

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

# Resignation

July 11, 2016

It is with much sadness that I have decided to send this email letter. I am immediately resigning from the Board and my position as President. I also am stepping down as the representative from Ellis to the MNLC. I have taken a part-time job in the Madison area and it keeps me out of town for days at a time. There is a possibility it may go to full-time in the near future. It is more and more difficult to make it to the meetings. To compound this issue, I am facing a hip replacement very soon. I will know more details on that next week.

I have struggled with this decision, but know it is for the best. I do wish you the best in your future ventures. Whoever you select as President, I will be willing to turn over all my files to him/her. Thank you for the opportunity I have had to work with you.

Diane Wilcenski

1.5



July 5, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration for the Mayor's Neighborhood Leadership Cabinet for the Indiana Corridor Neighborhood Association:

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
DEAN DEKKER (PRIMARY)	07/05/2016	04/30/2017
PETER SJOLLEMA (ALTERNATE)	07/05/2016	04/30/2017

  
MICHAEL J. VANDERSTEEN, MAYOR

Lies over

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Hearing No.       - 16 - 17. July 18, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to discontinue an alleged public way located within the bounds of city-owned lanes commonly known as the "Schuchardt Farm Property."

All interested persons will now be heard.

**Sheboygan County Sheriff's Dept.**

**525 North 6th Street  
Sheboygan, WI 53081  
920-459-0374**

**Invoice**

DATE	INVOICE NO.
6/15/2016	49598

BILL TO
Sheboygan City Clerk City Hall - 828 Center Avenue Sheboygan, WI 53081-4496

JUN 20 '16 PM 12:35

TERMS
Due on receipt

ITEM	DESCRIPTION	QTY	SERVICE DA...	RATE	AMOUNT
Service	Letter  RE: Vacaton & Discontinuation of an Alleged Public Way "Schuchardt Farm Property" Court No: 10-16-17 Served: Jon Dolson Melissa Bertschy	2	6/14/16 6/14/16	60.00	120.00



CITY CLERK  
CITY HALL - SUITE 100  
828 CENTER AVENUE  
SHEBOYGAN, WI 53081-4496

PI  
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\$120.00

I

Hearing No.           - 16 - 17. July 18, 2016.

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 PPUD to Class South Pier PUD Classification:

Property is interior vacant land on South Pier:

**Lot 6 Description**

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.

**Lot 7 Description**

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.

**Lot 8 Description**

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE NORTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A

POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.

**Lot 9 Description**

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All interested persons will now be heard.

Publish - ~~June 24<sup>th</sup>~~ and July 1st **July 8<sup>th</sup>**  
(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., July 18, 2016, 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 PPUD to Class South Pier Sheboygan PUD Classification:

Property is interior vacant land on South Pier:

**Lot 6 Description**

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**Lot 8 Description**

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26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.  
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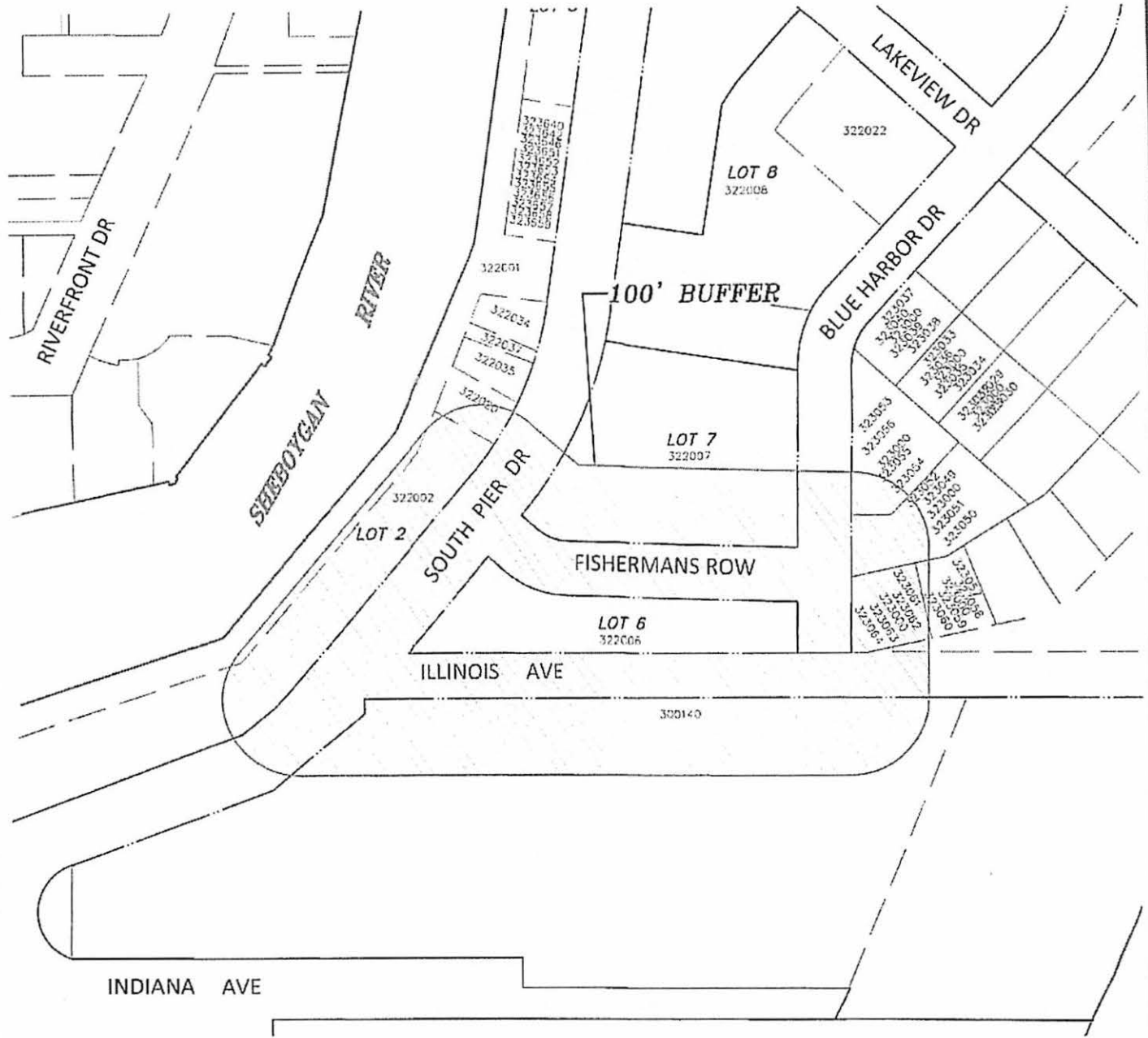
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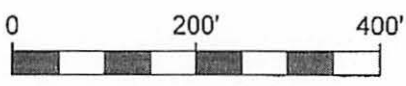
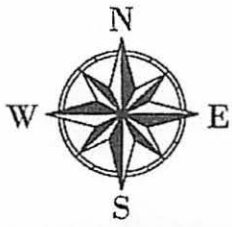
SUSAN RICHARDS  
City Clerk

# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

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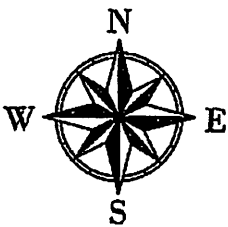
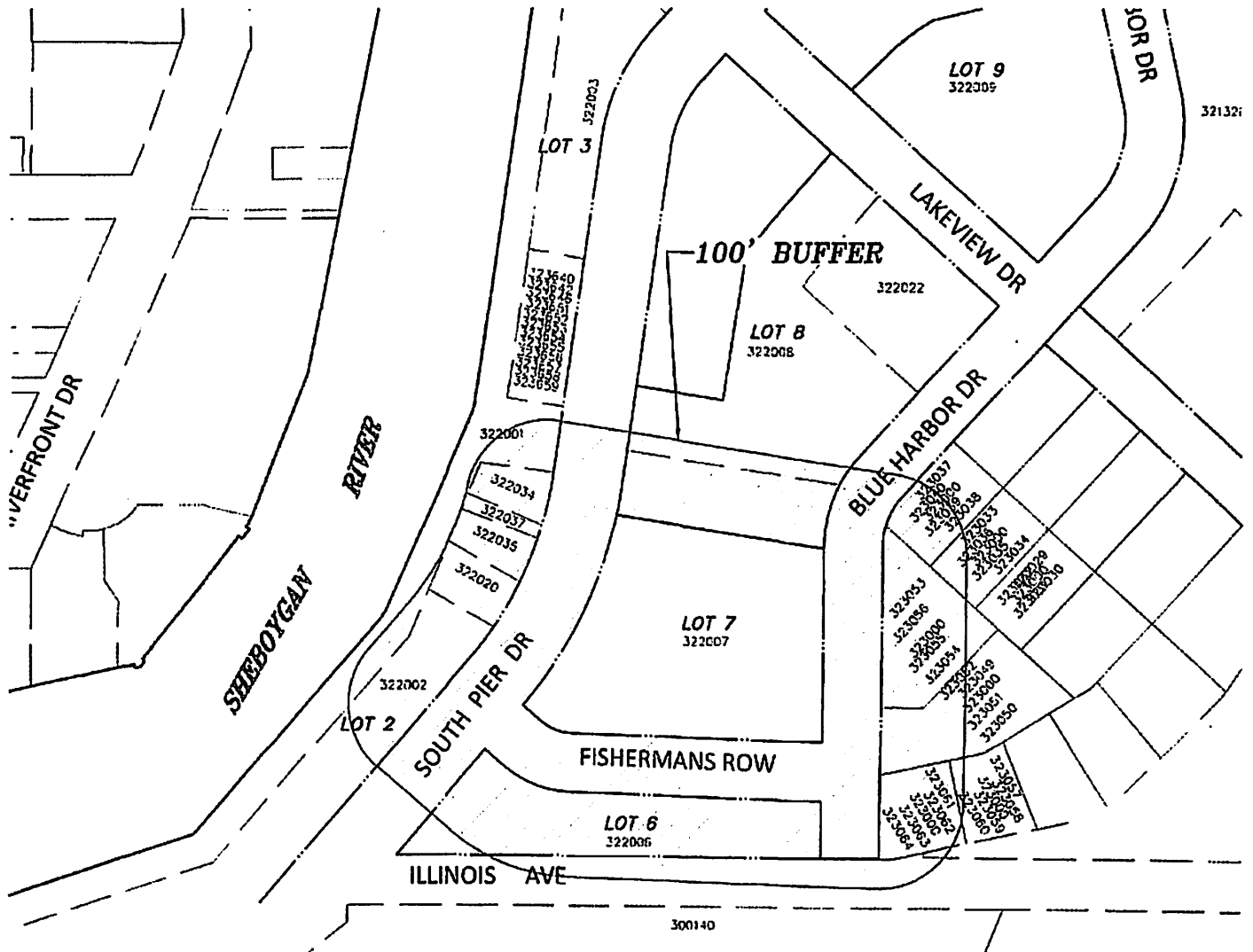
ALL SOUTH PIER AREA ZONED PPUD



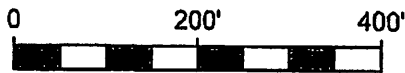
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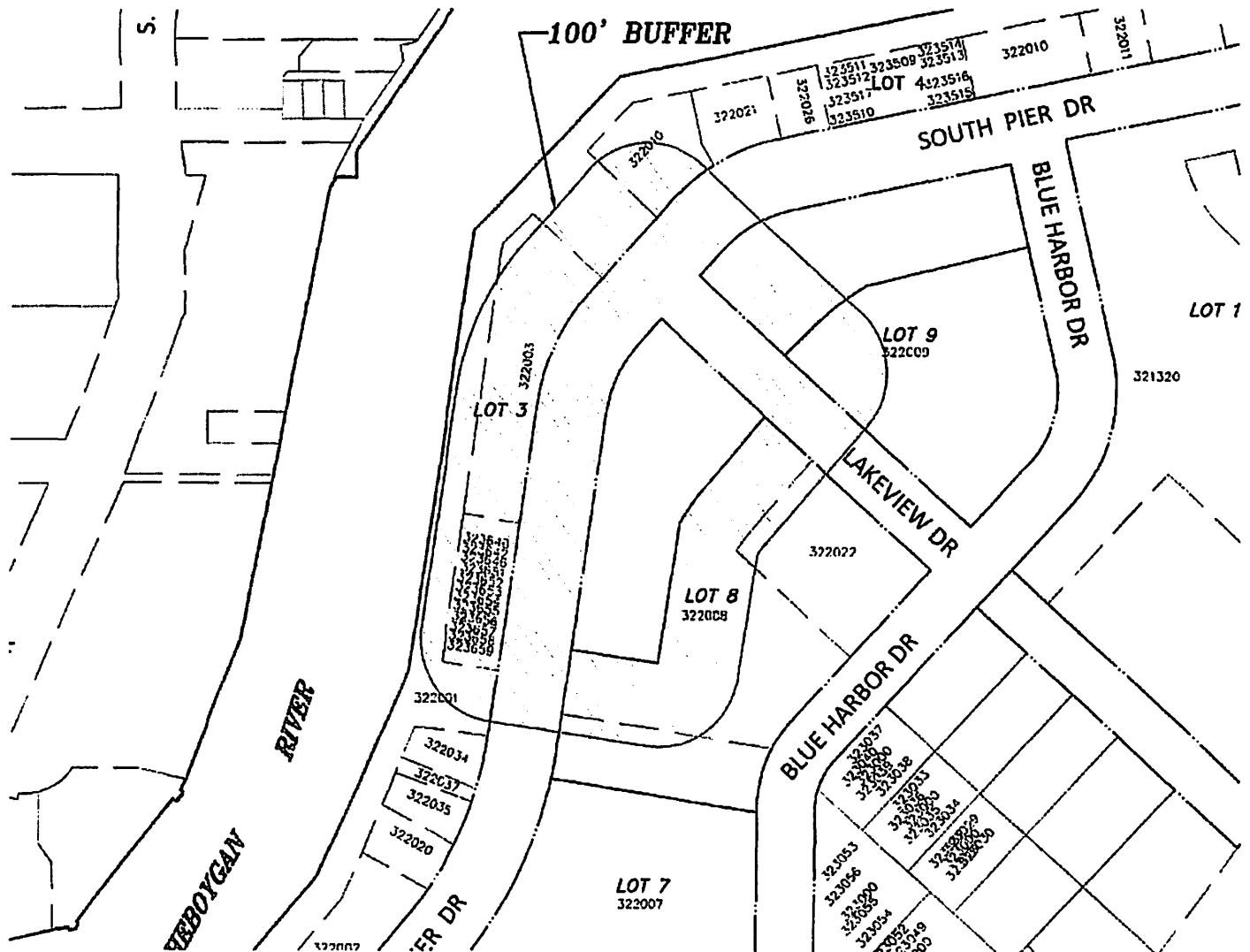
# PROPOSED ZONING CHANGE

## FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016

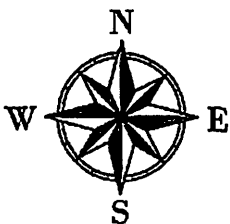
### PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23 AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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ALL SOUTH PIER AREA ZONED PPUD



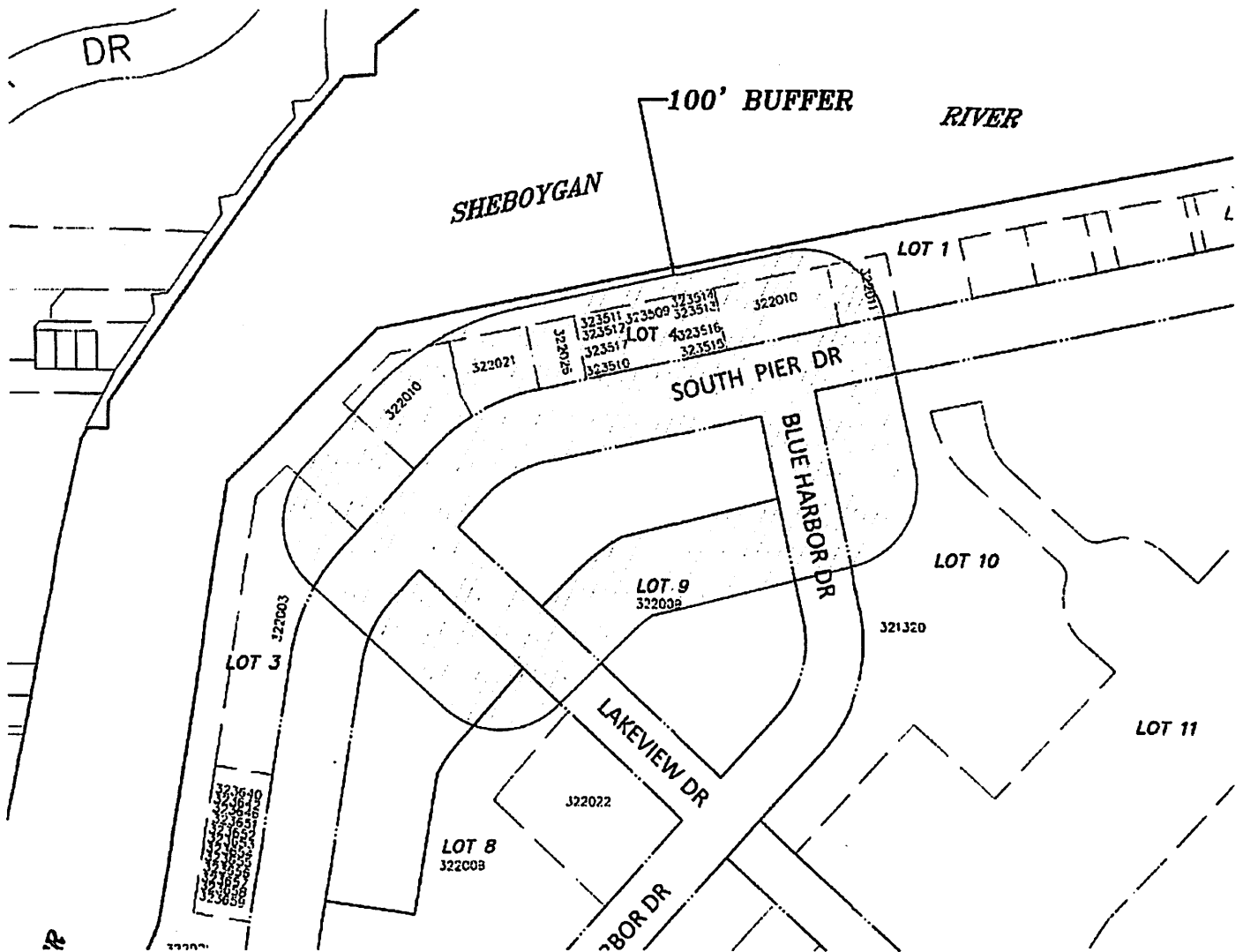
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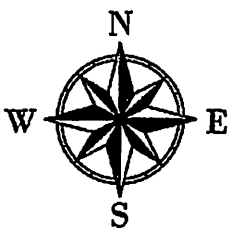
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ALL SOUTH PIER AREA ZONED PPUD





spirit on the lake.

July 1, 2016

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., July 18, 2016, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD Classification:

Property is interior vacant land on South Pier:

**Lot 6 Description**

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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](http://www.sheboyganwi.gov)

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**Lot 8 Description**

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.

**Lot 9 Description**

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE SOUTH R/W LINE OF SOUTH PIER DRIVE WITH THE WEST R/W LINE OF BLUE HARBOR DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 11°53'59" E ALONG SAID WEST R/W LINE 100.74', THENCE S 76°17'28" W 196.58', THENCE SOUTHWESTERLY 68.98' ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 275.0' AND A CHORD BEARING OF S 53°36'23" W 68.80', THENCE S 46°25'12" W 62.06' TO A POINT ON THE NORTHEAST R/W LINE OF LAKEVIEW DRIVE, THENCE N 47°23'48" W ALONG SAID NORTHEAST R/W LINE 139.80' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF SOUTH PIER DRIVE, THENCE N 42°36'12" E ALONG SAID SOUTH R/W LINE 43.16', THENCE NORTHEASTERLY ALONG SAID SOUTH R/W LINE 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF



LIFES A HOLIDAY LLC  
%STEVE BAUER  
22748 SUN RIVER DR  
FRANKFORT IL 60423-7832

TIMOTHY FRYE  
633 ST CLAIR AVE  
SHEBOYGAN WI 53081-3428

EDWARD AND SUSAN DAVIS  
402 AURORA ST  
HOUSTON TX 77008-2328

RACHEL SHIELDS  
4000 GREEN WILLOW LN  
SAINT CHARLES IL 60175-5176

FLAHERTY INVESTMENT GROUP INC  
9485 BORMET DR  
MOKENA IL 60448-8315

AMERICAN ORTHODONTICS CORP  
3524 WASHINGTON AVE  
SHEBOYGAN WI 53081-6442

FREDRICK AND ROSEMARIE ZILLNER  
942 TORKE TERRACE  
PLYMOUTH WI 53073-1353

R & M MOELLER LLC  
434 S PIER DR  
SHEBOYGAN WI 53081-4992

NEW MIDWEST PROPERTIES LLC  
1111 WILLIS AVE  
WHEELING IL 60090-5816

ANGLERS AVENUE LLC  
510 S PIER DR  
SHEBOYGAN WI 53081-4991

NEW HORIZON DEVELOPMENT OF SHEBOYGAN INC  
514A S PIER DR  
SHEBOYGAN WI 53081-4901

PAUL L VREEKE  
514 S PIER DR UNIT 2  
SHEBOYGAN WI 53081-4991

DAVID A ALTMAYER  
514 S PIER DR UNIT 2  
SHEBOYGAN WI 53081-4991

TRES CHIC REAL ESTATE LLC  
5029 S 8<sup>TH</sup> ST  
SHEBOYGAN WI 53081-8101

SPARTACUS PROPERTIES LLC  
470 WOODLAKE RD  
KOHLER WI 53044-1314

SPARROWS POINT LLC  
1243 N 10<sup>TH</sup> ST STE 300  
MILWAUKEE WI 53205-2559

DANIEL C WILSON  
838 S 13<sup>TH</sup> ST  
SHEBOYGAN WI 53081-4802

BKKC LLC  
E20110 GREENS LANDING RD  
AUGUSTA WI 54722-5040

MOSCHWARZ LLC  
529 ONTARIO AVE  
SHEBOYGAN WI 53081-4151

HILDA CIESZKI  
4896 UPPER FOREST BEACH RD  
PORT WASHINGTON WI 53074-9715

157.0' AND A CHORD BEARING OF N 60°21'06" E 95.72', THENCE CONTINUING ALONG SAID SOUTH R/W LINE N 78°06'01" E 266.77' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 42,612.48 SQ. FT. OR 0.98 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



PAUL RADERMACHER  
109 17<sup>TH</sup> ST  
HUDSON WI 54016-2014

RANDALL W MEYER  
4845 TIMBER CREEK DR  
MEDINA OH 44256-8146

DANIEL C WILSON  
808 S 13<sup>TH</sup> ST  
SHEBOYGAN WI 53081-4802

PROHIBITION BISTRO 668 LLC  
4024 STATE HIGHWAY 42  
SHEBOYGAN WI 53083-2032

DAN WELCH CHARTERS  
4022 N 51<sup>ST</sup> ST  
SHEBOYGAN WI 53083-5605

DAYESEYE LLC  
3950 N 28<sup>TH</sup> ST  
SHEBOYGAN WI 53083-2072

SHEBOYGAN ACQUISITIONS LLC  
1111 WILLIS AVE  
WHEELING IL 60090-5816

KEVIN A AND ELIZABETH M KURZ  
3029 MARION AVE  
MELROSE PARK IL 60164-1004

KAREN A AND BILL RODDY  
C/O BILL RODDY  
3 PINECREST RD  
HINGHAM MA 02043-3027

DEERFIELD BLUE HARBOR LLC  
485 STANDISH DR  
DEERFIELD IL 60015-4434

WILLIAM R AND SALLY A ZEINEMANN  
3814 LYNN ST  
MIDDLETON WI 53562-1053

DONALD A AND MARGUERITE BORSCHEL  
10930 LENTFER CT  
ORLAND PARK IL 60467-5603

PLANETTEK LLC  
C/O KENT J ALLEN  
3844 N HAMILTON AVE  
CHICAGO IL 60618-3918

THOMAS J AND JOYCE E ATKINS  
632 SCHOOL ST  
KOHLER WI 53044-2032

II

R. O. No.     - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting various license applications.

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

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2755	Bookworm Gardens	1415 Campus Dr. - one-day events to be Held 7/21/16, 9/17/16 & 9/22/16 in the Gardens located at 1415 Campus Dr.
3082	Ranieri's Pool Team	811 Indiana Ave. - one-day event to be Held 8/14/16 to include current premise and east/west parking lot.

TEMPORARY BEVERAGE OPERATOR LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
8262	Mullane, Rebecca R.	4415 S. 8 <sup>th</sup> St.
8705	Olson, Larry M.	2417 Henry St.
9614	Stielow, Dustin K.	1103 Superior Ave.

*Consent*

II

R. O. No.     - 16 - 17    . By CITY CLERK. July 18, 2016.

Submitting various license applications ALREADY ISSUED.

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

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TEMPORARY CLASS "B" LICENSE

No.    Name

Address

2755 Bookworm Gardens

1415 Campus Dr. - one-day event to be  
Held in the gardens 7/14/16.

*Consent*



\*1440 Perl, Caitlin A.

2715 County Rd. PP, Plymouth

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

_____	_____
_____	_____
_____	_____

Committee

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

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

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

**VII**

R. C. No.     - 16 - 17. By LAW AND LICENSING. July 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 69-16-17 by the City Clerk, license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Kerry Martens is being replaced as agent at the Piggly Wiggly on South Business Dr. by Michael Frederick effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3117	Harbor Lights	434 Pennsylvania Ave. - one-day event to be held 7/21/16 to include current premise and the surrounding sidewalk around building that will be blocked off to keep guest in the perimeters.

**\*grant change of premise request for Harbor Lights contingent upon the following amendment: change of premise will include the current premise and also the privately-owned sidewalk area immediately adjacent to their front door and will exclude the public sidewalk**

*3117	Harbor Lights	434 Pennsylvania Ave. - two-day event to be held 7/29 to 7/30 to include current premise and surrounding area in the blocked off area.
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**\*grant change of premise request for Harbor Lights contingent upon the following amendment: change of premise will include the current premise and also the privately-owned sidewalk area immediately adjacent to their front door and will exclude the public sidewalk**

3186	Suscha's Bar	1054 Pennsylvania Ave. - one-day events to be held 8/20/16 and 9/4/16 to include current premise and the entire parking lot.
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BEVERAGE OPERATOR'S LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1090	Ahrnsbrak, Amanda M.	1617 N. 21 <sup>st</sup> St.
1096	Bonilla, Celene	2923 S. 16 <sup>th</sup> St.
8993	Burg, Christine A.	711 Superior Ave.
1127	Crowe, Brian F.	625 Geele Ave.
1131	Derrick, Danelle C.	422 Washington Ct.

*Law & Lic*

1043 Diaz, Vanessa	1016B St. Clair Ave.
1063 Eberle, Amanda M.	N8336 Willow Rd. Upper, Elkhart Lake
1124 Flegel, Lauri A.	1523 N. 7 <sup>th</sup> St.
5873 Flipse, Chad M.	6631 Leona Ln.
1100 Green, Alexandra K.	1407 Filed Tree LN., Oostburg
1074 Hiebing, John G.	765 River Meadows Dr., Sheb. Falls
6975 Hoffmann, Debra S.	W3926 Orchard Rd., Elkhart Lake
6042 Hurrie, Kathryn A.	5314 Bluebell Ct.
1094 McGuire, Brittany D.	628 Erie Ave., #4
1048 McKinster, Nathan C.	6509 Paradise LN., Sheb. Falls
1064 McTrusty, Lance Brian	715 N. 10 <sup>th</sup> St.
1117 Nelson, David L.	328 S. 2 <sup>nd</sup> St.
1085 Nokes, Allison L.	223 Prospect Ave.
1076 Owensby Jr., Michael D.	725 Kentucky Ave., #A
1040 Revels, Ashley E.	4325 Morningview Ct., #K101
9958 Rice, Justin J.	1338 School Ave.
1056 Somers, Elisha A.	717 Madison Ave., Howards Grove
1095 Tachick, Stephanie M.	2519 S. 15 <sup>th</sup> St.
*1123 Taubel, Brian S.	1624 St. Clair Ave.

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

1067 Vertin, Christy L.	2332 Carmen Ave., #5E
9796 Warwick, Emily-Rose L.	225 N Main St., #14, Sheb. Falls
1065 Wickland, Susan T.	729 Caitol Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9869	Alexandroni, Dustin J.	639 Monroe St., #103, Sheb. Falls
6414	Babler, Elizabeth M.	1503 Division Ave.
0526	Badura, Thomas J.	4718 Winship Circle
7881	Black, Abigail E.	3431 N. 10 <sup>th</sup> St., #712
0721	Bloedow, Jomon K.	1813 N. 2 <sup>nd</sup> St.
0404	Diener, Daniel J.	3830 S. 11 <sup>th</sup> St.
9706	Dolson, Bailey E.	531 S. 8 <sup>th</sup> St.
0737	Gierach, Suzanne M.	1411 Wisconsin Ave.
0375	Gill, Harjinder S.	624 N. 7 <sup>th</sup> St., Oostburg
1450	Halverson Jr., Richard W.	1511 N. 8 <sup>th</sup> St.
0480	Heyman, Jaime J.	N7699 Lakeshore Rd.
0658	Hulbert, Tracy L.	1612 N. 7 <sup>th</sup> St.
0401	Kalk, Gary A.	720 Roosevelt Ave., Howards Grove
1659	Koelpin, Daniel C.	3939 S. 12 <sup>th</sup> St.
8875	Kramer, Renee A.	2526 Mandy Circle
4981	Kraus, Thomas J. (Club)	1705 N. 15 <sup>th</sup> St.
2897	Kruse, Janet L.	1926 N. 9 <sup>th</sup> St.
0476	Lawrenz, Randy G.	1008 Swift Ave.
8475	Lensink, Amanda L.	1132 N. 9 <sup>th</sup> St.
0427	Manning, Craig T.	W3943 Cty. Rd. U, Plymouth
8947	Marsellis, Lynn M.	3227 S. 11 <sup>th</sup> St.
5354	McGeary, Scott A.	932 N. 37 <sup>th</sup> St.
9799	Minglana, Fernando C.	1530 N. 9 <sup>th</sup> St.

0594 Mueller, Benjamin J.	814 Indian Mound Rd.
0506 Munro, Ian E.	1015 Elm St., Cleveland
8963 Nitsch, Ralph J.	3833 S. 18 <sup>th</sup> St.
9552 O'Connor, Kaylee S.	1020 S. 12 <sup>th</sup> St., #212, Manitowoc
0624 Penke, Justin P.	1212A N. 11 <sup>th</sup> St.
4445 Rabideaux, Deana M.	2215 N. 29 <sup>th</sup> St.
9583 Roehrborn, Becky J.	2027 N. 7 <sup>th</sup> St.
0724 Rolloff, Lisa M.	2614 S. 15 <sup>th</sup> St.
0357 Schultz, Laura K.	406 Vollrath Blvd.
0623 Slimmer, Parker M.	6431 Hidden Fields Ct.
8958 Stockinger, Debra J.	74 Lighthouse Ct.
7634 Stokdyk, Jesse L.	W1445 Meadowview Ct., Oostburg
0479 Tempas, Christine S.	131 Cherry St., Sheb. Falls
0698 Thompson, Nicholas R.	6443 N. 54 <sup>th</sup> St., Milwaukee
0366 Tichy, Chanda M.	1744 S. 14 <sup>th</sup> St.
0657 Tullberg, Daniel J.	1728 S. 14 <sup>th</sup> St.
0518 Van De Loo, Cory J.	1529 N. 10 <sup>th</sup> St.
8588 Vandersande, Jenna L.	1909 S. 10 <sup>th</sup> St.
*6180 Vervelde, Kim M.	522 Wilson Ave., #8

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

8663 Whitcomb, Stacy L.	2425 N. 10 <sup>th</sup> St.
5113 Wilson, Rachael L.	603 Leavens Ave., Sheb. Falls
1902 Woelffer, Margo M.	85 Lincoln Ave.
4658 Wolowski, Carla L.	1813 N. 2 <sup>nd</sup> St.

TAXI CAB LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1116	Feigum, Winton L.	3319 River Bluff Dr.
1083	Majdub, Husein G.	1825 S. 8 <sup>th</sup> St.

**VIII**

R. C. No.          - 16 - 17. By PUBLIC WORKS. July 18, 2016.

Your Committee to whom was referred Res. No. 51-16-17 by Alderperson Belanger authorizing entering into contract for the purchase of a Case 590SN Tractor Loader Backhoe machine for the Department of Public Works Motor Vehicle Division; recommends that the Resolution be passed.

*Consent*

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

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

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

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

III

4.6

Res. No. 51 - 16 - 17. By Alderperson Belanger. July 5, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Case 590SN Tractor Loader Backhoe machine from Miller, Bradford & Risberg in the amount of \$115,652.00 for the Department of Public Works Motor Vehicle Division

WHEREAS: The Sheboygan Dept. of Public Works is in need of a replacing a 19 year old tractor loader backhoe with a new unit having a higher capacity and the capability to perform heavier tasks and has included the expenditure in its 2016 budget.

WHEREAS: The Public Works Department physically trialed offerings from several manufacturers and has determined that the Case 590SN meets or exceeds the current requirements and;

WHEREAS: This equipment is included in the nationwide contract offered by the National Joint Powers Alliance (NJPA) and membership in NJPA allows the City to purchase the equipment without the need for competitive bidding while assuring that the City receives the lowest pricing available.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller Bradford & Risberg Inc. in the amount of \$115,652.00 for the purchase of a Case 590SN including delivery. The current 19 year old tractor will be sold at auction following receipt of the new equipment.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #70136100-641100 in payment of same.

*Public Works approve*

*John B. [Signature]*

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution to authorize purchase of a Tractor Loader Backhoe

---

**REPORT PREPARED BY:** Bernard R. Rammer, Purchasing Agent

---

**REPORT DATE:** June 29, 2016

**MEETING DATE:** July 12, 2016

---

**FISCAL SUMMARY:**

Budget Line Item: 70136100-641200  
Budget Summary: Motor Vehicle Fund  
Budgeted Expenditure: \$ 115,652.00  
Budgeted Revenue: \$ 115,000.00

**STATUTORY REFERENCE:**

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

---

**BACKGROUND / ANALYSIS:**

This resolution authorizes the department to purchase a Case Tractor Loader Backhoe from Miller, Bradford and Risberg Inc. The equipment is listed on the National Joint Powers Alliance (NJPA) Contract which allows the City to purchase the unit without the need for competitive bidding and assures the lowest available pricing.



**STAFF COMMENTS:** This unit will replace a similar albeit slightly smaller unit that the Department has owned since 1997. The Department is in need of a larger unit with higher capacities to perform the work required in an efficient and effective manner. In order to assure the new machine will fulfill its needs, the Department physically trialed machines from several manufacturers. The Case 590SN was chosen as the machine most capable to perform the work required. The 19 year old current tractor will be sold at auction following receipt of the new unit. The new unit has a projected life of 15-20 years. The Department owns several pieces of Case brand equipment and has found it to be both dependable and durable.

**ACTION REQUESTED:**

It is the recommendation of the Department that the Public Works Committee approves this request and support passage of the Resolution. Total cost is \$115,652.00 including setup and delivery.

**ATTACHMENTS:**

Res. \_\_-16-17

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. July 18, 2016.

Your Committee to whom was referred Res. No. 52-16-17 by Alderpersons Bohren and Heidemann authorizing signing an easement for mini-storm sewers at 3324 S. 11<sup>th</sup> St.; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

III

4.7

Res. No. 52-16-17. By Alderpersons Bohren and Heidemann. July 5, 2016.

A RESOLUTION authorizing signing an easement for mini-storm sewers.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign easements for the City for a mini-storm sewer in the following lot:

James J. Scholten, 3324 S. 11<sup>th</sup> St.

*PW.  
approve*

*James A. Bohren*  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**EASEMENT**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Angelo A. Scholten, personal representative for James J. Scholten who resided at 3324 S. 11<sup>th</sup> Street, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:  
City Attorney  
828 Center Avenue, Suite 304  
Sheboygan WI 53081-4442

59281-309180  
Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight feet (8') of the east ninety feet (90') of the following described property:

EDGEVIEW SUBD LOT 10 BLK 3, CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Angelo A. Scholten  
Personal Representative of James J. Scholten  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN    )  
                                  ) §  
SHEBOYGAN COUNTY    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2016, James J. Scholten, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

ACCEPTED BY:    CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Susan Richards  
City Clerk

STATE OF WISCONSIN    )  
                                  ) §  
SHEBOYGAN COUNTY    )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2016, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454

**EASEMENT**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by <sup>^</sup>James J. Scholten residing at 3324 S. 11<sup>th</sup> Street, Sheboygan, Wisconsin 53081, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

ANGELO A. SCHOLTEN, PERSONAL  
REP FOR JAMES J. SCHOLTEN  
WHO RESIDED AT...

Return To:  
City Attorney  
828 Center Avenue, Suite 304  
Sheboygan WI 53081-4442

59281-309180  
Tax Parcel No.

**WITNESSETH:**

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north eight feet (8') of the east ninety feet (90') of the following described property:

EDGEVIEW SUBD LOT 10 BLK 3, CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

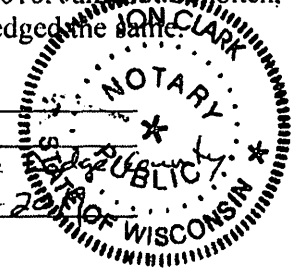
IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 7 day of JUNE, 2016.

Angelo A  
~~James J. Scholten~~ Angelo A. Scholten, personal Representative  
James J. Scholten P R  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this 7<sup>th</sup> day of June, 2016. James J. Scholten, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jon Clark  
Jon Clark  
Notary Public-Sheboygan County  
My commission expires 1-18-2019



ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Susan Richards  
City Clerk

STATE OF WISCONSIN )  
 ) §  
SHEBOYGAN COUNTY )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use

IN THE MATTER OF THE ESTATE OF

Amended

16 MAY 17 P 4 51

James Joseph Scholten

**Domiciliary Letters**

- Informal Administration
- Formal Administration

Case No. 16IN53

To: Angelo A. Scholten  
172 Harmsen Ave.  
Waupun, WI 53963

The decedent, with date of birth 12/16/1963 and date of death 04/24/2016  
 was domiciled in Sheboygan County, State of Wisconsin

You are granted domiciliary letters with general powers and duties of a personal representative.

You are authorized to administer the estate as required by law.

Other \_\_\_\_\_

(Seal)

LETTERS ISSUED BY:

*Paul J. Callan*  
 Circuit Court Judge  Circuit Court Commissioner  Probate Registrar  
Paul J. Callan  
 Name Printed or Typed  
May 17, 2016  
 Date

Form completed by (Name) Angelo A. Scholten	
Address 172 Harmsen Ave., Waupun, WI 53963	
Telephone Number 920-324-9616	Bar Number (if any)

THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL AND OF RECORD IN THE OFFICE. I HAVE BEEN COMPANIED BY ME (FURTHER CERTIFY THAT THESE LETTERS ARE OF FULL FORCE AND EFFECT AS OF THIS DATE.

ATTEST *[Signature]*  
 \_\_\_\_\_  
 REGISTERED  
 SHEBOYGAN COUNTY CIRCUIT COURT

II

R. O. No.       - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting a claim from Katherine Penkwitz for alleged damages to her parked car in the Wilson School parking lot by a baseball that cracked her windshield.

*Finance*

---

City Clerk

DATE RECEIVED 7-11-16

RECEIVED BY

JUL 11 '16 AM 11:56

MM

CLAIM NO.

07-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 11 '16 AM 11:56

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: Katherine Penkwitz
2. Home address of Claimant: 3627 S. 12<sup>th</sup> St. Ap. 1 Sheboygan WI 53081
3. Home phone number: (920) 254-1588
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 6-30-16 @ 11:30 AM
6. Where did damage or injury occur? (give full description) Wilson School parking lot

7. How did damage or injury occur? (give full description) parked car in lot and about hour later got back in car to leave and noticed windshield was hit by baseball and cracked. Happend when I was not in or around my car.

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

NA

- (a) Name of such officer or employee, if known: \_\_\_\_\_
- (b) Claimant's statement of the basis of such liability: \_\_\_\_\_

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

NA

- (a) Public property alleged to be dangerous: \_\_\_\_\_
- (b) Claimant's statement of basis for such liability: \_\_\_\_\_

(MMA)

21-30

11-11-50

11-2

.....

.....

.....

.....

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

No injuries. Upper right impact of ball and 3 major cracks across windshield.

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

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

Auto: \$ 314.89

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

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

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

**TOTAL** \$ 314.89

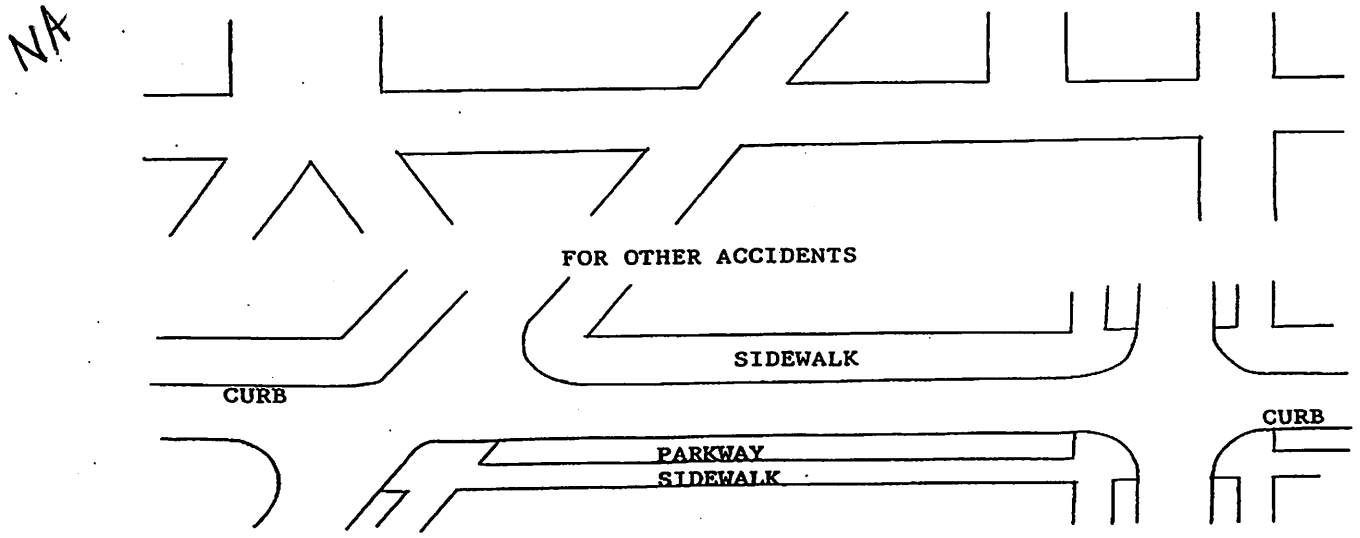
Damaged vehicle (if applicable)

Make: Volkswagen Model: Jetta Year: 2009 Mileage: 102K

Names and addresses of witnesses, doctors and hospitals: called over baseball coach Shua Yang and looked at damage and saw me take photos. Apologized and said nothing he could do for SASD  
Shua Yang Home phone 254-0336 <sup>He works</sup>

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

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



SIGNATURE OF CLAIMANT Katherine Parker DATE 7-5-16

DATE RECEIVED 7-11-16

RECEIVED BY MD

CLAIM NO. 07-16

CLAIM

Claimant's Name: Katherine Penkowitz  
Claimant's Address: 3627 S. 12th St. Apt 1  
Sheboygan WI 53081  
Claimant's Phone No. (920) 254-1588

Auto \$ 314.89  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL \$ 314.89**

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 \$ 314.89.

SIGNED Katherine Penkowitz DATE: 7-5-16

ADDRESS: 3627 S. 12th St. Apt 1  
Sheboygan WI 53081

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

II

R. O. No.       - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting a communication from Alderperson Bohren along with an email and attachment from the Finance Director on the Ambulance Financial Reports for 2013, 2014 and 2015.

PPB

---

City Clerk

## Richards, Susan

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**From:** Alderperson Jim Bohren  
**Sent:** Wednesday, May 11, 2016 10:16 AM  
**To:** Richards, Susan  
**Cc:** Buss, Nancy; Romas, Mike; Alderperson Joseph Heidemann; Alderperson Todd Wolf  
**Subject:** FW: Ambulance Reports  
**Attachments:** SFD Ambulance Report 13-15.xlsx

Sheboygan City Clerk Sue Richards - Sue

Please include this e-mail and attachment from Nancy Buss on the Ambulance Financial Reports for 2013, 2014, and 2015 as a document for the Monday May 16, 2016 Council meeting. Please refer it to the Finance Committee and the Committee of the Whole. Thanks.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### **2016 - 2017 Committee Assignments**

Finance Committee - Vice Chairman

Public Works Committee

Capital Improvements Commission

---

**From:** Buss, Nancy  
**Sent:** Monday, May 09, 2016 8:02 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Hofland, Darrell; Romas, Mike  
**Subject:** Ambulance Reports

Attached is a spreadsheet with the ambulance reports requested. Please let me know if you have any questions

Nancy Buss

**Activity for Calls from January 1, 2013 through December 31, 2013**

**Patients**

<b>Patient Type</b>	<b>Number</b>	<b>%</b>	<b>Gross Billings</b>	<b>Balance</b>	<b>Adjustments</b>	<b>Receipts</b>	<b>%Coll/Adj</b>	
<i>Private Pay</i>								
Insurance	566	17.06%	546,314.23	3,855.00	82,190.68	460,268.55	99.29%	
Self Pay	412	12.42%	365,162.22	254.00	304,555.28	60,352.94	99.93%	
Medicare	1647	49.64%	1,547,000.14	73.46	930,327.89	616,598.79	100.00%	
Medicaid	687	20.71%	592,239.70	0.00	452,123.19	140,116.51	100.00%	
Facility	6	0.18%	5,317.60	0.00	3,780.38	1,537.22	100.00%	
<b>Totals</b>	<b>3,318</b>	<b>100.00%</b>	<b>3,056,033.89</b>	<b>4,182.46</b>	<b>1,772,977.42</b>	<b>1,278,874.01</b>	<b>99.86%</b>	<b>41.847507%</b>

THIRD PARTY AGENT: EMS MEDICAL BILLING ASSOCIATES

**Activity for Calls from January 1, 2014 through December 31, 2014**

**Patients**

<b>Patient Type</b>	<b>Number</b>	<b>%</b>	<b>Gross Billings</b>	<b>Balance</b>	<b>Adjustments</b>	<b>Receipts</b>	<b>%Coll/Adj</b>	
<i>Private Pay</i>								
Insurance	485	14.65%	452,114.52	2,487.56	73,858.72	375,768.24	99.45%	
Self Pay	263	7.95%	219,748.03	4,564.00	179,442.53	35,741.50	97.92%	
Medicare	1835	55.44%	1,515,864.52	1,867.28	865,907.10	648,090.14	99.88%	
Medicaid	712	21.51%	589,227.80	0.00	447,947.14	141,280.66	100.00%	
Facility	15	0.45%	9,069.07	0.00	5,251.85	3,817.22	100.00%	
<b>Totals</b>	<b>3,310</b>	<b>100.00%</b>	<b>2,786,023.94</b>	<b>8,918.84</b>	<b>1,572,407.34</b>	<b>1,204,697.76</b>	<b>99.68%</b>	<b>43.240754%</b>

THIRD PARTY AGENT: EMS MEDICAL BILLING ASSOCIATES

**Activity for Calls from January 1, 2015 through December 31, 2015**

**Patients**

<b>Patient Type</b>	<b>Number</b>	<b>%</b>	<b>Gross Billings</b>	<b>Balance</b>	<b>Adjustments</b>	<b>Receipts</b>	<b>%Coll/Adj</b>
<i>Private Pay</i>							
Insurance	536	16.16%	504,267.95	64,114.34	77,273.18	362,880.43	87.29%
Self Pay	181	5.46%	154,329.20	43,566.20	87,906.94	22,856.06	71.77%
Medicare	1718	51.81%	1,547,852.68	21,512.50	906,580.08	619,760.10	98.61%
Medicaid	864	26.06%	725,674.94	1,475.71	547,257.09	176,942.14	99.80%
Facility	17	0.51%	15,766.80	372.03	8,817.71	6,577.06	97.64%
<b>Totals</b>	<b>3,316</b>	<b>100.00%</b>	<b>2,947,891.57</b>	<b>131,040.78</b>	<b>1,627,835.00</b>	<b>1,189,015.79</b>	<b>95.55%</b>
							<b>40.334448%</b>

**THIRD PARTY AGENT: EMS MEDICAL BILLING ASSOCIATES**

II

R. O. No.       - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting a communication from Alderperson Bohren along with an email from the Finance Director on the Ambulance Financial information for 2016.

pp 5.

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City Clerk

**Richards, Susan**

**From:** Alderperson Jim Bohren  
**Sent:** Thursday, July 14, 2016 8:34 AM  
**To:** Richards, Susan  
**Cc:** Alderperson Bill Thiel; Buss, Nancy; Hofland, Darrell; Romas, Mike  
**Subject:** FW: Ambulance Information

Sheboygan City Clerk Sue Richards -

Please refer the attached e-mail and attachment from Nancy Buss to me as a document for the July 18, 2016 Council meeting. Please refer it to the PP&S Committee. Thanks.

**Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

**2016 - 2017 Committee Assignments**

Finance Committee - Vice Chairman

Public Works Committee

Capital Improvements Commission

**From:** Buss, Nancy  
**Sent:** Thursday, July 14, 2016 8:24 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Romas, Mike  
**Subject:** Ambulance Information

	Account Breakdown By Payer Class									
	Medicare		Medicaid		Commercial		Self Pay		Auto	
2016-01	124	46.62%	68	25.56%	33	12.41%	36	13.53%	1	
2016-02	131	53.69%	46	18.85%	28	11.48%	36	14.75%	1	
2016-03	131	47.29%	59	21.30%	37	13.36%	44	15.88%	5	
2016-04	137	57.32%	48	20.08%	21	8.79%	28	11.72%	3	
2016-05	123	41.84%	84	28.57%	28	9.52%	55	18.71%	4	
2016-06	79	29.48%	64	23.88%	10	3.73%	115	42.91%	0	
Totals:	725	45.65%	369	23.24%	157	9.89%	314	19.77%	14	

	All Financial Classes						
	Billable Incidents	Gross Charges	Adjustments	Collections	Balance Due	Avg Collection	Paid %
2016-01	266	\$255,032.00	\$89,237.45	\$58,186.13	\$107,608.42	\$218.74	59.02%

2016-02	244	\$232,507.00	\$69,154.31	\$44,568.63	\$118,781.16	\$182.66	51.23%
2016-03	277	\$269,692.00	\$86,239.96	\$59,811.08	\$123,639.59	\$215.92	54.51%
2016-04	239	\$222,870.50	\$75,682.96	\$50,687.26	\$96,500.28	\$212.08	58.58%
2016-05	294	\$268,132.50	\$58,426.03	\$29,511.79	\$180,194.68	\$100.38	31.29%
2016-06	268	\$252,595.50	\$12,803.38	\$5,437.60	\$234,354.52	\$20.29	7.46%
Totals:	1588	\$1,500,829.50	\$391,544.09	\$248,202.49	\$861,078.65	\$156.30	43.14%

**From:** Buss, Nancy  
**Sent:** Thursday, July 14, 2016 8:24 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Romas, Mike  
**Subject:** Ambulance Information

	<b>Account Breakdown By Payer Class</b>											
	Medicare		Medicaid		Commercial		Self Pay		Auto		Workers Comp	
2016-01	124	46.62%	68	25.56%	33	12.41%	36	13.53%	1	0.38%	4	1.50%
2016-02	131	53.69%	46	18.85%	28	11.48%	36	14.75%	1	0.41%	2	0.82%
2016-03	131	47.29%	59	21.30%	37	13.36%	44	15.88%	5	1.81%	1	0.36%
2016-04	137	57.32%	48	20.08%	21	8.79%	28	11.72%	3	1.26%	2	0.84%
2016-05	123	41.84%	84	28.57%	28	9.52%	55	18.71%	4	1.36%	0	0.00%
2016-06	79	29.48%	64	23.88%	10	3.73%	115	42.91%	0	0.00%	0	0.00%
Totals:	725	45.65%	369	23.24%	157	9.89%	314	19.77%	14	0.88%	9	0.57%

	<b>All Financial Classes</b>						
	Billable Incidents	Gross Charges	Adjustments	Collections	Balance Due	Avg Collection	Paid %
2016-01	266	\$255,032.00	\$89,237.45	\$58,186.13	\$107,608.42	\$218.74	59.02%
2016-02	244	\$232,507.00	\$69,154.31	\$44,568.63	\$118,781.16	\$182.66	51.23%
2016-03	277	\$269,692.00	\$86,239.96	\$59,811.08	\$123,639.59	\$215.92	54.51%
2016-04	239	\$222,870.50	\$75,682.96	\$50,687.26	\$96,500.28	\$212.08	58.58%
2016-05	294	\$268,132.50	\$58,426.03	\$29,511.79	\$180,194.68	\$100.38	31.29%
2016-06	268	\$252,595.50	\$12,803.38	\$5,437.60	\$234,354.52	\$20.29	7.46%
Totals:	1588	\$1,500,829.50	\$391,544.09	\$248,202.49	\$861,078.65	\$156.30	43.14%

# II

R. O. No. \_\_\_\_\_ - 16 - 17. By CHIEF OF POLICE. July 18, 2016.

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 April 1, 2016 and ending June 30, 2016.

Part I Crimes	April		May		June		2016 TOTAL 2nd QTR Actual Offenses	2015 TOTAL 2nd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	2	1	1	1	5	2	8	6
Robbery	0	0	0	0	1	1	1	3
Aggravated Assault	6	7	9	8	9	7	24	37
Burglary	4	1	12	3	7	1	23	33
Theft	67	28	81	28	102	42	250	264
Vehicle Theft	3	2	1	2	1	0	5	6
Arson	0	0	0	0	1	0	1	2
<b>Total Part I Crimes</b>	<b>82</b>	<b>39</b>	<b>104</b>	<b>42</b>	<b>126</b>	<b>53</b>	<b>312</b>	<b>351</b>
<b>Total Current Actual Offenses</b>	<b>312</b>		<b>Total Current Cleared</b>		<b>134</b>			
<b>Same Quarter Last Year</b>	<b>351</b>		<b>Same Quarter Last Year</b>		<b>163</b>			

PPS.

<b>Traffic Arrests</b>	
<b>April</b>	<b>262</b>
<b>May</b>	<b>244</b>
<b>June</b>	<b>270</b>
<b>Current Quarter</b>	<b>776</b>
<b>Same Quarter Last Year</b>	<b>581</b>

<b>Other Arrests</b>	
<b>April</b>	<b>323</b>
<b>May</b>	<b>391</b>
<b>June</b>	<b>363</b>
<b>Current Quarter</b>	<b>1077</b>
<b>Same Quarter Last Year</b>	<b>1,082</b>

<b>Accidents Investigations</b>	
<b>Current Quarter</b>	<b>409</b>
<b>Same Quarter Last Year</b>	<b>405</b>

<b>Total Arrests</b>	
<b>Current Quarter</b>	<b>1853</b>
<b>Same Quarter Last Year</b>	<b>1,663</b>

<b>Property</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Current Quarter</b>	<b>Same Quarter Last Year</b>
<b>Value Property Stolen</b>	<b>29,196</b>	<b>29,249</b>	<b>22,473</b>	<b>80,918</b>	<b>103,193</b>
<b>Value Property Recovered</b>	<b>23,181</b>	<b>20,206</b>	<b>2,066</b>	<b>45,453</b>	<b>19,042</b>
<b>Percent Recovered</b>	<b>79</b>	<b>69</b>	<b>9</b>	<b>56%</b>	<b>18%</b>

---

Chief of Police, Christopher D. Domagalski

**GEOGRAPHIC INFORMATION SYSTEM  
EMERGENCY SERVICES RESPONSE  
CAPABILITIES ANALYSIS**

**FINAL REPORT**



*International Association of Fire Fighters  
1750 New York Avenue, N.W.  
Washington, DC 20006*

**Sheboygan Fire Department  
Sheboygan, Wisconsin**

**June 2016**

*Dedication*

*This Report is Dedicated to the Citizens of Sheboygan, WI who Deserve the Most Efficient and Effective Fire, Rescue, and Emergency Medical Services Available.*

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# Executive Summary

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The International Association of Fire Fighters (IAFF) Headquarters was engaged by the Sheboygan Fire Department, IAFF Local 483, to provide information and resources to decision makers of the City of Sheboygan regarding the impact of the reduction in staffing levels and proposed station consolidation on Fire Department capabilities. Currently, the Sheboygan Fire Department maintains five fire stations housing apparatus which are not staffed appropriately to provide for effective, efficient, and safe staffing levels required by industry standards. This document will discuss the importance of maintaining safe and effective staffing levels and the impact on service when these levels are not met.

This computer-based analytical study examines predicted travel times and geographic coverage areas for emergency response units deployed from existing and proposed fire station locations in the Sheboygan Fire Department response jurisdiction under existing and proposed scenarios. It has been proposed that a new fire station be constructed and that this station will effectively consolidate 2 of the current fire stations in Sheboygan. Each proposal features the closure of Stations 1 and 2 and the re-deployment of a majority of those resources to a new station. The City has identified three possible general locations for the new station. This study will examine the possible implications of this consolidation by analyzing response coverage from each of these locations and comparing the results to current capabilities.

Located in Sheboygan, WI, the Sheboygan Fire Department provides fire suppression, vehicle and industrial extrication, ice/water and fast water rescue, hazardous materials response, confined space and low angle rescue, EMS first response, and Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance response and transport. According to the 2010 Census, the City had a population of 49,288.<sup>1</sup> In addition to all-hazard emergency responses, the Department performs other services for the City such as fire prevention and safety education programs, which include fire-safety inspections.

A brief risk analysis was performed on the City of Sheboygan to assess the need for emergency services. An assessment of the 2010 Census revealed that 21.4% of the population were in a vulnerable category. This category consists of persons under the age of 5 (7.5%) and persons 65 years of age and older (13.9%), but does not include the special needs population. Additionally, 14.8% of the population was living at or below the poverty level. There were 20,917 housing units, consisting of single or semi-detached houses (61.5%), multifamily housing structures containing 2 or more apartment units (36.8%), and other dwellings including mobile homes (1.7%). Of these structures, 32.6% were constructed between 1940 and 1970, and 36.2% were

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<sup>1</sup> U.S. Census Demographic Profile of Sheboygan, WI: General Population and Housing Characteristics: 2010, <[http://factfinder.census.gov/bkmk/table/1.0/en/DEC/10\\_DP/DPDP1/1600000US5572975](http://factfinder.census.gov/bkmk/table/1.0/en/DEC/10_DP/DPDP1/1600000US5572975)> visited May 31, 2016.

built 1939 or earlier. Typically, when there are high numbers of vulnerable citizens and older buildings constructed before current fire codes were developed, there is an increased demand on emergency services. Given these numbers, the Department is likely to have a high and steady call volume now and in the future.

The Sheboygan Fire Department current staffing levels are out of compliance with industry standard performance objectives. Stations 1, 2, and 3 typically supplements on-scene total staffing with firefighter/paramedic assigned to the same station. The department is not in compliance with industry standards by splitting crews, and should appoint permanently assigned personnel. Furthermore, Stations 4 and 5, presently utilize quint apparatus. A quint, is a fire truck apparatus, that is serves the dual purpose of an engine and a ladder truck. Normally, these quint trucks take on ladder truck operations when arriving on scene. Although when these quints are first due, they may start engine responsibilities. Delays then may ensue when these roles are shifted to truck as a designated engine truck arrives on scene.

### Key Findings

- Analysis of the Sheboygan Fire Department reveals that some suppression companies (including engine companies at Stations 4 and 5) typically deploy with two or three firefighters, out of compliance with industry standards.
- Sheboygan's fire suppression apparatus are staffed with as few as two personnel. Apparatus not staffed with a minimum of four firefighters are not in compliance with the company staffing objectives outlined in National Fire Protection Association (NFPA®) 1500, *Standard on Fire Department Occupational Safety and Health Program*, and NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. Because units are not staffed with four, Sheboygan firefighters must rely on supplemental personnel arriving later before making entry into environments that are immediately dangerous to life and health (IDLH), such as structure fires, in order to comply with industry standards and U.S. Occupational Safety and Health Administration (OSHA) rules and regulations.
- The Sheboygan Fire Department typically supplements the engine company crews with staff assigned to the medic units by deploying an engine and ambulance together on all call types, whether it be for suppression incidents or EMS responses. If an EMS call necessitates transport to a medical facility, the engine may be deployed alone and will only have a crew of two firefighters. This practice can create significant delays to the overall emergency response system. This reduces both fire protection and EMS response capabilities within the jurisdiction.

- According to emergency call volume data provided by the Sheboygan Fire Department from 2012 through September 2015, the Department responded to 13,810 emergency incidents. The coverage of emergency incidents with current capabilities to establish “2 In/2 Out” within 4 minutes in Sheboygan is severely insufficient. There are a few areas outside of the 4-minute response capabilities with high incident densities.
- The Sheboygan Fire Department has lost several positions through attrition in recent years, including 3 in 2012. Since January 2016, there have been 3 positions that have not been filled, lowering the daily minimum staffed total from 17 to 16 personnel. The reduction in daily staffing furthers the inconsistency with industry standards.
- Each proposed station location arrangement decreases the response coverage area to which apparatus can arrive within 4 minutes of travel. Currently, firefighters can reach 72.2% of roads within 4 minutes.
- None of the proposed staffing and deployment scenarios will increase staffing on engine companies to the minimum of 4 firefighters required by industry standards. Instead, engine companies will continue to deploy with two to three firefighters on a daily basis.
- NFPA 1710 requires the first arriving company at a structure fire to be on scene within 4 minutes to 90% of incidents. The standard also requires a minimum of four personnel on all suppression apparatus. Currently, these requirements can only be met on 48.7% of roads. The lack of resources in Sheboygan significantly contributes to the fire department’s inability to provide for safe and effective fireground operations.
- A fire department should be designed to adequately respond to a number of emergencies occurring simultaneously. With supplemented staffing between the engines and medic units, as firefighter/paramedic crews are deployed to EMS incidents, the amount of fire response coverage available drastically lowers. When all medic units (3 companies total) are unavailable, Sheboygan Fire Department can only respond with four personnel within 4 minutes on 19.0% of roads.
- Based on this geographic information system assessment of the areas within the Sheboygan city limits, a good measure of area roads are not currently serviced within safe and effective time frames as illustrated in this report. When fully staffed, the Sheboygan Fire Department only provides for the arrival of 15 firefighters on approximately 15.6% of roads within the Sheboygan area within 8 minutes. The arrival of 15 firefighters within 8 minutes is considered to be the standard for safe, effective, and efficient operations at a typical residential structure fire<sup>2</sup>.

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<sup>2</sup> NFPA defines a typical structure fire as a fire occurring in a 2,000 sf. ft. single family home with no exposures and no basement.

- Any reduction of Sheboygan Fire Department resources, especially on-duty and immediately available firefighters, will dramatically worsen performance. This increases the risk of death or injury due to fire for both citizens and firefighters of Sheboygan, as well as significantly increases the risk of considerable property loss for housing units in many areas of the city.
- In Stations 4 and 5, fire truck apparatus are quints and generally perform ladder operations. If the truck company arrives on scene first it may be directed to start engine operations. Once additional apparatus arrives on scene, the truck company will transition to ladder operations. This practice is inefficient as the truck company may have to re-position itself in order to perform ladder operations delaying life-saving fire suppression and rescue tasks.
- Station 5 houses an engine and a ladder truck, where the practice of cross-staffing apparatus is utilized. This requires personnel to move between different apparatus based on the type of emergency to which they are responding. Cross-staffing leaves front-line suppression and EMS resources potentially unstaffed and creates the possibility of personnel being out of the station, but available, with the wrong type of apparatus when an incident occurs. This requires firefighters to first return to the station, move personal protective equipment to another unit, and then respond. This can create significant delays to an emergency response. Cross-staffing reduces fire protection capabilities and creates unnecessary response delays to both fire and EMS incidents.
- Sheboygan Fire Department typically supplements the Battalion Chief (Command) position with previously scheduled firefighter personnel. By not having a permanently assigned Battalion Chief, there is a decrease in fire apparatus staffing. In addition, the Department should also increase staffing to provide the dedicated Battalion Chief with a dedicated staff aide, as required by NFPA 1710.

#### IAFF Recommendations

Additional staffing is required to bring the Sheboygan Fire Department closer to compliance with NFPA 1710 performance objectives and to enhance firefighter safety and effectiveness. This finding is reflected in the following recommendations:

- Increase staffing on all engine companies to at least four multi-role firefighters at all times in compliance with NFPA 1710 and NFPA 1500 staffing performance objectives.
- Increase staffing on all ladder companies to at least four multi-role firefighters at all times in compliance with NFPA 1710 and NFPA 1500 staffing performance objectives.
- The Department should provide the Battalion Chief with a command aide.

### Executive Summary Conclusion

This analysis assessed the existing deployment of the Sheboygan Fire Department as well as 3 proposed plans to merge the resources of two currently existing fire stations into a combined station at a new location. Three separate locations were proposed and analyzed. Each proposal follows these details: Station 1, currently staffed with two firefighters and two firefighter/paramedics that staff an engine and an ambulance, and Station 2, currently staffed with two firefighters and two firefighter/paramedics that staff a rescue truck (engine) and an ambulance, will be closed. A new station will be staffed by four firefighters and two firefighter/paramedics and deploy one engine, the rescue, and one ambulance. One ambulance and two firefighter/paramedics will be relocated to Station 4, which is currently void of ALS resources.

Both current and proposed staffing levels place the Sheboygan Fire Department out of compliance with industry standard performance objectives. Under-staffed units will increase risk to the firefighters, citizens and visitors of Sheboygan. Additional staffing and resources will improve the ability to provide for the arrival of an effective firefighting force within 8 minutes in Sheboygan. Furthermore, additional staffing and resources will improve the ability to respond to medical or fire emergencies in the event that some Department resources are already in service, responding to other calls.

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# Background

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The International Association of Fire Fighters (IAFF) Headquarters was engaged by the Sheboygan Professional Fire Fighters, IAFF Local 483, to create a data-driven document for decision makers in Sheboygan to assist with informed decisions regarding emergency response.

Since 2008, when Sheboygan Fire Department was tasked with EMS ambulance services, the department has lost several positions through attrition, reducing the total number of personnel available for emergency response performance. Furthermore, there are currently 3 open positions that have not been filled, decreasing the minimum daily staffed personnel from 17 to 16. While Sheboygan Fire department staffing has declined in recent years, the responsibilities involved for effective emergency response has stayed the same, threatening safety and putting the community more at risk.

The high percentage of vulnerability within the population of Sheboygan is reflected in high volume and concentration of incident responses by the Sheboygan Fire Department. The proposed closure of Stations 1 and 2 in two highly concentrated areas of incident volume (ranked 1<sup>st</sup> and 3<sup>rd</sup> in incidents, respectively) will only increase the risk to citizens in the community. The Sheboygan Fire Department, currently and in all proposals, supplements engine company personnel with firefighter/paramedic crews. This requirement drains available personnel from front line apparatus companies, resulting in a condition that significantly impacts the overall emergency response system.

Sheboygan also employs quint apparatus in Stations 4 and 5, which serves generally as a ladder truck. In some cases, when arriving first, this quint apparatus may take on engine company duties which can cause delays later when roles change back to those of a ladder company when an engine arrives on scene. Typically, the Battalion Chief position is filled with an already scheduled firefighter, thus reducing the total personnel for fire suppression duties. Station closures and staffing reductions do not address the existing, severely insufficient response effectiveness of the Department.

The provision of fire protection is an essential service that governments must provide. The Department's current and proposed staffing protocols have apparatus staffed with less than 4 firefighters. Apparatus staffed with less than 4 firefighters will have to wait until a second apparatus arrives to initiate effective fire suppression and rescue operations following the Occupational Safety and Health Administration's (OSHA) "2 In/ 2 Out" regulation. Currently, the Fire Department is able to respond with a first-due company in 4 minutes or less on 72.2% of the roads in the City. Moreover, the department can only respond to 48.7% of city roads with a minimum of 4 firefighters within 4 minutes. Each proposal does not significantly improve, and

**in some areas negatively impacts, Fire Department capabilities. This analysis will discuss the potential negative impacts of a City proposal to redeploy Fire Department personnel and resources. Furthermore, this analysis will discuss how existing staffing deficiencies can potentially be improved.**

**The information provided in this document is designed to help decision makers understand the depth of fire department operations and how low staffing levels negatively impact responders and citizens in the City.**

# Fire Suppression Operations

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The business of providing emergency services has always been labor intensive, and remains so today. Although new technology has improved firefighting equipment and protective gear, and has led to advances in modern medicine, it is the firefighters who still perform the time-critical tasks necessary to contain and extinguish fires, rescue trapped occupants from a burning structure, and provide emergency medical and rescue services.

In less than 30 seconds a small flame can burn out of control and become a major fire. During fire growth, the temperature of a fire rises to above 1,000° Fahrenheit (F). It is generally accepted in the fire service that for a medium growth rate fire<sup>3</sup>, flashover—the very rapid spreading of the fire due to super heating of room contents and other combustibles—can occur. Assuming an immediate discovery of a fire, followed by an un-delayed call to 9-1-1, and dispatch of emergency responders, flashover is likely to occur within 8 minutes of fire ignition. However, due to newer building construction materials and room contents that act as fuel, studies conducted by the Underwriters Laboratory (UL) and the National Institute of Standards and Technology (NIST), it was found that flashover can actually occur in as few as 4 to 5 minutes after ignition.

At the point of flashover, the odds of survival for unprotected individuals inside the affected area are virtually non-existent. The rapid response of an appropriate number of firefighters is therefore essential to initiating effective fire suppression and rescue operations that seek to minimize fire spread and maximize the odds of preserving both life and property. The appropriate number of personnel required for response to what is considered a low-hazard structure fire is 15. A low-hazard structure fire is a fire in a typical, 2,000 square foot, single-family residential home with no basement or exposures.<sup>4</sup>

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<sup>3</sup> As defined in the *Handbook of the Society of Fire Protection Engineers*, a fast fire grows exponentially to 1.0 MW in 150 seconds. A medium fire grows exponentially to 1 MW in 300 seconds. A slow fire grows exponentially to 1 MW in 600 seconds. A 1 MW fire can be thought-of as a typical upholstered chair burning at its peak. A large sofa might be 2 to 3 MWs.

<sup>4</sup> NFPA 1710, 2016 ed. Pg. 1710-19 A.4.1.2.5.1

This section will explain fire growth and the importance of fire department response.

## Fire Growth

### ***The Incipient Phase***

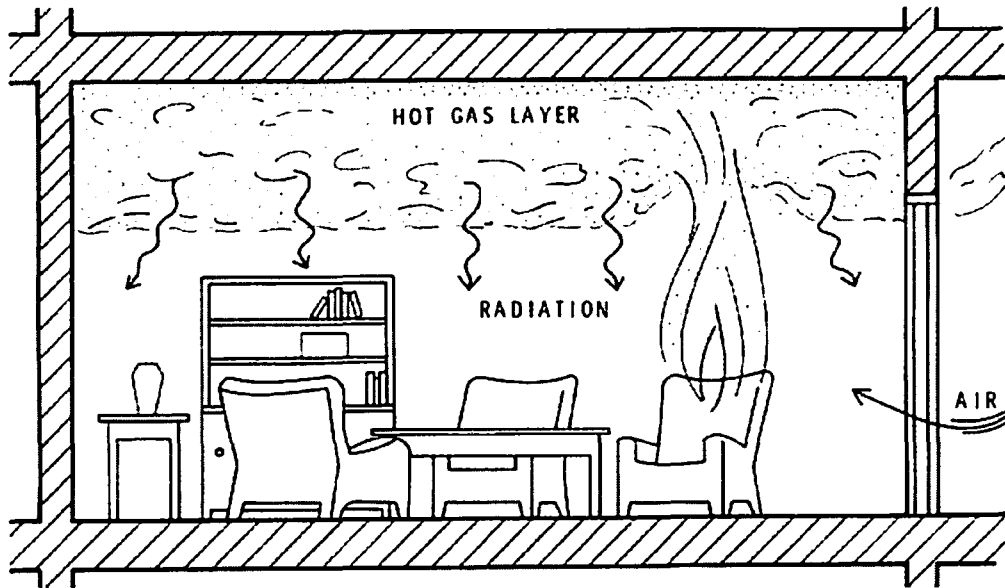
The first stage of any fire is the incipient stage. In this stage, a high heat source is applied to a combustible material. The heat source causes chemical changes to the material's surface which converts from a solid and begins to release combustible gases. If enough combustible gases are released, the material will burn freely.

This process is exothermic, which means it produces heat. The generated heat raises the temperature of surrounding materials, which in turn begin to release more combustible gases into the environment and begins a chemical chain reaction of heat release and burning. At this point, the fire may go out if the first object burns before another fire begins. Otherwise, the fire can progress to the next stage, the Free Burning Phase.

### ***The Free Burning Phase***

The second stage of fire growth is the "free" or "open burning" stage. When an object in a room starts to burn, (such as the armchair in Figure 1, following page), it burns in much the same way it would in an open area. In this phase of a fire, oxygen in the air is drawn into the flame and combustible gases rise to the ceiling and spread out laterally. Simultaneously, the burning materials continue to release more heat, which heats nearby objects and materials to their ignition temperature and they begin burning as well. Inside a room, unlike in an open area, confinement begins to influence fire development after a period of time. The combustible gases that have collected on the ceiling will eventually begin to have an adequate mixture of oxygen and combustible gases to begin burning. Thermal radiation from this hot layer will begin to heat the ceiling, upper walls, and all the objects in the lower part of the room. This will augment both the rate of burning for the original object and the rate of flame spread over its surface.

When this occurs, the structure fire reaches a critical point: either it has sufficient oxygen available to move onto the next stage or the fire does not have sufficient oxygen and progresses back to the Incipient Phase. However, since structures are not airtight, there is a low likelihood of the fire depleting all available oxygen. During this stage of fire growth, toxic chemicals released by the fire and high heat are enough to burn anyone in the immediate area and disorient and/or incapacitate others elsewhere in the structure. Without rapid response and aggressive intervention by an adequately staffed fire department, the fire will likely spread to the rest of the structure.



**Figure 1: Fire Growth in a Compartment.**<sup>5</sup> The above figure depicts the growth of fire in a compartment, which is an enclosed space or room in a building. In a compartment the walls, ceiling, floors, and objects absorb radiant heat produced by the fire. Unabsorbed heat is reflected back to the initial fuel source, which is depicted by the armchair above. This reflected heat continues to increase the temperature of the fuel source and therefore the rate of combustion. Hot smoke, combustible gases, and super-heated air will then rise to the ceiling and spread at first laterally across the ceiling, but later downward towards other fuel sources and the floor of the compartment. As this toxic, super-heated cloud touches cooler materials, the heat is conducted to them, thus increasing their temperature and eventually leading to pyrolysis, which is the process where a fuel source begins to release flammable vapor. This release of flammable vapor leads to further fire growth and eventually flashover. Flashover is the point at which all exposed fuel sources in a compartment ignite.

If the fire does continue to grow, the heating of the other combustibles in the room will continue to the point where they reach their ignition temperatures more or less simultaneously. If this occurs, all combustible materials in the room will spontaneously ignite. This transition from the burning of one or two objects to full room involvement is referred to as flashover.<sup>6</sup>

### ***Flashover***

Flashover, when it occurs, is the most significant event during a structure fire. As combustible gases are produced by the two previous stages they are not entirely consumed and are therefore available fuels. These “available fuels” rise and form a superheated gas layer at the ceiling that continues to increase, until it begins to bank down to the floor, heating all combustible objects regardless of their proximity to the burning object. In a typical structure fire, the gas layer at the ceiling can quickly reach temperatures of 1,200 degrees F. With enough existing oxygen at the floor level, flashover occurs, burning everything in the room at once. The instantaneous

<sup>5</sup> Image courtesy of University of California at Davis Fire Department

<sup>6</sup> J.R. Mehaffey, Ph.D., Flammability of Building Materials and Fire Growth, Institute for Research in Construction, 1987.

eruption into flame generates a tremendous amount of heat, smoke, and pressure. The pressure has enough force to push beyond the room of origin and through doors and windows. Usually at the time of flashover, windows in the room will break, allowing for the entry of fresh air. The introduction of fresh air serves to further fuel the growth of the fire by increasing the fire's temperature and spreading the fire beyond the room of origin.

Based on the dynamics of fire behavior in an unprotected structure fire, any decrease in emergency unit response capabilities will correlate directly with an increase in expected life, property, and economic loss.

### The Importance of Adequate Staffing: Concentration

*NFPA 1500 and 1710 both recommend that a minimum acceptable fire company staffing level should be four members responding on, or arriving with, each engine and ladder company responding to any type of fire.*

A prime objective of fire service agencies is to maintain enough strategically located personnel and equipment so that the minimum acceptable response force can reach a reasonable number of fire scenes before flashover is likely.<sup>7</sup> Two of the most important elements in limiting fire spread are the quick arrival of sufficient numbers of personnel and equipment to attack and extinguish the fire as close to the point of origin as possible, as well as rescue any trapped occupants and care for the injured. Rapid and aggressive interior attack of structure fires, as close as possible to the point of origin, can reduce human and property losses. Sub-optimal staffing of arriving units may delay such an attack, thus allowing the fire to progress to more dangerous conditions for firefighters and citizens. "If the arriving units have adequate resources to handle the situation, then they will fight the fire aggressively and offensively. They will attack the problem head-on and, following department standards, will accomplish their objectives efficiently, effectively, and safely. If they do not have adequate resources to aggressively handle the situation, then they will have to fight the fire in a defensive mode of attack. This mode will continue until enough resources can be massed to then change to an aggressive, offensive attack."<sup>8</sup>

Staffing deficiencies on primary fire suppression apparatus also negatively affect the ability of the fire department to safely and effectively mitigate emergencies and therefore correlate directly with higher risks and increased losses. Continued fire growth beyond the time of firefighter on scene arrival is directly linked to the time it takes to initiate fire suppression operations. As indicated in Table 1(following page), responding companies staffed with four firefighters are

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<sup>7</sup> University of California at Davis Fire Department website; site visited June 7, 2004.  
< <http://fire.ucdavis.edu/ucdfire/UCDFDoperations.htm> >

<sup>8</sup> National Institute for Occupational Safety and Health, High-Rise Apartment Fire Claims the Life of One Career Fire Fighter (Captain) and Injuries Another Career Fire Fighter (Captain) – Texas, 21 October 2002

capable of initiating critical fire ground operational tasks more efficiently than those with crew sizes below industry standards.

Engine Company Duties			Ladder Company Duties					
Fireground Tasks	Advance Attack Line	% Change	Water on Fire	% Change	Primary Search	% Change	Venting Time	% Change
4 Firefighters	0:03:27		0:08:41		0:08:47		0:04:42	
3 Firefighters	0:03:56	12% Less Efficient	0:09:15	6% Less Efficient	0:09:10	4% Less Efficient	0:07:01	32% Less Efficient
2 Firefighters	0:04:53	29% Less Efficient	0:10:16	15% Less Efficient	0:12:16	28% Less Efficient	0:07:36	38% Less Efficient

**Table 1: Impact of Crew Size on a Low-Hazard Residential Fire.<sup>9</sup>** The above table compares and contrasts the efficiencies of suppression companies in the completion of critical tasks for fire control and extinguishment. The smaller the crew size, the more tasks an individual must complete as a team member, which contributes to the delay in initiating fire attack and contributes to diminished efficiency in stopping fire loss. The Department currently staffs two to three firefighters on each suppression apparatus.

First-arriving companies staffed with four firefighters are more efficient in all aspects of initial fire suppression and search and rescue operations compared to two- or three-person companies. There is a significant increase in time for all the tasks if a company arrives on scene staffed with only three firefighters compared to four firefighters. According to the NIST Report on Residential Fireground Field Experiments, four-person crews are able to complete time critical fireground tasks 5.1 minutes (nearly 25%) faster than three-person crews. The increase in time to task completion corresponds with an increase in risk to both firefighters and trapped occupants.

With four-person crews, the effectiveness of first-arriving engine company interior attack operations increases by 12% to 29% efficiency compared to three- and two-person crews respectively. The efficacy of search and rescue operations also increases by 4% to 28% with four-person crews compared to three- and two-person crews. Moreover, with a four-person company, because the first-in unit is staffed with a sufficient number of personnel to accomplish its assigned duties, the second-in company does not need to support first-in company operations and is therefore capable of performing critical second-in company duties.

<sup>9</sup> Averill, J.D., et al. Report on Residential Fireground Experiments. NIST Technical Note 1661. National Institute of Standards and Technology; Gaithersburg, MD, April 2010.

At the scene of a structure fire, the driver/operator of the first engine company on the scene must remain with the apparatus to operate the pump. This leaves one firefighter to assist the operator in securing a water source from a hydrant and two firefighters to deploy a hoseline and stretch it to the fire. After assisting the operator, the third firefighter should begin to assist the other two firefighters with advancing the hoseline into the building and to the location of the fire. Before initiating fire suppression, the supervising officer of the first arriving engine company is also responsible for walking around the building to assess the situation, determine the extent of the emergency, and request any additional resources necessary to mitigate the fire.

Similarly, the driver/operator of the first arriving ladder company must remain with the apparatus to safely position and operate the aerial device while the other three firefighters also perform critical fireground tasks such as ventilation and search and rescue. Due to the demands of fireground activities, a fire attack initiated by companies with only three or fewer firefighters is not capable of affecting a safe and effective fire suppression and/or rescue operation until additional personnel arrive.

Insufficient numbers of emergency response units or inadequate staffing levels on those units exposes civilians and firefighters to increased risk, further drains already limited fire department resources, and stresses the emergency response system by requiring additional apparatus to respond from further distances. Failing to assemble sufficient resources on the scene of a fire in time to stop the spread and extinguish the fire, conduct a search, and rescue any trapped occupants puts responding firefighters and occupants in a dangerous environment with exponential risk escalation such that it is difficult to catch up and mitigate the event to a positive outcome.

## The Importance of Crew Size to Overall Scene Time

Studies have shown that the more personnel that arrive on engine and ladder truck companies to the scene of a fire, the less time it takes to do all aspects of fire suppression and search and rescue. As units arriving with more firefighters increases, the overall time on the scene of the emergency decreases. In other words, the more firefighters available to respond and arrive early to a structure fire, the less time it takes to extinguish the fire and perform search and rescue activities, thus reducing the risk of injury and death to both firefighters and trapped occupants and reducing the economic loss to the property.

Overall Scene Time Breakdown by Crew Size		
Scenario	Total Time	Efficiency
4-Person Close Stagger	0:15:14	
3-Person Close Stagger	0:20:30	25% Less Efficient
2-Person Close Stagger	0:22:16	29% Less Efficient
4-Person Far Stagger	0:15:48	
3-Person Far Stagger	0:21:17	26% Less Efficient
2-Person Far Stagger	0:22:52	31% Less Efficient

**Table 2: The Relationship between Crew Size and Scene Time.**<sup>10</sup> The above table displays how companies staffed with larger crew sizes will be on the scene of an emergency for a shorter time than smaller sized companies. This lag on scene could be translated to mean that emergency resources will be unavailable longer to address other emergencies that may arise.

As Table 2 shows, units that arrive with only two firefighters on an engine or ladder truck are on the scene of a fire almost 7 minutes longer than units that arrive with four firefighters on each crew. Responding units arriving with only three firefighters on an apparatus are on the scene of a fire 5 to 6 minutes longer than units that arrive with four firefighters on each apparatus. In addition to crew size, the time between the arriving crews matters to overall effectiveness and total on scene time.

In the NIST study on the low hazard residential fire, close stagger was defined as a 1-minute time difference in the arrival of each responding company. Far stagger was defined as a 2-minute time difference in the arrival of each responding company.<sup>11 12</sup> The results show a consistent pattern of units arriving with four firefighters in a close stagger or far stagger will

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<sup>10</sup> Averill, J.D., et al. Report on Residential Fireground Field Experiments. NIST Technical Note 1661. National Institute of Standards and Technology; Gaithersburg, MD, April 2010.

<sup>11</sup> Ibid.

<sup>12</sup> One minute and two minute arrival stagger times were determined from analysis of deployment data from more than 300 U.S. fire departments responding to a survey on fire department operations conducted by the International Association of Fire Chiefs and the International Association of Firefighters.

decrease the overall time at the scene of the emergency compared to units that arrive with two or three firefighters, and are more efficient in fire suppression tasks as well.

### Physiological Strain on Smaller Crew Sizes

The same NIST study also examined the relationship between crew size and physiological strain. Two important conclusions were drawn from this part of the experiments.

- Average heart rates were higher for members of small crews.
- These higher heart rates were maintained for longer durations.<sup>13</sup>

In 2014 alone, 57% of all firefighter fatalities were related to overexertion.<sup>14</sup> There is strong epidemiological evidence that heavy physical exertion can trigger sudden cardiac events.<sup>15</sup> Smaller crews are responsible for performing a number of tasks that are designed to be performed by multiple people and frequently in teams of two. This means that firefighters on smaller crews are required to work harder than larger crews to accomplish multiple tasks. Additionally, as discussed earlier, firefighters on smaller crews will also be working longer than larger-sized crews. Working harder and longer in high heat and dangerous stressful environments increases the likelihood of firefighters suffering an injury, or worse dying, as a result of overexertion.

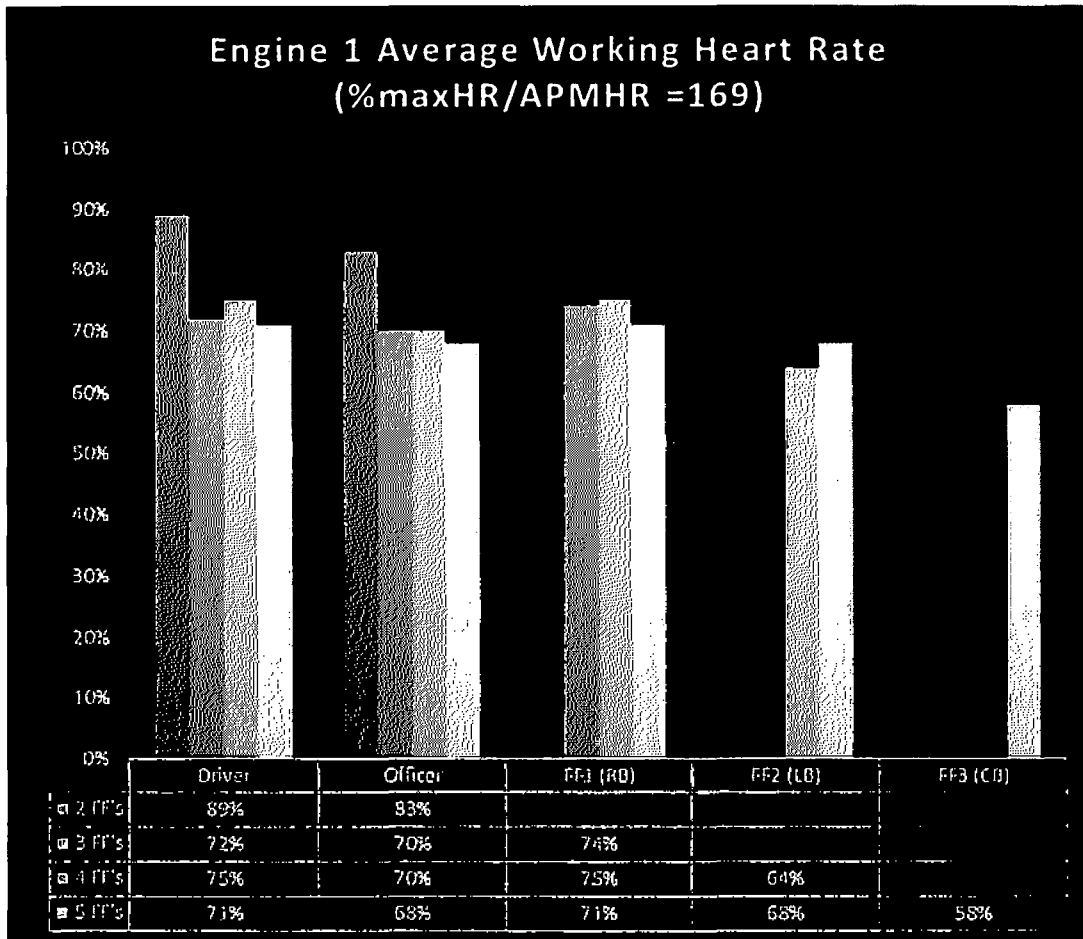
Charts 1 and 2, on the following pages, highlight the cardiovascular impact on firefighters based on crew size for the first arriving engine and truck company. The heart rates of firefighters of crew sizes ranging from 2 to 5 firefighters were measured as they participated in the NIST study. The study was able to conclude that not only do smaller crews work harder and longer than larger crews, their heart rates are also more elevated for longer periods of time. This increases the risk of firefighters suffering an injury or death from overexertion. A firefighter suffering a medical emergency on the scene of a working fire, EMS, or rescue incident negatively impacts outcomes and increases the risk to the community, the citizen requiring assistance, and the firefighter.

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<sup>13</sup> Averill, J.D., et al. Report on Residential Fireground Field Experiments. NIST Technical Note 1661. National Institute of Standards and Technology; Gaithersburg, MD, April 2010.

<sup>14</sup> Fahy, R.F., LeBlanc, P.R., Molis, J.L. (June, 2015) Firefighter Fatalities in the United States-2014. NFPA.

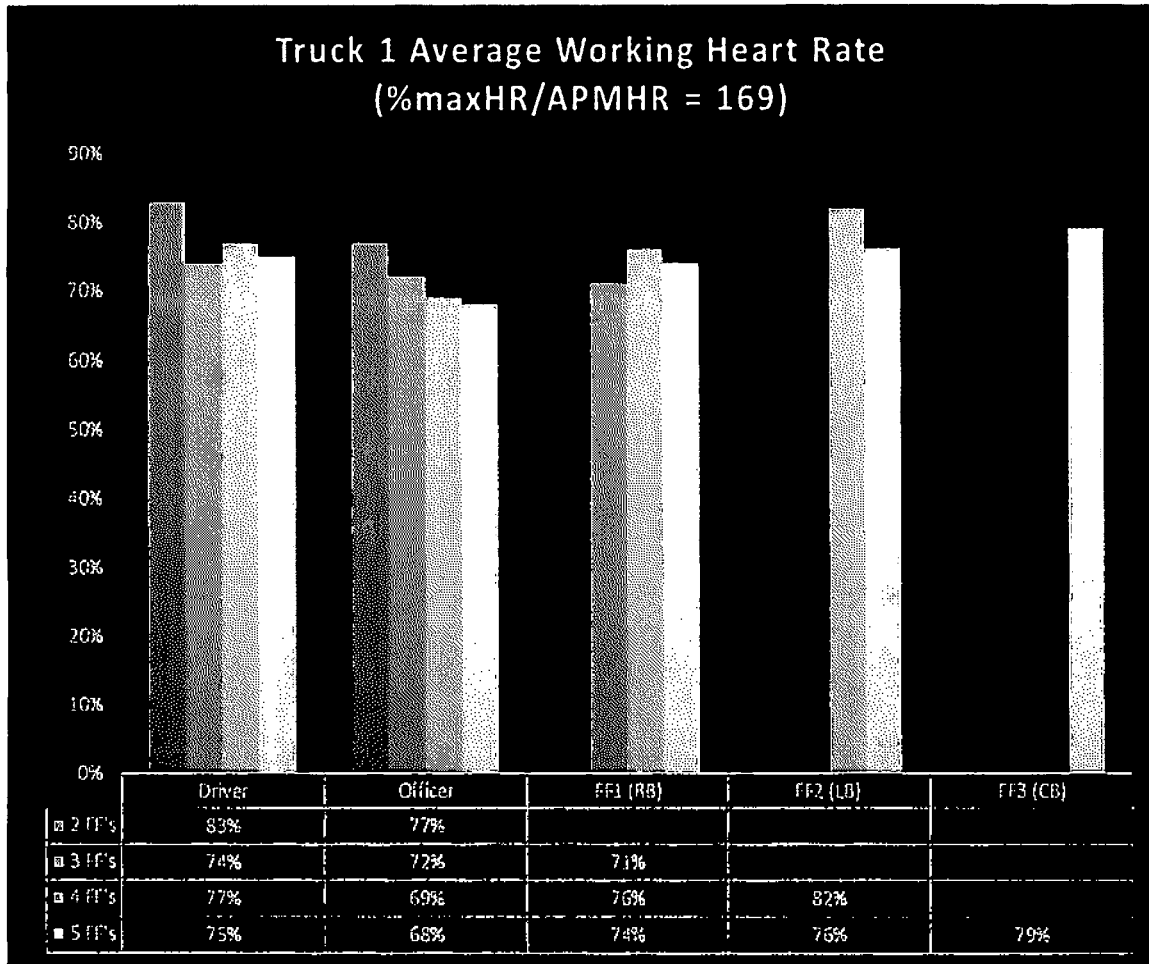
<sup>15</sup> Albert, C.A., Mittleman, M.A., Chae C.U., Lee, I.M., Hennekens, C.H., Manson, J.E. (2000) Triggering Sudden Death from Cardiac Causes by Vigorous Exertion. N Engl J Med 343(19):1355-1361



**Chart 1: Average Peak Heart Rate of First Engine (E1) with Different Crew Sizes by Riding Position.<sup>16</sup> In Chart 1, heart rates are expressed as a percent of maximal age-predicted maximal HR. The average heart rates for firefighters on the first engine company were above 80% of age-predicted maximum values when only 2 firefighters were working. When staffing was at 2 firefighters, the driver of the apparatus had an average peak heart rate of nearly 90% of the age-predicted maximum. This is largely due to the number of additional tasks the driver must perform to prepare the engine to pump water to the fire and then join the officer to stretch hose to the fire. As can be seen, the larger the crew size, the lower the heart rate.<sup>17</sup> Decision makers could potentially reduce their liability for firefighter injury and death by ensuring staffing is compliant with the minimum recommended industry standards of four firefighters per apparatus.**

<sup>16</sup> Riding position for Chart 1 are as follows: Driver, Officer, Firefighter 1-Right Bucket (RB) seat, Firefighter 2-Left Bucket (LB) seat, Firefighter 3- Center Bucket (CB) seat. A fire company that is staffed with 2 will consist of a Driver and an "Officer."

<sup>17</sup> Smith, D.L., Benedict, R. Effect of Deployment of Resources on Cardiovascular Strain of Firefighters. April, 2010. Pp 5-7



**Chart 2: Average Peak Heart Rate of First Truck (T1) with Different Crew Sizes by Riding Position.**<sup>18</sup> *In Chart 2, heart rates are expressed as a percent of maximal age-predicted maximal HR. The average heart rates for firefighters on the first truck company were above 80% of age-predicted maximum values when only 2 firefighters were working.*<sup>19</sup> Decision makers could potentially reduce their liability for firefighter injury and death by ensuring staffing is compliant with the minimum recommended industry standards of four firefighters per apparatus.

<sup>18</sup> Riding position for Chart 2 are as follows: Driver, Officer, Firefighter 1-Right Bucket (RB) seat, Firefighter 2-Left Bucket (LB) seat, Firefighter 3- Center Bucket (CB) seat. A fire company that is staffed with 2 will consist of a Driver and an "Officer."

<sup>19</sup> Smith, D.L., Benedict, R. Effect of Deployment of Resources on Cardiovascular Strain of Firefighters. April, 2010. Pp 5-7

### The Importance of a Rapid Response

Uncontained fire in a structure grows with every passing minute. Any delay in the initiation of fire suppression and rescue operations, such as the 5- to 7-minute delay that results from smaller sized crews of firefighters, translates directly into a proportional increase in expected property, life, and economic losses as is shown in Table 3, following page. It warrants emphasizing that if a structure has no automatic suppression or detection system, a more advanced fire may exist by the time the fire department is notified of the emergency and is able to respond. Fires of an extended duration weaken structural support members, compromising the structural integrity of a building and forcing operations to shift from an offensive to defensive mode.<sup>20</sup> As with inadequate staffing, this type of operation will continue until enough resources can be amassed to then change to an aggressive, offensive attack.

In the NIST study on the low-hazard residential fire, researchers also used fire modeling to mark the degree of the toxicity of the environment for a range of growth fires (slow, medium, and fast). Occupant exposures were calculated both when firefighters arrive earlier to the scene, and when arriving later. The modeling provided that the longer it takes for firefighters to rescue trapped occupants, the greater the risk posed to both the firefighters and occupants by increasing atmospheric toxicity in the structure.

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<sup>20</sup> According to the NFPA, "it's important to realize that every 250 GPM stream applied to the building can add up to one ton per minute to the load the weakened structure is carrying."

<b>Rate Per 1,000 Fires</b>			
<b>Fire Extension in Residential Structures:</b>	<b>Civilian Deaths</b>	<b>Civilian Injuries</b>	<b>Average Property Damage</b>
<b>Confined fires (identified by incident type)</b>	0.00	10.29	\$212.00
<b>Confined to object of origin</b>	0.65	13.53	\$1,565.00
<b>Confined to room of origin, including confined fires by incident type<sup>21</sup></b>	1.91	23.32	\$2,993.00
<b>Beyond the room, but confined to floor of origin</b>	22.73	64.13	\$7,445.00
<b>Beyond floor of origin</b>	24.63	60.41	\$58,431.00

**Table 3: The Relationship between Fire Extension and Fire Loss.**<sup>22</sup> The above table displays the rates of civilian injuries and deaths per 1,000 fires, as well as the property damage. Following the far left column from top to bottom, each row represents a more advanced level of fire involvement in a residence. Typically, the more advanced the fire, the larger the delay in suppression. Assuming an early discovery of a fire, companies staffed with larger crew sizes help to minimize deaths, injuries, and property loss. This highlights why a 5- to 7-minute delay in suppression activities by smaller sized crews results in higher economic losses to a residence.

<sup>21</sup> NFIRS 5.0 has six categories of confined structure fires including cooking fires confined to the cooking vessel, confined chimney or flue fires, confined incinerator fires, confined fuel burner or boiler fires or delayed ignition, confined commercial compactor fires, and trash or rubbish fire in a structure with no flame damage to the structure or its contents. Homes include one- and two-family homes (including manufactured housing) and apartments or other multifamily housing. These statistics are national estimates based on fires reported to U.S. municipal fire departments and so exclude fires reported only to federal or state agencies. National estimates are projections. Casualty and loss projections can be heavily influenced by the inclusion or exclusion of one unusually serious fire. Property damage has not been adjusted for inflation.

<sup>22</sup> National Fire Protection Association, NFPA 1710 (2016), Table A.5.2.2.2.1(b) Fire Extension in Home Structure Fires, 2006-2010.

## OSHA's "2 In/2 Out" Regulation

The "2 In/2 Out" Regulation is part of paragraph (g)(4) of the United States Occupational Safety and Health Administration's revised respiratory protection standard, 29 CFR 1910.134. The focus of this important section is the safety of fire fighters engaged in interior structural firefighting. OSHA's requirements for the number of firefighters required to be present when conducting operations in atmospheres that are immediately dangerous to life and health (IDLH) also covers the number of persons who must be on the scene before firefighting personnel may initiate an interior attack on a structural fire.

An interior structural fire (*an advanced fire that has spread inside of the building where high temperatures, heat and dense smoke are normally occurring*) would present an IDLH atmosphere and, therefore, require the use of respirators. In those cases, at least two standby persons, in addition to the minimum of two persons inside needed to fight the fire, must be present before firefighters may enter the building.<sup>23 24</sup> This requirement is mirrored in NFPA 1500, which states that "a rapid intervention team shall consist of at least two members and shall be available for rescue of a member or a team if the need arises. Once a second team is assigned or operating in the hazardous area, the incident shall no longer be considered in the 'initial stage,' and at least one rapid intervention crew shall be required."

NFPA Standard 1710 also supports the OSHA regulation by requiring a minimum of four personnel on all suppression apparatus. Portions of the 1710 Standard recommend that "fire companies whose primary functions are to pump and deliver water and perform basic firefighting at fires, including search and rescue... shall be staffed with a **minimum of four on-duty members,**"<sup>25</sup> while "fire companies whose primary functions are to perform the variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul and salvage work... shall [also] be staffed with a **minimum of four on-duty members.**"<sup>26</sup>

For either fire suppression company, NFPA 1710 states that "In jurisdictions with a high number of incidents or geographical restrictions, as identified by the AHJ,<sup>27</sup> these companies shall be staffed with a minimum of five on-duty members" and "In jurisdictions with tactical hazards, high-hazard occupancies, or dense urban areas, as identified by the AHJ, these companies shall be staffed with a minimum of six on-duty members."<sup>28</sup>

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<sup>23</sup> According to NFPA standards relating to fire fighter safety and health, the incident commander may make exceptions to these rules if necessary to save lives. The Standard does not prohibit fire fighters from entering a burning structure to perform rescue operations when there is a "reasonable" belief that victims may be inside.

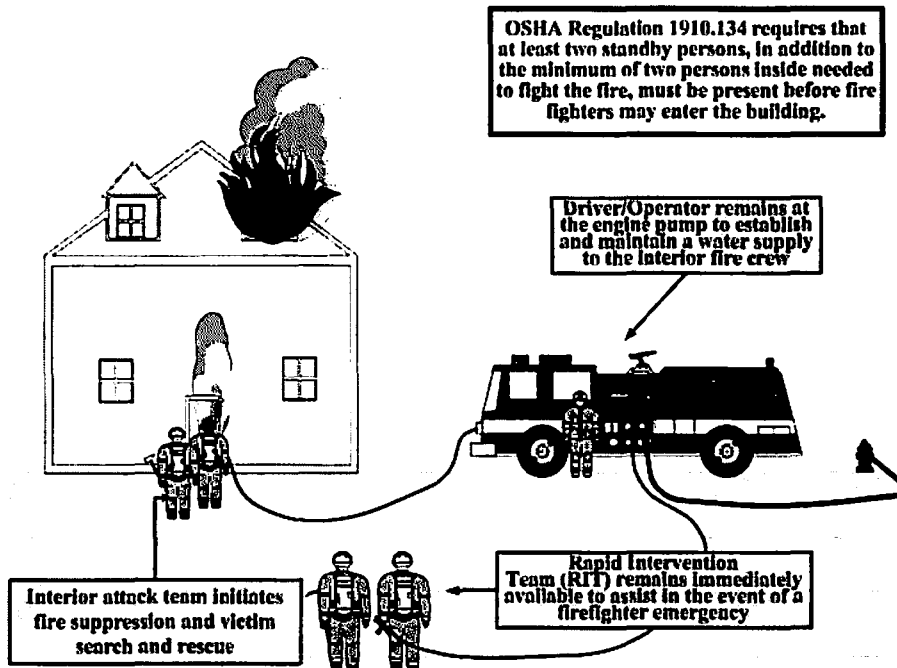
<sup>24</sup> Paula O. White, letter to Thomas N. Cooper, 1 November 1995 (OSHA)

<sup>25</sup> NFPA 1710, § 5.2.3.1 and § 5.2.3.1.1

<sup>26</sup> NFPA 1710, § 5.2.3.2 and § 5.2.3.2.1

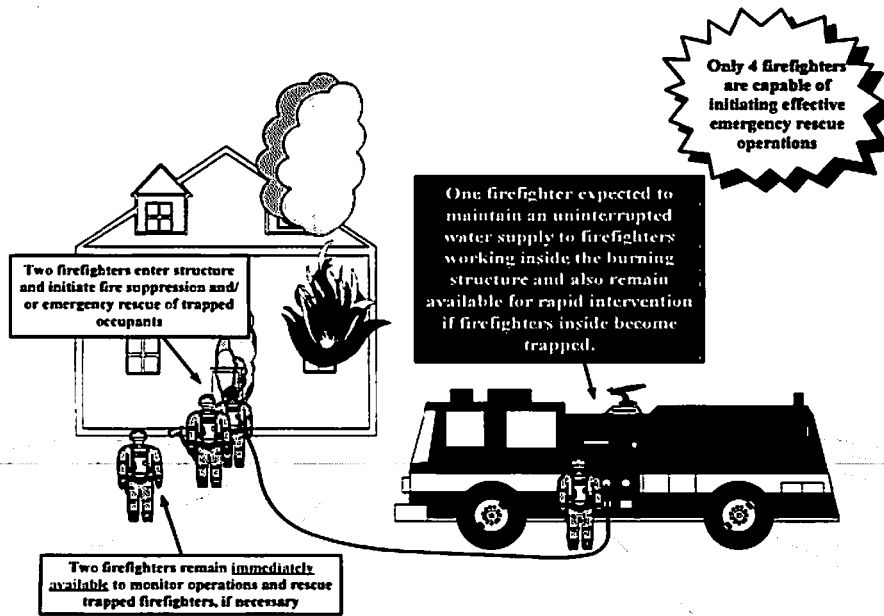
<sup>27</sup> Authority Having Jurisdiction.

<sup>28</sup> NFPA 1710, §5.2.3.1.2, § 5.2.3.1.2.1, § 5.2.3.2.2, and § 5.2.3.2.2.1.



**Figure 2: The OSHA “2 In/2Out” Rule.** The above figure depicts the number of firefighters required to meet OSHA regulation 1910.134, which demands one firefighter outside for every firefighter inside. In this sense, the firefighters outside can support a secondary attack line and facilitate the rescue of trapped or disabled firefighters should the need arise. In this scenario, the driver/operator of the apparatus is not counted towards the total number of firefighters.

A number of incidents exist in which the failure to follow “2 In/2 Out” procedures have contributed to firefighter casualties. For example, in Bridgeport, Connecticut in July 2010, two firefighters died following a fire where NIOSH later found that although a “Mayday” was called by the firefighters, it wasn’t responded to promptly as there was no Incident Safety Officer or Rapid Intervention Team (RIT) readily available on scene. In a second case, two firefighters were killed in a fire in San Francisco, California in June 2011. The initial RIT was re-assigned to firefighting duties, and the back-up RIT did not arrive on scene until after the victims were removed.



**Figure 3: Emergency “2 In/2 Out” Operations.** In the emergency model depicted above, the arriving fire apparatus is staffed with a crew of 4 personnel and operates under emergency conditions. In this case the driver/operator of the fire apparatus is also counted as a firefighter, which means that firefighter must be dressed in personal protective equipment (PPE) and be ready to participate in rescue if the need should arise.

When confronted with occupants trapped in a burning structure and a single fire company is on scene, only a company staffed with four firefighters is able to initiate emergency search and rescue operations in compliance with the “2 In/2 Out” Regulation. As indicated in the previous graphic, this requires the complete engagement of every firefighter from the first-in fire company, staffed with four, to participate in the effort, and means that the driver-operator of the apparatus must tend to the pump to ensure the delivery of water to the firefighters performing the initial attack and search and rescue operations and be prepared to make entry with the remaining firefighter should the crew operating inside become trapped.

Regardless, when there exists an immediate threat to life, only a company of four firefighters can initiate fire suppression and rescue operations in compliance with the “2 In/2 Out” regulation, and in a manner that minimizes the threat of personal injury. In crews with fewer than 4 firefighters, the first-in company must wait until the arrival of the second-in unit to initiate safe and effective fire suppression and rescue operations. This condition underlines the importance and desirability of fire companies to be staffed with four firefighters, and stresses the benefit of four-person companies and their ability to save lives without having to wait for the second-in company to arrive.

### Initial Full Alarm Assignment

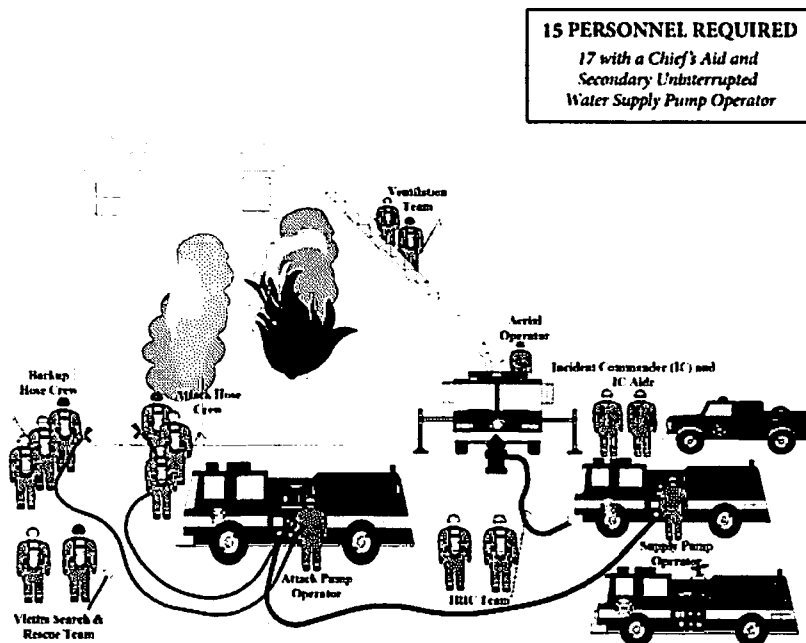
Initial Full Alarm Assignment Capability, as outlined in NFPA Standard 1710, recommends that the “fire department shall have the capability to deploy an initial full alarm assignment within a 480-second travel time to 90 percent of the incidents... [and that the] initial full alarm shall provide for the following:

<u>Assignment</u>	<u>Required Personnel</u>
<b>Incident Command</b>	<b>1 Officer</b>
<b>Uninterrupted Water Supply</b>	<b>1 Pump Operator</b>
<b>Water Flow from Two Handlines</b>	<b>4 Firefighters (2 for each line)</b>
<b>Support for Handlines</b>	<b>2 Firefighters (1 for each line)</b>
<b>Victim Search and Rescue Team</b>	<b>2 Firefighters</b>
<b>Ventilation Team</b>	<b>2 Firefighters</b>
<b>Aerial Operator</b>	<b>1 Firefighters</b>
<b>Initial Rapid Intervention Crew (IRIC)</b>	<b>2 Firefighters</b>
<b>Required Minimum Personnel for Full Alarm</b>	<b>14 Firefighters &amp; 1 Scene Commander</b>

Table 4: NFPA 1710, §5.2.4.1.1.<sup>29</sup> This breakdown of the expected capabilities of a full alarm assignment, in compliance with NFPA 1710, requires a minimum contingent of 15 fire suppression personnel. NFPA 1710 also requires that supervisory chief officers shall be assisted by a staff aide which will increase on-scene staffing to 16 personnel required to arrive at the scene of a structure fire within 8 minutes of travel. Although not specifically discussed in the standard, an industry best practice is to have a second uninterrupted water supply which requires a second dedicated engine pump operator. This second, dedicated pump operator brings the total count of firefighters to 17.

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<sup>29</sup> NFPA 1710, § 5.2.4.1



**Figure 4: Initial Full Alarm Assignment Deployed Within 8 Minutes.** The above figure depicts the full alarm assignment discussed in NFPA 1710, with an additional firefighter to act as an incident commander aide, and another additional firefighter to act as a pump operator for a supply apparatus.

In addition, NFPA 1710, §5.2.4.3.2 states, “The Fire Department shall have the capability for additional alarm assignments that can provide for additional command staff, members, and additional services, including the application of water to the fire; engagement in search and rescue, forcible entry, ventilation, and preservation of property; safety and accountability for personnel; and provision of support activities...” The Sheboygan Fire Department does not have the capability to respond to simultaneous requests for service that require multiple apparatus. Additionally, the Fire Department does not have sufficient resources to respond to medium- or high-hazard incidents.

The ability of adequate fire suppression forces to greatly influence the outcome of a structural fire is undeniable and predictable. Data generated by the NFPA provides empirical proof that a rapid and aggressive interior attack can substantially reduce loss of life and the loss of property associated with structural fires. Each stage of fire extension beyond the room of origin directly increases the rate of citizen fatalities, injuries, and property damage.

Fire growth is exponential, growing in a non-linear manner over time. Extending the time for crew assembly by waiting for additional crews to arrive causes on-scene risk to escalate. The higher the risks at the time firefighters engage in fire suppression, the greater the chance of poor outcomes including civilian injury or death, firefighter injury or death, and increased property loss.

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# High-Rise Operations

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*Although this section specifically addresses fire response to high-rise buildings, it is important to note that the discussion can be extrapolated to large area buildings such as manufacturing centers, warehouses, grocery stores, schools, and other structures with a high fire load and populations.*

## Overview of High-Rises

High-rise buildings were once found exclusively in urban cities. However, today they are commonly found in small and mid-sized suburban communities as well. Many high-rise buildings in suburban areas are newer, shorter, and protected by automatic sprinkler systems, although this is not always a guarantee. NFPA 101, Life Safety Code, 2012 Edition and the International Code Council's International Building Code both define a high-rise structure as a building more than 75 ft. (23 m) in height, measured from the lowest level of fire department vehicle access to the bottom of the highest occupied floor. High-rises, which are described in NFPA 1710 §A.3.3.28 as high-hazard occupancies, represent an extraordinary challenge to fire departments and are some of the most challenging incidents firefighters encounter.

High-rise buildings may hold thousands of people above the reach of fire department aerial devices and the chance of rescuing victims from the exterior is greatly reduced once a fire has reached flashover. The risk to firefighters and occupants increases in proportion to the height of the building and the height of the fire above grade level.<sup>30</sup> This is especially true once firefighters are operating above the reach of aerial ladders on truck companies. In these situations, the only viable means of ingress or egress is the interior stairs. Therefore, a sound fire department deployment strategy, effective operational tactics, and engineered fire protection systems cannot be separated from firefighter safety. As in any structure fire, engine company and truck company operations must be coordinated.

High-rise buildings present a unique threat to the fire service. Multi-floor fires such as the Interstate Building Fire, One Meridian Plaza Fire, World Trade Center collapse, Cook County Administration Building Fire, and Deutsche Bank Building Fire each represented serious challenges to the operational capabilities of a modern fire department. According to the NFPA, between 2007 and 2011, there were an estimated 15,400 reported high-rise structure fires per year that resulted in associated losses of 46 civilian deaths, 520 civilian injuries, and \$219 million in direct property damage. Office buildings, hotels, apartment buildings, and health care facilities accounted for nearly half of these high-rise fires.<sup>31</sup>

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<sup>30</sup> Klaene, B. and Sanders, R. (2007). Structural Firefighting: Strategies and Tactics- High-Rise. Jones and Bartlett 2007.

<sup>31</sup> Hall, J.R. (2013), High-Rise Building Fires. NFPA.

Although the frequency of fires in high-rise structures is low, they pose a high consequence of loss with regards to injury, loss of life, and property damage. Even if a department does not respond to high-rise buildings at present, it may in the future as urban sprawl continues and/or jurisdictional border restrictions and population growth require taller buildings to meet residential needs.

### High-Rise Firefighting Tactics

As has been stated, in a high-rise fire the risk to firefighters and occupants increases in proportion to the height of the building and the height of the fire above ground level. As the level of the fire floor gets higher, firefighters are required to carry more equipment further and must rely more on the building's standpipe system. A standpipe system is a piping system with discharge outlets at various locations usually located in stairwells on each floor in high-rise buildings that is connected to a water source with pressure supplemented by a fire pump<sup>32</sup> located in the building and/or a fire apparatus with pumping capabilities.

A fire in a high-rise building can threaten occupants and responding firefighters. Because of the amount of time it takes firefighters encumbered with equipment to access the involved floors, the fire may have expanded well past the area of origin. This means that firefighters can encounter a large volume of fire and darkened conditions when they arrive on the involved floors. This can be further complicated if the building is not equipped with a sprinkler system. Additionally, open-layout floor plans such as office buildings with cubicle farms can challenge both the standpipe's flow capacity and fire department resources in regards to search, rescue, and hoseline deployment. The most effective way to extinguish a high-rise fire is by mounting an offensive attack as early as possible, because in the vast majority of historic high-rise fires, the best life safety tactic is extinguishing the fire. Good high-rise firefighting tactics and firefighter/occupant safety cannot be separated. As with a residential structure fire, the first arriving suppression apparatus should be on the scene within four minutes of travel time. However, when responding to any high-hazard buildings or structures, which include high-rises, first responding fire apparatus should be staffed with five to six firefighters per NFPA 1710, upon the determination of the Authority Having Jurisdiction (AHJ).

Similar to residential structure fires, there are several critical tasks that must be accomplished. However, unlike residential firefighting in a 2,000 square foot residence, firefighters working at a high-rise fire must travel upwards of more than three stories and carry additional equipment beyond the normal requirements. Additionally, as it takes longer to assemble an effective firefighting force and to access the fire floor, firefighters are likely to encounter a large volume of fire and will therefore have an extended fire attack. Because of this, it is necessary to establish an equipment supply chain to transport equipment and resources up and down the building.

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<sup>32</sup> Structural Firefighting Strategy and Tactics 2<sup>nd</sup> Edition. Klaene B., Sanders R. NFPA 2008

### ***Search and Rescue***

Search and rescue are critical fireground tasks that comprise a systematic approach to locating possible victims and removing those victims from known danger to a safe area. In a residential structure fire, searches are normally conducted by a crew of two firefighters, supplemented by an attack or ventilation crew. However, high-rise structures pose challenges regarding search and rescue that are not typically encountered in residential housing. For commercial high-rises and wide-area structures, large open areas and cubicle farms require additional search and rescue teams so that thorough searches can occur over a larger area than found in most residences. In addition to these larger areas, search and rescue can be further complicated because conscious victims may retreat to areas in an attempt to find shelter from heat and smoke. These areas may differ from places where they are typically seen by coworkers, making locating them difficult if they are unaccounted for.

In residential high-rises, apartments typically lack two exits and usually share a common hallway for egress. Doors left open by victims fleeing fire can allow fire and smoke to spread into the hallway and impact escape attempts. Firefighters will be slowed in their search since they will be required to force their way into numerous apartments to search for victims. For this reason, regardless of commercial or residential, it is essential for there to be multiple search and rescue teams operating per involved floor to quickly locate victims in large surface areas. It is also necessary for additional search and rescue teams to search the floors above the fire and the highest floor of the building, due to how fire and smoke spread to the rest of the building. Search and rescue teams should also be supplemented with evacuation management teams to assist injured or disabled victims down the stairwells so searching can continue. Because of the larger search area, NFPA 1710 requires a minimum of four firefighters for searching and a minimum of four firefighters for evacuation management teams.

### ***Fire Extinguishment***

Fire extinguishment is a critical factor, since the intensity and size of the fire will determine the extent to which combustion gases are heated and how high they will rise inside the building. Building suppression systems, both active and passive, can impact fire growth, occupant safety, and firefighter safety and effectiveness. Such features include active fire detection and automatic sprinkler systems that are designed to either extinguish the fire or contain it until firefighters arrive.

Once firefighters are on scene, they will complete a series of fire confinement and extinguishment tasks. Firefighters access the structure, locate the fire, locate any avenues of spread, place hoselines, and establish a water supply. Once a water supply is established, water should be placed at the seat of the fire or in the compartment containing the fire to extinguish it. Unlike residential structure fires where hoselines can be stretched from the fire apparatus into the

structure, high-rise structures require the use of standpipe systems to combat fire. This requires firefighters to carry multiple sections of hose to the affected floors and connect into the system to fight fire. Minimally, firefighters must deploy two hoselines to the involved floor and one hoseline to the floor above the fire. The third hoseline supports a number of critical tasks in the suppression effort. Principally, it is used to protect search and rescue teams, but also to stop the spread of fire as a result of conduction and convection through exposed pipes, metal framing, and ventilation systems.

### *Ventilation*

Ventilation affects both search and rescue and fire extinguishment. Coordinated ventilation may be implemented at any time during the operation, but it should be coordinated with suppression and interior rescue activities. Ventilation is used to channel and remove heated air, smoke, fire gases, and other airborne contaminants. Applying proper ventilation at the right time and place is key to firefighter and occupant safety. Venting at the wrong time or place can draw active fire toward fresh air, which will injure or kill anyone in its path. In instances of high-rise fire suppression, adequate and appropriate ventilation is important to keep stairways free of smoke and noxious gases for victims who are evacuating.

Because of the size of high-rise buildings and high-hazard structures in general, a larger number of firefighters is required for a ventilation team than would be for a residential structure. NFPA 1710 recommends a minimum of four firefighters to be assigned to ventilation.

### *Support*

As has been discussed, fire suppression in a high-rise or high-hazard structure requires the establishment of a supply chain to shuttle equipment to different locations. Additionally, with increased resources and personnel, there is an increased need for additional supervision and accountability.

One critical support variable in high-rise fire operations is the availability of reliable elevators. If firefighters can safely use the elevators to move people and equipment, fire-ground logistics may be significantly improved. When the fire is located several floors above ground level, there is a strong inclination to use the elevators. However, fire service access elevators<sup>33</sup> may not be available in all buildings. Therefore, adequate stairways are necessary for firefighters to transport equipment and reach the fire floor for suppression.

Moving supplies and staff up 10, 20, 30, or more stories is an arduous task. If it is not properly managed, firefighters may be exhausted and unable to fight the fire or rescue trapped occupants.

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<sup>33</sup> A fire service elevator is engineered to operate in a building during a fire emergency and complying with prescriptive building code requirements and the American Society of Mechanical Engineers (ASME) A 17.1 safety standard for elevators.

Additionally, joint use of stairways by firefighters moving upward and occupants attempting to evacuate may increase the overall evacuation time of the occupants, as well as delay the firefighters' efforts to begin critical tasks such as fire suppression or search and rescue operations. As such, it is important to have multiple firefighters to help carry equipment upstairs and manage resource distribution.

To accomplish the critical fireground tasks associated with high-rise firefighting and meet the minimum staffing objectives for task completion, NFPA 1710 recommends the following company sizes for the first arriving unit(s) on the scene within four minutes of travel time for response to high-hazard structure:

- In jurisdictions with a high number of incidents or geographical restrictions, as identified by the AHJ, these companies shall be staffed by a minimum of five on-duty members.<sup>34</sup>
- In jurisdictions with tactical hazards, high-hazard occupancies, or dense urban areas, as identified by the AHJ, these fire companies shall be staffed with a minimum of six on-duty members.<sup>35</sup>

As indicated by the tasks that must be accomplished on a high-rise fireground, understanding the required resources is critical. The number of firefighters needed to safely and effectively combat a high-rise fire may be large. Although an offensive fire attack is the preferred strategy whenever conditions and resources permit, a defensive attack that limits operations to the outside of a building and generally results in more property damage must be considered when risks to firefighter safety are too great and benefits to building occupants are negligible. The offensive vs. defensive decision is based on a number of factors: fireground staffing available to conduct an interior attack, a sustained water supply, the ability to conduct ventilation, and risk vs. benefit analysis regarding firefighter and occupant safety. Table 7, on the next page, displays the minimum number of firefighters required to arrive in the first full alarm assignment to a high-rise fire.

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<sup>34</sup> NFPA 1710. §5.2.3.1.2

<sup>35</sup> NFPA 1710. §5.2.3.1.2.1, §5.2.3.2.2, and §5.2.3.2.2.1.

<u>Assignment</u>	<u>Required Personnel</u>
<b>Incident Command</b>	<b>1 Incident Commander 1 Incident Command Aide</b>
<b>Uninterrupted Water Supply</b>	<b>1 Building Fire Pump Observer 1 Fire Engine Operator</b>
<b>Water Flow from Two Handlines on the Involved Floor</b>	<b>4 Firefighters (2 for each line)</b>
<b>Water Flow from One Handline One Floor Above the Involved Floor</b>	<b>2 Firefighters (1 for each line)</b>
<b>IRIC/RIC Two Floors Below the Involved Floor</b>	<b>6 Firefighters</b>
<b>Victim Search and Rescue Team</b>	<b>4 Firefighters</b>
<b>Point of Entry Accountability</b>	<b>1 Officer 1 Officer's Aide</b>
<b>Evacuation Management Teams</b>	<b>4 Firefighters (2 per team)</b>
<b>Elevator Management</b>	<b>1 Firefighter</b>
<b>Lobby Operations Officer</b>	<b>1 Officer</b>
<b>Trained Incident Safety Officer</b>	<b>1 Officer</b>
<b>Staging Officer Two Floors Below Involved Floor</b>	<b>1 Officer</b>
<b>Equipment Transport to Floor Below Involved Floor</b>	<b>2 Firefighters</b>
<b>Firefighter Rehabilitation</b>	<b>2 Firefighters (1 must be ALS)</b>
<b>Vertical Ventilation Crew</b>	<b>1 Officer 3 Firefighters</b>
<b>External Base Operations</b>	<b>1 Officer</b>
<b>2 EMS ALS Transport Units</b>	<b>4 Firefighters</b>
<b>Required Minimum Personnel for Full Alarm</b>	<b>36 Firefighters 1 Incident Commander 6 Officers</b>

**Table 5: Number of Firefighters for an Initial Full Alarm to a High-Rise Fire.** Fighting fire in high-rise structures poses many unique obstacles and challenges other than are found in a residential structure fire. Hose cannot be deployed directly from fire apparatus and needs to be carried, with other equipment, to the location of the fire. Search and rescue is impacted by large areas and accessibility concerns. Additionally, because of delays in access, firefighters are likely to encounter a high volume of fire which will necessitate a supply chain to equip ongoing suppression efforts. A single alarm response to a high-rise building minimally requires 43 responders, consisting of 36 firefighters, 1 incident commander, and 6 officers.

# Fire Department EMS Operations

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In recent years, the provision of emergency medical services has progressed from an amenity to a citizen-required service. More than 90% of career and combination fire departments provide some form of emergency medical care, making fire departments the largest group of prehospital EMS providers in North America. In many fire departments that deliver prehospital care, EMS calls can equate to over 75% of total call volume.

In an analysis of data from over 300 fire departments in the United States, first responder units, which are typically fire engines, arrived prior to ambulances approximately 80% of the time.<sup>36</sup> This is likely due to the fact that fire stations housing first responder units, which are equipped and staffed with dual-role firefighter/emergency medical service technicians and supplies, are more centrally located and are able to effect a quicker response and provide life-saving procedures in advance of an ambulance. This reinforces why it is in the best interest of the public good for the fire department to provide EMS transport as well as first response.

The benefit of supporting EMS transport within fire department operations is that fire departments are already geared towards rapid response and rapid intervention. Strategically located stations and personnel are positioned to deliver time critical response and effective fire suppression and are therefore equally situated to provide effective response to time critical requests for EMS service. Both fire suppression and EMS response are required by industry standards to have adequate personnel and resources operating on scene within 8 minutes.<sup>37</sup> In both fire suppression and EMS incidents, time is directly related to the amount of damage, either to the structure or the patient. By providing EMS patient transport to the residents and visitors of the City, the Sheboygan Fire Department has been able to provide a value-added service to the community. Fire-based EMS in Sheboygan is dedicated to providing care to the citizens while they are at their most vulnerable.

When ambulance response is prolonged, a patient will be further delayed in reaching a medical facility to receive definitive care. This is especially dangerous for incidents of chest pain, stroke, and survivable cardiac arrest. Many times, patients experiencing symptoms associated with these events may not recognize the onset indicators and immediately call for assistance.<sup>38,39,40,41</sup>

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<sup>36</sup> Lori Moore-Merrell and others, Report on Residential EMS Field Experiments, (September, 2010); pp. 10.

<sup>37</sup> NFPA 1720: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

<sup>38</sup> American Heart Association, *Heart Disease and Stroke Statistics-2005 update*, Dallas, TX: AHA 2005

<sup>39</sup> Time from Symptom Onset to treatment and outcomes after thrombolytic therapy. Newby LK, et al. *J Am Coll Cardiol*. 1996;27:1646-1655

<sup>40</sup> An International Perspective on the Time to Treatment of Acute Myocardial Infarction. Dracup, K. et al. *J Nurs Scholarsh* 2003;35:317-323

<sup>41</sup> Prehospital and In-hospital Delays in Acute Stroke Care. Evanson, KR, et al. *Neuroepidemiology* 2001;20:65-76

Acute Coronary Syndrome (ACS), or heart attack, is the number one leading cause of death in the United States. Experts agree that an ACS event should receive definitive care from a hospital within one hour of onset of symptoms. One study found that definitive care for ACS within one hour of onset improves survivability by 50% and 23% if definitive care was given within 3 hours.<sup>42</sup>

Strokes, which are the number three cause of death in the U.S., as well as a leading cause of disability, also benefit from expedient treatment in definitive care. Ischemic stroke, which is a stroke caused from a blood clot, can be effectively treated if definitive care is received within 3 to 4.5 hours<sup>43</sup> of onset of symptoms. The sooner a patient receives definitive treatment from onset of symptoms, the less likely a patient is to suffer disability from this type of stroke. However, it is important to emphasize that before the time critical treatment can be administered to the patient in the hospital, there is a time intensive assessment that must be performed to ensure the patient is qualified to receive the treatment.

The current benchmark for an ischemic stroke patient “door to needle”<sup>44</sup> is less than or equal to 60 minutes. However, Steps Against Recurrent Stroke (STARS) registry shows that the median door to needle time is 96 minutes or 1 hour and 36 minutes.<sup>45</sup>

When fire departments provided EMS it is typically reserved for emergency responses and there is an increased likelihood that a patient will receive an ambulance and a first responding fire apparatus in not only a timely manner, but also frequently at the same, or close to the same time. This is extremely beneficial to the patient as most EMS responses, particularly the previously mentioned conditions, are labor intensive. Patients suffering from ACS should not perform any form of exertion as to minimize any damage that is occurring. Patients suffering from strokes are frequently unable to exert due to physical disabilities caused by the incident. A large crew is able to provide simultaneous interventions while assessment is being performed thereby reducing the on-scene time. Following completion of critical tasks, the crew can then facilitate a safe removal of the patient to the ambulance and minimize the risk of injury to patient and provider.<sup>46</sup>

One of the most labor intensive and time critical requests for EMS response is cardiac arrest, which globally affects 20-140 out of every 100,000 people. Traditionally, the American Heart Association (AHA) taught a method of cardiac resuscitation that involved single rescuer

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<sup>42</sup> Association of patient delays with symptoms, cardiac enzymes, and outcomes in acute myocardial infarction. Rawles, JM. Et al. *Eur Heart J.* 1990; 11:643-648.

<sup>43</sup> Thrombolysis with Alteplase 3 to 4.5 Hours after Acute Ischemic Stroke. Hacke, W. et al. *N Engl J Med.* 2008;359:1317-1329

<sup>44</sup> “Door to Needle” is an industry specific term that refers to the time the patient entered the emergency department to the time the received the treatment. A drug named recombinant tissue plasminogen activator (rt-PA) is utilized to dissolve the thrombosis causing the stroke. Current FDA approvals limit this drug’s use to 3-4.5 hours from initial symptoms and require a CT scan and labs before administration.

<sup>45</sup> Improving Door-to-Needle Times in Acute Ischemic Stroke: The Design and Rational for the American Heart Association/American Stroke Association’s Target: Stroke Initiative. Fonarow, Gregg, et al. *Stroke* 2011;42:00-00

<sup>46</sup> National Institute of Standards and Technology Report on Residential EMS Field Experiments September, 2010

performance of prioritized action.<sup>47</sup> However, there was a gap between instruction and practice which led to confusion and may have potentially reduced survival. In reality, providers respond and function in teams larger than two.

The AHA's guidelines for cardiac resuscitation focuses on a team-centric approach. Evidence-based research suggests that the manner in which CPR was being performed was inherently inefficient and only provided 10-30% of the normal blood flow to the heart and 30-40% to the brain.<sup>48,49</sup> This was linked to provider fatigue from administering chest compressions, and as such, these studies indicate that providers should be rotated to ensure effective depth and rhythm of chest compressions. Consensus documents from the AHA recommend that providers should rotate with every two-minute cycle of CPR. It was also recommended that requests for EMS service for cardiac arrest also have a team leader to organize priorities and direct resources as they arrive or are needed. The team leader would also be responsible for identifying symptoms of fatigue and making appropriate assignment adjustments to ensure maximally efficient CPR.

Although the AHA and other researchers have not identified what an optimally sized crew for effective team-centric CPR should be, some consensus literature from the AHA has mentioned that five providers were best suited to perform resuscitation. However, providers may be required to perform multiple tasks. Industry best practices, through the guidance of Medical Directors, have suggested six providers would be most successful in minimizing confusion and redundancy.

An EMS crew consisting of six personnel would require four personnel arriving with the first responding fire apparatus and two with the ambulance.<sup>50</sup> For an all-ALS system, two of the six should be Paramedics, with a minimum of one assigned to each of the responding apparatus. Some ALS systems require two Paramedics on the ambulance and a minimum of one on the first responding fire apparatus. However, these deployment options are determined by State directive or Medical Director's discretion. Regardless of the make-up of the EMS certification level of the providers on scene, an ALS integrated cardiac arrest response should provide for the following: a lead provider, an airway manager, two providers to interchangeably deliver chest compressions, a provider to establish an intravenous medication line and administer medications, and a provider to operate the monitor.

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<sup>47</sup> Highlights of the 2010 American Heart Association Guidelines for CPR and ECC

<sup>48</sup> Determinants of Blood Flow during Cardiac Resuscitation in Dogs. Halperin, HR et al. *Circulation* 1986;73:539-550

<sup>49</sup> Increased Cortical Cerebral Blood Flow with LUCAS, a New Device for Mechanical Chest Compressions Compared to Standard External Compressions during Experimental Cardiopulmonary Resuscitation. Rubertson S, et al. *Resuscitation*. 2005;65:357-363

<sup>50</sup> NFPA 1917: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments

In Sheboygan, the ambulances and engine companies respond together on all incidents. If ambulance crews are assisting on a fire response, EMS patients will wait longer for medical care, which has the potential to exacerbate the underlying condition. Additionally, if outside agencies are being used to pick up some of these calls, the City may be losing revenue generated by transports. The City should review all call data to determine the amount of calls that are responded to outside of adopted response time goals. The City should then make the determination to increase staff and apparatus utilization to ensure all citizens receive expedient and appropriate care.

# Fire Department Deployment Analysis

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Before discussing the staffing and deployment analysis of Sheboygan Fire Department resources, it is imperative to understand the intricacies of distribution and concentration. Although adequate staffing is a key element contributing to positive outcomes, fire station location and apparatus deployment are equally important.

## The Importance of Adequate Resources: Distribution

Distribution involves locating geographically distributed, ideal first-due resources for all-risk initial intervention. Distribution describes first due arrival. Station locations are needed to assure rapid deployment for optimal response to routine emergencies within the response jurisdiction. Distribution can be evaluated by the percentage of the jurisdiction covered by the first-due units within adopted public policy service level objectives.<sup>51</sup> In this case, distribution is measured by the percentage of roads that are covered from each fire station within 4- and 8-minute travel times to adhere to NFPA 1710 standards.

Distribution study requires geographical analysis of first due resources. Distribution measures may include:<sup>52</sup>

- Population per first due company
- Area served per first-due company (square miles)
- Number of total road miles per first-due company (miles)
- Dwelling unit square footage per first due company
- Maximum travel time in each first-due company's protection area
- Catchment areas (4-minute road response from all fire stations) to determine gap areas and overlaps of first-due resources
- Areas outside of actual performance
  1. Population not served
  2. Area not served (square miles)
  3. Road miles not served (miles)

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<sup>51</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 52.

<sup>52</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 52.

#### 4. Dwelling unit square footage not served

- First-due unit arrival times (Engine, Truck, ALS unit, etc.)

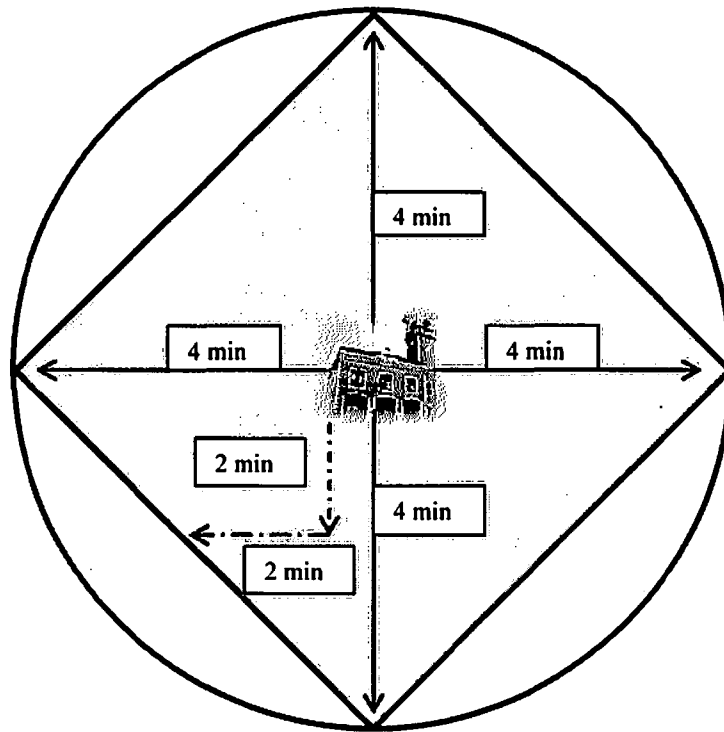
A major item to be considered in the distribution of resources is travel time. It should be a matter of public policy that the distribution of fire stations in the community is based on the element of travel time and the response goal. Travel time should be periodically sampled and analyzed to determine whether or not the fire department is achieving a reasonable response performance to handle emergencies.<sup>53</sup>

Evaluating a small number of incidents for response time performance does not reflect the true performance of the Department. Analyzing incident demand measured over a 3-5 year period will provide a more accurate assessment of the delivery system performance. Completing the same analysis over a period of time will allow for trend analysis as well.<sup>54</sup>

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<sup>53</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 53

<sup>54</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 53



**Figure 5: Normal Distribution Model for an Initial 4-Minute Response Area.**<sup>55</sup> As depicted in the above figure, fire stations and emergency resources should be distributed throughout a community so that citizens receive equitable coverage and protection. However, there are additional points of concern when modeling a response district such as road network, traffic patterns, and building occupancies.

Distribution strives for an equitable level of outcome: Everyone in the community is within the same distance from a fire station. Distribution is based on probabilities that all areas experience equal service demands, but not necessarily the same risk or consequences as those demands for service in other areas. For example, suburban communities in the City may have the same service demand as an industrial factory area, but the level of risk is very different. This can have an impact on fire station locations as placement would probably put the stations near high risk areas with shorter travel times. Additionally, EMS response times based on medical emergencies will drive equal distribution in the community and negate distribution based on risk, as the risk is equal.

First unit arrival times are the best measure of distribution. It should be noted that if an area experiences fire unit arrival times outside the adopted performance measure, in this case 4-minute travel time per NFPA 1710, it does not necessarily mean it has a distribution issue.<sup>56</sup>

<sup>55</sup> Derived from Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 53

<sup>56</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 55

Other issues occur such as reliability, call processing times and turnout times, and traffic which can affect the overall performance of response times.

An effective response force for a fire department is impacted not only by the spacing of fire stations but also by the type and amount of apparatus and personnel staffing the stations. To assemble the necessary apparatus, personnel, and equipment within the prescribed timeframe, all must be close enough to travel to the incident, if available upon dispatch. The placement and spacing of specialty equipment is always challenging.<sup>57</sup> Specialty units tend to be trucks, rescue units, hazmat, or Battalion personnel. Most often there are less of these types of equipment and personnel compared to the first-line response of engines and medic units. Selecting where to put specialty units requires extensive examination of current and future operations within the fire department and a set goal of response time objectives for all-hazards emergencies within the City.

#### Distribution vs. Concentration

Major fires have a significant impact on the resource allocation of any fire department. The dilemma for any fire department is staffing for routine emergencies and also being prepared for the fire or emergency of maximum effort. This balancing of distribution and concentration staffing needs is one that almost all fire agencies face on an ongoing basis.

The art in concentration spacing is to strike a balance with respect as to how much overlap there should be between station areas. Some overlap is necessary to maintain good response times and to provide back-up for distribution when the first-due unit is unavailable for service or deployed on a prior emergency.

Concentration pushes and pulls distribution. Each agency, *after risk assessment and critical task analysis*, must be able to quantify and articulate why its resource allocation methodology meets the governing body's adopted policies for initial effective intervention on both a first-due and multiple-unit basis.<sup>58</sup>

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<sup>57</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 62

<sup>58</sup> Commission on Fire Accreditation International, 5<sup>th</sup> Edition. 2008. Page 62-63

# Mapping Analysis of the Sheboygan Fire Department

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In creating this document, it was important to ascertain where stations were located and if they were located to provide safe and effective coverage to the citizens. In order to make this assessment, the IAFF created maps of Sheboygan Fire Department response area and plotted the fire station locations.

Computer modeling was then used to determine the distance apparatus could travel in 4 and 8 minutes. The following table specifies the current locations of the five stations.

<b>Station</b>	<b>Address</b>	<b>Apparatus</b>	<b>Staffing</b>
<b>1</b>	<b>833 New York Ave.</b>	<b>Engine 1 Med 1</b>	<b>2 FF 2 FF/Paramedic</b>
<b>2</b>	<b>2413 S. 18th St.</b>	<b>Rescue 2 Med 2</b>	<b>3 FF 2 FF/Paramedic</b>
<b>3 (Command)</b>	<b>1326 N. 25th St.</b>	<b>Engine 3 Med 3 Command</b>	<b>2 FF 2 FF/Paramedic Battalion Chief</b>
<b>4</b>	<b>2622 N. 15th St.</b>	<b>Ladder 4</b>	<b>3 FF</b>
<b>5</b>	<b>4504 S. 18th St.</b>	<b>Ladder 5 Engine 5</b>	<b>2 FF Cross-Staffed</b>

**Table 6: Current Fire Station Locations.** The above table displays where apparatus are housed and the typical on-duty staffing. The Department deploys the engines and medics together on all call types in order to supplement the engine company staff. This can create significant delays to the overall emergency response system. If the engine is assisting on a medical call, the engine crew will be unavailable to respond to a suppression incident. Likewise, if the EMS crew is assisting the engine with a fire call, patients may be delayed in receiving medical treatment until another unit becomes available. This reduces both fire protection and EMS response capabilities within the jurisdiction. Ladder 4 and 5 apparatus are quints and generally perform ladder operations. If the truck company arrives on scene first it may be directed to start engine operations. Once additional apparatus arrives on scene, the truck company will transition to ladder operations. This practice is inefficient as the truck company may have to re-position itself in order to perform ladder operations, thus delaying life-saving fire suppression and rescue tasks. Station 5 also employs cross-staffing to staff an engine and a ladder truck which can further create delays in response.

Station	Responses Per Year			
	2013	2014	2015	Total
1	1,451	1,470	1,170	4,091
2	1,007	962	689	2,658
3	1,219	1,257	937	3,413
4	808	768	628	2,204
5	490	538	416	1,444
				13,810

**Table 7: Unit Responses Per Year 2013-2015.** The above table displays the number of runs per station each year for the years 2013, 2014 and 2015 (thru 09/30/2015). Station 1 and Station 2 (proposed stations for closure), rank 1st (29.6%) and 3<sup>rd</sup> (19.25%) respectively, in the number of responses per year.

Travel times were modeled using ESRI ArcGIS version 10.3. Fire stations were identified on Geographic Information System (GIS) maps as starting points with vehicles traveling at posted road speeds.

When generating the maps, a number of assumptions needed to be addressed prior to drawing conclusions from the analysis. These assumptions are as follows:

- Modeled travel speeds are based on reasonable and prudent road speeds. Actual response speeds may be slower, and the associated travel times greater, with any unpredictable impedances including, but not limited to:
  - Traffic Incidents: Collisions and vehicle breakdowns causing lane blockages and driver distractions.
  - Work Zones: Construction and maintenance activity that can cause added travel time in locations and times where congestion is not normally present.
  - Weather: Reduced visibility--road surface problems and uncertain waiting conditions result in extra travel time and altered trip patterns.
  - Special Events: Demand may change due to identifiable and predictable causes.
  - Traffic Control Devices: Poorly timed or inoperable traffic signals, railroad grade crossings, speed control systems, and traveler information signs contribute to irregularities in travel time.
  - Inadequate Road or Transit Capacity: The interaction of capacity problems with the aforementioned sources causes travel time to expand much faster than demand.<sup>59</sup>

<sup>59</sup> David Shrank and Tim Lomax, The 2003 Urban Mobility Report, (Illinois Transportation Institute, Illinois A&M University: September 2003).

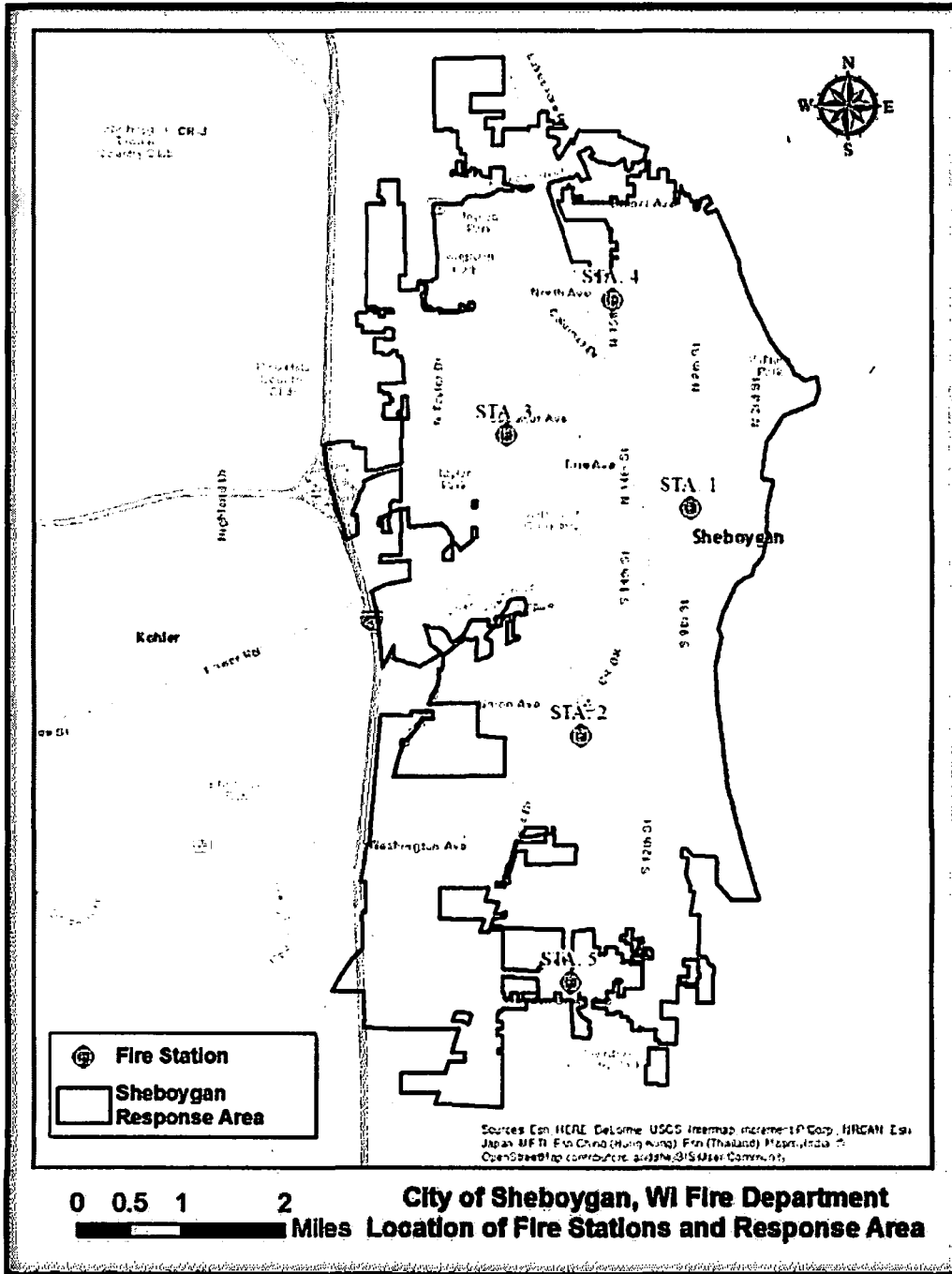
In addition, it is reasonable to suggest that because larger emergency vehicles are generally more cumbersome and require greater skill to maneuver, their response may be more negatively affected by their weight, size, and in some cases, inability to travel narrow surface streets.

As discussed, computer modeling only considers travel time of apparatus. Decision makers should understand that once apparatus and personnel arrive on the incident scene there are other essential tasks that must be completed which require additional time before access, rescue, and suppression can take place. Tasks such as establishing a water supply, forcible entry (access), and deployment of an attack line are not considered in the computer modeling. Other additional factors also include:

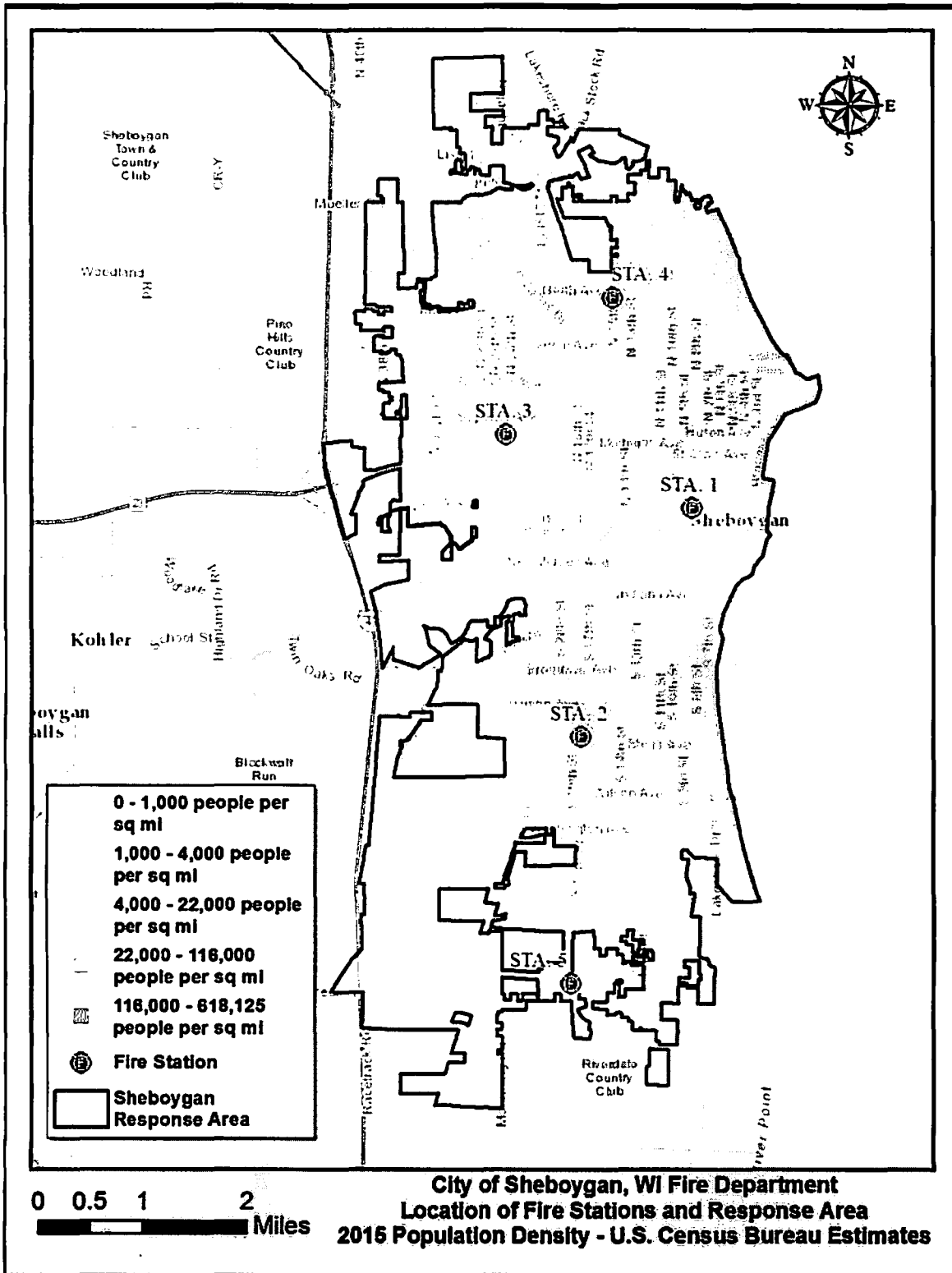
- The time from arrival of the apparatus to the onset of interior fire operations (access interval) must be considered when analyzing response system capabilities.
  - The access interval is dependent upon factors such as distance from the apparatus to the task location and the elevation of the incident and locked doors or security bars which must be breached.
  - Impediments like these may add to the delay between discovery of a fire and the initiation of an actual fire attack.
- The reliability of a community's hydrant system to supply water to fire apparatus.
- Weather conditions

Existing Emergency Response Capabilities – Sheboygan Fire Department

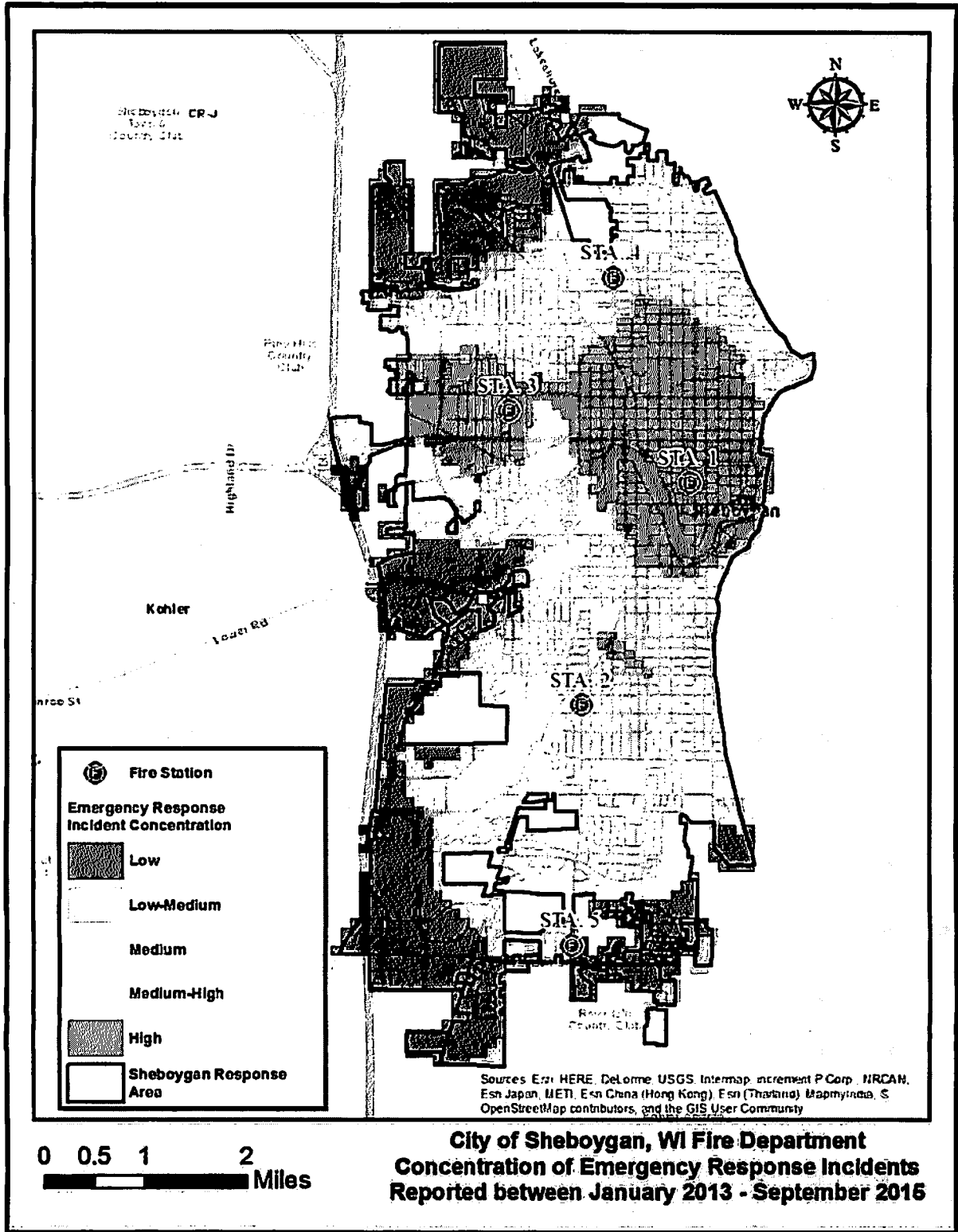
The following Geographic Information System (GIS) maps present the results of a response capabilities analysis of the Sheboygan Fire Department.



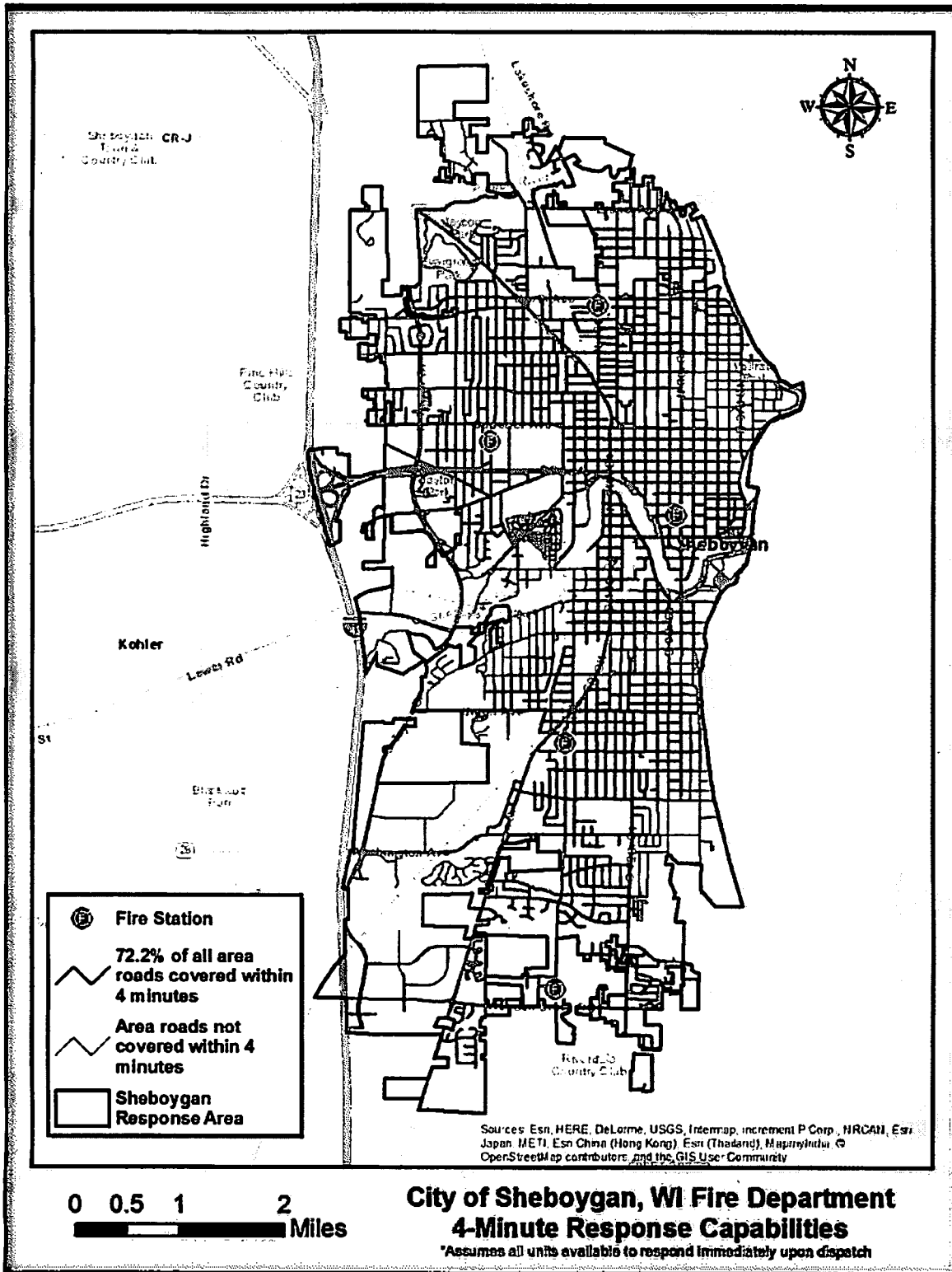
**Map 1: Station Locations.** Map 1 depicts the Sheboygan Fire Department response area boundaries and fire station locations.



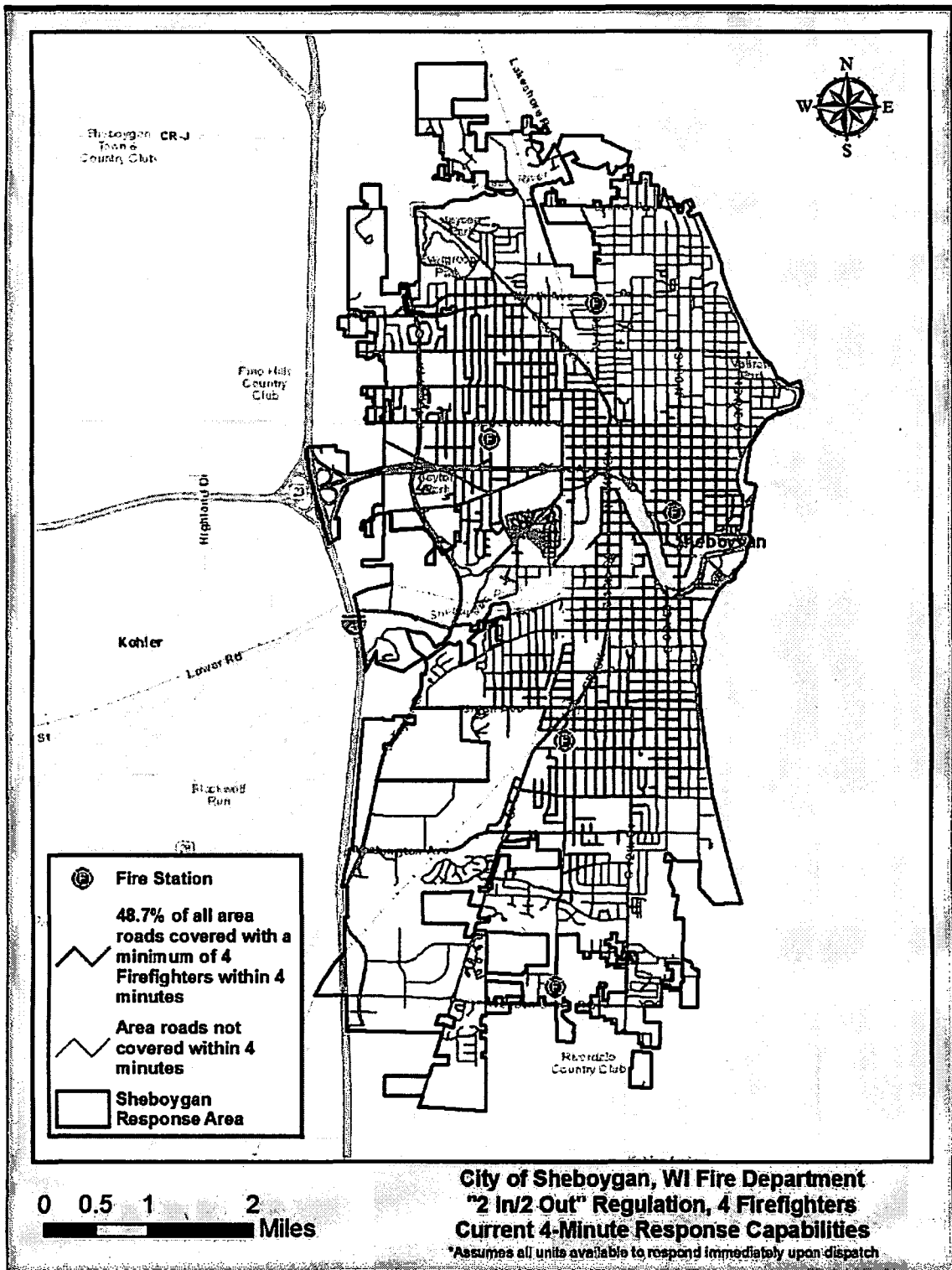
**Map 2: 2015 Population Density – U.S. Census Bureau Estimates of Sheboygan, WI.** Map 2 symbolizes the concentration of population based on census blocks in Sheboygan. Areas with higher population totals tend to place greater demand on emergency services.



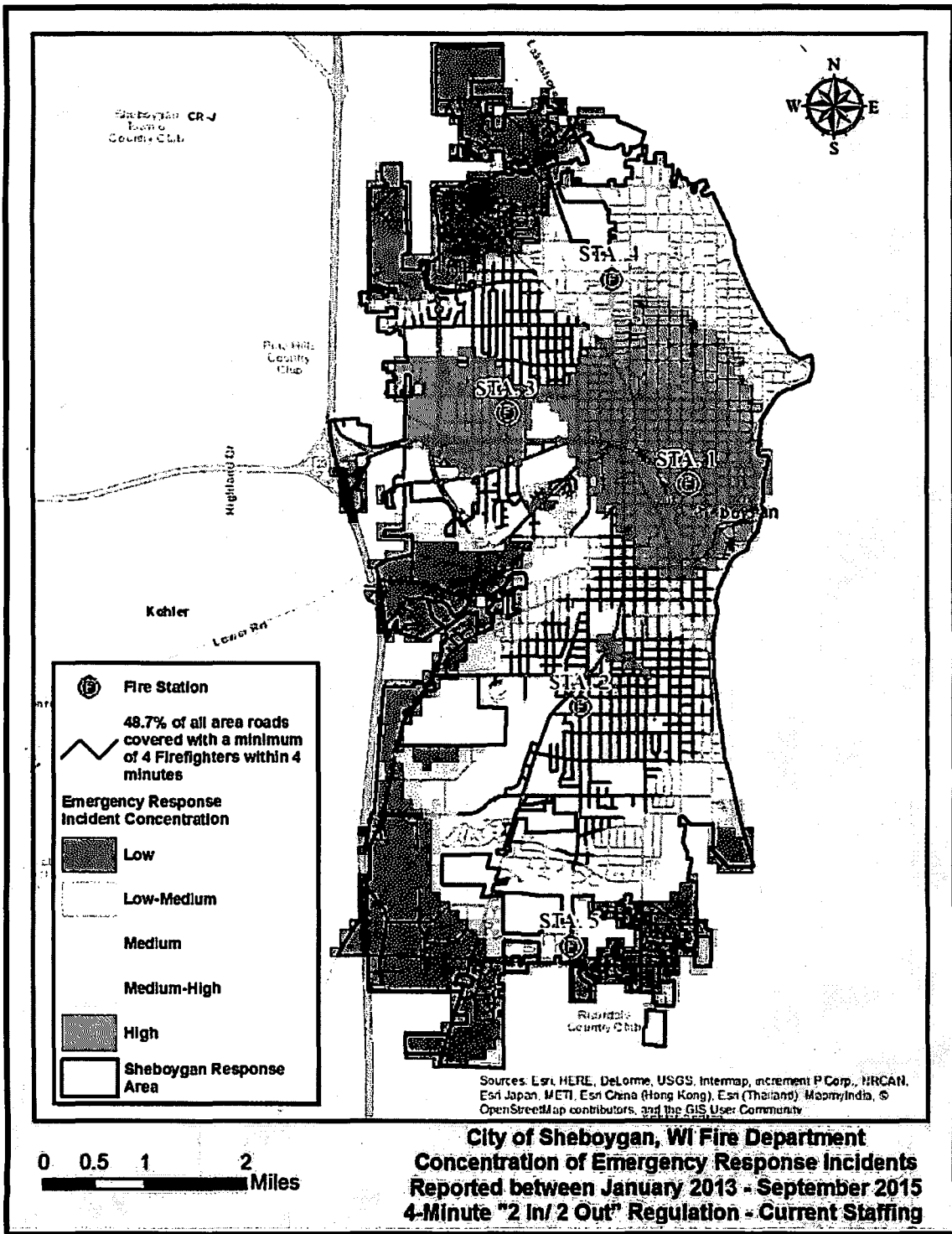
**Map 3: Concentration of Emergency Responses in Sheboygan, WI.** Map 3 models the concentration of emergency response incidents during the period of Jan. 2013 to Sept. 2015 in Sheboygan. Using computer aided dispatch (CAD) location-based incident data (refer to Table 7), geographic statistical analysis maps areas of incident concentration.



**Map 4: Existing 4-Minute Response Capabilities.** Map 4 identifies those roads where fire companies can reach within 4 minutes of travel. Currently, engine companies are capable of responding on 72.2% of roads within the Sheboygan Fire Department's Response Area within 4 minutes.

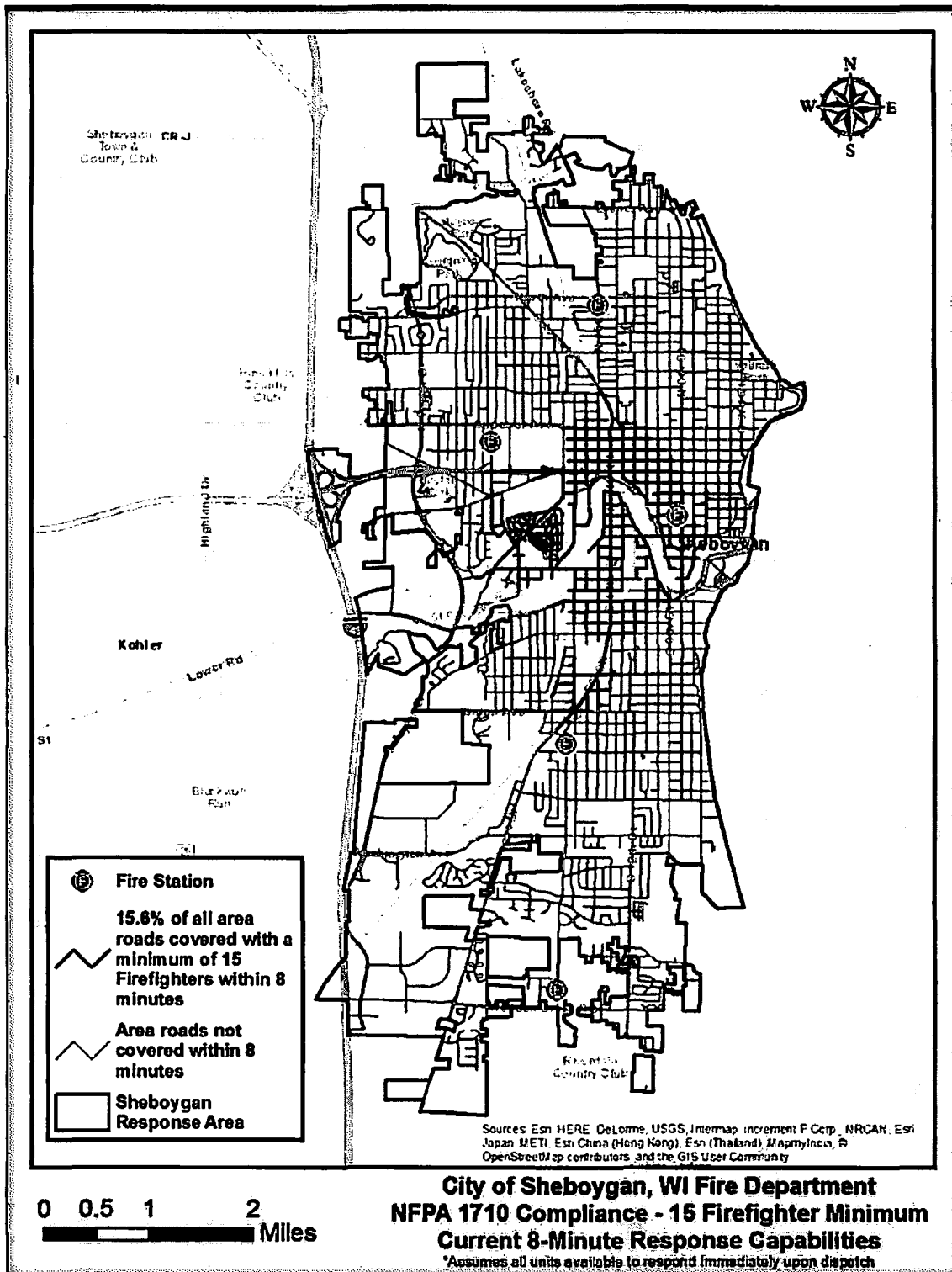


Map 5: Existing Emergency "2 In/2 Out" Capabilities, 4-Minute Response. Map 5 identifies those roads where a minimum of 4 firefighters can assemble on scene within 4 minutes of travel. Currently, the Fire Department is capable of assembling at least 4 firefighters on 48.7% of roads within the Sheboygan Fire Department's Response Area within 4 minutes.



**Map 6: Concentration of Emergency Response in Sheboygan, WI and 4-Minute "2 In/2 Out" Regulation with Current Staffing.** Map 6 depicts the concentration of emergency incidents during the period of Jan. 2013 to Sept. 2015 in Sheboygan overlaid with the current coverage in accordance with the industry standard "2 In/2 Out" regulation. Firefighters can respond with a minimum of 4 firefighters within 4 minutes to 48.7% of City roads. There are a few areas outside of the 4-minute response capabilities with high incident densities.





**Map 8: Existing Effective Firefighting Force, 15 Firefighters.** Map 8 identifies those roads where a minimum of 15 firefighters are able to assemble on scene within 8 minutes of travel. Currently, the Sheboygan Fire Department is capable of assembling a minimum of 15 firefighters on 15.6% of roads within the Sheboygan Fire Department's Response Area within 8 minutes.

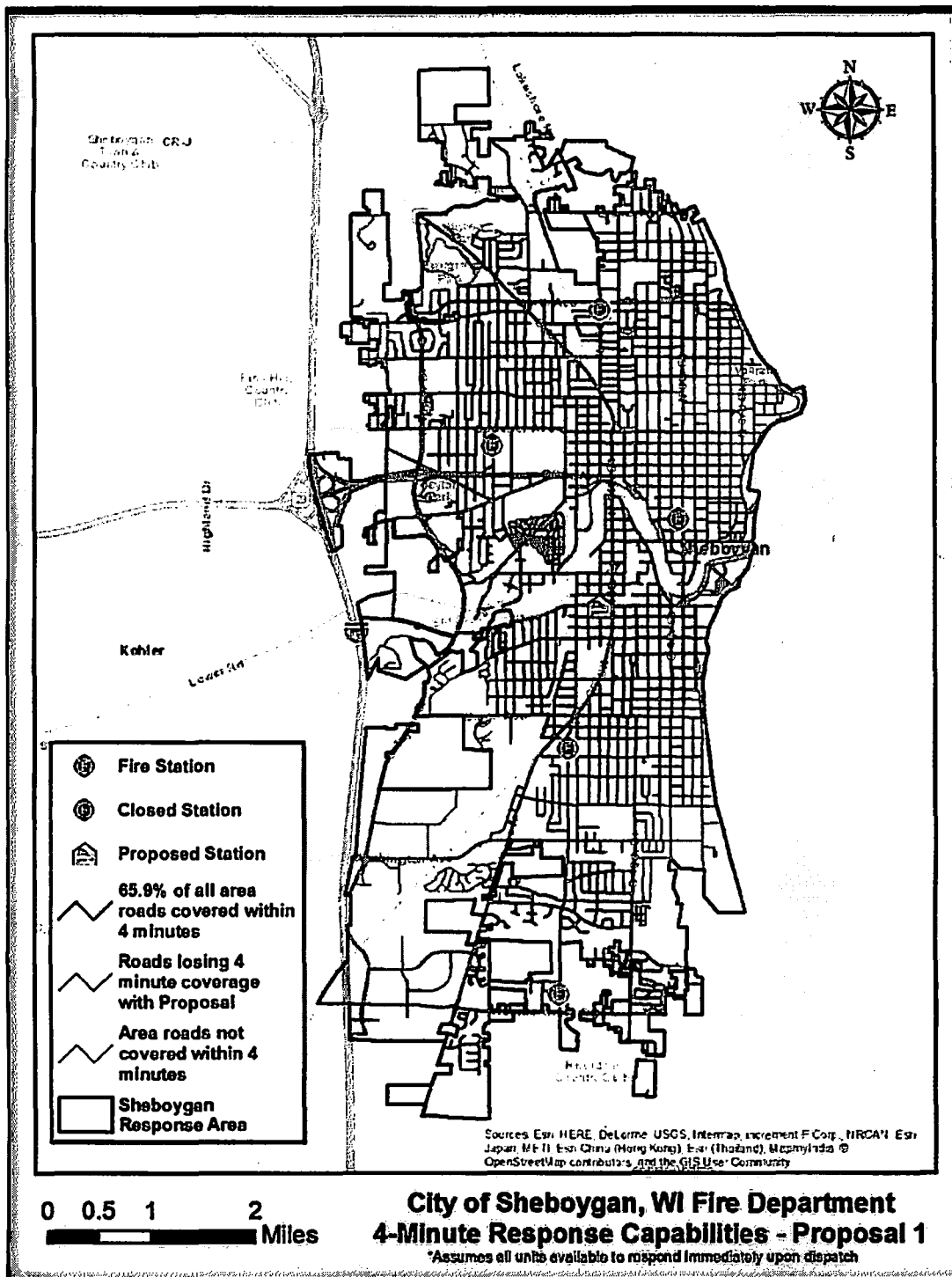
Proposal #1 Emergency Response Capabilities – New Station (15th St. & Indiana Ave.)  
Consolidating Station 1 and Station 2

For this portion of the study, an alternate (first of three proposed locations) staffing and deployment scenario was examined. This plan will effectively close Stations 1 and 2 and re-deploy a majority of resources currently in those stations from a new station located at the cross-section of 15<sup>th</sup> Street and Indiana Avenue in Sheboygan, WI. The proposed staffing and deployment configuration is detailed in Table 8, below. The maps in this section display the results of a 4- and 8-minute travel time analysis representing potential response capabilities of the department which would likely result pursuant to the implementation of this proposal.

<b>Station</b>	<b>Address</b>	<b>Apparatus</b>	<b>Staffing</b>
<b>3 (Command)</b>	1326 N. 25th St.	Engine 3 Med 3 Command	<b>2 FF 2 FF/Paramedic Battalion Chief</b>
<b>4</b>	2622 N. 15th St.	Ladder 4 Med 4	<b>3 FF 2 FF/Paramedic</b>
<b>5</b>	4504 S. 18th St.	Ladder 5 Engine 5	<b>2 FF Cross-Staffed</b>
<b>Proposed Station #1</b>	15th St. & Indiana Ave.	Engine 1 Rescue 1 Med 2	<b>2 FF 2 FF 2 FF/Paramedic</b>

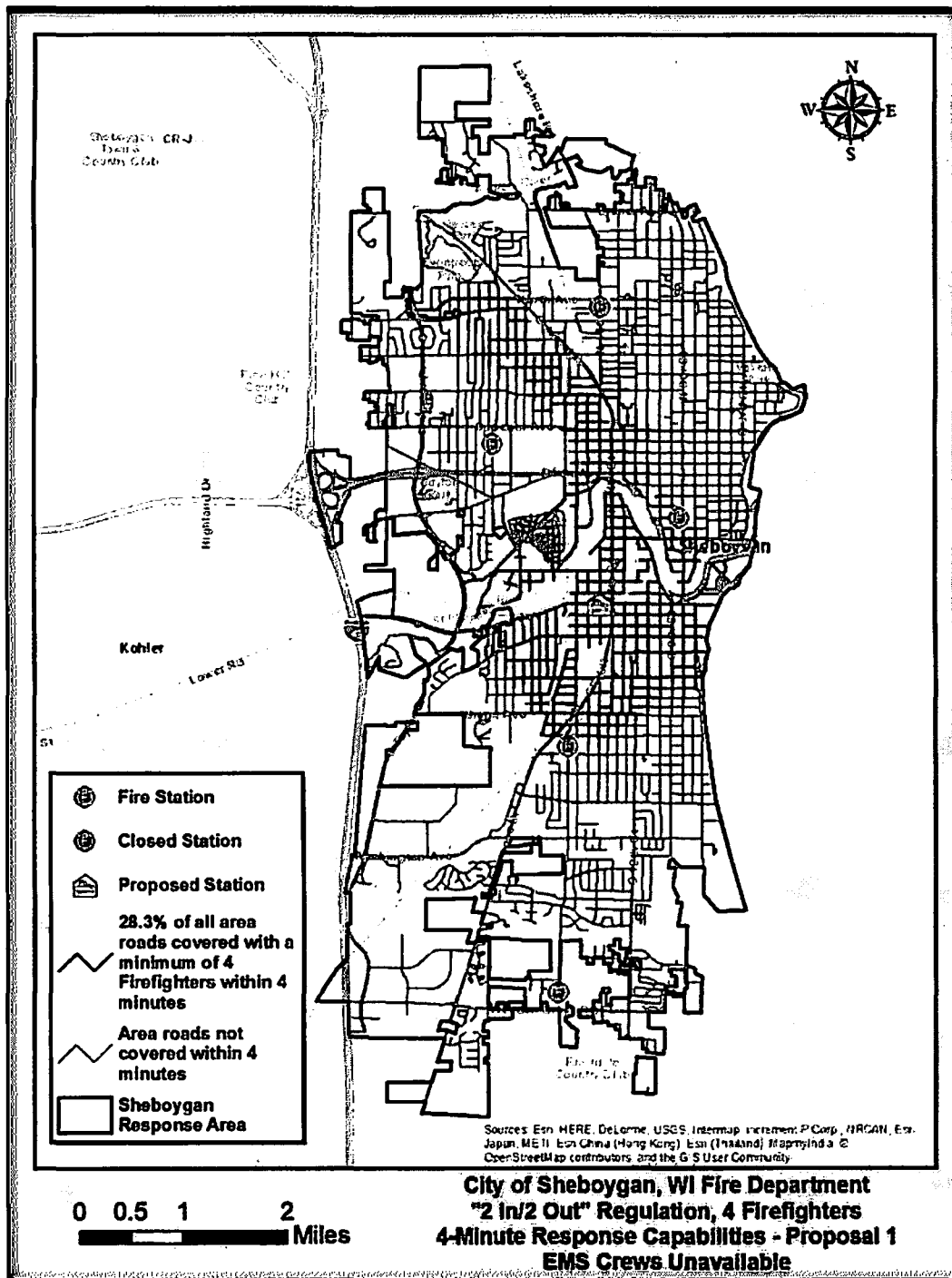
**Table 8: Proposed Fire Station Locations and Staffing.** The above table displays where apparatus will be housed and the proposed typical on-duty staffing. Under this consolidation proposal, the department would continue to supplement engine/ladder company personnel with firefighter/paramedics assigned to the medic units which would further compound existing staffing deficiencies and could significantly impact the overall emergency response system. Station 5 also utilizes cross-staffing of apparatus which can create response delays. As can be seen in the table, and will be discussed in the following section, the proposed staffing in the department is below industry standards.

The following Geographic Information System (GIS) maps present an anticipated response capabilities analysis of the Sheboygan Fire Department pursuant to staffing according to the proposed configuration described in Table 8 above.

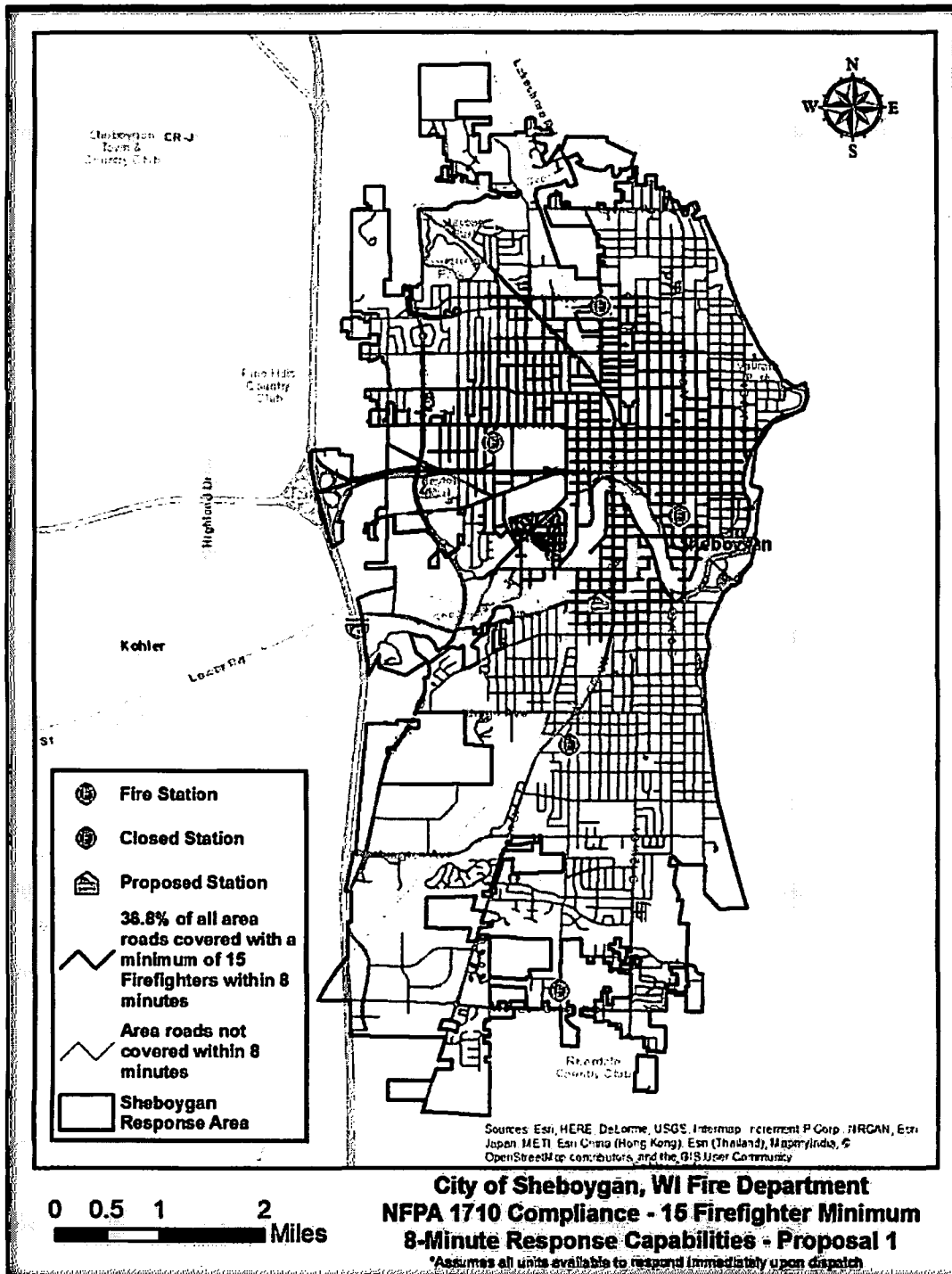


**Map 9: Proposal 1, 4-Minute Response Capabilities.** Map 9 identifies those roads where fire companies will likely be able to reach within 4 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, fire companies will likely be capable of responding on 65.9% of roads within the Sheboygan Fire Department's Response Area within 4 minutes. This translates to an 8.8% decrease in response capabilities from existing conditions. (Roads losing coverage indicated in red roads on Map 9.)





Map 11: Proposal 1, Emergency "2 In/2 Out" Operations, 4-Minute Response (EMS Crews Unavailable). If EMS crews are unavailable to assist suppression companies due to transport or other obligations, apparatus may be deployed alone with a staff of two or three. Due to the volume of responses by Sheboygan EMS companies as reflected in Table 7 in this report, this scenario is quite likely. Map 11 identifies those roads where suppression companies can assemble 4 personnel within 4 minutes for Proposal 1. The Department will be capable of reaching 28.3% of roads within the Sheboygan Fire Department's Response Area. This translates to a 49.1% decrease in response capabilities compared to all apparatus being available.



**Map 12: Proposal 1, Effective Firefighting Force, 15 Firefighters.** Map 12 identifies those roads where a minimum of 15 firefighters will likely be able to assemble within 8 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, the Fire Department will likely be capable of assembling a minimum of 15 firefighters on 36.8% of roads within the Sheboygan Fire Department's Response Area within 8 minutes. This translates to a 135.5% increase in response capabilities from existing conditions.

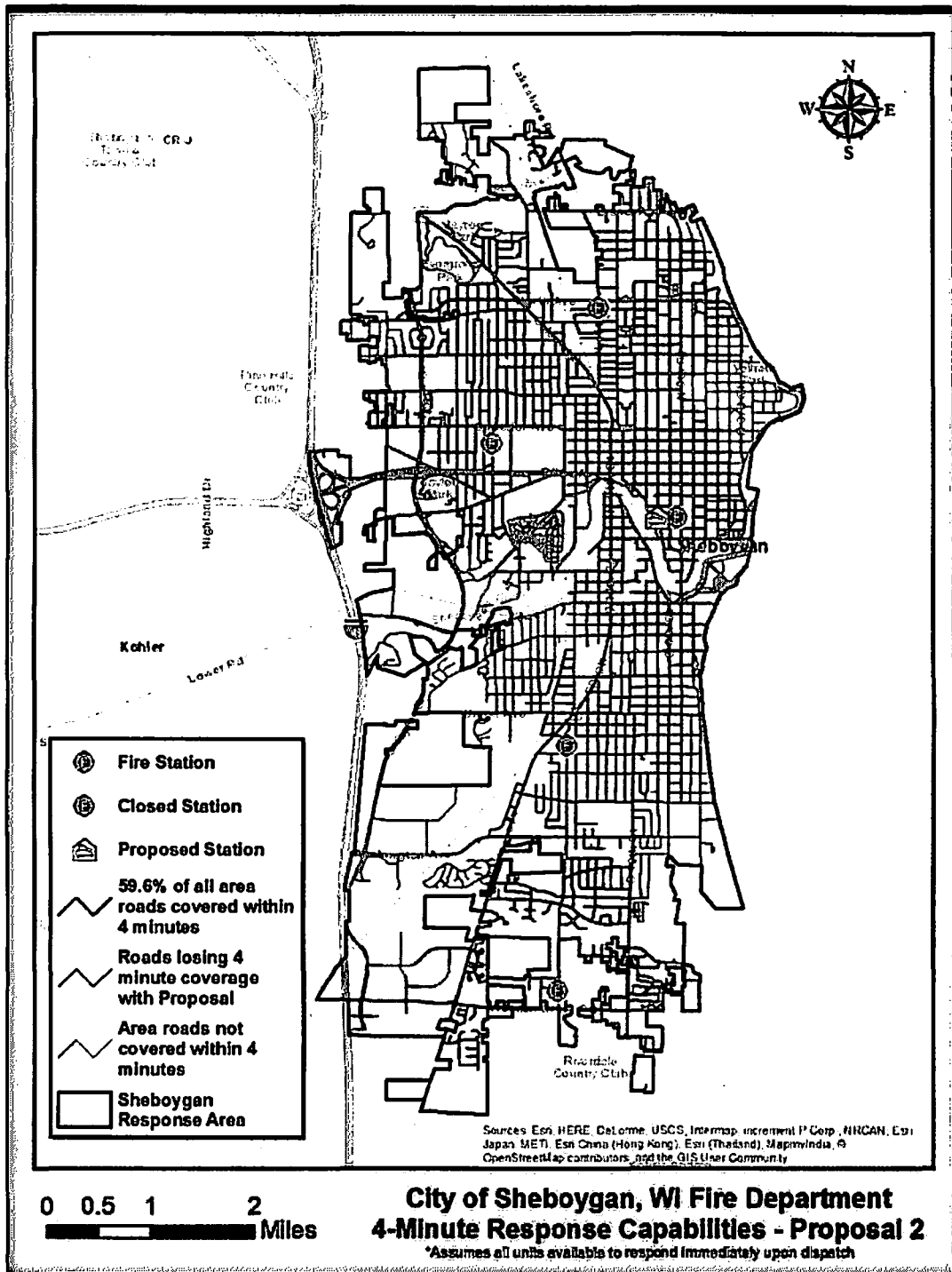
Proposal #2 Emergency Response Capabilities – New Station (New York Ave. & Water St.)  
Consolidating Station 1 and Station 2

For this portion of the study, an alternate (second of three proposed locations) staffing and deployment scenario was examined. This plan will effectively close Stations 1 and 2 and re-deploy a majority of resources currently in those stations from a new station located at the cross-section of New York Ave. & Water St. in Sheboygan, WI. The proposed staffing and deployment configuration is detailed in Table 9, below. The maps in this section display the results of a 4- and 8-minute travel time analysis representing potential response capabilities of the department which would likely result pursuant to the implementation of this proposal.

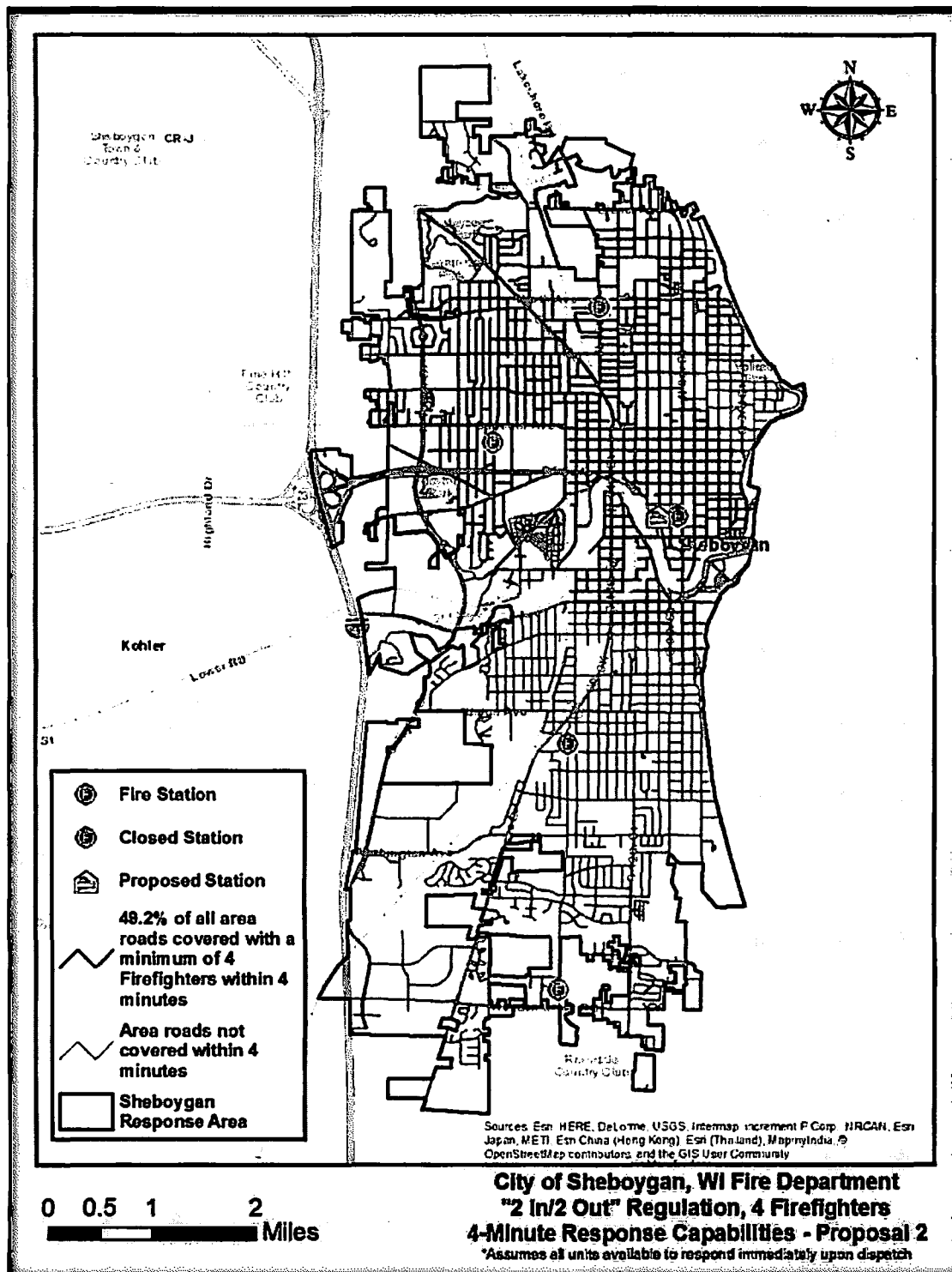
<b>Station</b>	<b>Address</b>	<b>Apparatus</b>	<b>Staffing</b>
<b>3 (Command)</b>	1326 N. 25th St.	Engine 3 Med 3 Command	<b>2 FF</b> <b>2 FF/Paramedic</b> <b>Battalion Chief</b>
<b>4</b>	2622 N. 15th St.	Ladder 4 Med 4	<b>3 FF</b> <b>2 FF/Paramedic</b>
<b>5</b>	4504 S. 18th St.	Ladder 5 Engine 5	<b>2 FF</b> <b>Cross-Staffed</b>
<b>Proposed Station #2</b>	New York Ave. & Water St.	Engine 1 Rescue 1 Med 2	<b>2 FF</b> <b>2 FF</b> <b>2 FF/Paramedic</b>

**Table 9: Proposed Fire Station Locations and Staffing.** The above table displays where apparatus will be housed and the proposed typical on-duty staffing. Under this consolidation proposal, the department would continue to supplement engine/ladder company personnel with firefighter/paramedics assigned to the medic units which would further compound existing staffing deficiencies and could significantly impact the overall emergency response system. Station 5 also utilizes cross-staffing of apparatus which can create response delays. As can be seen in the table, and will be discussed in the following section, the proposed staffing in the department is below industry standards.

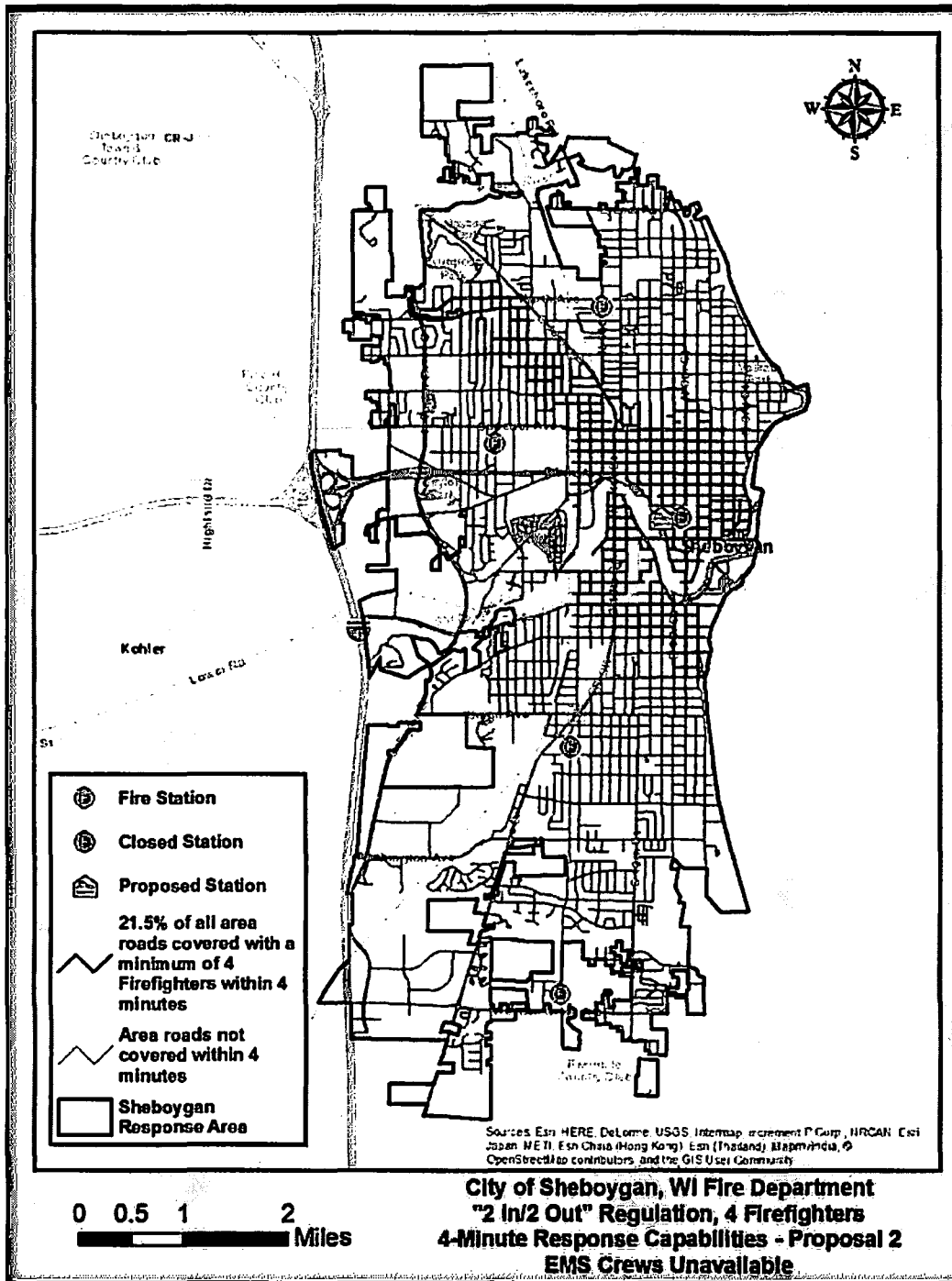
The following Geographic Information System (GIS) maps present anticipated response capabilities analysis of the Sheboygan Fire Department pursuant to staffing according to the proposed configuration described in Table 9 above.



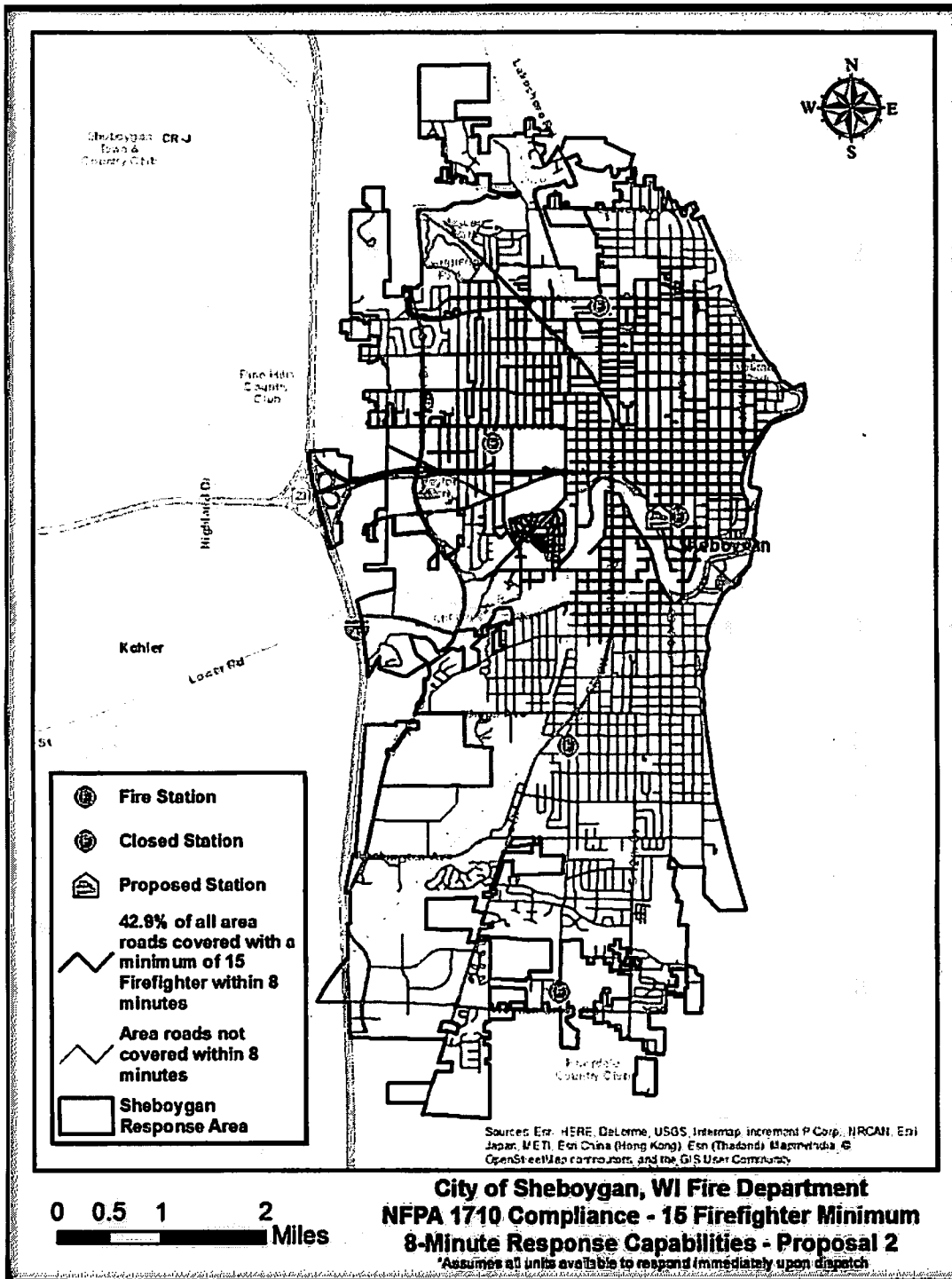
**Map 13: Proposal 2, 4-Minute Response Capabilities.** Map 13 identifies those roads where fire companies will likely have the capability to reach within 4 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, fire companies will likely be capable of responding on 59.6% of roads within the Sheboygan Fire Department's Response Area within 4 minutes. This translates to a 17.5% decrease in response capabilities from existing conditions. (Roads losing coverage indicated in red on Map 13.)



**Map 14: Proposal 2, Emergency “2 In/2 Out” Capabilities, 4-Minute Response.** Map 14 identifies those roads where a minimum of 4 firefighters will likely be able to assemble within 4 minutes of travel. Pursuant to relocating existing personnel to the proposed Consolidated Station and Station 4, the Fire Department will likely be capable of assembling 4 firefighters on scene on 49.2% of roads within the Sheboygan Fire Department’s Response Area within 4 minutes. This translates to a 1.1% increase in response capabilities from existing conditions.



**Map 15: Proposal 2, Emergency “2 In/2 Out” 4-Minute Response (EMS Crews Unavailable).** If EMS crews are unavailable to assist suppression companies due to transport or other obligations, apparatus may be deployed alone with a staff of two or three. Due to the volume of responses by Sheboygan EMS companies as reflected in Table 7 in this report, this scenario is quite likely. Map 15 identifies those roads where suppression companies can assemble 4 personnel within 4 minutes for Proposal 2. The Department will be capable of reaching 21.5% of roads within the Sheboygan Fire Department’s Response Area. This translates to a 56.3% decrease in response capabilities compared to all apparatus being available.



**Map 16: Proposal 2, Effective Firefighting Force, 15 Firefighters.** Map 16 identifies those roads where a minimum of 15 firefighters will likely be able to assemble within 8 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, the Fire Department will likely be capable of assembling a minimum of 15 firefighters on 42.9% of roads within the Sheboygan Fire Department's Response Area within 8 minutes. This translates to a 174.6% increase in response capabilities from existing conditions.

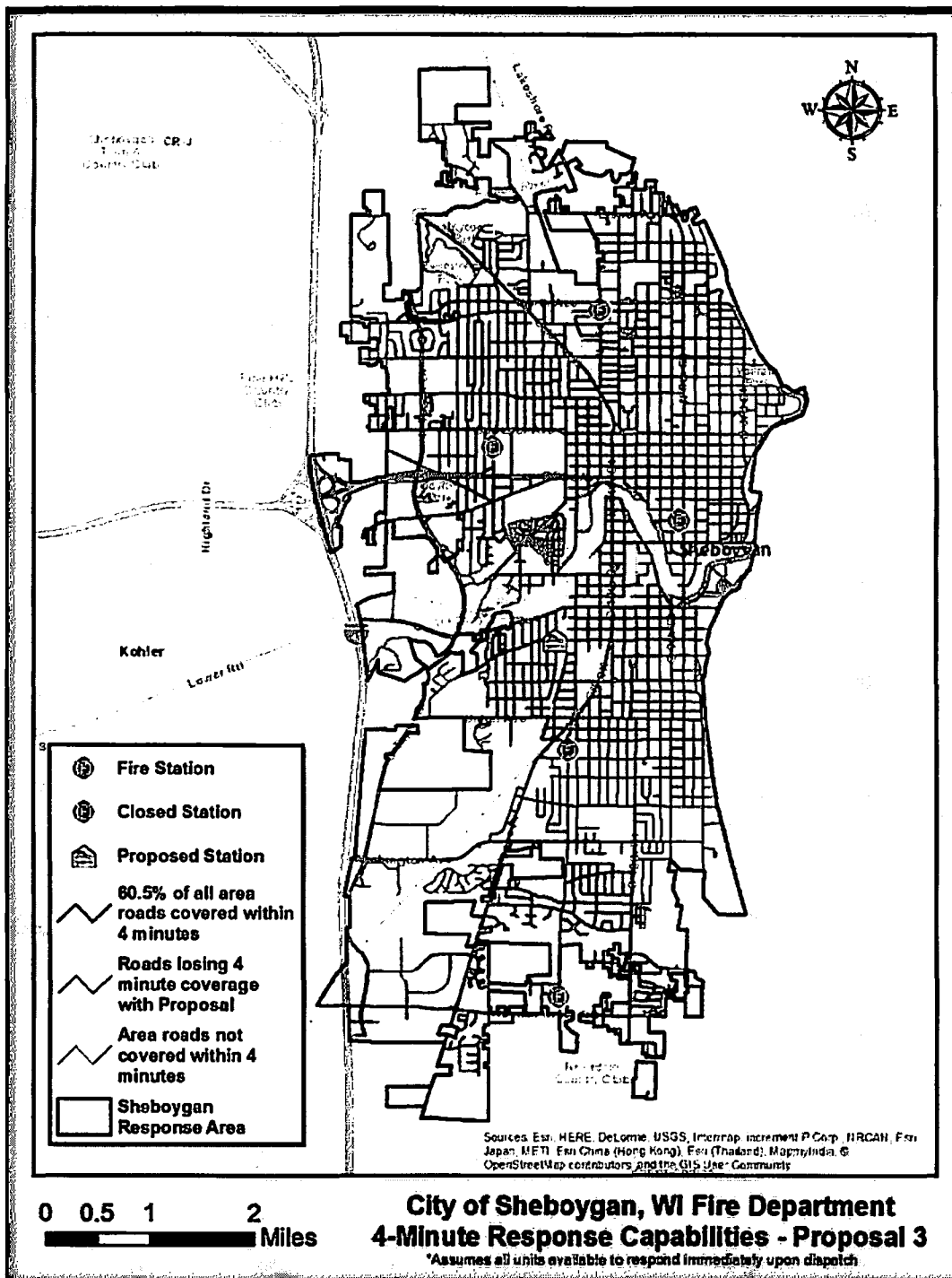
Proposal #3 Emergency Response Capabilities – New Station (19th St. & Georgia Ave.)  
Consolidating Station 1 and Station 2

For this portion of the study, an alternate (third of three proposed locations) staffing and deployment scenario was examined. This plan will effectively close Stations 1 and 2, and re-deploy a majority of resources currently in those stations from a new station located at the cross-section of 19th St. & Georgia Ave. in Sheboygan, WI. The proposed staffing and deployment configuration is detailed in Table 10, below. The maps in this section display the results of a 4- and 8-minute travel time analysis representing potential response capabilities of the department which would likely result pursuant to the implementation of this proposal.

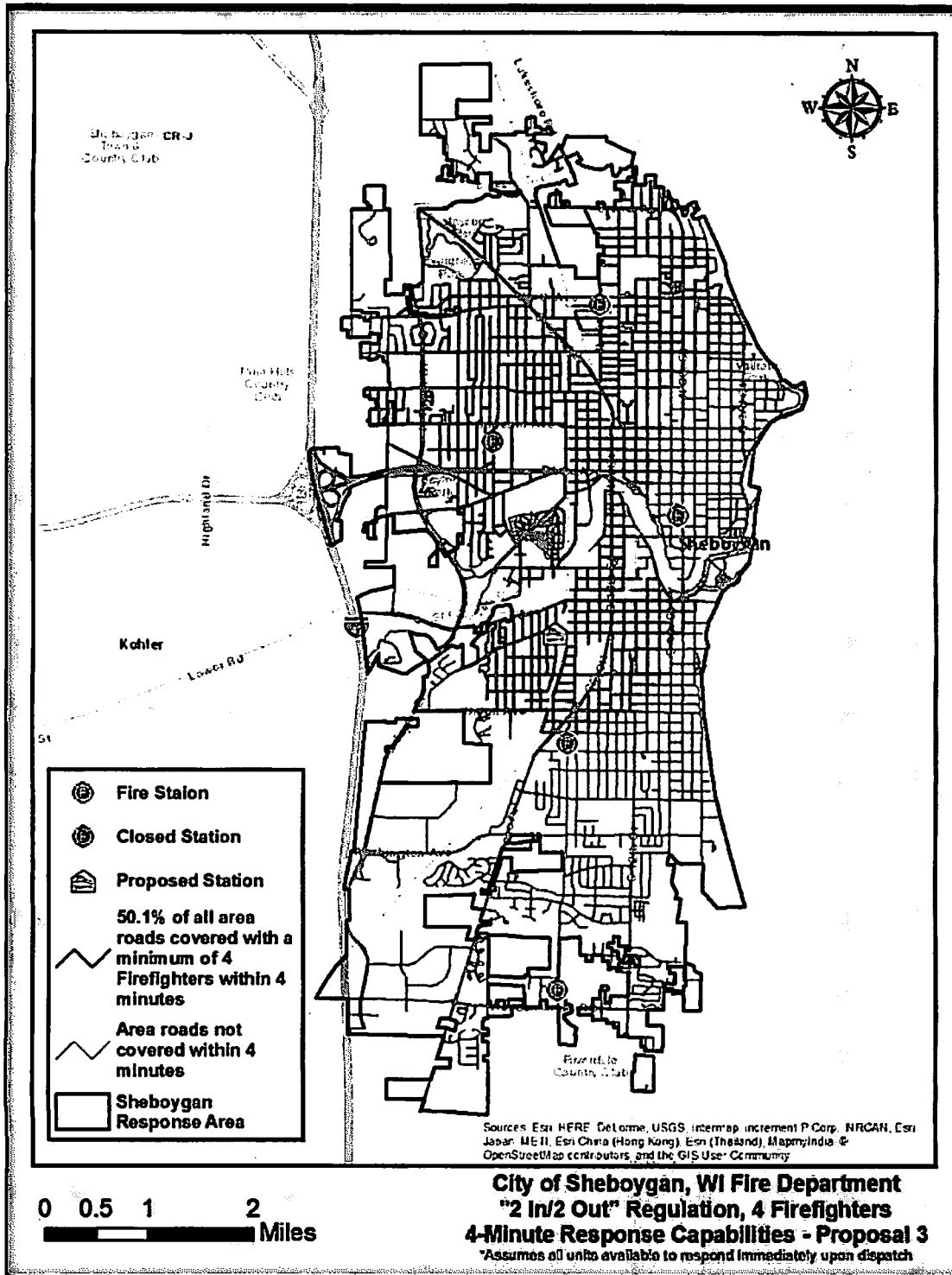
<b>Station</b>	<b>Address</b>	<b>Apparatus</b>	<b>Staffing</b>
<b>3 (Command)</b>	1326 N. 25th St.	Engine 3 Med 3 Command	<b>2 FF</b> <b>2 FF/Paramedic</b> <b>Battalion Chief</b>
<b>4</b>	2622 N. 15th St.	Ladder 4 Med 4	<b>3 FF</b> <b>2 FF/Paramedic</b>
<b>5</b>	4504 S. 18th St.	Ladder 5 Engine 5	<b>2 FF</b> <b>Cross-Staffed</b>
<b>Proposed Station #3</b>	19th St. & Georgia Ave.	Engine 1 Rescue 1 Med 2	<b>2 FF</b> <b>2 FF</b> <b>2 FF/Paramedic</b>

**Table 10: Proposed Fire Station Locations and Staffing.** The above table displays where apparatus will be housed and the proposed typical on-duty staffing. Under this consolidation proposal, the department would continue to supplement engine/ladder company personnel with firefighter/paramedics assigned to the medic units which would further compound existing staffing deficiencies and could significantly impact the overall emergency response system. Station 5 also utilizes cross-staffing of apparatus which can create response delays. As can be seen in the table, and will be discussed in the following section, the proposed staffing in the department is below industry standards.

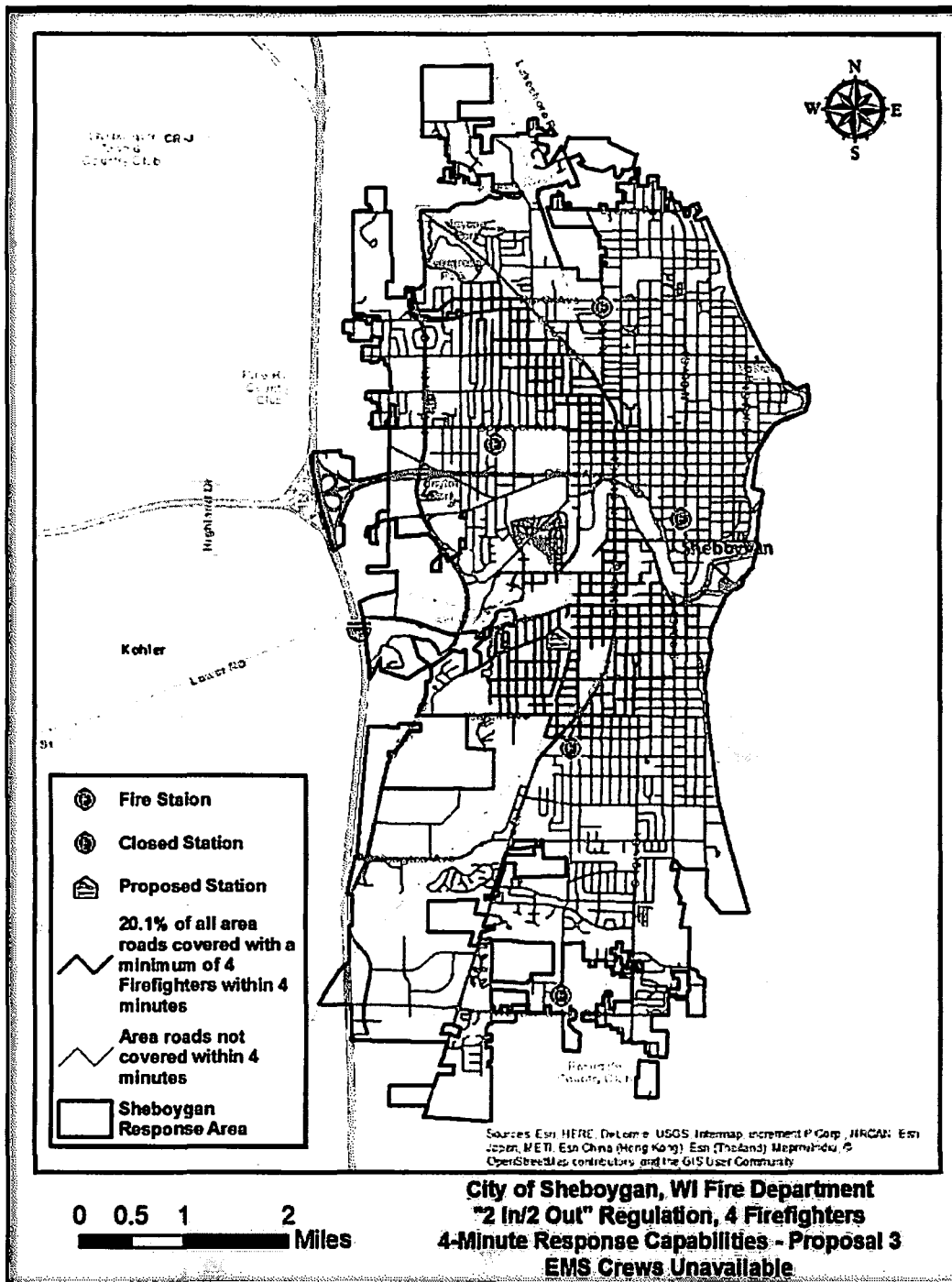
The following Geographic Information System (GIS) maps present anticipated response capabilities analysis of the Sheboygan Fire Department pursuant to staffing according to the proposed configuration described in Table 10 above.



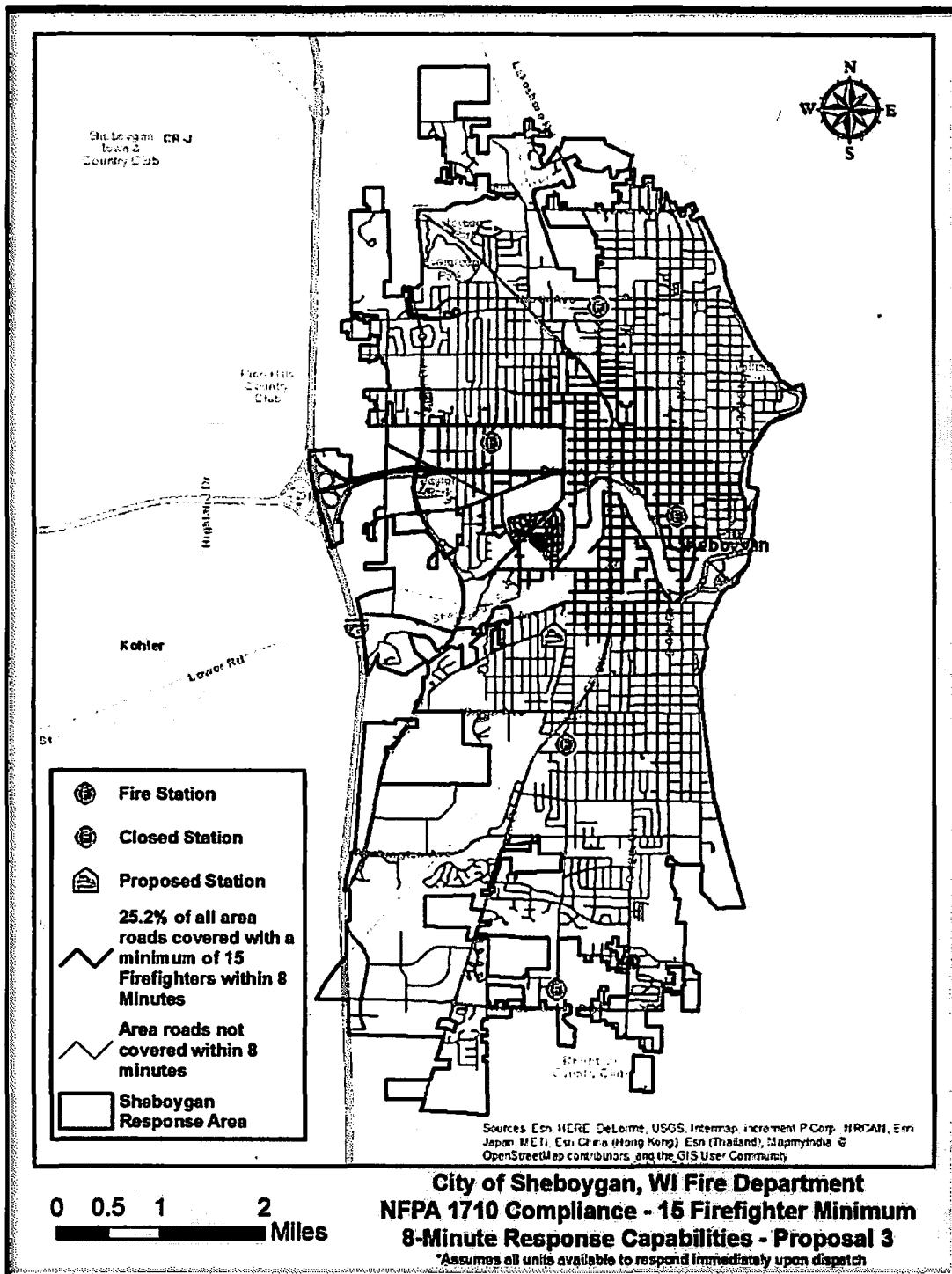
**Map 17: Proposal 3, 4-Minute Response Capabilities.** Map 17 identifies those roads where fire companies will likely have the capability to reach within 4 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, engine companies will likely be capable of responding on 60.5% of roads within the Sheboygan Fire Department’s Response Area within 4 minutes. This translates to a 16.3% decrease in response capabilities from existing conditions. (Roads losing coverage indicated in red on Map 17.)



**Map 18: Proposal 3, Emergency 2 In/2 Out Capabilities, 4-Minute Response.** Map 18 identifies those roads where a minimum of 4 firefighters will likely be able to assemble on scene within 4 minutes of travel. Pursuant to relocating existing personnel to the proposed Consolidated Station and Station 4, the Fire Department will likely be capable of assembling 4 firefighters on scene on 50.1% of roads within the Sheboygan Fire Department's Response Area within 4 minutes. This translates to a 2.9% increase in response capabilities from existing conditions.



**Map 19: Proposal 3, Emergency "2 In/2 Out" Operations, 4-Minute Response (EMS Crews Unavailable).** If EMS crews are unavailable to assist suppression companies due to transport or other obligations, apparatus may be deployed alone with a staff of two or three. Due to the volume of responses by Sheboygan EMS companies as reflected in Table 7 in this report, this scenario is quite likely. Map 19 identifies those roads where suppression companies can assemble 4 personnel within 4 minutes for Proposal 3. The Department will be capable of reaching 20.1% of roads within the Sheboygan Fire Department's Response Area. This translates to a 60.0% decrease in response capabilities compared to all apparatus being available.



**Map 20: Proposal 3, Effective Firefighting Force, 15 Firefighters.** Map 20 identifies those roads where a minimum of 15 firefighters will likely be able to assemble within 8 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, the Fire Department will likely be capable of assembling a minimum of 15 firefighters on 25.2% of roads within the Sheboygan Fire Department's Response Area within 8 minutes. This translates to a 61.0% increase in response capabilities from existing conditions.

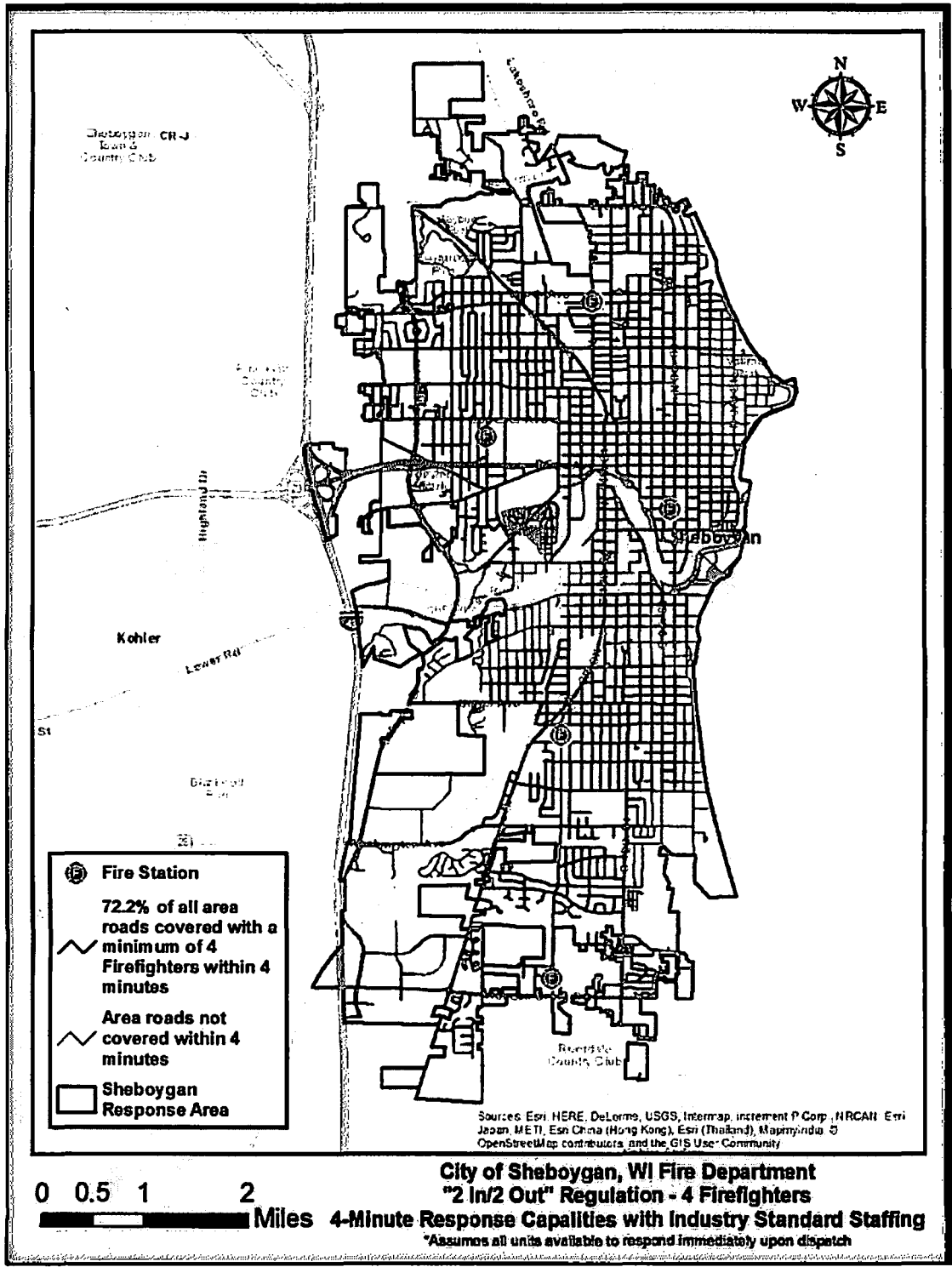
IAFF Recommended Response Capabilities

Additional staffing is required in order to bring the Sheboygan Fire Department closer to compliance with industry performance objectives and to allow for safer and more effective firefighting operations. It is recommended that all current stations remain open and that all suppression apparatus be staffed with a minimum of 4 firefighters at all times. Furthermore, it is recommended that the practice of supplementing the engines with EMS personnel be eliminated. It is all recommended to eliminate cross-staffing operations of fire apparatus at Station 5. All engines should be staffed with 4 personnel and the medics would be consistently staffed with 2 personnel. In this scenario, typical on-duty staffing would increase by 8 firefighters, plus a dedicated Battalion Chief and Chief's aide.

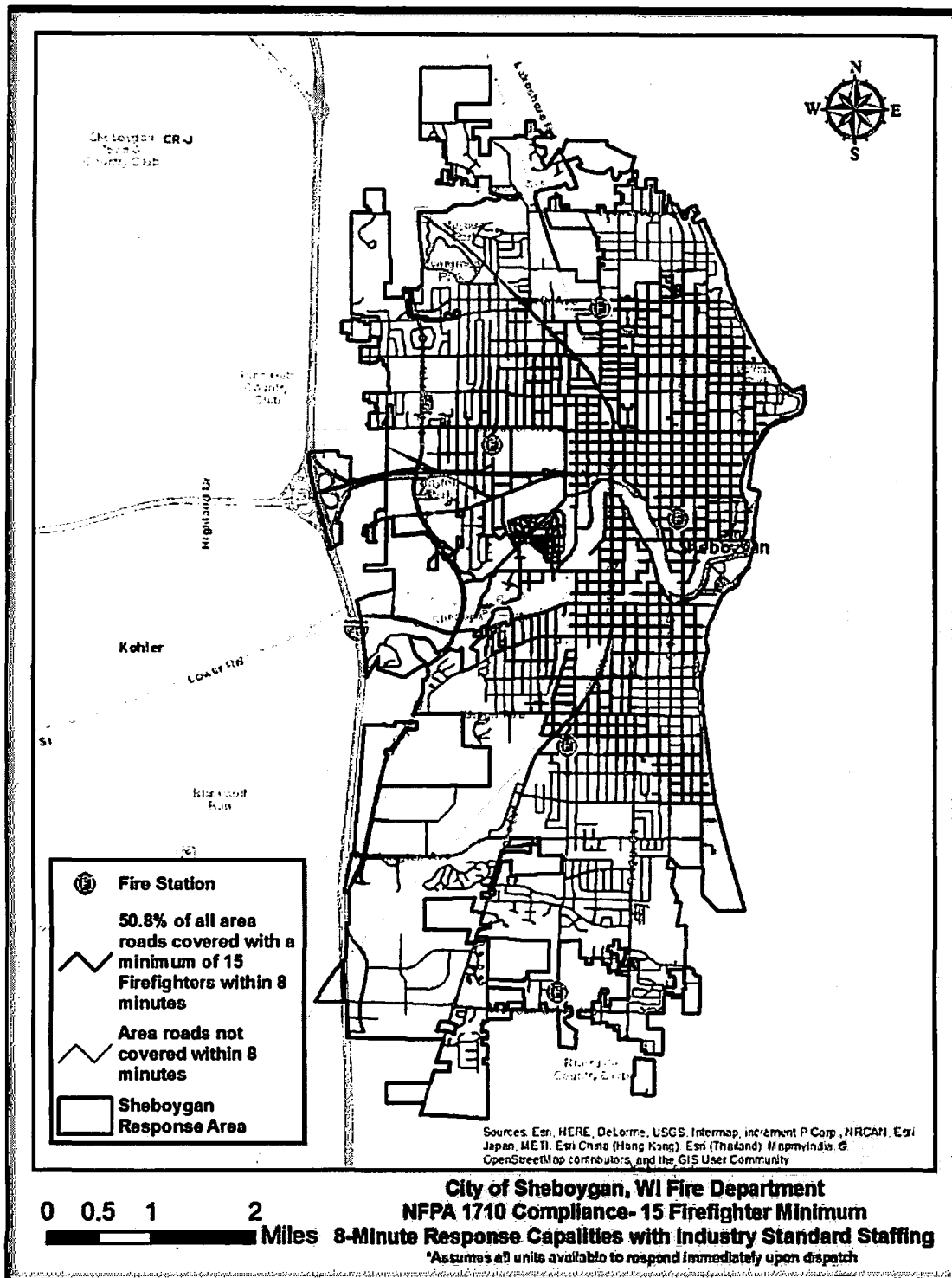
<b>Station</b>	<b>Address</b>	<b>Apparatus</b>	<b>Min. Staffing</b>
<b>1</b>	<b>833 New York Ave.</b>	<b>Engine 1 Med 1</b>	<b>4 FF 2 FF/Paramedic</b>
<b>2</b>	<b>2413 S. 18th St.</b>	<b>Rescue 2 Med 2</b>	<b>4 FF 2 FF/Paramedic</b>
<b>3 (Command)</b>	<b>1326 N. 25th St.</b>	<b>Engine 3 Med 3 Command</b>	<b>4 FF 2 FF/Paramedic Battalion Chief &amp; Chief Aide</b>
<b>4</b>	<b>2622 N. 15th St.</b>	<b>Ladder 4</b>	<b>4 FF</b>
<b>5</b>	<b>4504 S. 18th St.</b>	<b>Ladder 5 Engine 5</b>	<b>4 FF 4 FF</b>

**Table 11: IAFF Recommended Fire Station Locations and Staffing.** The above table displays where apparatus are housed and recommended minimum on-duty staffing. The Department should also assign a Battalion Chief and a Chief's aide to every shift.

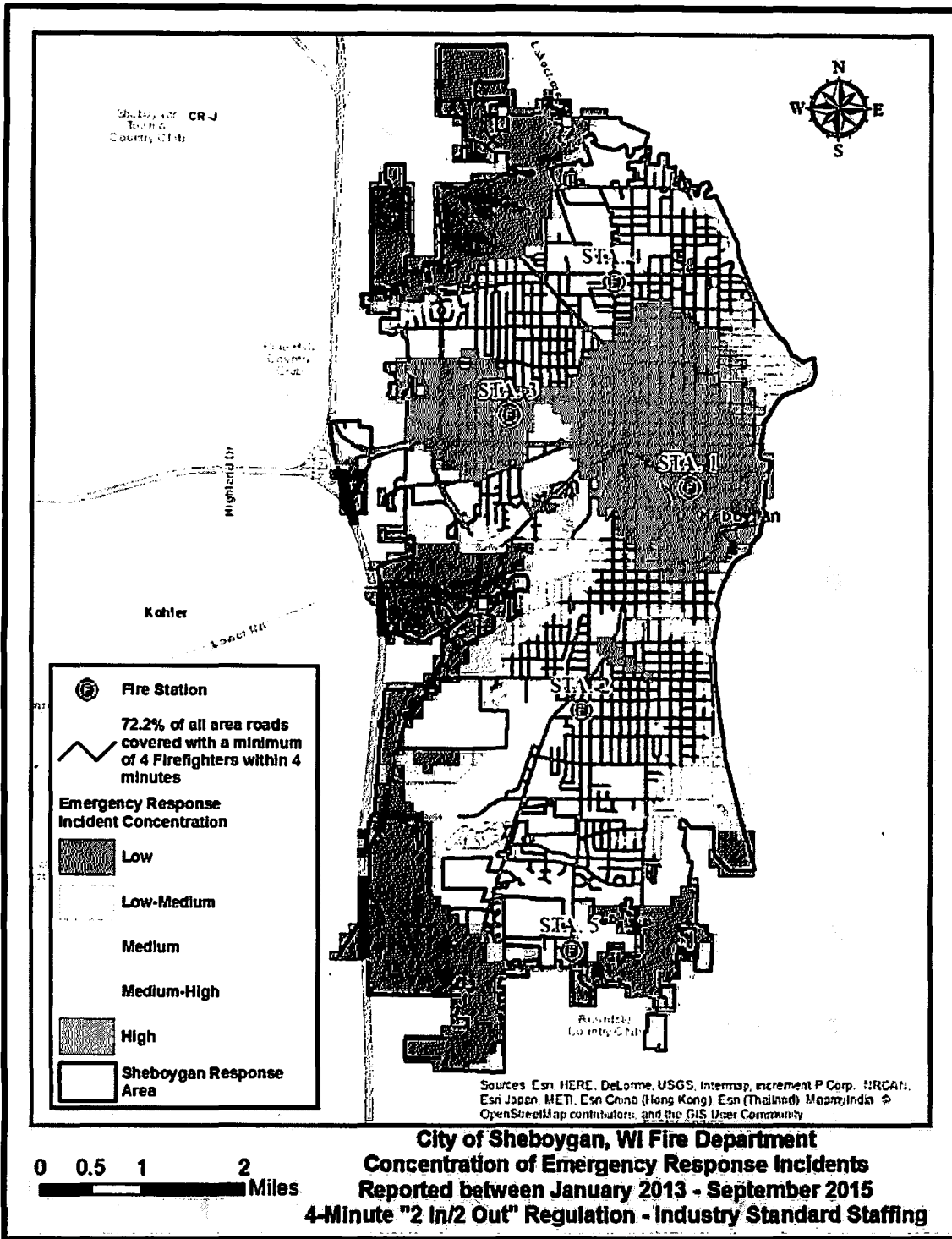
The following Geographic Information System (GIS) maps present anticipated response capabilities analysis of the Sheboygan Fire Department pursuant to implementation of the staffing and deployment configuration described in Table 11 above.



**Map 21: Recommended Emergency "2 In/2 Out" Capabilities, 4-Minute Response.** Map 21 identifies those roads where a minimum of 4 firefighters will likely be able assemble on scene within 4 minutes. Pursuant to the additional staffing, the Sheboygan Fire Department will likely be capable of assembling at least 4 firefighters on 72.2% of roads within the Sheboygan Fire Department's Response Area within 4 minutes. This translates to a 48.3% increase in response capabilities from existing conditions.



**Map 22: Recommended Effective Firefighting Force, 15 Firefighters.** Map 22 identifies those roads where a minimum of 15 firefighters will likely have the ability to assemble on scene within 8 minutes of travel. Pursuant to the additional staffing, the Sheboygan Fire Department will likely be capable of assembling a minimum of 15 firefighters on 50.8% of roads within the Sheboygan Fire Department’s Response Area within 8 minutes. This translates to a 361.9% increase in response capabilities from existing conditions.



**Map 23: Concentration of Emergency Response in Sheboygan, WI and 4-Minute "2 In/2 Out" Response with Industry Standard Staffing.** Map 23 depicts the concentration of emergency incidents during the period of Jan. 2013 to Sept. 2015 overlaid with the 2 In/2 Out coverage if staffed in accordance with industry standards. This allows firefighters to respond with a minimum of 4 firefighters within 4 minutes to 72.2% of the city roads. Many areas with medium to high concentrations of incidents would likely be covered if recommendations were implemented.

# Conclusion

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In conclusion, regardless of the type of response, fire suppression companies are not compliant with industry standards for safe, efficient, and effective response to fires or rescue situations. The Department staffs most suppression apparatus with 2 or 3 firefighters rather than with 4, which is the minimum number required for efficient and effective fireground operations. Additionally, the Department uses the practice of supplementing engine companies with personnel assigned to the medic units. The Department also implements the method of cross-staffing apparatus located in Station 5. These practices contribute to delays in suppression, rescue, and response. The Department should increase staffing to improve response and enhance service to the citizens.

The City has put forward a plan proposing to consolidate the personnel and resources of two existing stations into a new location and the existing Station 4 that will not address the above mentioned problems. This decision will likely place the citizens and firefighters in a more precarious position, as this would result in a more limited distribution of Department resources as reflected in reduced 4-minute response capabilities. If the goal is safer, more efficient, and more effective response to fires or rescue situations, then the plan to merge the two fire stations is likely not the path to that objective.

While it is impossible to predict where most of a jurisdiction's fire and medical emergencies will occur, the Sheboygan Fire Department should examine where emergencies have typically occurred in the past and make efforts to ensure these areas continue to enjoy the same level of coverage, while adjusting resources and deployment in an effort to achieve complete compliance with NFPA Standard 1710. Areas with accelerated development and population growth will require additional coverage in the future. Any projected increase in emergency response demands should also be considered before changes are implemented, focusing on associated hazard types and planned response assignments.

As explained by the Commission on Fire Accreditation International, Inc. in its Creating and Evaluating Standards of Response Coverage for Fire Departments manual, "If resources arrive too late or are understaffed, the emergency will continue to escalate...What fire companies must do, if they are to save lives and limit property damage, is arrive within a short period of time with adequate resources to do the job. To control the fire before it reaches its maximum intensity requires geographic dispersion (distribution) of technical expertise and cost effective cluttering (concentration) of apparatus for maximum effectiveness against the greatest number and types of risks." Optimally, there needs to be a balance between both elements.

It is generally accepted that a municipality has the right to determine the overall level of fire protection it wants. However, regardless of the level of fire protection chosen by the citizens, neither they nor their elected representatives have the right to jeopardize the safety of the employees providing those services. Citizens pay for protection of life and property through their tax dollars, and they assume that their elected and appointed officials will make informed decisions regarding that protection. Too often, however, that decision-making process has been based solely on budgetary expedience. Irrespective of the resources provided, citizens continue to believe that firefighters are prepared to provide an aggressive interior assault on fires, successfully accomplishing victim rescue, fire control, and property conservation. They do not expect firefighters to take defensive actions- to simply surround and drown a fire- because to do so would be to concede preventable loss of both life and property

Considering the ramifications of station closures and staffing reductions as they pertain to the loss of life and property within a community, is essential when considering modifications to a fire department's deployment configuration. A fire department should be designed to adequately respond to a number of emergencies occurring simultaneously in a manner that aims to minimize the loss of life and the loss of property that the fire department is charged to protect. Any proposed changes in staffing, deployment and station location should be made only after considering the historical location of calls, response times to specific target hazards, compliance with departmental Standard Operating Procedures, existing industry standards, including NFPA 1500 and NFPA Standard 1710, and the citizens' expectation of receiving an adequate number of qualified personnel on appropriate apparatus within acceptable time frames to make a difference in their emergency.

# Appendix

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## Performance Standards

The National Fire Protection Association (NFPA) produced NFPA 1710 *Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. NFPA 1710 is the consensus standard for career firefighter deployment, including requirements for fire department arrival time, staffing levels, and fireground responsibilities.<sup>60</sup>

*Key Sections included in the 1710 Standard that are applicable to this assessment are:*

- 4.3.2
  - The fire department organizational statement shall ensure that the fire department's emergency medical response capability includes personnel, equipment, and resources to deploy at the first responder level with AED or higher treatment level.
- 5.2.3
  - **Operating Units.** Fire company staffing requirements shall be based on minimum levels necessary for safe, effective, and efficient emergency operations.
- 5.2.3.1 & 5.2.3.1.1
  - Fire companies, whose primary functions are to pump and deliver water and perform basic firefighting at fires, including search and rescue... shall be staffed with a minimum of four on-duty personnel.
- 5.2.3.2 & 5.2.3.2.1
  - Fire companies whose primary functions are to perform the variety of services associated with truck work, such as forcible entry, ventilation, search and rescue, aerial operations for water delivery and rescue, utility control, illumination, overhaul and salvage work... shall be staffed with a minimum of four on-duty personnel.

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<sup>60</sup> NFPA 1710, 2010

- 5.2.3.1.2 & 5.2.3.2.2
  - In jurisdictions with tactical hazards, high hazard occupancies, high incident frequencies, geographical restrictions, or other factors as identified by the AHJ<sup>61</sup>, these companies shall be staffed with a minimum of five or six on-duty personnel.
  
- 5.2.3.4.1
  - A fire company that deploys with quint apparatus designed to operate as either an engine company or a ladder company, shall be staffed as specified in 5.2.3.
  
- 5.2.3.4.2
  - If the company is expected to perform multiple roles simultaneously, additional staffing, above the levels specified in 5.2.3, shall be provided to ensure that those operations can be performed as required.
  
- 5.2.4.1.1
  - The fire department's fire suppression resources shall be deployed to provide for the arrival of an engine company within a 240-second travel time to 90 percent of the incidents.
  
- 5.2.4.2.1
  - The fire department shall have the capability to deploy an initial full alarm assignment within a 480-second travel time to 90 percent of the incidents.

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<sup>61</sup> AHJ- Authority Having Jurisdiction

- 5.2.4.1.1
  - The initial full alarm assignment to a structure fire in a typical 2000 ft<sup>2</sup> ... two-story single-family dwelling without basement and with no exposures shall provide for the following

<u>Assignment</u>	<u>Minimum Required Personnel</u>
<b>Incident Command</b>	<b>1 Officer</b>
<b>Uninterrupted Water Supply</b>	<b>1 Pump Operator</b>
<b>Water Flow from Two Handlines</b>	<b>4 Firefighters (2 for each line)</b>
<b>Support for Handlines</b>	<b>2 Firefighters (1 for each line)</b>
<b>Victim Search and Rescue Team</b>	<b>2 Firefighters</b>
<b>Ventilation Team</b>	<b>2 Firefighters</b>
<b>Aerial Operator</b>	<b>1 Firefighters</b>
<b>Initial Rapid Intervention Crew (IRIC)</b>	<b>2 Firefighters</b>
<b>Required Minimum Personnel for Full Alarm</b>	<b>14 Firefighters &amp; 1 Scene Commander</b>

- 5.2.4.2.1
  - The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft<sup>2</sup> to 196,000 ft<sup>2</sup> (1203 m<sup>2</sup> to 18,209 m<sup>2</sup>) in size

And

- 5.2.4.3.1
  - The initial full alarm assignment to a structure fire in a typical 1200 ft<sup>2</sup> (111 m<sup>2</sup>) apartment within a three-story, garden-style apartment building shall provide for the following:

<u>Assignment</u>	<u>Minimum Required Personnel</u>
<b>Incident Command</b>	<b>1 Incident Commander 1 Incident Command Aide</b>
<b>Uninterrupted Water Supply (2)</b>	<b>2 Firefighters</b>
<b>Water Flow from Three Handlines</b>	<b>6 Firefighters (2 for each line)</b>
<b>Support for Handlines</b>	<b>3 Firefighters (1 for each line)</b>
<b>Victim Search and Rescue Teams</b>	<b>4 Firefighters (2 per team)</b>
<b>Ladder/Ventilation Teams</b>	<b>4 Firefighters (2 per team)</b>
<b>Aerial Operator</b>	<b>1 Firefighter</b>
<b>Rapid Intervention Crew (RIC)</b>	<b>4 Firefighters</b>
<b>EMS Transport Unit<sup>62</sup></b>	<b>2 Firefighters</b>
<b>Required Minimum Personnel for Full Alarm</b>	<b>27 Firefighters 1 Incident Commander</b>

<sup>62</sup> The Standard further states, “Where this level of emergency care is provided by outside agencies or organizations, these agencies and organizations shall be included in the department plan and meet these requirements.”

- 5.2.4.4.1
  - Initial full alarm assignment to a fire in a building with the highest floor 75 ft. (23 m) above the lowest level of fire department vehicle access shall provide for the following:

<u>Assignment</u>	<u>Required Personnel</u>
<b>Incident Command</b>	1 Incident Commander 1 Incident Command Aide
<b>Uninterrupted Water Supply</b>	1 Building Fire Pump Observer 1 Fire Engine Operator
<b>Water Flow from Two Handlines on the Involved Floor</b>	4 Firefighters (2 for each line)
<b>Water Flow from One Handline One Floor Above the Involved Floor</b>	2 Firefighters (1 for each line)
<b>IRIC/RIC Two Floors Below the Involved Floor</b>	6 Firefighters
<b>Victim Search and Rescue Team</b>	4 Firefighters
<b>Point of Entry Accountability</b>	1 Officer 1 Officer's Aide
<b>Evacuation Management Teams</b>	4 Firefighters (2 per team)
<b>Elevator Management</b>	1 Firefighter
<b>Lobby Operations Officer</b>	1 Officer
<b>Trained Incident Safety Officer</b>	1 Officer
<b>Staging Officer Two Floors Below Involved Floor</b>	1 Officer
<b>Equipment Transport to Floor Below Involved Floor</b>	2 Firefighters
<b>Firefighter Rehabilitation</b>	2 Firefighters (1 must be ALS)
<b>Vertical Ventilation Crew</b>	1 Officer 3 Firefighters
<b>External Base Operations</b>	1 Officer
<b>2 EMS ALS Transport Units</b>	4 Firefighters
<b>Required Minimum Personnel for Full Alarm</b>	<b>36 Firefighters</b> <b>1 Incident Commander</b> <b>6 Officers</b>

- **5.3.3.2.2**
  - **EMS staffing requirements shall be based on the minimum levels needed to provide patient care and member safety.**
  
- **5.3.3.2.2.2 & 5.3.3.2.2.3**
  - **Units that provide BLS (ALS re: 5.3.3.2.2.3) transport shall be staffed and trained at the level prescribed by the state or provincial agency responsible for providing EMS licensing.**
  
- **5.3.3.3.3**
  - **When provided, the fire department's EMS for providing ALS shall be deployed to provide for the arrival of an ALS company within a 480-second travel time to 90 percent of the incidents, provided a first responder with AED or BLS unit arrived in 240 seconds or less travel time as established in Chapter 4.**

II

R. O. No.       - 16 - 17. By FIRE CHIEF. July 18, 2016.

Submitting the following:

- Letter from Chase Longmiller, President of Sheboygan Firefighters Local 483
- Letter from the International Association of Firefighters
- The Economic Impact of Successful Commercial Fire Interventions for the Phoenix Fire Department June - August, 2012
- Geographic Information System Emergency Services Response Capabilities Analysis Final Report for Sheboygan Fire Department dated June 2016

PP+S

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Fire Chief



# INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

HAROLD A. SCHAITBERGER  
General President

THOMAS H. MILLER  
General Secretary-Treasurer

March 7, 2016

Mr. Chase Longmiller, President  
IAFF Local 483 - Sheboygan  
2611 Rolling Meadows Dr  
Sheboygan, WI 53083

Dear Brother Longmiller:

In response to your request, we have reviewed municipal financial documents for the city of Sheboygan, Wisconsin.

Businesses and governments have different objectives and operate in distinct environments. A business enterprise aims to maximize profit, and the profit reported on its income statement usually provides a reasonable measure of its success. A local government aims to provide services to its constituents within budgetary constraints, and while it tries to provide those services in a cost effective way, it is not profit motivated.

Because of these differences, governments use an accounting technique that is unique to governments known as "fund accounting." A fund represents an entity with a separate set of accounting records segregated to carry on a specific activity. Each fund has assets, liabilities, and a **fund balance** or **fund equity** that equals assets minus liabilities. Each fund begins the fiscal year with a beginning fund balance from the previous year, takes in revenue during the current year, pays expenses for the current year, and ends the year with a new fund balance that carries over into the next fiscal year.

The fund balance is significant because it represents the fund's reserves and is an important measure of a local government's fiscal strength. Although the condition of every fund is relevant when analyzing a government's financial health, this analysis focuses primarily on the **general fund** because it finances general government operations, including the day-to-day operations of the fire department, such as salaries. Most cities account for the fire department within the general fund.

Most of the information needed to evaluate a local government's financial condition can be found in its **comprehensive annual financial report (CAFR)** or **audited financial statement**. This document contains two important financial statements each of which calculates the fund balance in a different way, but both of which give the same dollar figure. They are:

1. The **balance sheet** that shows the assets and liabilities of each fund on the last day of the fiscal year. The balance sheet calculates the fund balance as assets minus liabilities, inclusive of deferred inflows of resources, where applicable.
2. The **statement of revenues, expenditures, and changes in fund balance** (often called the **revenue and expense statement**) that shows how much money came in and how much money the government spent during the fiscal year. The revenue and expense statement calculates the fund balance as the old fund balance plus revenue over the year minus expenses over the year.

The balance sheet is a snapshot of what the city owns and owes at a point in time, specifically the last day of the fiscal year. The revenue and expense statement provides a picture of the entire fiscal year and is similar to a profit and loss statement in a corporate report. The fund balance is analogous to owners' or stockholders' equity. The balance sheet and the revenue and expense statement both give the fund balance for each fund, and they usually list each fund individually and often total all funds or certain groups of funds. Although these two financial statements are the usual starting point in a municipal financial analysis, the entire CAFR is important.

What we hope to find in reviewing the financial statements includes an unreserved fund balance in the general fund of over 16.67 percent of the general fund's annual expenditures. There should be sufficient cash and equivalent assets to cover most of the general fund balance. We would also like to see revenue increasing over time and sufficient to meet expenditures, a manageable level of debt, and the other funds in good enough condition so that the general fund (the fund of last resort) is not required to cover the expenses of such other funds. One obvious situation we might not find these conditions is when a local government has little or no discretionary money. There are also instances where a jurisdiction moves or otherwise diverts money to other funds because of changing priorities. While we can usually determine where money is being concentrated, we generally cannot comment on priorities nor on the appropriate level of funding for particular departments or projects because these are political decisions and are unique to the jurisdiction.

The purpose of this analysis is to help you interpret what the financial statements report with the understanding that these statements do not always tell us everything. The reader has no way of knowing, for example, if a jurisdiction has failed to record significant revenue or expenditures that should have been accounted for in the reported fiscal year. The financial reports usually tell us little about local or regional economic conditions, except what is self-reported by the city or county, and it is unlikely that they provide any clues about the local political situation or possible personal agendas of elected or appointed officials. Therefore, while we cannot say with absolute certainty that the city does or does not have sufficient resources, we can tell you what the financial reports say and suggest areas that might require further explanation from the city.

#### General Fund Assets and Liabilities:

The following table traces the general fund's asset, liability, and balance history over the past three completed and reported fiscal years. We are interested in both the current ratio of assets to liabilities and the trend over the past few years. This ratio can vary widely due to the timing of the receipt of tax revenues, payment of bills, etc., but the report should explain any precipitous drop. We would like to see this ratio increase over time, or if it is already healthy, remain relatively steady. There is no widely accepted threshold number separating a good from a very good or excellent ratio. However, a ratio just barely greater than one, for example 1.03, leaves very little fund balance, and an asset to liability ratio below one means that liabilities are greater than assets, which is clearly a serious problem. The higher the asset to liability ratio the better. We are also interested in the dollar value of the assets, which should tend to increase over time.

#### Historical General Fund Assets and Liabilities Trend

<u>Date</u>	<u>Total Assets</u>	<u>Cash and Investments</u>	<u>Total Liabilities</u>	<u>Asset to Liability Ratio</u>	<u>General Fund Balance</u>	<u>Unreserved Fund Balance</u>
12/12	\$35,122,667	\$15,319,872	\$18,013,778	1.95	\$17,108,889	\$15,489,844
12/13	\$37,086,741	\$17,334,318	\$18,587,968	2.00	\$18,498,773	\$16,844,288
12/14	\$39,597,929	\$20,438,241	\$18,593,230	2.13	\$21,004,699	\$19,413,858

The city's asset to liability ratio of 2.13 at the end of fiscal 2015 means that the city had general fund assets of \$2.13 for each \$1.00 in general fund liabilities, which is a positive ratio that increased over 9% from FY12 to

FY14. In addition, the general fund balance increased nearly 23% during the three-year period. Cash at the end of fiscal 2014 was sufficient to cover more than 97% of the general fund balance. The percentage of cash is important because to be available for appropriation the fund balance has to be liquid, i.e., available in cash or investments that are easily converted to cash.

**General Fund Revenue and Expenses:**

Local government financial officers generally make cautious predictions. They tend to underestimate revenue and slightly overestimate expenditures. Exact predictions are impossible, and it is better to build in a margin of error than to underestimate revenue and have unexpected expenses. If we compare budgeted versus actual revenue and expenses over several years, we can get an idea of the city's ability to forecast revenue and control expenditures and in some cases establish a pattern of over and/or underestimates.

The numbers in the table below may differ from those used elsewhere in the financial statements and in this analysis because they are based on what is called the "budgetary basis" of accounting as opposed to the "GAAP (generally accepted accounting principles) basis," which is used in most financial statements. The two methods differ as to when revenue and expenditures are recognized. The only reason we use the budgetary basis is that we are comparing to a prediction made using that method. We have included not only revenue and expenditures but also transfers into and out of the general fund(if any).

**General Fund Actual Versus Budgeted Revenue and Expenditures Plus Transfers, Budgetary Basis**

FY	<u>General Fund Revenue and Transfers In</u>			<u>General Fund Expenditures and Transfers Out</u>		
	Budget	Actual	Actual as % of Budget	Budget	Actual	Actual as % of Budget
12	\$35,616,973	\$36,530,746	102.6%	\$35,086,970	\$32,602,897	92.9%
13	\$35,103,843	\$35,277,894	100.5%	\$35,706,688	\$33,901,218	94.9%
14	\$35,599,018	\$37,935,526	106.6%	\$37,178,913	\$35,932,875	96.6%

Revenues and transfers in to the general fund were ahead of budget predictions and expenditures and transfers out were lower than budgeted for all three years. More important than this comparison, however, is whether general fund revenue was sufficient to fund general fund expenditures. In all three years, actual revenues and transfers in exceeded actual expenditures and transfers out, at least on a budgetary basis.

When expenditures exceed revenue is often referred to as an operating deficit. An operating deficit is not a good indicator, but whether it is cause for serious concern depends on the amount of the deficit, the level of fund balance, and whether it is an isolated case that is unlikely to repeat or part of a trend of insufficient revenue. An operating deficit does not signify that the city or the fund has a negative fund balance but rather that more money went out of the fund than came in during that fiscal year. If the general fund or all the funds combined have a negative fund balance (i.e., liabilities are greater than assets) the city is almost certainly in serious financial difficulty. This has not been an issue in the general fund for at least the last three reported fiscal years.

**General Fund Balance:**

One very important indicator of financial health is the level of fund balance. As mentioned earlier, the fund balance can be defined as assets minus liabilities. If the general fund is short of cash and/or equity, we could not assume that transfers could be made from other funds to correct the problem because there are usually restrictions on the use of assets of other funds. Even where the equity is sufficient, not all the fund balance is available for appropriation.

First, there are two subdivisions within the fund balance for any fund—reserved balance and unreserved balance. In theory, the reserved fund balance includes money that must be set aside for a specific purpose due to a legal obligation. It is similar to, but not exactly the same as, a liability. The reserved balance includes the nonspendable and restricted general fund balances.

The unreserved fund balance is what remains after the reserved funds have been set aside. The unreserved fund balance also has three subdivisions—committed, assigned, and unassigned. Although the committed and assigned funds are both intended for a particular use, there is no legal obligation to use them for that purpose. The council or other authorized official can change or rescind their designated purpose. The unassigned fund balance is again whatever remains.

### Reserved Funds

- Nonspendable fund balance—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- Restricted fund balance—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions or by enabling legislation

### Unreserved Funds

- Committed fund balance—amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint
- Assigned fund balance—amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority
- Unassigned fund balance—amounts that are available for any purpose; these amounts are reported only in the general fund

Second, local governments must maintain a certain level of fund balance to obtain a favorable bond rating. A high bond rating is desirable because it enables a government entity to borrow money at a lower interest rate. It is also simply good management to maintain a reserve to cover emergencies and unforeseen circumstances.

The appropriate fund balance level is related to the level of expenditures. The table below compares both the total general fund balance and the unreserved portion of the fund balance to expenditures.

### General Fund Balance as a Percent of Expenditures, Plus Transfers

	Total General	Unreserved	GAAP Basis	Total Fund Balance as	Unreserved
FY	Fund Balance	Fund Balance	General Fund	% of Expenditures	Fund Balance as
			Expenditures		% of Expenditures
12	\$17,108,889	\$15,489,844	\$32,602,897	52.5%	47.5%
13	\$18,498,773	\$16,844,288	\$33,901,218	54.6%	49.7%
14	\$21,004,699	\$19,413,858	\$35,932,875	58.5%	54.0%

As to whether this fund balance is adequate, the Government Finance Officers Association (GFOA) states:

*“The adequacy of unrestricted fund balance in the general fund should be assessed based upon a government’s own specific circumstances. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments,*

*regardless of size, maintain unrestricted fund balance in their general fund of no less than two months, or 16.67%, of regular general fund operating revenues or regular general fund operating expenditures."*

It is reasonable to assume that the 16.67 percent guideline is appropriate during relatively normal non-recessionary economic conditions, and it is understandable that a municipality would want to maintain a higher reserve level in uncertain financial circumstances when the likelihood of drawing on the balance is greater. However, if a local government determines a high reserve is essential, it should be able to justify the level it wants to maintain. Sheboygan's fund balance is well above the 16.67 percent guideline for the last three years reviewed.

**More About Funds Other Than the General Fund:**

As of 12/31/14, the total fund balance (assets minus liabilities) of all governmental fund types was \$35,618,176 of which \$38,990,551, or more than 100%, could be covered by cash and cash equivalents. Total fund equity represents the amount by which assets exceed liabilities. For the same funds, the city has total assets of \$81,179,785 and total liabilities of \$45,561,609.

The ratio of assets to liabilities is 1.78; in other words, the city has \$1.78 in assets for every \$1.00 in liabilities, at least for the governmental fund types.

The table below shows the city's total fund equity for governmental fund types as of 12/31/14:

<u>Fund</u>	<u>Total Fund Equity</u>	<u>% Cash and Equivalents</u>	<u>Asset to Liability Ratio</u>
General	\$21,004,699	97.3%	2.13
Debt Service GO Debt	\$4,522,206	77.1%	1.88
Debt Service TIF Districts	\$2,510,858	>100%	1.47
Other	\$7,580,413	>100%	1.46

We should note that assets are not necessarily transferable between funds. There are often restrictions on the use of cash and other assets. For example, revenue that comes into the capital projects and special revenue funds is often legally restricted to be used for those specified purposes for which the revenue was appropriated. On the other hand, it is not uncommon for a charter or statute to provide for certain amounts of revenue from another fund—the amount often determined by formula—to be transferred into the general fund on a regular basis. Such a transfer is not usually considered revenue by the strict definition, but it serves the same purpose and the city budgets for it as it would a revenue source.

However, even if the charter or governing law prohibits or makes difficult the transfer of money from other funds to the general fund, there is still a purpose in examining the financial health of these operations. We want to determine their potential impact on the general fund because it not only accounts for the day-to-day operations of the city but also serves as payer of last resort should any other city fund be unable to meet its obligations.

If we look at all governmental fund types together, we get another perspective on the fund balance.

Mr. Chase Longmiller, President, IAFF Local 483

March 7, 2016

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<u>Fund</u>	<u>Total Fund Balance</u>	<u>Fiscal Expenditures</u>
General	\$21,004,699	\$35,932,875
Debt Service GO Debt	\$4,522,206	\$6,561,796
Debt Service TIF Districts	\$2,510,858	\$3,156,915
Other	\$7,580,413	\$14,216,890
<b>Total</b>	<b>\$35,618,176</b>	<b>\$59,868,476</b>
<b>Total Fund Balance as a Percent of Expenditures</b>	<b>59.5%</b>	

**Moody's:**

As of July 2015, Moody's has assigned a credit rating of Aa2 to Sheboygan's general obligation debt. "Bonds rated Aa are judged to be of high quality by all standards. Together with the Aaa group they comprise what are generally known as high grade bonds. They are rated lower than the best bonds because margins of protection may not be as large as in Aaa securities or fluctuation of protective elements may be of greater amplitude or there may be other elements present that make the long-term risks appear somewhat larger than in Aaa securities....the modifier 2 indicates a mid-range ranking."

Moody's states the following:

"The Aa2 rating is indicative of the city's sizeable and diverse tax base located on the shore of Lake Michigan; below average resident wealth levels; healthy financial profile, characterized by improved liquidity and operating fund reserve levels; manageable debt burden and affordable unfunded pension liabilities."

**FY15:**

According to the unaudited Historical Actuals Comparison Report, FY15 general fund revenue was \$35,947,563 and general fund expenditures were \$34,304,372. This results in an increase to the general fund of \$1,643,191 in FY15.

**General:**

Sheboygan's general fund balance increased nearly 23% from FY12 to FY14, while the asset to liability ratio increased over 9% for the same time period. The general fund balance, both total and unreserved as a percentage of expenditures, is well above the GFOA guidelines in all years reviewed. All governmental funds have positive fund balances and asset to liability ratios.

Please contact us if you have any questions or if further clarification is needed.

Fraternally,

Kelley Lopez  
Department of Labor Issues and Collective Bargaining

cc: Thomas Thornberg, Vice President, IAFF 5<sup>th</sup> District



# SHEBOYGAN PROFESSIONAL FIREFIGHTERS

International Association of Fire Fighters Local 483 A.F.L.-C.I.O.-C.L.C



July 5, 2016

Dear Elected officials, Sheboygan City Administrator and Citizens of Sheboygan

Over the last few years the city of Sheboygan had faced severely limited budgets and tough economic times. During that period of time the city of Sheboygan fire department had been reduced in staffing in both administrative and line firefighters. These reductions in staffing have led to severely understaffed stations and apparatus, a reduced ability to mitigate emergencies and an overall reduction in the capacity to adequately perform the job that the public has come to know and expect. Currently, two of our five fire stations typically deploy only two firefighters per day, leaving the far north and south sides without satisfactory fire protection.

Recently, the city of Sheboygan, faced with the prospect of having to repair or renovate two fire stations that have been neglected for years, has decided that an attractive alternative to repairing these stations was to abandon them and replace them with a fire station yet to be constructed. Sheboygan Firefighters Local 483, although not originally opposed to this idea, was skeptical to the plans efficacy. In response, we commissioned a study to address both the feasibility of station relocation and the overall staffing of our department and apparatus.

After several months of studying station locations, rig assignments and personnel allocation, Sheboygan Firefighters Local 483 can now recommend to the council that it needs to reject any and all proposals related to the reduction of fire stations within the city. Furthermore, the report shows what we have believed for some time: the city of Sheboygan fire department is severely understaffed and is in immediate need of reinvestment.

The study and information provided to the city will show that the city of Sheboygan fire department has little to no ability to adequately arrive to the scene of an emergency with an effective force of firefighters within internationally recognized standards. The ability to arrive on scene quickly, and with adequate resources, is the key to efficiently fighting fires, providing top-notch medical services and mitigating other emergencies. The Sheboygan Fire Department, as it is currently run and staffed, is unable to meet benchmarks for staffing at emergencies in nearly all instances.

In every scenario that the city has proposed for the reallocation of rigs and stations, response times within two of the busiest districts dramatically increase. This delay will have serious

consequences to service delivery and negative impacts that reduce safety and increase the risk of fire and disaster losses.

The study's data demonstrates that there is currently only a small chance that firefighters will arrive within the allotted time and with an appropriate force. Currently, the department's deployment ability is seriously inadequate for all but some fires in low hazard occupancies. Medium and high hazard occupancies, churches, schools, industries, shopping centers, hospitals, apartment complexes, retirement homes, hotels etc., will never have the possibility of an effective fire attack or rescue operation with the department's current staffing model. Businesses and industries have recently chosen to invest in the city of Sheboygan. Included with this study is an analysis from Arizona State University that demonstrates the economic value of fast, effective firefighting. When a home is destroyed by fire, the effects can be, and usually are, devastating for a family. When a home destroys a major business or industry it can be devastating to the entire community. The commitment that these businesses have made to this city necessitates an in-kind investment toward protecting those assets, existing assets, and the valued citizens and visitors of our city.

Sheboygan Firefighters Local 483 recognizes the fact that it may be inconceivable and economically unfeasible to attain the level of service recommended by this staffing study. However, we have proof-of-concept that a restructuring of the department's current assets, along with the reappointment of several positions lost through attrition, would leave an acceptable service delivery model. The proposal we favor would increase staffing on a daily basis, improve certain response times while leaving all other response times within internationally accepted time limits.

The study suggests that the council should, at the very least, expressly authorize the immediate filling of three firefighter vacancies that were budgeted for and approved last year; direct the Fire Chief to place all department Battalion Chiefs back on a 24 hour shifts; allocate additional overtime money to eliminate stations being staffed with only two firefighters; budget monies for the repairs to our two deficient stations; and, work with Local 483 and the fire department administration to develop an operational plan to adjust our current deployment model.

The current situation we find ourselves in has not come in one fell swoop, nor will it be fixed overnight. However, the information we have provided to the city gives us a clear picture of what needs to happen. Sheboygan Firefighters Local 483 is committed to the health, safety and economic viability of the community. We found it necessary to inform the public that although we do our best to protect them and their interests, unfortunately, it might not be enough with the resources we have and even less so with the resources proposed. We look forward to continuing to serve the citizens of Sheboygan.

Signed on behalf of the members of Sheboygan Firefighters Local 483

Chase Longmiller  
President

# THE ECONOMIC IMPACT OF SUCCESSFUL COMMERCIAL FIRE INTERVENTIONS

*PHOENIX FIRE DEPARTMENT  
JUNE – AUGUST, 2012*



Dr. Anthony Evans  
L William Seidman Research Institute,  
W. P. Carey School of Business,  
Arizona State University

January 24, 2013

## **L. WILLIAM SEIDMAN RESEARCH INSTITUTE**

*The L. William Seidman Research Institute serves as a link between the local, national, and international business communities and the W. P. Carey School of Business at Arizona State University (ASU).*

*First established in 1985 to serve as a center for applied business research alongside a consultancy resource for the Arizona business community, Seidman collects, analyzes and disseminates information about local economies, benchmarks industry practices, and identifies emerging business research issues that affect productivity and competitiveness.*

*Using tools that support sophisticated statistical modeling and planning, supplemented by an extensive understanding of the local, state and national economies, Seidman today offers a host of economic research and consulting services, including economic impact analyses, economic forecasting, general survey research, attitudinal and qualitative studies, and strategic analyses of economic development opportunities.*

*Working on behalf of government agencies, regulatory bodies, public or privately-owned firms, academic institutions, and non-profit organizations, Seidman specializes in consultancy at the city, county or state-wide level. Recent and current clients include:*

- *Arizona Commerce Authority (ACA)*
- *Arizona Corporation Commission (ACC)*
- *Arizona Department of Mines and Mineral Resources*
- *Arizona Hospital and Healthcare Association*
- *Arizona Investment Council (AIC)*
- *Arizona Mining Council*
- *Arizona Public Service Company (APS)*
- *Arizona School Boards Association*
- *Arizona Town Hall*
- *The Boeing Company*
- *City of Phoenix*
- *Excelsior Mining*
- *Executive Budget Office of the State of Arizona*
- *First Things First*
- *Freeport McMoran*
- *Glendale Community College*
- *Goodwill Industries*
- *Intel Corporation*
- *The Navajo Nation Division of Economic Development*
- *The Pat Tillman Foundation*
- *Phoenix Sky Harbor International Airport*
- *Pierce Eislen*
- *Public Service Company of New Mexico (PNM)*
- *Raytheon*
- *Rosemont Copper Mine*
- *Salt River Project (SRP)*
- *Science Foundation Arizona (SFAZ)*
- *Turf Paradise & Delaware North*
- *Valley METRO Light Rail*
- *The Vote Solar Initiative*
- *Waste Management*

## Executive Summary

- This study uses a REMI model to estimate the economic impact of the City of Phoenix Fire Department's successful intervention at eight fires, June 1 to August 31, 2012, affecting thirteen commercial businesses or organizations.
- Approximately 2,173 total private non-farm jobs could have been lost in the State of Arizona over the course of one year if the City of Phoenix Fire Department had not successfully intervened at the eight commercial fires studied.
- If government and farm sector employment is included, the total impact could increase to 2,322 jobs over the course of just one year in the State of Arizona.
- Maricopa County, as the host county, could suffer most of the estimated job losses, including 495 full-time direct jobs for at least one year.
- Gross state product could be lower by approximately \$196 million (2012 \$) throughout the State of Arizona, and real disposable personal income by \$94.6 million (2012 \$), without the City of Phoenix Fire Department's successful interventions at these eight commercial fires.
- State revenues could also fall by approximately \$10.6 million (2012 \$) throughout Arizona if the fires had not been extinguished.
- The City of Phoenix Fire Department is therefore estimated to exert a significant impact on the local economy at both a state and county level.

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## 1. Introduction

The City of Phoenix Fire Department is committed to providing the highest level of public safety service for the community, protecting lives and property through fire suppression, emergency medical and transportation services, disaster management, fire prevention and public education.

One of the busiest fire departments in the country, the City of Phoenix Fire Department is responsible for a 519.1 square mile area, and the safety/well-being of almost 1.5 million people. In FY2010-11, it attended 13,893 fires.<sup>1</sup>

The City of Phoenix Fire Department currently implements a wide range of key performance indicators (KPIs) to demonstrate its value to City officials and the wider community. However, these methods all overlook the impact of the Fire Department's operations on the local economy.

In August 2011, the Seidman Research Institute conducted an exploratory case study for the City of Phoenix Fire Department, evaluating the economic impact of saving a furniture manufacturer from a major fire. The case study suggested that up to 203 jobs could have been lost in the State of Arizona if the property had not been saved, plus \$20 million gross state product and \$9 million real disposable personal income (2011 \$).

Surprised by the magnitude of these impacts, the Seidman Research Institute therefore agreed to further assess the economic impact of successful fire interventions at commercial establishments over a longer time horizon. The objectives of this study are to:

- Implement a three month aggregate analysis of commercial fire interventions, focusing exclusively on any organization that could have temporarily or permanently lost their production capability and/or operations without the successful intervention of the City of Phoenix Fire Department.
- Quantify the total employment, gross state product (GSP), real disposable personal income (RDPI) and adjusted state/local tax revenue losses in the State of Arizona and Maricopa County if the fires had not been successfully contained.

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<sup>1</sup> This is the latest publically-available figure.

The interventions included in this analysis occurred between June 1 and August 31, 2012, and each fire was in a post-incipient phase.<sup>2</sup>

Estimated impacts include the direct combined effects of every commercial property benefitting from a successful Fire Department intervention, alongside the indirect and induced effects that arise when their incomes and expenditures are recycled within the state's and county's economy. The year of study for this analysis is 2012, and all impacts are expressed in 2012 dollars (2012 \$).

Section 2 summarizes the economic impact method and the primary data used in the calculations. Simulation results for the State of Arizona and Maricopa County are offered in Section 3. Conclusions and recommendations are provided in Section 4.

## **2. Economic Impact Analysis – Study Method and Scenario Examined**

Commercial businesses and organizations exert direct, indirect and induced impacts on a state or county's economy.

The *direct* impacts are generally easy to understand and calculate. They include the initial capital investment when a business or organization is launched, and the people directly employed to supply their products or services.

The *indirect* and *induced* effects are additional, second round expenditures and jobs created as a result of the initial "injection" of capital expenditures and direct employment. Indirect effects arise when a company makes purchases from suppliers to support its operation. Induced effects occur when workers either directly or indirectly associated with commercial businesses or organizations spend their incomes in the local economy, when suppliers place upstream demands on other producers, and when state and local governments spend new tax revenues. The income that a company or employee spends in the

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<sup>2</sup> This means that the fire had progressed beyond the incipient or ignition phase, and was either growing in intensity, or was fully developed (the hottest and most dangerous phase of any fire).

local economy therefore generates revenues/income for a variety of different businesses, which creates induced effects.

The rounds of expenditures are not self-perpetuating in equal measure. Through time, they become smaller as more of the income/expenditures “leak” out of the local economy.<sup>3</sup> The cumulative impacts of these rounds of expenditures or “ripple effects” are known as the multiplier effect in economics. Importantly, there is no one “magic” multiplier number for every conceivable scenario. Due to the inter-linked nature of the Arizona economy and its links to the rest of the U.S. (and the world), the eventual ripple effects depend on a variety of different factors.<sup>4</sup>

If a commercial business or organization is adversely affected by fire, causing a temporary or permanent cessation of trade or potentially even relocation, this will also affect the host state or county’s local economy. The potential impacts of fire damage include actual physical structure impairment, falls in sales output, or new production costs such as the purchase of replacement equipment and supplies. This will affect key economic variables such as employment, gross state product, disposable personal income and local/state tax revenues.

Therefore, a full understanding of the total impact that a successful fire intervention at a business will have on the Arizona economy is rather more complex than just an extrapolation of direct impacts.

Please note that this study only considers the potential economic losses if a commercial business or organization is forced to temporarily or permanently close down due to fire. No consideration is given to the potential construction impacts arising from unsuccessful interventions. Residential interventions are also excluded from the analysis.

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<sup>3</sup> For example, in the form of savings, or as payments for goods and services produced outside of a state.

<sup>4</sup> In very simple terms, what matters is the size of the direct impact, where it occurs (that is, which county and which sector of the economy) and the duration of the impacts.

## 2.1. Study Method

This study makes use of an Arizona-specific version of the REMI regional forecasting model, updated at the Seidman Research Institute, to produce economic estimates of commercial businesses and organizations in the State of Arizona and Maricopa County.

Through its dynamic modeling, REMI takes account of variations in the economic impact of a business through time. These estimated impacts are the difference between the baseline economy and the baseline economy augmented with the new enterprise. As a result, the analysis measures the economy *with* and *without* the existence of the fire-stricken business in both the State of Arizona and Maricopa County. The use of a county level model also enables a more detailed disaggregation of results to occur, estimating the “leakage” of economic impacts into other counties in Arizona.

Seidman’s method for estimating the economic impacts involves four fundamental steps:

- 1. Prepare a baseline forecast for the state and county economy:** This baseline scenario provides a forecast of the future path of the local economies in the State of Arizona and Maricopa County based on a combination of the extrapolation of historic economic conditions and an exogenous forecast of relevant national economic variables. This is often referred to as the Business as Usual (BAU) case, and assumes that the commercial businesses and organizations included in the analysis did not require successful fire interventions to continue operating.
- 2. Develop policy scenario:** This describes the *direct* economic impacts generated by the loss of these commercial businesses and organizations for up to one year if the City of Phoenix Fire Department had been unable to successfully intervene.
- 3. Compare the baseline and policy scenario forecasts**
- 4. Produce delta results:** Differences between the future values of each variable in the forecast results estimate the magnitude of the loss of the businesses and organizations for the local economy, relative to the baseline.

The economic impacts measured in this study are:

- **Total Employment:** An estimate of the total number of full-time (or equivalent) jobs in the State of Arizona or Maricopa County, encompassing every sector and industry, including government and farm workers. Total employment therefore includes employees, sole proprietors and active partners, but excludes unpaid family workers and volunteers.
- **Total Private Non-Farm Employment:** An estimate of the total number of full-time (or equivalent) jobs in the State of Arizona or Maricopa County, encompassing all sectors and industries but excluding government and farm workers. This again includes employees, sole proprietors and active partners, but excludes unpaid family workers and volunteers.
- **Gross State Product (GSP):** This is the market value of goods and services produced by labor and property in the State of Arizona or Maricopa County. It represents the dollar value of all goods and services produced for the state or county's final demand, but excludes the value of intermediate goods and services purchased as inputs to final production. It can also be defined as the sum of employee compensation (wages, salaries and benefits, including employer contributions to health insurance and retirement pensions), proprietor income, property income, and indirect business taxes.
- **Real disposable personal income (RDPI):** This is an estimate of the total after-tax income received by any person residing in the state or county, deflated by the Personal Consumption Expenditure (PCE)-Price Index, but available for spending or saving. Technically speaking, real disposable personal income is the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income, rental income of persons, personal dividend income, personal interest income, and personal current transfer receipts, less personal taxes and contributions for government social insurance.
- **State Tax Revenue:** This is an estimate of general sales tax, selective sales tax, license taxes, individual and corporate income taxes, other taxes, miscellaneous general revenue, utility revenue, liquor store revenue, insurance trust revenue, intergovernmental revenue and current charges.

## 2.2. Data Inputs

Between June 1 and August 31, 2012, the City of Phoenix Fire Department successfully intervened at thirteen post-incipient commercial fires - that is, fires that were either growing in intensity or fully developed (the hottest and most dangerous phase of any fire).

Two of the interventions were at vacant commercial premises, and therefore excluded from the current analysis. The businesses and organizations at three commercial fire locations declined to participate in the study. The remaining eight interventions directly affected thirteen local businesses. Production capability and business operations could have been lost for at least one year at eleven of these local businesses without the successful intervention of the City of Phoenix Fire Department. Commercial activity at the remaining two local businesses could have been compromised for at least three months if their fires had not been successfully controlled.

Each commercial business or organization was asked to complete a brief survey as part of a follow-up fire incident investigation to supply the following data:

- Industry type
- Industry NAICS code/description
- Number of full-time (or equivalent) employees
- Annual total revenue/sales
- Average employee salary
- Extent of actual disruption to business operations
- Estimated extent of disruption without successful intervention

Anonymity was guaranteed in return for their sharing of commercially sensitive information. The industries directly benefiting from the City of Phoenix Fire Department interventions included construction, manufacturing, retail, finance, administrative and support services, and other services (except public administration).

Cumulatively accounting for 545 employees and annual salaries of almost \$19.6 million, the inputs supplied by each business or organization have been used to estimate the economic impact for the State of Arizona and Maricopa County for one entire year if the City of Phoenix Fire Department had been unable to successfully intervene and extinguish the fires.

### 3. Simulation Results

Table 1 illustrates the total employment and total private non-farm employment job impacts for one full calendar year if the City of Phoenix Fire Department had been unable to intervene at the eight commercial fires. The distinction between the two employment measures is important. Total employment refers to any job in the public or private sector, including government jobs and farm workers. Total private non-farm employment simply refers to the private sector, and therefore excludes government jobs, and any impacts associated with farming. The unit of measurement for each impact is job years.<sup>5</sup>

This table estimates that approximately 2,173 total private non-farm full-time (or equivalent) jobs could have been lost in the State of Arizona over the course of one year if the City of Phoenix Fire Department had not successfully intervened at the eight commercial fires. If the government and farm sectors are included, this could increase to 2,322 full-time (or equivalent) job losses over the course of one year in the State of Arizona. Approximately 98% of these full-time (or equivalent) job losses could have taken place in Maricopa County – the host county in which the commercial fires occurred.

**Table 1: Employment Impacts of the 8 Commercial Fire Interventions for One Year**

	<b>Total Employment Losses (Job Years)</b>	<b>Total Private Non-Farm Employment Losses (Job Years)</b>
Arizona	2,322	2,173
Maricopa County	2,280	2,137
Host County as Percentage of Arizona	98.2%	98.4%

Source: L. William Seidman Research Institute, W. P. Carey School of Business, Arizona State University

<sup>5</sup> A job year is equivalent to one person having a full-time job for exactly one year.

The 2,173 private non-farm jobs saved by the City of Phoenix Fire Department's successful intervention at eight commercial fires consisted of 495 direct jobs<sup>6</sup> and 1,678 indirect or induced jobs.

Table 2 estimates the distribution of job losses for one year across the private non-farm employment sectors if the City of Phoenix Fire Department had been unable to successfully intervene, resulting in a loss of production or operational capability at the 13 commercial businesses or organizations. This table suggests that the five sectors that could lose the greatest number of jobs are retail trade, construction, manufacturing, administrative and waste services, and health care and social assistance.

Table 3 estimates the gross state product (GSP) and real disposable personal income (RDPI) losses potentially emanating from the non- or unsuccessful intervention of the City Phoenix Fire Department. The table estimates that the State of Arizona could have lost approximately \$196 million GSP (2012 \$) in just one year if the City of Phoenix Fire Department had failed to successfully intervene at the eight commercial fires. Approximately 98.4% of the loss could have taken place in Maricopa County.

Table 3 also estimates that RDPI in the State of Arizona could fall by \$94.6 million (2012 \$) without the successful fire interventions. Maricopa County again could suffer almost all of the loss (95.8%).

Table 4 estimates the adjusted state tax/revenue losses for one year if the City of Phoenix Fire Department had not successfully intervened at the commercial fires. The losses could amount to \$10.56 million in the State of Arizona – that is, 96% in Maricopa County, with the balance in Pinal and Pima Counties.

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<sup>6</sup> This direct job years figure is lower than the total annual direct employment (545 jobs) at the 13 commercial business or organizations saved, because 2 of the companies indicated that they would only close for 3 months. As a result, a pro-rata input for these 2 companies has been used in the total direct calculation for all 13 businesses or organizations.

**Table 2: Distribution of Private Non-Farm Employment Losses across Industry Sectors for One Year**

<b>Sector</b>	<b>Jobs Lost in Arizona</b>	<b>Jobs Lost in Maricopa County</b>
Forestry, Fishing, Related Activities, and Other	0.53	0.4
Mining	2.99	1.3
Utilities	6	5.9
Construction	486.77	485.2
Manufacturing	248.03	244.48
Wholesale Trade	70.43	69.76
Retail Trade	578.34	574.34
Transportation and Warehousing	26.01	24.77
Information	16.56	15.93
Finance and Insurance	69.09	67.23
Real Estate and Rental and Leasing	50.11	48.49
Professional and Technical Services	114.53	111.57
Management of Companies and Enterprises	10.77	10.53
Administrative and Waste Services	134.7	133.18
Educational Services	19.24	18.59
Health Care and Social Assistance	123.29	119.19
Arts, Entertainment, and Recreation	22.58	21.12
Accommodation and Food Services	70.56	68.27
Other Services, except Public Administration	122.12	116.97
<b>Total</b>	<b>2,173</b>	<b>2,137</b>

Source: L. William Seidman Research Institute, W. P. Carey School of Business, Arizona State University

**Table 3: Summary of Gross State Product and Real Disposable Personal Income Impacts for One Year**

<b>Impact Type</b>	<b>Initial Year Impact</b>
<b>Gross State Product (Millions 2012 \$)</b>	
Arizona	196.0
Maricopa County	193.0
Host County as Percentage of Arizona	98.4%
<b>Real Disposable Personal Income (Millions 2012 \$)</b>	
Arizona	94.6
Maricopa County	90.6
Host County as Percentage of Arizona	95.8%

Source: L. William Seidman Research Institute, W. P. Carey School of Business, Arizona State University

**Table 4: Summary of Adjusted State Revenue Impacts for One Year**

	<b>Income Tax (Millions 2012 \$)</b>	<b>General Sales Tax (Millions 2012 \$)</b>	<b>Selective Sales Tax (Millions 2012 \$)</b>	<b>Corporate Income Tax (Millions 2012 \$)</b>	<b>Rest<sup>7</sup> (Millions 2012 \$)</b>	<b>Total (Millions 2012 \$)</b>
Arizona	1.94	3.50	0.99	0.42	3.71	10.56
Maricopa County	1.85	3.41	0.96	0.41	3.53	10.16

Source: L. William Seidman Research Institute, W. P. Carey School of Business, Arizona State University

#### **4. Conclusions and Recommendations**

The goal of this study has been to estimate the impact of the City of Phoenix Fire Department's successful commercial fire interventions on the local economy at a state and county level.

Focusing on eight fire interventions affecting at least thirteen commercial businesses from June 1 to August 31, 2012, the study has estimated the impacts for the local economy in terms of employment, gross state product, real disposable income, and adjusted state tax revenues.

If the City of Phoenix Fire Department had been unable to successfully intervene at these eight commercial fires, the State of Arizona could have lost up to 2,322 full-time (or equivalent) jobs - including government and farm workers - over the subsequent 12 months. The State of Arizona could also have lost approximately \$196 million GSP, \$94.6 million RDPI, and \$10.6 million in adjusted state tax revenues.

Maricopa County, as the host county, could have suffered the most. Estimated losses over the year could include up to 2,280 full-time (or equivalent) jobs for all sectors, including government and farm workers, approximately \$193 million GSP, \$90.6 million RDPI, and \$10.2 million in adjusted state tax revenues.

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<sup>7</sup> Rest includes license taxes, other taxes, miscellaneous general revenue, utility revenue, liquor store revenue, insurance trust revenue, intergovernmental revenue and current charges.

If this three month time horizon is representative of the number and type of City of Phoenix Fire Department commercial fire interventions for a full calendar year, it is reasonable to conclude that the Fire Department exerts a significant impact on the local economy at both a state and county level. Seidman therefore recommends additional economic analysis of commercial fire interventions for other three-month time horizons to ensure the representativeness of the study sample, prior to the inclusion of an economic KPI to further demonstrate the Fire Department's value to City officials and the wider community.

The City of Phoenix Fire Department also offers much more than commercial fire interventions. The sourcing of appropriate data inputs from successful single-family and multi-family residential fire interventions for economic analyses poses greater challenges than commercial interventions. However, if an appropriate solution or way forward can be found, the economic impact of the City of the Phoenix Fire Department's successful interventions could be even greater.

## Appendix

### A.1. Inputs Provided by Client

The following data was sourced by the City of Phoenix Fire Department’s investigators after their successful commercial fire interventions. The responses from all thirteen businesses and organizations affected by the fires have been grouped by industry or sector. Four of the thirteen businesses and organizations failed to disclose their average salary. REMI’s pre-programmed average salary for those types of company in Maricopa County has therefore been applied to enable quantification of the impacts.

Sector	Annual Direct Full-Time (or Equivalent) Employment	Average Salary per Employee (2012 \$)	Total Revenue/Sales (2012 \$)
Administrative and Support Services	<i>Not available for public disclosure due to the commercially sensitive nature of the data</i>		
Construction			
Food Manufacturing			
Membership Associations and Organizations			
Monetary Authorities			
Personal and Laundry Services			
Primary Metal Manufacturing			
Retail Trade			
Wood Product Manufacturing			
<b>Total</b>			

*Source: City of Phoenix Fire Department*

### A.2. The REMI Model

REMI is an economic-demographic forecasting and simulation model developed by Regional Economic Models, Inc. REMI is designed to forecast the impact of public policies and external events on an economy and its population. The REMI model is recognized by the business and academic community as the leading regional forecast/simulation tool available.

Unlike most other regional economic impact models, REMI is a dynamic model that produces integrated multi-year forecasts and accounts for dynamic feedbacks among its economic and demographic variables. The REMI model is also an "open" model in that it explicitly accounts for trade and migration flows in and out of the state. A complete explanation of the model and discussion of the empirical estimation of the parameters/equations can be found at [www.remi.com](http://www.remi.com).

The operation of the REMI model has been developed to facilitate the simulation of policy changes, such as a tax increase for example, or many other types of events – anything from the opening of a new business to closure of a military base to a natural disaster. The model's construction includes a large set of policy variables that are under the control of the model's operators. To simulate the impact of a policy change or other event, a change in one or more of the policy variables is entered into the model and a new forecast is generated. The REMI model then automatically produces a detailed set of simulation results showing the differences in the values of each economic variable between the control and the alternative forecast.

The specific REMI model used for this analysis was Policy Insight Model Version PI<sup>+</sup> version 1.3.13 of the Arizona economy (at the county level) leased from Regional Economic Models Inc. by a consortium of State agencies, including Arizona State University, for economic forecasting and policy analysis.

### **A.3. Effects Not Incorporated into the Analysis**

No major commercial impacts were omitted.



**L. WILLIAM SEIDMAN RESEARCH INSTITUTE  
660 S MILL AVENUE, SUITE 300  
TEMPE  
AZ 85281-4011**

**Tel: (480) 965 5362**

**Fax: (480) 965 5458**

**[www.seidmaninstitute.com](http://www.seidmaninstitute.com)**



**DATE:** JULY 5, 2016  
**TO:** SHEBOYGAN COMMON COUNCIL  
**FROM:** MICHAEL T. ROMAS, FIRE CHIEF *MTR*  
**RE:** EMERGENCY SERVICES RESPONSE CAPABILITIES ANALYSIS

The City of Sheboygan Firefighter's Union Local 483 recently commissioned the International Association of Fire Fighters (IAFF) to perform an analysis of Sheboygan Fire Department's (SFD) emergency services response capabilities. The report was recently released to me and City leadership. We have commenced a review of the IAFF analysis as well as the Firefighter's Union Local 483's recommendations.

Other SFD activities and statistics:

- Currently, the Sheboygan Fire Department operates with 63 firefighters located in five Fire Stations.
- Fire Department staffing levels were reduced by three in January, 2016 due to retirements. Adjustments to staffing assignments amongst the five Fire Stations occurred as a result.
- Minimum daily staffing of 16 (plus the Battalion Chief) has been in effect since 2010. The NFPA standard for a 2,000 square foot home is 15 staff.
- First arriving unit response times average four minutes and 35 seconds. The National Fire Protection Association standard is four firefighters on scene in five minutes and 20 seconds.
- The current emergency service response level provided by the Sheboygan Fire Department is built on a rapid response to mitigate an emergency situation. For scenarios requiring a larger workforce, we implement MABAS and fire personnel call back to staff the emergency event.

As the Sheboygan Fire Chief, I believe that the current emergency services response level provided by the Sheboygan Fire Department is acceptable in protecting the citizens, visitors and workforce of the City.

SHEBOYGAN  
FIRE DEPARTMENT

1326 N. 25TH ST.  
SHEBOYGAN, WI  
53081

920/459-3327  
FAX 920/459-0209

**Romas, Mike**

**From:** Chase Longmiller <rescue1sfd@charter.net>  
**Sent:** Wednesday, July 06, 2016 8:51 AM  
**To:** Romas, Mike  
**Cc:** 'Matt Polzin'; 'Brendan Hughes'; 'Joel Johnsrud'; jojuday@gmail.com  
**Subject:** Response

Chief,

Would you please clarify a few of the bullet points below:

- Minimum daily staffing of 16 (plus the Battalion Chief) has been in effect since 2010. The NFPA standard for a 2,000 square foot home is 15 staff. **Please explain the standard in its totality. Is it just 2,000 feet or are there additional factors? Also what is staff?**
- First arriving unit response times average four minutes and 35 seconds. The National Fire Protection Association standard is four firefighters on scene in five minutes and 20 seconds. **Chief, where did you get the statistics for Sheboygan's average of four minutes and 35 seconds? What time frame did you use? Also are you implying by your statement that the department is meeting the NFPA standard? If not what are you trying to say in this bullet point?**
- You state at the end of your letter that "As the Sheboygan Fire Chief, I believe that the current emergency services response level provided by the Sheboygan Fire Department is acceptable in protecting the citizens, visitors and workforce of the city". **If that is the case do you feel that communities that staff their rigs with more than 2 personnel are overstaffed and unneeded? Would you agree by saying this, that your former department, Milwaukee Fire is overstaffed with the amount of firefighters they currently have place on apparatus?**

I look forward to your response to these questions. Please feel free to email or send a written response.

Thank you,

Chase Longmiller  
Sheboygan Fire Fighters  
President



**TO: PRESIDENT CHASE LONGMILLER**  
**FROM: CHIEF MIKE ROMAS**  
**DATE: JULY 7, 2016**  
**RE: BULLET POINT CLARIFICATION**

President Longmiller,

Here are the bullet point clarifications you requested:

1. You are correct; the NFPA fifteen member response within an 8 minute time frame is for a 2,000 square foot, 2 story, single family home without a basement or exposures. Staff means SFD members.
2. The statistics are the response average from the CAD data for a first arriving unit responding Code 3 (lights and sirens). The time frame is from receipt of alarm at the fire house until arrival on scene. The department meets the standard for a fire response when the first two units arrive before the 5 minute and twenty second standard which is comprised of eighty seconds turnout time and 4 minutes of travel time. We meet the 5 minute EMS response time standard when our first unit arrives on scene after a sixty second turnout time and 4 minutes of travel time. For example, Engine 1 and Med 1 are dispatched Code 3 to a working house fire, if they form a crew of 4 or 5 before 5 minutes and twenty seconds, we meet the standard.
3. I do not feel that communities that staff their rigs with more than 2 personnel are overstaffed and unneeded. I do not agree that Milwaukee is overstaffed with the amount of firefighters they have on their apparatus. Instead of responding with 2 or 3 members to keep their budget costs down, Milwaukee cuts their budget by decommissioning trucks and engines, shutting down fire stations, and reducing firefighters through attrition. This means longer average response times, fewer fire stations, fewer apparatus, and fewer firefighters. The SFD accomplishes the same results by responding with fewer members, but our strength is in our 5 stations and 8 apparatus which allow us a faster response time and earlier intervention.

If you need further clarification, please don't hesitate to contact me.

Sincerely,

Chief Romas

SHEBOYGAN  
FIRE DEPARTMENT

1326 N. 25TH ST.  
SHEBOYGAN, WI  
53081

920/459-3327  
FAX 920/459-0209

II

R. O. No.       - 16 - 17. By FIRE CHIEF. July 18, 2016.

Submitting communications from Sheboygan Fire Chief Michael T. Romas and Sheboygan Firefighter's Union Local 483 Chase Longmiller regarding the Emergency Services Response Capabilities Analysis.

PP+S

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Fire Chief

III

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO  
THE UNIVERSITY OF CHICAGO  
THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Donohue. July 18, 2016.

A RESOLUTION approving the Second Amendment to WB-13 Vacant Land Offer to Purchase between the John Michael Kohler Arts Center and the City of Sheboygan.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign the amendment related to extension request by the John Michael Kohler Arts Center.

*1  
suspend  
1  
Res pass.*

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

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

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

**SECOND AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE**

**THIS SECOND AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE** (“Second Amendment”) is made and entered into as of July \_\_, 2016 by and between the City of Sheboygan ( “Seller”), and John Michael Kohler Arts Center, Inc., or its assigns (“Buyer”). All initially capitalized terms used in this Second Amendment which are not otherwise defined in this Second Amendment shall have the meanings ascribed thereto as set forth in the Original Agreement.

**W I T N E S S E T H:**

**WHEREAS**, Buyer and Seller entered into that certain WB-13 Vacant Land Offer to Purchase (including the Rider to Vacant Land Offer to Purchase) with an effective date of January 26, 2016, as amended by that certain First Amendment to WB-13 Vacant Land Offer to Purchase dated June 6, 2016 (collectively, the “Original Agreement”), with respect to the purchase and sale of the “Property” referenced therein; and

**WHEREAS**, Buyer and Seller desire to make certain changes to the Original Agreement, all upon the terms and provisions set forth in this Second Amendment (the Original Agreement, as amended by this Second Amendment is referred to as the “Agreement”).

**NOW, THEREFORE**, in consideration of the sum ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller do hereby agree as follows:

1. **Due Diligence Period.** The Due Diligence Period is hereby extended to July 28th, 2016 at 5:00 p.m. central time.

2. **Closing.** Section 13 is amended to provide that Closing shall occur July 29, 2016.

3. **No Other Modification.** Except as modified herein, the Agreement remains unmodified, in full force and effect, and is hereby ratified by the parties hereto. Upon the effectiveness of this Second Amendment, each reference in the Original Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Original Agreement as amended hereby.

4. **Second Amendment Controls.** In the event of any inconsistency between the terms of this Second Amendment and the terms of the Original Agreement, the terms of this Second Amendment shall control.

5. **Miscellaneous.** This Second Amendment may be executed in any number of counterparts, and by separate parties hereon on separate counterparts, and all of such counterparts taken together shall constitute one and the same Second Amendment. This Second Amendment may be executed and delivered by facsimile or electronic mail and facsimile or electronic mail copies hereof shall constitute originals. The section headings set forth in this Second Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

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

**SELLER:**

City of Sheboygan

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

**John Michael Kohler Arts Center, Inc.**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **SECOND AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE**

**THIS SECOND AMENDMENT TO WB-13 VACANT LAND OFFER TO PURCHASE** ("Second Amendment") is made and entered into as of July 20, 2016 by and between the City of Sheboygan ("Seller"), and John Michael Kohler Arts Center, Inc., or its assigns ("Buyer"). All initially capitalized terms used in this Second Amendment which are not otherwise defined in this Second Amendment shall have the meanings ascribed thereto as set forth in the Original Agreement.

### **WITNESSETH:**

**WHEREAS**, Buyer and Seller entered into that certain WB-13 Vacant Land Offer to Purchase (including the Rider to Vacant Land Offer to Purchase) with an effective date of January 26, 2016, as amended by that certain First Amendment to WB-13 Vacant Land Offer to Purchase dated June 6, 2016 (collectively, the "Original Agreement"), with respect to the purchase and sale of the "Property" referenced therein; and

**WHEREAS**, Buyer and Seller desire to make certain changes to the Original Agreement, all upon the terms and provisions set forth in this Second Amendment (the Original Agreement, as amended by this Second Amendment is referred to as the "Agreement").

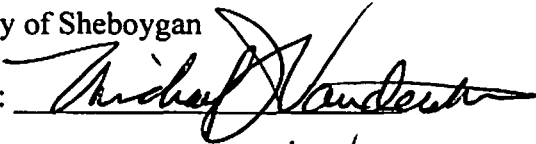
**NOW, THEREFORE**, in consideration of the sum ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller do hereby agree as follows:

1. **Due Diligence Period.** The Due Diligence Period is hereby extended to July 28th, 2016 at 5:00 p.m. central time.
2. **Closing.** Section 13 is amended to provide that Closing shall occur July 29, 2016.
3. **No Other Modification.** Except as modified herein, the Agreement remains unmodified, in full force and effect, and is hereby ratified by the parties hereto. Upon the effectiveness of this Second Amendment, each reference in the Original Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Original Agreement as amended hereby.
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5. **Miscellaneous.** This Second Amendment may be executed in any number of counterparts, and by separate parties hereon on separate counterparts, and all of such counterparts taken together shall constitute one and the same Second Amendment. This Second Amendment may be executed and delivered by facsimile or electronic mail and facsimile or electronic mail copies hereof shall constitute originals. The section headings set forth in this Second Amendment are for convenience of reference only, and do not define, limit or construe the contents of such sections. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

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


**SELLER:**

City of Sheboygan

By: 

Name: MICHAEL J. VANDERSTEEN

Its: MAYOR

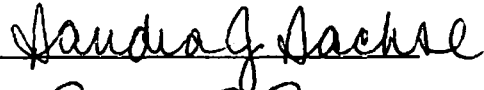
By: 

Name: Susan Richards

Its: City Clerk

**BUYER:**

**John Michael Kohler Arts Center, Inc.**

By: 

Name: Sandra J. Sachse

Its: Board President

# III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Thiel. July 18, 2016.

A RESOLUTION authorizing application for a 2015 Assistance to Firefighter Grant (AFG).

WHEREAS, the City of Sheboygan Fire Department has the opportunity to obtain a Federal Emergency Management Agency grant, in the total amount of \$105,600 from the federal government.

WHEREAS, The AFG Grant program provides funds to support health, wellness and fitness initiatives during the period January 1, 2017 through December 31, 2017.

WHEREAS, in order to obtain the grant in the amount of \$105,600 it is necessary for the Fire Chief to submit an application through the Federal Government before January 15, 2016; and

WHEREAS, the funding received would be \$105,600 from the Federal Government with a local match of \$10,560 (10%) required.

WHEREAS, the 10% match would be met within the current Fire Department Budget.

RESOLVED: That the City of Sheboygan Common Council authorizes the Fire Chief to sign all documents necessary for the grant application and the administration thereof.

BE IT FURTHER RESOLVED: That the City of Sheboygan will meet the obligations of the grant including appropriating a matching allocation for the project and such appropriation shall continue as long as federal matching aids are available, or until this resolution is modified by the council.

*France*

\_\_\_\_\_

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. July 18, 2016.

A RESOLUTION AWARDED THE SALE OF \$2,740,000\* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016C.

WHEREAS, pursuant to a resolution adopted on June 20, 2016 (the "Set Sale Resolution") the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for the public purpose of refunding obligations of the City, to wit: the callable maturities of the General Obligation Refunding Bonds, Series 2006C, dated July 1, 2006 and General Obligation Refunding Bonds, Series 2010C, dated November 9, 2010 (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") to take the steps necessary to sell general obligation refunding bonds designated "General Obligation Refunding Bonds, Series 2016C" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on August 1, 2016;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on August 1, 2016;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

\* Preliminary, subject to change.

*Finance*

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of TWO MILLION SEVEN HUNDRED FORTY THOUSAND DOLLARS (\$2,740,000)\*.

Section 1C. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal (as modified on the Bid Tabulation) is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

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\* Preliminary, subject to change.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2016C"; shall be issued in the aggregate principal amount of \$2,740,000; shall be dated August 25, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and the obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2021 for the payments due in the years 2017 through 2022 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the

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\* Preliminary, subject to change.

issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2016C, dated August 25, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in

other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be

"private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until

the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services

provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations due on and after October 1, 2017 are hereby called for prior payment and redemption on October 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WFPF to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits F and G and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. 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.

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(SEAL)

**I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 1st day of August, 2016.**

Dated August \_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved August \_\_\_\_, 2016. \_\_\_\_\_, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
October 1, \_\_\_\_\_ August 25, 2016 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,740,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on June 20, 2016 and August 1, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in

exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Susan Richards  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

\_\_\_\_\_  
(e.g. Bank, Trust Company  
Nominee Name)  
or Securities Firm)

\_\_\_\_\_  
(Depository or

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL\*

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006C  
DATED JULY 1, 2006

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$350,000	4.00%	8210223U2
10/01/2018	375,000	4.00	8210223V0
10/01/2019	400,000	4.00	8210223W8
10/01/2020	400,000	4.00	8210223X6
10/01/2021	400,000	4.05	8210223Y4
10/01/2022	400,000	4.10	8210223Z1

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2016.

Said Bonds will cease to bear interest on October 1, 2016.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). Notice shall also be provided to MBIA Insurance Corporation, or any successor, the bond insurer of the Bonds.

EXHIBIT G

NOTICE OF FULL CALL\*

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010C  
DATED NOVEMBER 9, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$125,000	2.00%	82102RAG0
10/01/2018	145,000	2.20	82102RAH8
10/01/2019	145,000	2.40	82102RAJ4

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2016.

Said Bonds will cease to bear interest on October 1, 2016.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

# III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderpersons Belanger and Bohren. July 18, 2016.

A RESOLUTION creating a funding mechanism for future City-wide revaluations.

WHEREAS, the Assessor's Office has been eliminated and outsourced; and

WHEREAS, the annual savings directly attributable to the elimination and outsourcing of the Assessor's Office is approximately \$180,000.00; and

WHEREAS, the City of Sheboygan must still plan for and pay for City-wide revaluation when deemed necessary per State Statute; and

WHEREAS, the estimated cost for City-wide revaluation is \$260,000.00 per occurrence.

NOW, THEREFORE, BE IT RESOLVED: That effective immediately \$60,000.00 of the estimated \$180,000.00 in savings will be set aside annually in a designated account for the sole purpose of funding future revaluations. This is to commence with the 2016 budget.

*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. July 18, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for Building Inspection part time salaries and benefits:

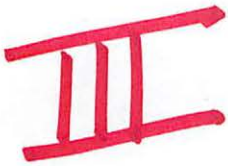
<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Assessor Salaries and benefits 10116100-510xxx	General Fund Building Inspection Salaries and benefits 10123100-510xxx	\$7,126

*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



Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Lessard. July 18, 2016.

A RESOLUTION establishing an updated bond schedule.

WHEREAS, Section 1-13(h) of the Municipal Code provides for the establishment and update of a bond schedule; and

WHEREAS, the current bond schedule is out of date and needs to be updated.

NOW, THEREFORE, BE IT RESOLVED: That the attached bond schedule is hereby adopted pursuant to Section 1-13(h), Sheboygan Municipal Code, replacing all prior bond schedules.

*Law & Lic.*

\_\_\_\_\_

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

## BOND SCHEDULE

### For Use in the Municipal Court

*(For violations that are ongoing, the deposit amount is per day)*

*(Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, & restitution not accounted for in the bond schedule)*

*(Costs are not added for children 14 years of age and under)*

<u>Section Number</u>	<u>Violation</u>	<u>Current deposit &amp; total w/ costs</u>	
1-27 <i>(939.05(1), Stats.)</i>	Party to the Violation	<i>No additional amount</i>	
6-2	Destroying Lawful Posters (50-500)	\$75	\$155.50
6-33	Improperly Distribute Handbills (50-500)	\$75	\$155.50
6-34	Distribute Handbills Where Prohibited (50-500)	\$75	\$155.50
10-2	Open Container		
	Adult (100-500)	\$150	\$250.00
	Under 18 (0-25)	<i>use Underage Possession</i>	
10-3(a) <i>(125.09(2), Stats.)</i>	Possess Alcohol on School Grounds		
	Adult (0-200)	\$100	\$187.00
	Age 17-20—1 <sup>st</sup> offense	\$100	\$187.00
	Age 17-20—2 <sup>nd</sup> offense	\$200	\$313.00
	Age 17-20—3 <sup>rd</sup> & subsequent	<i>use Underage Possession</i>	
	Under 18	<i>use Underage Possession</i>	
10-4	Peddling Alcohol Door to Door (50-500)	\$75	\$155.50
10-5	Licensee Giving Free Meals (50-100)	\$75	\$155.50
10-6	Restaurateur Giving Free Alcohol (50-100)	\$75	\$155.50
10-9	Sell, Give to/Procure for Intoxicated (250-500)	\$350	\$502.00
10-32	Health Regulations Violations (50-500)	\$75	\$155.50
10-44	Music License Restrictions (50-500)	\$75	\$155.50
10-45	Nude or Nearly Nude Dancing (50-500)	\$75	\$155.50
10-64	Violate Closing Hours, Beer Hall Only (50-500)	\$100	\$187.00
10-69	Beverages not Authorized for Sale on Premises (50-500)	\$75	\$155.50
10-109(a)	Sell Without License/Permit (250-1000)	\$350	\$502.00
10-110	No Licensed Bartender On Premises (250-1000)	\$250	\$376.00
10-112	Violate Closing Hours (50-500)	\$100	\$187.00
10-176(a)	Person Sell/Give to Underage		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-176(b)	Permittee/Licensee Sell/Give to Underage		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-176(c)	Permit/Fail to Prevent Underage Consumption		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00
	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-176(d)	Encourage/Contribute to Underage Alc. Violation		
	1 <sup>st</sup> Offense within 30 mths (0-500)	\$100	\$187.00

	2 <sup>nd</sup> Offense within 30 mths (0-500)	\$200	\$313.00
	3 <sup>rd</sup> Offense within 30 mths (0-1000)	\$500	\$691.00
	4 <sup>th</sup> Offense within 30 mths (0-10,000)	\$1000	\$1321.00
10-177(e)(3) (125.07(4)(a)(3), Stats.)	Underage on Premises (Issued to Underage)		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
	4 <sup>th</sup> Offense within a year (750-1000)	\$1000	\$1321.00
10-177(a)	Permittee/Licensee Permitting/Allowing Minor on Premises (0-500)	\$100	\$187.00
10-177(e)(1) (125.07(4)(a), Stats.)	Underage Procure/Attempt to Procure		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
	4 <sup>th</sup> Offense within a year (750-1000)	\$750	\$1006.00
10-177(e)(2)	Underage Possession/Consumption on Premises		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
10-177(e)(3)	Underage on Premises ( <i>see 10-177(d)</i> )		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
10-177(e)(4)	Misrepresent Age to Obtain Alcohol		
	1 <sup>st</sup> Offense within a year (250-500)	\$250	\$376.00
	2 <sup>nd</sup> Offense within a year (300-500)	\$300	\$439.00
	3 <sup>rd</sup> Offense within a year (500-750)	\$500	\$691.00
10-177(g) (125.07(4)(b), Stats.)	Underage Possession/Consumption		
	1 <sup>st</sup> Offense within a year (100-200)	\$100	\$187.00
	2 <sup>nd</sup> Offense within a year (200-300)	\$200	\$313.00
	3 <sup>rd</sup> Offense within a year (300-500)	\$300	\$439.00
	4 <sup>th</sup> Offense within a year (500-1000)	\$500	\$691.00
10-177(m) (125.07(4)(b), Stats.)	Underage Possession/Consumption (under 17)		
	1 <sup>st</sup> Offense within a year (0-50)	\$30	\$98.80
	2 <sup>nd</sup> Offense within a year (0-100)	\$60	\$136.60
	3 <sup>rd</sup> Offense within a year (0-500)	\$100	\$187.00
10-178(c)(1) (125.085(3)(b), Stats.)	Possess False ID (300-1250)	\$300	\$439.00
	18 or over	\$300	\$439.00
10-178(c)(3)(b) (125.085(3)(b), Stats.)	Make, alter, duplicate False ID (300-1250)	\$400	\$565.00
10-178(c)(1) (125.085(3)(b), Stats.)	Provide False Info to Obtain ID (300-1250)		
	18 or over	\$400	\$565.00
10-178(c)(1) (125.085(3)(b), Stats.)	Other False Documentation (300-1250)	\$400	\$565.00
125.33(9), Stats.	Campus/Retailer Fail to Purchase Beer from Wholesaler(50-500)	\$150	\$250.00
125.69(6), Stats.	Tavern Fail to Purchase Liquor from Wholesaler (50-500)	\$150	\$250.00
	All Violations in Chapter 10 Not Listed Above (50-500)	\$100	\$187.00
14-51	Pool Table/Bowling Alley w/o License (1-25)	\$25	\$92.50
14-92	Unsanitary Dancehall (1-25)	\$25	\$92.50

14-93	Improper Conduct in Dancehall (1-25)	\$25	\$92.50
14-94	Minor at Public Dancehall after 10 pm (50-500)	\$25	\$92.50
14-95	Dancehall Closing Regulations (1-25)	\$25	\$92.50
14-121	Operating Dance Hall w/o License (1-25)	\$25	\$92.50
14-226	Operating Theater w/o a License (50-500)	\$100	\$187.00
14-263	Violate Terms of Non-Alcoholic Dance Club License (50-1000)	\$100	\$187.00
14-263(c)	Permit Under 18 at Non-Alcoholic Club After Curfew (50-1000)	\$100	\$187.00
14-263(d)	Violate Closing Hours at Non-Alcoholic Dance Club (50-1000)	\$100	\$187.00
14-263(d)	Fail to Announce Curfew at Non-Alcoholic Dance Club (50-1000)	\$100	\$187.00
14-263(f)	Possess/Consume/Sell Alcohol at Non-Alcoholic Dance Club (50-1000)	\$100	\$187.00
14-286	Operate Dance Club Without License (50-1000)	\$100	\$187.00
14-301	Amusement Device Without License (50-500)	\$50	\$124.00
All Violations in Chapter 14 Not Listed Above (50-500)		\$50	\$124.00
18-1	Violate Animal Statutes in ch. 951, Stats.	\$250	\$376.00
18-4	Animal At Large within 5 years(100-250)		
	1 <sup>st</sup> offense within 5 years (100-250)	\$150	\$250.00
	2 <sup>nd</sup> offense within 5 years (250-1000)	\$300	\$439.00
	3 <sup>rd</sup> offense within 5 years (500-2500)	\$500	\$691.00
18-6	Injure Birds (50-100)	\$100	\$187.00
18-7	Selling Colored Animals (25-100)	\$50	\$124.00
18-8	Keeping Cattle (25-100)	\$50	\$124.00
18-9	Animal Feces (25-100)	\$50	\$124.00
18-10	Pet Sanitation Offensive Odor (25-100)	\$50	\$124.00
18-11	Fail to Obtain Rabies Vaccination (50-100)	\$100	\$187.00
18-12	Pets w/o Harness or Collar (25-100)	\$50	\$124.00
18-14	Keeping of Fowl (25-100)	\$50	\$124.00
18-15(d)	Pet in Park/Beach/Public Ground (25-100)	\$50	\$124.00
18-15(e)	Feces in Park (125)	\$125	\$218.50
18-16	Feeding Seagulls in Commercial District (25-100)	\$50	\$124.00
18-46	Unrestrained Animal (25-100)	\$50	\$124.00
18-47(b)	Harbor/Keep/Maintain/Permit Vicious Dog (25-100)	\$100	\$187.00
18-47(c)	Bringing In a Dog Previously Deemed Vicious (350-1000)	\$400	\$565.00
18-47(d)	Sell/Give Away/Transfer Ownership of Dangerous or Vicious Dog w/o Advising Police (350-1000)	\$400	\$565.00
18-47(e)	Failure to Notify Police of Dangerous/Vicious Dog Escaping (100-500)	\$200	\$313.00
18-47(f)	Dangerous Dog Owner Requirements (100-500)	\$200	\$313.00
18-47(g)	Restraint/Confinement of Dangerous Dogs (100-500)	\$200	\$313.00
18-48	Dog/Cat Trespass to Private Property (25-100)	\$50	\$124.00
18-49	Harbor Animal Without License (25-100)	\$50	\$124.00
18-57	Operating w/o Animal Fancier's Permit (25-100)	\$50	\$124.00

951.02, Stats.	Mistreatment of Animals (50-500)	\$250	\$376.00
951.13, Stats.	Fail to Provide Food/Water to Animal (50-500)	\$250	\$376.00
951.15, Stats.	Neglect/Abandon Animal (50-500)	\$250	\$376.00
All Violations in Chapter 18 Not Listed Above (25-100)		\$50	\$124.00
All Violations in Chapter 22, Aviation Code (1-100)		\$50	\$124.00
26-37	Violation of Building Code (150-750)	\$500	\$691.00
26-40	Demolition of Building w/o Permit (150-750)	\$500	\$691.00
26-42(a)	Use of Building w/o Occupancy Permit (150-750)	\$500	\$691.00
26-42(i)	Violations Remaining After Conditional Occupancy Permit Issued (25)	\$100	\$187.00
26-46	Failure to Register Vacant Buildings (150-750)	\$500	\$691.00
26-93	Using Contractor's License of Another/ Using Forged license/Giving False Evidence to Board of Examiners/Falsely Impersonating Another (150-750)	\$500	\$691.00
26-146	Failure to Have a Contractor's/Carpenter License (150-750)	\$500	\$691.00
26-196 thru 26-360	Electrical Code Violation (50-750)	\$500	\$691.00
26-391	Fence Requirements (150-750)	\$500	\$691.00
26-436 thru 26-584	Heating & Ventilation Code Violation (150-750)	\$500	\$691.00
26-616 thru 26-620	Drainage Violations (150-750)	\$500	\$691.00
26-651 thru 26-872 <sup>†</sup>	Housing Maintenance Standards (150-750) (ex. those listed below)	\$500	\$691.00
26-651(c)	Re-let Dwelling Before Correcting Violations (1000)	\$1000	\$1321.00
26-651(e)	Maintaining/Use/Occupy Commercial Building with Boarded Windows/Doors (150-750)	\$500	\$691.00
26-653	Property Exteriors (150-750)	\$500	\$691.00
26-677(c)	Remove/Deface Placard (1000)	\$1000	\$1321.00
26-786	Rooming Houses (150-750)	\$500	\$691.00
26-906 thru 26-1001	<b>Plumbing Code Violation (150-750)</b>	<b>\$500</b>	<b>\$691.00</b>
26-1002 thru 26-1011	Storm-, Surface-, Ground-, and Clearwater Discharge Violations 1 <sup>st</sup> offense (200-750) 2 <sup>nd</sup> offense (500-1000) 3 <sup>rd</sup> offense (500-1000)	\$250 \$500 \$1000	\$361.00 \$676.00 \$1306.00
26-1026 thru 26-1036	Swimming Pool/Whirlpool/Spa (150-750)	\$500	\$691.00
All Violations in Chapter 26 Not Listed Above (150-750)		\$500	\$691.00
30-31 thru 30-36	Alarm Systems (50-500)	\$100	\$187.00
30-96 thru 30-129	Massage Parlor Regulations (50-200)	\$100	\$187.00
30-161	Sale of Drug Paraphernalia (250-1000)	\$250	\$376.00
30-162	Sale/Gift of Drug Paraphernalia to a Minor (adoption of state statute see bond above)		
34-32 thru 34-63	Cemetery Violations (50-500)	\$100	\$187.00
42-104(b)	Snow Emergency Parking Violation (50)	\$50	\$78.00*

<sup>†</sup> Note: Housing Maintenance Code Violations may not be charged unless the inspector has previously sent a warning letter (See §26-703, S.M.C.). \* Nuisance offenses only! Not necessary

42-107(b)	Violate Non-Parking Emergency Rule (0-100)	\$50	\$109.00
All Violations in Chapter 42 Not Listed Above (50-500)		\$100	\$187.00
50-1(b)	Fail to Follow Orders (100-200)	\$150	\$250.00
50-2	Fail to Assist at Fire (200-500)	\$300	\$439.00
	1st offense (200-500)	\$300	\$439.00
	2nd offense (300-500)	\$400	\$565.00
50-3	False Alarms/Tampering with Alarms		
	1 <sup>st</sup> offense (200-500)	\$300	\$439.00
	2 <sup>nd</sup> offense (300-500)	\$500	\$691.00
50-4	Combustible Waste (100-200)	\$150	\$250.00
50-5	Sparks From Chimney (100-200)	\$150	\$250.00
50-6	Noncombustible Container for Ashes (100-200)	\$150	\$250.00
50-7	Christmas Trees (100-200)	\$150	\$250.00
50-48	Fail to Remedy Hazardous Conditions (100-200)	\$150	\$250.00
50-116 thru 50-122	Violations for Obstructing Exits, Aisles, Passageways (100-200)	\$150	\$250.00
50-182	Open Burning (100-200)	\$150	\$250.00
50-211 thru 50-214	Torches/Metal Cutting Devices (100-200)	\$150	\$250.00
50-241	Oily Rags (100-200)	\$150	\$250.00
50-242	Oily Clothing (100-200)	\$150	\$250.00
50-331 & 332	Violations related to Flammable and Combustible Liquids in Tank Vehicles		
	1 <sup>st</sup> offense (100-200)	\$150	\$250.00
	2 <sup>nd</sup> offense (200-500)	\$350	\$502.00
50-391 & 392	Storage of Flammable/Combustible Liquids		
	1 <sup>st</sup> offense (100-200)	\$150	\$250.00
	2 <sup>nd</sup> offense (200-500)	\$350	\$502.00
50-421 thru 50-428	Smoking Violations (100-200)	\$150	\$250.00
50-429	Negligent Use of Smoking Materials (100-500)	\$300	\$439.00
50-663 thru 669	Smoke Detector Violations (200-500)	\$250	\$376.00
50-698(a)	Fireworks (100-1000)	\$250	\$376.00
50-701	Model Rockets (100-1000)	\$250	\$376.00
All Violations in Chapter 50 Not Listed Above (100-200)		\$100	\$187.00
All Violations in Chapter 58, Libraries (25-500)		\$25	\$92.50
66-3	Permit Public Nuisance (150-750)	\$500	\$691.00
66-8	Leaving Unwholesome Matter (150-750)	\$500	\$691.00
66-9	Emitting Smoke/Noxious Fumes		
	1st offense (10-50)	\$30	\$98.80
	2nd offense (25-100)	\$50	\$124.00
	3rd offense (50-150)	\$100	\$187.00
66-41	Violate Statutes/Regulations re: Weeds (150-750)	\$500	\$691.00
66-71	Noise Violation		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-73	Unnecessary Use of Horn		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-74	<b>Loud Music</b>		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-75	<b>Barking Dog/Loud Animal</b>		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-76	<b>Loud Vehicle</b>		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-77	<b>Improper Muffler</b>		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-78	<b>Advertising/Drawing Attention via Noise</b>		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
66-79	<b>Creating Noise Near Certain Quiet Areas</b>		
	1 <sup>st</sup> offense (10-50)	\$50	\$124.00
	2 <sup>nd</sup> offense within 1 year (25-100)	\$100	\$187.00
	3 <sup>rd</sup> offense within 1 year (50-150)	\$150	\$250.00
70-1	All state forfeitures & misdemeanors (50-500)	\$100	\$187.00 <sup>^</sup>
	State Bond Book Violations Not Otherwise Listed Herein	<i>see state bond book</i>	
70-2	Removal of Ice from Rivers/Lakes (50-500)	\$100	\$187.00
70-3(b)	Snag/Foul Fish from Boardwalk (50-500)	\$100	\$187.00
70-3(c)	Scale/Gut/Clean Fish on Boardwalk (25-100)	\$50	\$187.00
70-3(d)	Skateboarding, Roller Blading, Roller Skating on Boardwalk (25-100)	\$50	\$187.00
70-3(e)	Bikes/Motorized Vehicles on Boardwalk (25-100)	\$50	\$187.00
70-4	Defrauding Public Transportation (50-500)	\$50	\$187.00
70-6	Smoke in Public Building/Area (100-250)	\$200	\$313.00
	Smoking in Public Building (Person in Charge)		
	1st offense (warning)		
	2nd offense (100-250)	\$150	\$250.00
70-7	Possess Marijuana (250-1000)	\$250	\$376.00
70-8	Possess Controlled Substances (250-1000)	\$250	\$376.00
70-9	Sell/Distribute Isobutyl Nitrite (100-200)	\$150	\$250.00
70-42	Gambling (75-500)	\$250	\$376.00
70-43	Permit Commercial Gambling (100-750)	\$500	\$691.00
70-76(a)	Curfew (10-25)	\$25	\$92.50

<sup>^</sup> Excludes all state misdemeanors & forfeitures listed herein as well as any other state misdemeanors & forfeitures listed in the Revised Uniform State Traffic Deposit Schedule and Alcohol Beverages, harassment, Safety, Tobacco, UW Rule, Drug Paraphernalia and Rental Unit Energy Efficiency Violations Deposit Schedule and Trespass to Land Deposit Schedule. Includes all violations listed in the Uniform Misdemeanor Bail Schedule, but only when the violation is issued as a city ordinance violation under 70-1, and not when written as a state misdemeanor citation.

70-77	Parent Permit Curfew Violation (50-200)	\$100	\$187.00
70-79(2)	Truancy		
	1 <sup>st</sup> offense in year (0-50)	\$50	\$124.00
	2 <sup>nd</sup> offense in year (0-100)	\$100	\$187.00
	3 subsequent violations (0-500)	\$200	\$313.00
70-79(3)	Habitual Truancy (0-500)	\$250	\$376.00
70-80(b)	Contribute to Truancy (75-500)	\$250	\$376.00
70-81	Unlawful Sheltering of Minors (25-200)	\$150	\$250.00
70-82(b)	Underage Tobacco (0-50)	\$50	\$124.00
70-83(b)(1)	Retail Sale of Tobacco to Underage		
	1 <sup>st</sup> offense (0-500)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-500)	\$300	\$439.00
70-83(b)(2)	Gift of Tobacco Where Underage Present (0-25)	\$25	\$92.50
70-83(b)(3)	No Signs on Retail Premises Prohibiting Sale of Tobacco to Underage Person (0-25)	\$25	\$92.50
70-83(b)(4) and (5)	Tobacco Vending Machine Violation		
	1 <sup>st</sup> offense (0-500)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-500)	\$300	\$439.00
70-83(b)(7)	Sale Without Tobacco Stamp		
	1 <sup>st</sup> offense (0-500)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-500)	\$300	\$439.00
70-84(b)	Use of Tobacco on School Grounds		
	1 <sup>st</sup> offense (100-200)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (200-1000)	\$200	\$298.00
70-85(a)	Minor Trespass on Railroad Car (0-25)	\$25	\$77.50
70-116	Public Indecency (100-500)	\$250	\$361.00
70-151	Disorderly Conduct		
	1 <sup>st</sup> Offense (75-500)	\$150	\$235.00
	1 <sup>st</sup> Offense Aggravated (75-500)	\$250	\$361.00
	<i>***if domestic violence, add \$75 Domestic Abuse Assessment to the total Deposit</i>		
70-152(a)	Misconduct on Public Grounds (25-100)	\$50	\$124.00
70-152(b)	Loiter on School Grounds (Adult) (25-100)	\$100	\$187.00
70-152(c)	Loiter on School Grounds (Juvenile) (25-100)	\$100	\$187.00
70-153	Annoying Sprinkling (50-500)	\$100	\$187.00
70-181(a)	Unlawful Damage to Property (25-250)	\$100	\$187.00
	Special circumstances in (c) (0-500)	\$250	\$376.00
70-181(b)	Graffiti (25-250)	\$100	\$187.00
	Special circumstances in (c) (0-500)	\$250	\$376.00
70-182	Paint Public Property w/o Permit (25-100)	\$100	\$187.00
70-183	Trespass (75-500)	\$150	\$250.00
70-184(a)	Vehicle Enter Lakefront Property between High & Wilson Avenue (50-250)	\$100	\$187.00
70-184(b)	Vehicle Enter Bus Transfer Station (50-250)	\$100	\$187.00
70-201	Remove Sand/Gravel from Lake Michigan Shore (25-100)	\$50	\$124.00
70-202	Retail Theft		
	1 <sup>st</sup> offense		
	Value of Items <\$10	\$50	\$124.00
	Value of Items \$10-\$25	\$100	\$187.00
	Value of Items \$25-\$50	\$200	\$313.00

	Value of Items >\$50	\$300	\$439.00
	2 <sup>nd</sup> offense within 5 years		
	Value of Items <\$10	\$150	\$250.00
	Value of Items \$10-\$25	\$200	\$313.00
	Value of Items \$25-\$50	\$300	\$439.00
	Value of Items >\$50	\$400	\$565.00
70-217	Misuse of 911		
	1 <sup>st</sup> offense (75-500)	\$150	\$250.00
	2 <sup>nd</sup> offense within 5 years (150-750)	\$250	\$376.00
	3 <sup>rd</sup> offense within 5 years (250-1000)	\$500	\$691.00
	4 <sup>th</sup> offense within 5 years (500-2500)	\$1000	\$1321.00
70-218(b)(1)	Seize/Exercise Control of Bus (50-500)	\$500	\$691.00
70-218(b)(2)	Intimidate/Threaten Bus Co. Employee (50-500)	\$200	\$313.00
70-218(b)(3)	Dangerous Weapon on Bus (50-500)	\$200	\$313.00
70-218(b)(4)	Discharge Weapon/Missile at/on Bus (50-500)	\$200	\$313.00
70-218(c)(1)	Disorderly Conduct on a Bus (50-500)	\$100	\$187.00
70-218(c)(2)	Consume Alcohol on Bus (50-500)	\$100	\$187.00
70-218(c)(3)	Fail to Obey Bus Driver (50-500)	\$100	\$187.00
70-218(d)(1)	Smoke on Bus (50-500)	\$300	\$439.00
70-218(d)(2)	Eat/Drink on Bus (50-500)	\$100	\$187.00
70-218(d)(3)	Spit on Bus (50-500)	\$100	\$187.00
70-218(d)(4)	Litter on Bus (50-500)	\$100	\$187.00
70-218(d)(5)	Play Music on Bus (50-500)	\$100	\$187.00
70-218(d)(6)	Carry Dangerous Items on Bus (50-500)	\$100	\$187.00
70-218(d)(6)	Animal on Bus (50-500)	\$100	\$187.00
70-218(d)(7)	Refuse to Pay Bus Fare (50-500)	\$100	\$187.00
70-219	Abandoned Refrigerator/Freezer (50-250)	\$150	\$250.00
70-220	Wade/Swim in Water Feature (25-100)	\$50	\$124.00
70-252	Carry Dangerous Weapon (75-500)	\$150	\$250.00
70-253	Carry Specific Weapons w/o Permit (75-500)	\$150	\$250.00
70-256	Discharge Weapon w/o Permit (75-500)	\$150	\$250.00
70-257	Discharge Projectile (75-500)	\$150	\$250.00
70-258	Sell/Possess Switchblade (75-500)	\$150	\$250.00
70-263(a)	Sex Offender Violation (1-500)	\$200	\$313.00
167.32, Stats.	Body Passing (50)	\$50	\$124.00
167.32, Stats.	Bring Alcohol into Sports Facility (50)	\$50	\$124.00
941.2965, Stats.	Carry/Display Facsimile Firearm (50-500)	\$100	\$187.00
943.21, Stats.	Defraud Restaurant (50-500)	\$100	\$187.00
943.21(1m)(d), Stats.	Defraud Gas Station (0-200)	\$175	\$281.50
943.46, Stats.	Theft of Cable (50-500)	\$150	\$250.00
943.55, Stats.	Removal of Shopping Cart (0-500)	\$50	\$124.00
946.41, Stats.	Obstructing/Resisting (50-500)	\$150	\$250.00
947.012, Stats.	Annoying Phone Calls/Unlawful Use of Telephone (50-500)		
	1 <sup>st</sup> offense	\$100	\$187.00
	2 <sup>nd</sup> offense	\$200	\$313.00
	3 <sup>rd</sup> offense	\$500	\$691.00
947.013(1m), Stats.	Intentionally Harass/Intimidate (50-500)	\$200	\$313.00
74-41	In Park After Hours (25-100)	\$100	\$187.00
74-43	Violate 15mph Speed Limit in Park (25-100)	\$50	\$124.00
74-44	Operate Vehicle Off Roadway in Park (25-100)	\$100	\$187.00
74-45	Vehicles Prohibited in Jaycee Park (25-100)	\$50	\$124.00

74-46	Kill, Maim, Remove Animal in Park (25-100)	\$50	\$124.00
74-48	Mischief in Park (25-100)	\$50	\$124.00
74-49	Loiter Near Park Toilets (25-100)	\$50	\$124.00
74-50	Swim Where Prohibited (25-100)	\$50	\$124.00
74-51	Swim in Quarry When No Lifeguards (25-100)	\$100	\$187.00
74-52	Disorderly Conduct in Park (25-100)	\$150	\$250.00
74-53	Affix Poster/Notice in Park (25-100)	\$50	\$124.00
74-54	Sale in Park w/o Permission of DPW (25-100)	\$50	\$124.00
74-55	Carry Bottled Beverage Into Wildwood (25-100)	\$50	\$124.00
74-56	Alcohol in Park/Beach (25-100)	\$50	\$124.00
74-56(c)	Alcohol in Park After Hours (25-100)	\$150	\$250.00
74-57	Glass Container in Park (25-100)	\$50	\$124.00
74-58	Archery in Park (25-100)	\$50	\$124.00
74-59	Golf in Park (25-100)	\$50	\$124.00
74-60	Boats on Beaches (25-100)	\$50	\$124.00
74-61	Boats at Quarry (25-100)	\$50	\$124.00
74-62	Unauthorized Picnic Party (25-100)	\$50	\$124.00
74-63	Illegal Fire in Park (25-100)	\$50	\$124.00
74-64	Camping in Park (25-100)	\$50	\$124.00
74-65	Dig Beach Pits on Independence Day (25-100)	\$50	\$124.00
74-66	Park Trespass (25-100)	\$50	\$124.00
All Violations in Chapter 74 Not Listed Above (25-100)		\$50	\$124.00
78-29(a)	Prohibited Practice by Transient Merchant (10-1000)	\$250	\$376.00
78-29	Transient Merchant Violations (10-1000)	\$250	\$376.00
78-56	Transient Merchant Sale in City without permit (10-1000)	\$250	\$376.00
78-101	Mobile Food Vendors Violations (\$100-\$1,000)	\$250	\$376.00
90-2	Train Blocking Intersection		
	1 <sup>st</sup> offense (25-250)	\$50	\$124.00
	2 <sup>nd</sup> offense (50-500)	\$100	\$187.00
90-3	Failure to Maintain Gates/Signals/Bells (25-50)	\$50	\$124.00
90-4	Sidetrack & Spur Regulations (50-500)	\$150	\$250.00
94-33	Improper Use of Building for Commercial Salvage/Recycling (50-100)	\$100	\$187.00
94-34	Improper Enclosure for Salvage/Recycling Yard (50-100)	\$100	\$187.00
94-35	Salvage/Recycling Dealer Fail to Provide Information to the Police (50-100)	\$100	\$187.00
94-56	Engage in Commercial Salvage/Recycling without License (50-100)	\$100	\$187.00
94-64	Display of Salvage/Recycling License (50-100)	\$100	\$187.00
94-65	Change Location Without City Endorsement (Salvage/Recycle Business) (50-100)	\$100	\$187.00
94-103	Violate Pawnbroker/Secondhand Dealer Requirements		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
94-126	Pawnbroker Without License		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00

94-127	Display of Pawnbroker License		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
94-132	Failure of Pawnbroker to Provide Receipt		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-133	Pawnbroker Failure to Label		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(a)	Underage Pawn or Sale to Underage of 18		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(b)	Receiving Goods From Intoxicated Person		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(c)	Receiving Goods From Someone w/o ID		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(d)	Receiving Property with Serial Number Removed		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(e)	Giving Property to Pawnbroker That Person Does Not Own		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-134(f)	Giving Pawnbroker False Name or ID		
	1st offense (50-1000)	\$100	\$187.00
	2nd offense (500-2000)	\$600	\$817.00
94-128	Secondhand Jewelry Dealer Without License		
	1 <sup>st</sup> offense (50-1000)	\$100	\$187.00
	2 <sup>nd</sup> offense (500-2000)	\$600	\$817.00
98-3	Illegal Sign (50-500)	\$100	\$187.00
98-36	Erect Sign Without Permit (50-500)	\$100	\$187.00
98-38	Sign Extending into Right-of-Way (10-100)	\$50	\$124.00
98-66	Erect Awning/Canopy/Marquee Extending Into Right-of-Way Without Permit (10-100)	\$100	\$187.00
98-67	Violate Construction Standards for		
98-68	Awnings/Canopies/Marquees (10-100)	\$100	\$187.00
98-68(b)	Failure to Remove Awning/Canopy/Marquee Extending Into Right-of-Way Upon Request (10-100)	\$100	\$187.00
102-3	Unlawful Burial/Burying of Waste		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-3	Permit Waste to Remain in Open		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-4	Nuisance Composting		

	1st offense (50-250)	\$100	\$187.00
	2nd offense in one year (100-500)	\$200	\$313.00
	3rd offense in one year (250-2000)	\$500	\$691.00
102-5	Littering		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-6(a)	Fail to Control Litter on Commercial Property		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-6(b)	Failure of Commercial Property to Provide Trash Receptacles		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-7	Littering by Customer of Commercial Property		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-8	Non-Compliance by Commercial Hauler		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
102-9	Commercial Hauler Violate Record Keeping Requirements		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
102-10	Illegal Dumping		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-11	Scavenging		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-43	Improper Garbage Storage Container		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$100	\$187.00
	4th offense in one year (100-500)	\$300	\$439.00
	Subsequent offenses (elimination of collection services)		
102-44	Improper Curbside Containers		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$150	\$250.00
	4th offense in one year (100-500)	\$300	\$439.00
	Subsequent offenses (elimination of collection services)		
102-45	Improper Preparation of Curbside Refuse		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$150	\$250.00
	4th offense in one year (100-500)	\$300	\$439.00
	Subsequent offenses (elimination of collection services)		

102-46	Premature Placement of Refuse/Recyclables at Curbside		
	1 <sup>st</sup> offense (warning)		
	2 <sup>nd</sup> offense in one year (written warning/clear bags)		
	3 <sup>rd</sup> offense in one year (50-250)	\$150	\$250.00
	4 <sup>th</sup> offense in one year (100-500)	\$200	\$313.00
	Subsequent offenses (elimination of collection services)		
102-47	Placement of Commercial Refuse for Residential Pickup		
	1 <sup>st</sup> offense (written warning)		
	2 <sup>nd</sup> offense in one year (elimination of collection services)		
102-47	Mixing Commercial/Residential Refuse & Recyclables		
	1 <sup>st</sup> offense (written warning)		
	2 <sup>nd</sup> offense in one year (elimination of collection services)		
102-51	Violation of Commercial Refuse/Recyclable Storage Requirements		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-52	Improper Incinerator		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-53	Improper Disposal of Commercial/Industrial Refuse		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-81	Mixing Recyclables & Non-Recyclables		
	1 <sup>st</sup> offense	<i>warning only</i>	
	2 <sup>nd</sup> offense	<i>requirement violator use clear bags only</i>	
	3 <sup>rd</sup> offense (50-250)	\$100	\$187.00
	4 <sup>th</sup> offense (100-500)	\$200	\$313.00
102-82(a)	Failure of Landlords to Inform Tenants of Requirements		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-82(b)	Violation of Requirements by Landlords (5 or more dwellings per unit)		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
102-82(c)	Violation of Requirements by Owners of Non-Residential Property		
	1 <sup>st</sup> offense (50-250)	\$100	\$187.00
	2 <sup>nd</sup> offense in one year (100-500)	\$200	\$313.00
	3 <sup>rd</sup> offense in one year (250-2000)	\$500	\$691.00
110-3	Damaging Sidewalks/Streets (25-250)	\$100	\$187.00
110-5	Depositing Debris/Refuse/Snow (25-250)	\$100	\$187.00
110-38	Violation of Construction Procedures for New Streets (50-500)	\$100	\$187.00
110-40	Hindrance of Construction/Repair (10-100)	\$50	\$124.00
110-41	Removing Barriers/Lights (50-500)	\$200	\$313.00
110-71	Altering Grade of Street (10-100)	\$50	\$124.00
110-73	Altering Grade ((25-250)	\$100	\$187.00
110-74	Removal of Grading Material (25-250)	\$100	\$187.00

110-101	Encroach on Public Street w/o Permit (10-100)	\$50	\$124.00
110-102	Failure to Obtain Permit for Temporary Obstructions of Streets (10-100)	\$50	\$124.00
110-106	Failure to Remove Materials When Street Closing Permit Expires (25-250)	\$100	\$187.00
110-107	Temporary Sidewalk Fencing Violation (10-100)	\$50	\$124.00
110-108	Obstructing Gutters (10-100)	\$50	\$124.00
110-109	Lights Required during Obstructions (25-250)	\$100	\$187.00
110-110	No Reflectors on Dumpsters (10-100)	\$50	\$124.00
110-111	Building/Fence in Right of Way (10-100)	\$50	\$124.00
110-171	Obstructing Sidewalk (10-100)	\$50	\$124.00
110-172	Advertising Fixtures in Sidewalk (10-100)	\$50	\$124.00
110-242	Excavating in Right-of-Way w/o Permit (25-250)	\$100	\$187.00
110-247	Failure to/Improperly Restore Service (25-250)	\$100	\$187.00
110-249	Deposit of Material in Street (10-100)	\$50	\$124.00
110-250	Contractor Improper Barricades (25-250)	\$100	\$187.00
110-251	Failure to Regrade/Repair After Utility Repairs (25-250)	\$100	\$187.00
110-252	Failure to Restore Right-of-Way Appurtenances (25-250)	\$100	\$187.00
110-277	Water from Eaves on Sidewalk/Street (50-500)	\$100	\$187.00
110-278	Fail to Remove Snow from Sidewalks (25-250)	\$100	\$187.00
110-311 thru 316	Block Party Regulation Violations (10-100)	\$50	\$124.00
110-346 thru 359	House Numbering Violations (50-200)	\$100	\$187.00
110-502	Operating Sidewalk Café w/o Permit (100-500)	\$200	\$313.00
All Violations in Chapter 110 Not Listed Above (50-500)		\$100	\$187.00
114-46	Failure to Pay Room Tax (15%-25% of tax) <i>use 15% of tax as forfeiture and calculate costs</i>		
All Other Violations of Chapter 114 Relating to Lodging (100-500)		\$150	\$250.00
All Traffic Violations with Corresponding State Statute Violations <i>see State Uniform Traffic Deposit Schedule</i>			
118-5	Operate in Undesignated Area (50-500)	\$100	\$187.00
118-6	Tire Squealing (30-50)	\$50	\$124.00
118-7(a) (346.94(1), Stats.)	Drive on Sidewalk (30-50)	\$40	\$111.40
118-8	Violate Posted Load Limits (25-100)	\$50	\$124.00
118-9	Fail to Reduce Speed in Standing Water 1 <sup>st</sup> offense (40-300)	\$100	\$187.00
	2 <sup>nd</sup> offense within 1 yr (80-600)	\$200	\$313.00
	In construction zone (80-600)	\$200	\$313.00
	2 <sup>nd</sup> offense in a const. Zone (160-1200)	\$400	\$565.00
118-128	Interfere With Parking Monitor 1 <sup>st</sup> offense (50-500)	\$100	\$187.00
118-132	Conversion of Vehicle to Office/Mercantile/Residential/Storage Purpose (50-500)	\$100	\$187.00
118-165	Deposit Slug in Meter (50-500)	\$100	\$187.00
118-166	Damage/Tamper with Meter (50-500)	\$100	\$187.00
118-193(a)	False Representation as Resident for Purpose of Obtaining Residential Parking Permit (50-500)	\$200	\$313.00

119-193(c)	Copy/Reproduce/Sell Residential Parking Permit (50-500)	\$200	\$313.00
118-276(a)	Abandoned Vehicle (25-250)	\$200	\$313.00
118-319	Truck Route Violation 1 <sup>st</sup> offense (50-100)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (100-200)	\$150	\$250.00
118-321	Improper Deviation from Truck Route 1 <sup>st</sup> offense (50-100)	\$100	\$187.00
	2 <sup>nd</sup> offense within year (100-200)	\$150	\$250.00
118-356	Operate Snowmobile Between 10 p.m. and 7 a.m. (20)	\$20	\$86.20
118-357	Unattended Snowmobile (10)	\$10	\$73.60
118-358	Operate Snowmobile on Sidewalk (20)	\$20	\$86.20
118-359	Operate Snowmobile on Sheboygan River (20)	\$20	\$86.20
118-360	Operate Snowmobile in Park (20)	\$20	\$86.20
118-361	Operating Snowmobile on Private Property(20)	\$20	\$86.20
118-362	Operate Snowmobile on Public School Grounds	\$20	\$86.20
	All Other Snowmobile Violations		<i>see State Bond Book</i>
118-421	Bicycle on North or South Pier (50-500)	\$100	\$187.00
118-423	Drive/Bike from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3 <sup>rd</sup> Street While Closed for Independence Day, Lake Fest, and Coho Derby (50-500)	\$100	\$187.00
118-513	Parade Leader Encourage Disobedience of Police Orders (50-500)	\$100	\$187.00
118-536	Participate/Lead Parade Without Permit (50-500)	\$100	\$187.00
	All Violations in Chapter 118 Not Listed Above (50-500)	\$100	\$187.00
122-3	Erection of Poles (25-50)	\$50	\$124.00
122-4	Plans for Conduits (25-50)	\$50	\$124.00
122-6	Connecting Sewer/Water w/o Permit (50-500)	\$100	\$187.00
122-9	Connection to Sewer System Beyond City Limits (50-500)	\$100	\$187.00
122-12	Excavating Around Sewer w/o Permit (50-500)	\$100	\$187.00
122-13	Connecting Rainwater Drains to Sanitary Sewer (50-500)	\$100	\$187.00
122-95	Tampering with Fire Hydrant (50-500)	\$100	\$187.00
122-96	Water Conservation Violations (5-100)	\$100	\$187.00
122-97	Service to Unincorporated Areas (5-100)	\$100	\$187.00
122-161	Operate a Natural/Mixed Gas Franchise Without Proper Application (25-50)	\$50	\$124.00
122-257	Unlawful Connection to Building Sewer (10-100)	\$50	\$124.00
122-339	Waterless Toilets Prohibited (50-500)	\$100	\$187.00
122-472	Industrial Dilution in (50-500) Lieu of Treatment	\$100	\$187.00
122-483	Providing False Information Relating to Industrial Wastewater (50-500)	\$100	\$187.00
122-511	Significant User (50-500) Discharging w/o Permit	\$100	\$187.00
122-602	Discharge Other Than Storm Water Into City Storm Sewer (50-1000)	\$500	\$691.00

122-604	Illegal Connection to Storm Drainage System (50-1000)	\$500	\$691.00
All Violations in Chapter 122 (Utilities) Not Listed Above (50-500)			
126-31	Injury to Tree or Shrub (25-200)	\$50	\$124.00
126-64	Interference with City Forester (25-200)	\$50	\$124.00
126-96	Work on Public Tree w/o Permit (25-200)	\$50	\$124.00
126-126	Tree Planting Regulations (25-200)	\$50	\$124.00
126-127	Tree Trimming Regulations (25-200)	\$50	\$124.00
126-128	Permit Tree to Obstruct View at Intersection (25-200)	\$50	\$124.00
126-156	Fail to Obtain Commercial Operator's License (25-200)	\$50	\$124.00
All Violations in Chapter 126 (Vegetation) Not Listed Above (25-200)			
130-56	Operate Vehicle for Hire Business w/o License (50-500)	\$100	\$187.00
130-59(a)	Operate Vehicle for Hire w/o License (50-500)	\$100	\$187.00
130-59(b)(2)	Drive Un-inspected Taxi (50-500)	\$100	\$187.00
130-59(b)(3)	Fail to Maintain/Make Available Inspection Records (50-500)	\$100	\$187.00
130-61	Operate Taxi w/o License (50-500)	\$100	\$187.00
134-5	Refuse & Obstructions in Waterway (50-500)	\$250	\$376.00
134-6	Blocking Street/Alley Fronting Harbor (50-500)	\$250	\$376.00
134-78	Violate Order/Direction of Harbormaster (50-500)	\$250	\$376.00
134-106	Boat ID Number Violation (50-500)	\$250	\$376.00
134-108	Negligent Operation of Boat (50-500)	\$250	\$376.00
134-109	Boat Violate Speed Limit (50-500)	\$250	\$376.00
134-110	Negligent Operation of Boat (50-500)	\$250	\$376.00
134-111	Improper Anchoring (50-500)	\$250	\$376.00
134-112	Improper Passing through Bridges (50-500)	\$250	\$376.00
134-113	Damage Pier/Dock/Installation (0-300)	\$100	\$187.00
134-114	Duty to Render Aid (0-300)	\$100	\$187.00
134-141 thru 146	Boat Equipment Violations (50-500)	\$250	\$376.00
134-176 thru 181	Violate Boat Launch Regulations Within 5 days (0-25)	\$25	\$92.50
	After 5 days (50-100)	\$50	\$124.00
All Violations in Chapter 134 Not Listed Above (50-500)			
All Violations of Sheboygan Floodplain Zoning Ordinance (50-250)			
All Violations of Shoreland-Wetland Zoning Ordinance (25-200)			
All Violations of Sheboygan Subdivision Code (100-1000)			
All Violations of Construction Site Erosion Control Ordinance (50-1000)			
All Violations of Post-Construction Stormwater Management Zoning Ordinance (50-1000)			
All Zoning Code Violations (10-200)			
All Violations Not Listed Above (50-500)			

### ***Parking Violations***

<b><u>Section Number</u></b> <b><u>w/ costs</u></b>	<b><u>Violation</u></b>	<b><u>Parking Fine</u></b>	<b><u>Deposit</u></b>
42-104(b)	Snow Emergency Parking Violation (50)	\$50	\$88.00*
42-107(b)	Violate Non-Parking Emergency Rule (0-100)	\$50	\$124.00
118-7(b)	Parked Encumbering Free Passage (0-25)	\$25	\$63.00*
118-127	24 Hour Parking Violation (25)	\$25	\$63.00*
118-129	Improper Parking in Alley (25)	\$25	\$63.00*
118-131	Parking Between Curb & Sidewalk (25)	\$25	\$63.00*
346.53(6), Stats.	Parked Where Prohibited by Sign (25)	\$25	\$63.00*
(Penalty: 118-135(b))			
346.53(6), Stats.	Parked Beyond Time Limitations of Sign		
(Penalty: 118-135(b), 118-191)	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> offenses in one year (10)	\$10	\$48.00*
	4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> offenses in one year (15)	\$15	\$53.00*
	7 <sup>th</sup> offense or more in one year (20)	\$20	\$58.00*
346.505, Stats.	Handicapped Parking Violation (20-200)	\$100	\$138.00*
(Penalty: 118-135(c))			
118-136	Large Vehicle Parking Violation (25)	\$25	\$63.00*
118-137	Overnight Parking of Trailers Prohibited (25)	\$25	\$63.00
118-164	Not Parked in Marked Space (25)	\$25	\$63.00*
118-167	Overtime at Meter		
	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> offenses in one year (10)	\$10	\$48.00*
	4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> offenses in one year (15)	\$15	\$53.00*
	7 <sup>th</sup> offense or more in one year (20)	\$20	\$58.00*
118-242	Winter Season Parking Violation	\$25	\$63.00*
All Bicycle/Skateboard/In-Line Skate Violations (including those listed below)	if issued on Bicycle Tickets		
	(Note: must be re-issued if defendant wants court)	\$25	\$63.00
All Bicycle/Skateboard/In-Line Skate Violations not listed below, if not issued	on Bicycle Tickets	\$25	\$92.50
118-448(a)	Drive Bike w/o Proper Lights/Reflectors (25)	\$25	\$92.50
118-448(b)	Defective Bicycle Brakes (25)	\$25	\$92.50
118-448(c)	Drive Bike Without Proper Bell/Horn (25)	\$25	\$92.50
118-448(d)	Violate Bike Equipment Safety Rules (25)	\$25	\$92.50
118-449(1)	Failure to Keep Right (25)	\$25	\$92.50
118-449(2)	Too Many People on Bike/ Improper Towing (25)	\$25	\$92.50
118-449(3)	Drive Bike While Attached to Moving Vehicle (25)	\$25	\$92.50

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

\* Certain costs are not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

118-449(4)	Fail to Ride Single File (25)	\$25	\$92.50
118-449(5)	Improper Riding (25)	\$25	\$92.50
118-449(6)	Bicycle Racing With Motor Vehicle(25)	\$25	\$92.50
118-449(7)	Stunt Riding—Bicycle (25)	\$25	\$92.50
118-449(7)	Riding No-Handed (25)	\$25	\$92.50
118-449(8)	Bicycle on Sidewalk in Business District (25)	\$25	\$92.50
118-449(9)	Drive Mechanically Unsafe Bike (25)	\$25	\$92.50
118-449(10)	Adopting Wis. Stat. Chap. 346 as to Bicycles		
118-471	Operate Unregistered Bicycle (25)	\$25	\$92.50
118-474	Deface/Remove/Destroy Bike License (25)	\$25	\$92.50
118-477	Parent Permit Operation of Unlicensed Bike (25)	\$25	\$92.50
118-479(a)(1)	Skateboard in Downtown District (25)	\$25	\$92.50
118-479(a)(2)	Skateboard in City Park (25)	\$25	\$92.50
118-479(a)(3)	Skateboard in Public Parking Lot (25)	\$25	\$92.50
118-479(a)(4)	Skateboard in Commercial/Industrial Zone (25)	\$25	\$92.50
118-479(a)(5)	Skateboard on Boardwalk (25)	\$25	\$92.50
118-479(a)(6)	Skateboard on North or South Pier (25)	\$25	\$92.50
118-479(b)(1)	Roller Skate/Blade in Downtown District (25)	\$25	\$92.50
118-479(b)(3)	Roller Skate/Blade in Public Parking Lot (25)	\$25	\$92.50
118-479(b)(4)	Skate/Blade in Commercial/Industrial Zone (25)	\$25	\$92.50
118-479(b)(5)	Roller Skate/Blade on Boardwalk (25)	\$25	\$92.50
118-479(b)(6)	Roller Skate/Blade on North or South Pier (25)	\$25	\$92.50
118-480	Roller Skate/Blade or Skateboard from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3 <sup>rd</sup> Street While Closed for Independence Day, Lake Fest, and Coho Derby (25)	\$25	\$92.50
All Other Bicycle Violations not issued on bicycle tickets		<i>see State Bond Book</i>	
<i>(Note: All rules of the road in Chapter 346, Stats., apply to bicycles)</i>			
All Other Skateboard/Roller Skate/In-line Skate/Roller Blade Violations not issued on Bicycle Tickets (25-100)		\$25	\$92.50

**III**

Res. No.            - 16 - 17. By Alderperson Belanger. July 18, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a 2017 Freightliner M2 Cab and Chassis to replace the current 2004 model sign maintenance truck chassis for the Department of Public Works Motor Vehicle Division.

WHEREAS: The Department of Public Works has included a replacement street sign maintenance vehicle in its 2016 Capital Budget. This specialized vehicle is ordered in two phases with the first being the cab and chassis and the second being the body upfit and;

WHEREAS: The Cab and Chassis is a long lead time item and needs to be ordered at this time in order to insure delivery to the up-fitter later this year. The up-fit portion of the truck will seek Common Council approval through a separate resolution and;

WHEREAS: The Department of Public Works is conscientiously committed to fleet standardization of trucks having a gross vehicle weight rating of 20,000# or higher and has chosen Freightliner trucks as its brand of choice.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Truck Country of WI of Oak Creek for the purchase of a 2017 Freightliner M2 Cab and Chassis in the amount of \$110,982 as per quote # 1905-16.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account # 70136100-641500 in payment of same.

*Pub Wks.*

\_\_\_\_\_

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

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

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase of a Cab and Chassis for a replacement street sign maintenance vehicle.

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: July 13, 2016

MEETING DATE: July 26, 2016

FISCAL SUMMARY:

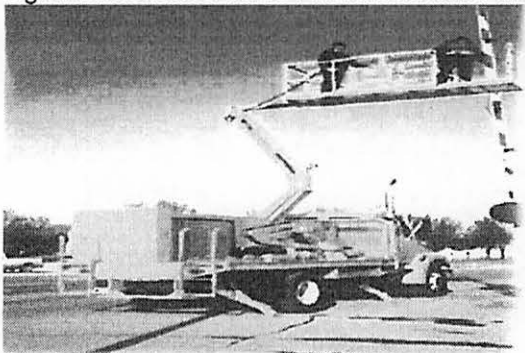
Budget Line Item: 70136100-641500
Budget Summary: Motor Vehicle Fund
Budgeted Expenditure: \$ 200,000.00
Budgeted Revenue N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This resolution authorizes the department to purchase a 2017 Freightliner M2 Cab and Chassis from Truck Country of Oak Creek WI. This will be mated with a sign maintenance body and ultimately replace a 2004 model sign maintenance truck. Authorization for the body will be sought in the near future.



STAFF COMMENTS: This is the first of two requests associated with the replacement of the current 2004 model sign maintenance vehicle. The current vehicle has an extremely rusted crane platform creating safety concerns and the cab has experienced chronic fuel injection issues. The second step in the near future will seek approval for the cost of the sign maintenance body. The Freightliner brand of trucks has been chosen by the department as the new "standard" for trucks having a GVWR in excess of 20,000#. This vehicle has a lead time of 90-120 days and will ship directly to the chosen up-fitter. Upon receipt of the truck by the City, the current 2004 vehicle will be sold at auction.

ACTION REQUESTED: Motion to recommend Common Council to waive competitive bidding and approve Resolution to authorize purchase of cab and chassis from Truck Country in the amount of \$110,982.00

ATTACHMENTS:

I. Res. \_\_-16-17

**VI**

R. C. No.           - 16 - 17. By LAW AND LICENSING. July 18, 2016.

Your Committee to whom was referred R. O. No. 46-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends that Transient Merchant License application #1290 be denied 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.

*reg*

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

Committee

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

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

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

II

R. O. No. 46 - 16 - 17. By CITY CLERK. June 6, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2018.

*Law Lic  
6/20/16 - grant  
all except →*

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

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

*6/20/16 (cont.)*

*Hold: Dekker*

*Jakum Schmidt  
Kaplan Czubkowski  
Knudson Potter  
Schlenuogt Adomavich  
Atkins Gaumer*

*7/5/16 - deny Gaumer  
Dekker withdrew, grant  
Czubkowski, Schlenuogt,  
hold Atkins*

*7/18/16 - deny  
Transient Atkins*

<u>No.</u>	<u>Name</u>	<u>Address</u>
1365	Alten, Jennifer N.	1416A New York Ave.
7927	Altwies, John H.	2103A S. 7 <sup>th</sup> St.
1394	Balma, Nicholas R.	2903 S. 8 <sup>th</sup> St.
1041	Batt, Lisa M.	2725 S. 17 <sup>th</sup> St.
1277	Behr, Kayla C.	2312 N. 7 <sup>th</sup> St.
8495	Beinemann, Jesse P.	2840 Cty Trk. V.
1324	Beninghaus, Trenton R.	1522 N. 9 <sup>th</sup> St.
1325	Born, Christy L.	2326 S. 11 <sup>th</sup> St.
4823	Borth, Jamie L.	1640 Main Ave.
1374	Brown, Shannon O.	4443 Lilac Ct., #W108
1345	Bruinooge, Taylor A.	3404 N. 8 <sup>th</sup> St.
1386	Brunette, Ashley N.	4901 S. 15 <sup>th</sup> St.
1310	Dean, Shane M.	1724 S. 21 <sup>st</sup> St.
1436	Dekker, David J.	1731 Plainwood Dr.
1438	Easton, Angela M.	1579 W. Portview Dr., #103 Port Wash.
1271	Farmer, Brandon L.	1340 Pershing Ave.
1375	Felipez, Hayden	830 N. Water St.
1328	Fisher, Brandon T.	4331 Moenning Rd.
1276	Heinecke, Brooke A.	704 Woodview Ave.
1273	Jaishi, Kabita	916 Mulberry Ln., Kohler
1422	Jakum, Terri L.	2640 Black Fox Ct.
1314	Johnston, Kristen D.	1608A N. 11 <sup>th</sup> St.
1366	Kaplan, Joshua M.	1408 Meadow Lane #H, Oostburg
1364	Kasprzak, Kimberly M.	1828 S. 13 <sup>th</sup> St.
4734	Kilty, Jennifer L.	1623 N. 13 <sup>th</sup> St.
1432	Klessig, Kurt R.	1731 S. 13 <sup>th</sup> St.
1309	Knudson, Nicole L.	1820 N. 7 <sup>th</sup> St.
1315	Konecke, Steven F.	520 Center Ln., Kohler

10

10/10/10



1427 Lee, Eva M.	354 N. Redding Cir, Belgium
1405 Leibl, Katherine D.	4730 Willow Creek Ln.
7938 Lester, Elsa	1539 N. 20 <sup>th</sup> St.
1284 Mack, Tamieka M.	950 Weeden Creek Rd.
1164 McCoy, Karin	932 Ontario Ave.
1421 Meyer, Jessica M.	3320 S. 11 <sup>th</sup> Pl.
1383 Nunn, Stacey B.	2428 Camelot Blvd, #101
1424 Nytsch, Jayde Elizabeth	2510 N. 15 <sup>th</sup> St.
0108 Ranieri, John M.	2017 N. 6 <sup>th</sup> St.
1285 Roehre, Hayley L.	64 West St., Elkhart Lake
1381 Roth, Heather V.	908 Bell Ave.
1410 Schlenvogt, Paul D.	620 St. Clair Ave., #103
1395 Schmidt, Courtney M.	929 High Ave.
1385 Schnell, Tristan L.	3012 Geele Ave.
1308 Scholz, Heidi J.	620 S. 8 <sup>th</sup> St., #204
1360 Stewart, Daryl W.	1412 N. 4 <sup>th</sup> St.
1372 Stroo, Richard A.	2219 Terrace View, #2B
6325 Thompson, Susan R.	1615 Spruce Ct.
1299 Wanner, Rebecca A.	908 Lincoln Ave.
1348 Wilmot, Laurin N.	3609 Granite Rd.
1429 Zory, Jon T.	1412 Geele Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0631	Abraham, Caitlin R.	1834 Geele Ave.
5930	Alten, Candace A.	1327 N. 13 <sup>th</sup> St.
0564	Atkinson, Wendy J.	1256 Kaufmann Ave.
9783	Bakewell, Brianna L.	1919 N. 9 <sup>th</sup> St.
0522	Beaumont, Jake M.	2319 Calumet Dr.
4725	Beimel, Kathleen M.	1407 Main Ave.
5274	Beltran, Terri L.	3731 Main Ave.
5626	Beninghaus, Jena M.	1411 N. 28 <sup>th</sup> St.
9563	Berger, Ruth E.	734 Darmouth Dr., Sheb. Falls
9864	Boden, Dylan S.	1549 N. 23 <sup>rd</sup> St.
5171	Bogenschuetz, Nathan L.	1021 Trienens Rd., Plymouth
8036	Bogenschuetz, Tamara Linn	1021 Trienens Rd., Plymouth
6709	Bonelli, Leo P.	2417 W. Koning Dr.
1134	Brock, Joann M.	705 N. 38 <sup>th</sup> St.
4105	Brown, Jeffrey D.	5108 Evergreen Dr.
3683	Buechel, Teri A.	1915 N. 19 <sup>th</sup> St.
0656	Chavez, Amanda M.	1320A S. 19 <sup>th</sup> St.
0567	Clough, Christopher R.	621 Bell Ave.
7338	Coffin, Kurt P. (Club)	1335 Columbus Ave.
0364	Cruz, Felipe (Club)	774 Pine St, Sheb. Falls

8367 Czubkowski, Pamela L.	35 S. Hiawatha Circle
2938 Dean, Lisa Y.	1427 S. 16 <sup>th</sup> St.
1250 Dewane, Elaine M.	2839 N. Apache Rd.
8950 Dietrich, Cassandra L.	1606 S. 17 <sup>th</sup> St.
6645 Eggen, Cheryl L.	2420 Elm Ave.
7926 Eigenberger, Sheila L.	2208 S. 12 <sup>th</sup> St.
4034 Ertel, Michael L.	2400 Fairfield Ln., Plymouth
6523 Evans, Gerri L.	2130 N. 23 <sup>rd</sup> St.
8870 Felde, Connie G.	N2498 Saux Trl. Rd., Oostburg
5717 Felde, Trevor A.	1344 Geele Ave.
8582 Gilman, Lindsay M.	214 Second St., Sheb. Falls
2672 Grabner, Thomas A.	1706 Grams Ct.
4411 Green, Candise S.	5108 Evergreen Dr.
5285 Grub, Jason E.	1716 Wisconsin Ave.
5286 Grub, Timothy M.	2123 Carmen Ave.
1431 Guenther, Victor C.	2621 N. 25 <sup>th</sup> St.
3679 Hajenga, Gail J.	2606 S. 7 <sup>th</sup> St.
9648 Hawkins, Tanner D.	2010 S. 25 <sup>th</sup> St.
9904 Heitzmann, Mary A.	2206 Sunflower Ave.
2872 Hendrikse, Larry A.	1416 Logan Ave.
6387 Hiebing, Robert F.	5537 Timberline Ln.
5364 Hiebing, Suzanne M.	5537 Timberline Ln.
0647 Hoffmann, Dustin K.	1515 N. 7 <sup>th</sup> St.
7950 Hoffmann, Eileen B.	710 Whitcomb Ave.
6452 Hohmann, Luanne J.	1236 Eisner Ave.
1522 Holler, Kristi L.	3115 Whistling Ct.
8897 Holm, Patrick F.	611 N. Water St.
1530 Hoppert, Laurie A.	2510 S. 18 <sup>th</sup> St.
5696 Hutton, Charles F.	1140 High Ave.
3816 Kautzer, Kathleen A.	1625 Spruce Ct.
5633 Kempf, Shireen A.	916 Mayflower Ave., #4
4068 Kester, Becky L.	1129 Lincoln Ave.
8194 Kever, Jennifer M.	1043 Falls Parc Dr.#9, Sheb. Falls
9655 Kielbicki, Kim C.	2210 N. 26 <sup>th</sup> St.
7872 Kinyon, Kirt D. (Club)	724 N. 15 <sup>th</sup> St.
1649 Knaak, William A.	1342 Winter Ct.
8881 Knight, Nicole M.	1635 Blocki Ct.
5763 Kohler, William R.	531 Clifton Ave.
7090 Kraus, Steven R.	1640 S. 17 <sup>th</sup> St.
5023 Krepsky, Jill M.	1318 N. 31 <sup>st</sup> St.
2195 Kussard, Heidi K.	1904 N. 28 <sup>th</sup> St.
5924 Lehman, Tarrie L.	709 Spring Ave.
6971 Lensen, Wendy A.	W6434 Francis Ave., Cascade
7400 MacDonald, Jason T.	2431 N. 29 <sup>th</sup> St.
1807 Markham, Cheryl A.	2222 Kroos Ct.
0436 Martin, Emily M.	2214 N. 8 <sup>th</sup> St.
5801 Martin, Jay L. (Club)	1228 Bluff Ave.

8964 Mayer-Sills, Theresa  
9602 McCall, Jazzmin L.  
2710 McDaniel, Chantelle L.  
2456 McDaniel, Michelle LD  
9803 McFarland, Angela M.  
1843 Menzer, Lee A.  
0681 Mesun, Nicole M.  
5138 Metz, Nicole L.  
1864 Meyer, Michael E.  
7140 Miller, Joan  
0557 Miller, Laura M.  
1682 Morton, Patricia A.  
0369 Moyer, Jessica H.  
1913 Niesing, Mary M.  
5641 Norling, Matthew L.  
8986 Obremski, Kevin P.  
2352 Orvis, Parmalee  
4904 Patron, Sharlene Sue  
6661 Pearson, Lisa Marie  
0388 Pelzek, Tara M.  
5018 Peper, Tammi L.  
3359 Petermann, Richard J.  
3515 Ploetz, Craig A.  
6372 Potter Jr., Roy A.  
3731 Reinke, Steven G.  
9571 Renzelman, Wendy J.  
9740 Renzelmann, Grant C.  
9025 Rigsby, Joseph W.  
0453 Riste, Stacy L.  
4338 Roerdink, Sherri L.  
0547 Romanoski, Jared P.  
8761 Ruge, Alan F.  
2063 Ruppel, David M.  
2459 Rutherford, Pamela J.  
9621 Scharrer-Quasius, Cindy T.  
0670 Schlafke, Davis M.  
2091 Schleinz, John T.  
0686 Schoerner, Makayla A.  
0559 Schultz, Todd  
0372 Segovia, Nicole M.  
9898 Seipel, Andrew W.  
0674 Sheldon, Robin C.  
4786 Sheraski, Robert F.  
4221 Shimkoski, Ryan L.  
2181 Snow, Theresa M.  
2178 Stanul, Michael A.  
9834 Suemnicht, Joy L.  
1617 S. 13<sup>th</sup> St.  
2808 N. 21<sup>st</sup> St.  
1418 Ontario Ave.  
2250A Calumet Dr.  
1414 N. 17<sup>th</sup> St.  
633 N. 27<sup>th</sup> St.  
2509 Henry St.  
1523 N. 23<sup>rd</sup> St.  
2925 Lakeshore Dr.  
1909 Mead Ave.  
1315 Georgia Ave.  
3114 N. 9<sup>th</sup> St.  
4057 Country Meadows Dr.  
618A N. 9<sup>th</sup> St.  
930 N. 27<sup>th</sup> St.  
1625 Terry Andrea Ave.  
1821 S. 12<sup>th</sup> St.  
2320 N. 9<sup>th</sup> St.  
1122 S. 19<sup>th</sup> St.  
2101 Wiemann Ave.  
3515 N. 10<sup>th</sup> St., #112  
4408 White Oak Ln.  
1632 Camelot Blvd.  
2625 S. 8<sup>th</sup> St.  
2228 S. 8<sup>th</sup> St.  
1637A Geele Ave.  
2212 Cooper Ave.  
2608 Camelot Blvd.  
3444 S. 17<sup>th</sup> St.  
1529 Division Ave.  
1414 N. 17<sup>th</sup> St.  
1815 S. 19<sup>th</sup> St.  
N4442 Van Treeck Trl, Sheb. Falls  
W2111 Ourtown Rd., Sheb. Falls  
4217 S. 12<sup>th</sup> St.  
620 St. Clair Ave., #205  
2236 Plymouth Ln.  
3434B Eisner Ct.  
51 N. Hiawatha Cir.  
1904 N. 9<sup>th</sup> St.  
20 Winnebago Pl.  
2225 Wedemeyer St.  
1410 N. 27<sup>th</sup> St.  
2714 Union Ave.  
934B Geele Ave.  
1721 Niagara Ave.  
417 N. Stafford St., Plymouth

8190 Sullivan, Courtney M.	622A Bell Ave.
0683 TeBeest, Amanda R.	1328 S. 9 <sup>th</sup> St.
0648 Van Akkeren, Olivia C.	1629A S. 8 <sup>th</sup> St.
0502 Vitale, Vincenzo A.	1128 N. 29 <sup>th</sup> St.
8960 Voelker, Kathleen M.	2112 Elm Ave.
0437 Vue, Jaia	1603 N. 12 <sup>th</sup> St.
8109 Waechter, Patti A.	3528 High Cliff Cir.
0586 Wagner, Jessica A.	1022 Falls Parc Dr., #12
1302 Wallner, Heidi A.	2220 S. 16 <sup>th</sup> St.
4283 Webb, Sandra L.	1911 S. 14 <sup>th</sup> St.
5793 White, Jody L.	1736 N. 27 <sup>th</sup> St.
8959 Wilson, Michelle R.	1643 Weeden Creek Rd.
3502 Wolff, Richard A.	1622 N. 25 <sup>th</sup> St.
0393 Yang, Donna N.	1027 N. 17 <sup>th</sup> St.
8868 Yankunas, Barbara J.	629 E Jefferson Ave., Cleveland
0645 Zalewski, Jennifer L.	3324 S. 18 <sup>th</sup> St.
8170 Zenk, Travis A.	2123A S. 16 <sup>th</sup> St.
2355 Ziegler, Jan M.	1312 Kentucky Ave.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6884	Adomavich, David H.	1107 Erie Ave.
5224	Gaumer, Michael B.	2127 N. 10 <sup>th</sup> St.

TRANSIENT MERCHANTS LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1290	Atkins, Alec D.	7738 Plainview Dr., Franklin

VIII

R. C. No.        - 16 - 17. By PUBLIC WORKS. July 18, 2016.

Your Committee to whom was referred Res. No. 44-16-17 by Alderperson Belanger authorizing the appropriate city officials to enter into a memorandum of understanding with the "Sheboygan Park Project" (SPP) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities; recommends that the Resolution be passed.

Regs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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. 44 - 16 - 17. By Alderperson Belanger. June 20, 2016.

A RESOLUTION authorizing the appropriate city officials to enter into a memorandum of understanding with the "Sheboygan Park Project" (SPP) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

WHEREAS, Angie and Ryan Shaw, representatives for SPP, have partnered with Steve Schmitt and the Sheboygan Jaycees to create a universally accessible playground for children of all abilities; and

WHEREAS, a plan for such a playground was provided by Landscape Structures, Inc., a playground design firm based in Delano, Minnesota; and

WHEREAS, after some delays resulting from fundraising difficulties, members of SPP and city park staff have reviewed three locations for the playground, with all parties involved determining that Evergreen Park Area Two would be best suited for this playground; and

WHEREAS, the Public Works Committee and the Board of Marina, Parks, and Forestry Commissioners have each reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City of Sheboygan officials are hereby authorized to enter into the attached memorandum of understanding related to fundraising, location, ownership, construction, and naming rights in order to create a universally accessible playground designed for use by children of all abilities.

*Pub Works approve -*

*John Belanger*  
\_\_\_\_\_

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

# **Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

## **Background**

Angie and Ryan Shaw created an organization called the Sheboygan Park Project in order to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with city officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws have now been able to restart their fundraising efforts.

SPP has partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and desire to enter into an agreement with SPP related to the playground;

## **Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

## **Section 1**

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. As a contingency for allowing construction, SPP shall raise an additional \$75,000.00 to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area.
7. The City will apply for a State and Federal Stewardship grant in 2017 to assist in the cost of constructing the restroom and or restroom/shelter.
8. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
9. The City agrees not to remove or change any structure or ramp that provides accessibility within the playground without first receiving permission from the Jaycees and SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

## **Section 2**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

## **Section 3**

**Indemnification.** City and SPP agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

## **Section 4**

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

## **Section 7**

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

VIII

6.2

R. C. No. 90 - 16 - 17. By PUBLIC WORKS. July 18, 2016.

Your Committee to whom was referred Res. No. 44-16-17 by Alderperson Belanger authorizing the appropriate city officials to enter into a memorandum of understanding with the "Sheboygan Park Project" (SPP) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities; recommends that the Resolution be passed.

Megs  
Belanger / Bohren  
Ac & Ad  
Res pass

*[Handwritten signatures]*  
\_\_\_\_\_

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

Handwritten mark or signature in the top left corner.

Handwritten Roman numeral 'XIV' in red ink at the top right.

Small handwritten mark or number below the Roman numeral.

Faint, illegible handwritten text or scribbles in the lower right quadrant.

III

5.4

Res. No. 44 - 16 - 17. By Alderperson Belanger. June 20, 2016.

A RESOLUTION authorizing the appropriate city officials to enter into a memorandum of understanding with the "Sheboygan Park Project" (SPP) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

WHEREAS, Angie and Ryan Shaw, representatives for SPP, have partnered with Steve Schmitt and the Sheboygan Jaycees to create a universally accessible playground for children of all abilities; and

WHEREAS, a plan for such a playground was provided by Landscape Structures, Inc., a playground design firm based in Delano, Minnesota; and

WHEREAS, after some delays resulting from fundraising difficulties, members of SPP and city park staff have reviewed three locations for the playground, with all parties involved determining that Evergreen Park Area Two would be best suited for this playground; and

WHEREAS, the Public Works Committee and the Board of Marina, Parks, and Forestry Commissioners have each reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City of Sheboygan officials are hereby authorized to enter into the attached memorandum of understanding related to fundraising, location, ownership, construction, and naming rights in order to create a universally accessible playground designed for use by children of all abilities.

*Public Works  
approve -*

*John Belanger*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 18th day of July, 2016.

Dated July 20 2016. Susan Richards, City Clerk

Approved July 20 2016. Michael Landrum Mayor

Proceedings Published July 23, 2016.  
Resolutions Published July 23, 2016.  
Certified July 26, 2016 to - Atty.; Fin. Dir./Treas.; CA; Joe Kerlin; DPW

# **Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

## **Background**

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SPP has partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

## **Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

## **Section 1**

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. As a contingency for allowing construction, SPP shall raise an additional \$75,000.00 to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area.
7. The City will apply for a State and Federal Stewardship grant in 2017 to assist in the cost of constructing the restroom and or restroom/shelter.
8. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
9. The City agrees not to remove or change any structure or ramp that provides accessibility within the playground without first receiving permission from the Jaycees and SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

## **Section 2**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

## **Section 3**

**Indemnification.** City and SPP agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

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Approved by the parties through signature of the following authorized representatives:

**CITY OF SHEBOYGAN:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

**SHEBOYGAN PARK PROJECT:**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

## **Memorandum of Understanding**

Between

Sheboygan Park Project

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Sheboygan Park Project (“SPP”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

### **Background**

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This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

### **Purpose**

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

### **Section 1**

1. The playground will be called the “Shaw Family Playground.”
2. The playground is to be located at Area Two of Evergreen Park.

3. City shall authorize and permit SPP and their contractors to perform site preparation work and construct the park once all plans and fundraising have been completed to the satisfaction of the Director of Public Works or his designee.
4. No construction work shall commence prior to January 1, 2017.
5. All funds used to construct the park shall be raised by SPP, with no additional funds to be spent by the City for construction.
6. SPP agrees that it will raise additional funds to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The City will apply for a State and Federal Stewardship grant in 2017 to assist in the cost of constructing the restroom and or restroom/shelter. It is anticipated that this grant will cover one-half of the cost of the restroom or restroom/shelter facility. SPP and the City will share equally in the remainder of the cost of construction, with SPP's obligation capped at \$75,000. The SPP team members shall be given input into the design of the family area.
7. Any funds raised in excess of construction costs shall be placed into an endowment fund for the playground. Said fund shall be controlled by the Sheboygan Jaycees. The City may request funds from the endowment fund in order to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, or any item that is part of the playground structure, and SPP shall make every effort to ensure that the Jaycees do not unreasonably withhold such funds as requested.
8. The parties agree that the playground equipment and all materials needed to construct the playground and provide access shall be purchased by the City of Sheboygan using funds raised by SPP and the Jaycees. Subject to this agreement, ownership of the playground, including the playground structures and ramps and other items that are part of the playground, will be owned, maintained, and controlled by the City of Sheboygan.
9. Notwithstanding its right as owner, the City shall seek consensus from the Jaycess and SPP before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area or any other item paid for by donations from or provided by the SPP.
10. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the

- discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
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## **Section 2**

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## **Section 3**

**Indemnification.** City and SPP agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

## **Section 4**

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Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

SHEBOYGAN PARK PROJECT:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date



COPY

April 6, 2018

Angela Shaw  
Sheboygan Park Project  
1529 North 24th Street  
Sheboygan, WI 53081

Re: Memorandum of Understanding Between Sheboygan Park  
Project and City of Sheboygan

Dear Ms. Shaw:

Enclosed for your records is a fully executed original Memorandum of Understanding Between Sheboygan Park Project and the City of Sheboygan regarding the Shaw Family Playground.

Sincerely,

*Charles C. Adams (kah)*

Charles C. Adams  
CITY ATTORNEY

CCA/kah  
Enclosure

cc: Nancy Buss (w/enc.-copy)  
Meredith DeBruin (w/enc.-copy)  
(authorized by Res. No. 44-16-17)

CITY ATTORNEY'S OFFICE

CITY HALL  
828 CENTER AVE., SUITE 304  
SHEBOYGAN, WI  
53081-4442

920/459-3917  
FAX 920/459-3919

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

## Memorandum of Understanding

Between

Sheboygan Park Project

and

City of Sheboygan

COPY

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This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approve of them, and desire to enter into an agreement with SPP related to the playground;

### **Purpose**

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6. As a contingency for allowing construction, SPP shall raise an additional \$75,000.00 to be used to aid the City in the construction of a new restroom facility or a restroom/shelter facility. Said facility shall include men's, women's and family areas. The SPP team members shall be given input into the design of the family area.
7. The City will apply for a State and Federal Stewardship grant in 2017 to assist in the cost of constructing the restroom and or restroom/shelter.
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11. The City agrees to overlay and paint parking lines on parking lot in area two.
12. The City will review the possibility of increasing the parking area, and may, in its sole discretion, construct a new or expanded parking area near the playground.
13. The City will aid construction of playground by providing excavation, some engineering services, and construction of walkways. The timeline for City in-kind-labor will be at the discretion of the Public Works Department. Every effort will be made to work within the planned and agreed upon timeline.
14. Any agreement related to the playground is intended to last for the intended life of the playground, which shall be no longer than 25 years, but may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.
15. SPP shall complete the park by no later than December 31, 2021. If construction of the park is not completed that by that date, the agreement shall terminate. SPP may, prior to December 31, 2021, request the Common Council to extend the timelines.

## **Section 2**

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

## **Section 3**

**Indemnification.** City and SPP agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

## **Section 4**

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## **Section 5**

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

## **Section 6**

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date.

## **Section 7**

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Michael Vanderster  
Mayor

3-14-2018  
Date

Mudit D. B. D.  
City Clerk

3-14-18  
Date

David H. B. D.  
Director of Public Works

3-14-18  
Date

SHEBOYGAN PARK PROJECT:

Angela M. D.

8/1/17  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. July 18, 2016.

Your Committee to whom was referred Res. No. 49-16-17 by Alderperson Wolf authorizing the City of Sheboygan to purchase replacement production equipment for the Cable TV studio; recommends that the Resolution be passed.

Reg

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

Committee

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

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

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

III

4.4

Res. No. 49 - 16 - 17. By Alderperson Wolf. July 5, 2016.

A RESOLUTION authorizing the City of Sheboygan to purchase replacement production equipment for the Cable TV studio.

WHEREAS, the studio tricaster and related accessories will be replaced at a cost not to exceed \$27,950, and

WHEREAS, the studio broadcast server will be replaced at a cost not to exceed \$33,500, and

WHEREAS, the Cable TV Production Coordinator has obtained quotes for the items previously mentioned to be purchased, and

WHEREAS, the quotes were obtained from vendors currently used by the Cable TV station WSCS for its production equipment, and

WHEREAS, the quote for the tricaster is from Safe Harbor Computers and associated accessories from B&H, Tally-Lights, LLC, Markertek, and Full Compass, and

WHEREAS, the quote for the broadcast server is from TelVue, and

WHEREAS, the Information Technology Director has reviewed quotes.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to purchase replacement production equipment for the Cable TV studio not to exceed a total of \$61,450.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Cable TV Fund Account No. 27058110-642400 in payment of same.

*Trust approve*



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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res \_\_-16-17, A Resolution authorizing the purchase of replacement equipment for the Cable TV (WSCS) studio and transfer the appropriate funds from the Cable TV Fund Balance to the Cable TV Audio/Visual GL Account.

---

**REPORT PREPARED BY:** David Augustin, Information Technology Director

---

**REPORT DATE:** June 22, 2016

**MEETING DATE:** July 11, 2016

---

**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: \$61,450  
Budgeted Revenue: \$61,450

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

Broadcast Server Replacement - \$33,500

The broadcast server and associated equipment that generates and sends the TV signal to the networks is 10+ years old. The system can only broadcast in standard definition and has little integration capability with other sources. The other issue is the current server can only utilize Charter's I-Net (coaxial based) network for sending its signal to the Charter main office. WSCS is the only user of that network with Charter indicating that it will be someday retired. The suggested replacement will have the capability to broadcast over fiber and take advantage of the fiber ring that is being installed for the City. The server will also have the capability to add other feeds to send signals to multiple sources which opens an opportunity for expense sharing if other municipalities would be open to collaborating together. There is an incentive for a \$2,500 trade-in for the existing equipment pending on the timing of purchase.

Studio Equipment Replacement - \$27,950

The trcaster control system and associated equipment is used in directing and filming productions in the WSCS studio. This equipment is also dated in it capabilities. The upgrade will allow for the capability of virtual production sets (green screen), feature rich embedding capabilities to cut down on editing time, and the ability to include videos and replays. With other planned upgrades in the Council Chambers and mobile unit(s), event coverage is much easier and integrated to provide a more professional broadcast. Such an example would be covering live election results or covering a sports event.

Both options will provide messaging capabilities that can interact with our community calendar and website.

Funds were set aside in the 2016 capital budget for such upgrades.

**STAFF COMMENTS:**

The equipment used in the WSCS studio for production programming is 20+ years old. Some of the equipment dates back to the start of the station which was in 1982. The age of the equipment makes it hard to find replacement parts and/or general support. When equipment fails a "creative" solution many times needs to be done that can ultimately affect the quality of the broadcast.

The present fund balance of the Cable TV Fund is \$1,028,440.

**ACTION REQUESTED:**

Motion to approve Res \_\_-16-17 to transfer the appropriate funds from the Cable TV Fund Balance to the 2016 Cable TV Audio/Visual GL Account and purchase replacement equipment for Cable TV WSCS as requested.

**ATTACHMENTS:**

- I. Res \_\_-16-17
- II. CIP Form – Cable TV Studio Equipment Replacements
- III. CIP Form – Broadcast Server Replacement

## CAPITAL IMPROVEMENT REQUESTS 2017 - 2021

<b>Project Title:</b>	Broadcast Server Replacement
<b>Department:</b>	Cable TV
<b>Budgetary Fund:</b>	Cable TV Fund Balance
<b>Account Number:</b>	Communication Equipment

### JUSTIFICATION

The server and associated equipment that generates and sends the TV signal to the networks is 10+ years old. The system can only broadcast in standard definition and has little integration capability with other sources such as our community calendar and website. The suggested replacement will have the capability to broadcast over fiber and take advantage of the fiber ring that is being installed for the City. It also has messaging capabilities that can interact with our community calendar and website. The server will also have the capability to add other feeds to send signals to multiple sources.

<p>Discussion of Operating Cost Impact:</p> <p>This request is being made for 2016 although the 2017 capital form is being used. The yearly maintenance of \$3,750 is added for support. The existing server no longer comes with support. There is also a partnership with the school district so support costs will be shared. Hardware discounts will also be evaluated by purchasing via the school district for educational reductions in price. The requested price is worst case scenario.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>Item Replace</b></td> </tr> <tr> <td style="width: 70%;">Model</td> <td>TeiVue</td> </tr> <tr> <td>Make/Model</td> <td>Server</td> </tr> <tr> <td>Age</td> <td>10</td> </tr> <tr> <td colspan="2"><b>Disposition (Check one box)</b></td> </tr> <tr> <td>Trade-In</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Sale/Auction</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Transfer</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Salvage</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>Item Replace</b>		Model	TeiVue	Make/Model	Server	Age	10	<b>Disposition (Check one box)</b>		Trade-In	<input checked="" type="checkbox"/>	Sale/Auction	<input type="checkbox"/>	Transfer	<input type="checkbox"/>	Salvage	<input type="checkbox"/>
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Sale/Auction	<input type="checkbox"/>																		
Transfer	<input type="checkbox"/>																		
Salvage	<input type="checkbox"/>																		

### DEPARTMENT OPERATING COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
<b>Personnel Services</b>	\$ 0.00					\$ 0.00
<b>Supplies</b>						\$ 0.00
<b>Services</b>	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 18,750.00
<b>Utilities</b>						\$ 0.00
<b>Other</b>						\$ 0.00
<b>Total</b>	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 18,750.00

### DEPARTMENT REVENUE SUMMARY

	2017	2018	2019	2020	2021	TOTAL
<b>Trade-In</b>	\$ 2,500.00					\$ 2,500.00
<b>Fund Balance</b>	\$ 31,000.00					\$ 31,000.00
<b>BID</b>						\$ 0.00
<b>BID</b>						\$ 0.00
<b>BID</b>						\$ 0.00
<b>Total</b>	\$ 33,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 33,500.00

### DEPARTMENT COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
<b>Planning</b>						\$ 0.00
<b>Land Acquisition</b>						\$ 0.00
<b>Purchase</b>	\$ 33,500.00					\$ 33,500.00
<b>Construction</b>						\$ 0.00
<b>Other</b>						\$ 0.00
<b>Total</b>	\$ 33,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 33,500.00

## CAPITAL IMPROVEMENT REQUESTS 2017 - 2021

<b>Project Title:</b>	Cable TV Studio Equipment Replacements
<b>Department:</b>	Cable TV
<b>Budgetary Fund:</b>	Cable TV Fund Balance
<b>Account Number:</b>	Audio Visual Equipment

### JUSTIFICATION

The equipment used in the WSCS studio for production programming is 20+ years old. Some of the equipment dates back to the start of the station which was in 1982. The age of the equipment makes it hard to find replacement parts and/or general support. When equipment fails a "creative" solution many times needs to be done.

The long term goal of the TV station is to increase its advertising base for revenue by producing high quality productions. The equipment upgrade main ticket items are three camera replacements and the tricaster control system. The upgrade will allow for the capability of virtual production sets (green screen), feature rich embedding capabilities to cut down on editing time, and the ability to include videos and replays.

<p><b>Discussion of Operating Cost Impact:</b></p> <p>This request is for 2016 but is being submitted on the 2017 form. The equipment that will be replaced will be sold via auction or donated. Due to the age of the equipment, it is difficult to say how much revenue will be generated.</p> <p>Yearly support for the equipment will be \$3,300.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none;"><b>Item Replace</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Model</td> <td style="border: none;">Various _____</td> </tr> <tr> <td style="border: none;">Make/Model</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">Age</td> <td style="border: none;">20+ _____</td> </tr> <tr> <td style="border: none;"><b>Disposition</b></td> <td style="border: none;">(Check one box)</td> </tr> <tr> <td style="border: none;">Trade-In</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;">Sale/Auction</td> <td style="border: none;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="border: none;">Transfer</td> <td style="border: none;"><input type="checkbox"/></td> </tr> <tr> <td style="border: none;">Salvage</td> <td style="border: none;"><input type="checkbox"/></td> </tr> </table>	<b>Item Replace</b>		Model	Various _____	Make/Model	_____	Age	20+ _____	<b>Disposition</b>	(Check one box)	Trade-In	<input type="checkbox"/>	Sale/Auction	<input checked="" type="checkbox"/>	Transfer	<input type="checkbox"/>	Salvage	<input type="checkbox"/>
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### DEPARTMENT OPERATING COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
<b>Personnel Services</b>	\$ 0.00					\$ 0.00
<b>Supplies</b>						\$ 0.00
<b>Services</b>	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 16,500.00
<b>Utilities</b>						\$ 0.00
<b>Other</b>						\$ 0.00
<b>Total</b>	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00	\$ 16,500.00

### DEPARTMENT REVENUE SUMMARY

	2017	2018	2019	2020	2021	TOTAL
<b>Fund Balance</b>	\$ 27,950.00					\$ 27,950.00
<b>BID</b>						\$ 0.00
<b>BID</b>						\$ 0.00
<b>BID</b>						\$ 0.00
<b>BID</b>						\$ 0.00
<b>Total</b>	\$ 27,950.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 27,950.00

### DEPARTMENT COST ANALYSIS

	2017	2018	2019	2020	2021	TOTAL
<b>Planning</b>						\$ 0.00
<b>Land Acquisition</b>						\$ 0.00
<b>Purchase</b>	\$ 27,950.00					\$ 27,950.00
<b>Construction</b>						\$ 0.00
<b>Other</b>						\$ 0.00
<b>Total</b>	\$ 27,950.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 27,950.00

III

4.1

R. O. No. 53- 16 - 17. By CITY PLAN COMMISSION. June 20, 2016.

Your Commission to whom was referred Gen. Ord. No. 5-16-17 by Alderperson Donohue and Hou-seye and R. O. No. 42-16-17 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD 2016 Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, June 14, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over  
to July 18th

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Director of Planning and Development



Other Matters

9.2

Gen. Ord. No. 5 - 16 - 17. By Alderperson Donohue  
June 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD 2016 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 PPUD to Class South Pier Sheboygan PUD 2016 Classification:

**Lot 6 Description**

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.

**Lot 7 Description**

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.

City Plan

### **Lot 8 Description**

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS


COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.

### **Lot 9 Description**

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE SOUTH R/W LINE OF SOUTH PIER DRIVE WITH THE WEST R/W LINE OF BLUE HARBOR DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 11°53'59" E ALONG SAID WEST R/W LINE 100.74', THENCE S 76°17'28" W 196.58', THENCE SOUTHWESTERLY 68.98' ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 275.0' AND A CHORD BEARING OF S 53°36'23" W 68.80', THENCE S 46°25'12" W 62.06' TO A POINT ON THE NORTHEAST R/W LINE OF LAKEVIEW DRIVE, THENCE N 47°23'48" W ALONG SAID NORTHEAST R/W LINE 139.80' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF SOUTH PIER DRIVE, THENCE N 42°36'12" E ALONG SAID SOUTH R/W LINE 43.16', THENCE NORTHEASTERLY ALONG SAID SOUTH R/W LINE 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 60°21'06" E 95.72', THENCE CONTINUING ALONG SAID SOUTH R/W LINE N 78°06'01" E 266.77' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 42,612.48 SQ. FT. OR 0.98 ACRES.

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.

  
\_\_\_\_\_

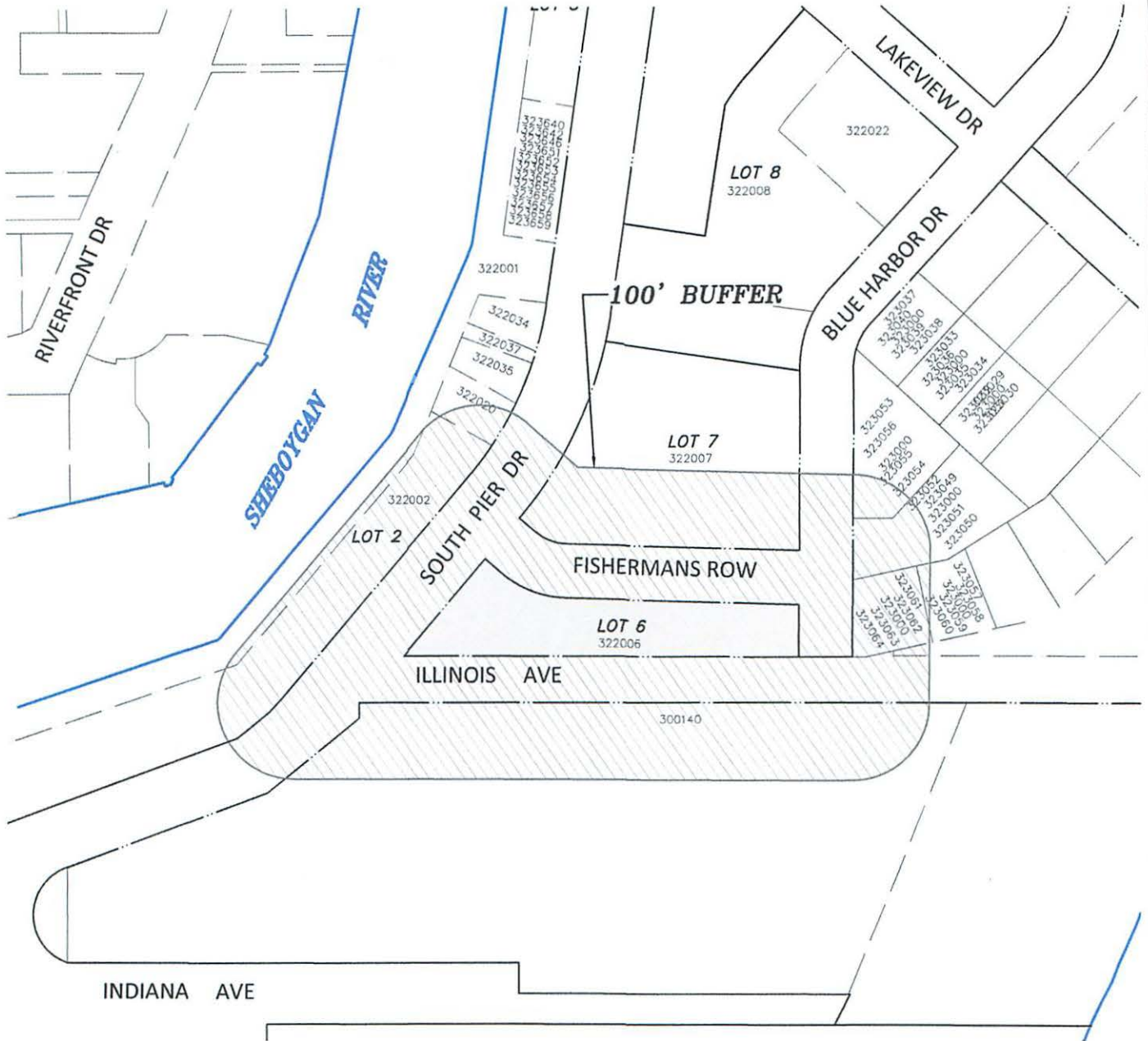
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

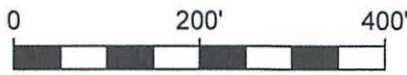
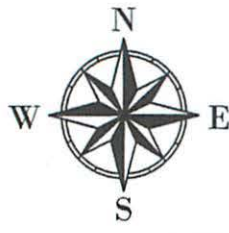
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



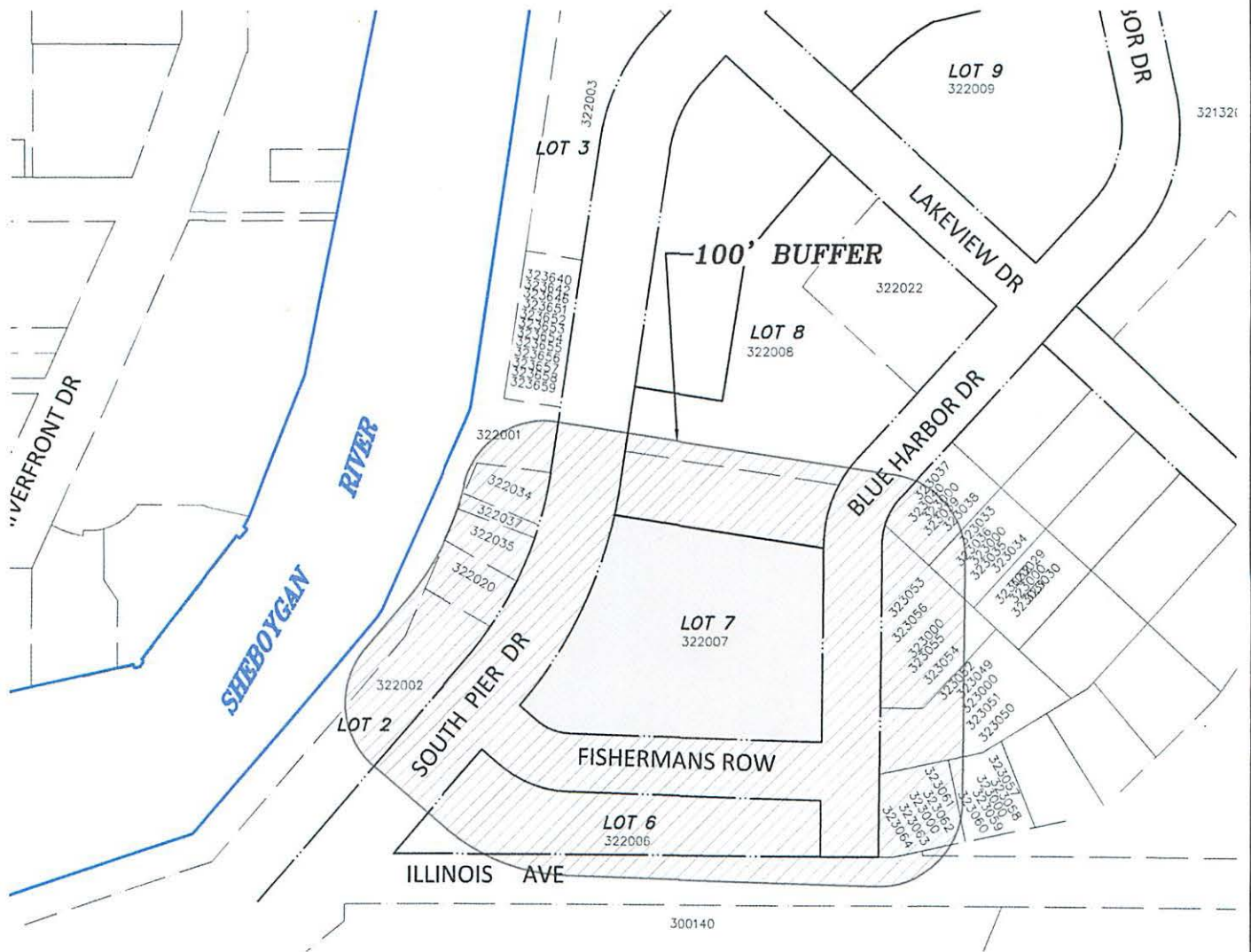
ALL SOUTH PIER AREA ZONED PPUD



# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.



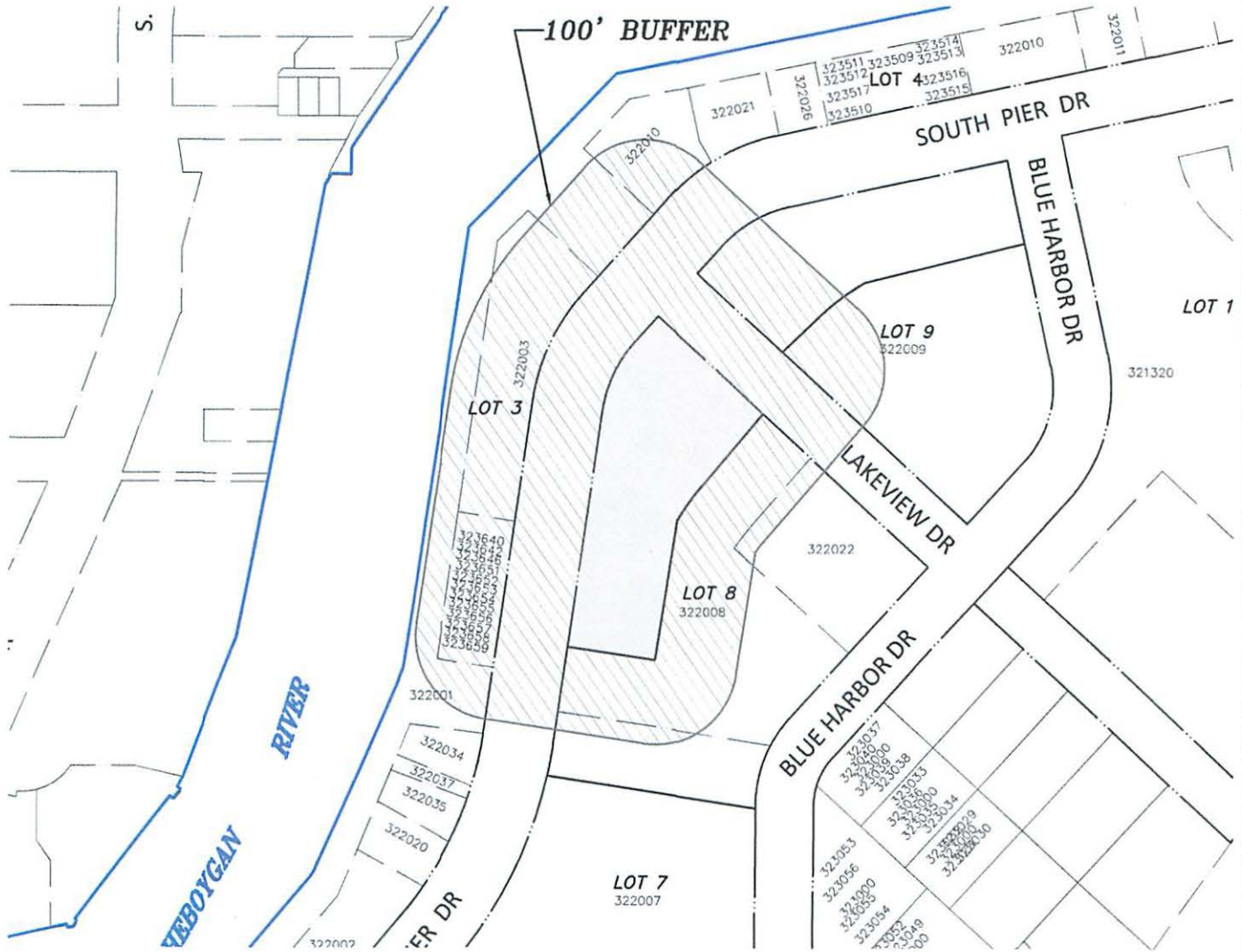
ALL SOUTH PIER AREA ZONED PPUD



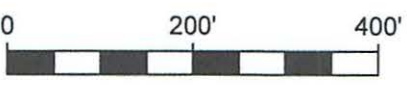
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23 AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.



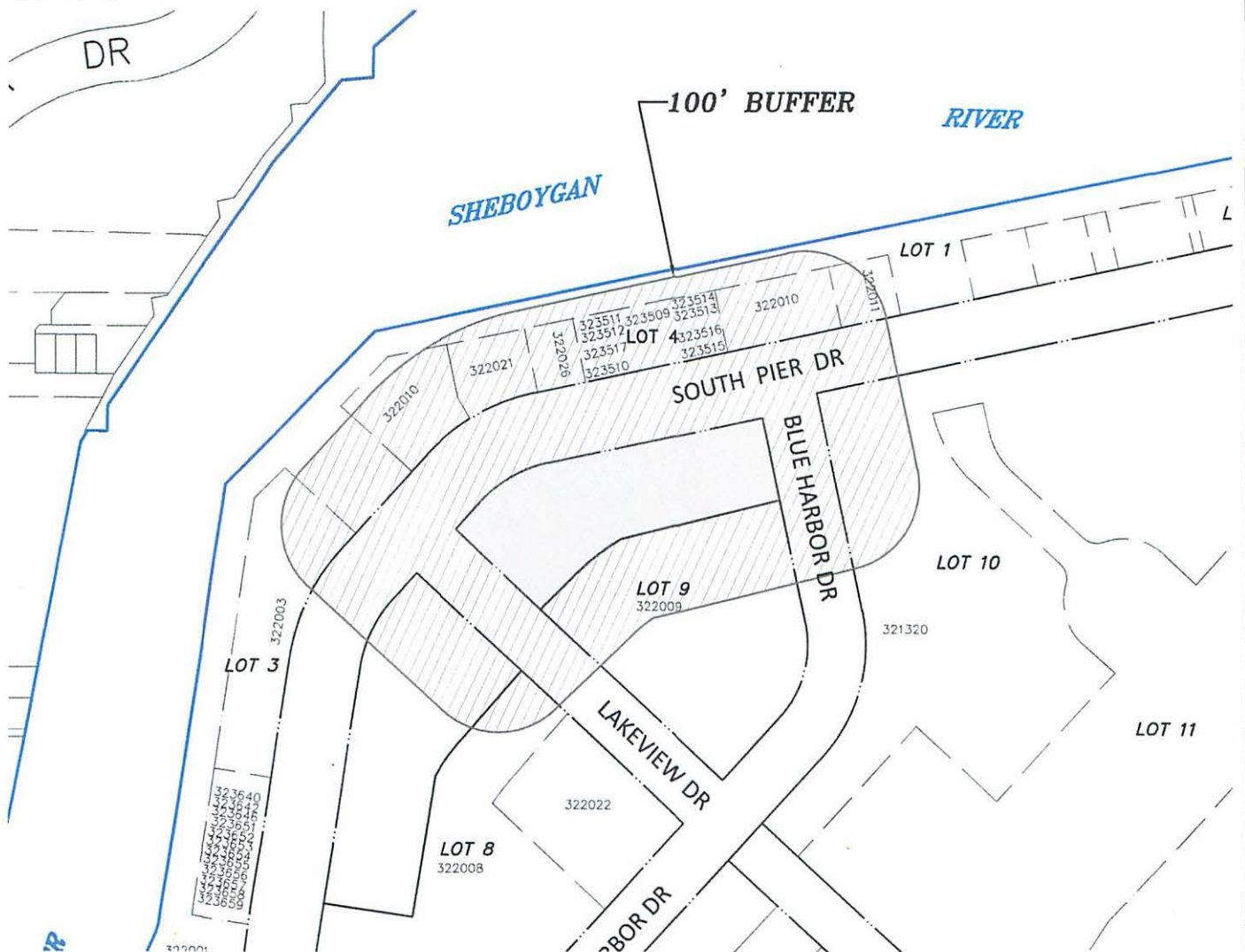
ALL SOUTH PIER AREA ZONED PPUD



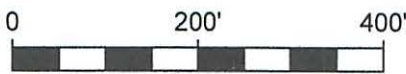
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 23, T. 15 N., R. 23 E.

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE SOUTH R/W LINE OF SOUTH PIER DRIVE WITH THE WEST R/W LINE OF BLUE HARBOR DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 11°53'59" E ALONG SAID WEST R/W LINE 100.74', THENCE S 76°17'28" W 196.58', THENCE SOUTHWESTERLY 68.98' ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 275.0' AND A CHORD BEARING OF S 53°36'23" W 68.80', THENCE S 46°25'12" W 62.06' TO A POINT ON THE NORTHEAST R/W LINE OF LAKEVIEW DRIVE, THENCE N 47°23'48" W ALONG SAID NORTHEAST R/W LINE 139.80' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF SOUTH PIER DRIVE, THENCE N 42°36'12" E ALONG SAID SOUTH R/W LINE 43.16', THENCE NORTHEASTERLY ALONG SAID SOUTH R/W LINE 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 60°21'06" E 95.72', THENCE CONTINUING ALONG SAID SOUTH R/W LINE N 78°06'01" E 266.77' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 42,612.48 SQ. FT. OR 0.98 ACRES.



ALL SOUTH PIER AREA ZONED PPUD



II

Other Matters

9.1

R. O. No. 42 - 16 - 17. By CITY CLERK. June 6, 2016.

Submitting an application from South Pier Sheboygan LLC for a change in the zoning classification of property located on interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD 2016 Classification.

City Plan

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City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: <u>160979</u>
FILING FEE: \$200.00 (Payable to City of Sheboygan)

*rec'd  
6/2/16  
SEL*

**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: *HCI Properties, LLC*      PHONE NO.: *414-406-2001*  
ADDRESS: *10060 W. Loomis Road Franklin, WI 53132*  
E-MAIL: *jgrasch@hcipropertieswi.com*

OWNER OF SITE: *South Pier Sheboygan, LLC* PHONE NO.: *414-406-2001*

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: *TBD*

LEGAL DESCRIPTION: *See Attached*

PARCEL NO. *See Attached*      MAP NO. *See Attached*

EXISTING ZONING DISTRICT CLASSIFICATION: *PPUD*

PROPOSED ZONING DISTRICT CLASSIFICATION: *South Pier Sheboygan PPUD*

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: *Vacant Land*

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:  
*Construction of 88 Row House style apartments*

### 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 proposed Zoning Map amendment will allow for the construction of the project under the PPUD.

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: It is required to change the current PPUD to a project specific PPUD

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 current official zoning is PPUD. As subject to our approval, we are requesting the change be site project specific to the land we are developing to South Pier Sheboygan PPUD. The change is consistent with the approved master plan.

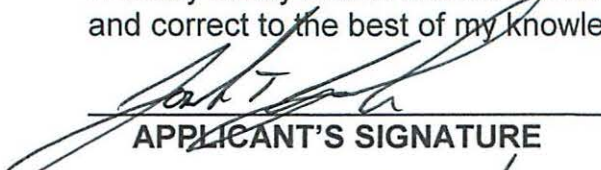
Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

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

The proposed zoning is project specific and does not include any other development land other than our specific development plan. Our building plan, site plan and density are consistent with standards for the area.

#### 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

*Joseph T. Grzech*  
\_\_\_\_\_  
PRINT ABOVE NAME

5-25-16  
\_\_\_\_\_  
DATE

#### APPLICATION SUBMITTAL REQUIREMENTS

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

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

# ALTA/NSPS LAND TITLE SURVEY

## EASEMENTS, EXCEPTIONS, ETC.: SCHEDULE B-II

- PER: FIDELITY NATIONAL TITLE INSURANCE COMPANY  
COMMITMENT NO.: 151110144  
EFFECTIVE DATE: OCTOBER 13, 2015 at 8:00 a.m.
- 7- Easements or claims of easements not shown by the public records. (There appears to be no recorded Easement for the hatched underground utilities (i.e. buried telephone, electric and cable lines).)
  - 11- 20' Utility/Restriction Easement as shown on the recorded plat of South Pier.
  - 12- Item No. 2 of the General Rules as shown on the recorded plat of South Pier. (Note states that "All Utility Facilities within this Subdivision shall be installed underground".)
  - 13- Restriction as shown on the recorded plat of South Pier, reciting as follows: "Public utility easements, no poles or buried utilities are to be placed such that the installation would disturb any survey stakes or obstruct vision along any lotline. The distribution of a survey monument by anyone is in violation of Section 236.32 of Wisconsin Statutes. Utility easements as set forth herein are for the use of public bodies and private public utilities having the right to serve subject property."
  - 14- Restriction as shown on the recorded plat of South Pier, reciting as follows: "Dedicated station corner. No distributions taller than 20" shall be permitted."
  - 15- Dead Restriction Declaration of Restrictions recorded on February 5, 2004 on Document No. 1722902. (Document refers to proposal to be used if underground piping associated with the former bulk petroleum AST system is encountered during future excavation work at this property).
  - 16- Easements, rights of way, easements, restrictions and restrictions set forth in an Amended Limited Warranty Deed recorded on October 22, 2001 in Volume 1805, Page 894, as Document No. 1413274 and modified by an Amended Limited Warranty Deed recorded on July 29, 2003 on Document No. 188755.
  - 17- Terms, provisions and obligations set forth in a Development Agreement dated July 30, 2003 and endorsed by a First Amendment to Development Agreement recorded on July 7, 2004 on Document No. 1738025. (Document not supplied. Assumed to blanket Subject Parcels).
  - 18- Grant of Easement recorded on August 18, 1934 in Volume 4 of Contracts on Page 335, as Document No. 824188. (Document describes a 20' wide Watermain Easement located under, through and across the Sheboygan River and through 1 gas parcels of the Subject Property that was then described as Lots and Streets of the Original Plat of the City of Sheboygan now voided.) (Description refers to lotline, corner to plat).
  - 19- Resolution granting easements recorded on August 2, 1981 in Volume 406 of Deeds on Page 571, as Document No. 778425. (Resolution granting an 8' wide Easement for the purpose of installing petroleum pipe lines located under, through and across 1 gas parcels of the Subject Property that was then described as Lots and Streets of the Original Plat of the City of Sheboygan now voided.) (Description refers to lotline, corner to plat).

## SURVEYOR'S CERTIFICATE:

To: Redevelopment Authority of the City of Sheboygan, Wisconsin, South Pier Sheboygan, LLC and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b), 7(c), 7(d), 8, 9, 10(a), 10(b), 11, 13, 14, 16, 17 and 18 of Table A thereof. The field work was completed on January 6, 2016.

Dated this 20th day of MAY, 2016.



*Gray L. Gosser*  
Gray L. Gosser, P.L.L.C.  
Surveyor Registration Number 5-2872  
TRIO ENGINEERING, LLC  
12800 W. North Avenue, Building "D"  
Brookfield, WI 53005  
Phone: (262)790-1483 Fax: (262)790-1481  
Email: ggosser@trioeng.com

NO.	RADIUS	CENTRAL ANGLE	ARC CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	157.00	22°28'47"	47.27	N62°21'34.7"E	N42°30'17"E	S70°02'17"E
2	275.00	14°27'21"	88.96	S53°30'21.5"W	S64°24'37"W	S42°30'17"E
3	157.00	22°28'47"	47.27	S11°29'47.7"E	N62°30'17"E	N42°30'17"E
4	280.00	10°10'30"	30.43	S33°44'33.7"W	S47°08'11"W	S37°45'18"E
5	65.00	38°53'44"	44.13	N62°30'17"E	N62°30'17"E	S47°08'11"E
6	15.00	17°48'17"	23.28	N10°48'15.5"E	N40°30'17"E	S71°30'17"E
7	15.00	38°53'44"	44.13	N62°30'17"E	S47°08'11"E	S47°08'11"E

**NOTE:**  
• ALL BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, IN WHICH THE WEST LINE OF THE 1/4 OF SECTION 23, TOWN 13 NORTH, RANGE 23 EAST, ASSIGNED TO BEAR N07°50'10"W.

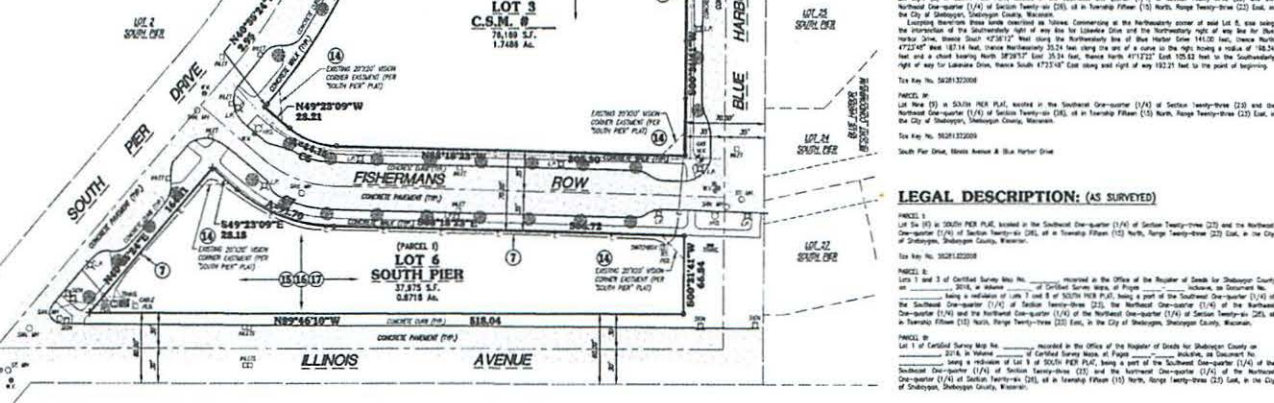
**TABLE "A", ITEM #3:**  
• THE SUBJECT PARCELS ARE LOCATED IN ZONE "C" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 58117003387, EFFECTIVE DATE: APRIL 1, 2009. ZONE "C" IS DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**TABLE "A", ITEM #6(a):**  
• THE SUBJECT PARCELS ARE UP FOR REZONING IN THE CITY OF SHEBOYGAN. SUBJECT PARCELS TO BE REZONED TO "PPUD" - (PRE-PLANNED UNIT DEVELOPMENT). SETBACK AND PARKING REQUIREMENTS AND HEIGHT AND FLOOR SPACE AREA RESTRICTIONS TO BE DETERMINED WHEN DEVELOPMENT PLAN IS FINALIZED.

**TABLE "A", ITEM #16:**  
• OBSERVED NO EVIDENCE

**TABLE "A", ITEM #17:**  
• NO RIGHT-OF-WAY CHANGES  
• OBSERVED NO EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS

○	"NET" 0.750" O.D. X 18" LONG REMOVING BAR BEARING 1,500 LBS. PER LINEAL FOOT.
+	"NET" CHEELED CROSS
⊥	LIGHT POLE
⊙	SIEN
⊙	GAS VALVE
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	MANHOLE
⊙	STORM INLET
⊙	ELECTRIC PEDESTAL/WATER
⊙	TELEPHONE PEDESTAL
⊙	CABLE PEDESTAL
⊙	TRANSFORMER
⊙	STREET TREE
⊙	SANITARY SEWER
⊙	WATERMAIN
⊙	STORM SEWER
⊙	CABLE LINE
⊙	GAS MAIN
⊙	ELECTRIC LINE
⊙	TELEPHONE LINE



**LEGAL DESCRIPTION: (PER TITLE PLAT)**

PARCEL 1  
Lot 1 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 2  
Lot 2 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322001

PARCEL 3  
Lot 3 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 4  
Lot 4 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 5  
Lot 5 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 6  
Lot 6 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

**LEGAL DESCRIPTION: (AS SURVEYED)**

PARCEL 1  
Lot 1 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 2  
Lot 2 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322001

PARCEL 3  
Lot 3 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 4  
Lot 4 is 507th PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

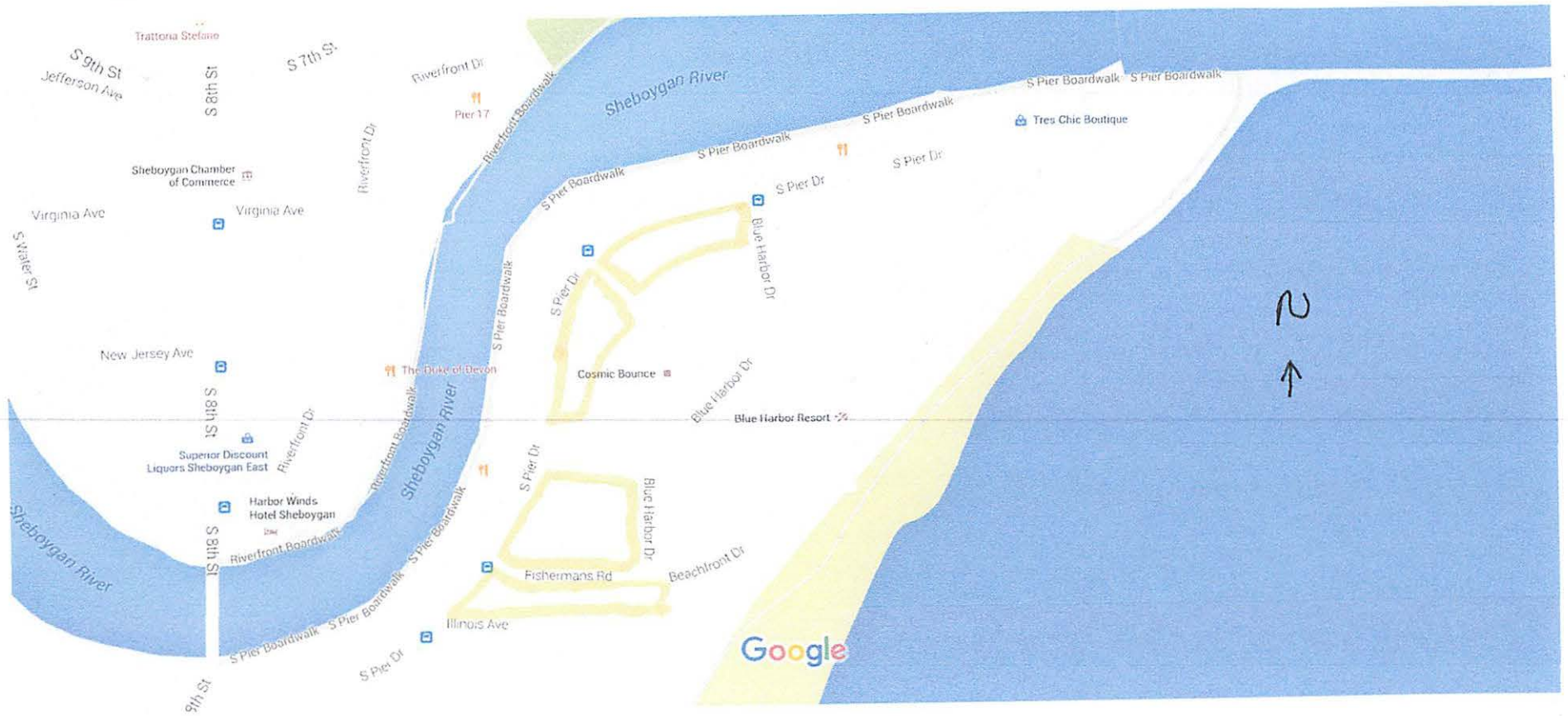
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Tax Key No. 56281322008

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Tax Key No. 56281322008

DATE:	DESCRIPTION:	REVISION HISTORY:
MAY 20, 2016	ALTA/NSPS LAND TITLE SURVEY	
JOB NUMBER:	16-003-993-01	
	SHEET	
	1 OF 1	

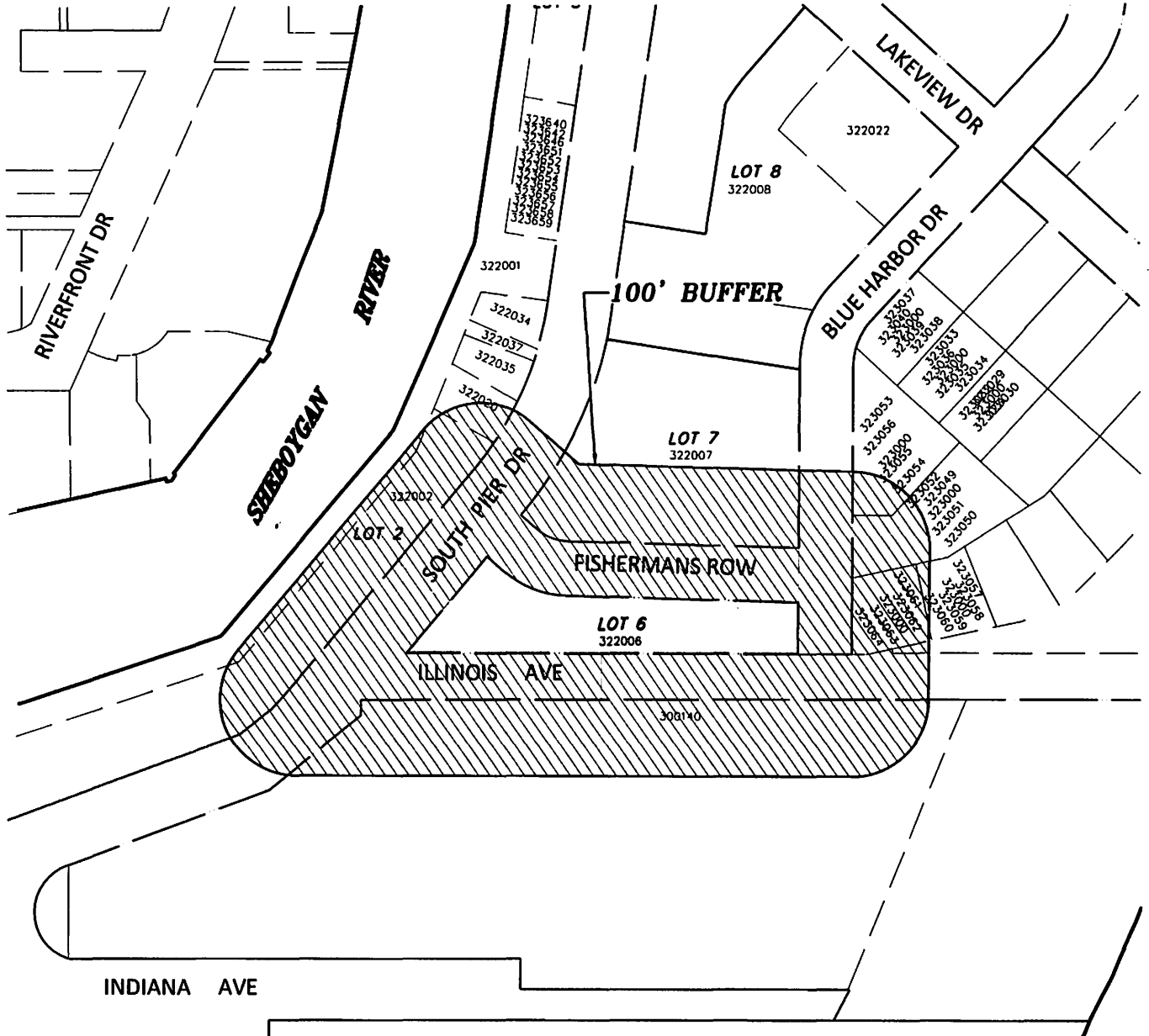
**PROJECT:**  
"SOUTH PIER"  
SHEBOYGAN, WISCONSIN  
PREPARED FOR:  
HCI PROPERTIES  
10080 W. LOOMS ROAD  
FRANKLIN, WI 53132

12800 NORTH AVE, BLDG 7  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1483  
FAX: (262) 790-1481  
WWW.TRIOENGINEERING.COM



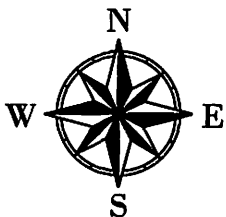
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



INDIANA AVE

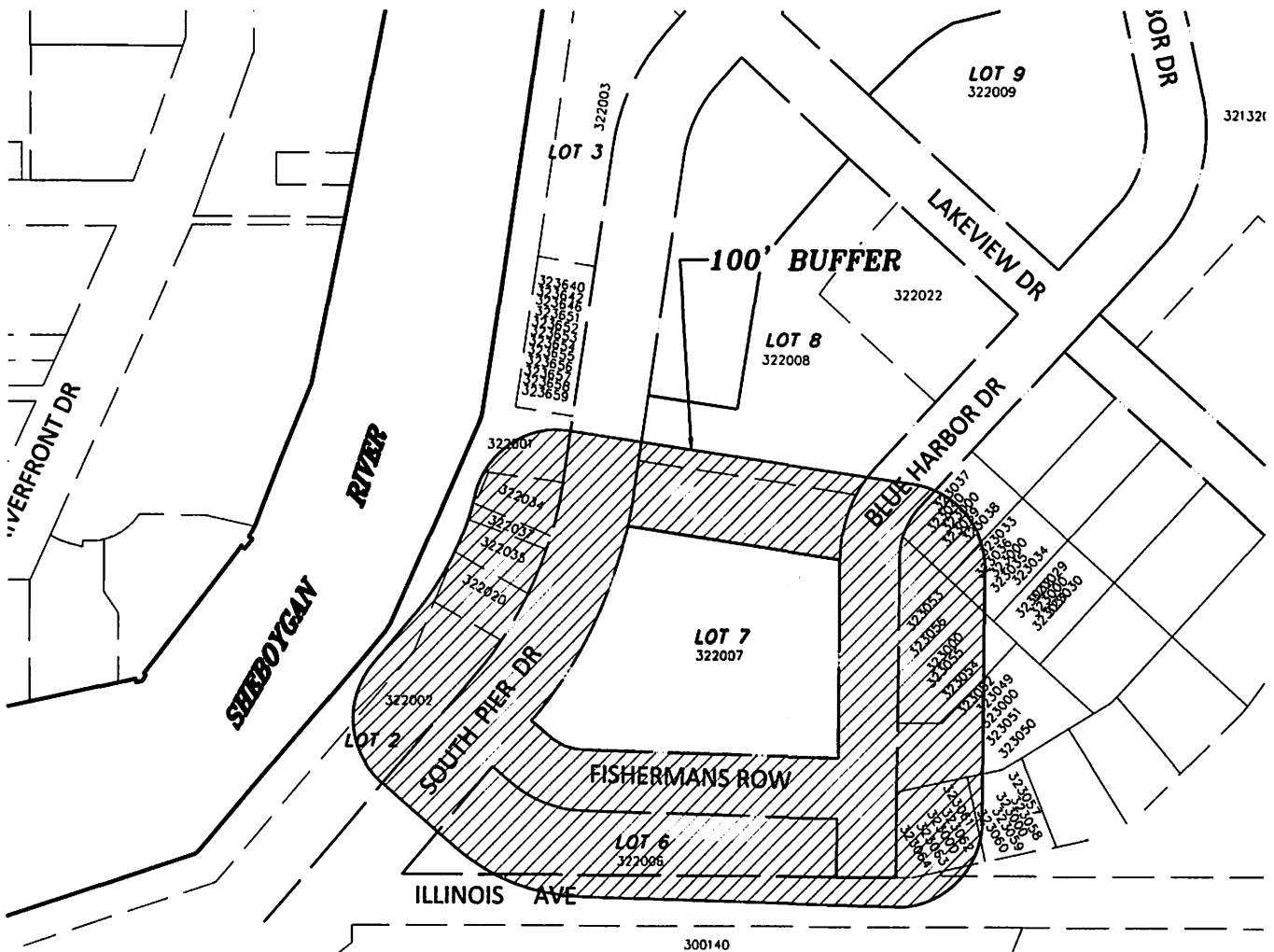
ALL SOUTH PIER AREA ZONED PPUD



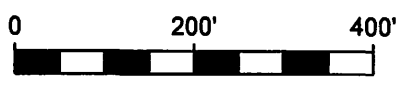
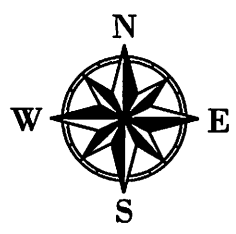
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.



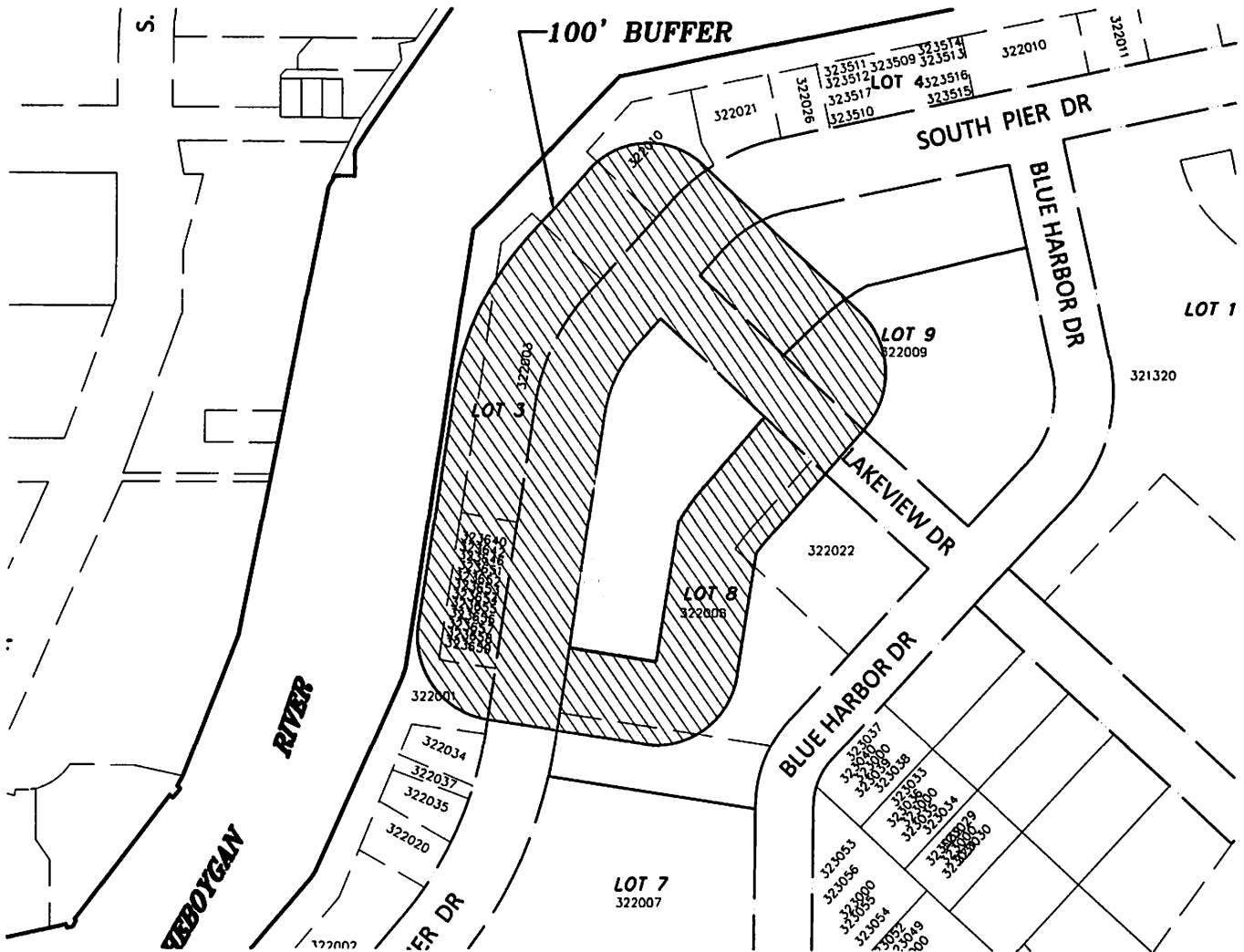
ALL SOUTH PIER AREA ZONED PPUD



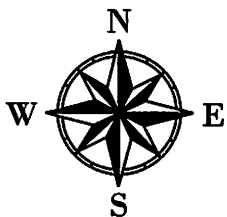
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 23 AND THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.



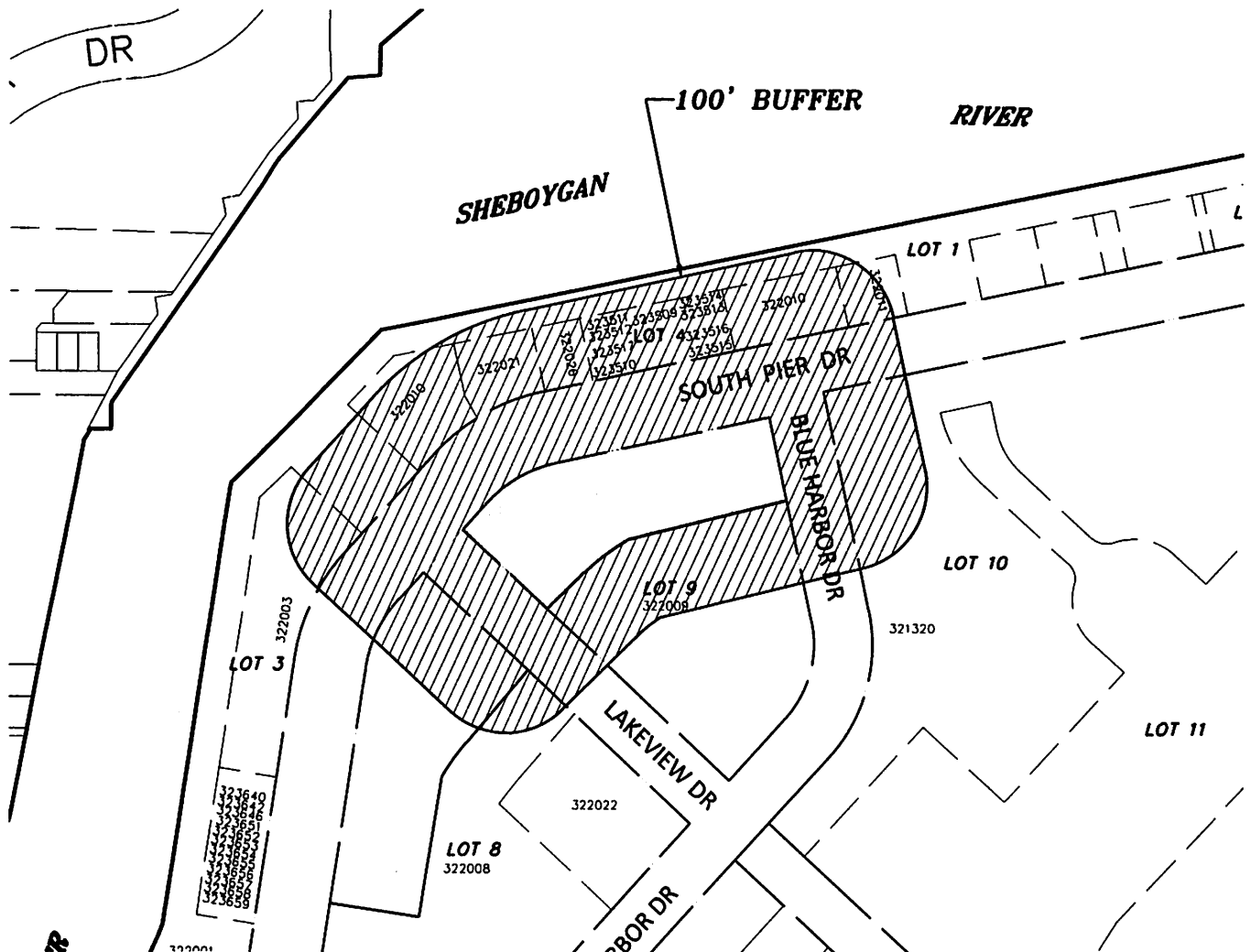
ALL SOUTH PIER AREA ZONED PPUD



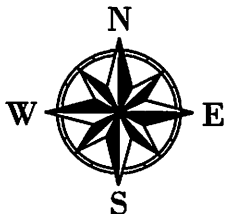
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 23, T. 15 N., R. 23 E.

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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ALL SOUTH PIER AREA ZONED PPUD



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 160979

License No: 0000

Date: 06/03/2016

Received By: MMD

Received From: HCI PROPERTIES LLC

Memo: ZONING APP FEE - SOUTH PIER DEVELOPMENT

Method of Payment: \$200.00 Check No. 2121

Total Received: \$200.00

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

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

# South Pier Luxury Apartments

Sheboygan, WI

**Construction Begins Summer 2016 / Occupancy Spring 2017**

- An amazing opportunity to live close to the Sheboygan River and Lake Michigan along with the many lifestyle shops, restaurants and amenities
- 88 luxury apartments located on the beautiful and popular South Pier Peninsula
- Easy access to restaurants, boutique shops and walking trails
- Elegant row house architecture
- 1 and 2 bedroom units – all with Dens
- Private entrances and attached garages
- Designer kitchens with islands
- Open concept floor plans
- Modern in unit amenities including large decks, dishwashers, central air conditioning and Kohler Fixtures
- Amazing views of the Sheboygan River and Lake Michigan
- Leasing options from \$1095 - \$1500 per month

# General Development Plan

6-1-16

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**Intent of Document:**

The intent of the document is to provide the City of Sheboygan with a General Development Plan that summarizes the components of the South Pier Apartments project and to request PUD zoning and approval pursuant to the City of Sheboygan Zoning Code Section 15.914.

**Project Name:**

South Pier Apartments – Subject to change

**Project Owner:**

South Pier Sheboygan, LLC

HCI Properties WI, Inc.

**Submitted By:**

Horizon Capital Investments, LLC

Joseph T. Grasch – Partner

David Griffith – Partner

10060 W. Loomis Road

Franklin, WI 53132

414-406-2001

**Contacts:**

Chris Hitch – Engineer

Trio Engineering

12660D W. North Ave

Brookfield, WI 53005

Office 262-790-1480 x108

Cell 262-434-0296

David “Koz” Koscielniak – Architect

Kozitecture

12310 W. Waterford Drive

Greenfield, WI 53228

Cell 414-303-8489

Jared Burbach – Builder

Burbach Builders

W185 S8095 Racine Ave

Muskego, WI 53150

Office 262-679-5154

Cell 414-241-5858

**Zoning Request & Proposed Zoning Changes:**

Existing Zoning – PPUD

Proposed Zoning – South Pier Sheboygan PUD

See Proposed Zoning Change Sheets on pages 5-8.

**Development Parcels:**

The project area contains a total of 4.73 acres on four development parcels. Below are the specific sizes of each development parcel as represented on the actual CSM's on pages 17-19.

Site "A" - .98 Acres

Site "B" – 1.13 Acres

Site "C" – 1.75 Acres

Site "D" - .87 Acres

**Existing Land Use:**

All parcels are vacant land and have no current use.

**Surrounding Land Uses:**

North – Blue Harbor Resort, restaurants, boutique shopping, recreational retail and Park

South – Vacant land

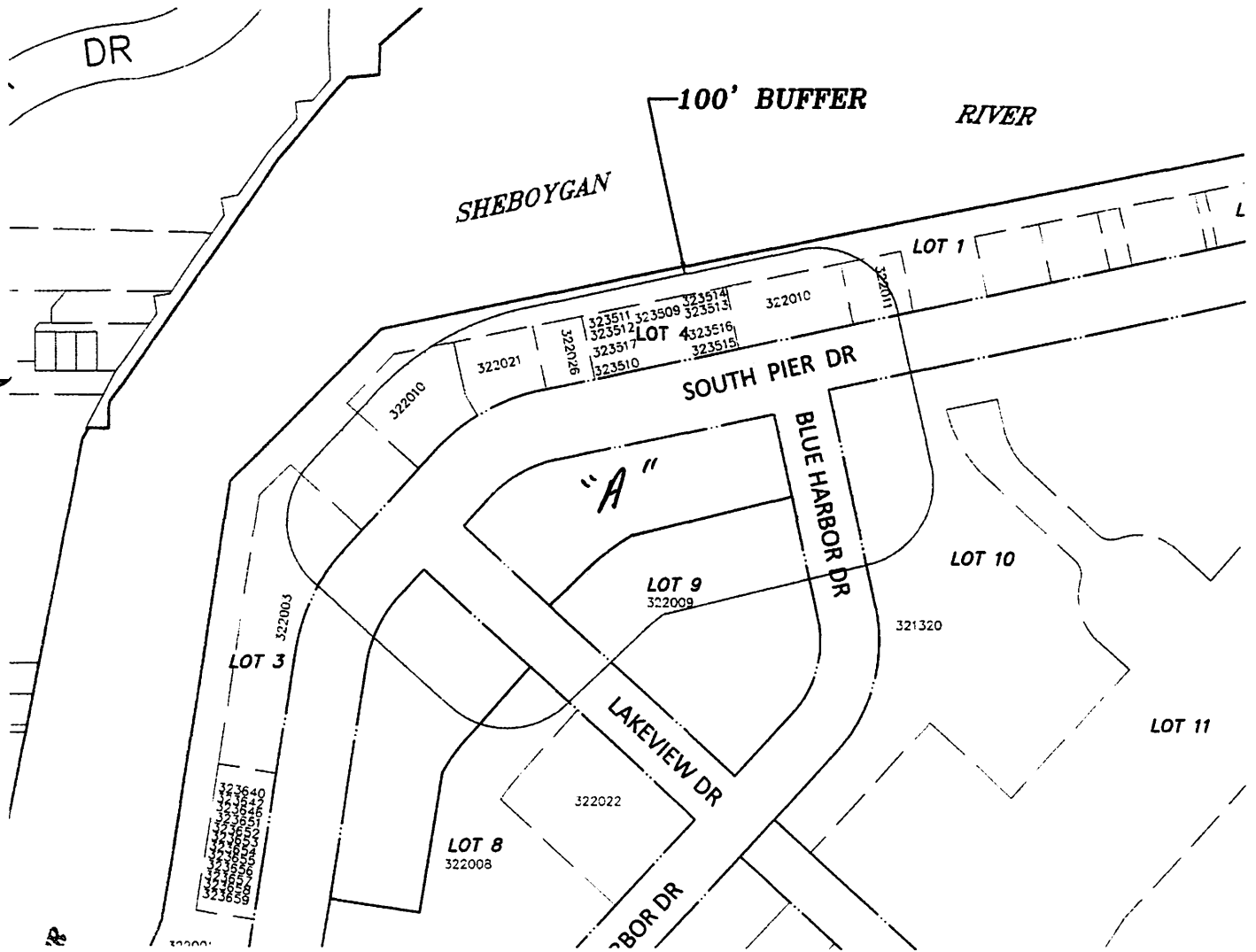
East – Blue Harbor Resort, future space port, parking lots

West – Restaurants, boutique shopping, recreational retail and vacant land

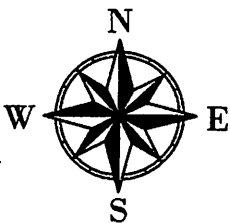
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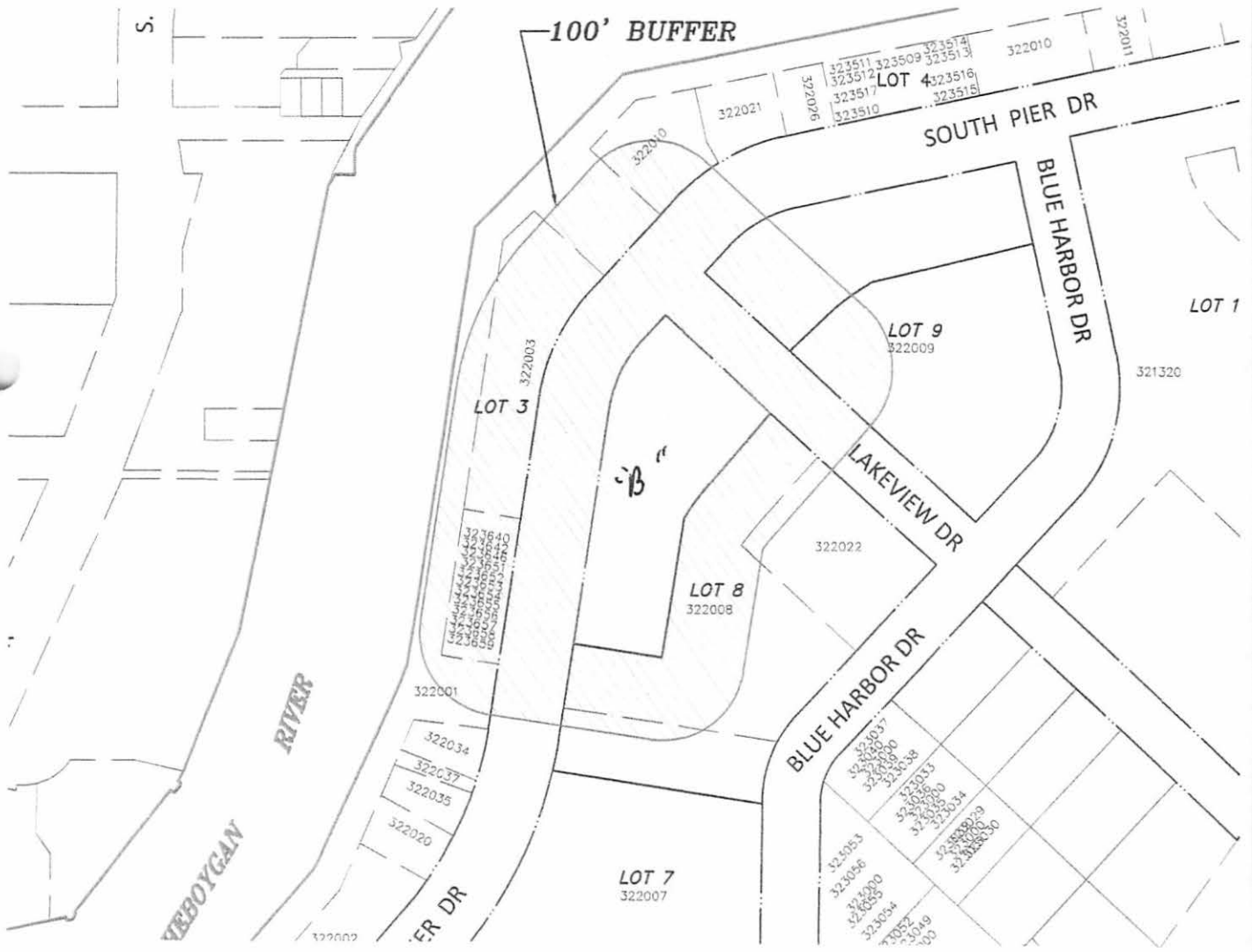
ALL SOUTH PIER AREA ZONED PPUD



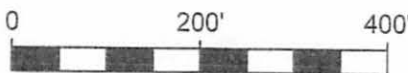
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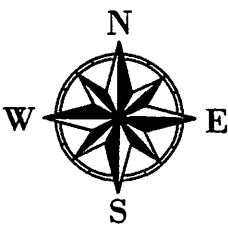
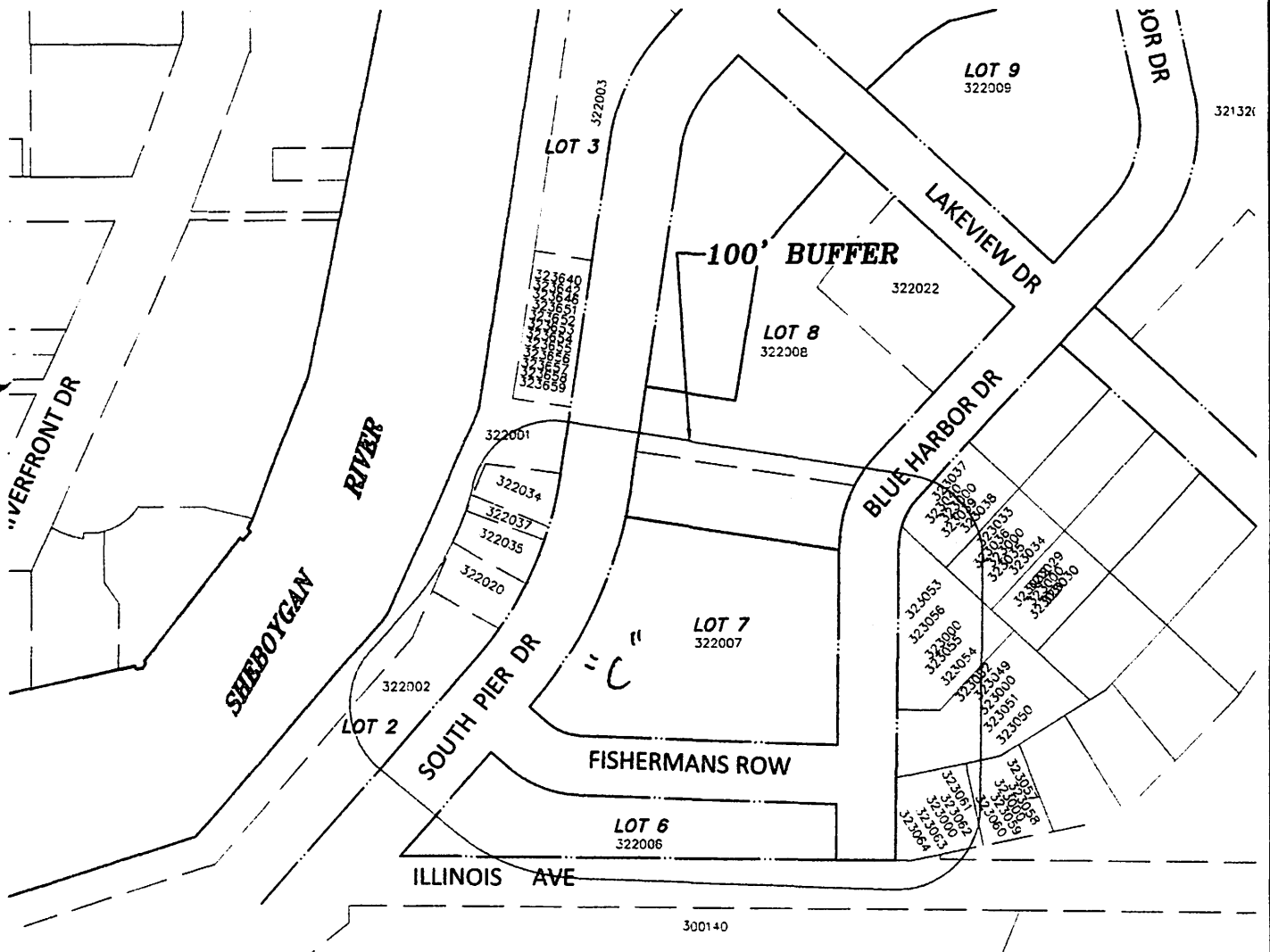
ALL SOUTH PIER AREA ZONED PPUD



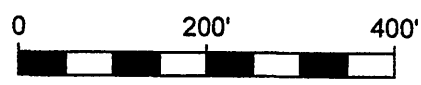
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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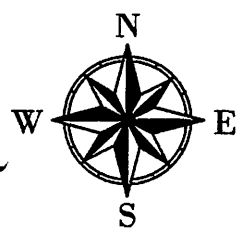
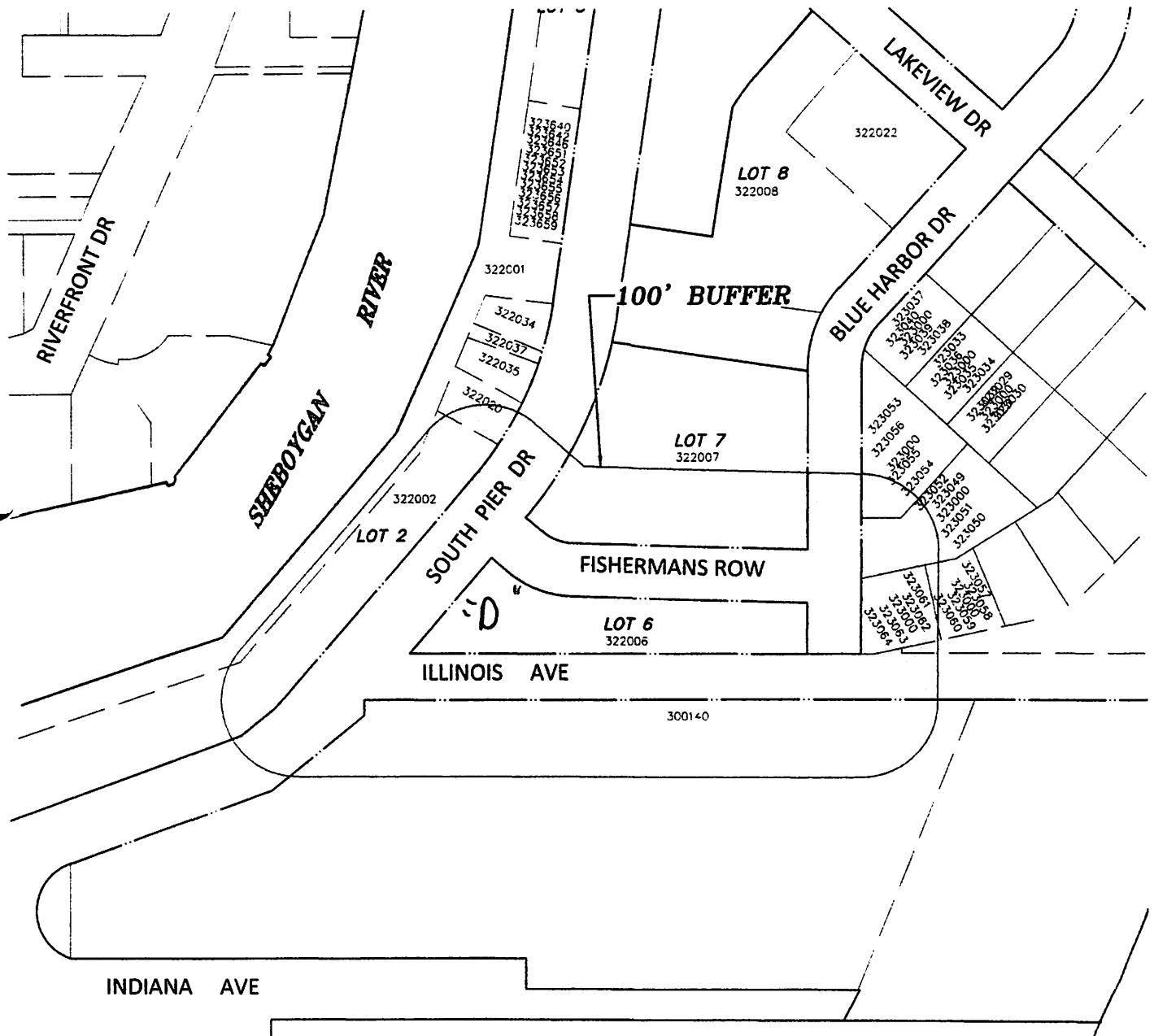


ALL SOUTH PIER AREA ZONED PPUD

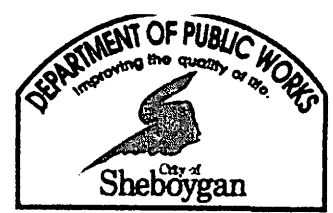


# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



ALL SOUTH PIER AREA ZONED PPUD





Google earth

miles  
km

3

5





S. Commerce St & Jefferson Ave. (Shoreline Metro Office)

South Pier

*South Pier  
Apartments*

Google earth

Google earth

feet  
meters

2000

800



## Nearby Property Owners:

<b>DIRECTION</b>	<b>TAX ID</b>	<b>ADDRESS</b>	<b>OWNER</b>
WEST	59281322020	682 SOUTH PIER DRIVE	DAYESEYE, LLC
WEST	59281322037	668 SOUTH PIER DRIVE	PHOHIBITION BISTRO 668, LLC
WEST	59281322034	668 SOUTH PIER DRIVE	PROHIBITION BISTRO 668, LLC
WEST	59281323659	652 SOUTH PIER DRIVE	DANIEL C. WILSON
WEST	59281323658	650 SOUTH PIER DRIVE	RANDALL W. MEYER
WEST	59281323657	650 SOUTH PIER DRIVE	PAUL RADERMACHER
WEST	59281323656	650 SOUTH PIER DRIVE	MOSCHWARZ, LLC
WEST	59281323655	650 SOUTH PIER DRIVE	MOSCHWARZ, LLC
WEST	59281323654	650 SOUTH PIER DRIVE	HILDA CIESZKI
WEST	59281323653	650 SOUTH PIER DRIVE	MOSCHWARZ, LLC
WEST	59281323652	650 SOUTH PIER DRIVE	BKCC, LLC
WEST	59281323651	650 SOUTH PIER DRIVE	BKCC, LLC
WEST	59281323646	646 SOUTH PIER DRIVE	DANIEL C. WILSON
WEST	59281323642	642 SOUTH PIER DRIVE	DANIEL C. WILSON
WEST	59281323640	640 SOUTH PIER DRIVE	GREGORY ZASTROW
WEST	59281322003	VACANT LAND	RDA
WEST	59281322002	718 SOUTH PIER DRIVE	RDA
WEST	59281322010	VACANT LAND	RDA
WEST	59281322035	676 SOUTH PIER DRIVE	DAN CHARTERS WELCH
WEST	59281322021	534 SOUTH PIER DRIVE	SPARROWS POINT, LLC
WEST	59281322026	528 SOUTH PIER DRIVE	SPARROWS POINT, LLC
WEST	59281323510	510 SOUTH PIER DRIVE	ANGLERS AVE, LLC
WEST	59281323511	514 SOUTH PIER DRIVE	DAVID ALTMAYER
WEST	59281323517	518 SOUTH PIER DRIVE	ANGLERS AVE, LLC
WEST	59281323512	514 SOUTH PIER DRIVE	PAUL VREEKE
WEST	59281323516	522 SOUTH PIER DRIVE	TRES CHIC REAL
WEST	59281323513	514 SOUTH PIER DRIVE	NEW HORIZON DEVELOPMENT
WEST	59281323515	524 SOUTH PIER DRIVE	SPARTACUS PROPERTIES, LLC
WEST	59281323514	514 SOUTH PIER DRIVE	DONNA SUSCHA
WEST	59281321310	725 BLUE HARBOR DRIVE	SHEBOYGAN ACQUISITIONS, LLC
WEST	59281322022	802 BLUE HARBOR DRIVE	SHEBOYGAN ACQUISITIONS, LLC
NORTH	59281322011	434 SOUTH PIER DRIVE	R&M MOELLER, LLC
NORTH	59281322033	342 SOUTH PIER DRIVE	R&M MOELLER, LLC
NORTH	59281322001	VACANT LAND	RDA
NORTH	59281322025	VACANT LAND	RDA
NORTH	59281322032	VACANT LAND	RDA
NORTH	59281322029	422 SOUTH PIER DRIVE	M&H DEVELOPMENT, LLC
NORTH	59281322028	322 SOUTH PIER DRIVE	HARBOR POINT MINIATURE

EAST	59281323001	435 BEACHFRONT LANE	TRENNA PROPERTY
EAST	59281323002	437 BEACHFRONT LANE	736 BLUE HARBOR, LLC
EAST	59281323003	439 BEACHFRONT LANE	SHEBOYGAN ACQUISITIONS, LLC
EAST	59281323004	441 BEACHFRONT LANE	ANTHONY & KATHLEEN EVERS
EAST	59281323005	427 BEACHFRONT LANE	ROBERT & DARA SCHNEIDER
EAST	59281323006	429 BEACHFRONT LANE	BKR PROPERTIES, LLC
EAST	59281323007	431 BEACHFRONT LANE	SHEBOYGAN RESORT OPERATOR, LLC
EAST	59281323008	433 BEACHFRONT LANE	LOMAT SW DEVELOPMENT, LLC
EAST	59281323009	419 BEACHFRONT LANE	CARL & MARY KLEINHEINZ
EAST	59281323010	421 BEACHFRONT LANE	WOLFGANG R.W.HEMSCHIK
EAST	59281323011	423 BEACHFRONT LANE	T&S DEVELOPMENT CO.
EAST	59281323012	425 BEACHFRONT LANE	CLAREMONT NEW FRONTIER
EAST	59281323013	411 BEACHFRONT LANE	SCHWEIBL HOLDINGS, LLC
EAST	59281323014	413 BEACHFRONT LANE	413 BEACHFRONT, LLC
EAST	59281323015	415 BEACHFRONT LANE	415 BEACHFRONT, LLC
EAST	59281323016	417 BEACHFRONT LANE	LINDA & LAWRENCE GAVIN
EAST	59281323017	807 BEACHFRONT DRIVE	GERALD FARSYTHE
EAST	59281323018	809 BEACHFRONT DRIVE	MICHAEL & ANNEKE SCHLICHT
EAST	59281323019	811 BEACHFRONT DRIVE	JOHN R BRIGHAM
EAST	59281323020	813 BEACHFRONT DRIVE	GERALD FARSYTHE
EAST	59281323037	436 BEACHFRONT COURT	GERALD FARSYTHE
EAST	59281323038	438 BEACHFRONT COURT	SHEBOYGAN ACQUISITIONS, LLC
EAST	59281323039	440 BEACHFRONT COURT	PATER & KRISTA WODARZ
EAST	59281323040	442 BEACHFRONT COURT	OPEN OUTCRY RENTALS
EAST	59281323033	428 BEACHFRONT COURT	PHILRO, LLC
EAST	59281323034	430 BEACHFRONT COURT	STEVEN & SHEILA BOOTH
EAST	59281323035	432 BEACHFRONT COURT	BRANDON & JENNIFER NELSON
EAST	59281323036	434 BEACHFRONT COURT	WILLIAM NOONAN
EAST	59281323029	420 BEACHFRONT COURT	MICHAEL & ANNEKE SCHLICHT
EAST	59281323030	422 BEACHFRONT COURT	BRYAN & MELISSA ANDERSON
EAST	59281323031	424 BEACHFRONT COURT	424 BEACHFRONT COURT, LLC
EAST	59281323032	426 BEACHFRONT COURT	STEVEN & KAROL NELSON
EAST	59281323025	412 BEACHFRONT COURT	OSCAR REAL ESTATE, LLC
EAST	59281323026	414 BEACHFRONT COURT	THOMAS & JANET SATHER
EAST	59281323027	416 BEACHFRONT COURT	WATERBABIES, LLC
EAST	59281323028	418 BEACHFRONT COURT	PALATINE RESORT
EAST	59281323021	817 BEACHFRONT DRIVE	J. PAHAR FAMILY, LLC
EAST	59281323022	819 BEACHFRONT DRIVE	MOJOHN GROUPO, LLC
EAST	59281323023	821 BEACHFRONT DRIVE	821 BEACHFRONT DRIVE, LLC
EAST	59281323024	823 BEACHFRONT DRIVE	PAUL SCHOLL

EAST	59281323041	825 BEACHFRONT DRIVE	DAVID ROBERT & DEANNE MARIE LESLIE TRUST
EAST	59281323042	827 BEACHFRONT DRIVE	827 BEACHFRONT DRIVE, LLC
EAST	59281323043	829 BEACHFRONT DRIVE	DAD'S GROUP, LLC
EAST	59281323044	831 BEACHFRONT DRIVE	JOHN & ROBERT BRIGHAM
EAST	59281323045	833 BEACHFRONT DRIVE	833 BEACHFRONT DRIVE, LLC
EAST	59281323046	835 BEACHFRONT DRIVE	835 BEACHFRONT DRIVE, LLC
EAST	59281323047	837 BEACHFRONT DRIVE	SPLISH SPLASH, LLC
EAST	59281323048	839 BEACHFRONT DRIVE	KENNETH & VICKI ZIMMERMANN
EAST	59281323057	841 BEACHFRONT DRIVE	KEVIN & ELIZABETH KURZ
EAST	59281323058	843 BEACHFRONT DRIVE	KAREN & BILL RODDY
EAST	59281323059	845 BEACHFRONT DRIVE	DEERFIELD BLUE HARBOR
EAST	59281323060	847 BEACHFRONT DRIVE	WILLIAM & SALLY ZEINEMANN
EAST	59281323061	849 BEACHFRONT DRIVE	DONALD & MARGUERITE BARSHCHEL
EAST	59281323062	851 BEACHFRONT DRIVE	PLANETTEK, LLC
EAST	59281323063	853 BEACHFRONT DRIVE	RACHEL SHIELDS
EAST	59281323064	855 BEACHFRONT DRIVE	THOMAS & JOYCE ATKINS
EAST	59281323053	423 BEACHFRONT COURT	RACHEL SHIELDS
EAST	59281323054	425 BEACHFRONT COURT	FLAHERTY INVESTMENT
EAST	59281323055	427 BEACHFRONT COURT	AMERICAN ORTHODANTICS CORP
EAST	59281323056	429 BEACHFRONT COURT	FREDRICK ZILLNER
EAST	59281323049	415 BEACHFRONT COURT	LIFES A HOLIDAY, LLC
EAST	59281323050	417 BEACHFRONT COURT	DUSTIN & AMANDA YOUNG
EAST	59281323051	419 BEACHFRONT COURT	TIMOTHY FREY
EAST	59281323052	421 BEACHFRONT COURT	EDWARD & SUSAN DAVIS
SOUTH	59281300140	502 INDIANA	NEW MIDWEST PROPERTIES

---

### **Development Concept:**

The South Pier Apartments will be a luxury apartment brand that will be a great addition to the South Pier peninsula and a major catalyst for future development. Additionally, this project will provide much needed housing for major local businesses and manufactures that are hiring new employees from out of the area. Recent market studies have discovered that there is a shortage of housing for new employees moving into the area and that there is a heavy demand for new lifestyle housing that the South Pier Apartments was designed to attract.

### **Why PUD:**

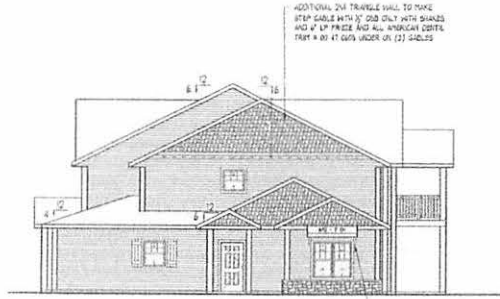
The site is currently zoned as a Pre-Planned Unit Development (PPUD) District, which means this site is unique to the city and will require special attention to land use and aesthetic design.

The South Pier Apartments PUD 2016 will allow the design flexibility to create a new high quality residential complex and maintain a pedestrian friendly / side walk / lifestyle environment

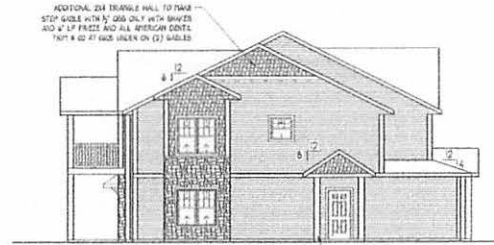




FRONT ELEVATION  
1/8" = 1'-0"



RIGHT ELEVATION  
1/8" = 1'-0"



LEFT ELEVATION  
1/8" = 1'-0"



REAR ELEVATION  
1/8" = 1'-0"

**CUSTOMER APPROVAL**

ALL APPROVALS, PERMITS AND INSURANCE DOCUMENTATION MUST BE OBTAINED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

Customer's Signature: \_\_\_\_\_

Check Boxes if Applicable  
 Detailed signed and sealed Plans. Storage for the duration of \_\_\_\_\_ will be required for permitting purposes prior to shipment of home.

PLEASE SIGN AND RETURN THIS COPY TO AMWOOD

ELEVATIONS

THIS PLAN IS THE PROPERTY OF

**Amwood CUSTOMER HOMES**

"Finely Blended Sophistication"

P.O. Box 381, Amwood, MI 53007-0381  
 608-758-7398 fax 608-758-3442  
[www.amwoodhomes.com](http://www.amwoodhomes.com)

CHECKED BY

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- Amwood Homes, Inc. and/or its owner shall have construction site rights for use of their blueprints, drawings, plans and/or specifications.

TITLE	DATE	BY	DATE	CODE	BY	DATE
Plan / Custom					JOP	05/05/14
Revision					JOP	05/06/14
Revision					JOP	05/08/14
Revision						

Cust. No. 9003  
 P.O. No. 9051  
 Job No. MU-604  
 6/10/14



18

**SHEET NUMBER**  
L100

**DATE**  
08/11/2016

**SCALE**  
1" = 30'

**PROJECT NUMBER**  
148 PIER (000) 342-0311

**PROJECT NAME**  
SOUTH PIER TOWNHOMES  
CITY OF SHEBOYGAN, WI

**LANDSCAPE PLAN**  
SOUTH

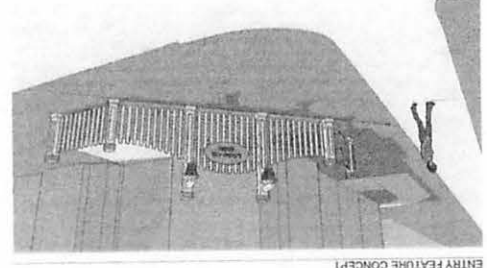
**DESIGNER**  
R.A. Smith National  
Beyond Surveying  
and Engineering

**CLIENT**  
CITY OF SHEBOYGAN, WI

**GRAPHIC SCALE**  
0 15 30 60

**NORTH**

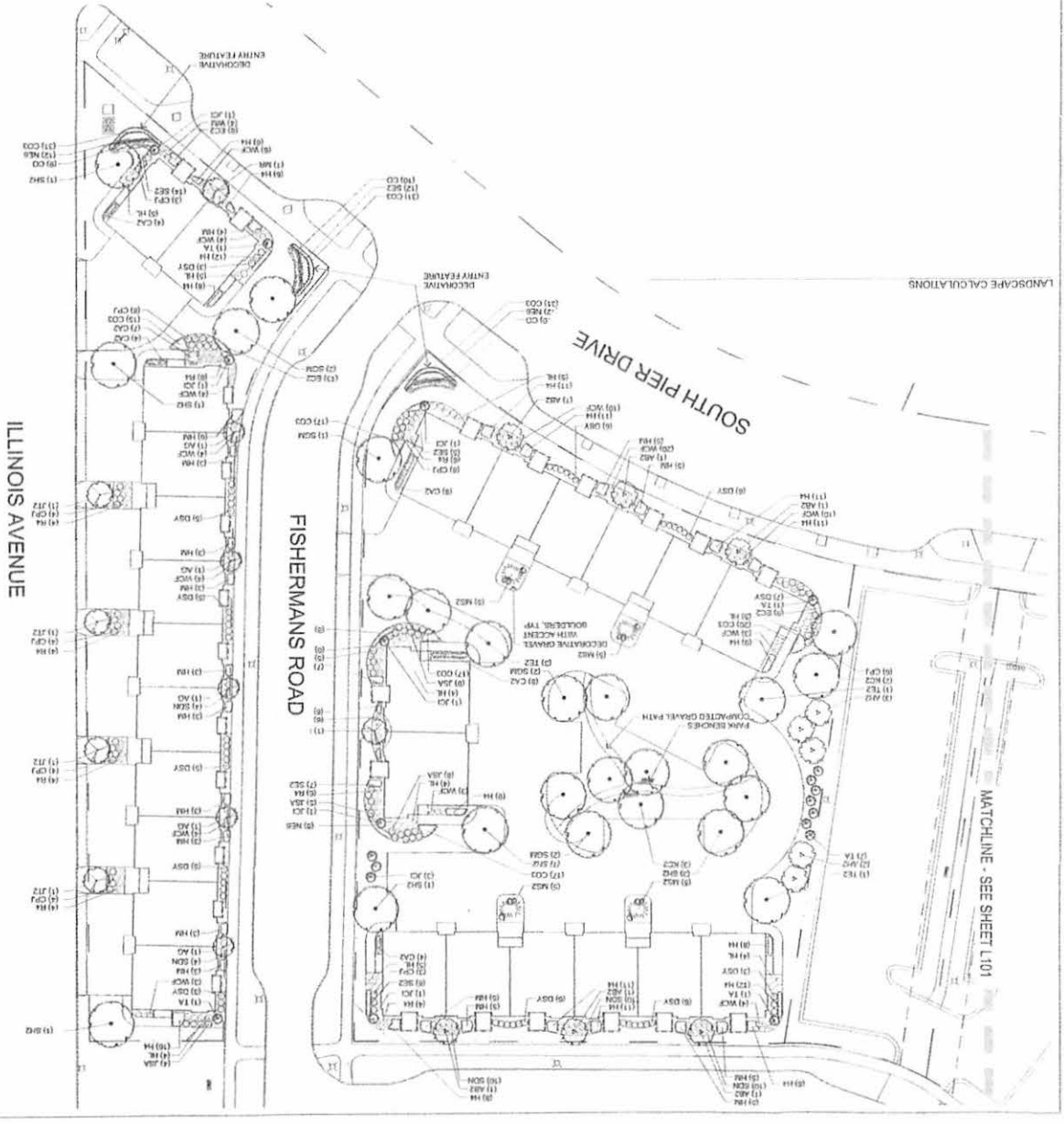
**THIS PLAN IS FOR MUNICIPAL REVIEW  
OR CONSTRUCTION PURPOSES**



**PLANT SCHEDULE SOUTH**

Note: Plant used in a previous project may not be the same quality and quantity as specified in construction documents.

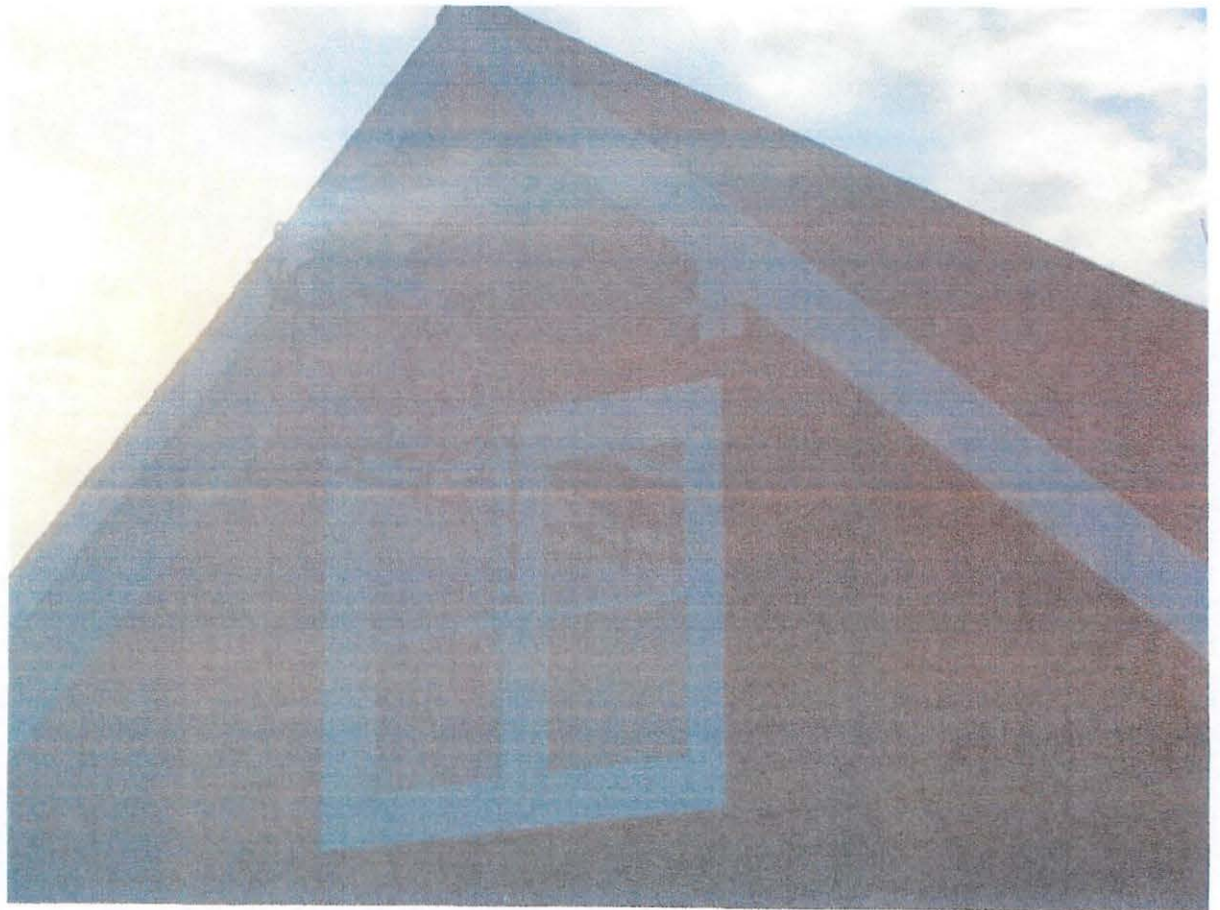
PLANT	DESCRIPTION	QUANTITY
001	SPRING BURNING BUSH	1
002	DOGWOOD	1
003	DOGWOOD	1
004	DOGWOOD	1
005	DOGWOOD	1
006	DOGWOOD	1
007	DOGWOOD	1
008	DOGWOOD	1
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096	DOGWOOD	1
097	DOGWOOD	1
098	DOGWOOD	1
099	DOGWOOD	1
100	DOGWOOD	1



### General Signage Plan:

Project signage will be accomplished in two distinct ways.

1. Signage will be incorporated into the landscape plans as identified on pages 13-14 as Entry Feature Concept. A total of 5 such entry features will be installed at the property as identified on the landscape plans.
2. Each building will have a decorative “hanging” sign at strategic locations around the building focusing on the side elevations. All signs will be exact in terms of the hanging device, logo and color. See examples size and scale in the pictures below: Exact sign, art and hanging device TBD.

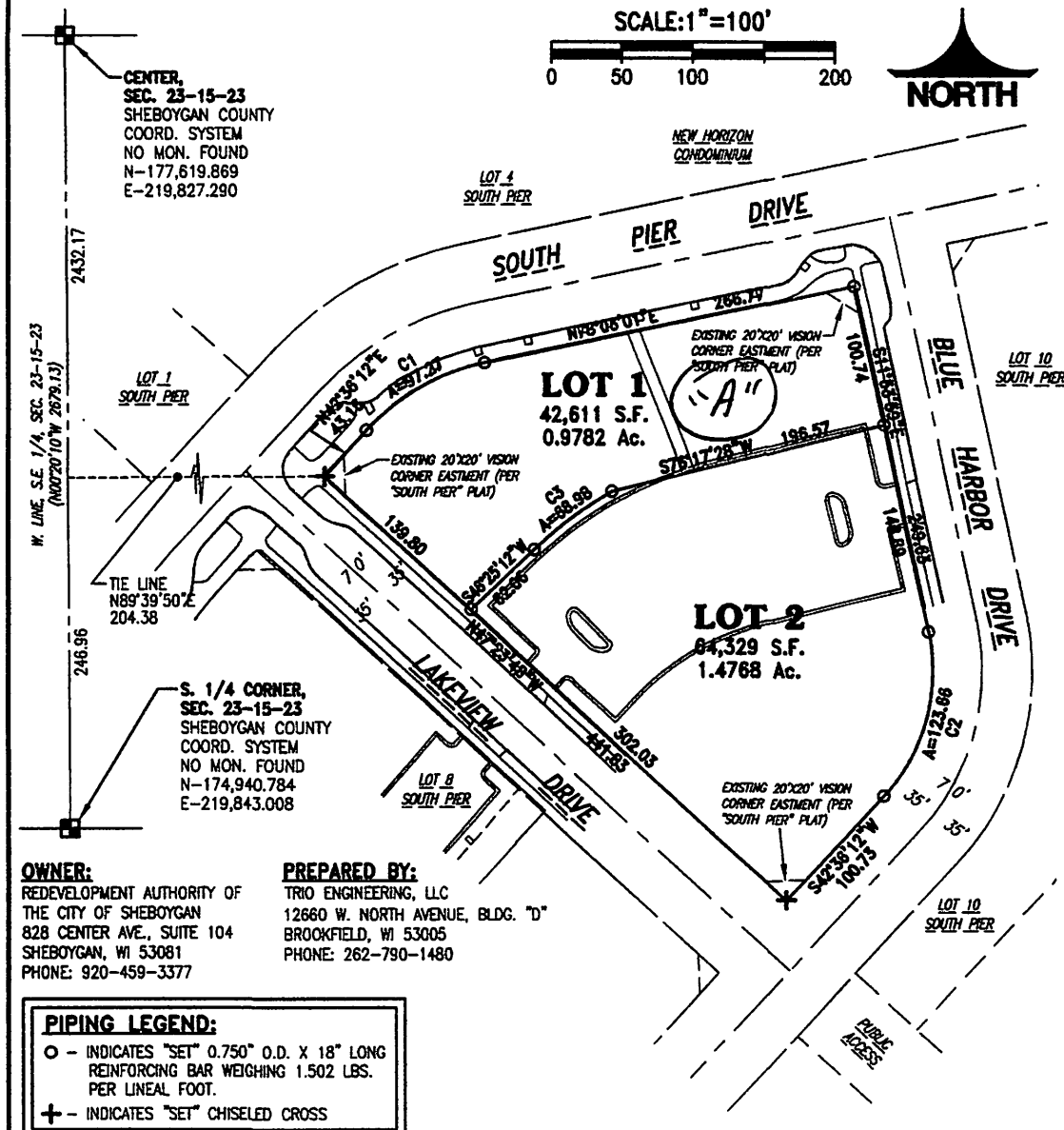
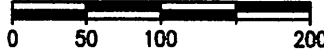




# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDVISION OF LOT 9 OF "SOUTH PIER", BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWN 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SCALE: 1" = 100'



**CENTER,**  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-177,619.869  
E-219,827.290

NEW HORIZON  
CONDOMINIUM

W. LINE, S.E. 1/4, SEC. 23-15-23  
(N00°20'10"W 2679.13)

**S. 1/4 CORNER,**  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-174,940.784  
E-219,843.008

**OWNER:**  
REDEVELOPMENT AUTHORITY OF  
THE CITY OF SHEBOYGAN  
828 CENTER AVE., SUITE 104  
SHEBOYGAN, WI 53081  
PHONE: 920-459-3377

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
12660 W. NORTH AVENUE, BLDG. "D"  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480

**PIPING LEGEND:**

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- ⊕ - INDICATES "SET" CHISELED CROSS

**CURVE TABLE:**

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	157.00	35°29'49"	97.27	95.72	N60°21'06.5"E	N42°36'12"E	N78°06'01"E
C2	130.00	54°30'11"	123.66	119.05	S15°21'06.5"W	S11°53'59"E	S42°36'12"W
C3	275.00	14°22'21"	68.98	68.80	S53°36'22.5"W	S60°47'33"W	S46°25'12"W

**GENERAL NOTES:**

- ALL BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, IN WHICH THE WEST LINE OF THE S.E. 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST, ASSUMED TO BEAR N00°20'10"W.
- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.



DRAFTED THIS 28th DAY OF APRIL, 2016  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

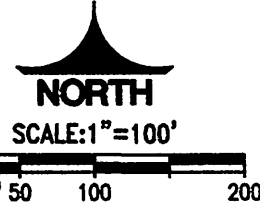
JOB NO. 16-003-993-01  
SHEET 1 OF 4

**CERTIFIED SURVEY MAP NO.**

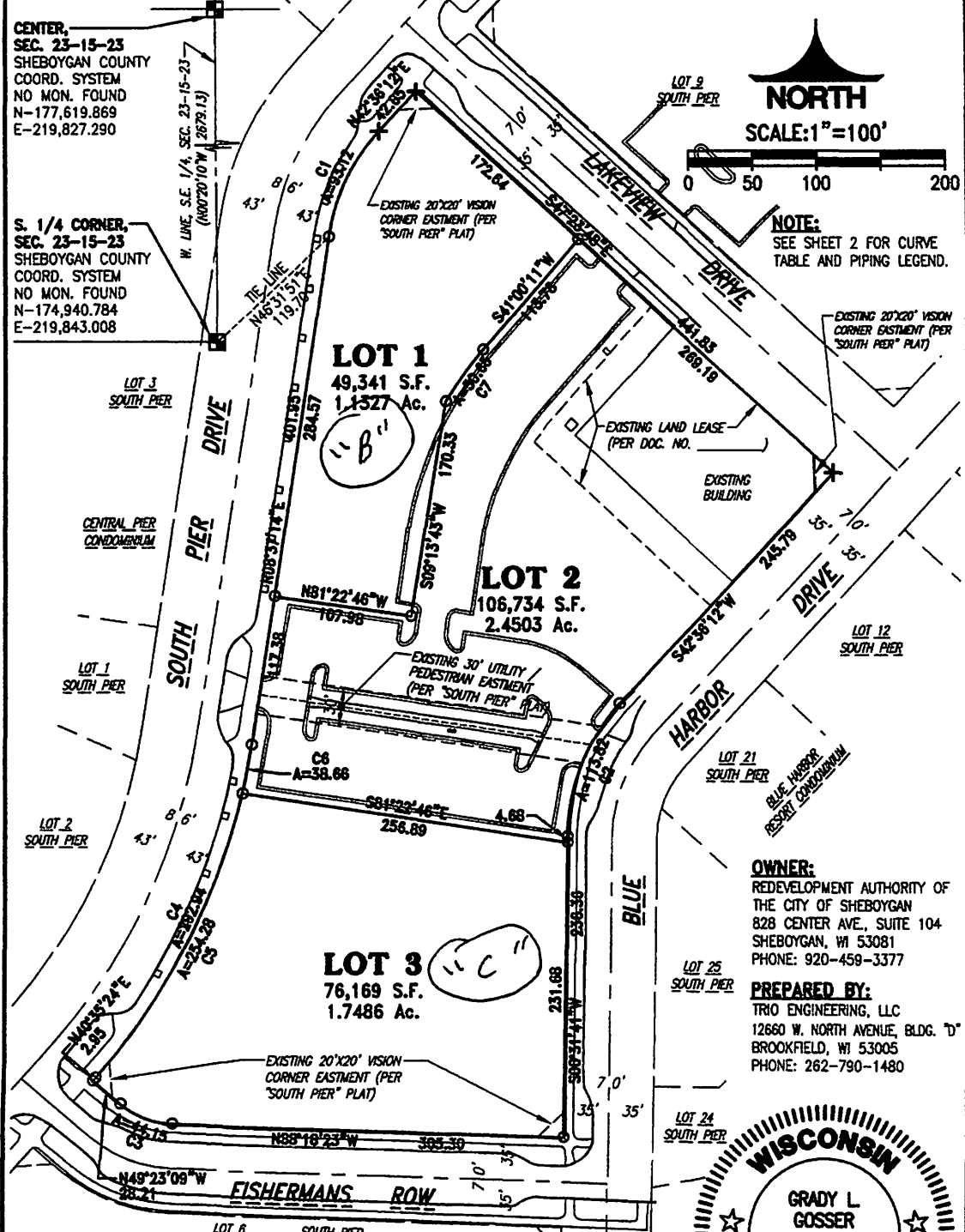
BEING A REDIVISION OF LOTS 7 AND 8 OF "SOUTH PIER", BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWN 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

**CENTER,**  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-177,619.869  
E-219,827.290

**S. 1/4 CORNER,**  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-174,940.784  
E-219,843.008



**NOTE:**  
SEE SHEET 2 FOR CURVE  
TABLE AND PIPING LEGEND.



**OWNER:**  
REDEVELOPMENT AUTHORITY OF  
THE CITY OF SHEBOYGAN  
828 CENTER AVE., SUITE 104  
SHEBOYGAN, WI 53081  
PHONE: 920-459-3377

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
12660 W. NORTH AVENUE, BLDG. "D"  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480



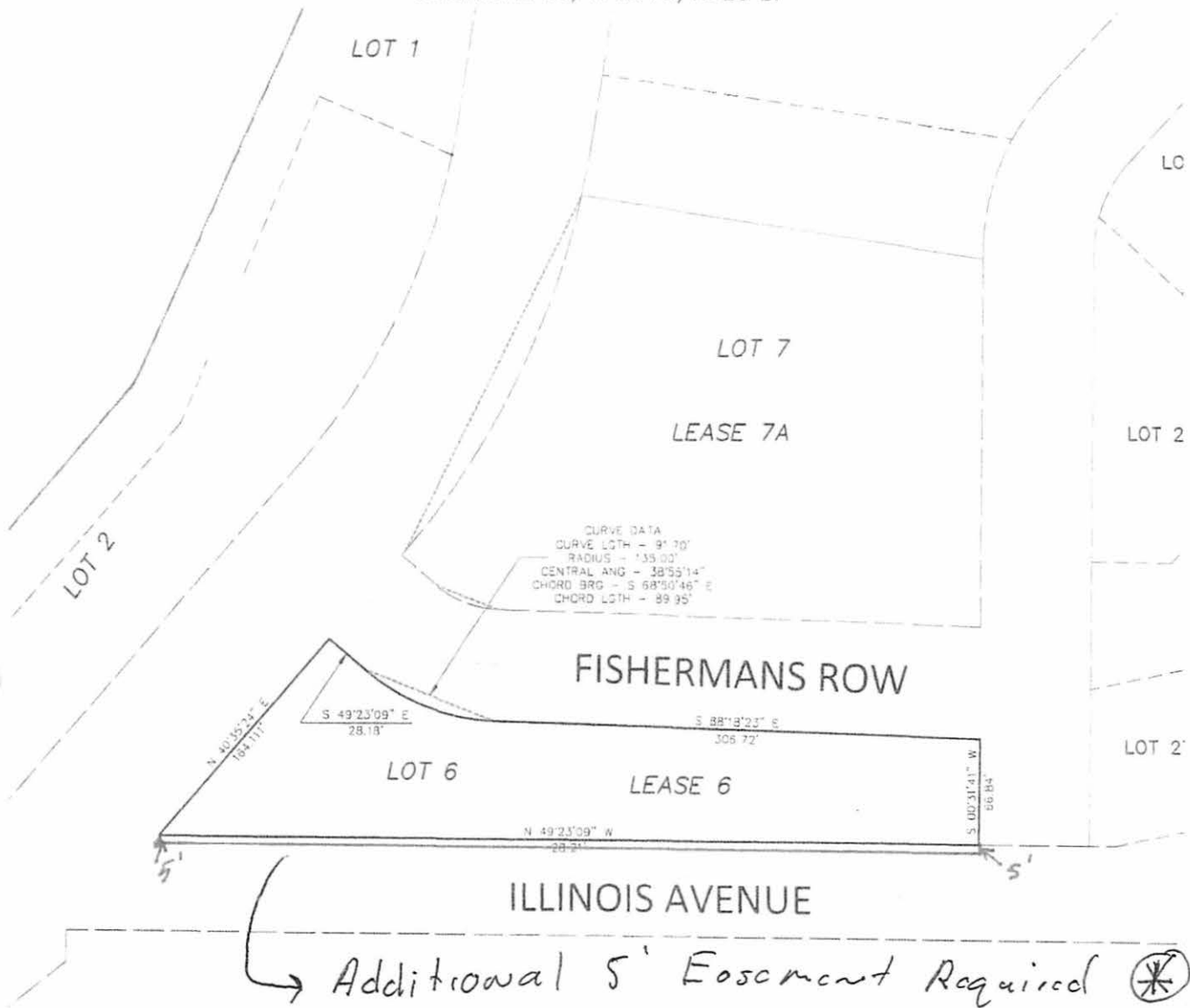
**GENERAL NOTES:**

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- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.

DRAFTED THIS 28th DAY OF APRIL, 2016  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 16-003-993-01  
SHEET 1 OF 5

GROUND LEASE DESCRIPTION  
 LOT 6, PLAT OF SOUTH PIER  
 SECTIONS 26, T. 15 N., R. 23 E.



BEING LOT 6 OF THE PLAT OF SOUTH PIER, LOCATED IN THE NORTH 1/2 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



LEGAL & PARCEL MAP



## Project Data:

<u>NUMBER</u>	<u>TYPE</u>		<u>FOOTAGE</u>	<u>Total Footage</u>	<u>UNIT RENT</u>	<u>COST / SQ. FT</u>
6	1 Bed / 1 Bath / Den / Lower - End Cap	1A	984	5,904	1,125	1.14
26	1 Bed / 1 Bath / Den / Lower - Interior	1B	984	25,584	1,095	1.11
4	1 Bed / 1 Bath / Den / Lower - End Cap - 4 Unit	1A	984	3,936	1,175	1.19
4	2 Bed / 2 Bath / Den / Lower / 2 Car Garage - End Cap	1F	1,130	4,520	1,450	1.28
4	2 Bed / 2 Bath / Den / Lower / 2 Car Garage - End Cap - 4 Unit	1F	1,130	4,520	1,500	1.33
10	2 Bed / 2 Bath / Den / Upper - End Cap	2A	1,444	14,440	1,475	1.02
8	2 Bed / 2 Bath / Den / Upper - End Cap - 4 Unit	2A	1,444	11,552	1,500	1.04
26	2 Bed / 2 Bath / Den / Upper - Interior	2B	1,444	37,544	1,445	1.00

## Site Data:

<b>Development "A"</b>		
Total Lot Size	0.978 AC	100.0%
Greenspace	0.303 AC	31.0%
Building	0.302 AC	30.9%
Parking	0.373 AC	38.1%
<b>Development "B"</b>		
Total Lot Size	1.133 AC	100.0%
Greenspace	0.356 AC	31.4%
Building	0.344 AC	30.4%
Parking	0.433 AC	38.2%
<b>Development "C"</b>		
Total Lot Size	1.749 AC	100.0%
Greenspace	0.639 AC	36.5%
Building	0.508 AC	29.1%
Parking	0.602 AC	34.4%
<b>Development "D"</b>		
Total Lot Size	0.872 AC	100.0%
Greenspace	0.199 AC	22.8%
Building	0.414 AC	47.5%
Parking	0.259 AC	29.7%
<b>Overall Development</b>		
Total Lot Size	4.732 AC	100.0%
Greenspace	1.497 AC	31.6%
Building	1.568 AC	33.2%
Parking	1.667 AC	35.2%

## **Project Narrative:**

The South Pier Luxury Apartments project will occupy 4 parcels previously identified as Lot A, B, C & D totaling 88 units on 4.73 Acres of land.

Our site use is designed to maximize existing amenities and infrastructure to create a “lifestyle” community focused around the existing restaurants and shops as well as the Sheboygan River and Lake Michigan.

Our development concept is “Residential Row” in design consistent with the approved architectural design standards for the area. Exceptional exterior building materials and attention to detail will make this project one of a kind in Sheboygan and possibly even the Midwest. Interior amenities such as kitchen islands in all units, solid surface kitchens, central air conditioning, large open concept floor plans, and much more will draw sophisticated higher income young professionals, executives and empty nesters.

Specific project details include the following:

- 9 Buildings
- 88 Total units ranging from 4 -20 unit buildings
- Great Parking 230 total parking spaces / 2.61 spaces per unit
- 1 and 2 bedroom units – All have dens
- 1 and 2 car attached garages
- Generous unit sizes ranging from 984 to 1444 square feet
- Beautiful architecture and colors
- Lush landscaping
- Lifestyle community with easy access to restaurants, shopping, Lake Michigan and walking trails, and the Sheboygan River and River Walk.



**DISTINCTIVE  
DESIGN  
STUDIO**



**SOUTH PIER APTS.**



**REVISIONS**

Date	Description
06/01/16	ARCH REVIEW

**ARCH  
REVIEW**

**EXTERIOR  
RENDERING**

ISSUE DATE: 06/01/16

RENDER BY: BURANT

CHECKED BY: PESKIE

**G000**

SCALE:

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WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.



**SOUTH PIER APTS.**

**HCI Properties**

**LJM Architects**

**DISTINCTIVE DESIGN STUDIO**

REVISIONS	
Date	Description
06/01/16	ARCH REVIEW

**ARCH REVIEW**

**EXTERIOR RENDERING**

ISSUE DATE: 06/01/16

RENDER BY: BURANT

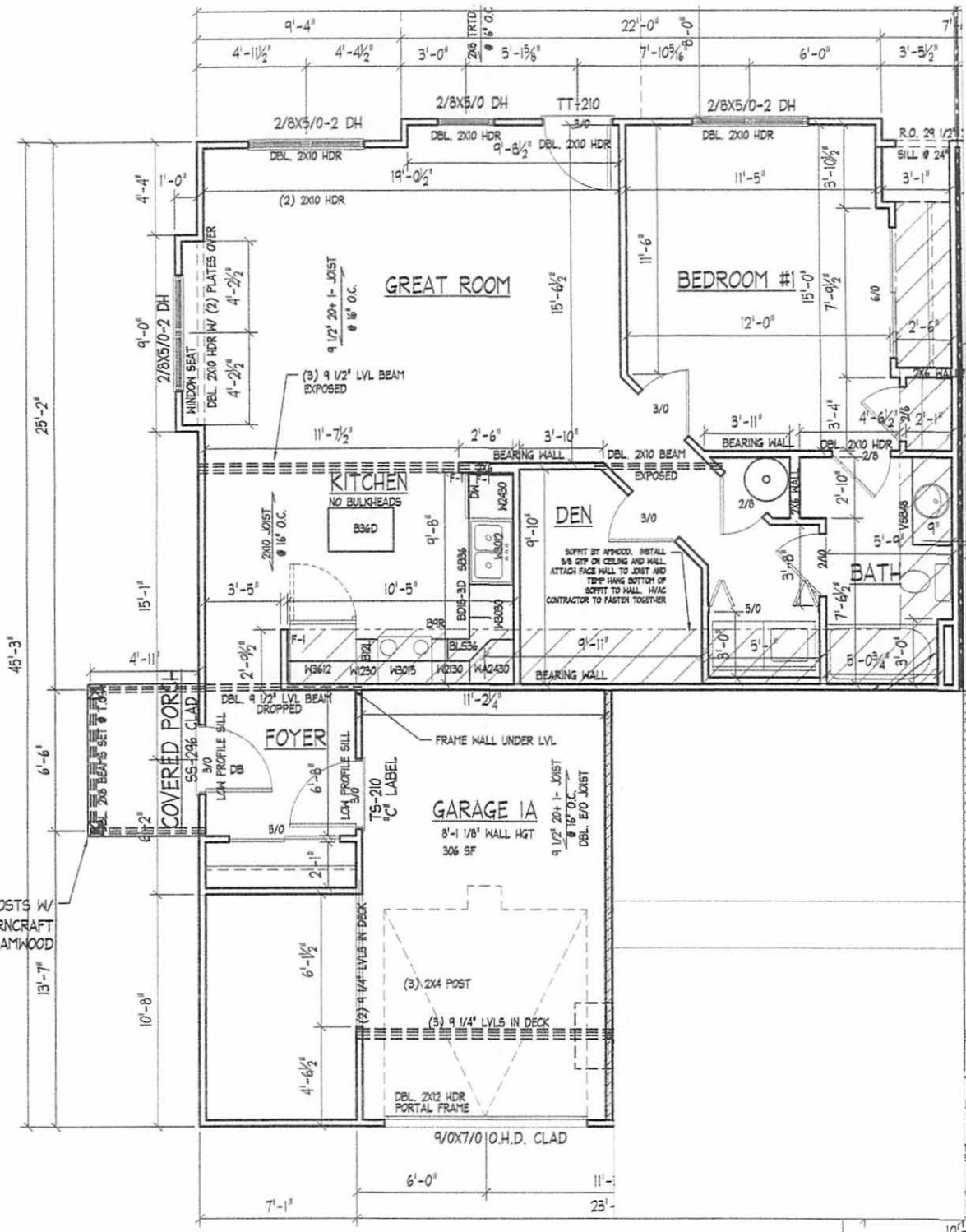
CHECKED BY: PESKIE

**G001**

SCALE:

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WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.



**UNIT 1A**  
984 SQ. FT.



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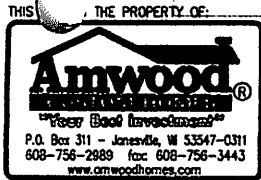
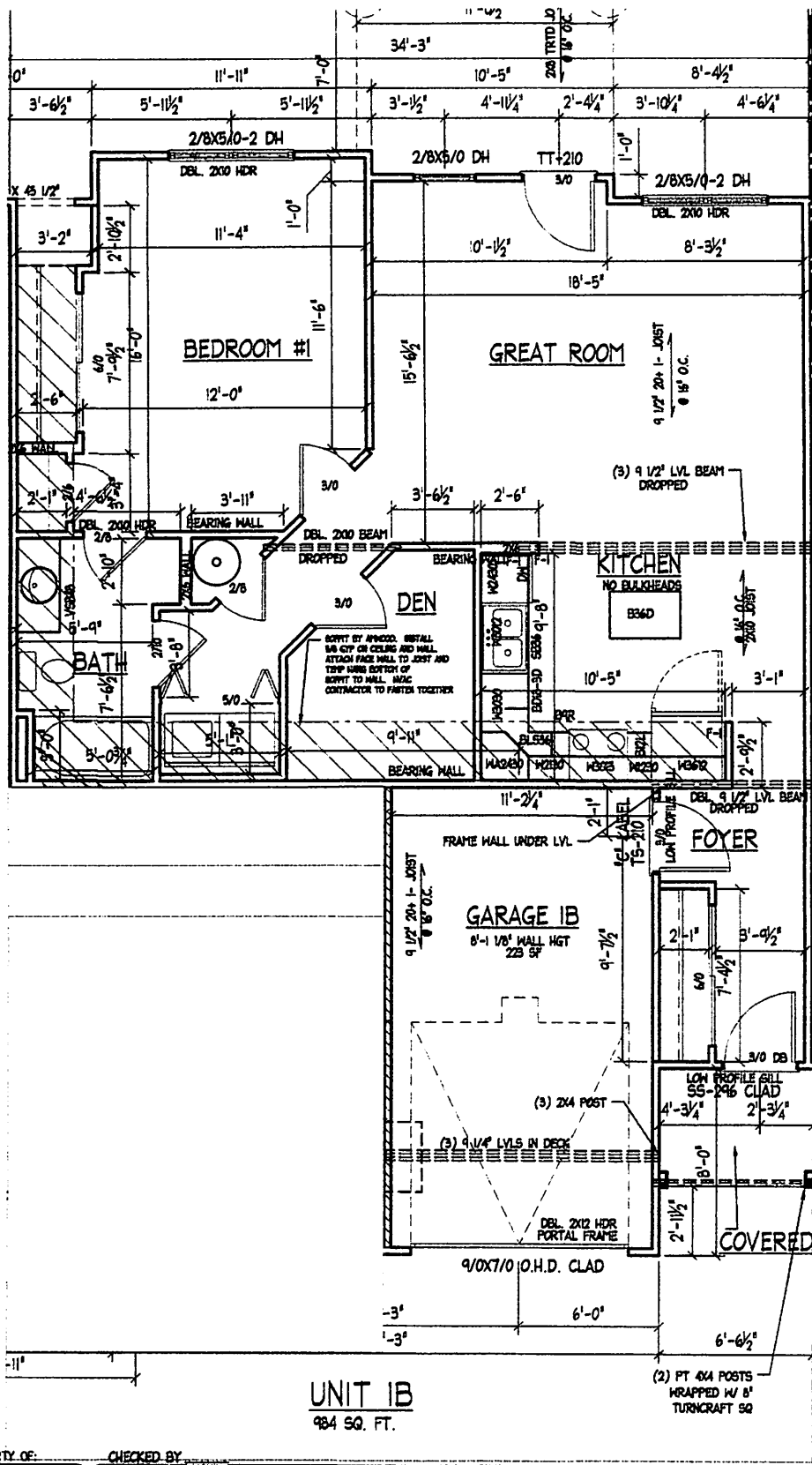
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**TITLE**  
BURBACK BUILDERS - SHEBOYGAN 12 UNIT

CODE	BY	DATE	CODE	BY	DATE
Plan / Custom			Processor	JDP	05/03/16
Revision			Revision	JDP	05/06/16
Revision			Revision		
Revision			Foundation		

Cust. No.	9003
F.O. No.	9031
Job No.	MU-604
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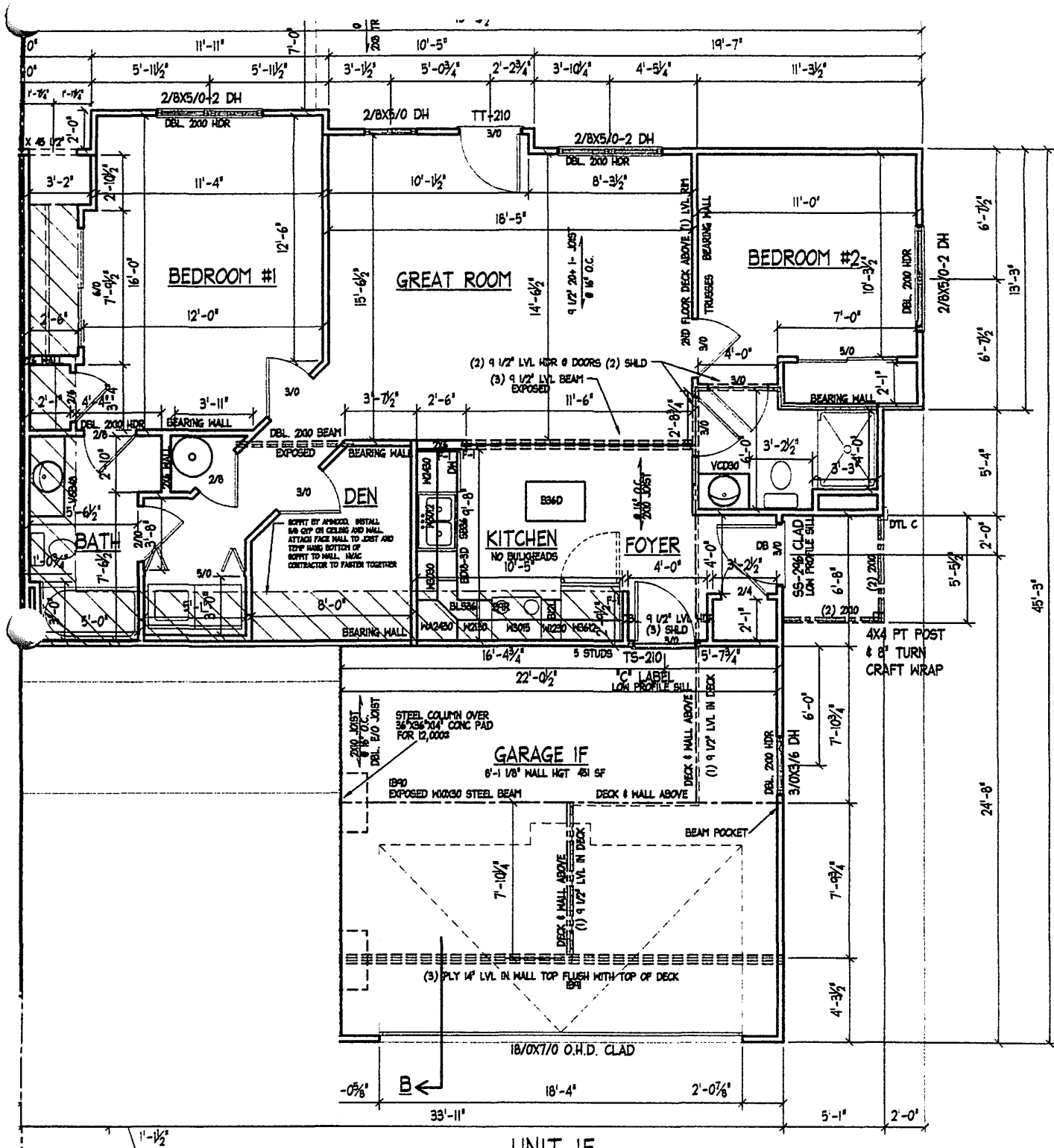
**GENERAL NOTES:**

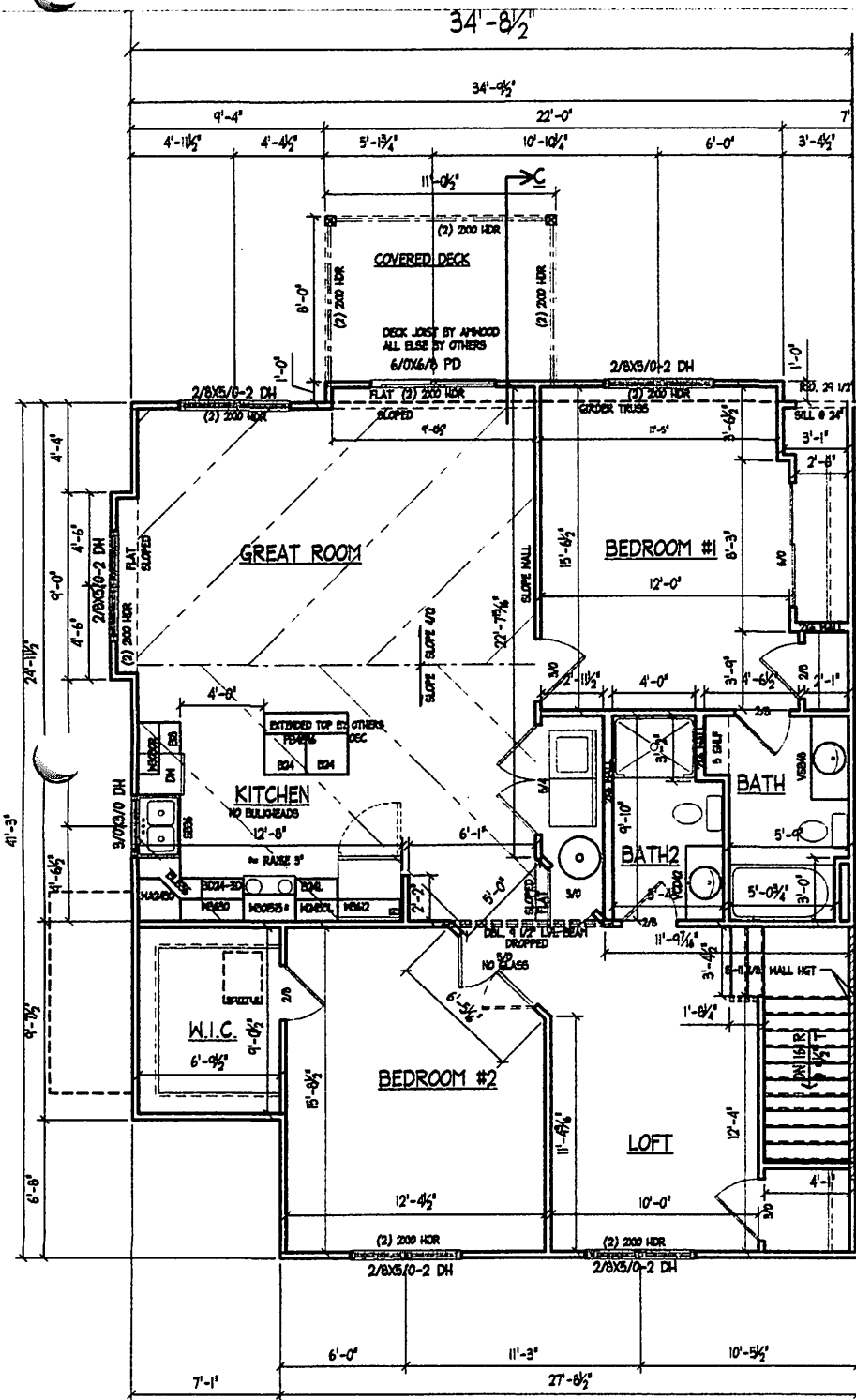
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**WILE**  
**BURBACK BUILDERS - SHEBOYGAN 12 UNIT**

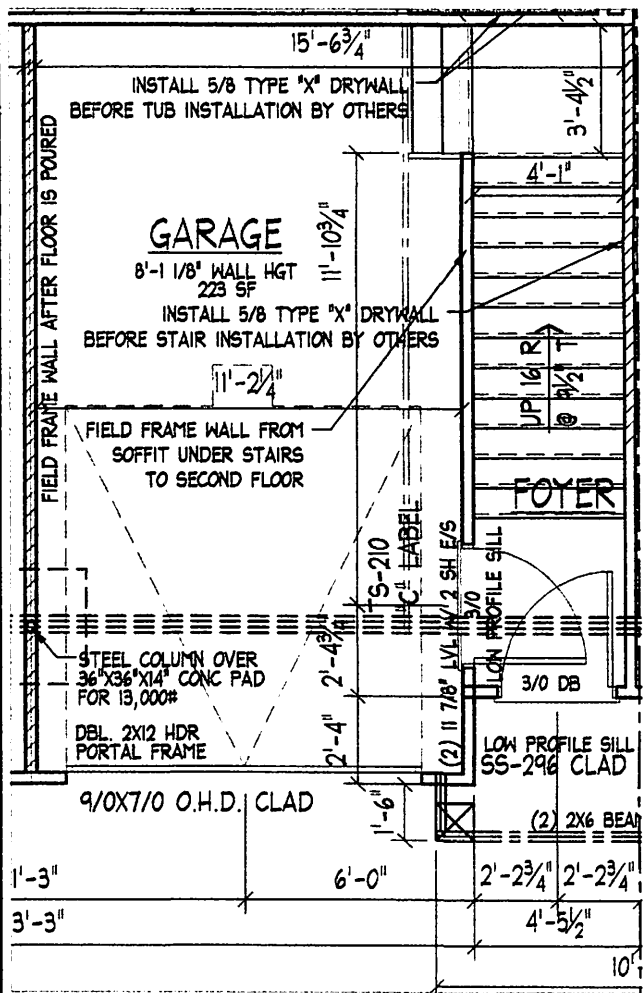
CODE	BY	DATE	CODE	BY	DATE
Plan / Custom			Processor	JDP	05/03/16
Revision			Revision	JDP	05/06/16
Revision			Revision		
Revision			Foundation		

Cust. No. **9003**  
F.O. No. **9031**  
Job No. **MU-604**  
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**UNIT 2A**  
1444 SQ. FT.



THIS IS THE PROPERTY OF:

Amwood  
P.O. Box 311 - Janesville, WI 53547-0311  
608-756-2989 fax: 608-756-3443  
www.amwoodhomes.com

CHECKED BY: **GENERAL CONTRACTOR**

Although every effort has been made in preparing these plans, and checking them for accuracy, the contractor must check all dimensions and details and must be responsible for same.

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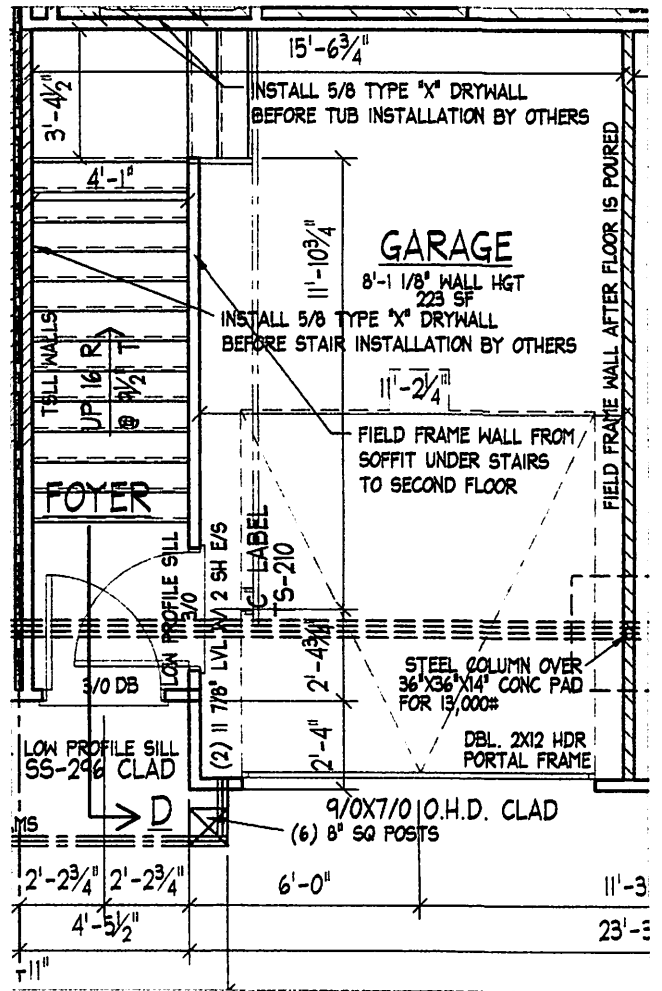
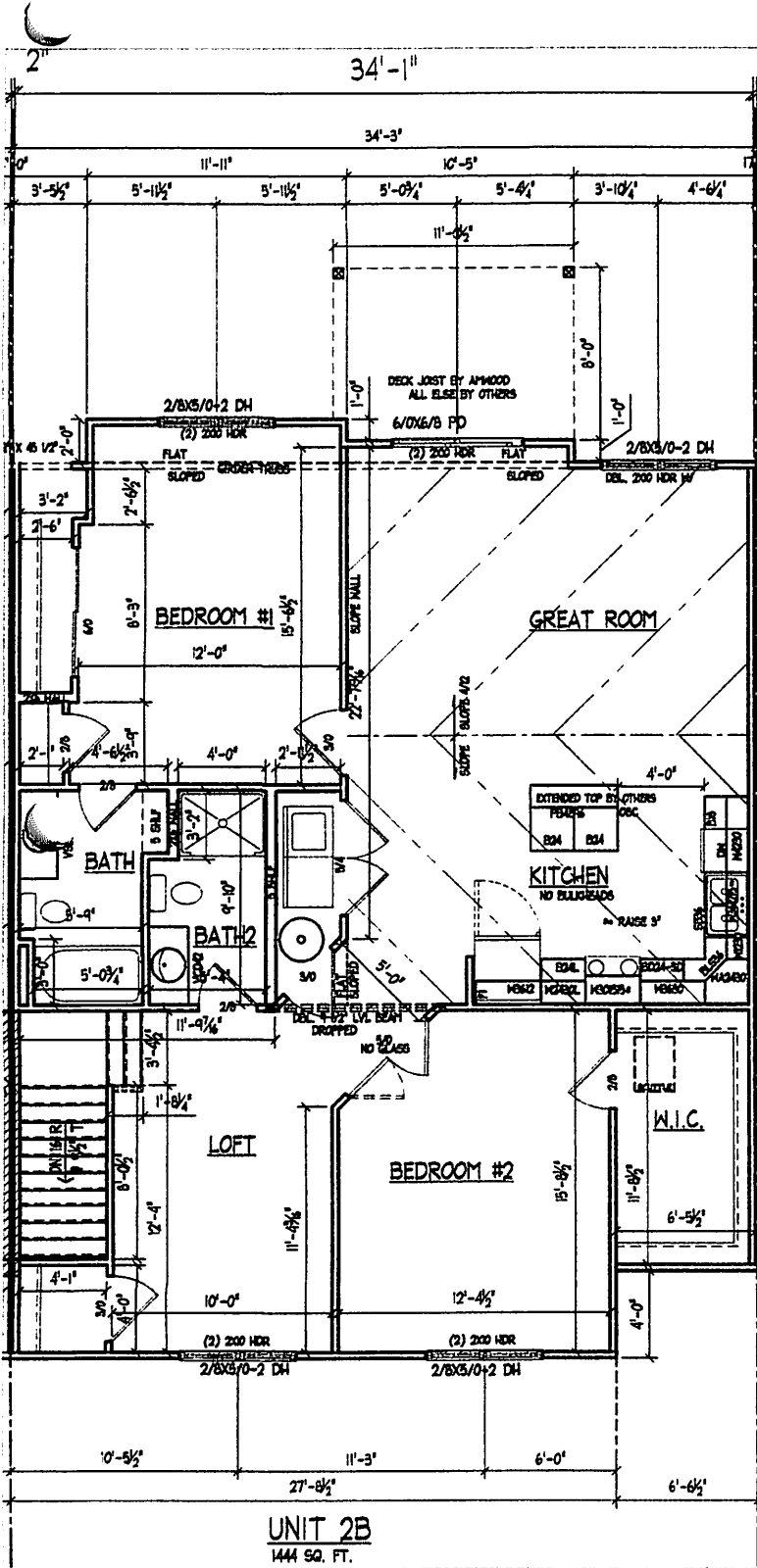
Amwood Homes, Inc. and/or its dealer shall have construction lien rights for use of their blueprints, drawings, plans and/or specifications.

**TRB**  
**BURBACK BUILDERS - SHEBOYGAN 12 UNIT**

CODE	BY	DATE	CODE	BY	DATE
Plan / Custom			Processor	JDP	05/09/16
Revision			Revision	JDP	05/06/16
Revision			Revision		
Revision			Foundation		

Cust. No.	9003
F.O. No.	9031
Job No.	MU-604

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THIS IS THE PROPERTY OF:

Amwood Homes  
P.O. Box 311 - Janesville, WI 53547-0311  
608-756-2989 fax 608-756-3443  
www.amwoodhomes.com

CHECKED BY:

**GENERAL NOTATIONS**

- Although every effort has been made in preparing these plans, and checking them for accuracy, the contractor must check all dimensions and details and must be responsible for same.
- This print and/or set is the property of Amwood Homes, Inc., and use of this print is prohibited without the written consent of Amwood Homes, Inc.
- Amwood Homes, Inc. and/or its dealer shall have construction lien rights for use of their blueprints, drawings, plans and/or specifications.

**WTC**  
**BURBACK BUILDERS - SHEBOYGAN 12 UNIT**

CODE	BY	DATE	CODE	BY	DATE
Plan / Custom			Processor	JDP	05/08/16
Revision			Revision	JDP	05/06/16
Revision			Revision		
Revision			Foundation		

Cust. No.	9003
F.O. No.	9031
Job No.	MU-604
©1997 AMWOOD, INC.	

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. July 18, 2016.

Your Committee to whom was referred Res. No. 54-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2016 Budget (establish appropriation for Elections Temporary Salaries); recommends that the Resolution be passed.

*reg*

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

Committee

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

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

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

**III**

# DIRECT REFERRAL

Res. No. 54 - 16 - 17. By Alderperson Wolf. July 18, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for Elections Temporary Salaries:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Assessor Regular Salaries 10116100-510110	General Fund Elections Temporary Salaries 10114100-510130	\$32,302

*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

**IX**

R. C. No. \_\_\_\_\_ - 16 - 17. By SALARIES AND GRIEVANCES. July 18, 2016.

Your Committee to whom was referred a copy of R. C. No. 84-16-17 by Law and Licensing and Gen. Ord. No. 9-16-17 by Alderperson Donohue repealing and recreating Section 2-221 of the Municipal Code, related to normal working hours; recommends that the Ordinance be passed.

*reg*

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

Committee

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

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

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

**IX**

5.7

R. C. No. 84 - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred Gen. Ord. No. 9-16-17 by Alderperson Donohue repealing and recreating Section 2-221 of the Municipal Code, related to normal working hours; recommends passing the Ordinance.

*Heidemann / Leonard  
refer to  
L & L and Sal & Steve  
approve*

*Susan J. Leonard*  
*Roman Douglas*

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

7.1

Gen. Ord. No. 9 - 16 - 17. By Alderperson Donohue. June 20, 2016.

AN ORDINANCE repealing and recreating Section 2-221 of the City of Sheboygan Municipal Code, related to normal working hours.

WHEREAS, constituents and customers increasingly expect to be able to conduct city business throughout the business day; and

WHEREAS, there is a need for some level of flexibility in determining normal working hours based upon personnel needs, costs, and customer expectations; and

WHEREAS, it is appropriate to delegate to the City Administrator the authority to set working hours for departments throughout the city.

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

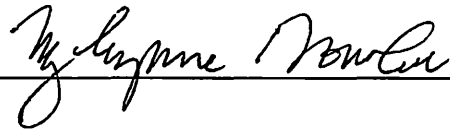
Section 1. Section 2-221 of the Sheboygan Municipal Code, entitled "Working hours," is repealed and recreated to read as follows:

"Sec. 2-221. *Working hours.*

The City Administrator shall set normal working hours for city hall. He may, in his discretion, change such hours from time to time as needed to balance customer needs, personnel issues, and costs. Whenever he makes a change in working hours he shall provide reasonable notice of the change to employees and the general public."

~~Law & Lic.~~  
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.

  
\_\_\_\_\_

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 LAW AND LICENSING. July 18, 2016.

Your Committee to whom was referred R. C. No. 84-16-17 by Law and Licensing and Gen. Ord. No. 9-16-17 by Alderperson Donohue repealing and recreating Section 2-221 of the Municipal Code, related to normal working hours; recommends sending this back to the Council with no recommendations.

*Reg.*

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

Committee

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

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

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

XI

**IX**

5.7

R. C. No. 84 - 16 - 17. By LAW AND LICENSING. July 5, 2016.

Your Committee to whom was referred Gen. Ord. No. 9-16-17 by Alderperson Donohue repealing and recreating Section 2-221 of the Municipal Code, related to normal working hours; recommends passing the Ordinance.

*Heidemann / Lessard  
refer to  
L & L and Sal & Gies.  
back to Council w/ no recommendation*

Susan J. Lessard  
Rouven Douglas

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

~~IX~~

7.1

Gen. Ord. No. 9 - 16 - 17. By Alderperson Donohue. June 20, 2016.

AN ORDINANCE repealing and recreating Section 2-221 of the City of Sheboygan Municipal Code, related to normal working hours.

WHEREAS, constituents and customers increasingly expect to be able to conduct city business throughout the business day; and

WHEREAS, there is a need for some level of flexibility in determining normal working hours based upon personnel needs, costs, and customer expectations; and

WHEREAS, it is appropriate to delegate to the City Administrator the authority to set working hours for departments throughout the city.

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

Section 1. Section 2-221 of the Sheboygan Municipal Code, entitled "Working hours," is repealed and recreated to read as follows:

"Sec. 2-221. *Working hours.*

The City Administrator shall set normal working hours for city hall. He may, in his discretion, change such hours from time to time as needed to balance customer needs, personnel issues, and costs. Whenever he makes a change in working hours he shall provide reasonable notice of the change to employees and the general public."

~~Law & Lic.~~  
approve.

Handwritten marks or symbols in the top left corner.

Handwritten marks or symbols in the top right corner, possibly a stylized 'X' or a similar geometric figure.

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.

*M. Eugene Nowlin*  
\_\_\_\_\_

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

**X**

Gen. Ord. No.          - 16 - 17. By Alderperson Donohue. July 18, 2016.

AN ORDINANCE amending Gen. Ord. No. 33-06-07 establishing the salaries of the part-time Cable TV Operators at WSCS.

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

Section 1. The salary for the part-time Cable TV Operators at WSCS is hereby amended as follows:

Minimum starting wage:	\$10.00 per hour
Maximum wage:	\$15.00 per hour

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.

*Sal & Gried*

\_\_\_\_\_

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

DRAFT



Gen. Ord. No. \_\_\_\_\_ - 16 – 17. By Alderperson Donohue. July 18, 2016.

AN ORDINANCE amending Gen. Ord. No 3 -16-17, so as to change the part-time Community Services Officers Class Grade 4 to a part-time Community Services Officers In-Training, Class Grade 2, in the Police Department’s Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal is hereby amended so that Section D.3 is amended as follows:

Class Title	Class Grade	NO. of Employees
<b>D. POLICE DEPARTMENT</b>		
<b>Delete:</b>		
D3. Patrol Division Community Service Officers	4	“ As Needed” (equal to 1 full-time equivalent)
<b>Add:</b>		
D3. Police Department Community Service Officers In-Training	2	“As Needed” (equal to 1 full-time equivalent)

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

*Sal & Grice*

\_\_\_\_\_

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

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

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

## Job Description

<b>Job Title:</b>	<b>Community Service Officer in Training</b>	<b>Department:</b>	Police Department
<b>Reports To:</b>	Sergeant of Administration	<b>Classification:</b>	
<b>Wage:</b>	Salary Grade 2	<b>Date Issue:</b>	July 11, 2016

## Position Summary

Under general supervision, patrols assigned areas to check parking violations, issues parking violation tickets and notices, and perform related work as required. After training and demonstrated ability, while under close supervision, will perform routine clerical related and law enforcement duties not requiring oath of office.

## Essential Duties & Responsibilities

1. Patrols assigned areas during designated periods to check for general parking violations, including meter parking, school, timed, and impact zones.
2. Issues parking violation tickets or violation notices on forms prescribed by the Police Department.
3. Answers inquiries and gives directions to the public.
4. Observes, records, and reports defective or damaged parking meters.
5. Performs routine clerical work as required.
6. Performs maintenance and minor repair of parking meters.
7. Attends training classes as required.
8. Performs routine report writing.
9. Replaces School Crossing-Guards when required.
10. Handles bicycle complaints including recovery, impoundment and return of stolen bicycles.
11. Assists with Snow Emergency enforcement operations, including ticketing, towing, impoundment, and release of vehicles
12. Responsible for the up keep and proper use of all assigned department equipment and vehicles.
13. Handles abandoned vehicle enforcement by locating, identifying vehicles in violation, preparing reports that support their removal, and towing them when directed.
14. Makes appropriate reports to the Building inspectors of code violations.
15. \* Assists the Property Officer when needed to prepare items for auction and disposal and assist in their disposal through a manner prescribed by the department.
16. When needed, assists Patrol during 4<sup>th</sup> of July or other major events to barricade intersections and enforce parking violations during this event.
17. Assists department personnel with traffic surveys for potential parking zones as directed.
18. Assists department personnel with parade preparations as directed.
19. Performs duties in addition to the above as may be prescribed by the administration of the department.

## **Qualification Requirements**

1. Ability to learn the laws, ordinances, and regulations with respect to the functions performed within six months.
2. Ability to obtain a passing grade on the Civil Service examination.
3. Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employee relations.
4. Ability to communicate effectively in written and verbal form.
5. Ability to keep accurate records and make reports.
6. A high sense of responsibility and initiative to work independently and productively without supervision and to work for oral and written instructions.
7. Above average physical stamina and mobility, including the ability to work outdoors under all climatic conditions.
8. Ability to lift and manipulate bicycles to check serial numbers, transport them, impound and hang them in the police garage.
9. Ability to communicate effectively with the public and members of the department, both orally and in written form.

## **Education / Experience / Certifications**

Requires high school diploma or GED certificate recognized by the Wisconsin Department of Public Instruction.

Requires the completion of or current enrollment in a police science or criminal justice degree program at an accredited institution.

## **Pre-employment Requirement**

Job offers for this position are contingent on the individual passing a pre-employment background investigation and drug screen.

## **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

III

4.1

R. O. No. 53- 16 - 17. By CITY PLAN COMMISSION. June 20, 2016.

Your Commission to whom was referred Gen. Ord. No. 5-16-17 by Alderperson Donohue and Hou-seye and R. O. No. 42-16-17 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD 2016 Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, June 14, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over  
to July 18th

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Director of Planning and Development



Other Matters

9.2

Gen. Ord. No. 5 - 16 - 17. By Alderperson Donohue  
June 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD 2016 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 PPUD to Class South Pier Sheboygan PUD 2016 Classification:

**Lot 6 Description**

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.

**Lot 7 Description**

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.

City Plan

### **Lot 8 Description**

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS


COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.

### **Lot 9 Description**

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE SOUTH R/W LINE OF SOUTH PIER DRIVE WITH THE WEST R/W LINE OF BLUE HARBOR DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 11°53'59" E ALONG SAID WEST R/W LINE 100.74', THENCE S 76°17'28" W 196.58', THENCE SOUTHWESTERLY 68.98' ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 275.0' AND A CHORD BEARING OF S 53°36'23" W 68.80', THENCE S 46°25'12" W 62.06' TO A POINT ON THE NORTHEAST R/W LINE OF LAKEVIEW DRIVE, THENCE N 47°23'48" W ALONG SAID NORTHEAST R/W LINE 139.80' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF SOUTH PIER DRIVE, THENCE N 42°36'12" E ALONG SAID SOUTH R/W LINE 43.16', THENCE NORTHEASTERLY ALONG SAID SOUTH R/W LINE 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 60°21'06" E 95.72', THENCE CONTINUING ALONG SAID SOUTH R/W LINE N 78°06'01" E 266.77' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 42,612.48 SQ. FT. OR 0.98 ACRES.

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.

  
\_\_\_\_\_

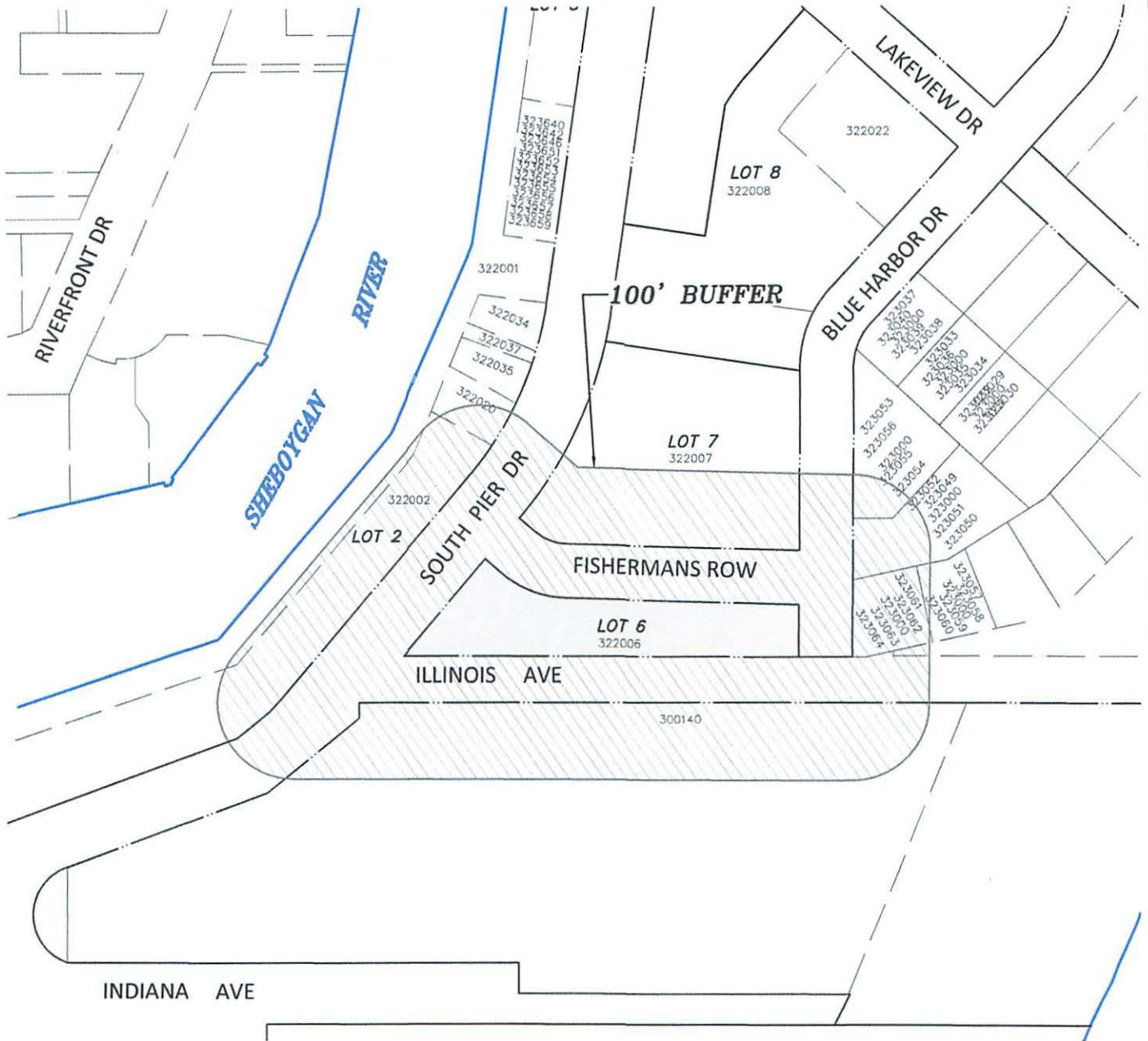
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

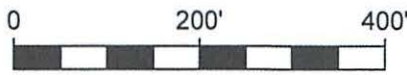
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



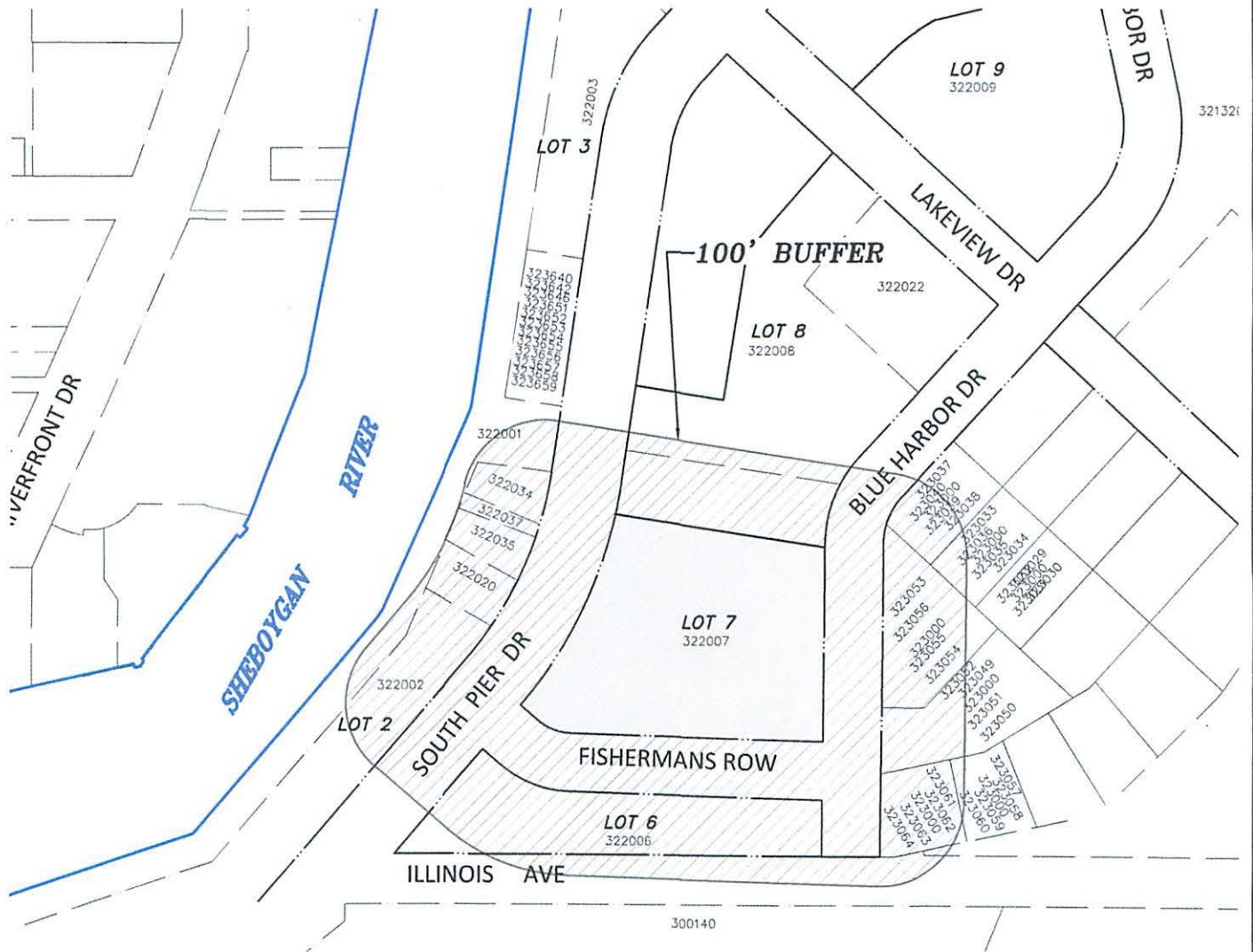
ALL SOUTH PIER AREA ZONED PPUD



# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.



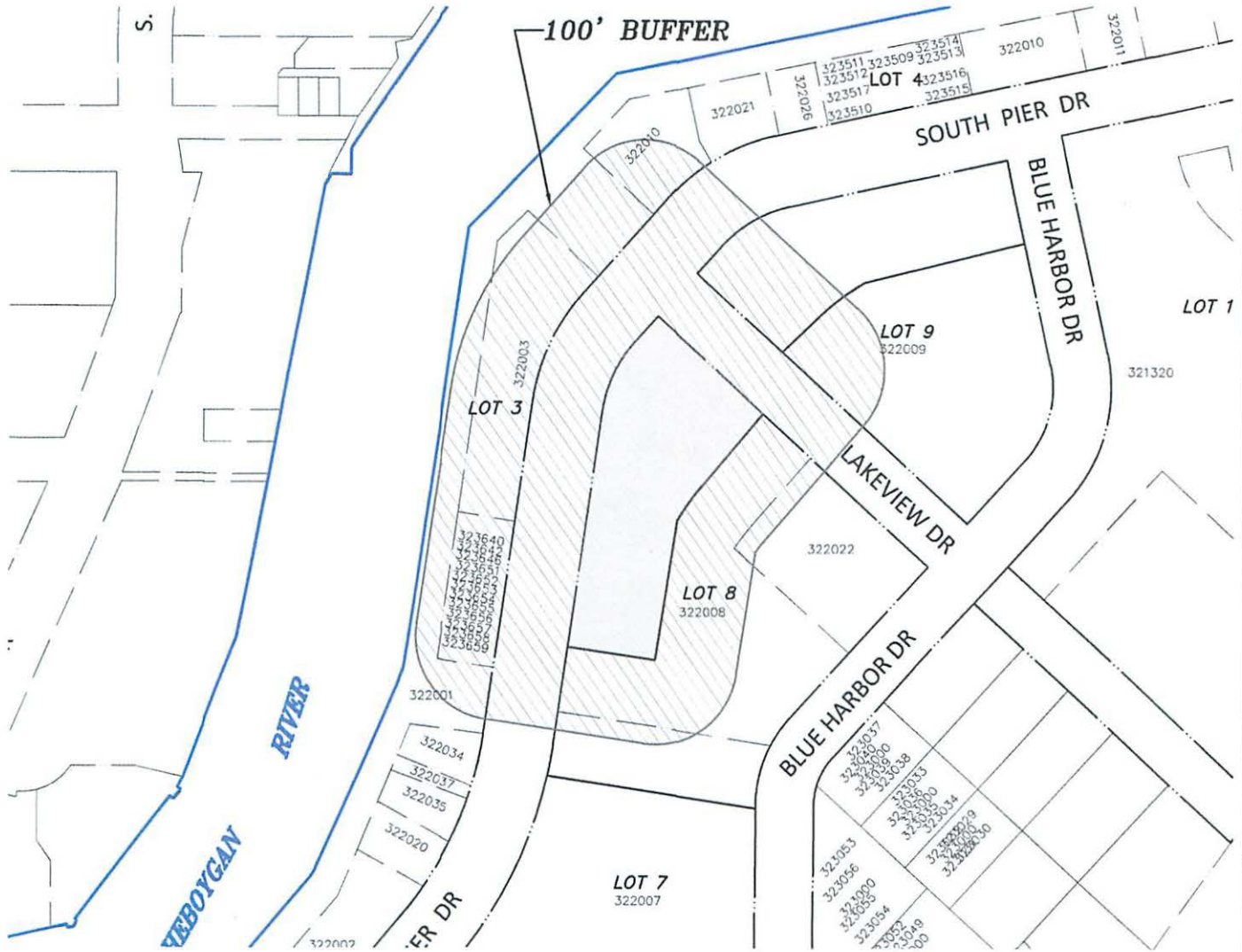
ALL SOUTH PIER AREA ZONED PPUD



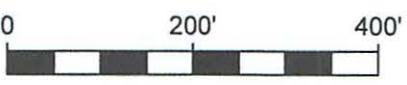
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23 AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.



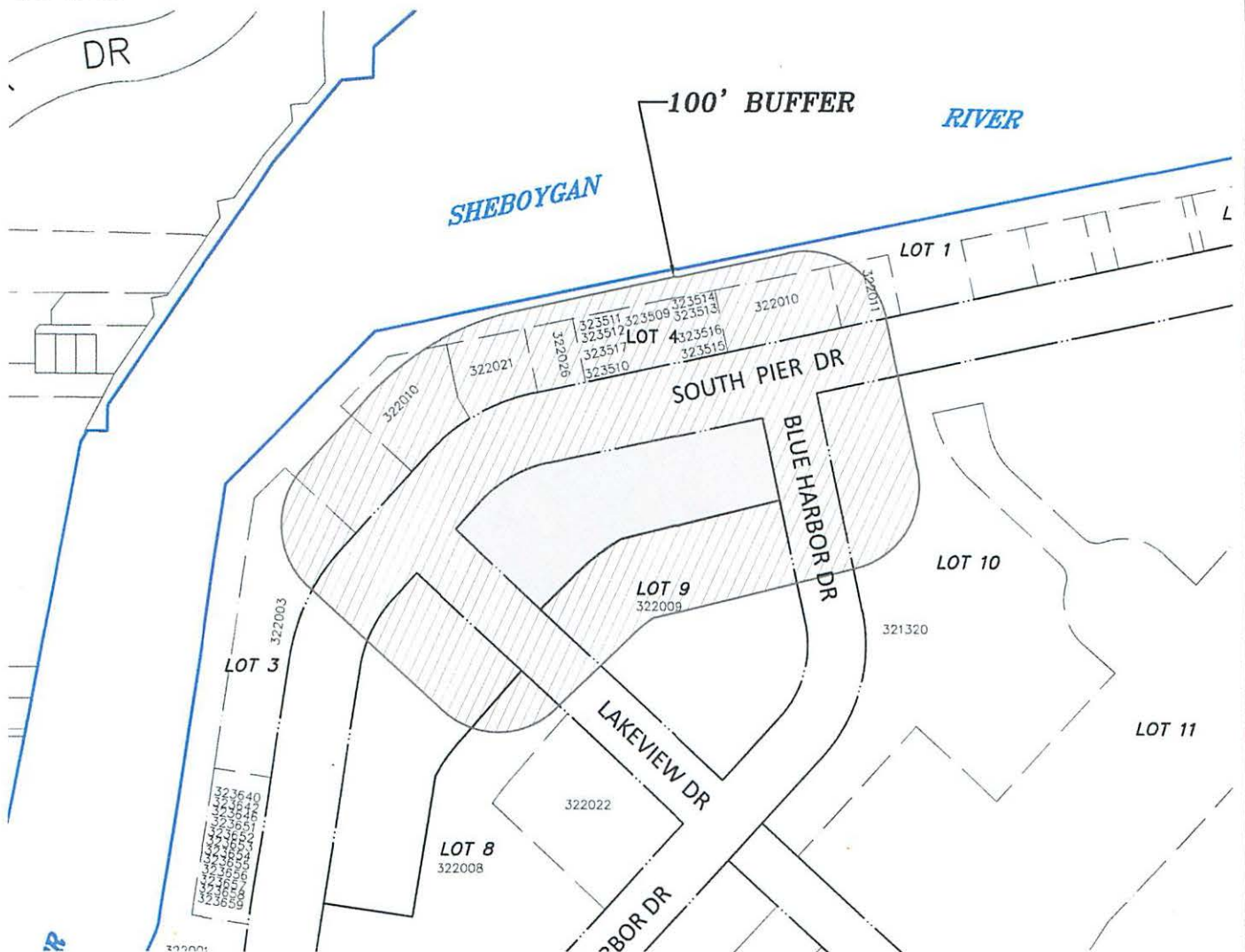
ALL SOUTH PIER AREA ZONED PPUD



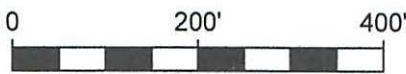
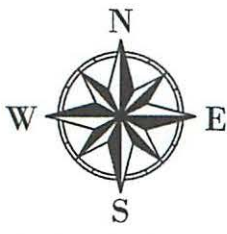
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 23, T. 15 N., R. 23 E.

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE SOUTH R/W LINE OF SOUTH PIER DRIVE WITH THE WEST R/W LINE OF BLUE HARBOR DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 11°53'59" E ALONG SAID WEST R/W LINE 100.74', THENCE S 76°17'28" W 196.58', THENCE SOUTHWESTERLY 68.98' ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 275.0' AND A CHORD BEARING OF S 53°36'23" W 68.80', THENCE S 46°25'12" W 62.06' TO A POINT ON THE NORTHEAST R/W LINE OF LAKEVIEW DRIVE, THENCE N 47°23'48" W ALONG SAID NORTHEAST R/W LINE 139.80' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF SOUTH PIER DRIVE, THENCE N 42°36'12" E ALONG SAID SOUTH R/W LINE 43.16', THENCE NORTHEASTERLY ALONG SAID SOUTH R/W LINE 97.27' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 60°21'06" E 95.72', THENCE CONTINUING ALONG SAID SOUTH R/W LINE N 78°06'01" E 266.77' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 42,612.48 SQ. FT. OR 0.98 ACRES.



ALL SOUTH PIER AREA ZONED PPUD



II

Other Matters

9.1

R. O. No. 42 - 16 - 17. By CITY CLERK. June 6, 2016.

Submitting an application from South Pier Sheboygan LLC for a change in the zoning classification of property located on interior vacant land on South Pier from Class PPUD to Class South Pier Sheboygan PUD 2016 Classification.

City Plan

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City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: <u>160979</u>
FILING FEE: \$200.00 (Payable to City of Sheboygan)

*rec'd  
6/2/16  
Sck*

**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: *HCI Properties, LLC*      PHONE NO.: *414-406-2001*  
ADDRESS: *10060 W. Loomis Road Franklin, WI 53132*  
E-MAIL: *jgrasch@hcipropertieswi.com*

OWNER OF SITE: *South Pier Sheboygan, LLC*      PHONE NO.: *414-406-2001*

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: *TBD*

LEGAL DESCRIPTION: *See Attached*

PARCEL NO.    *See Attached*      MAP NO.    *See Attached*

EXISTING ZONING DISTRICT CLASSIFICATION: *PPUD*

PROPOSED ZONING DISTRICT CLASSIFICATION: *South Pier Sheboygan PPUD*

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: *Vacant Land*

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:  
*Construction of 88 Row House style apartments*

### 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 proposed Zoning Map amendment will allow for the construction of the project under the PPUD.

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: It is required to change the current PPUD to a project specific PPUD

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 current official zoning is PPUD. As subject to our approval, we are requesting the change be site project specific to the land we are developing to South Pier Sheboygan PPUD. The change is consistent with the approved master plan.

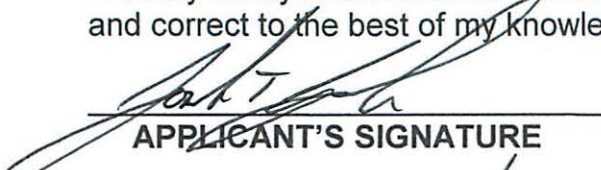
Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

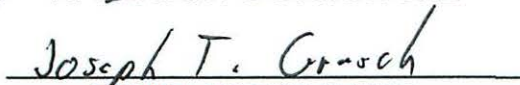
Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed zoning is project specific and does not include any other development land other than our specific development plan. Our building plan, site plan and density are consistent with standards for the area.

#### 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

  
\_\_\_\_\_  
PRINT ABOVE NAME

5-25-16  
\_\_\_\_\_  
DATE

#### APPLICATION SUBMITTAL REQUIREMENTS

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

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

# ALTA/NSPS LAND TITLE SURVEY

## EASEMENTS, EXCEPTIONS, ETC.: SCHEDULE B-II

- PER: FIDELITY NATIONAL TITLE INSURANCE COMPANY  
COMMITMENT NO.: 151170144  
EFFECTIVE DATE: OCTOBER 13, 2015 at 8:00 a.m.
- 7 - Easements or claims of easements not shown by the public records. (There appears to be no recorded Easement for the hatched underground utilities (i.e. buried telephone, electric and cable lines).)
  - 11 - 20' Utility/Restriction Easement as shown on the recorded plat of South Pier.
  - 12 - Item No. 2 of the General Rules as shown on the recorded plat of South Pier. (Note states that "All Utility Facilities within this Subdivision shall be installed underground".)
  - 13 - Restriction as shown on the recorded plat of South Pier, reciting as follows: "Public utility easements, no poles or buried utilities are to be placed such that the installation would disturb any survey stakes or obstruct vision along any lotline. The distribution of a survey monument by anyone is in violation of Section 236.32 of Wisconsin Statutes. Utility easements as set forth herein are for the use of public bodies and private public utilities having the right to serve subject property."
  - 14 - Restriction as shown on the recorded plat of South Pier, reciting as follows: "Dedicated station corner. No distributions taller than 20" shall be permitted."
  - 15 - Deed Restriction Declaration of Restrictions recorded on February 5, 2004 on Document No. 1722902. (Document refers to proposal to be used if underground piping associated with the former bulk petroleum AST system is encountered during future excavation work at this property).
  - 16 - Easements, rights of way, easements, restrictions and restrictions set forth in an Amended Limited Warranty Deed recorded on October 22, 2001 in Volume 1820, Page 894, as Document No. 1413274 and modified by an Amended Limited Warranty Deed recorded on July 29, 2003 on Document No. 188755.
  - 17 - Terms, provisions and obligations set forth in a Development Agreement dated July 30, 2003 and endorsed by a First Amendment to Development Agreement recorded on July 7, 2004 on Document No. 1738025. (Document not supplied. Assumed to blanket Subject Parcels).
  - 18 - Grant of Easement recorded on August 18, 1934 in Volume 4 of Contracts on Page 335, as Document No. 824188. (Document describes a 20' wide Watermain Easement located under, through and across the Sheboygan River and through 1/2 gaza portions of the Subject Property that was then described as Lots and Streets of the Original Plat of the City of Sheboygan now voided.) (Description refers to nature, extent, location to plat).
  - 19 - Resolution granting easements recorded on August 2, 1981 in Volume 406 of Deeds on Page 571, as Document No. 778425. (Resolution granting an 8' wide Easement for the purpose of installing petroleum pipe lines located under, through and across 1/2 gaza portions of the Subject Property that was then described as Lots and Streets of the Original Plat of the City of Sheboygan now voided.) (Description refers to nature, extent, location to plat).

## SURVEYOR'S CERTIFICATE:

To: Redevelopment Authority of the City of Sheboygan, Wisconsin, South Pier Sheboygan, LLC and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b), 7(c), 7(d), 8, 9, 10(a), 10(b), 11, 13, 14, 16, 17 and 18 of Table A thereof. The field work was completed on January 6, 2016.

Dated this 20th day of MAY, 2016.



*Gray L. Gosser*  
Gray L. Gosser, P.L.L.C.  
Surveyor Registration Number 5-2872  
TRIO ENGINEERING, LLC  
12800 W. North Avenue, Building "D"  
Brookfield, WI 53005  
Phone: (262)790-1483 Fax: (262)790-1481  
Email: ggosser@trioeng.com

NO.	RADIUS	CENTRAL ANGLE	ARC CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	157.00	272°44'	47.27	N62°17'34"E	N42°30'17"E	S70°02'17"E
2	275.00	147°27'	88.96	S53°30'15"W	S64°24'37"W	S40°20'15"W
3	157.00	272°44'	47.27	N62°17'34"E	N42°30'17"E	S70°02'17"E
4	280.00	151°53'	93.63	S53°34'43"W	S47°08'11"W	S51°45'38"W
5	65.00	307°54'	44.13	N60°20'47"W	N68°10'31"E	S87°10'31"E
6	153.00	274°02'	45.28	N61°45'15"E	N40°30'34"E	S71°10'31"E
7	153.00	274°02'	45.28	N61°45'15"E	N40°30'34"E	S71°10'31"E

**NOTE:**  
• ALL BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, IN WHICH THE WEST LINE OF THE 1/4 OF SECTION 23, TOWN 13 NORTH, RANGE 23 EAST, ASSIGNED TO BEAR N07°50'10"W.

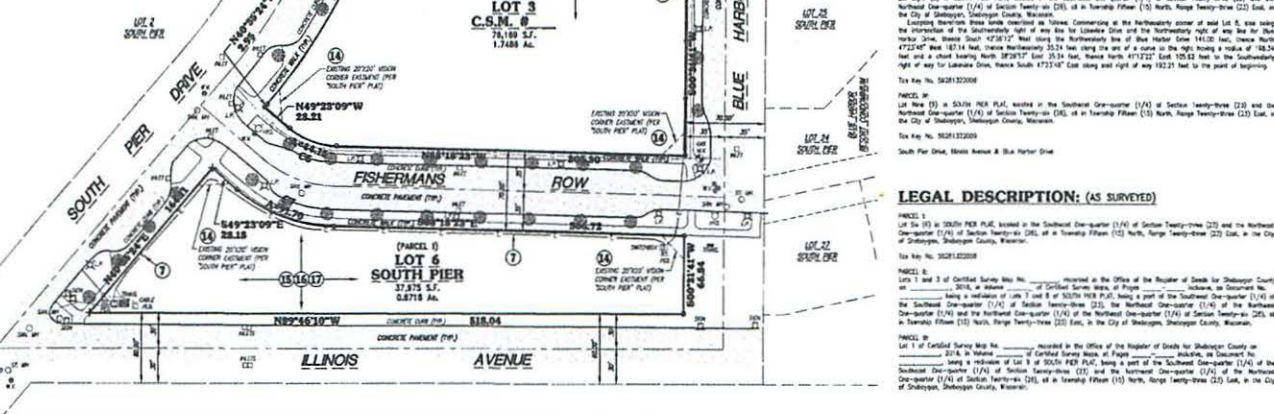
**TABLE "A", ITEM #3:**  
• THE SUBJECT PARCELS ARE LOCATED IN ZONE "C" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 58117003387, EFFECTIVE DATE: APRIL 1, 2009. ZONE "C" IS DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**TABLE "A", ITEM #6(a):**  
• THE SUBJECT PARCELS ARE UP FOR REZONING IN THE CITY OF SHEBOYGAN. SUBJECT PARCELS TO BE REZONED TO "PPUD" - (PRE-PLANNED UNIT DEVELOPMENT). SETBACK AND PARKING REQUIREMENTS AND HEIGHT AND FLOOR SPACE AREA RESTRICTIONS TO BE DETERMINED WHEN DEVELOPMENT PLAN IS FINALIZED.

**TABLE "A", ITEM #16:**  
• OBSERVED NO EVIDENCE

**TABLE "A", ITEM #17:**  
• NO RIGHT-OF-WAY CHANGES  
• OBSERVED NO EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS

○	"NET" 0.750" O.D. X 18" LONG REMOVING BAR BEARING 1,500 LBS. PER LINEAL FOOT.
+	"NET" CHEELED CROSS
⊥	LIGHT POLE
⊙	SIEN
⊙	GAS VALVE
⊙	WATER VALVE
⊙	FIRE HYDRANT
⊙	MANHOLE
⊙	STORM INLET
⊙	ELECTRIC PEDESTAL/WATER
⊙	TELEPHONE PEDESTAL
⊙	CABLE PEDESTAL
⊙	TRANSFORMER
⊙	STREET TREE
⊙	SANITARY SEWER
⊙	WATERMAIN
⊙	STORM SEWER
⊙	CABLE LINE
⊙	GAS MAIN
⊙	ELECTRIC LINE
⊙	TELEPHONE LINE



**LEGAL DESCRIPTION: (PER TITLE PLAT)**

PARCEL 1  
Lot 1 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 2  
Lot 2 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322001

PARCEL 3  
Lot 3 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 4  
Lot 4 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 5  
Lot 5 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 6  
Lot 6 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

**LEGAL DESCRIPTION: (AS SURVEYED)**

PARCEL 1  
Lot 1 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 2  
Lot 2 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322001

PARCEL 3  
Lot 3 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 4  
Lot 4 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

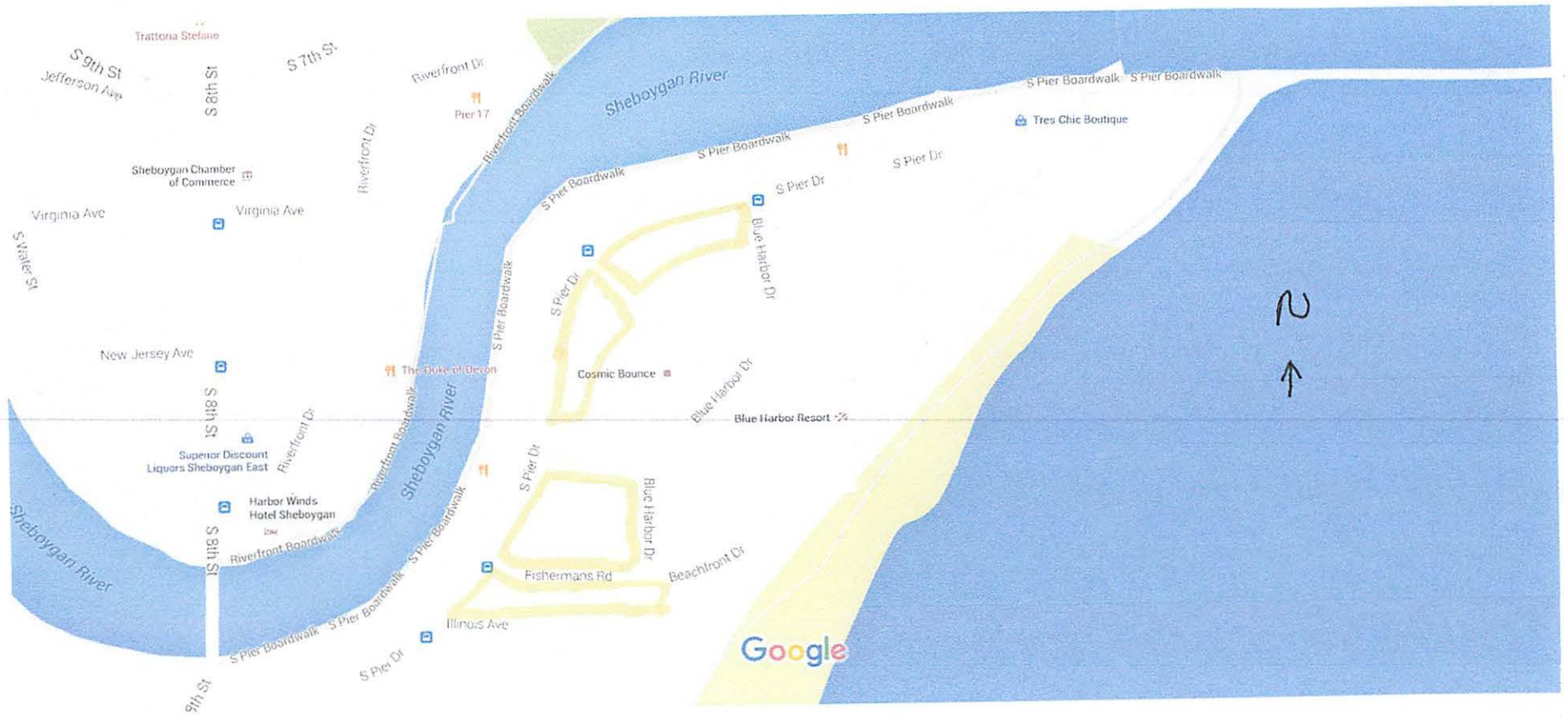
PARCEL 5  
Lot 5 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

PARCEL 6  
Lot 6 is 5076 PER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-four (24), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.  
Tax Key No. 56281322008

DATE:	DESCRIPTION:	REVISION HISTORY:
MAY 20, 2016	ALTA/NSPS LAND TITLE SURVEY	
JOB NUMBER:	16-003-993-01	
	SHEET	
	1 OF 1	

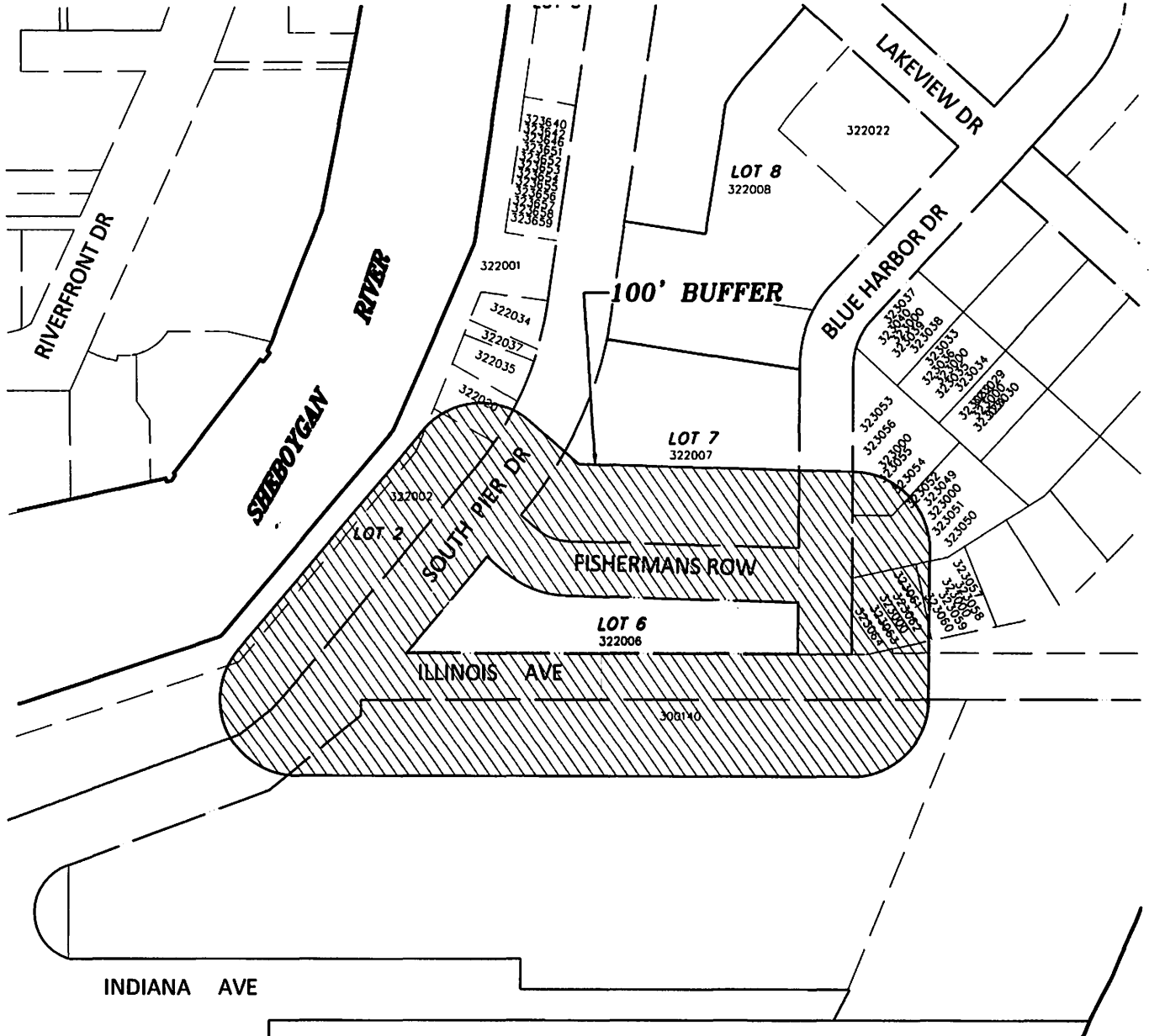
**PROJECT:**  
"SOUTH PIER"  
SHEBOYGAN, WISCONSIN  
PREPARED FOR:  
HCI PROPERTIES  
10080 W. LOOMS ROAD  
FRANKLIN, WI 53132

12800 NORTH AVE, BLDG 7  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1483  
FAX: (262) 790-1481  
WWW.TRIOENGINEERING.COM



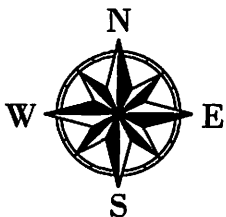
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



INDIANA AVE

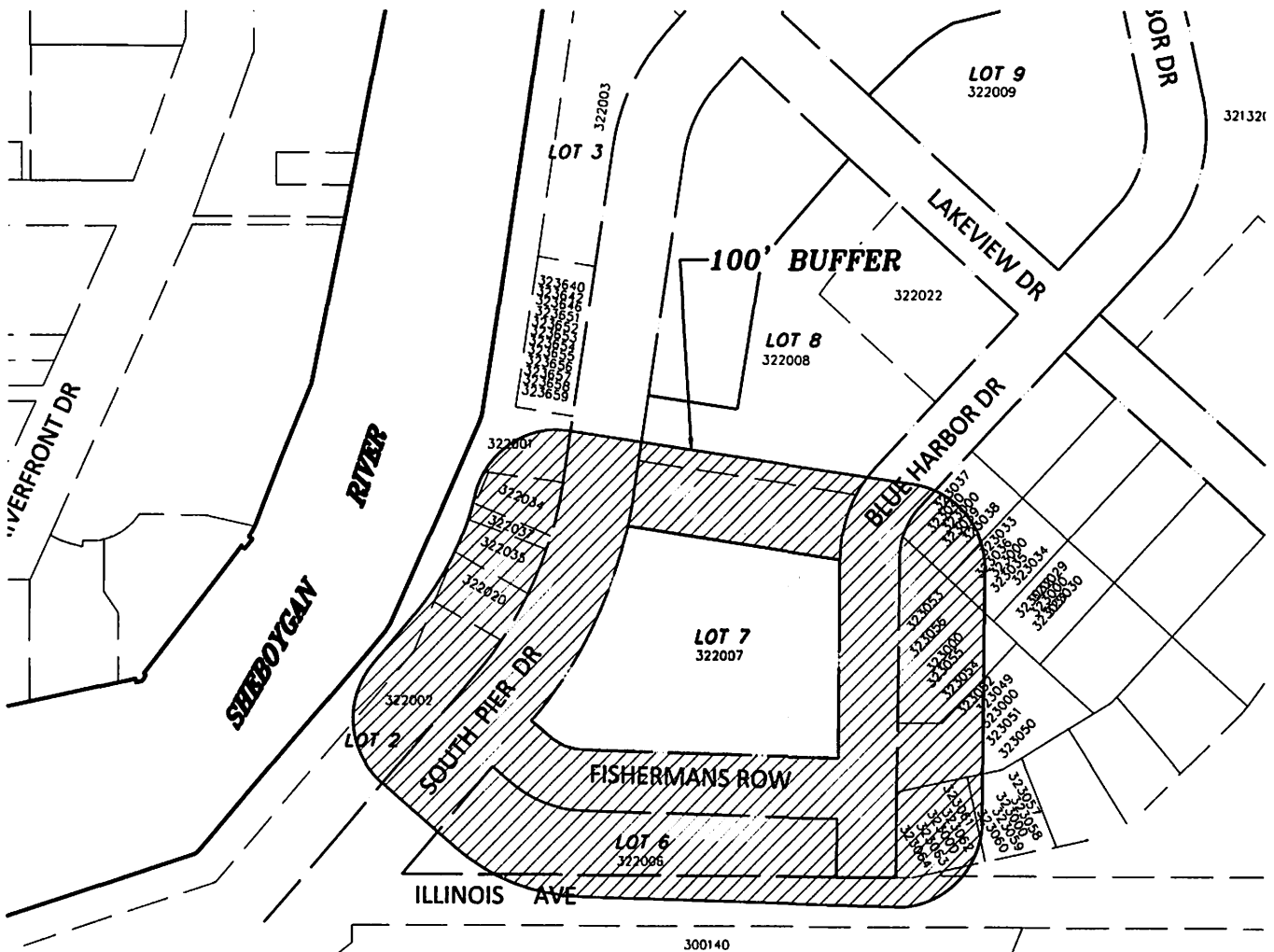
ALL SOUTH PIER AREA ZONED PPUD



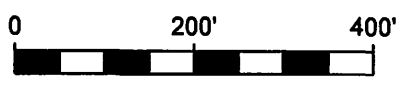
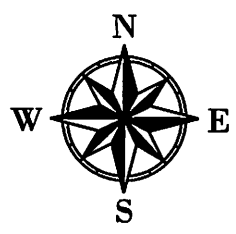
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.



ALL SOUTH PIER AREA ZONED PPUD



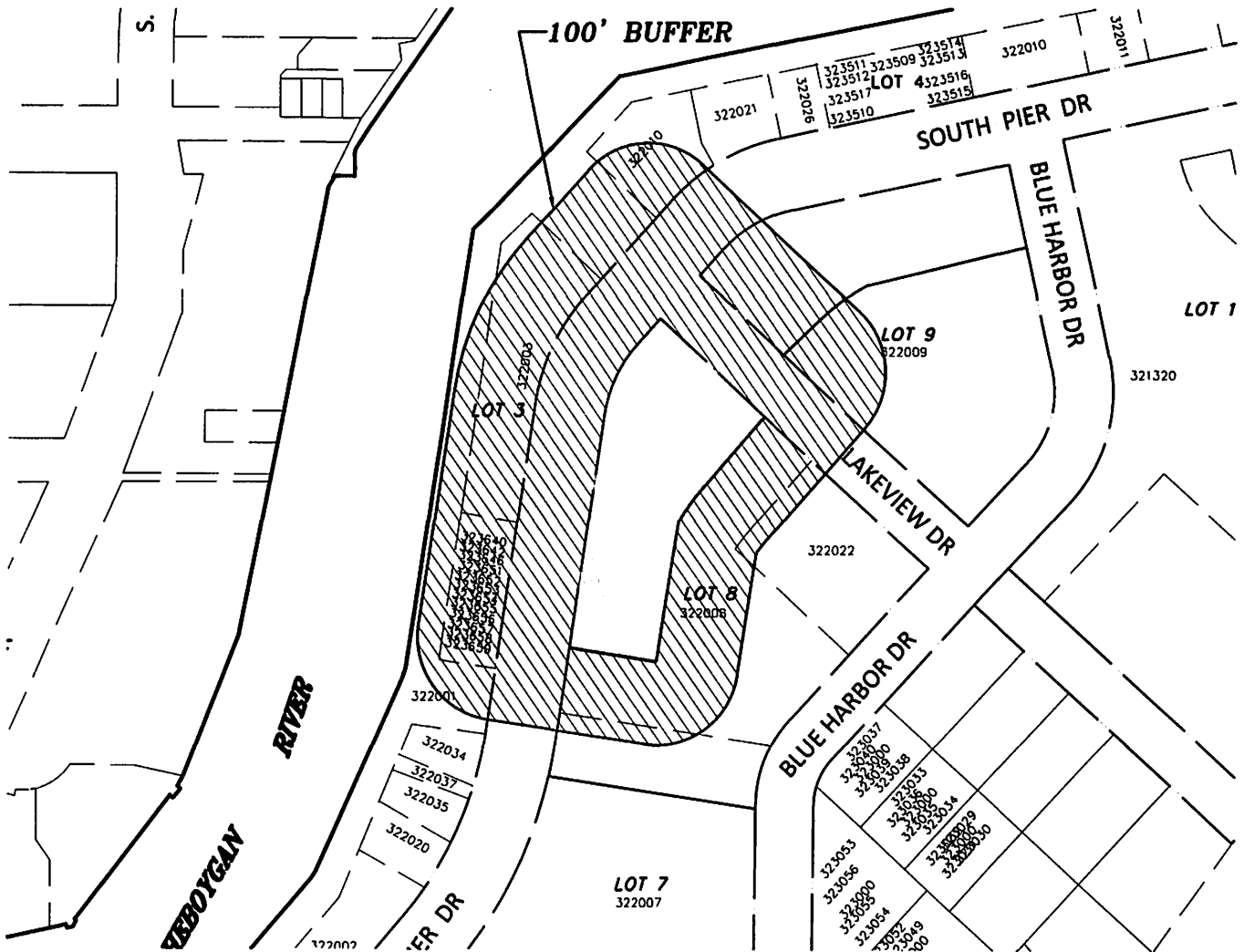
# PROPOSED ZONING CHANGE

## FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016

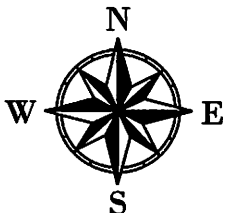
### PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23 AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47°23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE S 41°00'11" W 113.78', THENCE SOUTHWESTERLY 50.65' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.0' AND A CHORD BEARING OF S 35°54'44" W 50.58', THENCE S 09°13'43" W 170.33', THENCE N 81°22'46" W 107.97' TO A POINT ON THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 08°37'14" E ALONG SAID EAST R/W LINE 284.57', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 93.12' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 157.0' AND A CHORD BEARING OF N 25°36'43" E 91.76', THENCE N 42°36'12" E ALONG SAID EAST R/W LINE 42.85' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 49,338.37 SQ. FT. OR 1.13 ACRES.



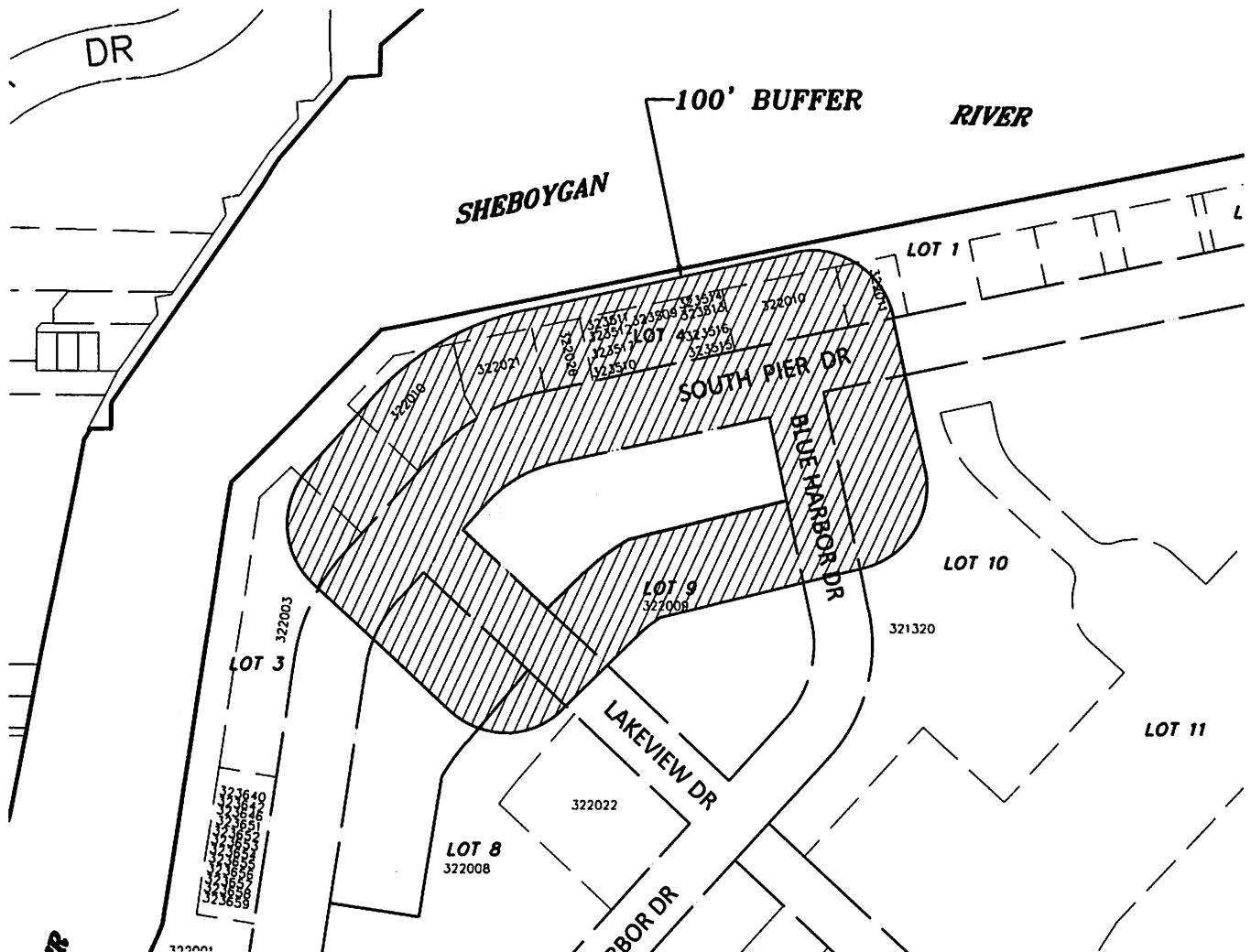
ALL SOUTH PIER AREA ZONED PPUD



# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 23, T. 15 N., R. 23 E.

BEING PART OF LOT 9 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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ALL SOUTH PIER AREA ZONED PPUD



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 160979

License No: 0000

Date: 06/03/2016

Received By: MMD

Received From: HCI PROPERTIES LLC

Memo: ZONING APP FEE - SOUTH PIER DEVELOPMENT

Method of Payment: \$200.00 Check No. 2121

Total Received: \$200.00

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

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

# South Pier Luxury Apartments

Sheboygan, WI

**Construction Begins Summer 2016 / Occupancy Spring 2017**

- An amazing opportunity to live close to the Sheboygan River and Lake Michigan along with the many lifestyle shops, restaurants and amenities
- 88 luxury apartments located on the beautiful and popular South Pier Peninsula
- Easy access to restaurants, boutique shops and walking trails
- Elegant row house architecture
- 1 and 2 bedroom units – all with Dens
- Private entrances and attached garages
- Designer kitchens with islands
- Open concept floor plans
- Modern in unit amenities including large decks, dishwashers, central air conditioning and Kohler Fixtures
- Amazing views of the Sheboygan River and Lake Michigan
- Leasing options from \$1095 - \$1500 per month

# General Development Plan

6-1-16

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**Intent of Document:**

The intent of the document is to provide the City of Sheboygan with a General Development Plan that summarizes the components of the South Pier Apartments project and to request PUD zoning and approval pursuant to the City of Sheboygan Zoning Code Section 15.914.

**Project Name:**

South Pier Apartments – Subject to change

**Project Owner:**

South Pier Sheboygan, LLC

HCI Properties WI, Inc.

**Submitted By:**

Horizon Capital Investments, LLC

Joseph T. Grasch – Partner

David Griffith – Partner

10060 W. Loomis Road

Franklin, WI 53132

414-406-2001

**Contacts:**

Chris Hitch – Engineer

Trio Engineering

12660D W. North Ave

Brookfield, WI 53005

Office 262-790-1480 x108

Cell 262-434-0296

David “Koz” Koscielniak – Architect

Kozitecture

12310 W. Waterford Drive

Greenfield, WI 53228

Cell 414-303-8489

Jared Burbach – Builder

Burbach Builders

W185 S8095 Racine Ave

Muskego, WI 53150

Office 262-679-5154

Cell 414-241-5858

**Zoning Request & Proposed Zoning Changes:**

Existing Zoning – PPUD

Proposed Zoning – South Pier Sheboygan PUD

See Proposed Zoning Change Sheets on pages 5-8.

**Development Parcels:**

The project area contains a total of 4.73 acres on four development parcels. Below are the specific sizes of each development parcel as represented on the actual CSM's on pages 17-19.

Site "A" - .98 Acres

Site "B" – 1.13 Acres

Site "C" – 1.75 Acres

Site "D" - .87 Acres

**Existing Land Use:**

All parcels are vacant land and have no current use.

**Surrounding Land Uses:**

North – Blue Harbor Resort, restaurants, boutique shopping, recreational retail and Park

South – Vacant land

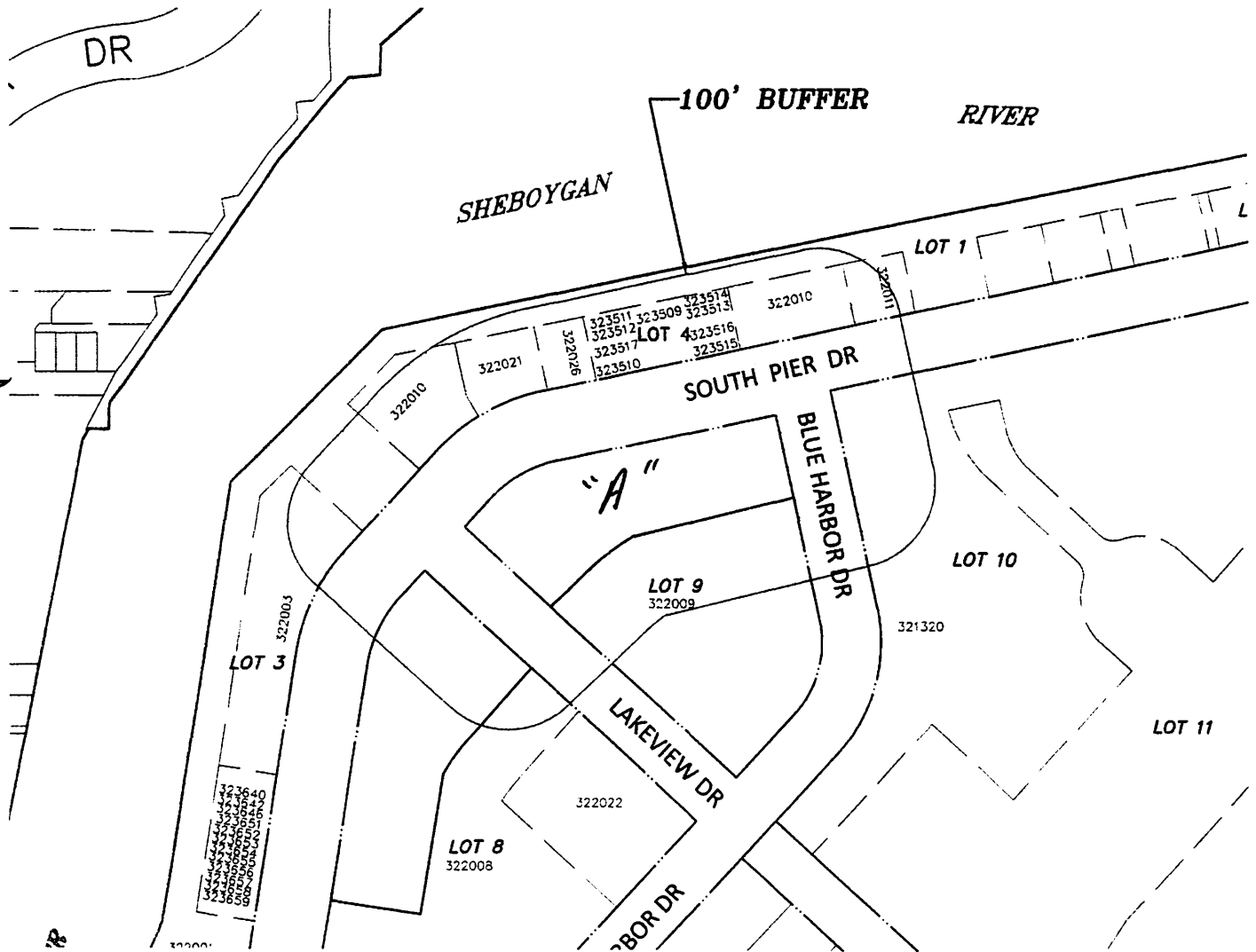
East – Blue Harbor Resort, future space port, parking lots

West – Restaurants, boutique shopping, recreational retail and vacant land

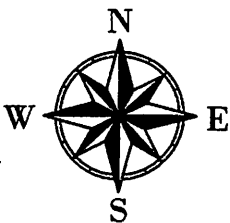
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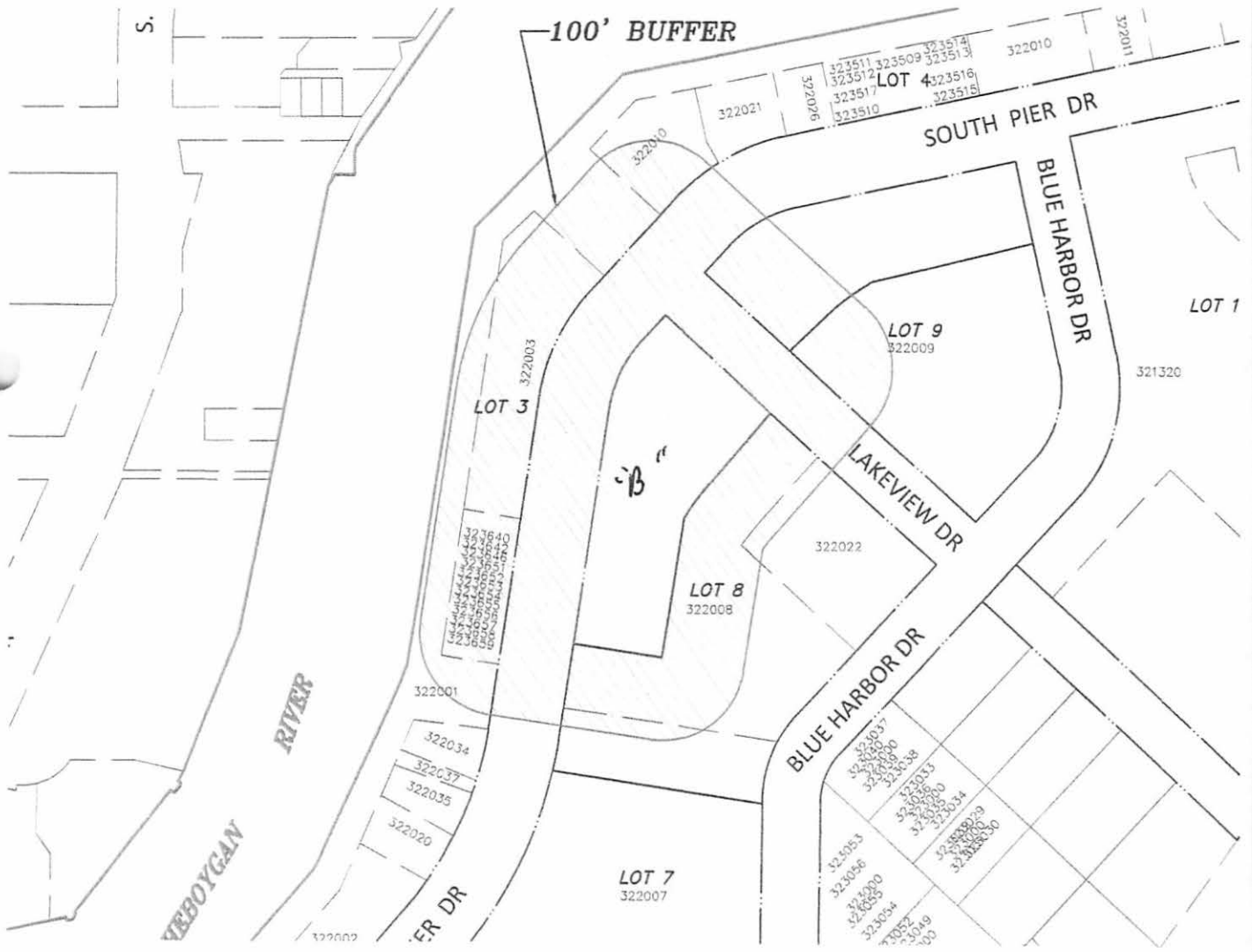
ALL SOUTH PIER AREA ZONED PPUD



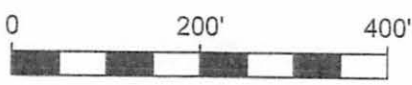
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

BEING PART OF LOT 8 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 23 AND THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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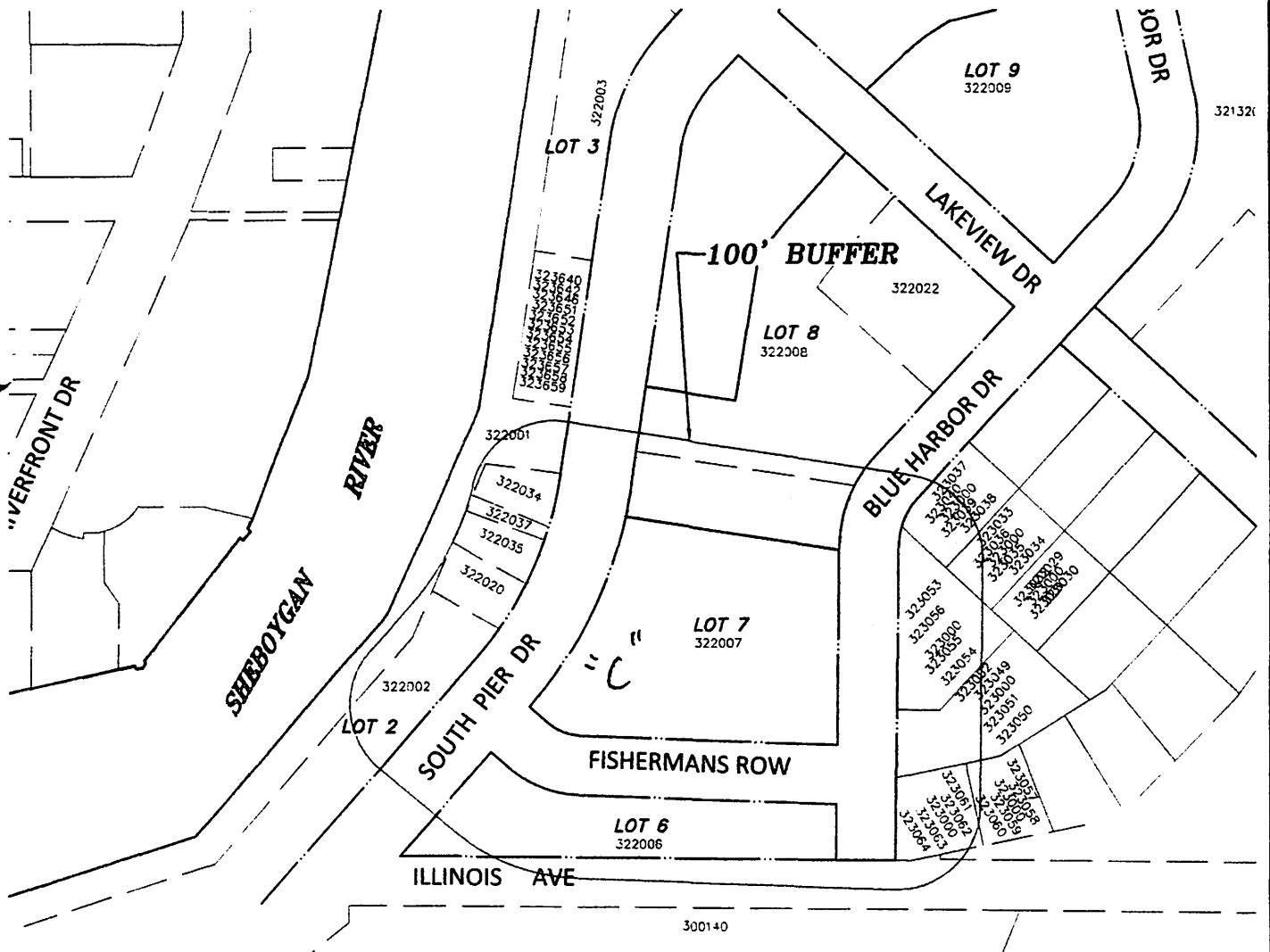
ALL SOUTH PIER AREA ZONED PPUD



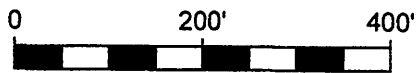
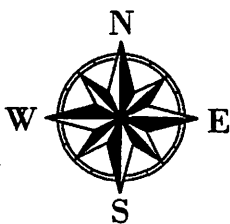
# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

BEING PART OF LOT 7 OF THE SOUTH PIER PLAT, LOCATED IN THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF BLUE HARBOR DRIVE WITH THE NORTH R/W LINE OF FISHERMANS ROW, SAID CORNER ALSO BEING THE POINT OF BEGINNING. THENCE N 88°18'23" W ALONG SAID NORTH R/W LINE 305.30', THENCE NORTHWESTERLY ALONG SAID NORTH R/W LINE 44.15' ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.0' AND A CHORD BEARING OF N 68°50'46" W 43.31', THENCE N 49°23'09" W ALONG SAID NORTH R/W LINE 28.21' TO ITS INTERSECTION WITH THE EAST R/W LINE OF SOUTH PIER DRIVE, THENCE N 40°35'24" E ALONG SAID EAST R/W LINE 2.95', THENCE NORTHEASTERLY ALONG SAID EAST R/W LINE 254.28' ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 525.0' AND A CHORD BEARING OF N 26°42'53" E 251.80', THENCE S 81°22'46" E 256.89' TO A POINT ON THE WEST R/W LINE OF BLUE HARBOR DRIVE, THENCE S 00°31'41" W ALONG SAID WEST R/W LINE 231.68' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 76,170.10 SQ. FT. OR 1.75 ACRES.

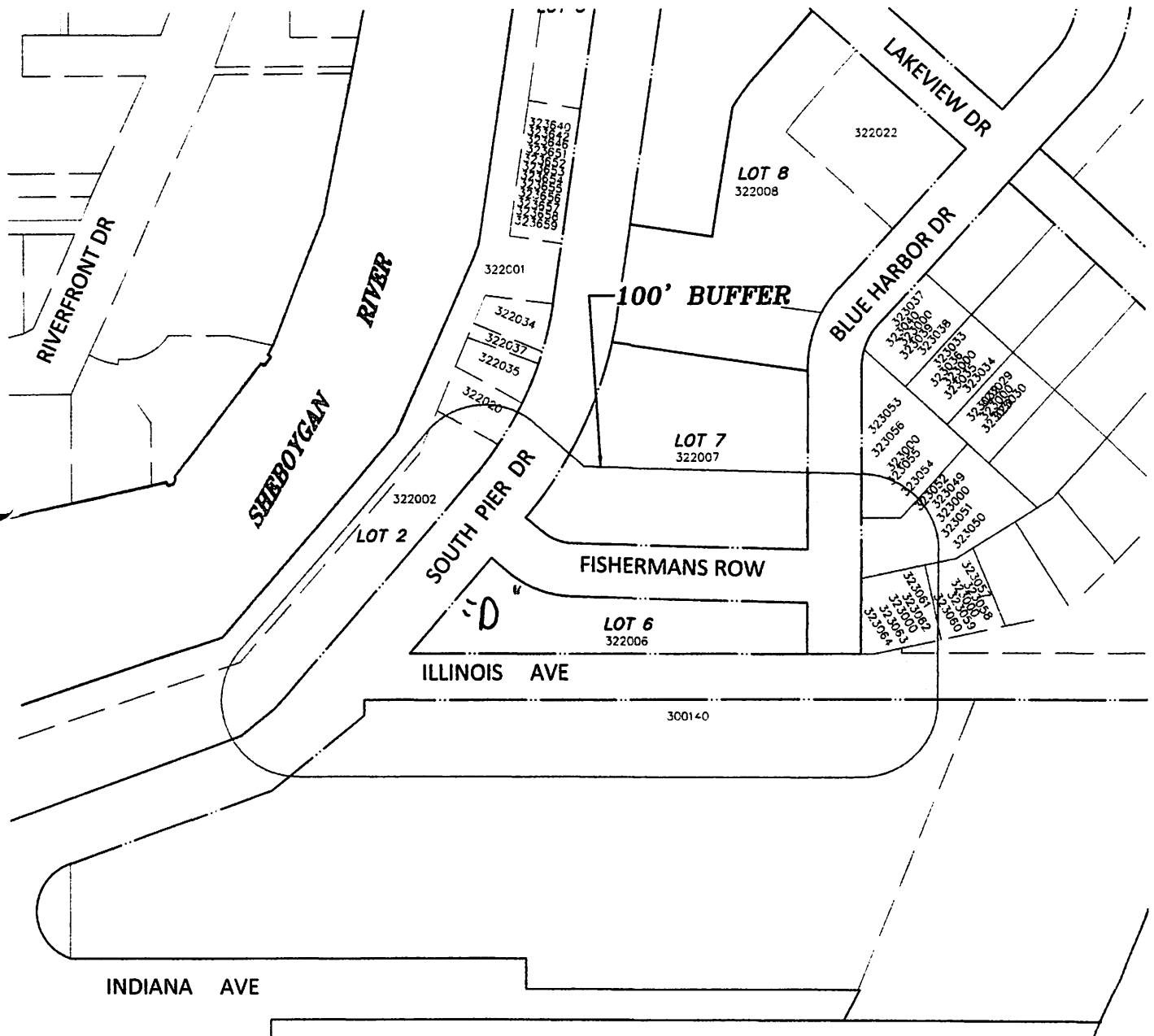


ALL SOUTH PIER AREA ZONED PPUD

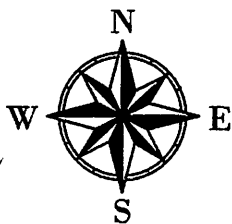


# PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 26, T. 15 N., R. 23 E.

LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST 1/4 AND THE NW 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



ALL SOUTH PIER AREA ZONED PPUD





Google earth

miles  
km

3

5





S. Commerce St & Jefferson Ave. (Shoreline Metro Office)

South Pier

*South Pier  
Apartments*

Google earth

Google earth

feet  
meters

2000

800



## Nearby Property Owners:

<b>DIRECTION</b>	<b>TAX ID</b>	<b>ADDRESS</b>	<b>OWNER</b>
WEST	59281322020	682 SOUTH PIER DRIVE	DAYESEYE, LLC
WEST	59281322037	668 SOUTH PIER DRIVE	PHOHIBITION BISTRO 668, LLC
WEST	59281322034	668 SOUTH PIER DRIVE	PROHIBITION BISTRO 668, LLC
WEST	59281323659	652 SOUTH PIER DRIVE	DANIEL C. WILSON
WEST	59281323658	650 SOUTH PIER DRIVE	RANDALL W. MEYER
WEST	59281323657	650 SOUTH PIER DRIVE	PAUL RADERMACHER
WEST	59281323656	650 SOUTH PIER DRIVE	MOSCHWARZ, LLC
WEST	59281323655	650 SOUTH PIER DRIVE	MOSCHWARZ, LLC
WEST	59281323654	650 SOUTH PIER DRIVE	HILDA CIESZKI
WEST	59281323653	650 SOUTH PIER DRIVE	MOSCHWARZ, LLC
WEST	59281323652	650 SOUTH PIER DRIVE	BKCC, LLC
WEST	59281323651	650 SOUTH PIER DRIVE	BKCC, LLC
WEST	59281323646	646 SOUTH PIER DRIVE	DANIEL C. WILSON
WEST	59281323642	642 SOUTH PIER DRIVE	DANIEL C. WILSON
WEST	59281323640	640 SOUTH PIER DRIVE	GREGORY ZASTROW
WEST	59281322003	VACANT LAND	RDA
WEST	59281322002	718 SOUTH PIER DRIVE	RDA
WEST	59281322010	VACANT LAND	RDA
WEST	59281322035	676 SOUTH PIER DRIVE	DAN CHARTERS WELCH
WEST	59281322021	534 SOUTH PIER DRIVE	SPARROWS POINT, LLC
WEST	59281322026	528 SOUTH PIER DRIVE	SPARROWS POINT, LLC
WEST	59281323510	510 SOUTH PIER DRIVE	ANGLERS AVE, LLC
WEST	59281323511	514 SOUTH PIER DRIVE	DAVID ALTMAYER
WEST	59281323517	518 SOUTH PIER DRIVE	ANGLERS AVE, LLC
WEST	59281323512	514 SOUTH PIER DRIVE	PAUL VREEKE
WEST	59281323516	522 SOUTH PIER DRIVE	TRES CHIC REAL
WEST	59281323513	514 SOUTH PIER DRIVE	NEW HORIZON DEVELOPMENT
WEST	59281323515	524 SOUTH PIER DRIVE	SPARTACUS PROPERTIES, LLC
WEST	59281323514	514 SOUTH PIER DRIVE	DONNA SUSCHA
WEST	59281321310	725 BLUE HARBOR DRIVE	SHEBOYGAN ACQUISITIONS, LLC
WEST	59281322022	802 BLUE HARBOR DRIVE	SHEBOYGAN ACQUISITIONS, LLC
NORTH	59281322011	434 SOUTH PIER DRIVE	R&M MOELLER, LLC
NORTH	59281322033	342 SOUTH PIER DRIVE	R&M MOELLER, LLC
NORTH	59281322001	VACANT LAND	RDA
NORTH	59281322025	VACANT LAND	RDA
NORTH	59281322032	VACANT LAND	RDA
NORTH	59281322029	422 SOUTH PIER DRIVE	M&H DEVELOPMENT, LLC
NORTH	59281322028	322 SOUTH PIER DRIVE	HARBOR POINT MINIATURE

EAST	59281323001	435 BEACHFRONT LANE	TRENNA PROPERTY
EAST	59281323002	437 BEACHFRONT LANE	736 BLUE HARBOR, LLC
EAST	59281323003	439 BEACHFRONT LANE	SHEBOYGAN ACQUISITIONS, LLC
EAST	59281323004	441 BEACHFRONT LANE	ANTHONY & KATHLEEN EVERS
EAST	59281323005	427 BEACHFRONT LANE	ROBERT & DARA SCHNEIDER
EAST	59281323006	429 BEACHFRONT LANE	BKR PROPERTIES, LLC
EAST	59281323007	431 BEACHFRONT LANE	SHEBOYGAN RESORT OPERATOR, LLC
EAST	59281323008	433 BEACHFRONT LANE	LOMAT SW DEVELOPMENT, LLC
EAST	59281323009	419 BEACHFRONT LANE	CARL & MARY KLEINHEINZ
EAST	59281323010	421 BEACHFRONT LANE	WOLFGANG R.W.HEMSCHIK
EAST	59281323011	423 BEACHFRONT LANE	T&S DEVELOPMENT CO.
EAST	59281323012	425 BEACHFRONT LANE	CLAREMONT NEW FRONTIER
EAST	59281323013	411 BEACHFRONT LANE	SCHWEIBL HOLDINGS, LLC
EAST	59281323014	413 BEACHFRONT LANE	413 BEACHFRONT, LLC
EAST	59281323015	415 BEACHFRONT LANE	415 BEACHFRONT, LLC
EAST	59281323016	417 BEACHFRONT LANE	LINDA & LAWRENCE GAVIN
EAST	59281323017	807 BEACHFRONT DRIVE	GERALD FARSYTHE
EAST	59281323018	809 BEACHFRONT DRIVE	MICHAEL & ANNEKE SCHLICHT
EAST	59281323019	811 BEACHFRONT DRIVE	JOHN R BRIGHAM
EAST	59281323020	813 BEACHFRONT DRIVE	GERALD FARSYTHE
EAST	59281323037	436 BEACHFRONT COURT	GERALD FARSYTHE
EAST	59281323038	438 BEACHFRONT COURT	SHEBOYGAN ACQUISITIONS, LLC
EAST	59281323039	440 BEACHFRONT COURT	PATER & KRISTA WODARZ
EAST	59281323040	442 BEACHFRONT COURT	OPEN OUTCRY RENTALS
EAST	59281323033	428 BEACHFRONT COURT	PHILRO, LLC
EAST	59281323034	430 BEACHFRONT COURT	STEVEN & SHEILA BOOTH
EAST	59281323035	432 BEACHFRONT COURT	BRANDON & JENNIFER NELSON
EAST	59281323036	434 BEACHFRONT COURT	WILLIAM NOONAN
EAST	59281323029	420 BEACHFRONT COURT	MICHAEL & ANNEKE SCHLICHT
EAST	59281323030	422 BEACHFRONT COURT	BRYAN & MELISSA ANDERSON
EAST	59281323031	424 BEACHFRONT COURT	424 BEACHFRONT COURT, LLC
EAST	59281323032	426 BEACHFRONT COURT	STEVEN & KAROL NELSON
EAST	59281323025	412 BEACHFRONT COURT	OSCAR REAL ESTATE, LLC
EAST	59281323026	414 BEACHFRONT COURT	THOMAS & JANET SATHER
EAST	59281323027	416 BEACHFRONT COURT	WATERBABIES, LLC
EAST	59281323028	418 BEACHFRONT COURT	PALATINE RESORT
EAST	59281323021	817 BEACHFRONT DRIVE	J. PAHAR FAMILY, LLC
EAST	59281323022	819 BEACHFRONT DRIVE	MOJOHN GROUPO, LLC
EAST	59281323023	821 BEACHFRONT DRIVE	821 BEACHFRONT DRIVE, LLC
EAST	59281323024	823 BEACHFRONT DRIVE	PAUL SCHOLL

EAST	59281323041	825 BEACHFRONT DRIVE	DAVID ROBERT & DEANNE MARIE LESLIE TRUST
EAST	59281323042	827 BEACHFRONT DRIVE	827 BEACHFRONT DRIVE, LLC
EAST	59281323043	829 BEACHFRONT DRIVE	DAD'S GROUP, LLC
EAST	59281323044	831 BEACHFRONT DRIVE	JOHN & ROBERT BRIGHAM
EAST	59281323045	833 BEACHFRONT DRIVE	833 BEACHFRONT DRIVE, LLC
EAST	59281323046	835 BEACHFRONT DRIVE	835 BEACHFRONT DRIVE, LLC
EAST	59281323047	837 BEACHFRONT DRIVE	SPLISH SPLASH, LLC
EAST	59281323048	839 BEACHFRONT DRIVE	KENNETH & VICKI ZIMMERMANN
EAST	59281323057	841 BEACHFRONT DRIVE	KEVIN & ELIZABETH KURZ
EAST	59281323058	843 BEACHFRONT DRIVE	KAREN & BILL RODDY
EAST	59281323059	845 BEACHFRONT DRIVE	DEERFIELD BLUE HARBOR
EAST	59281323060	847 BEACHFRONT DRIVE	WILLIAM & SALLY ZEINEMANN
EAST	59281323061	849 BEACHFRONT DRIVE	DONALD & MARGUERITE BARSHCHEL
EAST	59281323062	851 BEACHFRONT DRIVE	PLANETTEK, LLC
EAST	59281323063	853 BEACHFRONT DRIVE	RACHEL SHIELDS
EAST	59281323064	855 BEACHFRONT DRIVE	THOMAS & JOYCE ATKINS
EAST	59281323053	423 BEACHFRONT COURT	RACHEL SHIELDS
EAST	59281323054	425 BEACHFRONT COURT	FLAHERTY INVESTMENT
EAST	59281323055	427 BEACHFRONT COURT	AMERICAN ORTHODANTICS CORP
EAST	59281323056	429 BEACHFRONT COURT	FREDRICK ZILLNER
EAST	59281323049	415 BEACHFRONT COURT	LIFES A HOLIDAY, LLC
EAST	59281323050	417 BEACHFRONT COURT	DUSTIN & AMANDA YOUNG
EAST	59281323051	419 BEACHFRONT COURT	TIMOTHY FREY
EAST	59281323052	421 BEACHFRONT COURT	EDWARD & SUSAN DAVIS
SOUTH	59281300140	502 INDIANA	NEW MIDWEST PROPERTIES

---

### **Development Concept:**

The South Pier Apartments will be a luxury apartment brand that will be a great addition to the South Pier peninsula and a major catalyst for future development. Additionally, this project will provide much needed housing for major local businesses and manufactures that are hiring new employees from out of the area. Recent market studies have discovered that there is a shortage of housing for new employees moving into the area and that there is a heavy demand for new lifestyle housing that the South Pier Apartments was designed to attract.

### **Why PUD:**

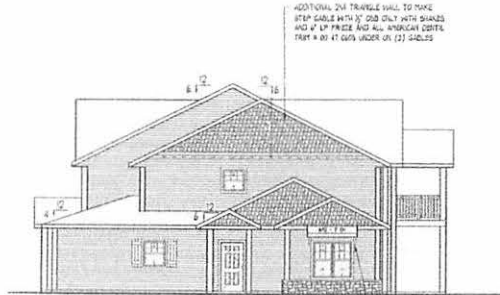
The site is currently zoned as a Pre-Planned Unit Development (PPUD) District, which means this site is unique to the city and will require special attention to land use and aesthetic design.

The South Pier Apartments PUD 2016 will allow the design flexibility to create a new high quality residential complex and maintain a pedestrian friendly / side walk / lifestyle environment

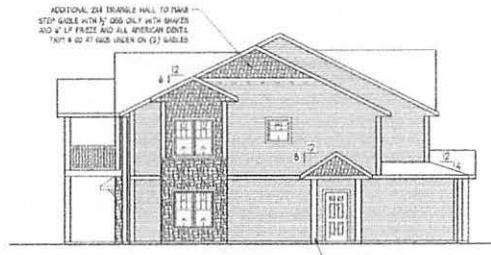




FRONT ELEVATION  
1/8" = 1'-0"



RIGHT ELEVATION  
1/8" = 1'-0"



LEFT ELEVATION  
1/8" = 1'-0"



REAR ELEVATION  
1/8" = 1'-0"

**CUSTOMER APPROVAL**

ALL APPROVALS, PERMITS AND INSURANCE DOCUMENTS RELATING TO THIS PROJECT MUST BE OBTAINED PRIOR TO COMMENCEMENT OF WORK.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

Check Back of Signature for the status of \_\_\_\_\_ will be required for permitting purposes prior to shipment of home.

PLEASE SIGN AND RETURN THIS COPY TO AMWOOD

ELEVATIONS

THIS PLAN IS THE PROPERTY OF

**Amwood CUSTOMER HOMES**

11000 31st Avenue, SE, Everett, WA 98203-3442  
800-758-7398 Fax: 820-758-3442  
www.amwoodhomes.com

CHECKED BY

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- This plan and/or set is the property of Amwood Homes, Inc. and use of this plan is prohibited without the written consent of Amwood Homes, Inc.
- Amwood Homes, Inc. and/or its owner shall have construction site rights for use of these blueprints, drawings, plans and/or specifications.

TITLE	DATE	BY	DATE	DATE
Plan / Custom				
Revision				
Revision				
Revision				

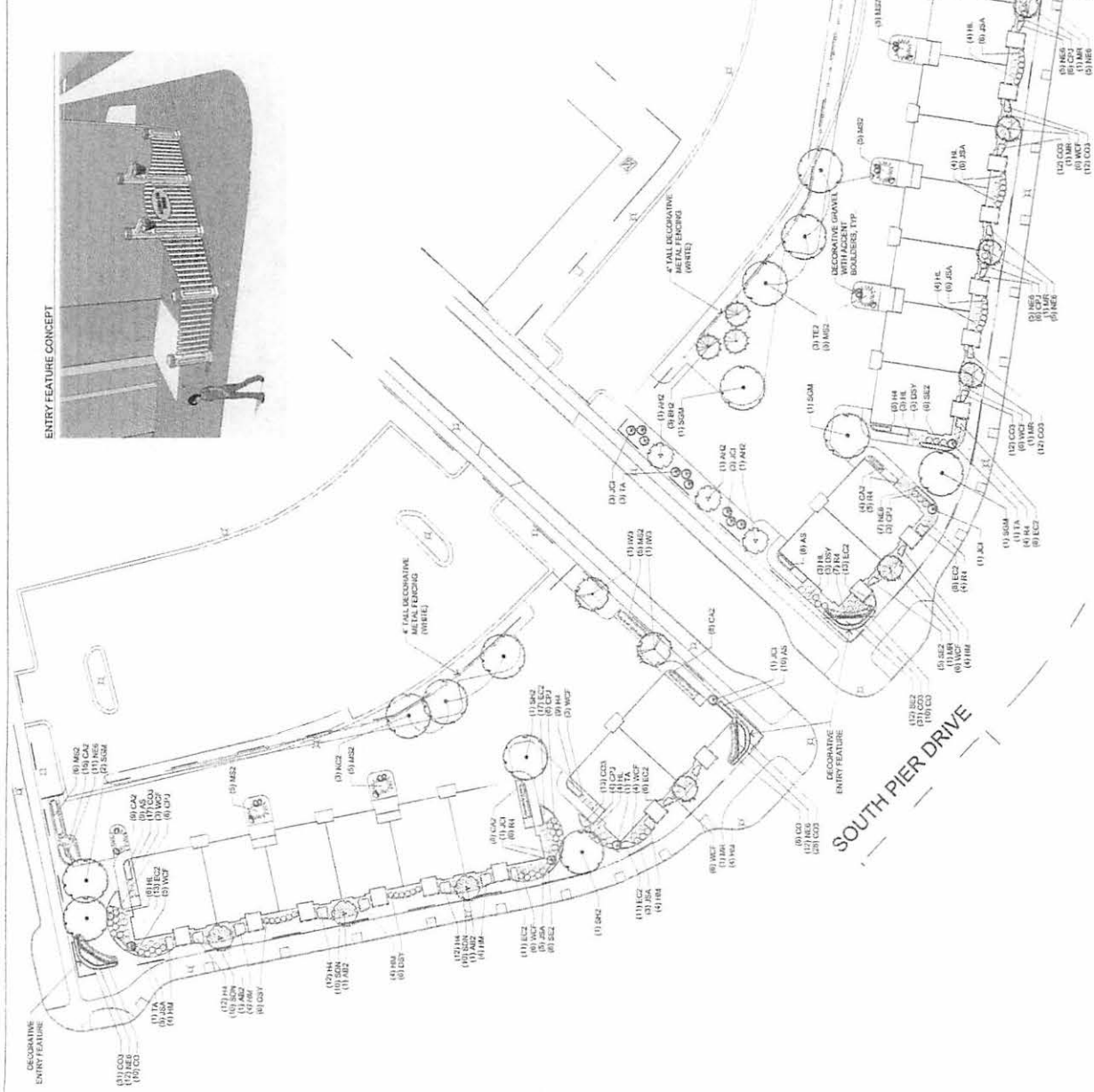
Cust. No. 9003  
T.O. No. 9051  
Job No. MU-604  
CITY: WAVERLY, IA

**GRAPHIC SCALE**  
0 15 30 60

**PLANTERS POTLINE**  
138 Item (600) 242-8011  
Manufacture Area (202) 432-7910  
Fax (202) 432-7910  
Planters Potline  
Planters Potline

**PLANT SCHEDULE NORTH**

SYMBOL	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
(1) COJ	1	Common Juniper	Juniperus communis	12" CA	For screening walls
(1) COB	1	Common Boxwood	Buxus sempervirens	12" CA	For screening walls
(1) COA	1	Common Arborvitae	Thuja occidentalis	12" CA	For screening walls
(1) COE	1	Common Elm	Ulmus americana	12" CA	For screening walls
(1) COF	1	Common Fir	Abies balsamea	12" CA	For screening walls
(1) COG	1	Common Spruce	Picea canadensis	12" CA	For screening walls
(1) COH	1	Common Hemlock	Tsuga canadensis	12" CA	For screening walls
(1) COI	1	Common Cedar	Juniperus horizontalis	12" CA	For screening walls
(1) COJ	1	Common Juniper	Juniperus horizontalis	12" CA	For screening walls
(1) COK	1	Common Yew	Taxus canadensis	12" CA	For screening walls
(1) COL	1	Common Linden	Tilia cordata	12" CA	For screening walls
(1) COM	1	Common Magnolia	Magnolia grandiflora	12" CA	For screening walls
(1) CON	1	Common Norway Spruce	Picea abies	12" CA	For screening walls
(1) COO	1	Common Oak	Quercus prinus	12" CA	For screening walls
(1) COP	1	Common Pine	Pinus strobus	12" CA	For screening walls
(1) COQ	1	Common Quercus	Quercus prinus	12" CA	For screening walls
(1) COS	1	Common Sycamore	Platanus occidentalis	12" CA	For screening walls
(1) COT	1	Common Tulip Tree	Liriodendron tulipifera	12" CA	For screening walls
(1) COU	1	Common Umbrella Tree	Platanus occidentalis	12" CA	For screening walls
(1) COV	1	Common Vine	Celastrus scandens	12" CA	For screening walls
(1) COW	1	Common Willow	Salix nigra	12" CA	For screening walls
(1) COX	1	Common Boxwood	Buxus sempervirens	12" CA	For screening walls
(1) COY	1	Common Yew	Taxus canadensis	12" CA	For screening walls
(1) COZ	1	Common Zebra Plant	Alternanthera versicolor	12" CA	For screening walls
(1) CO1	1	Common One	Alternanthera versicolor	12" CA	For screening walls
(1) CO2	1	Common Two	Alternanthera versicolor	12" CA	For screening walls
(1) CO3	1	Common Three	Alternanthera versicolor	12" CA	For screening walls
(1) CO4	1	Common Four	Alternanthera versicolor	12" CA	For screening walls
(1) CO5	1	Common Five	Alternanthera versicolor	12" CA	For screening walls
(1) CO6	1	Common Six	Alternanthera versicolor	12" CA	For screening walls
(1) CO7	1	Common Seven	Alternanthera versicolor	12" CA	For screening walls
(1) CO8	1	Common Eight	Alternanthera versicolor	12" CA	For screening walls
(1) CO9	1	Common Nine	Alternanthera versicolor	12" CA	For screening walls
(1) CO0	1	Common Ten	Alternanthera versicolor	12" CA	For screening walls



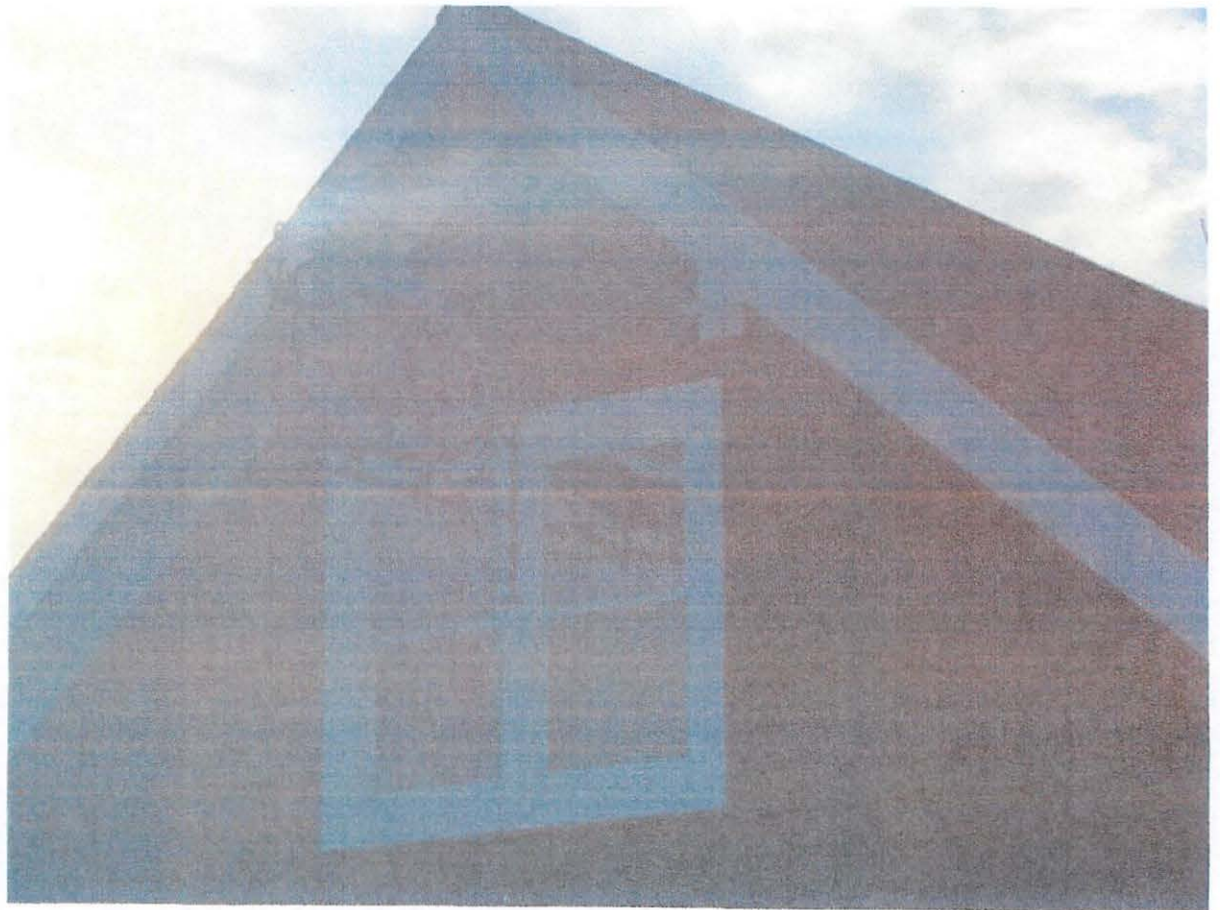
**THIS PLAN IS FOR MUNICIPAL REVIEW  
NOT FOR BIDDING  
OR CONSTRUCTION PURPOSES**



### General Signage Plan:

Project signage will be accomplished in two distinct ways.

1. Signage will be incorporated into the landscape plans as identified on pages 13-14 as Entry Feature Concept. A total of 5 such entry features will be installed at the property as identified on the landscape plans.
2. Each building will have a decorative “hanging” sign at strategic locations around the building focusing on the side elevations. All signs will be exact in terms of the hanging device, logo and color. See examples size and scale in the pictures below: Exact sign, art and hanging device TBD.

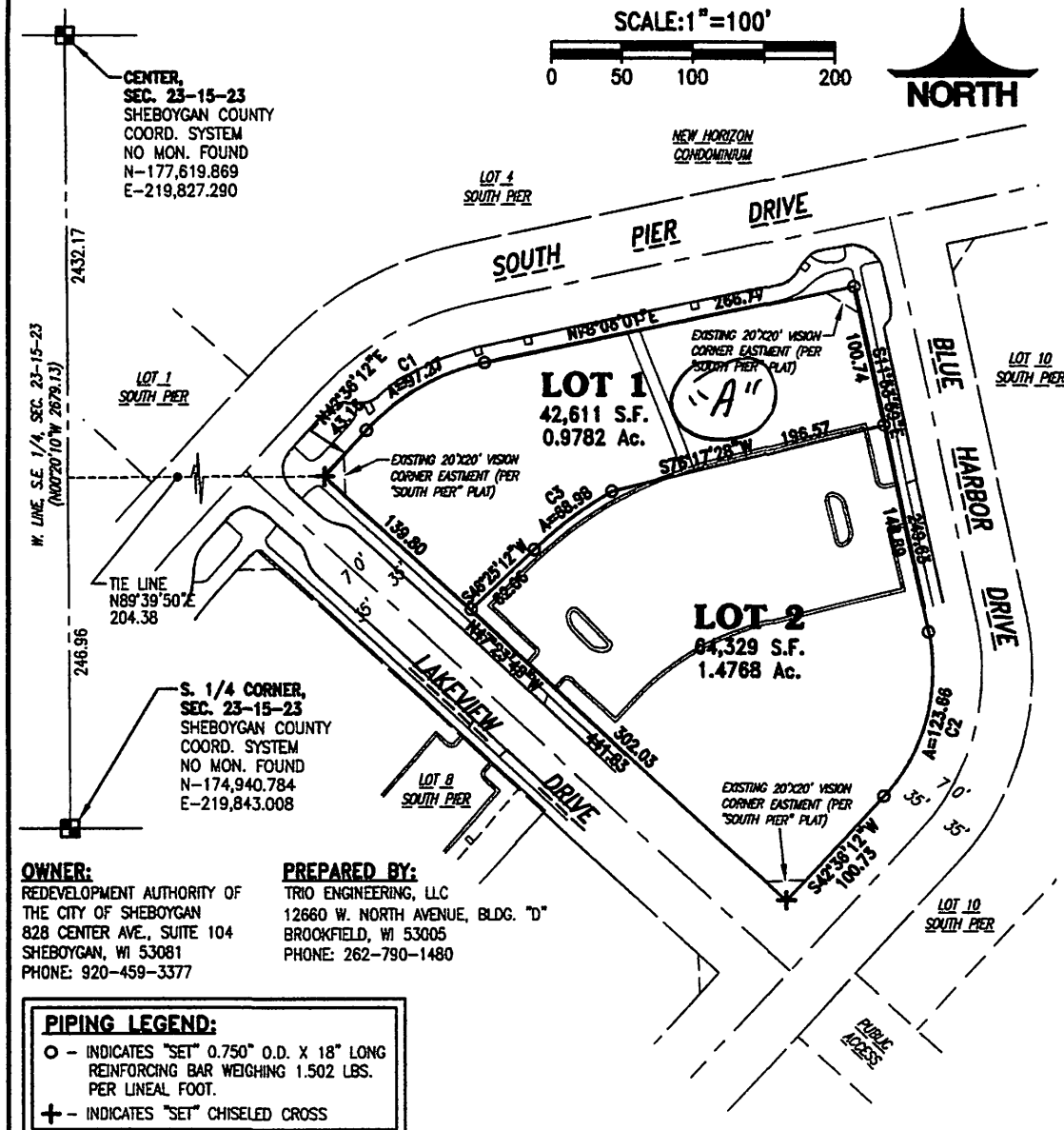
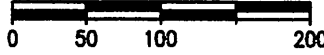




# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A REDVISION OF LOT 9 OF "SOUTH PIER", BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWN 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

SCALE: 1" = 100'



CENTER,  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-177,619.869  
E-219,827.290

NEW HORIZON  
CONDOMINIUM

W. LINE, S.E. 1/4, SEC. 23-15-23  
(N00°20'10"W 2679.13)

TIE LINE  
N89°39'50"E  
204.38

S. 1/4 CORNER,  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-174,940.784  
E-219,843.008

**OWNER:**  
REDEVELOPMENT AUTHORITY OF  
THE CITY OF SHEBOYGAN  
828 CENTER AVE., SUITE 104  
SHEBOYGAN, WI 53081  
PHONE: 920-459-3377

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
12660 W. NORTH AVENUE, BLDG. "D"  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480

**PIPING LEGEND:**

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- + - INDICATES "SET" CHISELED CROSS

**CURVE TABLE:**

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	157.00	35°29'49"	97.27	95.72	N60°21'06.5"E	N42°36'12"E	N78°06'01"E
C2	130.00	54°30'11"	123.66	119.05	S15°21'06.5"W	S11°53'59"E	S42°36'12"W
C3	275.00	14°22'21"	68.98	68.80	S53°36'22.5"W	S60°47'33"W	S46°25'12"W

**GENERAL NOTES:**

- ALL BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY, IN WHICH THE WEST LINE OF THE S.E. 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST, ASSUMED TO BEAR N00°20'10"W.
- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.

DRAFTED THIS 28th DAY OF APRIL, 2016  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972



JOB NO. 16-003-993-01  
SHEET 1 OF 4

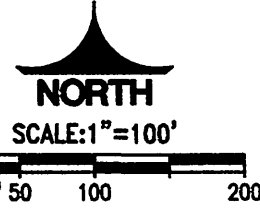
PL 09001 (883) (8003-01) Survey (CSA) 5/30/2002.dwg

**CERTIFIED SURVEY MAP NO.**

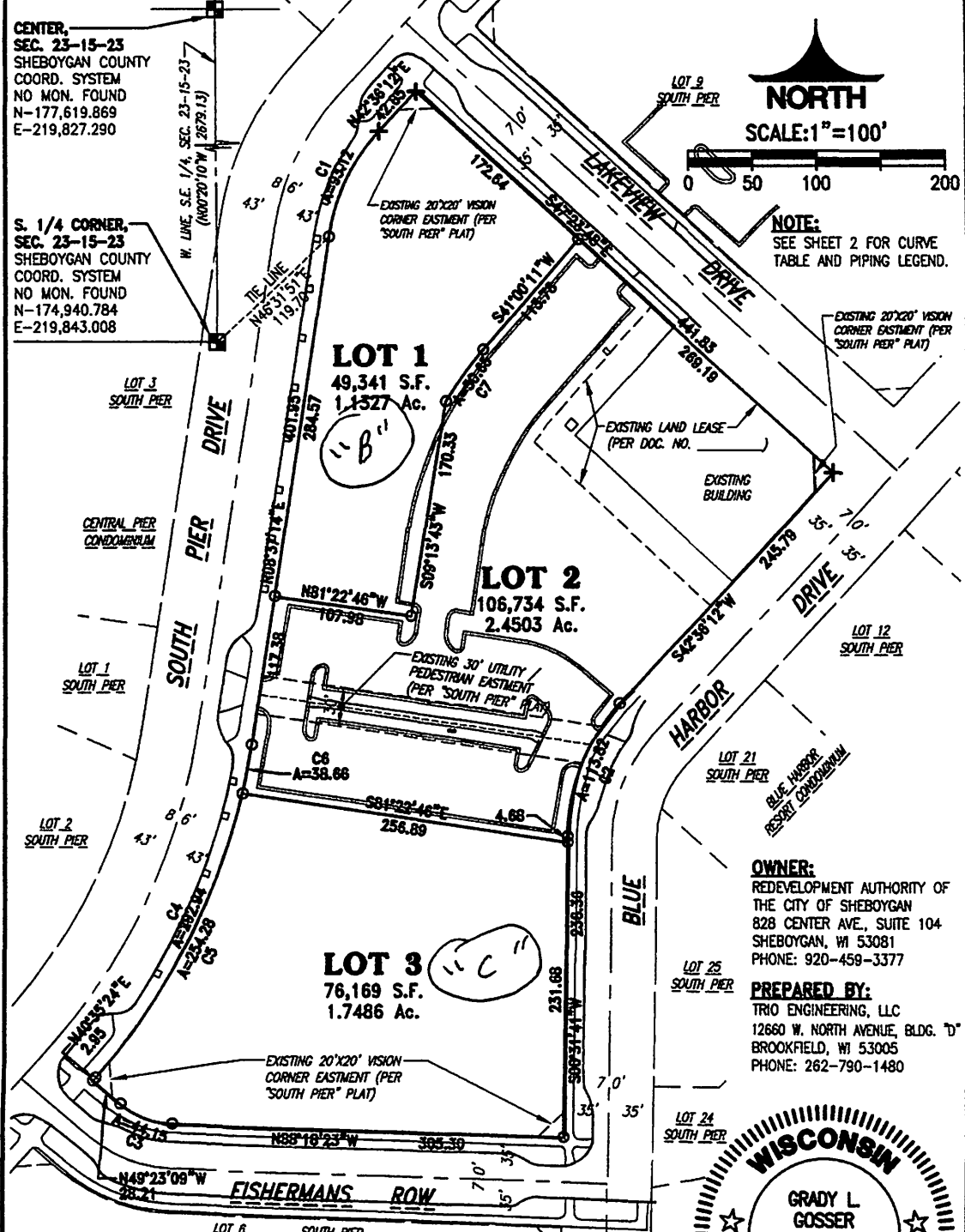
BEING A REDIVISION OF LOTS 7 AND 8 OF "SOUTH PIER", BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWN 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

CENTER,  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-177,619.869  
E-219,827.290

S. 1/4 CORNER,  
SEC. 23-15-23  
SHEBOYGAN COUNTY  
COORD. SYSTEM  
NO MON. FOUND  
N-174,940.784  
E-219,843.008



**NOTE:**  
SEE SHEET 2 FOR CURVE  
TABLE AND PIPING LEGEND.



**OWNER:**  
REDEVELOPMENT AUTHORITY OF  
THE CITY OF SHEBOYGAN  
828 CENTER AVE., SUITE 104  
SHEBOYGAN, WI 53081  
PHONE: 920-459-3377

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
12660 W. NORTH AVENUE, BLDG. "D"  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480



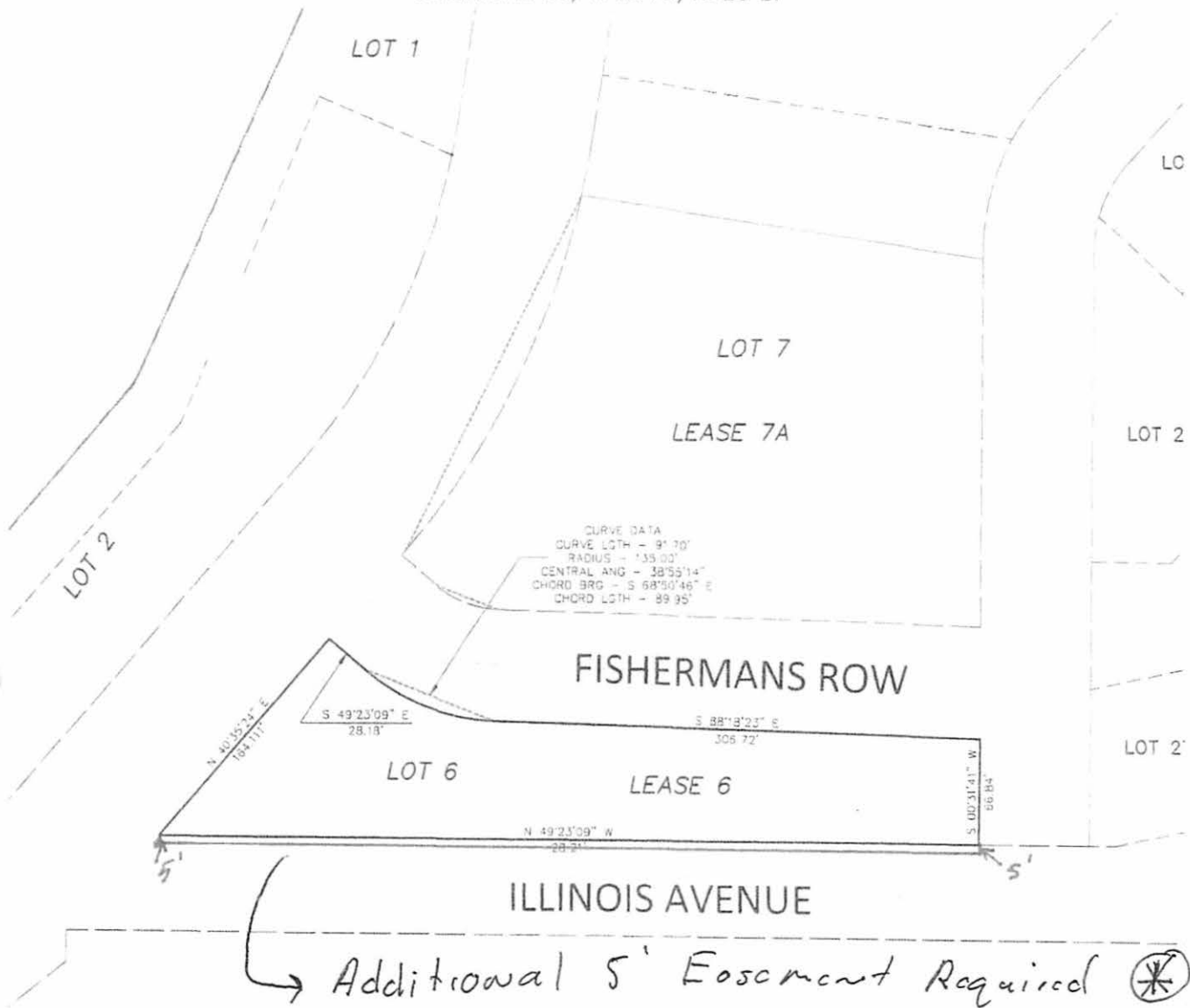
**GENERAL NOTES:**

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DRAFTED THIS 28th DAY OF APRIL, 2016  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 16-003-993-01  
SHEET 1 OF 5

GROUND LEASE DESCRIPTION  
 LOT 6, PLAT OF SOUTH PIER  
 SECTIONS 26, T. 15 N., R. 23 E.



BEING LOT 6 OF THE PLAT OF SOUTH PIER, LOCATED IN THE NORTH 1/2 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



LEGAL & PARCEL MAP



## Project Data:

<u>NUMBER</u>	<u>TYPE</u>		<u>FOOTAGE</u>	<u>Total Footage</u>	<u>UNIT RENT</u>	<u>COST / SQ. FT</u>
6	1 Bed / 1 Bath / Den / Lower - End Cap	1A	984	5,904	1,125	1.14
26	1 Bed / 1 Bath / Den / Lower - Interior	1B	984	25,584	1,095	1.11
4	1 Bed / 1 Bath / Den / Lower - End Cap - 4 Unit	1A	984	3,936	1,175	1.19
4	2 Bed / 2 Bath / Den / Lower / 2 Car Garage - End Cap	1F	1,130	4,520	1,450	1.28
4	2 Bed / 2 Bath / Den / Lower / 2 Car Garage - End Cap - 4 Unit	1F	1,130	4,520	1,500	1.33
10	2 Bed / 2 Bath / Den / Upper - End Cap	2A	1,444	14,440	1,475	1.02
8	2 Bed / 2 Bath / Den / Upper - End Cap - 4 Unit	2A	1,444	11,552	1,500	1.04
26	2 Bed / 2 Bath / Den / Upper - Interior	2B	1,444	37,544	1,445	1.00

## Site Data:

<b>Development "A"</b>		
Total Lot Size	0.978 AC	100.0%
Greenspace	0.303 AC	31.0%
Building	0.302 AC	30.9%
Parking	0.373 AC	38.1%
<b>Development "B"</b>		
Total Lot Size	1.133 AC	100.0%
Greenspace	0.356 AC	31.4%
Building	0.344 AC	30.4%
Parking	0.433 AC	38.2%
<b>Development "C"</b>		
Total Lot Size	1.749 AC	100.0%
Greenspace	0.639 AC	36.5%
Building	0.508 AC	29.1%
Parking	0.602 AC	34.4%
<b>Development "D"</b>		
Total Lot Size	0.872 AC	100.0%
Greenspace	0.199 AC	22.8%
Building	0.414 AC	47.5%
Parking	0.259 AC	29.7%
<b>Overall Development</b>		
Total Lot Size	4.732 AC	100.0%
Greenspace	1.497 AC	31.6%
Building	1.568 AC	33.2%
Parking	1.667 AC	35.2%

## **Project Narrative:**

The South Pier Luxury Apartments project will occupy 4 parcels previously identified as Lot A, B, C & D totaling 88 units on 4.73 Acres of land.

Our site use is designed to maximize existing amenities and infrastructure to create a “lifestyle” community focused around the existing restaurants and shops as well as the Sheboygan River and Lake Michigan.

Our development concept is “Residential Row” in design consistent with the approved architectural design standards for the area. Exceptional exterior building materials and attention to detail will make this project one of a kind in Sheboygan and possibly even the Midwest. Interior amenities such as kitchen islands in all units, solid surface kitchens, central air conditioning, large open concept floor plans, and much more will draw sophisticated higher income young professionals, executives and empty nesters.

Specific project details include the following:

- 9 Buildings
- 88 Total units ranging from 4 -20 unit buildings
- Great Parking 230 total parking spaces / 2.61 spaces per unit
- 1 and 2 bedroom units – All have dens
- 1 and 2 car attached garages
- Generous unit sizes ranging from 984 to 1444 square feet
- Beautiful architecture and colors
- Lush landscaping
- Lifestyle community with easy access to restaurants, shopping, Lake Michigan and walking trails, and the Sheboygan River and River Walk.



**DISTINCTIVE  
DESIGN  
STUDIO**



**SOUTH PIER APTS.**



**REVISIONS**

Date	Description
06/01/16	ARCH REVIEW

**ARCH  
REVIEW**

**EXTERIOR  
RENDERING**

ISSUE DATE: 06/01/16

RENDER BY: BURANT

CHECKED BY: PESKIE

**G000**

SCALE:

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WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.



**SOUTH PIER APTS.**

**HCI Properties**

**LJM Architects**

**DISTINCTIVE DESIGN STUDIO**

REVISIONS	
Date	Description
06/01/16	ARCH REVIEW

**ARCH REVIEW**

**EXTERIOR RENDERING**

ISSUE DATE: 06/01/16

RENDER BY: BURANT

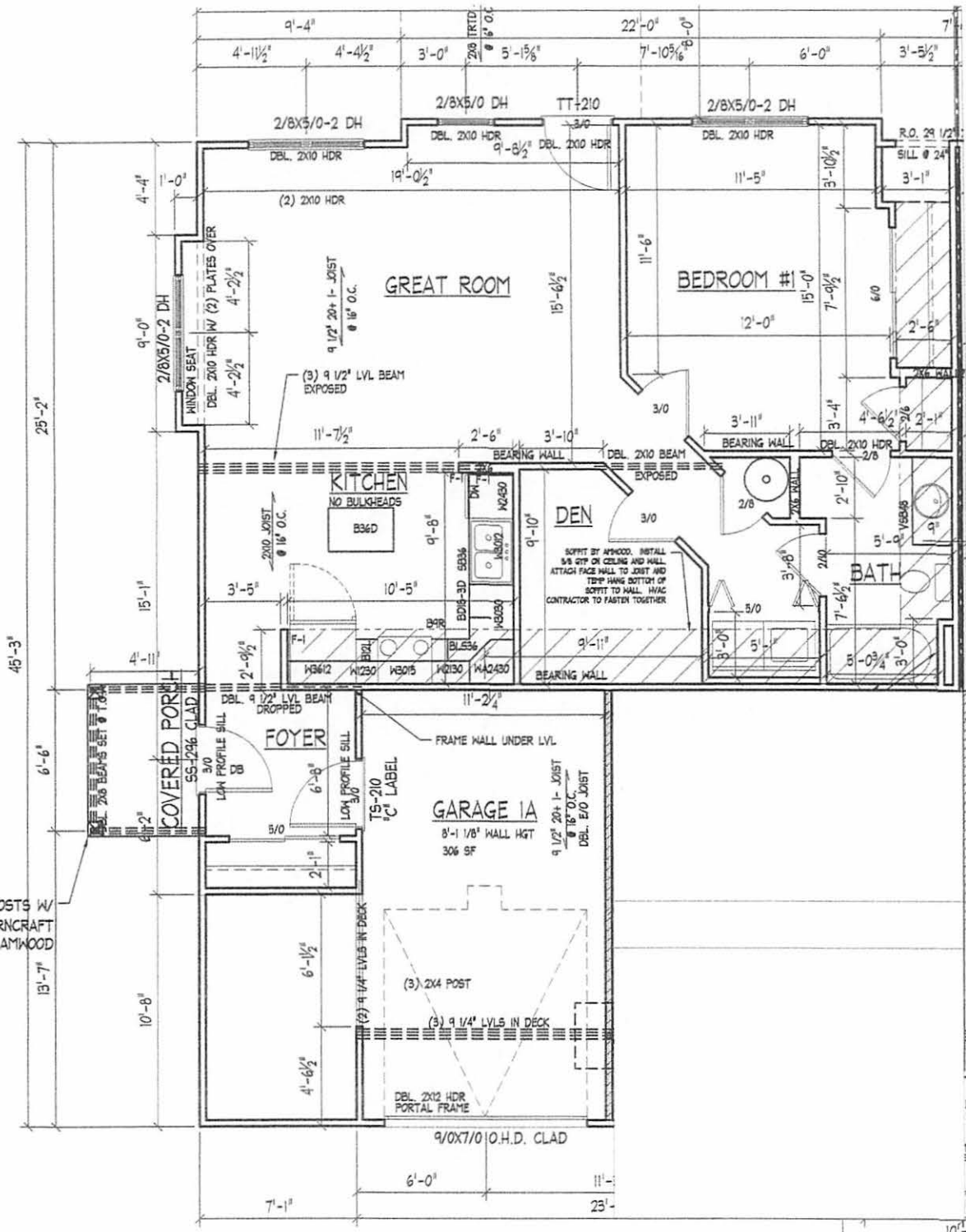
CHECKED BY: PESKIE

**G001**

SCALE:

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WRITTEN DIMENSIONS ON THESE DOCUMENTS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.



**UNIT 1A**  
984 SQ. FT.



THIS IS THE PROPERTY OF: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_

**GENERAL NOTATIONS:**

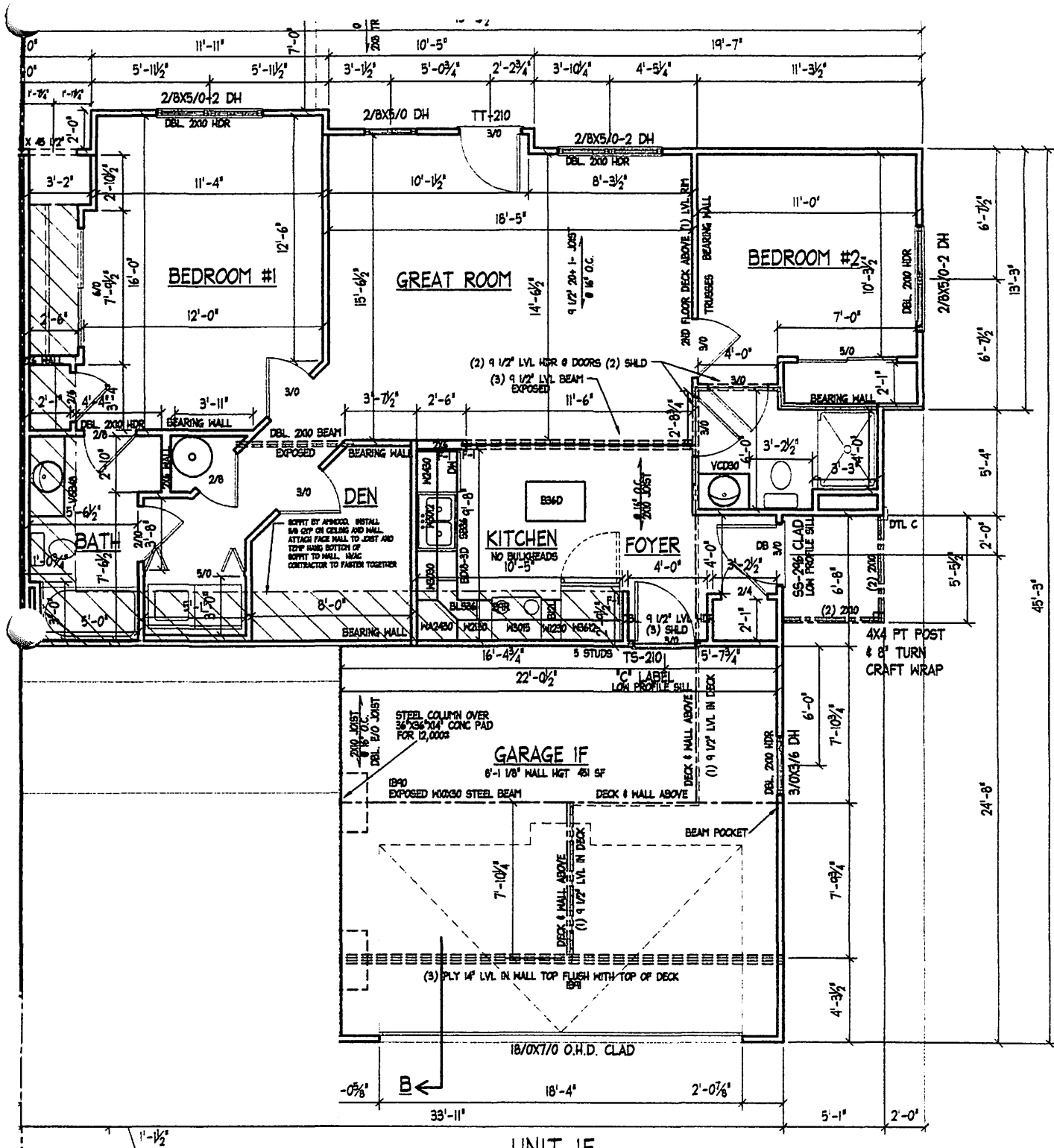
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**TITLE**  
BURBACK BUILDERS - SHEBOYGAN 12 UNIT

CODE	BY	DATE	CODE	BY	DATE
Plan / Custom			Processor	JDP	05/03/16
Revision			Revision	JDP	05/06/16
Revision			Revision		
Revision			Foundation		

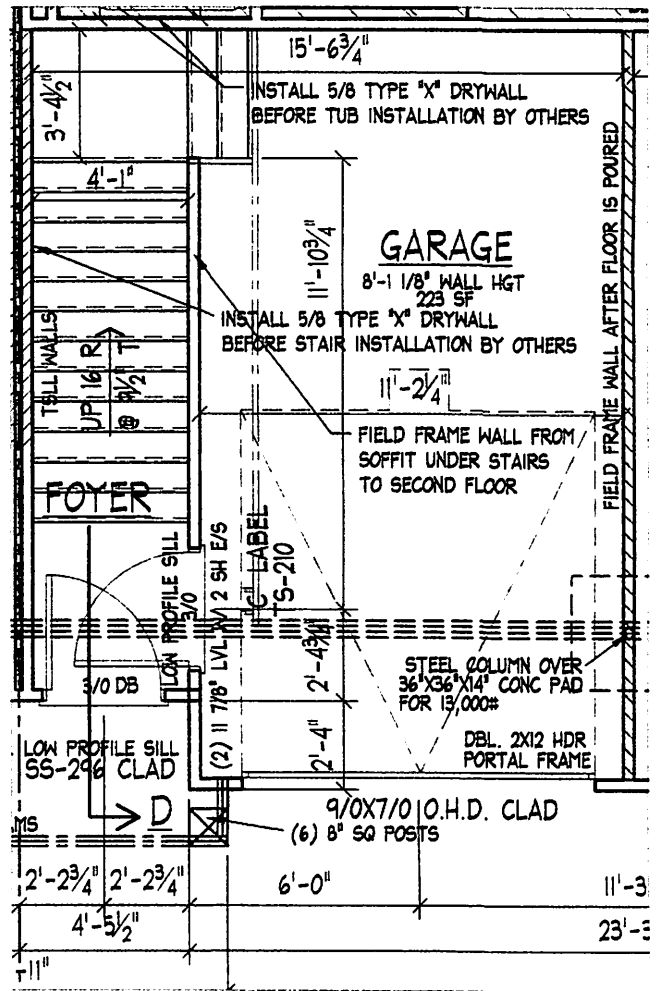
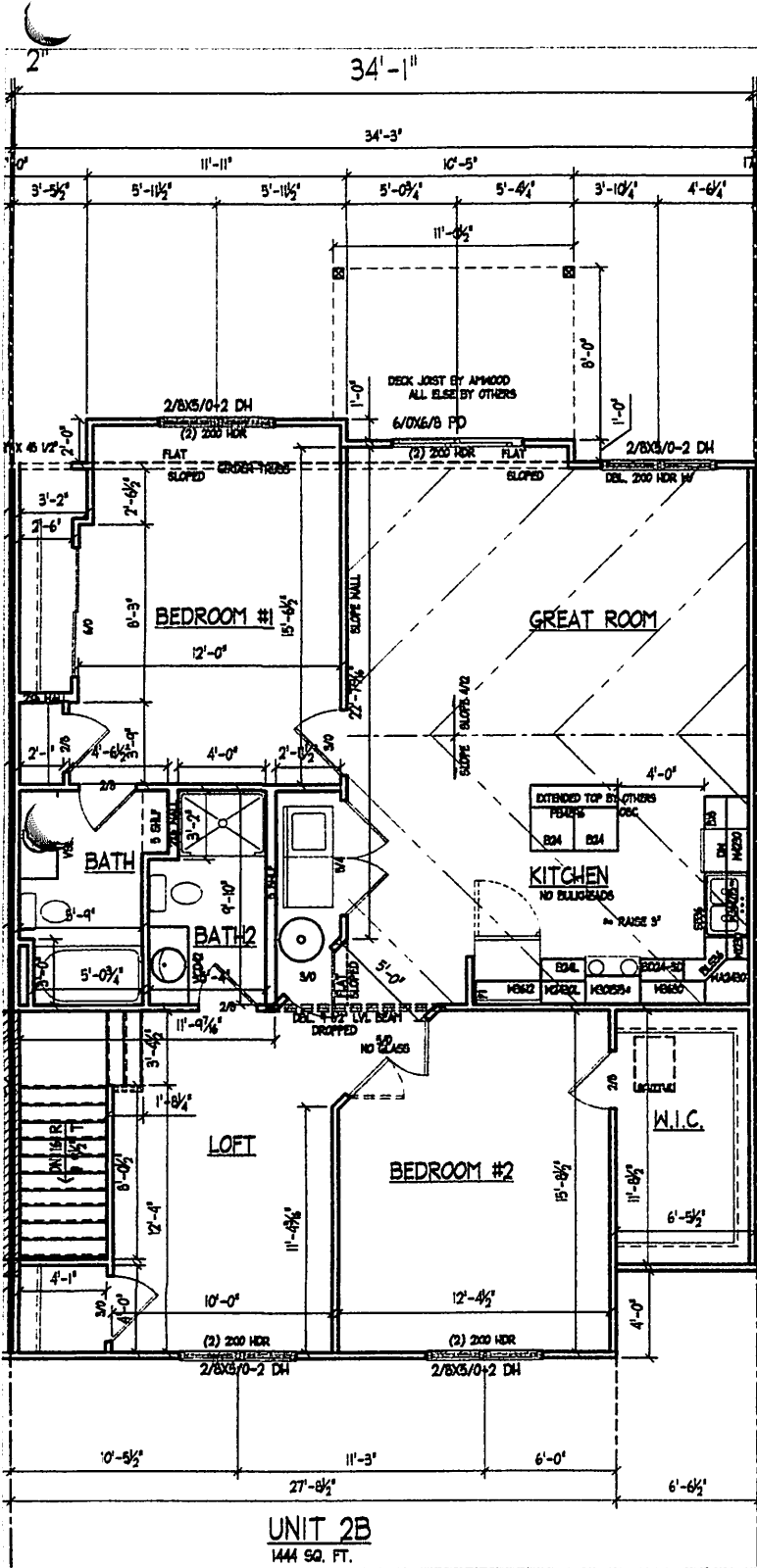
Cust. No.	9003
F.O. No.	9031
Job No.	MU-604
©1997 AMWOOD, INC.	





**UNIT 1F**  
1130 SQ. FT.





THIS IS THE PROPERTY OF:

Amwood Homes  
P.O. Box 311 - Janesville, WI 53547-Q311  
608-756-2989 fax 608-756-3443  
www.amwoodhomes.com

CHECKED BY:

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- Amwood Homes, Inc. and/or its dealer shall have construction lien rights for use of their blueprints, drawings, plans and/or specifications.

**WTC**  
**BURBACK BUILDERS - SHEBOYGAN 12 UNIT**

CODE	BY	DATE	CODE	BY	DATE
Plan / Custom			Processor	JDP	05/08/16
Revision			Revision	JDP	05/06/16
Revision			Revision		
Revision			Foundation		

Cust. No.	9003
F.O. No.	9031
Job No.	MU-604
©1997 AMWOOD, INC.	



Res. No. 10 - 16 - 17. By Alderperson Donohue. May 16, 2016.

A RESOLUTION discontinuing an alleged public way located within the bounds of city-owned lanes commonly known as the "Schuchardt Farm Property."

WHEREAS, there is a paved lane ("the Paved Lane") located within the City property commonly known as the "Schuchardt Farm Property"; and

WHEREAS, the paved lane is unnamed, but has been referred to on Google Maps as "South 36<sup>th</sup> Street"; and

WHEREAS, a surveyor has done a search of all land records in the area and has found no evidence to show that "the Paved Lane" is a platted road or even exists as a recorded easement; and

WHEREAS, said the "Schuchardt Farm Property" was annexed into the City of Sheboygan in 2013 and prior to that date was wholly within the Town of Sheboygan; and

WHEREAS, it appears the Town of Sheboygan did upkeep on "the Paved Lane," including providing snow plowing and creating a turn-around for plows just south of the boundary line between the southern parcel of the "Schuchardt Farm Property" (described on Exhibit A as "Lot 1") and property owned by the Union Pacific Railroad Company; and

WHEREAS, the City of Sheboygan Department of Public Works has plowed snow on "the Paved Lane" on several occasions since the annexation of the "Schuchardt Farm Property"; and

WHEREAS, it appears that the owner of a property ("the Bertschy Property") located north of the Union Pacific Railroad Company property (which property is not contiguous with the southern parcel of the "Schuchardt Farm Property" and which property is marked on Exhibit A with an "X") has on occasion used "the Paved Lane" to access the property, despite having no recorded legal right to do so; and

WHEREAS, the Sheboygan County Tax Map lists the street address of "the Bertschy Property" as 3618 Lower Falls Road, and such listing suggests that "the Paved Lane" is not a public way; and

WHEREAS, the City of Sheboygan is prepared to enter into an easement agreement with said property owner so as to preserve that owner's ability to access the property through the southern parcel of the "Schuchardt Farm Property," albeit not necessarily via the same route; and

WHEREAS, the potential buyer of the southern parcel of the

Lies over  
to July 18<sup>th</sup>

"Schuchardt Farm Property" has agreed to protect said property owner's access to his property via easement, thereby ensuring that the vacation of the alleged public way will not deprive a landowner of access to a highway; and

WHEREAS, the sale and future development of the southern parcel of the "Schuchardt Farm Property" is dependent on discontinuing any use of "the Paved Lane" as a public way; and

WHEREAS, it is in the public interest to discontinue "the Paved Lane"; and

WHEREAS, said discontinuance does not result in a land locked parcel or property; and

WHEREAS, this resolution in no way acknowledges that "the Paved Lane" is or ever was a public way, but serves only to ensure that no such public way exists; and

WHEREAS, the City of Sheboygan has arranged that a hearing on the passage of this resolution be held in accordance with §66.1003, Wis. Stats., and that notice thereof be published and served as required.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to §66.1003(4), Wis. Stats., the entire alleged public way referred to in this document as "the Paved Lane," located in the approximate area marked with a dash line and so identified on Exhibit A, is hereby VACATED and DISCONTINUED.

---

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

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

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





4.2

Res. No. 47 - 16 - 17. By Alderperson Donohue. July 5, 2016.

A RESOLUTION authorizing the Director of Planning & Development to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to HUD Community Development Block Grant (CDBG) program.

WHEREAS, the Department of Planning and Development administers the City's CDBG program and city staff complete environmental reviews as required by federal regulation.

WHEREAS, every project receiving federal CDBG funds requires an environmental review to be completed;

WHEREAS, HUD allows the Common Council to authorize additional Certifying Officers for the signing of environmental reviews.

RESOLVED: That the Common Council authorizes the Director of Planning and Development to have the authority of the certifying officer as it relates to environmental reviews.

*Lies over*

*Eugene Novak*  
\_\_\_\_\_

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~~

4.3

Res. No. 48 - 16 - 17. By Alderperson Donohue. July 5, 2016.

A RESOLUTION authorizing the submittal of a grant application to the U.S. EPA Area-Wide Brownfields Planning Grant for the Indiana Avenue corridor.

WHEREAS, the City of Sheboygan recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, in this action the City of Sheboygan Common Council has declared its intent to complete the planning activities described in the application if awarded funds; and

NOW, THEREFORE BE IT RESOLVED that the City of Sheboygan Common Council request funds and assistance from the U.S. EPA Area-Wide Brownfields Planning Grant and will comply with the appropriate rules for the program, and Mayor and City Clerk to act on behalf of the City of Sheboygan and the Redevelopment Authority.

*Lies over*

*M. Lynne Donohue*  
\_\_\_\_\_

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

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

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

**GRANT INFORMATION FORM**

Department Department of Planning & Dev DATE 6-28-16

Grantor Agency US EPA

Federal       State       Other

Grant Name Area-Wide Brownfield Assistance

Grant Number \_\_\_\_\_ Grant Amount \$ 200,000 Matching Funds \$ 0

Program & Number \_\_\_\_\_ Federal CFDA # 66.814

Matching Funds available in account number \_\_\_\_\_

Purpose of the Grant

City staff time would be in-kind match and possible property acquisition maybe match,  
**however the grant does not require a match.**

Person preparing grant proposal Chad Pulsho (Signature)

Department Head approving grant proposal Chad Pulsho (Signature)

Council Document Number approving grant submission \_\_\_\_\_ Please Attach

III

Other Matters

9.1

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Lewandoske. July 18, 2016.

A RESOLUTION to create a committee to look at what should be done to reduce the risk of people drowning while at our lakefront.

WHERE AS: In the past week, Sheboygan has had four people that have meet with injuries or death due to the water near our beaches or piers; and

WHERE AS: There is a history of people being washed off the pier. In 2012, there were three people washed off the pier, two drowned. At the time, I brought forth a resolution to place life rings on the piers. This was reported on the front page of the December 20, 2012 edition of the Sheboygan Press. This was supported by the Coast Guard, Sheriff Todd Priebe and Mayor Terry Van Akkeren. However, it was opposed by City Administrator Jim Amodeo, Council President Don Hammond and Council Vice President Darryl Carlson; and

WHERE AS: I propose that a committee be formed to look at ways that can reduce the chance of death or injury to the people using our beaches, piers, or other areas near water. I propose that the committee be made up of one alderperson, one county board member, a member of the U.S. Coast Guard, a member of the Sheboygan County Sheriff's Dive team, a member of the Sheboygan Police Department Dive team, a member of the Sheboygan Fire Department Water Rescue unit, City Administrator, Darryl Hoffman, Director of City Development, Chad Pelishek, and local surfer, Larry Williams, who has rescued people in the past from possible drowning.

pp & S.

\_\_\_\_\_

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

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

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

II

Other Matters

9.2

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. July 18, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

*Law & Lic.*

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2381	Bourbon Street Pub & Grill	1536 Indiana Ave. - one-day event to be Held 8/20/16 to include current premise and the parking lot on the west side of building.
2921	The Walkabout	2401 Calumet Dr. - one-day event to be Held 9/17/16 to include current premise & to include the driveway and grassy area north and east of the building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3213	Mezza Luna	1402 S. 8 <sup>th</sup> St.

CLASS "C" WINE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3213	Mezza Luna	1402 S. 8 <sup>th</sup> St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3210	Tranquil Remedies LLC	3053 Calumet Dr.
3211	Young at Heart Mass. & Well.	3053 Calumet Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7446	Anderson, Peggy J.	708 S. 22 <sup>nd</sup> St.
1183	Barr, Tosha M.	1805 Bell Ave.
1181	Beik, Kenneth A.	830 N. Water St. #317
7447	Berg, William J. (Club)	1738 Playbird Rd.
9410	Christman, Cynthia D.	1316 Jefferson Ave.
1177	Dowe, Therese Ann	3407 Northwoods Rd., Port Wash.
1167	Dyken, Nathanael J.	1308 S. 19 <sup>th</sup> St.
9794	East, Jacob A.	1118A Superior Ave.
1175	Fitzgerald, Kate M.	517 E Riverside Dr., Kohler
1226	Garcia, Antobeli A.	532A S. Water St.
6768	Gavin, Alice A.	120 Red Tail Dr., Sheb. Falls
1196	Jenson, Andrew S.	518 N. 8 <sup>th</sup> St.
1217	Krueger, Abigail C.	W4490 Willow Bend Rd., Waldo
1212	Lee, Yong	1303 N. 47 <sup>th</sup> St.
8607	Malson, Joshua J.	2113 N. 20 <sup>th</sup> St.
0419	Nelson, Stephen B.	6529 Paradise Ln., Sheb. Falls
0481	Nenadal, Susan E.	3717 Larkspur Way
1236	Nichols, Tonia M.	721 Bluff Ave.
1192	Olson, James M.	1132 Superior Ave.
1232	Ovrebo, Tanya L.	2552 Calumet Dr.
1206	Patel, Yagnesh	723 Center Ave.
0048	Ramirez, Fabian E.	1118 Superior Ave., #A
1228	Ritmiller, Amanda J.	1827 N. 23 <sup>rd</sup> St.
1201	Santiago-Reyes, Caroline	1531 N. 20 <sup>th</sup> St.
7934	Schroeter, Eric S.	5430 Moenning Rd.
8911	Siever, Rachelle A.	3506 Willow Circle
8541	Starr, Bradley	2322 S. 12 <sup>th</sup> St.
0459	Thompson, Nico S.	304 Michigan St., Sheb. Falls
8969	Unhold, Franz V.	4433 S. 8 <sup>th</sup> St.
0629	Urbina, Rebecca L.	1701 N. 27 <sup>th</sup> St.
1231	Williams, Rhea K.	827 Pennsylvania Ave.
0691	Wilsing, Amanda J.	828 N. Water St., #18
2318	Winkel, Gregg S.	3219 Main Ave.
2331	Wollin, Kristopher A.	3201 S. 12 <sup>th</sup> St.

TAXI CAB LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8546	Frei, Dorris M.	701 S. 15 <sup>th</sup> St.
9238	Ringel, Robert S.	1620 Cambridge Ave.