

*****ATTACHMENTS*****

I

Hearing No. - 17 - 18. June 5, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class UI Urban Industrial to Class NR-6 Neighborhood Residential Classification for property located at 2010 S. 19th St. (Parcels #413870 and #413880) more particularly described as:

Property at 2010 S. 19th St. (Parcels #413870 and #413880):

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 20, BLOCK 2 OF GRAFF'S SUBDIVISION, SAID CORNER BEING A POINT ON THE SOUTH R/W LINE OF ARIZONA AVE. THENCE N 88°24'57" E ALONG SAID SOUTH R/W LINE 10'± TO THE WEST R/W OF S. 19TH ST, THENCE S 01°39'47"E ALONG SAID WEST R/W LINE 119.85' TO THE POINT OF BEGINNING, THENCE CONTINUING S 01°39'47" E ALONG SAID WEST R/W LINE 170.74' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF UNION AVE, THENCE S 88°34'07" W ALONG SAID NORTH R/W LINE 170.60' TO THE EAST R/W LINE OF THE UNION PACIFIC RR, THENCE N 01°39'47" W ALONG SAID EAST R/W LINE 5.75', THENCE N 14°10'45" E ALONG SAID EAST R/W LINE 150.92', THENCE N 17°04'42" E ALONG SAID EAST R/W LINE 21.07', THENCE N 88°43'34" E 122.63' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 25,281 SQ FT OR 0.58 ACRES.

All interested persons will now be heard.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., June 5, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UI Urban Industrial to Class NR-6 Neighborhood Residential:

Property located at 2010 S. 19th St. (Parcels #413870 and #413880) more particularly described as:

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

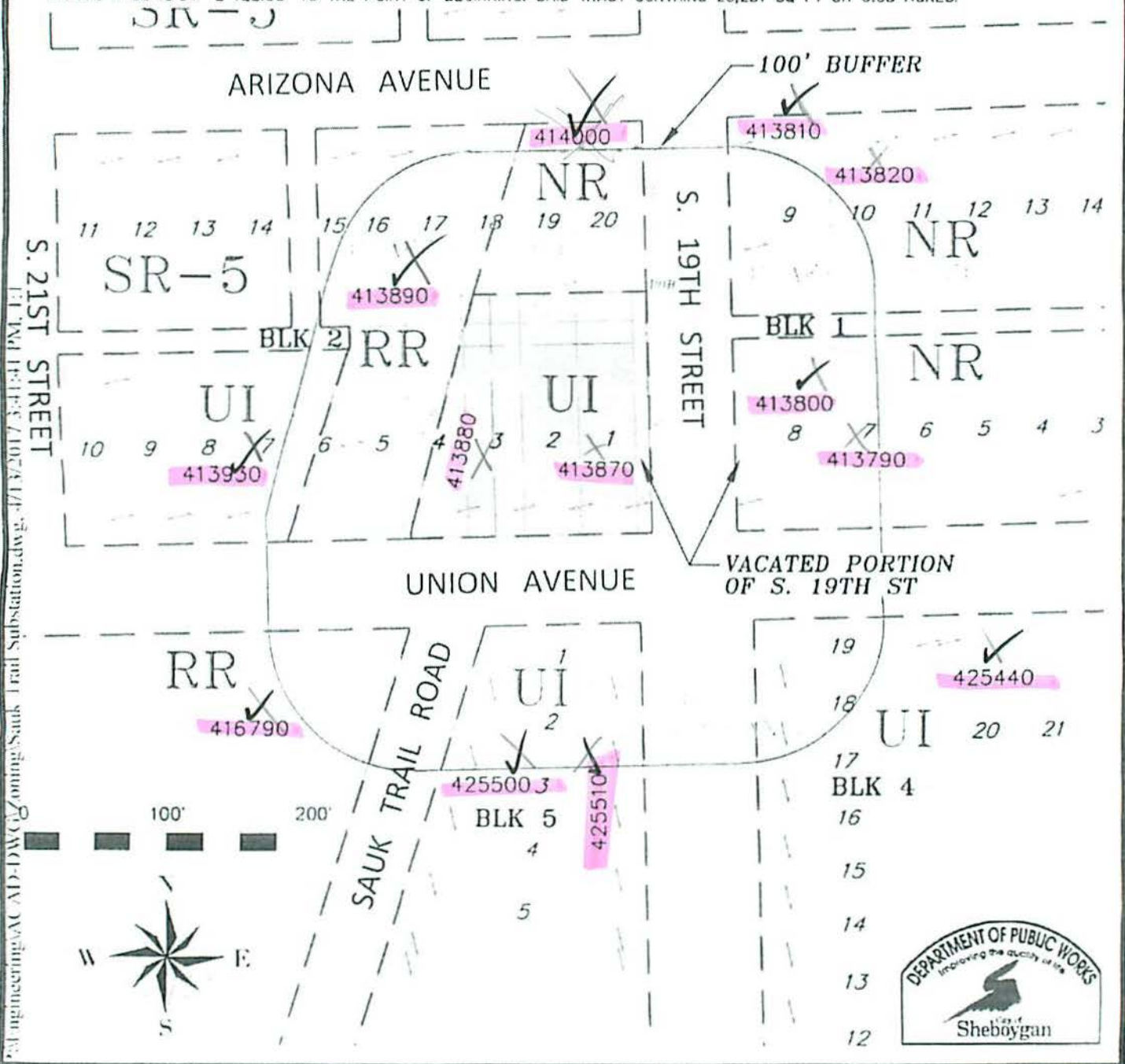
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SUSAN RICHARDS
City Clerk

PROPOSED ZONING CHANGE FROM UI TO NR SECTION 27, T. 15 N., R. 23 E.

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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C:\Engineering\CAD-DWG\Zoning\Sauk Trail Substation.dwg, Plot Date: 1/02/11, 11:47 AM

May 26, 2017

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., June 5, 2017, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of property located at 2010 S. 19th St. from UI Urban Industrial to Class NR-6 Neighborhood Residential:

Property located at 2010 S. 19th St. (Parcels #413870 and #413880):

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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If you have questions, please direct your inquiries to
the **DEPARTMENT OF CITY DEVELOPMENT AT**
459-3377.

Yours very truly,

SUSAN RICHARDS
City Clerk

WIS POWER & LIGHT CO
222 W WASHINGTON AVE

MADISON WI 53703-2719

KUPSCH, ALAN J.
& SCHEIBL, CONNIE
1833 ARIZONA AVE

SHEBOYGAN WI 53081-5646

SMITH, MARIA A.

1829 ARIZONA AVE

SHEBOYGAN WI 53081-5646

UNION PACIFIC RR COMPANY
PROPERTY TAX
1400 DOUGLAS ST

OMAHA NE 68179-1001

QUASIU TRUST
QUASIU, CAROL M
826 TAYLOR PKWY
APT 301

SHEBOYGAN WI 53081-4779

WIS POWER & LIGHT CO
ATTN: REAL ESTATE DEPT.
4902 N BILTMORE LN

MADISON WI 53718-2148

WIS POWER & LIGHT CO
ATTN: REAL ESTATE DEPT.
4902 N BILTMORE LN

MADISON WI 53718-2148

RINCON, JOSE VICENTE

2405 N. 38TH ST.

SHEBOYGAN WI 53083-3522

FERNANDEZ, JUAN A.
& FELICITAS M.
1832 UNION AVE

SHEBOYGAN WI 53081-5665

UNION PACIFIC RR COMPANY
PROPERTY TAX
1400 DOUGLAS ST
STOP 1640
OMAHA NE 68179-1001

KKKATH LLC

4507 S. 18TH ST.

SHEBOYGAN WI 53081-7757

TOSTON, JOLENE L.

1903 UNION AVE

SHEBOYGAN WI 53081-5666

LANDMARK HTT SHEBOYGAN LLC

1828 OAKLAND AVE

SHEBOYGAN WI 53081-5659

A

7.1

Gen. Ord. No. 1 - 17 - 18. By Alderpersons Bitters and Nelson.
May 1, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2010 S. 19th Street from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870).

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS: (413880)

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870):

Property located at 2010 S. 19th St. described as:

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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Handwritten signature



413880

413870

414000

S MILLER COVE

CITY OF SHEBOYGAN

REQUEST FOR PLANNING COMMISSION CONSIDERATION

ITEM DESCRIPTION: R.O. 12-17-18 and G.O. 1-17-18 by Ald. Bitters and Nelson amending the City's Zoning Map to change the Use District Classification of property located at 2010 S. 19th St. from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870).

REPORT PREPARED BY: Steve Sokolowski, Manager of Planning and Zoning

REPORT DATE: May 5, 2017

MEETING DATE: May 9, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Wisconsin Power and Light (WP&L) is proposing to rezone Parcel No. 413870 from Urban Industrial (UI) to Neighborhood Residential (NR-6). The applicant states the following:

- WP&L plans to rebuild the substation at 2010 S. 19th Street. Presently, the substation is located entirely on Parcel 414000 located at 2010 S. 19th Street. The reconstruction of the substation is proposed to be located on all three (3) parcels that WP&L owns in this area. In order to reconstruct the substation as proposed, WP&L will need to combine the three (3) parcels into one (1) new parcel.
- The existing substation parcel is zoned Neighborhood Residential (NR-6) while the two (2) vacant, undeveloped parcels are zoned Urban Industrial (UI). The City will not combine parcels that are zoned differently – will not create split zoned parcels.
- Therefore, the applicant is proposing to rezone the vacant, undeveloped UI parcels to NR-6. The proposed rezoning to NR-6 will permit WP&L the ability to combine all of three (3) parcels into one (1) new parcel.
- Once the parcel is created, WP&L can submit a conditional use permit to rebuild the substation because a Public Service Utility is a permitted conditional use in the NR-6 zone.

STAFF COMMENTS:

The surrounding neighborhood zoning is:

- The properties to the north are zoned Neighborhood Residential (NR-6) and Suburban Residential (SR-5).
- The properties to the south are zoned Urban Industrial (UI).
- The properties to the east are zoned Neighborhood Residential (NR-6).
- The properties to the west are zoned Urban Industrial (UI) and Suburban Residential (SR-5).

It is important for the Plan Commission to understand that if the property zoning designation is changed from UI to NR, an applicant could submit an application to use the property for any use that is permitted and/or conditionally permitted in the NR zone.

If the Common Council approves the rezone, the applicant needs to be aware that a conditional use will need to be submitted to and reviewed by the City of Sheboygan Plan Commission prior to reconstructing and operating an electrical substation from this site.

ACTION REQUESTED:

Motion to recommend the Common Council approve the proposed rezone to the City of Sheboygan Zoning Map from Urban Industrial (UI) to Neighborhood Residential (NR-6) for Parcel No. 413870.

ATTACHMENTS:

Rezone Application and required attachments.

II

4.2

R. O. No. 13 - 17 - 18. By CITY CLERK. May 1, 2017.

Submitting an application from Alliant Energy for a change in the zoning classification of property located at 2010 S. 19th Street from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870).

[Handwritten signature]

City Clerk



APR 27 '17 10:19:42

Alliant Energy
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

1-800-ALLIANT (800-255-4268)
alliantenergy.com

April 27, 2017

City of Sheboygan
Office of the City Clerk
828 Center Avenue
Sheboygan, WI 53081

RE: Application for Amendment of Official Zoning Map, Parcel 413870

Dear City Clerk, Plan Commission members and City Council members:

Please find attached a completed Application for Amendment of Official Zoning Map, along with a map of the property proposed to be rezoned

Alliant Energy/Wisconsin Power and Light Company (WP&L) owns three parcels of land that comprise its Sauk Trail electrical substation property at 2010 S 19th Street, which is bordered on the west side by the Union Pacific rail corridor, on the north by an undeveloped section of Arizona Avenue and on the south by Union Avenue. The substation mostly occupies the northerly parcel, no. 414000, which is zoned NR-6 – Neighborhood Residential, but also occupies the northerly portion of parcel no. 413870, which is zoned UI – Urban Industrial. Parcel no. 413880 does not contain any portion of the substation and is zoned UI – Urban Industrial.

WP&L wants to rebuild the electrical substation due to the age of the existing facilities, which will provide for safe and reliable electrical power for the area the substation serves. To accomplish this, two of the three parcels need to be rezoned and then all three parcels need to be combined by certified survey map before the conditional use and architectural review applications can be submitted.

The proposed zoning map amendment furthers the purposes of the Zoning Ordinance by rezoning two parcels, which are zoned UI, to the same zoning classification as the third parcel, NR-6. The three parcels that comprise the substation property presently have a Neighborhood Preservation comprehensive plan designation, and the NR-6 zoning classification is consistent with that and will allow for a rebuild of the substation.

The proposed amendment will enable the three parcels to have a consistent zoning classification, which will allow for the existing use of the property to be maintained.

I appreciate the Plan Commission's and City Council's consideration of the proposed amendment of the official zoning map.

Sincerely,

A handwritten signature in cursive script that reads 'Brian Cooke'.

Brian Cooke
Sr Real Estate Representative



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

Submitting various license applications.

City Clerk

AMUSEMENT (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3121	Dumper Dan's	676 S. Pier Dr.
3208	Scott's Vending	4603 Laurie Ln., Two Rivers

COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3047	Advanced Disposal Services	1205 Illinois Ave.
2367	Sadoff Iron & Metal Co.	3313 N. 21 st St.

MOBILE HOME PARK LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 th St.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3258	Ellwood May Environmental	3615 Mueller Rd. - One-day event to be held 06/21/2017 to include Ecology Center.
1168	Immaculate Conception	1305 Humboldt Ave. - One-day event to be held 08/13/2017 to include gymnasium and school/parish grounds.
1381	St. Peter Claver	1439 S. 12 th St. - Three-day event to be held 09/08/2017 to 09/10/2017 to include gathering space, Van Treek Hall, parish grounds.
2547	Friends Of the Senior Center	428 Wisconsin Ave. - One-day event to be held 06/15/2017 to include the Senior Center Building.

L+L

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
0439	Michael A Van De Kreeke	2103 Waverly Ct.

Theater License (June 30, 2018)

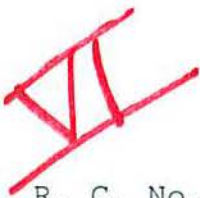
<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Dr.

Ambulance License (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1245	Orange Cross Ambulance Serv.	1919 Ashland Ave.

POOL TABLE LICENSE (June 30, 2018)

1476	1907 Club	2908 N. 21 st St.
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R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. June 5, 2017.

Your Committee to whom was referred R. O. No. 23-17-18 by the City Clerk submitting a claim from Bradford L. Cox for alleged damages to his parked car when a garbage truck hit it on Kentucky Ave.; recommends the document be accepted and filed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.4

R. O. No. 23 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a claim from Bradford L. Cox for alleged damages to his parked car when a garbage truck hit it on Kentucky Ave.

*Finance / Personnel
ac to file*

City Clerk

DATE RECEIVED 5-9-17

RECEIVED BY MD
CLAIM NO. 02-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 9 '17 AM 11:25

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: Bradford L. Cox
2. Home address of Claimant: 1719 Kentucky Ave. Sheboygan, WI 53081
3. Home phone number: 920-917-7092
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4/27/17, 7:59 A.M.
6. Where did damage or injury occur? (give full description) Rear Driver Side rear corner/bumper

7. How did damage or injury occur? (give full description) City Garbage Truck was at the dead end of 1700 Kentucky Ave and attempted to make a U-Turn head^d east on Kentucky Ave. Felt he had enough room ^{to avoid claimants car} but ended hitting the rear Driver Side rear corner ^{er/bumper} of claimants parked car. Parked on south side of Kentucky Ave.

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: Maurice A. Vreeke (Truck Driver)
 - (b) Claimant's statement of the basis of such liability: Driver Hit Claimants Parked Car

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

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>1,030.10</u>
Property:	\$	<u>N/A</u>
Personal injury:	\$	<u>N/A</u>
Other: (Specify below)	\$	<u>N/A</u>
TOTAL		\$ <u>1,030.10</u>

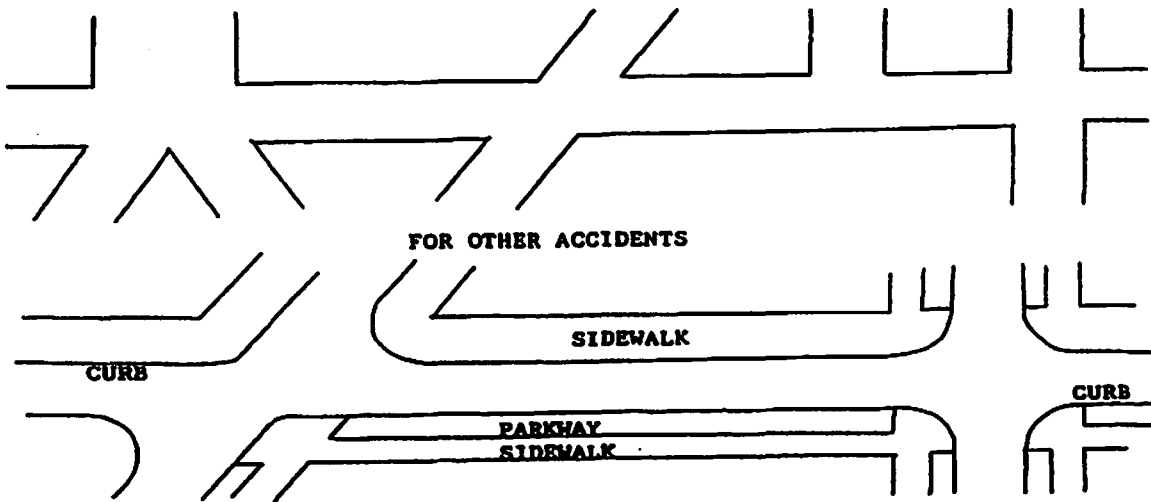
Damaged vehicle (if applicable)

Make: Honda Model: Accord Year: 2005 Mileage: 139,508

Names and addresses of witnesses, doctors and hospitals: James J. Gilliam
2520 S 17th St. Sheboygan, WI 53081 (Occupant of
Garbage Truck)

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

5/8/17

DATE RECEIVED 5-9-17

RECEIVED BY MD
CLAIM NO. 02-17

CLAIM

Claimant's Name:	<u>Bradford L. Cox</u>	Auto	\$ <u>1,030.10</u>
Claimant's Address:	<u>1719 Kentucky Ave.</u>	Property	\$ <u>N/A</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>N/A</u>
Claimant's Phone No.	<u>920-917-7092</u>	Other (Specify below)	\$ <u>N/A</u>
		TOTAL	\$ <u>1,030.10</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,030.10.

SIGNED Brad Cox DATE: 5/8/17

ADDRESS: 1719 Kentucky Ave.
Sheboygan, WI 53081

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

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

*** PRELIMINARY ESTIMATE ***

05/04/2017 09:57 AM

Owner

Owner: Brad Cox
Address: 1719 Kentucky Ave
City State Zip: Sheboygan, WI 53081
Email: bradc8707@yahoo.com
Home/Day: (920)917-7092
Cell: (920)917-7092
FAX:

Inspection

Inspection Date: 05/04/2017 06:54 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Rear Corner
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:
Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 4*

Remarks

*** Original Estimate ***

Vehicle

2005 Honda Accord EX 2 DR Coupe
4cyl Gasoline 2.4 VTEC
5 Speed Automatic

Lic. Plate: 898-TCC
Lic Expire:
Prod Date: 11/2004
Veh Insp# :
Condition:
Ext. Color: NIGHTHAWK BLACK PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: B92P,B92P-4
Lic State: WI
VIN: 1HGCM72655A009078
Mileage: 139,639
Mileage Type: Actual
Code: H1273C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM In-dash CD Changer

Air Conditioning

Alarm System

Aluminum/Alloy Wheels	Anti-Lock Brakes	Bucket Seats
Center Console	Cruise Control	Dual Airbags
Head Airbags	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Moonroof
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Side Airbags	Strg Wheel Radio Control
Tachometer	Telescopic Steering Whl	Tilt Steering Wheel
Tinted Glass	Velour/Cloth Seats	

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Quarter And Rocker Panel								
1	L	135	# Panel,Bodyside Otr Up LT	Refinish 0.6 Two-stage setup 0.3 Two-stage			0.9*	RF
			# = 10, 13 >>> Clear Only					
2	I	389	Panel,Quarter LT	Repair			1.0*	SM
3	L	389	Panel,Quarter LT	Refinish 3.0 Surface 0.6 Two-stage			3.6	RF
4	RI	397	Door,Fuel Filler LT	R & I Assembly			0.3	SM
5	SB	317	Sealant Kit,Qtr Glass LT >>>R&I Glass & Seal Kit	Sublet Repair	\$87.50*			SM
Rear Bumper								
6	N	552	Rear Bumper Overhaul	Additional Labor			0.7	SM
7	I	566	Cover,Rear Bumper	Repair			4.0*	SM
8	L	566	Cover,Rear Bumper	Refinish 2.7 Surface 0.5 Two-stage 0.5 Feather, Prime & Block			3.7	RF
Rear Body, Lamps And Floor Pan								
9	EU	533	Lens,Taillamp LT >>>Morrison's	Replace Recycled	\$55.00*	+25.00	1.5	SM
Manual Entries								
10	EC		Cover car exterior	Replace Economy	\$5.00*		0.2*	SM
11	EC		Flex Additive	Replace Economy	\$6.50*			RF
12	N		De-Nib and polish	Additional Labor				SM*
			12 Items					

MC	Message
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$66.50	
Paint & Materials	7.7 Hours @ \$38.00	\$292.60	
Feather Prime & Block Materials	0.5 Hours @ \$38.00	\$19.00	
Line Item Markup		\$13.75	
Parts & Material Total			\$391.85
Tax on Parts & Material	@ 5.500%		\$21.55

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.0	5.7	7.7	\$446.60
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	8.2		8.2	\$475.60
Labor Total				15.9 Hours	\$922.20
Tax on Labor		@ 5.500%			\$50.72
Sublet Repairs					\$87.50
Tax on Sublet		@ 5.500%			\$4.81
Gross Total					\$1,478.63
Net Total					\$1,478.63

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 Rate Name Default

Audatex Estimating 8.0.134 ES 05/07/2017 07:08 AM REL 8.0.134 DT 04/01/2017 DB 05/01/2017
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**0.5 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.
 2.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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

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

Op Codes

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

P = Check

AA = Appearance Allowance

RP = Related Prior Damage



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ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

*** PRELIMINARY ESTIMATE ***

05/01/2017 11:26 AM

Owner

Owner: BRAD COX
Address:

Work/Day: (920)917-7092

Inspection

Inspection Date: 05/01/2017 11:27 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertuschinc.com

Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 4

Vehicle

2005 Honda Accord EX 2 DR Coupe
4cyl Gasoline 2.4 VTEC
5 Speed Automatic

Lic.Plate: 898-TCC
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1HGCM72655A009078
Mileage: 139,508
Mileage Type: Actual
Code: H1273C
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM In-dash CD Changer
Aluminum/Alloy Wheels
Center Console
Head Airbags
Lighted Entry System
Power Door Locks
Power Steering
Rem Trunk-L/Gate Release
Tachometer
Tinted Glass

Air Conditioning
Anti-Lock Brakes
Cruise Control
Intermittent Wipers
Overhead Console
Power Mirrors
Power Windows
Side Airbags
Telescopic Steering Whl
Velour/Cloth Seats

Alarm System
Bucket Seats
Dual Airbags
Keyless Entry System
Power Brakes
Power Moonroof
Rear Window Defroster
Strg Wheel Radio Control
Tilt Steering Wheel

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
------	----	-------	----	-------------	--------------	-------	------	----	-------	---

Quarter And Rocker Panel

1	I	389	Panel,Quarter LT	Repair		1.0*	SM
2	L	389	13 Panel,Quarter LT	Refinish		4.4	RF
				3.2 Surface			
				0.6 Two-stage setup			
				0.6 Two-stage			

>> INCLUDES PILLAR BLEND

Rear Bumper

3	N	566	Rear Bumper Cover R&I	Additional Labor		0.6	SM
4	I	566	Cover,Rear Bumper	Repair		2.5*	SM
5	L	566	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

Manual Entries

6	SB		HAZARD. WSTE. REM.	Sublet Repair	\$3.00*		SM
7	L		FLEX ADDITIVE	Refinish	\$6.00*		RF
7			Items				

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts			\$6.00
Paint & Materials	7.6 Hours @	\$38.00	\$288.80
Parts & Material Total			\$294.80
Tax on Parts & Material	@	5.500%	\$16.21

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00		4.1	4.1	\$237.80
Mech/Elec (ME)	\$78.00				
Frame (FR)	\$68.00				
Refinish (RF)	\$58.00	7.6		7.6	\$440.80
Labor Total				11.7 Hours	\$678.60
Tax on Labor		@	5.500%		\$37.32
Sublet Repairs					\$3.00
Tax on Sublet		@	5.500%		\$0.17
Gross Total					\$1,030.10
Net Total					\$1,030.10

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
 Rate Name Default

Audatex Estimating 8.0.134 ES 05/02/2017 08:55 AM REL 8.0.134 DT 04/01/2017 DB 05/01/2017
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1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

PK2011

POLICE # C17-08247
ACCIDENT #

<input type="checkbox"/> Reportable Accident	<input type="checkbox"/> On Emergency	<input type="checkbox"/> Amended	DOT Document Number G7L09FXHL1	Document Override Number
Agency Accident Number		Police Number C17-08247		
4 - Accident Date 04/27/2017	5 - Time of Accident (Military Time) 0759	6 - Total Units 2	7 - Total Injured 0	8 - Total Killed 0
2 - County SHEBOYGAN - 59	3 - Municipality SHEBOYGAN - 61, CITY		11 - Accident Location NON-INTERSECTION	
14 - On Hwy No.	14 - On Street Name KENTUCKY AVE	14 - Bus/Fmt/Rmp	15 - Est. Dist 271	F/M/I F
15 - Hwy. Dir WEST	16 - Fr/Al Hwy No.		16 - From/Al Street Name S 17TH ST	
16 - Business/Frontage/Flamp				
17 - Structure Type	17 - Structure Number	12 - Latitude 43.742119807299	13 - Longitude -87.72898786744	
80 - First Harmful Event PARKED MOTOR VEHICLE		93 - Manner of Collision SIDESWIPE. SAME DIRECTION		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type CONCRETE - 1	
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER				
117 - Relation To Roadway ON-ROADWAY				
114 - Light Condition DAYLIGHT		116 - Road Surface Condition WET		118 - Weather RAIN
<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Government Property	<input type="checkbox"/> Fire	<input type="checkbox"/> Photos Taken	<input type="checkbox"/> Trailer or Towed
<input type="checkbox"/> Truck, Bus, or Hazardous Materials	<input type="checkbox"/> Load Spillage	<input type="checkbox"/> Construction Zone	<input type="checkbox"/> Names Exchanged	
<input checked="" type="checkbox"/> Supplemental Reports	<input type="checkbox"/> Witness Statements	<input type="checkbox"/> Measurements Taken	79 - E M S Number	

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE		23 - Dir Of Travel EAST	24 - Speed Limit 25
36 - Operating as Classified B	37 - Endorsements		<input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number V6205418332704	30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name VREEKE		25 - First Name MAURICE	25 - Middle Initial ANDREW	25 - Suffix
32 - Date Of Birth 09/07/1983	33 - Sex M			
26 - Address Street & Number 444 FOREST BLVD			26 - PO Box	
27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number 920-547-0050
39 - Seat Position			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	<input type="checkbox"/> Medical Transport
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing MAKING-LEFT-TURN		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE				
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN

OPERATOR/PEDESTRIAN 01

PK2011

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-INSERT-TRUCK			22 - Total Occupants 2
	56 - License Plate Number 88070		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3BPZL50X1DF176541
	50 - Year 2013	51 - Make PTRB	52 - Model	53 - Body Style CB	54 - Color WHI	100 - Skldmarks to Impact (FI)
	94 - Vehicle Damage FRONT					
	95 - Extent Of Damage		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

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

Insurance

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

School Bus

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

Operator/Pedestrian

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

PK2011

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

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
	56 - License Plate Number 88TCC		57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HGCM72655A009078
	50 - Year 2005	51 - Make HOND	52 - Model ACCORD	53 - Body Style CP	54 - Color BLK	100 - Skidmarks to Impact (F)
	94 - Vehicle Damage REAR DRIVER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name COX		46 - First Name BRADFORD	46 - Middle Initial L	46 - Suffix	Date Of Birth 12/23/1987
	46 - Company Name					
	47 - Address Street & Number 1719 KENTUCKY AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-917-7092	

Insurance

INS 02	63 - Liability Insurance Company AMERICAN FAMILY			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name COX		61 - Policy Holder First Name BRADFORD			
	61 - Policy Holder Company					

School Bus

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

Occupant

OCCUPANT 01	<input type="checkbox"/> Address Same As Operator			
	65 - Unit No 1	66 - Occupant Last Name GILLIAM	66 - First Name JAMES	66 - Middle Initial J
	68 - Address Street & Number 2520 S 17TH ST		68 - PO Box	
	68 - City SHEBOYGAN		68 - State WI	68 - Zip Code 53081
	67 - Date of Birth 01/18/1985		69 - Sex M	
	71 - Seat Position		72 - Safety Equipment NONE-USED-DRIVER-OCCUPANT	
	70 - Injury Severity N - NO APPARENT INJURY	73 - Airbag NON-DEPLOYED	75 - Ejected NOT-EJECTED	77 <input type="checkbox"/> Medical Transport
	76 - Trapped/Extricated NOT-TRAPPED	78 - Agency Space		

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT 1, A GARBAGE TRUCK, WAS AT THE DEAD END 1700 KENTUCKY AVE, AND ATTEMPTED TO MAKE THE TIGHT U TURN, AND DRIVER FELT HE HAD ROOM, BUT MADE CONTACT WITH THE REAR DRIVER SIDE REAR CORNER. MINOR DAMAGE, SCRATCHES ON UNIT 2, WHICH WAS LEGALLY PARKED, AND SCRATCHES TO UNIT 1'S FRONT PASSENGER SIDE BUMPER. THE TURN IS VERY TIGHT, THERE ALSO WAS ANOTHER TRUCK PARKED AT THE FAR WEST END OF THE KENTUCKY AVE., AND THE MEDIAN AND CURB ARE ALSO THERE TO NEGOTIATE. 265</p>

Officer Information

INFORMATION	125 - Officer Last Name HUIBREGTSE	125 - First Name KENT	125 - Middle Initial	131 - Officer ID 265
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			

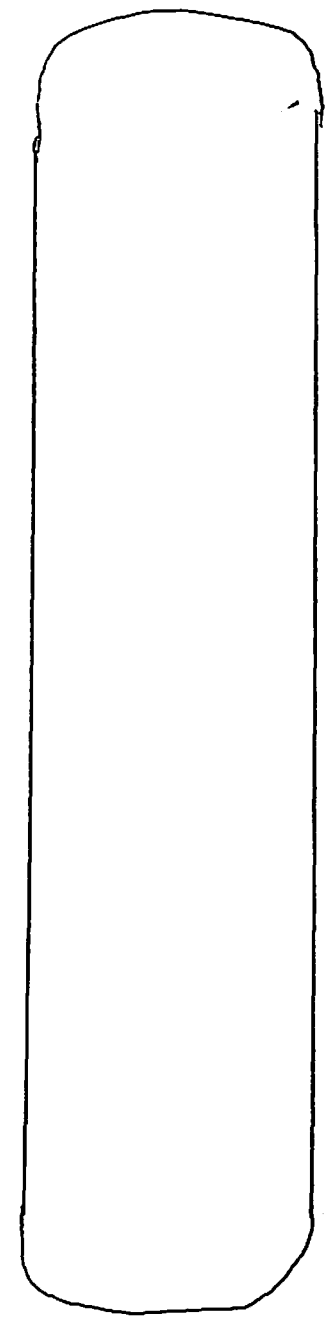
PK2011

OFFICER INFORM/	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 04/27/2017	133 - Time Notified (Military Time) 0759	134 - Time Arrived (Military Time) 0805	135 - Date Of Report 00/000000
	Agency Accident Number	Police Number C17-08247	19 - Special Study	
	18 - Agency Space			

S. 17th Street

Side walk

Kentucky Ave.



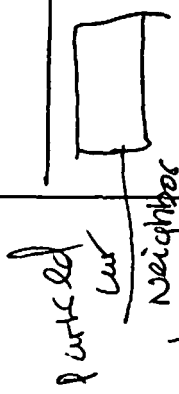
Garbage Truck → Kentucky Ave.

Side walk

Claimant's Parked Car

Damage to vehicle

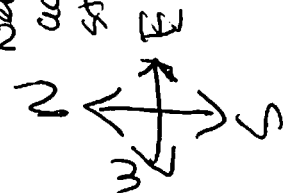
Thru Call 5/8/17



Parked Car

Neighbor across street

Dead end



VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. June 5, 2017.

Your Committee to whom was referred R. O. No. 25-17-18 by the City Clerk submitting a claim from Cheryl Bilgrien for alleged damages to her car when she hit a pothole on Camelot Blvd.; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.5

R. O. No. 25 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a claim from Cheryl Bilgrien for alleged damages to her car when she hit a pothole on Camelot Blvd.

*Finance & Personnel.
denj*

City Clerk

DATE RECEIVED 5.3.17

RECEIVED BY MD

CLAIM NO. 01-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 3 '17 PM 2:52

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: Cheryl Bilgrien
2. Home address of Claimant: 9 Seneca trail
3. Home phone number: 920-627-2783
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 1-19-17 (11:35 AM)

6. Where did damage or injury occur? (give full description) Driving on Camelot Blvd, hit pot hole tire blew up, rim bent called for tow truck.

7. How did damage or injury occur? (give full description) Hit pot hole back tire blew up (rim bent, sensor in tire shot keeps going on after new tire & rim put on needs to be replaced (sensor in tire))

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

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

(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: 2001 Camelot Blvd had pot hole in road tire exploded when I hit pothole.

(b) Claimant's statement of basis for such liability: Very dangerous pot hole in road called Sheb. Police dept so no one else recks their car or gets hurt.

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

11. Name and address of any other person injured:

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

Auto: \$ 358.42

Property: \$

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 358.42

Damaged vehicle (if applicable)

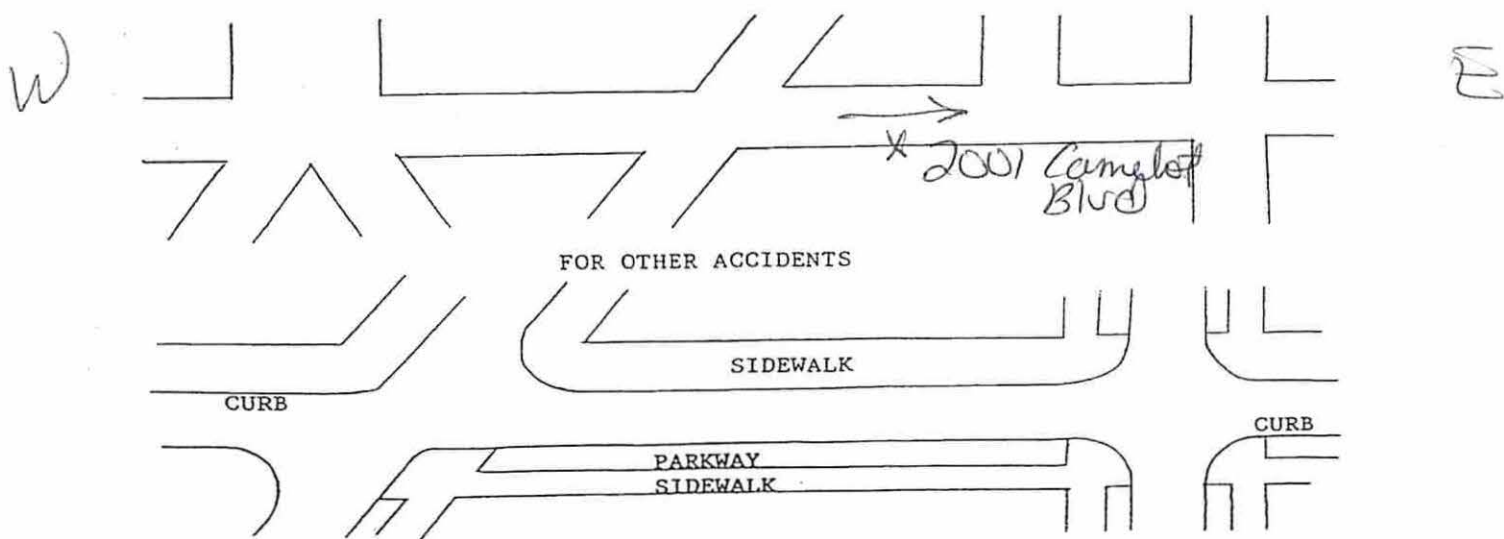
Make: 2009 Model: Chevy Year: HHR Mileage:

Names and addresses of witnesses, doctors and hospitals:

new tires only had not many miles on tires

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 Cheryl Belquin DATE 5-3-17

DATE RECEIVED 5-3-17

RECEIVED BY MD

CLAIM NO. 05-17

CLAIM

Claimant's Name: Cheryl Bilgrien
Claimant's Address: 9 Seneca Tr
Sheb WI 53081
Claimant's Phone No. 920-627-2183

Auto \$ 358.42
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 358.42

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 \$ 358.42.

SIGNED Cheryl Bilgrien

DATE: 5-3-17

ADDRESS: 9 Seneca Tr Sheb.
WI 53081

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

Witrock Tire & Muffler
 100 South 14th Street
 Sheboygan, WI 53081

Invoice

Date	Invoice #
1/19/2017	44166

PAID

Bill To
BIL GRIEN, SCHERYL 9 SENECA TRAIL SHEBOYGAN, WI 53081 920-627-2783

P.O. No.	SALESPERSON	MAKE	MODEL	YEAR	Mileage
	GLEN	CHEVY	IMR	2007	73490

Quantity	Item	Description	Rate	Amount
1	Non Inventory Par...	215/55R16 GRAND PRIX TOUR (9/32 LEFT ON TIRE) (SERVICE FROM ACCIDENT @ 2001 CAMELOT BLVD.)	79.95	79.95T
1	BAL VALVE DIS...	BALANCE VALVE DISPOSAL	15.00	15.00T
1	Non Inventory Par...	RIM TO FIT TR	60.00	60.00T
1	Non Inventory Par...	TPMS VALVE REPAIR KIT	10.00	10.00T
	Payment Charge	Charge Payment	-174.02	-174.02
	* AAA NUMBER 56590	COUNTY & STATE Sales Tax	3.50%	9.07
		<p>#174.02 Witrock #150.00 Tow Truck Depot \$274.02 (sub total) 84.40 tire sensor RR. \$358.42</p>		
Total				\$0.00

Brock Tire & Muffler
 South 14th Street
 Boygan, WI 53081

Invoice

Date	Invoice #
1/6/2017	44533

Bill To
Cheryl B Stigren

P.O. No.	SALESPERSON	MAKE	MODEL	YEAR	Mileage
	Shur	Chery	HRZ	2009	
Quantity	Item	Description	Rate	Amount	
1		TPMS Sensors damaged on 1/19/17 sensor was taken out of damaged ^{tire} back passengers tire and reused - has short keeps going on and not registering pressure for back right tire. * This sensor should have been replaced with the new tire but they tried to save money and use the one that was damaged inside of RR tire on 1/19/17		\$50.00 + tax	
				Total	50.00 84.40





VI

R. C. No. - 17 - 18. By PUBLIC SAFETY. June 5, 2017.

Your Committee to whom was referred R. O. No. 26-17-18 by City Clerk submitting a communication from Jon Paul requesting that the Leash Law/Animal Ordinances be rewritten regarding dogs not kept on leashes; recommends the document be accepted and filed.

Consent.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

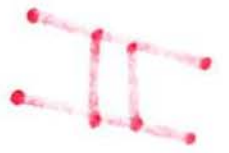
4.6

R. O. No. 26 - 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a communication from Jon Paul requesting that the Leash Law/Animal Ordinances be rewritten regarding dogs not kept on leashes.

*Public Safety
File*

City Clerk



Richards, Susan

From: Jon Paul <mrjonpaul@gmail.com>
Sent: Tuesday, May 09, 2017 1:01 PM
To: Richards, Susan
Subject: Fwd: Leash Law/Animal Ordinances

Can you give me info on where I need to send this letter? Also how I can find out when future meetings and times for those meetings happen so I can attend them. Thanks.

Sincerely
Jon

Begin forwarded message:

From: "Veeseer, James" <James.Veeseer@sheboyganwi.gov>
Date: May 9, 2017 at 11:45:17 AM CDT
To: 'Jon Paul' <mrjonpaul@gmail.com>
Subject: RE: Leash Law/Animal Ordinances

Mr. Paul,

Your first approach to changing or updating an ordinance is drafting a letter and in this case sending it to Public Protection and Safety for their review. You can attend the meeting and provide your input.

For violations of ordinances, calling 911 is not the means to call the police – that is for emergencies, contacting the dispatch center via the non-emergency number is acceptable though your assistance in providing further information to investigate the potential violation would be needed (i.e., contact with you, details of where it occurred, etc.).

Capt. Veeseer

From: Jon Paul [<mailto:mrjonpaul@gmail.com>]
Sent: Tuesday, May 09, 2017 11:23 AM
To: Veeseer, James
Subject: Re: Leash Law/Animal Ordinances

Thank you for clarification on that. How can we go about getting this re written? Is this something that the common counsel has to bring up? I ask because a lot of times when me and my wife take our dogs for a walk we will encounter someone whom is on there front porch and a dog that is off leash. They approach our dogs to investigate as that's the natural thing to do for dogs. Sadly as it is in this world it's 1 or 2 that ruin it for everyone else. I am concerned because that unleashed dog has the advantage over a leashed one. We also try to restrain our dogs from going up to a dog we don't know. Being on a leash they don't have the ability to turn and run away if they choose. Now going on walks we will be carrying spray with us. Sadly it's not the dogs fault but the lazy owners whom are at fault. This is a growing concern to many people in the area. Lastly how should people report violations of dogs not being walked on a leash? Shall they call Sheboygan police via 911 or non emergency line? Or is this something the city itself has to deal with? Thank you for taking the time to clarify this for me.

Sincerely
Jon

On May 9, 2017, at 10:25 AM, Veeseer, James <James.Veeseer@sheboyganwi.gov> wrote:

Mr. Paul,

I was made aware of your concerns and the City of Sheboygan does have ordinances in place regarding animals (Chapter 18).

- **Sec. 18-4. - Animals running at large.**

Animals shall not be allowed to run at large within the limits of the city.

This commonly is associated with animals found to roaming outside the confines of the owners property/residence. A dog may have been able to leave the property due to a malfunction of an in-ground fence, escaped out a back door without the owner's knowledge, or irresponsible attention to the whereabouts of an animal (roaming city wide). Circumstances dictate action. The SPD does address dogs roaming at large.

- **Sec. 18-12. - Collar and tags must be worn.**

It shall be unlawful for any person to maintain or keep a domesticated animal, other than a dog or cat, on any premises within the city unless the domesticated animal wears a collar or harness securely attached to its body to which shall be securely attached a tag issued for the domesticated animal by a licensed veterinarian, licensed to practice veterinary medicine in the state, showing that the domesticated animal has been, within the current calendar year, vaccinated against rabies

This commonly is associated with animals other than a dog or cat.

- **Sec. 18-15. - Pets prohibited in parks and on public grounds except in designated areas; regulations.**

-

- (a) Pets are prohibited in all city parks, beaches or other public grounds, except in areas designated by the common council and posted by the superintendent of parks as either off-leash or on-leash areas, or in areas designated by the common council for the training or showing of pets.

- (b) Designated off-leash areas.

- (1) Unleashed pets shall be allowed at the following locations provided that they are at all times under immediate control, such as by voice command of the owner or other person physically capable of restraining the pet:

- a. Lakeview Park Beach area delineated by the superintendent of parks with snow fencing;

- b. City-owned property east of Lakeshore Road (County LS) north of the Pigeon River, within the Pigeon River Environmental Corridor.

- (c) On-leash areas.

- (1) Pets shall be allowed at the following locations: provided they are restrained by a substantial leash or chain not exceeding eight feet in length, or a retractable leash

not exceeding 15 feet in length in the hands of a person directly controlling the movement of the animal:

- a. Lakeview Park;
- b. North Point Park, north of the northernmost jetty;
- c. North Point overlook;
- d. The city's urban recreational trail which extends through and connects portions of Taylor Park, Kiwanis Park, Workers Water Street Park, Rotary Riverview Park, Deland Park lakefront, North Point Park, North Point overlook, and Vollrath Park;
- e. City-owned Green Wing Drive retention ponds;
- f. The city-owned green space area adjacent to Fisherman's Creek on the south side of Camelot Boulevard between 1211 and 1411 Camelot Boulevard.

(d) Any person owning or having charge, custody, care or control of a pet who shall permit the pet to be present in any of the prohibited areas or in any of the designated areas in violation of the provisions of this section shall be subject to penalty as provided in section 18-3.

(e) Any person owning or having charge, custody, care or control of a pet in a designated off-leash or on-leash area who fails to clean up the pet's feces shall be subject to a forfeiture of \$125.00, together with the costs of prosecution, and in default of payment thereof, imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 30 days.

(f) The superintendent of parks shall post areas designated as off-leash and on-leash areas where pets are allowed, shall post the forfeiture amount for violations for subsection (e) above, and shall supply waste receptacles and waste bags for the public's use in complying with the requirements of subsection (e) above.

(g) This section shall not apply to police dogs.

- **Sec. 18-46. - Restraint.**

Except as otherwise provided in this chapter, any person owning or having charge, custody, care or control of any dog or cat shall keep such animal exclusively upon his own premises either by personal and direct supervision such as voice command by such person physically present, or upon an appropriate chain or tie no longer than 15 feet in length, or in an enclosed yard, either walled or fenced, or in any other appropriate restraining enclosure. The dog or cat may be off the premises if it is restrained by a substantial leash or chain not exceeding six feet in length, in the hands of such person and directly controlling the movement of the animal, or if it is being trained or shown in an area or at an event approved for such purposes by the superintendent of parks. This section shall not apply to police dogs

This appears to be the issue you have mentioned (means of control – voice command by such person physically present, chain or tie, enclosed yard, etc.).

If an owner is present and their dog is roaming their yard, this is acceptable if they have voice command. Voice command can be debated though it does fit within ordinance.

- **Sec. 18-48. - Restricted on private property.**

Dogs or cats shall be prohibited on all private property except where the presence of the animals is with the express consent of the owner of the premises or party in control of such premises. Owners who permit their dog or cat to be present in any of such areas shall be subject to penalty. This section shall not apply to police dogs

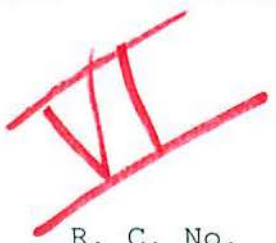
- **Sec. 18-50. - Without license attached to collar; presumed unlicensed.**

The fact that a dog or cat is without a license attached to a collar shall be presumptive evidence that a dog or cat is unlicensed

If you have further questions, don't hesitate to call (459-3354).

Captain James A. Veese
Sheboygan Police Department
1315 North 23rd Street
Sheboygan, WI 53081
(920) 459-3354
james.veese@sheboyganwi.gov

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.



R. C. No. - 17 - 18. By PUBLIC SAFETY. June 5, 2017.

Your Committee to whom was referred R. O. No. 27-17-18 by Fire Chief pursuant to Section 50-494 of the Municipal Code, submitting the quarterly report for the period commencing January 1, 2017, and ending March 31, 2017; recommends the document be accepted and filed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.13

R. O. No. 27 - 17 - 18. By FIRE CHIEF. May 15, 2017.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing January 1, 2017, and ending March 31, 2017.

Public Safety
As of File

Fire Chief

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer, submitting the Fire Department Quarterly Report for the period commencing January 1, 2017 and ending March 31, 2017.

REPORT PREPARED BY: Michael T. Romas, Fire Chief

REPORT DATE: May 10, 2017

MEETING DATE: May 15, 2017

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: 50 - 494

BACKGROUND / ANALYSIS:

The Quarterly Report of Benchmarks for the Fire Department for the Period commencing January 1, 2017 and ending March 31, 2017 is presented for information and discussion as required by section 50 - 494 of the Municipal Code.

STAFF COMMENTS:

Highlights of the report are as follows:

- False Alarm calls decreased in the first quarter by 54 percent in comparison to the same period in 2016.
- There was a of three percent increase in call volume.
- Out of City responses increased from five to ten. One was a transport to Children's Hospital in Milwaukee, four were EMS assists at building fires via MABAS, three were medical assists for Orange Cross and two were motor vehicle accidents on I-43.
- Fire loss incidents decreased 28 percent (18 vs 13).

ACTION REQUESTED:

Motion to recommend to Council to Approve the Report of Officer No. – 17 - 18

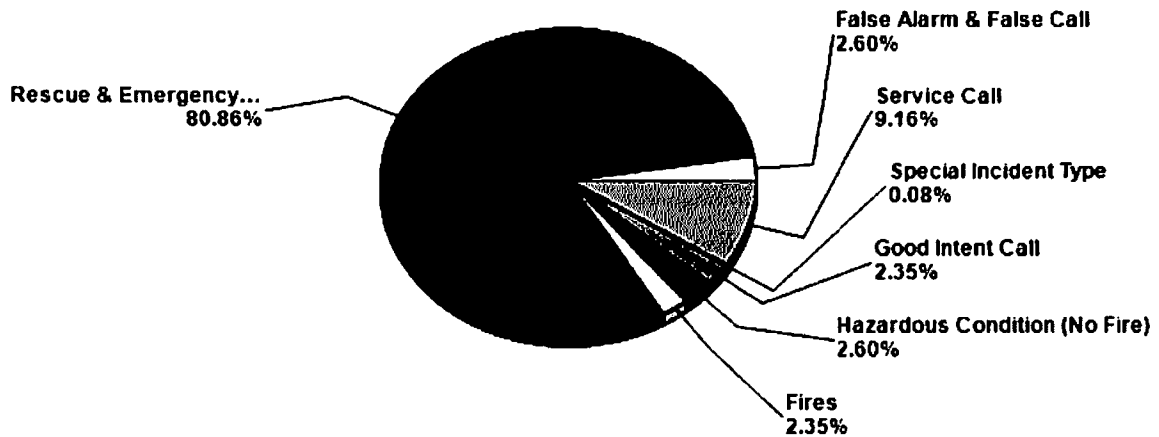
ATTACHMENTS: R.O. No. – 17 - 18

- I. 2017 1st Quarter Report

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 1/1/2017 - 3/31/2017

INCIDENT RESPONSES



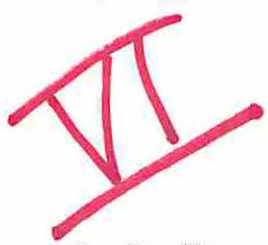
INCIDENT TYPES	2017	2016
Fires	29	25
Overpressure rupture, explosion, overhear - no fire	1	2
Rescue & Emergency Medical Service	997	943
Hazardous Condition (No Fire)	32	30
Service Call	113	79
Good Intent Call	29	44
False Alarm & False Call	32	70
Severe Weather & Natural Disaster	0	1
Special Incident Type	1	1
TOTAL	1234	1195

1ST QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2017	2016
Out of City	10	5
Station 1	361	338
Station 2	265	243
Station 3	297	278
Station 4	188	198
Station 5	113	133

1ST QUARTER FIRE LOSSES

	2017	2016
Number of Incidents	13	18
Total Property Loss	\$ 114,865.00	\$ 117,800.00
Total Content Loss	\$ 52,020.00	\$ 64,790.00
Total Losses	\$ 166,705.00	\$ 182,590.00
Average Loss	\$ 12,823.00	\$ 10,143.00



R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 5, 2017.

Your Committee to whom was referred R. O. No. 34-17-18 by the City Clerk, license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2949	Harrys Prohibition Bistro	668 S. Pier Dr. - two-day event to be Held 7/3/17 to 7/4/17 to include current premise and grassy area west of patio to the sidewalks and patio.

CIGARETTE/TOBACCO LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2895	Superior Discount Liquor	823 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Dr
2820	Superior Discount Liquors	823 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th St.
2984	Everest Enterprises	1710 Indiana Ave.
3230	Mi Pueblito	1125 Michigan Ave.
3170	Minit Mart #1	1508 S. 8 th St.
3171	Minit Mrt #2	2235 North Ave.
3172	Minit Mart #3	2420 Calumet Dr.
3173	Minit Mart #4	3715 Washington Ave.
3174	Minit Mart #5	3626 S. Taylor Dr.
3175	Minit Mart #6	1230 N. Taylo Dr.
3176	Minit Mart #7	1211 Weeden Creek Rd.
3169	Minit Mart #8	1006 Geele Ave.

Consent



2631 North 8 Oriental Store	2002 N. 8 th St.
1253 Petro Center #1	1208 Union Ave.
1254 Petro Center #4	2113 S. Business Dr.
3243 Sheboygan Harbor Petro	905 Indiana Ave.
3189 Shopko Sotres #116	518 S. Taylor Dr.
2088 Walgreens #6570	1029 N. 4 th St.
1424 Walgreens #06097	3320 S. Business Dr.
2601 Walgreens #12020	2702 Calumet Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15 th St.
3182	Blue Lite I, The	1029 N. 8 th St.
2762	Braveheart Pub	2120 Calumet Dr.
1833	Champs Sports Bar	1501 Indiana Ave.
3226	Club Michigan II	908 Michigan Ave.
2121	El Camino	823 Michigan Ave.
1525	Fountain Park Lounge	922 N. 8 th St.
1892	Gosse's At Northwestern House	1909 Union Ave.
3056	Gotta Getcha In Oasis	840 Wilson Ave.
2192	Harry's Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2849	Hops Haven	1327 N. 14 th St.
1199	Lakeshore Lanes	2519 S. Business Dr.
2085	Legend Larry's Wings & Things	733 Pennsylvania Ave.
1217	Maple Lanes	3107 S. Business Dr.
2301	Mojo	1235 Pennsylvania Ave.
2272	PJ's Party Zone	910 N. 18 th St.
3001	Ranieri's Four of A Kind	811 Indiana Ave.
1303	Rupps Downtown	925 N. 8 th St.
3162	Sundance Saloon	1509 S. 12 th St.
2376	Swovys LLC	1645 S. 12 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3184	Board & Brush Creative Studio	528 N. 8 th St.
2879	Charcoal Inn North Inc.	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8 th St.
2445	La Conquistadora LLC I	1218 Indiana Ave.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
2604	Z Spot Espresso & Coffee	1024 Indiana 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

Other Matters

8.5

R. O. No. 34 - 17 - 18. By CITY CLERK. May 15, 2017.

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

*Law & Lic
6/5/17 - grant
all licenses*

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2949	Harrys Prohibition Bistro	668 S. Pier Dr. - two-day event to be Held 7/3/17 to 7/4/17 to include current premise and grassy area west of patio to the sidewalks and patio.

CIGARETTE/TOBACCO LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2895	Superior Discount Liquor	823 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Dr
2820	Superior Discount Liquors	823 S. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 th St.
2984	Everest Enterprises	1710 Indiana Ave.
3230	Mi Pueblito	1125 Michigan Ave.
3170	Minit Mart #1	1508 S. 8 th St.
3171	Minit Mrt #2	2235 North Ave.
3172	Minit Mart #3	2420 Calumet Dr.
3173	Minit Mart #4	3715 Washington Ave.
3174	Minit Mart #5	3626 S. Taylor Dr.
3175	Minit Mart #6	1230 N. Taylo Dr.
3176	Minit Mart #7	1211 Weeden Creek Rd.
3169	Minit Mart #8	1006 Geele Ave.
2631	North 8 Oriental Store	2002 N. 8 th St.

1253 Petro Center #1	1208 Union Ave.
1254 Petro Center #4	2113 S. Business Dr.
3243 Sheboygan Harbor Petro	905 Indiana Ave.
3189 Shopko Sotres #116	518 S. Taylor Dr.
2088 Walgrenns #6570	1029 N. 4 th St.
1424 Walgreens #06097	3320 S. Business Dr.
2601 Walgreens #12020	2702 Calumet Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15 th St.
3182	Blue Lite I, The	1029 N. 8 th St.
2762	Braveheart Pub	2120 Calumet Dr.
1833	Champs Sports Bar	1501 Indiana Ave.
3226	Club Michigan II	908 Michigan Ave.
2121	El Camino	823 Michigan Ave.
1525	Fountain Park Lounge	922 N. 8 th St.
1892	Gosse's At Northwestern House	1909 Union Ave.
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2192	Harry's Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
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2085	Legend Larry's Wings & Things	733 Pennsylvania Ave.
1217	Maple Lanes	3107 S. Business Dr.
2301	Mojo	1235 Pennsylvania Ave.
2272	PJ's Party Zone	910 N. 18 th St.
3001	Ranieri's Four of A Kind	811 Indiana Ave.
1303	Rupps Downtown	925 N. 8 th St.
3162	Sundance Saloon	1509 S. 12 th St.
2376	Swovys LLC	1645 S. 12 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3184	Board & Brush Creative Studio	528 N. 8 th St.
2879	Charcoal Inn North Inc.	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8 th St.
2445	La Conquistadora LLC I	1218 Indiana Ave.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

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

No. Name

Address

2696 Sheboygan Family Restaurant

2704 S. Business Dr.

2604 Z Spot Espresso & Coffee

1024 Indiana Ave.

IV

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 5, 2017.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 36-17-18 by the City Clerk, license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1337	Sheboygan Elks Lodge	1943 Erie Ave. - One day event to be held on June 10 th to include current premise outside portion of Elks property between East and West parking lots and from the South side of the building extending to the property line of Georgia Pacific.
1337	Sheboygan Elks Lodge	1943 Erie Ave. - Three day event to be Held on August 18-20th to include current premise outside portion of Elks property between East and West parking lots and from the South side of the building extending to the property line of Georgia Pacific.

Consent.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO LAW AND LICENSING

R. O. No. 36 - 17 - 18. By CITY CLERK. May 23, 2017.

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

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1337	Sheboygan Elks Lodge	1943 Erie Ave. - One day event to be held on June 10 th to include current premise outside portion of Elks property between East and West parking lots and from the South side of the building extending to the property line of Georgia Pacific.
1337	Sheboygan Elks Lodge	1943 Erie Ave. - Three day event to be Held on August 18-20th to include current premise outside portion of Elks property between East and West parking lots and from the South side of the building extending to the property line of Georgia Pacific.

Law & Lic.



R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 5, 2017.

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3254	Bookworm Gardens	1415 Campus Dr. - one-day events to be Held 6/30/17, 7/13/17, 7/20/17, 8/8/17, 8/24/17, 9/7/17, 9/21/17, 10/10/17, 11/18/17 & 12/9/17 to include current premise and the entire gated area of Bookworm Gardens.

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



R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 5, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 33-17-18 by the City Clerk, license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1662	Barry, Jennifer C.	1620 S. 11 th St.
7375	Fritsch, Carmen M.	22815 W. Steinthal Road Keil
6554	Hough, Jennifer L.	616 Leavens Ave. Sheb. Falls
1623	Kunwar, Bikram B.	100 Evans Ct. #C. Sheb. Falls
1660	Schultz, Steven L.	1602 Sibley Ct.
1658	Schupp, Matthew S.	1618 S. 17 th St.
1661	Stearns, Michael A.	2136 Erie Ave.
1610	Trotter, Latricia N.	1423A Bluff Ave.
1618	Wehrmann, Brittany M.	715 Kennedy Ave. Howards Grove

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0087	Aicher, Kristin E.	2418 N. 11 th St.
7224	Bauer, Stephanie A.	131 Redtail Dr. Apt 9 Sheb. Falls
6141	Berg, Joel F.	625 N. 14 th St.
1853	Berglund, Jodi C.	W3385 Cth MM, Elkhart Lake
2105	Bhatta, Hira	1801 S. 23 rd St.
0132	Bhatta, Lok Raj	1801 S. 23 rd St.
1091	Blindauer, Eugene L. (Club)	N6580 CTY OJ Plymouth
9379	Bloedorn, Lisa A	1719 Broadway Ave.
1153	Brunner, Katlyn M.	915 New York Ave.
6094	Brusky, Ann L.	1728 N. 13 th St.
8513	Champeau, Brian O.	1331 New York Ave.
7672	Decker, Dennis E. (Club)	N7122 Riverwoods Dr.
3600	Dolgner, Randall	2611 Pine Grove Ave.
1605	Emmer, Tamie Ann	906 S. 15 th St.
1453	Haneman, David M.	836 Dillingham Ave.
9764	Hansen, Dezeray A.	1718 S. 10 th St.
4936	Hartman, Gary C. (Club)	79 Oak St. Sheb. Falls
2993	Hemsing, Steven R.	1159 Cherry Lane
1547	Hutchinson, Betty A.	628 End Ct.
0969	Jagler, Kurt J.	1539 N. 17 th St.

Consent

9128 Jelinek-Zittel, Scott J. 4600 Nocole Ln.
6954 Jeske, Robert E. 2330 N. 27th St.
0804 Lenhardt, Lawrence R. 4014 S. 18th St.
6879 Lopez, Cindia 3255 Main Ave.
8240 Ludwig, Malyssa A. 1219 S. 21st St.
1730 Marroquin, Maria T. 4122 Kruschke Ave.
0841 McAtee, Thomas G. (Club) 1828 N. 5th St.
5596 McGlade, Leah Marie 420 Van Buren Howards Grove
0784 Mehn, Jeffrey L. 3610 Bonnie Ct.
0984 Meyer, Robert D. (Club) 1649 S. 25th St.
0289 Moeller, Robert J. 1812A S 13th St.
9479 Muehlbauer, John P. (Club) 145 Fox Glove Lane Sheb. Falls
1404 Murray, Jennifer A. 515 S. 15th St.
7604 Peloquin, Thomas J. 2719 Wedemeyer Ave.
5952 Perronne, Shannon J. 1245 North Ave.
4384 Reese, Shannon M. 3132 N. 8th St.
0905 Reineking, Tyler J. 307 Niagra Ave.
1214 Reinemann, Michelle M. 1813A N. 2nd St.
4284 Rohde, Shirley A. 2605 N. 10th St.
5390 Schaeve, Tanya M. 2311 S. 11th St.
0794 Schanno, Amber M. 1201 S. 8th St.
8328 Schemrich, Yui 212 Oak St. Sheb. Falls
2084 Schieble, Coralie S. 1705 Wisconsin Ave.
8354 Schnur, Kimberly 2312 N. 11th St.
0965 Schoerner, Eric R. 6223 Deerpath Trail
0983 Schwarz, Hanna C. 6632 Leona Ln.
9893 Streff, Jessie M. 512 Wisconsin Ave.
5985 Strohmeyer, Joseph J. 5213 S. 12th St.
6222 Sweet, Daniel E. 2407 N. 26th St.
6967 Swoverland, Berta K. 4155 S. 16th St.
6905 Swoverland, Kim A. 4155 S. 16th St.
6782 Tadych, Joanne M. 1323 Superior Ave.
0049 Tahiri, Xhevat 3005 Whispering Winds Dr.
6929 Violeeta, Jason A. 1813 S. 11th St.
2970 Vreeke, Marianne 1929 N. 28th St.
2274 Vreeke, Paul L. 514A S. Pier Dr. #2
2853 Weiberg, Stacey N. 1806 Superior Ave.
8432 Wellman, Alexandra K. 1011 Main Ave.
8222 Wenninger, Ingrid I. 1736 Knoll Crest Dr.
7064 Wright, Crystal M. 815 N. 4th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1654	Butler, George W.	1921 Garfield Ave.
1663	Goodwin, David L.	1630A S. 8 th St.
636	Jackson, Grayling M.	1949 N. 11 th St.

_____ Committee

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

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. June 5, 2017.

Your Committee to whom was referred Res. No. 16-17-18 by Alderperson Donohue authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Former Armory at 516 Broughton Drive; recommends the Resolution be passed.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.1

Res. No. 16 - 17 - 18 . By Alderperson Donohue. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to prepare and issue a request for bids for demolition and request for proposals for the redevelopment of the Former Armory at 516 Broughton Drive.

WHEREAS: The City of Sheboygan has been notified that the Lakefront Jewel Group's proposal to re-purpose the Former Armory has not been accepted,

WHEREAS: The current state of the armory is extremely poor due lack of heat from the past three years;

WHEREAS: Prior attempts to re-purpose/redevelopment the armory facility did not move forward based on the lack of solid business plans;

WHEREAS: City officials estimate the cost of demolition to be approximately \$500,000;

WHEREAS: Funds to cover the remediation and demolition would come from the unassigned fund balance in the Capital Projects fund;

WHEREAS: Numerous developers have expressed interest in redeveloping the site;

RESOLVED: That the Common Council authorizes the Purchasing Agent to prepare and issue a request for proposals for demolition of the existing facility and subsequently issue a request for proposals to interested parties to re-purpose the property into a higher and better use.

*Finance & Personnel
approve*

M. Lynn Donohue

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. June 5, 2017.

Your Committee to whom was referred Res. No. 17-17-18 by Alderperson Donohue and Bohren approving the Development Agreement between Meijer Stores, Limited Partnership and the City of Sheboygan; recommends the Resolution be passed.

Consent

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.2

Res. No. 17 - 17 - 18 . By Alderperson Donohue & Bohren. May 15, 2017.

A RESOLUTION approving the Development Agreement between Meijer Stores, Limited Partnership and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the development agreement between Meijer Stores, Limited Partnership and the City of Sheboygan in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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

*Finance & Personnel
approve*

By Lynn Novak

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**DEVELOPMENT AGREEMENT
BETWEEN
MEIJER STORES, LIMITED PARTNERSHIP
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into as of the ____ day of _____, 2017 ("Effective Date") by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Meijer Stores, Limited Partnership, a foreign limited partnership with its principal offices located at 2929 Walker Avenue, Grand Rapids, MI 49544 (hereinafter "Developer").

RECITALS

The City is in the process of amending the boundaries of the existing Tax Incremental District (TID #14), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing eligible project costs within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by Section 66.1105(3)(e), Wis. Stats, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 14.

Developer has acquired real property within the proposed expanded boundaries of TID 14 and intends to develop the property by demolishing an existing mall and by constructing new retail building at an estimated cost of \$14,000,000.

The City is authorized by Section 66.1105(9)(a), Wis. Stats., as amended, to pay the costs of the Project to be undertaken by the Developer, as defined herein, from the special fund of TID 14 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The Project Plan includes, among other things, "Development Incentive Payments" to reimburse eligible project costs for the purposes of carrying out the Project Plan.

The Project to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The City desires to enter into this Agreement with the Developer to achieve the objectives of TID 14 and to facilitate completing a TID boundary amendment to include

the proposed project in the TID, and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the key property to the gateway of the community that consists of the blighted former Memorial Mall.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used and not otherwise defined herein shall have the following meanings:

“Agreement” or “Development Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Contribution Deadline” means the year in which closure and dissolution of the District occurs as set forth in the Project Plan as constituted on the Effective Date.

“Development Incentive Payments” means the real estate tax increment payments made to the Developer by the City pursuant to Section 5.1 of this Agreement.

“Developer” means Meijer Stores, Limited Partnership and its permitted successors and assigns.

“Development” means the overall construction of Developer’s then-current prototype retail store, 2,500 square foot freestanding fueling station, and outlot development adjacent to Taylor Drive all to be located within the Property. The Development does not include the separate parcel of real property to be created by a Certified Survey Map, upon which current improvements are located which are leased to third-parties operating under the respective tradenames “Bed, Bath and Beyond”, “Kohl’s”, “Goodyear” and smaller retail tenants.

“Events of Default” means any of the events described in Section 9.1 hereof.

“Force Majeure Event” means any event or circumstance described in Article X hereof.

“Plans and Specifications” means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

“Project” means the Development including demolition of a portion of an existing semi-vacant Memorial Mall retail building located on a portion of the Property and construction of new retail space comprised of the Development, together, with associated parking, all located on a portion of the Property more specifically described on Exhibit “A-1.”

“Property” means that parcel of real property described in Exhibit “A” (the “Property”): provided, however, notwithstanding inclusion in this definition of the Property, the Project specifically excludes that parcel of real property encompassing the Property and more specifically described in Exhibit A-2 to be created by a Certified Survey Map, upon which current improvements are located which are leased to third-parties operating under the respective tradenames “Bed, Bath and Beyond,” “Kohl’s,” “Goodyear” and smaller retail tenants.

“Property Tax Increment” means real property tax revenue (as defined in Wis. Stats. 66.1105(2)(i)) generated by the incremental value of the Development. For the avoidance of doubt, the Property Tax Increment shall constitute the “Net Property Tax” as set forth on the tax bills for the Property and shall exclude any special assessments or special charges otherwise levied or assessed against the Property.

“Tax Increment Revenue” means the tax increment (as defined in Section 66.1105(2)(i), Wis. Stats.) generated by the Project

“TID Project Plan” means the Project Plan for Tax Incremental Financing District No. 14 of the City of Sheboygan, Wisconsin.

“Wisconsin Property Tax Laws” means the statutes contained in Chapter 70 *et seq.*, Wis. Stats., and the regulations adopted thereunder.

ARTICLE II. OVERVIEW OF THE PROJECT

Once completed, the Project is estimated to have a cost in excess of \$14,000,000. Demolition of the existing building encompassing an element of the Project is scheduled as of the Effective Date not later than December 31, 2017. New construction of the Development is scheduled to commence approximately by May 1, 2018 and completed for opening by November 1, 2019, all subject to Force Majeure Events. Cost for this construction is estimated to be \$14,000,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer:

(A) Developer is a duly organized and existing limited partnership in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer, capitalization through Developer's operations and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof in the form of written correspondence from the Developer's chief financial officer confirming the availability of financial resources for Developer's completion of the Project. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Demolition of Existing Blighted Memorial Mall. The Developer shall complete the demolition aspects of the Project, by December 31, 2017.

4.2 Construction. The Developer shall commence construction of the Project by May 1, 2018, and shall complete construction by November 1, 2019 subject to Force Majeure Events.

4.3 Compliance with Codes, Plans and Specifications, etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.4 Wisconsin Property Taxes. Developer, as an inducement to the City to proceed with inclusion of the Property within TID #14 and to provide Development Incentive Payments, hereby represents that the contemplated Project will be fully subject to Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project under Wisconsin Property Tax Laws.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law taxes otherwise properly assessed against the Project, the Property or any part thereof under Wisconsin Property Tax Laws, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions for which such taxes are not otherwise assessable against the Property in the amounts and within the time periods that would otherwise be required as if the Property were fully taxable under Wisconsin Property Tax Laws, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

4.5 Assessed Valuation Challenges. The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Project, the Property or any part thereof; provided, however, Developer shall not take any action at Open Book, Board of Review or in Circuit Court to reduce the assessed valuation of the Project, the Property or any part thereof to an aggregate assessed value lower than that necessary to produce a minimum amount of Property Tax Increment (not including personal property taxes) of \$302,892 annually prior to the Contribution Deadline without paying any deficiency as set forth in Section 4.6. No restrictions to legal challenges shall be in place after the Contribution Deadline.

4.6 Payment of Tax Increment Deficiencies. Commencing upon the substantial completion of the Development through the Contribution Deadline in the event, as a result of, a Developer challenge to the assessed value of the Property, the Property Tax Increment is less than \$302,892 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference if any, between (i) the Property Tax Increment collected by the City pursuant to Section 66.1105, Wis. Stats. and (ii) the sum of \$302,892. For the avoidance of doubt, Developer shall have no obligation to reimburse the City pursuant to the foregoing sentence if the value of the Property declines due to overall market conditions, taxing jurisdictions reducing millage rates or tax rates, or other events outside of Developer's control cause a reduction of the Property Tax Increment be less than \$302,892 per year. The difference, if any, shall be paid by Developer to the City within thirty (30) days of billing each year such increment deficiency occurs, until the Contribution Deadline, at which time no further payments of the difference to the City shall be required: provided, however, that during the period in which any Property Tax Increment Payments are otherwise payable to Developer in accordance with Article V, Developer may off-set the payment of any deficiencies in the Development Incentive Payment by the amounts otherwise payable by the City pursuant to Article V. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on the date that is not the first of any tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year shall by amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the City in its discretion may also enforce collection of Developer's obligations to pay Property Tax Increment deficiencies by imposing special assessments in accordance with the procedure or special charges against the Developer pursuant to Section 66.0627, Wis. Stats., which procedure is hereby consented to and all objections waived, and furthermore, separately or on conjunction with any other available remedy, may offset any Property Tax Increment payments due to Developer by the amount of actual, unpaid Development Incentive Payment deficiencies Developer has failed to pay City as required by this Agreement.

4.7 Cooperation with City. Developer shall reasonably cooperate with the City to facilitate the City's performance under Article V.

ARTICLE V. UNDERTAKINGS OF THE CITY

5.1 Development Incentives. After the property value of the Project has exceeded \$14,000,000 the City shall pay to the Developer the Development Incentive Payment each year until such time as the aggregate Development Incentive Payments equals \$1,500,000 as an inducement to Developer to develop the Project. The annual Development Incentive Payment shall be calculated and provided to the Developer as follows:

Each year after the value of the Project has exceeded \$14,000,000, the City will pay to the Developer a development performance incentive payment in an amount equal to the Tax Increment Revenue received by the City with respect to the Property in that year, minus \$7,500 for the City's administrative costs. For purposes of calculating the foregoing Development Incentive Payment, the Tax Incremental District (as defined in Section 66.1105(2)(k), Wis. Stats.) shall encompass the Project and the Value Increment (as defined in Section 66.1105(2)(m), Wis. Stats.) for the Project shall be not greater than \$3,000,000. In no event shall the total aggregate sum of the Development Incentive Payments to the Developer exceed \$1,500,000. Provided Developer makes the applicable tax payment in full by the statutory date, the City shall make the Development Incentive Payment, if any, no later than September 30 of each year, in which such Development Incentive Payments are payable.

5.2 Off-Site Public Improvements. The City shall, at its sole cost and expense: (i) have prepared and pay for the cost of engineering and construction plans and specifications for off-site improvements, as described more particularly on Exhibit "B" attached hereto; and (ii) contract for and install, maintain, repair and replace said off-site improvements. The City shall ensure that all off-site improvements are completed by November 1, 2018 and shall be installed, maintained, repaired and replaced expeditiously, in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

ARTICLE VI. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The new Development shall be completed within the timelines set forth in Article IV. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer be under no obligation to make the Development Incentive Payments until such time as the Project is completed in accordance and the minimum value thresholds set forth in Section 5.1 have been met.

(B) All representations and warranties of Developer set forth in Article III and elsewhere in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VII. TID CONTINGENCY

Developer's and the City's obligations hereunder are contingent upon the City amending the district boundaries and obtaining Joint Review Board approval of a Tax Incremental District boundary change, at a minimum, to encompass the Property, as contemplated herein, after September 30, 2017, and the Project having the base year value increment (defined in Section 66.1105 (2)(m), Wis. Stats.) certified by the Wisconsin Department of Revenue as 2018 not greater than \$3,000,000.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE VIII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person arising out of or related to this Agreement, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided

that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an Event of Default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure the Event of Default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party,

such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses:

(A) If the fulfillment of any of the terms of this Agreement is delayed or prevented by war, strikes, fires, floods, acts of God, or other similar reasons wholly beyond the control of the party with whose performance there was interference; and,

(B) If the party could not have prevented or reasonably foreseen and provided against such delay; and

(C) If the condition causing delay or prevention could not have been prevented by the exercise of reasonable diligence or without payment of substantial additional, unanticipated expense.

In such a case, the Nonperforming Party shall promptly notify the other party of occurrence of a Force Majeure event, its effect on performance, and how long that party expects it to last. Unless otherwise mutually agreed to by the parties, the time for performance will be extended by the period of delay occasioned by any such cause. However, notwithstanding the general terms of this Article, general economic conditions, labor unrest affecting only one party, an increase in prices, a change in the law, or other conditions affecting financial markets generally shall not be considered a Force Majeure event triggering the terms of this Article.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.13 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

11.14 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein, provided however such reimbursement obligation shall not exceed \$10,000 in the aggregate.

11.15 Recording. This Agreement or a memorandum of this Agreement in a form mutually agreeable to the parties shall be recorded in the Office of the Sheboygan County Register of Deeds against the Property at the cost and expense of the Developer.

List of Exhibits:

- "A" Legal Description of Property
- "A-1" Legal Description of the Project
- "A-2" Legal Description of Property excluded from the Project
- "B" Developer's Project Plans
- "C" Off-Site Improvements

This document consists of twelve (12) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Susan Richards, City Clerk

MEIJER STORES LIMITED PARTNERSHIP
By: Meijer Group, Inc. its general partner

BY: _____
Its: _____

This document authorized by and in accordance with Res. No. ____-16-17.

City Update 5/10/17

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE PROJECT

[insert description]

EXHIBIT "A-2"

LEGAL DESCRIPTION OF PROPERTY EXCLUDED FROM THE PROJECT

[insert description]

City Update 5/10/17

EXHIBIT "B"

DEVELOPER'S PROJECT PLANS

EXHIBIT "C"
OFF-SITE IMPROVEMENTS

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. June 5, 2017.

Your Committee to whom was referred Res. No. 21-17-18 by Alderperson Donohue and Bohren authorizing the Purchasing Agent to enter into contract for a Court Ordered Raze Order demolition of the Residential four unit Commercial Property located at 1114 North 10th Street; recommends the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

8.1

Res. No. 21 - 17 - 18. By Alderpersons Donohue and Bohren. May 15, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for a Court Ordered Raze Order demolition of the Residential four unit Commercial Property located at 1114 North 10th Street.

WHEREAS: The Municipal Court has determined that the above described property shall be razed with all related expenses to be charged against the Real Property for Parcel # 59281 204220 and;

WHEREAS: The purchasing Agent has issued a Request for Bids for demolition of the property in conjunction with other activities related to preparing the building for machine demolition. Due to the size of this structure as well as being of masonry construction, the cost for demolition exceeds the approval threshold and must first be approved by the Common Council.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Scott's Excavating Inc. of Sheboygan Falls, WI for complete demolition and restoration of the property in the amount of \$ 18,450.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$18,450.00 on Account # 10123100-521900 in payment of same. The full cost of preparation and ultimate demolition of the property, if not paid by the owner, will be posted against the remaining Real Estate, as is customary with City of Sheboygan Raze Orders.

*Finance/Personnel
approve*

My signature Nowlan
James A. Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution by Ald. Donohue and Bohren authorizing entering into contract for the court ordered raze order demolition of a 4 family residential structure located at 1114 North 10th Street..

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: May 11, 2017

MEETING DATE: May 22, 2017

FISCAL SUMMARY:

Budget Line Item: 10123100-521900
Budget Summary: Contracted Services
Budgeted Expenditure: \$ 18,450.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Sheboygan Municipal Court issued a Raze order against the above property. In response, the Purchasing Agent was directed to let competitive bids for the demolition of this large 4-family structure and perform other pre-demolition activities. Three bids were received:

Scott's Excavating Inc	Sheboygan Falls, WI	\$ 18,450.00
Buteyn Peterson Excavating	Sheboygan	\$ 19,575.00
C. Spielvogel & Sons Excavating.	Sheboygan	\$ 26,750.00

Upon reviewing the bids, it has been determined that the bid submitted by Scott's Excavating Inc. of Sheboygan Falls, WI meets or exceeds all of the specifications.



STAFF COMMENTS:

The City performs several raze order demolitions every year. Generally speaking demolition costs to raze 1 or 2 family structures fall well below the Common Council approval threshold of \$15,000 and are funded through a nuisance property line item in the building inspection budget. This property is considered to be a commercial structure, as it has 4 residential units and is also of masonry construction. The sheer size, along with the masonry construction results in higher demolition costs. Following the court ordered demolition and restoration of these properties, the city will bill the property owner and if they are not paid, will attach the

costs to the tax bill. In its current condition, the property is blighted and represents some risk until it is removed.

ACTION REQUESTED:

Motion to recommend that the Common Council approve the Resolution by Ald. Donohue authorizing the court-ordered demolition and restoration of the property located at 1114 N. 10th Street by Scott's Excavating of Sheboygan Falls WI in the amount of \$18,450.

ATTACHMENTS:

I. Resolution ____-17-18

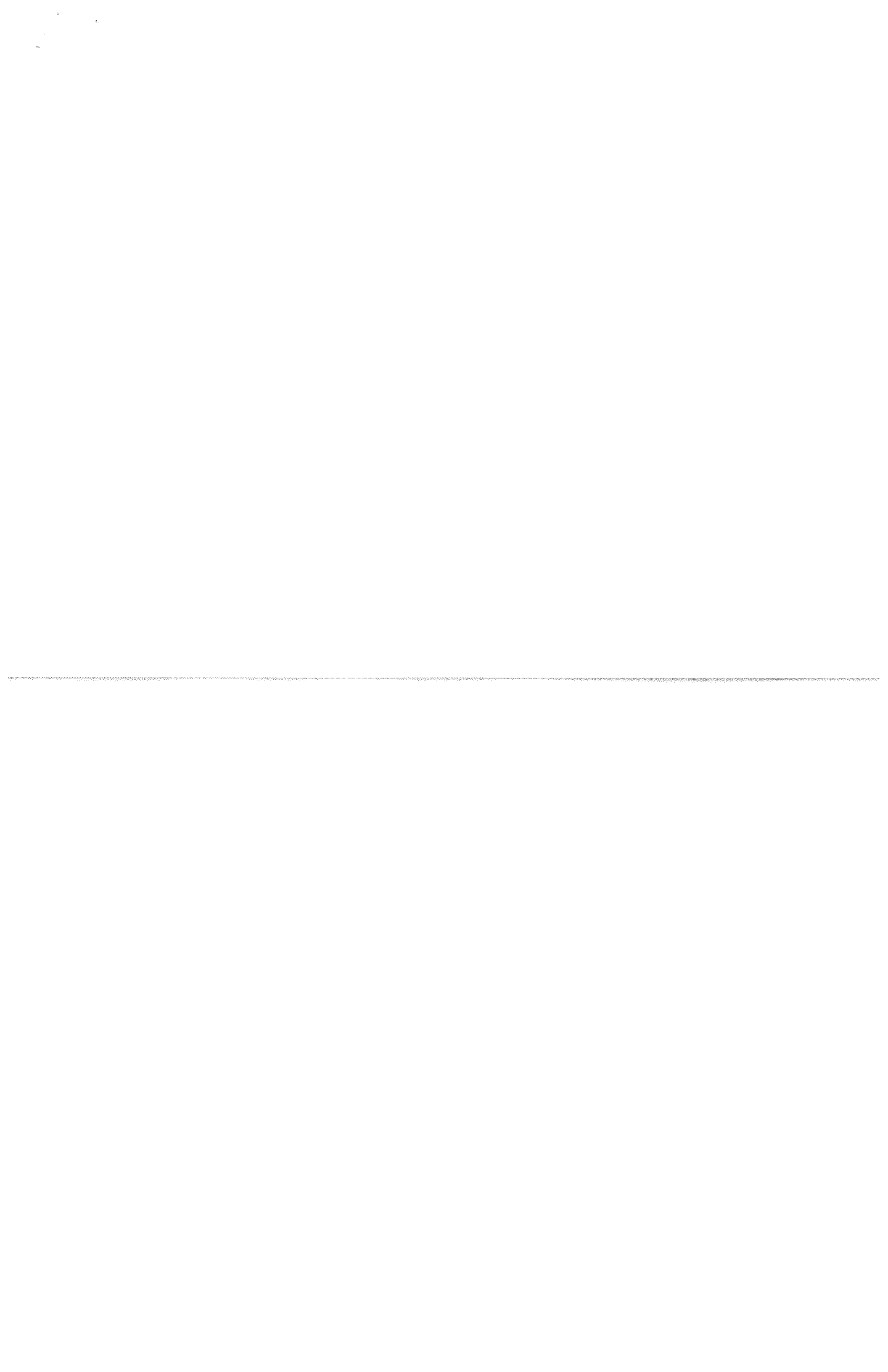
II

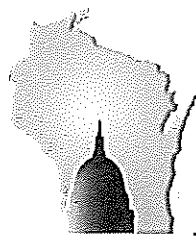
R. O. No. _____ - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting, as a matter of record, a communication from the Wisconsin Department of Administration regarding Aspen Trail Estates, SE ¼ S18 T15N R23E, Town of Sheboygan, Sheboygan County.

City Clerk

Consent.





**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY

MAY 19 '17 AM 10:32

Plat Review

101 E Wilson St FL 9, Madison WI 53703
PO Box 1645, Madison WI 53701
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629
E-mail: plat.review@wi.gov
<http://doa.wi.gov/platreview>

May 15, 2017

0040
PERMANENT FILE NO. 27647

ERIC OTTE
ARTHUR & ASSOCIATES
548 PRAIRIE RD
FOND DU LAC WI 54935

Subject: ASPEN TRAIL ESTATES
SE 1/4 S18 T15N R23E
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY

Dear Mr. Otte:

You have submitted ASPEN TRAIL ESTATES for review. The Department of Administration does not object to the final plat bearing the May 8, 2017 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

DEPARTMENT OF ADMINISTRATION COMMENTS:

The Department of Administration has no conditions for this plat.

s. 236.16 (3) It appears that the County Trunk Highway "Y" right of way east of this subdivision provides public access to the Pigeon River that meets the requirements of this section.

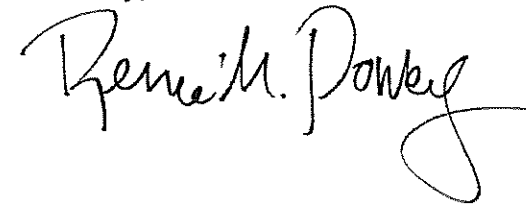
The plat shall be presented to the local governing bodies for final approval and signing. Local government units, during their review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the half-size copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,

A handwritten signature in black ink that reads "Renée M. Powers". The signature is written in a cursive style with a large, looping "P" at the end.

Renée M. Powers, Supervisor
Plat Review
Phone: (608) 266-3200

Enc: Recordable Document, Original, Print

cc: Jeff & Wendy Elgin, Owner
Clerk, Town of Sheboygan
Clerk, Village of Kohler
Clerk, City of Sheboygan
Sheboygan County Planning & Conservation Department
Register of Deeds

ORIGINAL RECEIVED FROM SURVEYOR ON 04/05/2017; REVIEWED ON 05/04/2017
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 05/10/2017

ASPEN TRAIL ESTATES

LOT 3, CSM VOL. 27, PGS. 317-322, BEING PART OF THE NE 1/4 OF THE SE 1/4, AND PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 18, T. 15 N.-R. 23 E., TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
 Certified May 15th, 2017
Renee L. Dow
 Department of Administration

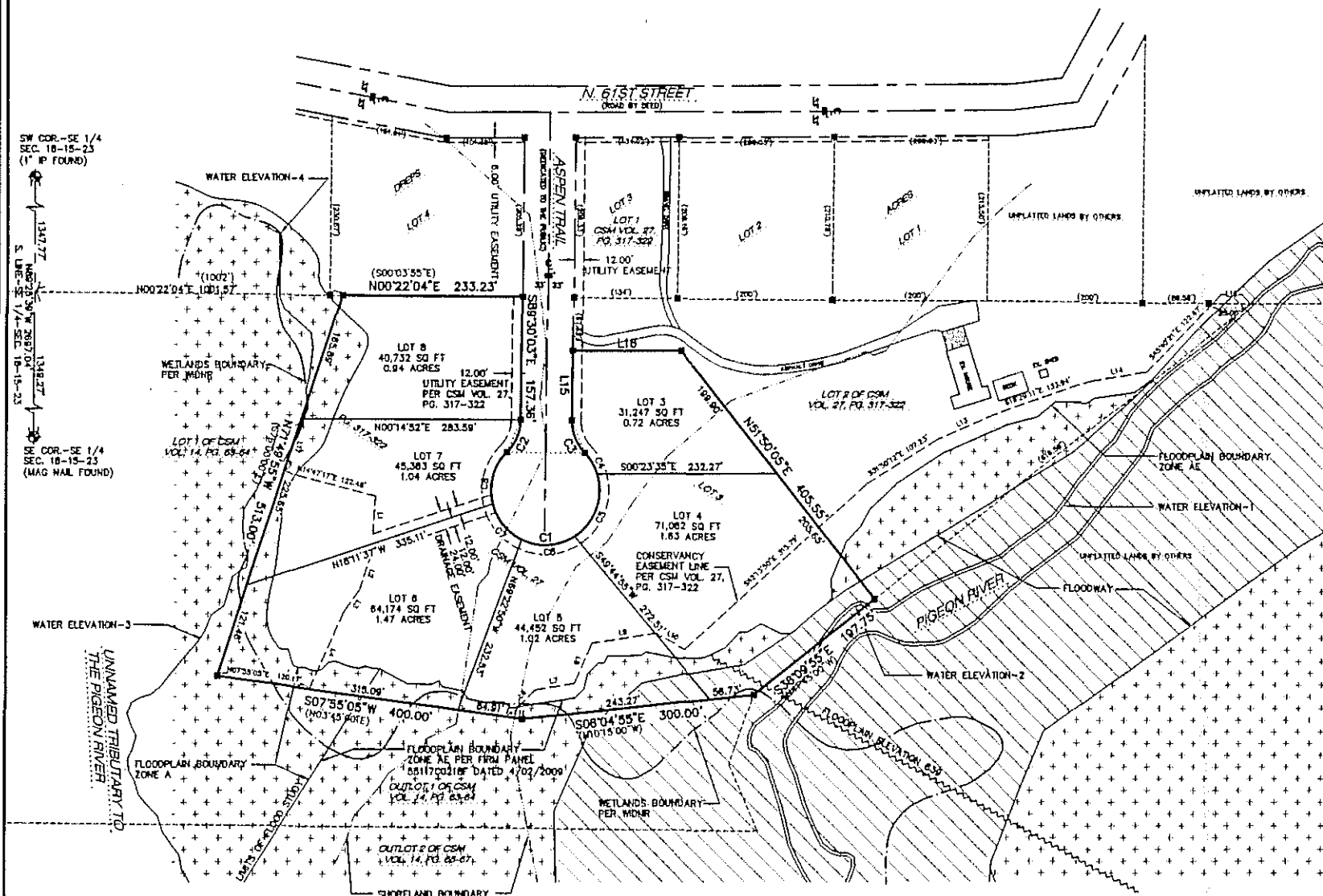


Eric R. Otte
 ERIC R. OTTE, P.L.S. NO. S-2440

DATED THIS 3rd DAY OF APRIL, 2017

REVISED THIS 9th DAY OF MAY, 2017

REVISED THIS _____ DAY OF _____, 20__



TOTAL AREA
 297,030 SQ FT
 6.82 ACRES

WATER ELEVATION-1
 JANUARY 4, 2017
 WATER ELE. = 635.43
 ORDINARY HIGH WATER MARK = 636.1
 100 YEAR FLOOD ELEV. = 647.7

WATER ELEVATION-2
 JANUARY 4, 2017
 WATER ELE. = 634.73
 ORDINARY HIGH WATER MARK = 635.3
 100 YEAR FLOOD ELEV. = 639.8

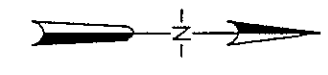
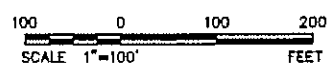
WATER ELEVATION-3
 JANUARY 4, 2017
 WATER ELE. = 635.42
 ORDINARY HIGH WATER MARK = 636.0
 100 YEAR FLOOD ELEV. = NOT DETERMINED

WATER ELEVATION-4
 JANUARY 4, 2017
 WATER ELE. = 639.22
 ORDINARY HIGH WATER MARK = 640.0
 100 YEAR FLOOD ELEV. = NOT DETERMINED

ORDINARY HIGH WATER MARK IS FOR REFERENCE ONLY
 ELEVATIONS REFERENCED TO NAVD '88 DATUM

BENCHMARK:
 BURY BOLT ON HYDRANT AT THE INTERSECTION OF N 61ST STREET AND ASHWOOD DRIVE.
 ELEVATION = 639.77

BRONZE DISK STAMPED NUMBER 1934 AT THE SOUTHWEST CORNER OF CH "PP" AND WEST RIVERSIDE DRIVE. ELEVATION = 678.25



NORTH POINT REFERENCED TO THE SOUTH LINE OF THE SE 1/4, SECTION 18-15-23 RECORDED AS N89°25'39"W PER SHEBOYGAN COUNTY COORDINATE SYSTEM

- LEGEND**
- 1" (O.D.) IRON PIPE FOUND IN PLACE
 - () RECORDED INFORMATION
 - ⊕ SECTION CORNER

NOTE: ALL OTHER LOT CORNERS STAKED WITH 1" O.D. X 18" IRON PIPE, WEIGHING 1.13 LBS./LIN. FT.

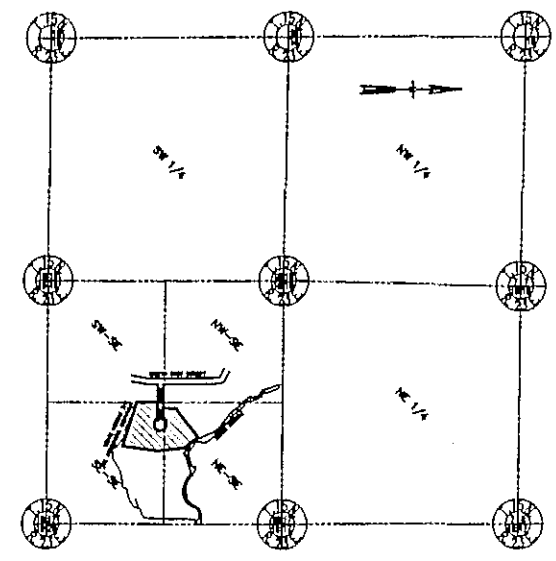
MEASUREMENTS:
 ALL MEASUREMENTS ON THIS PLAT HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

Line #	Direction	Length
L1	S96°05'18"E	48.88'
L2	S71°58'59"E	47.74'
L3	S53°55'35"E	34.85'
L4	S85°38'54"E	106.57'
L5	N77°53'35"W	14.49'
L6	S43°39'21"E	31.56'
L7	S09°39'32"E	50.97'
L8	S68°08'41"E	55.85'
L9	S08°45'24"E	83.39'
L10	S27°37'09"W	43.00'
L11	N07°35'05"E	9.90'
L12	N00°22'04"E	48.89'
L13	S23°50'32"E	78.80'
L14	S10°05'36"E	74.32'
L15	N89°30'03"W	89.89'
L16	N00°03'34"E	140.77'
L17	S71°49'55"E	71.97'

Curve #	Lot	Length	Radius	Delta	Chord Direction	Chord Length	Tan. Brg. In	Tan. Brg. Out
C1	MAIN	326.22'	70.00'	288°39'02"	N00°29'57"E	100.15'	S45°10'32"E	S46°10'26"W
C2	MAIN	48.42'	80.00'	44°19'31"	S87°20'16"E	45.27'	S89°30'03"E	S45°10'32"E
C3	MAIN	48.42'	80.00'	44°19'31"	S88°20'11"W	45.27'	S40°10'28"W	N89°30'03"W
C4	LOT 3	31.67'	70.00'	29°55'20"	S59°08'06"W	31.40'		
C5	LOT 4	91.68'	70.00'	75°02'37"	N70°22'55"W	85.27'		
C6	LOT 5	71.20'	70.00'	58°16'36"	N03°43'19"W	68.17'		
C7	LOT 6	61.29'	70.00'	50°10'13"	N50°30'05"E	59.35'		
C8	LOT 7	72.37'	70.00'	59°14'17"	S74°47'40"E	69.19'		

NOTE: ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST BY NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

LOCATION MAP



ASPEN TRAIL ESTATES

LOT 3, CSM VOL. 27, PGS. 317-322, BEING PART OF THE NE 1/4 OF THE SE 1/4, AND PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 18, T. 15 N.-R. 23 E., TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

ALLODIAL, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE PLAT.

ALLODIAL, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1. TOWN OF SHEBOYGAN
2. SHEBOYGAN COUNTY PLANNING
3. DEPARTMENT OF ADMINISTRATION
4. CITY OF SHEBOYGAN
5. VILLAGE OF KOHLER

IN THE PRESENCE OF:

JEFFREY B. ELGIN, MANAGING MEMBER

WENDY L. ELGIN, MANAGING MEMBER

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, JEFFREY B. AND WENDY L. ELGIN, MANAGING MEMBERS, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MANAGING MEMBERS OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, _____ WS.

MY COMMISSION EXPIRES: _____

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, LAURA HENNING-LORENZ, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF SHEBOYGAN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS

OF _____, 20____, AFFECTING THE LANDS INCLUDED IN ASPEN TRAIL ESTATES.

DATE _____ LAURA HENNING-LORENZ, COUNTY TREASURER

TOWN TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, DARLA FREE, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE TOWN OF SHEBOYGAN, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS

OF _____, 20____, AFFECTING THE LANDS INCLUDED IN ASPEN TRAIL ESTATES.

DATE _____ DARLA FREE, TOWN TREASURER

SHEBOYGAN COUNTY PLANNING AGENCY

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

APPROVED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF SHEBOYGAN COUNTY THIS _____ DAY OF _____, 20____.

FOND DU LAC COUNTY PLANNING AGENCY

BY _____
EMILY G. STEWART, COUNTY PLANNER

CONSENT OF CORPORATE MORTGAGEE

OOSTBURG STATE BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ALLODIAL, LLC, OWNER.

IN WITNESS WHEREOF, THE SAID OOSTBURG STATE BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY THOMAS LEIBHAM, VICE PRESIDENT, AND COUNTERSIGNED BY JON GROSSHUESCH, PRESIDENT, AT OOSTBURG, WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED ON THIS

_____ DAY OF _____, 20____.

OOSTBURG STATE BANK

THOMAS LEIBHAM, VICE PRESIDENT

JON GROSSHUESCH, PRESIDENT

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THOMAS LEIBHAM, VICE PRESIDENT AND JON GROSSHUESCH, PRESIDENT OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND VICE PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC,
FOND DU LAC, WISCONSIN

MY COMMISSION EXPIRES: _____

TOWN BOARD RESOLUTION

RESOLVED, THAT THE PLAT OF ASPEN TRAIL ESTATES IN THE TOWN OF SHEBOYGAN, WISCONSIN, ALLODIAL, LLC, IS HEREBY APPROVED BY THE TOWN BOARD.

APPROVED _____
DATE _____ DANIEL HEIN
TOWN CHAIRPERSON

SIGNED _____
DATE _____ DANIEL HEIN
TOWN CHAIRPERSON

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF SHEBOYGAN, WISCONSIN, THE

_____ DAY OF _____, 20____.

SIGNED _____
DATE _____ CATHY CONRAD, TOWN CLERK

CITY OF SHEBOYGAN PLAN COMMISSION CERTIFICATE (EXTRATERRITORIAL)

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

APPROVED THIS _____ DAY OF _____, 20____.

SHEBOYGAN PLAN COMMISSION

CHAIRPERSON _____

ATTEST: _____
SECRETARY

VILLAGE OF KOHLER PLAN COMMISSION CERTIFICATE (EXTRATERRITORIAL)

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

APPROVED THIS _____ DAY OF _____, 20____.

KOHLER PLAN COMMISSION

THOMAS SCHNETTLER, CHAIRPERSON

ATTEST: _____
LAURIE LINDOW, CLERK

SURVEYOR'S CERTIFICATE

I, ERIC R. OTTE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE PLAT OF ASPEN TRAIL ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 3, CERTIFIED SURVEY MAP, RECORDED IN VOLUME 27, PAGES 317-322, CERTIFIED SURVEY MAPS, SHEBOYGAN COUNTY REGISTER OF DEEDS OFFICE, BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, T. 15 N.-R. 23 E., TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION, AND PLAT BY THE DIRECTION OF ALLODIAL, LLC, OWNER OF SAID LAND. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE VILLAGE OF KOHLER, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY AND THE CITY OF SHEBOYGAN IN SURVEYING, DIVIDING, AND MAPPING THE SAME.



ERIC R. OTTE, P.L.S. NO. 5-2440

J.E. ARTHUR AND ASSOCIATES, INC.
FOND DU LAC, WISCONSIN 54935

DATED THIS 3RD DAY OF

APRIL, 20 17.

REVISED THIS MAY 8TH, 20 17.

REVISED THIS _____, 20____.
PROJECT NO.: 770.4628

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified May 15th, 20 17
Department of Administration

III

R. O. No. _____ - 17 - 18. By Finance Director. June 5, 2017.

Submitting a financial report of the City of Sheboygan for the period commencing January 1, 2017 and ending March 31, 2017.

Finance Director

Consent

**CITY OF SHEBOYGAN
GENERAL FUND REVENUES
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
Taxes	15,406,665	10,796,769	70.1%
Taxes (Other than Property)	1,400,930	72,118	5.1%
Licenses & Permits	902,990	229,966	25.5%
Intergovernmental Revenue	14,467,776	495,498	3.4%
Charges for Services	1,502,760	337,460	22.5%
Fines and Forfeits	284,850	179,536	63.0%
Interest on Investments	228,500	-	0.0%
Miscellaneous Revenue	131,650	77,884	59.2%
Other Financing Sources	1,653,739	-	0.0%
Total Revenues	35,979,860	12,189,231	33.9%

OVERVIEW

Year-to-date revenues project to be at budget.

TAXES

70.1% of the tax levy has been collected YTD.

TAXES (OTHER THAN PROPERTY)

This category consists mainly of payments in lieu of tax. The majority of these revenues are paid by the water utility at year end.

LICENSES AND PERMITS

This category consists mainly of Building Inspection Department issued permits, liquor and operator licenses and dog and cat licenses. This category is at budget for the year.

INTERGOVERNMENTAL REVENUE

This category consists mainly of state revenues: highway and transportation aids; state shared revenue, expenditure restraint revenue and recycling grants. The majority of the payments are received in April, July and November. This category is expected to be at budget for year end.

CHARGES FOR SERVICES

This category consists mainly of recycling fees, park permits and rentals, cemetery charges, etc. This category is expected to be at budget for the year.

FINES AND FORFEITS

This category consists of mainly court penalty costs and forfeitures and parking tickets. This category is above projected budget at this time due to the winter parking ticket fines.

INTEREST ON INVESTMENTS

This category is recorded in December.

MISCELLANEOUS REVENUE

This category consists of city building rentals and sale of equipment. This category is expected to be at budget for the year.

OTHER FINANCING SOURCES

This category is for interfund transfers of funds. These are usually done in June and December.

**CITY OF SHEBOYGAN
GENERAL FUND EXPENDITURES
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
General Government	3,705,213	847,971	22.9%
Public Safety	20,666,502	5,006,463	24.2%
Public Works	8,405,579	1,830,983	21.8%
Health and Human Services	249,821	47,497	19.0%
Culture/Recreation	2,483,926	538,209	21.7%
Conservation and Development	351,149	72,124	20.5%
Intergovernmental	3,367	-	0.0%
Unclassified	179,716	58,537	32.6%
Total Expenditures	36,045,273	8,401,784	23.3%

OVERVIEW

Year-to-date expenditures projected to be under budget.

GENERAL GOVERNMENT

Year-to-date expenditures under budget due to unused budget for retirement contingencies.

PUBLIC SAFETY

This program area is expected to be within budget.

PUBLIC WORKS

This program area is expected to be within budget.

HEALTH AND HUMAN SERVICES

This program area is expected to be within budget.

CULTURE AND RECREATION

This program area is expected to be within budget.

CONSERVATION AND DEVELOPMENT

This program area is expected to be within budget.

INTERGOVERNMENTAL

This program area is expected to be within budget.

UNCLASSIFIED

This program area is for bad debt expense and tax appeals. The \$58,537 was a tax appeal for a manufacturing personal property for 2015.

**CITY OF SHEBOYGAN
OTHER FUND REVENUES
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
Special Revenue Funds	10,164,634	3,545,789	34.9%
Debt Service Funds	7,838,105	4,492,324	57.3%
Capital Project Funds	19,463,520	829,026	4.3%
Proprietary Funds	23,489,403	5,023,140	21.4%
Water Utility	8,179,031	1,729,165	21.1%
Fiduciary Funds	20,195	1,381	6.8%
Total Other Funds	69,154,888	15,620,825	22.6%

OVERVIEW

Revenue is over budget for the Special Revenue Funds and Debt Service due to the 70% of the tax levy collected YTD.

SPECIAL REVENUE FUNDS

These funds consist of Police Meg Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Marina, Redevelopment Authority, Storm Water and the E. H. Maywood Park. These funds are over budget YTD due to the 70% of the tax levy collected at this time.

DEBT SERVICE FUNDS

These funds consist of the general obligation debt fund and numerous TID funds. This is above budget due to the collection of 70% of the tax levy which totaled \$4,265,273.

CAPITAL PROJECTS FUNDS

These funds consist of the capital project fund, capital improvements fund, industrial park fund and TID 6, 12 & 16 capital project funds. The majority of the revenue will be from general obligation notes, grants & contributions which will be received in later months.

PROPRIETARY FUNDS

These funds consist of wastewater, transit, parking utility, boat facilities, motor vehicle, health insurance, liability insurance, workers compensation, information technology & water utility funds. These funds are slightly below budget due to state & federal subsidies that are received in later months.

WATER UTILITY FUND

The water utility is operated separately from the City of Sheboygan and presents their own financial reports.

FIDUCIARY FUNDS

These funds consist of the cemetery perpetual care and Everhard/Forrer trust funds. Approximately 50% of the budgeted revenue is for interest on investments and recorded at year end.

**CITY OF SHEBOYGAN
OTHER FUND EXPENDITURES
Year-To-Date as of March 31, 2017**

	Annual Budget	Year To Date	Percentage of Budget
Special Revenue Funds	11,009,233	1,695,514	15.4%
Debt Service Funds	7,649,846	128,659	1.7%
Capital Project Funds	18,961,709	713,278	3.8%
Proprietary Funds	24,111,491	5,608,267	23.3%
Water Utility	5,652,721	1,254,879	22.2%
Fiduciary Funds	2,000	-	0.0%
Total Other Funds	67,387,000	9,400,597	14.0%

OVERVIEW

Overall the funds are expected to be within budget for the year.

SPECIAL REVENUE FUNDS

Expenditures are under budget due to interfund expenses and other contracted services occurring later in the year.

DEBT SERVICE FUNDS

The majority of debt expense occurs in April and October.

CAPITAL PROJECT FUNDS

The majority of expenditures will occur after the City has borrowed for the year which took place in May.

PROPRIETARY FUNDS

Proprietary fund expenses are slightly below budget through March. These funds are expected to be within budget for the year.

WATER UTILITY

The water utility is operated separately from the City of Sheboygan and presents their own financial reports.

FIDUCIARY FUNDS

The only expenses that would occur is unamortized debt expense and an interfund expense for the cemetery fund which would be recorded at year end.

II

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

Your Commission to whom was referred R. C. No. 16A-17-18 by Public Safety submitting a communication from Angela Smith who resides at 1410 Illinois Avenue raising concerns regarding activities of Thomas Industries that may possibly violate noise and lighting ordinances of the City of Sheboygan; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 30, 2017, and after due consideration, recommends filing of this report.

City Plan Commission

Consent

VI


Other Matters

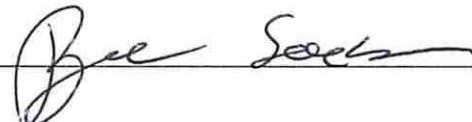
8.2

R. C. No. 16A- 17 - 18. By PUBLIC SAFETY. May 15, 2017.

Your Committee to whom was referred R. O. No. 2-17-18 by the City Clerk submitting a communication from Angela Smith who resides at 1410 Illinois Ave. raising concerns regarding activities of Thomas Industries that may possibly violate noise and lighting ordinances of the City of Sheboygan; recommends that the document be referred to the City Plan Commission.

City Plan





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

4.5

R. O. No. 2 - 17 - 18. By CITY CLERK. May 1, 2017.

Submitting a communication from Angela Smith who resides at 1410 Illinois Ave. raising concerns regarding activities of Thomas Industries that may possibly violate noise and lighting ordinances of the City of Sheboygan.

Pub. Safety

City Clerk

Richards, Susan

From: Scott Lewandoske <sheboygan@bytehead.com>
Sent: Tuesday, April 25, 2017 6:47 AM
To: Richards, Susan
Subject: Citizen complaint

Sue,

yesterday, i received the following message as a private message on Facebook. Could this be referred to a committee for action? I'm not sure which committee, since committees were just reorganized.

This is from Angela Smith. "

I live at 1410 illinois avenue. I voted for you as alderman. Ive been living here a while now, and every spring, Thomas Industries starts opening windows and garage door at night and all 8 of us over here have a hard time sleeping. when summer comes, we can absolutely NOT have windows open at night because of the noise created from Thomas Industries. We are forced to make our 6 kids sleep on the living room floor, by the air conditioner, while my husband and I are miserably hot. There are noise ordinances; there are zoning areas, and I dont think they are related at all. If our neighborhood is zoned mixed (I dont know what its zoned), its irrelevant because do not the residents of this neighborhood have a right to peace and quiet between the hours of 11pm and 7am? I have called the police about this, on especially loud nights, when the worker is playing on the forklift, and I have to hear the beep beep backing up, and when they throw metal blocks (whatever they melt) into the metal machine.. the dispatcher s are rude, and the cops think they cant do anything; li, e I have no right to complain, because, "its a factory". Are they out of the police' jurisdiction?? Also, they have bright led spot lights installed in their parking lot now. They are in violation of the city lighting ordinance. I called and think I spoke to the building inspector or person in charge of enforcing lighting?? Anyways, he told me he would look into it and it would take some time. How long shall I keep on waiting, because this was 9 MONTHS AGO!!! I appreciate the assistance and dedication u provide to citizens in Sheboygan. I was born and raised here, and I believe there MUST BE something u can help me with, as ive been trying for years. I cant just pack up because we have 6 children. There is like no 3 bedrooms available, much less 4 as we would need. Only one of our children is a boy, 9, the girls are 16, 14, 13, 11, and 5... too many to stuff in one room, so, we would HAVE to have a 4 bedroom, and those are rare. Our rent is \$575 here, and even if we found another 4 bedroom somehow, chances are either its a dump; or its Way above our price range. So, we are really stuck here. And we cant stand the noise. we are the only house directly facing the garage where the noise is amplified. Also, mpst of our neighbors on this block are older, therefore may not hear as well, so not to complain about the noise. Hopefully, u will be able to help!!!!"

Scott Lewandoske
5th District Alderman.

III

R. O. No. _____ - 17 - 18. By SHEBOYGAN TRANSIT COMMISSION. June 5, 2017.

Your commission to whom was referred Res. No. 6-17-18 authorizing the Purchasing Agent to enter into contract for the purchase of a Full Size Pickup truck equipped with rear lift gate for the Sheboygan Parking Utility; recommends the request be approved.

Sheboygan Transit Commission

III

5.4

Res. No. 6 - 17 - 18. By Alderperson Wolf. May 1, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Full Size Pickup truck equipped with rear lift gate for the Sheboygan Parking Utility.

WHEREAS: The Sheboygan Parking Utility has a need to upgrade one of their current pickup trucks and has included a replacement in their 2017 Capital Improvements Budget and;

WHEREAS: The Four Wheel Drive Crew Cab truck with rear lift gate required is available to purchase through the State of WI State Contract which also allows for the City of Sheboygan to waive competitive bidding and:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford of Hartford, WI for the purchase of a 2017 Ford F-150 with lift gate in the amount of \$34,997.50 including license and title. Finally, the Vehicle to be replaced will be sold at auction following the receipt of the new vehicle.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$34,997.50 on Account # 65095000-641200 in payment of same.

Transit.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

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

Your Commission to whom was referred R. O. No. 32A-17-18 by City Clerk for an application from Reinhart Attorneys at Law at the request of their client, Kohler Co., a Wisconsin corporation ("Kohler"), enclosing the Annexation Petition for lands in the vicinity of Stahl Road (CTH KK) and 12th St. (CTH V) in the Town of Wilson; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 30, 2017, and after due consideration, recommends approval of the R. O.

City Plan Commission

II

R. O. No. 32^A 17 - 18. By CITY CLERK. May 15, 2017.

Submitting a communication from Reinhart Attorneys at Law at the request of their client, Kohler Co., a Wisconsin corporation ("Kohler"), enclosing the Annexation Petition for lands in the vicinity of Stahl Road (CTH KK) and 12th St. (CTH V) in the Town of Wilson.

City Plaw

City Clerk



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

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

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

May 15, 2017

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

PERSONAL DELIVERY AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Dear Ms. Richards:

Re: Notice of Intention to Circulate
an Annexation Petition

At the request of my client, Kohler Co., a Wisconsin corporation ("Kohler"), I enclose Annexation Petition for lands in the vicinity of Stahl Road (CTH KK) and 12th Street (CTH V) in the Town of Wilson.

Please feel free to contact me at 414-298-8331 or at dtomczyk@reinhartlaw.com with any questions or comments.

Yours very truly,

A handwritten signature in black ink, appearing to read "Deborah C. Tomczyk", is written over a horizontal line. The signature is fluid and cursive.

Deborah C. Tomczyk

Encs.



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

PETITION FOR DIRECT ANNEXATION BY ONE-HALF APPROVAL

The undersigned hereby petition the City of Sheboygan, Sheboygan County, Wisconsin, for annexation to the City of Sheboygan of the territory contiguous to the City of Sheboygan but lying in the Town of Wilson, Sheboygan County, Wisconsin, legally described in the legal description and depicted on the scale map both attached hereto as Exhibit A.

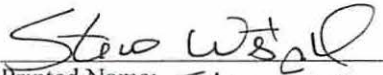
This petition is for direct annexation by one-half approval under Wisconsin Statute Section 66.0217(3)(a). Those signing this petition constitute a number of qualified electors residing in the territory to be annexed equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election and the owners of at least one-half of the real property in assessed value within the territory to be annexed. The population of the total territory to be annexed is 6 adults and 3 children.

The purpose of the annexation is to make City of Sheboygan services available to the territory and to ready the territory for development consistent with the City of Sheboygan's 2011 Comprehensive Plan. Those signing this petition request that the territory be zoned SR-5 simultaneously with the annexation.

ELECTOR OR OWNER					
Signature	Printed Name	Elector or Owner	Property Tax ID	Property Address	Date Signed
	<u>TIMOTHY D ADAMS</u>	<u>ELECTOR</u>	59030458001	1131 Zientek Lane, Town of Wilson	May <u>8</u> , 2017
	<u>Stephanie Adams</u>	<u>Elector</u>	59030458001	1131 Zientek Lane, Town of Wilson	May <u>8</u> , 2017

CERTIFICATION OF CIRCULATOR

I, Steven Westphal, residing at 4637206 Fairfield St, Cedarburg, WI, certify that I am a qualified elector of the State of Wisconsin. Commencing on May 8, 2017 and terminating on May 15, 2017, I personally circulated this petition and personally obtained each of the above signatures. I know that Timothy D. Adams and Stephanie A. Adams are electors of the jurisdiction in which the petition is circulated, that they signed this petition with full knowledge of its contents and that they reside at the above address. Further, I certify that, by actual count, the population of the territory for which these electors are petitioning consists of 2 adults and 3 children. I am aware that falsifying this certification is punishable under Wis. Stat. §12.13(3)(a).


 Printed Name: Steven Westphal


Dated: May 15, 2017

State of Wisconsin)
 : SS
 Sheboygan County)

This instrument was acknowledged before me on May 15, 2017 by Steven Westphal.

[Seal]




 (Diane Garrigan)
 Notary Public, State of Wisconsin
 My commission 1/26/18

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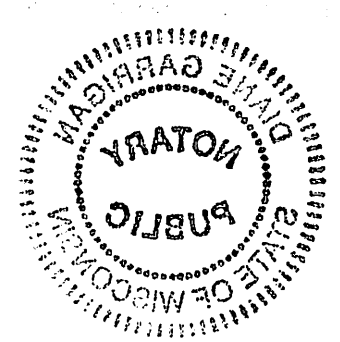
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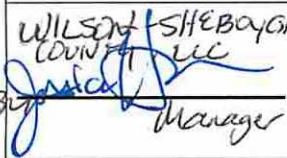


PETITION FOR DIRECT ANNEXATION BY ONE-HALF APPROVAL

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ELECTOR OR OWNER					
Signature	Printed Name	Elector or Owner	Property Tax ID	Property Address	Date Signed
	Jessica Polakowski	Owner	59030468820	5721 Sherwood Drive, Town of Wilson 0 acres	May 12, 2017

CERTIFICATION OF CIRCULATOR

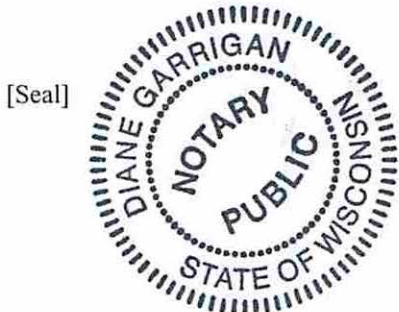
I, Steven Westphal, residing at W637206 Fairfield St. Cedarburg, WI certify that I am a qualified elector of the State of Wisconsin. Commencing on May 8, 2017 and terminating on May 15, 2017, I personally circulated this petition and personally obtained the above signature. I know that Jessica Hutson Polakowski is an authorized signatory of Wilson -- Sheboygan County, LLC, owner of the above-described-property located in the jurisdiction in which the petition is circulated, that she signed this petition with full knowledge of its contents and that she certifies that Wilson -- Sheboygan County, LLC owns the above property. I am aware that falsifying this certification is punishable under Wis. Stat. §12.13(3)(a).



 Printed Name: Steven Westphal

Dated: May 15, 2017

State of Wisconsin)
 : SS
 Sheboygan County)

This instrument was acknowledged before me on May 15, 2017 by Steven Westphal.




 (Diane Garrigan)
 Notary Public, State of Wisconsin
 My commission 4/26/18

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PETITION FOR DIRECT ANNEXATION BY ONE-HALF APPROVAL

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ELECTOR OR OWNER

Signature	Printed Name	Elector or Owner	Property Tax ID	Property Address	Date Signed
BY:  River Trails Owners Association, Inc.	Michael Betz	Owner	59030471211	River Trails Outlot 1, Town of Wilson .40 acres	May <u>9</u> , 2017
			59030471212	River Trails Outlot 2, Town of Wilson .15 acres	
			59030471213	River Trails Outlot 3, Town of Wilson .15 acres	
			Part of 59030471214	River Trails Outlot 4, Town of Wilson .45847107 acres	
			59030471215	River Trails Outlot 5, Town of Wilson .15 acres	

PETITION FOR DIRECT ANNEXATION BY ONE-HALF APPROVAL

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The purpose of the annexation is to make City of Sheboygan services available to the territory and to ready the territory for development consistent with the City of Sheboygan's 2011 Comprehensive Plan. Those signing this petition request that the territory be zoned SR-5 simultaneously with the annexation.


ELECTOR OR OWNER					
Signature	Printed Name	Elector or Owner	Property Tax ID	Property Address	Date Signed
Kohler Co. By:  Steven J Cassidy		Owner	59030458001	1131 Zientek Lane, Town of Wilson 2.4 acres	May 15, 2017
			59030471226	River Trails Lot 11, Town of Wilson .91 acres	
			59030471225	River Trails Lot 10, Town of Wilson .39 acres	
			59030471224	River Trails Lot 9, Town of Wilson .36 acres	
			59030471216	River Trails Lot 1, Town of Wilson 2.25 acres	
			59030458050	S 1/2 of SE SW, SEC 11, Town of Wilson 10.37 acres	
			59030458110	Prt S 1/2 Gov't Lot 4, Sec 11, Town of Wilson 3.62 acres	
			59030458180	All that prt of NE NW Sec 14, Town of Wilson 26.30 acres	
			59030458160	Gov't Lot 1, Town of Wilson 63.0 acres	
			59030458190	All that prt of SE NW, Sec 14, Town of Wilson 29.70 acres	
59030458170	Gov't Lot 2, Town of Wilson 49.50 acres				

EXHIBIT A

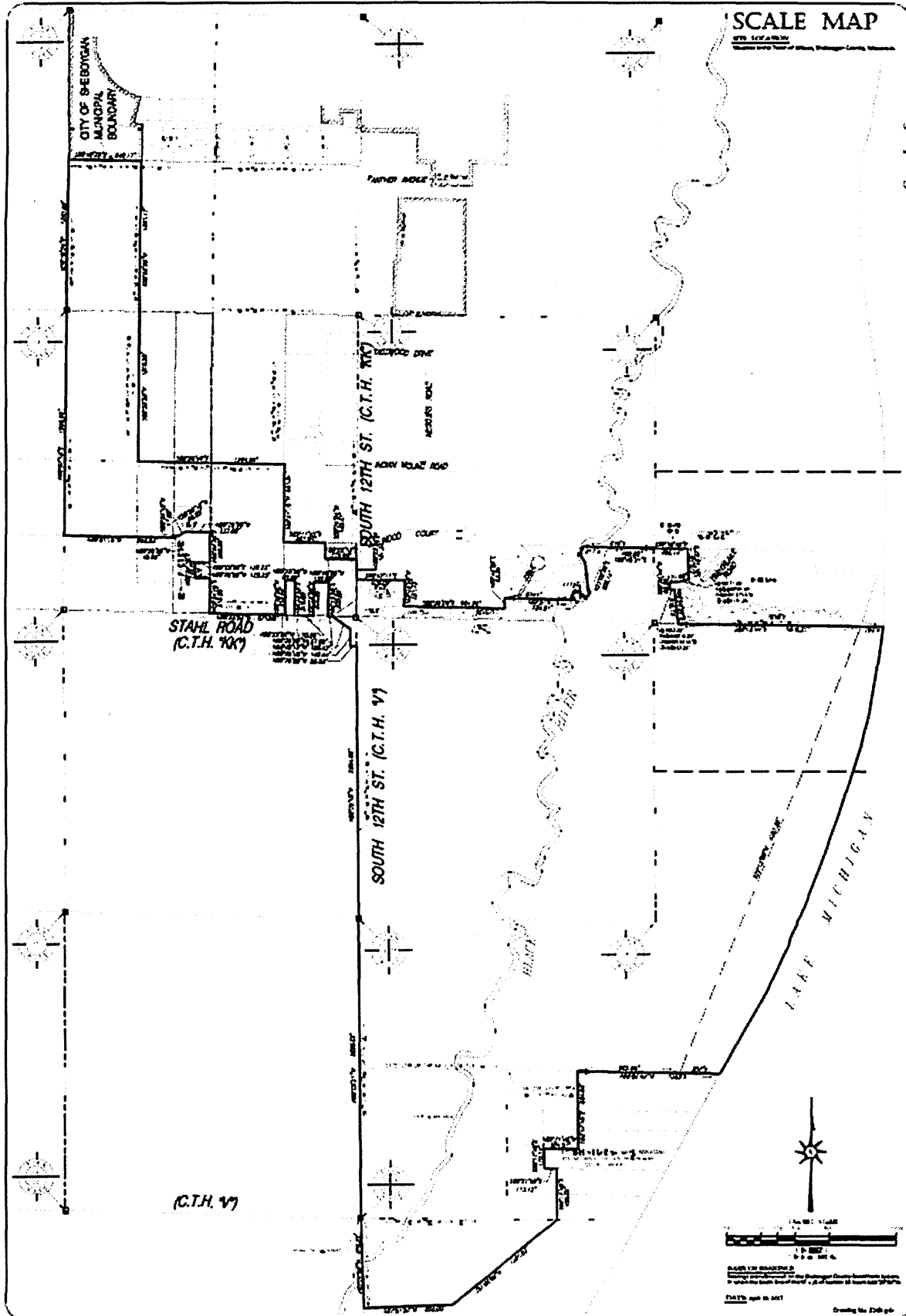
LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED

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

Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the

Southeast 1/4 of Section 10; thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

SCALE MAP OF THE TERRITORY TO BE ANNEXED



Electors

Name	Address
Timothy D. Adams	1131 Zientek Lane, Sheboygan, WI 53081-
Stephanie A. Adams	1131 Zientek Lane, Sheboygan, WI 53081-
Todd Heider	5721 Sherwood Drive, Sheboygan, WI 53081-
Wendy Heider	5721 Sherwood Drive, Sheboygan, WI 53081-
Nina Stapel	1202 Stahl Road, Sheboygan WI 53081-8897
John Siegworth	1314 Stahl Road, Sheboygan, WI 53081-

Owners

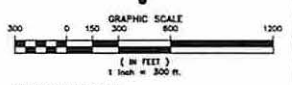
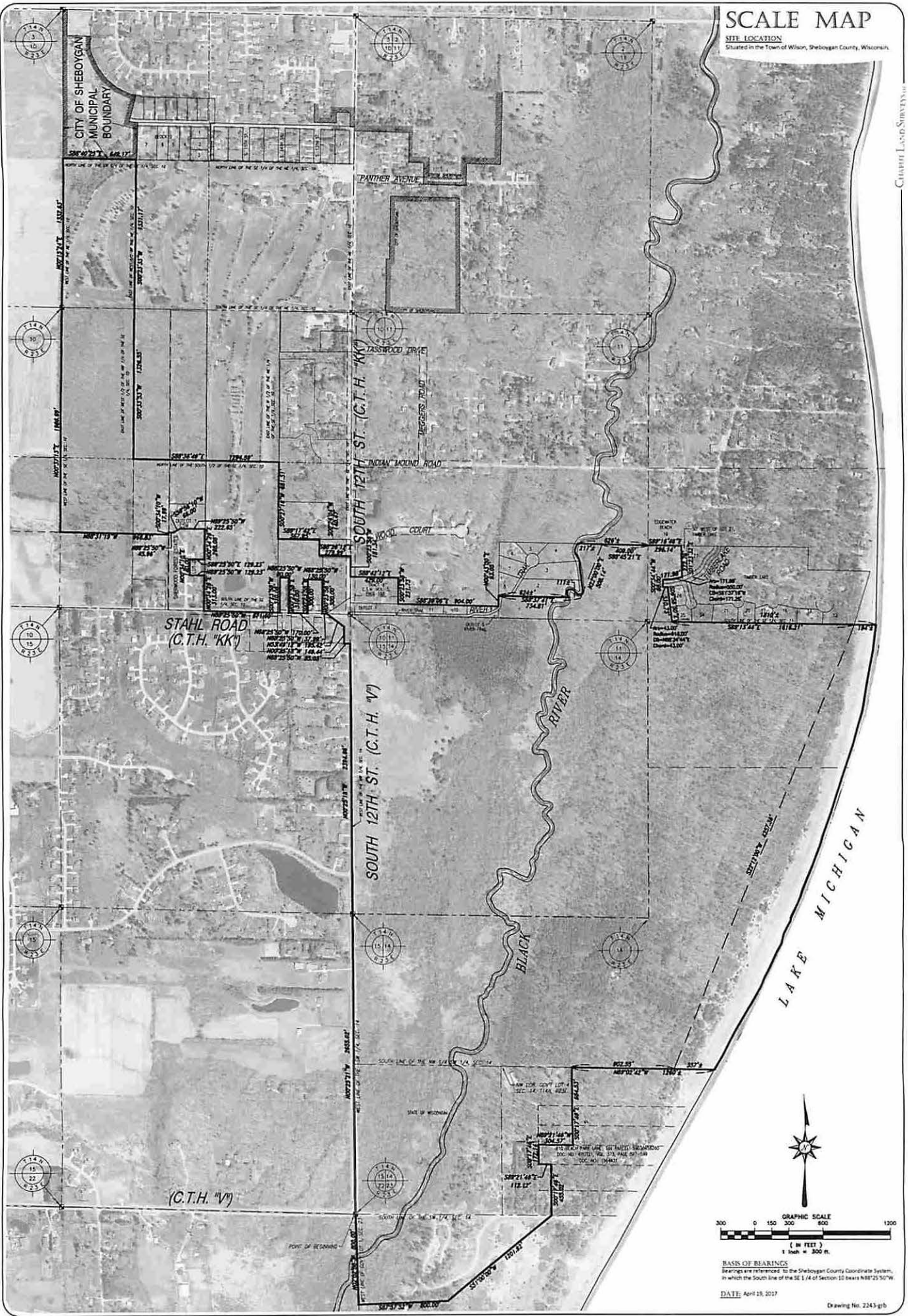
Owner	Mailing Address	Property Tax ID	Average of Parcel	Property Description or Address	Assessed Value	Total Assessed Value
Wilson — Sheboygan County, LLC	22 East Millin Street, Suite 600, P.O. Box 2018, Madison WI 53701-2018	59030468820	0.2	5721 Sherwood Drive	\$ 283,200.00	\$ 283,200.00
Nina Stapel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

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

SCALE MAP

SITE LOCATION
Sited in the Town of Wilson, Sheboygan County, Wisconsin.

Clayton L. Smith Surveyors



BASIS OF BEARINGS
Bearings are referenced to the Sheboygan County Coordinate System, in which the South line of the SE 1/4 of Section 10 bears N88°29'50"W.

DATE: April 28, 2017

Drawing No. 2243-gfb

II

R. O. No. - 17 - 18. By DIR. OF PLANNING AND DEVELOPMENT. June 5, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, for the National Oceanic and Atmospheric Administration (NOAA) Great Lakes Environmental Research Laboratory to dock a 55-foot NOAA research vessel at South Pier from June 5 to June 23, 2017 and waiving any docking fees. NOAA and NASA are partnering on a joint venture to complete research on long shore winds along the lakefront and how they may affect ozone levels in Sheboygan County. Approximately 20 researchers from the two organizations will be working out of the Port of Sheboygan. During the evening, NOAA will offer public tours and meet the research opportunities for the public to learn more about the project that the two organizations are working on.

*Suspend
&
Approve request*

Director of Planning and
Development

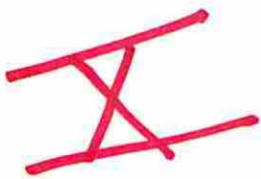
II

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

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

Director of Planning and Development

*Lies over
to June 19th*



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

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

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

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

LEGAL DESCRIPTION

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4, part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows: Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line 149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence

City Plan

North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10; thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along

said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South $88^{\circ}39'06''$ East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North $00^{\circ}43'00''$ East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South $88^{\circ}37'41''$ East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South $88^{\circ}37'41''$ East 111 feet more or less from the thread of Black River; thence North $22^{\circ}00'00''$ East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South $88^{\circ}45'21''$ East 217 feet more or less from the thread of Black River; thence South $88^{\circ}45'21''$ East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South $89^{\circ}16'46''$ East along the South line of said Lot 296.14 feet to a point; thence South $01^{\circ}23'32''$ East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South $81^{\circ}37'16''$ West 171.28 feet to a point; thence South $00^{\circ}34'44''$ West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North $88^{\circ}34'44''$ East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South $06^{\circ}58'30''$ East along the West line of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South $89^{\circ}13'44''$ East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North $89^{\circ}13'44''$ West 194 feet more or less from the shore of Lake Michigan; thence South $22^{\circ}12'00''$ West along said meander line 4257.36 feet to a meander corner, said point being North $89^{\circ}02'42''$ West 357 feet more or less from the shore of Lake Michigan; thence North $89^{\circ}02'42''$ West 902.55 feet to a point; thence South $00^{\circ}17'46''$ East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North $89^{\circ}21'46''$ West along said North line 304.57 feet to the Northwest corner of said lands; thence South $00^{\circ}17'46''$ East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South $89^{\circ}21'46''$ East along the South line of said lands 112.12 feet to a point; thence South $00^{\circ}17'46''$ East 455.02 feet to a point; thence South $51^{\circ}00'00''$ West 1201.92 feet to a point; thence South $87^{\circ}57'52''$ West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North $02^{\circ}02'08''$ West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

James A. Bohren
Paul Sauer

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Owners

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

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

II

Other Matters

8.6

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

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

City Plan

City Clerk

MAP

OFFICE USE ONLY
APPLICATION NO.:
RECEIPT NO.: 170612
FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Kohler Co. PHONE NO.: (414) 298-8331
Attn: Deborah C. Tomczyk, Runkart Boerner VanDeuren, S.C.
ADDRESS: 1000 N Water Street Suite 1700 E-MAIL: dtomczyk@reinhardtllaw.com
Milwaukee WI 53202
OWNER OF SITE: Kohler Co and others PHONE NO.: (414) 298-8331

2. DESCRIPTION OF THE SUBJECT SITE

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

PARCEL NO. See Attached MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Town of Wilson P1, A2A3, R1

PROPOSED ZONING DISTRICT CLASSIFICATION: R-5

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

Recreational residential undeveloped

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

Recreational, residential

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

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

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

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

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

See written justification

4. CERTIFICATE

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

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

Deborah C. Tomczyk
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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



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

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

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

May 15, 2017

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

PERSONAL DELIVERY AND VIA EMAIL

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

Dear Mr. Sokolowski:

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

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

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

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

Yours very truly,


Deborah C. Tomczyk

36046725

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

Encs.

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

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 170612

License No: 0000

Date: 05/15/2017

Received By: MMD

Received From: KOHLER COMPANY

Memo: REZONE OF TOWN OF WILSON PROPERTIES

Method of Payment: \$200.00 Check No. 434633

Total Received: \$200.00

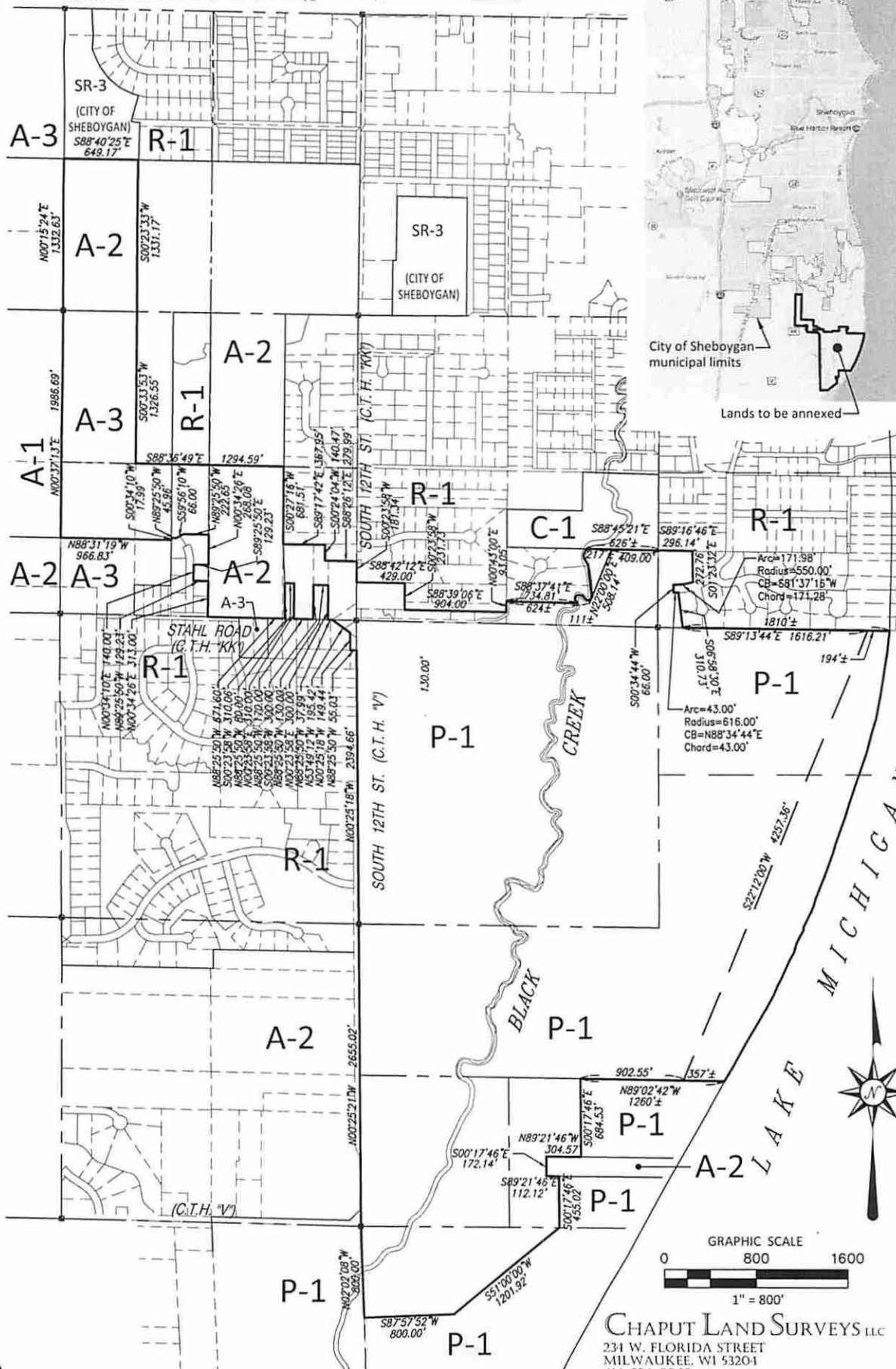
<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

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

ZONING EXHIBIT

SITE LOCATION

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



CHAPUT LAND SURVEYS LLC
 231 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-221-8068
 www.chaputlandsurveys.com Drawing No. 2243-grb

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Juergen Behm
5650 Evergreen Drive
Sheboygan, WI 53081-8736

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

John Siegworth
1314 Stahl Road
Sheboygan, WI 53081-8896

Nina Stapel
1202 Stahl Road
Sheboygan, WI 53081-8897

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

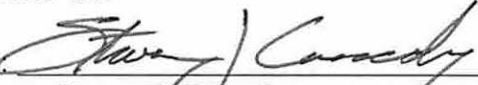
opposed to nonconforming) uses by the rezoning. Subject to issuance of conditional use permits, portions of the lands owned by Kohler could be developed for outdoor recreational uses.

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

[SIGNATURE PAGE FOLLOWS]

Signature of Owner:


Kohler Co.

By: 

Name: Steven J. Cassady

Title: Vice President – Supply Chain and
Operations Support

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



Name: Steven Westphal

Title: Lead Attorney, Kohler Co.

Owner's Name and Address:

Kohler Co.

444 Highland Drive

Kohler, WI 53044-1515

Attn: Steven Westphal, Lead Attorney

Phone Number of Owner:

920-803-4890

Agent for Owner:

Deborah C. Tomczyk, Esq.

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 2100

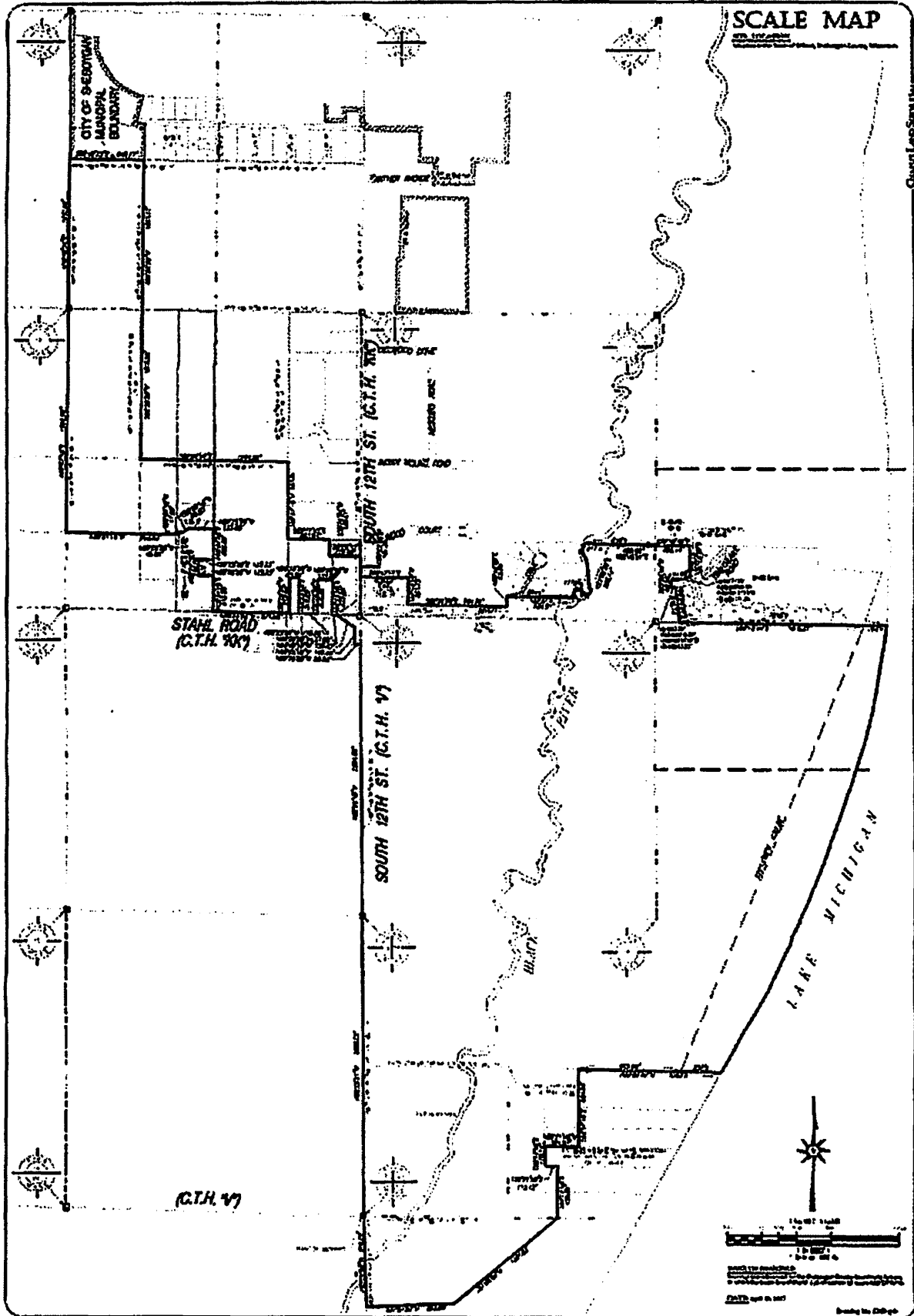
Milwaukee, WI 53202

Phone: 414-298-8331

Email: dtomczyk@reinhartlaw.com

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

SCALE MAP OF THE TERRITORY TO BE ANNEXED



II

R. O. No. _____ - 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 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 7th Street to South 13th Street.

Bd. of Water

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 7th street to South 13th 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 replacement of water laterals. The work is in conjunction with Broadway Avenue project from 7th Street to South 13th 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 - (b) 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.

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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

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920-627-3785

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I look forward to your response
Thank You

Terence Doyle
24519th Street CT
Sheboygan Falls, WI 53087

920-617-3782

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. *Ditner 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. *Ditberner 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).

III

R. O. No. _____ - 17 - 18. By City Administrator. June 5, 2017.

Submitting for information, an updated purchasing policy consistent with City Ordinances and/or State Statutes which I deem necessary for the efficient procurement of goods and services. Pursuant to sec. 2-338(e), a copy of such policies, rules and regulations shall be filed with the City.

Finance & Personnel

City Administrator

PURCHASING POLICY

I. PURPOSE

To allow the City to acquire, on a competitive basis, all goods and services at the best value possible and operate in a manner than maximizes the effectiveness and efficiency of services provided by the City.

II. POLICY

This policy establishes a Purchasing Office and a Purchasing Agent. The Purchasing Office will have the responsibility to institute and maintain an effective and economical program for the purchase of goods and services. The Purchasing Agent, reporting to the Finance Director, will ensure the proper and efficient administration of this program, and monitor compliance with these procedures, rules and regulations throughout City operations.

The purpose of the purchasing program is to enable departments to acquire needed equipment, materials, supplies and services of suitable quality for the purpose intended from the lowest priced responsible and responsive bidder while enhancing competition and providing fair opportunity and equitable treatment for all vendors.

This will be accomplished by utilizing a combined effort between City departments and the Purchasing Office. The Purchasing Office will concentrate efforts on standardizing and centralizing purchases of common use items among all departments while enlisting individual department's expertise in purchasing specialized items unique to their departments. When purchasing these specialized items, the individual departments become responsible for ensuring that the provisions of this policy are followed.

The policy pertains to all agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Failure to comply with this policy may result in loss of individual purchasing authority and/or disciplinary action up to and including discharge.

III. DEFINITIONS

Auction Administrator. The Purchasing Agent shall be assigned by the City to assist departments in selecting an auction type and venue, establish procedures and responsibilities, and conduct online auctions for the sale of surplus supplies or equipment.

Bid. A formal price solicited from a vendor for a good or service. Bids are required to conform to specific terms and well defined specifications contained in the solicitation documents. A sealed written bid is required with public notice setting a specific time and place to open all bids received for any project defined as public construction.

City. The City of Sheboygan, WI

Contract. An agreement between one or more parties to do something or provide specific goods or services.

Contract Cost. Total cost of a contract, whether for one or more years.

Contractual Services. Includes, but may not be limited to: telephone, gas, water, electric light, power and heating services; towel and cleaning services; leases for grounds, buildings, equipment, maintenance, office or other space required by the using department; and the rental, repair or maintenance of equipment, machinery or other property owned by the City.

Council. The Common Council of the City of Sheboygan.

Department. All agencies, departments or offices of the City and, when applicable unless otherwise provided by statute, those committees, boards or commissions which manage or operate other City properties, installations or activities.

Professional Services. Services, the value of which are substantially measured by the professional competence of the persons performing them and which are not susceptible to realistic competition by cost alone. Such services include, but shall not be limited to those customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial advisors, medical and social service providers, computer software applications, systems development/implementation, management and other consultants, promotional programs such as marketing and advertising, and such other specific services as determined by the Mayor or his/her designee.

Proposal. A plan received from a vendor and the related cost of implementing the plan. Proposals are usually requested when the specifications or scope of the services needed

cannot be adequately prepared to provide all prospective vendors a complete and accurate description of the work to be performed. Vendors are asked to propose their best solution to the needs defined in the solicitation. Proposals are often requested when soliciting costs for professional services, high-tech equipment, other specialized equipment and research and development expenditures.

Public Construction. Substantial repairs, remodeling, construction or other changes to any City owned land or building (Wisconsin Statute 62.15).

Quotation. An informal type of bid received from a vendor offering to sell a product or service. The quotation will contain specified pricing, terms and conditions of sale. The quotation may be either in writing (including a price list or catalog) or verbal, depending upon the dollar value as outlined in IV.C (2)(3).

Request for Proposal (RFP). All documents, whether attached or incorporated by reference used for soliciting proposals for professional services.

Service. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than usual reports, materials or drawings which are the end result of and incidental to the required performance.

IV. PROCEDURES

A. PURCHASING MANUAL

The Purchasing Agent shall be responsible for updating and maintaining the procurement policy, which set forth the authorized purchasing procedures and the rules and regulations in connection therewith which shall be approved by the Common Council.

B. DEPARTMENT SPECIFIC PURCHASES

In order to take advantage of the technical expertise within the various City departments, department personnel will have the authority to purchase specialized items unique to their operations. The Purchasing Office will be available to serve in an advisory capacity. However, if the department wishes, the responsibility for the purchase of these specialized items may be turned over to the Purchasing Office. The individual coordinating the purchase will be responsible for ensuring that all provisions of the procurement policy are followed. Upon request of the Purchasing Agent, departments will furnish copies of quotes and other documentation to show compliance with the procurement policy.

If a question arises over the categorization of a purchase as specialized or non-specialized, the Finance Director will make the final determination.

C. PURCHASING AND CONTRACTING LEVELS

The City Administrator shall establish, maintain, and from time to time amend, the policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection 4 below. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy.

Purchases of and contracts for supplies, materials, equipment and contractual services shall be based on competitive bids/quotations whenever practical subject to the following spending guidelines. However, for all purchases the Purchasing Agent reserves the right to coordinate the purchase of like items where such purchase is beneficial and practical to the City.

1. Purchases up to \$1,000 may be made based on the best judgment of the department making the purchase, except as section IV.D (Standard Contracts) and Information Technology related equipment, section IV.S. However, it is recommended to seek competition for these purchases for the lowest prices within the parameters of quality and delivery. Accordingly, the department is encouraged to seek competition from as many sources as reasonable to assure best price and delivery.
2. Purchases of \$5,000 or more (other than Public Works Construction Projects) require that written quotations be solicited. Additionally, any new contracts or agreements for services or equipment with an anticipated contract cost of \$50,000 or more require the approval of the Common Council prior to execution. New contracts or agreements shall be defined as those which:
 - a) Are for services or equipment procured on a special or one-time basis; or
 - b) Are not for the renewal or re-award of existing, previously approved and budgeted, ongoing operational requirements (i.e. existing maintenance agreements); or
 - c) Are not defined by either (a) or (b), but have an anticipated total contract cost in excess of \$100,000 (i.e. janitorial, etc)
3. Public Works Construction Projects. In accordance with Wisconsin Statute 62.15, all such projects for which the cost is expected to be greater than \$25,000 must be competitively bid. The City Attorney's Office will determine the applicability of this statute to individual projects.

The bidding and awarding processes are detailed in Wisconsin Statute 66.0901. All public works bids and staff recommendations will be submitted through the Public Works Committee for Common Council approval.

D. STANDARD CONTRACTS

When the Purchasing Agent has standardized the purchasing of a good or service and has issued standard purchase orders or contracts for these goods or services, such goods or services shall be purchased from the agreed upon vendor for the length of the agreement. The standard contracts will usually be let on an annual basis. Each department will be supplied with a catalog. Departments will forward requested purchases to the Purchasing Office, where requisitions to the supplier will be issued. Exceptions will be made only when the requisition clearly states the reason for which the standard item is unacceptable.

E. COOPERATIVE PURCHASING

The Purchasing Agent shall have authority to join with other units of government, with quasi-governmental agencies funded in whole or in part by the City, and with other purchasing associations in cooperative purchasing plans when the best interest of the City would be served. Competitively bid cooperative purchasing contracts onto which the City "piggybacks" are considered to have met competitive requirements, and no additional quotes are necessary. Additionally, if identical products can be obtained at a lower price than current cooperative purchasing contracts, no additional quotes are required.

F. PURCHASING FROM GOVERNMENT UNITS

Materials, supplies, machinery and equipment offered for sale by the federal, state, county government or by any municipality may be purchased without bids at prices to be agreed upon between the Purchasing Agent and the respective department for which the item is to be acquired. Expert assistance for appraisal of such items may be employed at the discretion of the Purchasing Agent.

G. SOLE SOURCE

Purchases of goods or services under \$50,000 may be made without competition when it is agreed in advance between the department and the Purchasing Office that there is a valid reason to purchase from one source or that only one source is available.

1. For sole source purchases less than \$5,000, departments other than Public Works, shall obtain verbal approval from the Purchasing Office, and document the reasons and agreement at the department level. The Purchasing Agent may suggest or assist in locating additional competitive sources.
2. For sole source purchases over \$5,000 but less than \$50,000 other than Public Works Construction Projects, a written justification shall be forwarded to the Purchasing Agent,

who will either concur with the sole source or assist in locating additional competitive sources.

3. Any sole source purchase over \$5,000 must be approved by the City Administrator.
4. The use of the sole source exception to the competitive bidding process will expire on an annual basis.

H. EMERGENCY PURCHASES

For emergency purchases greater than \$1,000, but less than \$5,000, all City departments shall enter and complete a purchase requisition in the MUNIS system and "release" for approvals. The requisition number should be provided to the vendor when placing an order. The following situations constitute an emergency under this provision of the policy:

1. Any situation in which there exists immediate and substantial danger to the health, life or property of any person or any situation in which there exists potential for increased damage to City property if the situation is not immediately remedied:
2. Any situation where the normal operation of any City department is seriously impaired or is in jeopardy of being seriously impaired; or
3. When the Mayor's Office declares an emergency.

I. PURCHASE OF RECYCLED MATERIALS

The Purchasing Agent will ensure that the average recycled content of all paper purchased by the City measured as a proportion by weight, of the fiber content of all paper products purchased in the year is not less than those percentages specified in Wisconsin Statute 66.0131 (3) (a) (2). If at all possible, when purchasing chemicals, the Purchasing Agent shall purchase non-toxic, green chemicals.

J. PURCHASE ORDER

The routine purchase of goods and services between \$1,000 and less than \$50,000 will be processed by entering a purchase order requisition into the MUNIS system. After required approvals the purchase requisition will be converted to a purchase order. The purchase order will be emailed or faxed to the vendor for processing. In no case, will goods and services be delivered prior to the vendor receiving a purchase order. Purchases under \$1,000 do not require a purchase order unless the department deems it would be beneficial.

K. SERIAL CONTRACTING

No contract or purchase shall be subdivided to avoid the requirements of this policy. Serial contracting is the practice of issuing a series of purchase orders to the same vendor for the

same community or service in any 90 day period in order to avoid the requirements of the procurement policy.

L. APPROPRIATIONS

All purchases shall be made in accordance with the appropriations (budget) that have been approved by the Common Council for the operation of the respective City departments. The responsibility for not exceeding existing appropriations rests with the department head making the requisitions or purchases.

M. LOWEST RESPONSIBLE BIDDER AND BEST VALUE CONCEPT

All purchases shall be made in accordance with the following procedures, except as otherwise provided by resolution of the Common Council:

1. Award to a responsible bidder who submits the responsive bid which is most advantageous to the City, based on quality, price and delivery. An award shall not be made without authorization of the Common Council, following a prior recommendation by the Purchasing Agent. When an award is not made to the lowest bidder, a complete statement of the reasons shall be prepared and retained in the permanent bid file.
2. When all other factors are comparable, the award shall be made to a responsible bidder whose materials are manufactured to the greatest extent in the United States. Award shall not be made on the basis if the Purchasing Agent or other person having contracting authority in respect to the purchase determines that the materials are not manufactured in the United States in sufficient or reasonably available quantities or the quality of materials is sufficiently less than the quality of similar available materials manufactured outside the United States.
3. The purchasing agent may reject any or all bids or may waive informalities in the bidding process.

N. PROCUREMENT OF SERVICES

Whenever practical, the purchase of all services should be based on competitive bids/quotations/proposals subject to the spending guidelines noted in Procedure IV (C) of this policy. This includes, but is not limited to, the following categories of services:

Professional Services. Consulting and expert services provided by an organization or individual.

Contractor Services. The furnishing of labor, time or effort by a contractor, usually not involving the delivery of specific goods or products other than those that are the end result of and incidental to the required performance.

Client Services. Those services provided directly to individuals on behalf of the City.

Construction Services. Services provided in the construction of roads, buildings or other facilities.

Technology Services. Services provided in the design, development, installation, and/or operation or maintenance of automated computer systems, including hardware and software.

If it is estimated that the service being solicited has a total cost of over \$15,000 and the value of the service is substantially measured by the professional competence of the providers rather than cost alone, it is recommended that a Request for Proposal (RFP) be used to solicit vendor responses or quality based selection criteria. The Purchasing Office is available to assist in these situations.

O. PROHIBITED BUSINESS TRANSACTIONS

Employees are not allowed to participate directly or indirectly in a purchase when the employee, or a member of the employee's family, has a financial interest in the purchase or the employee, or a member of the employee's family, is negotiating or has an arrangement concerning prospective employment with the supplier.

Purchases for services or goods should not be made from employees of the City unless the employee can be considered an independent contractor as defined by the Internal Revenue Service.

Employees of the City are not allowed to use City negotiated discounts or the City's tax exempt status to purchase goods or services for their own personal use or gain.

The City of Sheboygan Code of Ethics Policy shall be reference regarding receipt of gifts. Employees who receive offers of gifts or other improper attempts to influence purchasing decisions should report this to their supervisor and/or the Purchasing Agent, who will in turn consult with the City Attorney's Office to determine the appropriate course of action.

P. SURPLUS OR OBSOLETE SUPPLIES OR EQUIPMENT

The Purchasing Agent shall be responsible for and shall have the authority for the disposal of obsolete, excess, unused or scrap materials, supplies and equipment. All revenues shall be deposited with the Finance Department.

Q. INSURANCE REQUIREMENTS

The Purchasing Agent shall have the authority to require a performance bond or other similar instrument or surety in such amount as is reasonably necessary to protect the best interest of the City before entering into a contract.

R. OPEN RECORDS/PUBLIC INFORMATION

With few exceptions, records related to governmental purchasing are subject to public access under Wisconsin's Open Records Law. This includes, but is not limited to, quotes, bids, proposals, purchase orders and related correspondence. While employees may ask that open records requests be made in writing, the requestor is not required to do so.

1. When conducting public bid openings, the names of the bidders and certain bid details, including price shall be read aloud. In the case of RFP openings, only the names of the proposers shall be read aloud. In either case, copies of the bids or proposals are not made available, nor is inspection of the documents permitted, until contract award has been submitted for approval to the Common Council.
2. Vendors requesting confidentiality of their quotes, bids, proposals or portions thereof must identify the confidential materials as such and state the specific, legitimate reason(s), i.e. trade secret, propriety customer list.
3. Questions regarding compliance with an open records request should be referred to the City Attorney's Office.

S. INFORMATION TECHNOLOGY RELATED EQUIPMENT AND SUPPLIES

In order to ensure compatibility and maintain standards for the City's information system, all purchases of information technology equipment, supplies and services must be initiated by and acquired through the Information Technology Department. This includes, but may not be limited to, computers, software, printers, copiers, ink, toners, repair parts, support and maintenance services, telephone equipment, scanners or any peripheral device which interfaces with any part of the City's information systems. Information Technology staff should be the primary vendor point of contact for all information technology needs. In turn, the Information Technology Department is responsible for adhering to the provisions of this policy when conducting such procurement activities.

T. SHORELINE METRO

Procurement activities by or for Shoreline Metro are subject to the provisions of the Federal Transit Administration "Appendix A of Procurement Policies." A current version of this Appendix is available upon request to Shoreline Metro administrative staff. In

addition, agencies issuing paratransit service contracts through Shoreline Metro will complete a procurement checklist, attach the appropriate documentation and submit it to the Shoreline Metro Manager or his/her designee for review to ensure federal compliance.

II

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

Submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse.

Finance + Personnel

City Clerk

May 16, 2017

Sheboygan County Clerk
Attn: Jon Dolson
Administration Building – Room 129
508 New York Avenue
Sheboygan, WI 53081

(VIA PERSONAL SERVICE)

AGENT FOR STATE PROCESS SERVICE, INC.

Time of Service 1220 a am/pm

Date of Service Served upon: 5/23/17

at [Signature]

Personal Service | Substituted personal service
 Corporate Service | Filing

City of Sheboygan Clerk
Attn: Sue Richards
828 Center Avenue
Suite 100
Sheboygan, WI 53081

(VIA PERSONAL SERVICE)

NOTICE OF INJURY

Please take notice that Ms. Darlene Jesion, of 212 North Main Street, Apartment 303, Cedar Grove, Wisconsin 53013, by her attorney, Jason S. Richard of J.Richard Law Offices, LLC, presents this Notice of Injury to recover for personal injuries sustained in a trip and fall incident on or about March 21, 2017.

On or about March 21, 2017, at approximately 4:30 p.m., Ms. Jesion was walking up the front steps at the Sheboygan County Courthouse, located at 615 North 6th Street, Sheboygan, Wisconsin 53081, when she tripped and fell on a portion of concrete step that was crumbled and broken. Ms. Jesion sustained injuries as a result of this incident and is still under medical care. The amount of her claim is currently unknown.

Dated at Milwaukee, Wisconsin this 16th day of May, 2017.

J.RICHARD LAW OFFICES, LLC
Attorney for Darlene Jesion

By:

[Signature]
Jason S. Richard
SBN: 1032068

POST OFFICE ADDRESS:
133 East Garfield Avenue
Milwaukee, Wisconsin 53212
Phone: (414) 232-1792
Fax: (414) 755-7660
Email: jason@jrichardlaw.com

II

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

Submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.

Finance + Personnel

City Clerk



Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

CLAIM 04-17

NOTICE OF CLAIM FOR DAMAGES

TO: City of Sheboygan
Attn: City Clerk
2026 New Jersey Ave
Sheboygan, WI 53081-4714

PLEASE TAKE NOTICE, that pursuant to Sec. 893.80, Wis. Stats, Wisconsin Public Service Corporation, 700 North Adams Street, Green Bay, Wisconsin by Mary Ritenour, Claims Analyst, hereby gives notice that on or about June 7, 2016, the claimant suffered damage and associated loss of gas service in the area of S 17th Street and Alabama Avenue in the City of Sheboygan, Wisconsin.

PLEASE TAKE FURTHER NOTICE that at the aforementioned time and place, the claimant sustained damage to 2" PE gas main.

PLEASE TAKE FURTHER NOTICE, that all times material City of Sheboygan through its officials, employees, agents or representatives, including but not limited to City of Sheboygan Department of Public Works did strike and damage unexposed gas main during excavation with power equipment.

PLEASE TAKE FURTHER NOTICE that the damages suffered by Wisconsin Public Service Corporation were directly and proximately caused by the actions of City of Sheboygan in that its employee, in the normal course of employment, did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.



Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

City of Sheboygan


Page 2

PLEASE TAKE FURTHER NOTICE, that by reason of the aforesaid actions of City of Sheboygan, Wisconsin Public Service Corporation sustained damages for which it makes claim upon City of Sheboygan in the sum yet to be determined and such other relief as provided by law.

PLEASE TAKE FURTHER NOTICE, that Mary Ritenour is the representative of the claimant in this matter, and any request for further information should be addressed to said individual at PO Box 1132, Milwaukee, Wisconsin, 53201-1132.

Dated at Milwaukee, Wisconsin, this 12th day of May, 2017.

WE ENERGIES

By 
Mary Ritenour, Claims Analyst

P.O. ADDRESS:
We Energies
Claims, Room A145
PO Box 1132
Milwaukee WI 53201-1132
Telephone: 414-221-3788

Claim Number CL-201739733

III

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

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

*Finance
Personnel*

City Clerk

DATE RECEIVED May 31st 2017

RECEIVED BY MD

CLAIM NO. 05-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 31 '17 AM 11:33

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

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

1. Name of Claimant: Dylan Heerman

2. Home address of Claimant: 1802 S 24TH ST SHEBOYGAN, WI 53081

3. Home phone number: 414-510-9613

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

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

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

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

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

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

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

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

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

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

After speaking with city, pothole was filled in.

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

No injuries, popped both tires on passenger side of car

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

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

Auto: \$ 16350

Property: \$ ---

Personal injury: \$ ---

Other: (Specify below) \$ ---

TOTAL \$ 16350

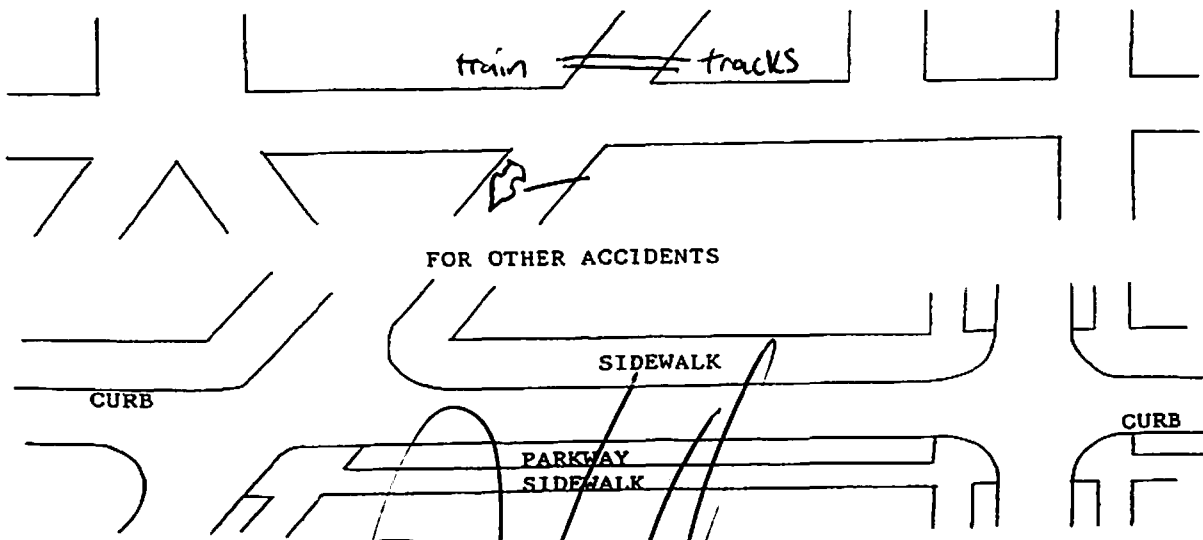
Damaged vehicle (if applicable)

Make: Volvo Model: S70 Year: 1998 Mileage: 85,100

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT [Signature]

DATE May 31st 2017

DATE RECEIVED May 31st 2017

RECEIVED BY MD
CLAIM NO. 05-17

CLAIM

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

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

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

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

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

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

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

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

ID #: 7LOVPLFTJHH



..... (.920.) 459.- 9300

..... MANAGER SCOTT VANSTRATEN

..... 3711 S. TAYLOR DR

..... SHEBOYGAN WI 53081

ST# 01276 OP# 003037 TE# 90 TR# 06404

..... TLE ITEMS FOLLOW

ORDER NUMBER 0048570085019

VALVE STEM .060538862034..... 3.00.N

AUTO TIRES .074131795976..... 69.00.N

AUTO TIRES .074131795976..... 69.00.N

ROT.BAL-LIFE.068113124592..... 9.00.N

VALVE STEM .060538862034..... 3.00.N

TIRE.FEE.....000003700848..... 1.50.0

LIFE.WHL.BAL.007874224343..... 9.00.N

..... TLE ITEMS COMPLETE

..... SUBTOTAL.....163.60..

..... TOTAL.....163.60..

..... CASH .TEND.....64.00..

..... DEBIT .TEND.....99.60..

..... CHANGE.DUE.....0.00..

EFT.DEBIT.....PAY.FROM.PRIMARY

...99.60..TOTAL.PURCHASE

US.DEBIT.....****.****.****.0552..I.0

REF.#.715000255973

NETWORK.ID..0056.APPR.CODE.611181.....

US.DEBIT

AID.A000000980840

TC.A1C4EA27A6C7E95C

*Pin.Verified

TERMINAL.#.SC010791

.....05/30/17.....09:28:52.....

#####

###.....DUPLICATE RECEIPT.....###

#####

.....\$. ITEMS SOLD 7.....

.....TC# 2342.9245.3296.9747.5421.0.....



.Low.Prices.You.Can.Trust..Every.Day..

.....05/30/17.....09:28:58.....



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

Submitting a claim from Progressive Insurance for alleged damages to a Progressive insured vehicle when a City of Sheboygan employee hit the vehicle in the intersection of 9th Street and Superior Avenue.

*Finance +
Personnel*

City Clerk

DATE RECEIVED 6-1-17

RECEIVED BY M.D.

CLAIM NO. 7-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUN 1 '17 AM 10:56

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: Jeremy Kammler (Progressive Insurance)

2. Home address of Claimant: 2505 E. Evergreen Dr. Suite B Appleton, WI 54913

3. Home phone number: (P) 920-903-5068 (F) 920-739-3820

4. Business address and phone number of Claimant: See Above

5. When did damage or injury occur? (date, time of day) 3/1/17 2:30 pm.

6. Where did damage or injury occur? (give full description) 9th Ave and Superior Ave. Sheboygan WIS.

7. How did damage or injury occur? (give full description) Progressive Insured person pulled from stop sign and was into intersection when struck on right quarter panel by city of sheboygan employee

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: Yeng Yang

(b) Claimant's statement of the basis of such liability: Mr Yang pulled into intersection after progressive insured vehicle was already into intersection. Can provide more details upon request.

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").

Vehicle Damage

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

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

Auto: \$ 1556.28

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 213.08 rental

TOTAL \$ 1769.36

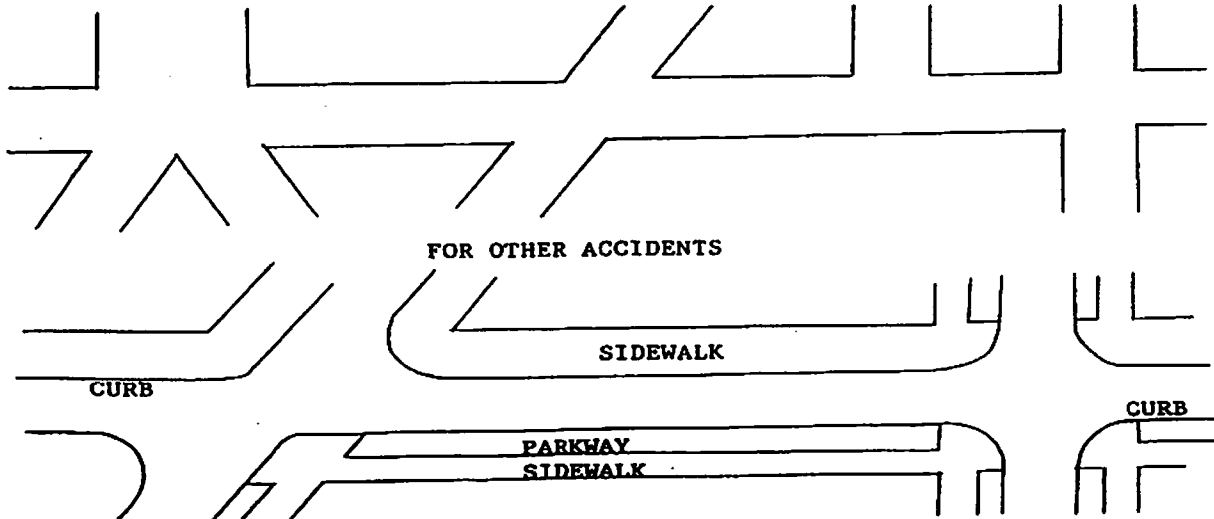
Damaged vehicle (if applicable)

Make: Subaru Model: Impreza Year: 2004 Mileage: 116,174

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT *[Signature]* DATE 5/30/17
Progressive Insurance Agent

DATE RECEIVED 5-1-17

RECEIVED BY MD

CLAIM NO. 7-17

CLAIM

Claimant's Name: Jeremy Kammler (Progressive)

Auto \$ 1556.28

Claimant's Address: 2505 E. Evergreen Dr. STE. B
Appleton, WI 54913

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. 920-903-5068 (P)
920-735-3880 (F)

Other (Specify below) \$ 213.08 Rental

TOTAL \$ 1769.36

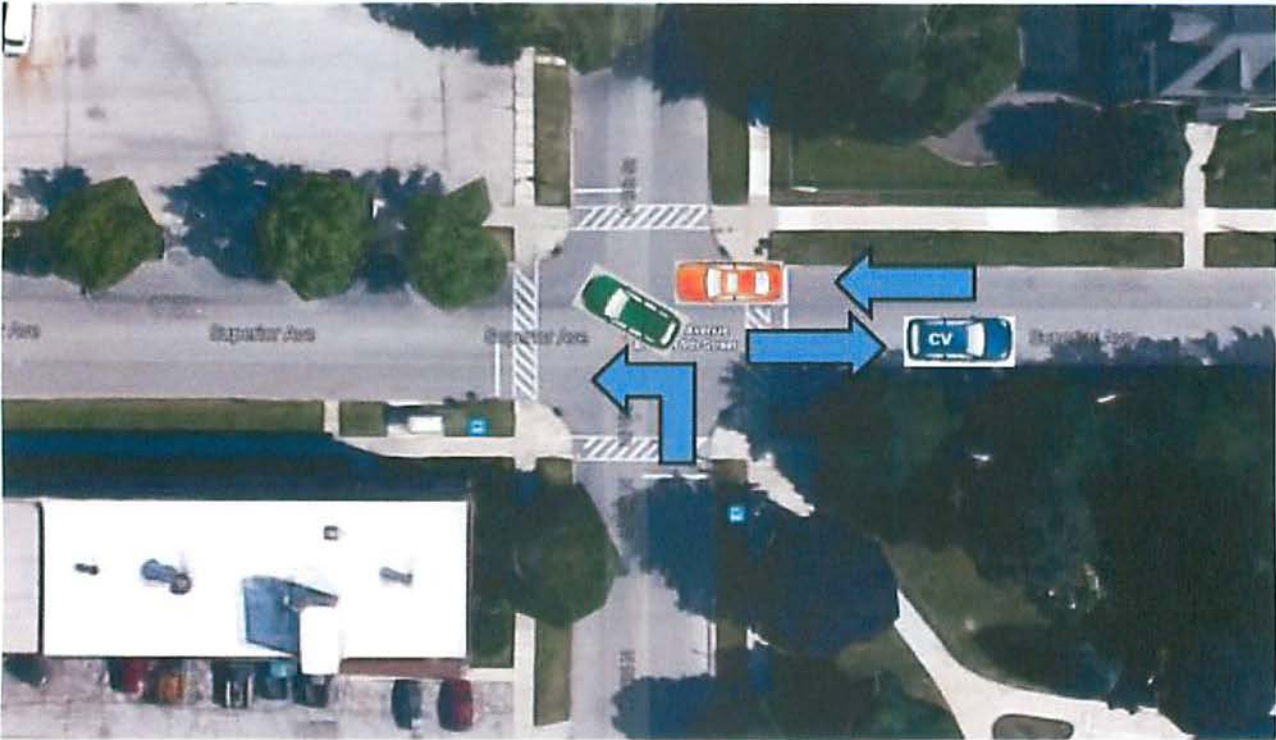
PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

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 \$ 1769.36.

SIGNED Jeremy Kammler Progressive Insurance DATE: 5/30/17
ADDRESS: 2505 E. Evergreen Dr. Suite B. Appleton, WI 54913

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



iv green stopped at ix, was there for about 30 as blue cv proceeded through ix first. As cv exited ix, iv saw orange cv still driving up to stop sign so she proceeded into ix. As she was proceeding and starting turn cv either rolled through stop or didn't stop and struck iv on right rear

Date: 4/17/2017 10:43 AM
 Estimate ID: 17-5017965-01
 Estimate Version: 0
 Committed
 Profile ID: MILW All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: ANTHONY MASSET

Appraised For: ANTHONY MASSET
 (414) 944-5223

Classification:

Type of Loss: Auto
 Date of Loss: 3/ 1/2017
 Deductible: 500.00
 Claim Number: 17-5017965-01

Insured: MARGARET HAUBERT
 Owner: MARGARET HAUBERT
 Address: 1507A N 10TH ST, SHEBOYGAN, WI 53081
 Telephone: Home Phone: (920) 452-2699
 Contact Phone: (414) 861-2025

Cell Phone: (414) 861-2025

Mitchell Service: 915185

Description: 2004 Subaru Outback Sport
 Body Style: 4D Wgn
 VIN: JF1GG68534H817859
 Mileage: 116,174
 OEM/ALT: A
 Color: BLUE

Vehicle Production Date: 10/03
 Drive Train: 2.5L Inj 4 Cyl 4A AWD
 License: 249-SZY WI

Search Code: BROOKFIEL1

Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER
 AIR CONDITION, REAR WINDOW WIPER, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, LUGGAGE RACK, ANTI-LOCK BRAKE SYS., FOG LIGHTS
 ALUM/ALLOY WHEELS, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR
 AUTOMATIC TRANSMISSION, FIRST ROW BUCKET SEAT, CLOTH SEAT, ALL WHEEL DRIVE
 AUTOMATIC HEADLIGHTS, DAYTIME RUNNING LIGHTS, KEYLESS ENTRY SYSTEM
 REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Rear Door</u>							
1	501444	BDY	REMOVE/REPLACE	R Rear Door Shell	Recycled	218.75 *	4.0
2		REF	REFINISH	R Rear Door Outside			C 2.0
3		REF	REFINISH	R Rear Add For Jambes & Interior			C 1.0
4				Price Includes Markup			
5	501446	REF	REFINISH	R Rear Door Moulding			C 1.0
6	501452	BDY	REMOVE/REPLACE	R Rear Otr Door Belt Moulding	Recycled	INC*	INC
7				>>>Included with recycled door assmebly			
8	501458	BDY	REMOVE/REPLACE	R Rear Door Adhesive Emblem	93063FE010	37.20	0.1
9	501484	REF	REFINISH	R Rear Otr Handle			C 0.5
10	504703	BDY	REMOVE/REPLACE	R Rear Door Outside Handle	Recycled	INC*	INC #
11		BDY	REMOVE/INSTALL	R Rear Door Trim Panel			INC
12				>>>included with recycled door assmebly			
<u>Quarter Panel</u>							
13	501711	BDY	REPAIR	R Quarter Outer Panel	Existing		1.0*#
14		REF	REFINISH/REPAIR	R Quarter Outer Panel			C 2.0*
15				MODIFIED REFINISH WITH FULL CLEAR COAT			
<u>Additional Operations</u>							
16		REF	ADD'L OPR	Two Tone			1.7
17		REF	ADD'L OPR	Clear Coat			1.9
<u>Additional Costs & Materials</u>							
18			ADD'L COST	Paint/Materials		363.60 *	
19			ADD'L COST	Hazardous Waste Disposal		3.00 *	

ESTIMATE RECALL NUMBER: 04/17/2017 10:43:14 17-5017965-01

Mitchell Data Version: OEM: MAR_17_V0414

MAPP:MAR_17_V0409

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Software Version: 7.1.216

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Page 1 of 5

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017965-01
Estimate Version: 0
Committed
Profile ID: MILW All Part Types

* - Judgment Item
- Labor Note Applies
C - Included in Two Tone / Clear Coat Calc

Recycler Information Section:

Jantz's Yard 4 - ARAPro
 2500 Washington Rd.
 Kenosha WI 53140
 800-554-4770;262-658-3446

1 2006 Subaru Impreza RIGHT REAR SIDE DOOR VA 175.00
 Part Number: AK5535
 Description:0P1,RH,GRY,REPAINT, R. ,

Roz Auto Salvage
 5848 S. 13th St.
 Milwaukee WI 53221
 800-281-2479;414-282-9885

10 2002 Subaru Impreza RIGHT OUTSIDE DOOR HANDLE VA 50.00
 Part Number: 15P190
 Description:SIL, R. ,

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler. Some parts located for this quote may be interchangeable but may not be an exact match. If you are unsure, please contact the automotive recycler.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary			
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals				Amount
Body	5.1	56.00	0.00	0.00	285.60 T	Taxable Parts			255.95
Refinish	10.1	56.00	0.00	0.00	565.60 T	Sales Tax @ 5.600%			14.33
		Taxable Labor			851.20	Total Replacement Parts Amount			270.28
		Labor Tax @ 5.600%			47.67				
Labor Summary	15.2				898.87				
III. Additional Costs						IV. Adjustments			
					Amount				Amount
Taxable Costs					366.60	Insurance Deductible			500.00-
Sales Tax @ 5.600%					20.53	Customer Responsibility			500.00-
Total Additional Costs					387.13				
Paint Material Method: Rates Init Rate = 36.00									
						I. Total Labor:			898.87
						II. Total Replacement Parts:			270.28
						III. Total Additional Costs:			387.13
						Gross Total:			1,556.28

Date: 4/17/2017 10:43 AM
Estimate ID: 17-5017965-01
Estimate Version: 0
Committed
Profile ID: MILW All Part Types

IV. Total Adjustments: 600.00-
Net Total: 1,056.28

Point(s) of Impact
4 Right Rear Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Milwaukee Service Center
Address: 3442 South 103rd Street
Milwaukee, WI 53227
(414) 944-5200

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of

these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	04/17/2017 10:07:07 AM
Estimate Started:	04/17/2017 10:13:26 AM
Estimate Printed:	04/17/2017 10:43:29 AM
Estimate Committed:	04/17/2017 10:43:14 AM
Estimate Uploaded:	04/17/2017 10:43:40 AM

II

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

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Bryan Goodteacher requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at either 1123/1125 N. 14th St. or 930A Michigan Ave. depending on availability.

Public Safety

City Clerk

Scott Walker
Governor

Jon E. Litscher
Secretary



3422 Wilgus Avenue
Sheboygan, WI 53081
Phone (920) 459-3097
Fax (920) 459-4386

State of Wisconsin
Department of Corrections

March 17, 2017

MAY 17 '17 PM 3:20

To whom it may concern:

The Department of Corrections, on behalf of Bryan Goodteacher (DOC# 630250 DOB 06/22/1985), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Upon his release from the Institution The Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North. 14th Street or 930A Michigan Avenue, based on availability.

Respectfully,

A handwritten signature in cursive script that reads "Eian West".

Eian West
Probation & Parole Agent #71213
3422 Wilgus Ave. Sheboygan, WI 53081
920-918-7899

III

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

Submitting a communication from James Canon requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1734 N. 11th Street.

City Clerk

Public Safety

Date: 5-19-17

My name is: James Condon

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

1734 north 11th street

Signature: James Condon

Phone Number: 815-403-9003

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

5.1

Res. No. 23 - 17 - 18. By Alderperson Wolf. June 5, 2017.

A RESOLUTION approving the Amendment By and Between City of Sheboygan, Wisconsin and Eighth- New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves Amendment to Contract for Sale of Land for Private Development By and Between City of Sheboygan, Wisconsin and Eighth - New Jersey, LLC, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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.

*1
suspend
1
Res pass.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AMENDMENT

This **AMENDMENT** (this “Amendment”) is made effective as of the ___ day of May, 2017, by and between the City of Sheboygan (the “City”) and Eighth – New Jersey LLC (the “Developer”).

RECITALS:

- A. The City and Developer are parties to that certain Amended and Restated Contract For Sale of Land For Private Development dated as of April 24, 2017 (the “Agreement”).
- B. The City and Developer desire to extend the Closing Date to June 15, 2017 and otherwise amend the Agreement as set forth herein.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The parties repeat herein by this reference Recitals A and B inclusive, as if said paragraphs were set forth herein in full.
2. **Capitalized Terms.** All capitalized terms used in this Amendment, unless given a different meaning herein, shall have the meaning attributed to them in the Agreement.
3. **Term.** The Closing Date shall be June 15, 2017. Notwithstanding the foregoing, if any condition to Closing is unsatisfied by such date, either party may, by written notice to the other, extend the date of Closing for no more than 20 days.
4. **City Contribution.** The parties agree that the City Contribution shall be paid as follows: \$1,775,000 of the City Contribution shall be paid to Developer’s affiliate, Sheboygan Capital Corp., at Closing. The remaining \$400,000 of the City Contribution shall be paid to Sheboygan Capital Corp., no later than July 15, 2017.
5. **Other Terms and Conditions.** Except as specifically modified or amended herein, all other terms and conditions of the Agreement, as amended by this Amendment, shall remain in full force and effect.
6. **Conflict.** In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.
7. **Counterparts.** This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same agreement. Any counterpart evidencing signature by one party that is delivered by telecopy by such party to the other party hereto shall be binding on the sending party when such telecopy is sent, and such sending party shall within ten days

thereafter deliver to the other parties a hard copy of such executed counterpart containing the original signature of such party or its authorized representative.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date written above.

EIGHTH – NEW JERSEY, LLC
a Wisconsin limited liability company

By: LCM Funds Asset Manager LLC, its manager

By: _____
Scott J. Revolinski, manager

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

Susan Richards
City Clerk

III

Res. No. _____ - 17 - 18. By Alderperson Donohue. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of the two main heating boilers, including circulation pumps and controls for the Mead Public Library.

WHEREAS: The Mead Public Library was constructed in 1974 and the two main heating boilers are original to the building. Over the past several years the Library has made a concerted effort to upgrade original heating and cooling equipment with new, energy efficient, dependable equipment. The two forty-three year old boilers are the final step in this multi-year plan and;

WHEREAS: The Purchasing Agent issued a Request for Bids for the replacement of the equipment. A review of the bids and shop drawings by the City's engineering firm, Fredericksen Engineering determined that the bid submitted by J&H Heating, Inc. of Port Washington WI meets or exceeds all specifications and is also the lowest cost bid amongst those received.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with J & H Heating Inc. of Port Washington, WI for the complete removal and replacement of the two Mead Library main heating boilers including controls and circulation pumps and removal/disposal of the old electric standby Generator in the amount of \$174,772.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 47651100-621200 in payment of same.

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

III

Res. No. _____ - 17 - 18. By Alderperson Bohren. June 5, 2017.

A RESOLUTION authorizing the Office of the City Administrator to proceed with issuance of the City of Sheboygan 2017 community survey.

WHEREAS: The Office of the City Administrator has identified the need to issue the 2017 community survey in anticipation of the Common Council's review of the 2018 Executive Budget and review of progress in meeting goals of the Strategic Plan.

WHEREAS: The survey will be available to citizens by an on-line survey service, Mead Public Library and Senior Activity Center.

RESOLVED: That the Office of the City Administrator is hereby authorized to issue the City of Sheboygan 2017 community survey.

*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

III

Res. No. _____ - 17 - 18. By Alderperson Donohue and Bohren.
June 5, 2017

A Resolution to authorize a loan from the Trust Funds of the State of Wisconsin in the sum of \$400,000 for TID #16 Housing Project.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Sheboygan, in the County of Sheboygan, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Four Hundred Thousand And 00/100 Dollars (\$400,000.00) for the purpose of financing development incentive for TID #16 housing project and for no other purpose.

The loan is to be payable within 10 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 3.50 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of Sheboygan, in the County of Sheboygan, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Sheboygan by such loan from the state be applied or paid out for any purpose except financing development incentive for TID #16 housing project without the consent of the Board of Commissioners of Public Lands.

Finance + Personnel

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and clerk of the City of Sheboygan, in the County of Sheboygan, Wisconsin are authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The Mayor and clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin and repeal Resolution No. 13-17-18 dated May 1, 2017.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.5

Res. No. 27 - 17 - 18. By Alderperson Bohren. June 5, 2017.

WHEREAS, home owners in Wisconsin already pay 70% of the total statewide property tax levy; and

WHEREAS, that disproportionate burden is about to get much worse unless the Legislature addresses tax avoidance strategies that national chains like Walgreens, and big box retail establishments like Target and Lowe's are using across the country to gain dramatic reductions in their property tax bills at the expense of homeowners and other taxpayers; and

WHEREAS, a carefully-orchestrated wave of hundreds of lawsuits in Wisconsin is forcing assessors to slash the market value of thriving national retail stores, shifting their tax burden to local mom and pop shops and homeowners; and

WHEREAS, Walgreens and CVS stores in Wisconsin have argued in communities across the state that the assessed value of their property for property tax purposes should be less than half of their actual sale prices on the open market; and

WHEREAS, in many cases the courts have sided with Walgreens and CVS, requiring communities to refund tax revenue back to the stores; and

WHEREAS, there are over 200 Walgreens stores located in Wisconsin's cities and villages; and

WHEREAS, Target, Lowe's, Meijer, Menards and other big box chains are using what is known as the "Dark Store Theory" to argue that the assessed value of a new store in a thriving location should be based on comparing their buildings to sales of vacant stores in abandoned locations from a different market segment; and

WHEREAS, the City of Sheboygan has been heavily impacted by these tax avoidance strategies, losing \$556,186.10 in tax revenues just from revaluations in lawsuits filed by Walgreens and by the owner of the Memorial Mall; and

WHEREAS, it is not only the City, but the other taxing jurisdictions, including the County, School Districts, and Technical College District who lose out on such revaluations, such that the taxpayers of Sheboygan had to make up \$1,529,219.20 in tax revenue just as a result of those lawsuits; and

WHEREAS, the Republican-controlled Indiana state Legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

Finance
Personnel

WHEREAS, the Michigan state house overwhelmingly passed similar legislation in May of 2016; and

WHEREAS, a "Dark Store Bill," (LRB 0373) has been introduced in the Wisconsin Legislature, supported by legislators from both major parties. The Legislative Reference Bureau has provided analysis of the bill that states that the bill 1) "provides that, for property tax purposes, real property includes any leases, rights, and privileges pertaining to the property, including assets that cannot be taxed separately as real property, but are inextricably intertwined with the real property"; 2) "requires real property to be assessed at its highest and best use"; 3) more precisely defines "arm's-length sales" used to determine that highest and best use and the value of lease provisions and rent; and 4) reverses the 2008 Wisconsin Supreme Court finding in *Walgreen Company v. City of Madison*, 2008 WI 80, "that a property tax assessment of leased retail property using the income approach must be based on 'market rents,' which is what a person would pay to rent the property, based on rentals of similar property, as opposed to "contract rents," which is the amount that the lessee actually paid to rent the property."

NOW, THEREFORE, BE IT RESOLVED, that the common council of the City of Sheboygan urges the Governor and the Legislature to protect homeowners and main street businesses from having even more of the property tax burden shifted to them by passing legislation clarifying that:

1. Leases are appropriately factored into the valuation of leased properties; and

2. When using the comparable sale method of valuation, assessors shall consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

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

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

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

Finances 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

**PREANNEXATION AND
DEVELOPMENT AGREEMENT**

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

RECITALS

The City and Developer acknowledge the following:

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

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

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

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

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

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

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

AGREEMENTS

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

1. Conditions.

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

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

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

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

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

2. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Water.

(i) In connection with developing the improvements generally depicted on the Site Plan, Developer shall cooperate with the City and the Sheboygan Water Utility ("Utility") and reimburse the City's actual third party costs to design and extend a new 16 ___ inch water main south from the intersection of CTH KK and Riverdale Drive south within the right of way of CTH KK to CTH V as deemed necessary by Developer to service the Property; provided, however, that Developer shall have the option of servicing the Property with Developer's private well system for irrigation purposes only, pursuant to the provisions of applicable City ordinances and as otherwise agreed by the City.

(ii) Developer shall, at its sole expense, install all laterals necessary to connect any buildings developed on the Property to appropriate water lines, provided, however, that Developer shall have the option of servicing an irrigation system for outdoor golf course improvements to be developed on the Property (including golf holes, driving ranges and putting greens) either with municipal water service or with Developer's private well system. Developer shall also pay all related fees for connecting the Property to the existing municipal water system. Additionally, Developer agrees that any connections to the water main shall be at Developer's expense. Developer agrees to comply with NR 812.26, Wisconsin Administrative Code, and all provisions of the Sheboygan Municipal Code regarding private well abandonment. The Developer shall fill and seal any existing private well not specifically and solely used for an irrigation system no longer 12 months from the date of annexation or 90 days after connecting to the public water supply, whichever is later. (c)(iv) Once water mains have been constructed, the Utility may charge additional connection charges as set forth in City Ordinance for new connections. No amount of any such connection charges shall be payable to Developer, or its successors or assigns. Developer shall, in the design and construction of said laterals, cooperate fully

with the requirements of the Fire Department related to the provision of fire hydrants along the lateral for fire suppression purposes.

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

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

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

5. Miscellaneous.

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

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

(c) Approximations. It is understood and agreed by the parties that all locations, dimensions and quantities of square feet set forth herein or in the exhibits attached hereto are preliminary and tentative. Before the plans for the development of the Property are finalized, each party reserves the right to make minor changes in dimensions, quantities and locations to best accommodate and

facilitate the design, construction and operation of the Property, upon written notice to, but without the need for consent from, the other party.

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

(e) Cost of Litigation and Indemnification. Developer agrees to pay any and all costs of litigation incurred by the City as a result of a challenge to the annexation of the Property and adjacent lands, the zoning of the Property and adjacent lands, or the terms of this Agreement. Said cost shall include the costs of expert witnesses, attorney fees charged by outside counsel on behalf of the City (which shall be chosen at the City's sole discretion) and all other costs related to preparing for or defending such a challenge. Additionally, Developer agrees to indemnify and hold harmless the City and all its officers, employees, agents, and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from the annexation of the Property and adjacent lands, the zoning of the Property and adjacent lands, or the terms of this Agreement.

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

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

(h) Remedies. In the event of a party's default under this Agreement which is not cured within thirty (30) days after written notice thereof to the other party (or such longer time as may be reasonably required so long as a cure is being diligently pursued), the nondefaulting party shall have all rights and

remedies available under law or equity with respect to said default, including but not limited to, the right to obtain specific performance.

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

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

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

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

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

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

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

by Developer or any party having an ownership interest in Developer or controlled by or under common control with Developer.

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

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

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

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

(o) Severability. If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

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

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

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

(s) Complete Agreement. This Agreement, including all definitions and all attached exhibits, which are hereby incorporated by reference,

reflects the entire agreement of the parties. All prior understandings and negotiations are merged herein.

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

CITY OF SHEBOYGAN

BY _____
Michael J. Vandersteen, Mayor

BY _____
Susan Richards, City Clerk

DEVELOPER:

KOHLER CO.

BY _____
Its _____

EXHIBIT A

Description of the Property

EXHIBIT B

Site Plan

III

Res. No. _____ - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing acceptance of the 2017 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has been awarded a Beat Patrol grant in the amount of \$121,434 from the State of Wisconsin, Department of Justice.

WHEREAS, the Beat Patrol Grant program provides funds to support additional police personnel for community work and Beat Patrols for the period January 1, 2017 through December 31, 2017.

WHEREAS, the grant is a continuation of the Beat Patrol Grant awarded in 2016; and

WHEREAS, the funding received would be \$121,434 from the State of Wisconsin with a local match of \$40,478 (25%) required.

Whereas, the City of Sheboygan Police Department is also eligible for funding for calendar year 2018 dependent on state budget decisions.

RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

BE IT FURTHER RESOLVED: that the City of Sheboygan will meet the obligations of the grant including appropriating a matching allocation for the project and such appropriation shall continue as long as state matching aids are available, or until this resolution is modified by the Council.

Pub Safety

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing acceptance of 2017 Wisconsin Bureau of Transportation Safety, Alcohol Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a grant in the total amount of \$60,480 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in Alcohol Enforcement.

WHEREAS, in order to obtain the grant in the amount of \$60,480 it was necessary for the Police Chief to submit an application through the Wisconsin Department of Transportation, Bureau of Transportation Safety; and

WHEREAS, the funding received would be \$60,480 from Federal sources with a local match of 25% required;

WHEREAS, the 25% match would be met within the current Police Department Budget.

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

Pub Safety

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

III

Res. No. _____ - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing acceptance of 2017 Wisconsin Bureau of Transportation Safety, Alcohol Enforcement Grant.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a grant in the total amount of \$60,480 from the Wisconsin Department of Transportation, Bureau of Transportation Safety, to assist in developing the city's capacity to provide additional patrols engaging in Alcohol Enforcement.

WHEREAS, in order to obtain the grant in the amount of \$60,480 it was necessary for the Police Chief to submit an application through the Wisconsin Department of Transportation, Bureau of Transportation Safety; and

WHEREAS, the funding received would be \$60,480 from Federal sources with a local match of 25% required;

WHEREAS, the 25% match would be met within the current Police Department Budget.

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

Pub Safety

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. June 5, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute a long-term stormwater management maintenance agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project.

RESOLVED: That the appropriate City Officials execute a long-term stormwater management maintenance agreement between the City of Sheboygan and the Town of Wilson for the Woodview Avenue, Ridgewood Lane, and South 13th Street Project.

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

**LONG-TERM STORMWATER MANAGEMENT
MAINTENANCE AGREEMENT**

SITE NAME

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

PROPERTY LEGAL DESCRIPTION

EASEMENT #1

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

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

EASEMENT #2

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

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

RETURN TO:

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

Parcel Ident. No.

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

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing premises, the previous cooperation between the parties in constructing the storm sewer infrastructure referred to in this agreement, and the mutual covenants contained herein, the parties hereby agree that each party shall be responsible for the inspection, maintenance, and repair of those portions of the storm sewer infrastructure within its own boundaries.

CITY OF SHEBOYGAN

By:

Title

Date

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

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

Notary Public
State of Wisconsin
My commission _____

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. June 5, 2017.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2016 Compliance Maintenance Annual Report (CMAR) has been reviewed:

RESOLVED: that the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2016 CMAR, which is attached to this resolution,

BE IT FURTHER RESOLVED: that the 2016 CMAR having received a Grade of "A" require no further action by Council,

BE IT FURTHER RESOLVED: that the 2016 CMAR be accepted and placed on file.

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

ITEM DESCRIPTION: A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) the 2016 Compliance Maintenance Annual Report (CMAR) for the Sheboygan Regional Wastewater Treatment Plant (WWTP) has been reviewed by Council.

REPORT PREPARED BY:
Sharon Thieszen, WWTP Superintendent

REPORT DATE:
May 31, 2017

MEETING DATE:
June 5, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes: Chapter NR 208,
Wis Adm. Code
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Compliance Maintenance Annual Report (CMAR) is required by Chapter NR 208, Wis Adm. Code for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements.

STAFF COMMENTS:

The Sheboygan Regional WWTP received a grade of an "A" on all of the evaluation criteria. There are no compliance issues, thus, no further action required at this time.

ACTION REQUESTED:

The WDNR requires a resolution to be submitted with the CMAR documenting that the Common Council has reviewed the document. The CMAR is filed electronically and is due to the Wisconsin DNR by June 30, 2017.

ATTACHMENTS:

The draft Sheboygan Regional WWTP 2016 CMAR is attached.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:
6/2/2017 2016

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	10.0471	x	125	x	8.34	=	10,445
February	10.7266	x	122	x	8.34	=	10,918
March	15.2646	x	82	x	8.34	=	10,445
April	15.1606	x	84	x	8.34	=	10,674
May	11.3862	x	156	x	8.34	=	14,822
June	10.0360	x	182	x	8.34	=	15,237
July	10.0278	x	171	x	8.34	=	14,301
August	8.8402	x	192	x	8.34	=	14,191
September	10.6000	x	162	x	8.34	=	14,298
October	10.2799	x	162	x	8.34	=	13,885
November	9.0212	x	168	x	8.34	=	12,606
December	10.1035	x	148	x	8.34	=	12,431

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design (C)BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

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3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks Holding Tanks Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

Plant performance was not affected by receiving hte hauled-in waste referenced above. The Grease Trap waste was accepted as a High Strength Waste and pumped to the anaerobic digestion process.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

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6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Food processing wastes (cheese, sausage, and whey), landfill leachate, municipal wastewater treatment plant sludge, and coal combustion residual contact water. Industrial grease trap waste and waste from ethanol production were also accepted for discharge directly into the anaerobic digesters. Samples were collected from each load discharged. The samples were then analyzed to determine waste load allocations and the strength of the waste.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	2	1	0	0
March	25	22.5	2	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	2	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

There is no effluent flow meter.

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

None.

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

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If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	3	1	0	0
February	30	27	3	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	3	1	0	0
June	30	27	3	1	0	0
July	30	27	1	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	3	1	0	0
November	30	27	3	1	0	0
December	30	27	3	1	0	0

* Equals limit if limit is <= 10

Months of Discharge/yr	12		
Points per each exceedance with 12 months of discharge:	7	3	
Exceedances	0	0	
Points	0	0	
Total Number of Points		0	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.6	1	0
February	.9	0.6	1	0
March	.9	0.6	1	0
April	.9	0.6	1	0
May	.9	0.5	1	0
June	.9	0.3	1	0
July	.9	0.4	1	0
August	.9	0.5	1	0
September	.9	0.7	1	0
October	.9	0.6	1	0
November	.9	0.6	1	0
December	.9	0.7	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

Class A biosolids hauled away by Sure Gro LLC to use a Class A, EQ product. The City of Sheboygan also used a small portion of the Class A, EQ biosolids produced on City owned and residential property.

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

9391.10 acres

2.1.2 How many acres did you use?

1192 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - EQ Dried Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		4.2		3.1		3		4.3		4.2		5.3			0	0
Cadmium		39		.29		.26		.17		.3		.46		<.26			0	0
Copper		1500		261		240		251		257		280		276			0	0
Lead		300		18.3		13.5		32.1		16.2		16.7		15.7			0	0
Mercury		17		.31		.19		.19		.23		.29		.16			0	0
Molybdenum	60		75	7.9		6.5		6.4		7.2		8		8.9		0		0
Nickel				13.9		11.7		12.9		13.8		13.6		15.6		0		0
Selenium				.96		1.1		2.4		3.1		3.5		<2.2		0		0
Zinc		2800		301		257		305		288		322		349			0	0

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Outfall No. 003 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75					14.7									0	0
Cadmium		39	85					<1.3									0	0
Copper		1500	4300					1330									0	0
Lead		300	840					86.9									0	0
Mercury		17	57					1.3									0	0
Molybdenum	60		75					36.1								0		0
Nickel	336		420					74.5								0		0
Selenium	80		100					<14.7								0		0
Zinc		2800	7500					1500									0	0

Outfall No. 002 - LIQUID ANAEROBIC SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	<9.8		3.6		3.9		3.8		5.2		5.2			0	0
Cadmium		39	85	<1		.26		.18		.38		<.072		<2.5			0	0
Copper		1500	4300	262		251		260		259		280		269			0	0
Lead		300	840	16.3		14.3		18.1		14.9		21.4		15.1			0	0
Mercury		17	57	.26		.17		1.4		.42		.54		.17			0	0
Molybdenum	60		75	9.5		6.3		6.7		6.8		7.4		8.1		0		0
Nickel	336		420	15.1		11.9		12.8		15.2		17.8		16.1		0		0
Selenium	80		100	<12		1.4		3.5		2.8		3.6		<2.1		0		0
Zinc		2800	7500	343		263		266		289		343		339			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)
- No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

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Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2016 - 02/29/2016
Density:	12,100
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2016 - 04/30/2016
Density:	12,100
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2016 - 06/30/2016
Density:	11,600
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2016 - 08/31/2016
Density:	249,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

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Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2016 - 10/31/2016
Density:	249,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2016 - 12/31/2016
Density:	439,000
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	003
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2016 - 06/30/2016
Density:	17,100
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	Centrifuge cake outfall

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2016 - 02/29/2016
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2016 - 04/30/2016
Density:	78
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2016 - 06/30/2016
Density:	5
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2016 - 08/31/2016
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2016 - 10/31/2016
Density:	4
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

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Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2016 - 12/31/2016
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	002
Method Date:	02/29/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	04/30/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	06/30/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

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Outfall Number:	002
Method Date:	08/31/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	002
Method Date:	10/31/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	002
Method Date:	12/31/2016
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	003
Method Date:	06/30/2016
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	
Outfall Number:	004
Method Date:	01/28/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.60

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Outfall Number:	004
Method Date:	03/30/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.40

Outfall Number:	004
Method Date:	05/04/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.30

Outfall Number:	004
Method Date:	07/18/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.60

Outfall Number:	004
Method Date:	09/12/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.80

Outfall Number:	004
Method Date:	12/01/2016
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

6. Biosolids Storage

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<p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"> ● <input type="radio"/> >= 180 days (0 Points) ○ <input type="radio"/> 150 - 179 days (10 Points) ○ <input type="radio"/> 120 - 149 days (20 Points) ○ <input type="radio"/> 90 - 119 days (30 Points) ○ <input type="radio"/> < 90 days (40 Points) ○ <input type="radio"/> N/A (0 Points) <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p>0</p>
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- Yes
- No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- Yes
- No

If No, please explain:

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- Yes (Continue with question 2)
- No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- Yes
- No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- Yes
 - Paper file system
 - Computer system
 - Both paper and computer system
- No (10 points)

0

3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- Yes
- No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- Excellent
- Very good
- Good
- Fair
- Poor

Describe your rating:

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Older plant is well maintained so critical equipment continues to function. Very skilled maintenance staff onsite.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

● Yes (0 points)
○ No (20 points)

Name:

Certification No:

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP		OIC	
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		X		
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		X		
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems		X		
SS	Sanitary Sewage Collection	X	NA	NA	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2016; subclass SS is basic level only.)

● Yes (0 points)
○ No (20 points)

0

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

One or more additional certified operators on staff
 An arrangement with another certified operator
 An arrangement with another community with a certified operator
 An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
 A consultant to serve as your certified operator
 None of the above (20 points)

If "None of the above" is selected, please explain:

0

4. Continuing Education Credits

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information Name: <input type="text" value="Nancy Buss"/> Telephone: <input type="text" value="9204593304"/> (XXX) XXX-XXXX E-Mail Address (optional): <input type="text" value="nancy.buss@sheboyganwi.gov"/>		
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) If No, please explain: <input type="text"/> 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input type="text" value="2016"/> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A (private facility) 2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points)		0
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]		
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input type="text" value="2016"/> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> N/A If N/A, please explain: <input type="text"/>		
3.2 Equipment Replacement Fund Activity		
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input type="text" value="5,055,968.61"/>
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input type="text" value="0.00"/>
3.2.3 Adjusted January 1st Beginning Balance	\$	<input type="text" value="5,055,968.61"/>
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input type="text" value="182,339.40"/>

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 5,238,308.01

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund?

\$ 2,326,938.00

0

Please note: If you had a CWF loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
None reported			

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	51,541	351
February	53,400	335
March	67,108	169
April	71,327	121
May	48,460	29
June	43,190	0
July	41,480	0
August	43,503	1
September	46,477	0
October	41,757	0
November	43,574	21
December	52,063	176
Total	603,880	1,203
Average	50,323	150

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	158,400	311.46	509	323.80	489	26,767
February	223,200	311.07	718	316.62	705	2,892
March	213,600	473.20	451	323.80	660	4,773
April	240,000	454.82	528	320.22	749	901
May	175,200	352.97	496	459.48	381	786
June	170,400	301.08	566	457.11	373	1,304
July	280,800	310.86	903	443.33	633	760
August	261,600	274.05	955	439.92	595	766
September	280,800	318.00	883	428.94	655	887
October	249,600	318.68	783	430.44	580	887
November	232,800	270.64	860	378.18	616	5,749
December	280,800	313.21	897	385.36	729	8,523
Total	2,767,200	4,010.04		4,707.20		54,995
Average	230,600	334.17	712	392.27	597	4,583

7.1.2 Comments:

Total electricity consumed equals total electricity purchased. Electricity generated is not included in above totals.

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

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7.2.2 Comments:

Effluent pumping is for reuse within treatment plant.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

2005

By Whom:

Focus on Energy and Internal

Describe and Comment:

Previous study to assess baseline energy prior to plant efficiency upgrades and combined heat and power program.

Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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2016

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Increased sewer jetting and cleaning. Reduce infiltration and inflow and eliminate SSOs.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

WPDES Permit WI-0025411-09-0

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

12/05/2016

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map
- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="78"/>	% of system/year
Root removal	<input type="text" value="2.5"/>	% of system/year
Flow monitoring	<input type="text" value="0"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="8"/>	% of system/year
Manhole inspections	<input type="text" value="74"/>	% of system/year
Lift station O&M	<input type="text" value="50"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="1.3"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="0.9"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input type="text" value="0"/>	% of private services

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2016

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="46.77"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="170"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="9"/>	Number of basement backup occurrences
<input type="text" value="68"/>	Number of complaints
<input type="text" value="10.958"/>	Average daily flow in MGD (if available)
<input type="text" value="15.265"/>	Peak monthly flow in MGD (if available)
<input type="text" value="57.78"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.01"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.01"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.05"/>	Basement backups (number/sewer mile)
<input type="text" value="0.40"/>	Complaints (number/sewer mile)
<input type="text" value="1.4"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="5.3"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume (MG)
0	01/21/2016 9:30:00 AM - 01/22/2016 9:45:00 AM	Cracked forcemain at 2645 N. 3rd Street (North Avenue Pump Station), along shore of Lake Michigan	Broken Sewer, Broken Sewer	0.2240 - 0.2240
1	09/09/2016 11:30:00 AM - 09/09/2016 12:30:00 PM	Manhole SA-32-013 at 3017 Saemann Avenue	Plugged Sewer	0.0060 - 0.0060

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

What actions were taken, or are underway, to reduce or eliminate SSO or TFO occurrences in the future?

The forcemain which ruptured on 01/21/16 and caused an SSO is currently under design for replacement. A campaign, No Wipes Down the Pipes, was launched after the SSO on 09/09/16 which was due to wipes creating a blockage in the sewer. The public education campaign is targeting communities, schools, and industries.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

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If Yes, please describe:

Infiltration/inflow lead to increased flows at hte lift stations and treatment plant resulting in additional pumping and grit removal at the treatment plant.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Total annual precipitation increased in 2016 from 2015 which resulted in higher flows to the lift stations and treatment plant due to infiltration/inflow.

5.4 What is being done to address infiltration/inflow in your collection system?

Increased manhole and sewer rehabilitation is planned to reduce the infiltration/inflow into the collection system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 5, 2017.

Your Committee to whom was referred R. O. No. 295-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends that Taxicab Driver License application #1520 be denied based upon her record of violations related to the licensed activity, her failure to cooperate with the staff investigation, and her failure to cooperate with the committee.

mg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.4

UPDATED COPY

R. O. No. 295 - 16 - 17. By CITY CLERK. April 17, 2017.

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

Law & Lic. new Council

5/1/17 - grant all lic. Amador, Wenzel, Rodriguez, Rodriguez & Rodriguez
5/15/17 - deny Wenzel
6/5/17 - deny Amador, Rodriguez

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's	1101 Michigan Ave.- two-day event to be held 5/6/17 to 5/7/17 to include current premise and the west & south parking lots for car show.
3150	Craft 30	1015 S. 10 th St. - six-day event to be held 6/30/17 to 7/5/17 to include current premise and the SW corner between alley and Patio for tent, volleyball court & bag toss.

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3250	Jakes Roundabout Steakhouse	4604 S. Business Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3252	Fantoli Massage & Wellness	4027 S. Business Dr.

SIDEWALK CAFÉ LICENSE (April 14, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th St.
3150	Craft 30	1015 S. 10 th St.
2427	Urbane	1231 N. 8 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1540	Amador, Chris J.	1222D Parkwood Blvd.
1538	Fuller, Mark J.	5524 Meggers Rd.
1516	Kaat, Stephen K.	130 Broadway Ave., #1, Sheb. Falls
9862	Kunstman, Ashley M.	1413 Jefferson Ave.
1475	Levy, Vanessa L.	905A Swift Ave.
1457	Lozano, Cristian A.	364 Forest Blvd., Sheb. Falls
1504	Magar, Sahabahadur G.	2632 Georgia Ave., #22
1488	Meanor, Dakota J.	332 Adams St., Sheb. Falls
1455	Moore, Brett R.	643 E. Scott St., Fond du Lac
1492	Podewils, Koke Mailo	2423 N. 23 rd St.
1499	Rosenthal, Mary K.	2S357 Park Blvd., Glen Ellyn, Il
5620	Titel, Shawn P.	2223 Saemann Ave.
1529	Vujasinovic, Jovana	2118 Meadowland Dr., #103
9763	Wenzel, John E.	3515 N. 10 th St., #632

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8863	Castillo, Ivan V.	1415 S. 17 th St.
1520	Rodriguez, Gloria Alma	1032 Georgia Ave.
1518	Stanisch, Fredrick M.	158 Tower Court, Kohler

III

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. June 5, 2017.

Your Committee to whom was referred R. O. No. 17-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends that Taxicab Driver License application #1556 be denied based upon his record of violations related to the licensed activity, his history as a habitual law offender, and his failure to cooperate with the committee.

ref

_____ 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 - 17 - 18. By CITY CLERK. May 1, 2017.

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

Law & Lic
5/15/17 - grant all lic (except hold Holtz & Bookworm)
6/15/17 - deny Holtz, grant Bookworm

City Clerk

CHANGE OF AGENT

Brittany Brown is replacing Michael Christian as agent effective immediately for the Walgreens #2601 located at 2702 Calumet Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3254	Bookworm Gardens	1415 Campus Dr. - one-day events to be Held 6/30/17, 7/13/17, 7/20/17, 8/8/17, 8/24/17, 9/7/17, 9/21/17, 10/10/17, 11/18/17 & 12/9/17 to include current premise and the entire gated area of Bookworm Gardens.
2726	JMKAC	608 New York Ave. - one-day events to be held 6/22, 6/29, 7/6, 7/15, 7/16, 7/27, 8/3, 8/10, 8/17, 8/24, 9/28 to include current premise N. 7 th St., Wisconsin Ave., Festival Green Space, Sculpture Garden, 6 th St., New York Ave. and the JMKAC Parking Lot. (Art Festival is July 15 th & 16 th)

"CLASS B" LIQUOR LICENSE (June 30, 2017) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3255	Limelight Pub	1702 S. 17 th St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2017) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3254	Bookworm Gardens	1415 Campus Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2532	Fischer's Food & Liquor	4554 S. 12 th St.
3245	Festival Foods	595 S. Taylor Dr.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2763	Kwik Trip #897	2033 North Ave.
2920	Kwik Trip #873	625 S. Taylor Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennans On Michigan	1101 Michigan Ave.
3146	Bumps Grill Tavern	1902 S. 12 th St.
3092	CJ's Shipwrecked	902 Indiana Ave.
1511	Dennys Bar	2140 Calumet Dr.
1516	Emmers	906 S. 15 th St.
2487	Frankies Pub & Grill	2218 Indiana Ave.
1799	George Michaels I	513 N. 8 th St.
2193	Kaddyshack, The	1502 S. 13 th St.
2807	Knights of Columbus I	833 Center Ave.
1226	Meyers Lakeview Pub	550 Wilson Ave.
2563	Penn Ave Pub II	827 Pennsylvania Ave.
3198	Skipper Inn	808 Broadway
3186	Suscha Bar	1054 Pennsylvania Ave.
2100	Whats Up	1635 Michigan Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2299	Chinatown Kitchen	1107 N. 8 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8571	Autiero, Lino	1307 S. 25 th St.
1578	Farr, Felicia A.	1317 S. 22 nd St.
1593	Jacobs, Jerome K.	2621 S. 18 th St.
1572	Lee, Lisa	3007 S. 22 nd St.
1609	Nottling, Greg W.	3320 N. 13 th St.
1567	Rochon, Renee M.	1326 S. 16 th St.
1558	Tenpas, Pamela S.	1622 S. 21 st St.

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1556	Holtz, Thomas E.	3928 Mishicot Rd., Two Rivers
1083	Majdub, Husein G.	2312 N. 8 th St.



Gen. Ord. No. _____ - 17 - 18. By Alderpersons Donohue, Bohren, Wolf, Rindfleisch and Ross. June 5, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division and the Engineering Division in the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section B.1., B.5., and B.6. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended follows:

Class Title	Class Grade	NO. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
Delete:		
1. Department of Public Works		
Administrative Assistant/Confidential Secretary	04	01
Cemetery Supervisor/Administrative Assistant	04	01
5. Wastewater Treatment Division		
Clerk Typist	03	01
6. Engineering Division		
Senior Engineer Aide/Cad Operator	08	01

Lis over

Add:

1. Department of Public Works		
Business Analyst/Administrative Supervisor	06	01
Receptionist/Data Entry	01	02
5. Wastewater Treatment Division		
DPW Administrative Assistant	04	01
6. Engineering Division		
GIS Project Technician	06	01

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Job Description

Job Title:	Business Analyst / Administrative Supervisor	Department:	Department of Public Works		
Date Issue:	May 22, 2017	Reports To:	Director, Department of Public Works		
FLSA Classification:	Exempt	Wage:	Salary Grade 6		
			Minimum	Midpoint	Maximum
		As of 2017	\$42,709	\$53,386	\$64,064

Position Summary

Under the general supervision of the Director of Public Works, the Business Analyst / Administrative Supervisor is a highly technical position responsible for assisting and/or championing the development, design and implementation of performance measures, as well as responsibility for supervising department administrative personnel and needs. Work primarily involves leadership over the administrative functions and personnel of the department, from budgetary monitoring, problems and concerns, to developing, designing and monitoring performance measures and reviewing long-range trend analysis.

Essential Duties & Responsibilities

1. Develops and tracks department performance metrics and designs, presents and implements performance measure in conformance with the long-range department and city goals.
2. Develops useful performance measures and assists in the assimilation of those measures into department operations. Monitors, maintains, analyzes, and modifies performance measures on an on-going basis to reflect the Department of Public Works experience and history.
3. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
4. In conjunction with the Director of Finance and Department of Public Works Director, develops or assists in the development of the department's annual budget and monitors progress throughout the year.
5. Organize and oversee employee and/or citizen engagement surveys and develops a plan of action to identify and address the improvement program.
6. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
7. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
8. Identify and/or coordinate grant writing opportunities.
9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.
10. Participates in the implementation and/or upgrades of MUNIS software system.

Qualification Requirements:

11. Meets with and presents department budgeting and financial issues to public groups and individuals.
12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
13. Knowledge of principles and practices of accounting, budgeting and finance in a business setting.

14. Knowledge of performance measure budgeting and analysis.
15. Ability to maintain financial records and accounts.
16. Ability to create, prepare and present reports covering a variety of department needs.
17. Ability to work effectively under tight time constraints.
18. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
19. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
20. Professional-level knowledge of MSOffice products and the ability to work at a personal computer terminal for extended periods of time.
21. Ability to adapt to financial software products.

Education and/or Experience

22. Bachelor's degree in Public Administration, Political Science, Accounting, Business or related field preferred.
23. Three to five years of experience in a professional business environment, development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in a professional business and/or public sector environment.
24. Three or more years of demonstrated success in a supervisor capacity.

Essential Physical Functions/Needs of the Job

25. The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

Pre-employment Requirement

26. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



Job Description

Job Title:	DPW Administrative Assistant	Department:	Department of Public Works		
Date Issue:	May 22, 2017	Reports To:	Business Analyst, Administrative Supervisor		
FLSA Classification:	Non-Exempt	Wage:	Salary Grade 4		
			Minimum	Midpoint	Maximum
		As of 2017	\$17.61/hour	\$22.01/hour	\$26.42/hour

Position Summary

Under the general supervision of the Waste Water Treatment Plan Superintendent, and in coordination with needs derived from the Municipal Service Building and Director of Public Works, performs diverse and responsible administrative assistant responsibilities, including analytical work requiring individual judgement, initiative and specialized knowledge of both the Waste Water Treatment Plan ("WWTP") and Department of Public Works ("DPW"). Customer service for citizens and administrative/data entry needs for both WWTP and DPW included. May be assigned daily office functions and special projects where initiative and accuracy are needed in performing assignments. Administrative work may involve various internal departments, as well as other departments within the City of Sheboygan. Knowledge of city and departmental policies and procedures needed.

Essential Duties & Responsibilities

1. Assist citizen needs for both walk-in customers or phone calls.
2. Develops and implements procedures for expediting the flow of clerical work.
3. Researches, organizes, and types correspondence and complex statistical or financial reports.
4. Maintains varied statistical and/or bookkeeping records and prepares reports of considerable difficulty.
5. Maintains responsibility for and recommends needed improvements on an efficient filing system.
6. Receives and screens telephone calls and visitors and acts as an intermediary for supervision, and maintains a department calendar.
7. Handles mail, answers routine correspondence, and routes technical inquiries to the proper person.
8. May issue permits and licenses, receive payments, make receipts, and audit accounts.
9. Performs other related work as assigned.
10. Answers routine correspondence through written or oral responses.
11. Composes letters, memoranda and other correspondence.
12. May be needed to attend and/or participate in department.
13. Must be familiar with or capable of understanding city ordinances relating to permits, including parks, boat ramp stickers, diving, driveway, street excavating, dumpsters, parades, fireworks, etc. and collect appropriate fees for such, and produces the receipt and audits the account.
14. May be required to update websites, as needed.
15. Must be capable of preparing requisitions, purchase orders etc. for the department.
16. Ability to utilize a personal computer and related equipment.
17. May participate or be responsible for UPS or other related shipping and billing.
18. Assist in the processing of documents related to personnel changes to account for inter-department changes or promotions/demotions. Employee may be responsible for coordinate Personnel Change Notifications, working with department supervisors and/or superintendents, as well as the Human Resources Department, including payroll.
19. Performs additional tasks as assigned.

Qualification Requirements:

20. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
21. Ability to work effectively under tight time constraints.
22. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
23. Ability to adapt to the needs of the department.
24. Possesses significant knowledge of office methods, practices and equipment.
25. High level of proficiency in typing accurately and efficiently.
26. Willing and able to participate in meetings during non-traditional office hours.

Education and/or Experience

27. Associates Degree from an accredited college or university with general business or office management/bookkeeping degree is preferred.
28. Three to five years of previous administrative assistant and customer service experience required.
29. Five to seven years of previous data entry experience preferred.
30. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

31. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
32. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

24. Position is contingent on the individual passing a pre-employment drug screen.

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In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



Job Description

Job Title:	Receptionist / Data Entry Clerk	Department:	Department of Public Works		
Date Issue:	May 22, 2017	Reports To:	Business Analyst, Administrative Supervisor		
FLSA Classification:	Non-Exempt	Wage:	Salary Grade 1		
			Minimum	Midpoint	Maximum
		As of 2017	\$11.92/hour	\$14.90/hour	\$17.88/hour

Position Summary

Under the general supervision performs entry level customer service for citizens and administrative needs for general Department of Public Works functions. May be assigned daily office functions and special projects where initiative and accuracy are needed in performing assignments. Administrative work may involve various internal departments, as well as other departments within the City of Sheboygan.

Essential Duties & Responsibilities

1. Assist citizen needs for both walk-in customers or phone calls.
2. Answers routine correspondence through written or oral responses.
3. Composes letters, memoranda and other correspondence.
4. May be needed to attend and/or participate in department meetings.
5. Must be familiar with or capable of understanding city ordinances relating to permits, including parks, boat ramp stickers, diving, driveway, street excavating, dumpsters, parades, fireworks, etc. and collect appropriate fees for such, and produces the receipt and audits the account.
6. May be required to update websites, as needed.
7. Must be capable of preparing requisitions, purchase orders etc. for the department.
8. Ability to utilize a personal computer and related equipment.
9. May participate or be responsible for UPS or other related shipping and billing.
10. Assist in the processing of documents related to personnel changes to account for inter-department changes or promotions/demotions. Employee may be responsible for coordinate Personnel Change Notifications, working with department supervisors and/or superintendents, as well as the Human Resources Department, including payroll.
11. Performs additional tasks as assigned.

Qualification Requirements:

12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
13. Ability to work effectively under tight time constraints.
14. Ability to communicate effectively, both orally and in writing with individuals inside and outside of the organization.
15. Ability to adapt to the needs of the department.

Education and/or Experience

16. Associates Degree from an accredited college or university with general business or office management/bookkeeping degree is preferred.
17. One to three years of previous customer service experience preferred.
18. One to three years of previous data entry experience preferred.
19. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

20. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
21. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

24. Position is contingent on the individual passing a pre-employment drug screen.

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Job Description

Job Title:	GIS / Project Technician	Department:	Department of Public Works		
Date Issue:	May 22, 2017	Reports To:	City Engineer		
FLSA Classification:	Non-Exempt	Wage:	Salary Grade 6		
			Minimum	Midpoint	Maximum
		As of 2017	\$42,709	\$53,386	\$64,064

Position Summary

Under the general supervision of the City Engineer with the Public Works Department, the Geographic Information System ("GIS") / Project Specialist is responsible for performing various duties related to the development and maintenance of the City's GIS, including coverage creation, database development, quality control and output. In addition, the position will support miscellaneous departmental needs, including assisting or leading project research in areas both within the Engineering Division, as well as other divisions within the Department of Public Works.

Essential Duties & Responsibilities

1. Assists in the development by either working independently or with a team to develop, maintenance, coordination and support of the City's GIS to advance the goals of the City's mapping and reporting needs. This includes digital map production, maintenance, and database activities that support the relevant geographic data.
2. Assists in the department in the development or creation of special projects or assignments.
3. Develops arc, polygon and point geographic coverages through the use of digitization and coordinate geometry under the ARC/GIS ESRI software program on the Windows Platform environment.
4. Prepare digital data request for internal and external customers.
5. Create other digital and hardcopy maps for other government offices both within and outside the city to support daily office functions, public hearing meetings and other governmental meetings.
6. Researches and obtains source documents necessary to accurately develop geographic and analytical data. Obtaining this documentation through significant interaction with various departments and agencies.
7. Create daily customized mapping products utilizing cartographic skills to portray data in an understandable format for the general public, interoffice use and other government offices both within and outside the City of Sheboygan (orthophotos, site plans, etc).
8. Consults with Information Systems staff to utilize/manipulate information currently stored on the AS400 Mainframe within the GIS software.
9. Develops/assists in development of programs in order to streamline geographic data entry and analysis.
10. Prepare and maintain user and system documentation for all data acquisition and processing to include metadata development for all coverages.

11. Stays current with trends and developments in GIS software in order to remain current with changes and growth of GIS, both within the city operations and market trends.
12. Assist general public and office personnel with accessing land records information.
13. Analyzes data, prepares reports, memoranda and correspondence.

Qualification Requirements:

14. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
15. Ability to create, prepare and present reports covering a variety of department needs.
16. Ability to work effectively under tight time constraints.
17. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
18. Ability to adapt to the needs of the department.

Education and/or Experience

19. Bachelor's Degree from an accredited college or university with major coursework in Geographic Information Systems, geography, computer science or urban and regional planning, plus a minimum of two years of experience with GIS, ARC/INFO and ARCVIEW software is preferred.
20. Knowledge of Geographic Information System (GIS) and cartographic principles and techniques, ARC/INFO and ARCVIEW software. Extensive working knowledge of G.I.S. methods and procedures for input, processing output, and development of applications. Ability to work independently with minimal direction, ability to pay close attention to detail and to interact effectively with the general public and office staff. Knowledge of AutoDesk drafting and mapping products would be a plus.
21. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

22. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
23. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

24. Position is contingent on the individual passing a pre-employment drug screen.

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A

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

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

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

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

LOT 2 IN SHERWOOD FOREST ESTATES, PART OF OUTLOT 1 IN CERTIFIED SURVEY MAP RECORDED IN VOLUME 21, PAGES 102-103 AS DOCUMENT NO. 1753833, PART OF LOT 1 IN CERTIFIED SURVEY MAP RECORDED IN VOLUME 8, PAGE 323, LOTS 1, 9, 10, 11 AND OUTLOTS 1 AND 5 IN THE PLAT OF RIVER TRAILS, TRACT 1 IN CERTIFIED SURVEY MAP RECORDED IN VOLUME 5, PAGE 198 AND LANDS ALL BEING PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 ALL IN SECTION 10; PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF GOVERNMENT LOT 4 ALL IN FRACTIONAL SECTION 11; PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15; ALL OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND ALL OF GOVERNMENT LOTS 1, 2 AND 3 AND PART OF GOVERNMENT LOT 4 ALL IN FRACTIONAL SECTION 14; PART OF GOVERNMENT LOT 1 IN FRACTIONAL SECTION 23, ALL IN TOWN 14 NORTH, RANGE 23 EAST, IN THE TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 14, THENCE NORTH 00°25'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 AFORESAID 2655.02 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 00°25'18" WEST 2394.66 FEET TO A POINT, SAID POINT BEING SOUTH 00°25'18" EAST 260.50 FEET FROM THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 14; THENCE NORTH 88°25'50" WEST 55.03 FEET TO A POINT ON THE WEST LINE OF C.T.H. "V" SAID POINT BEING 55.00 FEET WEST OF AS MEASURED

*Lies Over
(2/3 vote)*

NORMAL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 14, THENCE NORTH 00°25'18" WEST AND PARALLEL TO SAID WEST LINE 149.44 FEET TO A POINT; THENCE NORTH 53°49'12" WEST 195.42 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 88°25'50" WEST ALONG SAID SOUTH LINE 37.99 FEET TO A POINT; THENCE NORTH 00°23'58" EAST 300.00 FEET TO A POINT; THENCE NORTH 88°25'50" WEST 130.00 FEET TO A POINT; THENCE SOUTH 00°23'58" WEST 300.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 88°25'50" WEST ALONG SAID SOUTH LINE 170.00 FEET TO A POINT; THENCE NORTH 00°23'58" EAST 310.00 FEET TO A POINT; THENCE NORTH 88°25'50" WEST 80.00 FEET TO A POINT; THENCE SOUTH 00°23'58" WEST 310.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 88°25'50" WEST ALONG SAID SOUTH LINE 671.60 FEET TO A POINT ON THE EAST LINE OF SHERWOOD FOREST ESTATES, A RECORDED PLAT; THENCE NORTH 00°34'26" EAST ALONG SAID EAST LINE 313.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 IN SHERWOOD FOREST ESTATES; THENCE NORTH 89°25'50" WEST ALONG SAID SOUTH LINE 129.23 FEET TO A POINT ON THE EAST LINE OF SHERWOOD DRIVE; THENCE NORTH 00°34'10" EAST ALONG SAID EAST LINE 140.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°25'50" EAST ALONG SAID NORTH LINE 129.23 FEET TO A POINT ON THE EAST LINE OF SHERWOOD FOREST ESTATES; THENCE NORTH 00°34'26" EAST ALONG SAID EAST LINE 268.08 FEET TO A POINT ON THE SOUTH LINE OF OUTLOT 1, CERTIFIED SURVEY MAP RECORDED IN VOLUME 21, PAGE 102-103 AS DOCUMENT NO. 1753833; THENCE NORTH 89°25'50" WEST ALONG SAID SOUTH LINE 222.65 FEET TO A POINT; THENCE SOUTH 59°56'10" WEST ALONG SAID SOUTH LINE 66.00 FEET TO A POINT; THENCE NORTH 89°25'50" WEST ALONG SAID SOUTH LINE 45.96 FEET TO A POINT ON THE WEST LINE OF SHERWOOD FOREST ESTATES; THENCE SOUTH 00°34'10" WEST ALONG SAID WEST LINE 17.99 FEET TO A POINT; THENCE NORTH 88°31'19" WEST 966.83 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE NORTH 00°37'13" EAST ALONG SAID WEST LINE 1986.69 FEET TO THE CENTER OF SECTION 10; THENCE NORTH 00°15'24" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 10 A DISTANCE OF 1332.63 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, SAID POINT ALSO BEING THE SOUTH LINE OF LANDS DESCRIBED IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1225355, VOLUME 1181, PAGES 918-919 AND THE SOUTHERLY CORPORATE LIMITS OF THE CITY OF SHEBOYGAN; THENCE SOUTH 88°40'25" EAST ALONG SAID LINE 649.17 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00°23'33" WEST ALONG SAID EAST LINE 1331.17 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00°33'53" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF

SECTION 10 A DISTANCE OF 1326.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 88°36'49" EAST ALONG SAID NORTH LINE 1294.59 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00°27'16" WEST ALONG SAID EAST LINE 681.51 FEET TO A POINT MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN QUIT CLAIM DEED DOCUMENT NO. 1052237; THENCE SOUTH 89°17'42" EAST ALONG THE NORTH LINE OF SAID LANDS 367.95 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 00°24'04" WEST 140.47 FEET TO A POINT MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN QUIT CLAIM DEED DOCUMENT NO. 1052238; THENCE SOUTH 88°26'12" EAST ALONG THE NORTH LINE OF SAID LANDS 279.99 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 10; THENCE SOUTH 00°23'58" WEST ALONG SAID EAST LINE 181.34 FEET TO A POINT ON THE NORTH LINE OF TRACT 1 IN CERTIFIED SURVEY MAP VOLUME 5, PAGE 198; THENCE SOUTH 88°42'12" EAST ALONG SAID NORTH LINE 429.00 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 1; THENCE SOUTH 00°23'58" WEST ALONG SAID EAST LINE 231.73 FEET TO A POINT ON THE NORTH LINE OF THE PLAT OF RIVER TRAIL, A RECORDED PLAT; THENCE SOUTH 88°39'06" EAST ALONG SAID NORTH LINE 904.00 FEET TO A POINT MARKING THE NORTHEAST CORNER OF LOT 9, PLAT OF RIVER TRAIL; THENCE NORTH 00°43'00" EAST ALONG THE WEST LINE PLAT OF RIVER TRAIL 93.05 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF LOT 8, PLAT OF RIVER TRAIL; THENCE SOUTH 88°37'41" EAST ALONG SAID SOUTH LINE AND ITS EXTENSION, (SAID LINE ALSO BEING THE NORTH LINE OF LOT 1, PLAT OF RIVER TRAIL AND ITS EXTENSION) 734.81 FEET TO A MEANDER CORNER, SAID POINT BEING SOUTH 88°37'41" EAST 111 FEET MORE OR LESS FROM THE THREAD OF BLACK RIVER; THENCE NORTH 22°00'00" EAST ALONG A MEANDER LINE 508.14 FEET TO A MEANDER CORNER ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, SAID POINT BEING SOUTH 88°45'21" EAST 217 FEET MORE OR LESS FROM THE THREAD OF BLACK RIVER; THENCE SOUTH 88°45'21" EAST ALONG SAID NORTH LINE 409.00 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF LOT 19 IN EDGEWATER BEACH, A RECORDED PLAT; THENCE SOUTH 89°16'46" EAST ALONG THE SOUTH LINE OF SAID LOT 296.14 FEET TO A POINT; THENCE SOUTH 01°23'32" EAST PARALLEL TO AND 50 FEET WEST OF LOT 27 IN TIMBERLAKE, A RECORDED PLAT, 272.76 FEET TO A POINT ON THE NORTH LINE OF TIMBERLAKE ROAD; THENCE SOUTHWESTERLY 171.98 FEET ALONG SAID NORTH LINE AND ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 550.00 FEET AND WHOSE CHORD BEARS SOUTH 81°37'16" WEST 171.28 FEET TO A POINT; THENCE SOUTH 00°34'44" WEST ALONG TIMBERLAKE ROAD 66.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ROAD; THENCE NORTHEASTERLY 43.00 FEET ALONG SAID SOUTH LINE AND ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 616.00 FEET AND WHOSE CHORD BEARS NORTH

88°34'44" EAST 43.00 FEET TO A POINT ON THE WEST LINE OF LOT 26 IN TIMBERLAKE; THENCE SOUTH 06°58'30" EAST ALONG THE WEST LINE OF SAID LOT 26 AND 25 A DISTANCE OF 310.73 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE SOUTH 89°13'44" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 1616.21 FEET TO A MEANDER CORNER, SAID POINT BEING NORTH 89°13'44" WEST 194 FEET MORE OR LESS FROM THE SHORE OF LAKE MICHIGAN; THENCE SOUTH 22°12'00" WEST ALONG SAID MEANDER LINE 4257.36 FEET TO A MEANDER CORNER, SAID POINT BEING NORTH 89°02'42" WEST 357 FEET MORE OR LESS FROM THE SHORE OF LAKE MICHIGAN; THENCE NORTH 89°02'42" WEST 902.55 FEET TO A POINT; THENCE SOUTH 00°17'46" EAST 684.53 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED IN DOCUMENT NUMBER 1964431; THENCE NORTH 89°21'46" WEST ALONG SAID NORTH LINE 304.57 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 00°17'46" EAST ALONG THE WEST LINE OF SAID LANDS 172.14 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE SOUTH 89°21'46" EAST ALONG THE SOUTH LINE OF SAID LANDS 112.12 FEET TO A POINT; THENCE SOUTH 00°17'46" EAST 455.02 FEET TO A POINT; THENCE SOUTH 51°00'00" WEST 1201.92 FEET TO A POINT; THENCE SOUTH 87°57'52" WEST 800.00 FEET TO A POINT ON THE WEST LINE ON GOVERNMENT LOT 1 IN SECTION 23; THENCE NORTH 02°02' 08" WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 800.00 FEET TO THE POINT OF BEGINNING. INCLUDING THOSE LANDS LYING BETWEEN THE AFORESAID MEANDER LINE AND THE THREAD OF BLACK RIVER. ALSO INCLUDING THOSE LANDS LYING BETWEEN THE AFORESAID MEANDER LINE AND THE SHORE OF LAKE MICHIGAN.

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

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

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

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

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

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

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. _____ - 17 - 18. By Alderperson Wolf. June 5, 2017.

AN ORDINANCE creating a no parking, stopping, or standing zone on the north and south side of Indiana Avenue west of S. 10th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the north and south side of Indiana Avenue from the west curb line of S. 10th Street to 30 feet west of S. 10th is hereby added to the list of locations where no parking, stopping, or standing is permitted.

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

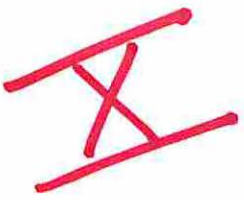
Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Pub. Wks.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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

AN ORDINANCE repealing and replacing Section 2-338 of the Municipal Code relating to purchasing procedure so as to require the city administrator to create and regularly review and update a policy related to purchasing procedures.

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

Section 1. Section 2-338 of the Municipal Code entitled "Purchasing procedure" is hereby repealed and replaced to read as follows:

"Sec. 2-338. *Purchasing procedure.*

- (a) The purchasing agent shall prepare or approve all standards and written specifications for supplies, equipment and services. All such specifications shall permit competition wherever practicable.
- (b) All public construction contracts shall be bid in accordance with state statutes.
- (c) The City Administrator shall establish, maintain, and from time to time amend, a policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection (b) above. The City Administrator shall notify the Common Council in writing of the establishment of and any amendments to the policy. Additionally, said policy shall be kept on file as section 2-338 in the supplement to this Code on file in the city clerk's office."

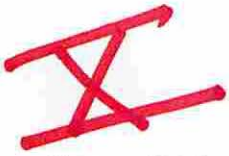
Finance & Personnel.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. _____ - 17 - 18. By Alderperson Wolf. June 5, 2017.

AN ORDINANCE creating a no parking, stopping, or standing zone on the north and south side of Indiana Avenue east of S. 10th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the north and south side of Indiana Avenue from the east curb line of S. 10th Street to 30 feet east of S. 10th is hereby added to the list of locations where no parking, stopping, or standing is permitted.

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

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

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



4.2

R. O. No. 21 - 17 - 18. By CITY PLAN COMMISSION. May 15, 2017.

Your Commission to whom was referred Gen. Ord. No. 1-17-18 by Alderpersons Bitters and Nelson and R. O. No. 13-17-18 by City Clerk for an application from Alliant Energy requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Neighborhood Residential (NR-6); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 9, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

*Lie over
to June 5th*

Director of Planning and Development



Handwritten text or symbols, possibly a signature or initials, located in the upper left corner.

~~A~~

7.1

Gen. Ord. No. 1 - 17 - 18. By Alderpersons Bitters and Nelson.
May 1, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2010 S. 19th Street from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870).

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870):

Property located at 2010 S. 19th St. described as:

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 20, BLOCK 2 OF GRAFF'S SUBDIVISION, SAID CORNER BEING A POINT ON THE SOUTH R/W LINE OF ARIZONA AVE. THENCE N 88°24'57" E ALONG SAID SOUTH R/W LINE 10'± TO THE WEST R/W OF S. 19TH ST, THENCE S 01°39'47"E ALONG SAID WEST R/W LINE 119.85' TO THE POINT OF BEGINNING, THENCE CONTINUING S 01°39'47" E ALONG SAID WEST R/W LINE 170.74' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF UNION AVE, THENCE S 88°34'07" W ALONG SAID NORTH R/W LINE 170.60' TO THE EAST R/W LINE OF THE UNION PACIFIC RR, THENCE N 01°39'47" W ALONG SAID EAST R/W LINE 5.75', THENCE N 14°10'45" E ALONG SAID EAST R/W LINE 150.92', THENCE N 17°04'42" E ALONG SAID EAST R/W LINE 21.07', THENCE N 88°43'34" E 122.63' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 25,281 SQ FT OR 0.58 ACRES.

City Plan

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Ray A. Butler
Henry J. [unclear]

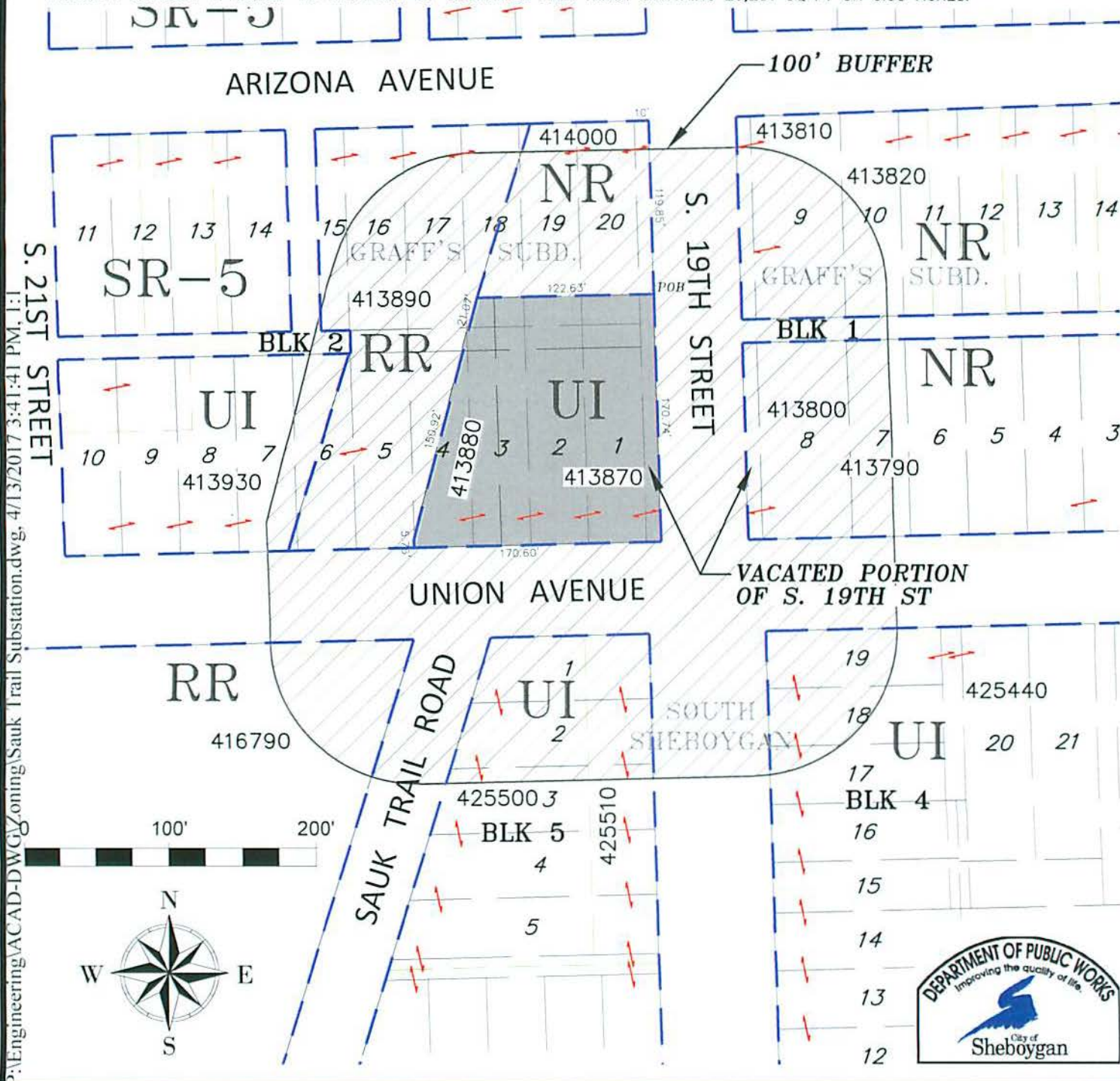
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM UI TO NR SECTION 27, T. 15 N., R. 23 E.

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 20, BLOCK 2 OF GRAFF'S SUBDIVISION, SAID CORNER BEING A POINT ON THE SOUTH R/W LINE OF ARIZONA AVE. THENCE N 88°24'57" E ALONG SAID SOUTH R/W LINE 10'± TO THE WEST R/W OF S. 19TH ST, THENCE S 01°39'47" E ALONG SAID WEST R/W LINE 119.85' TO THE POINT OF BEGINNING, THENCE CONTINUING S 01°39'47" E ALONG SAID WEST R/W LINE 170.74' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF UNION AVE, THENCE S 88°34'07" W ALONG SAID NORTH R/W LINE 170.60' TO THE EAST R/W LINE OF THE UNION PACIFIC RR, THENCE N 01°39'47" W ALONG SAID EAST R/W LINE 5.75', THENCE N 14°10'45" E ALONG SAID EAST R/W LINE 150.92', THENCE N 17°04'42" E ALONG SAID EAST R/W LINE 21.07', THENCE N 88°43'34" E 122.63' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 25,281 SQ FT OR 0.58 ACRES.



P:\Engineering\ACAD-DWG\Zoning\Sauk Trail Substation.dwg, 4/13/2011 3:14:14 PM



II

4.2

R. O. No. 13 - 17 - 18. By CITY CLERK. May 1, 2017.

Submitting an application from Alliant Energy for a change in the zoning classification of property located at 2010 S. 19th Street from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413870).

City Plan

City Clerk

APR 27 '17 AM 9:44



Alliant Energy
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

1-800-ALLIANT (800-255-4268)
alliantenergy.com

April 27, 2017

City of Sheboygan
Office of the City Clerk
828 Center Avenue
Sheboygan, WI 53081

RE: Application for Amendment of Official Zoning Map, Parcel 413870

Dear City Clerk, Plan Commission members and City Council members:

Please find attached a completed Application for Amendment of Official Zoning Map, along with a map of the property proposed to be rezoned.

Alliant Energy/Wisconsin Power and Light Company (WP&L) owns three parcels of land that comprise its Sauk Trail electrical substation property at 2010 S 19th Street, which is bordered on the west side by the Union Pacific rail corridor, on the north by an undeveloped section of Arizona Avenue and on the south by Union Avenue. The substation mostly occupies the northerly parcel, no. 414000, which is zoned NR-6 – Neighborhood Residential, but also occupies the northerly portion of parcel no. 413870, which is zoned UI – Urban Industrial. Parcel no. 413880 does not contain any portion of the substation and is zoned UI – Urban Industrial.

WP&L wants to rebuild the electrical substation due to the age of the existing facilities, which will provide for safe and reliable electrical power for the area the substation serves. To accomplish this, two of the three parcels need to be rezoned and then all three parcels need to be combined by certified survey map before the conditional use and architectural review applications can be submitted.

The proposed zoning map amendment furthers the purposes of the Zoning Ordinance by rezoning two parcels, which are zoned UI, to the same zoning classification as the third parcel, NR-6. The three parcels that comprise the substation property presently have a Neighborhood Preservation comprehensive plan designation, and the NR-6 zoning classification is consistent with that and will allow for a rebuild of the substation.

The proposed amendment will enable the three parcels to have a consistent zoning classification, which will allow for the existing use of the property to be maintained.

I appreciate the Plan Commission's and City Council's consideration of the proposed amendment of the official zoning map.

Sincerely,

A handwritten signature in blue ink that reads 'Brian Cooke'.

Brian Cooke
Sr. Real Estate Representative

OFFICE USE ONLY
APPLICATION NO.:
RECEIPT NO.: 170445
FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Wisconsin Power & Light Co. PHONE NO.: (608) 458-3456

ADDRESS: 4902 North Biltmore Lane E-MAIL: briancooke@alliantenergy.com
Madison, WI 53718-2148

OWNER OF SITE: Wisconsin Power & Light Co. PHONE NO.: (608) 458-3456

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 2010 S 19th Street, Sheboygan

LEGAL DESCRIPTION: _____

PARCEL NO. 413870 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Neighborhood Residential (NR-6)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Parcel contains
part of an operating electrical substation.

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Rebuild the
existing electrical substation and maintain its operation.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? The zoning map amendment furthers the purposes of the Zoning Ordinance by rezoning two parcels to the same zoning classification as a third parcel, so that all three parcels that comprise the substation property will have the same zoning classification.

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

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The three parcels that comprise the substation property presently have a Neighborhood Preservation comprehensive plan designation, and the NR-6 zoning classification is consistent with that and will allow for a rebuild of the substation.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The proposed amendment will enable the three parcels of the substation property to have a consistent zoning classification so the substation can be rebuilt, maintaining the existing use of the property.

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

The proposed map amendment is in harmony with the Comprehensive Plan because the Plan designates the three parcels of the substation property as Neighborhood Preservation, and the NR-6 zoning classification is consistent with that designation. The NR-6 zoning classification for all three parcels will also allow the parcels to be combined into one parcel via certified survey map so a conditional use permit can be obtained to rebuild the electrical substation.

4. CERTIFICATE

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

Brian Cooke for WPSL
APPLICANT'S SIGNATURE

4/27/17
DATE

Brian Cooke
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

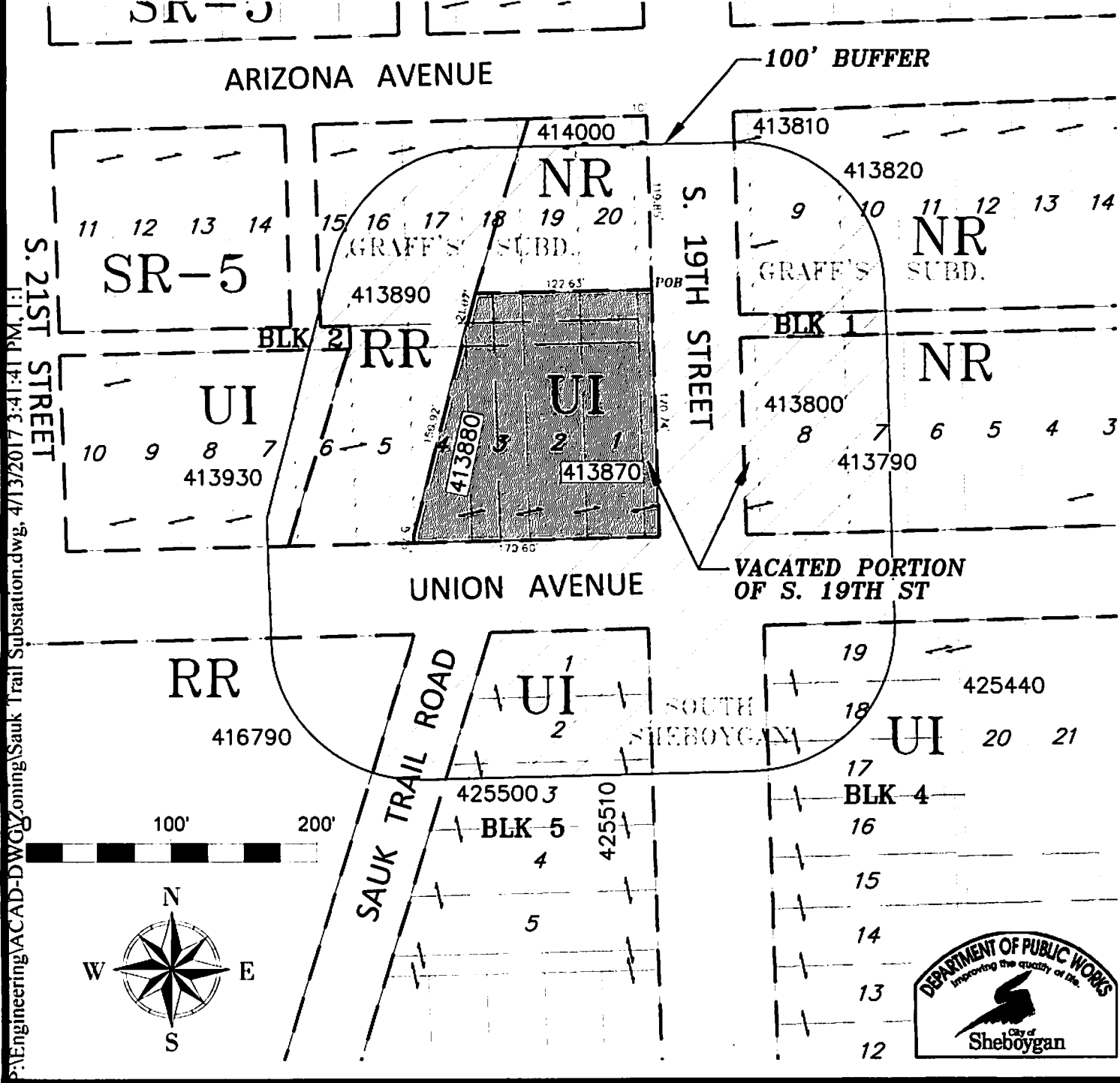
A copy of the current zoning map of the subject property and vicinity showing:

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

PROPOSED ZONING CHANGE FROM UI TO NR SECTION 27, T. 15 N., R. 23 E.

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 20, BLOCK 2 OF GRAFF'S SUBDIVISION, SAID CORNER BEING A POINT ON THE SOUTH R/W LINE OF ARIZONA AVE. THENCE N 88°24'57" E ALONG SAID SOUTH R/W LINE 10'± TO THE WEST R/W OF S. 19TH ST, THENCE S 01°39'47" E ALONG SAID WEST R/W LINE 119.85' TO THE POINT OF BEGINNING, THENCE CONTINUING S 01°39'47" E ALONG SAID WEST R/W LINE 170.74' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF UNION AVE, THENCE S 88°34'07" W ALONG SAID NORTH R/W LINE 170.60' TO THE EAST R/W LINE OF THE UNION PACIFIC RR, THENCE N 01°39'47" W ALONG SAID EAST R/W LINE 5.75', THENCE N 14°10'45" E ALONG SAID EAST R/W LINE 150.92', THENCE N 17°04'42" E ALONG SAID EAST R/W LINE 21.07', THENCE N 88°43'34" E 122.63' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 25,281 SQ FT OR 0.58 ACRES.



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CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 170445

License No: 0000

Date: 04/27/2017

Received By: MMD

Received From: ALLIANT ENERGY - BRIAN COOKE

Memo: 2 REZONES - PARCELS #413870 AND #413880

Method of Payment: \$400.00 Check No. 028640

Total Received: \$400.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	400.00

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

~~II~~

4.3

R. O. No. 22- 17 - 18. By CITY PLAN COMMISSION. May 15, 2017.

Your Commission to whom was referred Gen. Ord. No. 2-17-18 by Alderpersons Bitters and Nelson and RO 14-17-18 by City Clerk for an application from Alliant Energy requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Neighborhood Residential (NR-6); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 9, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over
to June 5th.

Director of Planning and Development

~~A~~ 7.2
Gen. Ord. No. 2 - 17 - 18. By Alderpersons Bitters and Nelson.
May 1, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2010 S. 19th St. from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413880).

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification:

Property located at 2010 S. 19th St. described as:

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF LOT 20, BLOCK 2 OF GRAFF'S SUBDIVISION, SAID CORNER BEING A POINT ON THE SOUTH R/W LINE OF ARIZONA AVE. THENCE N 88°24'57" E ALONG SAID SOUTH R/W LINE 10'± TO THE WEST R/W OF S. 19TH ST, THENCE S 01°39'47"E ALONG SAID WEST R/W LINE 119.85' TO THE POINT OF BEGINNING, THENCE CONTINUING S 01°39'47" E ALONG SAID WEST R/W LINE 170.74' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF UNION AVE, THENCE S 88°34'07" W ALONG SAID NORTH R/W LINE 170.60' TO THE EAST R/W LINE OF THE UNION PACIFIC RR, THENCE N 01°39'47" W ALONG SAID EAST R/W LINE 5.75', THENCE N 14°10'45" E ALONG SAID EAST R/W LINE 150.92', THENCE N 17°04'42" E ALONG SAID EAST R/W LINE 21.07', THENCE N 88°43'34" E 122.63' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 25,281 SQ FT OR 0.58 ACRES.

City Plan

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

By A. Butler
Henry

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

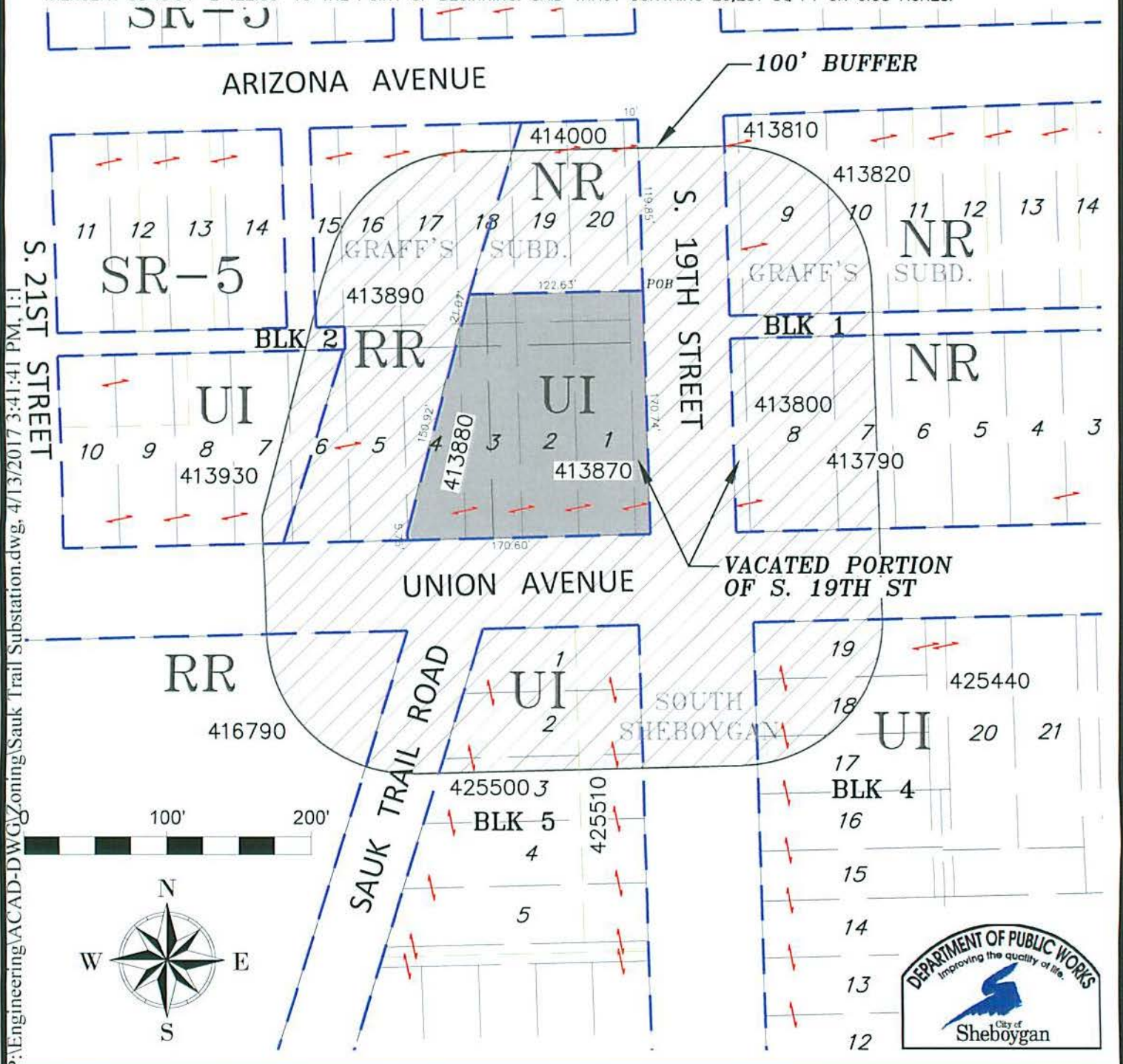
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM UI TO NR SECTION 27, T. 15 N., R. 23 E.

BEING PART OF LOTS 4, 18, 19 & 20 AND ALL OF LOTS 1, 2 & 3 AND THE VACATED EAST/WEST ALLEY ADJACENT TO SAID LOTS AND THAT PART OF VACATED S. 19TH ST. ADJACENT TO LOTS 1 & 20, BLOCK 2, GRAFF'S SUBDIVISION. LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 27, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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II

4.3

R. O. No. 14 - 17 - 18. By CITY CLERK. May 1, 2017.

Submitting an application from Alliant Energy for a change in the zoning classification of property located at 2010 S. 19th St. from Class Urban Industrial UI to Class Neighborhood Residential NR-6 Classification (Parcel No. 413880).

City Plan

City Clerk

APR 27 '17 AM 9:44



Alliant Energy
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

1-800-ALLIANT (800-255-4268)
alliantenergy.com

April 27, 2017

City of Sheboygan
Office of the City Clerk
828 Center Avenue
Sheboygan, WI 53081

RE: Application for Amendment of Official Zoning Map, Parcel 413880

Dear City Clerk, Plan Commission members and City Council members:

Please find attached a completed Application for Amendment of Official Zoning Map, along with a map of the property proposed to be rezoned.

Alliant Energy/Wisconsin Power and Light Company (WP&L) owns three parcels of land that comprise its Sauk Trail electrical substation property at 2010 S 19th Street, which is bordered on the west side by the Union Pacific rail corridor, on the north by an undeveloped section of Arizona Avenue and on the south by Union Avenue. The substation mostly occupies the northerly parcel, no. 414000, which is zoned NR-6 – Neighborhood Residential, but also occupies the northerly portion of parcel no. 413870, which is zoned UI – Urban Industrial. Parcel no. 413880 does not contain any portion of the substation and is zoned UI – Urban Industrial.

WP&L wants to rebuild the electrical substation due to the age of the existing facilities, which will provide for safe and reliable electrical power for the area the substation serves. To accomplish this, two of the three parcels need to be rezoned and then all three parcels need to be combined by certified survey map before the conditional use and architectural review applications can be submitted.

The proposed zoning map amendment furthers the purposes of the Zoning Ordinance by rezoning two parcels, which are zoned UI, to the same zoning classification as the third parcel, NR-6. The three parcels that comprise the substation property presently have a Neighborhood Preservation comprehensive plan designation, and the NR-6 zoning classification is consistent with that and will allow for a rebuild of the substation.

The proposed amendment will enable the three parcels to have a consistent zoning classification, which will allow for the existing use of the property to be maintained.

I appreciate the Plan Commission's and City Council's consideration of the proposed amendment of the official zoning map.

Sincerely,

A handwritten signature in blue ink that reads "Brian Cooke".

Brian Cooke
Sr. Real Estate Representative

OFFICE USE ONLY

APPLICATION NO.:

RECEIPT NO.: 170445

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

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

(Requirements Per Section 15.903)

Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Wisconsin Power & Light Co. PHONE NO.: (608) 458-3456

ADDRESS: 4902 North Biltmore Lane E-MAIL: briancooke@alliantenergy.com
Madison, WI 53718-2148

OWNER OF SITE: Wisconsin Power & Light Co. PHONE NO.: (608) 458-3456

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 2010 S 19th Street, Sheboygan

LEGAL DESCRIPTION: _____

PARCEL NO. 413880 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Neighborhood Residential (NR-6)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Parcel contains
part of an operating electrical substation.

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Rebuild the
existing electrical substation and maintain its operation.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? The zoning map amendment furthers the purposes of the Zoning Ordinance by rezoning two parcels to the same zoning classification as a third parcel, so that all three parcels that comprise the substation property will have the same zoning classification.

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

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The three parcels that comprise the substation property presently have a Neighborhood Preservation comprehensive plan designation, and the NR-6 zoning classification is consistent with that and will allow for a rebuild of the substation.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The proposed amendment will enable the three parcels of the substation property to have a consistent zoning classification so the substation can be rebuilt, maintaining the existing use of the property.

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

The proposed map amendment is in harmony with the Comprehensive Plan because the Plan designates the three parcels of the substation property as Neighborhood Preservation, and the NR-6 zoning classification is consistent with that designation. The NR-6 zoning classification for all three parcels will also allow the parcels to be combined into one parcel via certified survey map so a conditional use permit can be obtained to rebuild the electrical substation.

4. CERTIFICATE

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

Brian Cooke for WP&L
APPLICANT'S SIGNATURE

4/27/17
DATE

Brian Cooke
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

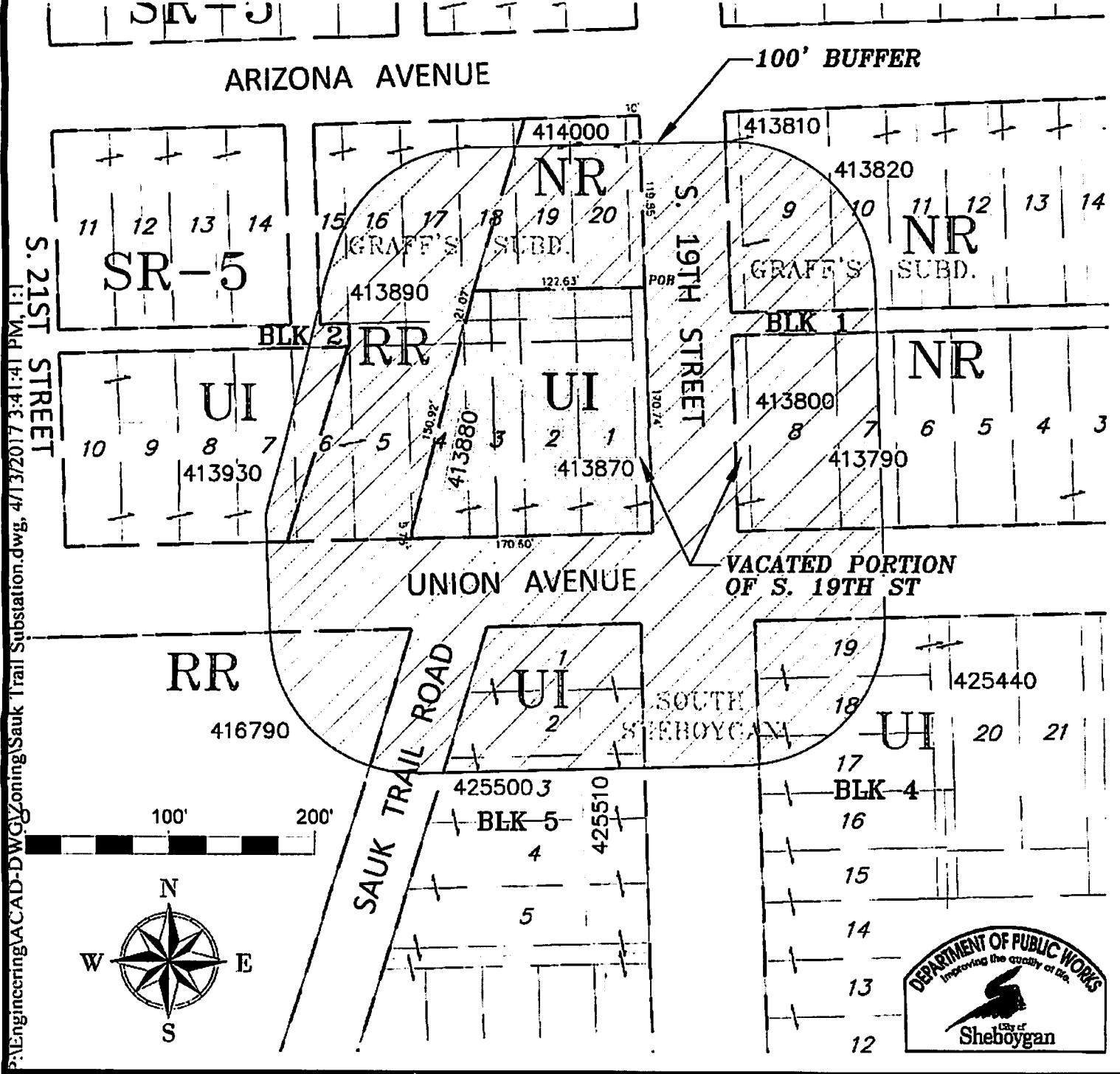
A copy of the current zoning map of the subject property and vicinity showing:

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

PROPOSED ZONING CHANGE FROM UI TO NR SECTION 27, T. 15 N., R. 23 E.

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CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 170445

License No: 0000

Date: 04/27/2017

Received By: MMD

Received From: ALLIANT ENERGY - BRIAN COOKE

Memo: 2 REZONES - PARCELS #413870 AND #413880

Method of Payment: \$400.00 Check No. 028640

Total Received: \$400.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	400.00

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

III

Other Matters

9.1

Res. No. 34 - 17 - 18. By Alderperson Draughon. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase one new fire engine for the City of Sheboygan Fire Dept.

WHEREAS; The Sheboygan Fire Department created an equipment replacement schedule many years ago to insure that its fleet of fire and rescue apparatus remains dependable and compliant to national standards (NFPA), and;

WHEREAS; in concert with the replacement schedule, a frontline vehicle in the Sheboygan Fire Department Fleet has been identified as to being both ready and eligible for replacement. City of Sheboygan Fire Department staff have spent a great deal of effort in identifying and specifying a suitable and budget mindful replacement, and included same in the 2017 Capital Improvements Budget, and;

WHEREAS; The Sheboygan Fire Department has diligently worked to specify a vehicle and equipment package that meets all of its needs yet is respectful of budgetary constraints.

WHEREAS; Over the past many years The Sheboygan Fire Department has found that Fire Fighting apparatus manufactured by Pierce Inc. of Appleton WI to be some of the best in the industry and has made a conscious effort to standardize its fleet with Pierce equipment and;

WHEREAS; The responsibility for the regular maintenance and repair of the entire Sheboygan Fire Department fleet has been assumed by the Department of Public Works Motor Vehicle Division and the close proximity and willingness of Pierce Manufacturing has resulted in the City taking advantage of nearby support, replacement parts and on-going training offered to Pierce Manufacturing customers, and;

Public Safety

WHEREAS; The Purchase of this apparatus includes a pre-payment discount in the amount of \$ 25,000 from the sales price of \$ 568,000. In addition, the vehicle to be replaced will be sold at auction following the receipt of the new vehicle into the fleet.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Pierce Manufacturing Inc. of Appleton WI in the amount of \$543,000 and that the need for competitive bidding is hereby waived due to the sole source exclusion, and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw payments on the following accounts in payment of same:

\$500,000 (476621100-641100) \$19,000 (40022100-649100) \$10,000 (101202100-522110) \$10,000 (101202100-524110) \$4,000 (101202100-530230)



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.2

R. O. No. 53 - 17 - 18. By CITY CLERK. June 5, 2017.

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

City Clerk

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 th 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 th St.
7249	Hess, Jeannie M.	2225 N. 22 nd 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 th St. #4
1696	Rivas, Leeah R.	1032 N. 16h St.
8862	Roelse, Julie L.	W2595 CTY Rd. N. Sheb. Falls
1664	Strickland, Eddie M.	2748 N. 10 th St.
1699	Taubel, Heather A.	506 Schwartz St., Plymouth
0575	Temby, Ian D.	3017 S. 12 th St.
1688	Torres, Ruben Jr.	N7772 Lakeshore Rd.
1672	Unrein, Parker L.	1614 S. 22 nd St.
1684	Vera, Wendy L.	2115 S. 12 th St. Apt. A
1687	Webster, Patrick L.	4921 W. Flanders Rd., McHenry, Il.

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

Law & Lic

<u>No.</u>	<u>Name</u>	<u>Address</u>
7800	Abstetar, Elizabeth A.	709 Park St., Manitowoc
0749	Adamavich, Brooke A.	1301 S. 19 th St.
1004	Adamavich, William J.	3823 S. 11 th St.
7012	Alvarez, Alexander D.	2929 N. 26 th St.
5585	Arentsen, Jon M.	N1457 Sauk Trail Rd., Oostburg
6932	Aschenbach, Kimberly A.	1207 Union Ave.
0764	Augustin, Jeremy L.	2010 N. 12 th St.
0800	Balge, Jennifer A.	1534 Blocki Ct.
4736	Bartlow, Keli M.	1812 S. 13 th St.
8236	Batt, Jason F.	722 Spring Ave.
0887	Bauer, Kathleen M.	1030 Pershing Ave.
9495	Baughman, Laura B.	3608 S. 11 th St.
5214	Beauvais, Dawn M.	1133 Ontario Ave.
1057	Becker, Angela F.	2234 N. 20 th St.
9427	Bedore, Amanda L.	518 Pennsylvania Ave.
9030	Benish, Leland J. (Club)	2513 N. 9 th 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 nd St. Apt A
9509	Casper, Debra L.	3728 Kennedy Circle
2482	Chavez, Angie C.	1507 S. 21 st St.
9078	Christel, Jessica L.	906 Logan Avenue
5433	Cordle, Alexia J.	1520 S. 13 th 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 th St.
9986	Depagter, James R.	3417 S. 12 th Place
8037	Diedrich, Hayley E.	619 N. 8 th 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 st 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 th Pl.
9338	Flores, Diane G.	1637 S. 26 th St.
7641	Frericks, Julie A.	925 S. 14 th St.
0136	Fredricks, Sydney A.	1606 Wilson Ave.
4430	Gilbertson, Lindian M.	2335 N. 15 th St. Apt A
5170	Gilbertson, Stephen J. (Club)	1216 N. 29 th 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. 8th St.
6198 Hagerman, Ashley E. 2222 N. 23rd 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. 26th St.
3028 Hendrikse, Cathy A. 1416 Logan Ave.
8391 Hernandez, Jose U. 1127 Michigan Ave.
1505 Hinz, Laurie J. 3616 S. 17th 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. 25th St.
5973 Krebsbach, Kristin E. 1528 S. 7th St.
5346 Kreutz, Michael S. (Club) 5315 Lakeshore Rd.
1703 Kuehlmann, Sherry A. 1721 Ashland Ave. Apt. 101
5598 Kussard, Gary L. 3112 N. 8th St.
4972 Lawrence, Susan M. 1028 Lincoln Ave.
6911 Lee, Manasty V. 434 Ontario Ave.
2704 Lehmann, Ryan J. 1447 S. 21st St.
5670 Lester, Jason D. 1408 S. 8th St.
9512 Lilyquist, Steve C. 2510 S. 12th St.
3553 Loesing, Stephanie A. 1623 N. 37th St.
7845 Maclaughlin, Penny L. 1719 Elm Avenue
3291 Mallmann, Louis L. 2631 N. 29th St.
7491 Martinez, Rufino C. 2748 N. 10th St. #11
0929 Mayr, Cherilyn A. 1913 Wiemann Avenue
6968 McFarland, Lloyd P. 1414 N. 17th St.
8466 McMahan, Susan M. 932 Bell Ave.
0360 Merrill, Anna K. 1120 S. 17th St.
7676 Meulbroek, Robert W. 4830 Ferndale Ct.
0861 Morton, Danielle R. 3114 N. 9th St.
0953 Morton, Michael G. 1619 Division Ave.
6011 Nennig, David M. 1559 N. 15th St.
8549 Nienhuis, Matthew B. 4313 Liberty Ct. BB207
4927 Oehldrich, Richard M. 830 N. 36th St.
6805 Oelhafen, Vanessa A. 1617 New Jersey Ave.
0030 Ottman, Donna J. 127 Kay Ave., Sheb. Falls

1954 Peaschek, Daniel R.
3797 Pena, Javier (Club)
6184 Pfeifer, Katherine A.
9353 Phalin-Christman Thomas J.
9480 Pierce, Christine L.
9453 Pilgrim, Marion M.
6395 Prieto, Caroline P.
1992 Procek, Edward J.
1993 Procek, Susan L.
9083 Puetten, Frank Von Der
9972 Ramey, Angela S.
9176 Reese, Alexa M.
0323 Richter, Erin E.
0924 Ripplinger, Kasey A.
9973 Rishel, Aaron E.
6888 Rosas, Lucia
6331 Ross, Daniel T.
7528 Rudd, Jacqueline J.
7052 Schad, Jamie L.
0228 Schmitz, Lori M.
0324 Schneider, Nancy C.
7337 Senkbeil, Steve J. (Club)
2135 Sessler, Steven J. (Club)
7621 Skrube, Lisa L.
0793 Sonia, Jason C.
9472 Spettel, Deborah A.
0933 Spettel, Ricky G. (Club)
8248 Stanisich, Leah M.
7673 Steen, Linda S.
5874 Tadych, Emily J.
2218 Tauferner, Gary L.
2219 Tauferner, Richard M.
0785 Thiel, Billy A.
0207 Thompson, Mitchell D.
9323 Tolbert, Crystal P.
2241 Trilling, Jane A.
2257 Van Veghel, John V.
7762 Van Veghel, Stephen F.
9173 Vidimos, John J.
5374 Vidimos, Melodie A.
5212 Vidimos, Mike E.
8331 Vitale, Umberto
0792 Vorpahl, Julia V.
4924 Vugrinovich, Laura J.
3089 Walker, Elizabeth A.
6097 Wegner, Jennifer L.
0748 Werner, Sydney R.
2616 N. 25th St.
929 Indiana Ave. Apt. A
706 Oriole Ln., Howards Grove
936 Superior Ave.
1709 S. 26th St.
1042AS Willow Ln., Kohler
1527 S. 13th St.
1230 S. 13th St.
1230 S. 13th St.
1716 N. 19th St.
514 N. 26th St.
634 Dillingham Ave.
1640 S. 19th St.
1236A St. Clair Ave.
1911 N. 12th St.
2407 Broadway
2332A Park Place
W2551 Theobald Ct.
2526 N. 9th St.
402 Diane St., Chilton
2019 N. 40th St.
4040 N. 29th St.
1019 Indiana Ave.
1844 N. 20th St.
2040 Folger Ct.
4615 Mueller Rd.
612 Superior Ave.
2726 S. 11th Pl.
4166 Red Birch Ct.
2104 Folger Court
2606 Grey Fox Court
3523 Lannon Rd.
1703 N. 37th St.
1131 Main Ave.
716 Spring Ave.
2205 S. 10th St.
825 N. 28th St.
402 Clement Ave.
3015 N. 15th St.
2203 N. 20th St.
2203 N. 20th St.
1128 N. 29th St.
1527 Carmen Ave.
1214 Georgia Ave.
612 Superior Avenue
2008 S. 8th St.
3741 S. 10th 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 th St.
7394 Zimmerman, Holly A.	1423 N. 7 th 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

II

Other Matters

9.3

R. O. No. 54 - 17 - 18. By CITY CLERK. June 5, 2017.

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

City Clerk

CHANGE OF AGENT

Heidi A. Pierce is replacing Todd Bastian as agent effective immediately for Applebee's Neighborhood Grill and Bar located at 526 S. Taylor Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Ave. - One day event to be held July 8, 2017 to include entire parking lot North and East of building.
2373	The Duke of Devon	739 Riverfront Dr. - One day event to be held July 3, 2017 to include the North side of the building in parking lot between The Duke of Devon and The Wharf.
1809	The Wharf	733 Riverfront Dr. - One day event to be held on July 19, 2017. Two day event to be held August 12 & 13, 2017 to include the parking lot between the Duke of Devon and The Wharf in front of both.
2726	JMK Arts Center	608 New York Ave. - One day event to be held on June 25, 2017 to include the Sculpture Garden of the Arts Center.

SIDEWALK CAFÉ LICENSE (April 15, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Als Bar & Grill	1502 S. 12 th St.

Law & Lu

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3257	J & R Bar & Grill	1823 N. 12 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3259	My Asian Restaurant	1307 Huron Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3259	My Asian Restaurant	1307 Huron Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3043	SR Tobacco	2529 S. Business Drive
1392	Suscha News, LLC	1117 N. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	Jakes Liquor	2019 S. Business Dr.
3214	Piggly Wiggly Supermarket	3124 S. Business Dr.
3187	Sheboygan Liquor Depot	810 N. 14 th St.
2702	Tietzs Piggly Wiggly	2905 N. 15 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	CVS Pharmacy #10549	1108 N. 14 th St.
2404	Dicks Northeast Standard	905 Erie Ave.
2336	El Durango	1035 Indiana Ave.
3192	Harbor Centre Marina I	821 Broughton Dr.
3247	Mad Max of Sheboygan	1003 S. 14 th St.
2519	Northside Clark	2709 N. 15 th St.
2374	Save-A-Lot/Pet Supplies Plus	1817 N. 8 th St.
2864	Sheboygan BP	1030 S. 14 th St.
2710	The Pig Stop II	2917 N. 15 th St.
3007	Tidy Store of Sheboygan	810 N. 14 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th St.
2742	8 th Street Ale Haus	1132 N. 8 th St.
1005	Al & Als Bar & Grill	1502 S. 12 th St.
3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.
1936	Black Pig	821 N. 8 th St.
3044	Blondies Bar & Grill	1034 Michigan Ave.
2805	Blue Harbor Resort	725 Blue Harbor Dr.
3160	Bomallies	2427 Calumet Dr.
2381	Bourbon Street Pub & Grill	1536 Indiana Ave.
1419	Bunker, The	1138 Union Avenue
3150	Craft 30	1015 S. 10 th St.
1089	Daves Whos Inn	835 Indiana Ave.
2373	Duke Of Devon, The	739 Riverfront Dr.
1752	End Zone, The	904 Indiana Ave.
3136	Franks Place	3023 N. 15 th St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
3117	Harbor Lights IV	434 Pennsylvania Ave.
2386	Harmony Bar	1336 Niagara Avenue
1734	Holiday Inn-Express	3823 Germaine Ave.
1926	Il Ritrovo	515 S. 8 th St.
3250	Jakes Roundabout Steakhouse	4604 S. Business Dr.
1810	Jakums	2601 N. 15 th St.
2962	JJS Getaway Café	1210 Michigan Ave.
2726	John Michael Kohler Arts	608 New York Ave.
2911	Lakeshore Technical College	712 Riverfront Dr.
3086	Las Brisas	1129 S. 8 th St.
2685	Lino Ristorante Italiano	422 South Pier Dr.
1795	Luigis Italian Restaurant	2910 Kohler Memorial Dr.
3107	Luz De Luna	920 Michigan Avenue
2740	Mannings Irish Pub	3015 N. 15 th St.
3118	Mi Ranchito	1235 Indiana Ave.
1234	Muellers Bar	1501 Union Ave.
2976	My Place Bar & Grill	1515 New Jersey Ave.
3120	Northstar	3004 N. 8 th St.
3066	NZ'S Bar & Grill	1022 Michigan Ave.
1699	On The House	1153 High Avenue
3217	Parker Johns BBQ & Pizza	705 Riverfront Dr.
1252	Peteks Tavern	2702 S. 8 th St.
3098	Pier 17	539 Riverfront Dr.
1267	Poor Richards	1105 Geele Ave.
2030	Rewind	1002 Michigan Ave.
1288	Riverview Club	626 N. 15 th St.
2135	Sandee's Cool Runnings	1202 Michigan Ave.
3087	Santanas Place	1019 Erie Ave.
1680	Scenic Bar LLC	1635 Indiana Ave.
1925	Screamers	2201 N. 15 th St.
3248	Seeboth Delicatessen	1501 S. 8 th St.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave.

1229 Sheboygan Moose Lodge #438	1811 Georgia Ave.
1345 Sheboygan Outboard Club	732 N. Water St.
1346 Sheboygan Pine Club	1716 Geele Ave.
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Ave.
1353 Sheboygan Yacht Club	214 Pennsylvania Ave.
1360 Slys Midtown Saloon	508 N. 8 th St.
3183 Sprechers Restaurant & Pub	820 Indiana Ave.
2943 Superior Bar & Grill LLC	2607 Superior Ave.
3178 Tasty Sheboygan	1423 Union Ave.
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 th St.
2566 That Place On 8 th	1432 S. 8 th St.
2207 The Silver Fern	2538 N. 15 th St.
3069 Time And A Half	2518 N. 15 th St.
1411 Tommys Bar	2335 N. 15 th St.
1412 Trattoria Stefano	522 S. 8 th St.
2774 Union Ave Tap	1401 Union Ave.
2427 Urbane	1231 N. 8 th St.
1420 VFW Post 9156	552 S. Evans St.
3119 Vibe Bar	2513 S. 8 th St.
2513 Vreekes Tavern	935 Michigan Ave.
2921 Walkabout, The	2401 Calumet Drive
1764 Water Street Pub	931 N. 12 th St.
2029 Weill Center	826 N. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
3254	Bookworm Gardens	1415 Campus Dr.
3094	Dickey's Barbecue Pit	2719 Calumet Dr.
2706	Fayes Pizza	1821 Calumet Dr.
3111	Glas-The Green Coffeehouse	924 N. 14 th St.
3129	Greece E Spoon	1217 N. 8 th St
3235	Harvest Café	502 S. 8 th St.
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Organization	2213 New Jersey Avenue
3135	New China Buffet	571 S. Taylor Dr.
3032	Nicky's Pizza	1735 Calumet Dr.
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.
1809	The Wharf	733 Riverfront Dr.
3246	Toys Thai Laos I	1229 N. 8 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Dr.
2706	Fayes Pizza	1821 Calumet Dr.
3129	Greece E Spoon	1217 N. 8 th St.
3235	Harvest Café	502 S. 8 th St.
3034	Marc Cinemas	3226 Kohler Memorial Drive
3055	Noodles & Company	555 S. Taylor Dr.
3018	Pho VN	2209 S. Business Dr.