breanna M.	1526 Maryland Ave.
0098 Tagel, Jody M.	1435 Camelot Blvd.
0511 Tenhaken, Alan J.	1223 S. 21 <sup>st</sup> St.
0750 Toebe, Charlotte R.	2601 N. 11 <sup>th</sup> St.
1146 Trepanier, Teresa M.	1619 N. 5 <sup>th</sup> St.
5998 Weber, Barbara F.	2227 Carmen Ave.
0847 Williams-Harris Crystal A.	1012 Bell Ave.
7580 Willis, Rita A.	126 Lake Ct.
0896 Wilsing, Brittny E.	4319 Morningview CT J107
7402 Wriedt, Jeffrey S.	2006 N. 18 <sup>th</sup> St.
1270 Yurk, Janet B.	1606 Carmen Ave.
2357 Ziegler, Thomas M.	1312 Kentucky Ave.

II

R. O. No. \_\_\_\_\_ - 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

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.

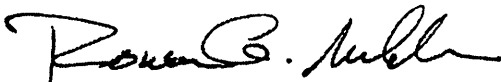
#### Summary

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

**VI**

6.5

R. C. No. 60 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. O. No. 19-17-18 by the Director of Human Resources and Labor Relations and the Fire Chief submitting a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study; recommends that the documents be referred to the Committee of the Whole.

C.O.W.

James A. Bohan  
[Signature]

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

Committee

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

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

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

III

4.1

R. O. No. 19 - 17 - 18. By DIRECTOR OF HUMAN RESOURCE AND LABOR  
RELATIONS AND FIRE CHIEF. May 15, 2017.

Pursuant to Res. No. 227-16-17, we herewith submit a report on the  
audit and review of the Fire Department's job descriptions, the  
identification of any over-lapping duties and responsibilities and any  
recommendations resulting from the study.

*Finance & Personnel*  
*C.O.W.*

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# SHEBOYGAN FIRE DEPARTMENT JOB DESCRIPTION STUDY



MAY 2017



As Presented on May 15, 2017 by  
Mike Romas, Sheboygan Fire Chief and Sandy Rohrick, Director of Human Resources  
and Labor Relations

**Background Information About The Study**

In accordance with Substitutes of Resolution Number 227-16-17 dated April 5, 2017:

A RESOLUTION directing Fire Chief Michael Romas to work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with a report due in six weeks.

WHEREAS, it is the sense of the council that there are certain morale issues among firefighters; and

WHEREAS, some of those morale issues seem to be related to concerns regarding staffing, including the perceived need to union personnel to regularly fill in and perform the work of battalion chiefs.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief Michael Romas work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with report due in six weeks.

The resolution based on a perceived morale issues relating to staffing, including the perceived need for union personnel to regularly fill in and perform the work of battalion chiefs, Alderpersons Holzschuh, Heidemann and Thiel requested Fire Department Chief Romas and Director of Human Resources and Labor Relations Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected.

## Sheboygan Fire Stations



**Station 1:**  
833 New York Avenue  
Engine 1/Med 1



**Station 2:**  
2413 South 18<sup>th</sup> Street  
Rescue 2/Med 2  
Trench Rescue Trailer



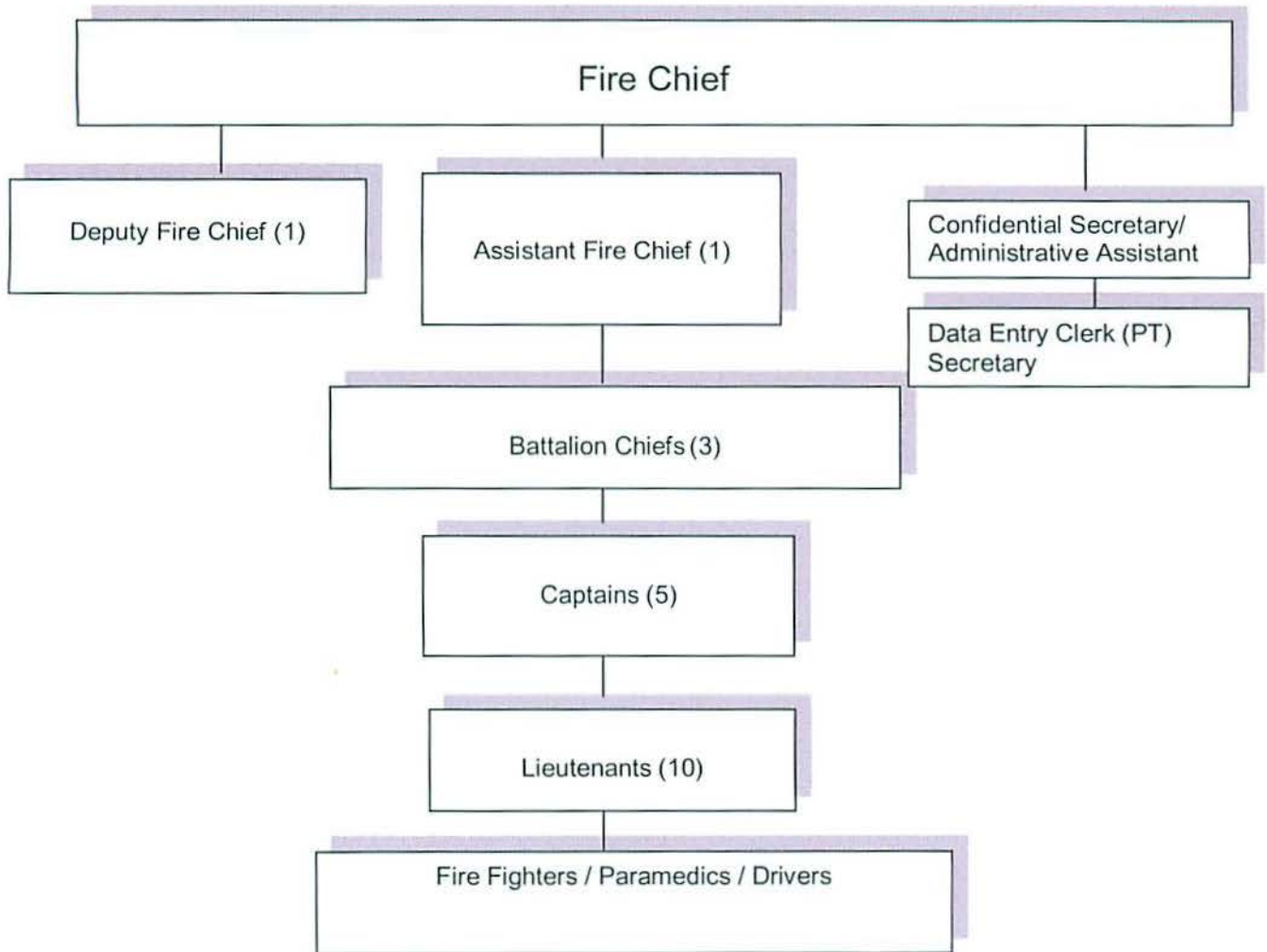
**Station 3: Department Headquarters**  
1326 North 25<sup>th</sup> Street  
Engine 3 / Med 3 / Battalion Chief Car  
Med 6 (Reserve Ambulance)



**Station 4:**  
2622 North 15<sup>th</sup> Street  
Ladder 4  
Engine 6 (Reserve Engine)



**Station 5:**  
4504 South 18<sup>th</sup> Street  
Ladder 5  
Engine 7 (Reserve Engine)



Sheboygan Fire Department																											
Jan 2017							Feb 2017							Mar 2017							Apr 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4				1	2	3	4										1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
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May 2017							Jun 2017							Jul 2017							Aug 2017						
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7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
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Sep 2017							Oct 2017							Nov 2017							Dec 2017						
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10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	24	25	26	27	28	29	30		
																				31							

Department operates 24 hours/day, 7 days per week

- Employees assigned to a battalion are scheduled every 3<sup>rd</sup> day
- Battalion Chiefs ("BC") are assigned to one of three battalions, working a "hybrid shift", which means they follow their shift when the shift falls between Monday – Friday, plus work an additional 12 hours during normal business hours" during the week.

# **Section 1: Job Description Review**

## **1.1 Background**

Chief Romas started in 2014. One of the first items completed in his new role was to complete a review of all job descriptions. The purpose was to both familiarize himself with the responsibilities of each position and to audit and review the duties of each position. Battalion Chiefs (Shift Commanders at the time) and Captains were involved with the process.

In June, 2016, this process was completed a second time and was more in-depth, specifically focusing on the positions of Captains and Battalion Chiefs. The result of the review was to recommend a change to the Table of Organization ("TO"), adding one additional Battalion Chief position to the department effective July 1, 2017. This new position will oversee fire investigations, building inspections (to include new construction), as well as monitoring and updated, as appropriate, departmental Standard Operating Procedures ("SOGs"). This position will be placed on a 40-hour work week as the primary focus involves local businesses and/or developers who primarily operate Monday – Friday.

In accordance with Subs. Of Res. No. 227-16-17, a third review took place between April 3, 2017 and May 10, 2017.

## **1.2 Findings**

All current Sheboygan Fire Department ("SFD") job descriptions, including Captain and Battalion Chief, are accurate and contain all appropriate job duties and responsibilities required. There are no overlapping duties, except that which occur when staff are first to arrive at the scene of a fire and must take command, or in the case of a Captain or Lieutenant when "acting up" in the absence of a Battalion Chief. When this occurs, additional compensation is awarded per contract.

While Battalion Chiefs have many administrative responsibilities, these duties cannot be effectively or efficiently passed to Captains. There is no question that these administrative duties are overloading the current Battalion Chiefs, a consequence realized as a result of reducing four of the ten command staff positions.

## **1.3 Recommendations**

No recommended changes are identified with the job descriptions. The recommendations identified on November 23, 2016, in the "**2020 Fire Plan**" by Chief Romas remain the same. This plan outlined the need for the return of Fire Department staff (adding a fifth Battalion Chief in 2018) responsible for maintenance of buildings, apparatus and equipment and allowing for staffing each shift with a 24-hour Battalion Chief, and three addition Fire Fighter/Paramedics to more appropriately staff the stations.

**CITY OF SHEBOYGAN**

**REQUEST FOR COMMON COUNCIL CONSIDERATION**

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**ITEM DESCRIPTION:** Fire Department Audit Report

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**REPORT PREPARED BY:** Director of Human Resources and Labor Relations, Sandy Rohrick and Fire Department Chief Mike Romas

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**REPORT DATE:** May 10, 2017

**MEETING DATE:** May 15, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

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**BACKGROUND / ANALYSIS:**

In April, 2017, City Council requested the Fire Chief and Director of Human Resources and Labor Relations to review job descriptions and identify any deficiencies or over-lapping duties and make recommendations. The purpose of this report and presentation is to inform Common Council of the results of the study as requested in Res. No. 227-16-17.

**STAFF COMMENTS:**

Director of Human Resources and Labor Relations Sandy Rohrick and Fire Chief Romas met to discuss the time table, review process and objectives of the study. It was decided that Human Resources Director Rohrick would take the lead on the study because she is an outside third party who could approach the process with an unbiased and open-minded point-of-view. Rohrick is not a member of the department and is not trained in the Fire Service profession. However, she has tremendous private business acumen, a Master's Degree in Management and Organizational Behavior, and has personally worked a 24/7 shift operation, so she offers a unique insight to the study.

Over twenty members of the Fire Department were interviewed by Director Rohrick, including several Fire Fighters, all Captains and all members of the Command Staff about their job descriptions, duties and responsibilities, as well as that of their subordinates and supervisors. The interview process revealed several interesting observations regarding the department's more recent history and transitions, as well as an opportunity for employees of all levels to share their opinions and perceptions.

**ACTION REQUESTED:**

Members of the Common Council are asked to review the completed study.

**ATTACHMENTS:**

- I. Sheboygan Fire Department Administrative Study

III

5.8

Res. No. 30 - 17 - 18. By Alderperson Belanger. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for professional services related to performance of an Operational and Departmental Structure study for the Sheboygan Fire Department.

WHEREAS: With the passage of Res. No. 72-16-17, the Common Council directed that the purchasing agent prepare and issue a request for proposals for performance of an operational and departmental structure study of the Sheboygan Fire Department and;

WHEREAS: Six proposals from firms having the necessary qualifications were received and reviewed by a team consisting of the Fire Chief, Assistant Fire Chief, Deputy Fire Chief, several Battalion Chiefs, the City Administrator and the Purchasing Agent and;

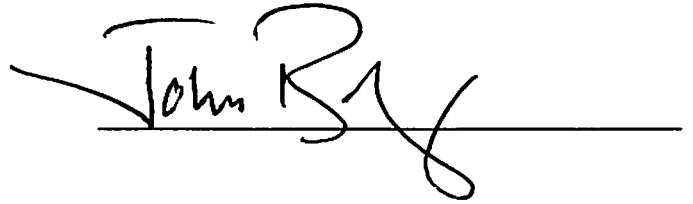
WHEREAS: In addition, the Request for Proposals was structured in such a way as to account for the items suggested by the Fire Chief as 'Phase I' and the additional items in the detailed in the resolution as "Phase II", should the Council decide to split the project due to fiscal or other constraints.

WHEREAS: The Fire Chief has also gone on record with a plan to seek additional accreditation for the Sheboygan Fire Department and has indicated that a number of tasks identified in this project are also required components of an endeavor to seek accreditation.

Cow

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with the firm recommended by the Public Protection and Safety Committee for a Phase I (and Phase II) Operational and Departmental Structure Study.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on an account which has not yet been identified 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