ATTACHMENTS

CITY OF SHEBOYGAN

TWENTY-FOURTH REGULAR COUNCIL MEETING MINUTES

Monday, March 20, 2017

ALDERPERSONS PRESENT:
Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 15.
ALDERPERSONS EXCUSED:
Rosemarie Trester - 1

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

1.4 RESIGNATIONS - None

1.5 MAYOR'S APPOINTMENTS - None

1.6 PUBLIC FORUM - Rachel Laboarde, Jose Araujo, Brett Drews, Anna Desantos and Bob Heck spoke.

PRESENTATION - "Update on City's 2016 Sustainable Initiatives" by Chad Pelishek, Director of Planning and Development

The following document was pulled forward:

6.6 R. C. No. 363-16-17 by Public Protection and Safety to whom was referred Res. No. 200-16-17 by Ald. Hou-Seye having the Council direct the Sheboygan Police, its Chief and Officers to obey and follow Federal Law in detaining Illegal Aliens and other undocumented individuals until they can be transferred to the custody of U. S. Homeland Security, whenever in the normal exercise of their duties they come across individuals who cannot provide proof of U.S. citizenship; recommends that the documents be filed. ACCEPT AND ADOPT TO FILE DOCUMENTS

MOTION TO FILE THE DOCUMENTS

Motion by Todd Wolf, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

2. HEARINGS

2.1 Hearing No. 17-16-17 regarding an ordinance repealing and recreating Sect. 15.915 of the City's Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

MOTION TO CLOSE HEARING
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

2.2 Hearing 18-16-17 for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 1.

MOTION TO CLOSE HEARING
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

2.3 Hearing 19-16-17 for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 2.

MOTION TO CLOSE HEARING
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

2.4 Hearing No. 20-16-17 for confirming the exercise of police power in making an assessment for those benefits properties against which assessments are proposed for Parking Assessment District 4.

MOTION TO CLOSE HEARING
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

2.5 Hearing No. 21-16-17 for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 5.

MOTION TO CLOSE HEARING
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3. CONSENT AGENDA

3.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES.
Resolution: MOTION TO ACCEPT AND ADOPT ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

MOTION TO ACCEPT AND ADOPT ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.2 R. O. No. 260-16-17 by the City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.3 R. O. No. 248-16-17 by Sheboygan Sustainable Task Force recommending that the Common Council adopt the Green Tier Annual Report for 2016. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.4 Res. No. 217-16-17 by Ald. Wolf confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 1. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.5 Res. No. 218-16-17 by Ald. Wolf confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 2. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.6 Res. No. 219-16-17 by Ald. Wolf confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 4. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.7 Res. No. 220-16-17 by Ald. Wolf confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 5. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.8 Res. No. 221-16-17 by Ald. Draughon accepting the 2016 Green Tier Annual Report and recommends the document be submitted to the Wisconsin Dept. of Natural Resources. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes

Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.9 R. C. No. 354-16-17 by Finance to whom was referred R. O. No. 240-16-17 by the City Clerk submitting a communication from Sheboygan Squared requesting the City release all funds collected on behalf of the Harbor Centre BID and that those funds be allocated to them for fiscal 2017; recommends that the documents be accepted and adopted and to approve the request. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.10 R. C. No. 355-16-17 by Finance to whom was referred R. O. No. 241-16-17 by the Dir. of Planning and Development submitting a request to use one of the City's free Blue Harbor Conference days to host the 2017 Wisconsin Downtown Action Council annual conference on Oct. 27, 2017; recommends accepting and adopting the documents and approving the request. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.11 R. C. No. 356-16-17 by Law and Licensing to whom was referred R. O. No. 246-16-17 by the City Clerk submitting various license applications; recommends granting licenses. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.12 R. C. No. 357-16-17 by Law and Licensing to whom was referred R. O. No. 223-16-17 by the City Clerk submitting license applications; recommends granting the licenses. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy

Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.13 R. C. No. 358-16-17 by Law and Licensing to whom was referred R. O. No. 230-16-17 by the City Clerk submitting license applications; recommends granting licenses. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.14 R. C. No. 364-16-17 by Public Protection and Safety to whom was referred Res. No. 209-16-17 (DIRECT REFERRAL) authorizing entering into contract for provision and installation of a Video Conferencing System for the Fire Dept.; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.15 R. C. No. 367-16-17 by Public Works to whom was referred Res. No. 214-16-17 by Ald. Belanger authorizing entering into contract with Excel Underground LLC, for underground utility locating service (Digger's Hotline Requests); recommends passing Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.16 R. C. No. 368-16-17 by Public Works to whom was referred Res. No. 215-16-17 by Ald. Belanger declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program for various streets; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

REFER TO COMMITTEE OF THE WHOLE
Motion by John Belanger, second by Bill Thiel.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

3.17 R. C. No. 369-16-17 by Public Works to whom was referred Res. No. 216-16-17 by Ald. Belanger authorizing entering into contract for Professional Services related to the design and project management of the replacement of the Main Electrical Switchgear for the Sheboygan Regional Wastewater Treatment Facility; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

4. REPORTS OF OFFICERS

4.1 R. O. No. 247-16-17 by the City Plan Commission to whom was referred Gen. Ord. No. 44-16-17 by Ald. Belanger and Wolf and R. O. No. 235-16-17 by the City Clerk for a petition for direct annexation by unanimous approval for property located in the Town of Sheboygan at 3009 N. 15th St.; recommends that the Ordinance be approved. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE
Motion by John Belanger, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

4.2 R. O. No. 250-16-17 by City Plan Commission to whom was referred Gen. Ord. No. 45-16-17 by Ald. Donohue and Hou-Seye to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change Land Use Classification of property located at 1031 Maryland Ave. from Employment to Central Mixed Use; recommends approving the Ordinance. LIES OVER TO APRIL 5TH

4.3 R. O. No. 249-16-17 by City Plan Commission to whom was referred Gen. Ord. No. 43-16-17 by Ald. Donohue and Hou-Seye and R. O. No. 236-16-17 by the City Clerk for an application from KCG Development, LLC, requesting an amendment of the Zoning Map from Classification UI Urban Industrial to Classification CC Central Commercial; recommends passing the Ordinance. LIES OVER TO APRIL 5TH

4.4 R. O. No. 251-16-17 by the City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012 and 2013, Number Forty-Three. FINANCE

4.5 R. O. No. 252-16-17 by the City Clerk submitting a Summons and Complaint in the matter of U. S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates v David J. Rosenthal et al. FINANCE

4.6 R. O. No. 253-16-17 by the Chief of Police submitting his quarterly report showing activities of the department for the period commencing 10-1-2016 and ending 12-31-2016. PUBLIC PROTECTION AND SAFETY

4.7 R. O. No. 254-16-17 by City Clerk submitting a communication from Christopher Riley requesting a waiver from the Sex Offender Residency restrictions in order to live at 1127 St. Clair Ave. PUBLIC PROTECTION AND SAFETY

4.8 R. O. No. 255-16-17 by the City Clerk submitting a communication from Christopher Gable requesting a waiver from the Sex Offender Residency restrictions in order to live at 1115 N. 10th St. PUBLIC PROTECTION AND SAFETY

4.9 R. O. No. 256-16-17 by the City Clerk submitting a communication from Pheuk Kue requesting a waiver from the Sex Offender Residency restrictions in order to live at 1707 N. 26th St. PUBLIC PROTECTION AND SAFETY

4.10 R. O. No. 257-16-17 by the City Clerk submitting a communication from Jesus Ruiz requesting a waiver from the Sex Offender Residency restrictions in order to live at TLP at either 1123/1125 N. 14th St. or 930A Michigan Ave., depending upon availability. PUBLIC PROTECTION AND SAFETY

4.11 R. O. No. 258-16-17 by the City Clerk submitting a communication from the Sheboygan Professional Firefighters International Association of Firefighters Local 483 regarding working the Sheboygan Fire Department management (staff) to create a plan that addresses the staffing concerns shared by the union, staff and Council. WHOLE

4.12 R. O. No. 259-16-17 by the City Clerk submitting a communication from Bryan P. Fleming requesting a waiver from the Sex Offender Residency restrictions in order to live at 2119 S. 8th St. PUBLIC PROTECTION AND SAFETY

5. RESOLUTIONS

5.1 Res. 222-16-17 by Ald. Wolf providing for the sale of approximately $5,000,000 General Obligation Promissory Notes, Series 2017A. FINANCE

5.2 Res. No. 223-16-17 by Ald. Wolf approving the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC. FINANCE

5.3 Res. No. 224-16-17 by Ald. Wolf authorizing a transfer of appropriations in the 2017 Budget for an advance to TID 16 for a parking study (establish appropriation for an advance of funds to TIF 16 for a parking study - the funds will be repaid with interest). FINANCE

5.4 Res. No. 225-16-17 by Ald. Thiel authorizing entering into contract for purchase, delivery, training and online "cloud" data archiving of a Digital Body-worn camera systems for the Police Dept. PUBLIC PROTECTION AND SAFETY

5.5 Res. No. 226-16-17 by Ald. Thiel authorizing entering into contract for provision and installation of a replacement Digital Dictation System for the Police Dept. PUBLIC PROTECTION AND SAFETY

5.6 Res. No. 227-16-17 by Ald. Holzschuh, Heidemann and Thiel directing the City Administrator to perform an internal study of the Fire Dept. related to staffing and scheduling concerns. WHOLE

5.7 Res. No. 228-16-17 by Ald. Belanger authorizing entering into contract for the painting and refinishing of steel railings along the North side of the Sheboygan River between the 8th Street Bridge and the U. S. Coast Guard Station. PUBLIC WORKS

5.8 Res. No. 229-16-17 by Ald. Belanger authorizing executing an Amendment between City of Sheboygan, State of Wisconsin, Dept. of Transportation and McMahon Associates for the North Avenue Road Project. PUBLIC WORKS

5.9 Res. No. 230-16-17 by Ald. Belanger authorizing entering into a contract for 2017 North 15th Street Paving. PUBLIC WORKS

5.10 Res. No. 231-16-17 by Ald. Belanger authorizing appropriate City Officials to apply for a grant from the Wis. Dept. of Natural Resources. PUBLIC WORKS

6. REPORTS OF COMMITTEES

6.1 R. C. No. 353-16-17 by Law and Licensing to whom was referred R. O. No. 223-16-17 by the City Clerk submitting various license applications; recommends denying Taxicab Driver's License application #1142 based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee. ACCEPT AND ADOPT

MOTION TO ACCEPT AND ADOPT
Motion by Susan Holzschuh, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

6.2 R. C. No. 359-16-17 by Law and Licensing who voted to recommend that the Common Council grant Alcohol Beverage License No. 3217-Park John's BBQ & Pizza (Aaron M. Sloma, Agent) an extension until June 12, 2017 to open for business. ACCEPT AND ADOPT

MOTION TO ACCEPT AND ADOPT
Motion by Susan Holzschuh, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy

Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

6.3 R. C. No. 360-16-17 by Public Works to whom was referred Res. No. 188-16-17 by Ald. Belanger, Bitters and Bohren pursuant to Section 110-37(3), Sheboygan Municipal Code, establishing a schedule of flat fees per foot to be levied as assessments for street improvements for the year 2017; recommends that the attached Substitute Resolution be passed. ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION
Motion by John Belanger, second by Bill Thiel.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

6.4 R. C. No. 361-16-17 by Finance to whom was referred Res. No. 197-16-17 by Ald. Wolf, Donohue, Belanger and Schneider authorizing a transfer of appropriations in the 2017 Budget (establish estimated revenue and appropriation for contracted services for park facilities and street improvements in the CDBG Grant Funds); recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

6.5 R. C. No. 362-16-17 by Public Protection and Safety to whom was refered Res. No. 199-16-17 by Ald. Thiel authorizing entering into contract for Architectural and Engineering Services associated with the reconstruction of the Fire Station #2 roof structure; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Bill Thiel, second by Susan Holzschuh.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

6.7 R. C. No. 365-16-17 by Finance to whom was referred Res. No. 212-16-17 by Ald. Wolf authorizing a transfer of appropriations in the 2017 Budget (establish appropriation for an advance of funds to the Redevelopment Authority for land acquisition - the funds will be repaid with interest; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

6.8 R. C. No. 366-16-17 by Finance to whom was referred Res. No. 213-16-17 by Ald. Wolf authorizing a transfer of appropriations in the 2017 Budget (establish appropriation for a development loan to The Founders Club); recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

6.9 R. C. No. 370-16-17 by Public Works to whom was referred Gen. Ord. No. 42-16-17 by Ald. Belanger and Thiel repealing and recreating Section 110-37 of the Municipal Code relating to special assessments for street construction and resurfacing; recommends that the Ordinance be passed. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION
Motion by John Belanger, second by Bill Thiel.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh - 14.
Nay: Job Hou-Seye - 1.

6.10 R. C. No. 371-16-17 by Finance to whom was referred a copy of Gen. Ord. No. 44-16-17 by Ald. Belanger and Wolf and a copy of R. O. No 235-16-17 by the City Clerk annexing territory to the City of Sheboygan.

File documents as they are a duplicate of documents
Motion by Jim Bohren, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

7. MATTERS LAID OVER

7.1 R. O. No. 229-16-17 by City Plan Commission to whom was referred Gen. Ord. No. 41-16-17 by Ald. Donohue, Wolf, Thiel, Belanger and Holzschuh for an ordinance repealing and recreating Sec. 15.915 of the City's Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan

Program from the Historic Preservation Commission; recommends that the Ordinance be passed. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE
Motion by John Belanger, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

7.2 Res. No. 211-16-17 by Ald. Wolf authorizing entering into contract for the purchase and delivery of 40 concrete planters for the downtown business district 8th Street corridor. PASS RESOLUTION

MOTION TO PASS RESOLUTION
Motion by Todd Wolf, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Andrew G Schneider, Susan Holzschuh, Tammy Rabe
Nay: Job Hou-Seye, Scott Lewandoske

8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

8.1 Res. No. 232-16-17 by Ald. Belanger authorizing entering into contract with Display Sales to purchase downtown Christmas decorations. PUBLIC WORKS

8.2 Res. No. 233-16-17 by Ald. Wolf authorizing accepting a grant from the Tony Hawk Foundation in the amount of $5,000 to be used towards the skate park project. FINANCE

8.3 Res. No. 234-16-17 by Ald. Wolf authorizing a transfer of appropriations in the 2017 Budget for salaries and benefits in the City Clerk's Dept. FINANCE

8.4 R. O. No. 260-16-17 by the City Clerk submitting various license applications. LAW AND LICENSING

9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN
Motion by Mary Lynne Donohue, second by Todd Wolf.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider, Susan Holzschuh

Generated by City Clerk Susan Richards on Tuesday, March 21, 2017

To Mayor Vandersteen and the members of the Sheboygan Squared Board.

I hereby resign my position as board member effective 3/21/2017 as I am no longer able to attend meetings due to personal concerns. I am grateful for having had the opportunity to serve on the board of this fine organization, I offer my best wishes for its continued success, and I look forward to working together in the future.

Sincerely,

William H. Holbrook

1
Ac & file

MAR 22 '17 PM 3:30

City of Sheboygan
spirit on the lake.

March 29, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 66-12-13 creating Section 2-419 of the Sheboygan Municipal Code relating to the position of Director of Information Technology (IT), we hereby recommend that Greg Vertelka be appointed as the Director of Information Technology (IT) for the City of Sheboygan effective immediately.

Signed:

Michael J. Vandersteen
Mayor

Signed:

Darrell Hofland
City Administrator

I suspend
I confirm

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

The appointment of Greg Vertelka to the position of Information Technology Director is submitted for your consideration.

Greg is a seasoned IT professional.

He holds a Masters Degree of Business Administration and A Bachelors of Science Degree in Business Administration, both from Cardinal Stritch University

And an Associates Degree in Mechanical Design from MATC.

Greg is also Six Sigma Green and Black Certified.

Prior to joining the City of Sheboygan, Greg held various IT leadership positions. Most recently, Greg worked with:

- HSA Bank as Senior Vice President, IT and Project Office
- Johnson Controls in Milwaukee as Global Director, Technology Center of Excellence
- GE Healthcare in Waukesha as Project Execution and Methodology Leader

Mike Vandersteen, Mayor

City of Sheboygan

I

Hearing No. _____ - 16 - 17. April 5, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan in order to change the Land Use Classification of the property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

All interested persons will now be heard.

Publish - March 17 and 24, 2017
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE SHEBOYGAN COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 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 Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18'east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

SUSAN RICHARDS
City Clerk

7.3

Gen. Ord. No. 45 - 16 - 17. By Alderpersons Donohue and Hou-Seye.
March 6, 2017.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Employment to Central Mixed Use.

Property located at 1031 Maryland Ave. (Parcel #505650)

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 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

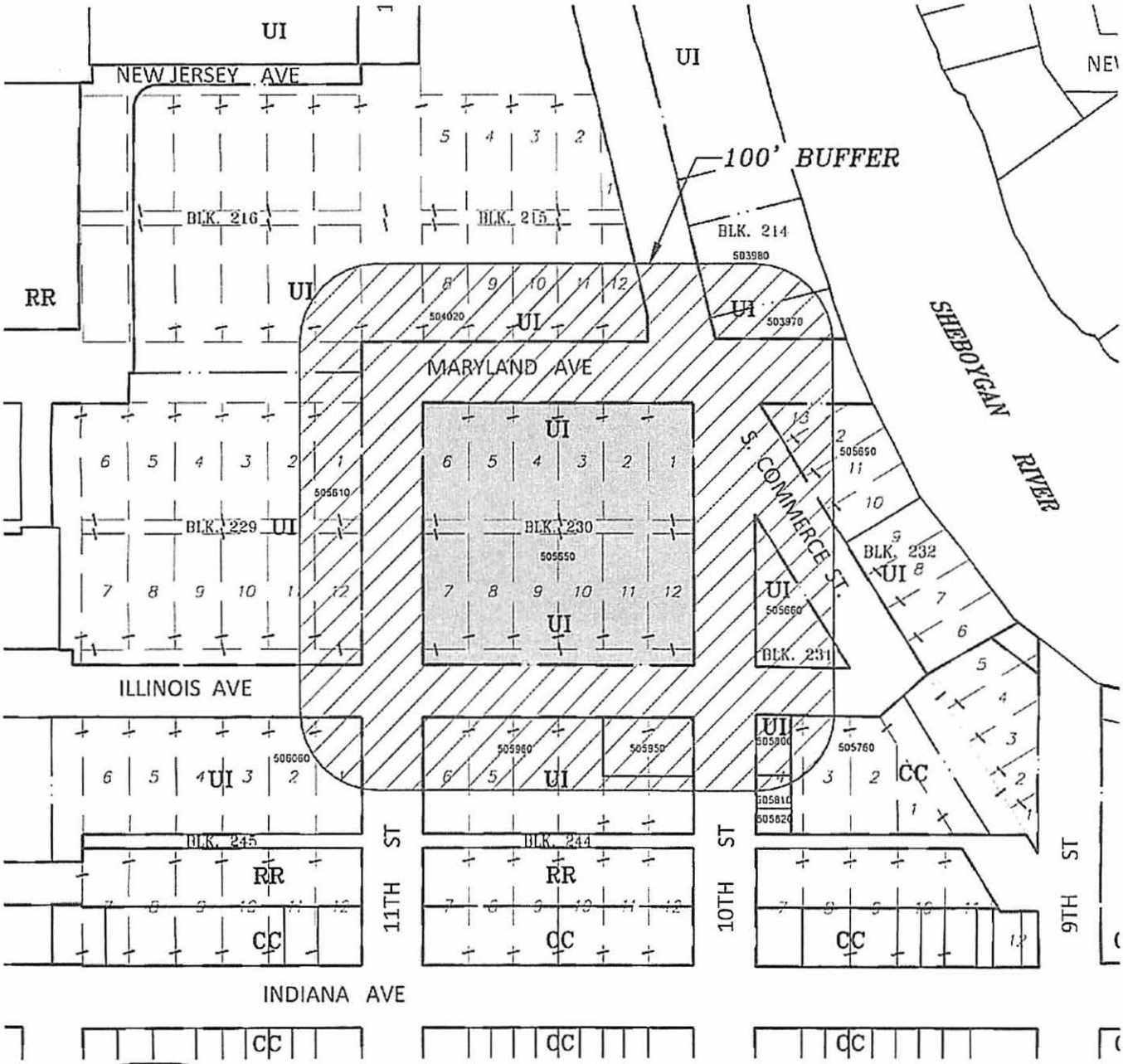
Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT

FROM EMPLOYMENT TO CENTRAL MIXED USE

SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW ¼ OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±

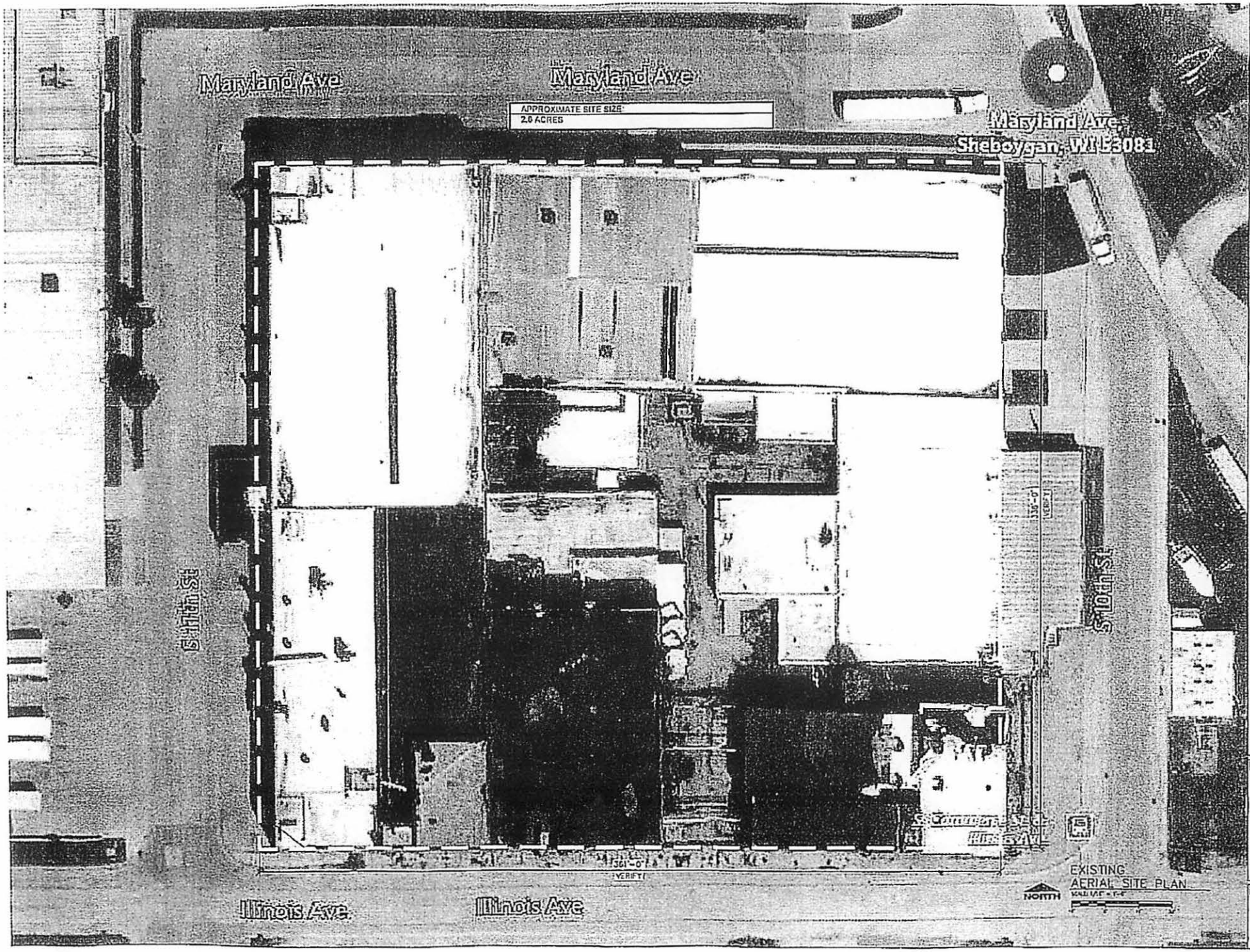


DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

KCG DEVELOPMENT

0 200' 400'

N W E S



EXCEL

PROJECT INFORMATION

KCG DEVELOPMENT

2017 WHEDA PRELIMS

1031 MARYLAND AVE • SHEBOYGAN, WI 53081

PRELIMINARY DATES

JAN 24 2017

NOT FOR CONSTRUCTION

SHEET INFORMATION

DEL SITE PLAN

1.5

City of
Sheboygan
spirit on the lake.

March 24, 2017

Dear Property Owner:

I wish to notify you that there will be public hearings held at 6:00 P.M., April 5, 2017, in the Council Chambers of the City Hall, 828 Center Ave., Sheboygan regarding the following:

An Amendment to the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to give persons an opportunity to be heard relative to the proposed amendment to the City's Future Land Use Map of the City's Comprehensive Plan in order to change the Land Use Classification of the property located 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use

AND

An Amendment to the Sheboygan Zoning Ordinance to give persons an opportunity to be heard relative to the proposed amendment to the City's Official Zoning Map in order to change the Use District Classification of the property located at 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

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

Yours very truly,

SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 100
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

www.sheboyganwi.gov

ROCKLINE INDUSTRIES INC.
PO BOX 1007
SHEBOYGAN WI 53082-1007

MATTHIAS, MICHAEL H.
& TERESA M.
823 S COMMERCE ST
SHEBOYGAN WI 53081-4958

DENBOER, JACOB
2613 S. 16TH ST.
SHEBOYGAN WI 53081-6249

SPRINGS HOMES LLC
W4620 COUNTY ROAD U
PLYMOUTH WI 53073-4727

WAVELAND HOLDINGS LLC
1337 N TAYLOR DR
STE 201
SHEBOYGAN WI 53081-3012

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
SHEBOYGAN WI 53081-5349

ROADSTER SHEBOYGAN LLC
1300 N 4TH ST
MILWAUKEE WI 53212-4005

DEEP 6 LLC
2635 N. 28TH ST.
SHEBOYGAN WI 53083-3702

MUTUAL REALTY OF
WISCONSIN LLC
PO BOX 130988
DALLAS TX 75313-0988

I

Hearing No. _____ - 16 - 17. April 5, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class UI Urban Industrial to Class CC Central Commercial Classification:

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

All interested persons will now be heard.

Publish - March 17 and 24, 2017
(Classified)

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., April 5, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UI Urban Industrial to Class CC Central Commercial Classification:

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18'east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

SUSAN RICHARDS
City Clerk

7.1

Gen. Ord. No. 43 - 16 - 17. By Alderpersons Donohue and Hou-Seye.
March 6, 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 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class CC Central Commercial Classification:

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20′ of Illinois Avenue adjacent to said Block 230 and the vacated 18′ east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 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.

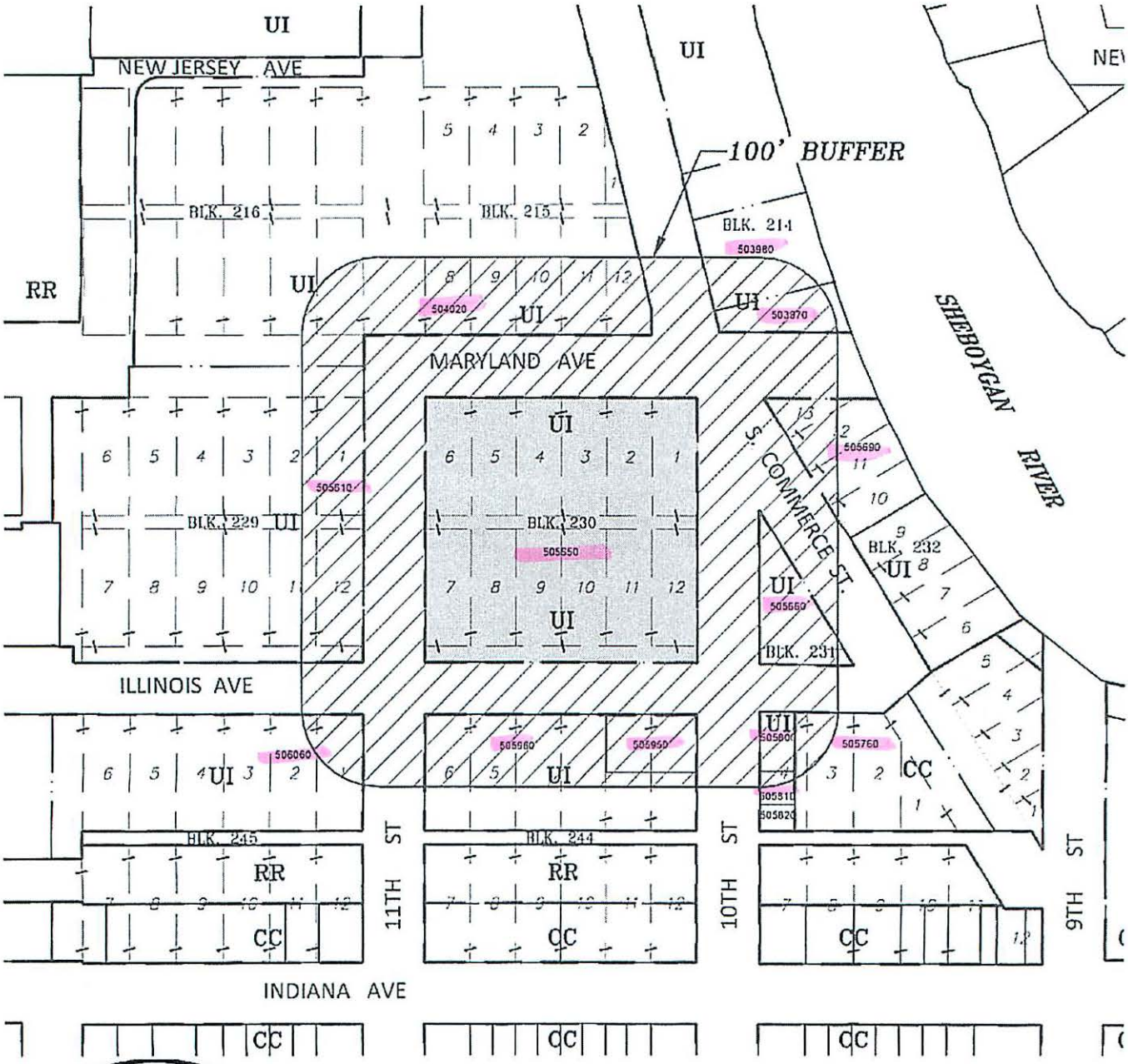
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL
SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW ¼ OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±

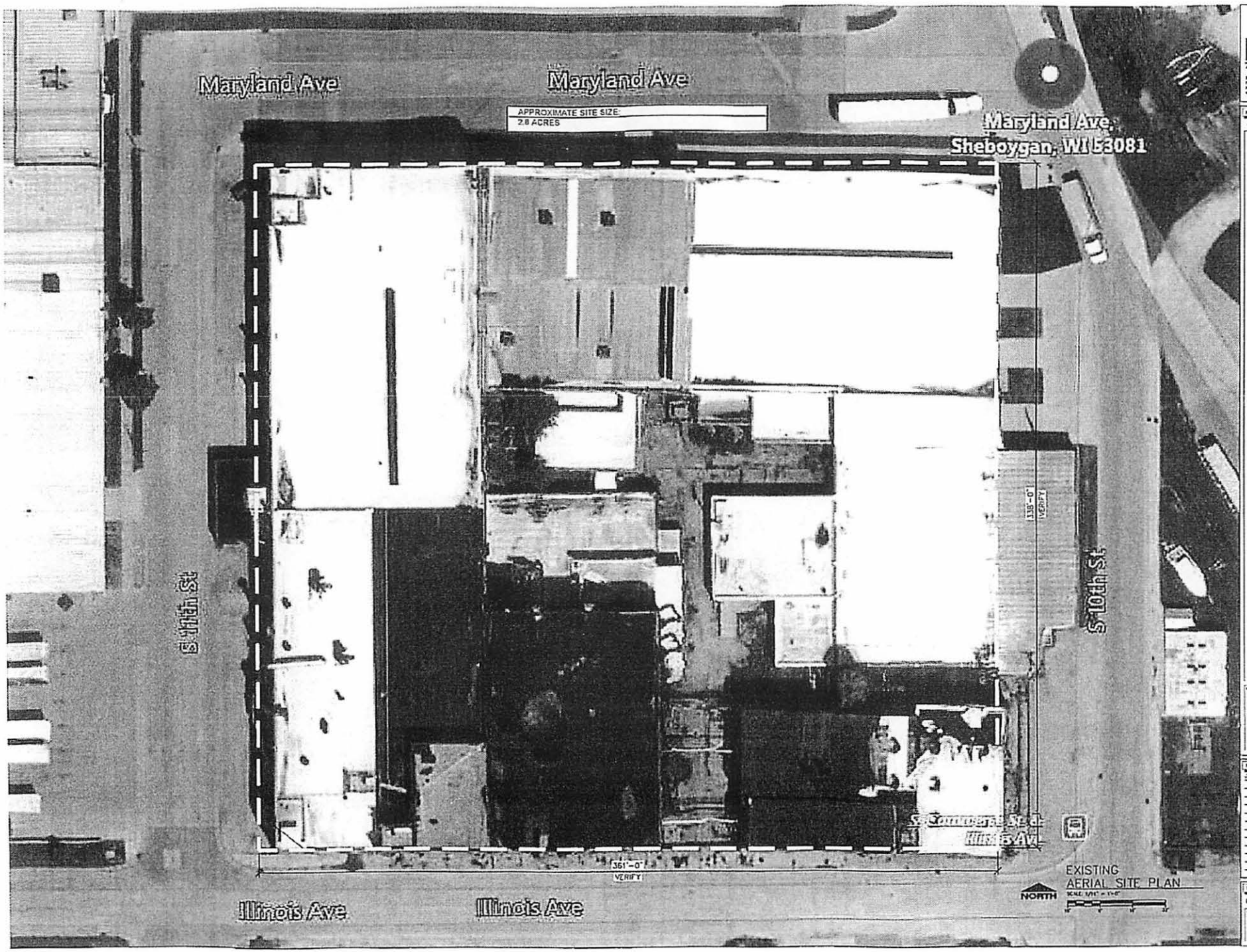


DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

KCG DEVELOPMENT

0 200' 400'

N W E S



EXCEL

PROJECT INFORMATION

KCG DEVELOPMENT

2017 WHEDA PRELIMS

1031 MARYLAND AVE • SHEBOYGAN, WI 53081

PRELIMINARY DATES

JAN 24 2017

NOT FOR CONSTRUCTION

SHEET INFORMATION

EXIST. SITE PLAN

1.5

City of
Sheboygan
pirit on the lake.

March 24, 2017

Dear Property Owner:

I wish to notify you that there will be public hearings held at 6:00 P.M., April 5, 2017, in the Council Chambers of the City Hall, 828 Center Ave., Sheboygan regarding the following:

An Amendment to the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to give persons an opportunity to be heard relative to the proposed amendment to the City's Future Land Use Map of the City's Comprehensive Plan in order to change the Land Use Classification of the property located 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use

AND

An Amendment to the Sheboygan Zoning Ordinance to give persons an opportunity to be heard relative to the proposed amendment to the City's Official Zoning Map in order to change the Use District Classification of the property located at 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification described as:

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

Yours very truly,

SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 100
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

www.sheboyganwi.gov

ROCKLINE INDUSTRIES INC.
PO BOX 1007
SHEBOYGAN WI 53082-1007

MATTHIAS, MICHAEL H.
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823 S COMMERCE ST
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PLYMOUTH WI 53073-4727

WAVELAND HOLDINGS LLC
1337 N TAYLOR DR
STE 201
SHEBOYGAN WI 53081-3012

SHEBOYGAN PAPER BOX CO
716 CLARA AVE
SHEBOYGAN WI 53081-5349

ROADSTER SHEBOYGAN LLC
1300 N 4TH ST
MILWAUKEE WI 53212-4005

DEEP 6 LLC
2635 N. 28TH ST.
SHEBOYGAN WI 53083-3702

MUTUAL REALTY OF
WISCONSIN LLC
PO BOX 130988
DALLAS TX 75313-0988

II

R. O. No. - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

No.	Name	Address
2056	Autumn Ridge Landscaping	N5749 Cty. Rd. M, Plymouth

TEMPORARY BEVERAGE OPERATORS LICENSE

No.	Name	Address
1433	Bauer, Todd A.	780 Pine St., Sheb. Falls

Consent

II

R. O. No. - 16 - 17. By BOARD OF WATERWORKS COMMISSIONERS.
April 5, 2017.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners wishes to report to the Common Council that the Board intends to submit a Simplified Rate Case application to the Public Service Commission of Wisconsin. The application would provide a 3.0% uniform increase to all volumetric water rates and other charges to all Water Utility customers. The intentions of the rate increase are to offset inflationary cost increases, provide funds for water main installation, and provide funds for infrastructure upgrades.

The Utility will notify its customers of the rate increase in accordance with Wis. Stat. 196.193. The Simplified Rate Case does not require a public hearing.

Even with the increase, Sheboygan's water rates will remain the lowest in the state (for class A/AB utilities). Please see attached sheet. For a typical homeowner, the rate increase will amount to $4.00-$6.00 per year.

The Sheboygan Water Utility operates entirely on its own revenues and receives no tax monies. This rate increase will have no effect on local taxes or on the City budget.

The last rate increase took effect on January 1, 2016. Since that time, basic costs have increased as follows:

- Operating Expenses 5%
- Depreciation Expenses 11%
- Property tax equivalent 4%

(above increases due to new UV disinfection system)

Gerald R. Van De Kreeke, President

Consent

Raymond W. Haen, Secretary

Mark Heinz, Member

II

R. O. No. ____ - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting, as a matter of record, a communication from the Wisconsin Department of Administration stating that the James Kisiolek annexation has been reviewed and found to be in the public interest.

Consent

_____
City Clerk

II

WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: **wimunicipalboundaryreview@wi.gov**
Web: **http://doa.wi.gov/municipalboundaryreview/**

March 20, 2017

PETITION FILE NO. 14002

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

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

Subject: *JAMES KISIOLEK ANNEXATION*

The proposed annexation submitted to our office on February 27, 2017, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city…." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF SHEBOYGAN**, which is able to provide needed municipal services.

Note: The territory being annexed must be described in the annexation ordinance by 1/4 Section, Section, Township & Range, and by metes and bounds commencing from a monumented corner of the 1/4 section in which the territory lies.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14002 with your ordinance.** Ordinance filing checklist available at http://mds.wi.gov/, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=2069
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

II

R. O. No._____ – 16 – 17. By CITY ADMINISTRATOR. April 5, 2017.

Submitting for your information the 2018 Budget Schedule.

2018 Budget Schedule

April 5, 2017	City Administrator submits 2018 Budget Schedule to Council.
May 8, 2017	City Administrator discusses budget parameters with Finance Committee.
May 22, 2017	City Administrator communicates to department heads the parameters for 2018 budget submittals.
July 14, 2017	Department budget submittals.
July - Sept, 2017	City Administrator review of department budgets.
September 5, 2017	City Administrator submits Budget Resolutions to Common Council.
September 6 – 15, 2017	Standing Committee review 2018 Proposed Budget and submit recommendations to the Common Council on September 18, 2017.
September 16, 2017	Publish Notice of Public Hearing on 2018 Proposed Budget.
September 18, 2017	Common Council refers 2018 Proposed Budget and Standing Committee recommendations to the Committee of the Whole.
September 25, 2017	Committee of the Whole review of the 2018 Proposed Budget.
October 2, 2017	Committee of the Whole review of the 2018 Proposed Budget.
October 16, 2017	Committee of the Whole refers final 2018 Proposed Budget to Common Council.
October 16, 2017	Report of Fund Balance and GO Bonded Debt to the Common Council.
October 16, 2017	Public Hearing on 2018 Proposed Budget.
November 6, 2017	Common Council to adopt the Budget Resolution.

Consent

_____

City Administrator

II

R. O. No. - 16 - 17. By FINANCE DIRECTOR. April 5, 2017.

Submitting a request to authorize the Finance Director to establish a credit card policy procedure and authorize implementation of the policy.

Finance?

Finance Director

VI

R. C. No. ____ - 16 - 17. By FINANCE. April 5, 2017.

Your Committee to whom was referred R.O. No. 251-16-17 by the City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012, and 2014, Number Forty-Three; recommends the document be accepted and placed on file.

Concur.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.4

R. O. No. 251 - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012 and 2013, Number Forty-Three.

Finance
Acc & File

City Clerk

MAR 13 '17 AM10:27

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WIS. STAT. § 75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LIENS FOR 2010, 2011, 2012, AND 2013 NUMBER FORTY-THREE

Case Classification Code: 30405

Case No. 17GF005

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING IN REM. 2010, 2011, 2012 AND 2013 NUMBER FORTY-THREE

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2010 through 2013, sales of 2011 through 2014, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "Principal Sum of Lien" amounts are as of February 21, 2017, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

(The rest of this page intentionally left blank.)

CLERK CIRCUIT COURT
FILED
2017 MAR -3 P 3:55
SHEBOYGAN COUNTY
WISCONSIN

LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2010, 2011, 2012, AND 2013 NUMBER FORTY-THREE

PARCEL NO. 59002010490

Owner(s) of Record:
Jeffrey John Ferguson, a/k/a Jeffrey J. Ferguson, a single person, by virtue of a Quit Claim Deed dated June 19, 2001 and recorded September 14, 2001 at 9:27 a.m. in Volume 1875 of Records, Page 413 as Document Number 1610163; and by a Warranty Deed dated February 17, 1984 and recorded February 20, 1984 at 11:18 a.m. in Volume 953 of Records, Page 891 as Document Number 1098818.

Property Address:
W7798 Plank Road, Glenbeulah, WI 53023

Legal Description:
Lots 1 and 2 in Block 11, Greenbush, according to the recorded Plat thereof, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Jeff Ferguson, a/k/a Jeffrey J. Ferguson, a single person, to Citizens State Bank, (no address provided), dated February 13, 1984 and recorded February 20, 1984, at 11:18 a.m. in Volume 953 of Records, Pages 892/3 as Document Number 1098819, securing the principal sum of $37,000.00.

Assignment of Mortgage from Valley Bank East Central (f/k/a Citizens State Bank) to National Exchange Bank & Trust, 105 E. Main Street, Glenbeulah, WI 53023 dated November 14, 1994 and recorded November 28, 1994 at 4:24 p.m. in Volume 1370 of Records, Pages 884/5 as Document Number 1416602.

Judgments/Liens:
Federal Tax Lien executed against Jeffrey J. Ferguson in favor of Internal Revenue Service, (no address provided), dated August 5, 2013 and filed August 13, 2013 at 1:31 p.m. as Document Number 1974100 in the amount of $14,783.80.

Judgment executed against Jeff Ferguson in favor of Plymouth Utilities, P.O. Box 277, Plymouth, WI 53073-0277, Sheboygan County Circuit Court Case Number 16SC1537, entered August 15, 2016 and docketed August 17, 2016 at 9:15 a.m. in the principal sum of $526.50 (Attorney Andrew H. Morgan Esq.).

Judgment executed against Jeffrey Ferguson in favor of Wisconsin Electric Power Company, 231 W. Michigan Street, Suite P320, Milwaukee, WI 53209, Sheboygan County Circuit Court Case Number 09SC3858, entered February 1, 2010 and docketed February 17, 2010 at 12:04 p.m. in the principal sum of $2,403.68 (Attorney Terrence S. Cerni).

Taxes:

Certificate No.:	30	31
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$2,160.87	$1,069.69
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
None

PARCEL NO. 59271829689

Owner(s) of Record:
Tammy L. Makowski, by virtue of a Warranty Deed dated September 26, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837531.

Property Address:
1372 Greystone Drive, Plymouth, WI 53073

Legal Description:
Lot 31, Greystone Settlement Addition No. 1, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Tammy L. Makowski, a single person, to Iowa Wisconsin Real Estate, LLC (no address provided), dated October 2, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837532, securing the principal sum of $262,257.00.

Judgments/Liens:
Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7277, filed December 12, 2016.

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7278, filed December 12, 2016.

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7279, filed December 12, 2016.

Taxes:

Certificate No.:	687
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,082.83
Date Interest and Penalty Computed:	2/1/2014

Other:
Restrictive Covenants dated February 3, 2006 and recorded February 10, 2006 at 11:16 16 a.m. as Document Number 1790685.

Six foot storm easement along the South and portion of the North lot line; 12' storm easement along the West lot line; and 25' utility and drainage easement as recorded in Volume 15 of Plats, Page 226.

PARCEL NO. 59281000880

Owner(s) of Record:
Randy R. Stein, by virtue of a Special Warranty Deed dated May 30, 2012 and recorded May 31, 2012 at 9:53 a.m. as Document Number 1945760.

Property Address:
1725 N. 4th Street, Sheboygan, WI 53081

Legal Description:
The South 35 feet 7 inches of the North 75 feet 7 inches of Lot Number 31, Block 1 of Assessment Subdivision Number 4, City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Randy Stein in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, Sheboygan County Circuit Court Case Number 14SC2546, entered November 10, 2014 and docketed November 26, 2014 at 11:06 a.m. in the principal sum of $507.82 (no attorney listed).

Possible Child Support Lien against Randy Stein, Date of Birth April 23, 1975, Docket Number 410057, filed October 7, 2012 in the principal sum of $4,507.87, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233.

Taxes:

Certificate No.:	693
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$2,021.54
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person, by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan, WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No.5 of the City of Sheboygan

Mortgages:
Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated October 30, 2001 and recorded January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, Page 144 as Document Number 1623940, securing the principal sum of $25,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	701
Tax Year:	2013
Sale Year:	2014

Principal Sum of Lien:	$2,759.19
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281007450

Owner(s) of Record:
Charles P. Bruyette, by virtue of a Warranty Deed dated December 19, 2005 and recorded December 21, 2005 at 9:05 a.m. as Document Number 1785612.

Property Address:
1607 N. 7th Street, Sheboygan, WI 53081

Legal Description:
That part of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7), being East of the East line of North Seventh Street; also the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Six (6); also the South Fifty (50) feet of the North One Hundred (100) feet of the West Ten (10) feet of Lot Number Five (5), all in End's Subdivision of the East Half (E ½) of Lot Number One (1) and the South Half (S ½) of Lot Number Two (2) of Bates Addition to the City of Sheboygan, except the West Twenty-Six (26) feet of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7) taken for North Seventh Street, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Charles P. Bruyette in favor of Capital One Bank USA NA, 140 E. Shore Drive, 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 16SC633, entered April 18, 2016 and docketed April 22, 2016 at 2:46 p.m. in the principal sum of $4,620.52. (Attorney Vincent Bauer).

Taxes:

Certificate No.:	717
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,874.81
Date Interest and Penalty Computed:	2/1/2014

Other:
DILHR Certificate of Compliance dated April 27, 1994 and recorded May 12, 1994 at 10:17 a.m. in Volume 1344 of Records, Pages 455/6 as Document Number 1403994.

PARCEL NO. 59281105930

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants, by virtue of a Warranty Deed dated July 12, 1967 and recorded July 14, 1967 at 2:53 p.m. in Volume 515 of Records, Page 370/1 as Document Number 893021.

Property Address:
508 Niagara Avenue, Sheboygan, WI 53081

Legal Description:
The East One-half (E ½) of Lot Number Eleven (11), Block Number One Hundred Three (103) of the Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants, to Wells Fargo Bank Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated May 29, 2002 and recorded July 5, 2002 at 2:55 p.m. as Document Number 1641560, securing the principal sum of $60,120.77.

Judgments/Liens:
Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50 (no attorney listed).

Taxes:

Certificate No.:	758	759
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$2,140.36	304.14
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
None

PARCEL NO. 59281109840

Owner(s) of Record:
Winning Investments, LLC, by virtue of a Warranty Deed dated April 9, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763367.

Property Address:
701 S. 8th Street, Sheboygan, WI 53081

Legal Description:
The North 50 feet of Lots 5 and 6, Block 205, Original Plat, City of Sheboygan, Wisconsin, excepting and reserving therefrom the East 12 feet of said Lot 5 for purposes of a driveway to be used in common with the owners of Lot 4 and their heirs and assigns, and owners of real estate lying South of the property conveyed herein, as their interest in such driveway does appear of record. Further except and reserve therefrom the right of the owners of said Lot 4, to-wit: The West Bay Trading Company of Sheboygan, to locate mechanical equipment such as heating and air conditioning equipment on the 12 foot easement on the East line of said Lot 5.

Mortgages:
Mortgage executed by Winning Investments, LLC to St Francis Bank, a division of MidAmerica Bank, fsb, 13400 Bishops Lane, Suite 190, Brookfield, WI 53005, dated April 12, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763366, securing the principal sum of $131,000.00.

Lis Pendens as it relates to the Mortgage in Document Number 1763366, executed by PNC Bank, N.A. (as successor in interest by merger to St. Francis Bank), "Plaintiff", -vs- Winning Investments, LLC, etal, "Defendants", Sheboygan County Circuit Court Case Number 12CV580, dated July 3, 2012 and recorded July 5, 2012 at 4:18 p.m. as Document Number 1947913. (Attorney Robert G. Pyzyk, P.O. Box 444, Menomonee Falls, WI 53052-0444).

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	772	773
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$3,690.57	338.41
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
Ordinance granting encroachment dated February 8, 1989 and recorded February 21, 1989 at 10:51 a.m. in Volume 1104 of Records, Page 459/60 as Document Number 1181979.

Ordinance granting encroachment dated January 5, 1995 and recorded January 10, 1995 at 2:05 p.m. in Volume 1376 of Records, Page 371/2 as Document Number 1419511.

PARCEL NO. 59281202720

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, Page 850 as Document Number 1174394; and by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, Page 851 as Document Number 1174395.

Property Address:
1219 N. 16th Street, Sheboygan, WI 53081

Legal Description:
The South Seventy-Five (75) feet of Lot Six (6), Block Fifty-Six (56) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank Wisconsin, National Association, 2800 Calumet Drive, Sheboygan, WI 53083, dated April 2, 2003 and recorded April 28, 2003 at 12:04 p.m. as Document Number 1682944, securing the principal sum of $69,000.00.

Judgments/Liens:
Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50 (no attorney listed).

Taxes:

Certificate No.:	801
Tax Year:	2013

Sale Year:	2014
Principal Sum of Lien:	$1,530.34
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281203660

Owner(s) of Record:
Tou Lee and Cha Mee Vang, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:
1118B St. Clair Avenue, Sheboygan, WI 53081

Legal Description:
The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, in the principal sum of $49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Lis Pendens as it relates to the Mortgage in Document Number 1875258, executed by Johnson Bank, "Plaintiff", -vs- Tou Lee and Manasty V. Lee, etal, "Defendants", Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931. (Attorney Adam A. Bardosy, 731 N. Jackson Street, Suite 900, Milwaukee, WI 53202).

Judgments/Liens:
Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28, 2016 and docketed March 31, 2016 at 4:29 p.m. in the principal sum of $1,162.14 (Attorney Joseph J. Voelkner).

Judgment executed against Tou Lee and Cha Mee Vang in favor of Thompson Sheet Metal & Heating Inc, 1756 University Avenue, Green Bay, WI 54302, Sheboygan County Circuit Court Case Number 10TJ15, entered February 2, 2010 and docketed February 5, 2010 at 4:00 p.m. in the principal sum of $17,097.19 (Attorney Ronald F. Metzler).

Judgment executed against Tou Lee in favor of Wisconsin Public Service Corporation, P.O. Box 19001, 700 N. Adams Street, Green Bay, Wisconsin, 54307-9001, Sheboygan County Circuit Court Case Number 09TJ4, entered July 9, 2008 and docketed January 23, 2009 at 3:36 p.m. in the principal sum of $8,310.84 (Attorney Ann Louise Patteson).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CT943, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of $53.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CT274, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of $110.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CT364, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of $375.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08CT138, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of $614.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09CT309, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of $614.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12FA362, entered September 16, 2016 and docketed September 16, 2016 at 1:40 p.m. in the principal sum of $1,922.73 (no attorney listed).

Judgment executed against Toua Lee in favor of LVNV Funding LLC, 1515 S. Main Street, Greenville, SC 29601, Sheboygan County Circuit Court Case Number 14SC1152, entered June 9, 2014 and docketed June 30, 2014 at 11:50 a.m. in the principal sum of $681.04 (Attorney Jeffrey E. Schelble).

Judgment executed against Toua Lee in favor of Central Prairie Financial LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 12SC1673, entered July 9, 2012 and docketed July 19, 2012 at 12:42 p.m. in the principal sum of $2,072.02 (Attorney Jillian N. Walker).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06TR1591, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of $160.80 (no attorney listed).

Judgment executed against Tou Chee Moua Lee in favor of Target National Bank, 1100 US Bank Plaza, 200 S. 6th Street, % Meyer & Njus PA, Minneapolis, MN 55402, Sheboygan County Circuit Court Case Number 12SC2825, entered November 26, 2012 and docketed December 3, 2012 at 2:14 p.m. in the principal sum of $1,054.12 (Attorney Ryan Dale Peterson).

Judgment executed against Tou L. Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM1021, entered April 11, 2014 and docketed April 11, 2014 at 2:42 p.m. in the principal sum of $265.00 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3280, entered October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of $160.80 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3279, entered

October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of $160.80 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3281, entered October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of $186.00 (no attorney listed).

Taxes:

Certificate No.:	815
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,757.60
Date Interest and Penalty Computed:	2/1/2014

Other:
US Bankruptcy Court, Eastern District of Wisconsin, Case Number 13-34215-gmh, Chapter 13, filed by Tong Seng Lee and Manasky Vang Lee (still in process).

Weatherization Stipulation dated October 30, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Pages 338/9 as Document Number 1614937 (attachment to Warranty Deed).

PARCEL NO. 59281204350

Owner(s) of Record:
Olympic Real Estate, LLC, by virtue of a Warranty Deed dated March 30, 2009 and recorded August 25, 2009 at 11:01 a.m. as Document Number 1885872.

Property Address:
1111 N. 12th Street, Sheboygan, WI 53081

Legal Description:
The North 39 and ¾ feet of the South 110 feet of Lot 7 in block 79 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Adrienne Boutillier (prior owner) in favor of D&M Plumbing & Heating, 1020 Michigan Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC159, entered February 4, 2008 and docketed February 11, 2008 at 12:27 p.m. in the principal sum of $354.55 (Attorney Daniel John Rostollan). Said Judgment is included in below bankruptcy, but not satisfied.

Taxes:

Certificate No.:	827
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$247.32
Date Interest and Penalty Computed:	2/1/2014

Other:
US Bankruptcy Court, Eastern District of Wisconsin, Case Number 08-20339-mdm, Chapter 13, filed Adrienne Boutillier (prior owner), terminated August 4, 2009.

PARCEL NO. 59281204610

Owner(s) of Record:
Payman Homayouni and Betty Jane Homayouni, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated July 20, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773093.

Property Address:
1212 Erie Avenue, Sheboygan, WI 53081

Legal Description:
The South ½ of Lot 11, Block 80, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Payman Homayouni and Betty Jane Homayouni, husband and wife, to Mortgage Electronic Registration Systems, Inc., as nominee for CSMC, Inc., (no address provided) dated July 21, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773094, securing the principal sum of $66,950.00.

Mortgage Assignment from Mortgage Electronics Registration Systems, Inc. to Residential Fund 321, LLC, 901 Calle Amanecer, Suite 150, San Clemente, CA 92673, dated September 28, 2011 and recorded December 7, 2011 at 3:42 p.m. as Document Number 1935288.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1072	968	828	829
Tax Year:	2011	2012	2013	2013
Sale Year:	2012	2013	2014	2014
Principal Sum of Lien:	$1,466.69	$1,414.11	$1,425.07	$614.49
Date Interest and Penalty Computed:	2/1/2012	2/1/2013	2/1/2014	2/1/2014

Other:
DILHR Certificate of Compliance dated May 10, 1999 and recorded May 14, 1999 at 3:14 p.m. in Volume 1668 of Records, Page 921 as Document Number 1543529.

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 11-33726-svk, Chapter 13, filed by Payman Homayouni and Betty Jane Homayouni, terminated February 2, 2017.

PARCEL NO. 59281205050

Owner(s) of Record:
Stacy Luedke, by virtue of a Special Warranty Deed dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867718.

Property Address:
1529 St. Clair Avenue, Sheboygan, WI 53081

Legal Description:
Lot Five (5), Block Eighty-Three (83) of the Original Plat in the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by Stacy R. Luedke a/k/a Stacy Luedke, to Community Bank Group, 1040 N. Main Street, P.O. Box 99, Sheboygan Falls, WI 53085, dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867719, securing the principal sum of $63,000.00; amendment and restatement dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877621; assignment of rents dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877622.

Judgments/Liens:
Judgment executed against Stacy R. Luedke in favor of BMO Harris Bank NA, 770 N. Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 13CV349, dated July 15, 2013 and docketed July 15, 2013 at 4:19 p.m. in the principal sum of $64,536.77 (Attorney Matthew J. Krawczyk).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ151, dated July 10, 2013 and docketed June 23, 2014 at 9:09 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ153, dated October 23, 2013 and docketed June 23, 2014 at 9.06 a.m. in the principal sum of $812,360.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ152, dated July 10, 2013 and docketed June 23, 2014 at 9:08 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of Troy Shaw and Jody Decker, 1529 St. Clair Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC683, dated July 8, 2009 and docketed July 14, 2009 at 3:20 p.m. in the principal sum of $630.00 (Attorney Barry S. Cohen).

Judgment executed against Stacy Luedke in favor of Cavalry SPV I, 9522 E. 47th Place, Suite H, Tulsa, OK, 74145, Sheboygan County Circuit Court Case Number 15SC1628, dated August 24, 2015 and docketed September 24, 2015 at 12:58 p.m. in the principal sum of $2,679.61 (Attorney Dustin Allen McMahon).

Taxes:

Certificate No.:	833
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,492.05
Date Interest and Penalty Computed:	2/1/2014

Other:
Right-of-Way Grant dated January 29, 1981 and recorded May 8, 1981 at 9:32 a.m. in Volume 899 of Records, Page 673/4 as Document Number 1066468.

PARCEL NO. 59281206130

Owner(s) of Record:
Sandra L. Fries, a single person, by virtue of a Warranty Deed dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, Page 461 as Document Number 1528238.

Property Address:
1018B N. 11th Street, Sheboygan, WI 53081

Legal Description:
The South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.
AND:
Commencing at the Northeast corner of the South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92), thence South Seventy-Three (73) feet to the Southeast corner of said South Seventy-Three (73) feet of the West Half (W ½), thence East Seven (7) feet, thence North Forty-Four (44) feet parallel with the West line of Lot Three (3), thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning, thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-Two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	847
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$697.27
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281208750

Owner(s) of Record:
Devin W. Nowak, by virtue of a Warranty Deed dated December 19, 2003 and recorded on December 26, 2003 at 8:26 a.m. as Document Number 1719338.

Property Address:
618 S. 22nd Street, Sheboygan, WI 53081

Legal Description:
The South One-Half (S ½) of Lot Six (6) and all of Lot Seven (7), Block Two (2), according to the recorded Plat of Lyman's Addition to the City of Sheboygan, Sheboygan County, Wisconsin, along with the East One-Half (E ½) of the vacated North-South alley adjacent thereto

Mortgages:
Mortgage executed by Devin W. Nowak, a single person, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated December 19, 2003 and recorded December 26, 2003 at 8:28 a.m. as Document Number 1719339, securing the principal sum of $49,200.00.

Mortgage executed by Devin W. Nowak, a single person, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated December 19, 2003 and recorded on December 26, 2003 at 8:28 a.m. as Document Number 1719340, securing the principal sum of $12,300.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	855
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$604.78
Date Interest and Penalty Computed:	2/1/2014

Other:
Ordinance vacating alley dated December 9, 1965 and recorded December 17, 1965 at 11:38 a.m. in Volume 469 of Records, Page 324/6 as Document Number 877087.

PARCEL NO. 59281301460

Owner(s) of Record:
David A. Schleining, by virtue of a Warranty Deed dated August 5, 1996 and recorded August 7, 1996 at 1:37 p.m. in Volume 1460 of Records, Page 44 as Document Number 1457386.

Property Address:
Vacant Land on Kentucky Avenue, Sheboygan, WI 53081

Legal Description:
The West 30 feet of Lot 4 in Block 267 of the Original Plat of the City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ89, entered June 10, 2013 and docketed June 23, 2014 at 11:07 a.m. in the principal sum of $706.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ90, entered June 10, 2013 and docketed June 23, 2014 at 11:06 a.m. in the principal sum of $681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ91, entered June 10, 2013 and docketed June 23, 2014 at 11:05 a.m. in the principal sum of $681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ92, entered June 10, 2013 and docketed June 23, 2014 at 11:04 a.m. in the principal sum of $681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ93, entered June 10, 2013 and docketed June 23, 2014 at 11:02 a.m. in the principal sum of $1,292,983.00 (No attorney listed).

Judgment executed against David Allan Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ94, entered November 16, 2011 and docketed July 17, 2012 at 9:54 a.m. in the principal sum of $1,586.00 (No attorney listed).

Taxes:

Certificate No.:	1270	1133	1020	877
Tax Year:	2010	2011	2012	2013
Sale Year:	2011	2012	2013	2014
Principal Sum of Lien:	$937.25	$1,022.80	$986.14	$994.44
Date Interest and Penalty Computed:	2/1/2011	2/1/2012	2/1/2013	2/1/2014

Certificate No.:	878
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$446.30
Date Interest and Penalty Computed:	2/1/2014

Other:
Raze Order dated July 13, 2015 and recorded July 16, 2015 at 3:35 p.m. as Document Number 2006280.

PARCEL NO. 59281301540

Owner(s) of Record:
H.O.P.E. Through Divine Intervention Inc., a Georgia Non-Profit, by virtue of a Quit Claim Deed dated July 20, 2016 and recorded July 27, 2016 at 3:10 p.m. as Document Number 2024515; and by virtue of a Quit Claim Deed dated February 17, 2012 and recorded April 5, 2012 at 2:09 p.m. as Document Number 1942440.

Property Address:
1227 S. 8th Street, Sheboygan, WI 53081

Legal Description:
The South 60 feet of Lot 7 and the South 60 feet of the West 20 feet of Lot 8, Block 267, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Brian B. Long (previous owner) in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 09UC52, Warrant Number 200903555, type of tax - unemployment compensation, entered April 14, 2009 and docketed April 14, 2009 at 2:29 p.m. in the principal sum of $1,228.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08TR5030, entered March 3, 2009 and docketed March 3, 2009 at 8:28 a.m. in the principal sum of $186.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered January 31, 2012 and docketed January 31, 2012 at 9:59 a.m. in the principal sum of $222.25 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Wisconsin Consumer Credit Inc., N6652 Esterbrook Road, Fond du Lac, WI 54937, Sheboygan County Circuit Court Case Number 14SC974, entered May 12, 2014 and docketed June 4, 2014 at 9:34 a.m. in the principal sum of $362.00 and judgment for the replevin of a 2003 Pontiac Grand Am, VIN:1G2NW52E93C319107 (Attorney Basil J. Buchko, Jr.).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:05 p.m. in the principal sum of $169.78 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long (previous owner) in favor of United Building Centers, 6710 S. Business Drive, Attn: David Brading, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:06 p.m. in the principal sum of $1,197.82 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1472, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of $208.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1693, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of $298.00 (no attorney listed).

Judgment executed against Brian Long (previous owner) in favor of Sheboygan County, (no address provided), Sheboygan County Circuit Court Case Number 03FA329, entered April 30, 2007 and docketed April 30, 2007 at 4:47 p.m. in the principal sum of $500.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:16 a.m. in the principal sum of $440.01 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Wal-Mart, 4433 Vanguard Drive, Attn: Kyle Reiss, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:17 a.m. in the principal sum of $3,263.95 (no attorney listed).

Taxes:

Certificate No.:	1023	879
Tax Year:	2012	2013
Sale Year:	2013	2014

Principal Sum of Lien:	$867.54	$1,137.20
Date Interest and Penalty Computed:	2/1/2013	2/1/2014

Other:
None

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau, by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 at 3:46 p.m. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated March 18, 2014 and recorded March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975551, securing the principal sum of $11,000.00.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975550, securing the principal sum of $7,976.25.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	881	882
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$1,681.04	$291.27
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
None

PARCEL NO. 59281302440

Owner(s) of Record:
Cheryl A. Cihak, by virtue of a Warranty Deed dated April 22, 1989 and recorded on April 25, 1989 at 3:04 p.m. in Volume 1108 of Records, Page 805 as Document Number 1184473; and by virtue of an HT-110 dated August 18, 2015 and recorded August 18, 2015 at 2:30 p.m. as Document Number 2007987.

Property Address:
1114 Georgia Avenue, Sheboygan, WI 53081

Legal Description:
The East Twenty (20) feet of Lot Ten (10) and the West Twenty (20) feet of Lot Eleven (11), Block Two Hundred Eighty-Four (284) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	883
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$93.59
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281303710

Owner(s) of Record:
Curtis D. Weissgerber, by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 p.m. as Document Number 1946560.

Property Address:
1409 S. 9th Street, Sheboygan, WI 53081

Legal Description:
The North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of Lot Six (6) and the North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of the West One-Half (W ½) of Lot Five (5), Block Two Hundred Ninety-Four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	885

Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$135.98
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281305850

Owner(s) of Record:
Valerie J. Thalacker, by virtue of Special Warranty Deed dated June 17, 2013 and recorded July 8, 2013 at 12:59 p.m. as Document Number 1971810.

Property Address:
928 Broadway Avenue, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Six (26), Block Two (2), Assessment Subdivision Number 17, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Valerie J. Thalacker in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC2446, entered October 15, 2012 and docketed October 18, 2012 at 12:25 p.m. in the principal sum of $1,265.76 (Atty. Kirsten Fagerland Pezewski).

Taxes:

Certificate No.:	908
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$761.02
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281307360

Owner(s) of Record:
Darryl W. Hebert, by virtue of a Warranty Deed dated May 25, 2001 and recorded June 1, 2001 at 2:14 p.m. in Volume 1833 of Records, Page 814 as Document Number 1600034.

Property Address:
1120 Broadway Avenue, Sheboygan, WI 53081

Legal Description:
Lot 27, Block 8, Assessment Subdivision Number 19, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage (With Future Advance Clause) executed by Darryl W. Hebert, an unmarried individual, to Associated Bank, N.A., 1305 Main Street, Stevens Point, WI 54481, dated July 2, 2008 and recorded July 15, 2008 at 9:47 a.m. as Document Number 1857019, securing the principal sum of $48,650.00.

Real Estate Security Agreement executed by William J. Adamavich, Charles J. Adamavich and John C. Adamavich (previous owners) to Community Bank (no address provided), dated November 3, 1995 and recorded November 7, 1995 at 8:26 a.m. in Volume 1416 of Records, Page 626/7 as Document Number 1438137.

Real Estate Security Agreement executed by John C. Adamavich, William J. Adamavich, and Charles J. Adamavich (previous owners) to Community Bank, 3007 S. Business Drive, Sheboygan, WI 53081, dated May 19, 1999 and recorded May 27, 1999 at 1:52 p.m. in Volume 1672 of Records, Page 83 as Document Number 1544728.

Judgments/Liens:
Judgment executed against Darryl W. Hebert in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16CF281, entered October 13, 2016 and docketed October 13, 2016 at 8:45 a.m. in the principal sum of $505.00 (no attorney listed).

Judgment executed against Darryl W. Hebert in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16CF281, entered October 13, 2016 and docketed October 13, 2016 at 8:45 a.m. in the principal sum of $2,442.25 (no attorney listed).

Taxes:

Certificate No.:	916
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,536.72
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281314690

Owner(s) of Record:
Timothy M. Leonhard and Sharon Leonhard, his wife, by virtue of a Transfer of Title dated March 3, 1993 and recorded December 11, 1995 in Volume 1421 of Records, Page 219 as Document Number 1440211.

Property Address:
823 Ashland Avenue, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Six (26), Block Twenty-Seven (27) according to the recorded Plat of Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Timothy M. Leonhard and Sharon Leonhard, his wife, to Firstar Bank Sheboygan, P.O. Box 3487, Oshkosh, WI 54903-3487, dated February 6,1996 and recorded February 22,1996 at 2:26

p.m. in Volume 1430 of Records, Pages 987/8 as Document Number 1444514, securing the principal sum of $9,917.52.

Judgments/Liens:
Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard (no address provided), dated May 30, 2008 and recorded on June 9, 2008 at 11:09 a.m. as Document Number 1854626 in the principal sum of $6,430.28.

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard (no address provided), dated April 7, 2009 and recorded on April 13, 2009 at 12:00 p.m. as Document Number 1874790 in the principal sum of $425.50.

Taxes:

Certificate No.:	936
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,211.37
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281317780

Owner(s) of Record:
David L. Mattern, by virtue of a Quit Claim Deed dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 699 as Document Number 1599513.

Property Address:
2512 S. 9th Street, Sheboygan, WI 53081

Legal Description:
Lot 9, Ramaker, Terhorst & Hesse's Division, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by David L. Mattern, a married person, to Marjorie N. Mattern, a married person, as individual property, (no address provided), dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 700 as Document Number 1599514, securing the principal sum of $61,260.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	950
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,292.04
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281318950

Owner(s) of Record:
Gina L. Miller, by virtue of a Special Warranty Deed dated January 24, 2007 and recorded February 15, 2007 at 1:00 p.m. as Document Number 1819587.

Property Address:
1511 S. 8th Street, Sheboygan, WI 53081

Legal Description:
Lot 10, Block 13, according to the recorded plat of South Side Land Company's Addition, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	954
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$847.43
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281320070

Owner(s) of Record:
Joseph S. Myszewski, by virtue of a Warranty Deed dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812370 *(Block incorrect on Warranty Deed).*

Property Address:
730 Union Avenue, Sheboygan, WI 53081

Legal Description:
The West 45 feet, Lot 8, Block 14, Swift's Addition to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Joseph S. Myszewski, a single person, to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812371, securing the principal sum of $100,848.51. *(Block incorrect on Mortgage)*

Judgments/Liens:
Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1027, entered May

19, 2014 and docketed May 22, 2014 at 8:39 a.m. in the principal sum of $746.08 (Attorney Andrew H. Morgan, Esq).

Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC413, entered February 23, 2009 and docketed March 9, 2009 at 1:19 p.m. in the principal sum of $1,553.47 (Attorney Daniel John Rostollan).

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 20 11CT130, entered November 15, 2011 and docketed November 15, 2011 at 11:29 a.m. in the principal sum of $1,134.00 (no attorney listed).

Judgment executed against Joseph S. Myszewski in favor of Aurora Health Care Central Inc., P.O. Box 34910, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 10CV291, entered May 13, 2010 and docketed May 13, 2010 at 8:14 a.m. in the principal sum of $31,119.81 (Attorney John M. Heuer).

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08FO451, entered October 14, 2009 and docketed October 14, 2009 at 9:31 a.m. in the principal sum of $312.00 (no attorney listed).

Judgment executed against Joseph S. Myszewski in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC531, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of $1,363.01 (Attorney Ann Louise Patteson).

Taxes:

Certificate No.:	960
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$882.80
Date Interest and Penalty Computed:	2/1/2014

Other:
US Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-24273-mdm, Chapter 13, filed by Joseph S. Myszewski, terminated March 11, 2014.

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios, by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Tracy Rios in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC2295, entered July 30, 2007 and docketed August 24, 2007 at 4:35 p.m. in the principal sum of $3,127.57 (Attorney Brandon Eugene Bowlin).

Taxes:

Certificate No.:	975
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,419.95
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281401430

Owner(s) of Record:
Harold V. Hunter, a single person, by virtue of a Warranty Deed dated October 27, 2010 and recorded November 1, 2010 at 12:12 p.m. as Document Number 1912699.

Property Address:
1802A S. 12th Street, Sheboygan, WI 53081

Legal Description:
Parcel 1: Lot 24, Block 6, Assessment Subdivision No. 18 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.
AND:
Parcel 2: Nonexclusive easement for the benefit of Parcel 1 for purpose of egress and ingress over the South 10 feet of Lot 25, Block 6 of said Assessment Subdivision 18, said right of way or easement being that described in Volume 220 of Deeds, Page 514 as Document Number 357537, recorded December 3, 1937, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 14SC2169, entered October 13, 2014 and docketed October 31, 2014 at 2.22 p.m. in the principal sum of $1,477.05 (Attorney David M. Mcdorman).

Judgment executed against Harold Hunter in favor of John M. Korolewski, DDS, 1407 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC2720, entered November 12, 2012 and docketed November 12, 2012 at 8:45 a.m. in the principal sum of $724.68 (no attorney listed).

Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 16SC465,

entered April 4, 2016 and docketed April 22, 2016 at 3:15 p.m. in the principal sum of $2,992.87 (Attorney David M. Mcdorman).

Taxes:

Certificate No.:	983
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,141.98
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281402100

Owner(s) of Record:
Jason Hansen, by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:
1928 S. 13th Street, Sheboygan, WI 53081

Legal Description:
Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan

Mortgages:
Mortgage executed by Jennifer L. Hansen, a single person, to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated April 8, 1994 and recorded April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, Page 536/7 as Document Number 1401643, securing the principal sum of $1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated November 19, 1997 and recorded December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, Page 427 as Document Number 1491922, securing the principal sum of $7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated October 23, 1998 and recorded November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, Page 72 as Document Number 1523233, securing the principal sum of $2,100.00.

Judgments/Liens:
Possible Child Support Lien against Jason S. Hansen, Date of Birth August 8, 1975, Docket Number 548595, filed November 6, 2016 in the principal sum of $1,114.40, Rock County Child Support Agency, Courthouse, 51 S. Main Street Janesville, WI 53545.

Taxes:

Certificate No.:	986
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,460.16
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281413820

Owner(s) of Record:
Maria A. Smith, by virtue of a Special Warranty Deed dated October 29, 2007 and recorded November 26, 2007 at 2:00 p.m. as Document Number 1840499.

Property Address:
1829 Arizona Avenue, Sheboygan, WI 53081

Legal Description:
Lot Ten (10) and the West Twenty (20) feet of Lot Eleven (11) in Block One (1), in Graff's Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by Maria A. Smith to Wisconsin State Bank, PO Box 510347, New Berlin, WI 53151-0347, dated November 8, 2007 and recorded November 26, 2007 at 2:00 p.m. as Document Number 1840500, securing the principal sum of $80,000.00. Mortgage amendment and restatement executed by Maria A. Smith to Harris, N.A., 1000 N. Water Street, Suite 100, Milwaukee, WI 53202, dated September 22, 2008 and recorded June 16, 2009 at 12:44 p.m. as Document Number 1880505, securing the principal sum of $80,000.00.

Assignment of Rents executed by Maria A. Smith to Harris, N.A., 1000 N. Water Street, Suite 100, Milwaukee, WI 53202, dated September 22, 2008 and recorded June 16, 2009 at 12:44 p.m. as Document Number 1880506.

Lis Pendens as it relates to the above Mortgage executed by BMO Harris Bank NA, f/k/a Harris NA, successor by merger to Community Bank Group, f/k/a Lincoln State Bank, f/k/a Wisconsin State Bank, "Plaintiff", -vs- Maria A. Smith etal, "Defendant", Sheboygan County Circuit Court Case Number 13CV423, dated June 5, 2013 and recorded June 6, 2013 at 3:24 p.m. as Document Number 1969771 (Atty. Matthew J. Krawczyk, 16620 W. Bluemound Road, Suite 500, Brookfield, WI 53005).

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1018
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$77.89
Date Interest and Penalty Computed:	2/1/2014

Other:
US Bankruptcy Court, Eastern District of Wisconsin, Case Number 15-25617-gmh, Chapter 13, filed by Jessie A. Anderson and Maria A. Anderson (a/k/a Maria A. Smith), terminated February 7, 2017.

PARCEL NO. 59281500350

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, as survivorship marital property, by virtue of a Warranty Deed dated June 23, 1999 and recorded June 30, 1999 at 3:14 p.m. in Volume 1679 of Records, Page 328 as Document Number 1547705.

Property Address:
906 N. 17th Street, Sheboygan, WI 53081

Legal Description:
The North Thirty-Five (35) feet of the South One-Half (S ½) of Lots numbered Eleven (11) and Twelve (12), in Block One-Hundred Fifteen (115) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded June 16, 2003 at 8:41 a.m. as Document Number 1691092, securing the principal sum of $70,000.00.

Judgments/Liens:
Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50 (no attorney listed).

Taxes:

Certificate No.:	1055	1056
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$1,432.24	$66.80
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
None

PARCEL NO. 59281500860

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Personal Representative's Deed dated June 7, 1989 and recorded June 26, 1989 at 9:23 a.m. in Volume 1113 of Records, Page 444 as Document Number 1187155.

Property Address:
1416 New York Avenue, Sheboygan, WI 53081

Legal Description:
Lot Four (4), Block One Hundred Thirty-Six (136), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated April

21, 2003 and recorded May 22, 2003 at 12:17 p.m. as Document Number 1687369, securing the principal sum of $56,000.00.

Judgments/Liens:
Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50 (no attorney listed).

Taxes:

Certificate No.:	1060
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,592.53
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 69281501430

Owner(s) of Record:
Alina N. Morado, by virtue of a Special Warranty Deed dated January 13, 2012 and recorded January 18, 2012 at 10:00 a.m. as Document Number 1937687.

Property Address:
604 N. 13th Street, Sheboygan, WI 53081

Legal Description:
The South Fifty (50) feet of Lot Twelve (12), Block One Hundred Forty-Six (146) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Alina Morado in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA, 92123, Sheboygan County Circuit Court Case Number 14SC1939, entered September 4, 2014 and docketed September 18, 2014 at 11:26 a.m. in the principal sum of $2,303.12 (Attorney Joseph Robert Johnson).

Judgment executed against Alina N. Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 15CM728, entered March 15, 2016 and docketed March 15, 2016 at 11:18 a.m. in the principal sum of $796.15 (no attorney listed).

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3963, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $200.50 (no attorney listed).

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3962,

entered September 16, 2016and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $10.00 (no attorney listed).

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3961, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of $175.30 (no attorney listed).

Taxes:

Certificate No.:	1065
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,846.20
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281501820

Owner(s) of Record:
Barbara C. Marshall, a married person, by virtue of a Quit Claim Deed dated April 22, 1996 and recorded April 23, 1996 at 8:44 a.m. in Volume 1441 of Records, Page 296 as Document Number 1448844; and by Warranty Deed dated February 4, 1982 and recorded February 4, 1982 at 3:17 p.m. in Volume 912 of Records, Page 938 as Document Number 1074157.

Property Address:
521 N. 14th Street, Sheboygan, WI 53081

Legal Description:
The South ½ of the West 40 feet of Lot 5 and the South 50 feet of Lot 6 in Block 160 of the Original Plat of the City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ155, entered November 19, 2013 and docketed June 23, 2014 at 9:04 a.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ154, entered November 19, 2013 and docketed June 23, 2014 at 9:05 a.m. in the principal sum of $516.49 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of Aurora Medical Group Sheboygan Clinic, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 05SC2681, entered March 30, 2006 and docketed September 16, 2008 at 2:53 p.m. in the principal sum of $565.81 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of Kohls Department Store, N54W13901 Woodale Drive, Menomonee Falls, WI 53051, Sheboygan County Circuit Court Case Number 05SC2680,

entered March 30, 2006 and docketed July 21, 2006 at 3:41 p.m. in the principal sum of $3,182.72 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ157, entered November 19, 2013 and docketed June 23, 2014 at 9:02 a.m. in the principal sum of $691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ156, entered November 19, 2013 and docketed June 23, 2014 at 9:03 a.m. in the principal sum of $691.00 (no attorney listed).

Taxes:

Certificate No.:	1070
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,925.93
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281501910

Owner(s) of Record:
Walter E. Lehmann and Sandra K. Lehmann, as joint tenants and not as tenants in common, by virtue of a Joint Tenancy Deed dated November 5, 1990 and recorded on November 9, 1990 at 10:23 a.m. in Volume 1155 of Records, Page 51 as Document Number 1210789.

Property Address:
Vacant Land on N. 14th Street, Sheboygan, WI 53081

Legal Description:
The South Fifty (50) feet of Lot One (1), Block One Hundred Sixty-One (161), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Walter E. and Sandra K. Lehmann to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated February 23, 1999 and recorded March 25, 1999 at 9:05 a.m. in Volume 1656 of Records, Page 768 as Document Number 1538518, securing the principal sum of $5,862.00.

Judgments/Liens:
Judgment executed against Walter Lehmann in favor of Integrity Mutual Insurance Company, P.O. Box 1218, 671 S. High Street, Columbus, OH 43216, Sheboygan County Circuit Court Case Number 13SC2075, entered August 19, 2013 and docketed August 28, 2013 at 12:27 p.m. in the principal sum of $4,054.90 (Attorney Maura Buckley Battersby).

Taxes:

Certificate No.:	1072
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$116.04
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281504120

Owner(s) of Record:
Charles R. Rogers and Pennye C. Rogers, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, Page 119 as Document Number 1226521.

Property Address:
1319 New Jersey Avenue, Sheboygan, WI 53081

Legal Description:
The East Thirty-Five (35) feet of Lot Four (4), Block Two Hundred Eighteen (218), Original Plat of the City of Sheboygan

Mortgages:
Mortgage executed by Charles R. Rogers and Pennye C. Rogers, husband and wife, to Bank One, NA, 841 Greencrest Drive, Westerville, OH, 43081, dated December 24, 1997 and recorded January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, Page 465 as Document Number 1494410, securing the principal sum of $64,000.00.

Assignment of Mortgage from Bank One, NA to Mortgage First LLC, 283 E. Gentile Street, Suite 100, Layton, UT 84041, dated July 3, 2007 and recorded on July 9, 2007 at 2:10 p.m. as Document Number 1830803.

Judgments/Liens:
Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of $612.81 (Attorney Adam R. Finkel).

Judgment executed against Charles R. Rogers and Pennye C. Rogers, in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of $2,357.55 (Attorney Kirsten Fagerland Pezewski).

Possible Child Support Lien against Charles Rogers, Date of Birth January 24, 1974, Docket Number 474140, filed August 3, 2014 in the principal sum of $10,027.00, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233 and Marathon County Child Support Agency, 400 E. Thomas Street, Wausau, WI 54403.

Taxes:

Certificate No.:	1086
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$2,207.98
Date Interest and Penalty Computed:	2/1/2014

Other:
Property Bond in the sum of $7,500.00 dated April 23, 1998 and recorded April 24, 1998 at 3:22 p.m. in Volume 1570 of Records, Page 186/7 as Document Number 1503565.

PARCEL NO. 59281509860

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:17 p.m. in Volume 1090 of Records, Page 840 as Document Number 1174390.

Property Address:
1221 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot Four (4), Block Two Hundred Eighty-Three (283), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded June 9, 2003 at 1:10 p.m. as Document Number 1690004, securing the principal sum of $60,000.00.

Judgments/Liens:
Judgment executed against Mike Graumann, in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50.

Taxes:

Certificate No.:	1124
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,635.58
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281511910

Owner(s) of Record:
Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, by virtue of a Quit Claim Deed dated June 20, 2011 and recorded on June 30, 2011 at 3:30 p.m. as Document Number 1926514.

Property Address:
2117 Indiana Avenue, Sheboygan, WI 53081

Legal Description:
Lots 31 and 32 in Block 2 of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, Wisconsin

Mortgages:
Mortgage executed by Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, to U.S. Venture, Inc., a Wisconsin corporation, 425 Better Way, Appleton, WI 54915, dated December 7, 2012 and recorded January 11, 2013 at 2:10 p.m. as Document Number 1960562, securing the principal sum of $115,000.00.

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1138	1139
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$6,020.67	$130.72
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
Groundwater use restriction dated May 5, 2000 and recorded May 10, 2000 at 11:06 a.m. in Volume 1735 of Records, Page 766/7 as Document Number 1570298.

Curb/driveway agreement dated May 26, 1955 and recorded June 21, 1955 at 10:06 a.m. in Volume 5 of Contracts, Page 152/3 as Document Number 640500.

PARCEL NO. 59281512210

Owner(s) of Record:
Mary L. Schneider, by virtue of a Warranty Deed dated March 27, 1987 and recorded March 31, 1987 at 8:34 a.m. in Volume 1045 of Records, Page 912 as Document Number 1149267 (Mary L. Schneider is also known as Mary L. Timmel on below mortgage).

Property Address:
1318 S. 23rd Street, Sheboygan, WI 53081

Legal Description:
Lot Number Thirteen (13) Koerner's Subdivision according to the recorded plat thereof, being in Section Number Twenty-Seven (27), Township Number Fifteen (15) North, Range Twenty-Three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Mary L. Timmel and Larry A. Timmel, husband and wife, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated January 8, 2007 and recorded February 8, 2007 at 11:39 a.m. as Document Number 1819112, securing the principal sum of $40,000.00.

Judgments/Liens:
Judgment executed against Mary L. Schneider in favor of Palisades Collection LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 13SC396, entered February 25, 2013 and docketed March 6, 2013 at 4:51 p.m. in the principal sum of $5,870.82 (Attorney Michael Richard Link).

Judgment executed against Marylou Schneider in favor of Velocity Investments LLC, P.O. Box 788, Wall, NJ 07719, Sheboygan County Circuit Court Case Number 12SC3118, entered December 17, 2012 and docketed January 2, 2013 at 2:04 p.m. in the principal sum of $9,450.97 (Attorney Brandon Eugene Bowlin).

Taxes:

Certificate No.:	1140
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,820.05
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281612930

Owner(s) of Record:
Sargent Living Trust, by virtue of an Assignment of Land Contract dated March 20, 2013 and recorded on April 3, 2013 at 11:15 a.m. as Document Number 1965792; and by Deed of Administrator dated March 22, 1956 and recorded on April 20, 1956 at 4:15 p.m. in Volume 368 of Deeds, page 542/3 as Document Number 657315.

Land Contract executed by Earl F. Sargent and Gladys Pearl Sargent (Vendor) (no address listed), and Jeffrey E. Sargent and Theresa M. Sargent (Purchaser), dated January 23, 2008 and recorded December 23, 2008 at 12:19 p.m. as Document Number 1866460.

Property Address:
1219 S. 19th Street, Sheboygan, WI 53081

Legal Description:
Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1145
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,692.47
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281600900

Owner(s) of Record:
Jose Herrera and Estela Herrera, husband and wife, by virtue of a Warranty Deed dated August 18, 1998 and recorded August 24, 1998 at 12:37 p.m. in Volume 1600 of Records, Page 383 as Document Number 1515941.

Property Address:
1731 Calumet Drive, Sheboygan, WI 53081

Legal Description:
Lot 25, Block 1, Assessment Subdivision No. 1, as amended, City of Sheboygan, according to the recorded plat thereof

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR4081, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of $141.50 (no attorney listed).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR7746, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of $141.50 (no attorney listed).

State Tax Lien executed against Jose Herrera in favor of WI Department of Workforce Development (no address listed), Sheboygan County Circuit Court Case Number 12UC171, Warrant Number 201213126, type of tax - unemployment compensation, entered October 9, 2012 and docketed October 9, 2012 at 11:57 a.m. in the principal sum of $317.64 (no attorney listed).

Judgment executed against Jose J. Herrera in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC4234, entered December 17, 2007 and docketed January 29, 2008 at 2:59 p.m. in the principal sum of $3,525.61 (Attorney Brandon E. Bowlin).

Judgment executed against Jose J. Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 98TR4863, entered December 19, 2008 and docketed December 19, 2008 at 2:57 p.m. in the principal sum of $122.90 (no attorney listed).

Judgment executed against Jose L. Herrera in favor of Suburban Motors of Grafton Inc., 139 N. Main Street, Thiensville, WI 53092, Sheboygan County Circuit Court Case Number 09SC20, entered October 5, 2009 and docketed October 13, 2009 at 1:00 p.m. in the principal sum of $2,278.57 (Attorney Edward J. Ritger).

Judgment executed against Jose Miguel Herrera, Jr. in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR4198, entered January 21, 2010 and docketed January 21, 2010 at 9:09 a.m. in the principal sum of $150.10 (no attorney listed).

Taxes:
Certificate No.: 1155

Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,588.54
Date Interest and Penalty Computed:	2/1/2014

Other:
Easement dated May 31, 1996 and recorded October 25, 1996 at 1:31 p.m.in Volume 1472 of Records, page 881/2 as Document Number 1463094.

PARCEL NO. 59281602180

Owner(s) of Record:
Raymond L. Corbett and Alia C. Corbett, husband and wife, as survivorship marital property, by virtue of a Quit Claim Deed dated February 26, 2014 and recorded February 27, 2014 at 2:52 p.m. as Document Number 1983046.

Property Address:
1409 Heermann Court, Sheboygan, WI 53081

Legal Description:
The West 53 feet of the East 75.2 feet of Lots 2, 3, and 5, Block 2, Assessment Subdivision No. 13, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1483, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of $238.30 (no attorney listed).

Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1482, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of $175.30 (no attorney listed).

Taxes:

Certificate No.:	1159
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,629.74
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281610200

Owner(s) of Record:
Dale Maxey, a single person, by virtue of a Warranty Deed dated June 22, 2012 and recorded August 9, 2012 at 12:54 p.m. as Document Number 1950138.

Property Address:
2617 Saemann Avenue, Sheboygan, WI 53081

Legal Description:
Lot 58 and the W ½ of vacated North-South alley adjacent, Fairview Subdivision, located in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Dale Robert Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 02FA90, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of $121.00 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR5487, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of $181.00 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR5486, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of $156.20 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 03FO1569, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of $140.80 (no attorney listed).

Judgment executed against Dale Maxey and Shara Millette in favor of Sarah Reik and Dan Reik, N115W17107 Armaoa Drive, Germantown, WI 53022, Sheboygan County Circuit Court Case Number 07SC798, entered April 30, 2007 and docketed May 11, 2007 at 3:18 p.m. in the principal sum of $2,467.29 (no attorney listed).

Judgment executed against Alan A. Hoffman (prior owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 11CM444, entered June 5, 2012 and docketed June 5, 2012 at 3:32 p.m. in the principal sum of $265.00 (no attorney listed).

Judgment executed against Alan A. Hoffman (prior owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 10CM93, entered June 5, 2012 and docketed June 5, 2012 at 3:32 p.m. in the principal sum of $730.00 (no attorney listed).

Taxes:

Certificate No.:	1179
Tax Year:	2013

Sale Year:	2014
Principal Sum of Lien:	$1,460.49
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281610230

Owner(s) of Record:
Long Yang and Mai Lee Vang Yang, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated January 3, 1997 and recorded January 7, 1997 at 8:40 a.m. in Volume 1484 of Records, Page 506 as Document Number 1468083.

Property Address:
Vacant Land on N. 26th Street, Sheboygan, WI 53081

Legal Description:
Lot 61 and the East Half of vacated alley adjacent, Fairview Subdivision, City of Sheboygan

Mortgages:
None of Record

Judgments/Liens:
Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Clerk of Courts, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of $191.04 (no attorney listed).

Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Clerk of Courts, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of $452.38 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of $186.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of $20.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of $400.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of $200.00 (no attorney listed).

Judgment against Mai Yang, in favor of Acuity, P.O. Box 58, 2800 S. Taylor Drive, Sheboygan, WI 53082-0058, Sheboygan County Circuit Court Case Number 13SC1223 entered June 10, 2013 and docketed June 10, 2013 at 12:34 p.m. in the principal sum of $3,178.79 (no attorney listed).

Judgment against Mai L. Yang, in favor of Aurora Health Care Central Inc., P.O. Box 343910 Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 09SC2699 entered September 21, 2009 and docketed September 29, 2009 at 1:17 p.m. in the principal sum of $755.26 (Attorney John M. Heuer).

Judgment against Mailee V. Yang, in favor of Aurora Health Care Metro Inc. and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2041, entered August 12, 2013 and docketed August 20, 2013 at 10:32 a.m. in the principal sum of $1,738.46 (Attorney John M. Heuer).

Possible Child Support Lien against Mai Yang, Date of Birth November 1, 1978, Docket Number 413333, filed November 4, 2012 in the principal sum of $30,126.54, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233.

Taxes:

Certificate No.:	1180
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$124.41
Date Interest and Penalty Computed:	2/1/2014

Other:
Vacated Alley Resolution dated August 19, 1963 and recorded September 4, 1963 at 3:23 p.m. in Volume 421 of Deeds, Pages 136/8 as Document Number 825559.

PARCEL NO. 59281610350

Owner(s) of Record:
Walter J. Bauer, a single person, by virtue of a Warranty Deed dated December 14, 1984 and recorded December 18, 1984 at 3:46 p.m. in Volume 973, Page 807 as Document Number 1110197.

Land Contract executed by Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer Deceased (Vendor) and Richard F. Hitsman, a single person (Vendee) dated September 28, 2012 and recorded October 16, 2012 at 3:49 p.m. as Document Number 1954671.

Assignment of Land Contract Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer (Vendor) to Rose Ann Sargent, Dale Bauer and John Bauer, as Tenants-In-Common, dated December 3, 2012 and recorded January 9, 2013 at 2:11 p.m. as Document Number 1960364.

Property Address:
1544 N. 26th Street, Sheboygan, WI 53081

Legal Description:
Lots Seventy-Seven (77) and Seventy-Eight (78), Fairview Subdivision to the City of Sheboygan

Mortgages:
None or Record

Judgments/Liens:
Judgment executed against Richard Hitsman and Shari Lynn Hitsman in favor of Louis Coulis MD SC, 1414 N. Taylor Drive, Sheboygan, Wisconsin 53081, Sheboygan County Circuit Court Case Number 9SC874, dated March 23, 2009 and docketed April 20, 2009 at 10:42 a.m. in the principal sum of $601.56 (Attorney Andrew H. Morgan Esq.).

Taxes:

Certificate No.:	1182
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$1,099.71
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281811020

Owner(s) of Record:
Laura L. Loiselle, by virtue of a Warranty Deed dated February 23, 2010 and recorded February 25, 2010 at 2:34 p.m. as Document Number 1896938.

Property Address:
2025 Folger Court, Sheboygan, WI 53081

Legal Description:
Lot 27, Folgers Addition Supplement, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1184
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$807.62
Date Interest and Penalty Computed:	2/1/2014

Other:
None

PARCEL NO. 59281826070

Owner(s) of Record:
Dale Schwantes (Vendor) and Todd Heckert (Vendee) in a Land Contract dated May 18, 2009 and recorded May 21, 2009 at 9:03 a.m. as Document Number 1878230. Dale A. Schwantes, by virtue of a Quit Claim Deed dated April 28, 2004 and recorded October 21, 2004 at 9:26 a.m. as Document Number 1748131; and by Quit Claim Deed dated December 7, 2004 and recorded December 10, 2004 at 2:45 p.m. as Document Number 1752686.

Property Address:
2004 Mayflower Avenue, Sheboygan, WI 53083

Legal Description:
Lot Seven (7), except the West One Hundred Sixty-One (161) feet thereof, (incorrectly shown as 181 feet on previous deeds), in Schetter's Subdivision in the City of Sheboygan but subject to street rights of the East Thirty (30) feet of said lot.
AND:
The South One (1) foot of the East Ninety-Five (95) feet of Lot Eight (8) in Schetter's Subdivision in the City of Sheboygan, subject to street rights of the East Thirty (30) feet of said lot, Sheboygan County, Wisconsin

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Todd Heckert in favor of Wisconsin Public Service Corporation, PO Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC498, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of $1,418.43 (Attorney Ann Louise Patteson).

Taxes:

Certificate No.:	1206
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	$408.58
Date Interest and Penalty Computed:	2/1/2014

Other:
Easement as referenced in Quit Claim Deed dated December 7, 2004 and recorded December 10, 2004 at 2:45 p.m. as Document Number 1752686.

Driveway Restoration Agreement dated May 2, 1980 and recorded May 7, 1980 at 9:28 a.m. in Volume 880 of Records, Pages 111/12 as Document Number 1055112.

Weatherization Certificate of Compliance dated October 21, 2004 and recorded October 21, 2004 at 9:27 a.m. as Document Number 1748132.

PARCEL NO. 59281628710

Owner(s) of Record:
Cody Abraham, by virtue of a Special Warranty Deed dated June 1, 2011 and recorded June 6, 2011 at 12:56 p.m. as Document Number 1925270.

Property Address:
2506 N. 15th Street, Sheboygan, WI 53083

Legal Description:
The South 45 feet of Lots 34 and 35, Zelle & Schaetzer's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by Cody Abraham to Adrienne Boutillier, her successors and assigns, (no address provided), dated June 22, 2015 and recorded June 22, 2015 at 2:33 p.m. as Document Number 2004861, securing the principal sum of $6,200.00.

Judgments/Liens:
Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF635, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $2,921.23 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF655, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $525.05 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CM1104, entered January 31, 2007 and docketed February 1, 2007 at 10:08 a.m. in the principal sum of $125.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM678, entered January 31, 2007 and docketed February 1, 2007 at 9:57 a.m. in the principal sum of $49.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM1642, entered January 31, 2007 and docketed February 1, 2007 at 9:44 a.m. in the principal sum of $3.77 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50 (no attorney listed).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC777, entered March 23, 2009 and docketed March 27, 2009 at 11:28 a.m. in the principal sum of $941.89 (Attorney Ann Louise Patteson).

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5296, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $515.50 (no attorney listed).

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5297, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $389.50 (no attorney listed).

Taxes:

Certificate No.:	1214	1215
Tax Year:	2013	2013

Sale Year:	2014	2014
Principal Sum of Lien:	$1,209.75	$679.82
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
Rental Weatherization Stipulation Authorization Number S121982.

PARCEL NO. 59281700300

Owner(s) of Record:
LTD Rentals & Restoration, LLC, by virtue of a Warranty Deed dated July 12, 2006 and recorded July 18, 2006 at 1:54 p.m. as Document Number 1803559.

Property Address:
1218 Superior Avenue, Sheboygan, WI 53081

Legal Description:
Lot 3, Block 13, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

Mortgages:
Mortgage executed by LTD Rentals & Restoration, LLC to Johnson Bank, 555 Main Street, Suite 340, Racine, WI 53403, dated July 12, 2006 and recorded July 18, 2006 at 1:58 p.m. as Document Number 1803561, securing the principal sum of $345,000.00; Assignment of Rents related thereto recorded as Document Number 1803562 (Includes other land).

Mortgage executed by LTD Rentals & Restoration, LLC to M&I Marshall & Ilsley Bank, 2002 Eastern Avenue, Plymouth, WI 53073, dated August 6, 2008 and recorded August 18, 2008 at 11:09 a.m. as Document Number 1859089, securing the principal sum of $100,000.00(Includes other land).

Judgments/Liens:
Judgment executed against LTD Rentals and Restoration in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ16, entered August 14, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ150, entered October 16, 2013 and docketed June 23, 2014 at 9:11 a.m. in the principal sum of $117,568.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ15, entered August 14, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ42, entered July 8, 2013 and docketed January 28, 2014 at 11:12 a.m. in the principal sum of $681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ52, entered July 8, 2013 and docketed February 27, 2014 at 10:33 a.m. in the principal sum of $681.00 (no attorney listed).

Taxes:

Certificate No :	1233	1234

Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	$1,905.91	$510.82
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:
Raze Order dated July 17, 2014 and recorded July 22, 2014 at 2:04 p.m. as Document Number 1989240.

PARCEL NO. 59282910190

Owner(s) of Record:
Harold E. Perronne Family Trust, by virtue of a Warranty Deed dated December 20, 1996 and recorded January 13, 1997 at 1:44 p.m. in Volume 1485 of Records, Page 396 as Document Number 1468474.

Land contract executed by Harold E. Perronne Family Trust to John H. Perronne, a single person, dated July 22, 2001 and recorded August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, Page 327 as Document Number 1605672, in the principal sum of $24,000.00.

Property Address:
411 State Street, Sheboygan Falls, WI 53085

Legal Description:
Lots 1 and 2, except the West 19.87 feet of Lot 2, Block 2 of Federwisch Subdivision to the City of Sheboygan Falls

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against John Perronne in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ 07632, Sheboygan County Circuit Court Case Number 07SC1829, entered June 4, 2007 and docketed June 28, 2007 at 4:21 p.m. in the principal sum of $3,683.37 (Attorney Brandon E. Bowlin).

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW369, Warrant Number 59-11964346, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:20 p.m. in the principal sum of $3,184.55.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945350, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of $2,610.09.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW375, Warrant Number 59-11980338, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of $2,896.57.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW331, Warrant Number 59-11930658, type of tax - sales, entered March 9, 2012 and docketed October 25, 2012 at 7:57 p.m. in the principal sum of $748.28.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW332, Warrant Number 59-11930660, type of tax - sales, entered September 9, 2011 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $691.60.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW333, Warrant Number 59-11930659, type of tax - sales, entered June 7, 2012 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $762.12.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW334, Warrant Number 59-11930657, type of tax - sales, entered December 22, 2009 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of $565.33.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW162, Warrant Number 59-11973574, type of tax - income, entered November 23, 2012 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of $2,800.79.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW164, Warrant Number 59-11932951, type of tax - income, entered April 15, 2014 and docketed September 19, 2014 a17:45 p.m. in the principal sum of $4,867.30.

State Tax Lien executed against John H. Perronne in favor of Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW163, Warrant Number 59-119785759, type of tax - income, entered April 15, 2014 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of $4,388.41.

Taxes:

Certificate No.:	1680	1549	1333
Tax Year:	2011	2012	2013
Sale Year:	2012	2013	2014
Principal Sum of Lien:	$1,387.98	$1,432.62	$1,434.02
Date Interest and Penalty Computed:	2/1/2012	2/1/2013	2/1/2014

Other:
Twenty foot building setback along the Northerly line of Lot 2 and along the Northwesterly line of Lot 1 as set forth in Volume 5 of Plats, Page 38.

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5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

NOTICE OF COMMENCEMENT OF PROCEEDING
IN REM. TO FORECLOSE TAX LIENS
BY SHEBOYGAN COUNTY

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Three, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated March 3, 2017, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on March 3, 2017. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 3, 2017, which date is hereby fixed as the last day for redemption.

(The rest of this page intentionally left blank.)

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 3, 2017, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

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PETITION

SHEBOYGAN COUNTY petitions for judgment vesting title to each of said parcels of land in said Sheboygan County as of the date of entry of judgment and barring any and all claims whatsoever of the former owner or any person having any right, title, interest, claim, lien, or equity of redemption and any person claiming through and under the former owner since the date of filing this list of tax liens in the Office of the Clerk of the Circuit Court of Sheboygan County.

Dated this 3rd day of March, 2017.

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

LAURA HENNING-LORENZ, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 3rd day of March, 2017.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2021

DIANNE HOHENSTERN
NOTARY PUBLIC
STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive, Suite 310
Sheboygan, WI 53081-3174

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VI

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. April 5, 2017.

Your Committee to whom was referred R. O. No. 230-16-17 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:

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1141	Frank, Jason J.	2533 N. 15th St., #2

_____ _____

_____ _____

_____ _____

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

Other Matters

7.2

II

R. O. No. 230 - 16 - 17. By CITY CLERK. February 20, 2017.

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

Law & Lic
3/6/17 - grant all lic except hold Lankes, Chavez, Frank
3/20/17 - grant Lankes, hold Chavez & Frank
4/5/17 - deny Chavez, grant Frank

City Clerk

CLASS"A" FERMENTED MALT LICENSE (June 30, 2017)

No.	Name	Address
3243	Sheboygan Harbor Petro	905 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
7996	Bebermeier, Erin B.	2513 Wedemeyer St.
0520	Finstad, Kyle S.	1105 Stonebridge Dr., Howards Grove
0118	Hauch, Gary M.	1106 Longfellow Ave., Howards Grove
1101	Lamkin, Luecenia B.	1314 Virginia Ave.
1105	Magray, Tiffany A.	2338 N. 15th St.
1138	Martin, Michael J.	N7046 Woodside Hills Dr.
9928	Meinnert, Nathan J.	4521 Moenning Rd.
1020	Myer, Kolleen M.	3431 N. 10th St., #332
1079	Polasky, Anna M.	606 St. Clair Ave.
1052	Prust, Carly J.	2711 Columbus Ave.
1046	Ryan, Ashley A.	1704 Saemann Ave.
0510	Sharma, Shobha	916 Mulberry Lane, Kohler
1051	Torres, Sarah M.	N7772 Lakeshore Rd.
1086	Wrensch, Cody J.	912 Delta Ct., Cleveland

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1049	Chavez Jr., Moises	1926 N. 9th St.
1141	Frank, Jason J.	2533 N. 15th St., #2
0987	Ries, Johnathan David	421 New York Ave.
9044	Ringel, Tammy L.	1511 N. 8th St.
9876	Van Sluys, Darrell L.	15 Elmwood Dr.

VI

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. April 5, 2017.

Your Committee to whom was referred R. O. No. 246-16-17 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 with various caveats:

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

No.	Name	Address
*3101	Alan Vodicka Massage & Energy	529 Ontario Ave.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
*1170	Neitzel, Daniel W.	W3233 Cty Rd. C, Sheb. Falls

***grant with instructions to correct the application**

*1152	Woiak, Alexis E.	1222 Parkwood Blvd., #D

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1132	Mitchell, Daniel H.	909 Ontario Ave., #D15

_____ _____

_____ _____

_____ _____

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

Other Matters

9.5

II

R. O. No. 246 - 16 - 17. By CITY CLERK. March 6, 2017.

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

Law & Lic
3/20/17 - grant all licenses except hold massage, Neitzel, Woiak, Mitchell
4/5/17 - grant massage, Woiak, Neitzel, Mitchell

City Clerk

CHANGE OF PREMISE

No.	Name	Address
3150	Craft 30	1015 S. 10th St. - three-day event to be Held 6/22/17 to 6/25/17 to include current premise and corner of grass lot, south of existing brick fenced-in patio - using the area between patio and the alley.

"CLASS A" LIQUOR LICENSE (June 30, 2017)

No.	Name	Address
3245	Festival Foods	595 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

No.	Name	Address
3247	Mad Max of Sheboygan	1003 S. 14th St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

No.	Name	Address
3246	Toys Thai Laos I	1229 N. 8th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

No.	Name	Address
3101	Alan Vodicka Massage & Energy	529 Ontario Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
1334	Bilbrey, Stephanie A.	3622 Geele Ave.
1180	Breitzman, Brittney D.	409 Vollrath Blvd.
1293	Brethouwer, Cory R.(Club)	W4061 Cty Rd N, Sheb. Falls
1187	Fredricks, Jude P.	7313 Shircel Rd.
1223	Gottsacker, Lisa L.	4021 N. 45th St.
1962	Jansen, Lisa M.	2801 S. 17th St.
7791	Kalista, Jodi L.	2007 Calumet Dr.
1224	Keil, Andrew K.	2S357 Park Blvd., Glen Ellyn, Il
1265	Lapalme, Karrie A.	531 S. 14th St.
0806	Mueller, Hope Ann	2105 S. 16th St.
1303	Nack, Cheryl L.	4414 Tara Ln.
1170	Neitzel, Daniel W.	W3233 Cty Rd. C, Sheb. Falls
1327	Ringuette, Tera L.	1904 N. 6th St.
7778	Salm, Francis G.	922 Dillingham Ave.
6368	Schmidt, Tiffany L.	1622 N. 25th St.
1152	Woiak, Alexis E.	1222 Parkwood Blvd., #D

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1132	Mitchell, Daniel H.	909 Ontario Ave., #D15
1244	Rosado Cordero, Darwin M.	1027 Indiana Ave.

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. April 5, 2017.

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

"CLASS B" LIQUOR LICENSE (June 30, 2017)

No.	Name	Address
3248	Seeboth Delicatessen	1501 S. 8th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
1354	Colby, Frederick W.	1331 Bluff Ave.
0627	Daane, Aleyda A.	N3287 St. Hwy 32, Sheb. Falls
1340	Dessart, Emmie M.	710 Bluffalo St., Sheb. Falls
1352	Faucher, Staceyann	2242 Lake Aire Dr.
7004	Halada, Kimberly A.	813 Huron Ave.
1401	Hietala, Jason P.	914 Kentucky Ave.
1349	Mata, Mallory A.	2304 Cooper Ave.
1393	Maurin, Trevor J.	1924 S. 11th St.
1378	Riasat, Khurum D.	628 W. Riverside Dr. Lower, Kohler

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1373	Allee, William David	4454 S. 8th St.
1338	Rodriguez Acosta, Samuel M.	1547 N. 20th St.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. April 5, 2017.

Your Committee to whom was referred R.O. No. 253-16-17 by the Chief of Police submitting the quarterly report for the period commencing October 1, 2016 and ending December 31, 2016; recommends the documents be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.6

R.O. No. 253 - 16 - 17. By CHIEF OF POLICE. March 20, 2017.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing October 1, 2016 and ending December 31, 2016.

Part I Crimes	OCT		NOV		DEC		2016 TOTAL 4th QTR Actual Offenses	2015 TOTAL 4th QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	4	3	0	0	1	1	5	5
Robbery	1	1	1	0	1	2	3	6
Aggravated Assault	6	6	8	7	11	10	25	27
Burglary	11	3	17	7	5	3	33	31
Theft	90	53	71	33	56	21	217	236
Vehicle Theft	4	3	2	1	2	1	8	8
Arson	2	0	0	0	0	0	2	1
Total Part I Crimes	118	69	99	48	76	38	293	314
Total Current *Actual Offenses*		293	Total Current *Cleared*			155		
Same Quarter Last Year		314	Same Quarter Last Year			145		

PPS
approve

Traffic Arrests	
OCT	206
NOV	171
DEC	184
Current Quarter	561
Same Quarter Last Year	582

Other Arrests	
OCT	286
NOV	278
DEC	255
Current Quarter	819
Same Quarter Last Year	916

Accidents Investigations	
Current Quarter	526
Same Quarter Last Year	435

Total Arrests	
Current Quarter	1380
Same Quarter Last Year	1498

Property	OCT	NOV	DEC	Current Quarter	Same Quarter Last Year
Value Property Stolen	66,925	48,232	36,914	152,071	110,664
Value Property Recovered	41,204	24,589	12,656	78,449	50,229
Percent Recovered	62	51	34	52%	45%

Chief of Police Christopher D. Domagalski

VIII

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. April 5, 2017.

Your Committee to whom was referred Res. No. 225-16-17 by Alderperson Thiel authorizing the Purchasing Agent to enter into contract for purchase, delivery, training and online "cloud" data archiving of a Digital Body worn camera system for the Sheboygan Police Dept.; recommends the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.4

Res. No. 225- 16 - 17. By Alderperson Thiel. March 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for purchase, delivery, training and online "cloud" data archiving of a Digital Body worn camera system for the Sheboygan Police Dept.

WHEREAS: The Sheboygan Police Department has included in their 2017 Capital Improvements budget the purchase of a body worn camera system to enhance public/Police interaction and;

WHEREAS: The Department has spent considerable time and effort in the research of these systems including discussions with other current users and has determined that the solution offered by Taser International affords the Department the most comprehensive and durable solution and;

WHEREAS: Taser International has a contract with TCPN for the purchase of its systems of which the City is able to access negating the need for competitive bidding and has provided the City with a proposal including the contract pricing.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Taser International of Scottsdale AZ for the purchase and installation of a complete body worn camera system including online data archiving.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account #40021100-649100 in the amount of $81,913.51 in payment of same.

PPS approval

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. April 5, 2017.

Your Committee to whom was referred Res. No. 226-16-17 by Alderperson Thiel authorizing the Purchasing Agent to enter into contract for provision and installation of a replacement Digital Dictation System for the Sheboygan Police Dept.; recommends the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.5

Res. No. 226 - 16 - 17. By Alderperson Thiel. March 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for provision and installation of a replacement Digital Dictation System for the Sheboygan Police Dept.

WHEREAS: For a number of years, the City of Sheboygan Police Department has worked closely with a vendor to provide a complete digital dictation system and necessary support for the Sheboygan Police Dept. The Police Department utilizes dictation technology on a near constant basis in order to assure careful and accurate recordkeeping and;

WHEREAS: In an effort to keep pace with newer technology and assure that the physical equipment is kept in good operating condition, the Police Dept. included necessary funding for an upgrade in its 2017 Capital Improvements Budget. The Vendor, Digitechs (formerly Quality Assured Office Machines) of Green Bay, WI has provided stellar service and support for a number of years and also is a Vendor on the University of WI State contract and;

WHEREAS: In addition to providing excellent support the Vendor has proposed both discount pricing as well as a generous trade-in allowance for the current equipment and its presence on the University of WI contract precludes the City from Competitive Bidding and;

PPS approve

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Digitechs of Green Bay WI for provision and installation of the Digital Dictation System including trade-in of the current equipment as well as on-going support.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 40021100-649100 in the amount of $44,816.30 including trade-in in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By FINANCE. April 5, 2017.

Your Committee to whom was referred Res. No. 233-16-17 by Alderperson Wolf authorizing accepting a grant from the Tony Hawk Foundation in the amount of $5,000 to be used towards the skate park project; recommends the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.2

Res. No. 233- 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION authorizing accepting a grant from the Tony Hawk Foundation in the amount of $5,000 to be used towards the skate park project.

WHEREAS, City Development Staff applied for this grant in January 2017 and were notified that we are being awarded $5,000 to be used towards our remaining fundraising efforts.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to sign all documents necessary to executing a grant agreement with the Tony Hawk Foundation.

Finance approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

TONY HAWK FOUNDATION

13 March 2017

City of Sheboygan
828 Center Ave
Sheboygan, WI 53081
Attn: Chad Pelishek

Dear Chad,

I'm pleased to inform you that the Tony Hawk Foundation has raised $5,000 to assist in the **construction** of your public, non-profit skatepark in Sheboygan. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
    a. The construction and operation of the skatepark, and
    b. The implementation of any information or advice given to you by the Foundation.

2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **three** (3) years of the date of this agreement, or if in the Foundation's sole judgment:
    a. Grant funds or income arising from the grant have been used for purposes other than the construction of the skatepark, as described above; or
    b. Your organization has failed to comply with any of the terms of the grant.

3. You agree to provide a written progress report (via THF's online questionnaire) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.

4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.

5. You agree NOT to expend Tony Hawk Foundation grant funds:
    a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or

    b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does <u>not</u> include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)

6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of City of Sheboygan, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.

7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.

8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than 90 days from the date of this agreement.

After we've received the signed original of this letter, we'll send you the check. **Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.**

Sincerely,

Miki Vuckovich
Executive Director
Tony Hawk Foundation

Agreed to and accepted on behalf of City of Sheboygan this ____ day of _____, 2017

By: _____ (signature)

Name:

Title:

The check to be made payable to:

Address and name of the person to whom the check should be mailed: _____

_____

_____

VIII

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. April 5, 2017.

Your Committee to whom was referred Res. No. 228-16-17 by Alderperson Belanger authorizing the Purchasing Agent to enter into contract for the painting and refinishing of steel railings along the North side of the Sheboygan River between the 8th Street Bridge and the U.S. Coast Guard Station; recommends the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.7

Res. No. 228 - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the painting and refinishing of steel railings along the North side of the Sheboygan River between the 8th Street Bridge and the U.S Coast Guard Station.

WHEREAS: The blue steel railings along the Boardwalk on the North side of the Sheboygan River between the 8th Street Bridge and the U.S Coast Guard Station are in need of sanding and refinishing. Altogether there is approximately 17,000 lineal feet of 2" tube railing to be refinished. The City included funds in the 2017 Capital Improvements and Strategic Plan(s) for the work and;

WHEREAS: A request for bids was issued with the lowest responsible bidder being JSM General Contracting LLC of Wadena MN, and;

WHEREAS: Following a review of the proposal including speaking with the references provided, JSM General Contracting LLC has been found to be wholly responsive to the bid and eligible for award of the contract.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with JSM General Contracting LLC of Wadena MN for the complete refinishing of the handrail and adjacent structures along the north side of the Sheboygan River at a cost of $ 84,750.00 and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #61137110-521900 (Boat Facilities Fund) in payment of same.

P.W. approve

John B

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. April 5, 2017.

Your Committee to whom was referred Res. No. 229-16-17 by Alderperson Belanger authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportations, and McMahon Associates, Inc. for the North Avenue Road Project (Calumet Drive to N. 15th Street, State Project ID 4996-01-78) for additional services including additional environmental documentation and design services related to modifications to the railroad crossing, additional environmental documentation related to the intersection with 15th Street and additional design services for the 15th Street intersection, for the proposed sum of $38,673.39 of which the Federal share in $29,005.04 and of which the City of Sheboygan's share is $9,668.35; recommends the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.8

Res. No. 229 - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for the North Avenue Road Project (Calumet Drive to N. 15th Street, State Project ID 4996-01-78)for additional services including additional environmental documentation and design services related to modifications to the railroad crossing, additional environmental documentation related to the intersection with 15th Street and additional design services for the 15th Street intersection, for the proposed sum of $38,673.39 of which the Federal share is $29,005.04 and of which the City of Sheboygan's share is $9,668.35

RESOLVED: That the appropriate City Officials execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for two determinations of national registry eligibility for historic resources adjacent to the North Avenue Road Project (Calumet Drive to N. 15th Street, State Project ID 4996-01-78) for the proposed sum of $38,673.39 of which the Federal share is $29,005.04 and of which the City of Sheboygan's share is $9,668.35 - 47533140-631200 $9,668.35.

P.W. approve

John B

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AMENDMENT NO.3 TO THE CONTRACT
BETWEEN City of Sheboygan (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND McMAHON (CONSULTANT) FOR

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

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

The primary reason(s) for this amendment:

- The department has requested the completion of an assessment of effects (AOE) document for two historic resources located adjacent to the project corridor; this also requires the preparation of a separate historic resources factor sheet for each resource.

- The department has requested that a separate Section 4(f) evaluation be prepared for each historic resource; de Minimis 4(f) evaluations are anticipated. The preparation of a separate Section 4(f) factor sheet for each resource is also required.

- The department has requested that additional design alternatives be prepared for the two at-grade railroad crossings located within the project limits. These alternatives include revised profiles for both the road way and for the railroad main line track and siding tracks. Additional surveys are required along each track up to and through the Martin Avenue crossings. Additional construction/traffic stages are required.

- The department has requested that the environmental document be modified to include the area within and immediately adjacent to the railroad right-of-way that will be impacted by the project. This includes both the main line track and siding track corridors; the limits for each of these track corridors begins approximately 500-ft north of North Avenue and extends south to Martin Avenue. Phase 1 Hazardous Materials/Contamination Assessments, Historical/Architectural Reconnaissance Surveys, Phase 1 Archaeological Investigations, and wetland delineations will be required.

- The department has requested additional design services for the reconstruction of the North Avenue intersection with 15th Street, in addition to the following services:

    a. Railroad OCR Public Hearing.
    b. Alternatives Selection ICE for 15th Street.
    c. Traffic Signal Plan for 15th Street.
    d. Timing plan and City Coordination for 15th Street.

- The department has requested the "If Authorized" be deleted from the contract.

For Authorized Services:

Actual costs to the CONSULANT up to $252,374.80 (an increase of $48,956.96), plus a fixed fee of $18,146.68 (an increase of $3,623.15), not to exceed $270,521.48 (an increase of $52,580.11).

For historical resources DOE services subcontracted to Heritage Research, LTD, the CONSULTANT's actual cost to Heritage Research, LTD based on Heritage Research's actual cost up to $21,134.75 (an increase of $6,442.31), plus a fixed fee of $1,862.99 (an increase of $672.63) not to exceed $21,134.75 (an increase of $7,114.94).

For title report services subcontracted to Classic Title Services, the CONSULTANT'S actual cost to Classic Title Services not to exceed $3,750.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (assume 4 tax key numbers)	Each	$150.00 (no change)
Letter Reports (Assume 42 tax key numbers)	Each	$75.00 (no change)

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

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

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

For phase 1 archaeological investigation subcontracted to Archaeological Research, Inc., the CONSULTANT's actual cost to Archaeological Research, Inc. based on Archaeological Research's actual cost up to $2,221.20 (an increase of $2,221.20), plus a fixed fee of $214.50 (an increase of $214.50) not to exceed $2,435.70 (an increase of $2,435.70).

Total contract not to exceed $303,751.93 (an increase of $62,130.75).

"IF AUTHORIZED"

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

The CONSULTANT's actual cost up to $0.00 (a decrease of $21,832.11), plus a fixed fee of $0.00 (a decrease of $1625.25), not to exceed $0.00 (a decrease of $23,457.36).

Compensation for "if authorized" services for this contract not to exceed $0.00 (a decrease of $23,457.36).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $303,751.93 (an increase of $38,673.39).

The CONSULTANT REPRESENTATIVE is: Michael R. Simon, P.E., Project Manager, McMAHON.

Street Address: 1445 McMahon Drive, Neenah, WI 54956
Mailing Address: PO Box 1025, Neenah, WI 54957-1025
Telephone: (920) 751-4200

Fax:	(920) 751-4284
Email:	msimon@mcmgrp.com

The DEPARTMENT is: Rich Glen, P.E., Northeast Region Management Consultant, JT Engineering.

Street Address:	1077 Centennial Centre Blvd., Hobart, WI 54155
Telephone:	(920) 468-4771
Fax:	(920) 468-7135
Email:	richglen@jt-engineering.com

The MUNICIPALITY representative is Ryan Sazama, City Engineer, City of Sheboygan:

Street Address:	City of Sheboygan
Mailing Address:	2026 New Jersey Avenue, Sheboygan, WI 53081
Telephone:	(920)459-3485
Fax:	(920)459-0227
E-Mail:	ryan.sazama@sheboyganwi.gov

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

For the CONSULTANT

By: _____
Michael R. Simon

Title: Project Manager

Date: 3-6-17

For the DEPARTMENT

By: _____

Title: _____

Date: _____

For the City

By: _____

Title: _____

Date: _____

VIII

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. April 5, 2017.

Your Committee to whom was referred Res. No. 231-16-17 by Alderperson Belanger authorizing the appropriate City Officials to apply for a grant from the Wisconsin Department of Natural Resources; recommends the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.10

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.

P.W. approve

III

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

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

Project Name

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

Name of Government Official - Authorized Signatory (First Last)			Name of Government Official - Grant Contact Person (First Last)		
Title			Title		
Area Code + Phone Number			Area Code + Phone Number		
E-Mail Address			E-Mail Address		
Mailing Address - Street or PO Box			Mailing Address - Street or PO Box		
City	State WI	ZIP Code	City	State WI	ZIP Code

Project Information

A. Location of Project

County	State Senate District number:	State Assembly District number:

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)
	N							
	N							
	N							

Method for Determining Latitude & Longitude (check one)

○ GPS ○ DNR Surface Water Data Viewer (http://dnrmaps.wi.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.

C. Watershed, Waterbody and Pollutants (see Attachment A and http://dnrmaps.wi.gov/SL/?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

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/SL/?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.

☐ 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

☐ 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 New	Update Existing	The project is to develop or update one or more of the following ordinances (must be the applying Governmental 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 New	Update Existing	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 New	Update Existing	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 New	Update Existing	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		
Prepare Request for Proposal		
Select Consultant		
Finalize Scope of Service and Professional Services Contract		
Get DNR approval of Professional Services Contract		
Hold "kick-off" meeting		
Interim meeting with DNR		
Presentation to Municipal Council		
Submit project and final report to DNR		
Additional Milestones (list below)		

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 ($)**	**Amount from Column B Eligible for DNR Cost Sharing ($)**
1. Total		

B.1. (continued) Cost Sharing Worksheet

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

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.

Identify the source of the local share:

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:

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
☐		**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).
		Name of Applicable Impaired Water: **Name of Pollutant Causing Impairment:**
☐		**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 ASNRIs 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. **Name of Applicable ORW/ERW or ASNRI:**
☐		**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.
☐		**D. Surface Water Quality** Prevention of degradation of surface water quality due to nonpoint sources
		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.
☐		**E. Exceeds Groundwater Enforcement Standard** Groundwater within the project area where representative information indicates that stormwater pollutants in groundwater exceed the Enforcement Standard (ES).
☐		**F. Exceeds Groundwater Preventive Action Limit** Groundwater within the project area where representative information indicates that storm water pollutants in groundwater exceed the Preventative Action Limit (PAL).
☐		**G. Groundwater Quality** (see Attachment F) The project area is within a geological area defined in Attachment F as susceptible to groundwater contamination.
	Total:	

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 (%)
☐ Pike River and Creek	
☐ Root River	
☐ Oak Creek	
☐ Milwaukee River	
☐ Sauk Creek	
☐ Sheboygan and Onion Rivers	
☐ Manitowoc River	
☐ Twin Rivers	
☐ Kewaunee and Ahnapee Rivers	
☐ Menominee River	
☐ Fish Creek	
☐ St. Louis and Nemadji Rivers	
☐ 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;

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.

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).

☐ 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).

☐ 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.

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 thisroject? If so, describe here.

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*)	Title

☐ 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

or

PO Box 7921
Madison WI 53707-7921

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

VIII

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. April 5, 2017.

Your Committee to whom was referred Res. No. 232-16-17 by Alderperson Belanger authorizing entering into contract with Display Sales to purchase downtown Christmas decorations; recommends the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.1

Res. No. 232- 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing entering into contract with Display Sales to purchase downtown Christmas decorations.

WHEREAS: The wreaths that were previously used along 8th Street have reached their usable life and require replacement.

WHEREAS: City staff worked with Display Sales from Bloomington, MN to provide an estimate to replace the wreaths with natural timberline garland with LED bulbs and 12 inch red velvet bows to be placed on the decorative light poles from the Sheboygan River to Michigan Avenue and on light poles in the new City Green Arts space;

WHEREAS, provided the decorations are purchased by April 13, 2017, the City shall receive 2016 pricing.

WHEREAS, City staff worked with the Sheboygan Squared Business Improvement District merchants in choosing the decorations to make sure they coordinate with the current Christmas decorations scheme.

RESOLVED: That City staff is hereby authorized to enter into contract with Display Sales for the downtown Christmas decorations for $30,781.80 and waive the competitive bidding process.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw orders on Account 215-6 1100-631100 in payment thereof.

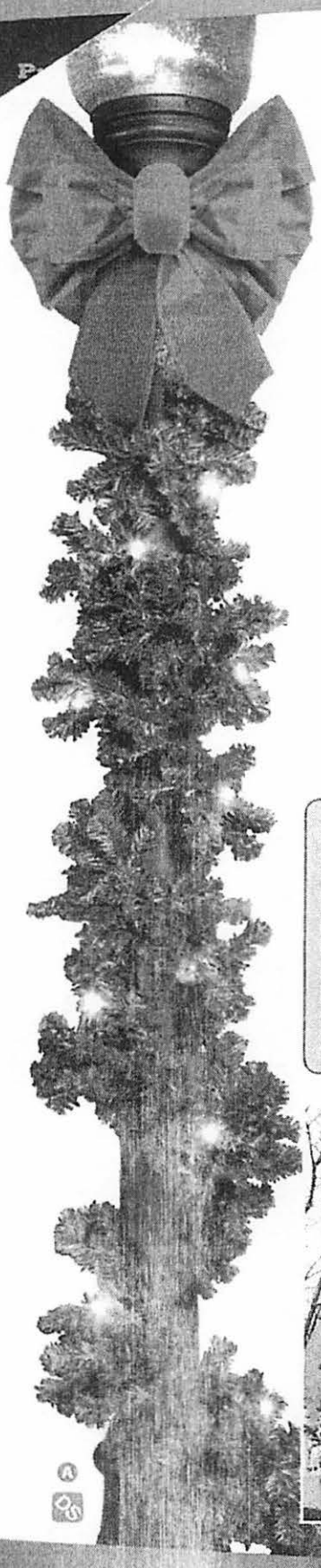
Pl. approve.

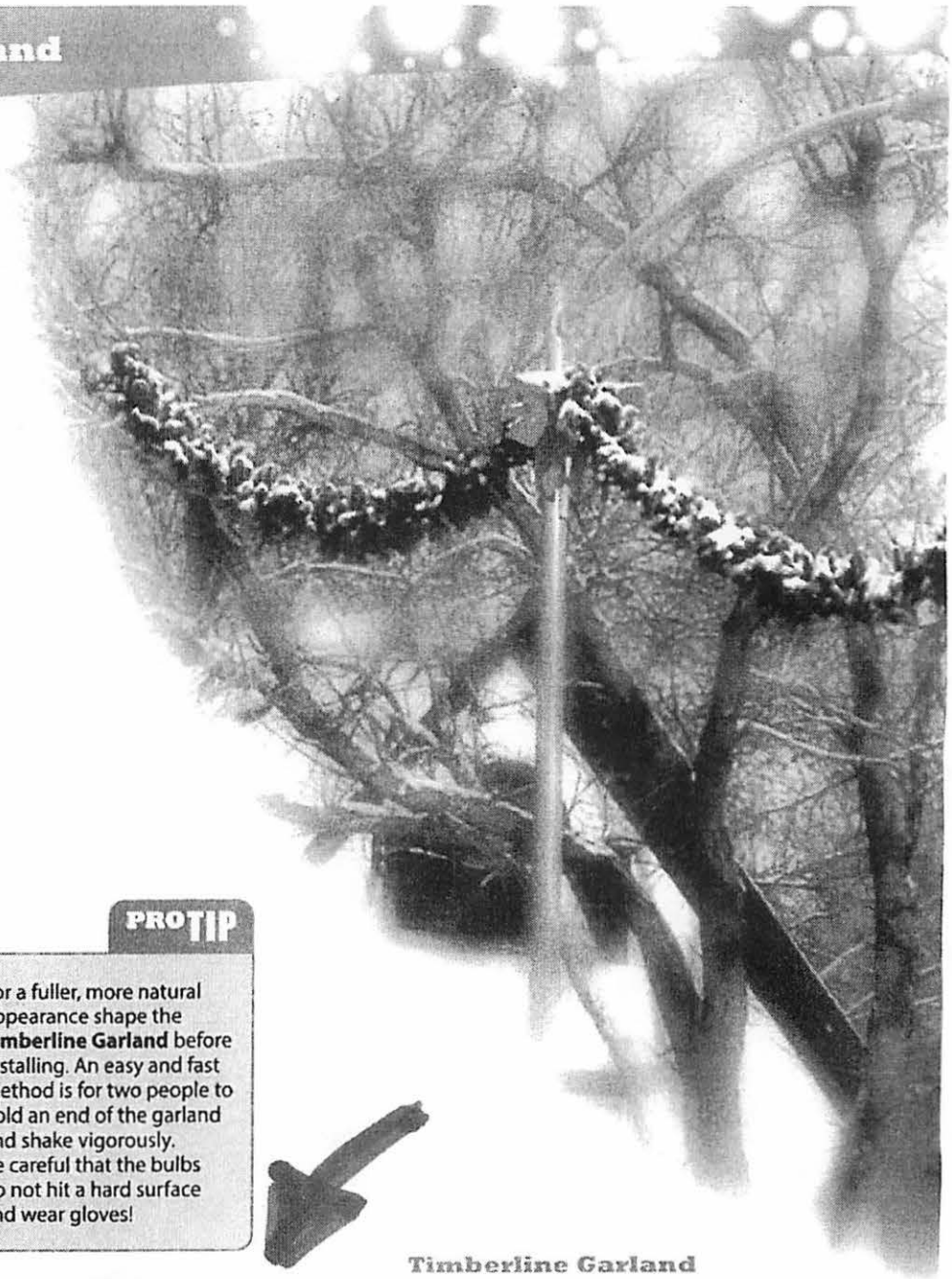
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

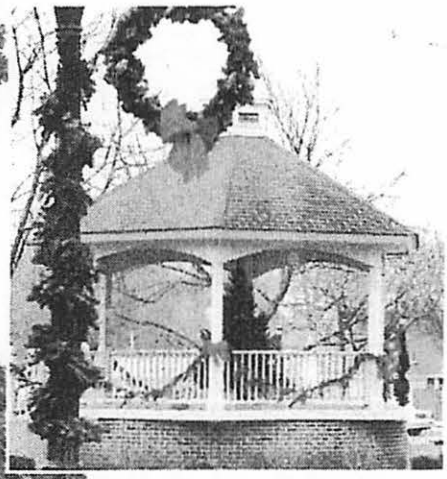
Premier Wire Garland





PRO TIP

For a fuller, more natural appearance shape the **Timberline Garland** before installing. An easy and fast method is for two people to hold an end of the garland and shake vigorously. Be careful that the bulbs do not hit a hard surface and wear gloves!



Timberline Garland

- ★ Made with heavy-duty, easy-to-shape steel wire
- ★ Two-toned green color and realistic-looking accents made of colorfast materials
- ★ Sockets every 6" to maximize visibility of the bulbs
- ★ Illuminated with brilliant crystal-cut LED C-7 energy-saving bulbs, also available unlit without bulbs

	TIMBERLINE GARLAND	BULBS	WATTS	PRICE
	15' long x 12" dia.	Unlit		$69
◊	15' long x 12" dia. C-7 LED	30	12	$117
	25' long x 14" dia. C-7 LED	50	20	$184
	25' long x 14" dia.	Unlit		$109

Denotes a Display Sales Exclusive

DISPLAYSALES

QUOTE

Display Sales
10925 Nesbitt Avenue S
Bloomington, MN 55437
P: 800-328-6195
F: 952-885-0099
www.displaysales.com

ESTIMATE	QO-013722-4
DATE	3/14/2017
EXPIRATION DATE	4/13/2017
CUSTOMER ID	119846

Ship To: Jason Blasiola
City of Sheboygan
828 Center Ave Ste 208
Sheboygan, WI 53081

Bill To: Jason Blasiola
City of Sheboygan
828 Center Ave Ste 208
Sheboygan, WI 53081

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Lori Lundeen	Jason Blasiola	Net 20	3/10/2017

QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
315	15' Natural Timberline Garland with Sunlight LED Bulbs Size : 15' Color : Natural Style : TLineSLLED	87.00			27,405.00
630	27" Black Adjustable Banding Strap Size : 27" Color : Black Style : AdjBandStp	0.00			0.00
630	12" Red Velvet Bow Size : 12" Color : Red Style : Velvet	3.66			2,305.80

SUBTOTAL	29,710.80
SHIPPING & HANDLING	1,071.00
SALES TAX	0.00
TOTAL	30,781.80

To accept this quotation, sign here and return.

_____

Thank you for your business.

Terms & Conditions

DISPLAYSALES

GRAPHIC ART SERVICE:

Display Sales encourages customers to provide vector based artwork so that the process of proofing and printing may proceed quickly without interruption. Otherwise, if artwork is unusable, graphic art services will be billed at $125 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). Alterations are $50 per hour. You will be contacted by one of our Graphic Arts team and provided a proof. Send your artwork to: artwork@displaysales.com

PRODUCTION TIMEFRAMES:

Normal production time is 15 working days AFTER art proof is approved and down payment is received. Rush requests on approval.
10% over/under on Premium/Promotion product orders is standard.

TERMS:

- 50% down payment prior to production on custom imprinted products.
- Check, Non-cancellable Purchase Order, or credit card accepted for down payment.
- Balance due net 20 days after final invoice.
- F.O.B. Display Sales ~ shipping & handling charges based on destination and size of order.

WARRANTIES for DECORATIONS:

- All invoices for products must be paid in full before warranty is in effect
- 5 SEASONS* - protection on steel frames and pole installation hardware
- 3 SEASONS* - protection on decoration components: Pine and Metallic garlands, electrical wiring harnesses, sockets, plugs, powder coating and paint on decoration frames. Also included: heavy insulated 12 gauge and 14 gauge electrical wiring, and 16 gauge SureLock™ Wire sets.

* One SEASON equals (3) months.

NOT COVERED BY WARRANTY:

Damage or rusting caused by ice load; air borne road salt and/or other corrosives; bulb breakages/burnout/discoloring/fading; damage from electrical shorts or power surges; miniature light sets; rope light product; damage in transit; inappropriate handling/storage/installation; and products that are installed too low on light poles that lend themselves to vandalism and being hit by trucks. Any acts of Nature. Due to exposure to sunlight, all products are susceptible to some fading.
All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTIES for BANNERS:

- VINYL - 18 oz single ply - Not Prorated - 90 days of contiuous use
- VINYL - 13 oz 2 ply construction - Not Prorated - 12 months of contiuous use
- WEATHERGUARD - NOT prorated for 4 SEASONS* or 12 months of contiuous use
- BRACKET SYSTEMS - 100% NOT prorated for 4 SEASONS* - or 12 months of contiuous use

* One *SEASON* equals (3) months.

NOT COVERED BY WARRANTY:

Any banner greater than 30" x 84" in size or any banner not installed using a top and bottom rod pocket.
Failure to install bracket systems and banners according to Display Sales installation instructions or to store banners properly will void this warranty.
All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTY RESPONSIBILITY:

Customer is responsible for the cost of removal, reinstallation and shipping incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will provide a timely resolution.

SHIPPING & FREIGHT RESPONSIBILITY:

All product is shipped via FOB origin Display Sales. Customer takes ownership of the product once it is picked up by the carrier and is responsible for it at that point. UPS, Fed EX, and LTL trucking companies are common carriers.
Customer is responsible for counting the number of boxes delivered and inspecting the boxes for any visible damage. For LTL shipments, customer must sign the delivery receipt as "damaged" or "missing boxes" if this is the case. Display Sales is ineligible to file a freight claim on your behalf if this is not noted on the delivery receipt. Customer will then incur all product replacement costs.
Freight charges after delivery may occur for additional services rendered per customer request. For example, a call ahead of delivery, scheduling a delivery appointment, driver unloading the truck, residential delivery, change of delivery address, delivery inside an office, lift gate, and congestion fee based on limited access to delivery address. Customer agrees to pay all additional charges requested.

RETURN POLICY:

Returns are accepted within 30 days of purchase providing a proper Return Goods Authorization (RGA) number is first obtained. Please call 1-800-328-6195 to obtain your RGA number. Shipping charges are not refundable on orders that have been shipped. Items must be in their original condition and original packaging. No returns will be accepted nor credit given for items not in their original condition.
Restocking fees up to 25% may apply to items returned

II

4.1

R. O. No. 279- 16 - 17. By CITY ADMINISTRATOR. April 5, 2017.

Submitting the City of Sheboygan Performance Measurement Accountability Policy.

Finance

City Administrator

II

CITY OF SHEBOYGAN

REQUEST FOR FINANCE COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. 279-16-17 Performance measurement accountability policy

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: March 22, 2017 **MEETING DATE:** April 10, 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:
In light of the City's ongoing work and commitment to improve performance measurement of City activities, City staff should have a policy on performance measurement accountability.

STAFF COMMENTS:
Attached is a policy on performance measurement accountability. The purpose of the policy is to provide guidance on how the City ensures municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.

This policy is in keeping with the City of Sheboygan Strategic Plan focus area of Governing and Fiscal Management.

ACTION REQUESTED:
Motion to recommend the Common Council approve R.O. 279-16-17 regarding performance measurement accountability policy.

ATTACHMENTS:
I. Performance measurement accountability policy
II. R.O. 279-16-17

CITY OF SHEBOYGAN

PERFORMANCE MEASUREMENT ACCOUNTABILITY POLICY

Policy Statement
The City of Sheboygan will promote accountable and transparent municipal governance guided by the following principles:

1. Decision-making will be open and transparent.
2. Municipal operations will be conducted in an ethical and accountable manner.
3. Financial resources and physical infrastructure will be managed in an efficient and effective manner
4. Municipal information will be accessible so that it is consistent with legislative requirements.
5. Inquiries, concerns and complaints will be responded to in a timely manner.
6. Financial oversight, service standards and performance reporting and all other accountability documents will be made available and accessible, in language that the public can understand, to increase the opportunity for public scrutiny and involvement in municipal operations.
7. Every new delegation of power or authority will have a corresponding accountability mechanism.

Definitions
Accountability – The principle that the municipality is obligated to demonstrate and take responsibility for its actions, decisions and policies and that it is answerable to the public at large.

Transparency – The principle that the municipality will conduct its business in an accessible, clear and visible manner and that its activities are open to examination by its stakeholders.

Purpose
This policy provides guidance on how the City of Sheboygan ensures municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.

Policy Requirements
1. Open Government and Legislated Requirements
The City of Sheboygan is accountable and transparent to taxpayers by fulfilling various legislated responsibilities and disclosure of information. The following are municipal codes that govern how the city conducts its business in a public, accountable and transparent manner:

1. Sec: 2–111. – Open to Public
2. Sec: 2–837. – Duty to Maintain Records
3. Sec: 2–839. – Public Access to Records

2. Financial Accountability, Oversight and Reporting
The City of Sheboygan is accountable and transparent to taxpayers by identifying the source of city funds and how those funds are used to deliver services. The following policies, procedures and practices demonstrate the City of Sheboygan's best-practice financial accountability and oversight and reporting mechanisms, including:

1. External Auditor and their report
2. Annual and Quarterly Financial Statements
3. Long Range Financial Plan

3. Performance Measurement and Reporting
The City of Sheboygan is accountable to taxpayers by using various results-orientated tools to measure progress on performance and the achievement of corporate service standards and goals. The City of Sheboygan is committed to producing performance information that measures how the city is doing in all areas over which it has responsibility, from financial reporting to human resource management to service delivery, including:

1. Annual Report
2. Annual Program Budget
3. Dashboard
4. Quarterly Performance Reports to the Common Council

Responsibilities
Common Council and city staff are responsible for adhering to the parameters of this policy and for ensuring accountability for their actions and transparency of municipal operations.

II

R. O. No. _____ - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38th St. when a Shoreline Metro bus slid off the road.

_____
City Clerk

Finance

MAR 30 '17 AM 11:05

DATE RECEIVED 3-30-17 RECEIVED BY MD

CLAIM NO. 34-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Thana Frank
2. Home address of Claimant: 1730 N. 38th Street Sheboygan WI 53081
3. Home phone number: 920-207-0685
4. Business address and phone number of Claimant: Aurora Sheboygan Clinic 2414 Kohler Memorial Dr. Sheboygan WI 53081 920-457-4461 ext: 1826
5. When did damage or injury occur? (date, time of day) Wednesday, March 1, 2017, morning
6. Where did damage or injury occur? (give full description) Shoreline Metro slid off into our ditch, and caused significant ruts in our grass and ditch. Deep, long ruts. Torn up our grass.
7. How did damage or injury occur? (give full description) Shoreline Metro bus slid off the road, causing damage to our ditch. Pulling out the bus via tow truck caused more significant ruts. Torn up our grass.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

   n/A

   n/A

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

   (a) Public property alleged to be dangerous: n/A

   n/A

   (b) Claimant's statement of basis for such liability: n/A

   n/A

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

Property damage to our ditch, significant ruts and torn up grass. No injuries.

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

n/A

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

Auto:	$ n/A
Property:	$ 165.00
Personal injury:	$ n/A
Other: (Specify below	$ n/A
TOTAL	$ 165.00

Damaged vehicle (if applicable)

Make: n/A Model: n/A Year: n/A Mileage: n/A

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

n/A

n/A

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

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

n/A

SIGNATURE OF CLAIMANT [signature] DATE 03-08-17

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____ RECEIVED BY _____

MAR 30 '17 AM 11:05

CLAIM NO. 34-16

CLAIM

Claimant's Name: Thana Frank

Claimant's Address: 1730 N. 38th Street
Sheboygan WI 53081

Claimant's Phone No. 920-207-0685

Auto	$ n/A
Property	$ 165.00
Personal Injury	$ n/A
Other (Specify below)	$ n/A
TOTAL	$ 165.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 165.00.

SIGNED Th Frk DATE: 03-08-17

ADDRESS: 1730 N. 38th Street Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

SHORELINE METRO.COM

608 S Commerce St • Sheboygan, WI 53081 • Ph (920) 459-3281

1730 N 38th Street
Sheboygan, WI 53081

Dear Resident:

On Wednesday, March 1, 2017, a Metro Connection bus was involved in an incident at your residence. The bus slid off the roadway during a snowstorm and may have caused some damage to your property. I was able to take pictures of the area for our record on the afternoon of March 2, 2017.

If you feel the damage to your property was the result of the aforementioned incident, you have the right to file a claim with the City of Sheboygan. Shoreline Metro is owned and operated by the City of Sheboygan. All claims must be received by the Clerk's Office at City Hall in Sheboygan. For more information on filing a claim, please visit their office on the first floor of City Hall or contact them at (920) 459-3361.

Sincerely,

Derek Muench
Director of Transit & Parking
City of Sheboygan
(920) 459-3140

Gmail

Thana Frank <thanaagnes@gmail.com>

Landscape Estimate

1 message

Superior Lawn & Garden <Superiorlawnandgarden@excel.net> Thu, Mar 16, 2017 at 9:03 AM
To: thanaagnes@gmail.com

Hello Thana,

The estimate would be as follows:

Place pulverized topsoil in ditch area
Seed, fertilize, and cover

Total: $165.00 + Tax

Please let us know how you wish to proceed!

Thanks,
John

Superior Lawn and Garden Center, LLC
6510 Superior Ave.
Kohler, WI 53044

Phone #: (920) 467-2031
Fax #:(920) 467-3988
Email: superiorlawnandgarden@excel.net

II

R. O. No. _____ - 16 - 17. By DIRECTOR OF PLANNING AND DEVELOPMENT.
April 5, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, the 2016 Annual Report for the Department of City Development.

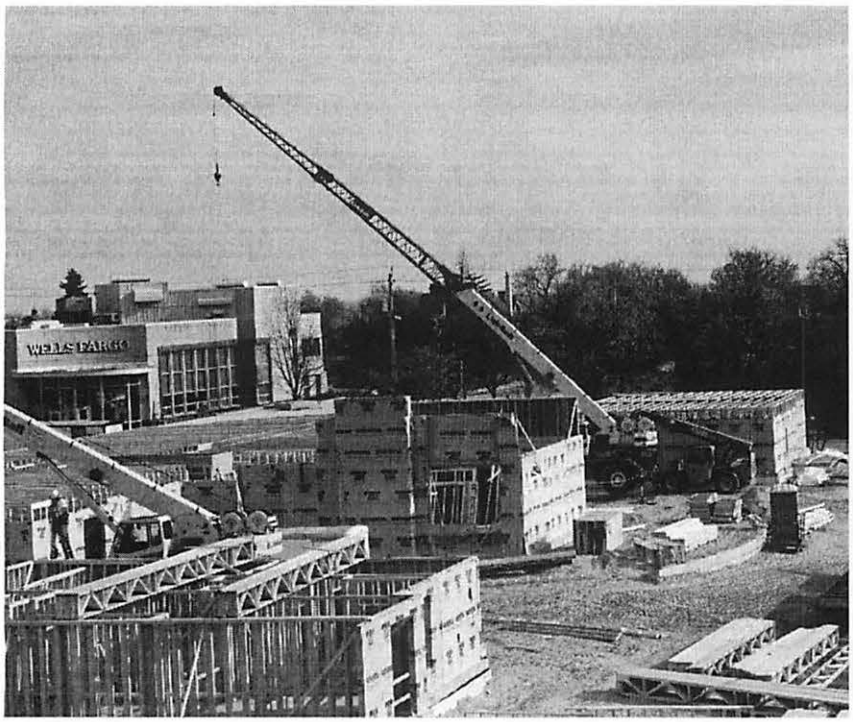
Finance

_____
Director of Planning & Development

City of Sheboygan Department of

CITY DEVELOPMENT

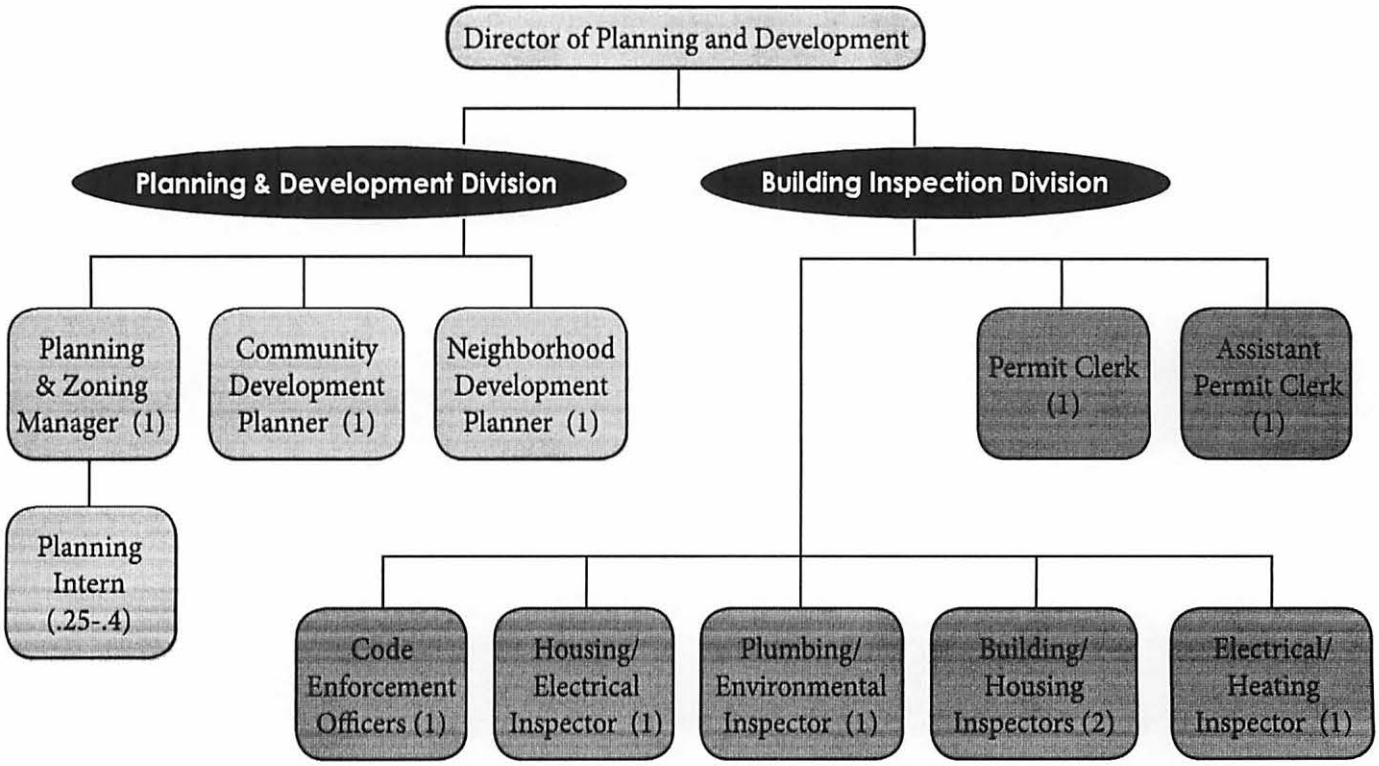
2016 Annual Report of Departmental Performance



Department Profile

The Department of Planning and Development Annual Report is the first of its kind from the Department. The report outlines accomplishments regarding development activity and trends, and departmental initiatives.

The Department of Planning and Development is made up of two divisions, Planning and Development and Building Inspection. The Department consists of 12 staff positions, eight positions in Building Inspection and four positions in Planning and Development. The chart below illustrates the current organizational structure of the department.



Planning & Development

Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

Vision Statement

The vision of Planning & Development is to take a leadership role in creating opportunities for our City to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.

The Planning & Development Division provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Landscape plan review and approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing services
- Grant disbursement and management
- Website management
- Social media coordination
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign Permits
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration

Planning & Development Permits & Applications in 2016	Number
Conditional Use Permit/Site Plan/ Rezone	88
Architectural Review	49
Sign Permits	94
Zoning Letters	26
Tower/Equipment Modification	7
Home Occupation (Administrative)	3
Totals	**267**

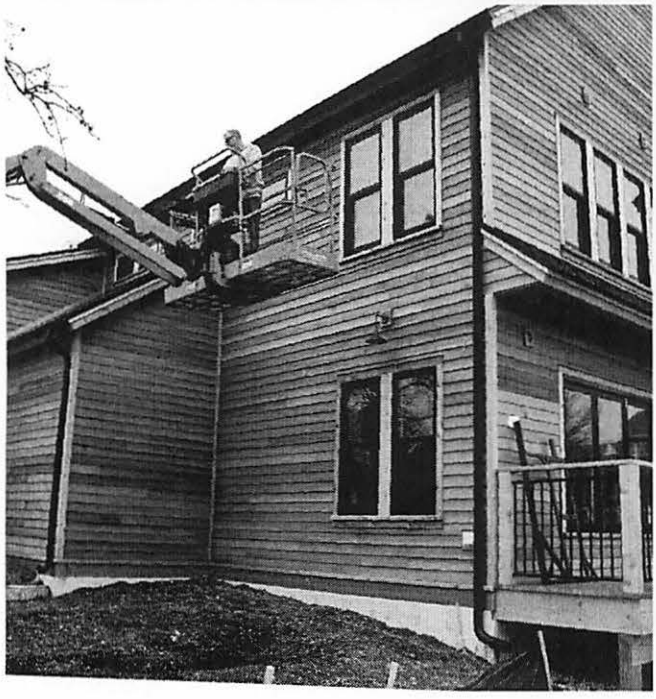
Planning & Development Division Boards, Commissions, and Committees

The Planning and Development Division staffs multiple boards, commissions and committees. Planning and Development staff coordinates meetings and provides these groups with professional reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Planning and Development Division include:

- Architectural Review Board
- Plan Commission
- Redevelopment Authority
- Housing Rehabilitation/Historic Preservation
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board

Profile of Large Projects in 2016

	Project	Value	Square Footage	Jobs Created
Industrial	Old World Creamery Bottling Facility	$3,500,000	N/A	50
	Saco Polymers new corporate headquarters	$5,100,000	30,000	15
	Fifth Generations warehousing facility	$2,800,000	135,000	N/A
	Sheboygan Paper Box expansion	$8,000,000	30,000	30
Commercial	Acuity expansion	$75,000,000	1,000,000	75
	The Black Pig banquet facility	$750,000	10,000	30
	Burger King construction	$850,000	8,500	40
	Harbor Freight Tools construction	$1,200,000	15,333	30
	Aurora Health Care Behavioral Health Center	$1,200,000	6,300	10
	Parker John's construction	$500,000	30,000	30
Residential	Seven single-family homes constructed	$1,468,510	N/A	N/A
	Thirteen two-family homes constructed	$5,540,000	N/A	N/A
	The Founders Club, LLC phase 1 renovation	$1,200,000	N/A	N/A
	Oakbrook Corp. mixed-use development	$10,700,000	N/A	N/A
	Apartment development on Union Avenue	$5,100,000	N/A	N/A
	Townhome construction on South Pier	$11,700,000	N/A	N/A
	Totals	**$134,608,510**	**1,265,133**	**310**



Grant Writing & Management

Department staff provide grant writing services to multiple city departments and coordinate efforts to obtain grants. Organizations that Department staff have coordinated with to obtain and implement grants include: Alliance for the Great Lakes, Sheboygan County Economic Development Corporation, Camp Y-Koda, as well as city departments including the Department of Public Works.

Planning & Development staff manage multiple grants. The City of Sheboygan is a CDBG Entitlement Community, and receives a federal grant. The funds associated with this grant are used by the City, but also awarded to other public agencies who apply to the city for funding. Department staff also manage the disbursement of Neighborhood Grants to recognized Neighborhood Associations for groups to realize neighborhood projects and hold events that increase community awareness and association involvement.

Grants Obtained	Amount	Project
State Energy Office	$75,000	Energy Efficient Lighting
WEDC	$250,000	Encore Apartments
Community Development Block Grant - DR	$40,200	Pennsylvania Avenue Lighting
Fund for Lake Michigan	$25,500	Lake Michigan Education & Stewardship
Tony Hawk Foundation	$5,000	Skate Park Project
Community Development Block Grant	$813,000	CDBG Entitlement Community

City of Sheboygan Revolving Loan Programs

Name	Amount of Loan	Jobs Created	Expected Increase in Tax Base
Parker Johns	$125,000	20 FTE	$1,100,000
Paper Box Specialty	$100,000	4 FTE	$350,000
Doin LLC	$70,000	5 FTE	$225,000
Old World Creamery	$300,000	19 FTE	$300,000
Sign Shop	$100,000	4 FTE	$150,000
Harvest Cafe	$70,000	3 FTE	$350,000
Sprecher	$250,000	25 FTE	
ePower Manufacturing	$300,000	13 FTE	$1,100,000
Totals	**$1,315,000**	**93 FTE**	**$3,575,000**

Business Loan Program

The Planning & Development Division offers business loans as an economic development tool. These loans offer businesses a loan for establishing a business, and improving or expanding a business depending on the amount of full time equivalent (FTE) jobs that are created. See the chart to the left for an outline of business loans disbursed in 2016.

Housing Loan Program

Department staff is responsible for disbursing low interest housing rehabilitation loans to low and moderate income households, from a revolving loan fund built from CDBG funds. In 2016 the city disbursed a total of $88,252 in housing rehabilitation loans which funded the repair of six roofs, replaced windows on two homes, replaced siding on one home, repaired plumbing and electrical in one home, and replaced a furnace.

Coordination with Outside Organizations

Tourism

The Department of Planning and Development staff are actively involved in the Visit Sheboygan, Inc. and has held a chairperson role on the Board of Directors and actively works to increase visitor spending and room tax collections year over year. 2016 saw the largest increase in room tax collections in a non PGA golfing year, since 2010. The Director of Planning and Development is actively involved in coordinating the 4th of July Celebration and overseeing the activities of Visit Sheboygan.

National Marine Sanctuary

The Department has been very active with the community working group centered around the National Marine Sanctuary along with the Mayor's office. The Department continues to promote the sanctuary designation as it relates to economic development opportunities and increased tourism spending locally. The Department has been the leader in educating the public though public presentations on the what the sanctuary designation could mean to Sheboygan and the mid-Lake region where the sanctuary is proposed.

Sustainability

Department staff has taken an active role in implementing the City's Sustainability Plan and staff to the Sheboygan Sustainable Task Force. The Department has had a non paid sustainable internship for the past two years. This position is held by a high school or a college student. The staff and intern have been responsible for implementing initiatives outlined by the Task Force and well as other initiatives to make city operations more sustainable. Department staff also attends Green Tier Legacy Community meetings, and maintains Sheboygan's standing as a Green Tier Charter Member.

Other City Department Assistance

Department staff work daily with other city departments including Finance, City Attorney, City Clerk, Fire Department, Police Department, Department of Public Works, Transit and Parking, Water Utility, and Purchasing. Department staff has provided document creation and design services for specific projects identified in this departments.

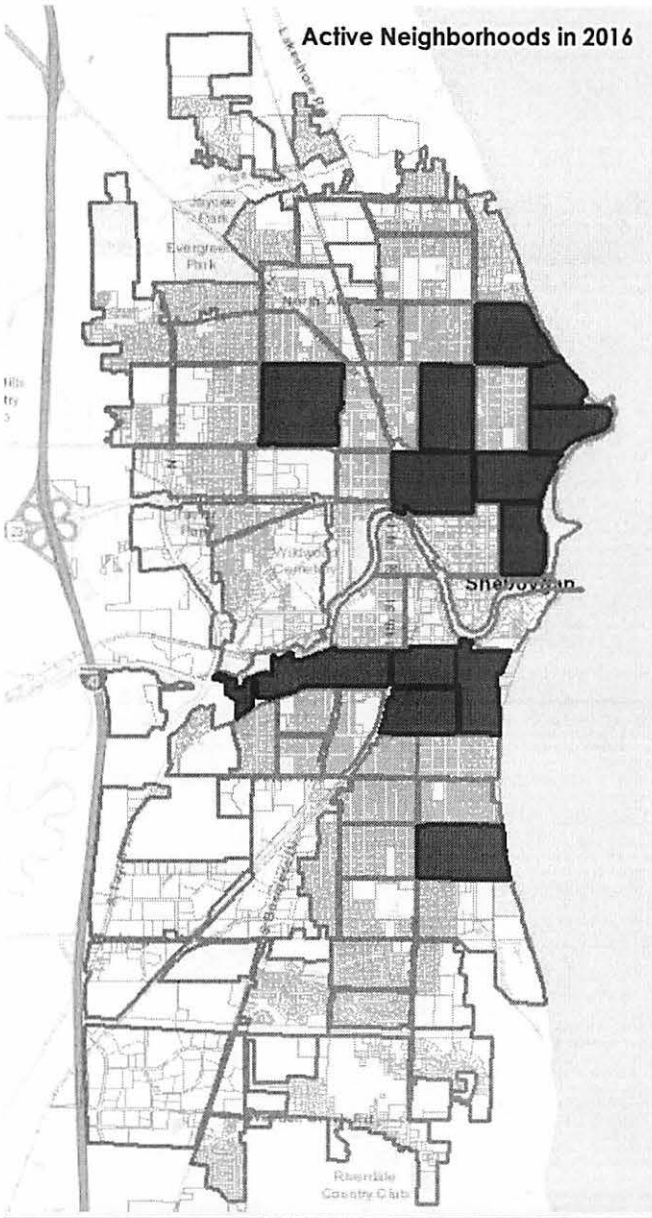
Sheboygan Squared

Department staff continue to work closely with Sheboygan Squared in revitalizing downtown Sheboygan. A number of initiatives were collaborated on that included beautification through additional flower plantings, Christmas decorations, enhancement of city alleys, business retention and attraction efforts, and marketing and promotion.

Neighborhood Organization

The Planning & Development division provide support to officially recognized neighborhood organizations, as well as groups holding regular meetings or that are beginning the process to become officially recognized neighborhood groups. Staff supports the non-profit organization, Sheboygan Neighborhood Pride whose focus is helping neighbors organize into groups, address concerns, and become official organizations. Staff aids these neighborhoods in providing design services, organizing agendas and writing minutes, helping plan and coordinate neighborhood events, and administering a neighborhood grant program. The map below highlights neighborhoods that have organized meetings or officially recognized associations.

Department staff also supports the Mayor's Neighborhood Leadership Cabinet (MNLC), which is a bimonthly meeting of representatives from city departments, and from each of the recognized neighborhood associations. In the MNLC, the city and neighborhoods exchange information on current events and discuss best practices.



Communication & Social Media

The Planning & Development division has spearheaded the city's communication and social media campaign. Development staff is responsible for the City website, Twitter feed, Nextdoor site, and Facebook page. The development department began issuing monthly updates via a Development Newsletter to the public on what is happening in Sheboygan's development. The newsletter is distributed through all social media outlets, and is posted on the website.

Nextdoor

In 2014 Planning and Development created a Nextdoor site for the City of Sheboygan when Nextdoor was a relatively new concept. Nextdoor is now used widely across the country as a social networking tool to increase neighborhood communication. In Sheboygan, Nextdoor has over 2,600 users and continues to grow steadily. The heat map to the right shows the areas in Sheboygan with highest use of the Nextdoor site. Nearly every neighborhood in the City participates.

Interdepartmental Communication

Seeing a need for and the benefit of increased communication between the Development Department, Attorney's Department, Police Department, and Landlord Association, the Planning and Development staff holds a monthly meeting between all entities to discuss issues and the status of work being done. Recently, these meetings have expanded to include the Department of Public Works. These meetings focus on seeing real results in resolving issues in Sheboygan's neighborhoods and have proved valuable for all.

Building Inspection

The Building Inspection division is dedicated to the public safety in the construction environment throughout the city through development and promotion of uniform codes and standards, code administration, and in education and instruction of safe and secure homes and businesses.

The Building Inspection Division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspections services
- Clearwater inspections
- Weights and measures
- Residential and commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor licensing
- Occupancy inspections

Permitting

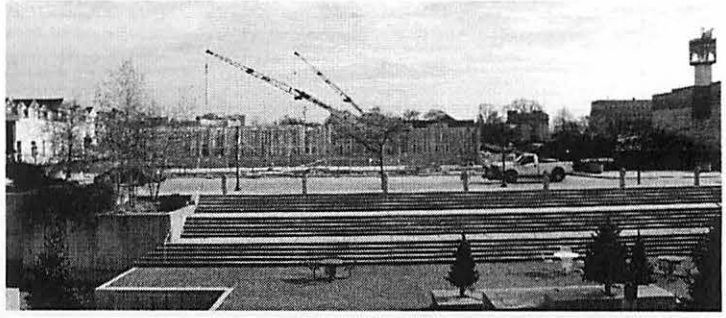
The Building Inspection division provides a public service window, open during City Hall business hours, at which the public can obtain permits on-the-spot. The Building Inspection Division is customer focused and strives to address permitting issues as swiftly as possible.

Coordination

The Building Inspection division also works closely with Planning and Zoning, Engineering, Utilities, Streets, Police, Fire/Rescue during final inspections phase of the project and during criminal and fire investigations. All inspections are scheduled with the building and housing inspectors.

Enforcement

The Building Inspection division has adopted all the Department of Professional and Safety, State of Wisconsin Building, Mechanical, National Electirc Code (NEC) and Plumbing Codes. Through the adoption of these codes, the city ensures that all construction in the city is compliant with all codes and requirements of the State. The city also adopts the International Property Maintenance Code as it relates to enforcement of property maintenance.



Building Inspection Permits	2016 Issued	Total Fees Collected
Building: Non-Structural	271	$28,140
Building: Alterations	140	$12,120
Roofing	711	$66,620
Siding	110	$11,250
Windows/Doors	287	$21,600
Fence/Steps	185	$7,802
Driveways	129	$6,480
Decks	52	$3,575
Garages	33	$2,591
Utility/Storage Bldgs.	36	$4,603
Addition to Residence	3	$1,278
Swimming Pools	1	$50
Handicap Ramps	4	$190
Wrecking/Razing	25	$3,885
Signs	96	$13,661
One-Family Residence	7	$7,802
Two-Family Residence	26	$50,183
Commercial Alterations	24	$92,870
Commercial Addition	40	$103,628
Occupancy Permits	36	$9,000
Electrical	313	$178,701
HVAC	552	$226,190
Plumbing	329	$65,770
Totals	**3,410**	**$918,107**

Building Inspection Licensing	2016 Issued	Total Fees Collected
Weights and Measures	103	$35,859
Contractor Licensing	364	$74,765
Totals	**467**	**$110,624**

Total Permits and Licensing	**3,877**	**$1,028,731**

Residential Housing Construction 2012-2016

Year	Housing Type	Number of Units	Percentage	Number of Buildings
2012	Single	3	100%	3
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		3	100%	3
2013	Single	1	33%	1
	Duplex	2	67%	1
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		3	100%	2
2014	Single	7	100%	7
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		7	100%	7
2015	Single	7	9%	7
	Duplex	2	2%	1
	Multi - Apartment	72	89%	5
	Multi - Condominium	0	0%	0
		3	100%	13
2016	Single	7	5%	7
	Duplex	26	20%	13
	Multi - Apartment	98	75%	2
	Multi - Condominium	0	0%	0
		131	100%	22
Totals	Single	25	11%	25
	Duplex	30	13%	15
	Multi - Apartment	170	76%	7
	Multi - Condominium	0	0%	0
		225	100%	47

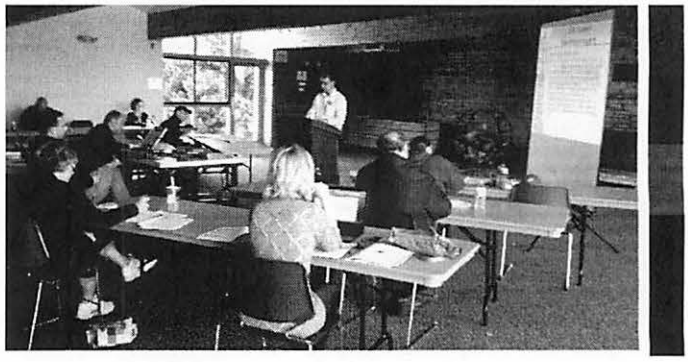
Building Inspection Division Boards, Commissions, and Committees

The Building Inspection Division staffs multiple boards, commissions and committees. Building Inspection staff coordinates meetings and provides these groups with professional, expert reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Building Inspection Division include:

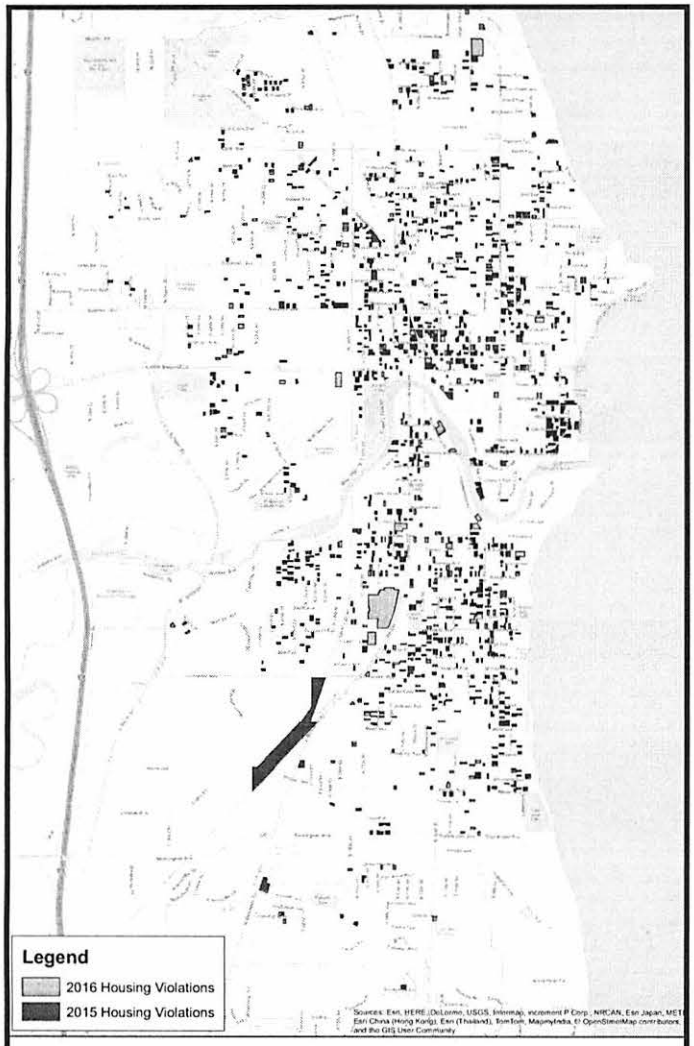
- Board of Zoning Appeals
- Board of Housing Appeals and Fair Housing Practices
- Board of Contractors Examiners
- Board of Plumbing
- Board of Heating Examiners

City of Sheboygan Landlord Training Program

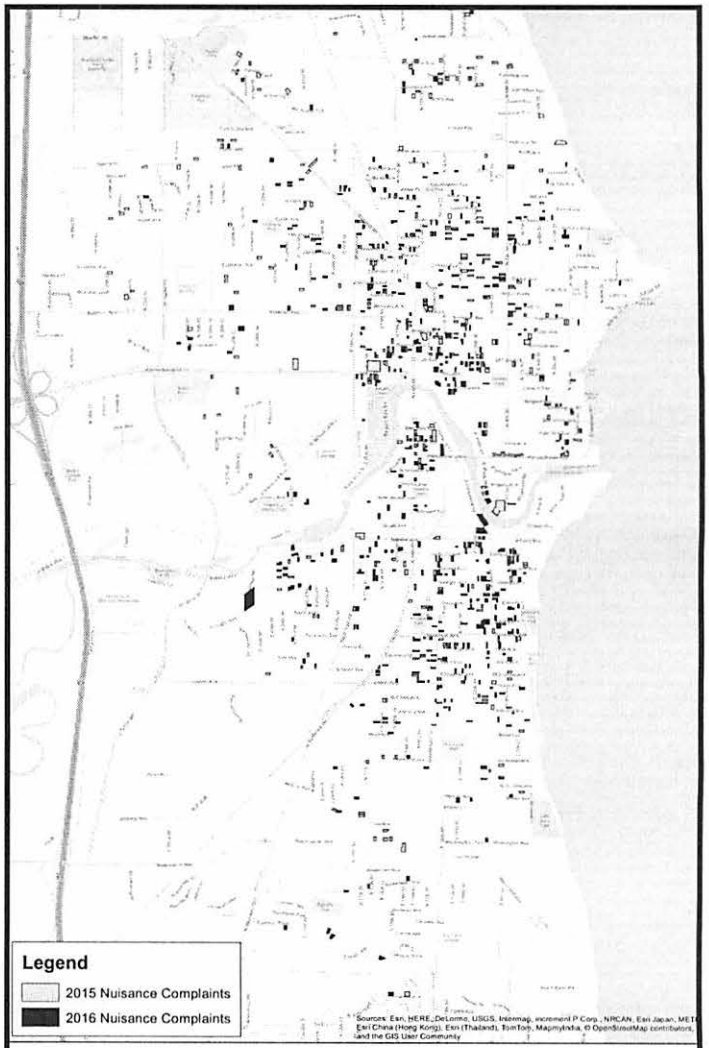
The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. Over the past five years, over 150 landlords have attended the training.



Code Enforcement & Neighborhood Revitalization



2015-2016 Housing Violations



2015-2016 Nuisance Complaints

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In the five years prior to the Code Enforcement Officer's establishment, the Building Inspection Division issued a total of 3,465 orders to property owners to bring their properties to code. Most of these were concentrated in targeted neighborhood areas.

When the Code Enforcement Officer began working in the neighborhoods, not only would he issue notices for housing code violations, but would also address nuisance issues such as garbage and debris, and identify zoning, storage, and parking issues. Nuisance issues such as these are some of the most common complaints in neighborhood meetings, and remedying these issues is vital in revitalizing Sheboygan's neighborhoods.

In 2015 & 2016 the Building Inspection Division issued a total of 1,630 housing code violation notices and a total of 909 nuisance violations, as illustrated in the maps above. Each notice that is issued must be followed up on, and communication with the property owner is generally made so that compliance can be reached. If compliance cannot be reached, municipal citations with fines ranging from $187-691 can be issued. In 2015 and 2016 the Building Inspection division sent out a total of 1,239 citations.

City of
Sheboygan
spirit on the lake.

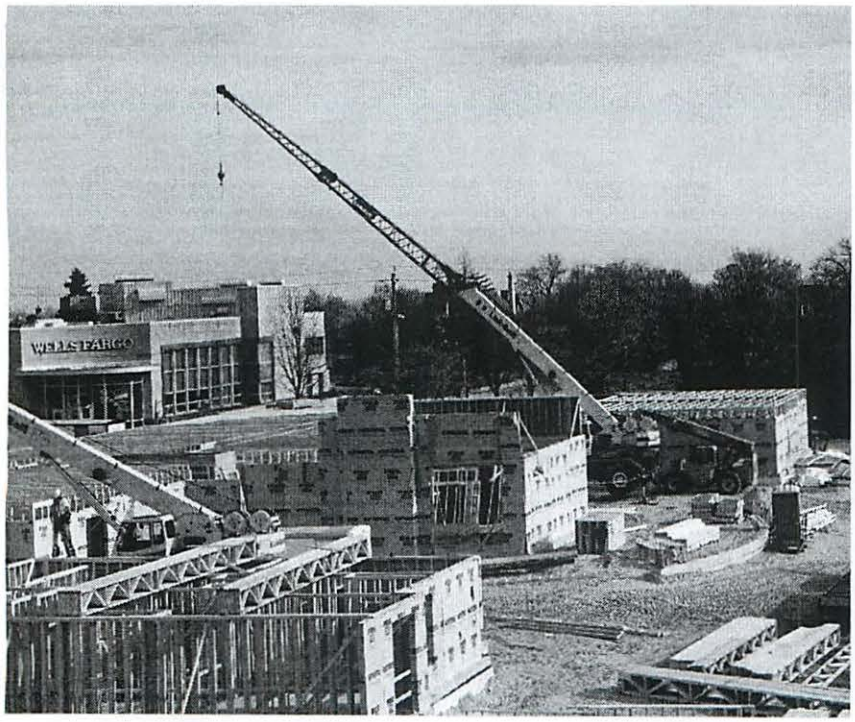
Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081
(920) 459-3377

www.sheboyganwi.gov

City of Sheboygan Department of

CITY DEVELOPMENT

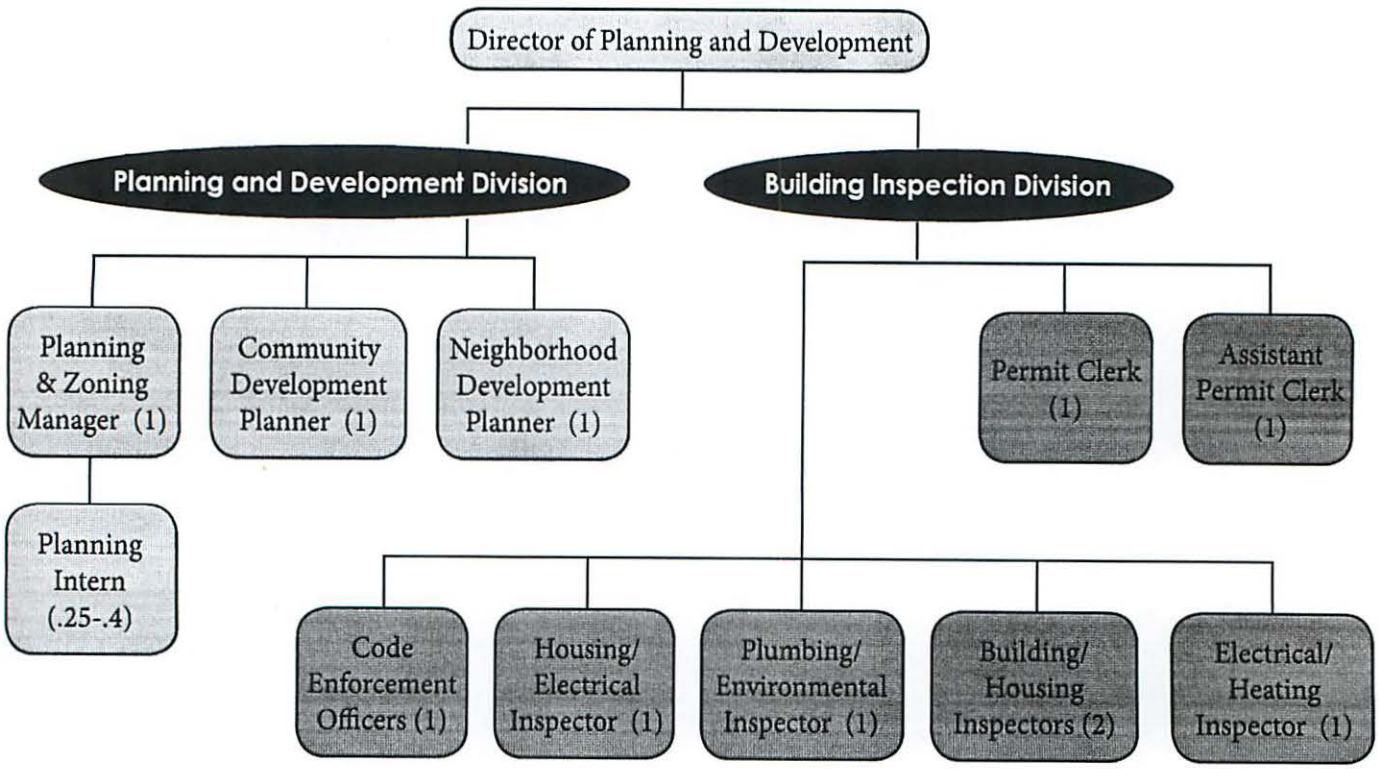
2016 Annual Report of Departmental Performance



Department Profile

The Department of City Development Annual Report is the first of its kind from the Department. The report outlines accomplishments regarding development activity and trends, and departmental initiatives.

The Department of City Development is made up of two divisions, Planning and Development and Building Inspection. The Department consists of 12 staff positions, eight positions in Building Inspection and four positions in Planning and Development. The chart below illustrates the current organizational structure of the department.



Planning and Development division

Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

Vision Statement

The vision of Planning and Development division is to take a leadership role in creating opportunities for our city to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.

The Planning and Development division provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Landscape plan review and approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing services
- Grant disbursement and management
- Website management
- Social media coordination
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign Permits
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration

Planning and Development Permits & Applications in 2016	Number
Conditional Use Permit/Site Plan/ Rezone	88
Architectural Review	49
Sign Permits	94
Zoning Letters	26
Tower/Equipment Modification	7
Home Occupation (Administrative)	3
Totals	**267**

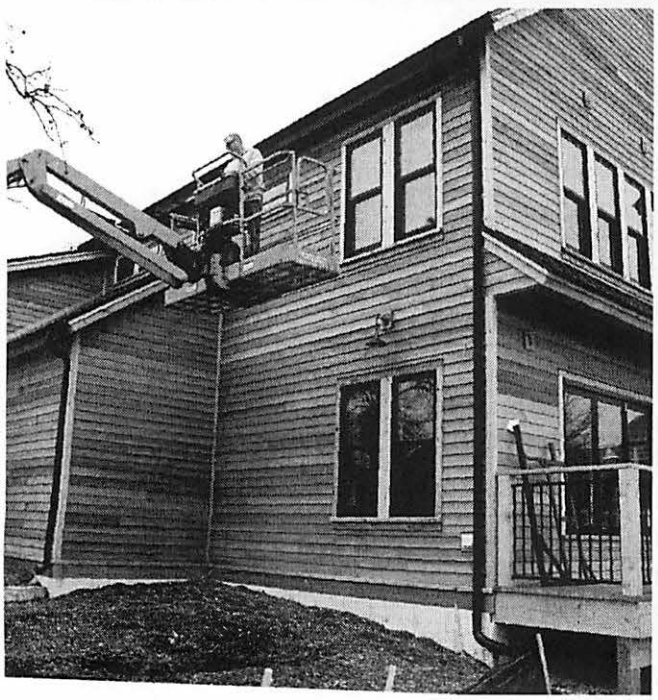
Planning and Development Division Boards, Commissions, and Committees

The Planning and Development division staffs multiple boards, commissions and committees. Planning and Development staff coordinates meetings and provides these groups with professional reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Planning and Development division include:

- Architectural Review Board
- Plan Commission
- Redevelopment Authority
- Housing Rehabilitation/Historic Preservation
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board

Profile of Large Projects in 2016

	Project	Value	Square Footage	Jobs Created
Industrial	Old World Creamery Bottling Facility	$3,500,000	N/A	50
	Saco Polymers new corporate headquarters	$5,100,000	30,000	15
	Fifth Generations warehousing facility	$2,800,000	135,000	N/A
	Sheboygan Paper Box expansion	$8,000,000	30,000	30
Commercial	Acuity expansion	$75,000,000	1,000,000	75
	The Black Pig banquet facility	$750,000	10,000	30
	Burger King construction	$850,000	8,500	40
	Harbor Freight Tools construction	$1,200,000	15,333	30
	Aurora Health Care Behavioral Health Center	$1,200,000	6,300	10
	Parker John's construction	$500,000	30,000	30
Residential	Seven single-family homes constructed	$1,468,510	N/A	N/A
	Thirteen two-family homes constructed	$5,540,000	N/A	N/A
	The Founders Club, LLC phase 1 renovation	$1,200,000	N/A	N/A
	Oakbrook Corp. mixed-use development	$10,700,000	N/A	N/A
	Apartment development on Union Avenue	$5,100,000	N/A	N/A
	Townhome construction on South Pier	$11,700,000	N/A	N/A
	Totals	**$134,608,510**	**1,265,133**	**310**



Grant Writing and Management

Division staff provide grant writing services to multiple city departments and coordinate efforts to obtain grants. Organizations that division staff have coordinated with to obtain and implement grants include: Alliance for the Great Lakes, Sheboygan County Economic Development Corporation, Camp Y-Koda, as well as city departments including the Department of Public Works.

Planning and Development staff manage multiple grants. The City of Sheboygan is a CDBG Entitlement Community, and receives a federal grant. The funds associated with this grant are used by the city, but also awarded to other public agencies who apply to the city for funding. Division staff also manage the disbursement of neighborhood grants to recognized Neighborhood Associations for groups to realize neighborhood projects and hold events that increase community awareness and association involvement.

Grants Obtained	Amount	Project
State Energy Office	$75,000	Energy Efficient Lighting
WEDC	$250,000	Encore Apartments
Community Development Block Grant - DR	$40,200	Pennsylvania Avenue Lighting
Fund for Lake Michigan	$25,500	Lake Michigan Education & Stewardship
Tony Hawk Foundation	$5,000	Skate Park Project
Community Development Block Grant	$813,000	CDBG Entitlement Community

City of Sheboygan Revolving Loan Programs

Name	Amount of Loan	Jobs Created	Expected Increase in Tax Base
Parker Johns	$125,000	20 FTE	$1,100,000
Paper Box Specialty	$100,000	4 FTE	$350,000
Doin LLC	$70,000	5 FTE	$225,000
Old World Creamery	$300,000	19 FTE	$300,000
Sign Shop	$100,000	4 FTE	$150,000
Harvest Cafe	$70,000	3 FTE	$350,000
Sprecher	$250,000	25 FTE	
ePower Manufacturing	$300,000	13 FTE	$1,100,000
Totals	**$1,315,000**	**93 FTE**	**$3,575,000**

Business Loan Program

The Planning and Development division offers business loans as an economic development tool. These loans offer businesses funding to establishing a business, and improving or expanding a business depending on the amount of full time equivalent (FTE) jobs that are created. See the chart to the left for an outline of business loans disbursed in 2016.

Housing Loan Program

Division staff is responsible for disbursing low interest housing rehabilitation loans to low and moderate income households, from a revolving loan fund built from CDBG funds. In 2016 the city disbursed a total of $88,252 in housing rehabilitation loans which funded the repair of six roofs, replaced windows on two homes, replaced siding on one home, repaired plumbing and electrical in one home, and replaced a furnace.

Coordination with Outside Organizations

Tourism

The Planning and Development division staff are actively involved in the Visit Sheboygan, Inc. and has held a chairperson role on the Board of Directors and actively works to increase visitor spending and room tax collections year over year. 2016 saw the largest increase in room tax collections in a non PGA golfing year, since 2010. The Director of Planning and Development is actively involved in coordinating the 4th of July Celebration and overseeing the activities of Visit Sheboygan.

National Marine Sanctuary

The division has been very active with the community working group centered around the National Marine Sanctuary along with the Mayor's Office. The division continues to promote the sanctuary designation as it relates to economic development opportunities and increased tourism spending locally. The division has been the leader in educating the public though public presentations on what the sanctuary designation could mean to Sheboygan and the mid-Lake region where the sanctuary is proposed.

Sustainability

Division staff has taken an active role in implementing the City's Sustainability Plan and staff the Sheboygan Sustainable Task Force. The division has had a non-paid sustainability internship for the past two years. This position is held by a high school or a college student. The staff and intern have been responsible for implementing initiatives outlined by the Task Force and well as other initiatives to make city operations more sustainable. Division staff also attend Green Tier Legacy Community meetings, and maintains Sheboygan's standing as a Green Tier Charter Member.

Other City Department Assistance

Division staff work daily with other city departments including Finance including Purchasing, City Attorney, City Clerk, Fire, Police, Public Works, Transit and Parking, and Water Utility. Division staff has provided document creation and design services for specific projects identified in these departments.

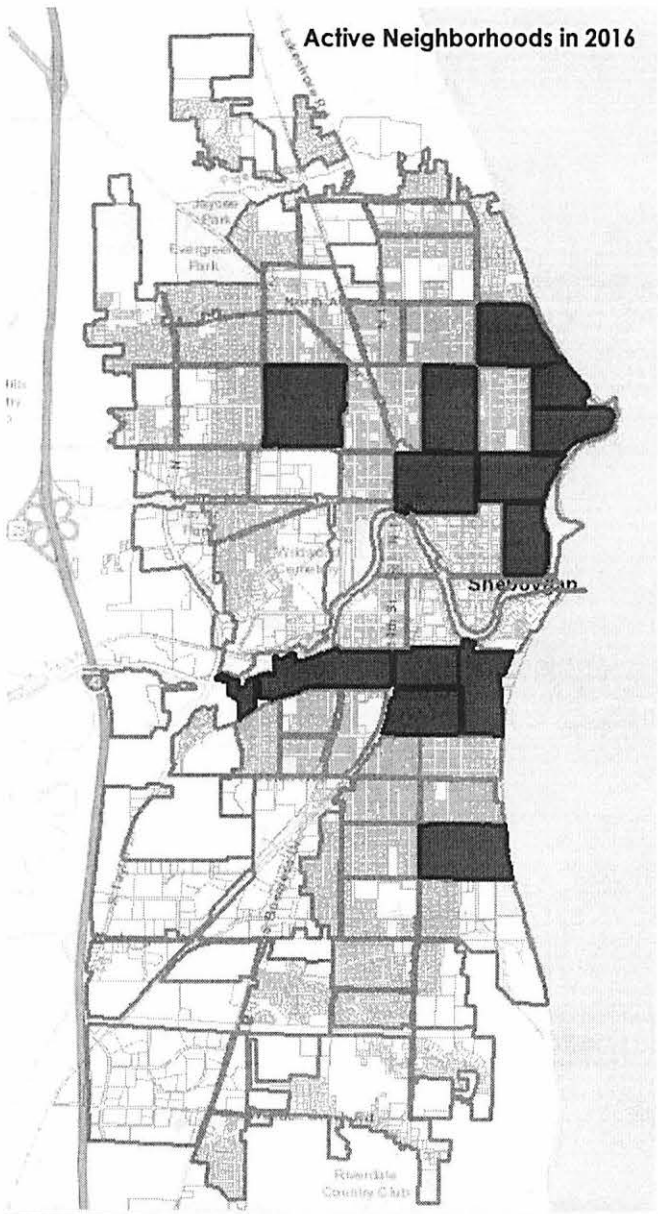
Sheboygan Squared

Division staff continue to work closely with Sheboygan Squared in revitalizing downtown Sheboygan. A number of initiatives were collaborated on that included beautification through additional flower plantings, Christmas decorations, enhancement of city alleys, business retention and attraction efforts, and marketing and promotion.

Neighborhood Organization

The Planning and Development division provides support to officially recognized neighborhood organizations, as well as groups holding regular meetings or that are beginning the process to become officially recognized neighborhood groups. Staff supports the non-profit organization, Sheboygan Neighborhood Pride whose focus is helping neighbors organize into groups, address concerns, and become official organizations. Staff aids these neighborhoods in providing design services, organizing agendas and writing minutes, helping plan and coordinate neighborhood events, and administering a neighborhood grant program. The map below highlights *neighborhoods* that have organized meetings or officially recognized associations.

Division staff also supports the Mayor's Neighborhood Leadership Cabinet (MNLC), which is a bimonthly meeting of representatives from city departments, and from each of the recognized neighborhood associations. In the MNLC, the city and neighborhoods exchange information on current events and discuss best practices.



Communication & Social Media

The Planning and Development division has spearheaded the city's communication and social media campaign. Division staff are responsible for the City website, Twitter feed, Nextdoor site, and Facebook page. The Planning and Development division began issuing monthly updates via a Development Newsletter to the public on what is happening in Sheboygan's development. The newsletter is distributed through all social media outlets, and is posted on the website.

Nextdoor

In 2014 Planning and Development division created a Nextdoor site for the City of Sheboygan when Nextdoor was a relatively new concept. Nextdoor is now used widely across the country as a social networking tool to increase neighborhood communication. In Sheboygan, Nextdoor has over 2,600 users and continues to grow steadily. The heat map to the right shows the areas in Sheboygan with highest use of the Nextdoor site. Nearly every neighborhood in the City participates.

Interdepartmental Communication

Seeing a need for and the benefit of increased communication between the Planning and Development division, Attorney's Office, Police Department, and Landlord Association, the Planning and Development division staff holds a monthly meeting between all entities to discuss issues and the status of work being done. Recently, these meetings have expanded to include the Department of Public Works. These meetings focus on seeing real results in resolving issues in Sheboygan's neighborhoods and have proved valuable for all.

Building Inspection division

The Building Inspection division is dedicated to the public safety in the construction environment throughout the city through development and promotion of uniform codes and standards, code administration, and in education and instruction of safe and secure homes and businesses.

The Building Inspection division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspections services
- Clearwater inspections
- Weights and measures
- Residential and commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor licensing
- Occupancy inspections

Permitting

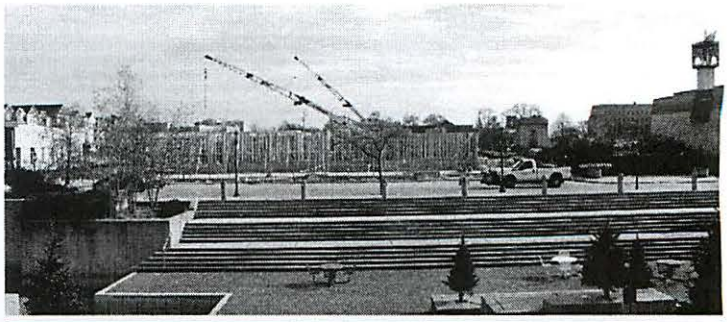
The Building Inspection division provides a public service window, open during City Hall business hours, at which the public can obtain permits on-the-spot. The Building Inspection division is customer focused and strives to address permitting issues as swiftly as possible.

Coordination

The Building Inspection division also works closely with Planning and Development, Public Works including Engineering and Streets, Utilities, Police, Fire during final inspections phase of the project and during criminal and fire investigations. All inspections are scheduled with the building and housing inspectors.

Enforcement

The Building Inspection division has adopted all the Department of Professional and Safety, State of Wisconsin Building, Mechanical, National Electirc Code (NEC) and Plumbing Codes. Through the adoption of these codes, the city ensures that all construction in the city is compliant with all codes and requirements of the State. The city also adopts the International Property Maintenance Code as it relates to enforcement of property maintenance.



Building Inspection Permits	2016 Issued	Total Fees Collected
Building: Non-Structural	271	$28,140
Building: Alterations	140	$12,120
Roofing	711	$66,620
Siding	110	$11,250
Windows/Doors	287	$21,600
Fence/Steps	185	$7,802
Driveways	129	$6,480
Decks	52	$3,575
Garages	33	$2,591
Utility/Storage Bldgs.	36	$4,603
Addition to Residence	3	$1,278
Swimming Pools	1	$50
Handicap Ramps	4	$190
Wrecking/Razing	25	$3,885
Signs	96	$13,661
One-Family Residence	7	$7,802
Two-Family Residence	26	$50,183
Commercial Alterations	24	$92,870
Commercial Addition	40	$103,628
Occupancy Permits	36	$9,000
Electrical	313	$178,701
HVAC	552	$226,190
Plumbing	329	$65,770
Totals	**3,410**	**$918,107**

Building Inspection Licensing	2016 Issued	Total Fees Collected
Weights and Measures	103	$35,859
Contractor Licensing	364	$74,765
Totals	**467**	**$110,624**

Total Permits and Licensing	**3,877**	**$1,028,731**

Residential Housing Construction 2012-2016

Year	Housing Type	Number of Units	Percentage	Number of Buildings
2012	Single	3	100%	3
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		3	100%	3
2013	Single	1	33%	1
	Duplex	2	67%	1
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		3	100%	2
2014	Single	7	100%	7
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		7	100%	7
2015	Single	7	9%	7
	Duplex	2	2%	1
	Multi - Apartment	72	89%	5
	Multi - Condominium	0	0%	0
		3	100%	13
2016	Single	7	5%	7
	Duplex	26	20%	13
	Multi - Apartment	98	75%	2
	Multi - Condominium	0	0%	0
		131	100%	22
Totals	Single	25	11%	25
	Duplex	30	13%	15
	Multi - Apartment	170	76%	7
	Multi - Condominium	0	0%	0
		225	100%	47

Building Inspection Division Boards, Commissions, and Committees

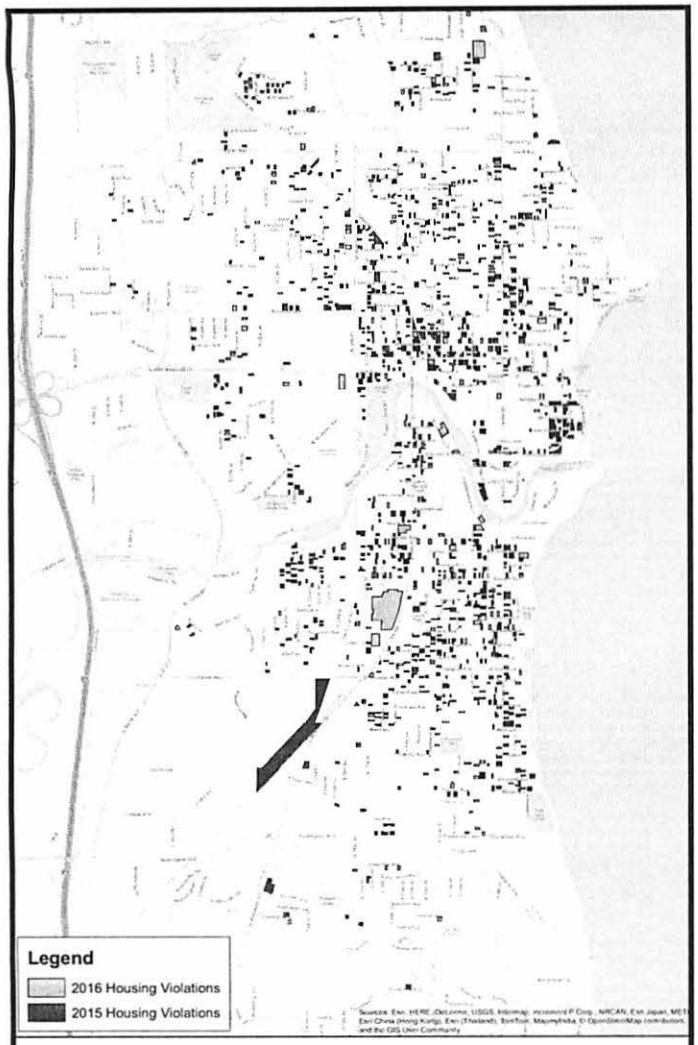
The Building Inspection division staffs multiple boards, commissions and committees. Building Inspection staff coordinates meetings and provides these groups with professional, expert reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Building Inspection division include:

- Board of Zoning Appeals
- Board of Housing Appeals and Fair Housing Practices
- Board of Contractors Examiners
- Board of Plumbing
- Board of Heating Examiners

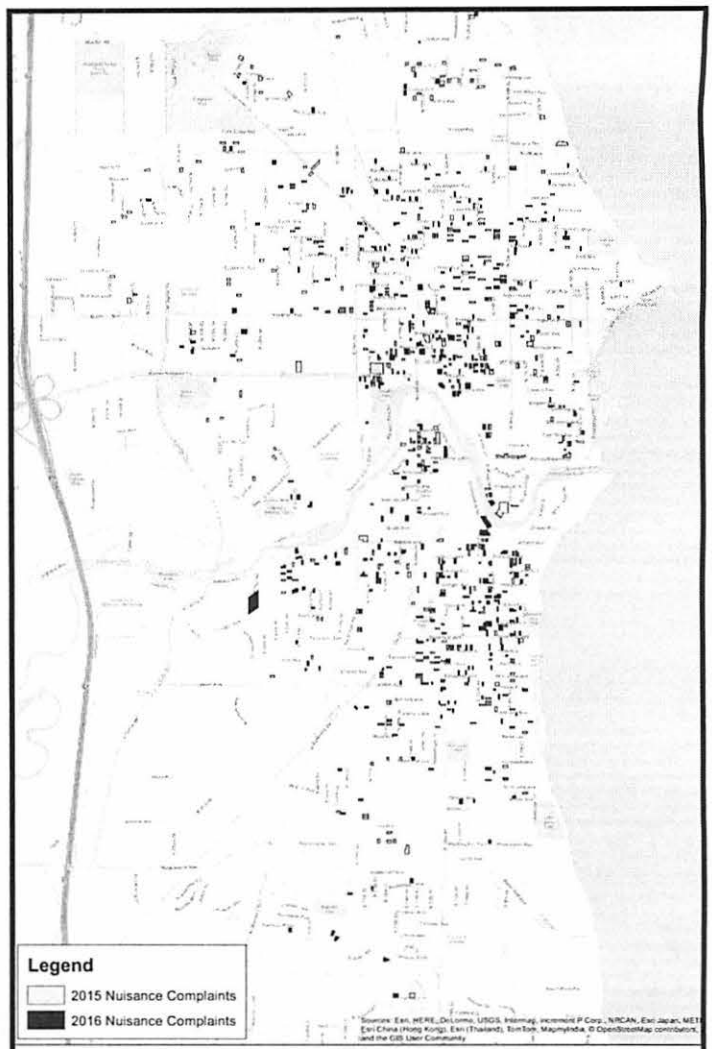
City of Sheboygan Landlord Training Program

The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. Over the past five years, over 150 landlords have attended the training.

Code Enforcement and Neighborhood Revitalization



2015-2016 Housing Violations



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(920) 459-3377

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II

R. O. No. - 16 - 17. By FIRE CHIEF. April 5, 2017.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2016, and ending December 31, 2016.

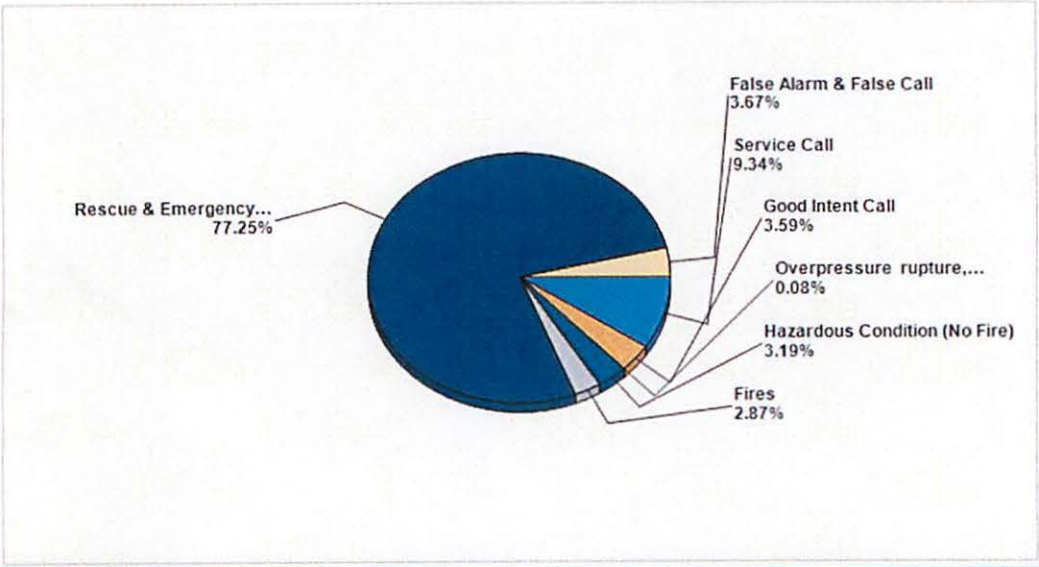
PP&S

Fire Chief

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 10/1/2016 - 12/31/2016

INCIDENT RESPONSES



INCIDENT TYPES	2016	2015
Fires	36	34
Overpressure rupture, explosion, overheat - no fire	1	1
Rescue & Emergency Medical Service	968	909
Hazardous Condition (No Fire)	40	40
Service Call	117	104
Good Intent Call	45	28
False Alarm & False Call	46	61
Severe Weather & Natural Disaster	0	1
TOTAL	1253	1178

4TH QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2016	2015
Out of City	9	11
Station 1	382	372
Station 2	224	226
Station 3	315	268
Station 4	210	185
Station 5	113	116

4TH QUARTER FIRE LOSSES

	2016	2015
Number of Incidents	18	15
Total Property Loss	$ 403,050.00	$ 163,200.00
Total Content Loss	$ 130,925.00	$ 180,710.00
Total Losses	$ 533,975.00	$ 343,910.00
Average Loss	$ 29,665.00	$ 22,927.00

II

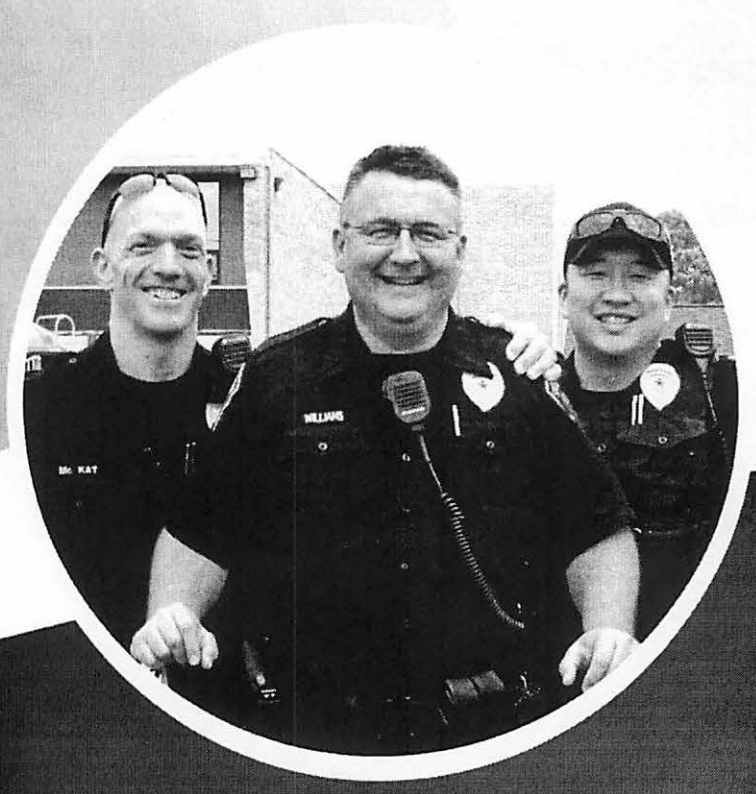
R. O. No. - 16 - 17. By CHIEF OF POLICE. April 5, 2017.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my annual report showing the activities of my department for the period commencing January 1, 2016 and ending December 31, 2016.

PP+S.

Chief of Police Christopher D. Domagalski

SPD REPORT 2016



OUR VISION: To be the safest community of its size in the United States.

OUR MISSION is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

Christopher Domagalski
CHIEF OF POLICE
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

Sheboygan
Police Department

OUR VALUES

Professionalism

Accountability

Leadership

Teamwork

Competence

Integrity

CONTENTS

2015-2016 Alderpersons

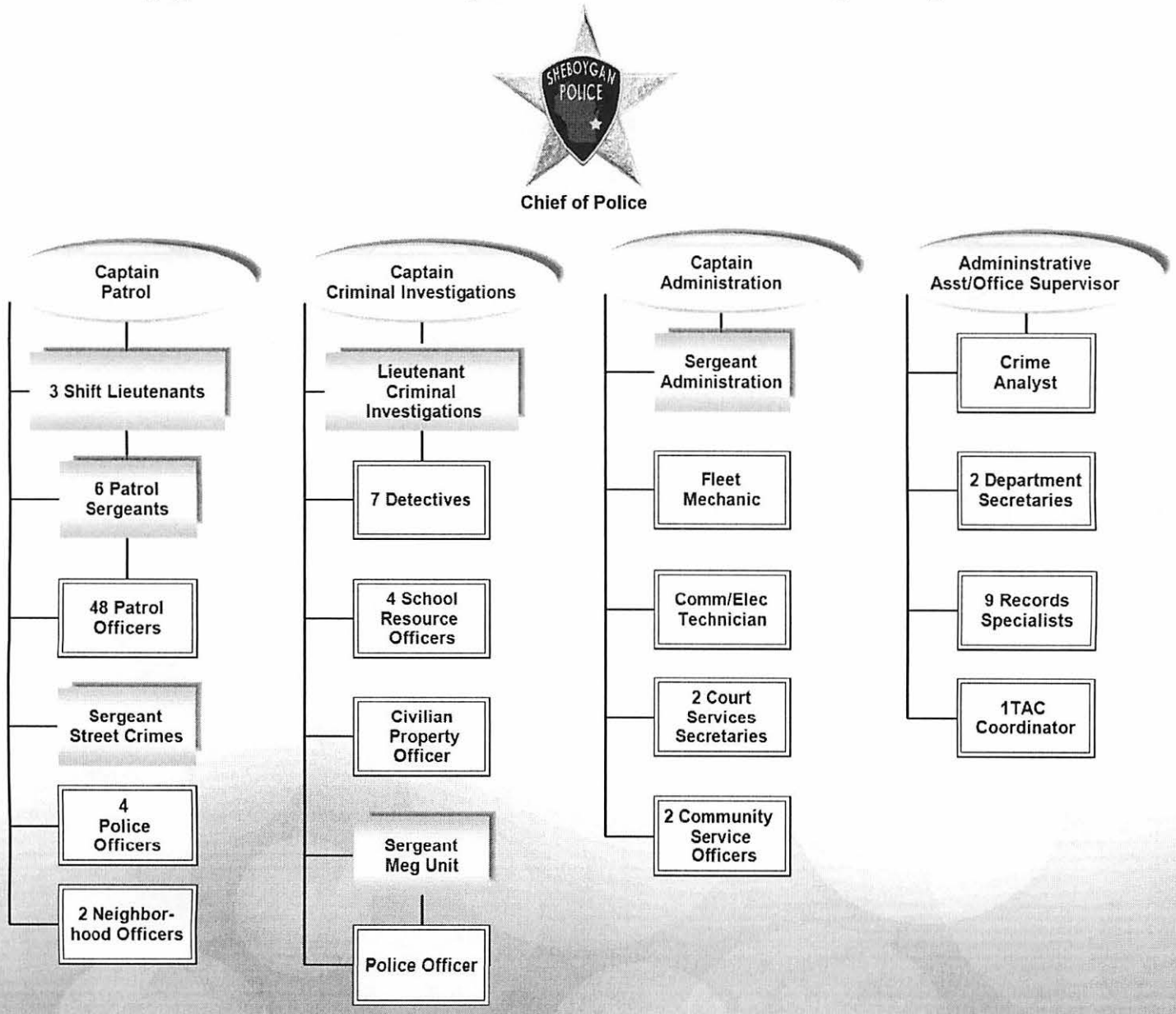
City of Sheboygan
spirit on the lake.

District	Wards	Alderperson
1	1-3	Todd Wolf
		John Belanger
2	4-9	Roman Draughon
		Jodi Vander Weele
3	10-12	Darryl Carlson
		Mike Damrow
4	13-15	Job Hou-seye
		Mary Lynne Donohue
5	16-18	Billy Thiel
		Julie Kath
6	19-21	Mark Hermann
		Bryan Bitters
7	22 & 23	Don Hammond
		Susan Holzschuh
8	24-26	Joseph Heidemann
		Jim Bohren

Mayor Michael Vandersteen

Chief Administrative Officer James Amodeo/Darrell Hofland

Sheboygan Police Department Table of Organization



Police & Fire Commission 2015-2016

President Robert Lettre, Sr.
Secretary Andrew Hopp
Commissioner Henry Jung
Commissioner Jeanne Kliejunas
Commissioner Larry Samet

Chief Domagalski's Message

The 2016 Sheboygan Police Department Annual report is herein presented for your review. The report documents the department's accomplishments and key activities during 2016.

This past year was another challenging year for law enforcement nationwide. However, despite the challenges, I am proud to say that the members of the Sheboygan Police Department worked together to accomplish the goals set, while demonstrating a high level of leadership, professionalism and competence.

One of our main accomplishments is the number of relationships that were built and strengthened in our neighborhoods this past year with the citizens of Sheboygan. Officers demonstrated leadership daily by focusing on building relationships at the neighborhood level and also by creating and implementing new programs and outreach activities centered on bringing people together. In doing so, we were able to re-establish a sense of community that resulted in increased guardianship and community pride in our neighborhoods. The increased guardianship and pride is an essential factor in the 19 % decrease in part 1 crimes in comparison to the 5-year average.

The officers also worked extremely hard to build stronger relationships with the youth in our community as shown in the outreach section of this report. However, none of our outreach activities would have been possible without the amazing support exhibited by our partners in the business community. We are extremely grateful and overwhelmed by the generosity demonstrated this past year toward the Police Department by both the residents and businesses of Sheboygan. Please check out the outreach section of the report to see many of the local businesses that supported our efforts this past year.

While we have accomplished much, we also have much more to do. I look forward to working with the men and women of the Sheboygan Police Department and our many partners to take on the challenges that we encounter as a community in 2017. I am confident that we are up to the task.

Sincerely,

Christopher Domagalski
Chief of Police

2016 Sheboygan Police Department Accomplishments

- ✓ Implemented South Side Neighborhood Beat Officer.
- ✓ Introduced "Brat with a Cop" as outreach tool to build relationships and increase trust.
- ✓ Worked collaboratively with system partners to establish a Drug Treatment Court.
- ✓ Achieved a 19% reduction in Part 1 Crimes in comparison to 5 year average.
- ✓ Continued crime reduction trend, achieving new lows in robberies, burglaries and thefts.
- ✓ Transitioned to a new digital radio system and replaced all radios.
- ✓ Worked with the Sheboygan Area School District and other partners to create and implement a Public Safety Pathway at South High School.
- ✓ Completed transition to Combined Dispatch to County.
- ✓ Completed 1st organizational culture survey.
- ✓ Implemented internal Chief's Advisory Committee.

2017 Sheboygan Police Department Goals

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Identify Prolific Offenders and work with, Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.
Continue involvement in the Sheboygan County Criminal Justice Advisory Committee and activities that support universal screening and assessment and the development of treatment and monitoring and support services.
Effectively apply Compstat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis to create crime intelligence for use in directing police resource decisions.
Continue partnerships to address blight and revitalize neighborhoods.
Use data to drive enforcement efforts related to traffic safety.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1175.
Individual crime targets as follows: of Robbery ≤ 15, Aggravated Assaults ≤ 90, Burglary ≤ 105 and Theft ≤ 900.
Total Accidents ≤ 1500.
High Visibility Education and Enforcement Deployments = 12.
Pounds of prescription drugs collected ≥ 1193

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build Neighborhood capacity by continuing to promote Neighborhood Associations.
Increase direct contact with citizens through neighborhood meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Work with our youth and schools to enhance safety and security for students.
Continue ongoing efforts to educate the public regarding drug and alcohol abuse.
Implement north side Beat Officer and maintain Beat Officer Positions.

Expected Outcomes: A more informed community and greater awareness of department activity.
Enhanced relationships and greater understanding of the Police Role across the community.
Coordinate and hold more than 25 neighborhood meetings.
Increase documented collaborative problem solving initiatives.
Increase in measureable deployments of foot and bicycle patrols.
Maintain percentage of residents that feel safe walking in their neighborhood during the day at 91%.
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 58%.
Increase in Police legitimacy.

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities: Continue evaluation of work flow and position responsibilities to support department activities and mandates.
Continue training and redesign of associated processes and responsibilities.
Work with City IT to complete ongoing implementation of Munis parking ticket solution.
Implement Body Camera Project.
Emphasize the connection of department values to daily decision making.
Replace Department Dictation System.
Practice the judicious and impartial use of police authority.

Expected Outcomes: Create Public Value.
Operate within authorized budget.
More efficient processing of parking tickets.
More dependable systems and enhanced customer service.
Decrease in the use of force and increased police legitimacy.

Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals.
Celebrate Successes of Organization.
Deliver key training across Divisions.
Continue Leadership in Police Organization training for all levels of the department.
Use department surveys to identify strengths, weaknesses and measure progress.
Continue department advisory group to identify issues, improve feedback, offer ideas and find solutions.

Expected Outcomes: Greater Camaraderie, Trust and Pride among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Stronger working relationships.

Administration	2,042,372
Patrol	7,121,173
Communications	21,105
Fleet Maintenance	310,730
Parking Enforcement	152,859
Facility	168,900
Criminal Investigation Division	1,975,580
Total Budget	11,792,719

Total Budget $11,792,719

Internal Investigations

Eighteen(18) internal investigations were conducted in 2016. Of those investigations, twelve (12) were initiated by the Department, and six (6) were citizen complaints.

2016 INTERNAL INVESTIGATIONS

INVESTIGAVE FINDINGS	#
SUSTAINED	9
NOT SUSTAINED	2
UNFOUNDED	0
EXONERATED	0
NO FORMAL COMPLAINT	1

2016 CITIZEN COMPLAINTS

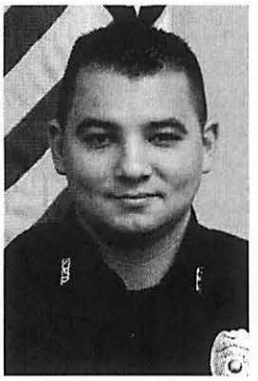
INVESTIGAVE FINDINGS	#
SUSTAINED	0
NOT SUSTAINED	3
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	2

*** Sustained = The allegation is supported by sufficient proof.
Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
Unfounded = The allegation is false or otherwise not based on valid facts.
Exonerated = The incident that occurred or was complained against was lawful and proper.

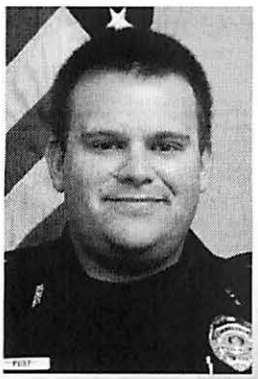
2016 Use of Force	
Deadly Force	1
Display Firearm	61
Display Electronic Control Device	37
Deploy Electronic Control Device	14
Employ Active Counter Measures	19
Apply Hobble Device	7
Deploy Specialty Impact Munitions	0
Deploy Oleoresin Capsicum Spray	0
Canine Bite	0

2016 New Hires

Officer Cody Griebling
May 22nd, 2016



Officer Benjamin Woodward
November 15th, 2016



Officer Kevin Post
November 15th, 2016

Community Service Officer Vong Lao
November 23rd, 2016

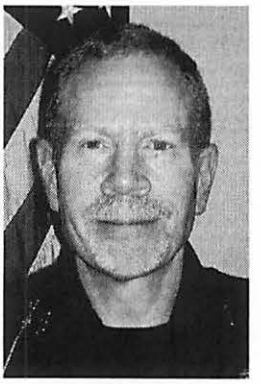
Community Service Officer Abigail Hernandez
November 23rd, 2016

Community Service Officer Aaron Sandee
December 7th, 2016

2016 Retirees

Officer Dean Wendlandt
January 5th, 2016

Property Officer Julie Lamb
July 1st, 2016



Sergeant David Anderson
December 31st, 2016

2016 Promotions

Property Officer Henry Meller
July 1st, 2016

Administrative Services Division

Captain Steve Cobb

In 2016, the Administrative Services Division encompassed the office of the Sergeant of Administration, police fleet and maintenance, radios and communication, the court services section, and maintenance of the police facility. In addition, the division is responsible for administering a process for hiring new personnel, the training and career development of current personnel, policy management, and building/facility maintenance, and is involved in the acquisition of new technologies for the department. The sergeant of administration oversees community service officers and school crossing guards, as well managing parking and traffic functions and coordinating the citizen's academy.
The following is a list of accomplishments:

Training and career development continue to be a major component of the administrative division of the Police Department. Over the course of 2016, department goals were supported by providing training in Trauma Informed Care, Naloxone administration and Warm Zone operations.

The SPD hosted an ALICE Level II Instructor Course, training over 50 law enforcement, school district and business professionals in how to administer an ALICE active shooter response plan.

The department administered or provided over 7,900 hours of training to department personnel in 2016.

5 department employees attended Leadership in Police Organizations academies.

Sgt. Scott Reineke was accepted as part of the Wisconsin Law Enforcement Command College 2016-2017 cohort.

In 2016, over 28 hours of policy training per employee was provided through the use of Lexipol Daily Training Bulletins.

There were no capital projects associated with the Police Facility in 2016. A majority of the maintenance in 2016 related to the HVAC systems, hardware of doors and furniture and the installation of a water/drinking fountain. In an effort to be more energy efficient, 64 accent lights and 8 hallway lights had the halogen lights removed and replaced with high efficiency LED lighting.

In a continuing effort to maintain compliance with the Juvenile Justice Delinquency Prevention Act, a second booking station was installed in the non-secure booking area in the criminal investigations division. This allows a booking to take place in a location that does not require a juvenile to enter a secure perimeter. This greatly reduced the number of secure holds reported to the Wisconsin DOJ. Secure holds take place when a juvenile is placed in a secure holding room. There were 203 secure holds in 2015 and only 82 secure holds in 2016.

Body worn cameras are an emerging technology that allows each officer to record interactions with the public. The public demand to equip officer with body worn cameras, as well as the technology supporting them, has been evolving quickly. The program has been approved and it is anticipated that a product will be acquired in early 2017.

A hiring process that was conducted in early 2016 resulted in the hiring of (3) officers.

A second process was conducted late in 2016, producing an eligibility list for anticipated 2017 vacancies.

Criminal Investigations Division

Captain Kurt Brasser

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, and the Property Room. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery, burglary and numerous others. The following is a list of accomplishments:

Worked in partnership with the Sheboygan Area School District to create an additional School Resource Officer position bringing the total officers to five. Officer Holly Kehoe will begin her new assignment at Horace Mann Middle school in September of 2017.

Property Officer Meller was selected to replace Julie Lamb who retired from the position in June. Henry was a former Community Service Officer for the department.

Officer Friedl was selected for the South High SRO position replacing Officer Kundinger who has transitioned to the Southside Neighborhood Beat Officer position.

Worked with Meals on Wheels, the Sheboygan Senior Center and various churches to distribute Fraud and Scam information to vulnerable citizens in our neighborhoods to prevent them from becoming victims of financial scams.

Worked in partnership with the Sheboygan Area School District to train and implement the ALICE program to school staff. The ALICE program teaches best practices for dealing and reacting to violent intruders within the schools. In addition, a DVD was created to assist with future training. The training was provided to city offices including the library, DPW, city hall, and wastewater.

Sheboygan Police hired an outside auditor to complete an audit of the property room. Property and evidence were inspected for compliance with policy and procedure and department police and procedure was reviewed for improvement.

Developed a Digital Evidence Position to manage the department's digital evidence. The position is set to begin in early 2017.

Created prescription drug reporting procedure to ensure compliance with State Law.

524 items of evidence were transported to the Crime Lab representing 206 cases.

Conducted 580 forensic searches on cell phones and computers in connection with various criminal investigations.

The MEG Unit participated in more than 30 community talks to schools, businesses and community groups concerning drug awareness and the impact on communities.

The MEG Unit initiated 70 new drug investigations, arresting 41 people charged with 115 drug related crimes.

MEG Investigators served approximately 10 search warrants.

Conducted 47 background checks on Registered Sex Offenders applying for a waiver to reside in the city.

Detectives conducted 8 ICAC (Internet Crimes against Children) investigations resulting in 1 arrest.

Processed 3,841 items of evidence for storage into the property room.

Patrol Division

Captain James Veeser

The Patrol Division consists of 63 men and women who handle the majority of calls for police services. It is comprised of Patrol Officers, the Street Crimes Unit, and Neighborhood Beat Officers. In addition, members are part of the Emergency Response Team, Motorcycle Unit, Dive Team, Explorer Post Supervisor, K-9 Unit, Bicycle Unit, Reconstruction Unit and Honor Guard. The following is a list of accomplishments:

The Street Crimes Unit conducted approx. 96 knock and talks, 13 search warrants and 3 controlled buys. The Unit habitually assists other patrol officers with complex cases along with visiting drug court participants. In addition, the Unit is staffed with a member of the U.S. Marshal's Task Force and K-9 Unit.

The Patrol Division maintains a working relationship with local hotels and motels with a program called "Sheboygan Safe Stay". Officers communicate with 8 local hotels and motels. The collaboration results in reports of suspicious activity and ensures employees are being alerted to criminal trends.

The Patrol Division developed an updated Apprehension Request procedure that ensures local youth at risk are entered into the statewide TIME system. The effort included collaboration with Health and Human Services and the Sheboygan County Sheriff's Department.

Officer Sarah Blodgett was selected for promotion to Sergeant of Patrol after Sergeant David Anderson retired in 2016.

The Patrol Division began a Video Registry Program allowing local residents to register exterior facing cameras in a local database.

The Patrol Division collaborated with the Salvation Army and local religious based organizations to establish protocol and guidelines for the Sheboygan County Warming Shelter. The shelter provides officers a location to transport individuals who require safe accommodations for a night due to circumstances.

The Patrol Division conducted 6 forfeiture actions involving monies and vehicles seized during drug investigations. This included one vehicle and $9457.00 in U.S. currency.

The Emergency Response Team upgraded communications equipment using Drug Forfeiture funds and the Justice Assistance Grant.

The Police K-9 Unit conducted 258 traffic and 11 search warrant deployments, conducted 5 public K-9 demonstrations and was involved in 13 scheduled school searches. K-9 officers and partners assisted in the seizure of 1.24 pounds of THC, 2.2 ounces of methamphetamine, 1.01 ounces of heroin and $9,209.

The Patrol Division continued to utilize the Wisconsin Surplus Auction site to sell unclaimed or abandoned property. The net income from sales of vehicles and property was in excess of $3000.00.

The Reconstruction Team responds to major crash and investigative scenes and utilizes modern technology to document and diagram the location of evidence at the scene. In 2016 the unit was called upon to respond to three major crime scenes and one serious motor vehicle crash.

The Patrol Division initiated the "Bicycle Courtesy Check" program, placing educational pamphlets on bicycles lying unsecured outside of residences. Officers on foot patrol attached hundreds of these tags on bicycles asking parents and/or owners to prevent crime by reducing the opportunity.

Information Services Division

The Information Services Division of the Sheboygan Police Department provides clerical support for sworn members of other divisions within the Police Department. Records Division personnel continue to process police field reports, traffic citations, ordinance tickets, citizen contact reports (warnings), accident reports, and parking tickets. With joint dispatch moving into their new facility, Records personnel took over the duties at the front desk area of the Police Department.

Total Number of Law Incident Complaints for the City of Sheboygan Police Department in 2016: 24,532

Part I Crimes

	2011	2012	2013	2014	2015	Average	2016
Murder	0	3	1	1	0	1	1
Rape	16	19	20	20	21	19	20
Robbery	26	21	14	17	14	18	10
Aggravated Assault	94	126	97	116	124	111	100
Violent	**136**	**169**	**132**	**154**	**159**	**150**	**131**
Burglary	231	262	187	161	128	194	119
Theft	1,166	1,212	1,023	1,082	991	1,095	908
Motor Vehicle Theft	50	42	31	24	31	36	36
Arson	6	5	6	12	4	7	5
Non Violent	**1,453**	**1,521**	**1,247**	**1,279**	**1,154**	**1,331**	**1,068**
Total Part I	**1,589**	**1,690**	**1,379**	**1,433**	**1,313**	**1,481**	**1,199**

5 Year Average

Part I Crimes	Murder	Rape	Robbery	Agg. Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2016	1	20	10	100	119	908	36	5	1199
5 YR Average	1	19	18	111	194	1095	36	7	1481
Difference	**0%**	**5%**	**-44%**	**-10%**	**-39%**	**-17%**	**0%**	**-29%**	**-19%**

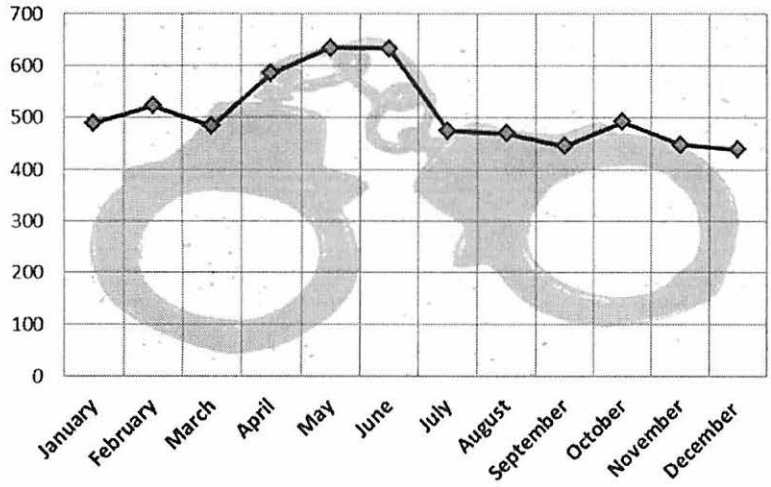
2016 Goals

Offense	Goal	Actual	Difference	Percent
Robbery	15	**10**	-5	**-33%**
Agg. Assault	90	**100**	10	**11%**
Burglary	150	**119**	-31	**-21%**
Theft	1000	**908**	-92	**-9%**
Total Part I	1315	**1199**	-116	**-9%**

2016 Arrest Data

	Other Arrests			Traffic Arrests			All Arrests
	Adult	Juvenile	Total	Traffic	OWI	Total	Grand Total
January	248	45	293	178	18	196	489
February	221	88	309	195	18	213	522
March	228	71	299	176	9	185	484
April	241	82	323	242	20	262	585
May	298	93	391	226	18	244	635
June	301	62	363	251	19	270	633
July	264	53	317	145	13	158	475
August	254	46	300	159	11	170	470
September	214	64	278	164	3	167	445
October	212	74	286	190	16	206	492
November	197	81	278	156	15	171	449
December	190	65	255	177	7	184	439
Total	2,868	824	3,692	2,259	167	2,426	6,118

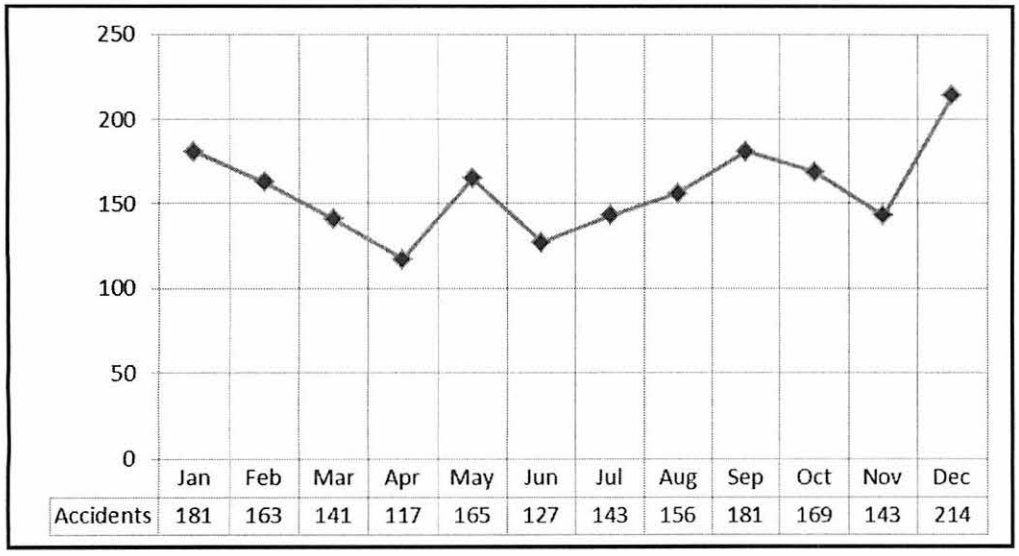
2016 Arrest Data Monthly Graph



2016 Drug Arrests

Marijuana	258
Synthetic	74
Amphetamine	56
Keeper Drug House	34
Cocaine	28
Heroin	26
Hallucinogen	2
Opium	1
Non-Narcotic	1
Total Drug Arrests	**480**

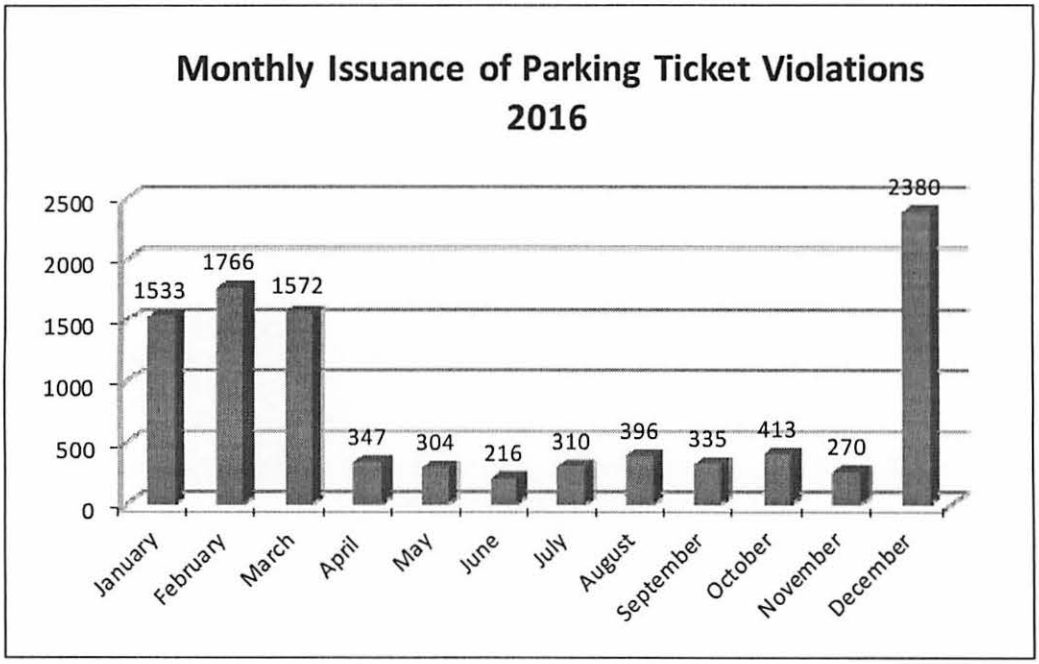
2016 Accident Data - Total Accidents Investigated: 1,900



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Accidents	181	163	141	117	165	127	143	156	181	169	143	214

2016 Search Warrants

119 search warrants were conducted in 2016.



2016 Total Tickets Issued - 9,842

Volunteers in Police Service

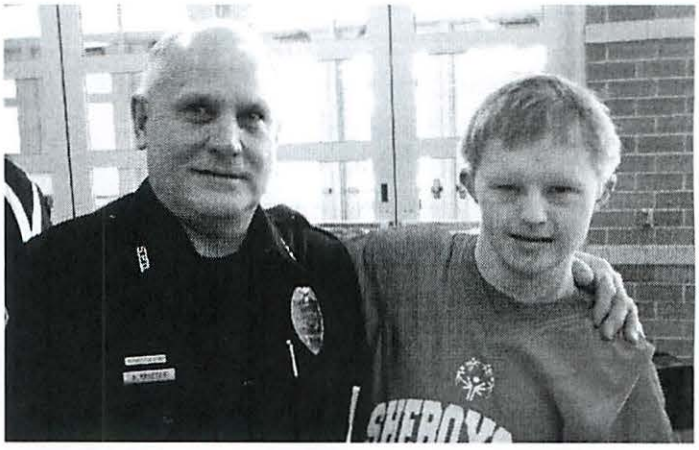
The Sheboygan Police Department has eleven volunteers who provide a variety of support services and do not receive any compensation for their service. Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups. They further assist by serving subpoenas, assisting with the collection from the prescription drug drop off box, doing civilian fingerprinting, and numerous other assignments.

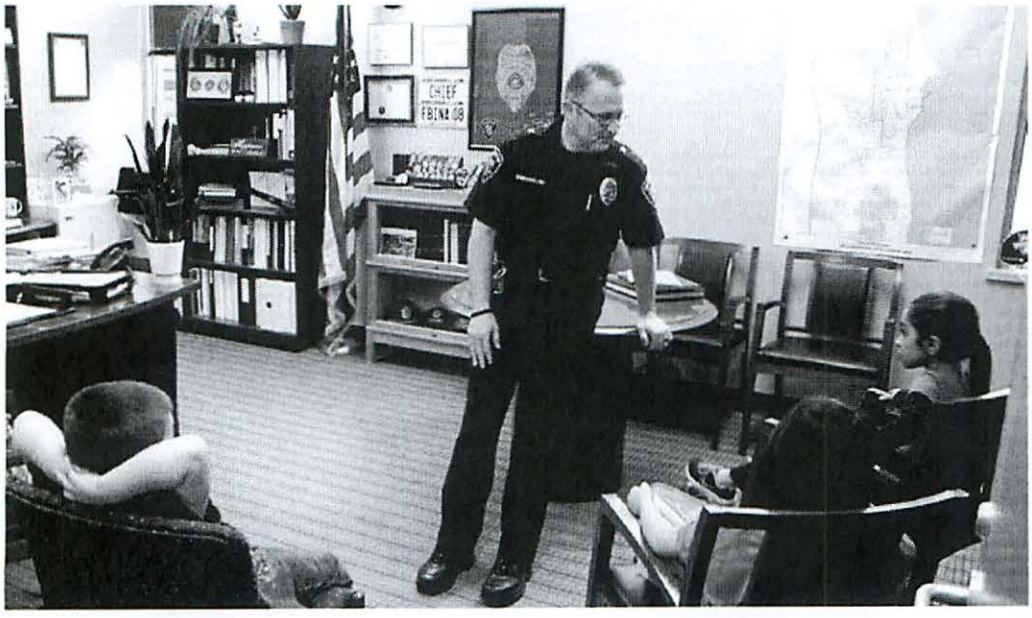
The VIPS are led by Coordinator Penny Weber. Other members include: Mary Ann Dickfoss, Joe Glover, Jr., Jason Lawrence, Kristi Lawrence, Connie Mehan, Ethel Pillman, Sherry Rebholz, and Tom Riemann.

As part of the VIPS service in 2016, the SPD welcomed two new police department chaplains, Rev.Mario Ciotola and Rev. Lorri Steward. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

Community Outreach

Special Olympics Basketball Athletes participated in a tournament held at South High School on the weekend of January 9th, 2016. Sheboygan Police Officers are present every year to offer support and encouragement to these athletes. We are very happy to be a supporter of such an amazing organization.

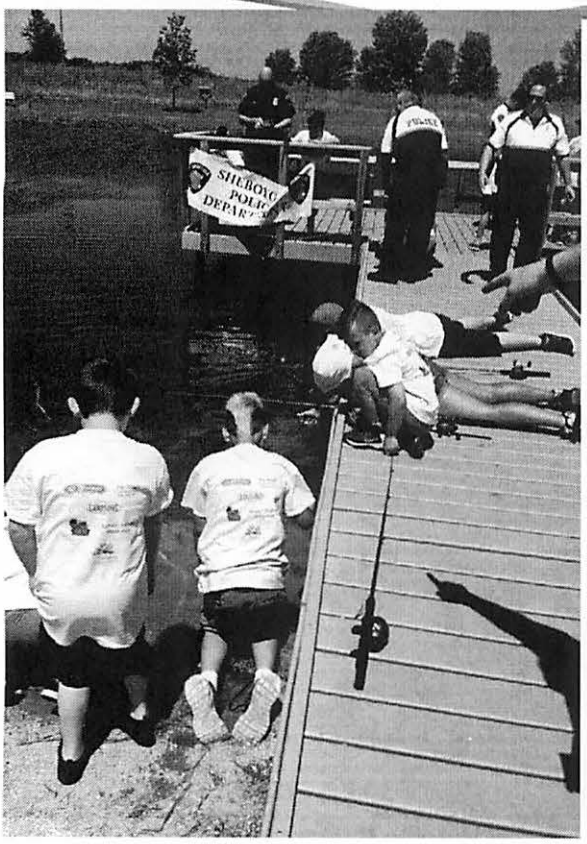




In February 2016, Jackson Elementary School Kindergartners and 1st Grade students invited us to be part of their reading challenge. On February 11th, officers from the SPD went to their school and read to them in their classroom. Then over the course of the spring, the students met their goal to read a number of hours. The reward was to come to SPD and read to us here. On June 1st, 2016, about 136 students came to visit and demonstrate one of the most important skills a child can develop in their lifetime—reading. Police officers, detectives, captains and the police chief took time out of their day to listen to the students read.

On March 12th, 2016, Officers' Jaeger, Knez, Wilson and Fickett traveled to the Milwaukee Police and Fire Training Academy, along with 24 Sheboygan Police Explorers, for the Southeast Wisconsin Explorer Challenge. The Sheboygan Law Enforcement Explorers competed against over a hundred other explorers from around the state. They won 1st Place for their presentation on bullying and 2nd Place for the physical agility scenario.

March 16th, 2016, was the first night of the 2016 SPD Citizen Academy. Citizen Academy is an 11 week class that provides citizens with a better understanding of the Sheboygan Police Department. The academy also provides tremendous insight on how police officers perform their duties and how we serve our community. We had a full class of 30 participants this year.

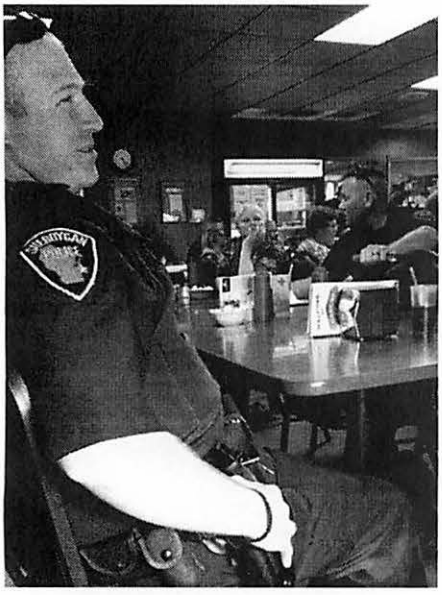


The first" Cops and Bobbers" event was held on June 25, 2016. This event included 20 children ages 7 to 13 and their families getting to fish alongside SPD Officers at the Kohler Andrae State Park. This event is designed to teach children a new pasttime that they can enjoy with their families while getting to know officers in a more personal and positive way. Cousins Subs, Roosted Gobblers, The Wharf, Old Wisconsin and Kohler Andrae State Park all partnered with the SPD to make this event possible.

The Law Enforcement Torch Run for Special Olympics is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. It took place in more than 30 communities across Wisconsin, with all participants uniting at UW Stevens Point for the State Summer Games Opening Ceremony.

On June 9, 2016, local law enforcement ran and biked through Sheboygan, Kohler, Sheboygan Falls, Plymouth, Elkhart Lake, with a special stop in Kiel, by Trooper Trevor Casper's gravesite, to their final destination of the Special Olympics Wisconsin State Summer Games.

Patrol Officers developed and conducted the 1st Neighborhood Bus tour. The historical tour traveled through the Flats, River Bend, Sheridan, South Pier, Riverwalk, King Park and River Watch neighborhoods while also stopping at 3 area businesses. The effort was supported by Sheboygan Transit, Nourish, Cargill and the Sheboygan School District.



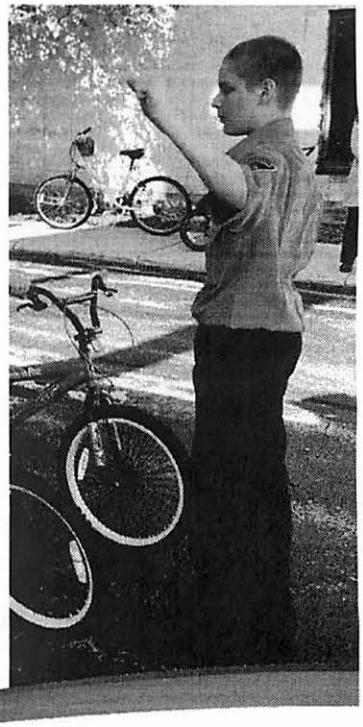
The Coffee with a Cop program continued with the Patrol Division taking part at area McDonald's along with expanding to La Conquistadora, Mi Ranchito, Charcoal Grill, Z-Spot, and Al and Al's. Officers participated in 14 sessions discussing concerns of residents while enjoying a cup of coffee.

The Patrol Division partnered with the local Papa John's Pizza to initiate "Get Caught Doing Something Right". Patrol officers can reward a person with a free pizza for being kind to another or abiding by the law. This is in conjunction with the local Dairy Queen supporting bicycle safety by providing a free cone for wearing a bike helmet.

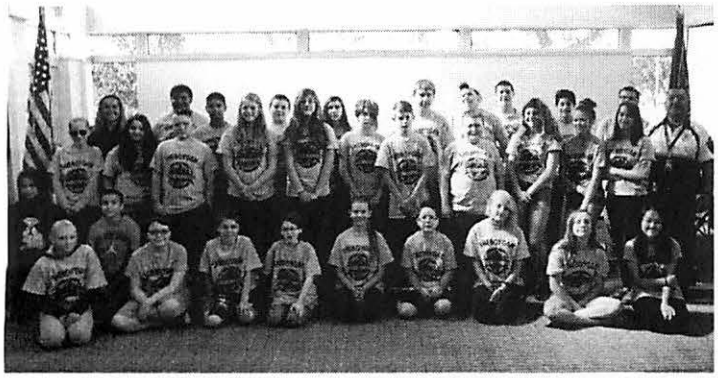
The Patrol Division and area businesses continued to partner to bring the "Brat with a Cop" program to residents within neighborhoods. Officers and citizens engage in friendly discussions and enjoy a brat while identifying issues within the neighborhood. 10 events were held serving approximately 300 residents. Business partners are Festival Foods, Pic-n- Save, Miesfeld's Triangle Market, Piggly Wiggly and Trilling Hardware.

June 13th, 2016, was the start of the first safety town class for 2016. One of four sessions offered over the summer; this 15-hour safety education program was for children who started Kindergarten in the fall. The safety topics included; bike safety, stranger danger, poisons around the house, pet safety, water safety and many lifesaving topics. It also included a trip to the Sheboygan Police Department.

The Sheboygan Police Department hosted two bike rodeos supported by Explorer Post 2881 and local businesses. The events provided a safe and controlled environment for elementary aged children to understand bicycle safety and laws. Over 125 children attended the two events that also included free bicycle inspections and helmets to participants.

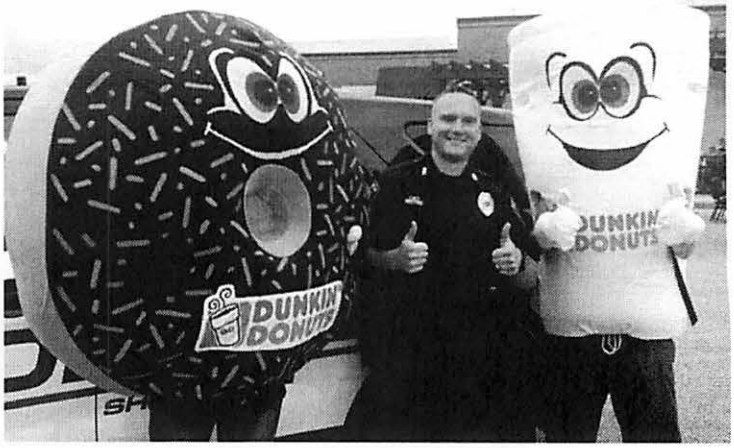


Throughout 2016, Sheboygan police officers worked with local residents to help create vibrant neighborhoods by participating in neighborhood clean up days and neighborhood walks.



From June 27th through July 1st, 32 middle school students attended the 10th session of the Sheboygan Police Department Junior Police Academy. The academy is a 20 hour course that engages middle school age children to help teach them some of the activities and skills involved in policing. The academy included sessions on defense and arrest tactics, evidence collection, special teams in policing, department K9 use and understanding the role of police officers in our community.

Officers and citizens came together on August 2nd, 2016 for National Night Out. National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie. It's about coming together to make our neighborhoods safer, better places to live.

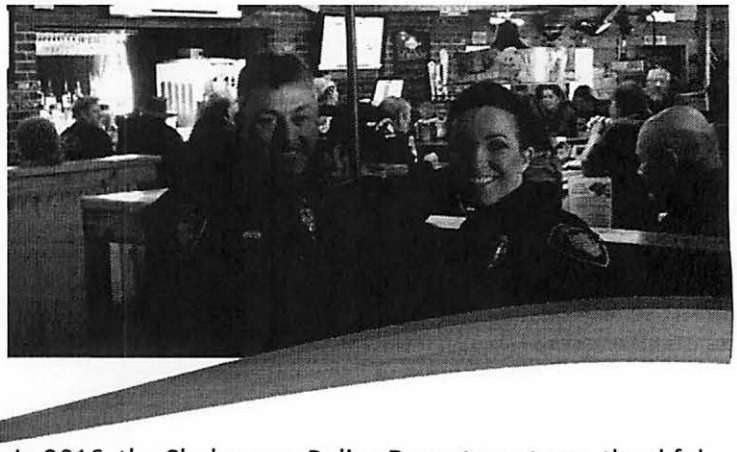


On August 12th, 2016 Police officers volunteered across the state at 48 Dunkin' Donuts locations to heighten awareness and raise money for the Law Enforcement Torch Run® (LETR) for Special Olympics Wisconsin. In return for the police officers "doing time" at their restaurants, Dunkin' Donuts donated $5,000 to the organization. The Wisconsin Chapter of Concerns of Police Survivors (WI C.O.P.S.) also hosted their 3rd annual Dunk A COP Like Dunkin Donuts Event at the Green Bay Distillery. Police officers from all over the area volunteer for this event. All proceeds go to the Wisconsin Chapter of Concerns of Police Survivors.

Sheboygan Police officers and children had a great time at "Boo with the Blue" on October 29th, 2016. The event took place at the Boys & Girls Club. Everyone had fun with the games, pumpkin painting and costume contest while enjoying a safe Halloween.

Sheboygan Police Officers participated in No Shave November to raise awareness for cancer by growing facial hair, since many cancer patients lose their hair during their treatments. Officers paid $25 to grow a goatee and $50 to grow a full beard. All money raised by Sheboygan Police Officers was donated to Big Brothers and Big Sisters of Sheboygan County.

Many veterans of the U. S. Armed Forces gathered on November 11th, 2016 for a free lunch provided by our local Texas Roadhouse. Sheboygan Police Officers volunteered on their own time to come in and help clear tables, greet guests and offer their gratitude to local veterans. Over 600 people were served during the lunch hour. A special thank you to Texas Roadhouse for allowing us to participate in honoring our veterans.



In 2016, the Sheboygan Police Department was thankful for a community that was extremely supportive of our department and our officers. We were also thankful for partners in the community that make it possible to brighten others holidays. Festival Foods donated several Turkey dinners and officers were lucky enough to be able to deliver them to families in need.

On December 6th, 2016, the SPD participated in Shop With a Cop. Over 72 disadvantaged children spent the evening with officers having a pizza party, visiting with Santa and shopping for gifts for their families. For the past fifteen years, this charitable program has been organized and funded voluntarily by members of the Sheboygan County Law Enforcement Association. A special thank you to Target and all the volunteers that made "2016 Shop With A Cop" a successful event!

On December 10th, 2016, Blue Santa made his first appearance in Sheboygan. Operation Blue Santa was able to serve 4 families, including 12 children and 5 adults. Officers arrived at each home with a Christmas meal before being visited by Blue Santa. Santa was full of cheer and bearing gifts for the children. Community partners Olivu426, HUB International, Woodlake Market, SPBA, Trattoria Stefano, Nourish and Wisconsin Bank and Trust made this great event possible.

2016 Sheboygan Police Benevolent Association Service Awards

The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, March 11th, 2016 at The Bull at Pinehurst Farms.

The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Detective Tamara Remington

Police Officer of the Year Award:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Meritorious Service Awards:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

Officer Alex Jaeger

Officer Andrew Kundinger

Detective Paul Olsen

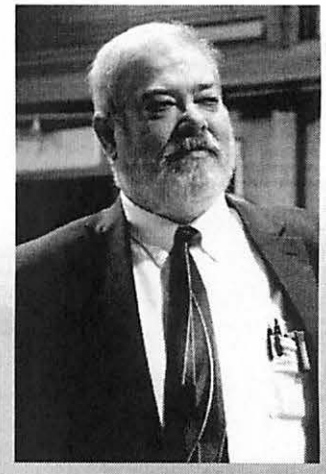
Civilian Employee of the Year Award:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.

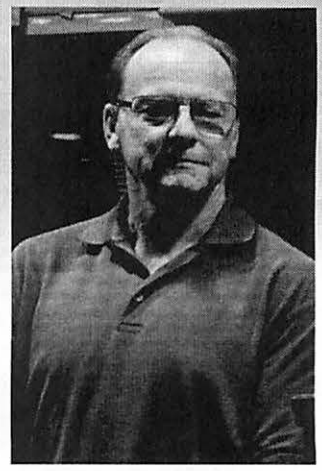
Julie Lamb

Citizen's Distinguished Service Awards:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.



DA Joe DeCecco

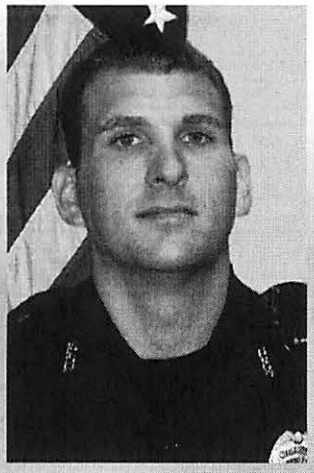


Harlan Leikem

Life Saving Awards:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.

Officer Michael Thielke



Officer Bryan Knez

Officer Jason Pacey

Officer Michael Wynveen

Officer Brian Bastil

SPD ANNUAL REPORT 2016

The Sheboygan Police Department's 2016 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

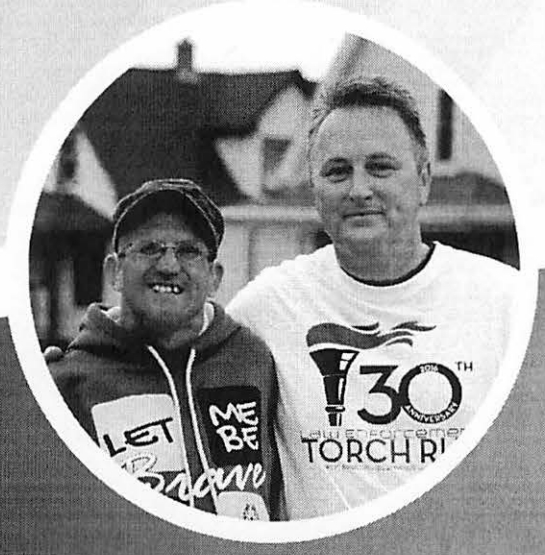
Special thanks to all those who submitted information to make this report possible and to Detective Olsen for many of the beautiful photos.

Sheboygan
Police Department

1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081
(920)459-3333
www.sheboyganpolice.com

Find us on Facebook Sheboygan Police Department

@Sheboygan_PD



Law Enforcement Torch Run for Special Olympics 2016

The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

II

R. O. No. ____ - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a communication from Sara Peters on behalf of Phillip Cheney requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at 930A Michigan Ave. or 1123/1125 N. 14th St. depending on availability.

PP&S.

City Clerk

MAR 23 '17 PM 2:21

Date:_____3/22/2017_____

My name is:___Phillip Cheney_____

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
_____930A Michigan Ave or 1123/1125 N 14th Street Sheboygan WI 53081_____
_____
_____

Signature: Sara Peters for Phillip Cheney

Phone Number: 918-8058

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. - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a communication Brian Johnston requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1917 N. 5th St.

City Clerk

PP's

MAR 30 '17 AM10:55

Date: March 30 2017

My name is: Brian Johnston

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

1917 N 5TH St
Sheboygan WI 53081

Signature:

Phone Number: (424) 232-5324

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

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

Thank you for all your cooperation in the matter.

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. April 5, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute an Engineering Services Contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Kapur & Associates, Inc. for the Pennsylvania Avenue Bridge Rehabilitation Project, State Project ID 4996-25-00 for the proposed sum of $174,648.77 of which the Federal/State share is $139,719.02 and of which the City of Sheboygan's share is $34,929.75.

RESOLVED: That the appropriate City Officials execute an Engineering Services Contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Kapur & Associates, Inc. for the Pennsylvania Avenue Bridge Rehabilitation Project, State Project ID 4996-25-00 for the proposed sum of $174,648.77 of which the Federal/State share is $139,719.02 and of which the City of Sheboygan's share is $34,929.75 -47433170-631100.

suspend

Res pass

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing City Officials to Execute an Engineering Services Contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Kapur & Associates, INC. for the Rehabilitation of the Pennsylvania Avenue Bridge, State Project ID 4996-25-00.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 30, 2017 **MEETING DATE:** **April 3,** 2017

FISCAL SUMMARY:

Budget Line Item:	47433170-631100
	$34,929.75
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
Kapur & Associates, Inc. is the engineering firm designing the plans and specifications for the rehabilitation of the Pennsylvania Avenue Bridge.

The Engineering Services Contract is for the amount of $174,648.77. The Federal/State share is $139,719.02 and the City's share is $34,929.75.

This document authorizes the department to execute an amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Kapur & Associates, Inc.

STAFF COMMENTS:
Recommend approval of resolution.

ACTION REQUESTED:
Motion to recommend the Common Council approve a resolution to execute an engineering services contract between the City of Sheboygan, State of Wisconsin, Department of Transportation, and Kapur & Associates, Inc.

ATTACHMENTS:
I. Resolution
II. Engineering Contract Services

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. April 5, 2017.

A RESOLUTION authorizing the sale of City-owned property in Sheboygan Business Center 1 (Lot totaling 15.745 acres)to KW SBM, LLC.

WHEREAS, the Common Council had previously approved the sale of the land under Resolution 106-16-17;

WHEREAS, since the previous approval by the Common Council, the certified survey map has been completed and the actual acreage of the lot has been determined;

WHEREAS, Kienan West, LLC is proposing to develop the property as tenant space for a distribution company expansion.

WHEREAS, the title company is requiring an updated resolution authorizing the sale of the property for $346,390.

RESOLVED: The Common Council approves the sale of said property and that the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer of the property.

suspend
Res pass

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 16 - 17. By Alderperson Hou-Seye. April 5, 2017.

A RESOLUTION creating an escrow of $500,000 for the purpose of granting a property developer who purchases the Historic Sheboygan Armory, the funds, up to $500,000, that are necessary to raze the building. If a property developer buys the Historic Sheboygan Armory for the purpose of restoring the building, then with Common Council approval, the City of Sheboygan may contribute to the restoration of the building at a maximum rate of 15% of the cost of the project, with the total amount not to exceed the $500,000 in escrow.

_____

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 16 - 17. By Alderperson Wolf. April 5, 2017.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company to provide a stable, long term solution for property insurance for Wisconsin local government entities, and

WHEREAS, the quote received from the Municipal Property Insurance Company is very reasonable.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Municipal Property Insurance Company (MPIC)to provide building and property insurance coverage at a cost of $111,235 for the period June 1, 2017 through May 31, 2018.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finance

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.5

Res. No. 239- 16 - 17. By Alderperson Thiel. April 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for purchase of (20) Automated External Defibrillators (AED's) for the Sheboygan Police Department.

WHEREAS: For many years the Sheboygan Police Department has included Automated External Defibrillators (AED's) as standard equipment in its squad cars. The ready availability of these units to first responders has proven to be a life-saving measure. The current units were purchased between 2002 and 2006 and have now been declared obsolete by the manufacturer.

WHEREAS: In an effort to keep pace with newer technology and assure that the physical equipment is kept in good operating condition, the Police Dept. included $ 26,000.00 for an upgrade in its 2017 Capital Improvements Budget. At the time of budget development a quote for the incorrect model number of the equipment was inadvertently obtained. As a result, there is an apparent shortfall in the budgeted funds and;

WHEREAS: Other budgeted expenditures for the purchase of Body worn cameras and digital dictation equipment in the same budget line item have a combined *favorable* variance of $ 28,416.49. In addition, the pricing for the correct units is covered under a State of WI/NASPO Contract relieving the City of the need for competitive bidding.

PP&S pass

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Physio Control of Redmond WA for the purchase of (20) AED units and accessories and the need for competitive bidding for the purchase is hereby waived.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 40021100-649100 in the amount of $42,835.00 in payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution by Ald. Thiel authorizing the purchase of 20 Automated External Defibrillators for the Police Dept. .

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: March 27, 2017 **MEETING DATE:** April 12, 2017

FISCAL SUMMARY:

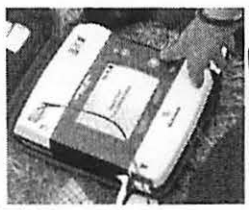
Budget Line Item:	40021100-649100
Budget Summary:	Capital-Other equip
Budgeted Expenditure:	$ 26,000.00
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Police Department includes Automatic External Defibrillators (AEDs) in many of its vehicles as standard equipment. These devices have proven themselves to be critical for first responders in saving lives. The current units were purchased between 2002 and 2006 and have been discontinued by the manufacturer and thus are no longer supported. When the 2017 Capital Improvements budget was created an error was inadvertently made with regard to the correct manufacturers' model number to be purchased. The City of Sheboygan has since received a quote from the manufacturer for the correct model of defibrillator and accessories with a quantity of (20) units. The pricing is based upon the State of WI/National Assoc. Of State Purchasing Officials (NASPO) contract and the units are directly compatible and inter-operable with the equipment used by the Fire Department ambulances. Due to the State of WI contract, the need for competitive bidding can also be waived.

STAFF COMMENTS:

Due to the incorrect model number being specified at the time the budget was created there is a cost shortfall of $16,835.00 necessary to complete this purchase. That said the purchase of the body worn cameras and the digital dictation equipment in the same budget line item have a combined *favorable* variance of $ 28,416.49

ACTION REQUESTED:

Motion to recommend the Common Council approve the Resolution by Ald. Thiel authorizing the purchase of 20 Lifepak 1000 AED units in the amount of $ 42,835 from Physio Control, Inc of Redmond, WA

ATTACHMENTS:

I. Resolution ____-16-17

III

Res. No. - 16 - 17. By Alderperson Belanger. April 5, 2017.

A RESOLUTION authorizing the appropriate City officials to file the DNR Knowles-Nelson Stewardship Program Grant application for the purpose of receiving financial assistance for the purpose of developing land for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project;

WHEREAS, this is a 50/50 matching grant program.

WHEREAS, the City is applying for up to $575,000.00 in developing lands for public outdoor recreation purposes and will be responsible to match 50% of the projects in cash, labor, services equipment or supplies or donations by a third party.

WHEREAS, the applicant must complete and pay for the entire project and then request reimbursement.

THEREFORE, BE IT RESOLVED: The City of Sheboygan will budgeted a sum sufficient to complete the project and

HEREBY AUTHORIZES, Joseph Kerlin, Superintendent of Parks and Forestry with the Department of Public Works, to act on its behalf of the City of Sheboygan to:

Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

Submit reimbursement claims along with the necessary supporting documentation within 6 months of project completion date;

Submit signed documents; and

Take necessary action to undertake, direct and complete the approved project.

Pub. Wks.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

_____

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 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 funding the developing of land for public outdoor recreation purposes.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: March 30, 2017 **MEETING DATE:** April 5, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In 2016 the City of Sheboygan approved an agreement with Angie and Ryan Shaw, and Steve Schmitt, representatives from the Sheboygan Park Project, now known as the Shaw Family Playground, and the Sheboygan Jaycees, to fundraise and construct a universally designed playground in area two of Evergreen Park. The fundraising goal for the playground is $750,000. Part of the agreement was for the city to make enhancements to the parking lot, aid with the construction of walkways and apply for State and Federal aid for the construction of a new shelter/restroom.

This Resolution is a request from Public Works for staff to apply to the State of Wisconsin Department of Natural Resources for a 50/50 grant for the following items:

- Area two site design including shelter/restroom, parking area and playground area
- Construction of new parking lot
- Construction of handicap accessible walkways
- Install of new utilities
- Construction of new shelter/restroom

Total project cost applied for is $575,000. The project is proposed to be constructed during the 2018 and 2019 season, with completion in the fall of 2019. Shaw Family Playground has committed the raising of no less than an additional $75,000 for the construction of the shelter/restroom. The City's responsibility would be $250,000 cash, labor, services equipment or supplies or additional grants or donations by a third party.

Evergreen Park area two currently has a small restroom that is scheduled to be removed with the addition of a new restroom facility. It also has a shelter. It is undetermined at this time if the old shelter will remain or not, it is my hope that can remain with some updates so the city can provide two rental shelters in area two.

STAFF COMMENTS:
At this time area two offers no handicap accessibility to any of its park amenities. The new universally designed playground will be a one of a kind playground in Sheboygan that meets the needs of children with all abilities. The new shelter/restroom will also be fully accessible to all users of the park.

This project is documented in the approved City of Sheboygan Comprehensive Outdoor Recreation Plan for 2016 – 2020.

ACTION REQUESTED:
Motion to recommend the Common Council refer to the Public Works Committee to authorize the Superintendent of Parks and Forestry to apply for a State of Wisconsin Department of Natural Resources grant for the purpose of developing land for public outdoor recreation purposes as described above.

ATTACHMENTS:
I. Resolution ___-16-17

III

Res. No. _____ - 16 - 17. By Alderperson Belanger and Lewandoske.
April 5, 2017.

A RESOLUTION submitting the Lakefront Water Safety Task Group Report of activities from August 31, 2016 to March 22, 2017.

WHEREAS, on August 15, 2006, the Common Council adopted the mission and Lakefront Water Safety Task Group members, and;

WHEREAS, on August 31, 2016, the Lakefront Water Safety Task Group met for the first time and has met once a month since their creation.

WHEREAS, on August 31, 2016, the Lakefront Water Safety Task Group accepted the following mission statement:

1. Review the report of similar committee that was completed in March 2009.
2. Study the water rescue events that have occurred since the recommendations of the last report were implemented.
3. Investigate new and additional safety measures for both the North and South swimming beaches and pedestrian access of the North and South piers on the Sheboygan lakefront and river.
4. Formulate a report with both short and long term recommendations to the Public Works Committee, Board of Marina, Parks, and Forestry, and the Common Council that would reduce the potential for water-related loss of lives and the near drowning of our citizens and visitors.

WHEREAS, the Lakefront Water Safety Task Group Report includes the above mentioned mission as well as specific recommendations to help make our lakefront safer.

WHEREAS, at the March 22, 2017 meeting the Lakefront Water Safety Task Group approved the attached report.

Pub Wks.

RESOLVED: That the City of Sheboygan does hereby adopt the Lakefront Water Safety Task Group report and implement as many as the recommendations and the budget finds feasible; and

_____

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: The requested Lakefront Water Safety Task Group Report from Common Council.

REPORT PREPARED BY: Janet M Duellman, Community Development Planner
Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: March 29, 2017 **MEETING DATE:** April 5, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
In July of 2016, Mayor Vandersteen and Alderperson Lewandoske submitted a memo to the Board of Marina, Parks and Forestry requesting the formation of the Lakefront Water Safety Task Group. The Board of Marina, Parks and Forestry submitted a mission statement and a list of members to Common Council which was adopted on August 15, 2016.

The Lakefront Water Safety Task Group was tasked with reviewing our current Lakefront safety measures and suggesting new or updated equipment/procedures that could help improve the safety at our Lakefront. With the mission statement in mind the Task Group has met once a month since August 31, 2016 and has approved the attached report and its recommendations.

STAFF COMMENTS:
It is the recommendation of Public Work staff to approve the Lakefront Water Safety Task Group Report and resolution.

ACTION REQUESTED:
Motion to recommend the Common Council refer to the Public Works Committee for approval of the Lakefront Water Safety Task Group Report and recommendations.

ATTACHMENTS:
I. Lakefront Water Safety Task Group Report

City of Sheboygan
spirit on the lake.

Lakefront Water Safety Task Group Report

April 2017

Lakefront Water Safety Task Group Members*:

Alderperson John Belanger, Chair of Public Works Committee
Mike Froh, Chair of Board of Marina, Parks and Forestry
Joe Kerlin, Superintendent of Parks and Forestry
Deputy Chief Charles Butler, Sheboygan Fire Department
Officer Jeff Mares, Sheboygan Police Department
Jason Dwyer, US Coast Guard
Steve Steinhardt, Sheboygan County Sheriff's Department
Attorney Charles Adams, Sheboygan City Attorney
Chad Pelishek, Planning and Development Director
Karen Davis, Community Recreation Department
Robert Stanick, Army Corp of Engineers
Matt Bauer, Harbor Center Marina
Matt Wirzbach, Representative from SEAS
Larry Williams, Citizen Member
Scott Hanson, Citizen Member
Alderperson Scott Lewandoske, Citizen Member/ Alderperson

**The Lakefront Water Safety Task Group provides a broad base of knowledge with collective experience in water rescue, swimming and life guard training, surfing, local weather, wave and current patterns, and emergency incident response.*

Introduction

On August 15, 2016, the City of Sheboygan Common Council established the Lakefront Water Safety Task Group. The mission of the group was to:

- Review the report of similar committee that was completed in March 2009.
- Study the water rescue events that have occurred since the recommendations of the last report were implemented.
- Investigate new and additional safety measures for both the North and South swimming beaches and pedestrian access of the North and South piers on the Sheboygan lakefront and river.
- Formulate a report with both short and long term recommendations to the Public Works Committee, Board of Marina, Parks, and Forestry, and the Common Council that would reduce the potential for water-related loss of lives and the near drowning of our citizens and visitors.

With the above mention mission statement in mind, the Task Group has met regularly since August 31, 2016 to develop a plan to enhance safety on our water front. This report outlines their recommendations.

Background

In 2008, after a tragic year on our water front, the City of Sheboygan Common Council created a committee known as the Water Safety Task Force. This committee was tasked with reviewing the incidents that had occurred in 2008 and to provide recommendations as to how to make our water front safer. Their report was submitted to the Common Council in March of 2009. Since that time the majority of the recommendations have been implemented which have been noted within this report.

The 2008 Person in Water (PIW) table was provided by the US Coast Guard Station, Sheboygan. This table represents the number of incidents that occurred during the 2008 water front season and was the basis of the 2008 report.

Date	# PIW	M/F/Child	Location	Weather	Wind	Waves	Saved/ Lost
6/26/2008	1	CHILD	KINGS BEACH	SUNNY, HOT, WATER TEMP 68	10-15 KTS	2 FT	LOST
8/5/2008	1	CHILD	SHEBOYGAN HARBOR	SUNNY, HOT, WATER TEMP 72	10 KTS	1 FT	SAVED
8/8/2008	1	CHILD	KINGS BEACH	SUNNY, HOT, WATER TEMP 72	5 KTS	2 FT	SAVED
8/9/2008	1	MALE	NORTH BREAK WALL	SUNNY, HOT, WATER TEMP 72	13 KTS	2 FT	SAVED
8/10/2008	1	MALE	DELAND BEACH	SUNNY, HOT, WATER TEMP 72	12 KTS	1-2 FT	SAVED
8/10/2008	1	CHILD	DELAND BEACH	CLEAR, WATER TEMP 70	15-20 KTS	4-6 FT	LOST
8/10/2008	2	CHILDREN	DELAND BEACH	WATER TEMP 70	10-15 KTS	2-4 FT	SAVED
8/26/2008	1	MALE	NORTH POINT	SUNNY, CLEAR, WATER TEMP 70	15 KTS	4 FT	SAVED
9/14/2008	1	MALE	KINGS BEACH	SUNNY, CLEAR, WATER TEMP 70	5-10 KTS	2-3 FT	SAVED

Once again water front safety became a predominant issue after multiple people were swept off South Pier in July 2016. These tragic events lead to the creation of the Lakefront Water Safety Task Group in hopes that this committee will be able to address the current concerns and make our water front even safer. Below are the incidents from 2009 -2016. This table was created from data provided from the US Coast Guard –Sheboygan, Sheboygan County Dive Team, Sheboygan Police Department, and Great Lakes Surf Rescue Project (www.glsrp.org/statistics). *Due to system upgrades some of the incidents may not be accounted for.*

Date	# PIW	M/F/Child	Location	Saved/ Lost
4/27/2009	1		SHEBOYGAN HARBOR	LOST
6/26/2010	3		SHEBOYGAN HARBOR	1-LOST 2-SAVED
7/26/2010	1	MALE	POWER PLANT	LOST
6/29/2011	1	MALE		LOST
8/10/2012	3	1-FEMALE 2-MALES	NORTH BREAK WALL	2-LOST 1-SAVED
9/2/2012	2	1-CHILD 1-MALE	DELAND BEACH	1-LOST 1-SAVED
7/15/2013	1	MALE	BLUE HARBOR	LOST
7/11/2016	1	CHILD	KINGS BEACH	SAVED
7/17/2016	3	MALES	SOUTH BREAK WALL	2-LOST 1-SAVED
7/17/2016	2	MALES	SOUTH BREAK WALL	2-SAVED

Part of the 2016 Task Group's mission was to review the 2009 report and it was found that both the 2008 and 2016 committees agree on the issues at hand and possible solutions. However, the 2016 Task Group did make a few other

suggestions which are noted after each of the 2008 recommendations. To make the report easier to follow, all of the 2008 report is in blue and the 2016 committee report is in black.

From 2008 Committee:

1. Lake Michigan is a wondrous natural feature that attracts residents and a variety of recreational users. The City of Sheboygan has invested in venues to enhance the use of the lake, with the use comes inherent risks. It is the goal of the Task Force to develop strategies to reduce the risks of water front drowning.
2. The degree of drowning hazard varies with weather conditions and locations. The biggest problem exists when warm temperatures bring people to swim and the prevailing wind and hydrographic of the beach and pier structures combine to create RIP currents.
3. The most significant RIP currents for swimmers exist in the area of the power plant and North Pier.
4. There are a number of local resources that provide first response for water emergencies (U.S. Coast Guard, Police Department, Fire Department and Sheriff's Department), and other resources available for extended search/recovery. It is the role of the Task Force to recommend strategies that best interface with the professional services.
5. Lack of specific site location information delays water front emergency responses.
6. Barriers and legal restrictions would have minimal effect because of difficulty implementing and enforcing them; and they may conflict with recreational users who are generally competent in the local waters.
7. Regulations may be useful to enhance and reinforce informational programs.
8. There are existing venues that can be utilized to enhance lakefront safety training for youth.
9. A signification public awareness campaign is needed to draw attention to Sheboygan's Lakefront hazards (multi-media).
10. A real time warning/education system should be established at the beach front (flag system, information signs, etc.).
11. An on-site emergency communication system should be established (call boxes, etc).
12. An enhancement/modernization of the life-rings program should be considered.
13. A traditional family swimming area, with life guards watching over a defined beach area, would not address the most critical safety issues.

14. It has become apparent that with increasing Lake Michigan water levels our piers are more susceptible to having waves wash over them. Because many of our visitors and residents are not familiar with the danger of being washed off our piers more care needs to be taken to educate and warn them of this hazardous situation.
15. After review of the incidents from 2009-2016, it would appear that the implemented recommendations from 2008, such as; life rings, rip current signs, emergency phones, and public education have made a difference.

Based on these assumptions the Task Force developed the following work elements:

- Develop a public educational program including annual awareness campaigns and use existing venues to educate.

- Develop a waterfront warning system including risk information and a real time warning/information system.

- Develop an incident system providing communication with emergency responders and availability of life saving devices.

- Enhance regulations to support risk reduction efforts.

Public Education Program

From 2008 Committee:

It is apparent that hot weather and inviting waves have occasionally attracted individuals to a hazard they may not be aware of. Task Force members have expressed concern that life style and demographic changes have resulted in fewer residents with knowledge of RIP currents, therefore public education is a key to reducing drowning risks.

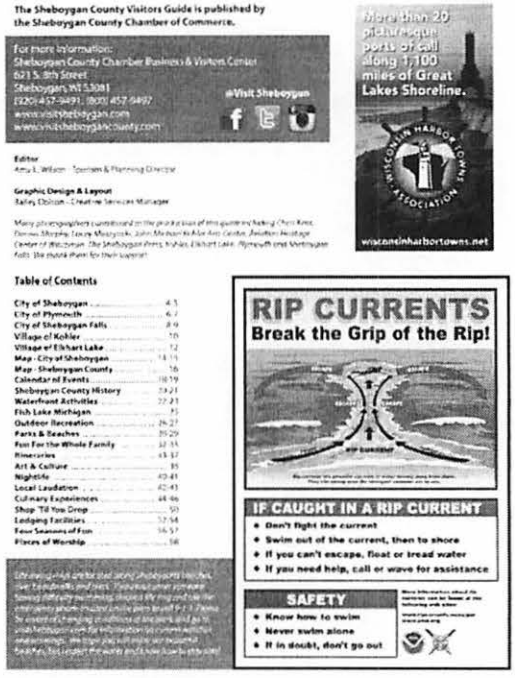
Awareness can be enhanced by providing general information to the public and by providing a targeted training for youth. The local Coast Guard station issues regular press announcements about water safety. It is intended that drowning concerns will be highlighted. The City Park Division will have a similar opportunity when announcing the beginning of the beach and swimming season. The safety recommendations in this report also increase public awareness. In addition there are opportunities for short public service announcements if the materials are developed.

Recent experience indicates that the most at risk groups are teens and young adults. A targeted program for youth is therefore a high priority. A number of venues exist to reach the youth; examples include school safety training, scouts, clubs, swimming lessons, etc. The desired audience is in place in these organizations. In addition utilizing long standing youth programs may help develop a training effort with longevity. Developing clear training materials that can be easily used by program leaders is a strategy to encourage existing youth programs to incorporate waterfront specific safety instruction into their activities.

Developing the education program will be the primary focus of the Task Force in upcoming months. Members of the Task Force have been discussing the opportunities with a media company. It is anticipated that a program can be developed using some material that already exists. A long shelf life will be important.

2008 Recommendation: Develop safety training program and professional support materials that can be utilized by organizations throughout the City. COMPLETED: DVDs and pamphlets were created.

The 2016 Task Group has been working with a media company to create three videos. These videos are being created with different time lengths to be used for different purposes, such as; hotels, schools and other events. The Task Group has already spoken to the hotels in the area and they are willing to show the videos on their information channel for our visitors. Also the Task Group has placed a RIP current ad in the 2017 Sheboygan County Visitors guide and the Recreation Department will continue to place these ads in their quarterly mailing.



2016 Recommendation: Continue Public Education through videos and ads.

Warning

From 2008 Committee:

REAL TIME ADVISORY: One of the major factors in Sheboygan water front risk is the occurrence of RIP currents. They occur under specific weather conditions. A real time advisory would directly address the risks.

A traditional means of providing information in warm weather coastal communities has been a flag system. At one time the Coast Guard provided a similar system for boaters. The system is labor intensive and requires public education. Keeping all informed about the flag system in a community with a very limited beach season may not be productive.

A practical alternative would be an informative sign. Options range from a single warning sign similar to those used at DNR stations indicating fire risk, to a LED variable message board. There are several advantages to a variable message board.

1. An LED sign would directly display warning and be very apparent making warnings more noticeable,

2. A message center at Deland Park would reach more individuals than a notice at the water, helping to provide general education about the risk of RIP currents,

3. The message board would have uses when there is not a risk or during the off season. Example of messages:

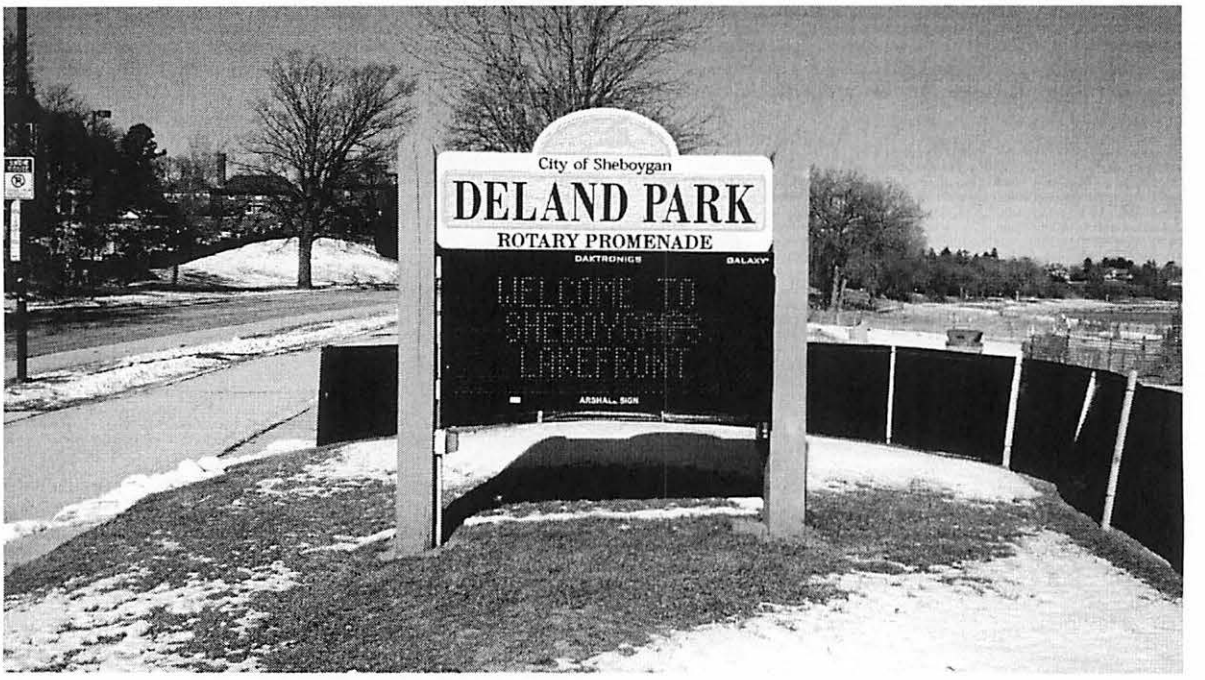
WARNING RIP CURRENT	BEACH CLOSED BACTERIA
SEASONS GREETINGS	FIREWORKS JULY 4TH 9 PM

4. A modern LED sign is operated by computer and can be accessed through an online network.

It is anticipated a variable message sign would be designed to provide a simple message. No multicolor graphics. The sign would be located along Broughton Dr. or on the west side of the Deland Community Center. The estimated cost is $30,000. Installation of an LED sign in Deland Park would require a special use permit through the City's zoning process.

The provision of safety advisories and warnings includes the responsibility that the messages are accurate and consistent. The Coast Guard has indicated that sufficient weather data is available to determine when a warning may be needed.

2008 Recommendation: Install a variable message sign in Deland Park to provided RIP current warning. COMPLETED

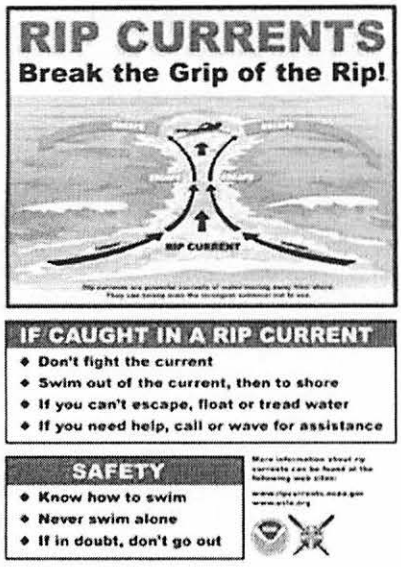


The 2016 Task Group discussed the addition of a flag system and/or flip-down signs to the lake front. They agree with the 2008 Task Force that these systems are labor intensive and keeping the public educated on the systems with the limited beach season is not feasible.

2016 Recommendation: Continue to use the message sign in Deland Park to provide RIP current warnings.

From 2008 Committee:
WARNING SIGNS: There are standard RIP current warning signs available. The Task Force is recommending the placement of the signs indicated below. One provides some basic information regarding RIP currents and would be installed in English and Spanish. The other is a more graphic warning sign. The sign can be produced by the Sheboygan Public Works Department.

Source: www.ripcurrents.noaa.gov



Source: Hawaiian Lifeguard Association

The new warning signs need to be coordinated with the existing signage along the water front. Care needs to be taken to avoid sign clutter and the appearance of over regulation. Where possible, sign kiosks can be used for multiple messages. Sign location will be determined in the field.

2008 Recommendation: Install RIP current warning signs along the water front. COMPLETED

The Army Corp of Engineers brought to the attention of the 2016 Task Group that they had new warning signage that they would like communities to consider installing on their piers. The Task Group reviewed the signage and felt it was important to have the new signage installed. The Department of Public Works is able to make and install the signs at the beginning of the piers.

2016 Recommendation: Installation of new warning signs on piers (COMPLETED) and additional RIP current warning signs along the lake front. Also painting of the ladders along the piers for better visibility from the water.

SOCIAL MEDIA: A new element that the 2016 Task Group added to this report is social media. As social media has evolved over the past few years, many City Departments are taking advantage of different programs, such as; Nixle, Facebook, Nextdoor, city website, and Twitter to notify the public of public service announcements as it relates to city business.

With the public having easy access to these programs via cell phones or computers the Task Group decided to start notifying the public of lakefront warnings on social media hoping to be able to reach more people. Also a banner was placed on the home page of the City of Sheboygan website for people to check if there are any warnings issued from NOAA about RIP currents, structural RIP currents, gale warnings, or small craft advisories.

2016 Recommendation: Continue to use Nixle, Facebook, Nextdoor, Twitter, and website for notification of pier use warnings and hazardous conditions.
See sample notifications next page.

Notification on Nixle

Sheboygan Police Department

Tuesday January 10th, 2017 :: 05:24 p.m. CST

Dangerous conditions on piers during winter season, put off a walk on the pier until the warmer months

Message Expired

Sometimes the piers become dangerous due to high wind and wave activity. We'd ask the public to remember that the piers are dangerous all winter due to the slippery conditions caused by ice. It's best to enjoy a walk out on the pier during the warmer months. You can still safely appreciate the view from the shoreline.

Address/Location
Sheboygan Police Department
1315 N 23rd St
Sheboygan, WI 53081

Contact
Emergency: 9-1-1
Non-emergencies: 920-459-3333

Notification on Sheboygan Police Department Facebook

Sheboygan Police Department shared a link
January 12 at 5:00am

Both North and South Pier are now open

North and South Pier were closed on 1/10/2017, due to high winds and dangerous conditions. On 1/12/2017 both piers were reopened.

HTTPS://LOCAL.NIXLE.COM/ALERT/5823388/

Like Comment Share

Notification on Nextdoor

North and South Piers are Closed

Sheboygan Police Department from City of Sheboygan · 11 Nov

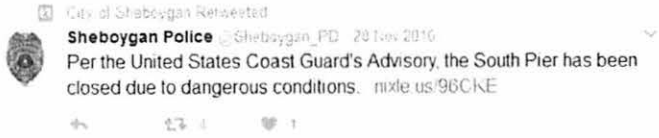
Per the United States Coast Guard's Advisory, the North and South Piers have been closed. Please, adhere to the advisory and do not go out on the piers.

Shared with City of Sheboygan in Crime & Safety

THANK 8 REPLY

Elizabeth, Penny, Betty, and 5 others thanked Sheboygan

Notification on City of Sheboygan's Twitter Page



Website Banner on City of Sheboygan's Home Page

Emergency Response

From 2008 Committee:

COMMUNICATION: Rapid response is critical in a potential drowning incident. Both north and south piers are distant from communication systems. In addition, the Police Department has indicated that identifying the location of a water front problem can be difficult when responding to a cell phone call.

There are several manufacturers of emergency call boxes. The most task focused would be a cell phone programmed to dial a single emergency number upon pressing a button. The box can be labeled in order for a caller to identify location. A solar powered unit would provide the most flexibility regarding location. A device is estimated to cost $5,000.

Potential locations for emergency call boxes are indicated on the map on the following page. The Task Force identified criteria for the placement of the boxes:

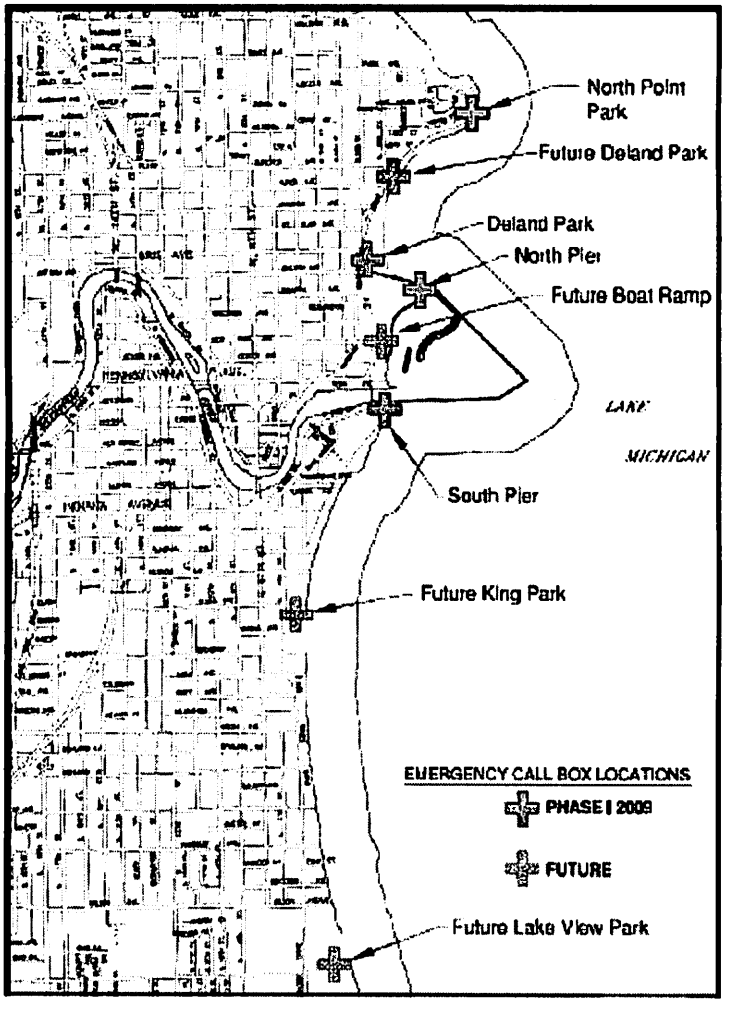
1. Reasonable proximity to the identified problem areas,

2. At locations where potential users will routinely pass and identify and note their function and,

3. At locations where communication alternatives are not generally available because the location is remote from businesses, public facilities, and boater activity.

The Task Force has identified four critical locations. Additional sites are not recommended at this time as issues regarding vandalism, misuse and the ability of the equipment to weather a Lake Michigan winter are uncertain. The potential for false alarms is a concern. Should the installation be deeming successful additional locations can be considered.

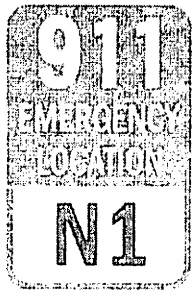
2008 Recommendation: Install emergency call boxes (4 total) at North Point, South Pier, North Pier and at primary pedestrian entrance to Deland Park near Broughton Dr. COMPLETED w/ an additional emergency call box installed at King Park.



2016 Recommendation: No additional call boxes are being recommended at this time.

EMERGENCY LOCATION SIGNS: The emergency personnel of the 2016 Task Group expressed concern about the number of people using cell phones to call 911 and the inability of the caller to tell dispatch where they are. This causes precious time to be lost while the emergency personnel and dispatch try to locate where the incident is occurring. With this in mind, the emergency personnel along with dispatch created a map that would help dispatch notify Sheboygan Police Department, Sheboygan Fire Department, US Coast Guard, and Sheboygan County Dive Team where an incident is occurring. This map identifies areas with a numbering system that will be displayed by either a physical sign or stenciled numbers which dispatch will be able to ask the caller for the number on a sign or the stenciled number on the jetty. The emergency location number will be passed on to emergency personnel so they will be able to respond to correct location faster.

Example of Emergency Location Sign



Once the emergency location map is created, the emergency personnel discussed creating routes to access each emergency location. This next step is important due-to-the-fact that not all locations are accessible by road. By creating a direct route to the location will help the emergency personnel respond to the person needing assistance faster.

The Task Group did have some concerns over the maps, signs, and stenciling. The first concern was the number of signs, they were afraid that it would cause sign clutter so they settled on placing emergency location signs on the existing sign kiosk and stenciling numbers on the jetties. And for the emergency location that didn't have a sign kiosk or jetty by them, they will be used for emergency personnel routes. Which lead to the next concern of who is going to make sure that the stenciling was going to be maintained? The Task Group talked about finding volunteer group(s) to

maintain the stenciling. And they felt pretty confident that between Eagle Scouts, area high schools, and other organizations they would be able to find volunteers to maintain the stenciling.

2016 Recommendation: Emergency personnel continue to work on creating an emergency location numbering system that works for all entities. After the numbering system is created emergency personnel shall create routes to the emergency locations to help improve response time.

See emergency location map next page

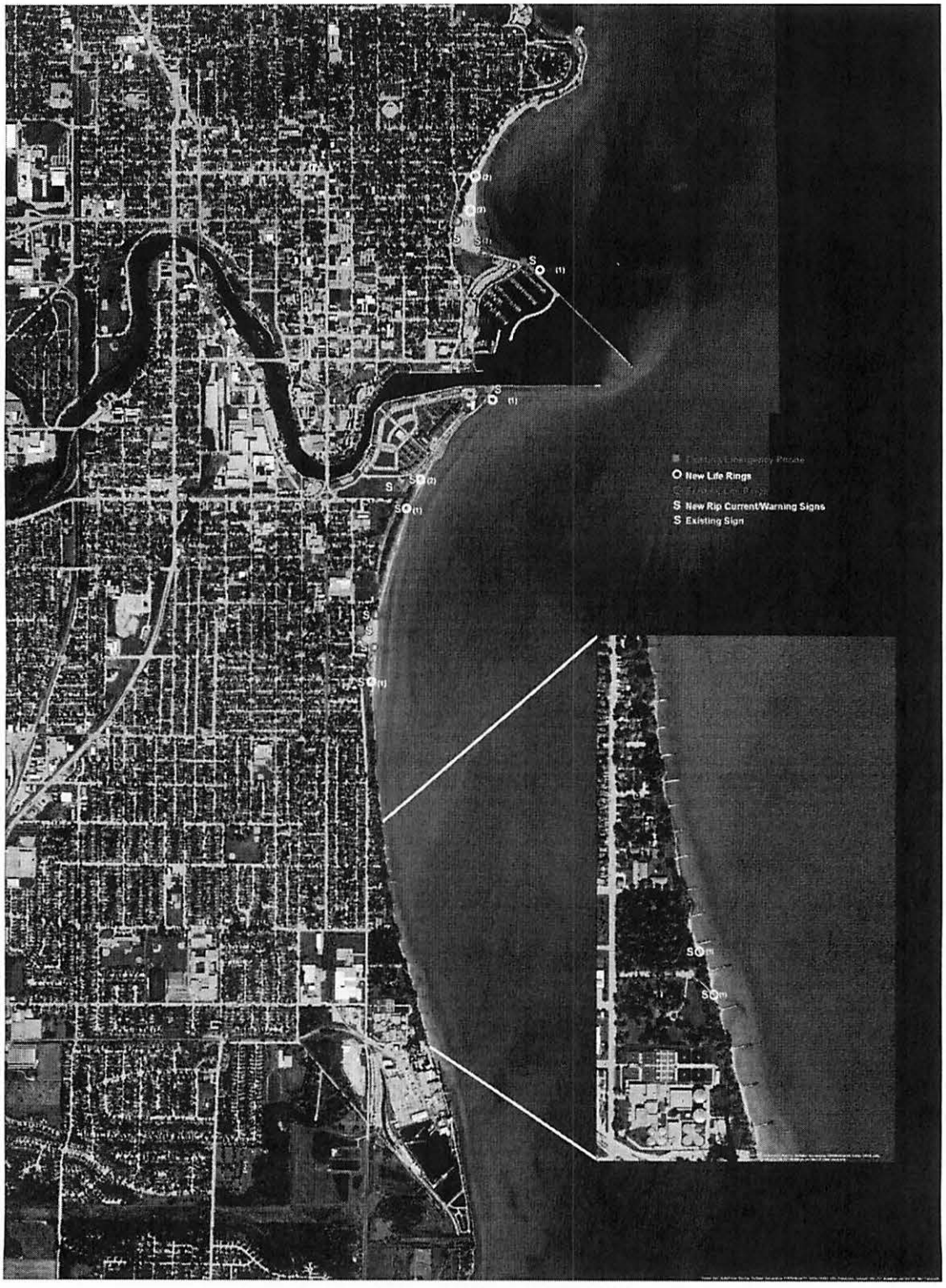

LEGEND
Signs Posted
Stenciled on Jetty
No sign or stenciling
-Emergency personnel use only
N1
Q1
Q2
Q3
N2
N3
N4
N5
N6
N7
N8
N9
N10
N11
N12
N13
N14
N15
N16
N17
NP18
NP19
NP20
Y23
Y25
Y24
NP21
NP22
SP28
SP27
SP26
S29
S30
S31
S32
S33
S34
S35
S36
S37
S38
S39
S40
S41
S42
S43
S44
S45
S46
S47
S48
S49
S50
S51

From 2008 Committee:
UPDATE LIFE RINGS: The City has received a petition from citizens asking for additional life rings. The existing life rings have been provided for years by the Sheboygan Area Great Lakes Sports Fishermen, which purchased the rings, constructed cabinets and donated the equipment to the City for installation. Approximately 45 rings are in place along the lakefront and Sheboygan River. The Task Force wishes to express appreciation to the organization for their efforts.

Adding life saving rings is a relative low cost safety measure. In addition the Task Force suggests that the new rings be purchased with cabinets that are consistent with the design of the improvements along the river and marina area. Significant cost has been incurred by the City to develop walkways with high visibility railings and decorative lighting. Cabinets are available that would be consistent with the design. The existing cedar cabinet will be moved to a more remote location along with the water front. Cabinets complete with life rings are estimated to cost $250.00/each.

2008 Recommendation: Purchase and install up to 40 new life rings along the water front. COMPLETED

2016 Recommendation: Install additional life rings and continue to monitor existing life rings. Also to replace aging life rings as needed.
See life ring map of Lake Michigan coast page 18 and the life ring map of the Sheboygan River on page 19.


New Life Rings
New Rip Current/Warning Signs
Existing Sign

Enhanced Regulation

From 2008 Committee:

PROTECTION OF SAFETY DEVICES: During discussion of the need for warning and safety devices there was uncertainty how the existing devices are protected from vandalism and misuse. After review of the issue with the City Attorney, he recommended the following ordinance be adopted:

> "Lifesaving Equipment. No person shall make or create a false alarm concerning the saving of life along the beaches, boardwalks, public walkways or piers within the City, or remove, use or tamper with any lifesaving station equipment, lifesaving rings, lifesaving station equipment boxes, or communication system provided therefore for public use, except in case of emergency."

This language would be added as Section 70-221 of the Municipal Code, which would be part of Article VII, Offenses Against Public Safety, of Chapter 70, Offenses and Miscellaneous Provisions. The penalty section of Chapter 70 is contained in Section 70-5, entitled "Penalties for certain enumerated sections of this chapter". Section 70-5 will also need to be amended as part of any ordinance creating the new Lifesaving Equipment section so as to establish the specific penalty for violation. It is recommended establishing the penalty at not less than $50 nor more than $250.

This would make the penalty for this violation consistent with the general unlawful damage to property ordinance.

2008 Recommendation: Adoption of the above reference ordinance. NOT COMPLETED

2016 Recommendation: Not to proceed with adoption of ordinance due to enforcement issues.

From 2008 Committee:
SWIMMING FROM PIERS: The Task Force also discussed the high risk of entering the water off the extended piers that form the harbor. These structures are routinely used for walking along the water, fishing, access for surfers and on some occasions swimming. The rock structure is difficult to traverse and can be a barrier to exit the water. Under certain weather conditions RIP currents along the North pier can be extremely hazardous.

In general municipal jurisdiction extended 1700 feet into the lake. The piers are under the jurisdiction of the U.S. Army Corp. of Engineers and they are not currently posted. Agreement with the Army Corp. would be required to establish the ability to restrict the use of the piers. The City by lease agreement does have the authority to regulate recreational uses of the pier area that was modified for the construction of the Marina.

Although the Task Force discussed the benefits of restricting swimming from the pier, no regulation is recommended because of enforcement difficulty, the potential conflict with access for surfing, and the jurisdiction issues.

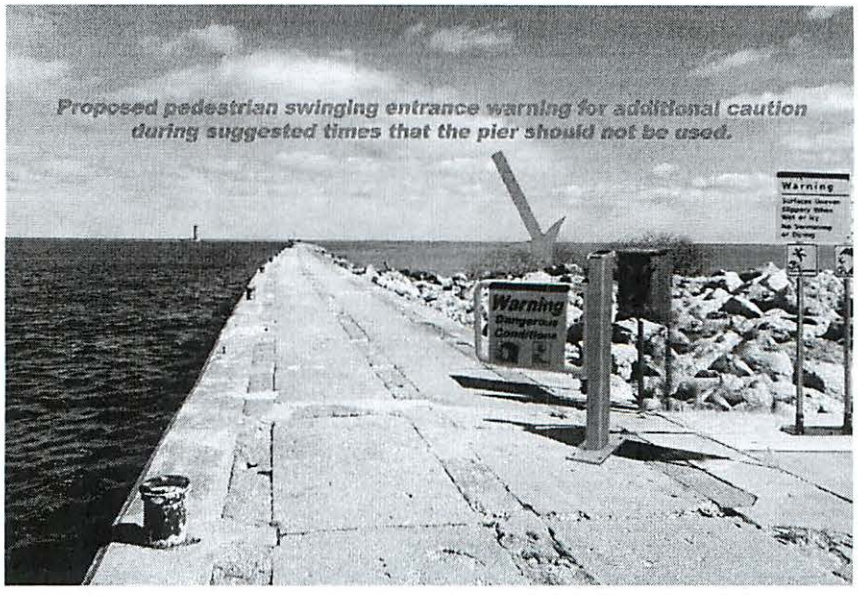
The 2016 Task Group also discussed the posting of "no swimming from piers" signs and agreed with the conclusion of the 2009 report, that enforcement is difficult along with jurisdiction issues.

CLOSING OF PIERS DISCUSSION: The 2016 Task Group discussed in great length the closing of the piers. The same issues apply to the pier closings as with the posting of no swimming from piers signs. Whose jurisdiction is it? And can we legally close the piers permanently or as needed? As discussions continued, the committee decided that this is not a matter that can be decided by this Task Group. That due to jurisdiction and legal ramifications it needed to be discussed by City Management.

At the City Management's meeting, they agreed to install swinging entrance warnings at each pier that will have a sign on it that reads "Warning Dangerous Conditions". Also at that meeting the following procedure was created:

1. US Coast Guard will notify Dispatch of the Dangerous Conditions
2. Dispatch will alert the Sheboygan Police Department of the Dangerous Conditions.
3. Sheboygan Police Department will close the swinging entrance warnings and send notice out on Nixle, Nextdoor, Twitter, and Facebook.
4. US Coast Guard will notify Dispatch when the Dangerous Conditions have passed.
5. Dispatch will notify the Sheboygan Police Department of the all clear.
6. Sheboygan Police Department to open swinging entrance warnings and send notice out on Nixle, Nextdoor, Twitter and Facebook.

2016 Recommendation: Proceed with the procedure and swinging entrance warnings that City Management has agreed to.



A final recommendation from the 2016 Task Group is: That the Lakefront Water Safety Task Group continues to meet on a quarterly basis to continue to monitor our lakefront safety and address any issues that may arise.

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. April 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract(s) for the purchase of a replacement sewer televising & inspection truck for the Department of Public Works.

WHEREAS: The Department of Public Works is dedicated to the maintenance and upkeep of the City's sanitary sewer network and utilizes a system whereby sewer mains are regularly inspected and televised using specialized equipment with the current equipment dating back to 2001 and;

WHEREAS: In an effort to keep pace with newer technology and assure that the physical equipment is kept in good operating condition, the Public Works Department included necessary funding for replacement in its 2017 Capital Improvements Budget for the purchase of a new vehicle, equipment and software. The truck, equipment and software will come from three vendors and together combine to create a cohesive package. The City will be accessing State of WI and State of MN contracts for the purchases thereby alleviating the need for Competitive bidding and:

WHEREAS: The Sewer Televising Truck will be purchased from Badger Ford utilizing the State of WI contract, The televising hardware will be purchased from Aries Equipment in Waukesha through Flexible Pipe Tool Inc. and the software package will be purchased through Envirotech Equipment of Lannon WI using the State of MN contract. Once the new truck is received, the current 2001 Model truck and equipment will be sold at auction.

P.W.

RESOLVED: That the Purchasing Agent is authorized to enter into contract for the purchase of the following:

2017 Ford 16 foot Box Truck, Badger Ford, Milwaukee $ 36,724.50
Aries Ind.Equipment, Flexible Pipe Tool, St Joseph, MN, $ 151,948.00
IT Pipes Software Package, Envirotech, Lannon, WI, $11,200.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on the Waste Water Fund Account #60134110-649200 in the amount of $ 199,872.50 in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. ____ - 16 - 17. By WHOLE. April 5, 2017.

Your Committee to whom was referred R. O. 258-16-17 by the City Clerk submitting a communication from the Sheboygan Professional Firefighters International Association of Firefighters Local 483 regarding working with the Sheboygan Fire Department management (staff) to create a plan that addresses the staffing concerns shared by the union, staff and Council; recommends that the document be accepted and placed on file.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.11

R. O. No. 258- 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from the Sheboygan Professional Firefighters International Association of Firefighters Local 483 regarding working with the Sheboygan Fire Department management (staff) to create a plan that addresses the staffing concerns shared by the union, staff and Council.

Whole
Acc. File

City Clerk

Sheboygan Professional Firefighters

International Association of Firefighters Local 483 A.F.L.-C.I.O-C.L.C

MAR 14 '17 PM 1:46

Dear Council and Mayor Vandersteen,

Sheboygan Fire Fighters Local 483 (union) was tasked in December of 2016 to work with the Sheboygan Fire Department management (staff) to create a plan that addresses the staffing concerns shared by the union, staff and council. Namely, increasing daily staffing to both the Ladder companies at station(s) four and five from the current two personnel to three personnel a day. Along with that particular staffing concern, was an understanding that we must address the fact that staff currently work a 'hybrid schedule.' This 'hybrid schedule,' leaves the city short-staffed during weekends, holidays and the vacation periods of Battalion Chiefs.

The last time the union addressed council we reported that our communication and meetings with the staff had been going well. Unfortunately, we have reached an impasse and seem unlikely to break through with a mutually agreed upon solution to address short-term concerns without the assistance of an intermediary.

The union and staff agree on many topics regarding the state of our department and both sides have valid concerns and beliefs in how to address them. We agree with staff that their plan (Fire 2020) would be likely to succeed, but we do not believe that it is necessary at this time, or that it is likely to gain support from a council facing limited monetary resources, to drastically increase the overall budget of the fire department by hiring additional administrative staff in 2018. Furthermore, we believe that moving forward through the next few years that the city's attention and resources should be focused on increasing our daily minimum staffing until all fire companies have a minimum of three firefighters per day. By focusing on firefighters we will improve response capabilities, increase safety and decrease fire-loss.

The chief has sent a response to our plan to council without most council members being aware of what is in the union's offer. In that response, the Chief described a few previously attempted systems that had gone awry. The Chief also challenged our plan as being unworkable and not able to be implemented because of its similarity to previous attempts to rectify the Battalion Chief schedule. Unfortunately, the plan the chief states that we made, that was discussed between he and his staff, is in fact not what was offered as a remedy to the Battalion Chief schedule.

P.O. Box 1436 • Sheboygan, WI 53082-1436

Sheboygan Professional Firefighters

International Association of Firefighters Local 483 A.F.L.-C.I.O-C.L.C

We also dispute that the system we offer has significant similarity to other previously attempts to rectify the Battalion Chief schedule for one main reason: Work load. We are offering to support administrative functions by taking time-consuming processes away from management and delegating them to subordinates. Such a system is something that has never before been attempted by the Sheboygan Fire Department, but we feel it would have a high likelihood of success.

We realize that the Chief is the ultimate authority in the inner-workings of the fire department. However, we were tasked by council to establish solutions that are both realistic and effective. We believe we have a solution that delivers on those demands.

Sincerely,

B. Cal Hughes

President, IAFF Local 483

P.O. Box 1436 • Sheboygan, WI 53082-1436

Sheboygan Professional Firefighters

International Association of Firefighters Local 483 A.F.L.-C.I.O-C.L.C

2017-2018 Operational Plan for the Sheboygan Fire Department

Sheboygan Firefighters Local 483

While this plan does not address all of the department's shortfalls, nor does it represent an end to the process of improvement, it establishes a baseline that mitigates the two largest organizational flaws that affect quality customer service and emergency response. The immediate goal of this plan is to develop ideas that would accomplish mitigating these two flaws.

The two flaws are:

1. Station[s] Four and Five routinely respond with only two (2) firefighters per shift.
2. An organizational model that undervalues consistent leadership.

The immediate remedies we propose are:

1. Establishing a minimum daily staffing of 3 firefighters on Ladder(s) four and five
2. Return Battalion Chief's position to a 24 hour schedule
3. Reapportion the workload in administration to be more efficient and effective.

Both issue[s] two (2) and three (3) have a direct correlation to the staffing of the two city ladder companies. We (Local 483) feel that by implementing the ideas that we have developed, the Sheboygan Fire Department (SFD) can not only staff these companies to provide more adequate protection to the neighborhoods they serve, but by utilizing existing personnel, we can make the department more efficient, improve staffing and increase training all while being fiscally responsible.

Proposal:

2017-

The City Council has approved the rehiring three previously unfilled positions, which now brings the daily table of organization to 22 a day. With a maximum of four (4) personnel on leave with vacation/FLSA time on any given day, a daily minimum of 18 line personnel can be established. This would allow both station(s) four and five to be staffed at three (3) personnel. We realize that any more than four (4) personnel on leave would create an overtime cost to the city, but to keep these stations at a minimum of three (3) is crucial to the overall improvement of emergency response . However, with the city unable to currently hire much needed additional firefighters,

P.O. Box 1436 • Sheboygan, WI 53082-1436

the costs of overtime are far less than that of new firefighters with benefits. Some of these costs can be defrayed by immediately placing the battalion chiefs back on a 24 hour schedule. The reduction of line personnel "acting up" will help to reduce the days where overtime may be needed.

The argument against placing the Battalion Chief's on a permanent 24 hour rotation has always been that there are too many clerical items that need their attention, so they need a hybrid system to attend to these issues. To alleviate that issue, we would propose that some of the clerical activities performed by the Battalion Chief's would be meted out to union personnel. Also, we would be willing to let these chiefs into the vacation policy. This will give them the right, by departmental seniority, to pick vacations and be part of the four (4) personnel allowed off per day. This, too, will help offset some of the conceivable overtime days that the establishment of an 18 line personnel minimum staffing per day would cause. We would expect that the chiefs returning to their 24 hour schedule in July would coincide with the hiring of the proposed 40 hour Battalion Chief position.

To adapt with the changes from the current hybrid to not only to account for the duties the Battalion Chief's will need to dispense of, but to also undertake duties that are not being currently attended to by the SFD, we propose the following:

- The three (3) 24-hour Battalion Chiefs would all be trained to a high level of fire inspection/prevention. This allows for continuity of that job amongst the three positions and provides the city with a regular fire inspector/prevention program. It also provides for less confusion in the future when prospective applicants wish to apply for promotion to what job they will be assuming and associated duties with that position unlike the current hybrid system. Applicants will have the ability to better prepare themselves for promotion by gaining education as they work towards promotion. Currently, only one of the Battalion Chiefs is performing this function while on the hybrid schedule and this places pressure on Deputy Chief Butler to fill-in when he is off, which takes away DC Butler from accomplishing his normally assigned duties.
- The duties of maintaining fire stations/apparatus/and purchasing will be given to the newly created 40-hour position. These duties are currently being done by one of the Battalion Chiefs on the hybrid schedule.
- The duties of creating yearly fire training will be turned over to the five existing captains. They will be responsible for creating a training plan and then executing it using department resources and instructors or other means. These duties are currently being done by one of the Battalion Chiefs on the hybrid schedule.

- The department will create three (3) lieutenant positions from the existing table of organization. These would conceivably be three (3) positions on Med 3. These positions would not be additional full-time employees, but a new position filled by existing (promoted) employees. The new lieutenants would be responsible for the Emergency Medical Quality Assurance and Quality Initiative for the Sheboygan Fire Department, and would also be in charge of creating and organizing all EMS training for the department. They will, like the battalion chiefs, all be trained to the same level and be able to provide a continuity of EMS training and work amongst the three different shifts. These lieutenants, although supervised by DC Butler, would have enough autonomy to significantly reduce the workload on DC Butler, freeing up his time to be spent in other areas or on other projects. This would have a cost of roughly $15,000, but this would eliminate the need to hire an additional battalion chief in 2018.

We believe that by instituting these ideas into an operational plan we could begin to move the department in an efficient and productive direction to not only better serve our customers but increase the safety of citizens, visitors and the members of our department.

VI

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. April 5, 2017.

Your Committee to whom was referred R. O. No. 230-16-17 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:

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1141	Frank, Jason J.	2533 N. 15th St., #2

_____ _____

_____ _____

_____ _____

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

Other Matters

7.2

II

R. O. No. 230 - 16 - 17. By CITY CLERK. February 20, 2017.

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

Law & Lic
3/6/17 - grant all lic except hold Lankes, Chavez, Frank
3/20/17 - grant Lankes, hold Chavez & Frank
4/5/17 - deny Chavez, grant Frank

City Clerk

CLASS"A" FERMENTED MALT LICENSE (June 30, 2017)

No.	Name	Address
3243	Sheboygan Harbor Petro	905 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
7996	Bebermeier, Erin B.	2513 Wedemeyer St.
0520	Finstad, Kyle S.	1105 Stonebridge Dr., Howards Grove
0118	Hauch, Gary M.	1106 Longfellow Ave., Howards Grove
1101	Lamkin, Luecenia B.	1314 Virginia Ave.
1105	Magray, Tiffany A.	2338 N. 15th St.
1138	Martin, Michael J.	N7046 Woodside Hills Dr.
9928	Meinnert, Nathan J.	4521 Moenning Rd.
1020	Myer, Kolleen M.	3431 N. 10th St., #332
1079	Polasky, Anna M.	606 St. Clair Ave.
1052	Prust, Carly J.	2711 Columbus Ave.
1046	Ryan, Ashley A.	1704 Saemann Ave.
0510	Sharma, Shobha	916 Mulberry Lane, Kohler
1051	Torres, Sarah M.	N7772 Lakeshore Rd.
1086	Wrensch, Cody J.	912 Delta Ct., Cleveland

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1049	Chavez Jr., Moises	1926 N. 9th St.
1141	Frank, Jason J.	2533 N. 15th St., #2
0987	Ries, Johnathan David	421 New York Ave.
9044	Ringel, Tammy L.	1511 N. 8th St.
9876	Van Sluys, Darrell L.	15 Elmwood Dr.

VII

R. C. No. ____ - 16 - 17. By WHOLE. April 5, 2017.

Your Committee to whom was referred R.C. No. 368-16-17 by Public Works and Res. No. 215-16-17 by Ald. Belanger declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program for various streets; recommends the document be placed on file.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

3.16

R. C. No. 368 - 16 - 17. By PUBLIC WORKS. March 20, 2017.

Your Committee to whom was referred Res. No. 215-16-17 by Ald. Belanger declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program for various streets; recommends that the Resolution be passed.

Whole
File

John Bl
James a. Bo
Bill Gi

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

Other Matters

9.3

III

Res. No. 215 - 16 - 17. By Alderperson Belanger. March 6, 2017.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program:

S. 9th Street from High Avenue to Georgia Avenue
N. 10th Street from Superior Avenue to Geele Avenue
N. 12th Street from Superior Avenue to Geele Avenue
Ashland Avenue from S. 10th Street to S. 17th Street
Georgia Avenue from S. Business Drive to S. 24th Street
Camelot Boulevard from CTH OK to S. 18th Street
Meadowbrook Court from Camelot Boulevard to the terminus Meadowbrook Court including Meadowbrook Court
S. 22nd Street from Camelot Boulevard to the terminus of Creekside Court including Brookfield Court and Creekside Court
Greenwood Court from Camelot Boulevard to the terminus of Greenwood Court including Greenwood Court

RESOLVED: That the resurfacing on the following streets 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 for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to prepare a report in accordance with 66.60(2) and 66.60(3), Stats., and that such report should 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

Pub Wks approve

BE IT FURTHER RESOLVED: That the expenses so incurred maybe paid in five (5) annual installments under 66.54(7), Stats., with interest thereon at (3.18%) commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five (5%) alternative of 62.15(3), Stats., for the paving aforementioned according to the plans and specifications prepared by the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By STRATEGIC FISCAL PLANNING. April 5, 2017.

Your Committee to whom was referred Res. No. 181-16-17 by Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh eliminating and re-establishing various committees and amending the composition of others; recommends the Resolution be passed.

Rep

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.1

Res. No. 181 - 16 - 17. By Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh. February 6, 2017.

A RESOLUTION eliminating and re-establishing various committees and amending the composition of others.

WHEREAS, the Common Council desires to reduce the number of its committees and instead permit the powers exercised by those committees to be exercised by staff members and members of the public with special expertise at the discretion of the City Administrator.

NOW, THEREFORE, BE IT RESOLVED: That the following committees are hereby eliminated and abolished and the associated authorizing resolutions repealed:

Committee	Authorizing Resolution(s)
Building Use Committee	Subs. of 56-14-15
Emergency Planning and Preparedness Committee	76-15-16 50-16-17
Group Health Insurance and Wellness Committee	368-95-96 377-95-96 261-99-00 195-06-07 115-07-08 146-07-08 (as amended) 156-07-08 25-08-09 187-11-12
Strategic Fiscal Planning Committee	188-89-90 123-93-94 409-94-95 19-04-05

BE IT FURTHER RESOLVED: That the Housing Rehabilitation Committee, which was dissolved via Res. No. 188-11-12, is hereby reinstated as follows:

A. Membership. The Housing Rehabilitation Committee shall consist of the following members, as appointed by the Mayor and approved by the Common Council:

1. One member of the common council appointed for a one-year term; and
2. Four citizen members appointed for one-year terms with various backgrounds in areas such as finance, housing, construction, and low-to-moderate income programs.

Strategic Fiscal Approve

B. Procedures. At its organizational meeting, and annually thereafter, the Housing Rehabilitation Committee shall select a Chairperson. The Commission shall be guided by the Housing Rehabilition Loan Program Guidelines and Procedure Manual, as approved by the Department of Housing and Urban Development (HUD), in the performance of its duties under the housing rehabilitation loan program.

BE IT FURTHER RESOLVED: That Subs. of Res. No. 22-08-09, as amended by Res. No. 54-08-09, establishing a Sustainable Sheboygan Task Force is hereby amended so as to decrease the composition of the Task Force by the elimination of one of two alderperson from the committee, leaving the committee with one alderperson.

BE IT FURTHER RESOLVED: That nothing in this resolution shall prevent the City Administrator from creating teams of employees or persons with special expertise whose role shall be to advise the City Administrator on matters over which the City Administrator may make reports or recommendations to the Mayor or Common Council.

BE IT FURTHER RESOLVED: That this Resolution shall be in effect from and after its passage and as of April 18, 2017.

_____

_____

_____

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By FINANCE. April 5, 2017.

Your Committee to whom was referred Res. No. 222-16-17 by Alderperson Wolf providing for the sale of approximately $5,000,000 General Obligation Promissory Notes, Series 2017A; recommends the Resolution be passed.

Rec

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.1

Res. No. 222 - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $5,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $5,000,000 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 (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation promissory notes in an amount of approximately $5,000,000 should be issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2017A" (the "Notes") in an amount of approximately $5,000,000 for the purpose of paying the cost of the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and

Finance approve.

distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Common Council shall consider taking further action to provide the details of the Notes; to award the Notes to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Notes as the same becomes due as required by law.

Section 6. 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 April _____, 2017. _____, City Clerk

Approved April _____, 2017. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By FINANCE. April 5, 2017.

Your Committee to whom was referred Res. No. 223-16-17 by Alderperson Wolf approving the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC; recommends the Resolution be passed.

Rep

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 223 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION approving the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves the Amended and Restated Contract for Sale of Land for Private Development by and between City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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

Finance approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AMENDED AND RESTATED CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH - NEW JERSEY, LLC

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement"), made this _____ day of March, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Eighth - New Jersey, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 330 East Kilbourn Avenue, Suite 800, Milwaukee, WI 53202;

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer in its sole discretion, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Thirteen Million Five Hundred Thousand and 00/100 Dollars ($13,500,000.00) (hereinafter called "the Project"), in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents; and

WHEREAS, the City and Developer initially executed the original contract on April 8, 2016 and would like to amend and restate the Agreement to adjust the various terms and effective critical path dates of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.
SALE: PURCHASE PRICE

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars ($10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the Deed (as defined below) conveying the Property to the Developer (the "Sale").

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	April 2017
Issuance of Building Permits	May 2017
Start Construction	May 2017
Substantial Completion	July 2018

It is anticipated that the Property will be sold and conveyed as of May 15, 2017.

ARTICLE II.
CONVEYANCE OF PROPERTY

SEC. 201. **Form of Deed**. The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

(a) Rights or claims of parties in possession not shown by the public records;

(b) Easements or claims of easements, not shown by the public records;

(c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

(d) Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.

(e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 204(d) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances. The items referenced in Subsections (a) through (d) above and this Subsection (e) are referred to herein collectively as "Permitted Liens".

Furthermore, both the City and Developer recognize and acknowledge that there may be easements, encumbrances or reservations disclosed in the title insurance commitment with respect to the Property which will be continued, or newly created or reserved in the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s) or encumbrance(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements or encumbrances, prior to the date of closing of the Sale.

SEC. 202. **Time and Place for Delivery of Deed**. The closing of the Sale and conveyance of the Deed referred to herein shall occur on May 1, 2017 (the "Closing Date"), or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the Purchase Price to the City at such time and place.

SEC. 203. **Recording of Deed**. The Developer shall promptly file the Deed for recording among the land records of Sheboygan County. The Developer shall pay all costs for so recording the Deed.

SEC. 204. **Conditions Precedent to Developer's Obligations**. The Developer's obligation to conclude the Sale contemplated herein shall be subject to the Developer's

satisfaction, or waiver thereof, of each of the following conditions on or prior to ten (10) days before the Closing Date:

(a) **Property Acquisition**. Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.

(b) **Financing Contingency**. Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.

(1) City Contribution. Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, at Closing, the City shall pay to Developer a sum not less than Two Million One Hundred Seventy-Five Thousand and 00/100 Dollars ($2,175,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on or before the Closing Date. In order for the Developer to receive these funds, the Developer shall provide financial documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors.

The parties agree that, upon the written request of the Developer, the amount set forth in the preceding paragraph shall be paid to an affiliate entity of Developer, provided, however, that Developer shall at all times remain liable for all obligations relating to the use of such funds.

(2) Evidence of Equity Capital and Bank Mortgage Financing. As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has

the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

(c) **Environmental**. The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude the Sale is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the Closing Date, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Sale.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of

asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Property, Developer may, at Developer's sole discretion,

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale, or

(2) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.

(d) **Title**. The City delivering to Developer, within thirty (30) days after execution of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by the City).

Within twenty (20) days after Developer's receipt of the Title Commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Title Commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Commitment shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is

attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be paid or satisfied by the City or insured over by the Title Company on or prior to the Closing Date.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or disapproved matter, Developer may, within ten (10) days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure:

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) take title to the Property "as-is".

(e) **Survey**. Developer's receipt, of a current survey of the Property (the "Survey") from the City made by a surveyor licensed in the State of Wisconsin.

Within thirty-five (35) days after execution of this Agreement and Developer's review of the Survey, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Survey; in the absence of such notification, the Survey shall be deemed accepted by Developer. In the event Developer disapproves of any matter pertaining to the Survey, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to the Survey shall be extended for a commensurate period.

If such Survey continues to show the existence of any condition that would burden, interfere with or impair

Developer's contemplated development of the Property, as determined by Developer, within Developer's sole discretion, Developer may

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) accept the Property "as-is" despite the existence of such condition on the Survey.

(f) **Governmental Permits, Licenses and Approvals**. Developer obtaining prior to Closing Date, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to use its best efforts and cooperate with Developer in the application for any such permits, licenses and approvals.

(g) **Utility Connections**. Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.

(h) **Soil and Topographic Conditions**. The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this Sale is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the Closing Date, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this Sale is further contingent upon Developer obtaining, at

Developer's sole expense, on or prior to the Closing Date:

(1) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and

(2) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

If the above written confirmation or soil reports show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer in its sole discretion within sixty (60) days after receipt and review of the information relating to the soil and topographic conditions of the Property, Developer may

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) accept the Property "as-is" despite the existence of such condition.

ARTICLE III.
TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction of the Project shall be commenced in any event within three (3) months after the Closing Date of the Sale and, except as otherwise provided in this Agreement, shall be substantially completed within fifteen (15) months after commencement of construction.

ARTICLE IV.
SPECIAL PROVISIONS

SEC. 401. **Minimum Investment**. Developer shall utilize the Property by clearing the site and constructing the Project

and all related improvements, at a minimum investment of Thirteen Million Five Hundred Thousand and 00/100 Dollars ($13,500,000.00) dollars ("Minimum Investment").

Minimum Investment includes all costs for construction of all buildings and other improvements on the Property and leasehold improvements, including, without limitation, all hard costs and expenditures as defined in Exhibit B (Developer's Construction Pro-forma) made or incurred by Developer, its successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Property, or a time period commensurate with the period of delay, as the case may be.

SEC 402. **Guaranteed Property Tax Payment.**

(a) **Guarantee**. The Developer shall guarantee payment of an amount of real estate tax based on the assessed value of the Project as set forth in this section. The parties agree that the assessed value of the Project and related tax liability will be zero, through December 31, 2018. The initial assessed value of the Project shall be set as of January 1, 2019 and will be based on a minimum value of Eleven Million One Hundred Thousand Dollars ($11,100,000). The assessed value of the Project shall be frozen until such time as (i) the amount of money contributed by the City pursuant to Section 204(b)(1) (the "City Contribution") plus (ii) the interest on such City Contribution as calculated in Section 402(b) below, has been repaid through the real estate tax payments made in connection with the Project, except that the assessed value of the Project shall be set based on a minimum valued of Eleven Million Five Hundred Thousand Dollars ($11,500,000) as of January 1, 2024.

In addition, the Developer's guarantee obligations hereunder shall terminate on the date that the total of all real estate tax payments made after the date hereof in connection with the Project total the amount equal to (i) the City Contribution plus (ii) accrued interest on such City Contribution.

(b) **Interest Rate Calculation**. The interest calculation on the not less than Two Million One Hundred Seventy-Five Thousand Dollars ($2,175,000) Tax Increment District No. 16 up-front developer incentive will be calculated at 1.5% above the City's General Obligation bond interest rate at the time of the City's borrowing for this Project.

ARTICLE V.
PREPARATION OF PROPERTY FOR DEVELOPMENT

SEC. 501. **City Responsibilities**. The City shall, without expense to the Developer cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement.

SEC. 502. **Developer's Responsibilities**. The Developer shall, without expense to the City:

(a) **Assist City**. Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.

(b) **Conduct Studies**. Prior to the Closing Date of the Sale of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

ARTICLE VI.
RIGHTS OF ACCESS TO PROPERTY

SEC. 601. **Right of Entry for Utility Service**. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

SEC. 602. **Developer Not to Construct Over Utility Easements**. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

SEC. 603. **Access to Property**. Prior to the Sale of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry

out this Agreement. After the Sale of the Property by the City to the Developer, upon advance written request, the Developer shall permit the representatives of the City access to the Property at all reasonable times which the City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

ARTICLE VII.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material

conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

SEC. 702. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

SEC. 703. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 204(b)(2) hereof, are

conditions precedent to the obligations of the Developer to purchase the Property and the City to convey the Property to the Developer pursuant to the Sale.

SEC. 704. **Progress Reports.** Subsequent to the Sale of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make monthly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

ARTICLE VIII.
RESTRICTIONS UPON USE OF PROPERTY

SEC. 801. **Restrictions on Use.** The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

(a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project; and

(b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. **Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any

party in possession or occupancy of the Property or any part thereof.

SEC. 803. **City Rights to Enforce**. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 801. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IX.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 901. **Representations as to Development**. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

(a) the importance of the development of the Property to the general welfare of the community; and

(b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and

rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Improvements as certified by the City in the form of a final Occupancy Certificate for the Project ("Occupancy Certificate"), and without the prior written approval of the City:

(a) there shall be no transfer of ownership interests in the Developer by any party owning ten percent (10%) or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);

(b) nor shall any such owner suffer any such transfer to be made; and

(c) nor shall there be or be suffered to be by the Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means.

With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself and its successors and assigns, that:

(a) Except only by way of security for, and only for,

(1) The purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement; and

(2) Any other purpose or as otherwise authorized by this Agreement, the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to

such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

(3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with

third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

For purposes of clarity, notwithstanding anything contained in this Agreement to the contrary, upon the issuance of a certificate of completion for the Project, the Developer may transfer, assign, sell, or convey the Property or any portion thereof to any person without the consent of the City. It being understood that all restrictions on transfer in Section 902 and 903 above shall terminate upon completion of the Project

SEC. 904. **Information as to Members**. In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

(a) the Developer will promptly notify the City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and

(b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in the Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished to the City immediately prior to the delivery of the Deed to the Developer and as a

condition precedent thereto and annually thereafter on the anniversary of the Closing Date.

ARTICLE X.
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 1001. **Limitation Upon Encumbrance of Property.** Prior to the completion of the Project, as certified by the City in the form of an Occupancy Certificate, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining:

(a) funds only to the extent necessary for construction of the Project; and,

(b) such additional funds, if any, unless requested by Developer and approved by the City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

SEC. 1002. **Mortgagee Not Obligated to Construct.** Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

(a) any other party who thereafter obtains title to the Property or such part from or through such holder; or

(b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;

shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, which has not been cured by Developer within seventy-five(75) days (of receiving notice of such breach or default from the City as set forth in Section 1101 below, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to the continued default or breach by the Developer (or successor in interest) under this Agreement after the cure period set forth in Section 1101 below has expired, the holder of any mortgage on the Property either has, but does not exercise, the option to construct or complete the Project relating to the Property, and

such failure continues for a period of sixty (60) days after the holder has been notified or informed that Developer did not successfully perform the cure of the default or breach within the time allowed under this Agreement or as agreedotherwise by the parties; or undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do; the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

(a) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(b) all expenses with respect to the foreclosure;

(c) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;

(d) the costs of any improvements made by such holder; and,

(e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 1006. **City's Option to Cure Mortgage Default**. In the event of Developer failing to cure a default or breach within the applicable cure period as set forth in Section 1101 below prior to the completion of the Improvements by the

Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement, including but not limited to, the lien of the Developer's mortgage holder.

SEC. 1007. **Mortgage and Holder**. For the purposes of this Agreement the term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

ARTICLE XI.
REMEDIES

SEC. 1101. **In General**. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. **Termination by Developer Prior to Conveyance**. In the event that:

(a) the City does not tender conveyance of the Property, or possession thereof, by Deed as part of the Sale in the manner and condition provided in this Agreement; or

(b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or,

(c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

SEC. 1103. **Termination by City Prior to Conveyance**. In the event that:

(a) prior to conveyance of the Property by Deed as part of the Sale to the Developer and except as otherwise permitted under this Agreement,

(1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or

(2) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or

(b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the

necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or

(c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property pursuant to the Sale as of the Closing Date and prior to completion of the Project as certified by the City in the form of the Occupancy Certificate:

(a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof as set forth in this Agreement) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or

(b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement or approved by the City, or shall suffer any levy or

attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within

(1) ninety (90) days after written demand by the City so to do; or,

(2) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or,

(3) if the Developer is protesting such payment of taxes and/or assessment on the Property in Year 2019 and has posted adequate reserves with the title company;

(c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any revesting of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the

lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages, and further provided that such condition subsequent and all reversionary interests shall terminate upon the completion of the Project. Upon the completion of the Project, the City shall, at Developer's request, provide a written instrument acknowledging the termination of such reversionary interest.

SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests recorded against the Property) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the revesting of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project,

or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1009. **Indemnification.**

(a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified

Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE XII.
MISCELLANEOUS

SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

SEC. 1202. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without

regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

(c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.

(d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.

(e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

SEC. 1203. **Provisions Not Merged with Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the City to the Developer or any successor in interest, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1204. **Titles of Articles and Sections.** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1205. **Successors and Assigns.** This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

SEC. 1206. **Notices and Demands.** A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 330 E. Kilbourn Avenue, Suite 800, Milwaukee, WI 53202, Attn: Scott J. Revolinski; and

(b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

SEC. 1207. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEC. 1208. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

_____
Susan Richards
City Clerk

EIGHTH - NEW JERSEY, LLC

BY: _____
Scott Revolinski,Manager

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

EXHIBIT "A"

Description of Property

Lot 1 of a Certified Survey Map recorded on April 24, 2014, in Volume 26 of Certified Survey Maps, at Page 131, as Document No. 1985250, being all of Lots 1, 2, 10, 11, 12 and part of the vacated East/West Alley in Block 204, Sheboygan Original Plat, according to the Plat thereof, located in the Southwest ¼ of Section 23, Township 15 North, Range 23 East. Said land being in the City of Sheboygan, Sheboygan County, Wisconsin.

Property Address: 812 New Jersey Ave., Sheboygan, WI 53081

EXHIBIT "B"
Hard Costs for Project

LCM Funds, LLC.

Project Economics and Plans

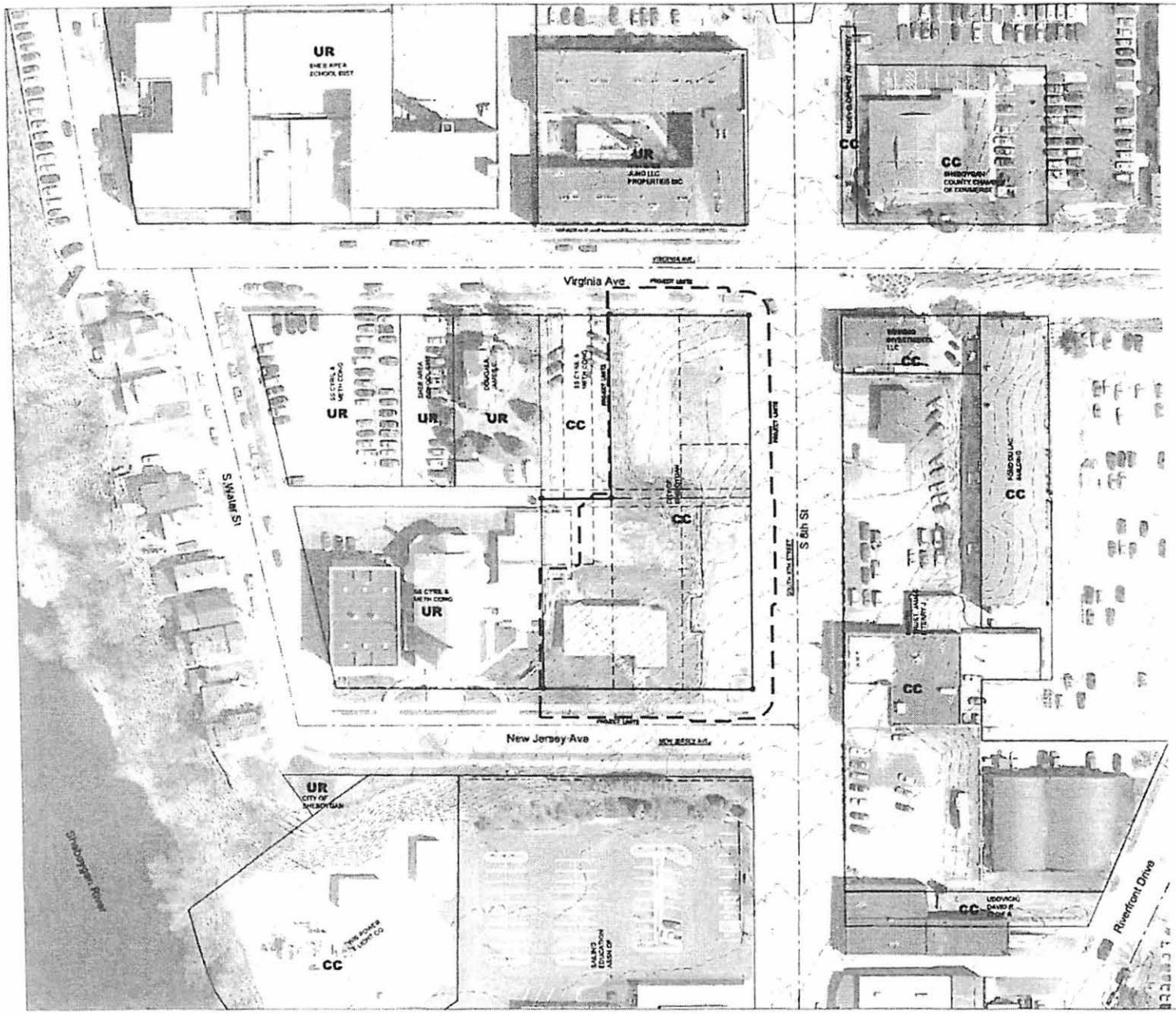
Eighth - New Jersey, LLC

Development and Construction Costs

Cost Item		Pro-Forma
Land and Building	$	10
Sitework, Structure, Shell, Professional, Finishes		13,358,562
Appliances / FFE		310,500
Other Building Costs - Soils		518,750
Architecture, Structural and Civil Engineering Environmental Engineering, Professional, Survey		780,800
Title, Permits, Legal & Accounting, Admin.		66,000
Utilities		30,000
General Liability Insurance		12,000
Appraisal		6,000
Financing Fees		53,000
Construction Interest and Interest During Stabilization		368,000
Other Closing Costs and Contingency		470,000
Total Project Costs	$	15,973,622


KA


KA



KA

BAPLER & ASSOCIATES, INC.

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

BASE ZONING DISTRICT

CC

UR

C100

VIII

R. C. No. ____ - 16 - 17. By FINANCE. April 5, 2017.

Your Committee to whom was referred Res. No. 224-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget for an advance to TID 16 for a parking study; recommends the Resolution be passed.

Rey.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.3

Res. No. 224 - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for an advance to TID 16 for a parking study.

Establish appropriation for an advance of funds to TIF 16 for a parking study. The funds will be repaid with interest.

FROM	TO	AMOUNT
Capital Project Fund Unreserved Fund Balance 101-253000	TID 16 Capital Project Fund Contracted Services 42661100-521900	$30,000

Finance approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. April 5, 2017.

Your Committee to whom was referred Res. No. 230-16-17 by Alderperson Belanger authorizing the appropriate City Officials to enter into a contract for 2017 North 15th Street Paving; recommends the Resolution be passed.

rcg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.9

Res. No. 230 - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for 2017 North 15th Street Paving.

WHEREAS: Two bids were received in response to bid #2406-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Vinton Construction, Manitowoc, WI	$1,412,734.13
Buteyn-Peterson Construction Company, Sheboygan, WI	$1,503,505.05
Advance Construction, Green Bay, WI	$1,543,818.34
LaLonde Contractors, Waukesha, WI	$1,570,754.21

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Vinton Construction Company for 2017 North 15th Paving in the amount of $1,412,734.13 and are authorized to draw funds from the following accounts: 47533140-631200 - $1,412,734.13 in payment of same.

P.W. approve

John B

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By FINANCE. April 5, 2017.

Your Committee to whom was referred Res. No. 234-16-14 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget for salaries and benefits in the City Clerk department; recommends the Resolution be passed.

Rep

_____ _____

_____ _____

_____ _____

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

Other Matters

8.3

III

Res. No. 234 - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for salaries and benefits in the City Clerk department.

Establish appropriation from contingency for salaries and benefits for replacement of the Council/Licensing Clerk in the City Clerk department.

FROM	TO	AMOUNT
General Fund Contingency 10199020-810103	General Fund City Clerk Salaries and Benefits 10113100-51XXXX	$23,800

Trade approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

6.10

R. C. No. 381 - 16 - 17. By WHOLE. April 5, 2017.

Your Committee to whom was referred Res. No. 227-16-17 by Alderpersons Holzschuh, Heidemann and Thiel directing the City Administrator to perform an internal study of the Fire Department related to staffing and scheduling concerns; recommends that the attached Substitute Resolution be passed.

Heidemann/Bohren
As a Sub
BAWTT:
motion by Donohue/Bohren to amend Resolution "from 2 weeks to 6 weeks to report on study" was passed all ayes
motion by Donohue/Bohren Sub Res, as amended, was passed

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

Subs. of Res. No. 227 - 16 - 17. (As amended). By Alderpersons Holzschuh, Heidemann and Thiel. April 5, 2017.

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

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

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

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

BE IT FURTHER RESOLVED: That the Fire Chief and Director of Human Resources shall report the results of the study in writing no later than six weeks.

Heidemann/Bohren
Acc'd
6A WTT
Motion by Donohue/Bohren to amend Resolution "from 2 weeks to 6 weeks to report on study" was passed all ayes
Motion by Donohue/Bohren Subs Res, as amended, was passed

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.6

Res. No. 227 16 - 17. By Alderpersons Holzschuh, Heidemann and Thiel.
March 20, 2017.

A RESOLUTION directing the City Administrator to perform an internal study of the Fire Department related to staffing and scheduling concerns.

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

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

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator undertake a study of the Fire Department related to staffing, structure, job duties, and scheduling, including addressing morale issues within the department.

BE IT FURTHER RESOLVED: That the City Administrator shall report the results of the study in writing no later than June 30, 2017.

Susan J. Holzschuh

Betty A. Thiel

Whole approve this Res.

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

IX

6.11

R. C. No. 382- 16 - 17. By STRATEGIC FISCAL PLANNING. April 5, 2017.

Your Committee to whom was referred Gen. Ord. No. 39-16-17 by Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh repealing and recreating various sections of the Municipal Code so as to implement the provisions of Res. 141-16-17 implementing changes to the City of Sheboygan committee, commission, and board structure, effective April 2017 and April 2018; recommends the Ordinance be passed.

Rec

Donohue / Bohren

As Ad

Ord pass

BAWTT:

motion by Bohren / Heidemann to amend to include "the President of the Council and Chairman of Finance / Personnel shall not be the same person", passes all ayes.

motion by Donohue / Bohren to pass Ordinance as amended, was passed, all ayes.

Kathryne Donohue

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

X

6.1

Gen. Ord. No. 39 - 16 - 17. (As amended) By Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh. February 6, 2017.

AN ORDINANCE repealing and recreating various sections of the Municipal Code so as to implement the provisions of Res. 141-16-17 implementing changes to the City of Sheboygan committee, commission, and board structure, effective April 2017 and April 2018.

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

Section 1. Section 2-72 of the Municipal Code entitled "Standing committees" is hereby repealed and recreated to read as follows:

"Sec. 2-72. Standing committees.

(a) The following standing committees of the council shall be appointed by the mayor, subject to confirmation of the council, on the third Tuesday of April of each year, or as soon thereafter as may be possible:

(1) Finance and personnel; five aldermen; *the person appointed by the mayor to be chair shall be ineligible to serve as Council President*.

(2) Public safety; five aldermen.

(3) Public works; five aldermen.

(4) Law and licensing; five aldermen.

(b) Each alderman shall be appointed to at least one but not more than two of the standing committees. Each committee shall consist of five members, which shall include a chairman and a vice-chairman. The chairman and vice-chairman for each committee shall be designated by the mayor. No alderman shall chair more than one committee.

(c) A quorum for each committee shall consist of three members."

Section 2. Section 2-397 of the Municipal Code entitled "Director" is hereby repealed and recreated in sections (a) and (b) thereof to read as follows:

"Sec. 2-397. Director.

Strategic
Fiscal approve

(a) Qualifications. The director of public works shall be a graduate of an accredited university with a major in civil engineering, public works administration or a closely related field or shall have related experience in public works management.

(b) Appointment. The director of public works shall be appointed by the common council based on the recommendation of the city administrator and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

. . ."

Section 3. Section 2-415 of the Municipal Code entitled "City assessor" is hereby repealed and recreated in section (a) thereof to read as follows:

"Sec. 2-415. City assessor.

(a) Appointment. The city assessor shall be appointed by the common council based on the recommendation of the city administrator and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

. . ."

Section 4. Section 2-419 of the Municipal Code entitled "Director" is hereby repealed and recreated in section (b) thereof to read as follows:

"Sec. 2-419. Director.

. . .

(b) Appointment. The director of information technology ("IT") shall be appointed by the common council based on the recommendation of the city administrator and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

. . ."

Section 5. Section 2-420 of the Municipal Code entitled "Director of human resources and labor relations" is hereby repealed and recreated to read as follows:

"Sec. 2-420. Director of human resources and labor relations.

(a) Established. The position of director of human resources and labor relations is hereby established for the city service.

(b) Appointment. The director of human resources and labor relations shall be appointed by the common council based on the recommendation of the city administrator and the mayor.

(c) Duties and powers.

(1) The director shall be responsible for labor contract negotiations, administration of the employee benefit and salary plans, and related work. The director shall make recommendations regarding reorganization and personnel policies to the finance and personnel committee.

(2) The director shall be the official upon or with whom all personnel-related notices, requests for hearings, complaints, or other official documents shall be served or filed, except those complaints, notices or other official documents which are prescribed by law to be served upon other city officials.

(3) The director shall have access to all necessary records and papers, the examination of which will aid in the disposition of said complaints and notices and in the discharge of the director's duties.

(4) The director shall be responsible for such other policies, rules and regulations not inconsistent with this chapter and other personnel-related ordinances as the director deems necessary for its enforcement and administration.

(5) The director shall be the administrative officer of the civil service system. The director shall render such additional services in connection with the civil service system or may be requested by the city administrator and common council.

(6) The director shall have charge of recruitment, applications for employment, and the examination of applicants for positions, and shall be the custodian of the personnel records."

Section 6. Section 2-428 of the Municipal Code entitled "Residency requirement" is hereby repealed and recreated to read as follows:

"Sec. 2-428. Residency requirement.

(a) All members of boards or commissions shall be residents of the city and maintain residency in the city while under the employment or service of the city. In the event that any such member of a board or commission does not meet the foregoing requirement, his or her office or position shall be automatically forthwith vacated and such vacancy shall be filled in the manner prescribed by law or ordinance.

(b) Notwithstanding subsection (a), the residency requirement shall not apply:

(1) To members of a business improvement district board who own or occupy real property in the business improvement district.

(2) To nonvoting members of advisory committees to the common council.

(3) To licensed members of the board of examiners, provided that they hold a current active license for their membership classification and maintain their principal business office or place of employment in the city.

(4) To members of the mayor's special international committee residing within the boundaries of the Sheboygan Area School District.

(5) To one member of the board of waterworks commissioners who owns real property within and owns or operates a business within the City of Sheboygan.

(c) Nothing in this ordinance shall prevent the city administrator from inviting non-residents of the city to participate as a member of a team of employees or persons with special expertise whose role shall be to advise the city administrator on matters over which the city administrator may make reports or recommendations to the mayor or common council."

Section 7. Section 2-558 of the Municipal Code entitled "Composition; appointment; terms" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 2-558. Composition; appointment; terms.

(a) The transit commission shall consist of nine commissioners. Six of the members shall be the mayor, a member of the finance and personnel committee of the common council, a member of the public safety committee of the common council, a member of the public works committee of the common council, the chief of police and the director of city development, who shall be members by virtue of their office. The other commissioners shall be three citizen members.

. . ."

Section 8. Division 9 of Article V of Chapter 2 of the Municipal Code entitled "Collective Bargaining Committee" is hereby repealed.

Section 9. Section 2-726 of the Municipal Code entitled "Composition" is hereby repealed and recreated to read as follows:

"Sec. 2-726. Composition.

The senior activity center commission shall consist of nine voting members, composed of eight citizen members and one council member. The senior activity center supervisor shall be a non-voting ex-officio member. A minimum of three of the citizen members shall be members of the Friends of the Senior Activity Center. The names of the citizen members shall be recommended to the mayor by the SACC, and shall represent a cross-section of the community. Final appointments shall be made by the mayor, subject to approval by the common council."

Section 10. Section 2-727 of the Municipal Code entitled "Appointment" is hereby repealed and recreated to read as follows:

"Sec. 2-727. Appointment.

The citizen members of the senior activity center commission shall serve for a term of three years, and may be reappointed for not more than one consecutive three-year term. After the second three-year term, the individual must remain off the commission for one year before being eligible for reappointment. The council member shall serve a one-year term, to expire at the end of the council year for which the council member was appointed. The mayor may reappoint the council member at his/her discretion, subject to council approval."

Section 11. Division 11 of Article V of Chapter 2 of the Municipal Code entitled "Board of Marina, Park and Forestry Commissioners" is hereby repealed.

Section 12. Division 12 of Article V of Chapter 2 of the Municipal Code entitled "Civil Service Commission" is hereby repealed.

Section 13. Division 13 of Article V of Chapter 2 of the Municipal Code entitled "Board of Housing Appeals and Fair Housing Practices" is hereby repealed.

Section 14. Section 2-901 of the Municipal Code entitled "Goals and objectives" is hereby repealed and recreated to read as follows:

"Sec. 2-901. Goals and objectives.

On or before the date established each year by the common council, the finance and personnel committee of the city shall meet with the city administrator to project goals and objectives to be included in the ensuing budget year."

Section 15. Section 2-937 of the Municipal Code entitled "Finance director/treasurer" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 2-937. Finance director/treasurer.

(a) Appointment. The finance director/treasurer shall be appointed by the common council based on the recommendation of the city administrator and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

. . ."

Section 16. Section 26-5 of the Municipal Code entitled "Board of Examiners" is hereby created to read as follows:

"Sec. 26-5. Board of Examiners.

(a) There is hereby established a board of examiners of contractors in and for the city, hereinafter referred to as the board.

(b) The board shall consist of five voting members who shall be residents of the city. The members shall be appointed by the mayor and shall be as follows:

- one alderperson, who shall be the chairperson of the board;
- one electrical contractor who shall be actively established in the electrical contracting business in the city;

- one person who shall be a licensed journeyman electrician, a licensed master electrician, or a regular plant electrician;
- one licensed heating contractor;
- one person actively engaged in the general contracting business.

(c) The mayor shall appoint, subject to common council confirmation, one alternate member of the board who shall be actively engaged in the contracting business, in addition to the five members above provided for. The alternate member shall act, with full power, only when a member of the board refuses or declines to vote, is disqualified because of interest, or when a member is absent.

(d) The members of the board shall be appointed by the mayor for two-year terms, subject to confirmation by the council. Two of the members shall be appointed on the third Tuesday in April of the even-numbered years, and two members shall be appointed on the third Tuesday in April of the odd-numbered years. The council member shall be elected by the council at its first regular meeting of each year.

(e) Vacancies on the board shall be filled for the unexpired term in the same manner as for regular appointments. Members shall hold office until their successors are appointed and qualified.

(f) All members of the board shall have qualified in accordance with the requirements governing their classifications before confirmation by the council.

(g) Each member of the board shall, before entering upon the discharge of his duties, take and file the official oath.

(h) Meetings

(1) The board shall meet at least bimonthly.

(2) Special meetings and hearings may be called by the city planner or his designee or by the chairman of the board. The board may consider and decide at any regular or special meeting or hearing, any matter within its jurisdiction.

(3) Three voting members of the board shall constitute a quorum for the transaction of business.

(4) At the May meeting in each year, the board shall elect officers to serve for a term of one year. The officers shall consist of a chairman and a vice-chairman; the city planner or his designee shall act as the secretary.

(j) The secretary of the board shall keep a record of all the proceedings of the board, together with the necessary registers showing all applications for the examination and license and showing thereon for each the date of application, name, qualifications, place of business, place of residence and whether the application was granted or refused. The books and registers of the board shall be prima facie evidence of all matters recorded therein. The secretary shall prepare a roster of all licensed contractors, and shall file a copy of the same with the city clerk and the inspection office. It shall be his/her duty to promptly notify each of said officers of a revocation or reissuance of a license.

(k) The board shall have the power to make such bylaws, rules and regulations governing the conduct of its meetings and hearings as it may deem necessary, provided the same do not conflict with the laws of the city and state."

Section 17. Section 26-68 of the Municipal Code entitled "Appointment of inspectors" is hereby repealed.

Section 18. Subdivision II of Division 3 of Article II of Chapter 26 of the Municipal Code, entitled "Board of Examiners," is hereby repealed.

Section 19. Division 3 of Article III of Chapter 26 of the Municipal Code, entitled "Board of Electrical and Heat Examiners," is hereby repealed.

Section 20. Section 26-701 of the Municipal Code entitled "Issuance of order when emergency exists" is hereby repealed and recreated to read as follows:

"Sec. 26-701. Issuance of order when emergency exists.

Whenever the housing inspector finds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order citing the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this article, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the zoning board of appeals shall be afforded a hearing in the manner

prescribed in section 26-869. After such hearing, depending upon the findings of the zoning board of appeals as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with, the zoning board of appeals shall continue such order in effect, modify it or revoke it."

Section 21. Section 26-703 of the Municipal Code entitled "Abatement of nuisances" is hereby repealed and recreated in subsection (c) thereof, to read as follows:

"Sec. 26-703. Abatement of nuisances.

. . .

(c) Any person to whom such order is directed shall comply therewith immediately but, upon petition to the zoning board of appeals, shall be afforded a hearing in the manner prescribed in section 26-869. After such hearing, depending upon the findings of the zoning board of appeals as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with, the zoning board of appeals shall continue such order in effect, modify or revoke it.

. . ."

Section 22. Section 26-836 of the Municipal Code entitled "Denial; hearing" is hereby repealed and recreated to read as follows:

"Sec. 26-836. Denial; hearing.

Any person whose application for a permit to operate a roominghouse has been denied may request and shall be granted a hearing on the matter before the board of housing appeals and fair housing practices under the procedure provided by section 26-870."

Section 23. Section 26-842 of the Municipal Code entitled "Hearing upon suspension; revocation" is hereby repealed and recreated to read as follows:

"Sec. 26-842. Hearing upon suspension; revocation.

Any person whose permit to operate a roominghouse has been suspended, or who has received notice from the housing inspector that his permit is to be suspended unless existing conditions or practices at his roominghouse are corrected, may request and shall be granted a hearing on the matter before the zoning board of appeals; provided, however, that if no petition for such hearing is filed within 20 days following the day on

which such permit was suspended, such permit shall be deemed to have been automatically revoked. Upon receipt of notice of permit revocation, the operator shall cease operation of such roominghouse within a reasonable period of time, to be determined by the housing inspector. If an operator's roominghouse permit has been revoked because he has been convicted of letting any dwelling, room or other premises for prostitution or lewdness, the housing inspector shall not subsequently issue a permit to the operator for the operation of any dwelling for which a permit is required in accordance with the provisions of this division."

Section 24. Section 26-869 of the Municipal Code entitled "Petition for hearing" is hereby repealed and recreated to read as follows:

"Sec. 26-869. Petition for hearing.

Any person affected by any notice which has been issued in connection with the enforcement of any provision of this article excluding division 3 of this article, or of any rule or regulation adopted pursuant thereto, excluding division 3 of this article, may request and shall be granted a hearing on the matter before the zoning board of appeals; provided, however, that such person shall file in the office of the housing inspector a written petition requesting such hearing and setting forth a statement of the grounds therefor within 20 days after the day the notice was served. Within ten days of receipt of such petition, the zoning board of appeals shall set a time and place for such hearing and shall give the petitioner written notice. At such hearing the petitioner shall be given an opportunity to be heard and to show cause why such notice should be modified or withdrawn. The hearing before the zoning board of appeals shall be commenced not later than 30 days after the date on which the petition was filed; provided, however, that upon written application of the petitioner to the zoning board of appeals, the zoning board of appeals may postpone the date of the hearing for a reasonable time beyond such 30-day period, if in its judgment the petitioner has submitted a good and sufficient reason for such postponement. Any notice served pursuant to division 2 of this article shall automatically become an order if a written petition for a hearing is not filed in the office of the housing inspector within 20 days after such notice is served. The zoning board of appeals shall have the power to administer oaths and affirmations in connection with the conduct of any hearing held in accordance with the provisions of this article."

Section 25. Section 26-871 of the Municipal Code entitled "Sustaining, modifying or withdrawing notices" is hereby repealed and recreated to read as follows:

"Sec. 26-871. Sustaining, modifying or withdrawing notices.

After hearing, the zoning board of appeals shall sustain, modify or withdraw the notice, depending upon its finding as to whether the provisions of this article and of the rules and regulations adopted pursuant thereto have been complied with. The zoning board of appeals may also modify any notice so as to authorize a variance from the provisions of this article when, because of special conditions, literal enforcement of the provisions of this article will result in practical difficulty or unnecessary hardship; provided, that the spirit of this article will be observed, public health and welfare secured, and substantial justice done. If the zoning board of appeals sustains or modifies such notice, it shall be deemed to be an order, and the owner, operator or occupant, as the case may require, shall comply with all provisions of such order within a reasonable period of time as determined by the zoning board of appeals."

Section 26. Section 26-872 of the Municipal Code entitled "Review by circuit court by certiorari" is hereby repealed and recreated to read as follows:

"Sec. 26-872. Review by circuit court by certiorari.

The hearing proceedings, including the findings and decision of the zoning board of appeals, shall be summarized, reduced to writing, and entered as a matter of public record in the office of the housing inspector. Such record shall also include a copy of every notice or order issued in connection with the matter. A copy of the written decision of the zoning board of appeals shall then be served, in the manner prescribed under division 2 on the person who filed the petition for hearing. Any persons, jointly or severally, aggrieved by the decision of the zoning board of appeals, or any taxpayer, or any officer, department, board or bureau of the city, may seek relief therefrom by having the decision reviewed by the circuit court by certiorari, if the petition for the writ is presented to the court within 20 days after the date on which the zoning board of appeals decision was served on the person who filed the petition for hearing, and if the person aggrieved notifies the zoning board of appeals, within ten days after the zoning board of appeals decision was served on him, of his intentions to present such petition to the court. Such petition, duly verified, shall set forth that such decision is illegal, in whole or in part, or does not comply with the provisions of section 26-871, specifying the grounds thereof."

Section 27. Section 34-92 of the Municipal Code entitled "Administrative duties" is hereby repealed and to read as follows:

"Sec. 34-92. Administrative duties.

The cemetery and parks supervisor shall employ necessary help; shall have charge and care of the cemetery buildings and equipment, the selling

of lots and graves, the keeping of records of interment and orders for work on private lots; and shall have charge of all funerals entering the cemetery."

Section 28. Section 46-1 of the Municipal Code entitled "Definitions" is hereby repealed and to read as follows:

"Sec. 46-1. Definitions.

The words, terms and phrases used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the City Plan Commission.

Complainant means a person who files a complaint alleging discrimination in housing.

Disability means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment or being regarded as having such an impairment. Disability does not include the current illegal use of a controlled substance, as defined in W.S.A. § 961.01(4), or a controlled substance analog, as defined in W.S.A. § 961.01(4m), unless the individual is participating in a supervised drug rehabilitation program.

Discriminate means to segregate, separate, exclude, or treat a person or class of persons unequally in a manner described in section 46-3 or 46-4 because of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry.

Dwelling unit means a structure or that part of a structure that is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons who are maintaining a common household, to the exclusion of all others.

Family includes one natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

(1) A person is pregnant.

(2) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.

(3) A person's household includes one or more minor or adult relatives.

(4) A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.

(5) A person's household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

Hearing means a hearing under the jurisdiction of the board, except where otherwise indicated.

Housing means any improved property, or any portion thereof, including a mobile home as defined in W.S.A. § 101.91(10), manufactured home, as defined in W.S.A. § 101.91(2), or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. Housing includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

Housing for older persons has the meaning as defined by federal or state law.

Probable cause means reasonable grounds to believe that one or more persons has, may have, or may be violating one or more provisions of this chapter.

Respondent means the person accused in a complaint of discrimination in housing filed with the board.

Sexual orientation has the meaning given in W.S.A. § 111.32(13m).

Status as a victim of domestic abuse, sexual assault, or stalking means the status of a person who is seeking to rent or purchase housing or of a member or prospective member of the person's household having been, or being believed by the lessor or seller of housing to be, a victim of domestic abuse, as defined in W.S.A. § 813.12(1)(am), sexual assault under W.S.A. §§ 940.225, 948.02, or 948.025, or stalking under W.S.A. § 940.32.

Section 29. Section 46-41 of the Municipal Code entitled "Administration—Powers and duties" is hereby repealed and recreated to read as follows:

"Sec. 46-41. Administration—Powers and duties.

(a) The purposes and provisions of this chapter shall be administered by the plan commission and, where necessary, the city attorney.

(b) In administering this chapter, the plan commission shall have the power and duty to:

(1) Adopt, amend, publish and modify any and all administrative policies and procedures as may, from time to time, be necessary, useful, helpful, or desirable in the administration and/or enforcement of this chapter;

(2) Appoint such number and types of employees, agents and staff, subject to a table of organization and budget approval by the common council, as are necessary to promote the purposes of this chapter and/or the administration and/or enforcement of this chapter, and prescribe their duties;

(3) Receive, initiate and investigate complaints alleging any discrimination or discriminatory practice prohibited by this chapter if the complaint is filed with the board not later than one year after the alleged discrimination occurred or terminated;

(4) Appoint, from time to time, subject to a table of organization and/or budget approval by the common council, one or more investigators to gather facts, evidence and information, and otherwise investigate complaints, and/or one or more mediators who initially shall seek a settlement agreeable to both the complainant and the respondent by means of information conferences or other meetings or means;

(5) Refer settlement agreements to the city attorney for approval as to form;

(6) If necessary, hold hearings after efforts at settlement, based on complaints made against any person and a determination of probable cause; administer oaths and take testimony; compel the production of books, papers and any

other documents relating to any matters involved in the complaint; and subpoena witnesses and compel their attendance. If a witness either fails or refuses to obey a subpoena issued by the board, the board may order attendance. At any time after it has issued such an order, the board may petition a court of competent jurisdiction for its enforcement;

(7) Issue, after hearing, such final orders as are necessary to promote the purpose of this chapter;

(8) Issue temporary orders effective for a maximum of 20 days, absent extraordinary circumstances, restraining the respondent from taking any action that would tend to render ineffective or unenforceable any order which the board might issue;

(9) Refer orders to the city attorney to be enforced by him in the name of the city;

(10) Except as provided in W.S.A. §§ 19.31, et seq., or 106.50, make available to the public, in writing, copies of:

a. Transcripts of all of its proceedings except initial settlement efforts by its mediators;

b. All temporary and final orders; and

c. All decisions and opinions rendered.

No publicity, however, shall be given a complaint in those cases where the board obtains compliance with this chapter or the board finds that the complaint is without foundation;

(11) Require a written report of the manner of compliance with any final order it may issue; and

(12) Recommend to the mayor and common council any legislation necessary to further promote the purposes of this chapter and file annual written reports of its work to the mayor and common council."

Section 30. Section 46-67 of the Municipal Code entitled "Investigation and finding of probable cause" is hereby repealed and recreated to read as follows:

"Sec. 46-67. Investigation and finding of probable cause.

(a) The board or its designated agent shall investigate all complaints that allege a violation of this chapter and that are timely filed. The board or its designated agent may subpoena persons or documents for the purpose of investigation.

(b) At the conclusion of the investigation of the allegations, the board or its designated agent shall make a determination as to whether probable cause exists to believe that discrimination has occurred or is about to occur.

(c) If a determination is made that there is no probable cause to believe discrimination in violation of this chapter has been or is being committed, the complainant shall be afforded an opportunity to appeal such decision to the full plan commission. If the full board decides there is no probable cause, the complainant may appeal to either:

(1) A court of competent jurisdiction for the county in which the alleged discrimination took place; or

(2) A court of competent jurisdiction for the county in which the property or property interest in question is located.

(d) If a determination is made that there is probable cause to believe discrimination in violation of this chapter has been or is being committed, an agent designated by the plan commission shall endeavor, by means of conference, conciliation or persuasion, to eliminate the alleged discrimination or discriminatory practice."

Section 31. Section 46-68 of the Municipal Code entitled "Hearing on failure to settle" is hereby repealed and recreated to read as follows:

"Sec. 46-68. Hearing on failure to settle.

When efforts at settlement have failed to eliminate the discrimination or discriminatory practice alleged by the complainant under this chapter, the plan commission shall promptly cause to be issued a notice of a hearing before a hearing examiner, acting as an agent of the board, to determine the merits of the complaint."

Section 32. Section 46-69 of the Municipal Code entitled "Findings of examiner" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 46-69. Findings of examiner.

. . .

(b) If, after hearing and on the basis of the official record made therein, the examiner finds by a fair preponderance of the evidence that the respondent has engaged in or is engaged in any discrimination prohibited by this chapter, he shall make and recommend to the plan commission written findings of fact and conclusions thereon and shall recommend such action to be taken by the respondent and, where necessary, by the complainant, as will effect the purposes of this chapter by eliminating the discrimination found.

. . ."

Section 33. Section 46-70 of the Municipal Code entitled "Appeal from examiner's findings" is hereby repealed and recreated to read as follows:

"Sec. 46-70. Appeal from examiner's findings.

Under this chapter, if within 30 days following the mailing of the examiner's decision, the complainant or respondent serves notice of appeal, such appeal may be had to the full plan commission. The board shall have the power to affirm, reverse or modify the determination of the hearing examiner. After final determination by the board, either party may appeal by certiorari to a court of competent jurisdiction. In the alternative, either party may receive a trial de novo on all issues relating to any alleged discrimination and a further right to a trial by jury."

Section 34. Section 46-71 of the Municipal Code entitled "Transfer of proceedings" is hereby repealed and recreated to read as follows:

"Sec. 46-71. Transfer of proceedings.

At any time after a finding of probable cause under this chapter, the plan commission, with appropriate notice to the complainant and respondent, may transfer the proceedings to itself."

Section 35. Section 46-72 of the Municipal Code entitled "Judicial enforcement" is hereby repealed and recreated to read as follows:

"Sec. 46-72. Judicial enforcement.

Whenever, in the judgment of the plan commission, judicial enforcement of a board order is necessary to enforce this chapter, the board shall in writing request the city attorney to commence proceedings

in a court of competent jurisdiction to enforce such orders in the name of the city. Upon receipt of any such request, the city attorney shall have the duty to seek enforcement of such orders in a court of competent jurisdiction."

Section 36. Section 46-73 of the Municipal Code entitled "Remedies" is hereby repealed and recreated to read as follows:

"Sec. 46-73. Remedies.

(a) The plan commission shall have the power and duty, after investigation and hearing, to issue and implement such orders as may be necessary to effect the purposes of this chapter. Such orders may include the following:

(1) Cease and desist orders;

(2) Affirmative action by the respondent and, where necessary, by the complainant; and

(3) Any other orders which may be necessary to effect the purpose of this chapter.

(b) Any of the orders of the board shall be stayed during the period in which any appeal may be taken and during the pendency of any appeal."

Section 37. Section 82-2 of the Municipal Code entitled "Medical Insurance" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 82-2. Medical insurance.

. . .

(b) Payment of premiums. Such employees shall pay monthly, via direct deposit, the entire rate for medical plan coverage, as established from time to time by the city or its insurance carrier to the finance director/treasurer on or before the fifteenth day of the month preceding coverage, and will not benefit by any city contributions except where otherwise provided for in ordinances, resolutions or labor agreements. Upon failure to pay by the fifteenth, or if the direct deposit rejects, a late payment fee of $50.00 shall be added to the established premium. Failure to pay the premium and late payment fee by the last day of the month shall result in termination from the plan effective the first day of the following month,

absent extraordinary circumstances totally beyond the control of such employee as determined by the common council upon recommendation of the finance and personnel committee.

. . ."

Section 38. Section 82-3 of the Municipal Code entitled "Residency requirement" is hereby repealed.

Section 39. Section 82-25 of the Municipal Code entitled "Hiring of new employees generally" is hereby repealed and recreated in subsection (a) thereof to read as follows:

"Sec. 82-25. Hiring of new employees generally.

(a) When any department head learns that a vacancy has occurred or is about to occur in any full-time position in the city service in his or her department, except those employees of city boards, utilities or authorities, he or she shall forward a written request, along with the city administrator's recommendation, justifying the filling of the vacancy to the human resources department. If the position is already part of the department's table of organization and included in the budget, the human resources department may proceed with the hiring process and fill the position. If the position is not budgeted, approval needs to be granted by the finance and personnel committee. Within 30 days after receipt of such request, the finance and personnel committee shall approve or reject the request in writing. If refused, the reason should be stated for such refusal. Any department head may appeal any decision made under this section to the common council. If approved by either the finance and personnel committee or the common council, certification shall be made in accordance with the following procedure:

(1) When filling a vacancy by selection of an eligible candidate from a list established on the basis of an open competitive examination, the appointing authority, subject to the approval of the director of human resources and labor relations, may specify requirements of particular experience, education, skill and/or physical requirements necessary for successful performance. The director of human resources and labor relations shall certify the name or names of those persons categorized as best qualified to fill the vacancy in accordance with these requirements. The appointing authority shall make the appointment from those certified.

(2) In promotional examinations, appropriate consideration shall be given to employee qualifications, record of performance and ability.

(3) For protective service vacancies, the selection shall be in accordance with police and fire commission regulations and any labor agreement.

(4) The appointing authority, subject to the approval of the director of human resources and labor relations, may make a provisional appointment from an eligible list in accordance with items (1) or (2) of subsection (a) even though the incumbent has not yet vacated the position provided approval has been received in accordance with subsection (a). The eligible person so appointed will be accorded all the benefits of a regular appointee and shall retain all rights of certification to the permanent appointment.

. . ."

Section 40. Section 82-29 of the Municipal Code entitled "Class specifications-Amendments" is hereby repealed and recreated to read as follows:

"Sec. 82-29. Class specifications—Amendments.

Class specifications for newly created positions shall be approved by the common council. Any additions or deletions in the class specifications which change the class grade or any substantive changes in the minimum requirements of existing positions shall also be approved by the common council. Other changes in the class specification shall be made by the finance and personnel committee."

Section 41. Section 82-61 of the Municipal Code entitled "Elected Officials" is hereby repealed and recreated to read as follows:

"Sec. 82-61. Elected officials.

The finance and personnel committee shall recommend for common council approval the initial salary for all full-time elective positions and any and all in-term increases for same at least 13 months prior to the election date for each office. The common council shall act on such recommendations and establish the salaries for full-time elective positions not later than the final meeting of the council year preceding the year of election."

Section 42. Section 82-63 of the Municipal Code entitled "Starting rates on initial employment" is hereby repealed and recreated to read as follows:

"Sec. 82-63. Starting rates on initial employment.

Original hires who have all the qualifications to any position shall be offered the minimum pay for that position. In the case where a potential employee has the majority of qualifications, that employee may be offered an amount less than minimum until the point that he/she achieves the qualification, at which time the employee will be brought to the minimum. In the case an employee is hired who already has advanced training and/or experience required for a position, the initial rate offered upon hire may be greater than minimum but will be within the range of a position. At any time a salary offer is identified that is greater than midpoint of a salary range, the director of human resources and labor relations must attain advance approval from the finance and personnel committee. At no time will an employee receive greater than the top pay in a salary grade."

Section 43. Section 82-67 of the Municipal Code entitled "Increases in compensation" is hereby repealed and recreated is subsection (a) thereof to read as follows:

"Sec. 82-67. Increases in compensation.

(a) The director of human resources and labor relations has the authority to identify minor adjustments to position descriptions without approval from the finance and personnel committee and/or council. However, major changes in position descriptions which subsequently modify the salary grades to city employees, including department heads and supervisory personnel, shall be approved by both the finance and personnel committee and by the common council.

. . ."

Section 44. Section 82-93 of the Municipal Code entitled "Training leave" is hereby repealed and recreated in subsection (b) thereof to read as follows:

"Sec. 82-93. Training leave.

. . .

(b) (1) For periods not to exceed three calendar weeks in any one calendar year, with the approval of the city administrator.

(2) For periods exceeding three calendar weeks but not exceeding 12 calendar weeks, upon the recommendation of the city administrator, subject to the approval of the finance and personnel committee."

Section 45. Section 86-92 of the Municipal Code entitled "Appointment" is hereby repealed and recreated to read as follows:

"Sec. 82-92. Appointment.

The director of planning and development shall be appointed by the common council based on the recommendation of the city administrator and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure."

Section 46. Section 138-4 of the Municipal Code entitled "Municipal sealer" is hereby repealed and recreated to read as follows:

"Sec. 138-4. Municipal sealer.

A municipal sealer/inspector position is established in the department of city development. The selection of the municipal sealer/inspector shall be from a list of applicants whose qualifications have been certified by the state, pursuant to civil service rules and regulations."

Section 47. 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 and as of April 18, 2017.

Donohue / Cohren
Res Ord
Ord pass

BAWTT: Motion by Cohren / Heidemann to amend to include in Section 1, Sec. 2-72(a)(1) "Finance & personnel; five aldermen; the person appointed by the Mayor to be chair shall be eligible to serve as Council President" was passed all ayes. Motion by Donohue / Cohren to pass ordinance, as amended, was passed, all ayes.

Mayor Mike Vandenberg

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____. Susan Richards, City Clerk

Approved_____ 20____. _____, Mayor

TX

R. C. No. ____ - 16 - 17. By STRATEGIC FISCAL PLANNING. April 5, 2017.

Your Committee to whom was referred Gen. Ord. No. 40-16-17 by Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh repealing and recreating Section 74-2 of the Municipal Code relating to parks so as to implement the provisions of Res. No. 141-16-14 implementing changes to the City of Sheboygan committee, commission, and board structure, effective April 2017 and April 2018; recommends the Ordinance be passed.

Rec.

_____ _____

_____ _____

_____ _____

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

X

6.2

Gen. Ord. No. 40 - 16 - 17. By Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh. February 6, 2017.

AN ORDINANCE repealing and recreating Section 74-2 of the Municipal Code relating to parks so as to implement the provisions of Res. No. 141-16-17 implementing changes to the City of Sheboygan committee, commission, and board structure, effective April 2017 and April 2018.

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

Section 1. Section 74-2 of the Municipal Code entitled "Establishment of parks" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 74-2. Establishment of parks.

(a) The city shall establish, maintain and preserve its parks in perpetuity for the benefit and enjoyment of all generations of the city's residents. The taking of a park for any non-park use, either public or private, is a serious matter and shall not be done without the recommendation of the public works committee by a three-fourths vote, after three public hearings have been held regarding whether or not a park should be taken or a referendum held. A recommendation of the public works committee to take a park for any non-park use must be confirmed by a three-fourths vote of the common council. A recommendation to hold a referendum may be approved by a majority vote of the common council.

. . ."

~~Strategic~~ Fiscal

requires 3/4 vote to pass.

Approve

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 and as of April 18, 2017.

Mary Lynne Horowitz

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

IX

R. C. No. ____ - 16 - 17. By STRATEGIC FISCAL PLANNING. April 5, 2017.

Your Committee to whom was referred Gen. Ord. No. 41-16-17 by Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh repealing and recreating Section 15.915 of the City of Sheboygan Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission; recommends the Ordinance be passed.

Rec
3/4. vote

_____ _____

_____ _____

_____ _____

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

X

6.3

Gen. Ord. No. 41 - 16 - 17. By Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh. February 6, 2017.

AN ORDINANCE repealing and recreating Section 15.915 of the City of Sheboygan Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

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

Section 1. Section 15.915 of the City of Sheboygan Zoning Ordinance entitled "Historic Preservation Regulations and Housing Rehabilitation Loan Program" is hereby amended to read as follows:

"**Section 15.915 Historic Preservation Regulations**

(1) **Purpose and Intent:** It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this Section is to:

(a) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the City of Sheboygan's cultural, social, economic, political and architectural history.

(b) Safeguard the City of Sheboygan's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.

(c) Stabilize and improve property values and enhance the visual and aesthetic character of the City of Sheboygan.

(d) Protect and enhance the City of Sheboygan's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.

(2) **Definitions:** The definitions shall be as follows:

City Plan
Strategic Fiscal
approve

(a) **Certificate of Appropriateness** means the certificate issued by the Historic Preservation Commission approving alteration, rehabilitation, construction, reconstruction or demolition of a historic structure, historic site or any improvement in a historic district.

(b) **Commission** means the City of Sheboygan Historic Preservation Commission.

(c) **Historic district** is an area designated by the City Council on recommendation of the Commission that contains two or more historic improvements or sites.

(d) **Historic site** means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

(e) **Historic structure** means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the City of Sheboygan, state or nation and which has been designated as a historic structure pursuant to the provisions of this Section.

(f) **Improvement** means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

(3) **Historic Preservation Commission Composition:** A Historic Preservation Commission is hereby created, consisting of five (5) voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; and two shall be citizen members. The Mayor shall appoint the commissioners subject to confirmation by the City Council. The term of each member shall be three years.

(4) **Historic Structure, Historic Site and Historic District Designation Criteria:**

(a) For purposes of this Section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the City of Sheboygan such as historic structures, sites, or districts which:

1. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or

2. Are identified with historic personages or with important events in national, state or local history; or

3. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or

4. Are representative of the notable work of a master builder, designer or architect who influenced his age; or

5. Have yielded, or may be likely to yield, information important to prehistory or history.

(b) The Commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this Section.

(5) **Powers and Duties:**

(a) **Designation:** The Commission shall have the power subject to subsection 15.915(6), to designation historic structures and historic sites and to recommend designation of historic districts within the City of Sheboygan limits. Such designations shall be made based on subsection 15.915(4). Historic districts shall be approved by the City Council. Once designated, such

historic structures, sites and districts shall be subject to all the provisions of this Section.

(b) **Regulation of Construction, Reconstruction, Alteration, and Demolition:**

1. No owner or person in charge of a historic structure, historic site or structure within a historic district shall be issued a permit to reconstruct, alter or demolish all or any part of the exterior of such property or to construct any exterior improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a Certificate of Appropriateness has been granted by the Commission. Also, unless such certificate has been granted by the Commission, the building inspector shall not issue a permit for any such work.

2. Upon filing of any application for a Certificate of Appropriateness with the Historic Preservation Commission, the Historic Preservation Commission shall approve the application unless:

   a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvements or site upon which said work is to be done;

   b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;

   c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this Section and to the objectives and design criteria of the historic preservation plan for said district;

d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City of Sheboygan and State of Wisconsin;

e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

3. If the Commission determines that the application for a Certificate of Appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the Certificate of Appropriateness. The Commission shall make this decision within forty-five (45) days of the filing of the application.

4. The issuance of a Certificate of Appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the City of Sheboygan. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the Certificate of Appropriateness required for the proposed work.

5. Ordinary maintenance and repairs may be undertaken without a Certificate of Appropriateness provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.

(c) **Appeals**: Should the Commission fail to issue a Certificate of Appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the City Council within thirty (30) days. In addition, if the Commission fails to issue a Certificate of Appropriateness, the Commission shall,

with the cooperation of the applicant, work with the applicant in an attempt to obtain a Certificate of Appropriateness within the guidelines of this Section.

(d) **Recognition of Historic Structures, Sites and Districts:** At such time as a historic structure, site or district has been properly designated, the Commission, in cooperation with the property owner may cause to be prepared and erected on such property at City expense, a suitable plaque declaring that such property is a historic structure, site or district.

(6) **Procedures:**

(a) **Designation of Historic Structures and Historic Sites:**

1. The Commission may, after notice and public hearing, designate of historic structures and historic sites or rescind such designation or recommendation, after application of the criteria in subsection 15.915(4). At least ten (10) days prior to such hearing, the Commission shall notify the owners of record, as listed in the office of the City of Sheboygan assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.

2. The Commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall have the power to subpoena such witnesses and records as it deems necessary. The Commission may conduct an independent investigation into the proposed designation or rescission. Within ten (10) days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site, or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the City Clerk, Building Inspector, Plan Commission and City Assessor. The Commission shall cause the designation or rescission to be recorded, at the City of Sheboygan's expense, in the County Register of Deeds Office.

(b) **Creation of Historic District:**

1. For preservation purposes, the Commission shall select geographically defined areas within the City of Sheboygan to be designated as Historic Districts and shall, with the assistance of the City of Sheboygan Department of Community Development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the City of Sheboygan, after the application of the criteria in 15.915(4), above. Each historic preservation plan prepared for or by the Commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

2. **Review and Adoption Procedure:**

   a. **Historic Preservation Commission:** The Commission shall hold a public hearing when considering the plan for a Historic District. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 Notice under the Wisconsin Statutes in the official City paper. Notice of the time, place and purpose of the public hearing shall also be sent by the City Clerk to the 318 Alderperson of the Aldermanic District or Districts in which the Historic District is located, and the owners of record, as listed in the office of the City Assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten (10) days prior to the date of the public hearing. Following the public hearing, the Commission shall vote to recommend, reject or withhold action on the plan.

   b. **The City Council:** The City Council, upon receipt of the recommendations from the Commission shall hold a public hearing, notice

to be given as notice in subsection 15.915(6)(b)2.a., above, and shall following the public hearing either designate or reject the Historic District. Designation of the Historic District shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.

(7) **Interim Control:** No building permit shall be issued by the Building Inspector for alteration, construction, demolition, or removal of a nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the Commission at which a nomination form is first presented until the final disposition of the nomination by the Commission or the City Council unless such alteration, removal or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare or safety. In no event shall the delay be for more than one hundred eighty (180) days.

(8) **Penalties for Violations:** Any person or persons violating any provision of this Section shall be fined fifty dollars ($50) for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Building Inspector.

(9) **Separability:** If any provision of this Section or the application thereof to any person or circumstances is held invalid, the remainder of this Section and the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of April 18, 2017.

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

XI

4.2

R. O. No. 250 - 16 - 17. By CITY PLAN COMMISSION. March 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 45-16-17 by Alderpersons Donohue, and Hou-Seye for an ordinance amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Avenue (Parcel #505650) from Employment to Central Mixed Use; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 14, 2017, and after due consideration, recommends approval of the General Ordinance.

Lies over to April 5

Director of City Development

7.3

Gen. Ord. No. 45 - 16 - 17. By Alderpersons Donohue and Hou-Seye.
March 6, 2017.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Employment to Central Mixed Use.

Property located at 1031 Maryland Ave. (Parcel #505650)

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 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

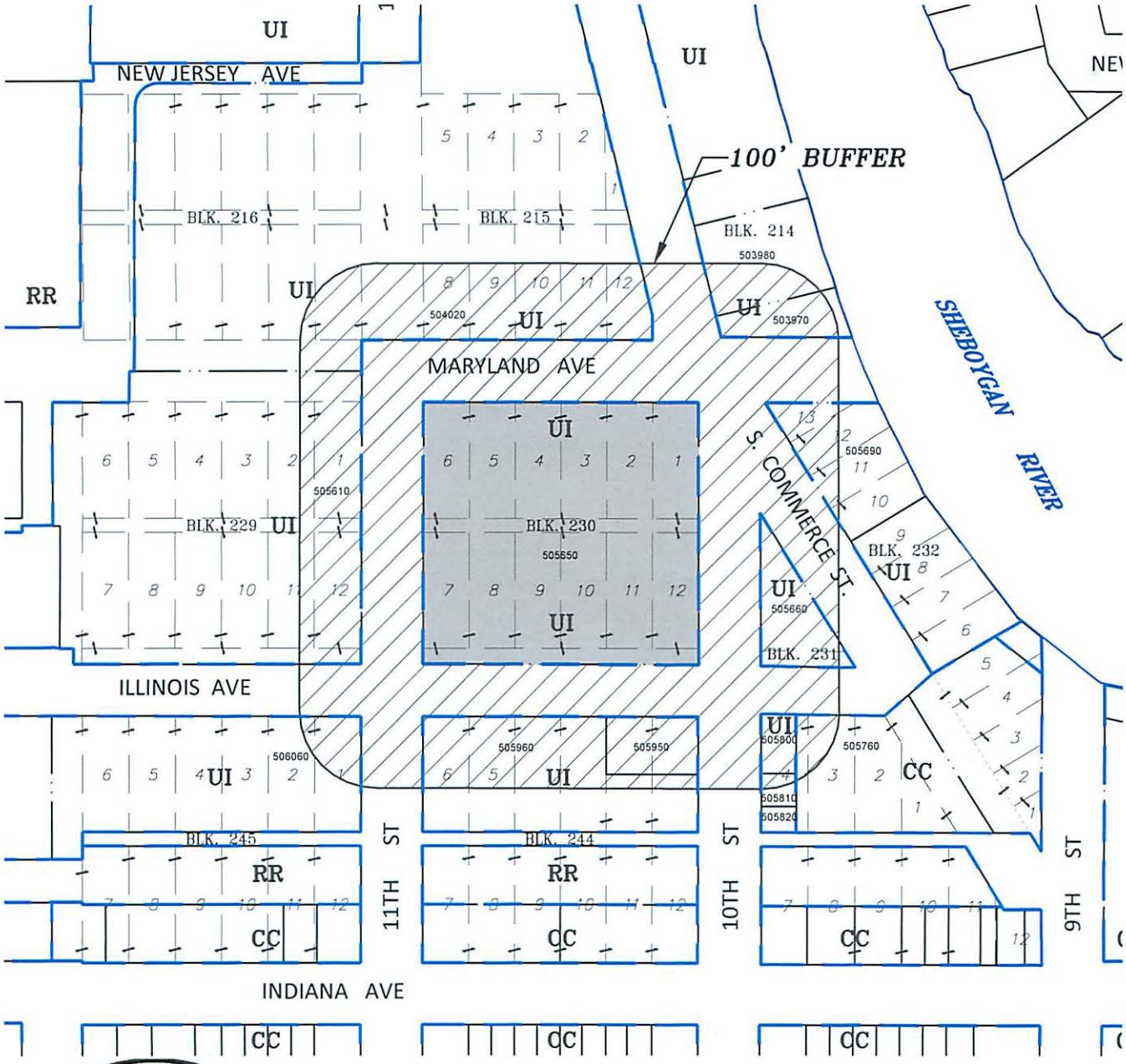
Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT

FROM EMPLOYMENT TO CENTRAL MIXED USE

SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW ¼ OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

KCG DEVELOPMENT

0 200' 400'

N W E S

KCG DEVELOPMENT

2017 WHEDA PRELIMS

1031 MARYLAND AVE ▪ SHEBOYGAN, WI 53081

EXCEL

PRELIMINARY DATES

JUN 22 2017

NOT FOR CONSTRUCTION

SHEET INFORMATION

EXISTING SITE PLAN

1.5

XI

4.3

R. O. No. 249 - 16 - 17. By CITY PLAN COMMISSION. March 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 43-16-17 by Alderperson Donohue and Alderperson Hou-Seye and R. O. No. 236-16-17 by City Clerk for an application from KCG Development, LLC, requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Central Commercial (CC); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 14, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over to April 5

Director of City Development

X

7.1

Gen. Ord. No. 43 - 16 - 17. By Alderpersons Donohue and Hou-Seye.
March 6, 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 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class CC Central Commercial Classification:

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 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.

Mylynne Dowhan

_____

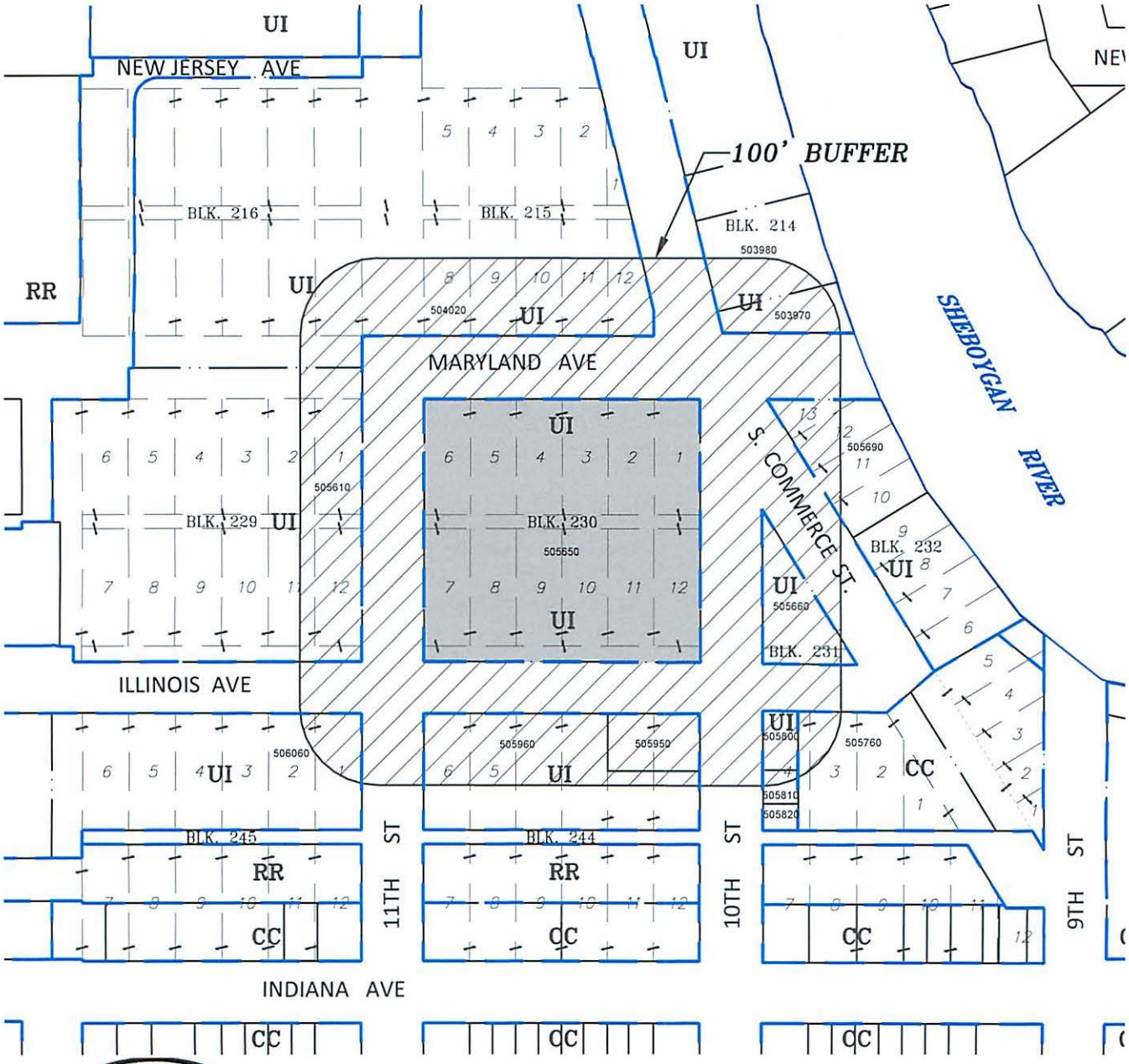
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL
SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW ¼ OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±

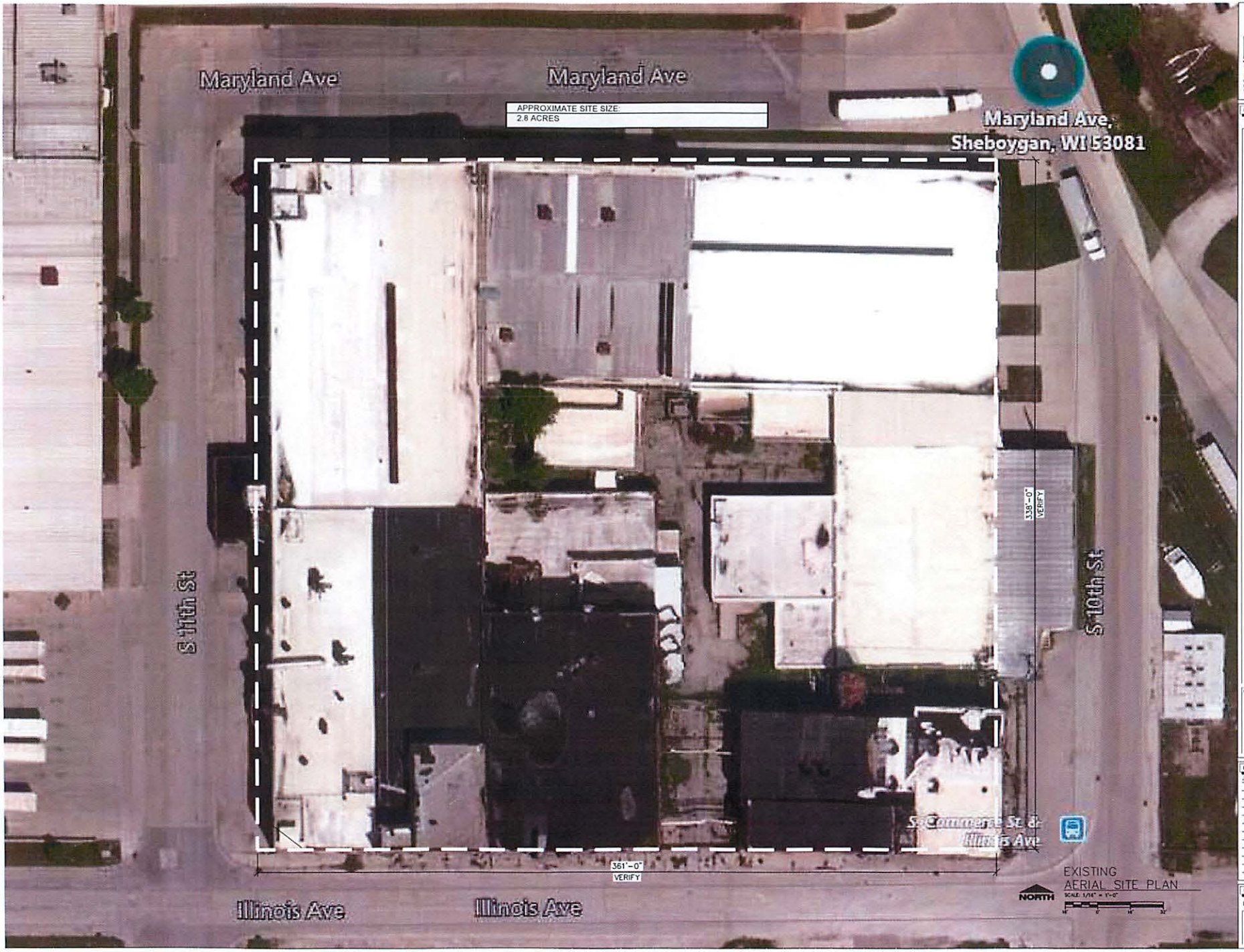


DEPARTMENT OF PUBLIC WORKS
improving the quality of life.
City of Sheboygan

KCG DEVELOPMENT

0 200' 400'

N W E S



EXISTING
AERIAL SITE PLAN
SCALE: 1/16" = 1'-0"

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
330 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-8800
WWW.EXCELENGINEER.COM

PROJECT INFORMATION
PROJECT NUMBER 1646540

KCG DEVELOPMENT
2017 WHEDA PRELIMS
1031 MARYLAND AVE • SHEBOYGAN, WI 53081

PRELIMINARY DATES
JAN. 24, 2017

NOT FOR CONSTRUCTION

SHEET INFORMATION
EXIST. SITE PLAN
SHEET NUMBER
1.5

II

4.3

R. O. No. 236 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting an application from KCG Development, LLC, requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Central Commercial (CC).

City Plan

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: # 170209
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: KCG Development, LLC PHONE NO.: (317) 409-7776

ADDRESS: 11555 N. Meridian Street, Ste 400, Carmel, IN 46032

E-MAIL: Matt.Gilhooly@kcgdevelopment.com

OWNER OF SITE: Roadster Sheboygan, LLC (Chris Coakley)

PHONE NO.: (412) 272-4040

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1031 Maryland Avenue

LEGAL DESCRIPTION: Original Plat, Being all of Block 230 and the vacated north 20' of Illinois Avenue adjacent to said Block 230 and vacated 18' East/West Alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin.

PARCEL NO. 505650 MAP NO. 26

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: The building is currently used for storage purposes in select areas of the first floor, otherwise sitting primarily vacant.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: The proposed use is a mixed-use redevelopment anchored by a multifamily housing apartment community with a commercial/retail component.

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 site and building in question are located in an area that provides a unique opportunity to create a tangible impact on downtown Sheboygan. While a departure from the current "Employment" designation on the Comprehensive Plan, we believe the proposed Central Commercial designation will allow for a comprehensive redevelopment of the dilapidated structure. The building is also a prominent feature in the midst of the area covered under the City's Indiana Avenue Redevelopment Plan. A large-scale, comprehensive redevelopment of the site which brings residents into downtown area and provides for additional commercial/retail opportunities will act as a catalyst for future commercial development and implementation of the City's plans for the Indiana Avenue Corridor.

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 factor which most closely describes the situation at hand is #3. The Indiana Avenue Redevelopment Plan has created a spotlight on development along

Indiana Avenue and the surrounding collector streets. While factors have not necessarily changed, the subject parcel provides for a prime opportunity to create a tangible impact on downtown Sheboygan and to act as a catalyst for future implementation of the Indiana Avenue plan. The current Urban Industrial designation coupled with the existing condition of the complex may substantially limit the range of opportunities for future development of the site. A rezoning of the subject parcel would allow for a broader array of potential uses and would help facilitate a large-scale, comprehensive redevelopment of the property.

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 site is located in a predominately industrial neighborhood on the edge of residential, commercial and retail uses. As the building is expected to be eligible for historic designation, the redevelopment would preserve the history of the nearly 100 year old complex but also maintain the industrial character of the neighborhood. Considering the "dense employment" designation on the comprehensive plan, it is unlikely the proposed mixed-use complex would create a higher intensity or traffic count than originally intended. Further, the proposed mixed-use development would be a perfect transition between the industrial, employment uses to the north and the commercial, retail and residential uses surrounding the property to the south, east and west.

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

There are 9 "Key Initiatives" in the City's Comprehensive Plan. We believe the map amendment, and thus make possible the proposed mixed-use development, would address 5 of those initiatives: promoting infill development and redevelopment; spur economic development and job creation; focusing attention on the City's Growth and Redevelopment Corridors; enhancing the riverfront; and diversifying the City's housing stock.

4. CERTIFICATE

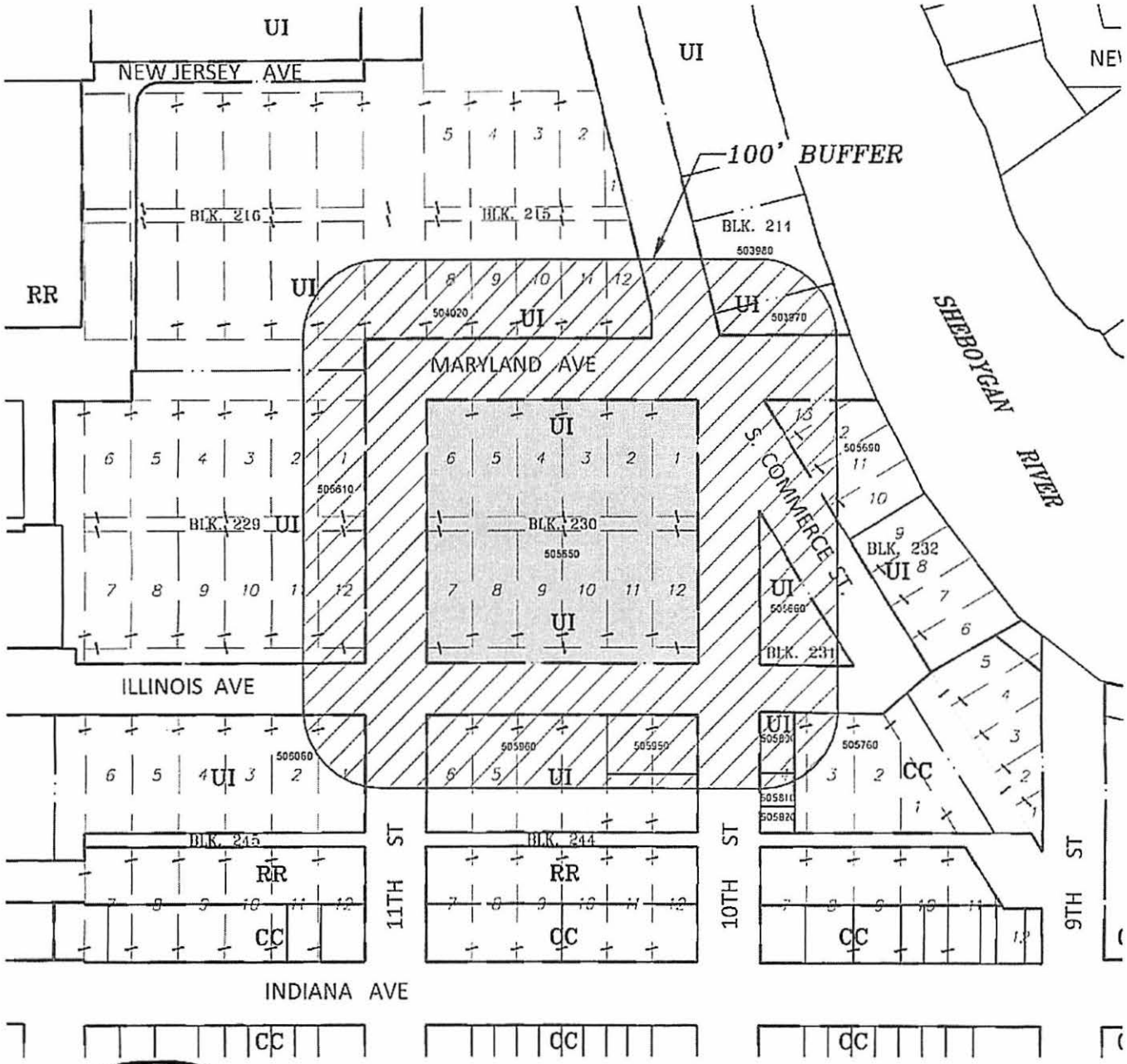
I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

APPLICANT'S SIGNATURE	2.13.17 **DATE**

MATTHEW GILLHOOLY
PRINT ABOVE NAME

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL
SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW ¼ OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±

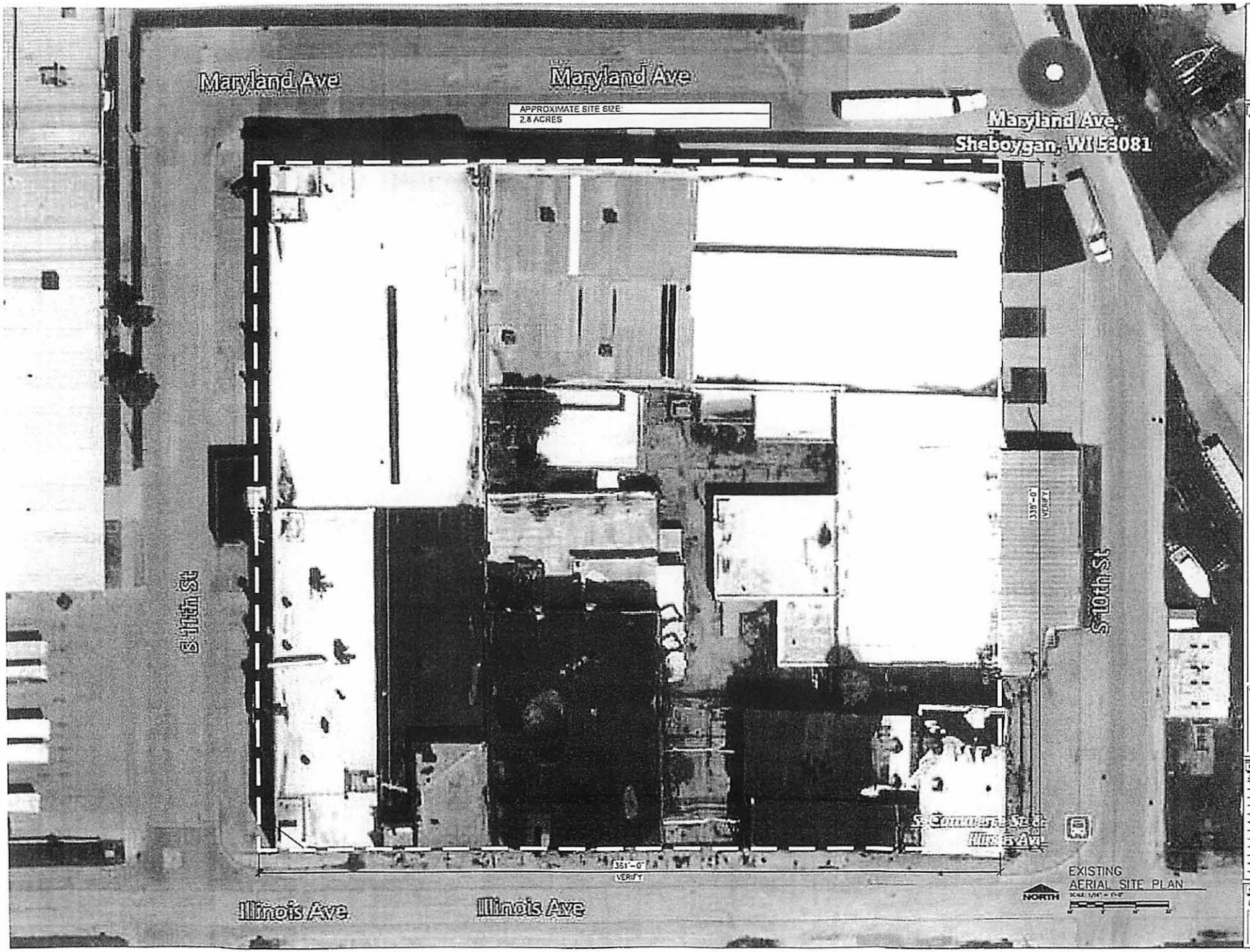


DEPARTMENT OF PUBLIC WORKS
Improving the quality of life.
City of Sheboygan

KCG DEVELOPMENT

0 200' 400'

N W E S



EXCEL

PROJECT INFORMATION

KCG DEVELOPMENT

2017 WHEDA PRELIMS

1031 MARYLAND AVE • SHEBOYGAN, WI 53081

PRELIMINARY DATES

JUN 26 2017

NOT FOR CONSTRUCTION

SHEET INFORMATION

EXIST. SITE PLAN

1.5

February 13, 2017

Mayor Mike Vandersteen
City of Sheboygan Plan Commission and Common Council

City Hall
828 Center Avenue
Sheboygan, Wisconsin 53081

Re: Rezone and Comprehensive Plan Map Amendment Appeal for Parcel No. 59281505650 (1031 Maryland Ave.)

INTRODUCTION

The purpose of this letter is to provide context around the nature and grounds for a rezoning request and an amendment to the City of Sheboygan's Comprehensive Plan map for Parcel No. 59281505650. The rezoning and map amendment requests are the groundwork for a transformative mixed-use redevelopment that is poised to become the next premier housing community in Sheboygan's Harbor Centre and which will act as a catalyst for future commercial development along the Indiana Avenue corridor.

The industrial complex which occupies the entire site was originally constructed in 1920 by the Badger State Tanning Company. KCG Development, LLC ("KCG") proposes an adaptive-reuse redevelopment of the complex into a mixed-use property anchored by a multifamily housing community. As the complex is expected to be eligible for listing on the National Register of Historic Places, the redevelopment will restore the property's interior and exterior aesthetic in accordance with state and federal historic guidelines; preserving the history of the 97 year old building but also the industrial character of the neighborhood. The Badger State building is visible from a number of locations in Sheboygan, along Indiana Avenue as well as a number of locations in the Lower Downtown, Boatworks, Indiana Avenue, and Urban Employment Districts. As the project under consideration also includes a river-front parcel across S Commerce/S 10th Street, the proposed redevelopment offers a prime opportunity to create a tangible impact on downtown Sheboygan and foster an environment for new capitol, employment, recreation and people.

We acknowledge the proposed use is a departure from current zoning regulations and the future land uses contemplated in the City's Comprehensive Plan, though we firmly believe redeveloping this underutilized asset will be a lynchpin in the City's efforts to revitalize the Indiana Avenue corridor as well as to attract new business and entrepreneurship.

KCG formally requests rezoning the subject parcel from Urban Industrial to Central Commercial and an amendment to the City's Comprehensive Plan Map covering the subject parcels from Employment to Central

Mixed Use ("Requests"). Passage of the Requests will allow KCG to pursue a Conditional Use Permit and undergo the Architectural Review process with the City of Sheboygan for the proposed development.

WHO WE ARE – KCG DEVELOPMENT, LLC

KCG was formed in 2015 to develop, acquire, rehabilitate and own apartment communities in the East, Midwest, South and Southeast. We take a triple bottom line approach to development with the focus on maximizing environmental, social and financial returns within our communities and partners. We understand that the social impact and profitable development do not have to be mutually exclusive. KCG knows that vibrant communities must have connections to all who live and work there. Recognizing that need and knowing ways to address it is what sets our team apart. We have a passion for creating communities that have a positive impact on residents and the overall community.

KCG was formed by its Founder and President, RJ Pasquesi, after successful tenures with a couple of companies in the real estate industry, specifically the past decade in a Senior Executive position with a multi-family development company. Over his career, RJ has been involved in the financing and development of [49] multi-family properties totaling nearly [4,000] units across 11 states, including 6 projects in Wisconsin, three of which were historic adaptive re-use in nature. The balance of the KCG team is comprised of an impressive group of individuals that, too, have substantial experience in various aspects of the real estate industry. RJ and KCG's Vice Presidents cumulatively bring forth development and financing experience on 83 multifamily projects spanning 13 states, 7,500 housing units, and over $1.4B in total development costs.

The most meaningful measure of our accomplishments is the lasting legacy we have with the communities we have had the privilege in serving and the families we have helped along the way to provide safe, beautiful, and affordable homes. We strive to reach beyond just real estate development and into the realm of community development. Ultimately, we want to connect people and ideas with capital, so that together we can create meaningful economic, environmental, and social impacts. We work hard to nurture existing relationships and develop new ones. We build alliances through responsiveness and an open attitude. It is through collaboration that we can unlock complexities and discover true possibilities. History has taught us there is no better way to build successful communities.

ABOUT THE PROJECT

The complex was originally constructed in 1920 by the Badger State Tanning Company after the company's prior complex at the site was destroyed by fire. The complex is a collection of buildings built between the 1920's and 1970's that encompass nearly the entire block bound by Maryland Avenue, S 10th Street, Illinois Avenue, and S 11th Street in downtown Sheboygan. The overall development also includes a 0.21 acre parcel at the SW corner of Illinois Ave and S 10th Streets as well as a 0.37 acre riverfront parcel to the east across Commerce Street. Our goal is to work with our design team and the State Historic Preservation Office/National Parks Service to demolish non-contributing appendage buildings and reintroduce green space and open lines of sight at the Badger State site. New historically accurate windows will replace the broken collection that has amassed over the years and the buildings' façade and exterior envelope will receive much needed restoration.

The redevelopment will create apartment units, community and amenity spaces, and interior parking stalls in the main "L" shaped building fronting S 11th Street and Maryland Avenue. We envision the 3-story "Boiler House" at the NW corner of Illinois and 10th Streets to receive a historic retrofit and serve a commercial or retail use, such as a restaurant, marketplace, brewery, etc. The small 0.21 acre parcel at the SW corner of Illinois and 10th Streets may serve as parking for this establishment or as visitor parking for the multifamily component, an allowed use under zoning regulations governing that parcel.

The riverfront parcel offers an exciting opportunity to enhance the appeal of the apartment community but also further the City's plans for revitalizing the Boatwork District. *We endeavor to work with governmental and community partners to determine the best use(s) of the riverfront parcel to maximize the impact on the immediate area and the community at large.*

Approval of the Requests will allow KCG to further develop plans for the redevelopment. With input from our design team, historic consultant, and the City, design-development drawings will be drafted and the project will be brought to the City of Sheboygan and Architectural Review Board for consideration of a Conditional Use Permit.

GROUNDS FOR REZONING AND COMPREHENSIVE PLAN AMENDMENT

The site is currently zoned Urban Industrial and earmarked as an "Employment" district on the future land use map in the City's Comprehensive Plan. While this designation appears reasonable considering the property's location amongst predominantly industrial and manufacturing uses, the condition, location, and prominence of the Coakley Building provide both unique challenges and opportunities for any future development or redevelopment.

The sheer size and condition of the building may be an impediment to redeveloping the property with an industrial or employment base. The complex is a collection of 250,000 square feet of buildings in various conditions with different construction types, dates, layouts and finishes. There are also portions of the property which are too deteriorated to preserve or reuse and, in our opinion, there are few areas within the building that are immediately ready for use by an occupant other than the current use as a storage or warehouse facility. It is our opinion future interest in the building under Urban Industrial zoning regulations will be limited to small scale operations in different portions of the building which are most suitable for the individual proposed use. The size,

condition, and capitol required to redevelop the Coakley Building complex as a whole into a useable form drastically limits the range of opportunities and would potentially force industrial-users to look first towards acquisition of existing, operational industrial facilities in the immediate area or new construction sites. However, a *Central Commercial* zoning designation and *Central Mixed* Use classification on the comprehensive plan would allow for a broader array of potential uses and would help facilitate a large-scale, comprehensive redevelopment of the property.

We recognize the advantage of designated employment districts as a vital component of strategic planning as well as the desire to maintain the industrial heritage of this area. While the proposed mixed-use development does not specifically facilitate dense employment, it does create construction jobs, an undetermined number of permanent jobs, and the urban housing opportunities called upon in the Indiana Avenue Redevelopment Plan. A prominent mixed-use housing development would be mutually beneficial to prospective employers and employees in determining suitable locations for business creation, expansion, and housing opportunities. The redevelopment would provide employees of local businesses and within the surrounding industrial park a desirable living environment proximate to many downtown amenities and central to the future transportation corridors planned to traverse the downtown, riverfront and lakefront areas.

Further, it is our opinion redeveloping the Coakley Building complex into a mixed-use destination will help promote the core missions and expedite the implementation of the City's Indiana Avenue Redevelopment Plan. According to the Plan, "The focus of the Indiana Avenue redevelopment is the reinforcement...through enhancement of the existing commercial district with rehabilitation of existing buildings (preservation of historic commercial building stock, redevelopment of vacant sites, and increased business development)." The proposed project directly addresses that goal and provides a unique opportunity for a mixed-use, historic redevelopment to become a focal point and catalyst for future implementation of the plan.

SUMMARY

In consideration of the above, we request the Plan Commission and Common Council consider and approve the Requests for rezoning the subject parcel from Urban Industrial to Central Commercial and an amendment to the City's Comprehensive Plan Map covering the subject parcels from Employment to Central Mixed Use. If granted approval, KCG will work with community and design partners to create design-development plans to submit with a Conditional Use Permit application accompanied by Architectural Board review.

We appreciate your time and consideration of the proposed redevelopment. We hope to build upon the project's momentum and look forward to working collaboratively with the City of Sheboygan to bring this vision to reality. Should you have any questions, please don't hesitate to contact me.

Respectfully,

RJ Pasquesi – President; KCG Development, LLC

KCG Development
11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519
www.kcgdevelopment.com

DATE

Mr. Steve Sokolowski

City of Sheboygan Plan Commission and Common Council
828 Center Avenue
Sheboygan, Wisconsin, 53081

I, Chris Coakley (Seller), support and hereby authorize KCG Development, LLC (Buyer) to submit a rezone and comprehensive plan map amendment application for my property located at 1031 Maryland Avenue.

Owner – Roadster Sheboygan, LLC

1/24/2017
Date

CLK322B

City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 170209
License No: 0000
Date: 02/16/2017
Received By: MMD
Received From: KCG VENTURES, LLC
Memo: 1031 MARYLAND AVE - REZONE
Method of Payment: $200.00 Check No. 000227
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

KCG DEVELOPMENT

SUE -

PLEASE GIVE ME A CALL WHEN YOU HAVE A MOMENT TO DISCUSS THE PLAN COMMISSION DATES. I SPOKE WITH STEVE SOKOLOWSKI PREVIOUSLY, BUT WILL NOT BE ABLE TO MAKE A 2/28 PLAN COMMISSION MEETING. AS SUCH, WE'D LIKE TO "DELAY" THE INITIAL SUBMISSION TO COUNCIL SUCH THAT THE PLAN COM. MEETING WOULD NOT FALL ON THAT DATE.

THANKS!

MATTHEW GILHOOLY
317.409.7776

KCG Development
11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519
www.kcgdevelopment.com

Other Matters

8.1

II

R. O. No. 286 - 16 - 17. By FIRE CHIEF. April 5, 2017.

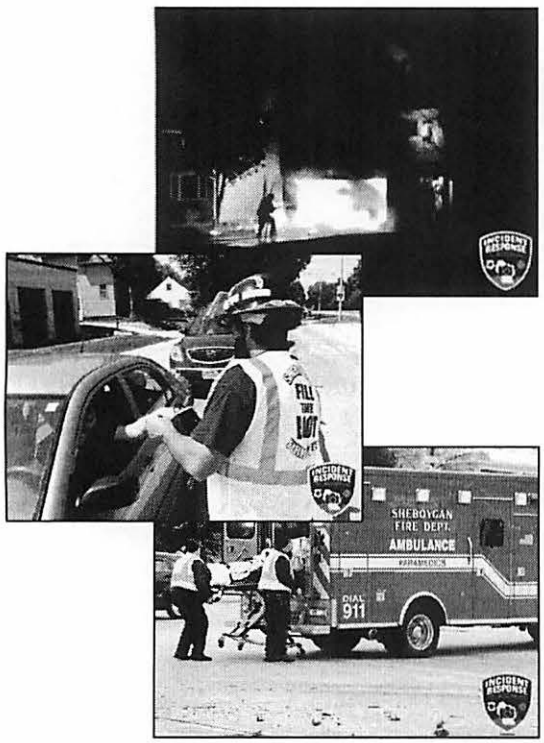
Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2016, and ending December 31, 2016.

PP&S

Fire Chief

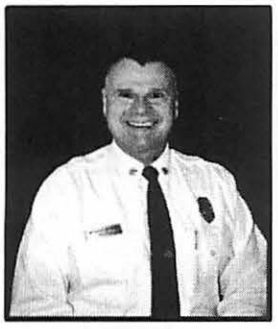
2016

Annual Report



City of Sheboygan

Fire Department



I am honored to present the Sheboygan Fire Department's (SFD) 2016 Annual Report. The report summarizes the department's achievements, statistics and services provided to the City of Sheboygan over the past year

As I complete my third year as Chief of the SFD, I reflect on progress made and challenges overcome. This annual report will highlight statistics in categories such as budget, response types and times. It confirms that the SFD has not only a rich history of 129 years of community service, but also a progressive and professional approach to emergency response, public education, and prevention.

The SFD recognizes its importance within the community. Our members are dedicated to protect the community, its citizens, and visitors with courage, honor and integrity. It is because of this dedication that the department is highly regarded in the community as evidenced by the 2016 citizen survey.

As the emergency services industry has grown, so have the demands on this department. We now assume an "all-hazards" approach in order to best serve the community. Therefore, in addition to fighting fires, the organization and our paramedic program is a leader in emergency medical service delivery and efficiency. In addressing 21st century challenges with a spirit of collaboration and efficiency, the department supports and participates in several Sheboygan County emergency teams including the Sheboygan County Hazardous Material Response Team, the Sheboygan County MABAS Division 113 Dive Rescue Team and the Sheboygan County Fire Investigation Unit.

I am proud that our personnel consistently answer the call of duty; meeting and often exceeding expectations. Since we expect the best of each other, we deliver the best to our customers. The department is measured on quick response times, but equally important is the knowledge, training and overall professionalism our members possess. Our firefighters' passion, expertise and dedication ensure that our citizens experience world-class firefighting, making our members the Department's most valuable resource.

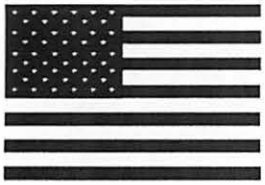
We thank the Police and Fire Commission, Mayor Vandersteen, City Alderpersons, and Administrator Hofland for their continued support, which allows us to provide great services. We also value our excellent relationships with the other City departments, allowing us to work in the context of the larger City team to maximize responsiveness and efficiency.

Respectfully,

Mike Romas

Fire Chief

City of Sheboygan

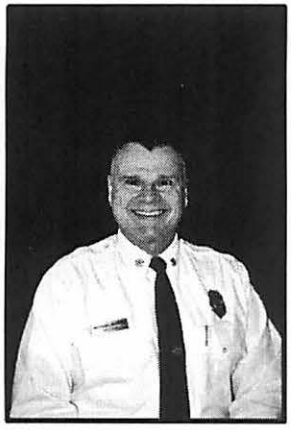


Department Mission

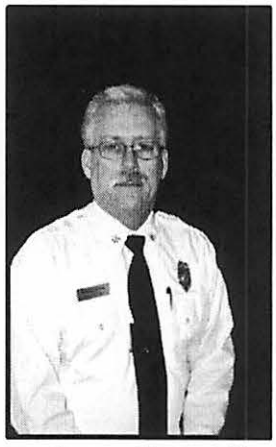
The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement, and education, and at the highest professional level in a compassionate, ethical, and cost effective manner.

Courage * Honor * Integrity

Sheboygan Fire Department Management and Administrative Staff

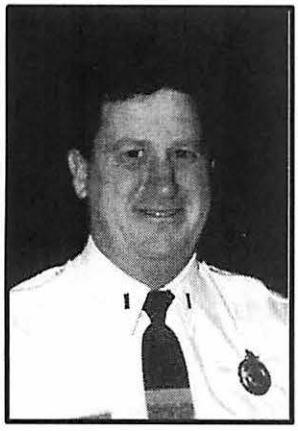


FIRE CHIEF – MICHAEL T. ROMAS
CHIEF OF THE DEPARTMENT

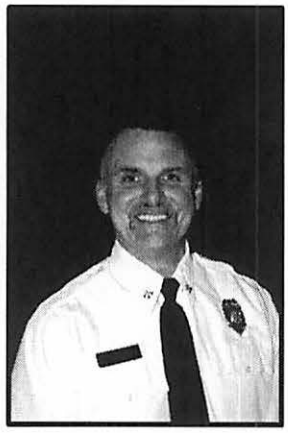


ASSISTANT CHIEF – VERNON KOCH
ASSISTANT CHIEF OF THE DEPARTMENT

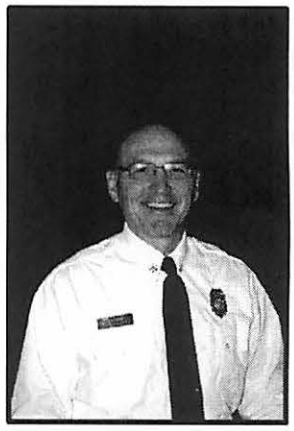
DEPUTY CHIEF – CHARLES BUTLER
EMS/HEALTH AND SAFETY
EMERGENCY MANAGEMENT



BATTALION CHIEF – PAT NICOLAUS
A SHIFT
EMS



BATTALION CHIEF – DEAN KLEIN
B SHIFT
SUPPORT SERVICES

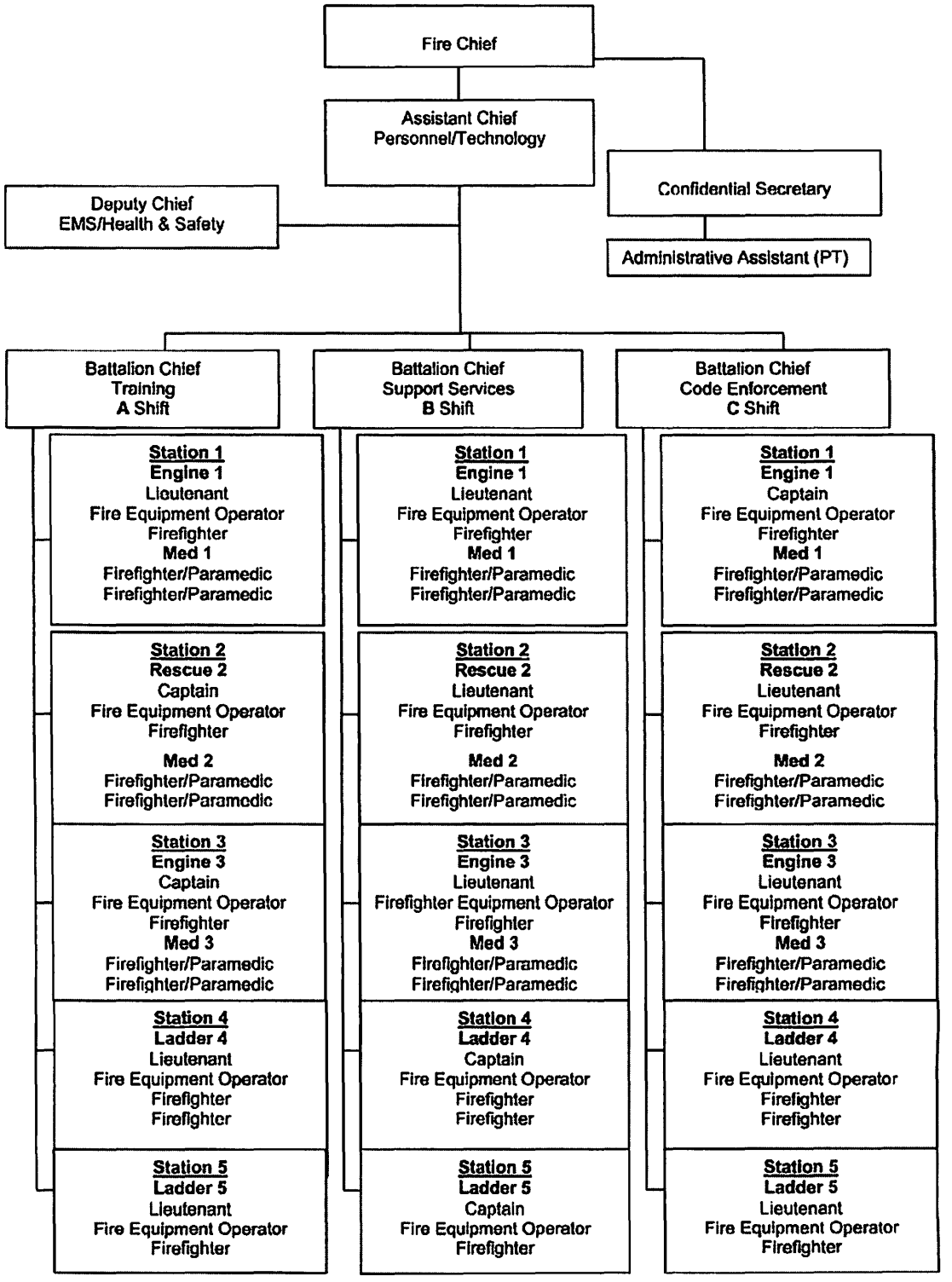


BATTALION CHIEF – KEITH RISSE
C SHIFT
TRAINING

CONFIDENTIAL SECRETARY
LISA HORN

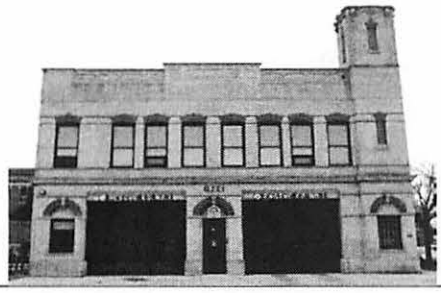
ADMINISTRATIVE ASSISTANT
JENNIFER ALBRIGHT

SHEBOYGAN FIRE DEPARTMENT
TABLE OF ORGANIZATION



Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	61	1.22%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	31	0.62%
118 - Trash or rubbish fire, contained	2	0.04%
131 - Passenger vehicle fire	16	0.32%
138 - Off-road vehicle or heavy equipment fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	7	0.14%
143 - Grass fire	5	0.10%
151 - Outside rubbish, trash or waste fire	1	0.02%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
160 - Special outside fire, other	2	0.04%
162 - Outside equipment fire	7	0.14%
171 - Cultivated grain or crop fire	1	0.02%
211 - Overpressure rupture of steam pipe or pipeline	1	0.02%
251 - Excessive heat, scorch burns with no ignition	3	0.06%
300 - Rescue, EMS incident, other	69	1.38%
311 - Medical assist, assist EMS crew	138	2.76%
320 - Emergency medical service, other	7	0.14%
321 - EMS call, excluding vehicle accident with injury	3506	70.02%
322 - Motor vehicle accident with injuries	133	2.66%
323 - Motor vehicle/pedestrian accident (MV Ped)	18	0.36%
324 - Motor vehicle accident with no injuries.	24	0.48%
331 - Lock-in (if lock out , use 511)	11	0.22%
341 - Search for person on land	2	0.04%
352 - Extrication of victim(s) from vehicle	5	0.10%
353 - Removal of victim(s) from stalled elevator	6	0.12%
356 - High-angle rescue	2	0.04%
361 - Swimming/recreational water areas rescue	2	0.04%
381 - Rescue or EMS standby	8	0.16%
400 - Hazardous condition, other	2	0.04%
411 - Gasoline or other flammable liquid spill	16	0.32%
412 - Gas leak (natural gas or LPG)	27	0.54%
413 - Oil or other combustible liquid spill	13	0.26%
420 - Toxic condition, other	1	0.02%
422 - Chemical spill or leak	29	0.58%
424 - Carbon monoxide incident	21	0.42%
441 - Heat from short circuit (wiring), defective/worn	2	0.04%
442 - Overheated motor	5	0.10%
444 - Power line down	6	0.12%
445 - Arcing, shorted electrical equipment	7	0.14%
451 - Biological hazard, confirmed or suspected	4	0.08%
463 - Vehicle accident, general cleanup	3	0.06%
500 - Service Call, other	2	0.04%
511 - Lock-out	45	0.90%
512 - Ring or jewelry removal	3	0.06%

521 - Water evacuation	2	0.04%
522 - Water or steam leak	9	0.18%
531 - Smoke or odor removal	2	0.04%
542 - Animal rescue	10	0.20%
550 - Public service assistance, other	1	0.02%
551 - Assist police or other governmental agency	19	0.38%
552 - Police matter	2	0.04%
553 - Public service	60	1.20%
554 - Assist invalid	136	2.72%
555 - Defective elevator, no occupants	4	0.08%
561 - Unauthorized burning	74	1.48%
600 - Good intent call, other	42	0.84%
611 - Dispatched & cancelled en route	31	0.62%
621 - Wrong location	4	0.08%
622 - No incident found on arrival at dispatch address	9	0.18%
631 - Authorized controlled burning	16	0.32%
641 - Vicinity alarm (incident in other location)	1	0.02%
651 - Smoke scare, odor of smoke	11	0.22%
652 - Steam, vapor, fog or dust thought to be smoke	11	0.22%
661 - EMS call, party transported by non-fire agency	11	0.22%
671 - HazMat release investigation w/no HazMat	36	0.72%
700 - False alarm or false call, other	6	0.12%
711 - Municipal alarm system, malicious false alarm	1	0.02%
712 - Direct tie to FD, malicious false alarm	1	0.02%
714 - Central station, malicious false alarm	4	0.08%
715 - Local alarm system, malicious false alarm	3	0.06%
731 - Sprinkler activation due to malfunction	26	0.52%
732 - Extinguishing system activation due to malfunction	1	0.02%
733 - Smoke detector activation due to malfunction	45	0.90%
734 - Heat detector activation due to malfunction	2	0.04%
735 - Alarm system sounded due to malfunction	45	0.90%
736 - CO detector activation due to malfunction	24	0.48%
740 - Unintentional transmission of alarm, other	3	0.06%
741 - Sprinkler activation, no fire - unintentional	9	0.18%
743 - Smoke detector activation, no fire - unintentional	33	0.66%
744 - Detector activation, no fire - unintentional	8	0.16%
745 - Alarm system activation, no fire - unintentional	34	0.68%
746 - Carbon monoxide detector activation, no CO	9	0.18%
812 - Flood assessment	1	0.02%
814 - Lightning strike (no fire)	1	0.02%
911 - Citizen complaint	1	0.02%
TOTAL INCIDENTS:	**5007**	**100.00%**

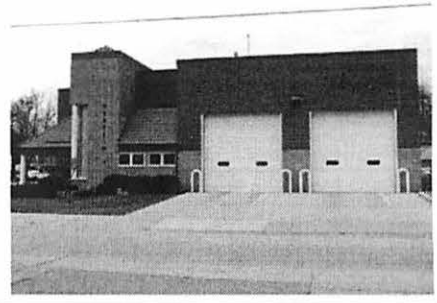


Fire Station #1
833 New York Avenue
Engine 1
Med 1

Fire Station #2
2413 South 18th Street
Rescue 2
Med 2
Trench Rescue Trailer

Fire Station #3
1326 North 25th Street – Department Headquarters
Engine 3
Med 3
Battalion Chief Car
Med 6 (Reserve Ambulance)

Fire Station #4
2622 North 15th Street
Ladder 4
Engine 6 (Reserve Engine)



Fire Station #5
4504 South 18th Street
Ladder 5
Engine 7 (Reserve Engine)

Services Provided by the Sheboygan Fire Department

Fire Suppression and Rescue
Rope Rescue
Excavation Rescue
Confined Space Rescue
Water/Ice Rescue
Automobile and Industrial Extrication
Emergency Management
Advanced Life Support Response
Fire Safety Building Inspections
Smoke Alarm Installations
Code Enforcement
Building Plan Review
Fire Safety Training for Businesses
Medical Transports
Public Service/Assistance
Hazardous Materials Response
School Fire Safety Education
Special Event Standby
Fall Prevention Referrals

Equipment, Facilities, and Vehicles Status Update

Equipment

In 2016 all fire department self contained breathing apparatus (SCBA) were replaced with new Scott equipment including tanks, harnesses, and facepieces. All employees were fit tested to the new facepieces.

A complete set of electric extrication tools are being investigated for purchase and use in 2017.

A full set of hose ramps capable of providing access over two charged 5" hoselines was received from Acuity Insurance to provide egress from their parking structure should lines be stretched across the egress drive. These ramps will also be useful for similar situations in other areas around town. Our thanks to Acuity for their generosity.

Apparatus

Two of the three ambulances that were being remounted to new chassis were received and put into service in 2016. Each of these vehicles has had a vehicle router and wifi capable components added to them to provide wifi signal around the vehicles and to leverage a single data card rather than pay for individual data cards for each single piece of equipment. (Narcotic Safe, Lifepak 15 Heart Monitor, Toughbook computer for EMS Patient Care Records and other applications, and Mobile Data Terminal)

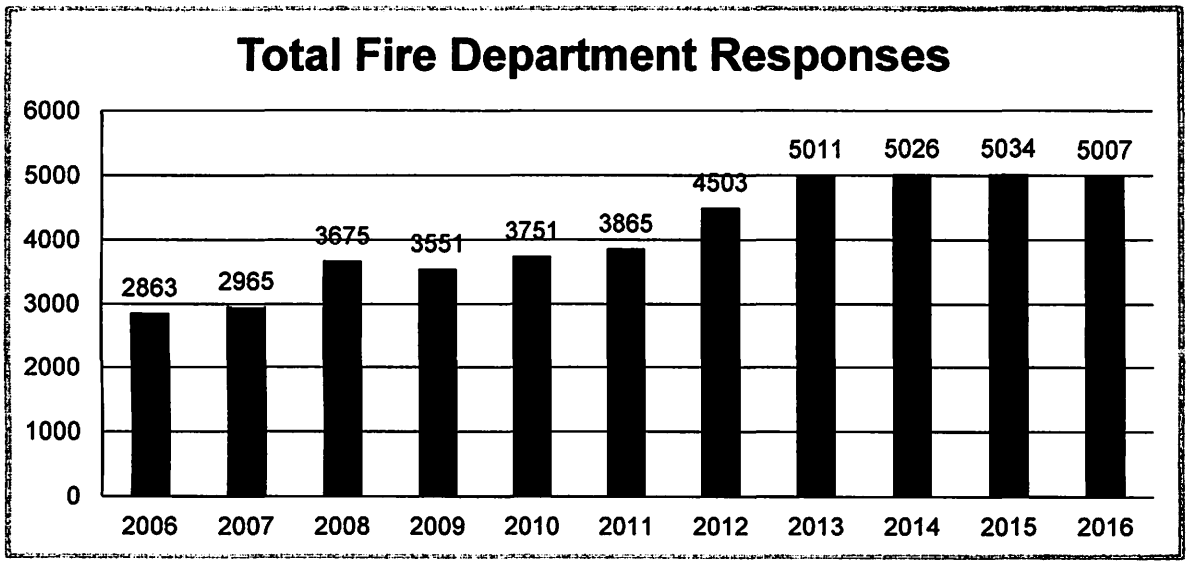
In 2016 all fire apparatus have been equipped with the Utility Rocket Vehicle Routers. These will provide a more stable connection for the Mobile data Terminals and will also provide a WiFi signal for responders to access important information in the field as needed.

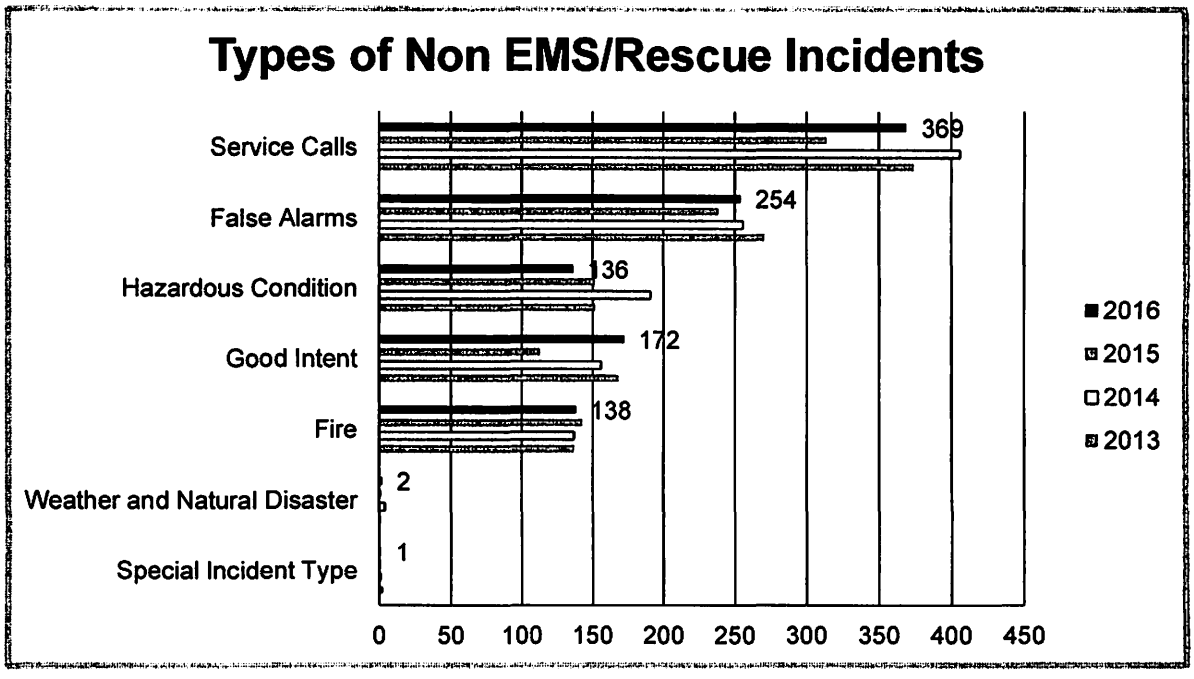
Buildings

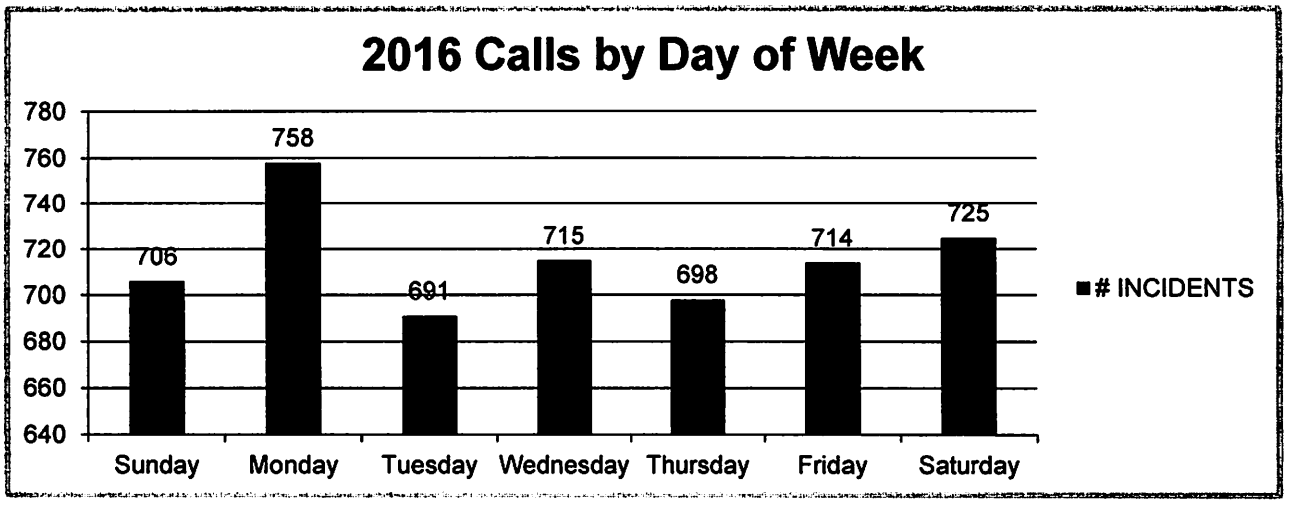
In 2016 there was only general maintenance performed on the fire stations with the exception of remodeling upgrades to the Station #3 Headquarters Training Room and the current City/County Emergency Operations Center. There was a great deal of study and deliberations on major repairs needing to be performed on Station #1 and Station #2. This work, based on the building surveys, is scheduled to begin in 2017 and beyond as part of the Capital Improvement Projects.

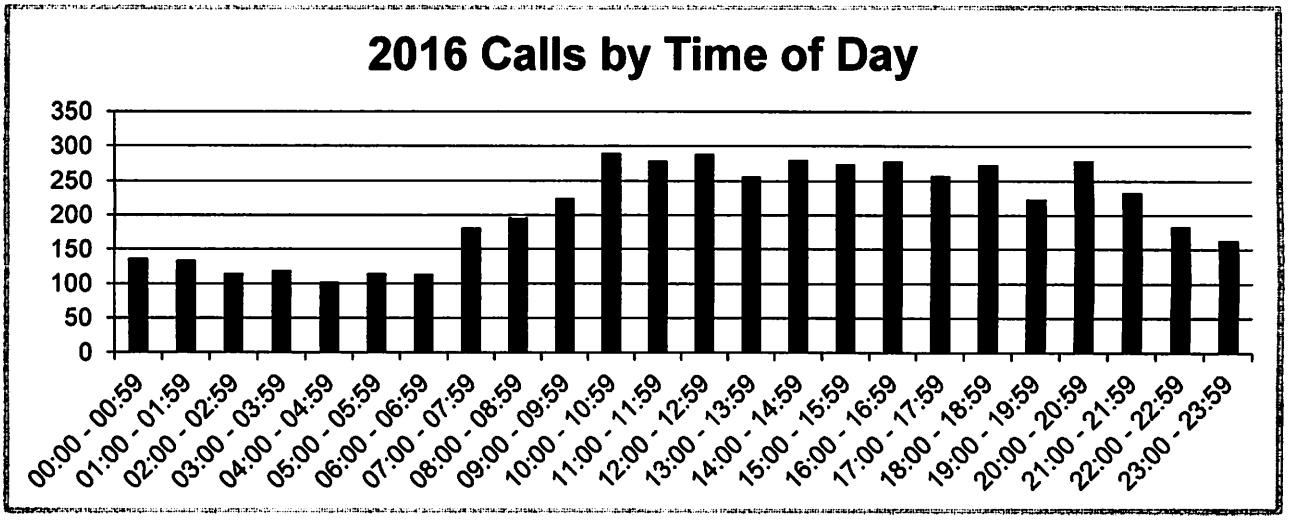
Response Statistics

Total Number of Responses







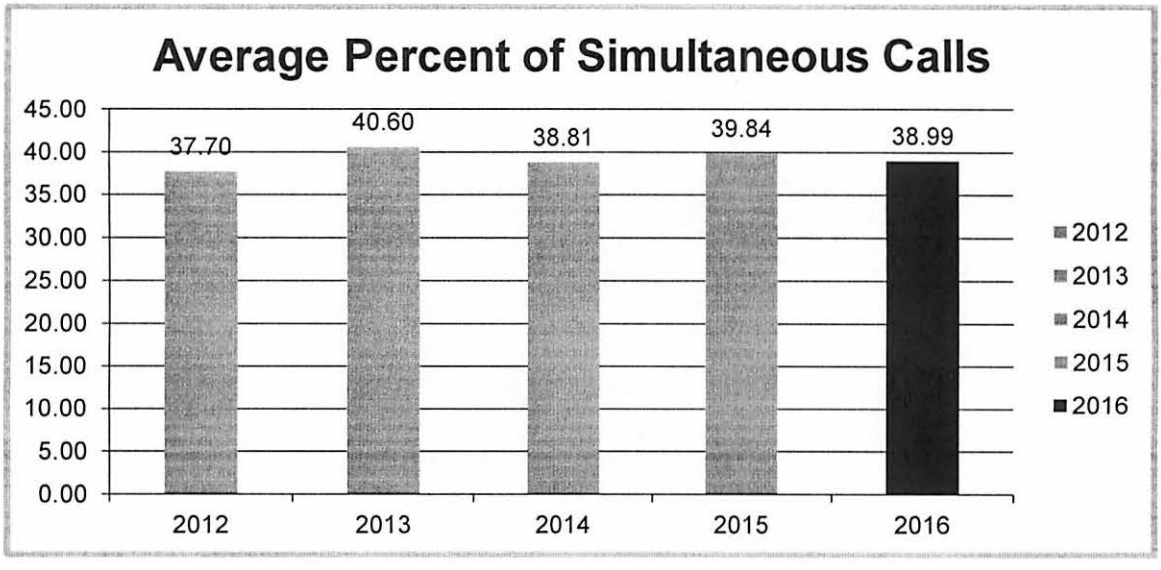


The *Calls by Day of Week* and *Calls by Time of Day* graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.

Mutual Aid Given/Received

	2012	2013	2014	2015	2016
Incidents with Mutual Aid Received	5	7	5	5	4
Incidents with Mutual Aid Given	8	9	8	8	8
Other Responses Outside of City	5	20	26	19	21

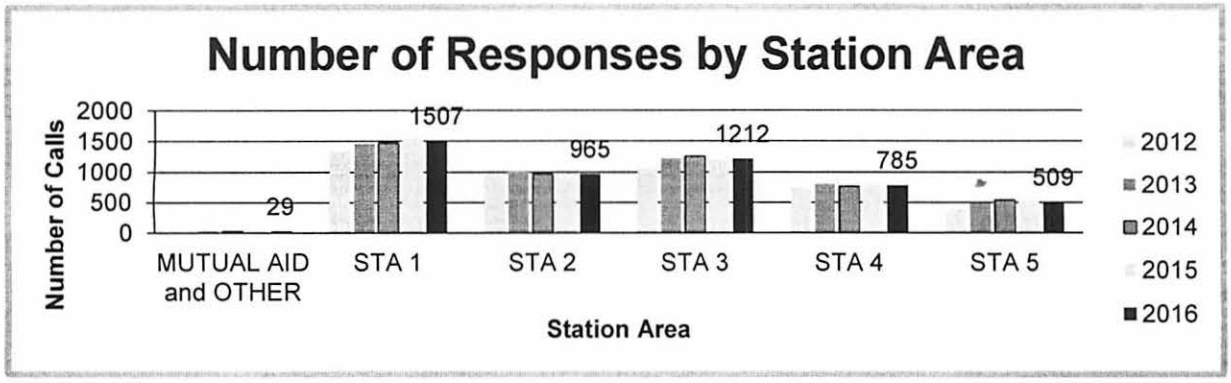
Concurrent Calls



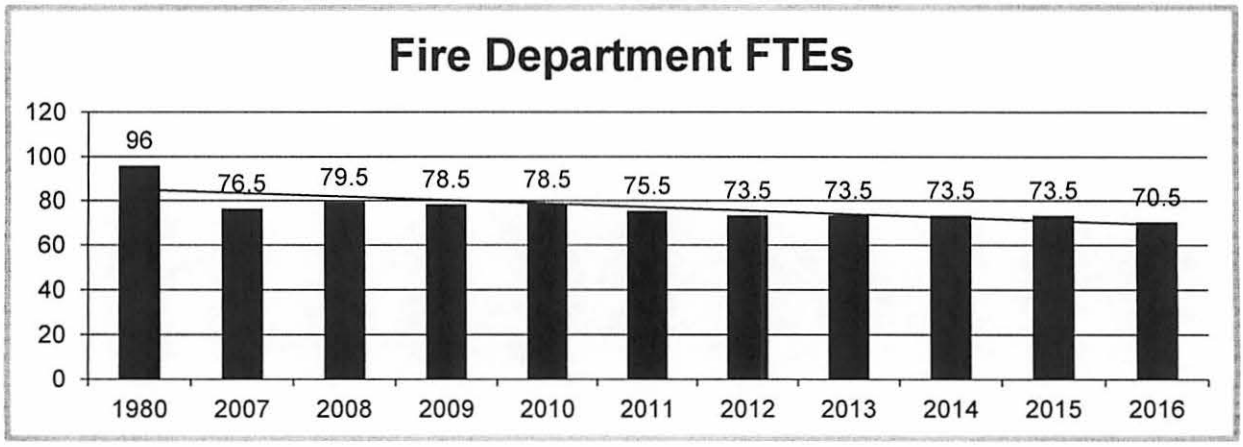
The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2016 there was a slight decrease in concurrent calls from the previous year, but that decrease was insignificant and represented a relatively flat trend, which would suggest a relatively stable call volume overall.

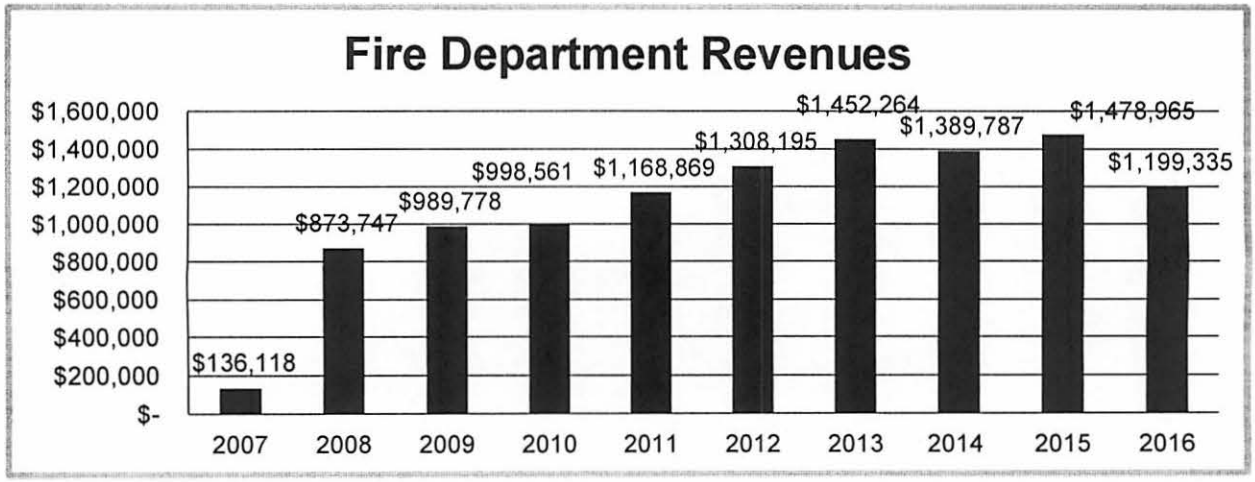
Fire Related Deaths

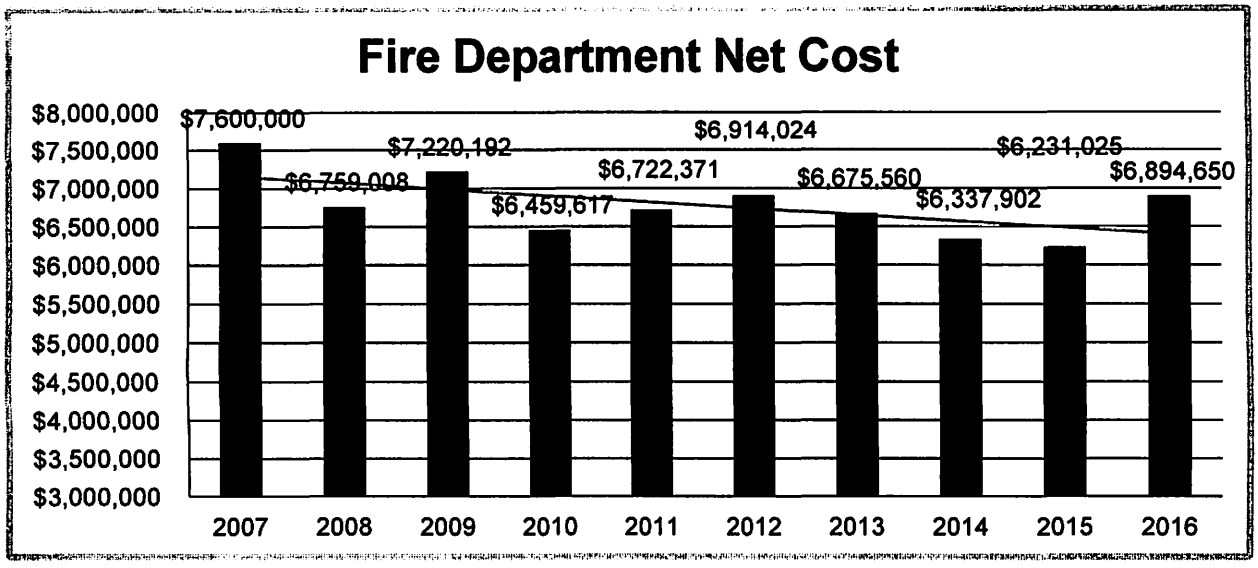
	2012	2013	2014	2015	2016
Fire Deaths	0	1	1	0	1

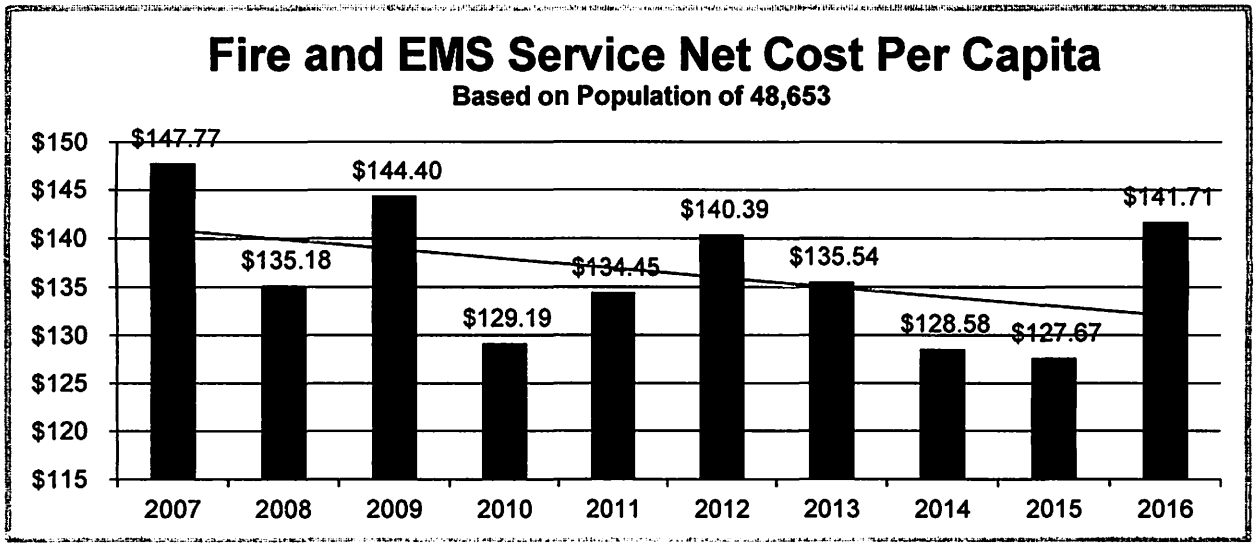


The *Response Requests by Station Area* graph is the total number of incidents as divided by Fire Station Single Alarm response area as designated by the fire department. These response areas are established to maintain appropriate response times as set forth by the National Fire Protection Association (NFPA).

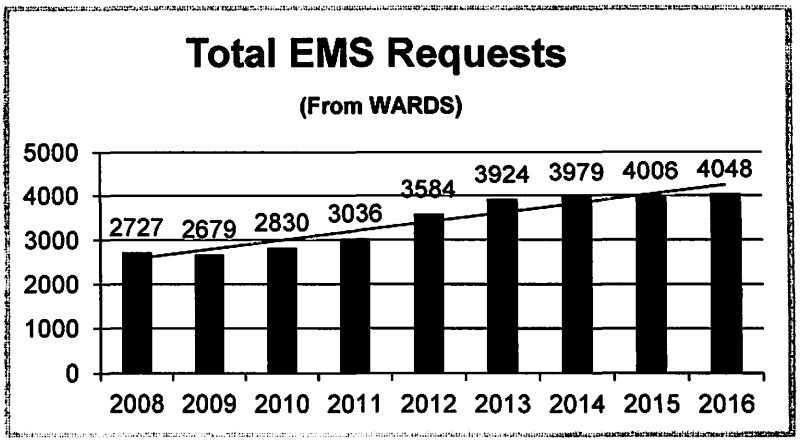





Fire Department Net Cost
$8,000,000
$7,500,000
$7,000,000
$6,500,000
$6,000,000
$5,500,000
$5,000,000
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$7,600,000
$6,759,008
$7,220,192
$6,459,617
$6,722,371
$6,914,024
$6,675,560
$6,337,902
$6,231,025
$6,894,650
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016


Fire and EMS Service Net Cost Per Capita
Based on Population of 48,653
$150
$145
$140
$135
$130
$125
$120
$115
$147.77
$135.18
$144.40
$129.19
$134.45
$140.39
$135.54
$128.58
$127.67
$141.71
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016

Emergency Medical Services



The Sheboygan Fire Department is nearing its tenth year of providing paramedic level EMS transport services to the citizens of Sheboygan.

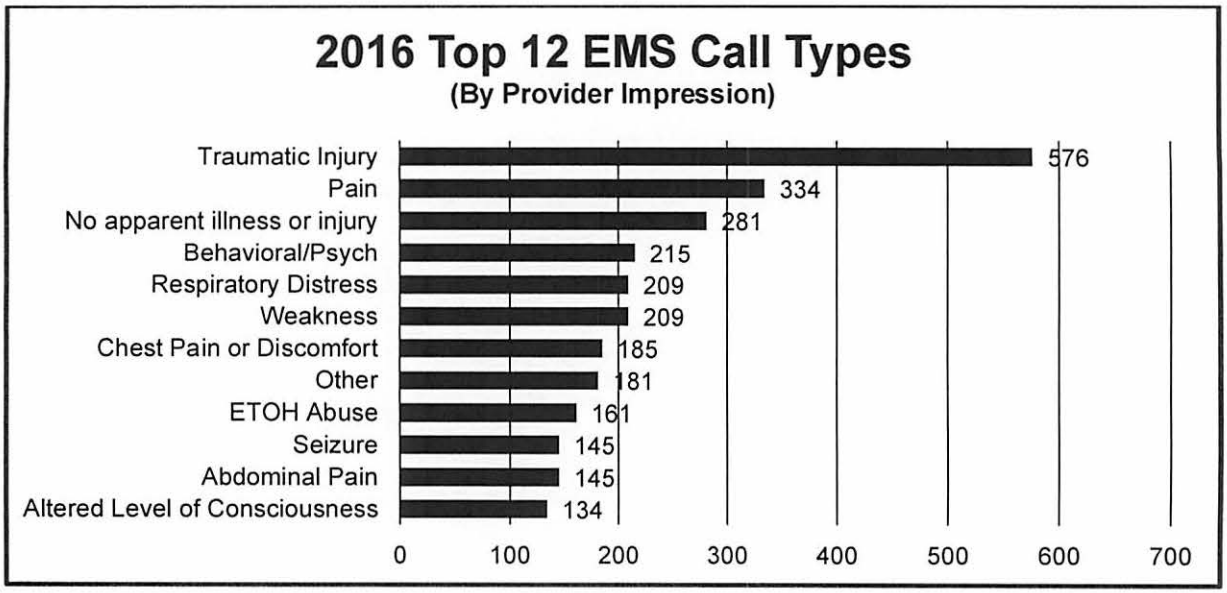
The Sheboygan Fire Department maintains a fleet of four ambulances for providing care and transport to the sick and injured. During the past nine years the department has continued to provide a quality, consistent, and compassionate service to the community.

As a value added service of the Fire Department, the revenues generated through the provision of the ambulance service aid in offsetting the cost of a effective and efficient fire department. This is done through the use of cross-trained personnel with a great deal of education and training and who are prepared to meet the emergency and non emergency needs of those it serves, whether it be a medical emergency, a fire, or another service need. Each ambulance vehicle also carries firefighting equipment for the firefighter/paramedics who staff those vehicles. This allows those personnel to also be able to respond to fires should they occur.

Recently, all four of the Fire Department ambulances have been refitted to new vehicle chassis to cost effectively provide service for many years to come. Each of these vehicles is now equipped with a liquid spring suspension system designed to provide a safer and more comfortable ride.

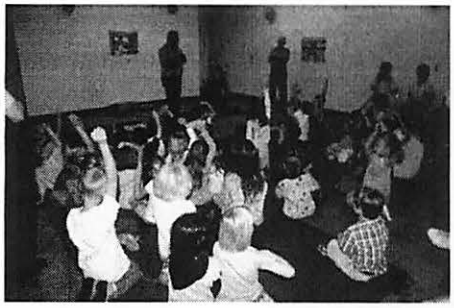
The Sheboygan Fire Department is also interested in preventing injury that might cause need for someone to use an ambulance. As part of our injury prevention efforts, we have partnered with the Aging and Disability Resource Center (ADRC) in assisting with a referral program that provides for education and support from the ADRC for those who may need assistance or education about preventing falls in the home. When it recognized through our contact, that a person might be in need of assistance or support, our crews will offer the referral and we will make contact with the ADRC to have them make contact with the individual and offer assistance. Our goal is to encourage every ambulance service in the county to provide this service and connection to the resources they need.

Year	Total Patient Contacts	Total Transports	No Transport Rate
2016	4048	3208	21%
2015	4006	3285	18%
2014	3979	3287	17%
2013	3924	3274	17%
2012	3584	2975	17%
2011	3036	2478	18%
2010	2830	2361	17%
2009	2679	2172	19%
2008	2727	2282	16%



Fire Prevention and Public Education

In an effort to reduce the loss of life, injury, and property loss in the City of Sheboygan, the Sheboygan Fire Department is dedicated to providing education to the public as part of its mission.



As the hazards presented to the public change, so will the program offerings to the public. It is the department's intent to keep the education of our firefighters current to better offer training to the public about the hazards faced by members of the public and how to better avoid them.

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education that the department maintains a culture of safety in the community.

FAMILIES PARTICIPATE IN ACTIVITY GAME DESIGNED AND BUILT BY DEPARTMENT MEMBER

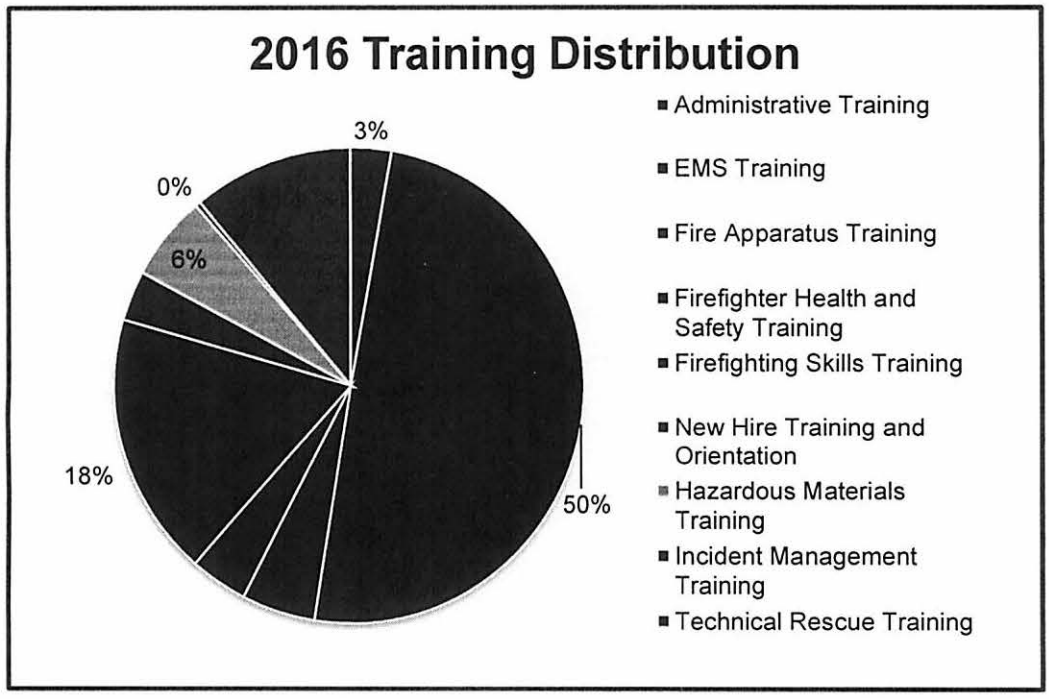
This general program area of public education is vital to the success of the fire department mission. The funding for the materials used for the school programs is largely generated through a program developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for donations toward the program by NFSC on the department's behalf and those funds are used by the department to purchase all of the fire prevention materials used in the public education programs delivered in the schools.

Training and Resource Development

The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. Training and preparation is tailored to create effectiveness, efficiency, and safety when the fire department responds to incidents. The Sheboygan Fire Department provides for training of its employees through many different programs using a variety of methodologies that are designed to best meet the needs of the department both fiscally and operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.

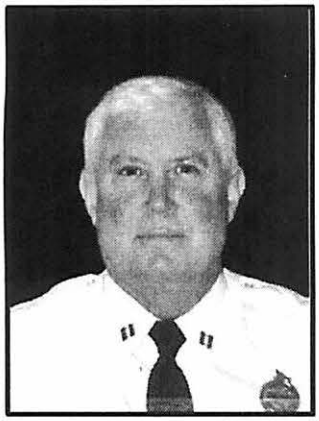
The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training and monitored compliance with mandatory training requirements. Training for the department is coordinated through Battalion Chief Keith Risse. One of the ways the Sheboygan Fire Department works to maintain cost effective training is through the development and utilization of in-house instructors. These instructors are from both the line and staff of the fire department. Thirteen of the department's instructors are certified through the Wisconsin State Technical College System in various areas including Emergency Medical Services, Technical Rescue, Firefighting, and Incident Management. Where no qualified instructor is available from within the department the department will occasionally send an individual to train-the-trainer education for that topic, or an outside instructor is brought to the department.

Much of the training and education in the department is conducted through the use of internet based learning management systems that contain a wide variety of topics in almost every area of fire/rescue response. In 2016 the Sheboygan Fire Department training room received a much-needed update and makeover. In early 2017, the project will be complete with a state-of-the-art two-way videoconferencing system that will allow training and meetings to be conducted to all of the stations from a central point. Training can be also delivered from outside of the department to each of the stations. This system will significantly improve communications in the department and will allow for more time with response vehicles in their own running areas rather than having to always head to the headquarters station for training. This will reduce response times, risk of vehicles on the road, and lessen duplication of instructor time. All content delivered through the system can be recorded and watched at a later date for review or make up for personnel who are absent during the initial delivery.



CATEGORY	TOTAL HOURS
Administrative Training	246
EMS Training	4359
Fire Apparatus Training	442
Firefighter Health and Safety Training	347
Firefighting Skills Training	1580
New Hire Training and Orientation	447
Hazardous Materials Training	505
Incident Management Training	30
Technical Rescue Training	1137
TOTAL TRAINING HOURS	**9093**

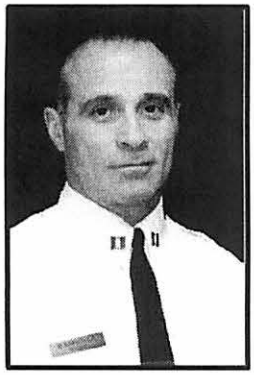
Retirements in 2016*



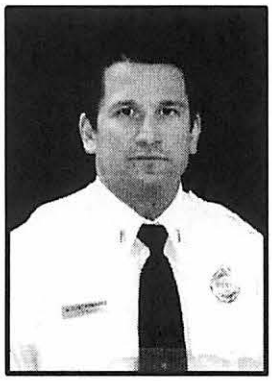
CAPTAIN ROBERT IRISH

*Firefighter/Paramedic Siewert left the Sheboygan Fire Department in 2016 to pursue other employment opportunities.

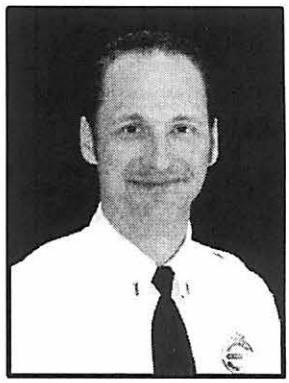
Promotions in 2016



CAPTAIN
EFREM CAPETILLO

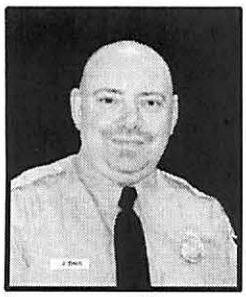


LIEUTENANT
ANDREW QUACKENBOSS

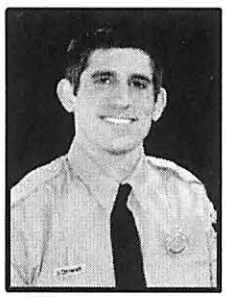


LIEUTENANT
STEVEN ZIEBELL

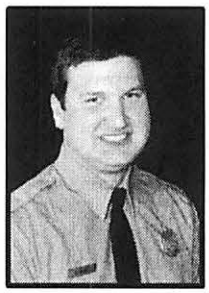
New Employees



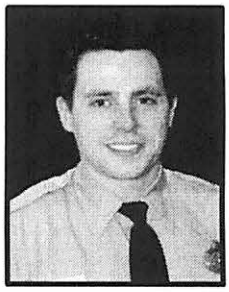
FIREFIGHTER/PARAMEDIC
ROY BRION



FIREFIGHTER/PARAMEDIC
JESTIN DEMERATH

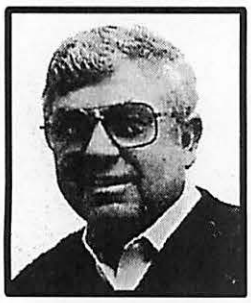


FIREFIGHTER/PARAMEDIC
RANDALL KISER



FIREFIGHTER/PARAMEDIC
WILLIAM CHEREK

In Memoriam



Robert Weinberger

Born: 1933
Appointed: 1948
Retired: 1985
Retired a Deputy Chief
Returned to Quarters: 2016

James Hengst

Born: 1926
Appointed: 1953
Retired: 1985
Retired a Firefighter
Returned to Quarters: 2016

Thank you to Asher Heimermann of Incident Response for his photographs that appear in this annual report.

Other Matters

8.2

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.

City Clerk

SIDEWALK CAFÉ LICENSE (April 14, 2018)

No.	Name	Address
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
1420	Manning, Nancy C.	728 Oad Tree Rd.
1448	Raut, Sangita	100 Evans Court #C, Sheb. Falls
1437	Schaalma, Megan L.	2407 N. 22nd St.
1449	Schwochert, Roxanne R.	W5729 Garton Rd., Plymouth
1441	Staaben, Jeffrey P.	1339 Carl Ave.
1416	Stevens, Angela K.	1438 S. 9th St.
1403	Valencia, Jose L.	75 Rubina Ln. #5, Fond du Lac

TAXICAB DRIVER'S LICENSE (December 31, 2017)

No.	Name	Address
1413	Brotz, James E.	2403 S. 8th St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
0926	Jaber, Ali M.	1207 Kentucky Ave.
1414	Schueffner, Steven	3822 S. 14th St.
1430	Torres, Gregory Moses C.	3431 N. 10th St., #322

III

Other Matters

8.3

Res. No. 243 16 - 17. By Alderperson Wolf. April 5, 2017.

A RESOLUTION authorizing the submittal of a grant application to the U.S Department of Agriculture Forest Service, 2017 Great Lakes Restoration Initiative: Enhance Coastal Wetlands program.

WHEREAS, the City of Sheboygan owns property adjacent to the Pigeon River and has applied for other grant funds to eliminate invasive species;

WHEREAS, this federal grant will provide up to $100,000 to plant native tree and shrub species in the areas that were treated for invasive species within the Pigeon River watershed on city owned property.

NOW, THEREFORE BE IT RESOLVED: That City of Sheboygan Common Council request funds and assistance from U.S. Forest Service and will comply with the appropriate rules for the program, and Mayor and City Clerk to act on behalf of the City of Sheboygan in signing any documents related to the grant.

Finance

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

GRANT INFORMATION FORM

Department City Development DATE 4/5/17

Grantor Agency U.S.D.A. Forest Service

[✓] Federal [ ] State [ ] Other

Grant Name Enhance Coastal Wetland Filtration

Grant Number _____ Grant Amount $ 100,000 Matching Funds $ none

Program & Number USDA-FS-2017-GLRI Federal CFDA # 10.664

Matching Funds available in account number No match req'd

Purpose of the Grant

To plant native species of trees in the Pigeon River watershed on city owned property. This will replace trees in areas where invasive species are removed along the banks of the Pigeon River. Work to be done by outside contractor.

Person preparing grant proposal _____ (Signature)

Department Head approving grant proposal _____ (Signature)

Council Document Number approving grant submission _____ Please Attach

II

Other Matters

8.4

R. O. No. 288 - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting the final plat of Aspen Trail Estates located to the east of N. 61st Street in the in the Town of Sheboygan, transmitted by J.E. Arthur and Associates, Inc.

City Plan

City Clerk

J. E. ARTHUR AND ASSOCIATES, INC.

ENGINEERS • SURVEYORS

548 Prairie Road
Fond du Lac WI 54935

Phone: 920/922-5703

April 3, 2017

City of Sheboygan
Sue Richards, Clerk
828 Center Ave. Suite 100
Sheboygan, WI 53081

Re: Final Plat of Aspen Trail Estates

Dear ~~Lauri~~ Sue:

Enclosed, please find 1 copy of the above-mentioned Final Plat of Aspen Trail Estates. On behalf of the owner, we request that the plat be placed on your next Plan Commission agenda and be considered for approval.

Please notify us of when the meeting for action on this plat will be held, that we may inform the owner.

Copies of this plat will be submitted to the Department of Administration, the Town of Sheboygan, Village of Kohler, and Sheboygan County Planning under separate cover. Should you have any questions or concerns regarding this submittal, please contact this office.

Sincerely,

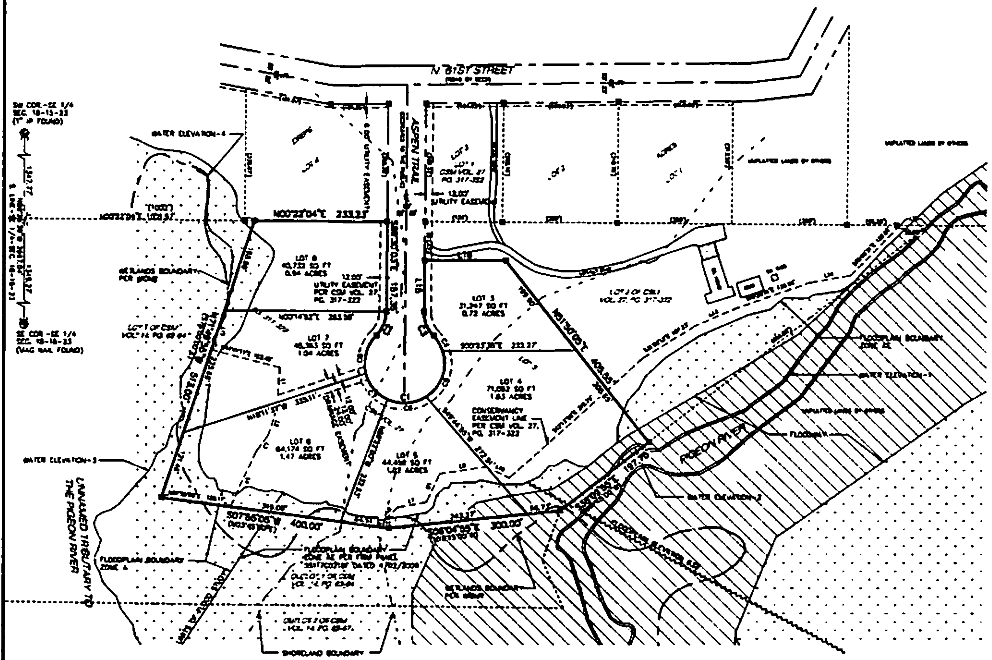
Eric R. Otte P.E., PLS
President
J. E. Arthur and Associates, Inc.

encs.
P:\JEAAA Documents\Survey Documents\LOI 4000-\4828 final-plt-city-trans.doc

SHEET 1 OF 2 SHEETS | VOL. PG.

ASPEN TRAIL ESTATES

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



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

DATED THIS______ DAY OF ____________ 20__

REVISED THIS______ DAY OF ____________ 20__

REVISED THIS______ DAY OF ____________ 20__

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified ________________, 20___

Department of Administration

TOTAL AREA
387,030 SQ FT
8.82 ACRES

100 0 100 200
SCALE 1"=100' FEET

NORTH POINT REFERENCED TO THE SOUTH LINE OF THE SE 1/4, SECTION 18-15-23 RECORDED AS N88°25'38"W PER SHEBOYGAN COUNTY COORDINATE SYSTEM

LEGEND

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

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

MEASUREMENTS

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

Parcel Line Table		
Line #	Direction	Length
L1	S88°05'18"E	48.66'
L2	S71°36'56"E	47.74'
L3	S35°05'33"E	34.86'
L4	S85°36'54"E	108.87'
L5	N77°53'35"W	14.49'
L6	S43°30'21"E	31.36'
L7	S08°36'33"E	50.07'
L8	S86°08'41"E	55.85'
L9	S08°45'34"E	83.36'
L10	S27°37'08"W	43.00'
L11	N07°36'05"E	9.80'
L12	N00°22'04"E	46.88'
L13	S23°50'33"E	78.80'
L14	S10°08'38"E	74.37'
L15	N88°30'03"W	88.88'
L16	N00°05'34"E	140.77'
L17	S71°48'35"E	71.67'

Curve Table								
Curve #	Lot	Length	Radius	Delta	Chord Direction	Chord Length	Tan Brg. In	Tan Brg. Out
C1	MAIN	320.23'	70.00'	268°38'02"	N02°29'37"E	103.15'	S46°10'33"E	S46°10'26"W
C2	MAIN	46.43'	60.00'	44°19'31"	S67°20'18"E	45.27'	S88°30'03"E	S46°10'33"E
C3	MAIN	46.43'	60.00'	44°19'31"	S68°20'11"W	45.27'	S46°10'25"W	N88°30'03"W
C4	LOT 3	31.87'	70.00'	23°35'20"	S38°08'08"W	31.40'		
C5	LOT 4	91.88'	70.00'	75°02'37"	N70°22'53"W	85.27'		
C6	LOT 8	71.30'	70.00'	58°16'38"	N03°45'15"W	68.17'		
C7	LOT 6	61.39'	70.00'	50°13'15"	N50°30'05"E	59.35'		
C8	LOT 7	72.37'	70.00'	59°14'17"	S74°47'40"E	69.19'		

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

WATER ELEVATION-1
JANUARY 4, 2017
WATER ELE. = 835.43
ORDINARY HIGH WATER MARK = 838.1
100 YEAR FLOOD ELEV. = 840.7

WATER ELEVATION-2
JANUARY 4, 2017
WATER ELE. = 834.73
ORDINARY HIGH WATER MARK = 835.3
100 YEAR FLOOD ELEV. = 838.8

WATER ELEVATION-3
JANUARY 4, 2017
WATER ELE. = 835.43
ORDINARY HIGH WATER MARK = 838.0
100 YEAR FLOOD ELEV. = NOT DETERMINED

WATER ELEVATION-4
JANUARY 4, 2017
WATER ELE. = 838.22
ORDINARY HIGH WATER MARK = 840.0
100 YEAR FLOOD ELEV. = NOT DETERMINED

ORDINARY HIGH WATER MARK IS FOR REFERENCE ONLY

ELEVATIONS REFERENCED TO NAVD '88 DATUM

BENCHMARK

BURY BOLT ON HYDRANT AT THE INTERSECTION OF N 81ST STREET AND ASHWOOD DRIVE ELEVATION = 838.77

BRONZE DISK STAMPED KOHLER 1934 AT THE SOUTHWEST CORNER OF CTH "PP" AND WEST RIVERSIDE DRIVE. ELEVATION = 878.25

LOCATION MAP