

*****ATTACHMENTS*****



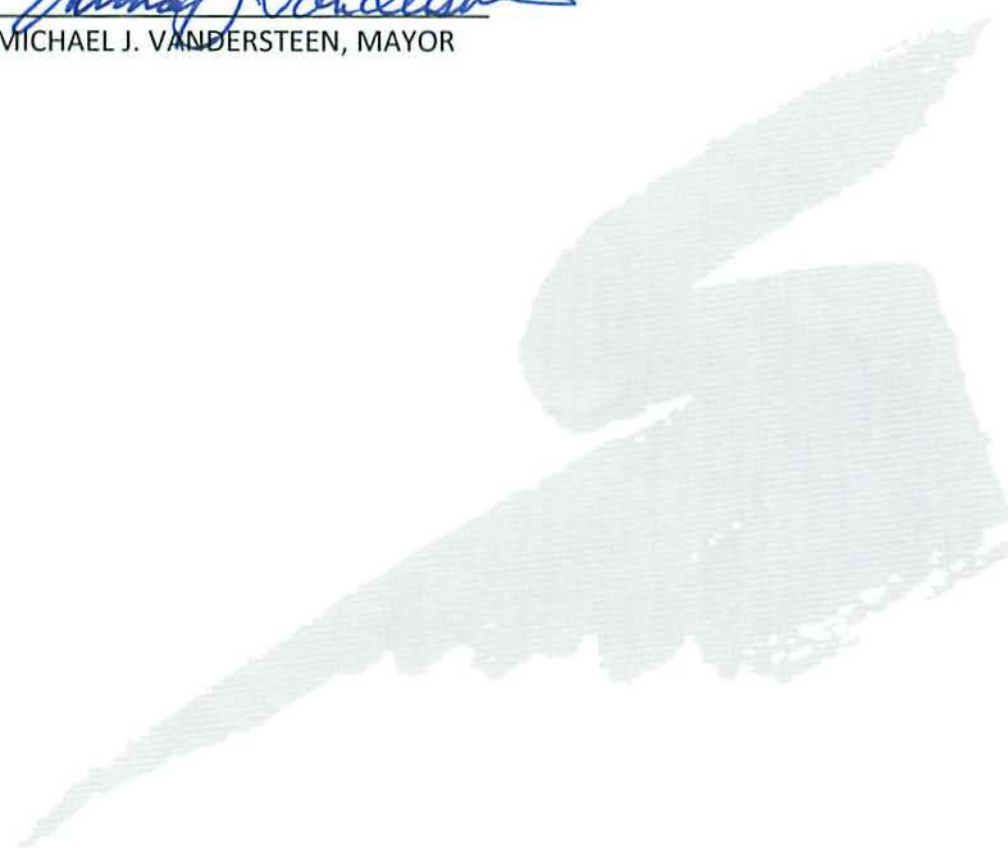
May 1, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Kyle Whelton to be considered for appointment to the Library Board to fill the unexpired term of Nhia Yang whose term expires 4/30/20.

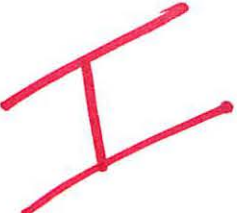
MICHAEL J. VANDERSTEEN, MAYOR



OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256



Hearing No. - 17 - 18 . May 1, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening for the proposed assessments for water laterals in Broadway Avenue from South 7th Street to South 13th Street.

Any interested persons may be heard.

Publish - April 20, 2017.

OFFICIAL NOTICE

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

Broadway Avenue from South 7th Street to South 13th Street

PUBLIC NOTICE is hereby given, that special assessments have been made according to law, and the same will be open for review and correction by the said Board of Water Commissioners at their office of the Water Utility, N. 1st St. and Park Ave., from April 18, 2017 to May 1, 2017, between the hours of 7:30 A.M. and 4:00 P.M. on each day except Saturdays, Sundays, and Holidays.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on the 1st day of May, 2017, at 6:-6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvement, if any, shall be paid by the City.

SUSAN RICHARDS
City Clerk



April 18, 2017

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

Dear Mrs. Richards:

The Sheboygan Water Utility hereby requests that you cause notice to be published no later than Thursday, April 20, 2017, schedule public hearing(s), and introduce final resolution(s) requesting confirmation of **WATER LATERAL replacement** special assessments, in conjunction with the Common Council's **May 1, 2017** meeting, *for the following water lateral replacement project(s):*

<u>Location</u>	<u>Prel. Res. #</u>
Broadway Avenue from South 7th Street to South 13th Street.	170-16-17

Open review period: **April 18, 2017 to May 1, 2017**, 7:30 AM to 4:00 PM daily, excluding Saturdays, Sundays & holidays, at the Water Utility office, 72 Park Ave. Contact phone numbers: 459-3839 or 459-3806.

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

Sincerely,

SHEBOYGAN WATER UTILITY

Damian J. Nevers
Utility Engineer

Preliminary Schedule of Special Assessments for: **Water Lateral Replacement**

Project/Street Name: Broadway Avenue - S. 7th Street to S. 13th Street

Page 1 of 3

Prelim. Res. #: 170-16-17

Date Passed: 1/19/2017

Ward: 20, 21

Publish By: _____

Requested Hearing Date: _____

Utility Opening Date: _____

Closing Date: _____

Assessment Rate for 1", per LF: \$112.00 (short side) \$93.00 (long side)

Service Address	Assessment Number	New Service Size	Estimated Footage (lin ft)	Estimated Assessment Cost to Property Owner
704 Broadway Ave	316060	1"(short)	18	\$2,016.00
705 Broadway Ave	316460	1"(long)	38	\$3,534.00
711 Broadway Ave	316480	1"(long)	38	\$3,534.00
715 Broadway Ave	316490	1"(long)	38	\$3,534.00
716 Broadway Ave	316040	1"(short)	18	\$2,016.00
719 Broadway Ave	316500	1"(long)	38	\$3,534.00
724 Broadway Ave	316020	1"(short)	18	\$2,016.00
1629-1629A S. 8th St	316010	1"(short)	18	\$2,016.00
1706 S. 8th St	316280	1"(long)	37	\$3,441.00
815 Broadway Ave	316290	1"(long)	37	\$3,441.00
818 Broadway Ave	316220	1"(short)	18	\$2,016.00
819 Broadway Ave	316300	1"(long)	37	\$3,441.00
820 Broadway Ave	316210	1"(short)	19	\$2,128.00
823 Broadway Ave	316310	1"(long)	37	\$3,441.00
824 Broadway Ave	316200	1"(short)	19	\$2,128.00
828-830 Broadway Ave	318970	1"(short)	19	\$2,128.00
833 Broadway Ave	316330	1"(long)	37	\$3,441.00
834-834A Broadway Ave	316180	1"(short)	19	\$2,128.00
1704 S. 9th St	303800	1"(long)	37	\$3,441.00
908 Broadway Ave	305890	1"(short)	18	\$2,016.00
PAGE TOTALS:			558	\$55,390.00

Preliminary Schedule of Special Assessments for: **Water Lateral Replacement**

Project/Street Name: Broadway Avenue - S. 7th Street to S. 13th Street

Page 2 of 3

Prelim. Res. #: 170-16-17

Date Passed: 1/19/2017

Ward: 20, 21

Publish By: _____

Requested Hearing Date: _____

Utility Opening Date: _____

Closing Date: _____

Assessment Rate for 1", per LF: \$112.00 (short side) \$93.00 (long side)

Service Address	Assessment Number	New Service Size	Estimated Footage (lin ft)	Estimated Assessment Cost to Property Owner
914 Broadway Ave	305880	1"(short)	18	\$2,016.00
919 Broadway Ave	303820	1"(long)	37	\$3,441.00
922 Broadway Ave	305870	1"(short)	18	\$2,016.00
926 Broadway Ave	305860	1"(short)	18	\$2,016.00
928 Broadway Ave	305850	1"(short)	18	\$2,016.00
932 Broadway Ave	305840	1"(short)	18	\$2,016.00
1009-1009A Broadway Ave	305150	1"(long)	37	\$3,441.00
1010 Broadway Ave	306310	1"(short)	19	\$2,128.00
1016 Broadway Ave	306300	1"(short)	19	\$2,128.00
1022 Broadway Ave	306290	1"(short)	19	\$2,128.00
1024 Broadway Ave	306280	1"(short)	19	\$2,128.00
1028 Broadway Ave	306270	1"(short)	19	\$2,128.00
1627 S. 11th St	306260	1"(short)	19	\$2,128.00
1628 S. 11th St	307400	1"(short)	19	\$2,128.00
1107 Broadway Ave	400140	1"(long)	37	\$3,441.00
1108-1110 Broadway Ave	307390	1"(short)	20	\$2,240.00
1113 Broadway Ave	400160	1"(long)	36	\$3,348.00
1114 Broadway Ave	307380	1"(short)	20	\$2,240.00
1116 Broadway Ave	307370	1"(short)	20	\$2,240.00
PAGE TOTALS:			430	\$45,367.00

Preliminary Schedule of Special Assessments for: Water Lateral Replacement

Project/Street Name: Broadway Avenue - S. 7th Street to S. 13th Street

Page 3 of 3

Prelim. Res. #: 170-16-17

Date Passed: 1/19/2017

Ward: 20, 21

Publish By: _____

Requested Hearing Date: _____

Utility Opening Date: _____

Closing Date: _____

Assessment Rate for 1", per LF: \$112.00 (short side) \$93.00 (long side)

Service Address	Assessment Number	New Service Size	Estimated Footage (lin ft)	Estimated Assessment Cost to Property Owner
1117 Broadway Ave	400170	1"(long)	36	\$3,348.00
1120 Broadway Ave	307360	1"(short)	20	\$2,240.00
1123 Broadway Ave	400190	1"(long)	36	\$3,348.00
1124 Broadway Ave	307350	1"(short)	20	\$2,240.00
1130 Broadway Ave	307340	1"(short)	20	\$2,240.00
1132 Broadway Ave	307330	1"(short)	20	\$2,240.00
1133 Broadway Ave	400210	1"(long)	36	\$3,348.00
1135 Broadway Ave	400220	1"(long)	36	\$3,348.00
1141 Broadway Ave	400230	1"(long)	36	\$3,348.00
1151 Broadway Ave	400240	1"(long)	35	\$3,255.00
1643-1645 S. 12th St	403720	1"(short)	21	\$2,352.00
1215 Broadway Ave	401210	1"(long)	36	\$3,348.00
1219 Broadway Ave	401215	1"(long)	36	\$3,348.00
PAGE TOTALS:			388	\$38,003.00

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

303800
DIETZ ETAL, MICHAEL 1704 S. 9TH ST.
DIETZ LIFE EST, MARJORIE A
1704 S. 9TH ST.
SHEBOYGAN WI 53081

303820
RICH, ELIZABETH G 919 BROADWAY
919 BROADWAY
SHEBOYGAN WI 53081

305150
BROWN, JOHN F & KATHY A 1009 BROADWAY

983 HURON TRL
SHEBOYGAN FLS WI 53085

305840
BERG, DANIEL R. 932 BROADWAY
& PATRICIA A.
932 BROADWAY
SHEBOYGAN WI 53081

305850
THALACKER, VALERIE J 928 BROADWAY
928 BROADWAY
SHEBOYGAN WI 53081

305860
JACOBS, MARK 926 BROADWAY
JACOBS, JOYCE
2110 N. 11TH ST.
SHEBOYGAN WI 53081

305870
SEIBERT, NICOLE K 922 BROADWAY

414 N MAIN ST
MAYVILLE WI 53050

305880
SCARAB TWO, LLC 914 BROADWAY

N93W5129 THORNAPPLE LN
CEDARBURG WI 53012

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

305890 SAVANHU, FREEMAN T		908 BROADWAY
908 BROADWAY SHEBOYGAN	WI 53081	
306260 BOPP, CAMERON J BOPP, LEAH D 134 STAFFORD ST PLYMOUTH	WI 53073	1627 S. 11TH ST.
306270 WALCZAK, STEVEN J WALCZAK, CLARICE R 2810 PLAYBIRD RD SHEBOYGAN	WI 53083	1028 BROADWAY
306280 NACK, MARA L.		1024 BROADWAY
1024 BROADWAY SHEBOYGAN	WI 53081	
306290 YURK, DEBRA		1022 BROADWAY
1022 BROADWAY SHEBOYGAN	WI 53081	
306300 FERRY, JESSICA M.		1016 BROADWAY
1016 BROADWAY SHEBOYGAN	WI 53081	
306310 HADZIDEDIC, ALMIR		1010 BROADWAY
1526 INDIANA AVE SHEBOYGAN	WI 53081	
307330 PLANSKY, AMANDA J.		1132 BROADWAY
1132 BROADWAY SHEBOYGAN	WI 53081	

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

307340 KRIESKI, ALLEN R. BITTNER, MELINDA L. 1130 BROADWAY SHEBOYGAN	WI 53081	1130 BROADWAY
307350 GENSCH, PATRICK		1124 BROADWAY
1124 BROADWAY SHEBOYGAN	WI 53081	
307360 HEBERT, DARRYL W.		1120 BROADWAY
1120 BROADWAY SHEBOYGAN	WI 53081	
307370 RESCH, JOHN J & STACIA M		1116 BROADWAY
1116 BROADWAY SHEBOYGAN	WI 53081	
307380 HALLE REVOCABLE TRUST		1114 BROADWAY
3513 N. 48TH PL. SHEBOYGAN	WI 53083	
307390 WATSON, TODD R. & RHONDA L. 920 HIGH AVE SHEBOYGAN	WI 53081	1110 BROADWAY
307400 LEE, CHA & THAO, KHOUA THAO 1628 S. 11TH ST. SHEBOYGAN	WI 53081	1628 S. 11TH ST.
316010 LIPPOLD, CATHY A.		1629 S. 8TH ST.
1629 S. 8TH ST. SHEBOYGAN	WI 53081	

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

316020 SHEBOYGAN SOUTH, LLC		724 BROADWAY
PO BOX 785 SHEBOYGAN	WI 53082	
316040 HORVAT, EDWARD L.		716 BROADWAY
1123 CLARA AVE SHEBOYGAN	WI 53081	
316060 ECKER, ROBERT W. & LINDA S. 609 ALABAMA AVE SHEBOYGAN	WI 53081	704 BROADWAY
316180 VANG, ZONG J.		834 BROADWAY
630 HURON AVE SHEBOYGAN	WI 53081	
316200 WOLF, RYAN		824 BROADWAY
824 BROADWAY SHEBOYGAN	WI 53081	
316210 JOAQUIN, PAUL D		820 BROADWAY
820 BROADWAY SHEBOYGAN	WI 53081	
316220 SERTICH, MICHAEL W.		818 BROADWAY
818 BROADWAY SHEBOYGAN	WI 53081	
316280 LAKESIDE AUTO SERVICE, LLC 1821 N. 7TH ST. SHEBOYGAN	WI 53081	1706 S. 8TH ST.

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

316290 ECKERT, SANDRA & ECKERT, KAREN 815 BROADWAY SHEBOYGAN	WI 53081	815 BROADWAY
316300 LAZAREWICZ, LUKE C		819 BROADWAY
1009 N. 28TH ST. SHEBOYGAN	WI 53081	
316310 JOAQUIN, STACY L 823 BROADWAY SHEBOYGAN	WI 53081	823 BROADWAY
316330 DEMIRI, LIRIM DEMIRI, KITABIJE 833 BROADWAY SHEBOYGAN	WI 53081	833 BROADWAY
316460 MAL ENTERPRISES, LLC % LEHMANN, MARK 1209 S. 17TH ST. SHEBOYGAN	WI 53081	705 BROADWAY
316480 LEHMANN, MARK 1209 S. 17TH ST. SHEBOYGAN	WI 53081	711 BROADWAY
316490 MAC DONALD, RICHARD & PAULA J. 715 BROADWAY SHEBOYGAN	WI 53081	715 BROADWAY
316500 LEE, TOU & LIA X. 719 BROADWAY SHEBOYGAN	WI 53081	719 BROADWAY

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

318970 GUSE, TODD M. & NANCY J.		1505 S. 8TH ST.
N6314 CTH OJ PLYMOUTH	WI 53073	
400140 PODVIN, WESLEY V. & LINDA K. 1107 BROADWAY SHEBOYGAN	WI 53081	1107 BROADWAY
400160 MERSBERGER, ROBERT J. & BARBARA A. 5224 FERN ST FORT SMITH	AR 72903	1113 BROADWAY
400170 SEYFERTH, KIMBERLY D.		1117 BROADWAY
1117 BROADWAY SHEBOYGAN	WI 53081	
400190 JLUF 8 BROADWAY LLC		1123 BROADWAY
864 NIAGARA LN PRT WASHINGTON	WI 53074	
400210 ELLINGER, JUDYTH M.		1133 BROADWAY
N4604 STATE ROAD 22 WAUTOMA	WI 54982	
400220 DOYLE, TERENCE O DOYLE, DEVIN J 545 PINEHURST CT SHEBOYGAN FLS	WI 53085	1135 BROADWAY
400230 NACK, TIMOTHY R NACK, CHERYL L 4414 TARA LN SHEBOYGAN	WI 53081	1141 BROADWAY

FORM SPA025B DATE OF RUN: 04/19/17 PRELIMINARY ESTIMATE FOR LATERALS-WATER

THE FOLLOWING ARE THE PROPERTY OWNER ADDRESSES FOR: BROADWAY AVENUE
FROM: SOUTH 7TH STREET
TO: SOUTH 13TH STREET

400240
BRUYETTE, KATHLEEN A. 1151 BROADWAY

1151 BROADWAY
SHEBOYGAN WI 53081

401210
KARTES, NICHOLAS 1215 BROADWAY
KARTES, COURTNEY
PO BOX 713
SHEBOYGAN WI 53082

401215
MILLSTREAM COMPANY LLC 1219 BROADWAY

PO BOX 1402
SHEBOYGAN WI 53082

403720
SWOVERLAND, KIM ALLEN 1645 S. 12TH ST.
& BERTA KAY
4155 S. 16TH ST.
SHEBOYGAN WI 53081



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

Submitting various license applications ALREADY ISSUED.

City Clerk

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
	2808 Water Street Softball Team	931 N. 12 th St.

Consent

II

R. O. No. _____ - 17 - 18. By BOARD OF WATER COMMISSIONERS.
May 1, 2017.

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

The water pumpage was up 5.00% from the same period in 2016. 1,083,432,000 gallons were pumped in the first quarter 2017, compared to 1,031,801,000 in 2016.

Year to date Operating Revenue at the end of the first quarter 2017 increased by \$35,037 compared to year to date 2016. The net income for the Utility, as of the end of March, 2017 is \$250,314. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2016:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	0.0
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	0.0
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	0.0
Number of water main breaks repaired	5
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	7
Number of water main valves installed, repaired, removed, or replaced	0
Number of water service connections installed	7

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility purchased a 2.5 acre parcel of land from the City for the installation of a new south side elevated water tank.

To evaluate several possible options, the Utility began an intake pipeline feasibility project. An intake pipeline installed in 1919 needs replacement in the future. This will be a costly project.

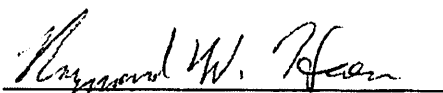
Consent

The Utility continued replacement of manual water meters with Orion radio systems that can be read remotely.

Grant monies from WI DNR lead water lateral service replacement program were used for a number of replacements.

The Utility's 2016 financial audit was completed.


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary

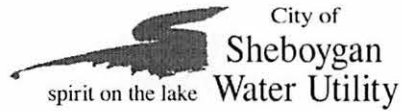

Mark Heinz, Member

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



Sheboygan Water Utility
Quarterly Financial Statement March 31, 2017
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	62,154,484	
107 Construction Work in Progress	1,144,740	
111 Accumulated Provision for Depreciation of Utility Plant		18,988,131
125 Bond Redemption Fund	545,393	
129 Appropriated Funds Invested for Plant Expansion & Payables	0	
126 Depreciation Fund	0	
128 Other Special Funds - Net Pension Asset	0	
128 Other Special Funds - Health Ins	0	
130 Other Special Funds - Deferred Outflow Pension	1,123,908	
135 Working Funds	750	
136 Temporary Cash Investments	6,521,912	
142 Customer Accounts Recievable	811,330	
145 Receivables from Municipality	557,377	
154 Materials and Supplies	277,166	
163 Stores Expense	0	
165 Prepayments	29,342	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		38,282,802
221 Long Term Debt Bonds		11,468,562
223 Advances from Municipality		214,978
232 Accounts Payable		0
235 Customer Deposits	2,673	
236 Taxes Accrued		863,850
237 Interest Payable on Bonds		129,274
242 Misc. Current & Accrued Liab		4,364
251 Bond Premium		44,674
253 Misc Deferred Credits		169,606
263 Other Special Funds Employee Pensions		0
265 Accrued Employee Benefits		488,036
425 Amoritization of Pre 2003 Depreciation		0
280 Net Pension Liability		200,307
285 Deferred Inflow - Pension		423,479
Utility Net Income		250,314
	<u>73,169,077</u>	<u>73,169,077</u>



**Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - March 31, 2017**

<u>Account #</u>		1-Jan-17 to 31-Mar-17	1-Jan-17 to 31-Mar-17	Increase or (Decrease)
	Utility Operating Income			
400	Operating Revenue	1,709,890	1,674,853	35,037
474	Non-operating Grant Revenue	9,275	-	9,275
	Total Revenue	\$ 1,719,165	\$ 1,674,853	\$ 44,312
401	Operating Expenses	655,149	624,005	31,144
474	Non-operating Grant Expense	2,500	-	2,500
402	Maintenance Expenses *	114,430	127,713	(13,283)
403	Depreciation Expenses	360,221	326,753	33,468
403	Taxes	274,993	264,671	10,322
	Total Operating Expenses	\$ 1,407,292	\$ 1,343,141	\$ 64,152
	Utility Operating Income	\$ 311,872	\$ 331,712	\$ (19,840)
	Other Income	1,112	205	907
419	Interest Earned on Investments	2,605	7,495	(4,890)
421	Contributions	-	-	-
828	Other Expense	-	-	-
425	Misc Amortization	6,283	6,283	-
407	Bond Interest Expense	(71,559)	(88,262)	16,703
Net Income		\$ 250,314	\$ 257,434	\$ (7,120)

Distribution System -- 1st Quarter - January, February, & March 2017

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

Location	Installed	Size	By	Type
Total Valves Installed = 0				

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Total Valves Removed = 0			

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
Total Valves Abandoned = 0		

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size
Total Valves Maintained = 0		

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Washington Ave. 400' E. of S. 32nd St. (N)	2/14/2017	7"	y	ute.
N. 38th St. at Geele Ave. (SE)	3/21/2017	7"	n	ute.

Total Hydrants Installed = 2

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Washington Ave. 400' E. of S. 32nd St. (N)	9/28/1984	2/14/2017	
N. 38th St. at Geele Ave. (SE)	7/18/1980	3/21/2017	

Total Hydrants Removed = 2

Hydrants Abandoned (including water main projects and others)

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

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

Location	Installed	Maintained
Pennsylvania Ave. at McKinley St. (SE)		1/17/2017
Washington Ave. 400' E. of S. 32nd St. (N)	2/14/2017	3/14/2017
Georgia Ave. 330' E. of cl S. 19th St. just W of RR tracks at S. 18th ext'd (NW)	6/25/1992	2/14/2017

Total Hydrants Maintained/Moved = 3

Water Main Breaks

Location	Date	Main Size (")
Fairway Drive at Ridgeway Circle	1/11/2017	6"
Fairway Drive at S. 26th St	1/16/2017	6"
S. 15th St at Carmen Ave	2/2/2017	8"
S. 9th Street and Humboldt Ave	2/8/2017	6"
Michigan Ave at N. 6th St	2/20/2017	8"

Total Water Main Breaks = 5

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	0	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	0	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	0	
Number of feet of 16 inch water main installed	0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	0	
Number of water main breaks repaired	5	
Number of hydrants installed	2	hydrants
Number of hydrants removed or abandoned	2	
Number of hydrants maintained or moved	3	
Number of street valves installed	0	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	0	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	7	

HIGH LIFT DELIVERY QUARTERLY REPORT 2017				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2016	1,031,801,000	\$188,154.76	\$182.36
	2017	1,083,432,000	\$191,834.81	\$177.08
	Percent Difference	5.00%	1.96%	-2.90%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2016	1,149,684,000	\$182,442.74	\$158.69
	2017	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2016	1,305,029,000	\$213,195.35	\$163.36
	2017	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2016	1,100,860,000	\$181,882.58	\$165.22
	2017	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2017				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2016	4,587,384,000	\$765,675.41	\$166.91
	2017	1,083,432,000	\$191,834.81	\$177.06
	Percent Difference	-76.38%	-74.95%	6.08%
YEAR TO DATE : 2017				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2016	4,226,239	\$21,676.67	
	2017	1,054,880	\$6,965.66	
	Percent Difference	-75.04%	-67.72%	
STORM WATER CHARGES	2017	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	14,675,000	January 12, 2017	
	Minimum Pumpage Day	8,250,000	January 2, 2017	

	MG	\$	\$/MG
2016	4,587,384,000	\$765,675.41	\$166.91
2017	1,083,432,000	\$191,834.81	\$177.06

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

II

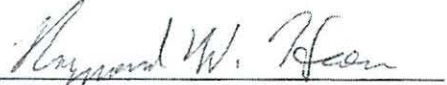
R. O. No. _____ - 17 - 18. By BOARD OF WATER COMMISSIONERS. May 1, 2017.

To the Honorable Mayor and Common Council:

We are, hereby, submitting a copy of the 2016 Annual Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility, and the 2016 Annual Report to the Public Service Commission (PSC) of Wisconsin.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

II

**WATER, ELECTRIC, OR JOINT UTILITY
ANNUAL REPORT**

OF

SHEBOYGAN WATER UTILITY

72 PARK AVE
SHEBOYGAN, WI 53081-2958

For the Year Ended: DECEMBER 31, 2016

TO

PUBLIC SERVICE COMMISSION OF WISCONSIN

P.O. Box 7854
Madison, WI 53707-7854
(608) 266-3766

This form is required under Wis. Stat. § 196.07. Failure to file the form by the statutory filing date can result in the imposition of a penalty under Wis. Stat. § 196.66. The penalty which can be imposed by this section of the statutes is a forfeiture of not less than \$25 nor more than \$5,000 for each violation. Each day subsequent to the filing date constitutes a separate and distinct violation. The filed form is available to the public and personally identifiable information may be used for purposes other than those related to public utility regulation.

I **Lisa M Gottsacker, Utility Accountant of SHEBOYGAN WATER UTILITY**, certify that I am the person responsible for accounts; that I have examined the following report and, to the best of my knowledge, information and belief, it is a correct statement of the business and affairs of said utility for the period covered by the report in respect to each and every matter set forth therein.

Date Signed: **3/31/2017**

Table of Contents

Schedule Name	Page
INTRODUCTORY SECTION	
Signature Page	ii
Identification and Ownership - Contacts	iv
Identification and Ownership - Governing Authority and Audit Information	v
Identification and Ownership - Contract Operations	vi
FINANCIAL SECTION	
Income Statement	F-01
Income Statement Account Details	F-02
Income from Merchandising, Jobbing & Contract Work (Accts. 415-416)	F-03
Revenues Subject to Wisconsin Remainder Assessment	F-04
Distribution of Total Payroll	F-05
Full-Time Employees (FTE)	F-06
Balance Sheet	F-07
Net Utility Plant	F-08
Accumulated Provision for Depreciation of Utility Plant on Utility Plant Financed by Utility Operations or by the Municipality (Acct. 111.1)	F-09
Accumulated Provision for Depreciation of Utility Plant on Contributed Plant in Service (Acct. 111.2)	F-10
Net Nonutility Property (Accts. 121 & 122)	F-11
Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)	F-12
Materials and Supplies	F-13
Unamortized Debt Discount & Expense & Premium on Debt (Accts. 181 and 251)	F-14
Capital Paid in by Municipality (Acct. 200)	F-15
Bonds (Acct. 221)	F-17
Notes Payable & Miscellaneous Long-Term Debt	F-18
Taxes Accrued (Acct. 236)	F-19
Interest Accrued (Acct. 237)	F-20
Balance Sheet Detail - Other Accounts	F-22
Return on Rate Base Computation	F-23
Regulatory Liability - Pre-2003 Historical Accumulated Depreciation on Contributed Utility Plant (253)	F-25
Important Changes During the Year	F-26
WATER SECTION	
Water Operating Revenues & Expenses	W-01
Water Operating Revenues - Sales of Water	W-02
Sales for Resale (Acct. 466)	W-03
Other Operating Revenues (Water)	W-04
Water Operation & Maintenance Expenses	W-05
Taxes (Acct. 408 - Water)	W-06
Water Property Tax Equivalent - Detail	W-07
Water Utility Plant in Service - Plant Financed by Utility or Municipality	W-08
Water Utility Plant in Service - Plant Financed by Contributions	W-09
Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality	W-10
Water Accumulated Provision for Depreciation - Plant Financed by Contributions	W-12
Age of Water Mains	W-13
Sources of Water Supply - Statistics	W-14

Table of Contents

WATER SECTION

Water Audit and Other Statistics	W-15
Sources of Water Supply - Well Information	W-16
Sources of Water Supply - Intake Information	W-17
Pumping & Power Equipment	W-18
Reservoirs, Standpipes and Elevated Tanks	W-19
Water Treatment Plant	W-20
Water Mains	W-21
Water Service Laterals	W-22
Meters	W-23
Hydrants and Distribution System Valves	W-25
List of All Station and Wholesale Meters	W-26
Water Conservation Programs	W-27
Water Customers Served	W-28

Identification and Ownership - Contacts

Utility employee in charge of correspondence concerning this report

Name: MS. LISA M GOTTSACKER, CPA

Title: UTILITY ACCOUNTANT

Mailing Address: 72 PARK AVENUE
SHEBOYGAN, WI 53081

Phone: (920) 459-3804

Email Address: lgotsacker@sheboyganwater.org

Accounting firm or consultant preparing this report (if applicable)

Name:

Title:

Mailing Address:

Phone:

Email Address:

Name and title of utility General Manager (or equivalent)

Name: MR. JOE TRUEBLOOD

Title: SUPERINTENDENT

Mailing Address: 72 PARK AVENUE
SHEBOYGAN, WI 53081

Phone: (920) 459-3805

Email Address: joetrueblood@sheboyganwater.org

President, chairman, or head of utility commission/board or committee

Name: MR. GERALD R. VAN DE KREEKE

Title: CPA

Mailing Address: 1530 SOUTH 12TH STREET
SHEBOYGAN, WI 53081

Phone: (920) 458-4351

Email Address: gvandekreeke@vdk.com

Identification and Ownership - Governing Authority and Audit Information

Utility Governing Authority

Select the governing authority for this utility.

Reports to utility board/commission

Reports directly to city/village council

Audit Information

Are utility records audited by individuals or firms other than utility employees? Yes No

Date of most recent audit report: 12/31/2016

Period covered by most recent audit: 01/01/2016 - 12/31/2016

Individual or firm, if other than utility employee, auditing utility records

Name: MR. JOHN KNEPEL

Title: CPA

Organization Name: BAKER TILLY VIRCHOW KRAUSE, LLP

USPS Address: 777 EAST WISCONSIN AVENUE

City State Zip MILWAUKEE, WI 53202-5313

Telephone: (414) 777-5359

Email Address: john.knepel@bakertilly.com

Identification and Ownership - Contract Operations

Do you have any contracts?

Are any the utility administrative or operational functions under contract or agreement with an outside provider for the year covered by this annual report and/or current year (i.e., operation of water or sewer treatment plant)? **NO**

Income Statement

Particulars (a)	This Year (b)	Last Year (c)	
UTILITY OPERATING INCOME			1
Operating Revenues (400)	8,646,268	8,144,392	2
Operating Expenses:			3
Operation and Maintenance Expense (401-402)	3,869,226	4,018,631	4
Depreciation Expense (403)	1,293,053	1,159,143	5
Amortization Expense (404-407)	0	0	6
Taxes (408)	1,245,483	1,203,109	7
Total Operating Expenses	6,407,762	6,380,883	8
Net Operating Income	2,238,506	1,763,509	9
Income from Utility Plant Leased to Others (412-413)			10
Utility Operating Income	2,238,506	1,763,509	11
OTHER INCOME			12
Income from Merchandising, Jobbing and Contract Work (415-416)	0	0	13
Income from Nonutility Operations (417)			14
Nonoperating Rental Income (418)			15
Interest and Dividend Income (419)	16,840	9,127	16
Miscellaneous Nonoperating Income (421)	238,799	696,387	17
Total Other Income	255,639	705,514	18
Total Income	2,494,145	2,469,023	19
MISCELLANEOUS INCOME DEDUCTIONS			20
Miscellaneous Amortization (425)	(25,134)	(25,132)	21
Other Income Deductions (426)	74,198	72,646	22
Total Miscellaneous Income Deductions	49,064	47,514	23
Income Before Interest Charges	2,445,081	2,421,509	24
INTEREST CHARGES			25
Interest on Long-Term Debt (427)	325,412	353,436	26
Amortization of Debt Discount and Expense (428)			27
Amortization of Premium on Debt--Cr. (429)	4,345		28
Interest on Debt to Municipality (430)	7,621	6,828	29
Other Interest Expense (431)	0	0	30
Interest Charged to Construction--Cr. (432)	64,850		31
Total Interest Charges	263,838	360,264	32
Net Income	2,181,243	2,061,245	33
EARNED SURPLUS			34
Unappropriated Earned Surplus (Beginning of Year) (216)	36,069,925	33,442,927	35
Balance Transferred from Income (433)	2,181,243	2,061,245	36
Miscellaneous Credits to Surplus (434)	31,637	565,753	37
Miscellaneous Debits to Surplus--Debit (435)			38
Appropriations of Surplus--Debit (436)			39
Appropriations of Income to Municipal Funds--Debit (439)			40
Total Unappropriated Earned Surplus End of Year (216)	38,282,805	36,069,925	41

Income Statement Account Details

- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.

Description (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
UTILITY OPERATING INCOME	0	0	0	1
Operating Revenues (400)	0	0	0	2
Derived	8,646,268		8,646,268	3
Total (Acct. 400)	8,646,268	0	8,646,268	4
Operation and Maintenance Expense (401-402)	0	0	0	5
Derived	3,869,226		3,869,226	6
Total (Acct. 401-402)	3,869,226	0	3,869,226	7
Depreciation Expense (403)	0	0	0	8
Derived	1,293,053		1,293,053	9
Total (Acct. 403)	1,293,053	0	1,293,053	10
Amortization Expense (404-407)	0	0	0	11
Derived	0		0	12
Total (Acct. 404-407)	0	0	0	13
Taxes (408)	0	0	0	14
Derived	1,245,483		1,245,483	15
Total (Acct. 408)	1,245,483	0	1,245,483	16
TOTAL UTILITY OPERATING INCOME	2,238,506	0	2,238,506	17
OTHER INCOME	0	0	0	18
Income from Merchandising, Jobbing and Contract Work (415-416)	0	0	0	19
Derived	0	0	0	20
Total (Acct. 415-416)	0	0	0	21
Interest and Dividend Income (419)	0	0	0	22
INTEREST AND DIVIDENDS	16,840		16,840	23
Total (Acct. 419)	16,840	0	16,840	24
Miscellaneous Nonoperating Income (421)	0	0	0	25
Contributed Plant - Water		238,799	238,799	26
Impact Fees - Water			0	27
Total (Acct. 421)	0	238,799	238,799	28
TOTAL OTHER INCOME	16,840	238,799	255,639	29
MISCELLANEOUS INCOME DEDUCTIONS	0	0	0	30
Miscellaneous Amortization (425)	0	0	0	31
Regulatory Liability (253) Amortization	(25,134)		(25,134)	32
Total (Acct. 425)	(25,134)	0	(25,134)	33
Other Income Deductions (426)	0	0	0	34
Depreciation Expense on Contributed Plant - Water		74,198	74,198	35
Total (Acct. 426)	0	74,198	74,198	36
TOTAL MISCELLANEOUS INCOME DEDUCTIONS	(25,134)	74,198	49,064	37
INTEREST CHARGES	0	0	0	38
Interest on Long-Term Debt (427)	0	0	0	39
Derived	325,412		325,412	40

Income Statement Account Details

- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.
- Nonregulated sewer income should be reported as Miscellaneous Nonoperating Income, Account 421.

Description (a)	Earnings (216.1) (b)	Contributions (216.2) (c)	Total This Year (d)	
Total (Acct. 427)	325,412	0	325,412	41
Amortization of Premium on Debt--Cr. (429)	0	0	0	42
Bonds	4,345		4,345	43
Total (Acct. 429)	4,345	0	4,345	44
Interest on Debt to Municipality (430)	0	0	0	45
Derived	7,621		7,621	46
Total (Acct. 430)	7,621	0	7,621	47
Other Interest Expense (431)	0	0	0	48
Derived	0		0	49
Total (Acct. 431)	0	0	0	50
Interest Charged to Construction--Cr. (432)	0	0	0	51
Capitalized Interest	64,850		64,850	52
Total (Acct. 432)	64,850	0	64,850	53
TOTAL INTEREST CHARGES	263,838	0	263,838	54
NET INCOME	2,016,642	164,601	2,181,243	55
EARNED SURPLUS	0	0	0	56
Unappropriated Earned Surplus (Beginning of Year) (216)	0	0	0	57
Derived	31,368,006	4,701,919	36,069,925	58
Total (Acct. 216)	31,368,006	4,701,919	36,069,925	59
Balance Transferred from Income (433)	0	0	0	60
Derived	2,016,642	164,601	2,181,243	61
Total (Acct. 433)	2,016,642	164,601	2,181,243	62
Miscellaneous Credits to Surplus (434)	0	0	0	63
Pension	31,637		31,637	64
Total (Acct. 434)	31,637	0	31,637	65
UNAPPROPRIATED EARNED SURPLUS (END OF YEAR)	33,416,285	4,866,520	38,282,805	66

Income from Merchandising, Jobbing & Contract Work (Accts. 415-416)

Particulars (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Revenues						1
Revenues (account 415)					0	2
Cost and Expenses of Merchandising, Jobbing and Contract Work (416)						3
Cost of merchandise sold					0	4
Payroll					0	5
Materials					0	6
Taxes					0	7
Total costs and expenses	0	0	0	0	0	8
Net Income (or loss)	0	0	0	0	0	9

Revenues Subject to Wisconsin Remainder Assessment

- Report data necessary to calculate revenue subject to Wisconsin remainder assessment pursuant to Wis. Stat § 196.85(2) and Wis. Admin. Code Ch. PSC 5.
- If the sewer department is not regulated by the PSC, do not report sewer department in data column (d).

Description (a)	Water Utility (b)	Electric Utility (c)	Gas Utility (d)	Sewer Utility (Regulated Only) (e)	Total (f)	
Total operating revenues	8,646,268				8,646,268	1
Less: interdepartmental sales	0				0	2
Less: interdepartmental rents	0				0	3
Less: return on net investment in meters charged to regulated sewer department. (Do not report if nonregulated sewer.)					0	4
Less: uncollectibles directly expensed as reported in water acct. 904 (690 class D), sewer acct. 843, and electric acct. 904 -or- Net write-offs when Accumulated Provision for Uncollectible Accounts (acct. 144) is maintained	1,424				1,424	5
Revenues subject to Wisconsin Remainder Assessment	8,644,844	0	0	0	8,644,844	6

Distribution of Total Payroll

- Amounts charged to Utility Financed and to Contributed Plant accounts should be combined and reported in plant or accumulated depreciation accounts.
- Amount originally charged to clearing accounts as shown in column (b) should be shown as finally distributed in column (c).
- The amount for clearing accounts in column (c) is entered as a negative for account "Clearing Accounts" and the distributions to accounts on all other lines in column (c) will be positive with the total of column (c) being zero.
- Provide additional information in the schedule footnotes when necessary.

Accounts Charged (a)	Direct Payroll Distribution (b)	Allocation of Amounts Charged Clearing Accts. (c)	Total (d)	
Water operating expenses	1,479,810		1,479,810	1
Electric operating expenses			0	2
Gas operating expenses			0	3
Heating operating expenses			0	4
Sewer operating expenses			0	5
Merchandising and jobbing			0	6
Other nonutility expenses			0	7
Water utility plant accounts	236,202		236,202	8
Electric utility plant accounts			0	9
Gas utility plant accounts			0	10
Heating utility plant accounts			0	11
Sewer utility plant accounts			0	12
Accum. prov. for depreciation of water plant			0	13
Accum. prov. for depreciation of electric plant			0	14
Accum. prov. for depreciation of gas plant			0	15
Accum. prov. for depreciation of heating plant			0	16
Accum. prov. for depreciation of sewer plant			0	17
Clearing accounts			0	18
All other accounts			0	19
Total Payroll	1,716,012	0	1,716,012	20

Full-Time Employees (FTE)

- Use FTE numbers where FTE stands for Full-Time Employees or Full-Time Equivalency. FTE can be computed by using total hours worked/2080 hours for a fiscal year. Estimate to the nearest hundredth. If an employee works part time for more than one industry then determine FTE based on estimate of hours worked per industry.
- Example: An employee worked 35% of their time on electric jobs, 30% on water jobs, 20% on sewer jobs and 15% on municipal nonutility jobs. The FTE by industry would be .35 for electric, .30 for water and .20 for sewer.

Industry (a)	FTE (b)	
Water	30.0	1
Electric		2
Gas		3
Sewer		4

Balance Sheet

Assets and Othe Debits (a)	Balance End of Year (b)	Balance First of Year (c)	
ASSESTS AND OTHER DEBITS			1
UTILITY PLANT			2
Utility Plant (101)	63,028,083	60,038,698	3
Less: Accumulated Provision for Depreciation and Amortization of Utility Plant (111)	18,600,209	17,294,530	4
Utility Plant Acquisition Adjustments (117-118)	0	0	5
Other Utility Plant Adjustments (119)	0	0	6
Net Utility Plant	44,427,874	42,744,168	7
OTHER PROPERTY AND INVESTMENTS			8
Nonutility Property (121)	0	0	9
Less: Accumulated Provision for Depreciation and Amortization of Nonutility Property (122)	0	0	10
Investment in Municipality (123)	0	0	11
Other Investments (124)	0	0	12
Sinking Funds (125)	545,393	577,793	13
Depreciation Fund (126)	0	0	14
Other Special Funds (128)	0	0	15
Total Other Property and Investments	545,393	577,793	16
CURRENT AND ACCRUED ASSETS			17
Cash (131)	0	0	18
Special Deposits (134)	0	0	19
Working Funds (135)	0	0	20
Temporary Cash Investments (136)	6,372,212	5,990,388	21
Notes Receivable (141)	0	0	22
Customer Accounts Receivable (142)	1,321,861	1,075,458	23
Other Accounts Receivable (143)	10,686	0	24
Accumulated Provision for Uncollectible Accounts- -Cr. (144)	0	0	25
Receivables from Municipality (145)	547,842	521,695	26
Plant Materials and Operating Supplies (154)	280,117	262,402	27
Merchandise (155)	0	0	28
Other Materials and Supplies (156)	0	0	29
Stores Expense (163)	0	0	30
Prepayments (165)	19,595	25,708	31
Interest and Dividends Receivable (171)	0	0	32
Accrued Utility Revenues (173)	0	0	33
Miscellaneous Current and Accrued Assets (174)	0	268,255	34
Total Current and Accrued Assets	8,552,313	8,143,906	35
DEFERRED DEBITS			36
Unamortized Debt Discount and Expense (181)	0	0	37
Extraordinary Property Losses (182)	0	0	38
Preliminary Survey and Investigation Charges (183)	0	0	39
Clearing Accounts (184)	0	0	40
Temporary Facilities (185)	0	0	41
Miscellaneous Deferred Debits (186)	1,123,908	329,135	42
Total Deferred Debits	1,123,908	329,135	43
TOTAL ASSETS AND OTHER DEBITS	54,649,488	51,795,002	44

Balance Sheet

Liabilities and Othe Credits (a)	Balance End of Year (b)	Balance First of Year (c)	
LIABILITIES AND OTHER CREDITS			1
PROPRIETARY CAPITAL			2
Capital Paid in by Municipality (200)	1,640,701	1,640,701	3
Appropriated Earned Surplus (215)	0	0	4
Unappropriated Earned Surplus (216)	38,282,805	36,069,925	5
Total Proprietary Capital	39,923,506	37,710,626	6
LONG-TERM DEBT			7
Bonds (221)	11,316,604	11,087,300	8
Advances from Municipality (223)	214,978	228,493	9
Other Long-Term Debt (224)	0	0	10
Total Long-Term Debt	11,531,582	11,315,793	11
CURRENT AND ACCRUED LIABILITIES			12
Notes Payable (231)	0	0	13
Accounts Payable (232)	575,111	772,197	14
Payables to Municipality (233)	0	0	15
Customer Deposits (235)	0	0	16
Taxes Accrued (236)	1,151,799	1,111,154	17
Interest Accrued (237)	57,715	66,869	18
Tax Collections Payable (241)	0	0	19
Miscellaneous Current and Accrued Liabilities (242)	0	0	20
Total Current and Accrued Liabilities	1,784,625	1,950,220	21
DEFERRED CREDITS			22
Unamortized Premium on Debt (251)	45,786	12,899	23
Customer Advances for Construction (252)	0	0	24
Other Deferred Credits (253)	799,674	232,659	25
Total Deferred Credits	845,460	245,558	26
OPERATING RESERVES			27
Property Insurance Reserve (261)	0	0	28
Injuries and Damages Reserve (262)	0	0	29
Pensions and Benefits Reserve (263)	0	0	30
Miscellaneous Operating Reserves (265)	564,316	572,805	31
Total Operating Reserves	564,316	572,805	32
TOTAL LIABILITIES AND OTHER CREDITS	54,649,489	51,795,002	33

Net Utility Plant

- Report utility plant accounts and related accumulated provisions for depreciation and amortization after allocation of common plant accounts and related provisions for depreciation and amortization to utility departments as of December 31.

Particulars (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	
First of Year					1
Total Utility Plant - First of Year	60,038,698	0	0	0	2
	60,038,698	0	0	0	3
Plant Accounts					4
Utility Plant in Service - Financed by Utility Operations or by the Municipality (101.1)	56,008,772				5
Utility Plant in Service - Contributed Plant (101.2)	5,645,941				6
Utility Plant Purchased or Sold (102)					7
Utility Plant Leased to Others (104)					8
Property Held for Future Use (105)					9
Completed Construction not Classified (106)					10
Construction Work in Progress (107)	1,373,370				11
Total Utility Plant	63,028,083	0	0	0	12
Accumulated Provision for Depreciation and Amortization					13
Accumulated Provision for Depreciation of Utility Plant in Service - Financed by Utility Operations or by the Municipality (111.1)	17,248,055				14
Accumulated Provision for Depreciation of Utility Plant in Service - Contributed Plant (111.2)	1,352,154				15
Accumulated Provision for Depreciation of Utility Plant Leased to Others (112)					16
Accumulated Provision for Depreciation of Property Held for Future Use (113)					17
Accumulated Provision for Amortization of Utility Plant in Service (114)					18
Accumulated Provision for Amortization of Utility Plant Leased to Others (115)					19
Accumulated Provision for Amortization of Property Held for Future Use (116)					20
Total Accumulated Provision	18,600,209	0	0	0	21
Accumulated Provision for Depreciation and Amortization					22
Utility Plant Acquisition Adjustments (117)					23
Accumulated Provision for Amortization of Utility Plant Acquisition Adjustments (118)					24
Other Utility Plant Adjustments (119)					25
Total Other Utility Plant Accounts	0	0	0	0	26
Net Utility Plant	44,427,874	0	0	0	27

Accumulated Provision for Depreciation of Utility Plant on Utility Plant Financed by Utility Operations or by the Municipality (Acct. 111.1)

Depreciation Accruals (Credits) during the year (111.1):

- Report the amounts charged in the operating sections to Depreciation Expense (403).
- If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
- Report the Depreciation Expense on Meters charged to sewer operations as an addition in the Water Column. If the sewer is also a regulated utility by the PSC, report an equal amount as a reduction in the Sewer column.
- Report all other accruals charged to other accounts, such as to clearing accounts.

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year (111.1)	16,016,574	0	0	0	16,016,574	1
Credits during year						2
Charged Depreciation Expense (403)	1,293,053				1,293,053	3
Depreciation Expense on Meters Charged to Sewer	77,017				77,017	4
Salvage	0				0	5
Comp deprec return on meters charged to Sewer	45,145				45,145	6
Total credits	1,415,215	0	0	0	1,415,215	7
Debits during year						8
Book Cost of Plant Retired	183,734				183,734	9
Cost of Removal	0				0	10
Total debits	183,734	0	0	0	183,734	11
Balance end of year (111.1)	17,248,055	0	0	0	17,248,055	12

Accumulated Provision for Depreciation of Utility Plant on Contributed Plant in Service (Acct. 111.2)

Depreciation Accruals (Credits) during the year (111.2):

- Report the amounts charged in the operating sections to Other Income Deductions (426).
- If sewer operations are nonregulated, do not report sewer depreciation on this schedule.
- Report the Depreciation Expense on Meters charged to sewer operations as an addition in the Water Column. If the sewer is also a regulated utility by the PSC, report an equal amount as a reduction in the Sewer column.
- Report all other accruals charged to other accounts, such as to clearing accounts.

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year (111.2)	1,277,956	0	0	0	1,277,956	1
Credits during year						2
Charged Other Income Deductions (426)	74,198				74,198	3
Depreciation Expense on Meters Charged to Sewer					0	4
Salvage	0				0	5
Total credits	74,198	0	0	0	74,198	6
Debits during year						7
Book Cost of Plant Retired	0				0	8
Cost of Removal	0				0	9
Total debits	0	0	0	0	0	10
Balance end of year (111.2)	1,352,154	0	0	0	1,352,154	11

Net Nonutility Property (Accts. 121 & 122)

- Report separately each item of property with a book cost of \$5,000 or more included in account 121.
- Other items may be grouped by classes of property.
- Describe in detail any investment in sewer department carried in this account.

Description (a)	Balance First of Year (b)	Additions During Year (c)	Deductions During Year (d)	Balance End of Year (e)	
Nonregulated sewer plant	0			0	1
Total Nonutility Property (121)	0	0	0	0	2
Less accum. prov. depr. & amort. (122)	0			0	3
Net Nonutility Property	0	0	0	0	4

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)

Description (a)	Amount (b)	
Balance first of year	0	1
Additions		2
Provision for uncollectibles during year	0	3
Collection of accounts previously written off: Utility Customers	0	4
Collection of accounts previously written off: Others	0	5
Total Additions	0	6
Accounts Written Off		7
Accounts written off during the year: Utility Customers	0	8
Accounts written off during the year: Others	0	9
Total Accounts Written Off	0	10
Balance End of Year	0	11

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144)

Accumulated Provision for Uncollectible Accounts-Cr. (Acct. 144) (Page F-12)

General Footnote

The Sheboygan Water Utility uses the tax roll process to collect past due amounts, therefore no provision is made for uncollectible accounts.

Materials and Supplies

Account (a)	Generation (b)	Transmission (d)	Distribution (d)	Other (e)	Total End of Year (f)	Amount Prior Year (g)	
Electric Utility							1
Fuel (151)					0	0	2
Fuel stock expenses (152)					0	0	3
Plant mat. & oper. sup. (154)					0	0	4
Total Electric Utility	0	0	0	0	0	0	5

Account	Total End of Year	Amount Prior Year	
Electric utility total	0	0	1
Water utility (154)	280,117	262,402	2
Sewer utility (154)			3
Heating utility (154)			4
Gas utility (154)			5
Merchandise (155)			6
Other materials & supplies (156)			7
Stores expense (163)			8
Total Material and Supplies	280,117	262,402	9

Unamortized Debt Discount & Expense & Premium on Debt (Accts. 181 and 251)

Report net discount and expense or premium separately for each security issue.

Debt Issue to Which Related (a)	Written Off During Year		Balance End of Year (d)	
	Amount (b)	Account Charged or Credited (c)		
Unamortized debt discount & expense (181)				1
None				2
Total	0		0	3
Unamortized premium on debt (251)				4
Bond Premium	4,345	8,429	45,786	5
Total	4,345		45,786	6

Capital Paid in by Municipality (Acct. 200)

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D, sewer and privates) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

	Description (a)	Amount (b)	
Balance first of year		1,640,701	1
Balance end of year		1,640,701	2

Bonds (Acct. 221)

- Report information required for each separate issue of bonds.
- If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
- Proceeds advanced by the municipality from sale of general obligation bonds, if repayable by utility, should be included in account 223.
- Enter interest rates in decimal form. For example, enter 6.75% as 0.0675

Description of Issue (a)	Date of Issue (b)	Final Maturity Date (c)	Interest Rate (d)	Principal Amount End of Year (e)	
2004 SAFE DRINKING WATER LOAN	03/10/2004	05/01/2023	2.75%	1,354,709	1
2007 WATER UTILITY REVENUE BONDS	04/15/2007	05/01/2027	4.25%	2,725,000	2
2013 WATER UTILITY REVENUE BONDS	04/03/2013	05/01/2033	2.00%	2,675,000	3
2015 SAFE DRINKING WATER LOAN	05/13/2015	05/01/2035	1.65%	2,446,895	4
2016 WATER UTILITY REVENUE BONDS	04/20/2016	04/20/2025	2.00%	2,115,000	5
Total				11,316,604	6

Bonds (Acct. 221)

- | |
|--|
| <ul style="list-style-type: none">• Report information required for each separate issue of bonds.• If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.• Proceeds advanced by the municipality from sale of general obligation bonds, if repayable by utility, should be included in account 223.• Enter interest rates in decimal form. For example, enter 6.75% as 0.0675 |
|--|

Bonds (Acct. 221) (Page F-17)**General Footnote**

The 2005 Revenue Bonds were refunded in April 2016 with the 2016 Revenue Bonds at an interest rate of 2% in the amount of \$2,115,000 to take advantage of lower interest rates and interest savings over the remaining 10 year life of the bonds.

Notes Payable & Miscellaneous Long-Term Debt

- Report each class of debt included in Accounts 223, 224 and 231.
- Proceeds of general obligation issues, if subject to repayment by the utility, should be included in Account 223.
- If there is more than one interest rate for an aggregate obligation issue, average the interest rates and report one rate.
- Enter interest rates in decimal form. For example, enter 6.75% as 0.0675

Account and Description of Obligation (a and b)	Date of Issue (c)	Final Maturity Date (d)	Interest Rate (e)	Principal Amount End of Year (f)	
Advances from Municipality (223)					1
UNFUNDED PENSION	03/15/2008	03/15/2027	2.00%	214,978	2
Total for Account 223				214,978	3

Taxes Accrued (Acct. 236)

Description (a)	Amount (b)	
Balance first of year	1,111,154	1
Charged water department expense	1,245,483	2
Charged electric department expense		3
Charged gas department expense		4
Charged sewer department expense	24,674	5
Total accruals and other credits	1,270,157	6
County, state and local taxes	1,111,155	7
Social Security taxes	109,909	8
PSC Remainder Assessment	8,448	9
Gross Receipts Tax		10
Total payments and other debits	1,229,512	11
Balance end of year	1,151,799	12

Interest Accrued (Acct. 237)

- Report below interest accrued on each utility obligation.
- Report customer deposits under account 235.

Description of Issue (a)	Interest Accrued Balance First of Year (b)	Interest Accrued During Year (c)	Interest Paid During Year (d)	Interest Accrued Balance End of Year (e)	
Bonds (221)	0	0	0	0	1
2004 SAFE DRINKING WATER LOAN \$3,152,000	7,004	38,844	39,639	6,209	2
2005 WATER UTILITY REVENUE BONDS \$4,900,000	15,973	31,946	47,919	0	3
2007 WATER UTILITY REVENUE BONDS \$4,000,000	20,940	119,977	121,394	19,523	4
2013 WATER UTILITY REVENUE BOND	13,157	76,206	76,775	12,588	5
2015 SAFE DRINKING WATER LOAN \$3,122,030	3,664	34,298	31,235	6,727	6
2016 WATER UTILITY REVENUE BONDS \$2,115,000		24,141	18,370	5,771	7
Subtotal Bonds (221)	60,738	325,412	335,332	50,818	8
Advances from Municipality (223)	0	0	0	0	9
UNFUNDED PENSION	6,131	7,621	6,855	6,897	10
Subtotal Advances from Municipality (223)	6,131	7,621	6,855	6,897	11
Other Long-Term Debt (224)	0	0	0	0	12
None				0	13
Subtotal Other Long-Term Debt (224)	0	0	0	0	14
Notes Payable (231)	0	0	0	0	15
None				0	16
Subtotal Notes Payable (231)	0	0	0	0	17
Customer Deposits (235)	0	0	0	0	18
None				0	19
Subtotal Customer Deposits (235)	0	0	0	0	20
Total	66,869	333,033	342,187	57,715	21

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Description (a)	Balance End of Year (b)	
Sinking Funds (125)	0	1
Bond Reserve Fund	545,393	2
Total (Acct. 125)	545,393	3
Cash and Working Funds (131)	0	4
Cash		5
Total (Acct. 131)	0	6
Temporary Cash Investments (136)	0	7
Temporary Cash Investments	6,372,212	8
Total (Acct. 136)	6,372,212	9
Customer Accounts Receivable (142)	0	10
Water	1,321,861	11
Total (Acct. 142)	1,321,861	12
Other Accounts Receivable (143)	0	13
Sewer (Non-regulated)		14
Merchandising, jobbing and contract work		15
Grant Receivable - Restricted	10,686 *	16
Total (Acct. 143)	10,686	17
Receivables from Municipality (145)	0	18
Receivables for water main, laterals, and PFP	547,842 *	19
Total (Acct. 145)	547,842	20
Prepayments (165)	0	21
Prepayments	19,595	22
Total (Acct. 165)	19,595	23
Miscellaneous Deferred Debits (186)	0	24
Deferred Outflows of Resources - Pensions	1,123,908	25
Total (Acct. 186)	1,123,908	26
Accounts Payable (232)	0	27
Accounts Payable	575,111	28
Total (Acct. 232)	575,111	29
Other Deferred Credits (253)	0	30
Regulatory Liability	175,888	31
Deferred Inflow - Pension	423,479	32

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Net Pension Liability	200,307	33
Total (Acct. 253)	799,674	34
Miscellaneous Operating Reserves (265)	0	35
Accrued Vacation & Sick Leave	564,316	36
Total (Acct. 265)	564,316	37

Balance Sheet Detail - Other Accounts

Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D) and all other lesser amounts grouped as Miscellaneous. Describe fully using other than account titles.

Balance Sheet Detail - Other Accounts (Page F-22)

Explain amounts in Accounts 143, 145 and/or 233 in excess of \$10,000. Provide a short list or detailed description, but do not use terms such as other revenues, general, miscellaneous, or repeat the account title.

Account 143 - Implementation of the new Lead Water Service Lateral Replacement program; grant funds receivable from the WDNR Safe Drinking Water Loan Program principal forgiveness used to replace lead water service laterals in the City of Sheboygan. The WDNR Financial Assistance Agreement for principal forgiveness is scheduled to close in May 2017.

Account 145 - Includes receivables for water main assessments \$280,672 and water lateral assessments \$175,525.

Return on Rate Base Computation

- The data used in calculating rate base are averages.
- Calculate those averages by summing the first-of-year and the end-of-year figures for each account and then dividing the sum by two.
- For municipal utilities, do not include contributed plant in service, property held for future use, or construction work in progress with utility plant in service. These are not rate base components.
- For private utilities, do not include property held for future use, or construction work in progress with utility plant in service. These are not rate base components.

Average Rate Base (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Add Average						1
Utility Plant in Service (101.1)	53,295,208				53,295,208	2
Materials and Supplies	271,259				271,259	3
Less Average						4
Reserve for Depreciation (111.1)	16,632,314				16,632,314	5
Customer Advances for Construction					0	6
Regulatory Liability	204,273				204,273	7
Average Net Rate Base	36,729,880	0	0	0	36,729,880	8
Net Operating Income	2,238,506				2,238,506	9
Net Operating Income as a percent of Average Net Rate Base	6.09%	N/A	N/A	N/A	6.09%	10

Regulatory Liability - Pre-2003 Historical Accumulated Depreciation on Contributed Utility Plant (253)

Description (a)	Water (b)	Electric (c)	Gas (d)	Sewer (e)	Total (f)	
Balance First of Year	232,659	0	0	0	232,659	1
Credits During Year					0	2
None					0	3
Charges (Deductions)					0	4
Miscellaneous Amortization (425)	25,134				25,134	5
Miscellaneous Debit to Surplus	31,637				31,637	6
Balance End of Year	175,888	0	0	0	175,888	7

Important Changes During the Year

Report changes of any of the following types:

1. Acquisitions

2. Leaseholder changes

3. Extensions of service

4. Estimated changes in revenues due to rate changes
A rate change was effective 1/1/16 to provide for a 5.25% rate of return.

5. Obligations incurred or assumed, excluding commercial paper

6. Formal proceedings with the Public Service Commission

7. Any additional matters

Water Operating Revenues & Expenses

Description (a)	This Year (b)	Last Year (c)	
Operating Revenues - Sales of Water			1
Sales of Water (460-467)	8,487,863	8,014,393	2
Total Sales of Water	8,487,863	8,014,393	3
Other Operating Revenues			4
Forfeited Discounts (470)	90,022	72,501	5
Rents from Water Property (472)	21,493	20,867	6
Interdepartmental Rents (473)	0	0	7
Other Water Revenues (474)	46,890	36,631	8
Total Other Operating Revenues	158,405	129,999	9
Total Operating Revenues	8,646,268	8,144,392	10
Operation and Maintenance Expenses			11
Source of Supply Expense (600-617)	14,404	276,227	12
Pumping Expenses (620-633)	684,860	630,428	13
Water Treatment Expenses (640-652)	1,066,966	1,035,741	14
Transmission and Distribution Expenses (660-678)	785,555	754,525	15
Customer Accounts Expenses (901-906)	194,091	203,518	16
Sales Expenses (910)	0	0	17
Administrative and General Expenses (920-932)	1,123,350	1,118,192	18
Total Operation and Maintenance Expenses	3,869,226	4,018,631	19
Other Operating Expenses			20
Depreciation Expense (403)	1,293,053	1,159,143	21
Amortization Expense (404-407)	0		22
Taxes (408)	1,245,483	1,203,109	23
Total Other Operating Expenses	2,538,536	2,362,252	24
Total Operating Expenses	6,407,762	6,380,883	25
NET OPERATING INCOME	2,238,506	1,763,509	26

Water Operating Revenues - Sales of Water

- Where customer meters record cubic feet, multiply by 7.48 to obtain number of gallons.
- Report estimated gallons for unmetered sales.
- Sales to multiple dwelling buildings through a single meter serving 3 or more family units should be classified multifamily residential.
- Account 460, Unmetered Sales to General Customers - Gallons of Water Sold should not include in any way quantity of water, i.e. metered or measured by tank of pool volume. The quantity should be estimated based on size of pipe, flow, foot of frontage, etc. Bulk water sales should be Account 460 if the quantity is estimated and should be Account 461 if metered or measured by volume. Water related to construction should be a measured sale of water (Account 461).
- Report average number of individually-metered accounts (meters). The amount reported should be the average meter count. E.g. if a hospital has 5 meters, a total of 5 meters should be reported on this schedule in column b (Average No. of Customers).

Description (a)	Average No. Customer (b)	Thousand of Gallons of Water Sold (c)	Amount (d)	
Unmetered Sales to General Customers (460)				1
Residential (460.1)				2
Commercial (460.2)				3
Industrial (460.3)				4
Public Authority (460.4)				5
Multifamily Residential (460.5)				6
Irrigation (460.6)				7
Total Unmetered Sales to General Customers (460)	0	0	0	8
Metered Sales to General Customers (461)				9
Residential (461.1)	16,961	767,879	2,217,203	10
Commercial (461.2)	1,320	255,149	554,769	11
Industrial (461.3)	163	2,385,961	3,597,400	12
Public Authority (461.4)	128	51,013	112,833	13
Multifamily Residential (461.5)	285	110,333	236,063	14
Irrigation (461.6)				15
Total Metered Sales to General Customers (461)	18,857	3,570,335	6,718,268	16
Private Fire Protection Service (462)	262		91,204	17
Public Fire Protection Service (463)	18,927		831,372	18
Other Water Sales (465)				19
Sales for Resale (466)	2	720,898	847,019	20
Interdepartmental Sales (467)				21
Total Sales of Water	38,048	4,291,233	8,487,863	22

Sales for Resale (Acct. 466)

Use a separate line for each delivery point.

Customer Name (a)	Point of Delivery (b)	Thousands of Gallons Sold (c)	Revenues (d)	
Kohler Municipal Water Utility	TAYLOR DR & ERIE AVE	305,989	339,464	1
Sheboygan Falls Utilities	TAYLOR DR & HWY 23	414,909	507,555	2
Total		720,898	847,019	3

Other Operating Revenues (Water)

- Report revenues relating to each account and fully describe each item using other than the account title.
- Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D and privates) and all other lesser amounts grouped as Miscellaneous.
- For a combined utility which also provides sewer service that is based upon water readings, report the return on net investment in meters charged to sewer department in Other Water Revenues (474).

Description (a)	Amount (b)	
Public Fire Protection Service (463)		1
Amount billed (usually per rate schedule F-1 or Fd-1)	831,372	2
Wholesale fire protection billed		3
Amount billed for fighting fires outside utility's service areas (usually per rate schedule F-2 or BW-1)		4
Total Public Fire Protection Service (463)	831,372	5
Forfeited Discounts (470)		6
Customer late payment charges	50,843	7
Meter, Tap, Testing	39,179	8
Total Forfeited Discounts (470)	90,022	9
Rents from Water Property (472)		10
Rent of tower for cellular antennas	21,493	11
Total Rents from Water Property (472)	21,493	12
Interdepartmental Rents (473)		13
None		14
Total Interdepartmental Rents (473)	0	15
Other Water Revenues (474)		16
Return on net investment in meters charged to sewer department	46,890	17
Total Other Water Revenues (474)	46,890	18

Other Operating Revenues (Water)

- | |
|---|
| <ul style="list-style-type: none">• Report revenues relating to each account and fully describe each item using other than the account title.• Report each item (when individually or when like items are combined) greater than \$10,000 (class AB), \$5,000 (class C) and \$2,000 (class D and privates) and all other lesser amounts grouped as Miscellaneous.• For a combined utility which also provides sewer service that is based upon water readings, report the return on net investment in meters charged to sewer department in Other Water Revenues (474). |
|---|

Other Operating Revenues (Water) (Page W-04)

Explain all amounts in Account 474 in excess of \$10,000.

Meter charge related to sewer only and sewer deduct customers.

Water Operation & Maintenance Expenses

- Each expense account that has a difference between This Year and Last Year greater than 15 percent and \$10,000 (class AB), 25 percent and \$5,000 (class C), 30 percent and \$2,000 (class D) shall be fully explained in the schedule footnotes.
- Class C and class D report all expenses in Other Expense (column c)

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
SOURCE OF SUPPLY EXPENSES					1
Operation Supervision and Engineering (600)		857	857	709	2
Operation Labor and Expenses (601)			0	0	3
Purchased Water (602)			0	0	4
Miscellaneous Expenses (603)			0	0	5
Rents (604)			0	0	6
Maintenance Supervision and Engineering (610)			0	0	7
Maintenance of Structures and Improvements (611)			0	0	8
Maintenance of Collecting and Impounding Reservoirs (612)			0	0	9
Maintenance of Lake, River and Other Intakes (613)		13,547	13,547	275,518 *	10
Maintenance of Wells and Springs (614)			0	0	11
Maintenance of Supply Mains (616)			0	0	12
Maintenance of Miscellaneous Water Source Plant (617)			0	0	13
Total Source of Supply Expenses	0	14,404	14,404	276,227	14
PUMPING EXPENSES					15
Operation Supervision and Engineering (620)	30,857		30,857	29,497	16
Fuel for Power Production (621)			0	0	17
Power Production Labor and Expenses (622)			0	0	18
Fuel or Power Purchased for Pumping (623)		479,292	479,292	456,104	19
Pumping Labor and Expenses (624)	16	316	332	0	20
Expenses Transferred--Credit (625)			0	0	21
Miscellaneous Expenses (626)	7,529	46,398	53,927	50,488	22
Rents (627)			0	0	23
Maintenance Supervision and Engineering (630)	9,909		9,909	9,852	24
Maintenance of Structures and Improvements (631)	76,943	10,833	87,776	71,381 *	25
Maintenance of Power Production Equipment (632)			0	0	26
Maintenance of Pumping Equipment (633)	13,973	8,794	22,767	13,106	27
Total Pumping Expenses	139,227	545,633	684,860	630,428	28
WATER TREATMENT EXPENSES					29
Operation Supervision and Engineering (640)	28,265		28,265	25,544	30
Chemicals (641)	6	227,542	227,548	241,238	31
Operation Labor and Expenses (642)	426,800	246,710	673,510	612,864	32
Miscellaneous Expenses (643)	3,240	24,040	27,280	18,847	33
Rents (644)			0	0	34
Maintenance Supervision and Engineering (650)			0	0	35
Maintenance of Structures and Improvements (651)	40,905	13,951	54,856	103,138 *	36
Maintenance of Water Treatment Equipment (652)	22,241	33,266	55,507	34,110 *	37
Total Water Treatment Expenses	521,457	545,509	1,066,966	1,035,741	38
TRANSMISSION AND DISTRIBUTION EXPENSES					39
Operation Supervision and Engineering (660)	35,173		35,173	33,020	40
Storage Facilities Expenses (661)	1,185	8,304	9,489	10,760	41

Water Operation & Maintenance Expenses

- Each expense account that has a difference between This Year and Last Year greater than 15 percent and \$10,000 (class AB), 25 percent and \$5,000 (class C), 30 percent and \$2,000 (class D) shall be fully explained in the schedule footnotes.
- Class C and class D report all expenses in Other Expense (column c)

Description (a)	Labor Expense (b)	Other Expense (c)	Total This Year (d)	Last Year (e)	
Transmission and Distribution Lines Expenses (662)	88,679	9,592	98,271	70,271	* 42
Meter Expenses (663)	35,025	4,101	39,126	49,460	* 43
Customer Installations Expenses (664)		109,483	109,483	108,217	44
Miscellaneous Expenses (665)	91,816	16,515	108,331	88,727	* 45
Rents (666)			0	0	46
Maintenance Supervision and Engineering (670)			0	0	47
Maintenance of Structures and Improvements (671)	80,726	3,027	83,753	81,886	48
Maintenance of Distribution Reservoirs and Standpipes (672)	3,977	47,580	51,557	38,842	* 49
Maintenance of Transmission and Distribution Mains (673)	86,889	88,029	174,918	182,183	50
Maintenance of Services (675)	787	183	970	10,973	* 51
Maintenance of Meters (676)	10,260	224	10,484	11,391	52
Maintenance of Hydrants (677)	37,403	26,597	64,000	68,795	53
Maintenance of Miscellaneous Plant (678)			0	0	54
Total Transmission and Distribution Expenses	471,920	313,635	785,555	754,525	55
CUSTOMER ACCOUNTS EXPENSES					56
Supervision (901)	25,858		25,858	26,563	57
Meter Reading Expenses (902)	30,377	4,644	35,021	39,222	58
Customer Records and Collection Expenses (903)	87,799	43,866	131,665	132,895	59
Uncollectible Accounts (904)		1,424	1,424	8,853	60
Miscellaneous Customer Accounts Expenses (905)			0	0	61
Customer Service and Informational Expenses (906)		123	123	(4,015)	62
Total Customer Accounts Expenses	144,034	50,057	194,091	203,518	63
SALES EXPENSES					64
Sales Expenses (910)			0	0	65
Total Sales Expenses	0	0	0	0	66
ADMINISTRATIVE AND GENERAL EXPENSES					67
Administrative and General Salaries (920)	195,178		195,178	223,290	68
Office Supplies and Expenses (921)		21,407	21,407	24,232	69
Administrative Expenses Transferred--Credit (922)			0	0	70
Outside Services Employed (923)		94,130	94,130	15,199	* 71
Property Insurance (924)		40,082	40,082	49,508	72
Injuries and Damages (925)		82,965	82,965	89,642	73
Employee Pensions and Benefits (926)		629,943	629,943	617,925	74
Regulatory Commission Expenses (928)		2,986	2,986	21,313	* 75
Duplicate Charges--Credit (929)			0	0	76
Miscellaneous General Expenses (930)	7,193	33,408	40,601	42,435	77
Rents (931)			0	0	78
Maintenance of General Plant (932)	801	15,257	16,058	34,648	* 79
Total Administrative and General Expenses	203,172	920,178	1,123,350	1,118,192	80
TOTAL OPERATION AND MAINTENANCE EXPENSES	1,479,810	2,389,416	3,869,226	4,018,631	81

Water Operation & Maintenance Expenses

- Each expense account that has a difference between This Year and Last Year greater than 15 percent and \$10,000 (class AB), 25 percent and \$5,000 (class C), 30 percent and \$2,000 (class D) shall be fully explained in the schedule footnotes.
- Class C and class D report all expenses in Other Expense (column c)

Water Operation & Maintenance Expenses (Page W-05)

Explain all This Year amounts that are more than 15% and \$10,000 higher or lower than the Last Year amount.

- Account 613 - Decrease in 2016 costs due to inspection and analysis of Intake Pipe #3 in 2015 which was subsequently retired in 2015.
Account 631 - Increase in 2016 costs due to an increase in labor for building tuck pointing and brick repair at Park Avenue plant.
Account 651 - Decrease in 2016 costs due to higher costs in 2015 for break room remodeling in the treatment plant.
Account 652 - Increase in 2016 costs due to maintenance of electric actuator and chlorine analyzer in the treatment plant.
Account 662 - Increase in 2016 costs due to engineering staff vacancy for 4 months in 2015.
Account 663 - Decrease in 2016 costs due to a large purchase of replacement parts for meter maintenance in 2015.
Account 665 - Increase in 2016 costs due to an increase in engineering and supervision salaries as well as staff training attendance.
Account 672 - Increase in 2016 costs due to maintenance at the Taylor Hill Reservoir for tuck pointing and brick repair.
Account 675 - Decrease in 2016 costs due to fewer frozen services in 2016 and maintenance of services at Erie and Wilgus Avenues in 2015.
Account 923 - Increase in 2016 costs due to a bond refunding of the 2005 revenue bonds and the use of temporary staff for a key retirement.
Account 928 - Decrease in 2016 costs due to a rate study conducted in 2015. No rate study in 2016.
Account 932 - Decrease in 2016 costs due to the remodeling of the office conference room in 2015.
-

Taxes (Acct. 408 - Water)

When allocation of taxes is made between departments, explain method used.

Description of Tax (a)	This Year (b)	Last Year (c)	
Property Tax Equivalent	1,151,800	1,111,154	1
Less: Local and School Tax Equivalent on Meters Charged to Sewer Department	24,674	24,870	2
Net Property Tax Equivalent	1,127,126	1,086,284	3
Social Security	109,909	109,250	4
PSC Remainder Assessment	8,448	7,575	5
Total Tax Expense	1,245,483	1,203,109	6

Water Property Tax Equivalent - Detail

- No property tax equivalent shall be determined for sewer utilities or town sanitary district water utilities.
- Tax rates are those issued in November (usually) of the year being reported and are available from the municipal treasurer. Report the tax rates in mills to six (6) decimal places.
- The assessment ratio is available from the municipal treasurer. Report the ratio as a decimal to six (6) places.
- The utility plant balance first of year should include the gross book values of plant in service (total of utility financed and contributed plant), property held for future use and construction work in progress.
- An "other tax rate" is included in the "Net Local and School Tax Rate Calculation" to the extent that it is local. An example is a local library tax. Fully explain the rate in the Property Tax Equivalent schedule footnotes.
- **Property Tax Equivalent - Total**
If the municipality has authorized a lower tax equivalent amount, the authorization description and date of the authorization must be reported in the schedule footnotes. If the municipality has NOT authorized a lower amount, leave the cell blank.

COUNTY: SHEBOYGAN(1)

SUMMARY OF TAX RATES

1. State Tax Rate	mills	0.170282
2. County Tax Rate	mills	5.521533
3. Local Tax Rate	mills	9.553075
4. School Tax Rate	mills	10.947251
5. Vocational School Tax Rate	mills	0.807336
6. Other Tax Rate - Local	mills	0.000000
7. Other Tax Rate - Non-Local	mills	0.000000
8. Total Tax Rate	mills	26.999477
9. Less: State Credit	mills	2.025570
11. Net Tax Rate	mills	24.973907

PROPERTY TAX EQUIVALENT CALCULATION

12. Local Tax Rate	mills	9.553075
13. Combined School Tax Rate	mills	11.754587
14. Other Tax Rate - Local	mills	0.000000
15. Total Local & School Tax Rate	mills	21.307662
16. Total Tax Rate	mills	26.999477
17. Ratio of Local and School Tax to Total	dec.	0.789188
18. Total Tax Net of State Credit	mills	24.973907
19. Net Local and School Tax Rate	mills	19.709107
20. Utility Plant, Jan 1	\$	60,038,698
21. Materials & Supplies	\$	262,402
22. Subtotal	\$	60,301,100
23. Less: Plant Outside Limits	\$	1,662,295
24. Taxable Assets	\$	58,638,805
25. Assessment Ratio	dec.	0.996609
26. Assessed Value	\$	58,439,961
27. Net Local and School Tax Rate	mills	19.709107
28. Tax Equiv. Computed for Current Year	\$	1,151,800

PROPERTY TAX EQUIVALENT - TOTAL

PROPERTY TAX EQUIVALENT CALCULATION

1. Utility Plant, Jan 1	\$	60,038,698
2. Materials & Supplies	\$	262,402
3. Subtotal	\$	60,301,100
4. Less: Plant Outside Limits	\$	1,662,295
5. Taxable Assets	\$	58,638,805
6. Assessed Value	\$	58,439,961
7. Tax Equiv. Computed for Current Year	\$	1,151,800
8. Tax Equivalent per 1994 PSC Report	\$	560,533
9. Amount of Lower Tax Equiv. as Authorized by Municipality for Current Year (see notes)	\$	
10. Tax Equivalent for Current Year (see notes)	\$	1,151,800

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
INTANGIBLE PLANT						1
Organization (301)	0				0	2
Franchises and Consents (302)	0				0	3
Miscellaneous Intangible Plant (303)	0				0	4
Total Intangible Plant	0	0	0	0	0	5
SOURCE OF SUPPLY PLANT						6
Land and Land Rights (310)	0				0	7
Structures and Improvements (311)	0				0	8
Collecting and Impounding Reservoirs (312)	0				0	9
Lake, River and Other Intakes (313)	627,615				627,615	10
Wells and Springs (314)	0				0	11
Supply Mains (316)	0				0	12
Other Water Source Plant (317)	0				0	13
Total Source of Supply Plant	627,615	0	0	0	627,615	14
PUMPING PLANT						15
Land and Land Rights (320)	2,475				2,475	16
Structures and Improvements (321)	2,403,273	23,121	865		2,425,529	17
Other Power Production Equipment (323)	108,644				108,644	18
Electric Pumping Equipment (325)	2,047,359	8,266	6,480		2,049,145	19
Diesel Pumping Equipment (326)	0				0	20
Other Pumping Equipment (328)	653,951				653,951	21
Total Pumping Plant	5,215,702	31,387	7,345	0	5,239,744	22
WATER TREATMENT PLANT						23
Land and Land Rights (330)	13,330				13,330	24
Structures and Improvements (331)	3,190,079	1,897,091	9,601		5,077,569 *	25
Sand or Other Media Filtration Equipment (332)	5,751,499	50,293			5,801,792	26
Membrane Filtration Equipment (333)	0				0	27
Other Water Treatment Equipment (334)	676,238	1,433,392	1,905		2,107,725 *	28
Total Water Treatment Plant	9,631,146	3,380,776	11,506	0	13,000,416	29
TRANSMISSION AND DISTRIBUTION PLANT						30
Land and Land Rights (340)	117,865				117,865	31
Structures and Improvements (341)	755,493		3,804		751,689	32
Distribution Reservoirs and Standpipes (342)	5,018,792	18,224			5,037,016	33
Transmission and Distribution Mains (343)	22,374,817	1,498,977	12,602		23,861,192	34
Services (345)	0				0	35
Meters (346)	2,632,788	460,012	57,005		3,035,795	36
Hydrants (348)	1,862,097	43,892	10,279		1,895,710	37

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
Other Transmission and Distribution Plant (349)	0				0	38
Total Transmission and Distribution Plant	32,761,852	2,021,105	83,690	0	34,699,267	39
GENERAL PLANT						40
Land and Land Rights (389)	0				0	41
Structures and Improvements (390)	586,761		7,997		578,764	42
Office Furniture and Equipment (391)	56,684	30,539	18,812		68,411	43
Computer Equipment (391.1)	229,949	27,540	8,887		248,602	44
Transportation Equipment (392)	468,929	35,435	33,036		471,328	45
Stores Equipment (393)	0				0	46
Tools, Shop and Garage Equipment (394)	171,148	1,858			173,006	47
Laboratory Equipment (395)	17,146				17,146	48
Power Operated Equipment (396)	412,848	14,645	9,142		418,351	49
Communication Equipment (397)	17,277	18,836	3,319		32,794	50
SCADA Equipment (397.1)	384,588	48,740			433,328	51
Miscellaneous Equipment (398)	0				0	52
Total General Plant	2,345,330	177,593	81,193	0	2,441,730	53
Total utility plant in service directly assignable	50,581,645	5,610,861	183,734	0	56,008,772	54
Common Utility Plant Allocated to Water Department	0				0	55
TOTAL UTILITY PLANT IN SERVICE	50,581,645	5,610,861	183,734	0	56,008,772	56

Water Utility Plant in Service - Plant Financed by Utility or Municipality

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Water Utility Plant in Service - Plant Financed by Utility or Municipality (Page W-08)

Additions for Accounts OTHER than 316, 343, 345, 346 and 348 exceed \$100,000, please explain. If applicable, provide construction authorization

Accounts 331 and 334 - New addition of the UV Disinfection building and UV Disinfection equipment.

Water Utility Plant in Service - Plant Financed by Contributions

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
INTANGIBLE PLANT						1
Organization (301)	0				0	2
Franchises and Consents (302)	0				0	3
Miscellaneous Intangible Plant (303)	0				0	4
Total Intangible Plant	0	0	0	0	0	5
SOURCE OF SUPPLY PLANT						6
Land and Land Rights (310)	0				0	7
Structures and Improvements (311)	0				0	8
Collecting and Impounding Reservoirs (312)	0				0	9
Lake, River and Other Intakes (313)	0				0	10
Wells and Springs (314)	0				0	11
Supply Mains (316)	0				0	12
Other Water Source Plant (317)	0				0	13
Total Source of Supply Plant	0	0	0	0	0	14
PUMPING PLANT						15
Land and Land Rights (320)	0				0	16
Structures and Improvements (321)	0				0	17
Other Power Production Equipment (323)	0				0	18
Electric Pumping Equipment (325)	0				0	19
Diesel Pumping Equipment (326)	0				0	20
Other Pumping Equipment (328)	0				0	21
Total Pumping Plant	0	0	0	0	0	22
WATER TREATMENT PLANT						23
Land and Land Rights (330)	0				0	24
Structures and Improvements (331)	0				0	25
Sand or Other Media Filtration Equipment (332)	94,222				94,222	26
Membrane Filtration Equipment (333)	0				0	27
Other Water Treatment Equipment (334)	0				0	28
Total Water Treatment Plant	94,222	0	0	0	94,222	29
TRANSMISSION AND DISTRIBUTION PLANT						30
Land and Land Rights (340)	0				0	31
Structures and Improvements (341)	0				0	32
Distribution Reservoirs and Standpipes (342)	0				0	33
Transmission and Distribution Mains (343)	4,915,384	238,799			5,154,183	34
Services (345)	0				0	35
Meters (346)	0				0	36
Hydrants (348)	397,536				397,536	37

Water Utility Plant in Service - Plant Financed by Contributions

- All adjustments, corrections and reclassifications (including to/from plant financed by contributions) should be reported in Column (e), Adjustments.
- Explain fully as a footnote the nature of all entries reported in Column (e), Adjustments.
- For each account over \$100,000 (class AB) or \$50,000 (class C) or \$10,000 (class D), explain in the footnotes section the dollar additions and retirements. If applicable, the footnotes should cite construction authorization, complete with PSC docket number.
- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount as a schedule footnote.

Accounts (a)	Balance First of Year (b)	Additions During Year (c)	Retirements During Year (d)	Adjustments Increase or (Decrease) (e)	Balance End of Year (f)	
Other Transmission and Distribution Plant (349)	0				0	38
Total Transmission and Distribution Plant	5,312,920	238,799	0	0	5,551,719	39
GENERAL PLANT						40
Land and Land Rights (389)	0				0	41
Structures and Improvements (390)	0				0	42
Office Furniture and Equipment (391)	0				0	43
Computer Equipment (391.1)	0				0	44
Transportation Equipment (392)	0				0	45
Stores Equipment (393)	0				0	46
Tools, Shop and Garage Equipment (394)	0				0	47
Laboratory Equipment (395)	0				0	48
Power Operated Equipment (396)	0				0	49
Communication Equipment (397)	0				0	50
SCADA Equipment (397.1)	0				0	51
Miscellaneous Equipment (398)	0				0	52
Total General Plant	0	0	0	0	0	53
Total utility plant in service directly assignable	5,407,142	238,799	0	0	5,645,941	54
Common Utility Plant Allocated to Water Department	0				0	55
TOTAL UTILITY PLANT IN SERVICE	5,407,142	238,799	0	0	5,645,941	56

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
SOURCE OF SUPPLY PLANT									1
Structures and Improvements (311)	0							0	2
Collecting and Impounding Reservoirs (312)	0							0	3
Lake, River and Other Intakes (313)	411,220	1.70%	10,669					421,889	4
Wells and Springs (314)	0							0	5
Supply Mains (316)	0							0	6
Other Water Source Plant (317)	0							0	7
Total Source of Supply Plant	411,220		10,669	0	0	0	0	421,889	8
PUMPING PLANT									9
Structures and Improvements (321)	635,905	3.20%	77,261	865				712,301	10
Other Power Production Equipment (323)	101,094	4.40%	4,780					105,874	11
Electric Pumping Equipment (325)	1,325,262	4.40%	90,123	6,480				1,408,905	12
Diesel Pumping Equipment (326)	0							0	13
Other Pumping Equipment (328)	599,516	4.40%	28,774					628,290	14
Total Pumping Plant	2,661,777		200,938	7,345	0	0	0	2,855,370	15
WATER TREATMENT PLANT									16
Structures and Improvements (331)	1,651,524	3.20%	132,282	9,601				1,774,205	17
Sand or Other Media Filtration Equipment (332)	1,896,932	3.30%	190,629					2,087,561	18
Membrane Filtration Equipment (333)	0							0	19
Other Water Treatment Equipment (334)	37,437	6.00%	83,519	1,905				119,051	20
Total Water Treatment Plant	3,585,893		406,430	11,506	0	0	0	3,980,817	21
TRANSMISSION AND DISTRIBUTION PLANT									22
Structures and Improvements (341)	468,289	3.20%	24,114	3,804				488,599	23
Distribution Reservoirs and Standpipes (342)	1,196,809	1.90%	95,530					1,292,339	24
Transmission and Distribution Mains (343)	4,147,685	1.30%	300,534	12,602				4,435,617	25
Services (345)	0							0	26
Meters (346)	1,511,540	5.50%	155,886	57,005				1,610,421	27

Water Accumulated Provision for Depreciation - Plant Financed by Utility or Municipality

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
Hydrants (348)	473,621	2.20%	41,336	10,279				504,678	28
Other Transmission and Distribution Plant (349)	0							0	29
Total Transmission and Distribution Plant	7,797,944		617,400	83,690	0	0	0	8,331,654	30
GENERAL PLANT									31
Structures and Improvements (390)	298,838	2.90%	19,163	7,997				310,004	32
Office Furniture and Equipment (391)	20,112	5.80%	3,628	18,812				4,928	33
Computer Equipment (391.1)	183,048	26.70%	31,638	8,887				205,799	34
Transportation Equipment (392)	456,669	13.30%	47,695	33,036				471,328	35
Stores Equipment (393)	0							0	36
Tools, Shop and Garage Equipment (394)	165,140	5.80%	7,866					173,006	37
Laboratory Equipment (395)	13,050	5.80%	994					14,044	38
Power Operated Equipment (396)	65,611	7.50%	31,170	9,142				87,639	39
Communication Equipment (397)	17,277	15.00%		3,319				13,958	40
SCADA Equipment (397.1)	339,995	9.20%	37,624					377,619	41
Miscellaneous Equipment (398)	0							0	42
Total General Plant	1,559,740		179,778	81,193	0	0	0	1,658,325	43
Total accum. prov. directly assignable	16,016,574		1,415,215	183,734	0	0	0	17,248,055	44
Common Utility Plant Allocated to Water Department	0							0	45
TOTAL ACCUM, PROV, FOR DEPRECIATION	16,016,574		1,415,215	183,734	0	0	0	17,248,055	46

Water Accumulated Provision for Depreciation - Plant Financed by Contributions

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
SOURCE OF SUPPLY PLANT									1
Structures and Improvements (311)	0							0	2
Collecting and Impounding Reservoirs (312)	0							0	3
Lake, River and Other Intakes (313)	0							0	4
Wells and Springs (314)	0							0	5
Supply Mains (316)	0							0	6
Other Water Source Plant (317)	0							0	7
Total Source of Supply Plant	0		0	0	0	0	0	0	8
PUMPING PLANT									9
Structures and Improvements (321)	0							0	10
Other Power Production Equipment (323)	0							0	11
Electric Pumping Equipment (325)	0							0	12
Diesel Pumping Equipment (326)	0							0	13
Other Pumping Equipment (328)	0							0	14
Total Pumping Plant	0		0	0	0	0	0	0	15
WATER TREATMENT PLANT									16
Structures and Improvements (331)	0							0	17
Sand or Other Media Filtration Equipment (332)	94,222	3.30%						94,222	18
Membrane Filtration Equipment (333)	0							0	19
Other Water Treatment Equipment (334)	0							0	20
Total Water Treatment Plant	94,222		0	0	0	0	0	94,222	21
TRANSMISSION AND DISTRIBUTION PLANT									22
Structures and Improvements (341)	0							0	23
Distribution Reservoirs and Standpipes (342)	0							0	24
Transmission and Distribution Mains (343)	1,004,927	1.30%	65,452					1,070,379	25
Services (345)	0							0	26
Meters (346)	0							0	27

Water Accumulated Provision for Depreciation - Plant Financed by Contributions

- Use only the account titles listed. If the utility has subaccounts other than accounts 391.1 and 397.1, combine them into one total and detail by subaccount in a schedule footnote.
- If more than one depreciation rate is used, report the average rate in column (c).
- Enter depreciation rates in decimal form. For example, enter 6.75% as 0.0675

Primary Plant Accounts (a)	Balance First of Year (b)	Rate % Used (c)	Accruals During Year (d)	Book Cost of Plant Retired (e)	Cost of Removal (f)	Salvage (g)	Adjustments Increase or (Decrease) (h)	Balance End of Year (i)	
Hydrants (348)	178,807	2.00%	8,746					187,553	28
Other Transmission and Distribution Plant (349)	0							0	29
Total Transmission and Distribution Plant	1,183,734		74,198	0	0	0	0	1,257,932	30
GENERAL PLANT									31
Structures and Improvements (390)	0							0	32
Office Furniture and Equipment (391)	0							0	33
Computer Equipment (391.1)	0							0	34
Transportation Equipment (392)	0							0	35
Stores Equipment (393)	0							0	36
Tools, Shop and Garage Equipment (394)	0							0	37
Laboratory Equipment (395)	0							0	38
Power Operated Equipment (396)	0							0	39
Communication Equipment (397)	0							0	40
SCADA Equipment (397.1)	0							0	41
Miscellaneous Equipment (398)	0							0	42
Total General Plant	0		0	0	0	0	0	0	43
Total accum. prov. directly assignable	1,277,956		74,198	0	0	0	0	1,352,154	44
Common Utility Plant Allocated to Water Department	0							0	45
TOTAL ACCUM, PROV, FOR DEPRECIATION	1,277,956		74,198	0	0	0	0	1,352,154	46

Age of Water Mains

- If asset management, capital improvement, or other infrastructure-related documents are not available, the utility should consult other potential sources of information: the year the utility was formed, year of initial build-out area, year in which new developments, subdivisions, etc. were added. This information can be used to develop estimated figures.
- If pipe diameter value is between those offered in the column, choose the diameter that is closest to the actual value.
- Report all pipe larger than 72" in diameter in the 72" category.

Pipe Size (a)	Feet of Main										Total (l)		
	pre-1900 (b)	1901-1920 (c)	1920-1940 (d)	1941-1960 (e)	1961-1970 (f)	1971-1980 (g)	1981-1990 (h)	1991-2000 (i)	2001-2010 (j)	2011-2020 (k)			
1.000					204							204	1
1.250		185	203									388	2
1.500				140	45							185	3
2.000		85										85	4
3.000		250										250	5
4.000	2,356	17,035	2,693	348	682	1,706						24,820 *	6
6.000	57,359	78,264	121,573	80,445	80,197	25,839	4,609	7,252	451	744		456,733	7
8.000	10,747	16,128	16,482	9,367	17,320	25,030	34,149	34,059	8,242	4,809		176,333	8
10.000	7,576	7,692	6,369	9,941	7,067	532	398					39,575	9
12.000	12,020	20,778	19,007	25,150	26,072	26,312	40,773	26,967	20,093	5,519		222,691	10
14.000			5,639									5,639	11
16.000	6,400	8,852	3,110	6,226	3,579	6,070	5,856	11,190	11,226	12,182		74,691	12
18.000	470					2,658						3,128	13
20.000		9,058		3,778				2,905	2,512	14,246		32,499	14
24.000						8,466		5,468	9,404	4,267		27,605	15
30.000			8,971		7,263	1,191			5,582			23,007	16
36.000							678					678	17
Total	96,928	158,327	184,047	135,395	142,429	97,804	86,463	87,841	57,510	41,767		1,088,511	18

If utility is unable to provide the detailed information above, utility must provide the following:
 All utility main is from this year range
 (Example: 1954-1972)

Describe source of information used to develop data:
Electronic database using mapping software and systems.

Age of Water Mains

- If asset management, capital improvement, or other infrastructure-related documents are not available, the utility should consult other potential sources of information: the year the utility was formed, year of initial build-out area, year in which new developments, subdivisions, etc. were added. This information can be used to develop estimated figures.
- If pipe diameter value is between those offered in the column, choose the diameter that is closest to the actual value.
- Report all pipe larger than 72" in diameter in the 72" category.

Age of Water Mains (Page W-13)

General Footnote

There was a total of 7,573 feet of 4" water main with age unknown. That amount was included in the 1901-1920 date range.

Sources of Water Supply - Statistics

- For Raw Water Withdrawn, use metered volume of untreated water withdrawn from the source.
- For Finished Water Pumped, use metered volume of treated water entering the distribution network, adjusted for known meter errors.
- If Finished Water is not metered, use Raw Water Withdrawn and subtract estimated water used in treatment.

Month (a)	Sources of Water Supply (000's gal)						Total Gallons Entering Distribution System (h)	
	Raw Water Withdrawn		Finished Water Pumped		Purchased Water (Imported)			
	Ground Water (b)	Surface Water (c)	Ground Water (d)	Surface Water (e)	Ground Water (f)	Surface Water (g)		
January		331,996		328,482			328,482	1
February		328,132		324,945			324,945	2
March		382,208		378,439			378,439	3
April		353,862		348,160			348,160	4
May		398,008		392,255			392,255	5
June		410,484		403,686			403,686	6
July		428,090		419,762			419,762	7
August		468,616		458,443			458,443	8
September		410,287		401,398			401,398	9
October		414,384		406,105			406,105	10
November		352,678		347,673			347,673	11
December		341,329		336,604			336,604	12
TOTAL	0	4,620,074	0	4,545,952	0	0	4,545,952	13

Water Audit and Other Statistics

- Where possible, report actual metered values. If water uses are not metered, estimate values for each line based on best available information. For assistance, refer to AWWA M36 Manual – Water Audits and Loss Control Programs.
- For unbilled, unmetered gallons (line 16), include water used for system operation and maintenance and water used for non-regulated sewer utility.
- If gallons estimated due to theft, data, and billing errors is unknown, multiply net gallons entering distribution system (line 3) by .0025.

Description (a)	Value (b)
WATER AUDIT STATISTICS	
Finished Water pumped or purchased (000s)	4,545,952
Less: Gallons (000s) sold to wholesale customers (exported water)	720,898
Subtotal: Net gallons (000s) entering distribution system	3,825,054
Less: Gallons (000s) sold to retail customers - Billed Authorized Consumption	3,570,335
Gallons (000s) of Non-Revenue Water	254,719
Gallons (000s) of unbilled-metered (including customer use to prevent freezing)	0
Gallons (000s) of unbilled-unmetered (including unmetered flushing, fire protection)	6,000
Subtotal: Unbilled Authorized Consumption	6,000
Total Water Loss	248,719
Gallons (000s) estimated due to theft, data, and billing errors (default)	3500
Gallons (000s) estimated due to customer meter under-registration	0
Subtotal Apparent Losses	3,500
Gallons (000s) estimated due to reported leakage (mains, services, hydrants, overflows)	2,074
Gallons (000s) estimated due to unreported and background leakage	243,145
Subtotal Real Losses (leakage)	245,219
Non-Revenue Water as percentage of net water supplied	7%
Total Water Loss as percentage of net water supplied	7%
OTHER STATISTICS	
Maximum gallons (000s) pumped by all methods in any one day during reporting year	18,388
Date of maximum	08/03/2016
Cause of maximum	
Seasonal demand/usage increase	
Minimum gallons (000s) pumped by all methods in any one day during reporting year	6,477
Date of minimum	01/01/2016
Total KWH used by the utility (including pumping, treatment facilities and other utility operations)	6,353,379
If water is purchased:	
Vendor Name	
Point of Delivery	
Source of purchased water	
Vendor Name (2)	
Point of Delivery (2)	
Source of purchased water (2)	
Vendor Name (3)	
Point of Delivery (3)	
Source of purchased water (3)	
Number of main breaks repaired this year	13
Number of service breaks repaired this year	12

Sources of Water Supply - Well Information

- Enter characteristics for each of the utility's functional wells (regardless of whether it is "in service" or not).
- Do not include abandoned wells on this schedule.
- All abandoned wells should be retired from the plant accounts and no longer listed in the utility's annual report.
- Abandoned wells should be permanently filled and sealed per Wisconsin Administrative codes Chapters NR811 and NR812.

--- THIS SCHEDULE NOT APPLICABLE TO THIS UTILITY---

Sources of Water Supply - Intake Information

Description (a)	Distance From Shore (feet) (b)	Depth Below Surface (feet) (c)	Diameter (inches) (d)	
LAKE MICHIGAN 1	2,100	30	36	1
LAKE MICHIGAN 2	5,000	46	30	2

Pumping & Power Equipment

Identification (a)	Location (b)	Pump				Pump Motor or Standby Engine				
		Primary Purpose (c)	Primary Destination (d)	Year Installed (e)	Type (f)	Actual Capacity (gpm) (g)	Year Installed (j)	Type (k)	Horse-power (l)	
EE #1	4200 COUNTY RD OK	Booster	Distribution	2008	Centrifugal	350	2008	Electric	20	1
ERIE #1	4024 ERIE AVE	Booster	Distribution	2007	Centrifugal	4,200	2007	Electric	200	2
ERIE #2	4024 ERIE AVE	Booster	Distribution	2007	Centrifugal	4,200	2007	Electric	200	3
ERIE #3	4024 ERIE AVE	Booster	Distribution	2007	Centrifugal	4,200	2007	Electric	200	4
ERIE GENERATOR	4024 ERIE AVE	Standby	Distribution	2007	Other	8,400	2007	Natural Gas	500	5
GEORGIA #1	2935 GEORGIA AVE	Booster	Distribution	1971	Vertical Turbine	1,040	1971	Electric	30	6
GEORGIA #2	2935 GEORGIA AVE	Booster	Distribution	1971	Vertical Turbine	1,040	1971	Electric	30	7
GEORGIA #3	2935 GEORGIA AVE	Booster	Distribution	1971	Vertical Turbine	1,040	1971	Electric	30	8
GEORGIA #4	2935 GEORGIA	Booster	Distribution	2000	Centrifugal	2,600	2008	Electric	100	9
GEORGIA #4 GAS	2935 GEORGIA AVE	Standby	Distribution	2000	Centrifugal	2,600	2000	Natural Gas	100	10
GEORGIA #5	2935 GEORGIA AVE	Booster	Distribution	2008	Centrifugal	5,000	2008	Electric	200	11
GEORGIA GENERATOR	2935 GEORGIA AVE	Standby	Distribution	1971	Other	2,080	1971	Natural Gas	290	12
HIGH LIFT #1	72A PARK AVE HIGH LIFT	Primary	Distribution	1990	Centrifugal	10,069	1990	Electric	700	13
HIGH LIFT #2	72A PARK AVE	Primary	Distribution	1937	Centrifugal	6,380	2005	Electric	400	14
HIGH LIFT #3	72A PARK AVE HIGH LIFT	Primary	Distribution	1951	Centrifugal	6,800	2013	Electric	350	15
HIGH LIFT #3 GAS	72A PARK AVE HIGH LIFT	Standby	Distribution	1951	Centrifugal	6,800	1990	Natural Gas	400	16
HIGH LIFT #4	72A PARK AVE HIGH LIFT	Primary	Distribution	1990	Centrifugal	10,069	2004	Electric	700	17
HIGH LIFT #4 GAS	72A PARK AVE	Standby	Distribution	1990	Centrifugal	10,069	1990	Natural Gas	700	18
HIGH LIFT #5	72A PARK AVE HIGH LIFT	Primary	Distribution	1972	Centrifugal	10,000	2003	Electric	700	19
LOW LIFT #6	72A PARK AVE LOW LIFT	Primary	Treatment	1980	Centrifugal	5,556	1992	Electric	150	20
LOW LIFT #7	72A PARK AVE LOW LIFT	Standby	Treatment	1931	Centrifugal	8,400	1991	Natural Gas	200	21
LOW LIFT #9	72A PARK AVE LOW LIFT	Primary	Treatment	1959	Centrifugal	9,000	2004	Electric	150	22
LOWLIFT #8	72A PARK AVE LOW LIFT	Primary	Treatment	1991	Centrifugal	13,200	1991	Electric	200	23

Pumping & Power Equipment

Identification (a)	Location (b)	Pump				Pump Motor or Standby Engine				
		Primary Purpose (c)	Primary Destination (d)	Year Installed (e)	Type (f)	Actual Capacity (gpm) (g)	Year Installed (j)	Type (k)	Horse- power (l)	
PLANT GENERATOR	72A PARK AVE	Standby	Treatment	1991	Other	9,000	1991	Natural Gas	245	24
WASH PUMP #10	72A PARK AVE WASH PUMP	Primary	Treatment	1959	Centrifugal	5,200	1959	Electric	100	25
WASH PUMP 2 #11	72A PARK AVE WASH PUMP	Standby	Treatment	2013	Centrifugal	8,000	2013	Electric	200	26
WILGUS #1	3169 WILGUS AVE	Booster	Distribution	1986	Centrifugal	250	1986	Electric	7	27
WILGUS #2	3169 WILGUS AVE	Booster	Distribution	1986	Centrifugal	650	2006	Electric	20	28
WILGUS #2 GAS	3169 WILGUS AVE	Standby	Distribution	1986	Centrifugal	650	2011	Natural Gas	30	29
WILGUS #3	3169 WILGUS AVE	Booster	Distribution	1986	Centrifugal	1,500	2011	Electric	60	30

Reservoirs, Standpipes and Elevated Tanks

- Enter elevation difference between highest water level in Standpipe or Elevated Tank, (or Reservoir only on an elevated site) and the water main where the connection to the storage begins branching into the distribution system.

Facility Name (a)	Facility ID Site Code (b)	Year Constructed (c)	Type (d)	Primary Material (e)	Elevation Difference in Feet (f)	Total Capacity In Gallons (g)	
EE TOWER	1	1989	Elevated Tank	Steel	146	500,000	1
ERIE - NORTH	4	2007	Reservoir	Concrete	60	3,000,000	2
ERIE - SOUTH	5	2007	Reservoir	Concrete	60	3,000,000	3
GEORGIA AVE STANDPIPE	2	1959	Standpipe	Steel	104	2,000,000	4
TAYLOR	3	1933	Elevated Tank	Steel	54	4,000,000	5

Water Treatment Plant

- Provide a generic description for (a). Do not give specific address of location.
- Please select all that apply for (d) and (e). If Other is selected please explain in Notes (h).
- Please identify the point of application for each treatment plant for (g). For example, please list each well or central treatment facility served by this unit.

Unit Description (a)	Year Constructed (b)	Rated Capacity (mgd) (c)	Disinfection (d)	Additional Treatment (e)	Fluoridated (f)	Point of Application (g)	Notes (h)
EE TOWER	1989	500000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Iron Exchange _ Iron/Manganese _ Nutrient Removal _ Radium Removal _ Other	Yes	CENTRAL FACILITIES	1
TAYLOR	1933	4000000	x Ultraviolet Light x Liquid Chlorine _ Gas Chlorine _ Ozone _ Other _ None	x Flocculation/Sedimentation x Sand Filtration _ Activated Carbon Filtration _ Membrane Filtration _ Iron Exchange _ Iron/Manganese _ Nutrient Removal _ Radium Removal _ Other	Yes	CENTRAL FACILITIES	2

Water Mains

- Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- Explain all reported adjustments as a schedule footnote.
- For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If the assessments are deferred, explain.
- Report all pipe larger than 72" in diameter in the 72" category.

Pipe Material (a)	Main Function (b)	Diameter (inches) (c)	Number of Feet			Adjustments Increase or (Decrease) (g)	End of Year (h)	
			First of Year (d)	Added During Year (e)	Retired During Year (f)			
Other Metal	Distribution	5/8	92			(92)	0	1
Other Metal	Distribution	3/4	214			(214)	0	2
Other Metal	Distribution	1	682			(478)	204	3
Other Metal	Distribution	1 1/4	683			(295)	388	4
Other Metal	Distribution	1 1/2	898			(713)	185	5
Other Plastic	Distribution	2	180			(95)	85	6
Other Metal	Distribution	3	187			63	250	7
Other Metal	Distribution	4	23,802		52	1,070	24,820	8
Other Metal	Distribution	6	468,703	81	2,120	(10,141)	456,523	9
Other Metal	Distribution	8	179,313	344	343	(6,533)	172,781	10
Other Metal	Distribution	10	42,521		192	(2,754)	39,575	11
Other Metal	Distribution	12	226,437	5,423		(16,607)	215,253	12
Other Metal	Distribution	14	5,567			72	5,639	13
Other Metal	Distribution	16	77,878	722	30	(6,712)	71,858	14
Other Metal	Distribution	18	3,247			(119)	3,128	15
Asbestos-Cement (Transite)	Transmission	20	10,681			(10,681)	0	16
Concrete	Transmission	20		2,610		10,681	13,291	17
Other Metal	Distribution	20	15,994			3,214	19,208	18
Other Metal	Distribution	24	6,532			(1,143)	5,389	19
Other Metal	Transmission	24	22,216				22,216	20
Other Metal	Distribution	30				9,772	9,772	21
Other Metal	Transmission	30	11,217			1,388	12,605	22
Other Metal	Transmission	36	663			15	678	23
Total Within Municipality			1,097,707	9,180	2,737	(30,302)	1,073,848	24
Other Metal	Distribution	6	210				210	25
Other Metal	Distribution	8	6,001			(2,449)	3,552	26
Other Metal	Distribution	12	8,300			(912)	7,388	27
Other Metal	Distribution	16	4,353			(1,520)	2,833	28
Other Metal	Distribution	30	9,772			(9,772)	0	29
Other Metal	Transmission	30	1,000			(320)	680	30
Total Outside Municipality			29,636			(14,973)	14,663	31
Total Utility			1,127,343	9,180	2,737	(45,275)	1,088,511	32

Water Mains

- Report mains separately by pipe material, function, diameter and either within or outside the municipal boundaries.
- Explain all reported adjustments as a schedule footnote.
- For main additions reported in column (e), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If the assessments are deferred, explain.
- Report all pipe larger than 72" in diameter in the 72" category.

Water Mains (Page W-21)

Added During Year total is greater than zero, please explain financing following the criteria listed in the schedule headnotes.

Water mains added during 2016 were financed by regular water revenues; new properties within city limits were assessed on street frontage at the rate stated in municipal code; properties outside city limits were assessed on street frontage at the rate stated in municipal code and deferred to the city for payment.

Adjustments are nonzero for one or more accounts, please explain.

The City of Sheboygan has water main dating prior to 1900. Over the course of the past 120+ years, new water main has been added, and old water main has been retired or abandoned. Throughout the history of the city, the Sheboygan Water Utility extended water main outside the municipality boundaries to serve the Utility's customers. As the City grew, portions of this water main was annexed into the City. Due to old, manual, and sometimes inconsistent record keeping, these water main additions, retirements, and property annexations were not always accurately recorded.

In addition to converting water main records into an electronic database, recently the Sheboygan Water Utility has implemented mapping software and systems. The use of mapping tools has enabled the Utility to more accurately account for the water main in the system. Utilizing mapping and database records, an inventory of the water main owned by the Sheboygan Water Utility, was performed in 2016. The updated quantities and the resulting adjustments of the water main inventory are shown on this report. Updating and maintaining mapping is an on-going project.

Water Service Laterals

- The utility's service lateral is the pipe from the main to and through the curb stop.
- Explain all reported adjustments as a schedule footnote.
- Report in column (h) the number of utility-owned service laterals included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- For service laterals added during the year in column (d), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service laterals recorded under this method.
 - If any were financed by application of Cz-1, provide the total amount recorded and the number of service laterals recorded under this method.
- Report service laterals separately by diameter and pipe materials.

--- THIS SCHEDULE NOT APPLICABLE TO THIS UTILITY---

Water Service Laterals

- The utility's service lateral is the pipe from the main to and through the curb stop.
- Explain all reported adjustments as a schedule footnote.
- Report in column (h) the number of utility-owned service laterals included in columns (g) which are temporarily shut off at the curb box or otherwise not in use at end of year.
- For service laterals added during the year in column (d), as a schedule footnote:
 - Explain how the additions were financed.
 - If assessed against property owners, explain the basis of the assessments.
 - If installed by a property owner or developer, explain the basis of recording the cost of the additions, the total amount and the number of service laterals recorded under this method.
 - If any were financed by application of Cz-1, provide the total amount recorded and the number of service laterals recorded under this method.
- Report service laterals separately by diameter and pipe materials.

Water Service Laterals (Page W-22)

General Footnote

All water service laterals from the water main to the meter are owned by the property owner, not the Sheboygan Water Utility.

Meters

- Include in Columns (b-f) meters in stock as well as those in service.
- Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- Totals by size in Column (f) should equal same size totals in Column (s).
- Explain all reported adjustments as schedule footnote.
- Do not include station meters in the meter inventory used to complete these tables.

Number of Utility-Owned Meters

Classification of All Meters at End of Year by Customers

Size of Meter (a)	First of Year (b)	Added During Year (c)	Retired During Year (d)	Adjust. Increase or Decrease (e)	End of Year (f)	Tested During Year (g)	Residential (h)	Commercial (i)	Industrial (j)	Public Authority (k)	Multifamily Residential (l)	Irrigation (m)	Wholesale (n)	Inter-Departmental (o)	Utility Use (p)	Deduct Meters (q)	In Stock (r)	Total (s)	
3/4	18,401		251	120	18,270	96	16,891	912	60	11	108					12	276	18,270	1
1	351	12	1	(3)	359	6	54	206	26	23	32					11	7	359	2
1 1/2	217	92	84	1	226	74	5	90	15	31	74					7	4	226	3
2	209	54	44	(2)	217	48		75	34	41	53					9	5	217	4
3	49		0		49	5		20	9	10	9					1		49	5
4	13	1	3	3	14	0		3	7	2	2							14	6
6	9		1		8	8			7				1					8	7
8	3		0		3	3			3									3	8
10	0		0	2	2	2							2					2	9
Total	19,252	159	384	121	19,148	242	16,950	1,306	161	118	278		3			40	292	19,148	10

Meters

- Include in Columns (b-f) meters in stock as well as those in service.
- Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- Totals by size in Column (f) should equal same size totals in Column (s).
- Explain all reported adjustments as schedule footnote.
- Do not include station meters in the meter inventory used to complete these tables.

1. Indicate your residential meter replacement schedule:

Meters tested once every 10 years and replaced as needed

All meters replaced within 20 years of installation

Other schedule as approved by PSC

2. Indicate the method(s) used to read customer meters

Manually - remote register

Manually - inside the premises

Radio Frequency - Drive or walk-by technology

Radio Frequency - fixed network or other automatic infrastructure (AMI)

Other

Meters

- Include in Columns (b-f) meters in stock as well as those in service.
- Report in Column (c) all meters purchased during the year and in Column (d) all meters junked, sold or otherwise permanently retired during the year.
- Use Column (e) to show correction to previously reported meter count because of inventory or property record corrections
- Totals by size in Column (f) should equal same size totals in Column (s).
- Explain all reported adjustments as schedule footnote.
- Do not include station meters in the meter inventory used to complete these tables.

Meters (Page W-23)

Adjustments are nonzero for one or more meter sizes, please explain.

All adjustments are reclassifications made by the Utility to correct previously reported meter counts and/or inventory counts.

Hydrants and Distribution System Valves

- Distinguish between fire and flushing hydrants by lead size.
 - Fire hydrants normally have a lead size of 6 inches or greater.
 - Record as a flushing hydrant where the lead size is less than 6 inches or if pressure is inadequate to provide fire flow.
- Explain all reported adjustments in the schedule footnotes.
- Report fire hydrants as within or outside the municipal boundaries.

Hydrant Type (a)	Number In Service First of Year (b)	Added During Year (c)	Removed During Year (d)	Adjustments Increase or (Decrease) (e)	Number In Service End of Year (f)	
Fire - Outside Municipality	41	7	1		47	1
Fire - Within Municipality	1,985	43	19		2,009	2
Total Fire Hydrants	2,026	50	20	0	2,056	3
Flushing Hydrants	0				0	4

NR810.13(2)(a) recommends that a schedule shall be adopted and followed for operating each system valve and hydrant at least once each two years. Please provide the number operated during the year.

Number of Hydrants operated during year	1,200
Number of Distribution System Valves end of year	3,191
Number of Distribution Valves operated during Year	1,000

List of All Station and Wholesale Meters

- Definition of Station Meter is any meter in service not used to measure customer consumption.
- Definition of Wholesale Meter is any meter used to measure sales to other utilities.
- Retail customer meters should not be included in this inventory.

Purpose (a)	Meter Size (inches) (b)	Location or Description (c)	Type (d)	Date of Last Meter Test (e)	
Station Meter	<= 2-inch	Meter Shop Test Bench	Turbine	01/25/2016	1
Station Meter	<= 2-inch	Meter Shop Test Bench2	Turbine	01/25/2016	2
Station Meter	6	Meter Shop Test Bench	Turbine	01/25/2016	3
Station Meter	>= 24-inch	High Lift (East)	Magnetic	06/01/2016	4
Station Meter	>= 24-inch	High Lift (West)	Magnetic	06/01/2016	5
Station Meter	>= 24-inch	Low Lift (East/West)	Magnetic	06/01/2016	6
Station Meter	>= 24-inch	Low Lift (South)	Magnetic	06/01/2016	7
Wholesale Meter	6	Kohler South 3925 Washington	Turbine	12/20/2016	8
Wholesale Meter	10	Kohler North 3207 Erie Ave	Magnetic	10/13/2016	9
Wholesale Meter	10	Sheboygan Falls 927 N Taylor	Turbine	10/13/2016	10

Water Conservation Programs

- List all water conservation-related expenditures for the reporting year. Include administrative costs, customer outreach and education, other program costs, and payments for rebates and other customer incentives.
- If the Commission has approved conservation program expenses, these should be charged to Account 186. Otherwise, these expenses are reported in Account 906 on Schedule W-05 (Account 691 for class D utilities).

Item Description (a)	Expenditures (b)	Number of Rebates (c)	Water Savings Gallons (d)	
Administrative and General Expenses				1
Program Administration	0	0	0	2
Customer Outreach & Education	0	0	0	3
Other Program Costs	0	0	0	4
Total Administrative and General Expenses	0	0	0	5
Customer Incentives				6
Residential Toilets	0	0	0	7
Multifamily/Commercial Toilets	0	0	0	8
Faucets	0	0	0	9
Showerheads	0	0	0	10
Clothes Washers	0	0	0	11
Dishwashers	0	0	0	12
Smart Irrigation Controller	0	0	0	13
Commercial Pre-Rinse Spray Valves	0	0	0	14
Cost Sharing Projects (Nonresidential Customers)	0	0	0	15
Customer Water Audits	0	0	0	16
Other Incentives	0	0	0	17
Total Customer Incentives	0	0	0	18
TOTAL CONSERVATION	0	0	0	19

Water Customers Served

- List the number of customer accounts in each municipality for which your utility provides retail general service. Do not include wholesale customers or fire protection accounts.
- Per Wisconsin state statute, a city, village, town or sanitary district owning water plant or equipment may serve customers outside its corporate limits, including adjoining municipalities. For purposes of this schedule, customers located "Within Muni Boundary" refers to those located inside the jurisdiction that owns the water utility.

Municipality (a)	Customers End of Year (b)	
Sheboygan (City) **	18,845	1
Sheboygan (Town)	12	2
Total - Sheboygan County	18,857	3
Total - Customers Served	18,857	4
Total - Outside Muni Boundary	12	5
Total - Within Muni Boundary **	18,845	6

** = *Within municipal boundary*

III

Res. No. _____ - 17 - 18. By Alderpersons Bitters and Nelson. May 1, 2017.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for the water lateral replacements in Broadway Avenue from South 7th Street to South 13th Street.

RESOLVED: That the assessments and schedule of the proposed assessments prepared by the Board of Water Commissioners for the proposed water lateral replacements in Broadway Avenue from South 7th Street to South 13th Street. are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 17 - 18. By Alderpersons Wolf, Belanger, Draughon,
Rindfleisch, Ross, and Donohue. May 1, 2017.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the replacement of lead and/or galvanized iron water laterals in Michigan Avenue from N. 3rd Street to N. 4th Street and North Avenue from N. 15th Street to N. 19th Street.

RESOLVED: That the existing lead and/or galvanized iron water lateral(s) from the main to the curb stop, be replaced with copper or plastic, of appropriate size in Michigan Avenue from N. 3rd Street to N. 4th Street and North Avenue from N. 15th Street to N. 19th Street, is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.54(3), Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.60, Stats., for the aforesated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.60(2) and §66.60(3), Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

Consent

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of \$100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds \$5,000.00 for a single parcel of property, under §66.54(7), Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 40-50 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

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



April 13, 2017

Susan Richards
City Clerk
City of Sheboygan
Sheboygan, WI 53081

Dear Susan,

The Sheboygan Water Utility requests that a preliminary resolution be introduced to the Common Council, *at their next regular meeting*, declaring intent to exercise police powers to levy special assessments for the replacement of lead and/or galvanized iron water laterals.

RESOLVED: That **existing lead and/or galvanized iron water lateral(s) from the main to the curb stop, be replaced with copper or plastic, of appropriate size**, in the following street(s)/location(s):

- 1. Michigan Avenue from N. 3rd Street to N. 4th Street**
- 2. North Avenue from N. 15th Street to N. 19st Street**

FURTHER RESOLVED: That this work is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under 66.0703 Wisconsin Statutes.

Sincerely,

Damian J. Nevers, PE
SHEBOYGAN WATER UTILITY
Utility Engineer

cc: David Biebel, Director of Public Works
Ryan Sazama PE, City Engineer
Chad Pelishek, City Development Manager
Darrell Hofland, Chief Administrative Officer
Joe Trueblood PE, Utility Superintendent

III

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

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 2010 S. 19th St.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., 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 Urban Industrial UI to Class Neighborhood Residential NR-6 (Parcel 413880) 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

Consent

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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

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

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 2010 S 19th Street.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., 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 Urban Industrial UI to Class Neighborhood Residential NR-6 (Parcel No. 413870) 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

Consent.

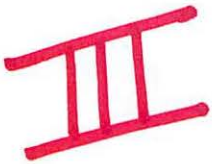


COMMENCING AT THE NE CORNER OF LOT 20, BLOCK 2 OF GRAFF'S SUBDIVISION, SAID CORNER BEING A POINT ON THE SOUTH R/W LINE OF ARIZONA AVE. THENCE N 88°24'57" E ALONG SAID SOUTH R/W LINE 10'± TO THE WEST R/W OF S. 19TH ST, THENCE S 01°39'47"E ALONG SAID WEST R/W LINE 119.85' TO THE POINT OF BEGINNING, THENCE 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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. 15 - 17 - 18. By Alderperson Wolf. May 1, 2017.

A RESOLUTION amending Res. No. 231-16-17 by Alderperson Belanger authorizing the *City Engineer* (replacing the words City Officials) to apply for a grant from the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, the City of Sheboygan Storm Water Management Plan was last completed in 1996 and is in need of updating.

WHEREAS, a cost-sharing grant is required to carry out the project;

THEREFORE, BE IT RESOLVED: That the applicant hereby authorizes the *City Engineer* to act on behalf of the applicant to:

1. Sign and submit the grant application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
2. Sign a grant agreement between applicant and the DNR;
3. Sign and submit reimbursement claims along with necessary supporting documentation;
4. Sign and submit interim and final reports and other documentation as required by the grant agreement;
5. Sign and submit and Environment Hazards Assessment Form, if required; and
6. Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED: The applicant shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

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 Authorizing To Apply for a Grant From the Wisconsin Department of Natural Resources for the Purpose of Implementing Measures to Control Agricultural or Urban Storm Water Runoff Pollution Sources.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: April 27, 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:

An approved resolution from the Sheboygan Common Council authorizing the appropriate City officials to apply for a grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources is required as part of the grant application process.

STAFF COMMENTS:

Approve the Resolution.

ACTION REQUESTED:

Motion to recommend the Common Council to approve the Resolution to apply for a grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources.

ATTACHMENTS:

- I. Res. 231-16-17
- II. DNR Grant Application



April 17, 2017

Lisa Creegan
Wisconsin Department of Natural Resources
2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212

RE: Urban Nonpoint Source Water Quality Grant

Dear Ms. Creegan:

On behalf of the City of Sheboygan, I am writing to let you know of the City's commitment to our grant application to create a plan that addresses improving the water quality of water bodies. Clean water and the attractiveness of the Sheboygan River running through our community is a high priority to our citizens and local businesses and a major feature that draws visitors to the City.

As with each Wisconsin local community, the City of Sheboygan is experiencing the impacts from new development and redevelopment projects which makes storm water a very important issue. The updating of the City's storm water management plan is an essential part of managing growth and our protection of the Sheboygan River.

The City, as part of our upcoming Capital Improvements Plan funding determination, is committed to funding our portion of this grant application beginning with our 2018 budget.

Sincerely,

Ryan Sazama, P.E., AIA
City Engineer

DEPARTMENT OF
PUBLIC WORKS
MUNICIPAL SERVICE BUILDING
OPERATIONS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081-4790

920/459-3440
FAX 920/459-3443

State of Wisconsin
 Runoff Management Section-WT/3
 Department of Natural Resources
 101 South Webster Street
 Madison, WI 53703 or
 P.O. Box 7921
 Madison WI 53707-7921

**Urban Nonpoint Source & Storm Water (UNPS&SW) Program
 Planning Grant Application**

Form 8700-299A (R 1/17)

Notice: This application form template was created by the Wisconsin Department of Natural Resources. Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154, and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code*

Please read the instructions prior to completion of this form. Complete all sections as applicable. Tab to each section or click in answer spaces.

Applicant Information

Calendar Year of Grant Start 2018

Project Name

City of Sheboygan Storm Water Management Plan Update

Applicant (governmental unit applying; name and type, e.g. Wausau, City; Randall, Town; Waunakee, Village)

Sheboygan, City

Name of Government Official - Authorized Signatory (First Last)	Name of Government Official - Grant Contact Person (First Last)
---	---

Ryan Sazama

(Same)

Title

Title

City Engineer

Area Code + Phone Number

Area Code + Phone Number

(920) 459-3394

E-Mail Address

E-Mail Address

ryan.sazama@sheboyganwi.gov

Mailing Address - Street or PO Box

Mailing Address - Street or PO Box

2026 New Jersey Avenue

City	State	ZIP Code	City	State	ZIP Code
Sheboygan	WI	53081		WI	

Project Information

A. Location of Project

County	State Senate District number:				State Assembly District number:				
Sheboygan	9				26				
Minor Civil Division (city, town, village, e.g., Wrightstown, Village of)	Township (N)	Range	E or W	Section	Quarter	Quarter- Quarter	Latitude (North, 4 to 7 decimal places)	Longitude (West, 4 to 7 decimal places)	
Sheboygan, City of	15 N	23	E	23			43.74924	-87.71224	
	N								
	N								

Method for Determining Latitude & Longitude (check one)

- GPS
- DNR Surface Water Data Viewer (<http://dnrm.wisconsin.gov/SL/Viewer=SWDV>)
- Other (specify):

B. Project Summary and Description. Use this space for the project summary and description, not an attachment. Mention every activity being proposed in Part II; Question 1.

For this project the City of Sheboygan will enhance & upgrade their MS4 Permit programs and update their Storm Water Management Plan. The City of Sheboygan is currently regulated under the WPDES Municipal Separate Storm Sewer Systems (MS4) Individual Permit No. WI-S049867-03. The proposed upgrades to MS4 permit programs include reviewing and updating the Illicit Discharge Detection and Elimination Program (using the priority outfall approach detailed in the 2012 WDNR guidance document no. 3800-2012-01), construction site and storm water program documents, Pollution Prevention Plans for Municipally Owned Properties, winter road management plan, and the pond inspection and maintenance program. The project plan will also include the development of a leaf collection and maintenance program, preparation of an impaired waters strategy, and a meeting with local contractors and developers to educate them on the City's updated construction site and storm water program. Updating the existing and developing these new programs will help City staff streamline the process to operate and collect data for these programs, and will provide information and measurable goals specifically addressing phosphorus loads in storm water.

The City will also be updating the City-wide Storm Water Management Plan, including an in-depth assessment of the plan's alternatives analysis and recommendations. This updated Storm Water Management Plan will remodel the City to determine its current compliance with the MS4 Permit requirement regarding pollutant loading using current MS4 modeling guidance and the latest WinSLAMM model. The City also recognizes that the Sheboygan River is currently listed on the state's Impaired Waters List for excess phosphorus, and may have a Total Maximum Daily Load (TMDL) in the future. The City will address phosphorus loads through a WinSLAMM analysis to determine its current pollutant loadings as part of the impaired waters strategy, and will develop recommendations to further control phosphorus based on this analysis. In addition, the Storm Water Management Plan will contain storm water quantity modeling for three areas (approximately 40% of the City) that are prone to flooding. Recommendations and alternatives will be provided for the quantity analysis. It is recognized that the UNPS does not reimburse funds for quantity modeling, therefore these costs were removed from the amount eligible for DNR cost sharing.

C. Watershed, Waterbody and Pollutants (see Attachment A and <http://dnrmaps.wi.gov/SU?Viewer=SWDV>). Note: Planning areas may encompass several square miles and may affect multiple watersheds.

Watershed Name	Watershed Code	12-digit Hydrologic Unit Code (HUC)	% of Project Area	Nearest Waterbody Name
Sheboygan River	SH03	040301011109	69	Sheboygan River
Pigeon River	SH06	040301010804	12	Pigeon River
Black River	SH02	040301011201	19	Black River

Nonpoint Source Pollutant(s) Controlled by the Project
 Nutrients Sediment Other, specify:

Part I. Screening Requirements

A. Maps and Photographs

Yes

- An 8.5" x 11" map from the DNR data/map viewers, showing the project area, is attached (link to <http://dnrmaps.wi.gov/SU?Viewer=SWDV>).
- Aerial photo maps and project area photos are also included.

B. Filters Note: The applicant must be able to check "Yes" to questions 1 through 8 below to be eligible for a grant. Check "Yes" to question 9, if applicable.

Yes

- 1. Project is in an area that is urban or will be urban within 20 years (see Attachment B).
- 2. Project will be completed within 24 months of the start of the grant period.

Project Name:

UNPS&SW Program - Planning Grant
Application

City of Sheboygan Storm Water Management Plan Update

Form 8700-299A (R 1/17)

Page 3 of 12

3. Staff and consultants designated to work on this project have adequate training, knowledge, and experience to implement the proposed project.
4. Staff or contractual services, in addition to those funded by this grant, will be provided if needed.
5. Planning products prepared under this grant will not work at cross-purposes to (are consistent with) the non-agricultural performance standards under ch. NR 151 (see Attachment D).
6. The local DNR District Nonpoint Source Coordinator has been contacted and the project was discussed.
See contacts at: <http://dnr.wi.gov/topic/nonpoint/NPScontacts.html>

Name of the District Nonpoint Source Coordinator Contacted	Date Contacted	Subject of Contact
Pete Wood	04/05/2017	General Grant Discussion. Address current and future MS4 needs, impaired waters strategy to address phosphorus

7. The applicant can declare that one of the two statements below is TRUE.
- a. Statement A: The grant application is for a local governmental unit that has jurisdiction over the project area. (Jurisdiction over the project area means that the governmental unit has control over whether the planning recommendations are carried out.)
- b. Statement B: The applicant does not have jurisdiction over the project area; however conditions "i" and "ii" or "i" and "iii" are met
- i. The applicant is required to obtain a permit under subchapter I. of ch. NR 216; and
- ii. In addition, Inter-Governmental Agreements (IGAs) are in place,
- iii. or, will be put in place prior to the commencement of the grant period, to assure urban best management practices included on the grant are installed and maintained (see Attachment G).
8. The applicant can declare that one of the two statements below is TRUE.
- a. Statement A: The applicant is not the University of Wisconsin Board of Regents.
- b. Statement B: The applicant is the University of Wisconsin Board of Regents and the project will develop recommendations for a UW Campus area located in a municipality that meets both of the following criteria:
- i. The municipality is required to obtain a municipal storm water permit under ch. NR 216 and
- ii. The municipality is located either in a priority watershed or lake area identified under s. 281.65, Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
9. This application is a joint application among local units of government, and
- If yes, the required Inter-Governmental Agreement (maybe a DRAFT) is attached (see Attachment G).

If the applicant answered "No" to any of the items in 1-8, above, stop here. This project is ineligible.

Part II. Competitive Elements

Question 1. Project Activities and Extent of Pollutant Control

A project can consist of one or more of the following planning activity categories (A through F). For each category below, check the boxes that describe the work products which will be produced under this grant. Do not check boxes based on prior work.

A. Ordinance Preparation

Develop Update The project is to develop or update one or more of the following ordinances (must be the applying Governmental New Existing Unit's ordinances), including associated information, education and public participation activities. Check all that apply.

1. Construction erosion control ordinance including all the requirements of s. NR 151.11.
2. Storm water ordinance for new development and re-development including all the requirements of ss. NR 151.12, NR 151.121-128, and NR 151.241-249.
(See NR 151 at: http://docs.legis.wi.gov/code/admin_code/nr/100/151.pdf#page=1.)

3. Low impact development/conservation subdivision ordinances.
4. Other ordinances such as an illicit discharge ordinance, storm water ordinances affecting runoff from developed urban areas (e.g., pet waste management ordinances, nutrient management ordinances), or ordinances that regulate the application of fertilizers to non-municipal properties in accordance with s. NR 151.14.

B. Financing Mechanisms

Develop Update The project will evaluate financing mechanisms for storm water management, including associated information, education and public participation activities. Recommendations will be presented to the governing board for approval and DNR will be notified of the governing board's action. Check one of the following:

1. The project develops a dedicated revenue source, such as a storm water utility, to implement a storm water program focusing on implementation of performance standards in Subchapter III of ch. NR 151.
- OR
2. The project is a general feasibility analysis of alternative funding mechanisms

C. Storm Water Plan for Developed Urban Areas (includes redevelopment)

Develop Update The project is to develop or update a storm water management plan for developed urban areas, including redevelopment, which addresses all applicable performance standards under NR 151 including associated information, education and public participation activities. Check one of the following

1. This project will cover the entire geographic area of the governmental unit.
- OR
2. This project will cover only part of the geographic area of the governmental unit.

D. Storm Water Plan for New Development

Develop Update The project will develop or update a storm water management plan for new development that addresses all of the performance standards under ss. NR 151.12, NR 151.121-128, and NR 151.241-249, including associated information, education and public participation activities. Check one of the following:

1. This project will cover the entire geographic area of the governmental unit.
- OR
2. This project will cover only part of the geographic area of the governmental unit.

E. Comprehensive Storm Water Information and Education Program

- Check this box if the project will develop and/or implement a comprehensive storm water information and education program. *Note: This category may not be checked if any boxes in categories A through D, above, have been checked. Information and education activities are expected to be included as necessary components of projects under categories A through D.*

F. Inter-Municipal and Watershed-based Cooperation (bonus)

- Check this box if this project is being conducted as part of an inter-governmental storm water management strategy for a common water resource. This also includes entering into a Watershed-based Storm Water Management Permit with other municipalities. *Note: If more than one local unit of government is joining in this project application (a "joint application"), then an Inter-Governmental Agreement (IGA) meeting the requirements of Attachment G must be submitted with this application.*

Provide a description of the inter-governmental effort that will be used to complete the project.

Question 2. Fiscal Accountability**A. Timeline and Source of Staff**

For each applicable milestone listed below, fill in the appropriate data.

Milestone	Target Completion Date (month/year)	Source(s) of Staff
Basic Milestones		
Prepare preliminary scope of services and discuss with DNR NPS Coordinator	4/2017	City / Consultant
Prepare Request for Proposal	4/2017	City
Select Consultant	12/2017	City
Finalize Scope of Service and Professional Services Contract	1/2018	City / Consultant
Get DNR approval of Professional Services Contract	1/2018	City / Consultant / DNR
Hold "kick-off" meeting	2/2018	City / Consultant / DNR
Interim meeting with DNR	7/2018	City / Consultant / DNR
Presentation to Municipal Council	11/2018	City / Consultant
Submit project and final report to DNR	12/2018	City / Consultant
Additional Milestones (list below)		
IDDE Program Revisions	8/2018	Consultant
WinSLAMM storm water quality modeling	8/2018	Consultant
Develop Recommended Storm Water Practices based on quality modeling, mapping	9/2018	City / Consultant / DNR
Update DPW SWPPP, Winter Road Management, Leaf Management	9/2018	City / Consultant
Third meeting with DNR	10/2018	City / Consultant / DNR
Review and Update Construction Site Erosion Control and Storm Water Program Documents	10/2018	City / Consultant
Upgrade Pond Inspection and Maintenance Program	8/2018	City / Consultant
Impaired Waters Strategy	11/2018	City / Consultant

Project Name:

City of Sheboygan Storm Water Management Plan Update

UNPS&SW Program - Planning Grant Application

Form 8700-299A (R 1/17)

Additional Milestones (list below)

Update to Contractors for Construction Site and Erosion Control Procedures	11/2018	City / Consultant / DNR
Write Storm Water Management Plan Report	11/2018	Consultant

B. Adequate Financial Budget

Provide detailed budget information for every proposed project activity in Question 1. and supporting activities for which DNR funding is requested. Please note: the state share may not exceed 50% of eligible costs. The grant amount is capped at \$85,000 for the eligible planning activities.

B.1. Financial Budget Table - Planning Activities

A	B	C
Project Activity for Which DNR Funding is Requested Use this space, not an attachment.	Estimated Total Cost (\$)	Amount from Column B Eligible for DNR Cost Sharing (\$)
Project Administration, Meetings, Gather Background Data	13,181	13,181
IDDE Program Revisions	11,792	11,792
Mapping and data preparation for modeling Assessment	23,816	23,816
WinSLAMM storm water quality modeling	33,744	33,744
2D PC-SWMM storm water quantity modeling and mapping	30,892	
In-Swale Infiltration Testing	2,280	2,280
Develop Recommended Storm Water Practices to reduce TSS & phosphorus based on water quality modeling, mapping	25,298	25,298
Develop Recommended Storm Water Practices based on quantity modeling, mapping	11,164	
MS4, IDDE, Bacteria Source ID Map Upgrades and Development	14,564	14,564
Update DPW SWPPP, Winter Road Management, Leaf Management	4,142	4,142
Review and Update Construction Site Erosion Control and Storm Water Program Documents	15,280	15,280
Upgrade Pond Inspection and Maintenance Program	6,336	6,336
Impaired Waters Strategy	2,900	2,900
Update to Contractors for Construction Site and Erosion Control Procedures	1,450	1,450
Write Storm Water Management Plan Report	15,232	15,232
1. Total	212,071	170,015

B.1. (continued) Cost Sharing Worksheet

Eligible Costs:

2. 50% of Column C Total Row 1 above	\$	85,008
Cap Test:		
3. Maximum State Share Row 2 or \$85,000, whichever is less	\$	85,000
State and Local Share:		
4. Requested State Share Amount (Enter Requested Grant Amount)		85,000
5. Local Share Amount (Total of Row 1 Column B less Row 4)	\$	127,071

B.2. Use of Additional Funding

Check this box if both of the following conditions are met.

- The requested state share amount in row 4 is less than the \$85,000 grant cap.
- The requested state share amount in row 4 is below the maximum state-share in row 3.
 (The resulting cost-share rate is less than 50%.)

B.3. Cost Estimate Quality Describe the quality of cost estimates including whether the cost estimate is based on a competitive bid, scope of services, similar projects conducted locally, similar projects conducted elsewhere in the state or region, or other more generalized data. Provide documentation.

The Project cost is based on a scope of services proposal prepared by Ruckert & Mielke, Inc. Please see the attached proposal.

Identify the source of the local share:

The local cost share for the Storm Water Management Plan update will be included in the City's proposed 2018 budget.

Question 3. Project Evaluation Strategy

Information that will be developed and presented to DNR to evaluate the environmental benefits of completing this project. Check all that apply.

- A. Information that quantifies how project implementation is projected to decrease storm water impacts on state waters will be provided to the DNR. The information may be provided as part of the planning product (e.g., storm water plan, I&E plan) or in the Final Report.
- B. Information that tracks progress in carrying out recommendations of this project will be provided to the Department for one or two years after the project is completed. Specify if it is going to be one or two years that tracking information will be provided and describe how this annual post-project tracking process will work:

The project will track progress in carrying out the recommendations of this Storm Water Management Plan for two years. The City will include the recommendations of the project and progress within their MS4 annual report.

Question 4. Water Quality Needs

The project must be consistent with at least one of the following seven watershed priorities. For each watershed in the project area, identify the category that best identifies the project goals. If more than one category is checked (because the project area contains more than one watershed), estimate the portion of the project area to be assigned to each category.

Note: For border waters where a State of the Basin Report does not exist, another governmental document acceptable to the District NPS Coordinator may be used to identify the water quality need.

Percent of Project Area (Total should equal 100%)	Surface Water Considerations
--	-------------------------------------

<input checked="" type="checkbox"/>	100	<p>A. Clean Water Act section 303(d) List of Impaired Waters Project with water quality goals directly dealing with a water body (lake or stream) on the latest Clean Water Act (CWA) s. 303(d) List of Impaired Waters, where the cause of the impairment is nonpoint source pollution and this project will reduce the type of nonpoint pollutants for which the water is listed (see Attachment A and http://dnrmaps.wi.gov/SL?Viewer=SWDV).</p> <p>Name of Applicable Impaired Water: Sheboygan River, Pigeon River, Black River</p> <hr/> <p>Name of Pollutant Causing Impairment: Total Phosphorus</p>
<input type="checkbox"/>		<p>B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest Prevention of degradation due to nonpoint sources of outstanding resource waters (ORW) (per s. NR 102.10) or exceptional resource waters (ERW) (per s. NR 102.11) or other areas of special natural resource interest (ASNRI). To locate ORW/ERW and other ASNRI see Attachment A and go to DNR's Surface Water Data Viewer Designated Waters Theme at http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=DesignatedWaters.</p> <p>Name of Applicable ORW/ERW or ASNRI:</p>
<input type="checkbox"/>		<p>C. Not Fully Supporting Uses or NPS Ranking of High or Medium A water body (lake or stream) identified in a DNR-approved Basin/Watershed Plan as not supporting designated uses due to nonpoint sources, but is not on the section 303(d) List. In newer plans, these waters are categorized as "supporting" (as opposed to "fully supporting") designated uses; in plans prior to 2010 they were labeled as "partially meeting" designated uses. Or, the project is located in watershed, lake watershed, or other area ranked high or medium on the NPS Rankings List, where the goals of the project are directly associated with the reason for the ranking on the NPS Rankings List.</p>
<input type="checkbox"/>		<p>D. Surface Water Quality Prevention of degradation of surface water quality due to nonpoint sources</p> <hr/> <p>Groundwater Considerations For assistance with this section, please consult the DNR District Drinking Water and Groundwater Specialist at: http://dnr.wi.gov/topic/drinkingWater/documents/CountyContacts.pdf or the County Extension office.</p>
<input type="checkbox"/>		<p>E. Exceeds Groundwater Enforcement Standard Groundwater within the project area where representative information indicates that stormwater pollutants in groundwater exceed the Enforcement Standard (ES).</p>
<input type="checkbox"/>		<p>F. Exceeds Groundwater Preventive Action Limit Groundwater within the project area where representative information indicates that storm water pollutants in groundwater exceed the Preventive Action Limit (PAL).</p>
<input type="checkbox"/>		<p>G. Groundwater Quality (see Attachment F) The project area is within a geological area defined in Attachment F as susceptible to groundwater contamination.</p>
Total:		
100		

Drinking Water Bonus Points (see Attachment E)

- Yes Check this box if the project water quality goals identified above relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. This includes any of the following: Municipal supplies governed by chs. NR 809 and 811; Other-Than-Municipal (OTM) water supplies governed by chs. NR 809 and 811; Non-Transient water supplies governed by chs. NR 809 and 811; Transient water supplies governed by chs. NR 809 and 812.
1. If "Yes," and you checked boxes E, F, or G, above, then mark a, b, or c, below and move on to question 6. (You will need assistance from your DNR District NPS Coordinator at <http://dnr.wi.gov/topic/nonpoint/NPSContacts.html> or Water Supply Specialist at <http://dnr.wi.gov/topic/drinkingWater/documents/CountyContacts.pdf> to answer.)

- a. Check this box if the project is located: within the wellhead protection area of a municipal well; or within 1,200 feet of a municipal well for which a wellhead protection area is not delineated; or within 1,200 feet of an Other-Than-Municipal (OTM) water supply well; or within 1,200 feet of a Non-Transient water supply well.
 - b. Check this box if the project is located within 200 feet of a Transient water supply well.
 - c. Check this box if neither a nor b applies
2. If "Yes," and you checked box A, B, or C or D above, then place a check mark next to the appropriate drainage area where the project is located. If the project is in more than one drainage area, enter the appropriate percentages in the boxes provided. (See .)

Source Water Drainage Area	Portion of Project in Assessment Area (%)
<input type="checkbox"/> Pike River and Creek	[]
<input type="checkbox"/> Root River	[]
<input type="checkbox"/> Oak Creek	[]
<input type="checkbox"/> Milwaukee River	[]
<input type="checkbox"/> Sauk Creek	[]
<input checked="" type="checkbox"/> Sheboygan and Onion Rivers	69
<input type="checkbox"/> Manitowoc River	[]
<input type="checkbox"/> Twin Rivers	[]
<input type="checkbox"/> Kewaunee and Ahnapee Rivers	[]
<input type="checkbox"/> Menominee River	[]
<input type="checkbox"/> Fish Creek	[]
<input type="checkbox"/> St. Louis and Nemadji Rivers	[]
<input type="checkbox"/> Lake Winnebago	[]

Question 5. Evidence of Local Support

For A. and B., check the applicable situation that exists at the time of application. Submit supporting information and documentation with the application.

A. Government

- 1. The local-share funds for this project's expenses are already included specifically in an adopted budget.
 - Evidence of the adopted budget is included with the application submittal.
 Describe the document and list date of adoption:
- 2. The local-share funds for the project expenses are or will be included in a proposed budget.
 - Evidence of the proposed budget is included with the application submittal.
 Describe the document and list date for adoption;
 The local cost share for the Storm Water Management Plan update will be included in the City's proposed 2018 budget.

B. Community Supporting information must be submitted with the application.

- 1. There is local community support from community stakeholders specifically for the project.
 - a. There is local support from citizen groups.
 - b. There is local support from municipal committees or councils representing the applicant.
- 2. There is community support for addressing general water resource needs in the community, even though there may not be evidence of support for this specific project.

- a. There is general support from citizen groups.
- b. There is general support from municipal committees or councils representing the applicant.

Question 6. Plans and Regulations

A. Consistency With Resource Management Plans

- Check this box if the proposed project focuses on plans to implement a water quality recommendation from a locally-approved resource management plan. Examples include Smart Growth plans, Legacy Community plans, Water Star plans, local Storm Water Management plans, wellhead protection, lake management, regional water quality plans, Remedial Action plans and other watershed-based nonpoint source control plans.
(This question does not include a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.)

If Yes, summarize the water quality recommendation and describe how it relates to the goals of this proposed project. Cite the title, author and date(s) of publication of the resource management plan. Attach pertinent page(s) or provide URL and page numbers.

http://dnr.wi.gov/water/basin/sheboygan/Sheboygan_Final_10_01.pdf (Page 35)

The referenced report, "The State of the Sheboygan River Basin", assesses the rural and urban nonpoint sources of pollutants in the Sheboygan River Watershed and provides implementation strategies for nonpoint source control measures. Specific recommendations are listed on page 35 of the report. Both this report and the City's Storm Water Management Plan Update identify the need to reduce nutrients and suspended solids to the tributaries to Lake Michigan.

B. Supporting Regulations

Check the box for the statement(s) that applies to this project. The project is located within an area which has:

- 1. The applicant (applying governmental unit) has regulations in place to administer and enforce construction erosion controls in the governmental unit that are consistent with the non-agricultural performance standards in s. NR 151.11. Include the web site where the regulation can be found (most direct web page URL) and page number(s).
https://www.municode.com/library/wi/sheboygan/codes/code_of_ordinances?nodeId=APXDCOSIERCO
(Appendix D)
- Or check the box if a copy of the regulation is attached to this application.
- 2. The applicant (applying governmental unit) has regulations in place to administer and enforce post-construction runoff for areas of new development and redevelopment in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12. Include the web site where the regulation can be found (most direct web page URL) and page number(s).
https://www.municode.com/library/wi/sheboygan/codes/code_of_ordinances?nodeId=APXEONSSTMAZOR
(Appendix E)
- Or check the box if a copy of the regulation is attached to this application.

Question 7. City of Racine

- Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Part III. Eligibility for Multipliers

Completion of this part of the application is optional. However, an applicant can increase the final project score by qualifying for a project multiplier.

Local Implementation Program (select all that are in place as of the application submittal date)

- A. The governmental unit is implementing a pollution prevention information and education program targeted for property owners and other residents.
- B. The governmental unit is tracking storm water permitting activity (construction and post-construction) in the governmental unit and can make summary information available to the DNR upon request.

Project Name:
City of Sheboygan Storm Water Management Plan Update

N/A

- C. The governmental unit is implementing a nutrient management plan for municipally-owned properties of pervious area where nutrients are applied.

Optional Additional Information

Carefully review the answers to all of the questions above. Is there additional information that will add to the understanding of this project? If so, describe here.

The City of Sheboygan has been involved in the Sheboygan River Area of Concern remediation project to address pollutants that have accumulated over decades in the river. Redevelopment of the Lake Michigan shoreline and the Sheboygan River riverfront have provided access and enjoyment for citizens and visitors alike. To continue the improvement of the river and lake fronts in the City, City staff are ready to improve the storm water runoff programs to specifically address the phosphorus loadings as well as the TSS that are discharged to the local waterways via the City's storm sewer system. This is the next step in restoring and preserving the water resources in the City for years to come.

Applicant Certification

A Responsible Governmental Official (authorized signatory) must sign and date the application form prior to submittal to the DNR. The governmental official with signatory authority must be the person authorized by the Governmental Responsibility Resolution. I certify that, to the best of my knowledge, the information contained in this application and attachments is correct and true.

Signature of Government Official - Authorized Signatory

Date Signed

Name (Please Print)

Ryan Sazama

Title

City Engineer

- Check this box if the required, completed Governmental Responsibility Resolution (GRR) (see Attachment H) is attached. Authorized signatory must be approved in the GRR.

Submittal Directions

To be considered for funding, provide the following for each application submitted:

- One hard copy of the completed application form [DNR Form 8700-299A (R 1/15) with original signature in blue ink and all attachments.
- Three additional hard copies of the completed, signed application form and all attachments.
- One electronic copy of the completed application form (this saved application form) in PDF format only plus all attachments on CD.

All application materials must be postmarked by midnight April 15 of the same calendar year.

Mail to: State of Wisconsin
Runoff Management Section-WT/3
Department of Natural Resources
101 South Webster Street
Madison, WI 53703

PO Box 7921
or Madison WI 53707-7921

Project Name:

City of Sheboygan Storm Water Management Plan Update

**UNPS&SW Program - Planning Grant
Application**

Form 8700-299A (R 1/17)

Page 12 of 28

Please use this page to write any constructive comment(s) you might have to improve this application.

Thank you.

April 13, 2017

Mr. Ryan J. Sazama, P.E., A.I.A.
City of Sheboygan
City Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

RE: WDNR Storm Water Permit Compliance
City of Sheboygan Storm Water Management Plan Update

Dear Mr. Sazama:

The City of Sheboygan is currently regulated under a Wisconsin Department of Natural Resources (WDNR) Municipal Separate Storm Sewer System (MS4) permit which covers all storm water discharges within the City.

To help fund the enhancement of various MS4 compliance activities, the City is applying for a WDNR Urban Nonpoint Source Storm (UNPS) Water Planning Grant. The grant application also includes an in-depth storm water quality modeling. The City is planning on remodeling the entire City for MS4 permit compliance in addition to projecting the current pollutant loadings for anticipated future Total Maximum Daily Load (TMDL) analysis. The analysis also involves storm water quantity modeling and recommendations for approximately 40% of the City which is not fundable through the UNPS Planning Grant. The total project cost is \$212,071. The storm water quantity analysis component costs \$42,056, resulting in \$170,015 which is fundable through the grant. The City is requesting a 50% cost share which equates to \$85,000 in grant funds from the WDNR.

We understand the project to consist of the following scope of services:

- Delineate projected TMDL reachshed boundaries.
- Obtain a GIS storm sewer system database and storm water quality device database from the City. Incorporate this data into the base map. It is anticipated that this data will be provided in electronic/GIS format.
- Determine developed areas for exclusion or inclusion in the planning area.
- Obtain supporting storm water calculation and mapping data for existing best management practice (BMP) facilities.
- Delineate drainage basins for BMP facilities.

- Scan and record data from the existing Storm Water Management Plans (SWMP).
- Perform up to twelve (12) in-field infiltration rate tests to determine the actual in-field performance of the City's roadside swale and infiltration BMP system.
- Perform the existing conditions water quality analysis using Version 10.1 of WinSLAMM software and following WDNR's MS4 and TMDL modeling protocol.
- Evaluate locations throughout the City for alternatives, including a brief review of alternative compliance measures such as pollutant trading and adaptive management.
- Complete an alternatives analysis outlining potential methodologies to comply with the City's MS4 and TMDL pollutant loading allocations.
- Develop a 2D PC-SWMM water quantity model for 3 hot spots (approximately 40% of the City) to analyze the existing City of Sheboygan storm water management system including public and private storm sewers, stream channels, ditches, storm water detention basins, and the areas draining to them. The detail of this analysis shall be limited by one of the following: all sewers carrying 20 cubic feet per second or more of runoff during a 10-year design storm; all storm sewers 24-inches or more in diameter; or all drainage areas ten or more acres in size.
- The design rainfall depths and distributions for the analysis shall be given in NRCS/NOAA Atlas 14 for the greater Sheboygan area. Critical duration analysis will be completed to evaluate the impact of various storm durations on the drainage system.
- Hydrologic soil classifications will be determined based on readily-available GIS data. Areas that have undergone development will be assumed to hydrologic soil group C due to either cutting or filling operations to bring the site to grade.
- Develop maps showing anticipated flooding and system deficiencies for the individual watersheds using PC-SWMM-2D modeling. The maps shall show the possible maximum flood level based on the overflow elevations for all the major sump areas and the potential flooding for the 2, 5, 10, 25, and 100-year design storms. Exhibits will also be created that show flood elevations and velocities during the same design storms. Flood depth data for the various storm events will also be provided for inclusion in the City's GIS system.

- Complete a simplified conceptual alternative analysis to address the identified water quantity deficiencies. Develop a recommended plan based on the analysis, including preliminary cost estimates and conceptual layouts.
- Provide the following GIS tools for a two-year subscription period: storm structure attribute editing, illicit discharge detection and elimination, erosion control, pond inspection, pipe attribute editing, and storm structure inspection and repair. This task includes the necessary data editing and clean-up required to implement the tools along with one training session on GIS tool use with City Staff.
- Review and update the pollution prevention plans for municipally owned properties.
- Review and update the winter road management plan.
- Review and update the leaf pick-up program.
- Review and update the construction site and storm water program documents.
- Review and update pond inspection program.
- Review and update the Illicit Discharge Detection and Elimination (IDDE) program.
- Attend four meetings with City Staff.
- Prepare a brief letter report summarizing the results of the analysis. The report will include an updated map (hard copy and GIS format), narrative, recommended plan and corresponding exhibits. Three hard copies and one digital copy will be provided to the City. The letter report format will briefly incorporate EPA's 9 key elements.
- Attend one meeting with the City Council to present the results.

The notification that a project has been selected for the WDNR UNPS Planning Grant funding is usually distributed in the winter following the submittal of the grant. If the City is selected for the UNPS Planning Grant funding, this work will be completed for a lump sum cost of \$212,071, which includes all miscellaneous reimbursable costs. The work will be completed no later than December 1, 2018.

Services specifically excluded from this proposal include title searches or parcel research, geotechnical or environmental investigations (other than those specifically identified) and attendance at meetings other than those specifically discussed. If desired, additional services can be completed at our standard hourly rates and after authorization by City Staff. This proposal is also predicated on the City providing Ruekert & Mielke, Inc. with a copy of

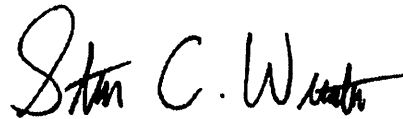
updated stormwater management pond information that may be missing from our files (design/as-built drawings in digital format), updated land use information and a water source for the infiltration testing.

The above-described professional services will be provided to you in accordance with the attached two page **Standard Terms & Conditions** dated June 17, 2014, which are made part of this proposal by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We appreciate the opportunity to work with the City with its storm water permit compliance activities. Should any questions arise, please feel free to contact me.

Very truly yours,

RUEKERT & MIELKE, INC.



Steven C. Wurster, P.E., (WI, IL)
Senior Project Manager, CFM
swurster@ruekert-mielke.com

BEF:sjs
Enclosures

cc: Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.
Maureen A. McBroom, Ruekert & Mielke, Inc.
Brennen E. Fischer, E.I.T., Ruekert & Mielke, Inc.
File

CLIENT NAME:

City of Sheboygan

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: Steven C. Wurster, P.E.

Title: _____

Title: Senior Vice President/COO

Date: _____

Date: April 13, 2017

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Facsimile Number: _____

Designated Representative:

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Phone Number: (262) 542-5733

Facsimile Number: (262) 542-5631

Storm Water Management Plan Scope of Services
City of Sheboygan UNPS Grant Application
 Ruekert Mielke Level of Effort - April 13, 2017

Task	Task Description	Eng 3	Eng 7	Environmenta l Coordinator	GIS Tech	Eng Tech 1	Eng Tech 2	AA	Lump Sum Costs	Total
		\$123	\$182	\$145	\$114	\$95	\$117	\$75	Varies	
1	Project Management and Grant Administration			6						\$870.00
1	Kickoff Meeting and Interim Meetings	20	12	12						\$6,396.00
1	Gather Planning Data	1			4		8			\$1,531.00
Subtotal										\$8,797.00
3	Delineate Reachshed Boundaries	24								\$2,952.00
3	Develop Data Map for Assumed Soils Separated by Drainage Areas	8		4	24		12			\$5,800.00
4	Gather Data for New and Existing BMP Facilities						80			\$9,160.00
4	Delmeate Drainage Basins for BMP Facilities						40			\$4,680.00
4	Scan and Record Data from Existing SWMPs						8			\$936.00
6	In-Swale Infiltration Rate Testing (12 tests)					24				\$2,280.00
4	Apply Land Use Area to Delmeated Basin Boundaries						32			\$3,744.00
4	MS4/TMDL Modeling Summary Spreadsheet						16			\$1,872.00
4	TSS and Phosphorus WinSLAMM modeling/remodel existing						64			\$7,488.00
7	Develop Recommendations from Modeling Results	32	8	8			64			\$14,048.00
15	Summary Report	16	24	40			16	16		\$15,232.00
Subtotal										\$68,392.00
3	Gather Planning Data for MS4 and TMDL GIS Mapping				40					\$4,720.00
3	Data Editing and Creation				48					\$5,664.00
3	Determine Developed Areas for Exclusion/Inclusion						40			\$4,680.00
4	Reclassify Land Use Codes to Match Standard Schema				48					\$5,664.00
2	Classify Outfall Structures and Verify Existing Outfall Basins (City Provided)	24			24					\$5,784.00
9	Exhibit Development (MS4, WinSLAMM, and IDDE Map)	16			48					\$7,632.00
9	Prepare MS4/TMDL Map Data for GIS				4					\$472.00
Subtotal										\$34,616.00
5	Develop 2D PC-SWMM Model on 3 Hot Spots (Approximately 40% of the City)	80	8	12	20		40			\$20,084.00
5	Display 2D Flooding Results on GIS Map	16	4	4	40		24			\$10,808.00
8	Alternative Analysis, Cost Estimates, and Recommendations	24	16	4	24		16			\$11,164.00
Subtotal										\$42,056.00
7,9	GIS Core and Additional Services								\$17,710.00	\$17,710.00
2,11,12	MS4 Storm Water Utility Suite								\$20,800.00	\$20,800.00
Subtotal										\$38,510.00
10	Review and Update Pollution Prevention Plans for Municipally Owned Properties	2		8	2	8				\$2,402.00
10	Review and Update Winter Road Management Plan			4						\$580.00
10	Leaf Pick-Up Program Development			8						\$1,160.00
11	Review and Update Construction Site and Storm Water Program Documents	4	4	8						\$2,384.00
12	Review and Update Pond Inspection Program	4	4	8						\$2,384.00
2	Review and Update Illicit Discharge Detection and Elimination Program	12		4						\$2,056.00
13	Impaired Waterbodies Plan			20						\$2,900.00
14	Update to Contractors for Construction Site and Erosion Control Procedures			10						\$1,450.00
1	Final Presentation to Board	4	4	8						\$2,384.00
1	Reimbursable Costs								\$ 2,000.00	\$2,000.00
Subtotal										\$19,700.00
Total Cost										\$212,071.00

Amount Eligible for DNR Funding	\$170,015.00
DNR Funding Requested	\$85,000.00
Sheboygan SW Quality Cost Share	\$85,015.00
Sheboygan SW Quality Cost Share	\$85,015.00
Sheboygan SW Quantity Cost Share	\$42,056.00
Sheboygan Total Project Cost	\$127,071.00

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

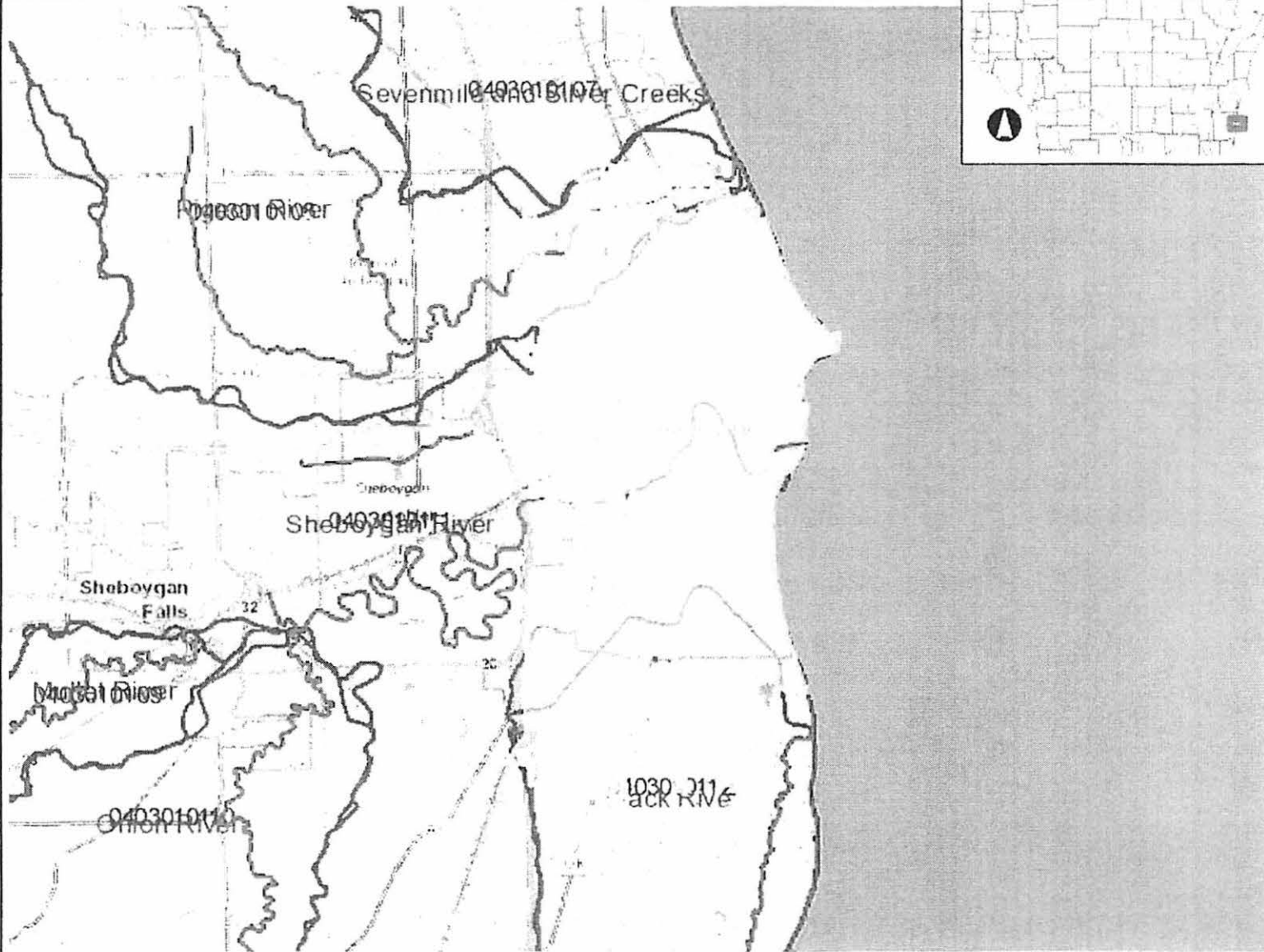
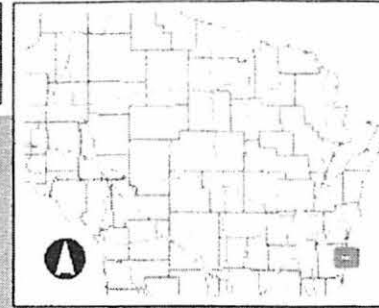
R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 - Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT



Surface Water Data Viewer Map



- Impaired Rivers and Streams
- Impaired Lakes
- DNR Priority Watersheds
- 10-digit HUCs (Watersheds)
- County Boundary
- Cities, Towns & Villages
 - City
 - Village
 - Civil Town
- Municipality
- State Boundaries
- County Boundaries
- Major Roads
 - Interstate Highway
 - State Highway
 - US Highway
- County and Local Roads
 - County HWY
 - Local Road
- Railroads
- Tribal Lands
- Rivers and Streams
- Intermittent Streams
- Lakes and Open water



NAD_1983_HARN_Wisconsin_TM

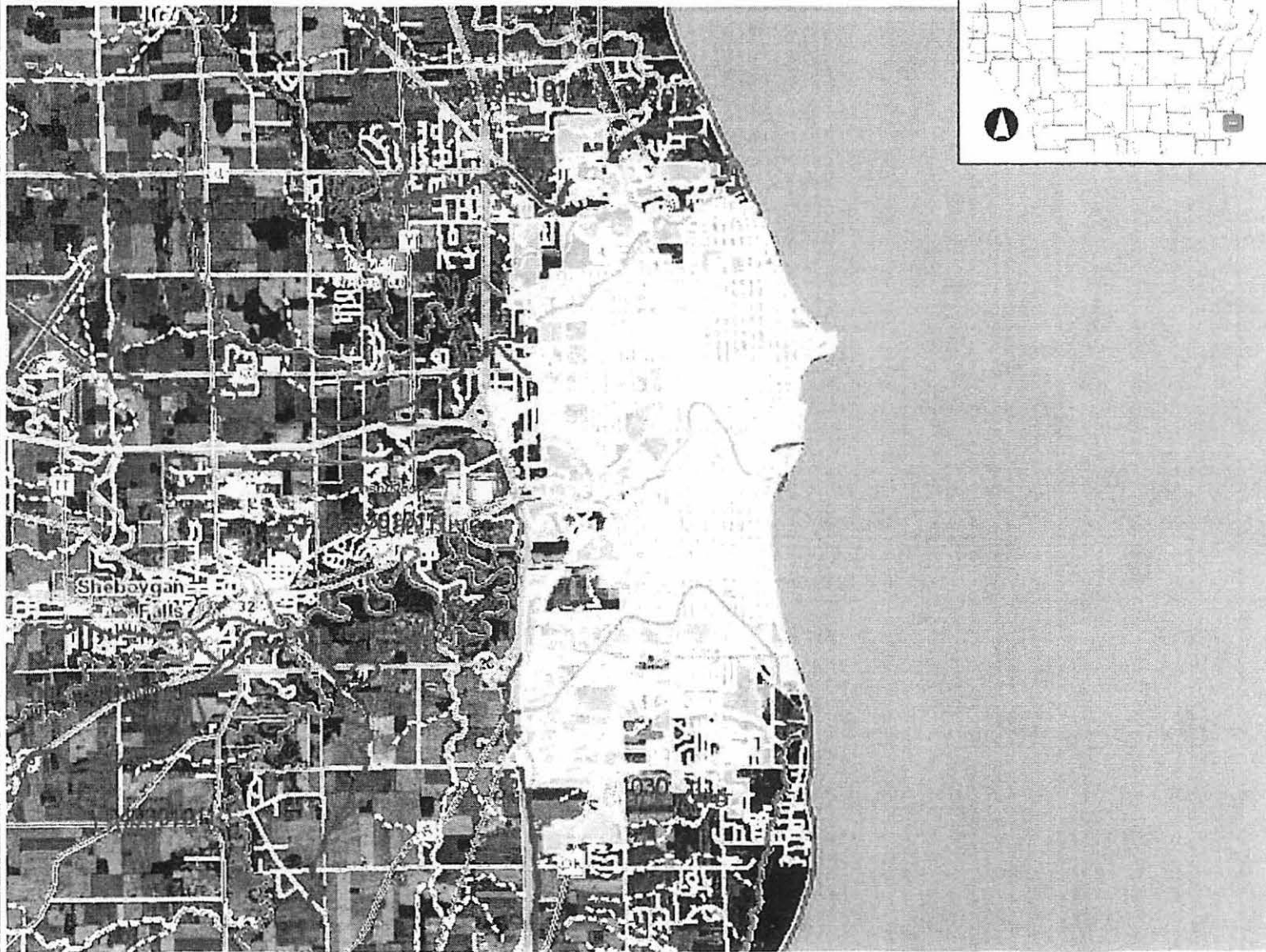
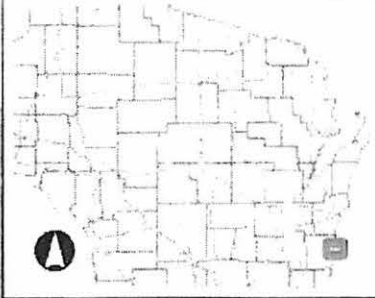
1: 95,040

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes



Surface Water Data Viewer Map



- Impaired Rivers and Streams
- Impaired Lakes
- DNR Priority Watersheds
- 10-digit HUCs (Watersheds)
- County Boundary
- Cities, Towns & Villages
 - City
 - Village
 - Civil Town
- Municipality
- State Boundaries
- County Boundaries
- Major Roads
 - Interstate Highway
 - State Highway
 - US Highway
- County and Local Roads
 - County HWY
 - Local Road
- Railroads
- Tribal Lands
- Rivers and Streams
- Intermittent Streams
- Lakes and Open water

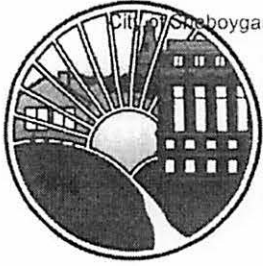
3.0 0 1.50 3.0 Miles

NAD_1983_HARN_Wisconsin_TM

1: 95,040

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes



Planning & Conservation Department

Administration Building

508 New York Avenue

Sheboygan, WI 53081-4126

P: (920) 459-3060

P: (920) 459-1370

F: (920) 459-1371

E: plancon@sheboygancounty.com

Director

Aaron C. Brault

April 12, 2017

Ryan Sazama
City of Sheboygan City Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Ryan,

Sheboygan County supports the efforts of the City of Sheboygan to improve the quality of the storm water runoff reaching the Sheboygan River, Lake Michigan and associated tributaries that flow through the City. We support the City's efforts to obtain Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Grant funding to conduct a storm water management plan update to address pollutants such as Total Suspended Solids (TSS) and Phosphorus that flow through the municipal storm sewer system.

The storm water management plan update will address:

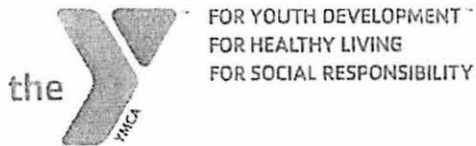
- An update to the Village's storm sewer system map, including identification of the storm water treatment practices, local waterways, storm sewer outfalls, and more.
- An assessment of the Total Suspended Solids (TSS) and Phosphorus reaching the local waterways via the municipal storm sewer system.
- Development and identification of locations for future storm water treatment practices to control additional TSS & phosphorus before reaching the local waterways
- Development of a long-term Impaired Waters Strategy to further control the discharge of phosphorus reaching the Sheboygan River
- Review and update of the Storm Water Pollution Prevention Plan for the DPW site, the leaf collection program, the pond inspection and maintenance program, and other routine activities conducted by municipal crews on a regular basis.
- Review and update of the Village's Illicit Discharge Detection and Elimination Program.

Sheboygan County encourages the City of Sheboygan to develop and share the findings of this storm water management plan update with partners who are interested in the same goals of improving the waters in and around the City for citizens and visitors to enjoy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Brault', is written over a faint, light-colored background.

Aaron Brault, Planning & Conservation Director



April 10, 2017

Ryan Sazama
City of Sheboygan City Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Ryan,

The Sheboygan County YMCA supports the efforts of the City of Sheboygan to improve the quality of the storm water runoff reaching the Sheboygan River, Lake Michigan and associated tributaries that flow through the City. We support the City's efforts to obtain Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Grant funding to conduct a storm water management plan update to address pollutants such as Total Suspended Solids (TSS) and Phosphorus that flow through the municipal storm sewer system.

The storm water management plan update will address:

- An update to the Village's storm sewer system map, including identification of the storm water treatment practices, local waterways, storm sewer outfalls, and more.
- An assessment of the Total Suspended Solids (TSS) and Phosphorus reaching the local waterways via the municipal storm sewer system.
- Development and identification of locations for future storm water treatment practices to control additional TSS & phosphorus before reaching the local waterways
- Development of a long-term Impaired Waters Strategy to further control the discharge of phosphorus reaching the Sheboygan River
- Review and update of the Storm Water Pollution Prevention Plan for the DPW site, the leaf collection program, the pond inspection and maintenance program, and other routine activities conducted by municipal crews on a regular basis.
- Review and update of the Village's Illicit Discharge Detection and Elimination Program.

The Sheboygan County YMCA encourages the City of Sheboygan to develop and share the findings of this storm water management plan update with partners who are interested in the same goals of improving the waters in and around the City for citizens and visitors to enjoy.

Sincerely,

Donna Wendlandt CEO

SHEBOYGAN COUNTY YMCA
812 Broughton Drive, Sheboygan WI 53081
P 920 451 8000 F 920 451 8019 www.sheboygancountyyymca.org

April 6, 2017

Ryan Sazama
City of Sheboygan Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Ryan,

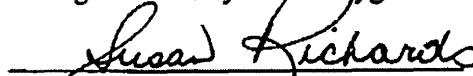
The Ellwood H. May Environmental Park (Maywood) supports the efforts of the City of Sheboygan to improve the quality of the storm water runoff reaching the Sheboygan River, Lake Michigan, and associated tributaries that flow through the City. We support the City's efforts to obtain Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Grant funding to conduct a storm water management plan update to address pollutants such as Total Suspended Solids (TSS) and Phosphorus that flow through the municipal storm sewer system.

Currently Maywood, in a joint effort with Camp Y-Koda, and the WDNR conduct regular citizen-based monitoring efforts on and near the Sheboygan River to document water and wildlife habitat quality as a result of river dredging and habitat improvements in recent years. In addition, we provide educational programs to students of all ages, involving them in water testing to better understand our impact and what we can do as a community to maintain our streams, rivers, and Lake Michigan. Identification of storm water management practices is an integral part of lessons taught to students and adults, and helps them realize that we are all part of the solution in our clean water efforts.

Our educational programs carry a great deal more weight when coupled with actual findings from the storm water management plan. We encourage the City of Sheboygan to continue working with its many partners to update its storm water management plan and keep area citizens and community visitors informed of the extensive efforts being made to maintain the cleanliness of our area's waterways.

Sincerely,

David R. Kuckuk
Ellwood H. May Environmental Park Director


City Clerk

~~12~~
Res. No. 231 - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to apply for a grant from the Wisconsin Department of Natural Resources.

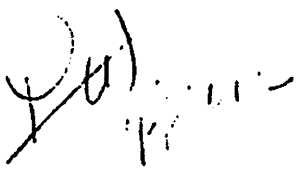
WHEREAS, the City of Sheboygan is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, the City of Sheboygan Storm Water Management Plan was last completed in 1996 and is in need of updating.

WHEREAS, a cost-sharing grant is required to carry out the project;

THEREFORE, BE IT RESOLVED: That the applicant hereby authorizes the proper City Officials to act on behalf of the applicant to:

1. Sign and submit the grant application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
2. Sign a grant agreement between applicant and the DNR;
3. Sign and submit reimbursement claims along with necessary supporting documentation;
4. Sign and submit interim and final reports and other documentation as required by the grant agreement;
5. Sign and submit and Environment Hazards Assessment Form, if required; and
6. Take necessary action to undertake, direct and complete the approved project.



BE IT FURTHER RESOLVED: The applicant shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

John B. [Signature]

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 5th day of April, 2017.

Dated April 12 2017. Susan Richards, City Clerk

Approved April 12 2017. Michael Handberg, Mayor

Proceedings Published April 15, 2017.

Resolutions Published April 15, 2017.

Certified April 12, 2017 to - Fin. Dir./Treas.; CA; WWTP

VII

R. C. No. - 17 - 18. By LAW AND LICENSING. May 1, 2017.

Your Committee to whom was referred, pursuant to 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 the following licenses be granted:

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.

Consent

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>
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.
1488 Meanor, Dakota J.
1455 Moore, Brett R.
1499 Rosenthal, Mary K.
5620 Titel, Shawn P.
1529 Vujasinovic, Jovana

2632 Georgia Ave., #22
332 Adams St., Sheb. Falls
643 E. Scott St., Fond du Lac
2S357 Park Blvd., Glen Ellyn, Il
2223 Saemann Ave.
2118 Meadowland Dr., #103

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.
1518	Stanisch, Fredrick M.	158 Tower Court, Kohler

_____ Committee

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

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

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. May 1, 2017.

Your Committee to whom was referred, pursuant to R. C. No. 425-16-17 and R. O. No. 287-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends the following license be granted

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1420	Manning, Nancy C.	728 Oak Tree Rd.

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

3.12

UPDATED COPY

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

Submitting various license applications.

City Clerk

CIRCUS LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3203	Carden International Circus	1202 S. Wildwood Ave. - held at the Blue Line Center on 5/30/17.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3253	PEO Chapter CJ	225 Huron Ave. - one-day events to be Held 6/21/17 & 6/23/17 at 1415 Campus Dr., Bookworm Gardens in the fenced in area.
3193	Sheboygan Eagles DGC	4421 S. 14 th St. - two-event to be held 6/17/17 to 6/18/17 to be held at Vollrath Park by the pavilion/tent adjacent.
1373	St. Cyril & Methodius Church	2720 Henry St. - one-day event to be held At Richardson Shelter at the Deland Park 7/9/17.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1412	Watson, Brandon R.	4421 S. 14 th St.

Consent

II

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

Presenting the first quarter City of Sheboygan - Strategic Plan 2017
Action Items and Critical Measures update to the Common Council.

reg

City Administrator

Strategic Plan
2017 Action Items and Critical Measures

1/1/2017 to 3/31/2017

	A	B	C	D	E	F	G
	<u>Quality of Life</u>						
	<u>Quality of Life - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>
1	Create a replacement park equipment schedule	Public Works	5/1/2017		Park staff		
2	Coordinate with the Senior Activity Center to inform citizens about civic engagement opportunities	SAC	11/21/2016	12/31/2017	Nextdoor, Facebook	15%	Ongoing AMP class, Sheboygan SOUP opportunity
3	Complete a building adequacy study on the Senior Activity Center building	Public Works					Currently working on application
4	Become a bike-friendly city	City Plan/Mayor	4/1/2017		Application Fee	10%	
5	Coordinate with Sheboygan County on south side utility corridor bike path	City Plan/Public Works	1/1/2017			15%	Project in design phase. City works with County Planning City/County working with railroad and determining ownership
6	Obtain railroad right-of-way to incorporate bike path along Indiana Avenue	City Plan	2/2/2017			100%	
7	Expand library resource sharing consortium to a 4-county system	Library	7/1/2016	1/13/2017		100%	Implemented
8	Redesign second floor of Mead Library to provide more collaborative public spaces	Library	12/1/2016	1/10/2017		100%	Implemented
9	Implement radio-frequency identification (RFID) inventory system at Mead Library	Library	1/3/2017			5%	
	<u>Quality of Life - Critical Measures</u>	<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
10	Fire Department - percent of first unit arrival time is 240 seconds or less	Fire	88%	90%			86% in 2016, 85% in 2015, 81% in 2014
11	Residents who feel safe or very safe walking in their neighborhood after dark	Police		58%			Annual survey data to be updated Summer 2017
12	Part 1 crime rate - violent crimes / per 1,000	Police	0.57	2.7			
13	Part 1 crime rate - property crimes / per 1,000	Police	3.5	22.25			
14	Number of neighborhood associations on the Mayor's Neighborhood Leadership Cabinet	City Plan/Mayor	2	5		40%	
15	Number of neighborhood meetings	City Plan/Police	4	20		20%	
16	Number of joint projects with the Sheboygan Area School District	PW/City Plan/Library/Transit/Fire/IT	2	2		100%	Gr 4-9 beach education program Grant/Fire Safety
17	Walkability score	City Plan		80			80/100 Score - Reflected for downtown area
18	Increase in Shoreline Metro and Metro Connection yearly ridership	Transit		530,000 / 34,000			530,000 Shoreline Metro / 34,000 Metro Connection
19	Percent of graffiti removed within 3 days of notification on city facilities	Public Works/Police		75%			
20	Number of linear feet of additional trails created annually	Public Works/City Plan		2018 project			2018 project adding 10,500 linear feet in conjunction with County
21	Passenger opinion surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit		N/A			Spring 2017
22	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	1	9		11%	Per annual data
23	Pounds of prescription drugs collected	Police		1193			Amounts updated as of 2nd and 4th quarters

Strategic Plan
2017 Action Items and Critical Measures

1/1/2017 to 3/31/2017

Infrastructure and Public Facilities						
Infrastructure and Public Facilities - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion*	Status
31 Complete resurfacing of 3 city streets per year leveraging local, state, and federal funding	Public Works	1/1/2017	10/1/2017	Engineering	30%	Bids waiting Council approval
32 Dedicate funding to the emerald ash borer program	Public Works	1/1/2017	On-going	Forestry	15%	Tree trimming and removal underway. 214 trees purchased for Fall 2017 planting
33 Continue to hold the Tree City USA designation	Public Works	1/1/2017		Forestry	90%	Application submitted fall 2017
34 Develop a 5-year information technology plan and provide adequate funding	IT	1/1/2017			50%	Plan is developed. Next step prioritization management
35 Repaint railings at the riverfront (south side of river)	Public Works	1/1/2017	11/1/2017		40%	Painting begins June 2017
36 Install new river docks at South Pier	Public Works	1/1/2017	4/21/2017		100%	Installation complete 1 month prior to target
37 Continue implementation of the Sheboygan A's improvements	Public Works	6/1/2016		A's fundraising	5%	1st project - Lighting replacement
38 Replace 2 fixed route buses and replace 2 paratransit buses	Transit	Spring 2017	Summer 2017		50%	Open
39 Refurbish South 8th Street bridge	Public Works	10/1/2017	6/1/2018		5%	Pre-Bid meeting 4/24/2017
40 Refurbish alley between N. 8th Street and the parking lot east of the Shoreline Metro Transfer Station	Parking	Summer 2017	Summer 2017		0%	Open
41 Finalize the redevelopment of alleys on N. 8th Street	City Plan/Parking	Fall 2017			20%	
42						
43						
44						
Infrastructure and Public Facilities - Critical Measures						
45 Number of street trees planted	Public Works	Year to Date*	2017 Benchmark		16%	
46 Number of years holding the Tree City USA designation	Public Works					39 years as of 2016
47 Pavement rating	Public Works		6.25			6/1/2017 begin rating process. 5.93-2015 actual
48 Linear feet of infrastructure improved	Public Works	0	16,898	equals 3.2 miles		Bids waiting Council approval

Strategic Plan
2017 Action Items and Critical Measures

1/1/2017 to 3/31/2017

	A	B	C	D	E	F
50	Economic Development					
51	Economic Development - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion* Status
52	Construct the Arts/Culture Plaza	Public Works/City Plan	4/1/2017			50% Construction started
53	Coordinate with the Business Improvement District on recreational programming for plaza	City Plan	1/1/2017			20% Hiring Events Manager in Tourism mid year 2017
54	Assemble redevelopment site in key areas	City Plan	1/1/2017			75% Indiana Ave project
55	Attract a new hotel	City Plan	8/16/2017			20%
56	Execute a new Tourism Commission and tourism zone	City Plan	12/15/2016	1/15/2017		100% Commission is established
57	Coordinate with Visit Sheboygan LLC for July 4th celebration	City Plan/Police/ Public Works	2/1/2017			40% On-going progress until July 4th
58	Coordinate with consultant for a new business park project	City Plan/Public Works	1/10/2017	7/1/2017		10% Selected consultant-waiting Council approval
59	Leverage WSCS Cable TV to produce PSAs that can be shared with residents	WSCS/City Plan	1/8/2017			20%
60	Create a stronger tie between WSCS Cable TV and the Tourism Commission	City Plan				
61						
62						
63						
64	Economic Development – Critical Measures	Assigned Department	Year to Date*	2017 Benchmark		
65	Amount of room tax generated	City Plan	0	\$550,000		2nd Quarter information
66	Number of new hotel room constructed	City Plan	0	100		3rd Quarter information
67	Number of jobs retained via city based finance	City Plan	0	15		
68	Number of jobs created via city based finance	City Plan	0	15		
69	Value of industrial property	City Plan		\$72,190,120		2016 - Value determined annually
70	Vacancy rate of industrial buildings	City Plan		5.40%		2016-Value determined annually
71	Square feet of industrial property (construction commenced)	City Plan		40,000		
72	Average pay of jobs created	City Plan	0	\$45,000		
73	Number of acres of new industrial sites created	City Plan	0	15 acres		
74	Number of new residential units (construction commenced)	City Plan	42	80		53%
75	Number of new businesses	City Plan	2	10		20%
76	Valuation of property with Tax Incremental Districts	Finance		\$119,664,900		2016
77	Percent change of property valuation	Finance/City Plan		2%		May 2017 - Board of Review Meeting
78	Value of new commercial property (constructed commenced)	City Plan	\$3,995,398	\$10,000,000		40%
79	Dollars spent per parking stall in the parking utility jurisdiction	Parking		\$298		Data tracked annually
80	Annual ridership on the trolley	Transit/City Plan		2,300		2017 season begins in 2nd Quarter

Strategic Plan
2017 Action Items and Critical Measures

1/1/2017 to 3/31/2017

a1	<i>Neighborhood Revitalization</i>	<i>Assigned Department</i>	<i>Start Date</i>	<i>Actual/Target Completion Date</i>	<i>Resources</i>	<i>Percentage of Completion*</i>	<i>Status</i>
a2	<i>Neighborhood Revitalization - Action Items</i>						
a3	Develop neighborhood development plans for 3 of the official neighborhood associations	City Plan	1/1/2017		Intern	20%	Intern
a4	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	City Plan/Public Works/Police	1/19/2017			25%	On-going monthly meetings
a5	Continue to grow the number of new neighborhood associations	City Plan/Police	1/1/2017			25%	
a6	Make necessary public infrastructure improvements in at-risk neighborhoods	Public Works	1/1/2017		Engineering, Streets	10%	Bids awaiting Council approval
a7	Promote the city's housing funding programs to qualified homeowners to make improvements	City Plan/Police	1/1/2017			25%	Advertisement in Lakeshore Apt. Assoc newsletter, notices with all code enforcement orders
a8	Continue the neighborhood association grant program with city funds	City Plan				0%	Not in 2017 budget. Add to 2018 budget.
a9	Implement north side Neighborhood Beat Officer	Police	1/1/2017	1/15/2017	Police Officer	100%	
a10							
a11							
a12							
a13	<i>Neighborhood Revitalization – Critical Measures</i>	<i>Assigned Department</i>	<i>Year to Date*</i>	<i>2017 Benchmark</i>			
a14	Number of new neighborhood associations	City Plan/Police	2	2		100%	
a15	Number of housing loans issued	City Plan	2	10		20%	
a16	Number of added affordable units	City Plan	42	50		84%	
a17	Number of code enforcement orders issued	City Plan	425	1000		43%	
a18	Number of abandoned vehicles towed	Police	17	83		20%	
a19	Number of garbage complaints investigated/cited	Police/City Plan	190	21/300			2016-21 citations from 300 complaints

Strategic Plan
2017 Action Items and Critical Measures

1/1/2017 to 3/31/2017

<u>Governing and Fiscal Management</u>						
<u>Governing and Fiscal Management - Action Items</u>						
	<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion*</u>	<u>Status</u>
112	Information Technology	1/1/2017			25%	Tyler-Parks and Recreation module, Business Licenses module for building inspectors, Budget module next implementations
113	Admin/Finance	2/1/2017	2/9/2017	Finance/City Admin	100%	Link on website-City Administrator
114	Admin/Finance	1/1/2017	5/8/2017	Audited financial reports	50%	
115	Human Resources	7/1/2016		Human Resources Committee	60%	Committee continually meeting and working toward final event
116	Human Resources	10/1/2016		Human Resources	10%	Each particular dept. currently working toward organizing team communication/team building efforts
117	Mayor	7/1/2016		Human Resources/Mayor	30%	Recognition Committee will be convening in May to begin finalization for Fall 2017 event
118	Finance	2/1/2017	2/9/2017	Finance/City Administrator	100%	
119	Finance/City Administrator	3/15/2017	5/31/2017	Finance/City Administrator	10%	
120	Human Resources	7/1/2015	2/1/2017	Human Resources	100%	Quarterly Employee newsletter ongoing at present
121	Senior Activity Center	5/15/2017	12/31/2017	SAC/Administration		Research eligibility to attain AARP Age-Friendly Community status
122	Human Resources	3/15/17		Human Resources	15%	Plan will begin following completion of 2018 compensation packages. Succession Planning workshop held 4/13/2017
123	Transit	2/1/17	1/1/18		0%	Open
124						
125						
126						
<u>Governing and Fiscal Management – Critical Measures</u>						
	<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
127	Finance	7%	3.70%	6% as of 12/31/2016		
128	Finance		30%	58% as of 12/31/2016		
129	Information Technology	19	152			
130	Finance	Aa2	Aa2	Rating confirmed 4/24/2017		

Strategic Plan
2017 Action Items and Critical Measures

1/1/2017 to 3/31/2017

122 <u>Communication</u>						
123 <u>Communication - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
124 Identify the need for dedicated 0.5 FTE Public Information Officer position	Mayor	1/1/2017	2/7/2016	Mayor/City	100%	Position no longer needed-all duties absorbed within City Staff
125 Create a monthly electronic community newsletter	Mayor	2/3/2017	2/7/2016	Mayor's Staff	100%	Published online
126 Continue citizen survey on annual basis	City Admin	7/1/2017		Online survey	0%	Administered in July 2017
127 Develop an internal communication plan that is shared with employees	Human Resources	7/1/2016		Human Resources/Dept Staff	25%	Internal communication plan formulation currently being created
128 Create a citizen engagement plan	City Admin	2/15/2017		City Admin Staff	75%	Waiting submission to Council/Finance-Personnel Committee
129 Hire a consultant to update the city's brand as a destination and an organization	City Plan					Possible 2018 project with the Nat'l Marine Sanctuary
130						
131						
132						
133						
134 <u>Communication - Critical Measures</u>	<u>Assigned Department</u>	<u>Year to Date*</u>	<u>2017 Benchmark</u>			
134 Number of followers on all city departments' Twitter accounts	City Plan/Police/Library	4,902	6,768		72%	Police = 4,222/MPL=680
135 Number of users on Nextdoor	City Plan	2,564	2,392			
136 Number of "likes" on all City's Facebook accounts	City Plan/Police/Transit/Water/Utility/Cable/Senior Activity Center	9137	9,760		94%	Police = 6,529/MPL=2608
137 Number of new programs on WSCS Cable TV	Information Technology	144	500			
138 Number of televised Common Council and Committee of the Whole meetings	Information Technology	9 and 1	ALL			
139 Number of appearances on Hmong radio station	Mayor	2	6		33%	Currently 6 annual Mayoral appearances on Hmong radio station
140 Number of Nixle contacts	Police	1,492	1,460			

II

R. O. No. _____ - 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

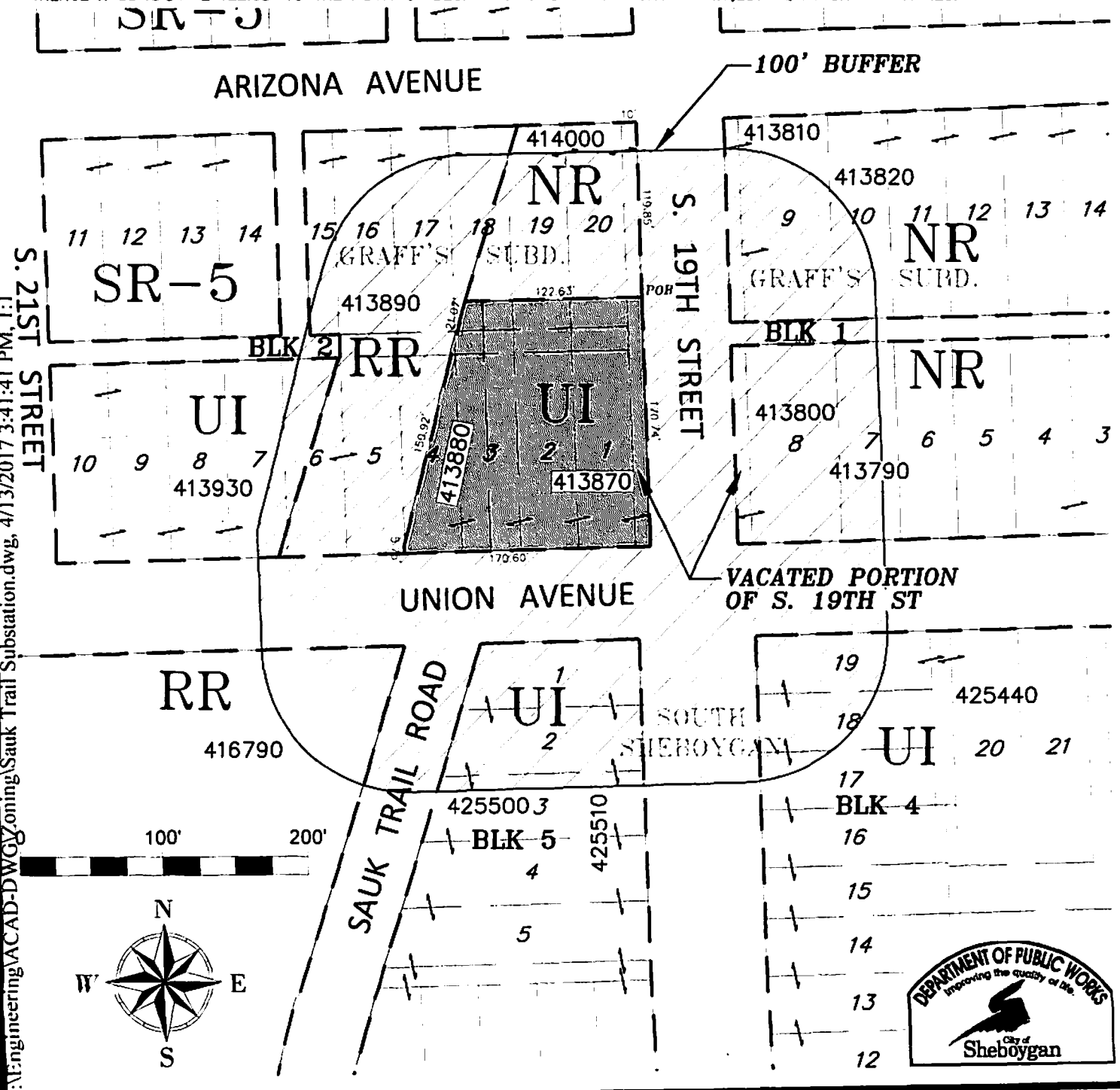
A copy of the current zoning map of the subject property and vicinity showing:

- 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.



P:\Engineering\ACAD-DWG\Zoning\Sauk Trail Substation.dwg, 4/13/2017 3:41:41 PM, EIT



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

R. O. No. _____ - 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 WPD&L
APPLICANT'S SIGNATURE

4/27/17
DATE

Brian Cooke
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

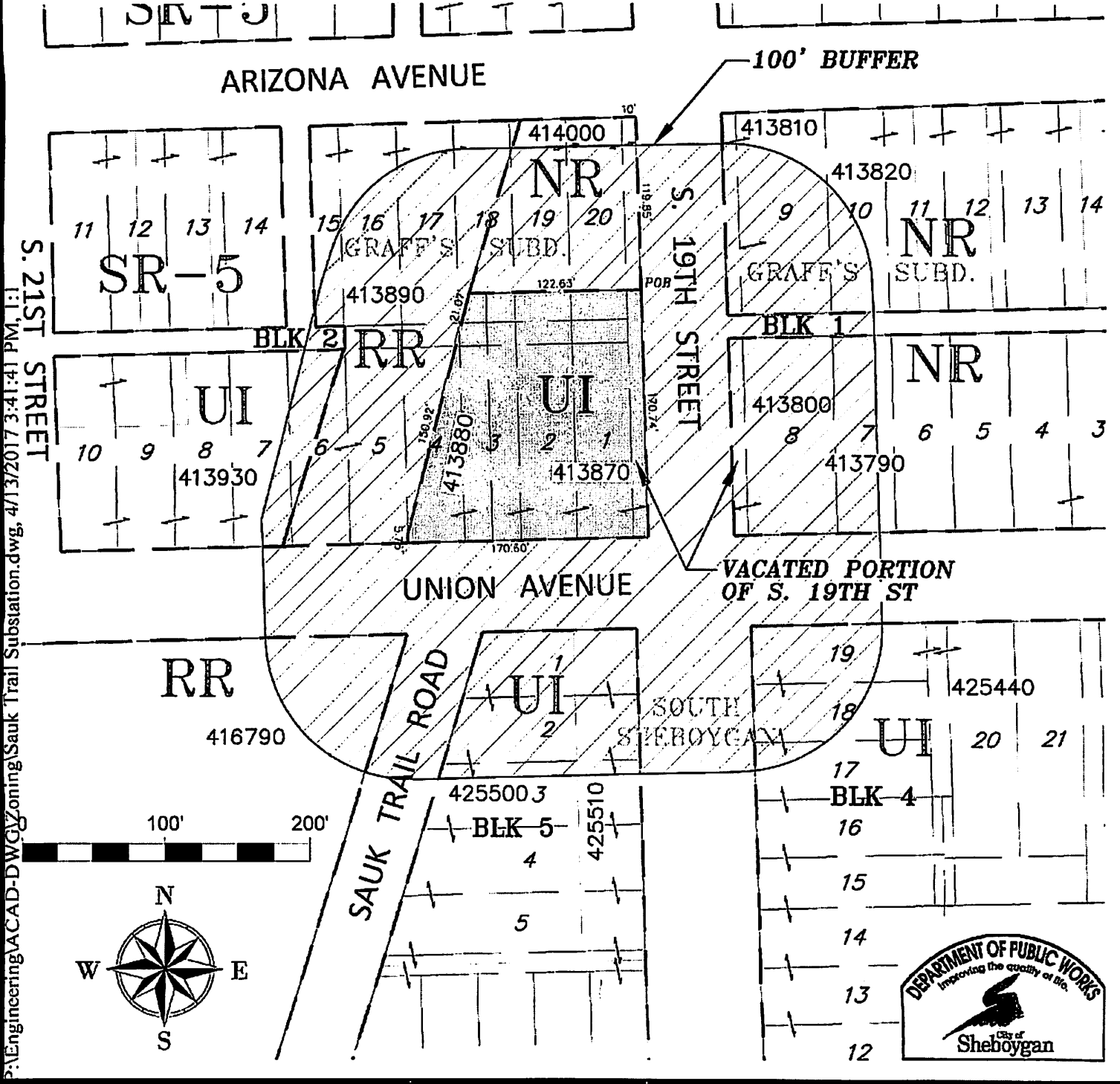
A copy of the current zoning map of the subject property and vicinity showing:

- 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.

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.



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

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

Submitting the City of Sheboygan Citizen Engagement Program to the Common Council for referral to the Finance and Personnel Committee.

Finance / Personnel.

City Administrator

III

SHEBOYGAN CITIZEN ENGAGEMENT PROGRAM

PURPOSES: Sheboygan's Citizen Engagement Program (CEP) is intended to:

- Increase the City of Sheboygan's government's access to its citizens' ideas and expertise.
- Make information about citizen engagement more transparent, accessible, and interactive for all citizens.
- Engage capable, motivated citizens in actively advancing community projects they care about that will improve their community in a way that is personally meaningful, productive, efficient, and cost-effective.
- Make the system for eliciting, sorting, evaluating, prioritizing, and acting upon citizen initiatives more integrated and effective.
- Improve the collaborative processes among city staff, Common Council, and engaged citizens.

The following outline summarizes how community input will be handled:

- 1) **Soliciting Ideas and Issues:** Citizen-generated issues and ideas will be collected by the city staff and Common Council. The issues and ideas will be discussed as part of the annual review of the city's Strategic Plan 2017-2021.
- 2) **Organizing Ideas and Issues:** These ideas will be organized by the Office of the City Administrator into three categories - those to be:
 - Addressed immediately by city staff; or
 - Agendized for Common Council and committee consideration as soon as possible; or
 - Maintained for consideration by the Finance and Personnel Committee and eventually the Common Council at its annual strategic plan update discussion.
- 3) **Prioritizing Ideas and Issues:** The full list of pending ideas will be submitted to the Finance and Personnel Committee to consider and prioritize for inclusion in the city's strategic plan as recommended to the Common Council.
- 4) **Implementing Ideas and Issues:** Projects included in the city's strategic plan will be assigned to a lead staff member, with specific objectives, a timeline, and possibly a budget. Whenever a project would benefit from citizen engagement, the appropriate staff member working through the Office of the City Administrator to form a Citizen Work Group that will collaborate to help implement the project.
- 5) **Reporting Ideas and Issues:** The Office of the City Administrator will

provide an annual report to the Finance and Personnel Committee and the community on community input and citizen engagement efforts and projects.

- 6) **Periodic Reviews and Annual Evaluation of the Citizen Engagement Program:** The City Administrator will work with the Common Council, community and city staff to ensure that there is on-going review and evaluation of the CEP. The City Administrator will solicit feedback from the community and may convene a small working group to assist in the CEP evaluation. The CEP will be evaluated and modified as needed to ensure that it is continuously functioning at the highest level of citizen engagement and creating broad-based opportunities for citizen input and involvement.
- 7) **Recognition Program:** The Mayor's Office will make it a priority to honor all citizen volunteers annually in order to show the city's appreciation for their time and dedication.

The elements of the CEP are described below:

1. SOLICITING IDEAS AND ISSUES

The **Strategic Plan 2017-2021** will be the city's overarching guide to its priorities and projects for the decade. The strategic plan will express the vision residents have for the community, establish a set of values, key strategies, objectives, and from that will come action items and critical measurements.

Sheboygan citizens will be invited to identify problems and provide ideas relating to or independent of the strategic plan that they would like the city staff and Common Council to consider. Topic areas will expand upon existing committee's, commission's, and council's disciplines and will include public safety, public works, etc. All received ideas will be reported back to the Common Council. A standard **Citizen Idea Form** will be widely distributed to elicit the information needed to review an idea.

The Office of the City Administrator will implement and manage the CEP.

Many other methods, traditional and innovative, may be used to solicit community input. These include:

- **Common Council listening sessions** inviting various constituencies to provide targeted public input directly to the Common Council.
- **A town hall, open house, or forum** that is either topical or open to general discussion of city issues (or both).
- Smaller, more focused **roundtables and focus groups** to solicit a deeper level of input and information sharing around specific subjects.
- **One-to-one conferences with individuals and organizations.**
- **Social media** will be used to enable everyone in our community to provide

input.

- The city's **website**, which creates an online interactive "go-to" place for community dialogue.
- **Traditional media outlets** (e.g. newspaper, radio and televisions stations) will inform, educate, and encourage public dialogue.
- **Partnerships with schools and youth organizations** will be fostered in order to engage youth and families.

Committee, Commission and Boards

The Strategic Plan 2017-2021 serves as the city's core strategic planning document and is intended to be a living document that proactively guides the city's strategic development through 2021 and beyond. The action items of the strategic plan will be explored in depth.

To accomplish future action items, the city management team will meet with their respective committees, commissions, and boards to request input from the public on action items in January – March of the year prior to the update of the strategic plan. They will **seek a consensus on a few (one-three) top priority objectives, and related action items** that they want to recommend strongly for Common Council consideration.

Their recommendations will be concisely summarized and distributed widely. If needed, one **integrative meeting** will be held among selected representatives from each committee, commission or board to share their groups' recommendations and to suggest ways of integrating items of crossover concern at a future Committee of the Whole meeting.

These meetings will be posted in advance for the public to attend. The City Administrator may identify other additional goals or key strategies.

Each committee, commission, or board will also **assess** progress, i.e. critical measurements, toward fulfilling the goals of the strategic plan.

2. ORGANIZING IDEAS AND ISSUES

Once community input has been captured, staff will administratively review ideas and potential projects to determine if any are **already being addressed** within another city effort or if they would best **be integrated into other ongoing projects**. They also may provide input on **resource requirements, legal issues**, etc. Once organized, staff will send input along one of **three essential tracks**:

- A. Immediate resolution/implementation by city staff** on issues and services that fall within the purview of city departments and the current operational budget.
- B. Immediate consideration by the Common Council** for issues and services that require legislative authority and fall within the *current* budget and staff

resources.

- C. **Future consideration at a Common Council annual strategic plan update meeting** for ideas that require major policy, funding, and/or staff resources for *future* fiscal year(s).

3. PRIORITIZING IDEAS AND ISSUES

Citizen initiatives requiring the Common Council's authorization and possible funding will be reviewed at a **Finance and Personnel Committee work session** held in April or May, prior to the commencement of the annual budget process. This will allow city-wide prioritization since all possible work plan items will be considered at one time in relation to one another. The Common Council will decide upon the **highest priority items** and incorporate them into an **annual work plan** upon which the annual budget will be based.

The Common Council will consider any or all of the following **prioritization guidelines**

in order to establish work-plan items:

- Does the project contribute to implementing the strategic plan?
- Is the project consistent with strategic plans or priorities (i.e. infrastructure and public facilities, quality of life, economic development)?
- Does broad-based support exist from different segments of the community?
- Does the project address a special community need or emergency?
- Do resources (staff, financial, technological) exist to complete a project?
- Does the city have a limited window of opportunity to take advantage of outside funding?
- Are there changes in federal or state law, or other external forces to be considered?

4. IMPLEMENTING IDEAS AND ISSUES

The following steps will be taken to implement the priorities established by the City Administrator:

- A. Whenever appropriate, the City Administrator will assign a **staff member, specific objectives, and a timeline and budget where appropriate.**
- B. Whenever appropriate, the Common Council will create an ad hoc committee or the City Administrator will create and appoint a **Citizen Work Group (CWG)** that will collaborate to move the project forward. The size, makeup, and operation of each committee or CWG will vary depending on the project.

Before signing on to participate, the committee or CWG volunteers will be **informed about what is expected**, such as the time commitment, the kinds of tasks they may be asked to complete (e.g. conduct a survey or write a report), what staff will and will not be able to contribute, and what other resources they will have.

- C. To ensure optimal membership, a **Volunteer Registry** will be created and managed by the Mayor's Office to serve as a pool from which the Mayor or the City Administrator can draw from when putting together project teams.

The Registry will be created and maintained through the following steps:

- The Mayor's Office will reach out to **current committee, commission and board members** and seek their participation in the Registry.
- The Mayor's Office will **reach out to community groups** to inform them about the Citizen Engagement Program and opportunities for citizen participation.
- The Mayor's Office will **publicize opportunities for citizen involvement**.
- Signing up for the Volunteer Registry will be made as **simple and accessible** as possible.

The Mayor's Office is responsible for ensuring that there is on-going communication **with all registered volunteers throughout the year**, not just those currently participating in work groups.

5. REPORTING IDEAS AND ISSUES

Information about all of the above kinds of **input** from the community and their **engagement** in carrying out the Common Council's priorities will be **presented annually to the Common Council**. The annual presentation will provide information and basis for discussion, and give the Common Council the opportunity to ask questions and make suggestions about the ideas, issues, and the citizen engagement process.

These annual reports will also be housed on **the City's website** for ongoing community access, comment, and feedback.

6. RECOGNITION PROGRAM

The Mayor's Office will make it a priority to honor all citizen volunteers annually in order to show their appreciation for their time and dedication. Ways to do this could include:

- Have citizens serving on the ad hoc committees present their ideas and findings to Common Council.
- Appreciation articles in the newspaper.
- Send out occasional thank you cards to current volunteers thanking them for their service.
- Participate in National Volunteer Week activities.
- Initiate a local Volunteer Month in the city via the Mayor.

Proclamations and public information pieces as a way to thank current volunteers, recruit new volunteers, and promote the value of volunteering to the community.

II

R. O. No. - 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.

II

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

Submitting a communication from Jaclyn Quasius on behalf of the Sheboygan Jaycee's formally requesting the review and approval of the operating hours for the annual Brat Day's festival located at Kiwanis Park to be held from Thursday, August 3rd, 2017 through Saturday, August 5th, 2017.

Pub. Safety

City Clerk

II

APR 24 '17 PM 12:52



April 20th, 2017

Sheboygan City Council
c/o City Clerk's Office
828 Center Avenue
Sheboygan, WI 53081

To Whom It May Concern:

Upon receipt of this letter, the Sheboygan Jaycee's are formally requesting the review and approval of the operating hours for our annual Brat Day's festival located at Kiwanis Park. This year's festival will be from Thursday, August 3rd, 2017 through Saturday, August 5th, 2017. We are requesting the same hours that we have had approved for Brat Days in 2016. The following table summarizes our request:

	Thursday	Friday	Saturday
Music Ends:	10:30 pm	11:00 pm	11:00 pm
Beer Sales End:	10:00 pm	11:15 pm	11:15 pm
Park Closes:	Midnight	Midnight	Midnight

The hours of operation that were in place the last few years were very successful, and we do not anticipate anything but the status quo going into 2017. I have contacted the Sheboygan Police Department regarding this request and Chief Domagalski will be sending a letter expressing his support.

The benefits of these hours of operation include:

- Allowing people to leave on their own accord and not be forced out by our security team or the police department (a cool down period of 45 minutes before the park closes).
- Give our patrons an opportunity to purchase food and beverages, if desired, after the band is done playing. This is meant to keep the noise down in the neighborhood.
- This festival has brought international attention and thousands of dollars to the City of Sheboygan. We welcome the opportunity to keep our patrons longer.

The Sheboygan Jaycees would like to attend the appropriate committee meetings and a city council meeting regarding this request. Should you have any questions pertaining to this request, please contact me at 920-331-8787 or via e-mail at jackie77q@gmail.com.

We thank you and appreciate your time and consideration in this matter.

Sincerely,

Jaclyn Quasius
Brat Days 2017 Administration Chairman

II

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

Submitting a communication from Jacob Daniel requesting a waiver from the Sex Offender Residency restrictions in order to reside at 2620 Pershing Ave.

Public Safety

City Clerk

APR 19 '17 AM 10:10

Date: 6/6/17

My name is: Jacob Daniel

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

2620 Pershing Ave
Sheboygan, WI 53083

Signature: Jacob Daniel

Phone Number: 920-207-9637

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

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

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Christopher Riley requesting a waiver from the Sex Offender Residency restrictions in order to reside at 414 Niagara Ave.

Public Safety

City Clerk

APR 20 '17 AM 11:41

Date: 4-18-17

My name is: Christopher Riley

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

414 Niagara Ave.

Cheboygan, WI 53081

Signature: Christopher T. Riley

Phone Number: 920-698-9833

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

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

Thank you for all your cooperation in the matter.

III

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

Submitting a communication from Jeffrey S. Markworth requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1117 N. 10th Street.

Pub Safety

City Clerk

Date: 4-24-17

My name is: Jeffrey S. Markworth

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

1117 Nth 10th St Sheboygan WI 53081

Signature: Jeffrey Markworth

Phone Number: 920-254-3527

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

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

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Timothy Johnnies requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1507 Indiana Ave.

City Clerk

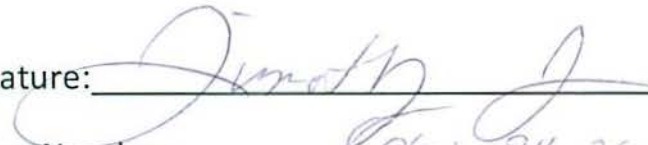
Pub Safety

Date: 4/26/17

My name is: Timothy Johnnies

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

1507 Indiana Ave
Sheboygan, WI 53081

Signature: 

Phone Number: (920) 316-2604

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

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

Thank you for all your cooperation in the matter.

R.O. No. _____ - 17 - 18. By CHIEF OF POLICE. May 1, 2017.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Police Department, for the period commencing January 1, 2017 and ending March 31, 2017.

	2015 <u>Actual</u>	Y-T-D <u>03/31/16</u>	2016 <u>Actual</u>	Y-T-D <u>03/31/17</u>	2017 <u>Goals</u>
<u>Patrol and Investigations</u>					
Homicide	0	0	1	0	0
Rape	22	4	21	3	10
Robbery	14	2	10	1	15
Aggravated Assault	124	25	101	24	90
Violent Crime Total	160	31	133	28	125
Burglary	128	17	119	19	115
Theft	991	171	908	143	900
Motor Vehicle Theft	31	14	36	7	30
Arson	4	1	5	1	5
Property Crime Total	1154	203	1068	170	1050
Percent of Offenses Cleared	53 %	72 %	55 %	72 %	70 %
Value of Property Stolen	\$510,385	\$77,148	\$497,952	\$133,387	\$500,000
Value of Property Recovered	\$143,730	\$51,628	\$204,714	\$36,943	\$200,000
Percent of Stolen Recovered	28 %	67 %	41 %	28 %	40 %
Accident Investigations	1,698	485	1,900	443	1,500
Traffic Stops	N/A	1,135	N/A	1,742	No goal
Traffic Arrests	2,137	594	2,426	1,154	No Goal
Other Arrests	3,861	901	3,692	743	No Goal
Speed Trailer Deployments	N/A	N/A	20	0	20
HVEE Deployments	N/A	N/A	N/A	1	12
Parking Tickets Issued	8,745	4,871	9,842	5,469	10,000
Bicycles Recovered	212	6	200	24	150
Involuntary Commitments	108	29	148	42	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	2,612	N/A	N/A	303	2,750
Open Records Requests	4,335	1,165	N/A	981	4,000
Nixle Messages Sent	219	53	N/A	40	250
Press Releases	N/A	8	N/A	5	50
Tweets	311	89	N/A	55	350
Facebook likes	3000	N/A	6,000	6,529	9,000
Reported Crime Maps	104	26	104	26	104
Crime Comparison Reports	52	13	52	13	52
Burglary Reports	86	19	86	19	86

CHIEF OF POLICE

PS.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

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

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: April 26, 2017

MEETING DATE: May 10, 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: Sec. 54-65

BACKGROUND / ANALYSIS:

The Quarterly Report of Benchmarks for the Police Department for the Period commencing January 1, 2017 and ending March 31, 2017 is presented for information and discussion as required by section 54-65 of the Municipal Code.

STAFF COMMENTS:

Highlights of the report are as follows:

- Overall Part 1 Crimes for the Period decreased by 15% in comparison to the same period in 2016 (198 vs. 234), including a decrease in all categories except burglary, which remains very low over the ten year trend.
- Traffic accidents decreased during the period and it is believed there is a correlation with the directed seat belt enforcement initiatives that have been deployed in high accident corridors. These deployments are also responsible for the increase in traffic stops and traffic arrests during the period.
- There was also a significant increase in involuntary commitments during the time period that is concerning because of the large number of resources consumed by these calls. We believe we are lucky to have strong partners we have been working with to streamline the processes for placement. During the period the entire department received 16 hours of training on (ICAT) Integrating Communication and Tactics and Crisis Intervention.

ACTION REQUESTED:

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

ATTACHMENTS: R.O No. – 17 - 18

II

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

Submitting a memo from the Mayor to Alderperson Wolf, Chairman of Public Works and David Biebel, Director of Public Works regarding the formation of Sheboygan Snow Emergency Ordinance Review Task Group.

P.W.

City Clerk

III



MEMO

Date: July 28, 2016

To: Todd Wolf, Chairman of Public Works Committee

David Biebel, Superintendent, Department of Public Works

SUBJECT: Formation of Sheboygan Snow Emergency Ordinance Review Task Group

In the last four years or more Sheboygan has not declared a snow emergency. If this ordinance is not needed we should eliminate this regulation. The current alternate side of the street parking ordinance needs to have the hours that it currently enforces studied, lacks the ability to tow improperly parked vehicles to enforce the ordinance. In addition, that ordinance does not allow an option to suspend winter parking restrictions when a period of unseasonably warm weather is experienced in Sheboygan, as was the case in 2016-17.

I further suggest that the Task Group consider establishing two zones in Sheboygan for winter parking restrictions. One zone located to the North, West and South of the Central City core where properties have garages and/or driveways to accommodate off street overnight parking. In this zone a No Overnight Parking restriction would be in effect during the winter season. The Zone in the Central City would continue to use the alternate side of the street parking. This structure would allow more flexibility for the plowing crews to stage their snow plowing operations during winter snow storms.

I request that the Public Works Committee, at their May 9th meeting, consider the formation of a of Sheboygan Snow Emergency Ordinance Review Task Group.

The mission of the group will be to:

- Study the current Snow Emergency Ordinance and how it impacts snow plowing operations.

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

- Investigate the above options and compare to the practices of other municipalities.
- Formulate a report with recommendations on the necessary changes to the City's Snow Emergency Ordinance to the Public Works Committee by August 13, 2017.

The following should be considered to be members of the Sheboygan Snow Emergency Ordinance Review Task Group:

Public Works Committee Member, Director of Public Works, Superintendent of Streets and Sanitation, Sheboygan Police Department, four citizen members, two citizens from each of the two zones proposed above, Sheboygan City Attorney, snow plow crew supervisor and snow plow driver.

A handwritten signature in black ink that reads "Mike Vandersteen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Vandersteen, Mayor

III

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

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the construction of Parking Lot No. 14B.

WHEREAS: Two bids were received in response to bid #2410-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Buteyn-Peterson Construction Company, Sheboygan, WI
\$275,962.83
Vinton Construction, Manitowoc, WI
\$290,529.80

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Buteyn-Peterson Construction Company for the construction of Parking Lot No. 14B in the amount of \$275,962.83 and are authorized to draw funds from the following accounts: 42261100-611200 \$275,962.83 in payment of same.

Suspend
Rec pass.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing City Officials to execute a contract between the City of Sheboygan and Buteyn-Peterson Company, Sheboygan, WI for the construction of Parking Lot No. 14B.

REPORT PREPARED BY: Ryan Sazama, City Engineer & Chad Pelishek, Director of Planning and Development

REPORT DATE: April 28, 2017

MEETING DATE: May 1, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 42261100-611200
\$275,962.83
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS:

As part of the development agreement between the City and Eighth Street Housing Corporation, the City agreed to segregate out a portion of parking lot 14 (north of the proposed development) to provide Encore Apartments with 42 parking dedicated parking stalls. This parking lot is located in Tax Incremental District (TID) 12. Under the agreement, Encore Apartments will be paying an annual parking assessment fee as it relates to the 42 parking stalls. The Parking Utility will continue to maintain this portion of the lot as they would do with Parking Lot 14.

STAFF COMMENTS:

Work on the project includes removing existing parking lot, new curb/gutter, pavement, trees, lights and a circle entrance feature at the front entrance to the Encore Apartments. Funding for project will come from TID 12. The reason for the suspension of the rules is the timeliness to get the work completed prior to the opening of the Encore Apartments which is scheduled for June 20.

ACTION REQUESTED:

Motion to recommend the Common Council approve the contract between the City of Sheboygan and Buteyn-Peterson Company, Sheboygan, WI in the amount of \$275,962.83.

ATTACHMENTS:

- I. Res. ___-16-17
- II. Bid tabulations

Parking Lot 14B Reconstruction (#4975428)

Owner: Sheboygan, City of
 Solicitor: Sheboygan, City of
 04/26/2017 09:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction Company		Vinton Construction Company	
						Unit Price	Extension	Unit Price2	Extension3
General									
	1	C-1	Mobilization	LS	1	\$22,450.00	\$22,450.00	\$16,000.00	\$16,000.00
	2	C-2	Construction Staking	LS	1	\$3,036.08	\$3,036.08	\$3,036.00	\$3,036.00
	3	C-3	Traffic Control	LS	1	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00
	4	C-4	Sawcut Asphalt and Concrete	LF	448	\$2.25	\$1,008.00	\$3.00	\$1,344.00
	5	C-5	Asphalt Pavement Removal	SY	4406	\$1.50	\$6,609.00	\$1.00	\$4,406.00
	6	C-6	Concrete Pavement Removal	SY	217	\$8.90	\$1,931.30	\$8.50	\$1,844.50
	7	C-7	Concrete Sidewalk Removal	SF	118	\$3.10	\$365.80	\$1.00	\$118.00
	8	C-8	Concrete Curb Removal	LF	667	\$2.25	\$1,500.75	\$2.50	\$1,667.50
	9	C-9	Tree Removal	EA	1	\$567.00	\$567.00	\$100.00	\$100.00
	10	C-10	Relocate Existing Light Pole	EA	3	\$2,463.00	\$7,389.00	\$2,463.00	\$7,389.00
	11	C-11	Salvage Existing Sign	EA	4	\$75.00	\$300.00	\$75.00	\$300.00
	12	C-12	Relocate Existing Sign	EA	3	\$200.00	\$600.00	\$200.00	\$600.00
	13	C-13	Salvage Existing Parking Meter	EA	1	\$500.00	\$500.00	\$50.00	\$50.00
	14	C-14	Remove Existing Storm Inlet	EA	1	\$670.00	\$670.00	\$350.00	\$350.00
	15	C-15	Remove 12" RCP Storm Sewer	LF	9	\$50.00	\$450.00	\$25.00	\$225.00
	16	C-16	Type 'D' Inlet Protection	EA	10	\$125.00	\$1,250.00	\$125.00	\$1,250.00
	17	C-17	Stone Tracking Pad	TON	90	\$22.50	\$2,025.00	\$0.01	\$0.90
	18	C-18	Restoration - Topsoil, Seed, Fertilize and, Mulch	SY	967	\$6.00	\$5,802.00	\$8.85	\$8,557.95
	19	C-19	Common Excavation - Remove Remaining Crushed Aggregate Base Course and Subgrade to Install Full Pavement Section	LS	1	\$10,768.00	\$10,768.00	\$29,500.00	\$29,500.00
	20	C-20	Place Additional Crushed Aggregate Base Course	LS	1	\$3,441.00	\$3,441.00	\$20,000.00	\$20,000.00
	21	C-21	Excavation Below Subgrade, including Crushed Aggregate Backfill	CY	285	\$44.00	\$12,540.00	\$38.00	\$10,830.00
	22	C-22	Connect to Existing	EA	1	\$350.00	\$350.00	\$200.00	\$200.00
	23	C-23	2'x3' Storm Inlet	EA	1	\$2,120.00	\$2,120.00	\$1,973.00	\$1,973.00
	24	C-24	18" Accepting Curb and Gutter	LF	158	\$14.35	\$2,267.30	\$14.35	\$2,267.30
	25	C-25	18" Reject Curb and Gutter	LF	1438	\$14.35	\$20,635.30	\$14.35	\$20,635.30
	26	C-26	18" Ribbon Curb	LF	144	\$21.00	\$3,024.00	\$21.00	\$3,024.00
	27	C-27	24" Concrete Flume	EA	1	\$400.00	\$400.00	\$400.00	\$400.00
	28	C-28	30" Accepting Curb and Gutter	LF	119	\$24.90	\$2,963.10	\$24.90	\$2,963.10
	29	C-29	30" Ribbon Curb	LF	50	\$23.50	\$1,175.00	\$23.50	\$1,175.00
	30	C-30	7" Concrete Driveway Apron	SF	655	\$6.75	\$4,421.25	\$5.50	\$3,602.50
	31	C-31	Optiloc Pavers	SY	325	\$132.00	\$42,900.00	\$130.00	\$42,250.00
	32	C-32	5" Concrete Sidewalk	SF	670	\$6.00	\$4,020.00	\$5.00	\$3,350.00
	33	C-33	Concrete Sidewalk Ramps	SF	134	\$6.50	\$871.00	\$5.50	\$737.00
	34	C-34	Detectable Warning Field	SF	20	\$30.00	\$600.00	\$30.00	\$600.00
	35	C-35	Light Pole	EA	3	\$6,202.00	\$18,606.00	\$6,202.00	\$18,606.00
	36	C-36	Stop Sign	EA	1	\$300.00	\$300.00	\$300.00	\$300.00
	37	C-37	Asphaltic Pavement - Lower Level (1.75") - WISDOT 3 LT 58-28 S	SY	3425	\$9.65	\$33,051.25	\$9.75	\$33,393.75
	38	C-38	Asphaltic Pavement - Upper Level (1.75") - WISDOT 4 LT 58-28 S	SY	3425	\$8.75	\$29,968.75	\$8.84	\$30,277.00
	39	C-39	Concrete Pavement Replacement	SY	29	\$119.55	\$3,466.95	\$90.00	\$2,610.00
	40	C-40	Pavement Markings, Paint	LS	1	\$850.00	\$850.00	\$642.00	\$642.00
	41	C-41	Tree - Acer 'freeman'	EA	4	\$650.00	\$2,600.00	\$495.00	\$1,980.00
	42	C-42	Tree - Celtis occidentalis	EA	5	\$650.00	\$3,250.00	\$495.00	\$2,475.00
	43	C-43	Tree - Ulmus x 'Morton'	Ea	4	\$650.00	\$2,600.00	\$495.00	\$1,980.00
	44	C-44	Shrub - Spiraea 'Frobellii'	EA	52	\$90.00	\$4,680.00	\$50.00	\$2,600.00
	45	C-45	Shrub - Pennisetum 'Cassian'	EA	40	\$90.00	\$3,600.00	\$38.00	\$1,520.00
	46	C-46	Shrub - Rhus Arom. Gro-low	EA	16	\$90.00	\$1,440.00	\$50.00	\$800.00
Base Bid Total:							\$275,962.83		\$290,529.80
Alternates									
	47	A-1	Stamped Colored Concrete Pavement including 1 1/4-inch base aggregate. (7-inch concrete over 10-inches base aggregate)	SY	325	\$71.00	\$23,075.00	\$69.35	\$22,538.75

III

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

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Emergency Communications Systems from Freedom, Wisconsin, for the purposes of supplying and installing new emergency warning sirens throughout the City.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to Emergency Communication Systems is the Wisconsin Distributor of Federal Signal Equipment that supplies the emergency sirens.

WHEREAS, this project will provide three new sirens that provide a greater range and results in removing seven older obsolete sirens. Furthermore, the new sirens will have wireless initiation and control including the remaining sirens.

WHEREAS, this project will result in improved coverage and reliability for the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Emergency Communications Systems from Freedom, Wisconsin for the purposes of supplying and installing new emergency warning sirens throughout the City for \$140,863 in payment of same from the Civil Defense Account 47625100-649100.

PW.

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

Contact Name: Mike Willmas
Customer: Sheboygan
2026 New Jersey
Address: Ave.
City: Sheboygan
Country: USA
Office Phone: 920-207-9742

State: WI

Zip: 53081

E-mail: michael.willmas@sheboyganwi.go

Mobile Phone:

Quotation No.: ANS
40417101627

Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
Delivery schedule cannot be established until radio information is supplied, if applicable.

April 4, 2017

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total	
1			Project Name			
2			Command and Control			
3	1	SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$2,920.00	\$2,920.00	
4	1	SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$5,013.00	\$5,013.00	
5	1	SFCD-W25	COMMANDER WARRANTY, 11 TO 25 USER	\$707.00	\$707.00	
6	1	BSH	BASE STN. RADIO, VHF	\$2,538.00	\$2,538.00	
7	1	SFCDCLNT	COMMANDER TCP/IP CLIENT - 5 SEATS	\$3,599.00	\$3,599.00	
8			Equipment			
9	1	10A4	CABLE, 75' PL259 MALE & ADPT	\$221.00	\$221.00	
10	1	AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$114.00	\$114.00	
11	8	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$5,961.00	\$47,688.00	
12	8	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$111.00	\$888.00	
13	8	10A3	CABLE, 25' PL259 MALE & ADPT	\$187.00	\$1,496.00	
14	3	508-128	Electro-mechanical rotating siren, 128 dB(C), 500Hz	\$8,057.00	\$24,171.00	
15	32	IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	\$117.00	\$3,744.00	
16	9	OMNI-4	ANTENNA, 152-156MHZ VHF	\$330.00	\$2,970.00	
17	1	ES-FREIGHT	ES-FREIGHT	\$3,930.00	\$3,930.00	
18			Services/Installation			
19	3	TK-I-FCTCTR-CU	FCT Control Install, Custom Per Spec	\$1,825.00	\$5,475.00	
20	1	TK-I-BASANT	Antenna Installation using Std. OMNI/YAGI Model Parts	\$1,368.00	\$1,368.00	
21	1	TK-I-ENDRPKGK	Encoder & Radio Install	\$1,452.00	\$1,452.00	
22	1	TK-5-FULOPTPGK	Includes one each of System Optimization and these training sessions: Operation, Administrator & Maintenance	\$3,444.00	\$3,444.00	
23	5	TK-IO-CUSTINS	Install, Custom	\$5,825.00	\$29,125.00	
				Total Weight:	Total:	\$140,863.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to accept Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including r conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be ad Terms sheet.

Delivery: 8-10 Weeks
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
Services - Net 30 Days, as completed

Proposed By: Rick Van Dyn Hoven
Company: Emergency Communication Systems
Address: N4696 Vine Rd.
City, State, Zip: Freedom, WI 54130
Country: USA



FEDERAL SIGNAL
Safety and Security Systems

Protecting people and our planet

2645 Federal Signal Drive
University Park, Illinois 60484-0971
800.548.7229
alertnotification.com

Contact Name: Mike Willmas
Customer: Sheboygan
2026 New Jersey
Address: Ave.
City: Sheboygan
Country: USA
Office Phone: 920-207-9742

State: WI

Zip: 53081

Reference quote no. on your order

E-mail: michael.willmas@sheboyganwi.co

Mobile Phone:

Quotation No.: ANS

40417101627

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
Delivery schedule cannot be established until radio information is supplied, if applicable.

Work Phone 920-585-4000

Fax:

Approved By: Andrew Labahn

April 4, 2017
Signature

Purchase order MUST be made out to:

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

III

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

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a replacement 40 Horsepower thickened sludge pump for the 3 Meter Gravity Belt Thickener the Wastewater Treatment Plant.

WHEREAS: The Regional Wastewater Treatment Facility is in need of a replacement thickened sludge pump for the 3 Meter gravity Belt Thickener at the plant and;

WHEREAS: The pump specifications were developed and presented to several Different Manufacturers of 40 HP Progressing Cavity Pumps. The Wastewater Facility has determined that the pump with the lowest purchase cost meets all of the specifications. The City received four bids with the low bid being received from L.W Allen of Madison, WI.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with L.W Allen Inc. of Madison WI for the purchase of one Netzsch 40 HP Progressing Cavity pump in the amount of \$ 27,310.00 including Freight.

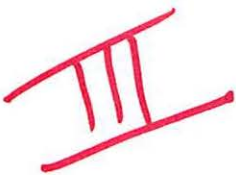
BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$27,310.00 on Account # 60138300-524115 in payment of same.

Pub. Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 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

III
Res. No. - 17 - 18. By Alderperson Donohue. May 1, 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 5 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 3.00 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.

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

Jim Pers.

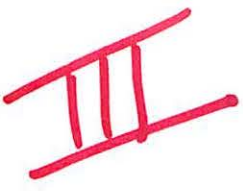
authorized and empowered, in the name of the city to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the city pursuant to this resolution. The Mayor and clerk of the city will perform all necessary 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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Bray Architects for Phase Two Project Implementation for the City Hall remodeling design, development, construction documents including bidding and negotiation as well as construction management.

WHEREAS, the Common Council adopted the Building Use Committee recommendation R.C. 437-16-17 on April 17, 2017, to proceed with remodeling City Hall with options 1 and 2 being considered as outlined in the committee report but consider Options 6-7-8 if City Hall remodeling isn't viable.

WHEREAS, the City contracted with Bray Architects for Phase 1 preliminary programming and space needs analysis. The contract has a Phase 2 provision for the Project Implementation for the City Hall remodeling design, development, construction documents including bidding and negotiation as well as construction management

WHEREAS, the American Institute of Architects (AIA) standard form of agreement between owner and architect prescribes the fee structure for Phase 2 at six percent of the City Hall contract for addition/renovation at which Option 1 is \$666,000 and Option 2 is \$510,000.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Bray Architects for the City Hall remodeling design, development, construction documents including bidding and negotiation as well as construction management.

BE IT FURTHER RESOLVED: that the appropriate City Officials are to draw funding in the amount of \$666,000 to \$510,000.

PubWorks

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



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the second day of October in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

and the Architect:
(Name, legal status, address and other information)

Bray Associates Architects, Inc.
Post Office Box 955
Sheboygan, Wisconsin 53082-0955
Telephone Number: (414) 226-0200

for the following Project:
(Name, location and detailed description)

Project Number 3245
City of Sheboygan
City Hall located at 828 Center Avenue, Sheboygan, Wisconsin.

Architectural and engineering services including the following phases:

Phase 1 – Architectural Programming Space Analysis

Phase 2 – Project Implementation

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Exhibit A. Initial Information

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

See Exhibit A section A.1.4 for more detail on the preliminary schedule

- .2 Substantial Completion date:

See Exhibit A section A.1.4 for more detail on the preliminary schedule

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000.00 per claim
\$2,000,000.00 aggregate

.2 Automobile Liability

\$1,000,000.00

.3 Workers' Compensation

Each Accident \$500,000.00
Disease – Each Employee \$500,000.00
Disease – Policy Limit \$500,000.00

.4 Professional Liability

\$2,000,000.00 per claim
\$2,000,000.00 aggregate

.5 Umbrella

The Architect maintains a commercial umbrella policy with the following limits:
\$5,000,000.00 each occurrence
\$5,000,000.00 aggregate
The policy underlies the General Liability, Automobile and Employer's Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Additional Services.

Architect's Basic Services shall include:

- Civil engineering
- Structural engineering
- Plumbing design and engineering
- Fire protection design and engineering
- Heating, ventilating and air conditioning (HVAC) design and engineering
- Electrical design and engineering
- Technology wiring design
- Security system design- e.g. card readers, closed circuit television, etc.

init.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:37:07 on 10/06/2015 under Order No.1626119630_1 which expires on 10/07/2015, and is not for resale.
User Notes:

(1988661328)

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Phase 1 Architectural Programming Space Analysis services are outlined in Exhibit B.

§ 3.1.8 Phase 2 Project Implementation services are outlined in 3.2, 3.3, 3.4, 3.5 and 3.6 below.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall ~~review the program and other information furnished by the Owner, assist the Owner in creation / verification of the program,~~ and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of ~~study models,~~ perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

Init.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

Init.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal; (4) awarding and preparing contracts for construction based on the Owner's legal and risk management counsel approving of the final contracts.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

~~**§ 3.5.3 NEGOTIATED PROPOSALS**~~

~~**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Init.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:37:07 on 10/06/2015 under Order No.1626119530_1 which expires on 10/07/2015, and is not for resale.
User Notes:

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming(B202™-2009)	Architect	Included in basic services
§ 4.1.2 Multiple preliminary designs	Architect	Included in basic services
§ 4.1.3 Measured drawings	Owner – Completed with Previous Consultant	
§ 4.1.4 Existing facilities surveys	Owner – Completed with Previous Consultant	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Included in basic services
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Included in basic services
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design(B252™-2007)	Architect	Included in basic services
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Cost estimating	Architect	Included in basic services
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation(B207™-2008)	Architect (bi-weekly)	Included in basic services
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Included in basic services
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:37:07 on 10/06/2015 under Order No. 1626119830_1 which expires on 10/07/2015, and is not for resale.
User Notes:

§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally Environmentally responsible design	Architect	Included in basic services
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	
§ 4.1.28	Audiovisual equipment design and engineering	Not Provided	
§ 4.1.29	Security system design and engineering services	Architect	Included in basic services
§ 4.1.30	Acoustical design	Not Provided	
§ 4.1.31	Environmental analysis and abatement	Owner, if required	
§ 4.1.32	Department of Natural Resources permitting	Owner, if required	
§ 4.1.33	Wetland delineation	Owner if required	
§ 4.1.34	Bureau of Endangered Resources (BER) Review	Owner, if required	
§ 4.1.35	Chapter 30 Permitting	Owner, if required	
§ 4.1.36	Notice of Intent (NOI) application and supporting documentation	Owner, if required	
§ 4.1.37	Archeological and/or historical studies	Owner, if required	
§ 4.1.38	Geothermal conductivity analysis	Owner, if required	
§ 4.1.39	Geothermal ground source design and engineering (e.g. bore field or pond)	Owner, if required	
§ 4.1.40	Detailed roof survey and building envelope analysis, e.g. roofing systems, exterior façade, windows, thermal imaging, etc.	Not Provided	
§ 4.1.41	Digital building energy modeling beyond basic analysis required to meet requirements of agencies having jurisdiction over the Project	Not Provided	
§ 4.1.42	Detailed life cycle cost analysis of building systems and / or finishes, e.g. mechanical systems, electric systems and lighting, floor finishes, etc.	Not Provided	
§ 4.1.43	Services associated with building commissioning	Not Provided	
§ 4.1.44	Design of non-conventional or deep foundation systems – e.g. piling, caissons, aggregate piers, structural slab on grade, etc.	Not Provided	
§ 4.1.45	Storm water management calculations and report	Not Provided	
§ 4.1.46	Storm water management design	Architect	Included in basic services
§ 4.1.47	Boundary and / or topographic surveys	Owner	
§ 4.1.48	Soil borings and other geotechnical services	Owner	
§ 4.1.49	Traffic impact studies	Owner, if required	
§ 4.1.50	Design of public roadways, streets, intersections or traffic signals (design of private / on site circulation is included in base fee)	Not Provided	
§ 4.1.51	Municipality, utility and other impact fees	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Description of scope of Architect’s services provided in Article 3.

Int.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:37:07 on 10/06/2015 under Order No.1626119630_1 which expires on 10/07/2015, and is not for resale.
User Notes:

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients; recipients shall be provided as Basic Services;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; Owner shall be provided as Basic Services;
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing shall be provided as Basic Services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

Int.

- .2 every other week () visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

Init.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work ~~is provided in Initial Information, shall be determined during Phase 1~~ and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive ~~bidding, market or negotiating bidding or market~~ conditions. Accordingly, the Architect cannot and does not warrant or represent that ~~bids or negotiated bid~~ prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the ~~Bidding or Negotiation~~ Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide ~~bid or negotiated proposal, bid,~~ the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or ~~renegotiating~~ negotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

Int.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Phase 1: Architectural Programming Space Analysis:

Compensation shall be a fixed fee in the amount of Eighteen Thousand Dollars (\$18,000.00). Fifty percent (50%) of the Phase 1 fee will be invoiced after completion of needs assessment, and final fifty percent (50%) shall be invoiced after completion of the final report.

Phase 2: Project Implementation:

The final scope and budget for the Cost of the Work will be determined in Phase 1 and 2. The following percentage of construction costs scale for calculation of Architect's compensation shall be based on the following:

Init.

COST OF THE WORK:	NEW CONSTRUCTION	ADDITION/RENOVATION
Under \$1,000,000.00	7.75%	8.25%
\$1,000,000.00 to \$3,000,000.00	7.00%	7.50%
\$3,000,000.00 to \$5,000,000.00	6.25%	6.75%
\$5,000,000.00 to \$10,000,000.00	5.75%	6.00%
\$10,000,000.00 and above	5.25%	5.50%

During Phase 2, the Architect shall be compensated for the design of:

- unaccepted additive alternates,
- accepted deductive alternates, and
- aspects of the Project designed but removed from the Project through value engineering or similar processes.

Compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5, based on (1) the lowest bid, or (2) if no such bids are received, the most recent estimate of the Cost of the Work prepared by the Architect for such portions of the Project.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional services shall be provided upon prior written approval of the Owner of such services, and the cost thereof to the Owner. The Architect shall provide a written proposal for Additional Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Additional services shall be provided upon prior written approval of the Owner of such services, and the cost thereof to the Owner. The Architect shall provide a written proposal for Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be ~~the amount invoiced to the Architect plus~~ percent (~~—~~%), or as otherwise stated below:

Additional services shall be provided upon prior written approval of the Owner for such services, and the cost thereof to the Owner. The Architect shall provide a written proposal for Additional Services.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or bid, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:37:07 on 10/06/2015 under Order No. 1626119630_1 which expires on 10/07/2015, and is not for resale.
User Notes:

(1968661328)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
<u>Principal in Charge</u>	<u>\$150.00</u>
<u>Design Architect</u>	<u>\$130.00</u>
<u>Associate / Architect</u>	<u>\$110.00</u>
<u>Architect</u>	<u>\$ 95.00</u>
<u>Onsite Construction Administrator</u>	<u>\$ 90.00</u>
<u>Specification Writer</u>	<u>\$ 90.00</u>
<u>Interior Designer</u>	<u>\$ 90.00</u>
<u>Building Information Modeler</u>	<u>\$ 75.00</u>
<u>Graphic Designer</u>	<u>\$ 50.00</u>
<u>Administrative Support</u>	<u>\$ 40.00</u>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- ~~.10 Site office expenses; and~~
- .11 Other similar Project-related ~~expenditures~~ expenditures approved by the Owner.

The estimate for Phase 1 reimbursable expenses is approximately \$500.00. Phase 2 expenses cannot be estimated, as these expenses are directly related to the size, cost and complexity of the Project.

Direct owner expenses shall include the following:

- Fees paid for securing approval of authorities having jurisdiction over the Project
- Boundary and / or topographic survey
- Soil borings and other geotechnical services
- Storm water management report and / or calculation fees
- Traffic impact studies (if required)
- Environmental analysis and abatement – e.g. contaminated soils, buried tank, asbestos, lead, etc.
- Archeological studies
- Services associated with building commissioning
- Municipality, utility and other impact fees
- Wisconsin Department of Natural Resources or other similar environmental permitting

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (110 %) of the expenses incurred.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:37:07 on 10/06/2015 under Order No.1626119630_1 which expires on 10/07/2015, and is not for resale.
User Notes:

(1968661328)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

No compensation due.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

8.00% eight percent per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Optional / Enhanced Services:

The following are not included in the basic services, but can be provided if requested:

- Audio visual design.
- Design, specification, inventory of existing and / or selection of furnishings and loose equipment, e.g. systems office furniture, library shelving and furniture, etc.
- Design of public roadways, streets, intersections or traffic signals (design of private / on-site circulation is included in base fee).
- Leadership in Energy and Environmental Design (LEED) documentation to include registration of the project and all documentation associated with the building portion of the required LEED submittal.
- Geothermal conductivity analysis and / or design of geothermal HVAC system and associated ground source – e.g. bore field or pond.
- Life cycle cost analysis of building systems and/or finishes – e.g. mechanical systems, electrical systems and lighting, floor finishes, etc.
- Digital building energy modeling beyond basic analysis required to meet requirements of agencies having jurisdiction over the Project.
- Detailed roof survey and building envelope analysis – e.g. roofing systems, exterior façade, windows, thermal imaging, etc.
- Design of non-conventional / deep foundations systems – e.g. pilings, caissons, aggregate piers, structural slab on grade, etc.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

Init.

§ 13.2 This Agreement is comprised of the following documents listed below:

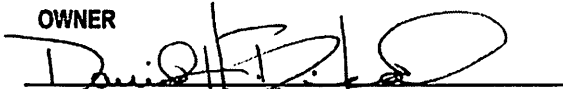
- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if ~~completed, or the following:~~
completed.:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

AIA Document B101 – 2007 Exhibit A, Initial Information
Exhibit B, Phase I Architectural Programming Space Analysis Process

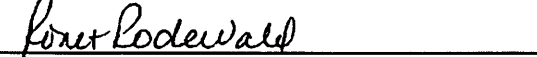
This Agreement entered into as of the day and year first written above.

OWNER


(Signature)

DAVID H. FIESEL, DIRECTOR OF DFV
(Printed name and title)

ARCHITECT


(Signature)

Ronet Rodewald
Director of Finance
(Printed name and title)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronet Rodewald, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:37:07 on 10/06/2015 under Order No. 1626119630_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Ronet Rodewald
(Signed)

DIRECTOR OF FINANCE
(Title)

OCTOBER 6, 2015
(Dated)



Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

Project Number 3245
Sheboygan City Hall
828 Center Avenue
Sheboygan, Wisconsin 53081

THE OWNER:
(Name, legal status and address)

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

THE ARCHITECT:
(Name, legal status and address)

Bray Associates Architects, Inc.
Post Office Box 955
Sheboygan, Wisconsin 53082-955

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Phase I services shall determine the Owner's program. The purpose for this program analysis is to develop recommendations and cost estimates to repair, restore and/or improve the building and/or develop alternatives with building new or additions to existing structures to house the occupants of City Hall.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined during Phase 1.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

To be determined during Phase 1.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Preliminary Schedule: The City's goal for occupancy in late 2018 or early 2019 is reasonable and should allow sufficient time to solicit significant input and to explore numerous concepts prior to committing to a final design. The planning and design process must allow time to explore design options, resolve potential issues, develop creative and cost effective solutions, and meet the expectations of all stakeholders. The following is a preliminary schedule:

Phase 1:
Project initiation: Early October 2015
Existing data review: November 2015
Needs assessment: November 2015 through January 2016
Conceptual design: January through March 2016
Final report: April 2016

Upon Owner's approval, Architect shall proceed with Phase 2 - Project Implementation:

Project re-initiation: November 2016
Design development: November 2016 through January 2017
Community input/work session: January 2017
Construction documents: February 2017 through July 2017
Bidding and award: August through September 2017
Construction and close out: September 2017 through November 2018

*It may be advantageous (if possible) to either move the commencement of construction to the late spring of 2017 or delay it to the spring of 2018 to avoid winter construction costs that would be required with a fall of 2017 construction start.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Historic preservation and / or restoration may be required if Phase 1 determines that remaining in the current building is the best direction.

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

David H. Biebel
Director of Public Works
City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Init.

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Matthew Wolfert, AIA, LEED AP
President
Bray Associates Architects, Inc.
173 North Broadway
Milwaukee, Wisconsin 53202

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

To be determined

.2 Heating, Ventilating and Air Conditioning (HVAC) Engineer

Fredericksen Engineering, Inc.
12308 Corporate Parkway
Mequon, Wisconsin 53092

.3 Electrical Engineer, Technology Wiring Design, Security System Design

Muermann Engineering, LLC
116 Fremont Street
Kiel, Wisconsin 53042-0235

.4 Civil Engineer

Kapur & Associates, Inc.
7711 North Port Washington Road
Milwaukee, Wisconsin 53217

§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

Init.



AIA[®]

Document E201™ – 2007

Digital Data Protocol Exhibit

This Exhibit is incorporated into the accompanying agreement (the "Agreement") dated the second day of October in the year Two Thousand Fifteen.
(In words, indicate day, month and year-~~year~~)

BETWEEN:

(Name, address and contact information, including electronic addresses)

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AND:

(Name, address and contact information, including electronic addresses)

Bray Associates Architects, Inc.
Post Office Box 955
Sheboygan, Wisconsin 53082-0955
mwolfert@brayarch.com

~~for~~ For the following ~~Project:~~ Project Number:
(Name and location or address)

Bray Project Number 3245
City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

~~TABLE OF ARTICLES~~

Init.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

~~§ 1.2.1 Digital Data.~~ **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

~~§ 1.2.2 Confidential Information.~~ **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

~~§ 1.2.3 Written or In Writing.~~ **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1 Project Agreements and Modifications	PDF	O/A/C	EMA	O/A/C	S/R	#1
§ 3.1.2 Project communications				C		
General communications	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Meeting notices	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Agendas	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Minutes	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Requests for information	PDF/W	O/A/C	EMA	O/A/C	S/R/I/M	#1
Other:						
§ 3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
Design Development Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
Construction Documents	PDF	A	EMA/CD/FTP	O/C	S/R	#1
§ 3.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF	A	EMA/CD/FTP	O/C	S	#1
Drawings	PDF	A	EMA/CD/FTP	O/C	S	#1
Specifications	PDF	A	EMA/CD/FTP	O/C	S	#1
Other:						
§ 3.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	W/PDF	C	EMA/CD/FTP	A/O	R/I/M	#1
Returned by Architect	W/PDF	A	EMA/CD/FTP	O/C	R/I/M	#1
Shop drawings						
Submitted by Contractor	W/PDF	C	EMA/CD/FTP	A/O	R/I/M	#1
Returned by Architect	W/PDF	A	EMA/CD/FTP	O/C	R/I/M	#1
Other submittals:						
§ 3.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	W/PDF	A	EMA/CD/FTP	O/C	S/R	#1

Init.

<u>Requests for proposal</u>	<u>W/PDF</u>	<u>A</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/C</u>	<u>S/R</u>	<u>#1</u>
<u>Proposal</u>	<u>W/PDF</u>	<u>A</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/C</u>	<u>S/R</u>	<u>#1</u>
<u>Modification communications</u>	<u>W/PDF</u>	<u>A/O/C</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/C</u>	<u>S/R</u>	<u>#1</u>
<u>§ 3.1.8 Project payment documents</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA</u>	<u>O/A/C</u>	<u>S/I</u>	<u>#1</u>
<u>§ 3.1.9 Notices and Claims</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA</u>	<u>O/A/C</u>	<u>S/I</u>	<u>#1</u>
<u>Other:</u>						
<u>§ 3.1.10 Closeout documents</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA/CD/</u> <u>FTP</u>	<u>O/A/C</u>	<u>S/R/I</u>	<u>#1</u>
<u>Record documents</u>	<u>PDF</u>	<u>A/O/C</u>	<u>EMA/CD</u> <u>FTP</u>	<u>O/A/C</u>	<u>S/R/I</u>	<u>#1</u>

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

Data Format:

(Provide required data format, including software version.)

W .doc, Microsoft® Word

PDF .pdf, Adobe® Acrobat Reader compliant

Transmitting Party:

O Owner

A Architect

C Contractor

Transmission Method:

EM Via e-mail

EMA As an attachment to an e-mail transmission

CD Delivered via Compact Disk

PS Posted to Project Web site

FTP FTP transfer to receiving FTP server

Receiving Party:

O Owner

A Architect

C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only

R Reproduce and distribute

I Integrate (incorporate additional digital data without modifying data received)

M Modify as required to fulfill obligations for the Project

Init.

AIA Document E201™ – 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:39:43 on 10/06/2015 under Order No. 1626119630_1 which expires on 10/07/2015, and is not for resale.

User Notes:

(1885688151)

Notes:

(List by number shown on table.)

#1 Editable .dwg, .dxf, .rvt or any other CAD compliant file type will be communicated at the discretion of the Architect. All communication and use of such files is done at the sole risk of the user. Architect shall bear no liability and be held harmless for modifications or interpretations of such documents.

Int.

AIA Document E201™ – 2007. Copyright © 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:39:43 on 10/06/2015 under Order No.1626119630_1 which expires on 10/07/2015, and is not for resale.


User Notes:

(1885688151)

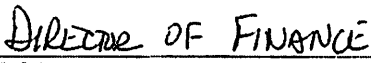
Certification of Document's Authenticity

AIA® Document D401™ – 2003

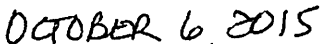
I, Ronet Rodewald, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:39:43 on 10/06/2015 under Order No. 1626119630_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E201™ – 2007, Digital Data Protocol Exhibit, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)



(Title)

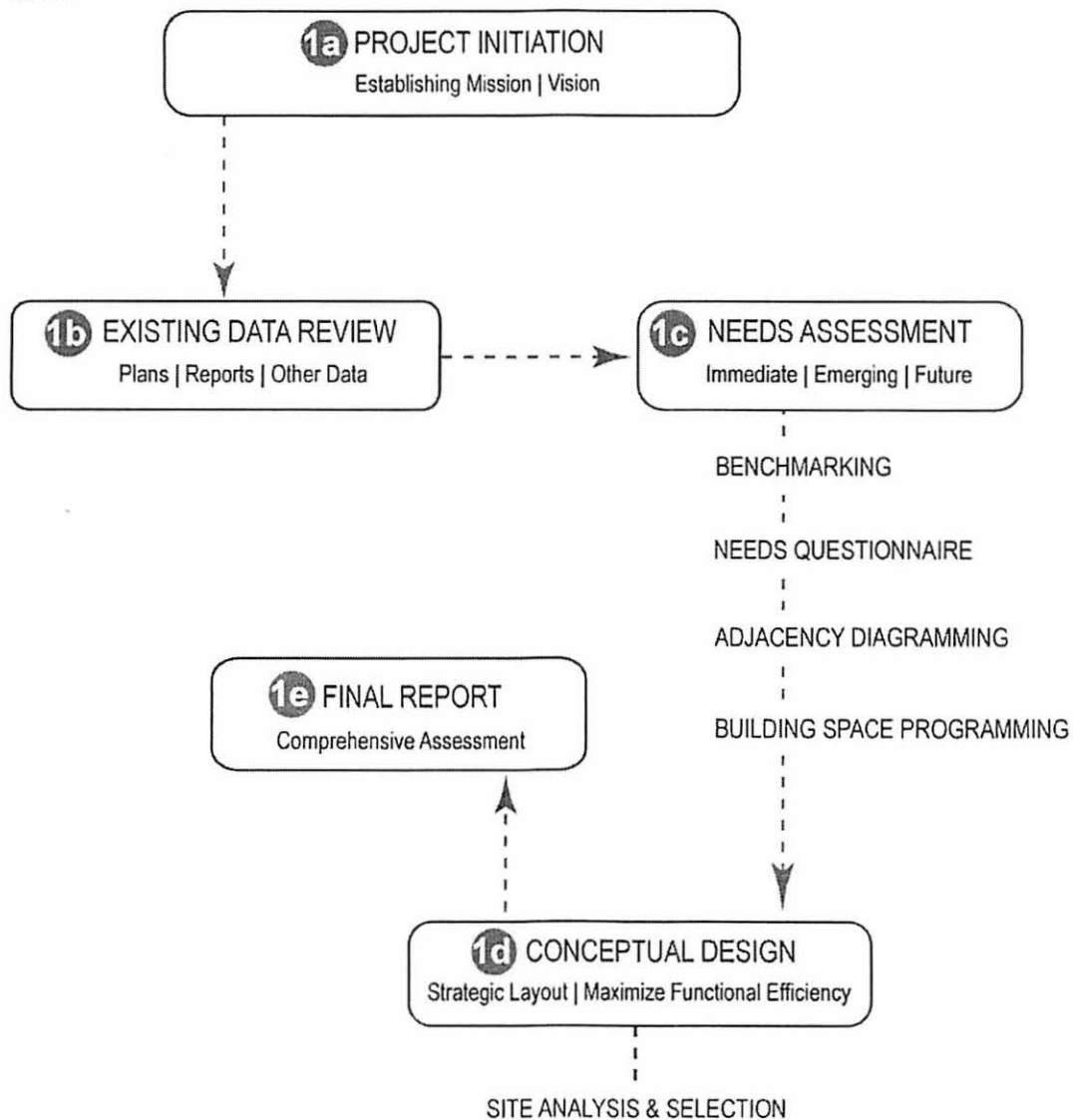


(Dated)

The following needs assessment process has been developed by Bray Architects and implemented on hundreds of public sector building projects. The goal is to provide a structured approach to determine the building needs for today, while creating flexibility for the future to accommodate both emerging trends and future requirements.

This proven approach is only successful because of our team's strong belief in, and desire to, listen and respond to our clients. Each community or department we engage in the planning and design process has a unique set of needs and our approach to defining those needs is not precisely predetermined. This approach is therefore a guide which will be adapted appropriately to your specific project.

Phase One



1a Project Initiation | Establishing Mission and Vision

Goals

- Establish a decision making structure/approach
- Define the vision and objectives
- Establish or confirm City's and Department's day-to-day contact
- Determine schedule with critical reporting or funding dates
- Gather existing information - e.g. drawings, past studies

Process

Bray Architects proposes that a steering committee be established to initiate the needs assessment process and to participate throughout the study in guiding the team's efforts. Through a project initiation meeting Bray Architects would define its needs assessment approach, tools, and methods; and identify more completely all aspects/operations to be included in a new or expanded facility.

It is Bray Architects' intent to utilize the committee at key points throughout the needs assessment process to both report progress and review and consider information and issues coming forth from the study process and their impact on the direction of the team's work.

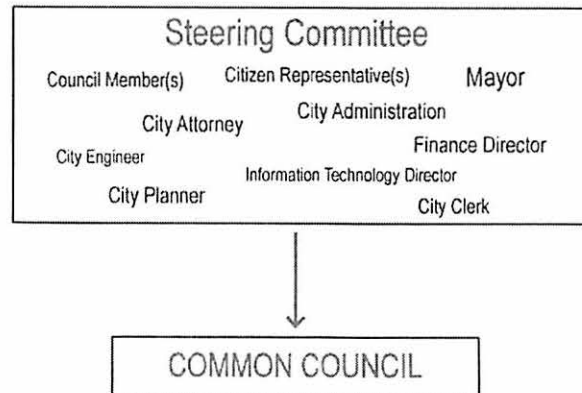
Deliverables

- Project or study mission statement
- City and design team project directory
- Preliminary schedule
- Study goals / expectations

Steering Committee Approach

In our experience, the best way to establish the inter-relationship between administration, department leadership, staff, user groups and community would be to involve them in a steering committee.

The Steering Committee consists of elected officials, citizens, city leadership, union representatives, financial personnel, etc. The Steering Committee is the group that is ultimately responsible to make a recommendation to the Common Council.



1c Needs Assessment | Immediate, Emerging and Future

Goals

- Identify comparable communities and/or facilities to use as bench marks when evaluating space needs
- Establish quantity, size and unique requirements of individual spaces
- Define departmental structure and establish proper relationships between spaces through diagramming
- Document immediate, emerging and future needs in a written building space program

Process

Bray Architects will utilize a proven process to determine not only the current needs but also the emerging and future needs of each affected department.

This highly interactive process relies heavily upon an open dialogue between department leaders and the design team. The result is not just a listing of the number and size of spaces, but a written and graphic depiction of how each department should ideally be arranged.

A unique, and highly important component of our process, is the use of a detailed needs questionnaire. The quantity and size information from the needs questionnaire are translated into the final space program while the adjacency requirements and other specialized requirements of the spaces are documented for use during future phases.

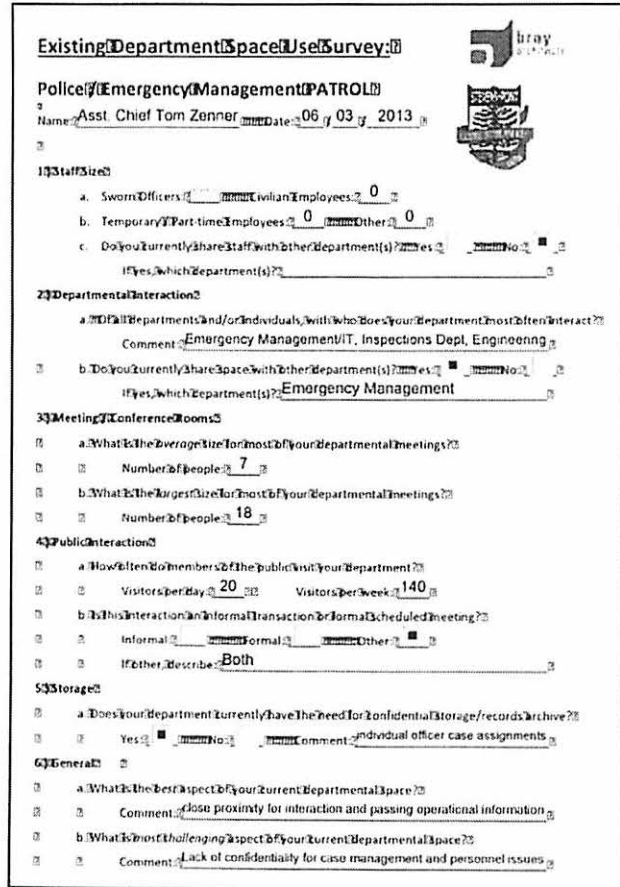
Deliverables

- Summary of benchmarking studies
- Responses to needs questionnaire
- Diagrams identifying interdepartmental adjacency and overall building requirements
- Final space program identifying immediate, emerging and future needs

Graphic Approach to Assessing Needs

The images below and on the following pages exemplify the graphic approach that we believe greatly enhances not only the accuracy and validity of the needs assessment, but also puts our owners in a position to better understand the types, sizes and technical requirements of the proposed spaces early in the planning process.

Needs Questionnaire



Existing Department Space Use Survey

Police/Emergency Management (PATROL)

Name: Asst. Chief Tom Zenner Date: 06/03/2013

1) Staff Size

a. Sworn Officers: 0 Civilian Employees: 0

b. Temporary/Part-time Employees: 0 Other: 0

c. Do you currently share staff with other department(s)? Yes No
If Yes, which Department(s)? _____

2) Departmental Interaction

a. Do all Departments and/or Individuals, with whom does your Department most often interact?
Comment: Emergency Management/IT, Inspections Dept, Engineering

b. Do you currently share space with other Department(s)? Yes No
If Yes, which Department(s)? Emergency Management

3) Meeting/Conference Rooms

a. What is the average size for most of your Departmental meetings?
Number of people: 7

b. What is the largest size for most of your Departmental meetings?
Number of people: 18

4) Public Interaction

a. How often do members of the public visit your Department?
Visitors per Day: 20 Visitors per week: 140

b. Is this interaction an informal transaction or formal/scheduled meeting?
Informal: Formal: Other:
If either, describe: Both

5) Storage

a. Does your Department currently have the need for confidential storage/records/archive?
Yes: No: Comment: individual officer case assignments

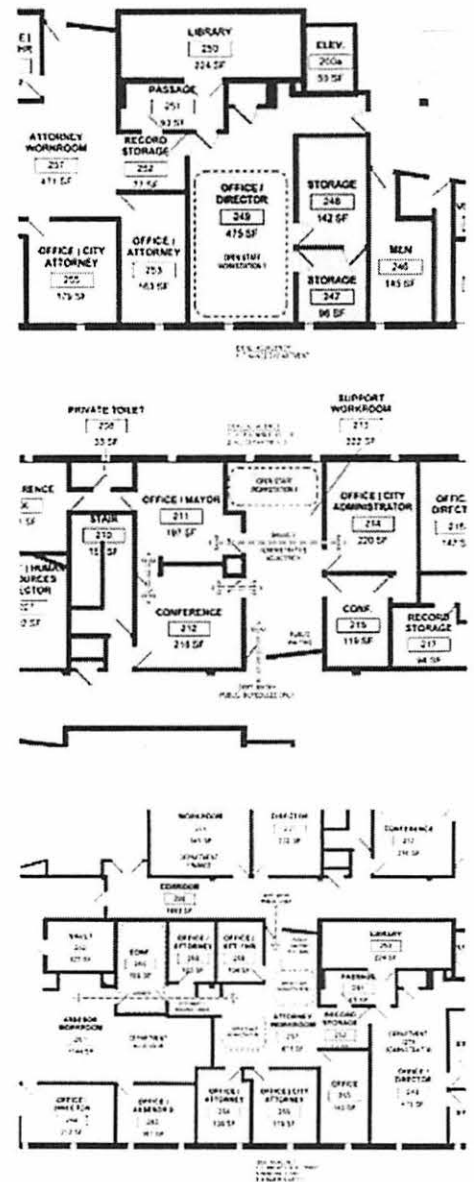
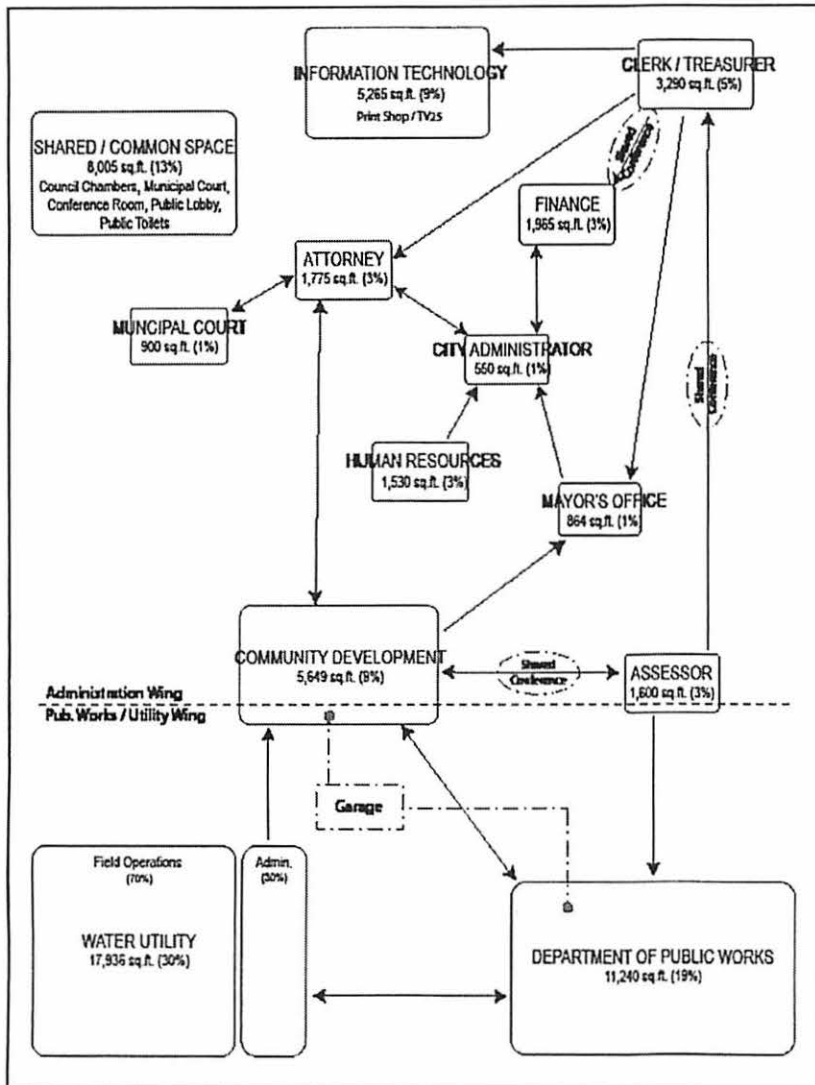
6) General

a. What is the best aspect of your current Departmental space?
Comment: close proximity for interaction and passing operational information

b. What is most challenging aspect of your current Departmental space?
Comment: Lack of confidentiality for case management and personnel issues

1c Needs Assessment | Immediate, Emerging and Future

Adjacency Diagramming



1d Conceptual Design | Strategic Layout / Maximize Functional Efficiency

Site Analysis & Selection

Goals

- Document current condition of existing site
- Review site utility capacities to determine future expansion capabilities
- Review general condition of existing infrastructure - e.g. asphalt, concrete, drainage, landscaping, etc.

Process

Bray Architects, along with civil engineers, will conduct a detailed analysis of the existing site. Existing conditions will be documented and estimations of the anticipated remaining useful life of site utilities and infrastructure will be prepared.

The information gathered during the site assessment phase will be of great value when considering how reuse of the existing site will affect the proposed new building.

Deliverables

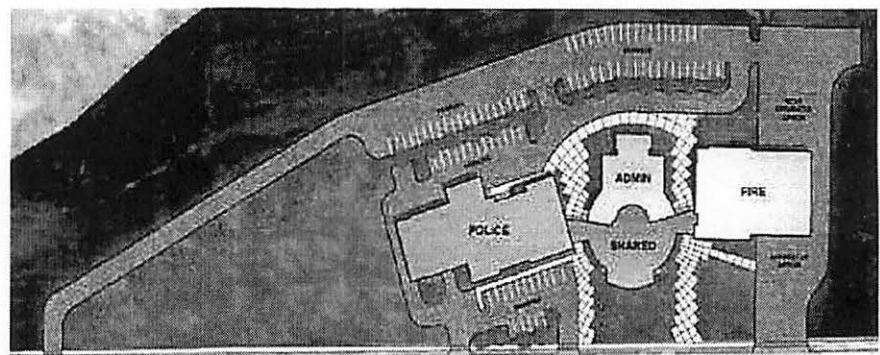
- Written reports on existing site infrastructure
- Photographic documentation of current site deficiencies for use in communicating why replacement is needed
- Preliminary construction cost estimates for recommended site utility and infrastructure upgrades

Importance of Site Analysis / Site Selection

The availability of quality sites for construction of new or renovated facilities becomes more challenging as our communities continue to grow. The analysis of existing site conditions, or the evaluation of potential new sites, is more important than ever as site design and construction has become the most strictly monitored aspect of any building project.

Bray Architects understands the importance of existing site analysis or new site selection to establish the basis for a successful project. Existing site conditions can dramatically impact costs and usability - making it important to fully understand these issues before committing to a site.

Best Contribution	Score	Weight	Total	Final Rating	Notes
Site "A"	100	1.0	100	100	...
Site "B"	80	1.0	80	80	...
Site "C"	60	1.0	60	60	...



1e Final Report | Comprehensive Assessment

Goals

- Document the extensive efforts undertaken to arrive at a recommended facilities master plan
- Provide a comprehensive document that community leader's reference for years to come when faced with a facilities question
- Establish and document a long term vision that is supportable by the departments being affected and by the community
- Present the findings and recommendations of the needs assessment to the public in a concise, yet comprehensive, document

Process

The preparation of the final report is the culmination of all of the activities undertaken during the needs assessment process.

Members of the planning committee are asked to review the draft report to verify that it accurately reflects the process undertaken.

The final report is presented to the City Council which is typically followed by an open dialogue to ensure members' questions can be answered.

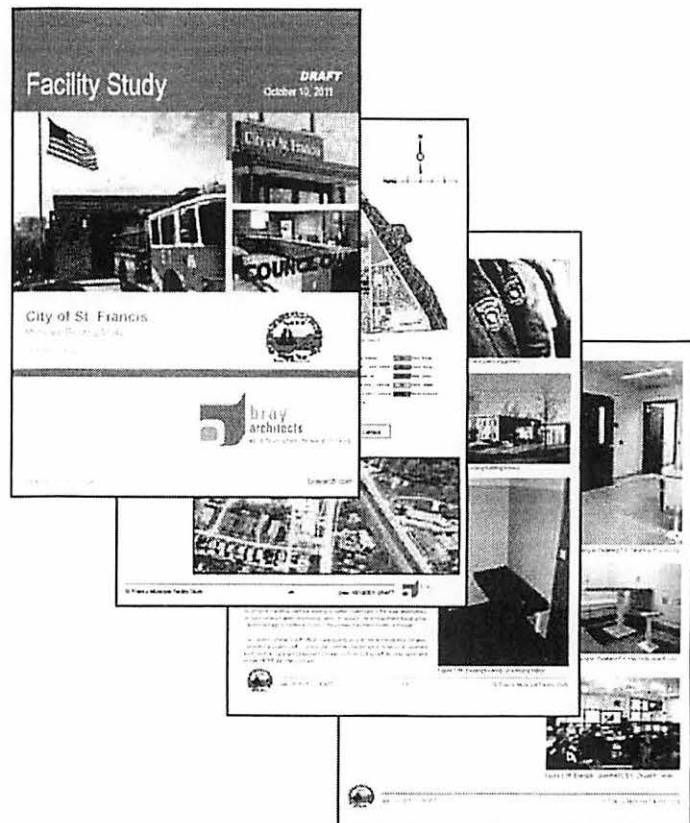
Deliverables

- Final report containing an executive summary and recommendations on how to proceed
- Final report will be supported by all of the deliverables listed in phases 1a-1d of the needs assessment process
- Presentation of final report

Final Report | A Master Plan for Future Development

The main objective of the final report is to provide elected officials and public administrators with a comprehensive document that is utilized to make facilities decisions related to the immediate, emerging and future needs of a community.

The recommendations contained within the final report will be supported by a proven process, a detailed review of existing buildings and sites, and detailed cost information prepared by the architectural/engineering team.



III

Res. No. _____ - 17 - 18. By Alderperson Belanger. May 1, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for 2017 Bituminous Resurfacing Program.

WHEREAS: One bid was received in response to bid #2407-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Vinton Construction, Manitowoc, WI \$2,304,846.53

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Vinton Construction Company for 2017 Bituminous Resurfacing Program in the amount of \$2,304,846.53 and are authorized to draw funds from the following accounts:

47633140-631200	\$2,111,563.53
60134110-631400	\$160,303.00
10133140-530290	\$32,980.00

In payment of same.

Pub Works

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 Belanger. May 1, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for 2017 Sewer Lining.

WHEREAS: Two Bids were received in response to bid #2408-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Visu-Sewer, Pewaukee, WI	\$728,880.93
Michels Corporation, Brownsville, WI	\$883,068.10

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Visu-Sewer, Pewaukee, WI for 2017 Sewer Lining in the amount of \$728,880.91 and are authorized to draw funds from the following accounts:

60134110-631400	\$411,364.85
47633140-631200	\$272,616.08
10133150-530290	\$44,900.00

In payment of same.

Pubworks -

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. May 1, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2017 Budget for the purposes of:

Establish appropriation for parking lot improvements in Tax Increment District 12

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Tax Increment District 12 Debt Service Unreserved Fund Balance 312-253000	Tax Increment District 12 Construction Land Improvements 42261100-611200	\$300,000

Establish appropriation for land acquisition by the Redevelopment Authority. The funds will be advanced from the General Fund and repaid with interest

General Fund Unreserved Fund Balance 101-253000	Redevelopment Authority Fund Land Acquisition 29561100-611100	\$500,000
---	---	-----------

Fin/Per

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

Dated _____ 20__ . _____, City Clerk

Approved _____ 20__ . _____, Mayor

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. May 1, 2017.

Your Committee to whom was referred, pursuant to R. C. No. 422-16-17 and R. O. No. 261-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends that Beverage Operator's license #1368 be denied based upon his failure to accurately reveal all relevant convictions on his license application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee.

neg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. May 1, 2017.

Your Committee to whom was referred R. C. No. 422-16-17 and R. O. No. 261-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends that Taxi Cab driver license #0545 be denied based upon his failure to accurately reveal all relevant convictions on this license application, his record of violations related to the licensed activity, and his record as a repeat law violator.

neg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

5.13

R. C. No. 422- 16 - 17. By LAW AND LICENSING. April 17, 2017.

Your Committee to whom was referred R. O. No. 261-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends referring to the Law and Licensing Committee of the new Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1368	Galstad, Brennan M.	519 N. 27 th St.

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0545	Koch Jr., David G.	611 N Water St., #309

*Lo & L. of
new Council
(see attached)*

Susan J. Hyslop
Chairman

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

IV

II

Other Matters

8.4

R. O. No. 261 - 16 - 17. By CITY CLERK. March 20, 2017.

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

Law & Lic

4/5/17 - grant all licenses except Brower, Brunner, Evans, Galstad, Krajniak, Koch.

4/17 - grant Brunner, Brower, Evans, send Krajniak to Council with no recommendation or refer to Council (Koch)

5/1/17 - deny Galstad & Koch

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3248	Seeboth Delicatessen	1501 S. 8 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1342	Brower, James L.	2219 Indiana Ave.
6999	Brunner, Jeremy M.	1113 S. 10 th St.
1354	Colby, Frederick W.	1331 Bluff Ave.
0627	Daane, Aleyda A.	N3287 St. Hwy 32, Sheb. Falls
1340	Dessart, Emmie M.	710 Buffalo St., Sheb. Falls
1361	Evans, Jennica M.	519 N. 27 th St.
1352	Faucher, Staceyann	2242 Lake Aire Dr.
1368	Galstad, Brennan M.	519 N. 27 th St.
7004	Halada, Kimberly A.	813 Huron Ave.
1401	Hietala, Jason P.	914 Kentucky Ave.
1398	Krajniak, Squire G.	1332 N. 15 th St.
1349	Mata, Mallory A.	2304 Cooper Ave.
1393	Maurin, Trevor J.	1924 S. 11 th St.
1378	Riasat, Khurum D.	628 W. Riverside Dr. Lower, Kohler

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William David	4454 S. 8 th St.
0545	Koch Jr., David G.	611 N Water St., #309
1338	Rodriguez Acosta, Samuel M.	1547 N. 20 th St.

III

IV

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. May 1, 2017.

Your Committee to whom was referred R. C. No. 425-16-17 and R. O. No. 287-16-17 by the City Clerk, submitting license application for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends denying Taxi Cab Driver's License #1430 based upon his failure to accurately reveal all relevant convictions on his license application, his record of violations related to the licensed activity, and his record as a repeat law violator.

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

VI

5.16

R. C. No. 425- 16 - 17. By LAW AND LICENSING. April 17, 2017.

Your Committee to whom was referred R. O. No. 287-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends referring documents to Law and Licensing Committee of the new Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1420	Manning, Nancy C.	728 Oad Tree Rd.

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1430	Torres, Gregory Moses C.	3431 N. 10 th St., #322

*List of
new Council*

Susan Gabelschud _____
Roseanne Hester _____

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. 287 - 16 - 17. By CITY CLERK. April 5, 2017.

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

Law & Lic.
4/17/17 - grant all licenses except hold/ refer to R+D of new Council.
5/1/17 - deny Torres & grant Manning

City Clerk

SIDEWALK CAFE LICENSE (April 14, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8 th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1420	Manning, Nancy C.	728 Oad Tree Rd.
1448	Raut, Sangita	100 Evans Court #C, Sheb. Falls
1437	Schaalma, Megan L.	2407 N. 22 nd St.
1449	Schwochert, Roxanne R.	W5729 Garton Rd., Plymouth
1441	Staaben, Jeffrey P.	1339 Carl Ave.
1416	Stevens, Angela K.	1438 S. 9 th St.
1403	Valencia, Jose L.	75 Rubina Ln. #5, Fond du Lac

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1413	Brotz, James E.	2403 S. 8 th St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
0926	Jaber, Ali M.	1207 Kentucky Ave.
1414	Schueffner, Steven	3822 S. 14 th St.
1430	Torres, Gregory Moses C.	3431 N. 10 th St., #322

8.5

III

178

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL. May 1, 2017.

Your Committee to whom was referred Res. No. 245-16-17 by Alderperson Wolf awarding the sale of \$5,000,000 General Obligation Promissory Notes, Series 2017A; recommends the Resolution be passed.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

Res. No. 245 - 16 - 17. By Alderperson Wolf. April 17, 2017.

A RESOLUTION AWARDING THE SALE OF \$5,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A.

WHEREAS, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution on April 5, 2017 (the "Set Sale Resolution"), authorizing the issuance of general obligation promissory notes for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2017 Capital Improvement Plan, including the acquisition of motor vehicles, fire engines, and other equipment, building repairs and renovations, and bridge and street improvements (the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell general obligation promissory notes designated "General Obligation Promissory Notes, Series 2017A" (the "Notes") to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on May 1, 2017;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on May 1, 2017;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

Finance
of the new
Council.



NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale of the City and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION DOLLARS (\$5,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2017A"; shall be issued in the aggregate principal amount of \$5,000,000; shall be dated May 15, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2026 and thereafter shall be subject to redemption prior to maturity, at

the option of the City, on April 1, 2025 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2017 through 2026 for payments due in the years 2018 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,000,000 General Obligation Promissory Notes, Series 2017A, dated May 15, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money

remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City

certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary

Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

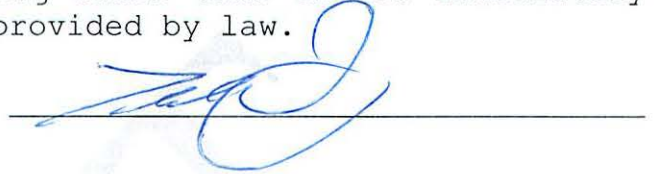
To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2017.

Dated May _____, 2017. _____, City Clerk

Approved May _____, 2017. _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2017A

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:

April 1, _____ May 15, 2017 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for

that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2017 Capital Improvement Plan, including the acquisition of motor vehicles, fire engines, and other equipment, building repairs and renovations, and bridge and street improvements, as authorized by resolutions adopted on April 5, 2017 and May 1, 2017. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on April 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The

Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Notes to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and

interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____,
Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

VI

R. C. No. - 17 - 18 . By FINANCE AND PERSONNEL. May 1, 2017.

Your Committee to whom was referred R. O. No. 296-16-17 by City Plan Commission and Res. No. 246-16-17 by Alderperson Belanger approving an amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin; recommends the Resolution be passed.

reg.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.5

R. O. No. 296 - 16 - 17. By CITY PLAN COMMISSION. April 17, 2017.

Your Commission to whom reviewed and discussed the attached resolution at the regular meeting of the City Plan Commission, April 11, 2017, and after due consideration recommends the attached resolution be referred to the Finance Committee of the new Common Council.

*Finance
of new Council.*

Director of Planning and Development

02
71

02
71



III

Res. No. 246 - 16 - 17. By Alderperson Belanger. April 17, 2017.

A RESOLUTION approving an amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 13 (the "District") was created on October 18, 2005; and

WHEREAS, on April 11, 2017, the City of Sheboygan Plan Commission met and held a public hearing on:

- (i) The proposed amendment of a tax incremental district to provide development incentives to The Founder's Club, LLC.
- (ii) To allow for the District to share surplus increments with Tax Incremental District 16 under the provisions of Section 66.1105, Wisconsin Statutes; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afforded interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and

*Finance of
New Council*

WHEREAS, such amended Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
- b) An economic feasibility study;
- c) A detailed list of estimated project costs;
- d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e) A map showing existing boundaries of the district that were originally approved in the October 18, 2005 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:


1. The boundaries of the "Tax Incremental District 13, City of Sheboygan".
2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.
3. The Amended Project Plan for "Tax Incremental District 13, City of Sheboygan" (attached) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), Wisconsin Statutes.

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


Gen. Ord. No. - 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.

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____.

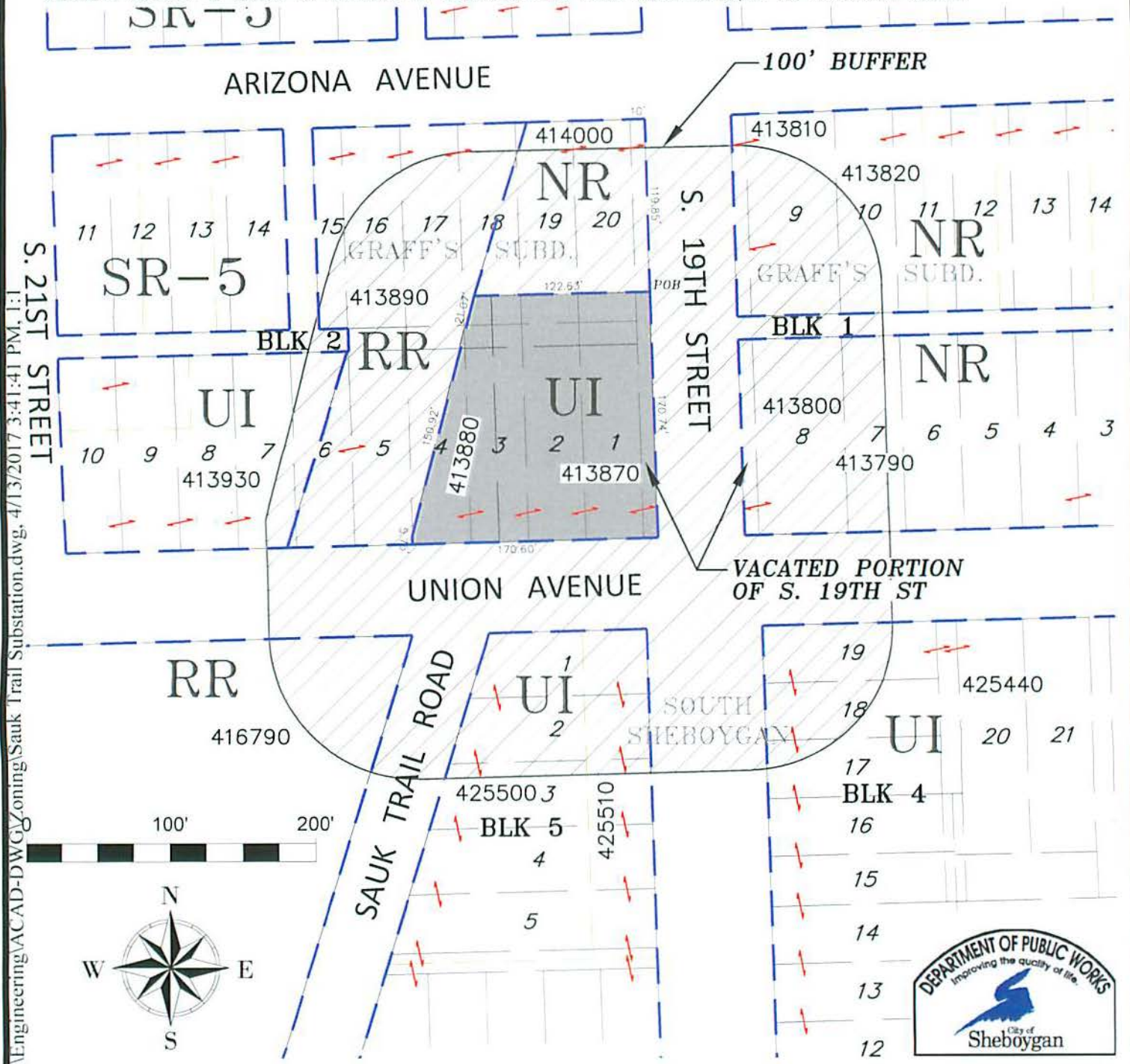
Dated _____ 20____. _____, City Clerk

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, 4/3/2017 3:41:41 PM, 1:1




Gen. Ord. No. - 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.

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____.

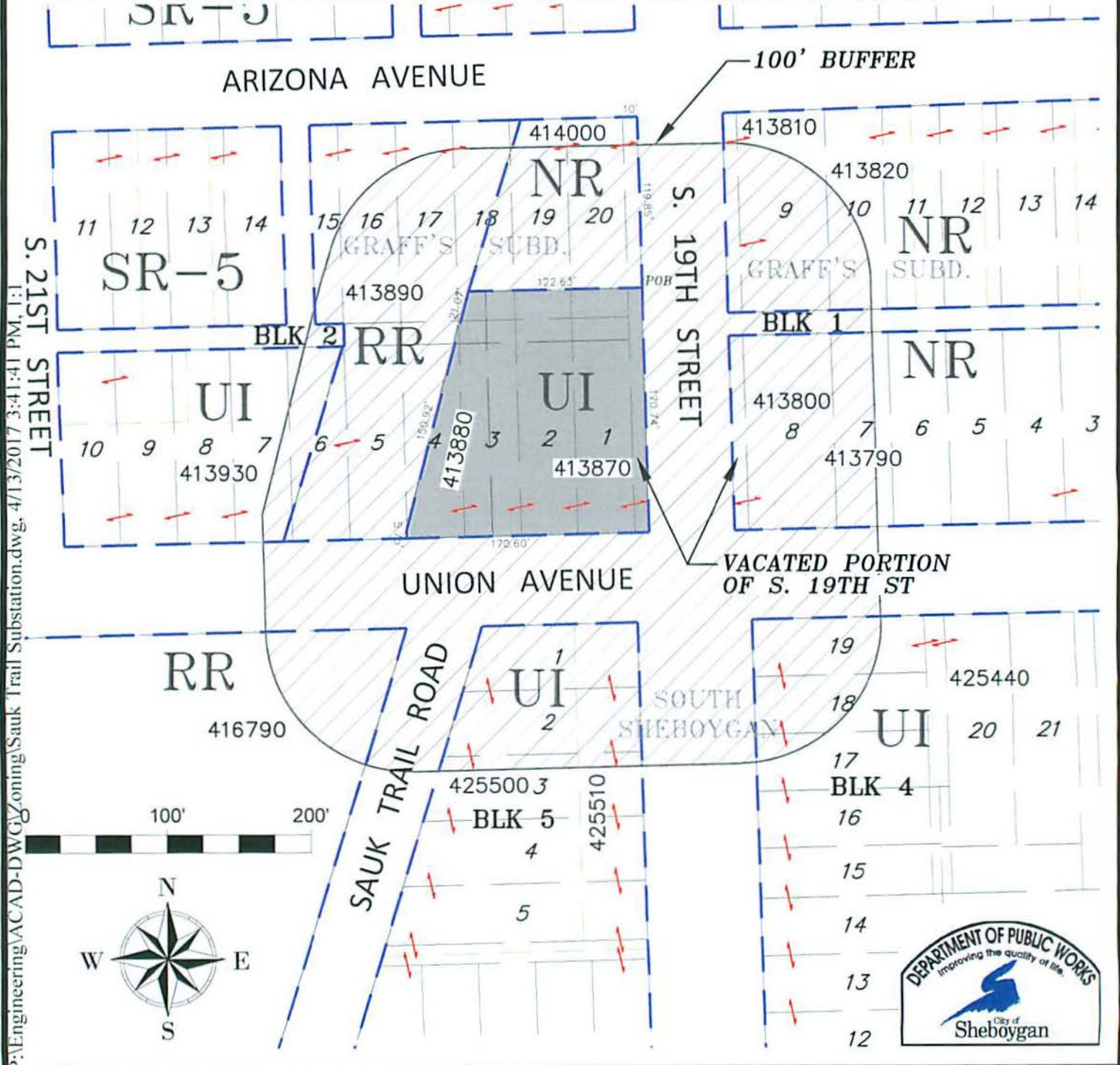
Dated _____ 20____. _____, City Clerk

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, 4/13/2017 3:41:41 PM, J.L.



II

R. O. No. _____ - 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.

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.