ATTACHMENTS

FIFTH REGULAR COMMON COUNCIL MEETING MINUTES (Monday, June 6, 2016)

Generated by Susan Richards on Tuesday, June 7, 2016

Members present

Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

Members excused

Alderpersons Bill Thiel, Todd Wolf, Joe Heidemann - 3.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

PLEDGE OF ALLEGIANCE

1.1 ROLL CALL

1.2 APPROVAL OF MINUTES MOTION TO APPROVE MINUTES

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

1.3 MAYOR'S APPOINTMENTS - None

1.4 CONFIRMATION OF MAYOR'S APPOINTMENTS - Mark Boehlke to serve on the Sustainable Sheboygan Task Force Committee. MOTION TO CONFIRM

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

1.5 PROGRAM - David Biebel on the status of the City's 2016 road repair

1.6 PUBLIC FORUM - No one appeared

1.7 CITY ADMINISTRATOR DARRELL HOFLAND'S REPORT

1.8 MAYOR MIKE VANDERSTEEN'S ANNOUNCEMENTS

2. HEARINGS

2.1 Hearing No. 5-16-17 has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of N. 6th St. from Niagara Ave. to Superior Ave.

No persons appeared regarding the above hearing and on motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren, the hearing was closed. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

- 2.2 Hearing No. 6-16-17 has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of S. 17th St. from 120 feet south of Arizona Ave. to Maryland Ave. Hearing held until 6/20/16
- 2.3 Hearing No. 7-16-17 has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of Kentucky Ave. from S. 8th St. to S. 9th St. Hearing held until 6/20/16
- 2.4 Hearing No. 8-16-17 has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of Georgia Ave. from S. 8th St. to S. 9th St. Hearing held until 6/20/16
- 2.5 Hearing No. 9-16-17 has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of Saemann Ave. from Calumet Dr. to N. 21st St. Hearing held until 6/20/16
- 2.6 Hearing No. 10-16-17 has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of S. 9th St. from Indiana Ave. to Georgia Ave. Hearing held until 6/20/16

3. CONSENT AGENDA

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

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

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.2 R. O. No. 40-16-17 by the City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.3 R. O. No. 41-16-17 by the Finance Director submitting the Annual Financial Report of the City of Sheboygan for the year ended December 31, 2015, prepared by Schenck SC. ACCEPT AND FILE Resolution: MOTION TO ACCEPT AND FILE

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.4 Res. No. 18-16-17 by Ald. Wolf, Bohren, Belanger and Donohue revising the travel expense guidelines adopted by Res. No. 64-78-79, as revised. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.5 R. C. No. 30-16-17 by Finance to whom was referred R. O. 25-16-17 by the City Clerk submitting a claim from American Orthodontics Corp. for a refund for personal property taxes assessed for the 2015 tax year. ACCEPT AND ADOPT.

Resolution: ACCEPT AND ADOPT.

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.6 R. C. No. 33-16-17 by Law and Licensing to whom was referred, pursuant to R. O. No. 22-16-17 by the City Clerk, various license applications; recommends granting licenses with various caveats (Voest). ACCEPT AND ADOPT.

Resolution: ACCEPT AND ADOPT.

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.7 R. C. No. 34-16-17 by Law and Licensing to whom was referred R. O. No. 27-16-17 by the City Clerk submitting various license applications; recommends granting licenses with various caveats (Cassabaum). ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT

Motion by Alderperson Mary Lynne Donohue, second by AlderpersonJim Bohren.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider -

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13.

3.8 R. C. No. 31-16-17 by Law and Licensing to whom was referred R. O. No. 28-16-17 by the City Clerk, submitting license applications; recommends granting licenses with various caveats (JMKAC). ACCEPT AND ADOPT.

Resolution: ACCEPT AND ADOPT.

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.9 R. C. No. 40-16-17 by Public Works to whom was referred R. O. No. 32-16-17 by the Purchasing Agent submitting National Contract pricing for the purchase of (1) wide area mower and Res. No. 12-16-17 by Ald. Belanger authorizing entering into contract for the purchase of a wide area mower for the Dept. of Public Works Motor Vehicle Division; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTIONMotion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.
Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.10 R. C. No. 41-16-17 by Public Works to whom was referred R. O. No. 36-16-17 by the Purchasing Agent submitting a summary of costs associated with the purchase of a replacement Bobcat brand ToolCat tool carrier and Res. No. 13-16-17 by Ald. Belanger authorizing entering into contract for the purchase of a Bobcat brand Toolcat 5600 G. Series tool carrier for the Dept. of Public Works Motor Vehicle Division; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.

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Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.11 R. C. No. 42-16-17 by Public Works to whom was referred R. O. No. 37-16-17 by the Purchasing Agent submitting State of Minnesota Contract pricing for the purchase of (1) trackless articulated sidewalk tractor and Res. No. 14-16-17 by Ald. Belanger authorizing entering into contract for the purchase of a sidewalk style articulated tractor and various attachments for the Dept. of Public Works Motor Vehicle Divison; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTIONMotion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren.
Final Resolution: Motion Passes

Aye: Alderperson Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.12 R. C. No. 43-16-17 by Public Works to whom was referred R. O. No. 35-16-17 by the Purchasing Agent submitting a Tabulation of Bids for the purchase of Two Hustler brand Commercial Grade zero turn mowers and Res. No. 15-16-17 by Ald. Belanger authorizing entering into contract for the purchase of (2) zero turn commercial grade lawn mowers for the Dept. of Public Works Motor Vehicle Division; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.13 R. C. No. 44-16-17 by Public Works to whom was referred R. O. No. 33-16-17 by the Purchasing Agent submitting a report of costs associated with the purchase of a new LP Gas Powered ride-on sweeper/scrubber

machine and Res. No. 16-16-17 by Ald. Belanger authorizing entering into contract for the purchase of an industrial floor sweeper/scrubber for the Dept. of Public Works Motor Vehicle Division; recommends that the Resolution be passed. ACCEPT AND ADOPT AND PASS RESOLUTION Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

3.14 R. C. No. 45-16-17 by Public Works to whom was referred the following DIRECT REFERRALS - R. O. No. 39-16-17 by the Purchasing Agent submitting resume of bids for the City of Sheboygan's 2016 Bituminous Resurfacing Program and Res. No. 17-16-17 by Ald. Belanger authorizing entering into contract for the 2016 Bituminous Resurfacing Program; recommends that the Resolution be passed. Hold until 6/20/16

4. REPORTS OF OFFICERS

- 4.1 R. O. No. 44-16-17 by the City Clerk submitting a Summons and Complaint in the matter of Sonlight, Inc., and Samuel A. Walker v the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc. FINANCE
- 4.2 R. O. No. 47-16-17 by the City Clerk submitting a communication from the State of Wisconsin Dept. of Corrections on behalf of Troy A. Bero requesting a waiver to the Sex Offender Residency restrictions in order to live at 1123/1125 N. 14th St. or 930A Michigan, depending upon availability. PUBLIC PROTECTION AND SAFETY
- 4.3 R. O. No. 48-16-17 by the City Clerk submitting a communication from Curtis DeWitt requesting a waiver to the Sex Offender Residency restrictions in order to live at 1133 Pershing Ave. PUBLIC PROTECTION AND SAFETY
- 4.4 R. O. No. 49-16-17 by the City Clerk submitting a communication from Lorenzo Sarabia requesting a waiver from the Sex Offender Residency restrictions in order to live at 2510 S. 7th St. PUBLIC PROTECTION AND SAFETY

4.5 R. O. No. 50-16-17 by the Director of Planning and Development submitting a communication from Leslie Kohler, SEAS Chairman, requesting permission to use the Marina Boat Launch parking lot to stage sailboats on September 19-25, 2016, for the World Sailing Championships for Blind Match Racing and Women's Match Racing. PUBLIC WORKS

5. RESOLUTIONS

5.1 Res. No. 19-16-17 by Ald. Schneider approving the Amended and Restated First Amendment to Contract for Sale of Land for Private Development By and Between City of Sheboygan, Wisconsin and Eighth Street Sheboygan Housing Corporation. SUSPEND AND PASS RESOLUTION MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

5.2 Res. No. 20-16-17 by Ald. Schneider approving the First Amendment to WB-13 Vacant Land Offer to Purchase between the John Michael Kohler Arts Center and the City of Sheboygan. SUSPEND AND PASS RESOLUTION MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

5.3 Res. No. 21-16-17 by Ald. Donohue and Hou-Seye confirming police power in making assessments for benefited properties which assessments are proposed for resurfacing N. 6th St. from Niagara Ave. to Superior Ave. PASS RESOLUTION

MOTION TO PASS RESOLUTION

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Job Hou-Seye.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

- 5.4 Res. No. 22-16-17 by Ald. Draughon and Rabe confirming police power in making assessments for benefited properties which assessments are proposed for resurfacing Saemann Ave. from Calumet Dr. to N. 21st St. Hold to 6/20/16
- 5.5 Res. No. 23-16-17 by Ald. Donohue and Hou-Seye confirming police power in making assessments for benefited properties which assessments are proposed for resurfacing Kentucky Ave. from S. 8th St. to S. 9th St. Hold to 6/20/16
- 5.6 Res. No. 24-16-17 by Ald. Donohue, Hou-Seye, Hermann and Bitters confirming police power in making assessments for benefited properties which assessments are proposed for resurfacing Georgia Ave. from S. 8th St. to S. 9th St. Hold to 6/20/16
- 5.7 Res. No. 25-16-17 by Ald. Donohue, Hou-Seye, Hermann and Bitters confirming police power in making assessments for benefited properties which assessments are proposed for resurfacing S. 9th St. from Indiana Ave. to Georgia Ave. Hold to 6/20/16
- 5.8 Res. No. 26-16-17 by Ald. Thiel, Lewandoske, Bitters and Hermann confirming police power in making assessments for benefited properties which assessments are proposed for resurfacing S. 17th St. from 120 feet south of Arizona Ave. to Maryland Ave. Hold to 6/20/16
- 5.9 Res. No. 27-16-17 by Ald. Bitters officially recognizing the Indiana Avenue Corridor Neighborhood Association. LIES OVER
- 5.10 Res. No. 30-16-17 by Ald. Schneider providing for the Sale of Approximately \$2,740,000 General Obligation Refunding Bonds, Series 2016C. FINANCE
- 5.11 Res. No. 29-16-17 by Ald. Schneider authorizing accepting a grant from the Fund for Lake Michigan in the amount of \$25,500 to be used for Adopt a Beach and Adopt a Coastal Habitat education. FINANCE
- 5.12 Res. No. 31-16-17 by Ald. Schneider authorizing accepting a grant from the Wisconsin Economic Development Corporation (WEDC) in the amount of \$250,000 from the Community Development Investment (CDI)

grant program to be used towards the development incentive payable to Eighth Street Sheboygan Housing Corporation. FINANCE

- 5.13 Res. No. 32-16-17 by Ald. Lessard authorizing application for the 2016 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County. PUBLIC PROTECTION AND SAFETY
- 5.14 Res. No. 33-16-17 by Ald. Lessard authorizing application for the United States Department of Justice, Office of Community Oriented Policing Services, 2016 COPS Hiring Program. PUBLIC PROTECTION AND SAFETY
- 5.15 Res. No. 34-16-17 by Ald. Belanger authorizing the Purchasing Agent to enter into contract for the purchase of (1) one-ton 4WD Truck equipped with dump body and snowplow for the Dept. of Public Works. PUBLIC WORKS
- 5.16 Res. No. 35-16-17 by Ald. Belanger authorizing the Purchasing Agent to enter into contract for the purchase of (1) compact articulated loader for the Dept. of Public Works Motor Vehicle Division. PUBLIC WORKS
- 5.17 Res. No. 36-16-17 by Ald. Belanger authorizing executing Amendment No. 5 Scope of Work for Aid Agreement between the Wisconsin DNR and the City of Sheboygan in the amount of \$100,000 for the implementation of the Sheboygan River Area of Concern Habitat Restoration Projects. PUBLIC WORKS
- 5.18 Res. No. 37-16-17 by Ald. Belanger informing the Wisconsin DNR that the 2015 Compliance Maintenance Annual Report (CMAR) has been reviewed. PUBLIC WORKS
- 5.19 Res. No. 38-16-17 by Ald. Belanger authorizing the Purchasing Agent to enter into contract for the purchase of (2) Pickup trucks from Ewald's Hartford Ford and (3) Pickup trucks from Sheboygan Chevrolet for the Dept. of Public Works Motor Vehicle Division. PUBLIC WORKS

6. REPORTS OF COMMITTEES

6.1 R. C. No. 38-16-17 by Law and Licensing who voted to recommend that the Common Council grant Alcohol License #3160 (BoMallies) an extension until July 23, 2016 to open for business, contingent upon the

license holder executing the attached agreement which provides that the license holder shall voluntarily surrender the license if they are not yet open for business at the end of the extension period. ACCEPT AND ADOPT Motion by Alderperson Susan Lessard, second by Alderperson Roman Draughon.

Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

6.2 R. C. No. 32-16-17 by Law and Licensing to whom was referred R. O. No. 341-15-16 by the City Clerk submitting various license applications; states that the Change of Premises Application for Alcohol Beverage License #2880 - Angler's Ave. Pub & Grill has been withdrawn by the owners. ACCEPT AND ADOPT

Motion by Alderperson Susan Lessard, second by Alderperson Roman Draughon. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

6.3 R. C. No. 29-16-17 by Law and Licensing to whom was referred R. O. No. 22-16-17 by the City Clerk, submitting various license applications; recommends approval of the renewal liquor license and premise description for "Class B" Liquor license #2880 for Anglers Ave. Pub & Grill as it currently exists, subject to amendment or revision consistent with any judgment of a Circuit Court having jurisdiction of the property regulating or restricting the use of the common elements. ACCEPT AND ADOPT

Motion by Alderperson Susan Lessard, second by Alderperson Roman Draughon. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

6.4 R. C. No. 37-16-17 by Law and Licensing to whom was referred R. O. No. 341-15-16 by the City Clerk submitting various license applications; recommends that Taxicab Driver's license #1339 be denied based upon

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his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator and his failure to cooperate with the Committee.

ACCEPT AND ADOPT TO DENY LICENSE

Motion by Alderperson Susan Lessard, second by Alderperson Roman Draughon. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

6.5 R. C. No. 35-16-17 by Law and Licensing to whom was referred R. O. No. 341-15-16 by the City Clerk submitting various license applications; recommends that Taxicab Driver's license application #9065 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. ACCEPT AND ADOPT TO DENY LICENSE

Motion by Alderperson Susan Lessard, second by Alderperson Roman Draughon. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

6.6 R. C. No. 36-16-17 by Law and Licensing to whom was referred R. O. No. 341-15-16 by the City Clerk submitting various license applications; recommends that Taxicab Driver's license application #1344 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, and his failure to cooperate with the Committee. ACCEPT AND ADOPT TO DENY LICENSE

Motion by Alderperson Susan Lessard, second by Alderperson Roman Draughon. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 12. Nay: Alderperson Mark Hermann - 1.

6.7 R. C. No. 39-16-17 by Finance who met and discussed the Organization Code for the Assessor's Office in the 2017 Budget; recommends that the Common Council eliminate the Organization Code for the Assessor's Office in the 2017 Budget; amend the Table of Organization and establish oversight for assessing activities with the Finance Dept. SALARIES AND GRIEVANCES

7. ORDINANCES

- 7.1 Gen. Ord. No. 3-16-17 by Ald. Donohue, Lewandoske and Wolf amending the Municipal Code so as to change the number of Community Service Officers from 2 full-time positions to 1 full-time position and additional part-time Community Service Officers in the Police Department's Table of Organization. LIES OVER
- 7.2 Gen. Ord. No. 4-16-17 by Ald. Donohue, Lewandoske and Wolf amending the Municipal Code so as to delete one Maintenance Worker III (Tree Trimmer) and add a Maintenance Worker III (Arborist) position in the Dept. of Public Works Table of Organization. LIES OVER
- 7.3 Gen. Ord. No. 6-16-17 by Ald. Lessard amending the Municipal Code, so as to permit certain county officers to serve on the Emergency Planning and Preparedness Committee. PUBLIC PROTECTION AND SAFETY
- 7.4 Gen. Ord. No. 7-16-17 by Ald. Hou-Seye creating a section in the Municipal Code so as to make it an Offense against Public Morals and Decency for someone to taunt, tease or encourage another individual to commit suicide. PUBLIC PROTECTION AND SAFETY
- 7.5 Gen. Ord. No. 8-16-17 by Ald. Donohue amending the Municipal Code so as to delete the positions in the Assessor's Department for the City of Sheboygan. SALARIES AND GRIEVANCES

8. MATTERS LAID OVER

8.1 R. O. No. 24-16-17 by the City Clerk submitting a communication from Debbie Desmoulin regarding the costs of the Aurora Project and that the Field of Dreams transfer to the Butzen property is a financial burden that the City of Sheboygan cannot afford. ACCEPT AND FILE

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider -

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9. OTHER MATTERS RECEIVED AFTER AGENDA WAS PUBLISHED

- 9.1 R. O. No. 42-16-17 by the City Clerk 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 COMMISSION
- 9.2 Gen. Ord. No. 5-16-17 by Ald. Donohue amending the map of the Official 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. CITY PLAN COMMISSION
- 9.3 R. O. No. 43-16-17 by the City Clerk submitting a communication from Randy Olm, CPA, Schenck SC, regarding a real estate tax assessment adjustment for 1536 N. 18th St. FINANCE
- 9.4 R. O. No. 45-16-17 by the City Clerk submitting various licenses (businesses). LAW AND LICENSING
- 9.5 R. O. No. 46-16-17 by the City Clerk submitting various licenses (individuals). LAW AND LICENSING
- 9.6 Res. No. 28-16-17 by Ald. Belanger opposing the County proposed Sales Tax Increase. COMMITTEE OF THE WHOLE

10. CLOSED SESSION

10.1 A MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e) of the Wis. Stats., where competitive and bargaining reasons require a closed session related to redevelopment opportunities on N. 10th St. and MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in 19.85(1)(e), Wis. Stats., for the purpose of conducting public business (negotiation of a redevelopment agreement for the property located at 3347 Kohler Memorial Dr.) where competitive or bargaining reasons require a closed session.

Motion by Alderperson Mary Lynne Donohue, second by Alderperson Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

11. ADJOURN MEETING

11.1 Adjourn

Motion by Alderperson Mary Lynne Donohue, second Alderperson by Jim Bohren. Final Resolution: Motion Passes

Aye: Alderpersons Roman Draughon, Mike Damrow, John Belanger, Susan Lessard, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Job Hou-Seye, Bryan Bitters, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 13.

6/10/2016 4:00 PM



Hearing No. 6 - 16 - 17. June 20, 2016.

A Hearing has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of S. $17^{\rm th}$ St. from 120 feet south of Arizona Ave. to Maryland Ave.

Any interested persons may be heard.

NOTICE IS HEREBY GIVEN that the Department of Public Works of the City of Sheboygan filed with me a report of assessment for improvements in the following streets:

RESURFACING:

S. $17^{\rm th}$ from 120 feet south of Arizona Ave. to Maryland Ave. Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St. S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave. Georgia Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St. Kentucky Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St.

PUBLIC NOTICE is hereby given, that assessments have been made according to law, and the same will be open for review and correction by the said Department of Public Works at their office in said City 10 days from and after June 13, 2016, between the hours of 8:00 A.M. and 4:00 P.M. on each day except Saturdays, Sundays and Holidays.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on June 20, 2016, at 6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvements, if any, shall be paid by the City.

SUSAN RICHARDS City Clerk

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Shebdygan.

Res. No. 5 - 16 - 17. By Alderperson Belanger. May 2, 2016.

An amended PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

S. 17th St. from 120 feet south of Arizona Ave. to Maryland Ave.

N. 6th St. from Niagara Ave. to Superior Ave.

Saemann Ave. from Calumet Dr. to N. 21st St.

WHEREAS, Resolution 172-15-16 was approved by the common council, providing for resurfacing on, among other streets, S. 17th Street from Arizona Ave. to Maryland Ave., at the expense of the property to be benefited thereby; and

WHEREAS, for the work to be done properly, resurfacing work will need to begin 120 feet south of Arizona Ave.

NOW, THEREFORE, BE IT RESOLVED: That Resolution 172-15-16 is hereby amended to provide that the resurfacing on S. 17th St from 120 feet south of Arizona Ave. to Maryland Ave. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.54(3), Stats. All remaining provisions of said Resolution shall remain in full effect.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 6th day of

May , 20 16. May 17 20 16. Lucar Richards, City Clerk

May 17 20 16. Michael Cancher Mayor

oceedings Published May 21, 2016. solutions Published $\overline{\text{May 21}}$, $20\overline{16}$.

rtified May 18, 2016 to - DPW; Fin. Dir./Treas.; CA; Eng.; Dir. City v.; Water Ut.; Assessor; Bldg. Insp.

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Shebdygan.

City Clerk

Res. No. 195 - 15 - 16. By Alderperson Belanger. April 18, 2016.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

S. 9^{th} St. from Indiana Ave. to Georgia Ave. Georgia Ave. from S. 8^{th} St. to S. 9^{th} St. Kentucky Ave. from S. 8^{th} St. to S. 9^{th} St.

RESOLVED: That the resurfacing on the following streets is hereby proposed at the expense of the property to be benefited thereby and that no part of the estimated aggregate cost shall be paid in advance under 66.54(3), Stats.:

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to prepare a report in accordance with 66.60(2) and 66.60(3), Stats., and that such report should contain the following information:

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

BE IT FURTHER RESOLVED: That the expenses so incurred maybe paid in five (5) annual installments under 66.54(7), Stats., with interest thereon at (3.18%) commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

Me man



Hearing No. 7 - 16 - 17. June 20, 2016.

A Hearing has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of Kentucky Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St.

Any interested persons may be heard.

NOTICE IS HEREBY GIVEN that the Department of Public Works of the City of Sheboygan filed with me a report of assessment for improvements in the following streets:

RESURFACING:

S. $17^{\rm th}$ from 120 feet south of Arizona Ave. to Maryland Ave. Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St. S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave. Georgia Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St. Kentucky Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St.

PUBLIC NOTICE is hereby given, that assessments have been made according to law, and the same will be open for review and correction by the said Department of Public Works at their office in said City 10 days from and after June 13, 2016, between the hours of 8:00 A.M. and 4:00 P.M. on each day except Saturdays, Sundays and Holidays.

FURTHER NOTICE is hereby given that the Common Council of the aforesaid City will, at a regular meeting to be held on June 20, 2016, at 6:00 P.M., consider the said reports and hear all objections which may be made thereto, and will determine what portion of the cost of the improvements, if any, shall be paid by the City.

SUSAN RICHARDS City Clerk

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City Clerk

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S. 17th St. from 120 feet south of Arizona Ave. to Maryland Ave.

N. 6th St. from Niagara Ave. to Superior Ave.

Saemann Ave. from Calumet Dr. to N. 21st St.

WHEREAS, Resolution 172-15-16 was approved by the common council, providing for resurfacing on, among other streets, S. 17th Street from Arizona Ave. to Maryland Ave., at the expense of the property to be benefited thereby; and

WHEREAS, for the work to be done properly, resurfacing work will need to begin 120 feet south of Arizona Ave.

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Common	HEREBY CERTIFY Council of the	-	_		passed by the
Dated	May 17	20_[(. lusay	Hickard	, City Clerk
Approv	ed May 17	20 10	Michael	Mandower	, Mayor
solution rtified	ngs Published <u>Mar</u> ons Published <u>Mar</u> d <u>May 18</u> , 20 <u>16</u> to ter Ut.; Assessor	<u>y 21,</u> 20 <u>16</u> . O - DPW; Fin. 1	Dir./Treas.; C	A; Eng.; Dir	:. City

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

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Why we were



Hearing No. 8 - 16 - 17. June 20, 2016.

A Hearing has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of Georgia Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St.

Any interested persons may be heard.

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RESURFACING:

S. $17^{\rm th}$ from 120 feet south of Arizona Ave. to Maryland Ave. Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St. S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave. Georgia Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St. Kentucky Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St.

PUBLIC NOTICE is hereby given, that assessments have been made according to law, and the same will be open for review and correction by the said Department of Public Works at their office in said City 10 days from and after June 13, 2016, between the hours of 8:00 A.M. and 4:00 P.M. on each day except Saturdays, Sundays and Holidays.

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SUSAN RICHARDS City Clerk

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City Clerk

Res. No. 5 - 16 - 17. By Alderperson Belanger. May 2, 2016.

An amended PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

S. 17th St. from 120 feet south of Arizona Ave. to Maryland Ave.

N. 6th St. from Niagara Ave. to Superior Ave.

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Who we



Hearing No. 9 - 16 - 17. June 20, 2016.

A Hearing has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St.

Any interested persons may be heard.



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RESURFACING:

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PUBLIC NOTICE is hereby given, that assessments have been made according to law, and the same will be open for review and correction by the said Department of Public Works at their office in said City 10 days from and after June 13, 2016, between the hours of 8:00 A.M. and 4:00 P.M. on each day except Saturdays, Sundays and Holidays.

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SUSAN RICHARDS City Clerk

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v.; Water Ut.; Assessor; Bldg. Insp.

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	HEREBY CERT	the City of		-		assed by the
Dated	May	17	20 16 .	lusay 8	Kichards	, City Clerk
Approve	ed May	17	20 16	Michael	andrew	, Mayor
solutio	ngs Published ons Published Nay 18, 201	May 21, 20) 16 .	/Treas.: CA:	Eng.: Dir.	City

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City Clerk

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A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

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Hit when were



Hearing No. 10 - 16 - 17. June 20, 2016.

A Hearing has been scheduled and notices sent out regarding a report of assessments by the Finance Director for the resurfacing of S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave.

Any interested persons may be heard.

NOTICE IS HEREBY GIVEN that the Department of Public Works of the City of Sheboygan filed with me a report of assessment for improvements in the following streets:

RESURFACING:

S. $17^{\rm th}$ from 120 feet south of Arizona Ave. to Maryland Ave. Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St. S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave. Georgia Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St. Kentucky Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St.

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SUSAN RICHARDS City Clerk

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v.; Water Ut.; Assessor; Bldg. Insp.

John Bes

	HEREBY CERTI	he City of			was duly p	passed by the
Dated	May	17		lusay 9	Sichardo	_, City Clerk
Approv	ed May	17	20 16	Michael	andrew	, Mayor
solution	ngs Published ons Published d <u>May</u> 18, 2010	May 21, 2	016.	Treas.: CA:	Eng.: Dir.	City

OFFICE OF THE CITY CLERK Sheboygan, Wisconsin CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Shebdygan.

cal Fichardo
City Clerk

Res. No. 195 - 15 - 16. By Alderperson Belanger. April 18, 2016.

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With their well



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R. O. No. -16 - 17. By CITY CLERK. June 20, 2016.

Submitting various license applications.

City Clerk

Consent Dorohul Jule

AMUSEMENT LICENSE (June 30, 2017)

No. Name Address

3208 Scott's Vending Inc. 1717 Columbus St., Two Rivers

2728 Theisen Vending Company 3447 Kohler Memorial Dr.

CARNIVAL LICENSE

No. Name Address

1338 Sheboygan Jaycees Found. PO Box 561

2907 S & J Enterprizes N578 Military Rd., Sherwood

COMMERCIAL OPERATORS LICENSE (December 31, 2016)

No. Name Address

1816 JB Lawn Care 4425 Lake Shore Rd.

POOL TABLE LICENSE (June 30, 2017)

No. Name Address

1476 1907 Club 2908 N. 21st St.

TEMPORARY "B" BEER LICENSE

No. Name Address

1077 Gesangverein Concordia 1130 N. 9th St. - one-day event to be held

10/15/16 to include the gymnasium at

Immaculate Conception.

1338 Sheboygan Jaycees Foundation Kiwanis Park - Brat Days - three-day

Event to be held 8/4/16 to 8/6/16 to

include all of Kiwanis Park.

TEMPORARY BEVERAGE OPERATOR LICENSE

No. Name		Address
8883 Hayward, 1017 Stearns,	-	427 Clifton Ave. 2136 Erie Ave.



R. O. No. - 16 - 17. By BOARD OF CONTRACTORS EXAMINERS. June 20, 2016.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

2645 Joseph Brunette 2301 Silver Leaf Ln Sheboygan, WI 53083-2736

Carpenter Contractor

Consent

Board of Contractors Examiners



R. C. No. $\underline{\hspace{1cm}}$ - 16 - 17. By FINANCE. June 20, 2016.

Your Committee to whom was referred R. O. No. 43-16-17 by the City Clerk submitting a communication from Randy Olm, CPA, Schenck SC, regarding a real estate tax assessment adjustment for 1536 N. $18^{\rm th}$ St.; recommends approval and to reimburse 1536 $18^{\rm th}$ St. LLC pursuant to the State Board of Assessors ruling.

Consent

		 (1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-			
				Com	mittee
I HEREBY CERTIFY that and adopted by the Common Co			eboygan,		
Dated	20			, City	Clerk
Approved	20	 		,	Mayor





R. O. No. $\frac{43}{16-17}$ By CITY CLERK. June 6, 2016.

Submitting a communication from Randy Olm, CPA, Schenck SC, regarding a real estate tax assessment adjustment for 1536 N. $18^{\rm th}$ St.

Inarae

Approve of 1536 18th St. LhC

Approve 1536 18th St. LhC

Approve 1536 18th St. LhC

Approve of 1536 18th St. LhC

Appr

City Clerk

Richards, Susan

From: Buss, Nancy

Sent: Monday, June 06, 2016 9:43 AM

To: Richards, Susan

Subject: FW: Real estate tax assessment adjustment 1536 n 18th st., City of Sheboygan

From: Olm, Randy K. [mailto:Randy.Olm@schencksc.com]

Sent: Thursday, June 02, 2016 11:47 AM

To: Buss, Nancy; Richards, Susan

Subject: Real estate tax assessment adjustment 1536 n 18th st., City of Sheboygan

Nancy,

I tried calling you yesterday about this, but was unable to get through. So I then called the assessor's office and they sent me to Laura at the county. She gave me some background and told me the City does their own refunds but she would do the recalc of the 2015 tax bill and then pass that back to you.

This morning I sent her the copy of the state's adjustment notice and you can see her reply. Looks like it's up to City Finance to do the calc and refund.

So to make this official, on behalf of my client 1536 18th street, llc, I am requesting a refund of overpaid taxes for 2015 based on the redetermination of the assessed value for 2015.

This property transferred hands on July 31, 2015 and was purchased from American Orthodontics. American Ortho was the owner of record on the Jan 1, 2015 assessment date so they also authorized me as their agent to appeal the assessment to the state within the 60 day window, on their behalf and I was the agent for the buyer too. That is why AO's name is on the redetermination letter from the state.

My client's name was on the 2015 tax bill and they have paid the first half bill and will have to pay the second half bill, so they should get the refund. Laura though maybe the check would have to go back to American ortho, but she wasn't aware that the purchaser's name was already on the 2015 tax bill.

We'd like to get an official rework of the bill as soon as possible as the tenant is also involved in paying some of tax bill for 2015 and 2016 and we need to get what they are now paying adjusted based on the revised bill. Would appreciate if you could give me a call next week and let me know what timelines there might be on this process.

I will be back in the office on Monday.

Randy Olm, CPA

Shareholder
Schenck SC
712 Riverfront Drive, Suite 301
Sheboygan, WI 53081
920-458-0341 office | 920-458-8974 fax
randy.olm@schencksc.com

My Bio www.schencksc.com/randy-olm | www.facebook.com/schencksc | www.twitter.com/schencksc

Named one of the Top 25 Best Accounting Firms to Work For by <u>Vault</u> Check out our upcoming workshops and webinars at www.schencksc.com/events

Any accounting, business or tax advice contained in this email, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues or as a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties unless expressly indicated.

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CORRECTION

STATE BOARD OF ASSESSORS NOTICE OF DETERMINATION

This notice corrects an error in the March 22, 2016 Notice of Determination

AMERICAN ORTHODONTICS INC, PETITIONER APPEAL NO. 81-041-REO-15

STATE IDENTIFICATION NO. 81-59-281-R000001429

LOCATION: 1536 N 18TH ST

Paral 5928 1629 590

VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:

AMERICAN ORTHODONTICS INC 3524 WASHINGTON AVE PO BOX 1048

SHEBOYGAN WI 53082-1048

AND:

SUSAN RICHARDS - CLERK

C OF SHEBOYGAN 828 CENTER AVE

SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2015 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.995643990

	ORIGINAL 2015 FULL VALUE ASSESSMENT	REVISED 2015 FULL VALUE ASSESSMENT	ORIGINAL 2015 EQUATED VALUE ASSESSMENT	REVISED 2015 EQUATED VALUE ASSESSMENT
LAND	\$191,200	\$191,200	\$190,400	\$190,400
IMPROVEMENT	\$1,233,800	\$327,300	\$1,228,400	\$325,900
TOTAL	\$1,425,000	\$518,500	\$1,418,800	\$516,300

Interest per sec. 70.511(2)(b), Wis. Stats., is applicable.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission 5005 University Ave Ste 110 Madison, WI 53705 (608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION <u>WITHIN 60 DAYS OF THE DATE ON</u> THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this bth

__day of

STATE OF WISCONSIN

STATE BOARD OF ABSESSORS

cc: RANDALL OLM CPA SCHENCK SC

712 RIVERFRONT DR

SHEBOYGAN WI 53081-4665

Bonnie Jorstad, WI Tax Appeals Commission

Green Bay Manufacturing & Utility District Office

By:

mothy J. Drasgig. Chairmai

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) may be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391.

If an appeal is filed to the BOA, state statutes require you to do the following:

Assessed Value

Municipality

- If the assessed value is <u>sustained</u> no further action is required.
- If the assessed value is <u>reduced</u>, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is <u>increased</u>, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is <u>sustained</u>, no further action; no change in taxes.
- If the assessed value is <u>reduced</u>, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is <u>reduced</u>, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest, by November 1, to the municipal clerk. (If a further appeal produces an additional change, DOR will notify you of that change).
- If the assessed value is <u>increased</u>, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

Municipality

- If the assessed value is <u>sustained</u>, no change in taxes.
- If the assessed value is <u>reduced</u>, and the tax bill was based on the original assessment, refund the taxes and interest in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201 (http://www.revenue.wi.gov/forms/govtvc/pc-201.pdf), the amount of the rescinded/ refunded tax must have been \$500 or more or your tax district must have accumulated a total of at least \$5,000 of rescinded/refunded taxes which were levied for the same year. Questions regarding Form PC-201 can be emailed to lgs@revenue.wi.gov.
- If the assessed value is <u>increased</u>, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is **reduced**, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "... Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.
- Interest rates can be found at the Federal Reserve Board: H.15 Release Selected Releases and Historical Data (http://www.federalreserve.gov/releases/h15/data.htm)



State of Wisconsin • DEPARTMENT OF REVENUE • MEMORANDUM

DIVISION OF STATE AND LOCAL FINANCE

MANUEACTI DING & LITTLITY BUREAU

Mai Drop #6-97

213: Ruffelis Cod. 1 hory HO. Box 8971

facts Wissensin 53708-8971

PHGAE (608) 266-1147

FAX (608) 264-6897

DATE: Apr

April 6, 2016

TO:

American Orthodontics Inc.

Susan Richards - Clerk, City of Sheboygan

Randall Olm, CPA - Agent for American Orthodontics

FROM:

Tim Drascic, Director-Manufacturing & Utility Bureau

RE:

2015 State Board of Assessors Determination (81-041-REO-15)

Enclosed find a corrected State Board of Assessors Notice of Determination for 2015 appeal 81-041-REO-15, a real estate appeal for property located at 1536 N 18th Street in the City of Sheboygan. An error was made in the generation of the original Notice of Determination dated and mailed on March 22, 2016. The original notice indicated that the 2015 assessment on this property was sustained.

The State Board of Assessors actually voted to reduce the 2015 assessment on this property. Incorrect data was entered into our appeal database used to generate the original notice.

Copies of the corrected notice of determination were mailed to all parties on Wednesday, April 6, 2016. I apologize for our error.

If you have any questions, please call me at (608) 266-3845

Thank you,

Timothy J. Drascic, Director Manufacturing & Utility Bureau

Cc: BOA file (81-041-REO-15)

STATE OF WISCONSIN **REAL ESTATE PROPERTY TAX BILL FOR 2015**

CITY OF SHEBOYGAN

PARCEL NUMBER: 59281629590 SHEBOYGAN COUNTY Correspondence should refer to Parcel Number. Ave. Assmt. Ratio | Est. Fair Mkt. Land | Est. Fair Mkt. Improve Tot Est. Fair Mkt. A star in this box mean unpaid prior year taxes 99.564 191,200 1,233,800 1,425,000 190,400 1,228,400 1,418,800 2014 Est. State Aids 2015 Est. State Alds 2014 2015 NET HOPERS JAPINSTRY CTONES TAXING JURISDICTION % Tax Change ndor# Allocated Tax Dist Allocated Tax Dist **Net Tax** Net Tax STATE 241,90 241.73 1,607,575 1,536,231 13,295,672 13,211,594 COUNTY 7,821.59 ,011.76 SCHL - 5271 TCDB 11 RECEIVED 19,585 2,850,205 C-SHEBOYGAN 13,170.17 13,472.70 st Code 14,912.90 975.53 1,110.71 1,141.48 .(8) L. Acct pproved ite Posted TOTAL 67, 478, 893 71, 052, 860 36,843.20 37,257.27 TOTAL DUE FOR FULL PAYMEN 79.15 77.22 First Dollar Credit PAY BY JANUARY 31, 2016 Lottery & Gaming Credit 36,765.98 37,178.12 -1.1 \$36,765.98 Not Property Tax School taxes reduced by IMPORTANT: Be sure this description covers your Net Assessed Value Rate Warning: If not paid by due dates, installmen option is lost and total tex is delinquent and subject to interest and, if applicable, penalty. 2,974.50 property. This description is for property tax bill only and school levy tax credit (Does NOT reflect Credits) may not be a full legal description. 25.9678587 Failure to pay on time. See Reverse 1536 N. 18TH ST. 2nd Installment 1st Installment by JANUARY 31, 2016 by JULY 31, 2016

SEC 15 T15N R23E PRT OF SE SW & SW SE SEC 15 DESC AS: COM IN E LINE OF ZICKHARD'S DIVISION 150'

* BALANCE OF DESCRIPTION - SEE TAX ROLL *

1538 18TH STREET, LLC 443 N MAIN ST

SHEBOYGAN FLS WI 53085-3316

18,382.99 18,382.99

SEE REVERSE SIDE FOR IMPORTANT INFORMATION **RETAIN THIS PORTION AS YOUR COPY**

7UPLA S15 00221

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT **REAL ESTATE PROPERTY TAX BILL FOR 2015**

Parcel Number: 59281629590

Name: 1536 18TH STREET, LLC

443 N MAIN ST SHEBOYGAN FLS WI 53085-3316 Pay 1st Installment - \$18,382.99

Or

Pay Full Payment - \$36,765.98

By January 31, 2016

Please make payments to the City of Sheboygan up through January 31st. Payments after January 31st should be directed to the County Treasurer.

Parcel Address: 1536 N. 18TH ST.

Bank Collection Site Collection Bank Lobby Hours

Municipality/Location	Dates	Times	In Person In Lobby Only	Tax Bill Must Accompany Payment
City of Sheboygan	made at 1 of the	nents should be the description of the description	Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building. Drop Box:

Dates Municipality Closed: NA

Other Drop Off Site: None Telephone: 920-459-0292

Tax payment information online at www.sheboyganwi.gov.

Click on property tax payment options.

Warning: If not paid by due dates, installment option is lost and total tax is delinquent

Make check payable and mail to:

City of Sheboygan 828 Center Ave, Suite 205 Sheboygan WI 53081

PARCEL NUMBER: 59281628760

CITY OF SHEBOYGAN SHEBOYGAN COUNTY

Correspondence should re	efer to Parcel Number.		OI ILDO I OA	14 COOI41 1				
Assessed Value Land	Ass'd Value Improve Tot A	Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. In	nprove To	t Est. Fair Mkt.	A star in this box m unpaid prior year to
14,600	4,300	18,900	99.564 [.]	14,700	4,3	800	19,000, ₁₉₉₃ C	onstruction
TAXING JURISDICTION STATE COUNTY C-SHEBOYGAN SCHL - 5271	2014 Est. State Alds Allocated Tax Dist 1,607,575 13,295,672 51,856,061	2015 Est. State A Allocated Ter 1,536,2 13,211,5 53,454,8	Alds to Dist 31 194 130 2	2014 Net Tex 3.31 .07.05 .80.26 .04.11	2015 Not Tex 3.22 106.73 179.47 186.17	% Tax Change -2.7 3 4	httmoethyjax tob# Cost Code	413.5
RECEI	719,585 √但り ,478,893	71,052,8 First Dollar Cro	60 5	15.20 09.93 79.15	15.21 490.80 77.22	-3.8 -2.4	Approved Date Posted Initials	
DFC 14	2015	Lottery & Gaming Cro Not Property 1		30.78	413.58	-4.0	\$413.5	8
School taxes reduced by school levy tax credit	39.62	property. This d	Be sure this description escription is for propert I legal description.		Net Assessed Value (Does NOT reflect Co	rodits)	Warning: If not paid b option is lost and total subject to interest and	tax is delinquent ar if applicable, pena
1525 N. 19TH ST. ZICKHARDS DIVISION S	10' OF LOT 5 & ALL OF LO	C/C	36 18TH STREET L D ANDREW CHAPPA 3 N MAIN ST		25.96785		1st instellment by JANUARY 31, 2016 206.79	2nd Installment by JULY 31, 20 206.75

72KRD 00105

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT REAL ESTATE PROPERTY TAX BILL FOR 2015

RP51601

Please make payments to the City of Sheboygan up through January 31st. Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281628760

Name: 1536 18TH STREET LLC C/O ANDREW CHAPPA

SHEBOYGAN FLS WI 53085-3316

443 N MAIN ST

SHEBOYGAN FLS WI 53085-3316

Pay 1st Installment - \$206.79

RETAIN THIS PORTION AS YOUR COP

Or

Pay Full Payment - \$413.58

By January 31, 2016

Parcel Address: 1625 N. 19TH ST.

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payme
City of Sheboygan	in person payme made at 1 of the Bank & Trust lob	4 Wisconsin	Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 855 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments:

Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292 Tax payment information online at www.sheboyganwi.gov.

Click on property tax payment options.

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

City of Sheboygan 828 Center Ave, Suite 205 Sheboygan WI 53081



R. C. No. - 16 - 17. By LAW AND LICENSING. June 20, 2016. Your Committee to whom was referred, pursuant to R. O. No. 27-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends that the following licenses be granted with various caveats: BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2018) No. Name Address 1220 Komorowski, Marie A. 1616 Bell Ave. BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2018) Address No. Name *9903 Charles, Steven A. 619 Huron Ave., #2 *grant contingent upon the application being corrected, and with a warning to include all violations on future applications (proint 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_______, City Clerk



R. C. No. - 16 - 17. By LAW AND LICENSING. June 20, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 45-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends that the following licenses be granted with various caveats:

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

No. Name

Address

*1525 Fountain Park Lounge

922 N. 8th St.

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

*1252 Peteks Tavern

1 T)

2702 S. 8th St.

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

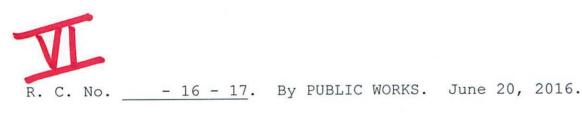
Consul			
		Con	nmittee
and adopted by the Com		ommittee Report was duly a ty of Sheboygan, Wisconsin _, 20	
Dated	20	, City	y Clerk
Annation	20		M

JIV.

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Your Committee to whom was referred R. O. No. 34-16-17 by the Board of Marina, Parks and Forestry Commission submitting a recommendation regarding the Sheboygan Park Project in partnership with the Sheboygan Jaycees proposing a universally designed playground with various considerations; recommends approval of the document.

THEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the

Approved 20 . Mayor

_____ day of ______, 20____.



R. O. 34 - 16 - 17. By BOARD OF MARINA, PARK & FORESTRY COMMISSION.
May 16, 2016.

Submitted is a recommendation from the Marina, Park and Forestry Commission regarding the Sheboygan Park Project in partnership with the Sheboygan Jaycees proposing a universally designed playground with the following considerations:

The Commissioners listened to a presentation by Ryan and Angie Shaw, representatives for the Sheboygan Park Project, (and Steve Schmitt) that would create a universally accessible playground for children of all disabilities and presented plans from other communities that have similar playgrounds. The Sheboygan Park Project Team prefers this playground to be located at Deland Park. The project is estimated to cost between \$500,000-\$700,000 and has already begun fund-raising.

The Commissioners agreed that such a playground would be a benefit to the greater community, but had several concerns with the location being at Deland Park. Similar playgrounds (about one acre in size) would require a significant amount of green space at Deland Park. As a result, the Commissioners voted unanimously to support the Sheboygan Park playground agreement with the final project, on location, funding, (construction/operation), endowment and schedule to be drafted for final approval by the Commission and the appropriate standing committees as well as Common Council.

Pub who.

Bd. of Marina, Parks & Forestry



1164 McCoy, Karin

R. C. No. - 16 - 17. By LAW AND LICENSING. June 20, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 46-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2018; recommends granting the following licenses with various caveats:

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

No. Name Address

1365 Alten, Jennifer N. 1416A New York Ave. *7927 Altwies, John H. 2103A S. 7th St.

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

1394	Balma, Nicholas R.		S. 8 th St.
1041	Batt, Lisa M.		S. 17 th St.
1277	Behr, Kayla C.	2312	N. 7 th St.
8495	Beinemann, Jesse P.	2840	Cty Trk. V.
1324	Beninghaus, Trenton R.	1522	N. 9 th St.
1325	Born, Christy L.	2326	S. 11 th St.
4823	Borth, Jamie L.	1640	Main Ave.
*1374	Brown, Shannon O.	4443	Lilac Ct., #W108

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

1345 Bruinooge, Taylor A.	3404 N	. 8 th St.
1386 Brunette, Ashley N.	4901 S	. 15 th St.
*1310 Dean, Shane M.	1724 S	. 21 st St.

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

932 Ontario Ave.

Wash.

Easton, Angela M.	1579	W.Portview Dr., #103Port
Farmer, Brandon L.	1340	Pershing Ave.
Felipez, Hayden	830	N. Water St.
Fisher, Brandon T.	4331	Moenning Rd.
Heinecke, Brooke A.	704	Woodview Ave.
Jaishi, Kabita		Mulberry Ln., Kohler
Johnston, Kristen D.		N. 11 th St.
Kasprzak, Kimberly M.		S. 13 th St.
Kilty, Jennifer L.	1623	N. 13 th St.
Klessig, Kurt R.	1731	S. 13 th St.
Konecke, Steven F.	520	Center Ln., Kohler
Lee, Eva M.	354	N. Redding Cir, Belgium
Leibl, Katherine D.		Willow Creek Ln.
Lester, Elsa	1539	N. 20 th St.
Mack, Tamieka M.	950	Weeden Creek Rd.
	Farmer, Brandon L. Felipez, Hayden Fisher, Brandon T. Heinecke, Brooke A. Jaishi, Kabita Johnston, Kristen D. Kasprzak, Kimberly M. Kilty, Jennifer L. Klessig, Kurt R. Konecke, Steven F. Lee, Eva M. Leibl, Katherine D. Lester, Elsa	Farmer, Brandon L. 1340 Felipez, Hayden 830 Fisher, Brandon T. 4331 Heinecke, Brooke A. 704 Jaishi, Kabita 916 Johnston, Kristen D. 1608A Kasprzak, Kimberly M. 1828 Kilty, Jennifer L. 1623 Klessig, Kurt R. 1731 Konecke, Steven F. 520 Lee, Eva M. 354 Leibl, Katherine D. 4730 Lester, Elsa 1539

```
*1421 Meyer, Jessica M. 3320 S. 11<sup>th</sup> Pl.
```

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

```
1383 Nunn, Stacey B.
                                                 2428 Camelot Blvd, #101
1383 Nunn, Stacey B.
1424 Nytsch, Jayde Elizabeth
0108 Ranieri, John M.
2510 N. 15<sup>th</sup> St.
2017 N. 6<sup>th</sup> St.
0108 Ranieri, John M.
1285 Roehre, Hayley L.
                                                908 Bell Ave.
                                                   64 West St., Elkhart Lake
1381 Roth, Heather V.
                                          3012 Geele Ave.
1385 Schnell, Tristan L.
                                                 620 S. 8<sup>th</sup> St., #204
1308 Scholz, Heidi J.
                                              1412 N. 4<sup>th</sup> St.
2219 Terrace View, #2B
1360 Stewart, Daryl W.
1372 Stroo, Richard A.
                                            1615 Spruce Ct.
908 Lincoln Ave.
3609 Granite Rd.
6325 Thompson, Susan R.
1299 Wanner, Rebecca A.
1348 Wilmot, Laurin N.
1429 Zory, Jon T.
                                                1412 Geele Ave.
```

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

No.	Name	Address
0631	Abraham, Caitlin R.	1834 Geele Ave.
5930	Alten, Candace A.	1327 N. 13 th St.
0564	Atkinson, Wendy J.	1256 Kaufmann Ave.
9783	Bakewell, Brianna L.	1919 N. 9 th 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 th St.
9563	Berger, Ruth E.	734 Darmouth Dr., Sheb. Falls
9864	Boden, Dylan S.	1549 N. 23 rd St.
5171	Bogenschuetz, Nathan L.	1021 Trienens Rd., Plymouth
8036	Bogenschuetz, Tamara Linn	1021 Trienens Rd., Plymouth
* 670	9 Bonelli, Leo P.	2417 W. Koning Dr.
		-

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

	705 N. 38 th St. 5108 Evergreen Dr. 1915 N. 19 th St. 1320A S. 19 th St.
*grant with instructions t	o correct application
0567 Clough, Christopher R.	621 Bell Ave.
7338 Coffin, Kurt P. (Club)	1335 Columbus Ave.
0364 Cruz, Felipe (Club)	774 Pine St, Sheb. Falls
2938 Dean, Lisa Y.	1427 S. 16 th St.
1250 Dewane, Elaine M.	2839 N. Apache Rd.
8950 Dietrich, Cassandra L.	1606 S. 17 th St.
6645 Eggen, Cheryl L.	2420 Elm Ave.
7926 Eigenberger, Sheila L.	2208 S. 12 th St.
4034 Ertel, Michael L.	2400 Fairfield Ln., Plymouth

6523 Evans, Gerri L.	2130 N. 23 rd 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 th St.
	2606 S. 7 th St.
3679 Hajenga, Gail J.	2010 S. 7 St. 2010 S. 25 th St.
9648 Hawkins, Tanner D.	
9904 Heitzmann, Mary A.	2206 Sunflower Ave.
· -	1416 Logan Ave.
6387 Hiebing, Robert F.	5537 Timberline Ln.
5364 Hiebing, Suzanne M.	5537 Timberline Ln.
	1515 N. 7 th 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.	
5696 Hutton, Charles F.	1140 High Ave.
*3816 Kautzer, Kathleen A.	1625 Spruce Ct.
*grant with instructions to	correct application
5633 Kempf, Shireen A.	916 Mayflower Ave., #4
4068 Kester, Becky L.	1129 Lincoln Ave.
4068 Kester, Becky L. 8194 Kever, Jennifer M.	1129 Lincoln Ave. 1043 Falls Parc Dr.#9, Sheb. Falls
4068 Kester, Becky L. 8194 Kever, Jennifer M. 9655 Kielbicki, Kim C.	1129 Lincoln Ave. 1043 Falls Parc Dr.#9, Sheb. Falls 2210 N. 26 th St.
4068 Kester, Becky L. 8194 Kever, Jennifer M. 9655 Kielbicki, Kim C. 7872 Kinyon, Kirt D.(Club)	1129 Lincoln Ave. 1043 Falls Parc Dr.#9, Sheb. Falls 2210 N. 26 th St. 724 N. 15 th St.
4068 Kester, Becky L. 8194 Kever, Jennifer M. 9655 Kielbicki, Kim C. 7872 Kinyon, Kirt D.(Club) 1649 Knaak, William A.	1129 Lincoln Ave. 1043 Falls Parc Dr.#9, Sheb. Falls 2210 N. 26 th St. 724 N. 15 th St. 1342 Winter Ct.
4068 Kester, Becky L. 8194 Kever, Jennifer M. 9655 Kielbicki, Kim C. 7872 Kinyon, Kirt D. (Club) 1649 Knaak, William A. 8881 Knight, Nicole M.	1129 Lincoln Ave. 1043 Falls Parc Dr.#9, Sheb. Falls 2210 N. 26 th St. 724 N. 15 th St. 1342 Winter Ct. 1635 Blocki Ct.
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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.

3515 Ploetz, Craig A.

3731 Reinke, Steven G.

9740 Renzelmann, Grant C.

9025 Rigsby, Joseph W.

0453 Riste, Stacy L.

4338 Roerdink, Sherri L.

**grant contingent upon the application being correct.
                                          *grant contingent upon the application being corrected, and with a
   warning to include all violations on future applications
   8761 Ruge, Alan F.

2063 Rupple, 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

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.
 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.
8190 Sullivan, Courtney M.
0683 TeBeest, Amanda R.
0648 Van Akkeren, Olivia C.
0559 Schultz, Todd
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
622A Bell Ave.
1328 S. 9<sup>th</sup> St.
1328 S. 9<sup>th</sup> St.
1629A S. 8<sup>th</sup> St.
1629A S. 8<sup>th</sup> St.
1629A S. 8<sup>th</sup> St.
1629A S. 8<sup>th</sup> St.
1128 N. 29<sup>th</sup> St.
                                         *grant contingent upon the application being corrected, and with a
    warning to include all violations on future applications
   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.
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8959 Wilson, Michelle R. 1643 Weeden Creek Rd. 3502 Wolff, Richard A. 1622 N. 25th St.

*0393 Yang, Donna N.

1027 N. 17th St.

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

8868 Yankunas, Barbara J.

0645 Zalewski, Jennifer L.

8170 Zenk, Travis A.

2355 Ziegler, Jan M.

629 E Jefferson A.

3324 S. 18th St.

2123A S. 16th St.

1312 Kentucky Ave.

629 E Jefferson Ave., Cleveland



Your Committee to whom was referred R. O. No. 38-16-17 by the City Clerk submitting a communication from Geise Contract Services regarding paving improvements that the Sheboygan Athletic Club requests that the City of Sheboygan make to Wildwood Park; recommends approving the document.

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____. Approved_______, Mayor



R. O. No. <u>38 - 16 - 17.</u> By CITY CLERK. May 16, 2016.

Submitting a communication from Geise Contract Services regarding paving improvements that the Sheboygan Athletic Club requests that the City of Sheboygan make to Wildwood Park.

Publiciports

City Clerk

Richards, Susan

From:

Mayor Vandersteen

Sent:

Wednesday, May 11, 2016 10:40 AM

To:

Richards, Susan

Cc:

Alderperson Mary Lynne Donohue

Subject:

FW: setting up meeting

Sue,

Please include this communication on the agenda for the 16th and refer it to the PW Committee.

Thanks,

Mike Vandersteen, Mayor City of Sheboygan

From: Geise Contract Services [mailto:qeisecontractservices@charter.net]

Sent: Wednesday, May 11, 2016 10:31 AM To: Richards, Susan; Mayor Vandersteen Cc: Kerlin, Joe; Sheboygan Athletic Club

Subject: RE: setting up meeting

Dear Ms. Richards and Mayor Vandersteen,

Below is a conceptual drawing of paving improvements that the Sheboygan Athletic Club requests that the City of Sheboygan make to Wildwood Park. It is an important part of the recently announced \$2M Wildwood Stadium Vitalization Initiative, which will be substantially funded by private donations. The purpose of the Vitalization Initiative is in support of the 'Someplace Better' campaign to enhance quality of life in Sheboygan and attract talent to the area.

There are three key objectives:

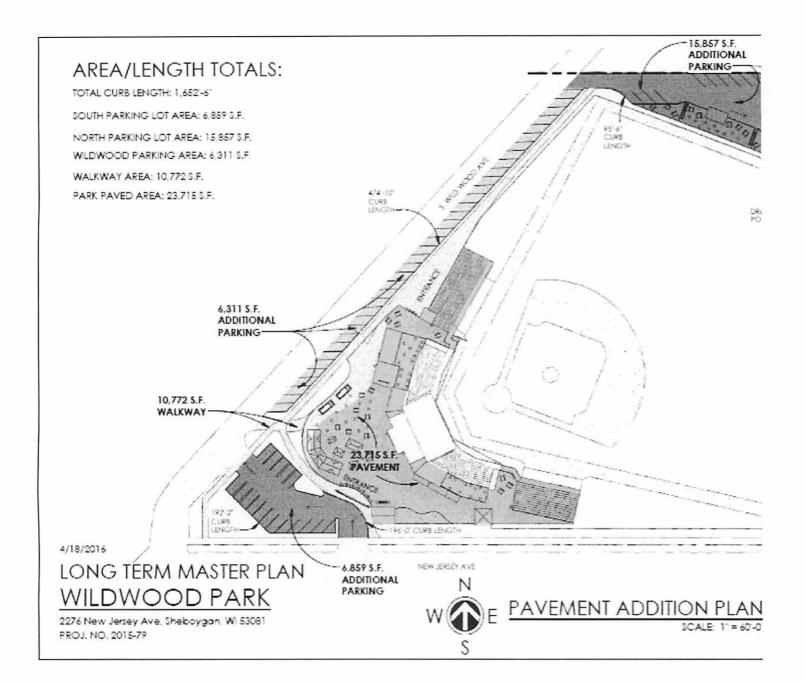
- 1. Create a "destination park" for a great local entertainment experience for the city and its current and future residents.
- 2. Partner with local schools to provide a 'working laboratory' for instruction. LTC, Lakeland University, and UW-S have all expressed keen interest and willingness to partner.
- 3. Increase the economic impact for the city of Sheboygan by attracting more and higher profile tournaments.

There are 9 phases of the Vitalization Plans. This request for improved parking is critical for safety and to enhance the game-day experience.

Once approved, we propose to work together with the City to prepare more detailed plans. May we have your approval to proceed?

Respectfully submitted,

Peter Geise – Board Member On behalf of the Sheboygan Athletic Club



From: Kerlin, Joe [mailto:joe.kerlin@sheboyganwi.gov]

Sent: Monday, May 09, 2016 11:05 AM

To: 'Geise Contract Services' <geisecontractservices@charter.net>

Subject: RE: setting up meeting

Hi Peter,

I just talked to David Biebel. First step, we need to get the concept passed by Public Works. You would just need to turn in your concept request to the city clerk at the city office. The Mayor would then send it to Public works. If you turn it in by noon Wednesday it would go to Council on the 16th and then to PW on the 24th.

Ultimately a well laid out plan needs to be done with a list of items that could be done by the city. If you can start getting that process done with volunteer time from a consultant, that would be great.

Joe

From: Geise Contract Services [mailto:geisecontractservices@charter.net]

Sent: Sunday, May 08, 2016 4:45 PM

To: Kerlin, Joe

Subject: setting up meeting

Joe,

Enjoyed meeting with you this past week on Tuesday, the 3rd. Thanks for committing to set up a meeting with other city officials to work the details of the plan for the city to "handle all the grading and paving". When do you anticipate the meeting will be held?

Best,

Peter

Geise Contract Services, LLC
855 Settlers Circle | Sheboygan Falls, WI 53085
mobile: 920-889-2277 | fax: 920-467-2734

SeiseContractServices@charter.net



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



R. C. No. - 16 - 17. By SALARIES AND GRIEVANCES. June 20, 2016.

Your Committee to whom was referred R. C. No. 39-16-17 by Finance who met and discussed the Organization Code for the Assessor's Office in the 2017 Budget; recommends that the document be accepted and adopted.

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_______, City Clerk



R. C. No. 39 - 16 - 17. By FINANCE. June 6, 2016.

Your Committee who met and discussed the Organization Code for the Assessor's Office in the 2017 Budget; recommends the following:

- 1. The Common Council eliminate the Organization Code for the Assessor's Office in the 2017 Budget;
- 2. Amend the Table of Organization; and
- 3. Establish oversight for Assessing activities with the Finance Department.

Sal & Good

Mylynne /1	Jow Cur				
				Comm	nittee
and adopted by the C	FY that the foregommon Council of	the City of	7570	1 To	
Dated	20	*		, City	Clerk
Approved	20	*			Mayor



R. C. No. - 16 - 17. By PUBLIC WORKS. June 20, 2016.

Your Committee to whom was referred Res. No. 38-16-17 by Alderperson Belanger authorizing the Purchasing Agent to enter into contract for the purchase of (2) Pickup trucks from Ewald's Hartford Ford and (3) pickup trucks from Sheboygan Chevrolet 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_____. Approved_______, Mayor



III.

Res. No. 38 - 16 - 17. By Alderperson Belanger. June 6, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) Pickup trucks from Ewald's Hartford Ford and three pickup trucks from Sheboygan Chevrolet for the Department of Public Works Motor Vehicle Division

WHEREAS: The Sheboygan Dept. of Public Works is in need of a replacing (5) pickup trucks in various configurations and has included the expenditure in its 2016 budget.

WHEREAS: The Purchasing Agent issued a request for bids for a these (5) vehicles with vehicle use specific specifications to assure each vehicle fits specific current needs by Supervisory Staff.

WHEREAS: Following a review of the bids received, the low bid submitted by Ewald's Hartford ford for two of the trucks and the low bid submitted by Sheboygan Chevrolet for three of the trucks have been determined to meet all specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford in the amount of \$54,096.00 for the purchase of two trucks and Sheboygan Chevrolet in the amount of \$86,292.50 for the purchase of three trucks for a total of \$140,388.50. The existing trucks are not able to be re-used for other operations primarily due to their size and therefore will be sold at auction following receipt of the new vehicles.

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

Publikasie

	of the City	The second secon	ng Resolution was , Wisconsin, on th		by the
Dated	20	·		, City Cle	erk
Approved	20			, May	vor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorize Purchase of (5) Pickup Trucks

REPORT PREPARED BY: Bernard R. Rammer

REPORT DATE: June 2. 2016 MEETING DATE: June 14, 2016



FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:

70136100-641200

Wisconsin Statutes:

N/A

Budget Summary:

Motor Vehicle Fund

Municipal Code:

N/A

Budgeted Expenditure:

\$ 140,388.50

Budgeted Revenue:

N/A

BACKGROUND / ANALYSIS:

This resolution authorizes the department to purchase (5) Pickup trucks in a variety of configurations tailored to meet the needs of the Dept. The pricing below is the result of the City's Bid # 1906-16

STAFF COMMENTS:

The trucks were specified and configured to best meet the needs of the department at this time. As time passes, these trucks will be used to support all day to day operations. The trucks to be replaced are becoming a challenge to maintain and do not have the capability of being used in different capacities. Therefore, they will be sold at auction following receipt of the new vehicles.

(1) 2016 Ford F-150 2WD Ext. Cab with 8 foot Box

Dealer	Brand	Price Each	Lead time ARO 60-90 days	
Ewald Ford	Ford F-150	\$ 25,520.50		

(1) 2016 Ford F-150 4WD extended cab with 8 foot box

Dealer	Brand	Price Each	Lead time ARO
Ewald Ford	Ford F-150	\$ 28,575.50	60-90 days

(1) 2016 Chevrolet Silverado ½ Ton 4WD with std. cab and 8 foot box

Dealer	Brand	Price Each	Lead time ARO
Sheboygan Chevrolet	Chevrolet Silverado 2500 "Double Cab"	\$ 26,353.50	90-150 days

(2) 2016 Chevrolet Silverado ¾ Ton 4WD Double cab with 8 foot box

Dealer	Brand	Price Each	Lead time ARO
Sheboygan Chevrolet	Chevrolet Silverado 2500 "Double Cab"	\$ 29,969.50 Each	90-150 days

ACTION REQUESTED:

It is the recommendation of the Department that the Public Works Committee approve this request and support passage of the Resolution. Total cosyt for all five vehicles is \$ 140,388.50 including license and Title.

ATTACHMENTS:

Res. __-16-17



R. C. No. - 16 - 17. By PUBLIC WORKS. June 20, 2016.

Your Committee to whom was referred Res. No. 37-16-17 by Alderperson Belanger informing the Wisconsin Department of Natural Resources (WDNR) that the 2015 Compliance Maintenance Annual Report (CMAR) has been reviewed; 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____. Approved_______, Mayor



Res. No. 37 - 16 - 17. By Alderperson Belanger. June 6, 2016.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2015 Compliance Maintenance Annual Report (CMAR) has been reviewed:

RESOLVED: that the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2015 CMAR, which is attached to this resolution,

BE IT FURTHER RESOLVED: That the 2015 CMAR having received a Grade of "A" require no further action by Council,

BE IT FURTHER RESOLVED: That the 2015 CMAR be accepted and placed on file.

fub toko.

		of th	of S	Sheboygan,	g Resolution Wisconsin,			by the day of
Dated _				20		 	City	Clerk
Approve	ed			20			,	Mayor

Memorandum

To: Dave Biebel, Director of Public Works

From: Sharon Thieszen, Wastewater Superintendent

Date: 06/1/2016

Re: 2015 Compliance Maintenance Annual Report (CMAR)

Attached is the draft 2015 CMAR for the wastewater plant for your review. The CMAR is required by the DNR and it must be reviewed by Common Council and requires a resolution documenting that the Common Council has reviewed the document. The CMAR is filed electronically and is due to the Wisconsin DNR by June 30, 2016.

This year we received a grade of "A" on all of the evaluation criteria. There is no further action required at this time.

Wording for the resolution is attached to this memo. When the Common Council reviews the document and passes the resolution, I will complete the electronic submittal process before the June 30, 2016, due date. If you have any questions, I am available upon request.

Sheboygan Wastewater Treatment Plant

Last Updated: 5/31/2016

Reporting For: **2015**

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	8.0249	Х	242	X	8.34	11	16,209
February	7.3264	Х	270	Х	8.34	11	16,484
March	7.8059	х	242	x _	8.34	11	15,750
April	10.8249	Х	187	×	8.34	1	16,837
May	9.5285	Х	185	Х	8.34	1	14,707
June	12.8818	Х	147	X	8.34	1	15,832
July	10.3748	X	170	Х	8.34	=	14,709
August	8.9663	х	192	х	8.34	=	14,333
September	9.4298	х	173	X	8.34	=	13,571
October	8.3436	х	244	х	8.34	=	16,981
November	10.2049	х	158	$x_{_}$	8.34	=	13,422
December	12.4988	х	134	х	8.34	=	13,961

- 2. Maximum Month Design Flow and Design (C)BOD Loading
- 2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	×	90	 =	22.68
		×	100	=	25.2
Design (C)BOD, lbs/day	27940	×	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months	Number of times	Number of times	Number of times	Number of times
	of Influent		flow was greater than 100% of	(C)BOD was greater than 90% of design	(C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per e	ach	2	1	3	2
Exceedance:	S	0	0	0	0
Points		0	0	0	0
Total Numb	per of Po	ints			0

0

Sheboygan Wastewater Treatment Plant

5/31/2016 2015 3. Flow Meter 3.1 Was the influent flow meter calibrated in the last year? Enter last calibration date (MM/DD/YYYY) 2015-12-15 Yes O No If No, please explain: 4. Sewer Use Ordinance 4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences? Yes O No If No, please explain: 4.2 Was it necessary to enforce the ordinance? o Yes No If Yes, please explain: 5. Septage Receiving 5.1 Did you have requests to receive septage at your facility? Holding Tanks Septic Tanks **Grease Traps** Yes Yes Yes O No O No o No 5.2 Did you receive septage at your faclity? If yes, indicate volume in gallons. Septic Tanks Yes 205013 gallons O No Holding Tanks Yes 2705783 gallons O No **Grease Traps** 2000 gallons Yes O No 5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes. Plant performance was not affected by receiving the hauled-in waste referenced above. 6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year? o Yes No If yes, describe the situation and your community's response. 6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.? Yes

Last Updated: Reporting For:

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/31/2016

2015

O No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Food processing wastes (cheese, sausage, and whey), landfill leachate, municipal wastewater treatment plant sludge, and coal combustion residual contact water. Industrial grease trap waste and waste from ethanol production were also accepted for discharge directly into the anaerobic digesters. Samples collected from each load discharged. The samples were then analyzed to determine waste load allocations and the strength of the waste.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

No

If Yes, please explain:

Last Updated: Reporting For:

5/31/2016

2015

iffluent Quality and Plant Performance (BOD/CBOD)							
	C)BOD Results ne following me		e effluent values, e	exceedances, a	and points for E	BOD or	T
Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance	
January	25	22.5	3	1	0	0	
February	25	22.5	5	1	0	0	İ
March	25	22.5	3	1	0	0	[]
April	25	22.5	2	1	0	0	
May	25	22.5	2	1	0	0	
June	25	22.5	1	1	0	0	
July	25	22.5	1	1	0	0	
August	25	22.5	1	1	0	0	
September	25	22.5	1	1	0	0	
October	25	22.5	3	1	0	0	
November	25	22.5	2	1	0	0	$\ $
December	25	22.5	2	1	0	0	
		* Eq	uals limit if limit is	<= 10			İl 💮
Months of discharge/yr 12							
	Points per each exceedance with 12 months of discharge 7 3						
	Exceedances 0 0						
Points					0	0	
	per of points					0	
	<u> </u>	discharge inter	mittantly to state	waters the no	into nor month	_	'
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0 1.2 If any violations occurred, what action was taken to regain compliance?							
2.1 Was the ○ Yes • No If No, please							
	3. Treatment Problems 3.1 What problems, if any, were experienced over the last year that threatened treatment? None.						
4.1 At any t	4. Other Monitoring and Limits 4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?						

Sheboygan Wastewater Treatment Plant

Please explain unless not applicable:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

• Yes
• No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

• Yes
• No
• N/A

Last Updated: Reporting For:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

Last Updated:

Reporting For:

5/31/2016 **2015**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Monthly Average Limit (mg/L) 30 30 30	90% of Permit Limit >10 (mg/L) 27 27	Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance	
30 30 30 30	>10 (mg/L)	4				
30 30 30	27		with a Limit		exceedance	
30 30	_		1 1	· ^ 1		
30	27	_	-	0	0	
		7	1	0	0	
20	27	4	1	0	0	
30	27	4	1	0	0	
30	27	3	1	0	0	
30	27	3	1	0	0	
30	27	1	1	0	0	
30	27	1	1	0	0	
30	27	2	1	0	0	
30	27	4	1	0	0	
30	27	2	1	0	0	
30	27	3	1	0	0	
	* Eq	uals limit if limit is	<= 10	_		
scharge/yr			12			
ach exceeda	ance with 12	months of disch	arge:	7	3	
				0	0	
				0	0	
Total Number of Points						
-	30 30 30 30 30 30 charge/yr	30 27 30 27 30 27 30 27 30 27 30 27 * Equation of the exceedance with 12	30 27 1 30 27 2 30 27 4 30 27 4 30 27 3 30 27 3 * Equals limit if limit is charge/yr ach exceedance with 12 months of disch	30 27 1 1 1 30 30 27 2 1 30 27 4 1 1 30 27 4 1 30 27 2 1 30 27 3 1 1 30 27 3 1 1 2 4 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	30 27 1 1 0 0 30 30 27 2 1 0 30 30 27 4 1 0 30 30 27 4 1 0 30 30 27 2 1 0 30 30 27 3 1 0 30 30 27 3 1 0 30 27 3 1 2 30 27 3 1 2 30 27 3 1 0 30 27 3 1 0 30 27 3 1 0 30 27 3 1 0 30 27 3 1 0 30 27 3 1 0 30 27 3 1 2 30 27 3 2 3 1 2 30 27 3 2 3 2 3 2 3 2 3 2 3 2 3 2 3 2 3 2	

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For: 5/31/2016

2015

0

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

·								
Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance				
January	1	0.5	1	0				
February	1	0.9	1	0				
March	1	0.6	1	0				
April	1	0.5	1	0				
May	1	0.5	1	0				
June	1	0.4	1	0				
July	1	0.4	1	0				
August	1	0.4	1	0				
September	1	0.7	1	0				
October	1	0.5	1	0				
November	1	0.6	1	0				
December	1	0.6	1	0				
Months of Dischar	Months of Discharge/yr 12							
Points per each	ge:	10						
Exceedances				0				
Total Number of	Points			0				

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Sheboygan Wastewater Treatment Plant

5/31/2016

Last Updated: Reporting For:

6 **2015**

Biosolids Quality and Management

1. Biosolids Use/Disposal 1.1 How did you use or dispose of your biosolids? (Check all that apply)																
2. Land Application Site 2.1 Last Year's Approved and Active Land Application Sites 2.1.1 How many acres did you have? 9449.60 acres 2.1.2 How many acres did you use? 1178 acres 2.2 If you did not have enough acres for your land application needs, what action was taken?										0						
3. Biosolids Metals Number of biosolids outfalls in your WPDES permit: 3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year. Outfall No. 004 - EQ Dried Sludge Parameter 80% H.Q. Ceiling Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 80% High Ceiling Value Quality Ceiling Value Quality Ceiling Value Quality Ceiling Value Ceiling Cei																
Selenium Zinc	80	2800	100	<1 420		<1 355		<1.02 368		<.979 373	<1.04 448	<.98 386	0	0	0	

Sheboygan Wastewater Treatment Plant

Last Updated:

Reporting For:

5/31/2016

2015

0

Outfall No	o. 00	3 - C	AKE S	SLUD	GE													
Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceilin
Arsenic		41	75														0	0
Cadmium		39	85														0	0
Copper		1500	4300														0	0
Lead		300	840														0	0
Mercury		17	57														0	0
Molybdenum	60		75													0		0
Nickel	336		420													0		0
Selenium	80		100													0		0
Zinc		2800	7500														0	0
Outfall No. 00	02 - LI	QUID	ANAERO	BIC S	LUDG	E										<u> </u>	<u> </u>	
Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceilin
Arsenic		41	75	<14.8		<11.8		<9.88		<12.6		<9.91					0	0
Cadmium		39	85	<7.3		<5.92		<4.93		<6.31		<4.95		<5.32			0	0
Copper		1500	4300	255		224		298		347		382					0	0
Lead		300	840	<14.8		<11.8		<9.88		<12.6		<9.91		<10.7			0	0
Mercury		17	57	<.000	68	<.000	716	<.000	593	<.000	636	.328		<.000	198		0	0
Molybdenum	60		75	<14.8		<11.8		<9.88		<12.6		<9.91		<10.7		0		0
Nickel	336		420	<14.8		<11.8		<9.88		<12.6		<9.91				0		0
Selenium	80		100	<14.8		32.6		<9.88		<12.6		<9.91				0		0
Zinc		2800	7500	357		374		379		378		516		390			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 0 1-2 (10 Points)
- 0 > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
- o Yes
- O No (10 points)
- N/A Did not exceed limits or no HQ limit applies (0 points)
- O N/A Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 0 1 (10 Points)
- 0 > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- O Yes (20 Points)
- No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?
- 4. Pathogen Control (per outfall):
- 4.1 Verify the following information. If any information is incorrect, Contact Us.

Process:

Process Description:

Last Updated: Reporting For: **Sheboygan Wastewater Treatment Plant** 5/31/2016 2015 Outfall Number: 002 Biosolids Class: В Bacteria Type and Limit: Sample Dates: 11/01/2015 - 12/31/2015 Density: 9,200 Sample Concentration Amount: MPN/G TS Requirement Met: Yes Land Applied: Yes Process: Process Description: Outfall Number: 002 Biosolids Class: Α Bacteria Type and Limit: Sample Dates: 11/01/2015 - 12/31/2015 Density: 13 Sample Concentration Amount: MPN/G TS Requirement Met: Yes Land Applied: Yes Process: HTDRY Exceptional quality sludge from the sludge dryer Process Description: Outfall Number: 004 Biosolids Class: В Bacteria Type and Limit: Sample Dates: 01/01/2015 - 02/28/2015 Density: Sample Concentration Amount: CFU/G TS Requirement Met: No No Land Applied: Process: Process Description: Outfall Number: 004 Biosolids Class: В Bacteria Type and Limit: 01/01/2015 - 02/28/2015 Sample Dates: 4,220 Density: CFU/G TS Sample Concentration Amount: Requirement Met: Yes Land Applied: No

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For: 2015 5/31/2016

Outfall Number:	004
Biosolids Class:	В
Bacteria Type and Limit:	F
Sample Dates:	03/01/2015 - 04/30/2015
Density:	2,500
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	
-	
Outfall Number:	004
Biosolids Class:	Α
Bacteria Type and Limit:	F
Sample Dates:	03/01/2015 - 04/30/2015
Density:	948
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	HTDRY
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	В
Bacteria Type and Limit:	F
Sample Dates:	05/01/2015 - 06/30/2015
Density:	3,850
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	F
Sample Dates:	05/01/2015 - 06/30/2015
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	HTDRY
Process Description:	Exceptional quality sludge from the sludge dryer

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For: 5/31/2016 **2015**

	5/31/2016
Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	F
Sample Dates:	07/01/2015 - 08/31/2015
Density:	
Sample Concentration Amount:	MPN/G TS
Requirement Met:	No
Land Applied:	Yes
Process:	HTDRY
Process Description:	Exceptional quality sludge from the sludge dryer
Outfall Number:	004
Biosolids Class:	В
Bacteria Type and Limit:	F
Sample Dates:	07/01/2015 - 08/31/2015
Density:	1,410
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	
Outfall Number:	004
Biosolids Class:	В
Bacteria Type and Limit:	F
Sample Dates:	09/01/2015 - 10/31/2015
Density:	2,140
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	
Outfall Number:	004
Biosolids Class:	Α
Bacteria Type and Limit:	F
Sample Dates:	09/01/2015 - 10/31/2015
Density:	7
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	HTDRY
Process Description:	Exceptional quality sludge from the sludge dryer

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?O Yes (40 Points)

Results (if applicable):

Last Updated: Reporting For: Shebovgan Wastewater Treatment Plant 5/31/2016 2015 No If yes, what action was taken? 0 5. Vector Attraction Reduction (per outfall): 5.1 Verify the following information. If any of the information is incorrect, Contact Us. 002 Outfall Number: 12/31/2015 Method Date: Option Used To Satisfy Requirement: INJ Requirement Met: Yes Land Applied: Yes Limit (if applicable): Results (if applicable): Outfall Number: 004 Method Date: 02/28/2015 Option Used To Satisfy Requirement: INJ Requirement Met: Yes Land Applied: No Limit (if applicable): Results (if applicable): Outfall Number: 004 Method Date: 04/30/2015 Option Used To Satisfy Requirement: INJ Requirement Met: Yes Land Applied: Yes Limit (if applicable): Results (if applicable): Outfall Number: 004 Method Date: 06/30/2015 Option Used To Satisfy Requirement: INJ Yes Requirement Met: Land Applied: Yes Limit (if applicable): Results (if applicable): Outfall Number: 004 Method Date: 08/31/2015 Option Used To Satisfy Requirement: INJ Requirement Met: Yes Land Applied: Yes Limit (if applicable):

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For: 5/31/2016 **2015**

		3/31/2010							
б	utfall Number:	004							
М	ethod Date:	10/31/2015	ļ						
О	Option Used To Satisfy Requirement: INJ								
R	equirement Met:	Yes							
L	and Applied:	Yes							
Li	mit (if applicable):								
R	esults (if applicable):		:	0					
C	2 Was the limit exceeded or the process Yes (40 Points) No If yes, what action was taken?	s criteria not met at the time of land application?		i					
fa fa c	Biosolids Storage 1 How many days of actual, current bioscility have either on-site or off-site? >= 180 days (0 Points) 150 - 179 days (10 Points) 120 - 149 days (20 Points) 190 - 119 days (30 Points) 190 < 90 days (40 Points) 190 N/A (0 Points) 190 N/A (0 Points)	solids storage capacity did your wastewater treatme	nt	o					
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management:									

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/31/2016

2015

Staffing and Preventative Maintenance (All Treatment Plants)

1.1 Was your wastewater treatment plant adequately staffed last year? • Yes • No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? • Yes • No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ○ No (40 points) If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks page and prices of equipment?	
 and other tasks necessary for each piece of equipment? Yes No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? Yes Paper file system Computer system Both paper and computer system No (10 points) 	0
 3. O&M Manual 3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed? Yes No 	
 4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. Excellent Very good Good Fair Poor Describe your rating: 	

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/31/2016

2015

The Sheboygan Regional Wastewater Treatment continues a preventive maintenance plan with thesoftware MA CMMS Program. The facility has a very experienced and qualified maintenance staff.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

0

5/31/2016 2015

Operator Certification and Education

1. Operator-In-Charge		
1.1 Did you have a designated operator-in-charge during the	report year?	
Yes (0 points)		
O No (20 points)		0
Name SHARON R THIESZEN		•
Certification No: 35358		

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub	SubClass Description	WWTP		OIC	
Class		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes		Х		
А3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural		Х		
A5	Anaerobic Treatment Of Liquid				
В	Solids Separation	Х			Х
С	Biological Solids/Sludges	X			X
Р	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			Х
L	Laboratory	X			Х
U	Unique Treatment Systems		Х		
SS	Sanitary Sewage Collection	X	NA	NA	NA

- 2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2015 - 2016; subclass SS is basic level only.)
- Yes (0 points)
- O No (20 points)
- 3. Succession Planning
- 3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?
- ☑ One or more additional certified operators on staff
- ☐ An arrangement with another certified operator
- ☐ An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- ☐ A consultant to serve as your certified operator
- ☐ None of the above (20 points)
- If "None of the above" is selected, please explain:
- 4. Continuing Education Credits
- 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For: 5/31/2016 **2015**

- Averaging 6 or more CECs per year.
- O Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/31/2016

2015

Financial Management

1. Provider of Financial Info					
Name:	Nancy Buss				
Telephone:	9204593304			(XXX) XXX-XXXX	
E-Mail Address					
(optional):	nancy.buss@sheboyganwi.go	<u> </u>			
2. Treatment Works Opera	ting Revenues				┪
2.1 Are User Charges or of treatment plant AND/OR of Yes (0 points) ○ No (40 points)	ther revenues sufficient to cov	er O&M exp	oense:	s for your wastewater	
If No, please explain:					,
]
Year: 2015	harge System or other revenue	e source(s)	last r	eviewed and/or revised?	0
0-2 years ago (0 points3 or more years ago (2)	-				
• N/A (private facility)	o points)				
2.3 Did you have a specia	l account (e.g., CWFP required				
financial resources availab plant and/or collection sys • Yes (0 points)	le for repairing or replacing eq tem?	uipment foi	your	wastewater treatment	
No (40 points)					
	JBLIC MUNICIPAL FACILITIES	SHALL COM	1PLET	E QUESTION 3]	_
3. Equipment Replacement 3.1 When was the Equipm Year: 2015	: Funds eent Replacement Fund last rev	viewed and,	or re	vised?	
• 1-2 years ago (0 points)				
O 3 or more years ago (20	O points)				
O N/A					
If N/A, please explain:		.			1
3.2 Equipment Replaceme	ant Fund Activity				ا ا
•	eported on Last Year's CMA	D	\$	4.755.060.61	
_	essary (e.g. earned interest,	+	₽ \$	4,755,968.61 300,000.00	
	al of excess funds, increase	·	Ψ	300,000.00	
3.2.3 Adjusted January 1s	t Beginning Balance		\$	5,055,968.61	
3.2.4 Additions to Fund (e earned interest, etc.)	e.g. portion of User Fee,	+	\$	0.00	
3.2.5 Subtractions from F replacement, major repairs 3.2.6.1 below*)		-	\$	0.00	
3.2.6 Ending Balance as o Reporting Year	f December 31st for CMAR		\$	5,055,968.61	

Sheboygan Wastewater Treatment Plant

2015 5/31/2016 All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc. 3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above. 3.3 What amount should be in your Replacement Fund? \$ I 2,123,031.00 Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation 0 instructions and an example can be found by clicking the HELP link under Info in the left-side menu. 3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)? Yes O No If No, please explain. 4. Future Planning 4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system? Yes - If Yes, please provide major project information, if not already listed below. No **Project Description** Proiect Estimated Approximate Construction # Cost Year None reported **Financial Management General Comments**

Last Updated: Reporting For:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For: 2015

5/31/2016

Sanitary Sewer Collection Systems

- 1. CMOM Program
- 1.1 Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?
- o Yes
- No
- 1.2 Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance (O&M) or CMOM program last calendar year?
- Yes (Continue with question 1)
- O No (30 points) (Go to question 2)
- 1.3 Check the elements listed below that are included in your O&M or CMOM program.
- **⊠** Goals

Describe the specific goals you have for your collection system:

The Department of Public Works mission is to improve the quality of the life within the City of Sheboygan, by effectively developing, maintaining, and improving infrastructure, natural resources, and community services. the Department's Capacity Management, Operation, and Maintenance CMOM program is designed to contribute to this overall mission though the following goals: Provide adequate sanitary sewer drainage without disruption of service. Provide proper resources for effective system management, operations, and maintenance. Provide adequate capacity to convey average and peak weather flows. Provide proper notification to all parties with a reasonable potential for exposure. Provide proper training and education for personnel.

☑ Organization	
Do you have the following written organizational elements	(check only those that apply)?
☑ Ownership and governing body description	

- ☑ Organizational chart
- Personnel and position descriptions
- ☑ Internal communication procedures
- ☐ Public information and education program
- □ Legal Authority

Do you have the legal author	ority for the following	(check only those that apply	<u>/)?</u>
	Last Revised Date ((MM/DD/YYYY)11/16/2015	

- Last Revised Date (MM/DD/YYYY)|11/16/2015
- ☑ Pretreatment/industrial control Programs
- □ Fat, oil and grease control
- ☑ Illicit discharges (commercial, industrial)
- ☑ Private property clear water (sump pumps, roof or foundation drains, etc.)
- ☐ Private lateral inspections/repairs
- Service and management agreements
- ☑ Maintenance Activities (provide details in question 2)
- □ Design and Performance Provisions

How do you ensure that your sewer system is designed and constructed properly?

- ☑ DNR NR 110 standards
- □ Local municipal code requirements
- ☑ Construction, inspection, and testing
- ☐ Others:

☑ Overflow Emergency Response Plan:

Does your emergency response capability include (check only those that apply)?

☐ Alarm system and routine testing

Emergency equipment Emergency procedures Communications/notifications (DNR, internal, public, media, etc.) Capacity Assurance:	Sheboygan Wastewater Treatment Plant	Last Updated: 5/31/2016	Reporting For: 2015
2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained. Cleaning 63 % of system/year Root removal 3.3 % of system/year Flow monitoring 0.3 % of system/year Smoke testing 0 % of system/year Sewer line televising 4.18 % of system/year Manhole inspections 80 % of system/year Lift station O&M 50 # per L.S./year Manhole rehabilitation 1.3 % of manholes rehabbed Mainline rehabilitation 0.20 % of sewer lines rehabbed	 ☑ Emergency procedures ☑ Communications/notifications (DNR, internal, public, media, etc.) ☑ Capacity Assurance: How well do you know your sewer system? Do you have the following? ☑ Current and up-to-date sewer map ☑ Sewer system plans and specifications ☑ Manhole location map ☑ Lift station pump and wet well capacity information ☑ Lift station O&M manuals Within your sewer system have you identified the following? ☑ Areas with flat sewers ☑ Areas with surcharging ☑ Areas with bottlenecks or constrictions ☑ Areas with excess debris, solids, or grease accumulation ☑ Areas with heavy root growth ☑ Areas with excessive infiltration/inflow (I/I) ☑ Sewers with severe defects that affect flow capacity ☑ Adequacy of capacity for new connections ☑ Lift station capacity and/or pumping problems ☑ Annual Self-Auditing of your O&M/CMOM Program to ensure above cor implemented, evaluated, and re-prioritized as needed ☑ Special Studies Last Year (check only those that apply): ☑ Infiltration/Inflow (I/I) Analysis ☑ Sewer System Evaluation Survey (SSES) ☑ Sewer Evaluation and Capacity Managment Plan (SECAP) ☑ Lift Station Evaluation Report 	nponents are beir	
inspections 0 % of system/year	2.1 Did your sanitary sewer collection system maintenance program inclimater ance activities? Complete all that apply and indicate the amount of the collection of the collect	maintained.	

Sheboygan Wastewater Treatment Plant

		5/31/201	6 2015
	0 % of private service on all comments about your sanitary sewer colleges are dedicated to the sanitary sewer colleges.	ection system belo	ow:
3. Performance Indicat 3.1 Provide the follow 41.92 32 170 5 0 0 17 101 9.684 12.882 54.56 3.2 Performance ratio 0.00 0.00 0.00 0.10 0.59	tors ying collection system and flow information for Total actual amount of precipitation last year Annual average precipitation (for your locatio Miles of sanitary sewer Number of lift stations Number of lift station failures Number of sewer pipe failures Number of basement backup occurrences Number of complaints Average daily flow in MGD (if available) Peak monthly flow in MGD (if available)	the past year. in inches n) (yr) e/yr)	
4. Overflows			
LIST OF SANITARY Date	SEWER (SSO) AND TREATMENT FACILITY (TF	O) OFERFLOWS RE Cause	EPORTED ** Estimated Volume (MG)
	None reported		
** If there were any S on this section until co	SSOs or TFOs that are not listed above, please	contact the DNR a	and stop work
 Yes No If Yes, please descri Infiltration/inflow leadditional pumping basement backups 5.2 Has infiltration/in 	oflow (I/I) significant in your community last	reatment plant resported SSOs, includent	ding

Last Updated: Reporting For:

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/31/2016

2015

O No

If Yes, please describe:

Infiltration/inflow lead to increased flows at the lift stations and treatment plant resulting in additional pumping and grit removal; however, there were no reported SSOs, including basement backups, in 2015.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

The total annual precipitation for 2015 was greater than in 2014 and the annual average.

5.4 What is being done to address infiltration/inflow in your collection system?

Clear Water inspections are no longer required with real estate transactions due to a change in the Wisconsin State law in 2015. The City of Sheboyan revised its Ordinance to require Clear Water Inspections with any residential building permit. As a result of these changes, the number of Clear Water inspections was reduced in 2015.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	Α

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/31/2016

2015

Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	Α	4	3	12
BOD/CBOD	A	4	10	40
TSS	Α	4	5	20
Phosphorus	Α	4	3	12
Biosolids	Α	4	5	20
Staffing/PM	Α	4	1	4
OpCert	A	4	1	4
Financial	Α	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVE	RAGE (GPA) = 4.00			

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

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R. C. No. $\underline{\hspace{1cm}}$ - 16 - 17. By PUBLIC WORKS. June 20, 2016.

Your Committee to whom was referred Res. No. 36-16-17 by Alderperson Belanger authorizing the appropriate City Officials to execute Amendment No. 5 Scope of Work for Aid Agreement between the Wisconsin Department of Natural Resources and the City of Sheboygan in the amount of \$100,000 for the implementation of the Sheboygan River Area of Concern Habitat Restoration Projects; recommends that the Resolution be passed.

(must 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_______, City Clerk Approved_______, Mayor

III

Res. No. 36 - 16 - 17. Alderperson Belanger. June 6, 2016.

A RESOLUTION authorizing the appropriate City Officials to execute Amendment No. 5 Scope of Work for Aid Agreement between the Wisconsin Department of Natural Resources and the City of Sheboygan in the amount of \$100,000 for the implementation of the Sheboygan River Area of Concern Habitat Restoration Projects.

WHEREAS, the Common Council previously approved \$5,157,212 for procurement of construction materials and design services for the design of the Habitat Restoration projects;

WHEREAS, additional funding shall be provided to the City (and the County through the City) for implementation of restoration projects from the Great Lakes Restoration Initiative Grant received by the DNR.

RESOLVED: That the appropriate City Official is hereby authorized to execute Amendment No. 5 Scope of Work for Aid Agreement with the City of Sheboygan and Sheboygan County for Design of Sheboygan River Area of Concern Habitat Restoration Projects substantially similar in the form as set forth in the copy attached.

Put who.

Common Council of the Cit	1770	olution was duly passe onsin, on the	d by the day of
Dated	20	, Ci	ity Clerk
Approved	20 .		, Mayor



R. C. No. $\underline{\hspace{1cm}}$ - 16 - 17. By PUBLIC WORKS. June 20, 2016.

Your Committee to whom was referred Res. No. 35-16-17 by Alderperson Belanger authorizing the Purchasing Agent to enter into contract for the purchase of (1) one compact articulated loader for the Department of Public Works Motor Vehicle Division; recommends that the Resolution be passed.

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Res. No. 35 - 16 - 17. By Alderperson Belanger. June 6, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) compact articulated loader for the Department of Public Works Motor Vehicle Division

WHEREAS: The Sheboygan Dept. of Public Works is in need of a Compact Articulated End Loader to replace an older sidewalk style articulated tractor. The new loader will have much greater functionality than the equipment it is replacing. As an added bonus, this particular loader is able to utilize all of the attachments currently on hand for the Bobcat Toolcats.

WHEREAS: The Purchasing Agent issued a request for bids for a Wacker-Neuson brand WL-32 Loader, which the staff had used on a trial basis and found to be perfect for their application and;

WHEREAS: Following a review of the bids received, the bid submitted by Eis Implement of Two Rivers WI was found to be the lowest responsive bid with the shortest lead time at a cost of \$50,850.00

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Eis Implement Inc. of Two Rivers WI for the purchase of (1) New Wacker Neuson WL-32 compact end loader. The existing Holder brand sidewalk Tractor and accessories will be sold at auction with the proceeds returned to the Motor Vehicle O Fund following receipt of the new unit.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account # 70136100-641200 in payment of same.

Public Works approve

I	HEREBY	CER	TIFY	that	th	e foregoin	g Resolution	on wa	s duly	passed	by	the
Common	Council	of	the	City	of	Sheboygan,	Wisconsin,	on	the		day	of
, 20									•			
Dated _						20				_, City	Cle	erk
Approve	ed					20 .					Ma	yor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to Authorize Purchase of a Wacker Neuson WL-32 Wheel

Loader

REPORT PREPARED BY: Bernard R. Rammer

REPORT DATE: May 25, 2016 MEETING DATE: June 14, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: Budget Summary: 70136100-641200 Motor Vehicle Fund Wisconsin Statutes: N/A Municipal Code: N/A

Budgeted Expenditure:

\$ 50,850.00

Budgeted Revenue:

N/A



BACKGROUND / ANALYSIS:

This resolution authorizes the department to purchase a Wacker Neuson WL-32 Wheel Loader. This piece of equipment is used on a daily basis for parks landscaping and snow removal. It has the capability to use all existing attachements for the BobCat Brand Toolcats.

STAFF COMMENTS:

This unit with much greater versatility will replace our existing Holder Articulated Sidewalk Tractor unit and is no longer functional. The Unit was put to public bidding with the following results:

Bidder	City	NET COST	LEAD TIME A.R.O
Mid-State Equipment	Jackson, WI	\$ 52,564.00	30 Days
Eis Implement	Two Rivers, WI	\$ 50,850.00	14 Days

ACTION REQUESTED:

<u>It is the recommendation of the Department that the Public Works Committee approve this request</u>

ATTACHMENTS:

Res. __-16-17



R. C. No. - 16 - 17. By PUBLIC WORKS. June 20, 2016.

Your Committee to whom was referred Res. No. 34-16-17 by Alderperson Belanger authorizing the Purchasing Agent to enter into contract for the purchase of (1) one-ton 4WD Truck equipped with dump body and snowplow for the Department of Public Works; recommends that the Resolution be passed.

() prest 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____. Approved_______, Mayor

Res. No. 34 - 16 - 17. By Alderperson Belanger. June 6, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) One-ton 4WD Truck equipped with dump body and snowplow for the Department of Public Works.

WHEREAS: The Motor Vehicle Department is in need of replacing One (1) one-ton 4WD truck equipped with dump body and snow plow, and:

WHEREAS: The Purchasing Agent solicited bids for the vehicle and has determined that the low bid meets or exceeds the City's requirements:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of 2016 4WD Dump truck including Stainless Steel Dump Body, Snowplow and license and title fees in the amount of \$44,843.50 from Sheboygan Chevrolet in Sheboygan;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from 70136100-641200 Motor Vehicle Fund in payment thereof.

Public Works

I HEREBY CERTIFY that the Common Council of the City of S., 20	foregoing Resolution was duly heboygan, Wisconsin, on the	-	by the day of
Dated	20	_, City	Clerk
Approved	20		Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: 2016 One-Ton 4WD Dump Truck with Plow

REPORT PREPARED BY: Bernard R. Rammer-Purchasing Agent

REPORT DATE: May 20,2016 MEETING DATE: June 7,2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:

70136100-641200

Wisconsin Statutes:

NA

Budget Summary:

Motor Vehicle

Municipal Code:

NA

Budgeted Expenditure:

\$ 44,843.50 NA

Budgeted Revenue:

BACKGROUND / ANALYSIS:

This vehicle will replace an older vehicle that has exceeded its expected useful lifetime and will be used for hauling materials and plowing snow by the Parks Dept. The specifications include a non-rusting stainless steel dump body.



Bid Results:

Bidder	City	Price	Lead Time
Sheboygan Chevrolet Cadillac	Sheboygan	\$44,843.50	90-120 days
Ewald Chevrolet	Oconomowoc	\$45,098.50	90-120 days

This purchase is included in the Public Works Department's approved request for Capital Improvement funds for 2016 in the amount of \$1,000,000.00

STAFF COMMENTS:

This vehicle is exactly the same as two purchased in 2015 for use by other Departments. This creates fleet standardization and reduces the need for higher repair parts inventories.

The vehicle to be replaced will be sold at auction.

ACTION REQUESTED:

The Department is seeking support of this purchase by the Public Works Committee.

ATTACHMENTS

Res#	16/17



R. C. No. - 16 - 17. By FINANCE. June 20, 2016.

Your Committee to whom was referred Res. No. 31-16-17 by Alderperson Schneider authorizing accepting a grant from the Wisconsin Economic Development Corporation (WEDC) in the amount of \$250,000 from the Community Development Investment (CDI) grant program to be used towards the development incentive payable to Eighth Street Sheboygan Housing Corporation; recommends passing the Resolution accepting \$250,000 from WEDC and act as grantee forwarding funds to Eighth Street Sheboygan Housing Corporation escrow disbursement account per Amended and Restated First Amendment to Development Agreement.

(orient 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____. Approved _______, Mayor

Res. No. 31 - 16 - 17. By Alderperson Schneider. June 6, 2016.

A RESOLUTION authorizing accepting a grant from the Wisconsin Economic Development Corporation (WEDC) in the amount of \$250,000 from the Community Development Investment (CDI) grant program to be used towards the development incentive payable to Eighth Street Sheboygan Housing Corporation.

WHEREAS, City Development Staff applied for this grant in November 2015 and were notified by WEDC on June 1, 2016 that the grant has been awarded in the amount of \$250,000.

THEREFORE, BE IT RESOLVED: That City staff is requesting the Common Council to accept this grant and apply it to the development incentive previously agreed to be provided to the Eighth Street Sheboygan Housing Corporation for the purpose of building new market rate apartments on the former Boston Store property.

That the Mayor and City Clerk are authorized to sign all documents necessary to executing a grant agreement with WEDC prior to June 30, 2016.

Inacce arepting to partity the designate of the forward of the for

		City	of		g Resolutio Wisconsin,			by the day of
Dated _				20		 	City	Clerk
Approve	ed			20				Mayor

June 1, 2016

Michael Vandersteen Mayor City of Sheboygan 828 Center Avenue Sheboygan, WI 53081

Dear Mayor Vandersteen:

I am pleased to inform you the City of Sheboygan has been awarded a Community Development Investment Grant (CDI) of Two Hundred and Fifty Thousand Dollars (\$250,000) to help finance the redevelopment of the former Boston Store space in the heart of downtown Sheboygan. The redevelopment includes construction of a multiuse building and the creation of greenspace for outdoor concerts and other arts/culture venues. Specifically, the CDI grant funds will be used to assist in the construction of a building with 80 market rate apartment units and 4,500 sq. ft. of retail space on the ground level.

We will be contacting you very soon to develop a contract and discuss expectations and reimbursement procedures. Please note a contract for this award should be executed by June 30, 2016.

This award has the following contingencies that must be met prior to the first grant disbursement: Receipt of a bank loan commitment of at least \$2,157,674.

Please contact Naletta Burr at 608-210-6830 or naletta.burr@wedc.org if you have any questions regarding the CDI grant award. This letter is not a contract but is a commitment to work with you toward one that includes all the final terms of agreement.

As this is a collaborative project between WEDC and the City of Sheboygan, public announcements about the Project must be coordinated before being released. Contacts regarding such announcements should be directed to Lauren Foley, Public Relations Manager, at 608-210-6834.

Congratulations.

Sincerely,

Márk R. Hogan Secretary/CEO

cc: Naletta Burr, WEDC Project Lead

Chad Pelishek, Director of Planning & Development, Sheboygan

Nancy Buss, Finance Director, Sheboygan



GRANT INFORMATION FORM								
Department City Development DATE 6/1/16								
Wisconsin Economic Development Corporation Grantor Agency								
Federal State Other								
Grant Name Community Development Investment Grant								
Grant Number Grant Amount \$ 250,000 Matching Funds \$ 2,157,674								
Program & Number Federal CFDA #								
TID 16 Development Incentive Matching Funds available in account number								
Purpose of the Grant								
Funds will be used to assist in the construction of a building at								
former Boston Store property to house 80 market rate apartments								
and 4,500 sq. ft. of retail space on the ground level.								
Person preparing grant proposal Chacl PeliShek (Signature)								
Person preparing grant proposal Chacl PeliShek (Signature) Department Head approving grant proposal Chacl PeliShek (Signature)								
Council Document Number approving grant submission Please Attach								

.



R. C. No. -16 - 17. By FINANCE. June 20, 2016.

Your Committee to whom was referred Res. 39-16-17 by Alderperson Belanger (DIRECT REFERRAL) authorizing the appropriate City Officials to execute an Amendment No. 1 to the contract between the City of Sheboygan, State of Wisconsin Department of Transportation, and McMahon & Associates (consultant) in the amount of \$6,306.76 for the North Avenue Reconstruction Project from Calumet Drive to North 15 Street Project I.D. 4996-01-78 Account number 47533140-631200; 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 .

Res. No. 39 - 16 - 17. **DIRECT REFERRAL**. By Alderperson Belanger. June 14, 2016.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment No. 1 to the contract between the City of Sheboygan, State of Wisconsin Dept. of Transportation, and McMahon & Associates (consultant)in the amount of \$6,306.76 for the North Avenue Reconstruction Project from Calumet Drive to North 15 Street Project I.D. 4996-01-78. Account Number 47533140-631200.

RESOLVED: That the appropriate City Officials to execute an Amendment No. 1 to the contract between the City of Sheboygan, State of Wisconsin Dept. of Transportation, and McMahon (consultant)in the amount of \$6,306.76 for the North Avenue Reconstruction Project from Calumet Drive to North 15 Street Project I.D. 4996-01-78. Account Number 47533140-631200.

Puly Who.

		City	the foregot Sheboyg 20	_			y the day of
Dated _			20	· -	 	 City	Clerk
Approved	d		20				Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRAL Contract Amendment No. 1 for the North Avenue Design Contract. This contract is a three party agreement between the WIS DOT, City of Sheboygan and McMahon & Associates (consultant).

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: June 9, 2016 MEETING DATE: June, 14, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:

47533140-631200

Wisconsin Statutes:

N/A

Budget Summary:

\$6,306.76 Capital Improvements

Municipal Code:

N/A

Budgeted Expenditure:

See Attachments

Budgeted Revenue:

N/A

BACKGROUND / ANALYSIS:

The Amendment No. 1 proposal is for completing a Historic Reconnaissance Study in relation to this project. This document authorizes the appropriate City Officials to execute an Amendment No. 1 to the contract between the City of Sheboygan, State of Wisconsin Dept. of Transportation, and McMahon & Associates in the amount of \$6,306.76 for the North Avenue Reconstruction Project from Calumet Drive to N. 15th Street. Project I.D. 4996-01-78.

The original contract is for \$252,724.19 of which the Federal share is \$202,179.45 and the City of Sheboygan's share is \$50,544.74.

STAFF COMMENTS:

Staff recommends approval of the Contract Amendment No. 1.

ACTION REQUESTED:

The Public Works Committee and the Common Council are requested to approve the amendment of the contract.

ATTACHMENTS:

- I. Res. 10-15-16
- II. Copy of Amendment No. 1



R. C. No. -16 - 17. By FINANCE. June 20, 2016.

Your Committee to whom was referred Res. No. 29-16-17 by Alderperson Schneider authorizing accepting a grant from the Fund for Lake Michigan in the amount of \$25,500 to be used for Adopt a Beach and Adopt a Coastal Habitat education; recommends that the Resolution be passed accepting \$25,500 from the Fund for Lake Michigan to be used for Lake Michigan education.

Consent

		-		
		_		Committee
I HEREBY CERTIFY tha and adopted by the Common day of	Council of	the City	_	
Dated	20	_*		, City Clerk
Approved	20			, Mayor

Res. No. 39 - 16 - 17. By Alderperson Schneider. June 6, 2016.

A RESOLUTION authorizing accepting a grant from the Fund for Lake Michigan in the amount of \$25,500 to be used for Adopt a Beach and Adopt a Coastal Habitat education.

WHEREAS: The City Development Staff applied for this grant in March 2016 and were notified that we are being awarded \$25,500. The City will be partnering with the Sheboygan Area School District, SEAS, Camp Y-Koda and the Alliance for the Great Lakes is developing a program to get $3^{\rm rd}$ and $4^{\rm th}$ graders and $9^{\rm th}$ and $10^{\rm th}$ graders to the lakefront to participate in these programs. This is part of the education component tied to the Proposed National Marine Sanctuary.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary to executing a grant agreement with the Fund for Lake Michigan.

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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

Pelishek, Chad

From:

Vicki Elkin <vicki@fundforlakemichigan.org>

Sent:

Friday, May 27, 2016 10:32 AM

To:

Mayor Vandersteen Pelishek. Chad

Cc: Subject:

Grant from the Fund for Lake Michigan

Dear Mayor Vandersteen,

It is my pleasure to let you know that the trustees of the Fund for Lake Michigan have approved a grant of \$25,500 to the City of Sheboygan to support your Adopt-a-Beach and Adopt-a-Habitat programs. We will send out a more official grant award letter and draft grant agreement in the next two weeks.

We are all very excited to support this project and the city's larger efforts to restore the lakefront. Thanks for the great work that you do!

I'll be back in touch soon.

Best wishes,

Vicki

Vicki Elkin

Executive Director, Fund for Lake Michigan

Global Water Center
247 W. Freshwater Way, Suite 537
Milwaukee, WI 53204
Ph: 414-418-5008
vicki@fundforlakemichigan.org
www.fundforlakemichigan.org

Follow us on Twitter @FundforLakeMI

GRANT INFORMATION FORM							
Department	City Development	6/3/16					
Grantor Agend	Fund for Lake						
	Federal Stat	e Other					
Grant Name	Fund for Lake	Michigan					
Grant Number	Grant Amo	unt \$ 25,500 Matching Funds \$ 7,000					
Program & Nu	mber	Federal CFDA #					
Matching Fund	ds available in account number						
Purpose of the	Grant						
To allow	middle and high s	chool students the opportunity to					
particip	ate in lakefront edu	cation. The match for this grant					
includes	an in-kind use of the	ne Deland and King Park shelters					
for the education events.							
Person prepari	ng grant proposal	Nancy Maring (Signature)					
	ead approving grant proposal	Vancy Maning (Signature) Challelishel (Signature)					
· · · · · · · · · · · · · · · · · · ·	ent Number approving grant sub						

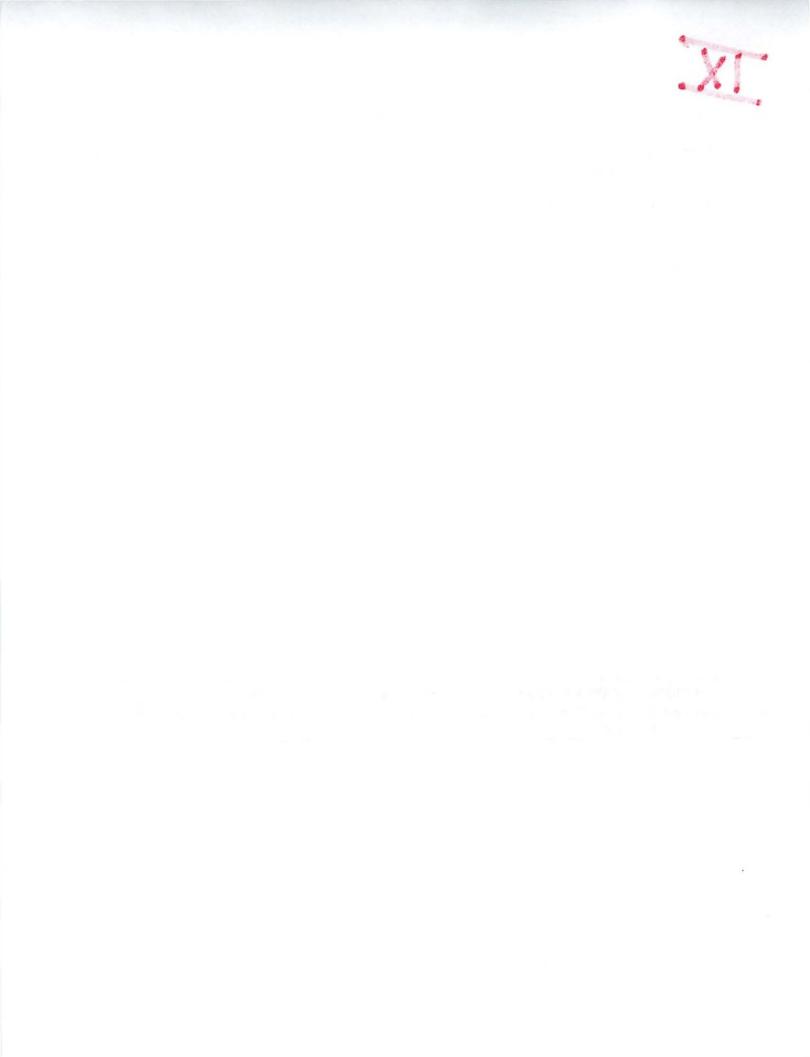


R. C. No. - 16 - 17. By SALARIES AND GRIEVANCES. June 20, 2016.

Your Committee to whom was referred Gen. Ord. No. 8-16-17 by Alderperson Donohue amending Section 82-33 of the Municipal Code so as to delete the positions in the Assessor's Department for the City of Sheboygan; recommends that the Ordinance be passed.

Consert

		3			
				Comm	nittee
I HEREBY CERTIFY that and adopted by the Common day of	Council of	the City of	_		
Dated	20			, City	Clerk
Approved	20				Mayor



T

Gen. Ord. No. $\frac{8}{2}$ - 16 - 17. By Alderperson Donohue. June 6, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to delete the positions in the Assessor's Department for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 1 Assessor's Department as follows:

1. ASSESSOR'S DEPARTMENT

DELETE:

	Class Grade	NO. of Employees
City Assessor	11	1
Deputy City Assessor	11	0
Property Appraiser II	9	1
Property Appraiser II	8	1
Assessment Technician	6	1
City Assessor Extra Help	mkt	

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.

hylumu llorole

Jal & Grand. approve

		of the	E Sheboy	Ordinance Visconsin,				the of
Dated_			 20	 		, Cit	y Cl	erk
Approve	ed		20				, Ma	yor



Your Committee to whom was referred Res. No. 32-16-17 by Alderperson Lessard authorizing application for the 2016 Justice Assistance Grant Program Award and entering into a Memorandum of Understanding with Sheboygan County; recommends that the Resolution be passed.

consent.

				Committee
I HEREBY CERTIFY t and adopted by the Commo day of	on Council o	f the City	of Sheboygan	was duly accepted, Wisconsin, on the
Dated	20	_•		, City Clerk
Approved	20	_•		, Mayor



Res. No. 32 - 16 - 17. By Alderperson kessard. June 6, 2016.

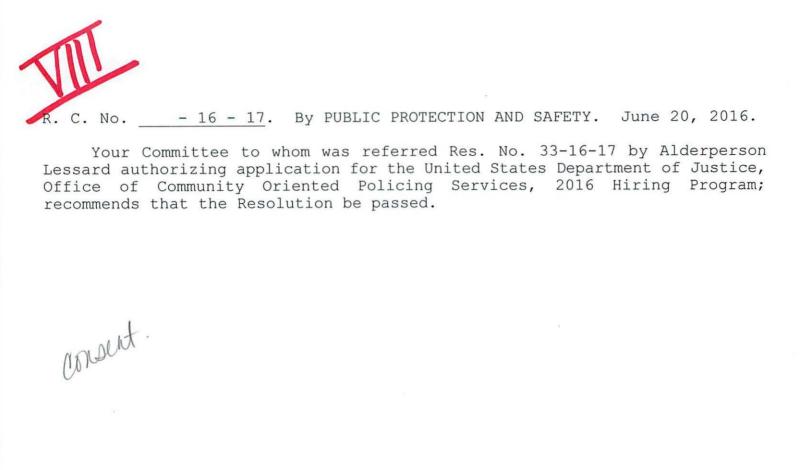
A RESOLUTION authorizing application for the 2016 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$16,667 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$16,677, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2016 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.



		-		Comm	ittee
I HEREBY CERTIFY t and adopted by the Commo day of	on Council of	the City of	Delit 12 1 Martin and Property Martin	Action in the second of the se	
Dated	20			, City	Clerk
Approved	20				Mayor

III

Res. No. 33 - 16 - 17. By Alderperson Lessard. June 6, 2016.

A RESOLUTION authorizing application for the United States Department of Justice, Office of Community Oriented Policing Services, 2016 COPS Hiring Program.

WHEREAS, the Office of Community Oriented Policing Services has announced that they were recently authorized to open the 2016 COPS Hiring Program and will award up to 137 million dollars to advance public safety through community policing by addressing the full-time sworn officer needs of state, local, and tribal law enforcement agencies nationwide. The COPS Hiring Program provides funds directly to law enforcement agencies to hire new law enforcement officers to increase their community policing capacity and crime prevention efforts, and

WHEREAS, in order to obtain the grant it is necessary for the Chief of Police to submit an application before June 23, 2016; and

WHEREAS, the 2016 COPS Hiring Program will provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36 month grant period, with a 25 percent local match and requires that the positions awarded be retained for a minimum of 12 months.

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to submit all the information necessary for the grant application, sign all documents and the administration thereof.

PPES

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the n Council of the City of Sheboygan, Wisconsin, on the day of

					, Wisconsin,			day	
Dated _			*	20	9-	 	City	Cle	erk
Approve	ed			20				May	yor

R. C. No. ______ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. June 20, 2016.

Your Committee to whom was referred Gen. Ord. No. 6-16-17 by Alderperson Lessard amending Section 2-428 of the City of Sheboygan Municipal Code, so as to permit certain county officers to serve on the Emergency Planning and Preparedness Committee; recommends that the Ordinance be passed.



Gen. Ord. No. 6 - 16 - 17. By Alderperson hessard. June 6, 2016.

AN ORDINANCE amending Section 2-428 of the City of Sheboygan Municipal Code, so as to permit certain county officers to serve on the Emergency Planning and Preparedness Committee.

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

Section 1. Section 2-428 of the Sheboygan Municipal Code, entitled "Residency requirement," is amended in subsection (b) thereof, so as to create subsection (7) as follows:

"Sec. 2-428. Residency requirement.

. . .

(b) Notwithstanding subsection (a), the residency requirement shall not apply:

. . .

- (7) To members of the Emergency Planning and Preparedness Committee who serve as:
 - a. the Sheboygan County Emergency Government Director; or
 - b. Health Officer for the Sheboygan County Division of Health."

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.

Pass



R. O. No. - 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.

Consent

Director of Planning and Development

Other matters

9.2

Gen. Ord. No. $\frac{5}{100}$ - $\frac{16-17}{100}$. 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

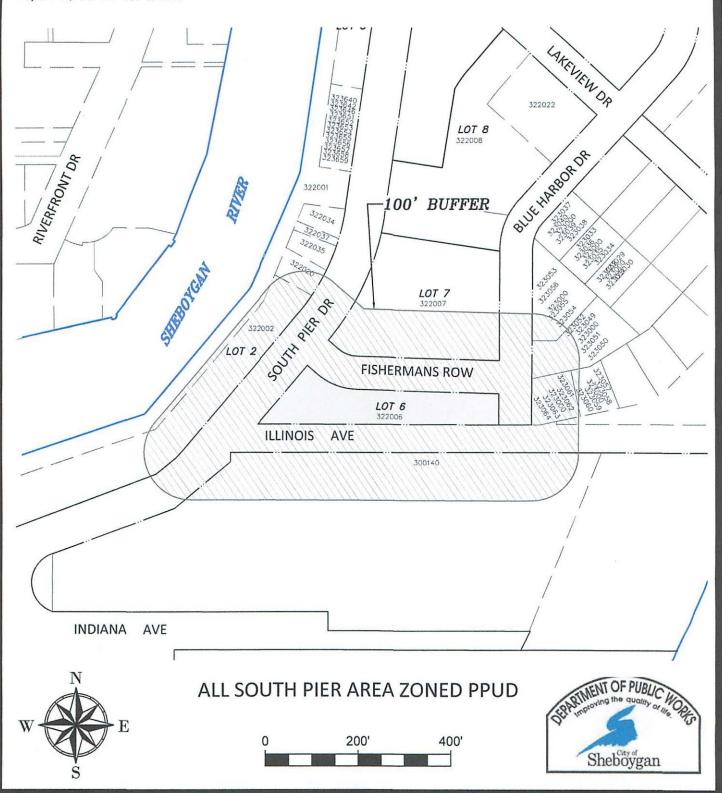
COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE SOUTH R/W LINE OF SOUTH PIER DRIVE WITH THE WEST R/W LINE OF BLUE HARBOR DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 11°53'59" E ALONG SAID WEST R/W LINE 100.74', THENCE S 76°17'28" W 196.58', THENCE SOUTHWESTERLY 68.98' ALONG A NONTANGENT 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.

Holymu / Vouseur

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

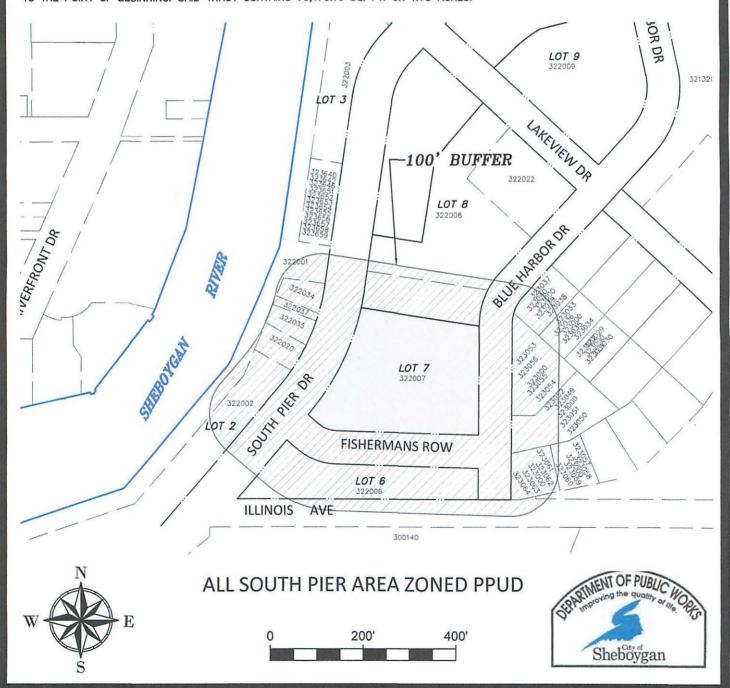
LOT 6 OF THE SOUTH PIER PLAT, LOCATED IN THE NE 1/4 OF THE NORTHWEST \$\frac{1}{4}\$ AND THE NW \$\frac{1}{4}\$ OF THE NORTHEAST 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID LOT 6 CONTAINS 37,974 SQ. FT. OR 0.87 ACRES.



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 8818'23" 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.

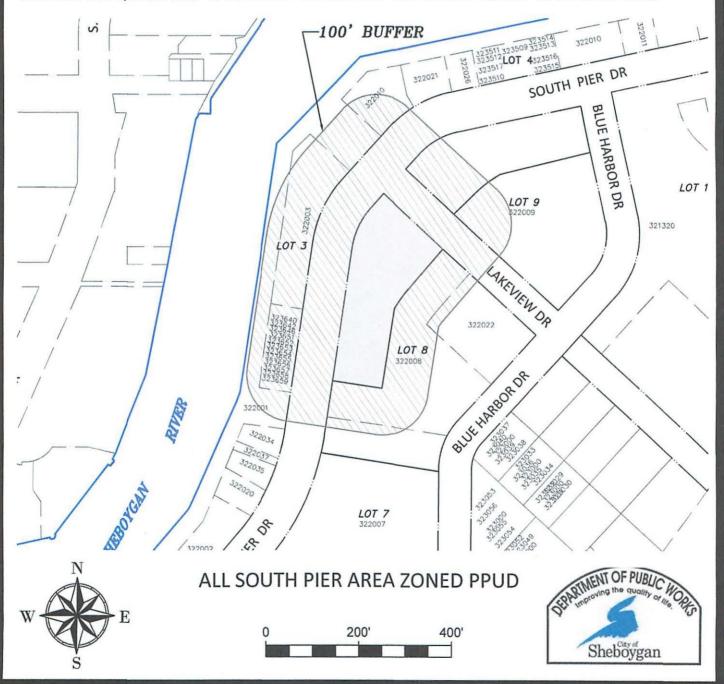


PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016

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 1 OF THE SOUTHEAST 1 OF SECTION 23 AND THE NORTHWEST \$ OF THE NORTHEAST \$ OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

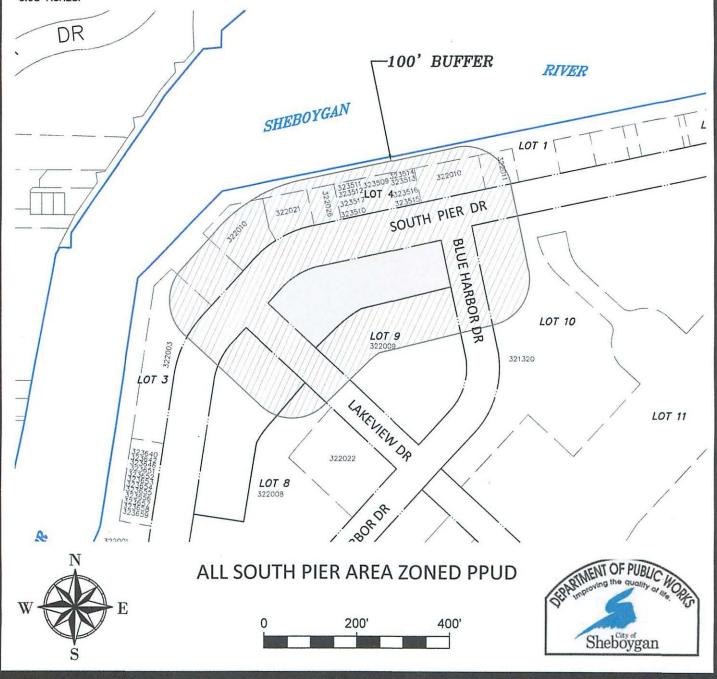
COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF SOUTH PIER DRIVE WITH THE SOUTHWEST R/W LINE OF LAKEVIEW DRIVE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE S 47'23'48" E ALONG SAID SOUTHWEST R/W LINE 172.64', THENCE 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 0913'43" 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.

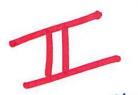


PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 SECTION 23, T. 15 N., R. 23 E.

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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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

City Clerk

OFFICE USE ONLY
APPLICATION NO.:
RECEIPT NO.: 160919
FILING FEE: \$200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN **APPLICATION FOR** AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903) Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: 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.

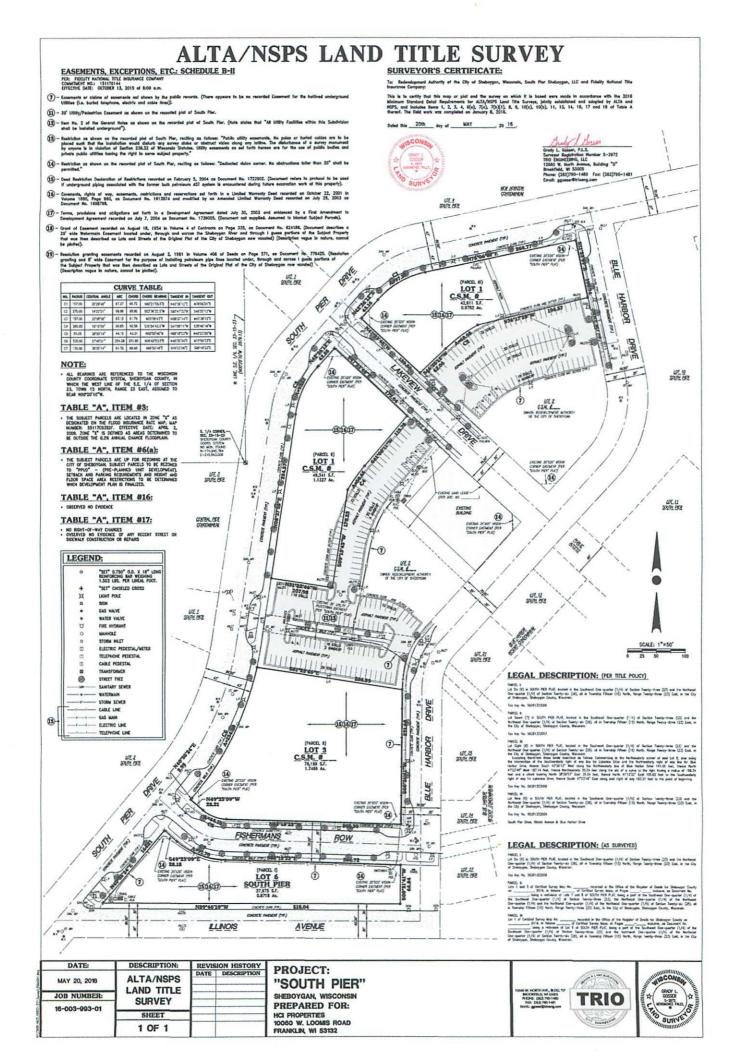
APPLICANT'S SIGNATURE

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

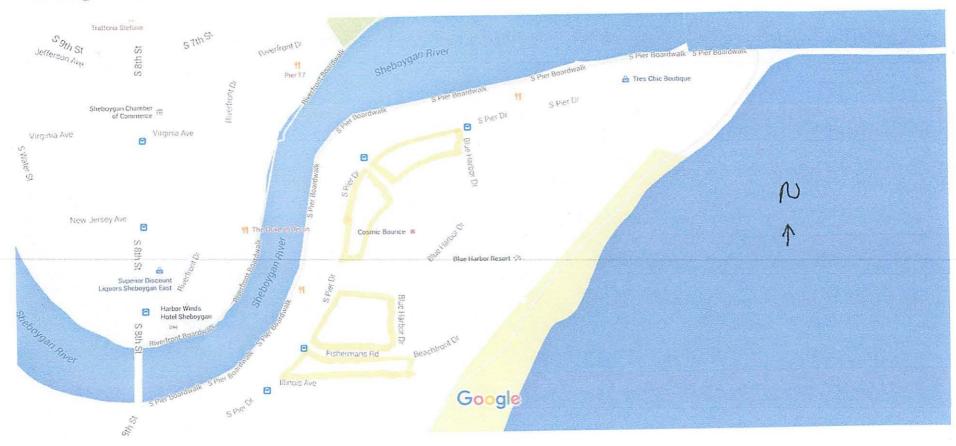
A copy of the current zoning map of the subject property and vicinity showing:

- 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.





South Pier Apartments Area Map



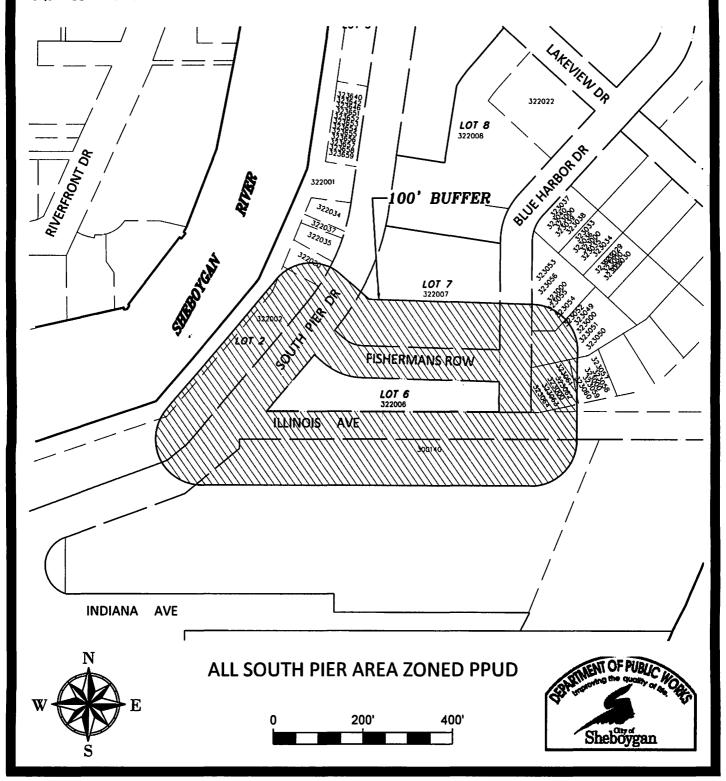
Map data ©2016 Google 200 ft

Google Maps

6

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

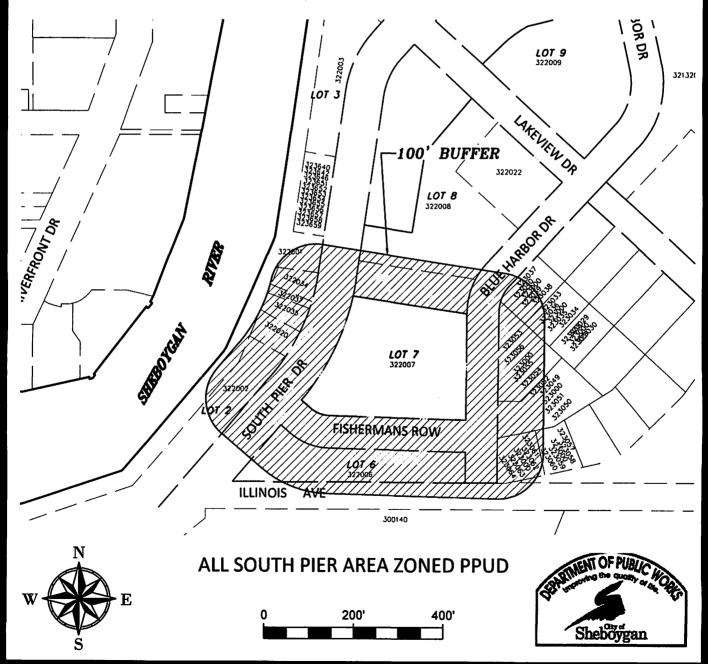
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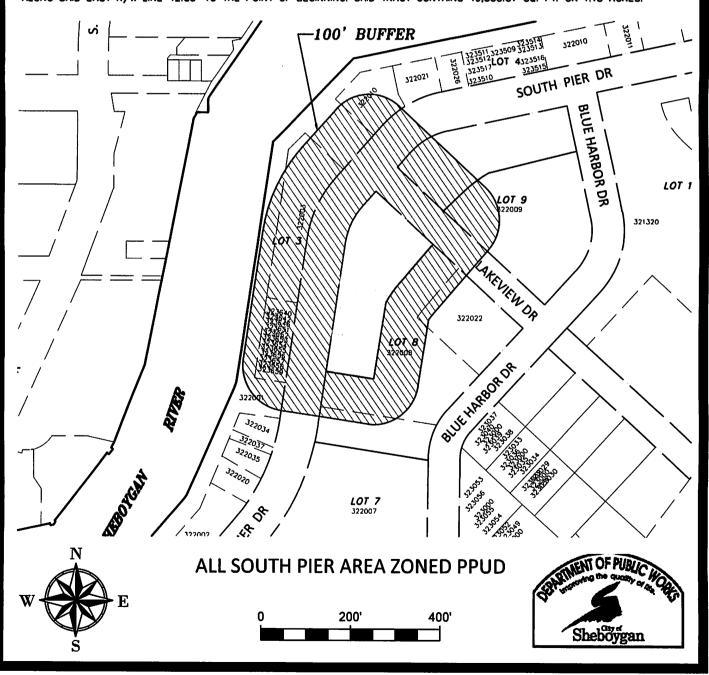
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PROPOSED ZONING CHANGE FROM PPUD TO SOUTH PIER SHEBOYGAN PUD 2016 PART OF SECTIONS 23 & 26, T. 15 N., R. 23 E.

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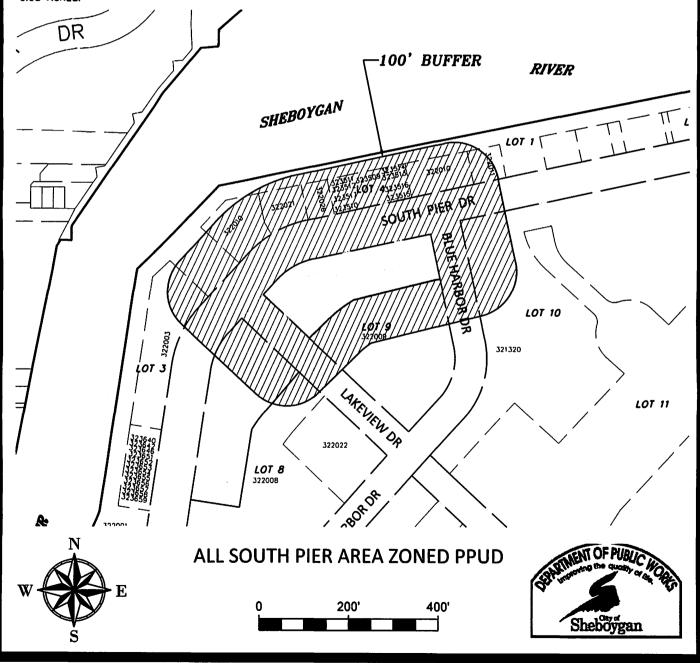
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City Of Sheboygan City Clerk's Office

* 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

Fee Description Fee
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

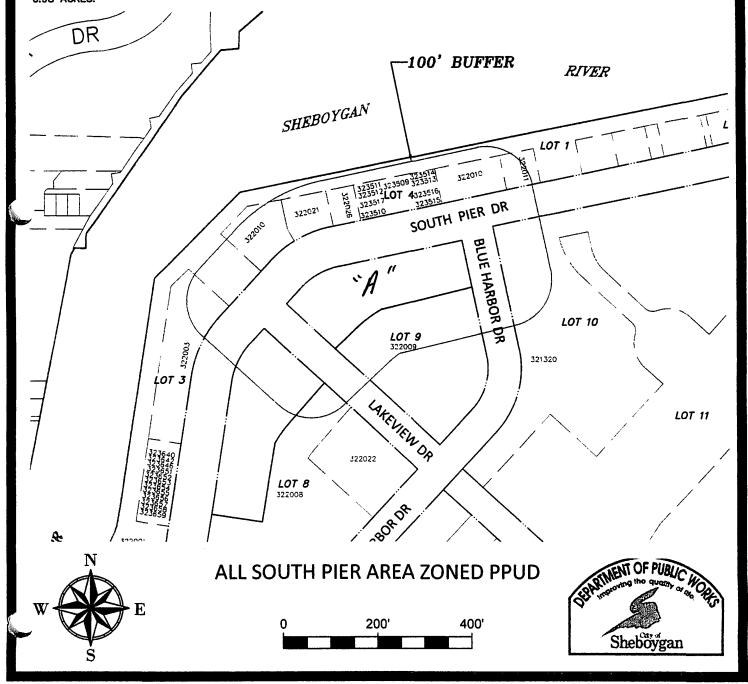
East – Blue Harbor Resort, future space port, parking lots

West – Restaurants, boutique shopping, recreational retail and vacant land

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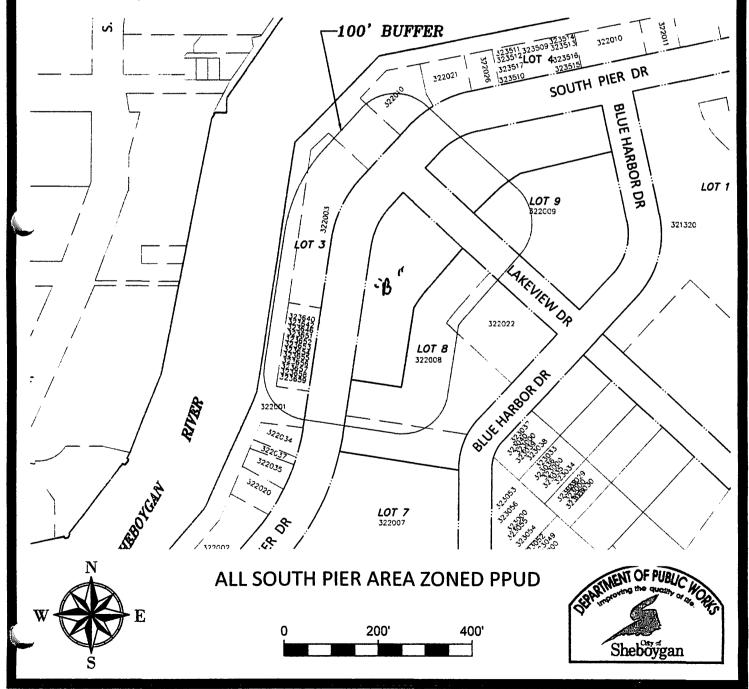
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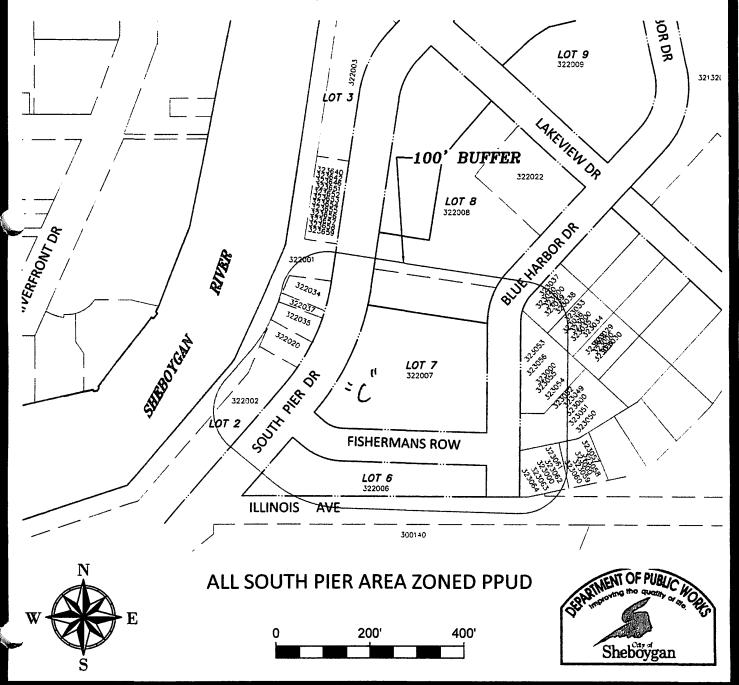
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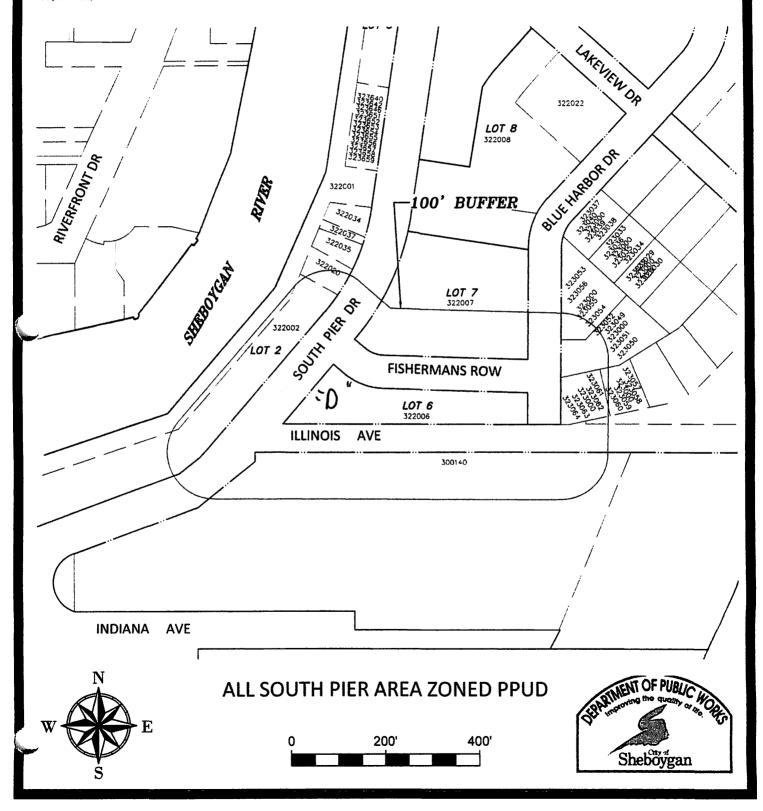
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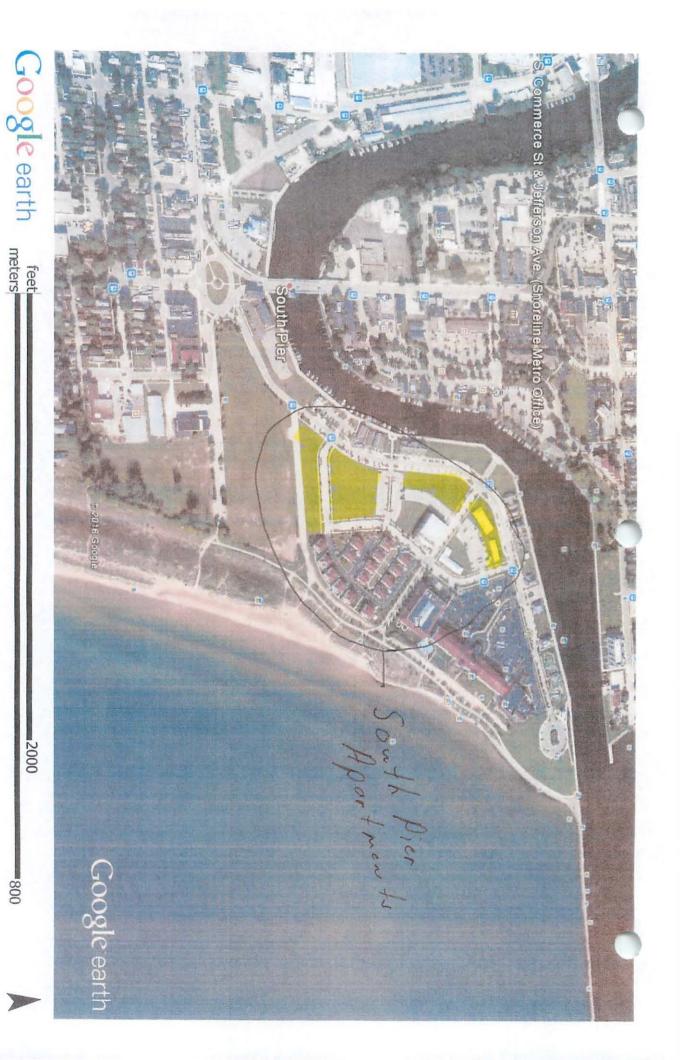
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0



Nearby Property Owners:

DIRECTION	TAX ID	ADDRESS	OWNER
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	BKKC, LLC
WEST	59281323651	650 SOUTH PIER DRIVE	BKKC, 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 ALTMEYER
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 DEVELOMENT
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 DEVELOMENT 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

			DAVID ROBERT & DEANNE MARIE LESLIE
EAST	59281323041	825 BEACHFRONT DRIVE	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 BEACHFRRONT 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
		· · · · · · · · · ·	

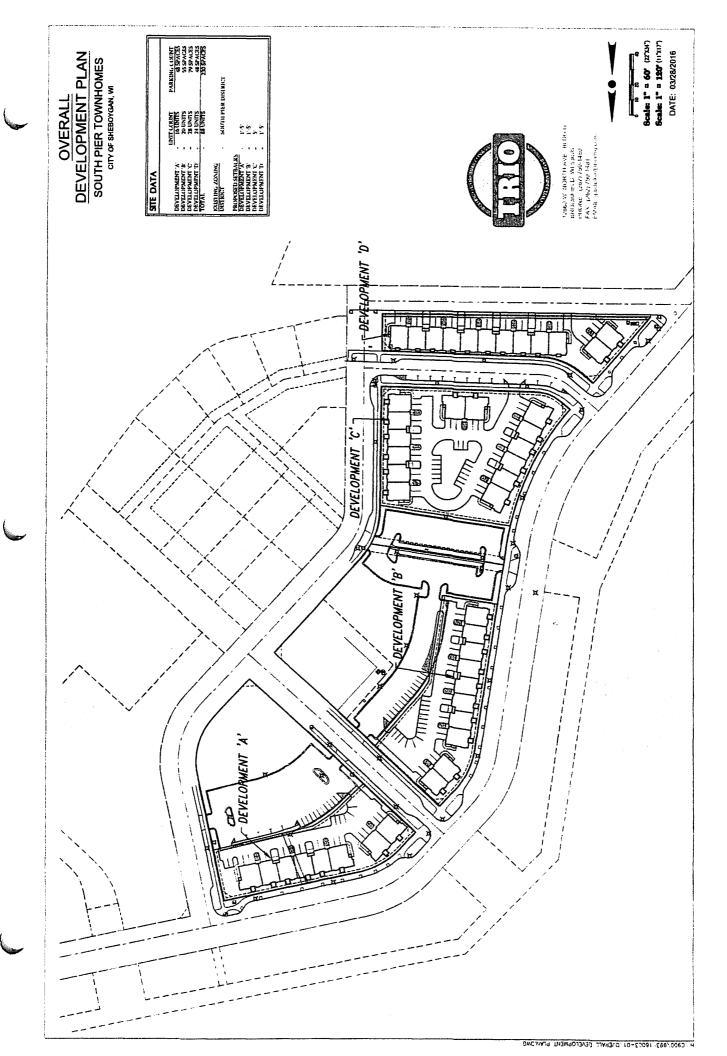
Development Concept:

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.

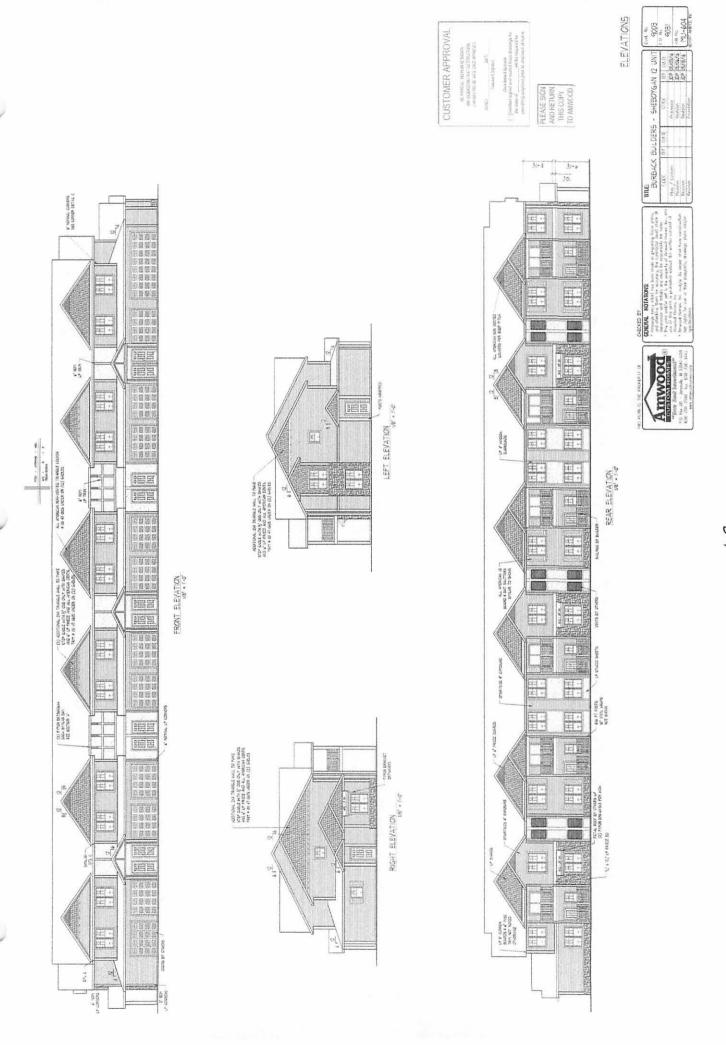
Why PUD:

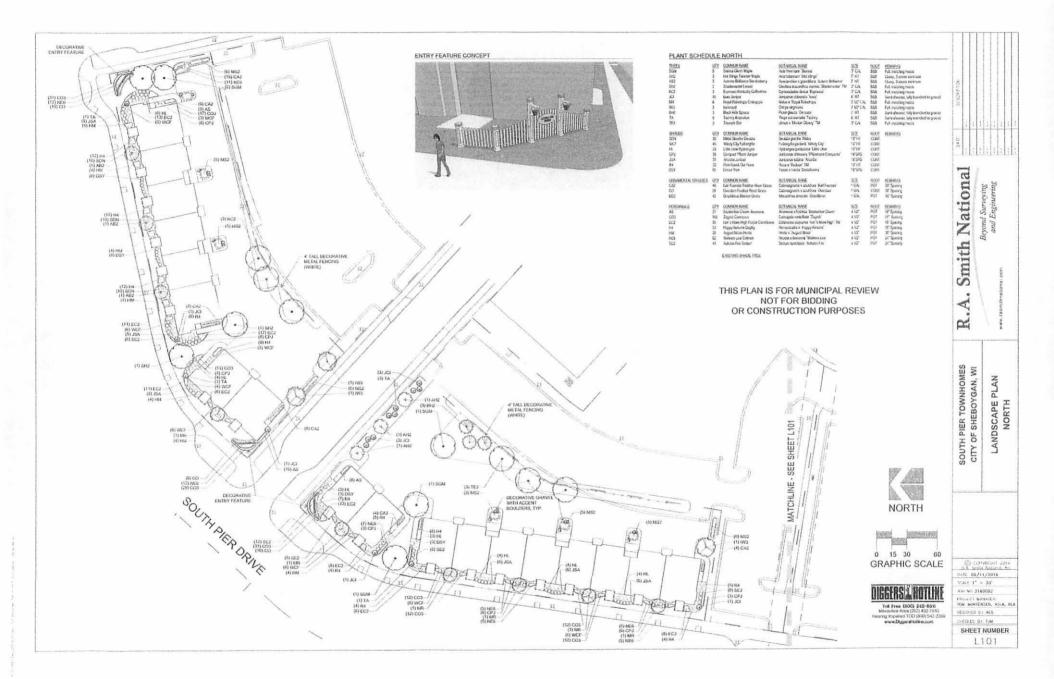
The site is currently zoned as a Pre-Planned Unit Development (PPUD) District, which means this site is unique to the city and will require special attention to land use and aesthetic design.

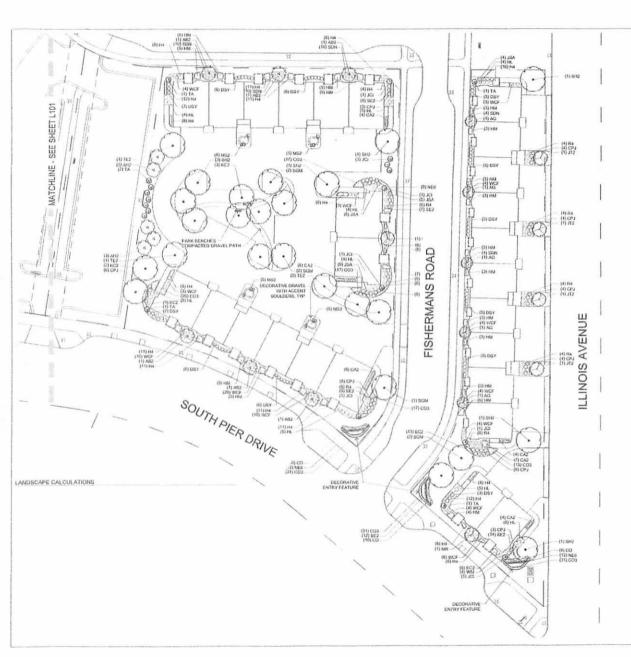
The South Pier Apartments PUD 2016 will allow the design flexibility to create a new high quality residential complex and maintain a pedestrian friendly / side walk / lifestyle environment



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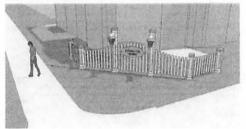
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0	25	Granden Feather Reed Grand	Colonograda y austicea Coerdan	TGAL	CONT.	30" Spaces
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N.	67	August Moon House	Hosin's August Moon.	4 1/2"	POT	30" Sporing
124	40	Wighors Low Calmire.	Notice a Science Winkers Love	4 1/2"	POT	24° Surces
982	53	Automot Pay Section	Selich specially Acianis Fre	4 150	POT	24" Spining

EXISTING SHADE THEE

Note: Level trust be a permiser quality seed rise. All that details and appointment to be regulard in comprising documents

ENTRY FEATURE CONCEPT



THIS PLAN IS FOR MUNICIPAL REVIEW NOT FOR BIDDING
OR CONSTRUCTION PURPOSES









(C) COPYRIGHT 2016 N.A. Smills Malleret, by DATE: 65/11/2016 SCALE 1" = 30"

Smith National

R.A.

SOUTH PIER TOWNHOMES CITY OF SHEBOYGAN, WI

LANDSCAPE PLAN SOUTH

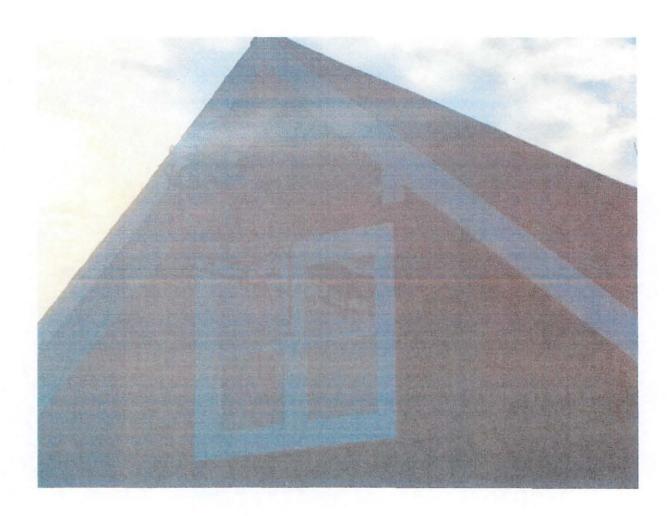
AN NO 3160092 PROJECT MANAGERS TON MORTENGEN, ASIA, RE DESIGNED SIT ALS

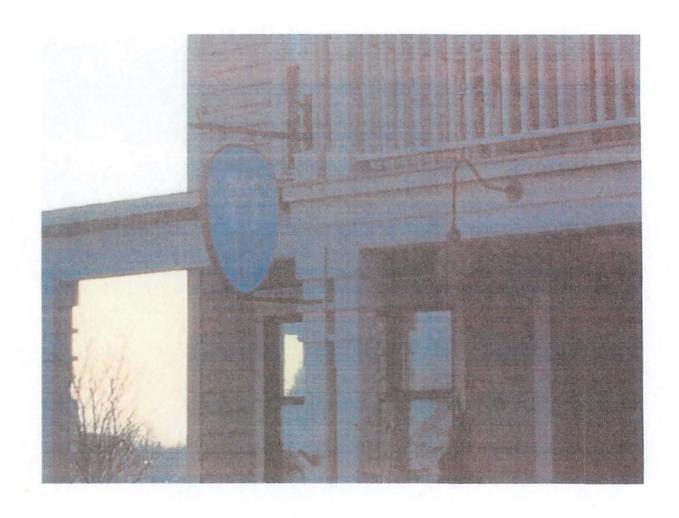
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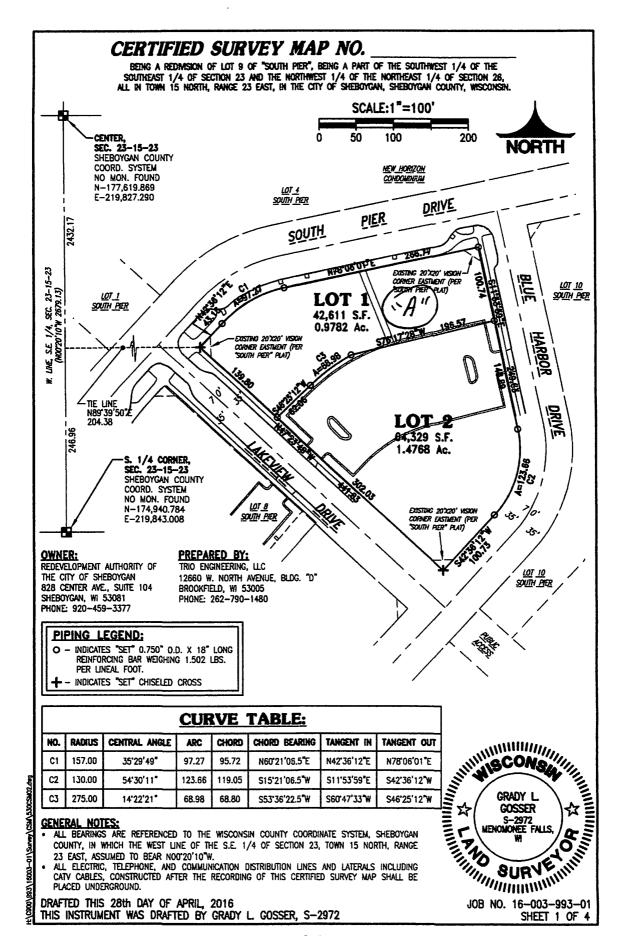
General Signage Plan:

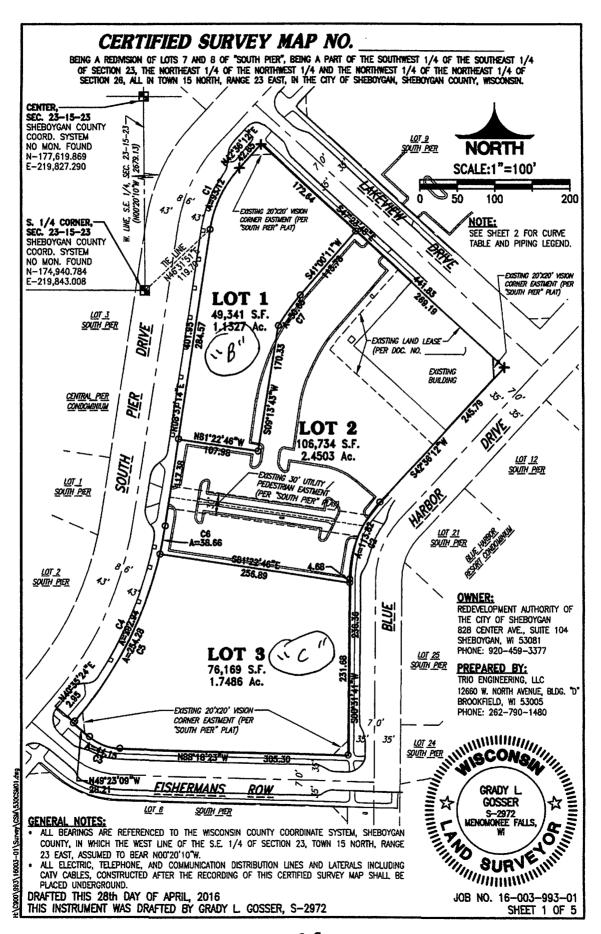
Project signage will be accomplished in two distinct ways.

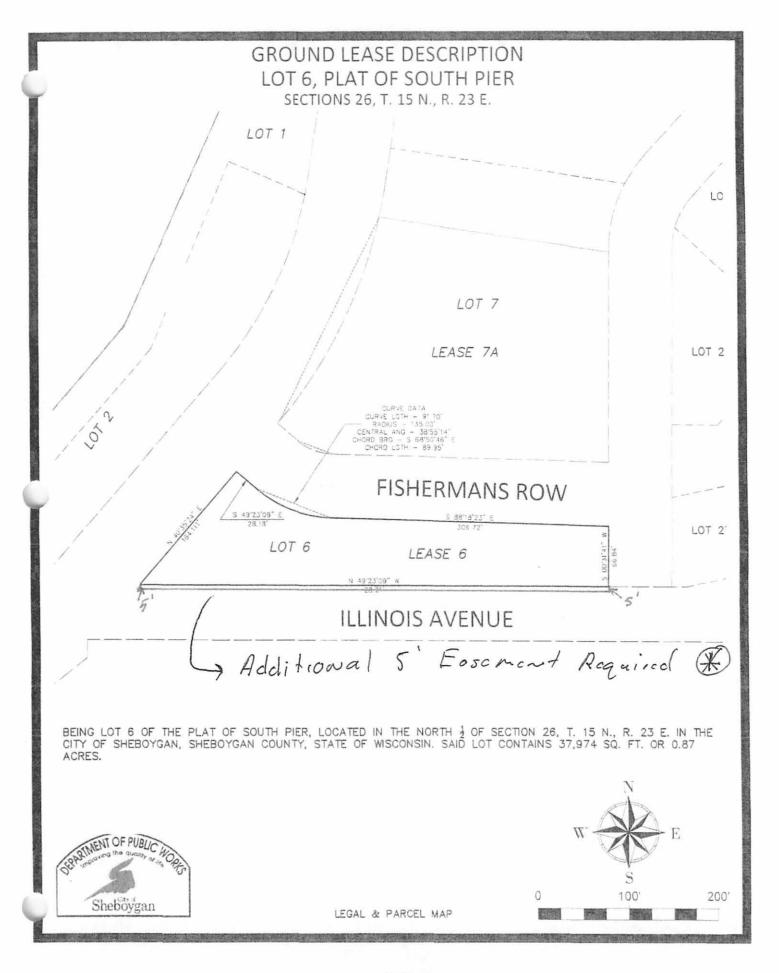
- Signage will be incorporated into the landscape plans as identified on pages 13-14 as Entry Feature Concept. A total of 5 such entry features will installed at the property as identified on the landscape plans.
- 2. Each building will have a decorative "hanging" signs at strategic locations around 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.











Project Data:

NUMBER	TYPE		FOOTAGE	Total Footage	UNIT RENT	COST / SQ.
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 2 Bed / 2 Bath / Den / Lower / 2 Car Garage - End Cap - 4	1F	1,130	4,520	1,450	1.28
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:

Development "A"		·
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%
Development "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%
Development "C"		
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%
Development "D"		
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%
Overall Development		
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.

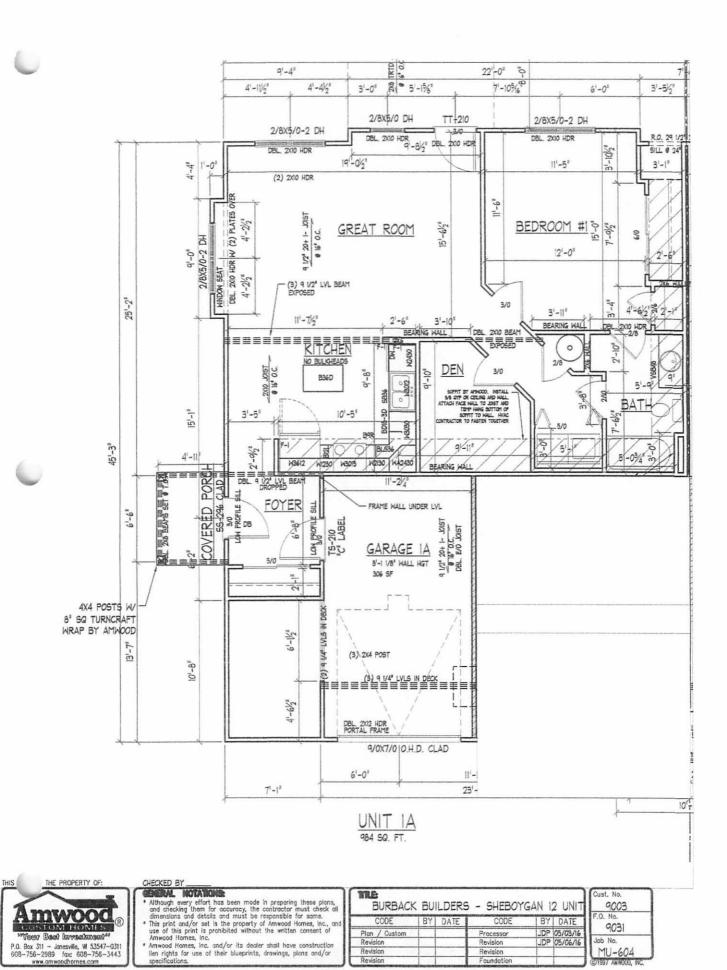


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Properties



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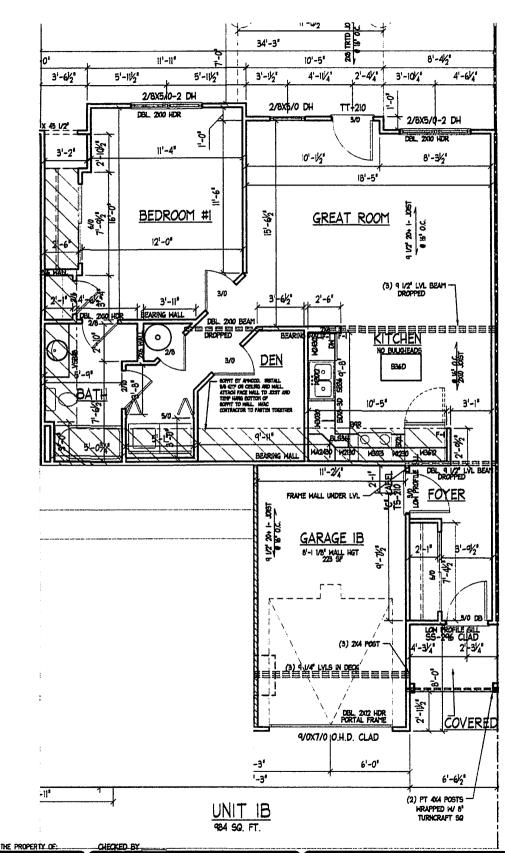


P.O. Box 311 - Janesville, W 53547-Q311 608-756-2989 fax: 608-756-3443 www.amwoodhornes.com

Job No.

MU-604 21997 ANHOUD, INC

Revision



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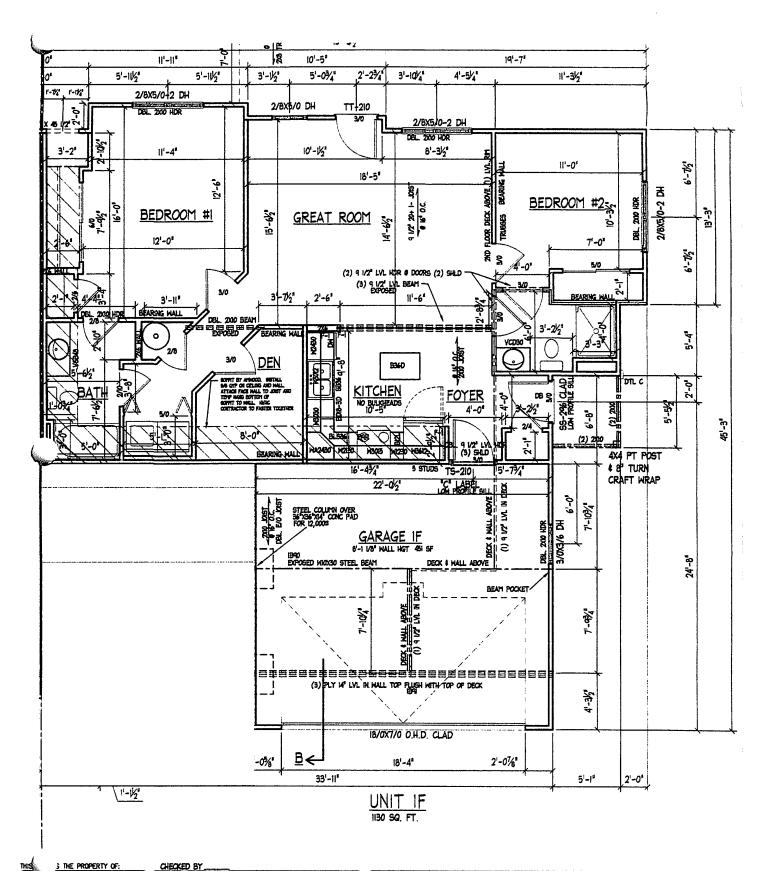
P.O. Box 311 - Jonesville, W 53547-0311 608-756-2989 foc 608-756-3443 www.omwoodhomes.com

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TRE BURBACK BUILDERS - SHEBOYGAN 12 UNIT

CODE CODE BY DATE BY DATE Processor Revision Plan / Custom Revision Revision Revision Foundation

Cust. No. 9003 9031 Job No.





P.O. 80x 311 - Jonesville, 18 53547-0311 808-756-2989 fox: 608-756-3443 www.gmwoodhomes.com

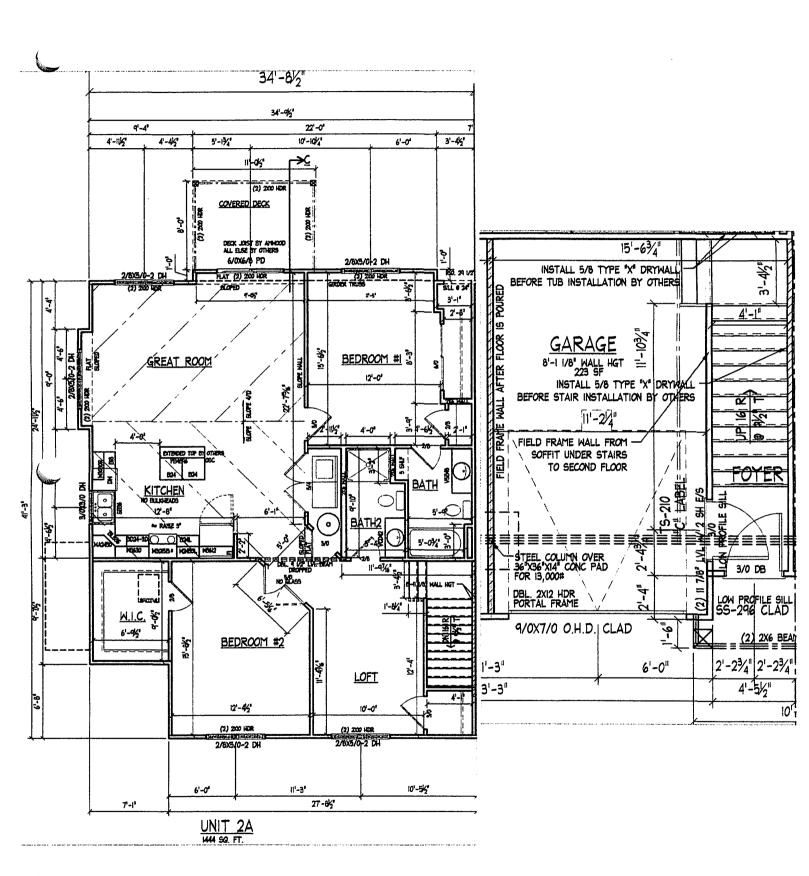
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BURBACK	BU	ILDERS	- SHEBOY	rgan i	2 UNIT
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Plan / Custom			Processor	JDP	05/03/16

Cust. No. 9003 F.O. No. 9031 Job No. MU-604

Revision Revision



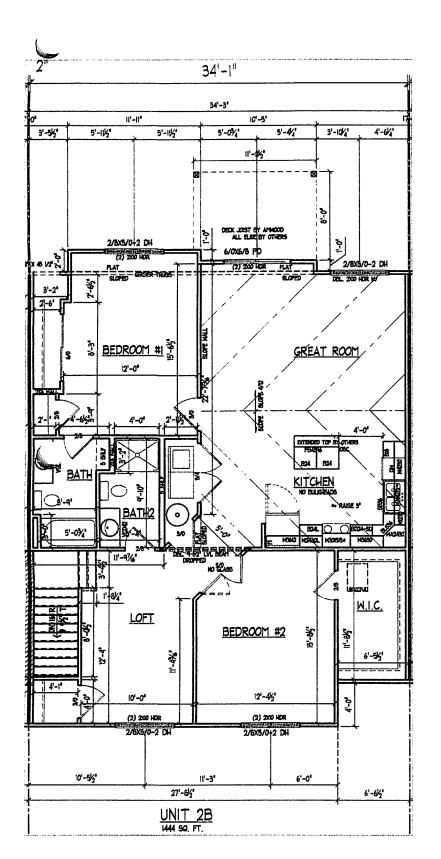


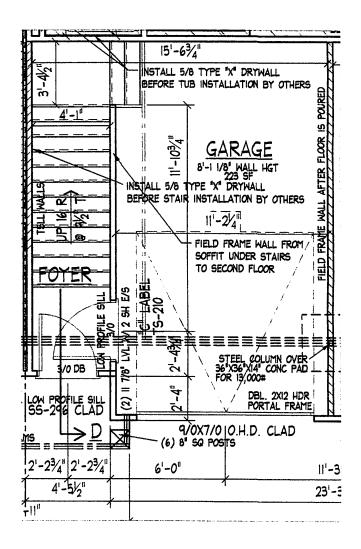
**Although every effort has been made in preparing these plans, and checking them for accuracy, the contractor must check admensions and datalis and must be responsible for some.

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BURBACK	BU	ILDERS	- SHEBOYG	AN I	2 UNIT
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Revision			Revision		
Revision			Foundation		

Cust. No. 9003 .O. No 9031 Job No.



R. O. No. - 16 - 17. By CITY CLERK. June 20, 2016.

Submitting a claim from Ronald Dewey for alleged damages to his vehicle when he hit a pot hole at the corner of Michigan Ave. and Broughton Dr.

France

City Clerk

ATE RECEIVED	RECEIVED	BY	M
--------------	----------	----	---

CLAIM NO.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 10'16 AM10:55

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.
2.3.	Name of Claimant: Ronal Dealy Home address of Claimant: 2000 Johnston Dr. 1st 237 Many fource. Wis 42 Home phone number: 920-292-3319 Business address and phone number of Claimant:
5.6.	When did damage or injury occur? (date, time of day) 4-12-16 10:30 am Where did damage or injury occur? (give full description) by the corner of Michigan & Broughton day by the beach
7.	How did damage or injury occur? (give full description) bit a very big forep Pot hole in the read causing the cradle to break and me swiring and hitting the carb.
8.	If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
	(a) Name of such officer or employee, if known: (b) Claimant's statement of the basis of such liability:
9.	If the basis of liability is alleged to be a dangerous condition of public property, complete the following: (a) Public property alleged to be dangerous:
_	(b) Claimant's statement of basis for such liability: Pet holes are but in the area and the and fixes keep breaking out and pot holes heep getting bigger

CAMA THE GIVEN OF 17140 - 111 HAVE reference one consist for house here can be be be a finite of the consistency of the cons en de la composition La composition de la composition de la composition de la composition de la composition de la composition de la and the state of t And the management of the complete with ali ye kumiya (hekimiya) kan kapaninga da ali ana kum

time. (If there	on of the injury, powere no injuries, sta	ate "NO INJURIES").		
Snapped engir	re crafte, contra	arm bushing	front bump	er.
11. Name and address	of any other person	injured:		
12. Damage estimate:	(You are not bound	by the amounts provi	ided here.)	
Auto:		\$ 1,589,60	_	
Property:		\$		
Personal injury:		\$	_	
Other: (Specify)	pelow	\$		
	TOTAL	\$ 1559,60		
- 4.00				
Damaged vehicle Make: Make:	(if applicable) Y Model: Cavalle	Year: 1998	Mileage: _	182,905
	ses of witnesses, doo			/
NAMES OF ALL STREETS (IF APPLICABLE), WHIC	CH IS CLAIMANT VEHICE	CATION OF VEHICLES, I LE, LOCATION OF INDIV	INDICATING WHICH	
NOTE: If diagrams be	elow do not fit the s	situation, attach pro	per diagram and	sign.
	Bro	mislotery		
	Pothok	Michigan Michigan		
	O	Q- /		1 11

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED		RECEIVED BY	MMO
		CLAIM NO.	04-16
	CLAIM	June 2	N 10'16 AM10:55
Claimant's Name: Ranali Dewey		Auto	\$ 1589.60
Claimant's Address: 2000 56hnStm D	10+237	Property	\$
Manifesoc, Wi 5427	0	Personal Injury	\$
Claimant's Phone No. 920-342-33/14		Other (Specify be	low) \$
		TOTA	AL \$ 1589,60
PLEASE INCLUDE COPIES OF AL	L BILLS,	INVOICES, ESTIN	MATES, ETC.
WARNING: IT IS A CRIMINA (WISCONSIN			SE CLAIM.
The undersigned hereby makes arising out of the circumstances Injury. The claim is for relief is amount of \$_/559.60	describ	ed in the Not	cice of Damage or
	X.		
SIGNED Roubl Dog		DATE: 6-1-16	
ADDRESS: 2000 Johnsten Dr. Jul 237	marik		20



www.pietroske.com

4000 Grand Avenue P.O. Box 1265 Manitowoc, WI 54221 (920) 684-0224 - Sales (920) 684-0222 - Service (920) 686-5905 - Parts

(920) 686-5904 - Body Shop

SERVICE DEPARTMENT HOURS 7:00 a.m. to 5:30 p.m. Monday - Friday 8:00 a.m. to 1:00 p.m. Saturday

R/O Open Date	R/O Number
4/15/16	6084960/1
R/O Close Date	Status
4/21/16	Pre-Invoice
Mileage In	Mileage Out
182905	182905
Service Ad	dvisor / Tag #
mbamaa Dla	7

			THOMas Brac	r T
, RONALD		Work Phone	Work Phone Vehicle Identification Number	
JOHNSTON DR LO	OT 237		1G1JC124X	W7250243
MANITOWOC, WI 54220		Home Phone	Delivery Date	In-Service Date
		920-242-3314		
Make	Model	Body	Color	License Number
CHEVROLET	CAVALIER	2DR CPE RS		
	JOHNSTON DR LO DWOC, WI 5422 Make	JOHNSTON DR LOT 237 DWOC, WI 54220	JOHNSTON DR LOT 237 DWOC, WI 54220 Make Model Home Phone 920-242-3314 Body	RONALD

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - Customer Reports: PROGRESSIVE INSPECTOR TO INSPECT THE CRADDLE Work performed by Rick Hoida (62) Installed 47703540:CRADLE 1@187.50 AUTO PARTS AND RECYCLING: FREDONIA, WI Installed TIE:WIRE TIE 2@.25 REPLACED THE CRADDLE PER PROGRESSIVE EST Sub Total: 384.00	196.00 187.50
#2 * Customer Reports: FOUND THE FRONT CONTROL ARM REAR BUSHINGS SEPERATED Work performed by Rick Hoida (62) Installed FB782:BUSHING 2@18.48 AZ REPLACED THE FRONT CONTROL ARM REAR BUSHINGS Sub Total: 146.96	110.00 36.96
#3 * D10650: ALIGN FRONT SUSPENSION AFTER INSPECTION ADDED OPERATION Work performed by Rick Hoida (62) Sub Total: 69.95	69.95
Please Note: REPLACED CRADDLE PER PROGRESSIVE EST DO TO POTHOLE NOTED AT TIME OF WRITE UP THE RIGHT FRONT WHEEL IS MISSING A LUG STUD	Report of
FT APR 2 2 2016	Nuc hy

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

		dilant L="
LABOR		375.95
PARTS	Comment of the second comment of the second	224.96
DEDUCTIBLE		.00
SUBLET		.00
SHOP SUPPL	IES	18.00
HAZARDOUS	MATERIALS	.00
SALES TAX O	OR TAX I.D.	30.95
SPECIAL OR	DER DEPOSIT	.00
DISCOUNTS		.00
TOTAL DUE		649.86



NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

(C) 2010 DEALERTRACK SYSTEMS. Inc. - Dealership Application Group (800) 945-1028

PIETROSKE, INC. 4000 GRAND AVE. / P.O. BOX 1265 MANITOWOC, WI 54221-1265 (920) 686-5904 FAX: (920) 686-5918 FED ID# 39-1308761

*** PRELIMINARY ESTIMATE ***

Dirringe done from patricle - Mechanical regars done. 04/2.

04/22/2016 10:14 AM

Owner

Owner: RONALD DEWEY

Address: 2000 JOHNSTON DRIVE, LOT 237

City State Zip: Manitowoc, WI 54220

Work/Day: (920)242-3314

FAX:

Inspection

Inspection Date: 04/22/2016 10:16 AM

Primary Impact: Non-Collision

Appraiser Name: Steve Volz

Address:

Appraiser License #:

Inspection Type:

Secondary Impact:

Work/Day: (920)686-5946

FAX: (920)686-5918

Email: steve.volz@pietroske.com

Repairer

PIETROSKE COLLISION

Repairer: CENTER

Address: 4000 GRAND AVE.

P.O. BOX 1265

City State Zip: MANITOWOC, WI 54221-1265

Contact:

Work/Day: (920)686-5904

Work/Day: (920)686-5946

FAX: (920)686-5918

Target Complete Date/Time: Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

1998 Chevrolet Cavalier RS 2 DR Coupe 4cyl Gasoline 2.2

4 Speed Automatic

Lic Expire:

Prod Date: 02/1998 Veh Insp#:

Condition: Ext. Color:

Ext. Refinish: Two-Stage

Ext. Paint Code:

VIN: 1G1JC124XW7250243

Mileage: 182,000 Mileage Type: Actual

Code: U2342B

Int. Color: Graphite Cloth Int. Refinish: Two-Stage

Int. Trim Code: 12E

Options - AudaVIN Information Received

AM/FM Stereo Tape Anti-Lock Brakes

Cruise Control Keyless Entry System

Power Mirrors

Air Conditioning **Automatic Trans Dual Airbags Power Brakes**

Power Steering

Aluminum/Alloy Wheels

Center Console Intermittent Wipers **Power Door Locks Power Windows**

Rear Spoiler Tachometer

Traction Control System

Rear Window Defroster Tilt Steering Wheel Velour/Cloth Seats Rem Trunk-L/Gate Release Tinted Glass

AudaVIN options are listed in bold-italic fonts

Damag	ges										
Line	Ор	Guide	MC	Description		MFR.Part	No.	Price	ADJ% B%	Hours	R
1	N	23		Frt Bumper C		Additional	Labor			1.7	SN
2	1	6		Cover,Front		Repair				4.0*	SN
3	L	6	13	Cover,Front	Bumper	Refinish				3.7	RF
						2.6 Sui	race o-stage setup				
						0.5 Tw					
4	E	71		Defl,Radiator	Lwr Air	22699077		\$77.80		0.2	SN
5	E	111	02	Shield,Front		22640831		\$64.97		0.3	SN
6	E	112		Shield, Front	Splash RT	22640830	GM Part	\$59.02		0.1	SN
6	5	Items									
				MC	Message						
				13	INCLUDES (0.0 HOURS F	IKST PANEL	TWO-STAGE ALI	LOWANCE		
Gross P Paint & Parts &	arts Mate Mate		tries	13		Hours @ \$3	36.00 000%	\$201.79 \$133.20	\$334 \$16		
Gross P Paint & Parts &	arts Mate Mate	erials erial Total	tries	Rate	3.7	Hours @ \$3	36.00	\$201.79	\$334		
Gross P Paint & Parts & Tax on I Labor Sheet M	arts Mate Mate Parts	erials erial Total s & Materi (SM)	tries	Rate \$56.00	3.7	Hours @ \$3 @ 5.	36.00 000%	\$201.79	\$334		
Gross P Paint & Parts & Tax on I Labor Sheet M Mech/El	arts Mate Mate Parts letal	erials erial Total s & Materi (SM)	tries	Rate \$56.00 \$90.00	3.7 Replace	Hours @ \$3 @ 5.0 Repair Hrs	36.00 000% Total Hrs	\$201.79 \$133.20	\$334		
Gross P Paint & Parts & Tax on I Labor Sheet M	Parts Mate Mate Parts letal (FR)	erials erial Total s & Materi (SM) ME)	tries	Rate \$56.00	3.7 Replace	Hours @ \$3 @ 5.0 Repair Hrs	36.00 000% Total Hrs	\$201.79 \$133.20	\$334		
Gross P Paint & Parts & Tax on I Labor Sheet M Mech/El Frame (I	etal (etal (RF))	erials erial Total s & Materi (SM) ME)	tries	\$56.00 \$90.00 \$62.00	Replace Hrs	Hours @ \$3 @ 5.0 Repair Hrs	36.00 000% Total Hrs 6.3	\$201.79 \$133.20 \$352.80 \$207.20	\$334 \$16	7.75	
Gross P Paint & Parts & Tax on I Labor Sheet M Mech/El Frame (I Refinish	etal (etal (RF)	erials erial Total & Materi (SM) (SE)	tries	\$56.00 \$90.00 \$62.00	Replace Hrs	Hours @ \$3 @ 5.0 Repair Hrs 5.7	36.00 000% Total Hrs 6.3 3.7	\$201.79 \$133.20 \$352.80 \$207.20	\$334	7.75	
Gross P Paint & Parts & Fax on I Labor Sheet M Mech/El Frame (I Refinish	earts Mate Mate Mate Parts letal ec (N FR) (RF)	erials erial Total & Materi (SM) (SE)	tries	\$56.00 \$90.00 \$62.00	3.7 Replace Hrs 0.6 3.7	Hours @ \$3 @ 5.0 Repair Hrs 5.7	36.00 000% Total Hrs 6.3 3.7	\$201.79 \$133.20 \$352.80 \$207.20	\$334 \$16	00	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00 Zip Code: 54220 Default OEM Part Prices DT 04/22/2016 10:32 AM EstimateID 152799383732150272 QuoteID **** Rate Name Default

Audatex Estimating 7.0.813 ES 04/22/2016 10:34 AM REL 7.0.813 DT 04/01/2016 DB 04/15/2016 Copyright (C) 2016 Audatex North America, Inc.

1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMING WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FOR INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

Op Codes

* = User-Entered Value

EC = Replace Economy

ET = Partial Replace Labor

TE = Partial Replace Price

L = Refinish

TT = Two-Tone

BR = Blend Refinish

CG= Chipguard

AA = Appearance Allowance

E = Replace OEM

OE = Replace PXN OE Srpls

EP = Replace PXN

PM = Replace PXN Reman/Reblt

PC = Replace PXN Reconditioned

SB = Sublet Repair

I = Repair

RI = R & I Assembly

RP = Related Prior Damage

NG = Replace NAGS

UE = Replace OE Surplus

EU = Replace Recycled

UM = Replace Reman/Rebuilt

UC = Replace Reconditioned N = Additional Labor

IT = Partial Repair

P = Check



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R. O. No. ____ - 16 - 17. By CITY ATTORNEY. June 20, 2016.

Submitting a Vacant Land Offer to Purchase dated June 2, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE.

City	Attorney	

France

WB-13 VACANT LAND OFFER TO PURCHASE

	ATTORNEY DATE OF THE CALL OF T
1	LICENSEE DRAFTING THIS OFFER ON June 2, 2016 [DATE] IS (AGENT OF BUYER)
2	(ACENTOP SELLERILISTING BROKER) (AGENTOP BUT AND SELLER) STRIKE THOSE NOT APPLICABLE
	GENERAL PROVISIONS The Buyer, Ten Pas Land Holdings, LLC , offers to purchase the Property
4	known as [Street Address] vacant land along County Road EE (PIN: 59281-470622); see Addendum A for legal description
5	known as Journal Address Miscongin / Insert
8	in the City of Sheboygan , County of Sheboygan , Wisconsin (Insert additional description, if any, at lines 458-464 or 528-534 or attach as an addendum per line 525), on the following terms:
7	■ PURCHASE PRICE: Two Thousand and 00/100
	D-II (# 2 000 00
9	■ EARNEST MONEY of \$ N/A accompanies this Offer and earnest money of \$ N/A
10	will be mailed, or commercially or personally delivered within days of acceptance to listing broker or
	• • • • • • • • • • • • • • • • • • • •
12	■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
14	date of this Offer not excluded at lines 18-19, and the following additional items: NONE OTHER
10	■ NOT INCLUDED IN PURCHASE PRICE: NONE OTHER
20	CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
	and will continue to be owned by the lessor.
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
	included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
	■ ZONING: Seller represents that the Property is zoned: Suburban Industrial
	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
	copies of the Offer.
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
	running from acceptance provide adequate time for both binding acceptance and performance.
	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
	or before 4:00pm, Friday, July 29, 2016 . Seller may keep the Property on the
	market and accept secondary offers after binding acceptance of this Offer.
	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
	OR ARE LEFT BLANK.
	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
	named at line 40 or 41.
	Seller's recipient for delivery (optional): City of Sheboygan Attorney Charles C. Adams
	Buyer's recipient for delivery (optional): Attorney Michael J. Bauer of Hopp Neumann Humke LLP
	(2) Fax: fax transmission of the document or written notice to the following telephone number:
40	Sollow / 020 \ 450,3010 \ Durow / 020 \ \ 457,9411
44	(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
	delivery to the Party's delivery address at line 49 or 50.
	(4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
	or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
	Delivery address for Seller: 828 Center Avenue, Suite 304, Sheboygan, Wi 53081
	Delivery address for Buyer: W2312 Wilson Lima Road, Oostburg, WI 53070, with a copy to Attorney Michael J. Bauer, *
51	(5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52	55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
RA	to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55	E-Mail address for Seller (optional): Charles.Adams@sheboyganwi.gov
	E-Mail address for Buyer (optional): mike.bauer@hopplaw.com
	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

^{*} Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081

RΩ	OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 82	free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
63	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no
84	notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) Affecting the Property or Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163-187 and 246-278) Affective the Property of Transaction (see lines 163
65 66	BOSENGEOROCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCOCO
90 87	This transaction is exempt from the real estate transfer fee under Wis. Stat. Sec. 77.25 and exempt from the vacant land disclosure report
68	requirements under Wis. Stat. Sec. 709.01.
69	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT CLOSING This transaction is to be closed no later than 4:00pm, Wednesday, August 31, 2016
70 71	at the place selected by Seller, unless otherwise agreed by the Parties in writing.
72	ICLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 75	assessments, fuel and <u>NONE OTHER</u> CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
76	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
79 80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83	year, or current year if known, multiplied by current mill rate (current means as of the date of closing) There is no tax proration; property is exempt.
84 85	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
88	substantially different than the amount used for proration especially in transactions involving new construction,
	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
89	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
80	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 93	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
	LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
	under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
98	(written) (oral) STRIKE ONE lease(s), if any, are The Property is not leased.
97 98	
	federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
	or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
102 103	penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104	deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
	the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
	requirements, and/or amount of any penalty, fee, charge, or payback obligation. CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,
108	as may apply, and Buyer agrees to reimburse Seller should Buyer fall to continue any such program such that Seller
	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The
	Parties agree this provision survives closing. MANAGED FOREST LAND: All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
	This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113	encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
	managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
	s new owner must sign and hie a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules,
117	The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118	an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
	the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us .
•	I AAN BITTI I ATATAL AT 1101 TIMMITTIMINITIAN OF THE STATE OF THE STAT

124 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and

124 occupied for farming or grazing purposes.

125 USE VALUE ASSESMENTS: The use value assessment system values agricultural land based on the income that would be 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 129 Section or visit http://www.revenue.wi.gov/.

130 FARMLAND PRESERVATION: Rezoning a property zoned fermiand preservation to another use or the early termination of a 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection

133 Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

134 CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective 138 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

138 SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more

140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must 144 conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 BUYER'S PRE-CLOSING WAYK-THROUGH) Within 3 days prior to closing, at a reasonable time pre-approved by Seller or

147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change 14s in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects

149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, 163 Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall 159 be held in trust for the sole purpose of restoring the Property.

161 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are 164 defined to include:

Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property. 186

167 b. Government agency or court order requiring repair, alteration or correction of any existing condition. 188 C. Land division or subdivision for which required state or local approvals were not obtained.

- A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations. 189 d.
- A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 170 O. 171 111-120), Conservation Reserve (see lines 134-138), or comparable program.

 Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)

173 f.

(where one or both of the properties is used and occupied for farming or grazing). 174

Material violations of environmental rules or other rules or agreements regulating the use of the Property. 175 g.

Conditions constituting a significant health risk or safety hazard for occupants of the Property. 176 h.

- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 177 İ. including, but not limited to, gasoline and heating oil. 178
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 180 181

Production of methamphetamine (meth) or other hazardous or toxic substances on the Property. 182 K.

- 183 I. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 184
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-185 M. service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 188 according to applicable regulations. 187

188 (Definitions Continued on page 5)

189	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
190	FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
191	[INSERT LOAN PROGRAM OR SOURCE] first mortgage
192	[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an
193	amount of not less than \$ for a term of not less than years, amortized over not less than years.
184	Initial monthly payments of principal and interest shall not exceed \$ Monthly payments may
185	also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
198	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197	fee in an amount not to exceed % of the loan. If the purchase price under this Offer is modified, the financed amount,
198	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
201	FIXED RATE FINANCING: The annual rate of interest shall not exceed%.
202	ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed %. The initial interest
203	rate shall be fixed for months, at which time the interest rate may be increased not more than % per
204	year. The maximum interest rate during the mortgage term shall not exceed%. Monthly payments of principal
205	and interest may be adjusted to reflect interest changes.
208	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207	526-534 or in an addendum attached per line 525.
208	■ <u>BUYER'S LOAN COMMITMENT</u> : Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209	mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210	In this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
	later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
	unacceptability.
	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
	the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
	■ <u>SELLER TERMINATION RIGHTS</u> : If Buyer does not make timely delivery of said commitment, Seller may terminate this
	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
	commitment.
	■ <u>FINANCING UNAVAILABILITY</u> : If financing is not available on the terms stated in this Offer (and Buyer has not already
	delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
	same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
	named in this Offer, Selier shall then have 10 days to deliver to Buyer written notice of Selier's decision to finance this
	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
	any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
	■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party
	in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
	written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
	contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
	and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
	appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
	APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
23	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
23	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240	purchase price. This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to
24	Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
24	purchase price, accompanied by a written notice of termination.
24	CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244	deadlines provide adequate time for performance.

245 DEFINITIONS CONTINUED FROM PAGE 3

Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not 248 N. 247

closed/abandoned according to applicable regulations.

Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface 248 O. foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic 249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 guidelines or other laws regulating said disposal; high groundwater, adverse soil conditions (e.g. low load bearing 251 capacity, earth or soil movement, slides) or excessive rocks or rock formations. 252

Brownfields (abandoned, Idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) 253 P. 254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

256 Q. Lack of legal vehicular access to the Property from public roads.

- Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 257 F. conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of 268 a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 S. impose assessments against the real property located within the district. 261

282 t.

Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 U. Property, or proposed or pending special assessments. 284

Burlal sites, archeological artifacts, mineral rights, orchards or endangered species. 265 V.

Flooding, standing water, drainage problems or other water problems on or affecting the Property. 268 W.

Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267 X.

Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268 y.

Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 289 Z. injuries or disease in livestock on the Property or neighboring properties. 270

Existing or abandoned manure storage facilities on the Property.

- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 274 CC. 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145). 276
- All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- 278 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 283 registered mail or make regular deliveries on that day, Deadlines expressed as a specific number of "hours" from the 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 286 closing, expire at midnight of that day.
- 287 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited 283 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and 294 docks/piers on permanent foundations.
- 295 CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.
- 293 m PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, 293 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

308 307	PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: to provide direct ingress and egress to Weeden Creek Road for Buyer's adjacent parcel
308	
309	[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310	provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within days of acceptance, delivers
311	written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312	item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313	agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
314	ZONING CLASSIFICATION CONFIRMATION: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315	STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned
316	and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317	SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
318	is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319	
320	development.
321	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: This Offer is contingent
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323	a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325	Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
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332	the transfer of the transfer o
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338	UTILITIES: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
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340	the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLES electricity
341	gas ; □ sewer ; □ water telephone ; □ cable ; □ other
342	telephone;cable;other
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346	LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
347	CHECK ALL THAT APPLY and delivering
340	occupancy permit; other CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within days of acceptance for the Property for its proposed
	use described at lines 306-308.
	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
	providing if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353	registered land surveyor, within days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354	expense. The map shall show minimum of acres, maximum of acres, the legal description of the
355	expense. The map shall show minimum of acres, maximum of acres, the legal description of the property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
	s if any, and:
	7 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
	s staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
	o footage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
	Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied
381	unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
302	delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
	Upon delivery of Buyer's notice, this Offer shall be null and void.
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385 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage 386 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of 387 rounding, formulas used or other reasons, unless verified by survey or other means.

398 CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage 389 Information if material to Buyer's decision to purchase.

370 EARNEST MONEY

371 <u>HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or 373 otherwise disbursed as provided in the Offer.</u>

374 CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the 375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 376 disbursement agreement.

DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 333 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to see exceed \$250, prior to disbursement.

ser <u>LEGAL RIGHTS/ACTION</u>: Broker's disbursement of earnest money does not determine the legal rights of the Parties in ses relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to see disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or see Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Senseli Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 sez dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their sea legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith set disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing ses regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

398 DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers 401 researching comparable sales, market conditions and listings, upon inquiry.

402 NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at 404 http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Property Address: vacant land along County Road EE (PIN: 59281-470822), City of Sheboygan, Sheboygan County, WI Page 8 of 10, WB-13
40E	SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406	of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407	to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408	Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
	that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer. All
410	other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
	TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413	Offer except: NONE OTHER
	If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
	contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
	date or Deadline is allowed before a breach occurs.
	<u>TITLE EVIDENCE</u> <u>■ CONVEYANCE OF TITLE</u> : Upon payment of the purchase price, Seller shall convey the Property by warranty deed
	(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
	entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
	restrictions and covenants, present uses of the Property In violation of the foregoing disclosed in Seller's disclosure report and
	in this Offer, general taxes levied in the year of closing and NONE OTHER
	in the Oner, general taxes levied in the year of closing and NONE OTHER
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	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
	necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
	■ Tithestiving Engelieus hatigiven exidence as fritische treuren en
	THE YEAR OF THE PERIOD OF THE
	constructions disposition existence ctor Buyer as Buyer este il previo a construction de la construction de
	<u>■ GARANGORSEMENT</u> uGellenshelbenovidsvarlgepl/sendorsementonespiraten/tgepxcoverage/at/(Selterlet/(Seyen/s)/STRIKE
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	consequence wild by the control of t
	■ <u>PROVISION OF MERCHANTABLE TITLE</u> : For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance ("15" if left blank),
	showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
	lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
	and exceptions, as appropriate.
	■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
	objections to title withindays ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444	such event, Seller shall have a reasonable time, but not exceeding days ("5" if left blank) from Buyer's delivery of the
	notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
	closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
	written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
	extinguish Seller's obligations to give merchantable title to Buyer.
	SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
	Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. CAUTION: Consider a special agreement if area assessments, property owners association assessments, special
452	charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
	one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
	relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
	sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
	fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).
45	ADDITIONAL PROVISIONS/CONTINGENCIES
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485 **[DEFAULT]** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 488 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the 467 defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of 479 law those disputes covered by the arbitration agreement.

460 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD 461 READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS 482 OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL 483 RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE 484 CONSULTED IF LEGAL ADVICE IS NEEDED.

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of 488 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the 480 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in 494 this Offer. Buyer and licensees may be present at all Inspections and testing. Except as otherwise provided, Seller's 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the 497 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other 498 material terms of the contingency.

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed 500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. 501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported 502 to the Wisconsin Department of Natural Resources.

	Property Address: vacant land along County Road Et (PIN: 59281-470522), City of Sneboygan, Sneboygan County, vvi Page 10	of 10, WB-13
504 505	INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 488-502). is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which dis Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party is	closes no
507 508 509	an inspection of	nded in a
511	Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party. CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspector.	tion(s), as
513	well as any follow-up inspection(s). This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of I	
515 516	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent o	•
	Buyer had actual knowledge or written notice before signing this Offer. • RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the	Defects, If
519	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a	10 days of
522	workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to cloffer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller wor (b) Seller does not timely deliver the written notice of election to cure.	vill not cure
	ADDENDA: The attached Addendum A is/are made part of	this Offer.
	ADDITIONAL PROVISIONS/CONTINGENCIES	
527		
529		
534		
533		
534		
535	This Offer was drafted by [Licensee and Firm] Attorney Michael J. Bauer of Hopp Neumann Humke LLP	
538	TEN DAGLAND HOLDINGS LLC // // // // // On June 2, 2016	 .
537	TEN PAS LAND HOLDINGS, LLC Ray Ten Pas Got June 2, 2016 (x) Super's Bignature A Print Name Here By: Ray Ten Pas, Member Discontinuous Control of Super's Bignature A Print Name Here By: Ray Ten Pas, Member	
538	Buyer's Signature ▲ Print Name Here ► By: Ray Ten Pas, Member	ate 🛦
539	(x) Seneviewel Ten Pas Genevieve Ten Pas 6-9.	
540	Buyer's Signature ▲ Print Name Here ▶ By: Genevieve Ten Pas, Member	ete 🛦
541		
542		
	SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THE SELLER ACCEPTS THIS OFFER. THE PROPERTY OF THE PROPERTY O	
	SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PRO THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF TH CITY OF SHEBOYGAN	
546	3 (X)	
547	Seller's Signature ▲ Print Name Here ▶ By:)ate ▲
	S (X) Saller's Signature A Print Name Here •	Note 4
548	- Control of Orgination Date Tritter and Tribles	Pate▲
	This Offer was presented to Seller by [Licensee and Firm]	
	on at	a.m./p.m.
562	This Offer is rejected This Offer is countered [See attached counter]	P-4- 4
553		Date ▲

553

ADDENDUM A to Vacant Land Offer to Purchase (City of Sheboygan / Ten Pas Land Holdings, LLC)

1. Legal Description of Property. Part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 4, Town 14 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin, described as commencing at the Southwest corner of Lot 7A of the Certified Survey Map recorded in Volume 13 of Certified Survey Maps on Pages 51-52 as Document Number 1445950, said point being in the North right of way line of Weeden Creek Road (formerly CTH "EE"); thence S89°31'50"W 100 (100.16 on said CSM) feet along said North right of way line to a point in the East right of way line of Interstate Highway "43"; thence N03°39'54"W, 56.19 feet along said East right of way line to a point in the South line of Tract 2 of the Certified Survey Map recorded in Volume 7 of Certified Survey Maps on Page 108 as Document Number 1112684; thence N89°40'49"E (S88°46'57"E on said CSM) 100.01 feet to a point in the West line of said Lot 7A; thence S03°39'48"E (S03°39'54"E on the Certified Survey Map recorded in Volume 13 of Certified Survey Maps on Pages 51-52 as Document Number 1445950) 55.93 feet to the point of beginning.

Tax Parcel Number 59281-470622

R:\CLIENT\10835\00001\00097926.DOCX



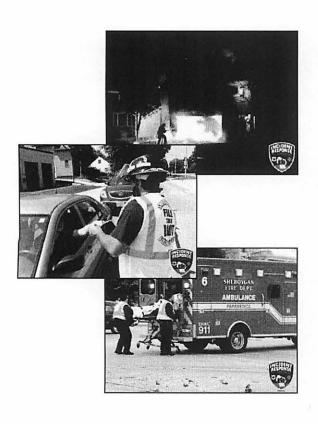
R. O. No. - 16 - 17. By FIRE CHIEF. June 20, 2016.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2015, and ending December 31, 2015.

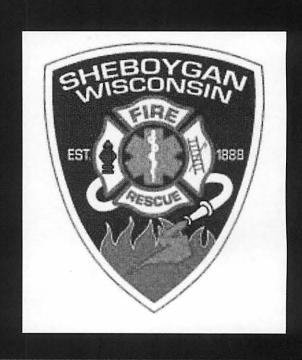
0045		
	Fire Chief	

2015

Annual Report







City of Sheboygan

Fire Department



Dear Citizens,

On behalf of the Sheboygan Fire Department, I want to thank you for taking the time to review our 2015 Annual Report. All of our members and staff work hard to provide the best possible service to our community.

2015 was another successful year for our department. The department's net cost to taxpayers went down for a third straight year in a row, we responded to a record 5,034 runs and there were no fire deaths or serious fire injuries.

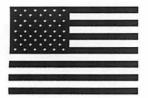
2016 goals include the successful implementation of new ambulances, breathing apparatus, EMS billing, payroll and scheduling software, electronic inspections, the creation of a new public safety career path at Sheboygan South High School and the implementation of a new countywide radio system.

I would like to thank our citizens and city leaders for the support they give us and the trust they place in us to take care of any emergency situation that may arise. And finally, thank you to the firefighters, paramedics, officers, chiefs and support personnel that make up this department. It is their dedication to service and this department that make us the best that we can be.

Respectfully,

Mike Romas Fire Chief

City of Sheboygan







Department Mission

The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement, and education, and at the highest professional level in a compassionate. ethical, and cost effective manner.

Department Vision

The Sheboygan Fire Department will continue to provide response times consistently within the guidelines of NFPA 1710, with up-to-date emergency vehicles/equipment and an adequate number of highly trained personnel, focused on saving lives and preventing property damage. A movement towards a regional based fire protection/shared services system would stabilize the cost of fire/EMS protection for the citizens of Sheboygan, drastically improve response times and fire/EMS protection in the neighboring communities, and increase the availability of timely resources for the entire area. This cooperative effort would bring together local governments, citizens, firefighters and EMS personnel working together towards a common goal of saving lives, property, and community assets, while protecting the investments and employment base of private enterprise.





Sheboygan Fire Department Management and Administrative Staff



FIRE CHIEF - MICHAEL T. ROMAS CHIEF OF THE DEPARTMENT



ASSISTANT CHIEF - VERNON KOCH ASSISTANT CHIEF OF THE DEPARTMENT



DEPUTY CHIEF - CHARLES BUTLER EMS/HEALTH AND SAFETY **EMERGENCY MANAGEMENT**



BATTALION CHIEF - KEITH RISSE A SHIFT TRAINING



BATTALION CHIEF - DEAN KLEIN B SHIFT SUPPORT SERVICES



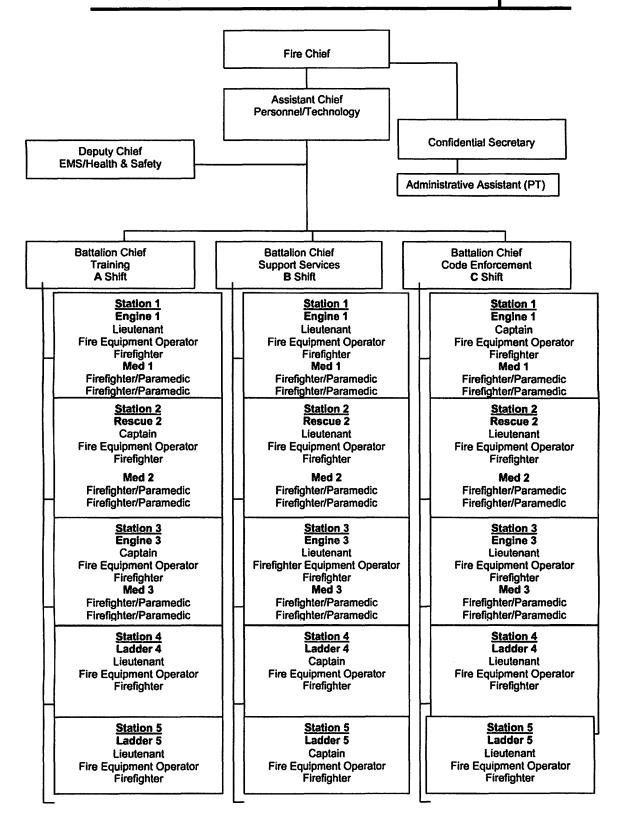
BATTALION CHIEF - GARY KOLBERG C SHIFT CODE ENFORCEMENT



CONFIDENTIAL SECRETARY LISA HORN



ADMINISTRATIVE ASSISTANT JENNIFER ALBRIGHT



Sheboygan Fire Department Stations



Fire Station #1 833 New York Avenue Engine 1 Med 1

Fire Station #2 2413 South 18 Street Rescue 2 Med 2





Fire Station #3 1326 North 25 Street - Department Headquarters Engine 3 Med 3 **Battalion Chief Car** Med 6 (Reserve Ambulance)

Fire Station #4 2622 North 15 Street Ladder 4 Engine 6 (Reserve Engine)





Fire Station #5 4504 South 18 Street Ladder 5 Engine 7 (Reserve Engine)

Services Provided by the Sheboygan Fire Department

Fire Suppression and Rescue Rope Rescue Excavation Rescue Confined Space Rescue Water/Ice Rescue Automobile and Industrial Extrication **Emergency Management** Advanced Life Support Response Fire Safety Building Inspections

Code Enforcement Building Plan Review Fire Safety Training for Businesses Medical Transports Public Service/Assistance Hazardous Materials Response School Fire Safety Education Special Event Standby Fall Prevention Referrals

Equipment, Facilities, and Vehicles Status Update Equipment

- Self Contained Breathing Apparatus (SCBA) Respirators were all tested and certified. All department SCBAs are nearing the end of their service life and are to be replaced in 2016.
- Breathing-air compressor was serviced and air quality was tested.
- All Hurst extrication equipment was tested and serviced.
- Purchased seven new sets of structural firefighting protective clothing.

Facilities

- Station #4 Roof replacement project was completed.
- Station #1 and #2 Building assessment was completed on both buildings
- Station #2 had to have temporary structural work performed based on findings of assessment.
- Station #3 Concrete under east overhead doors was replaced.

Vehicles

- All fire apparatus equipped with a pump had annual pump testing and recertification.
- 2015 Pierce Impel PUC Pumper was purchased and placed into service.
- 2015 Chevrolet Equinox was leased as Chief's vehicle.
- Fleet maintenance through the Department of Public Works continues for both routine maintenance and repairs.
- Purchased a used 2008 ambulance with no mileage on it.



REPLACEMENT MED 6 PLACED INTO SERVICE IN 2015

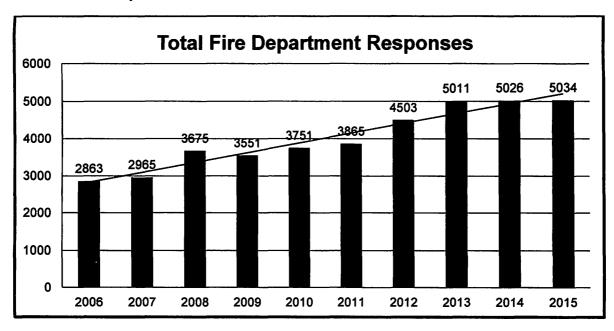
Detailed Breakdown I	by Incident Type	
AND THE PROPERTY OF THE PROPER	#INCIDENTS	M of TOTAL
111 - Building fire	77	1.53%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	24	0.48%
114 - Chimney or flue fire, confined to chimney or flue	11	0.02%
118 - Trash or rubbish fire, contained	1	0.02%
121 - Fire in mobile home used as fixed residence	3	0.06%
131 - Passenger vehicle fire	9	0.18%
138 - Off-road vehicle or heavy equipment fire	1	0.02%
140 - Natural vegetation fire, other	3	0.06%
141 - Forest, woods or wildland fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	6	0.12%
143 - Grass fire	2	0.04%
151 - Outside rubbish, trash or waste fire	2	0.04%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
160 - Special outside fire, other	4	0.08%
162 - Outside equipment fire	3	0.06%
251 - Excessive heat, scorch burns with no ignition	2	0.04%
300 - Rescue, EMS incident, other	. 33	0.66%
311 - Medical assist, assist EMS crew	180	3.58%
320 - Emergency medical service, other	6	0.12%
321 - EMS call, excluding vehicle accident with injury	3496	69.45%
322 - Motor vehicle accident with injuries	120	2.38%
323 - Motor vehicle/pedestrian accident (MV Ped)	11	0.22%
324 - Motor vehicle accident with no injuries.	23	0.46%
331 - Lock-in (if lock out , use 511)	7	0.14%
341 - Search for person on land	4	0.08%
351 - Extrication of victim(s) from building/structure	1	0.02%
352 - Extrication of victim(s) from vehicle	4	0.08%
353 - Removal of victim(s) from stalled elevator	3	0.06%
356 - High-angle rescue	1	0.02%
357 - Extrication of victim(s) from machinery	1	0.02%
361 - Swimming/recreational water areas rescue	1	0.02%
381 - Rescue or EMS standby	11	0.22%
411 - Gasoline or other flammable liquid spill	17	0.34%
412 - Gas leak (natural gas or LPG)	29	0.58%
413 - Oil or other combustible liquid spill	12	0.24%
421 - Chemical hazard (no spill or leak)	3	0.06%
422 - Chemical spill or leak	44	0.87%
423 - Refrigeration leak	1	0.02%
424 - Carbon monoxide incident	13	0.26%
440 - Electrical wiring/equipment problem, other	2	0.04%
441 - Heat from short circuit (wiring), defective/worn	3	0.06%
442 - Overheated motor	4	0.08%
443 - Breakdown of light ballast	3	0.06%
444 - Power line down	8	0.16%
		0.16%
445 - Arcing, shorted electrical equipment	11	0.2270

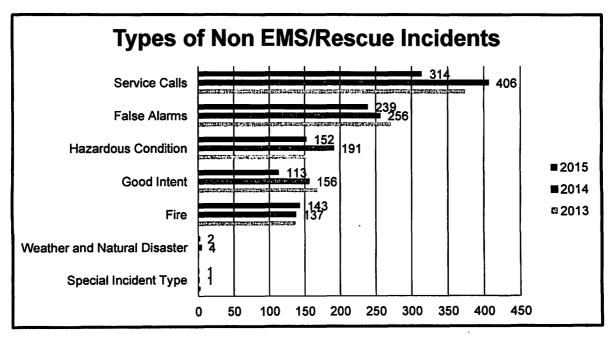
Sheboygan Fire Department Annual Report 2015

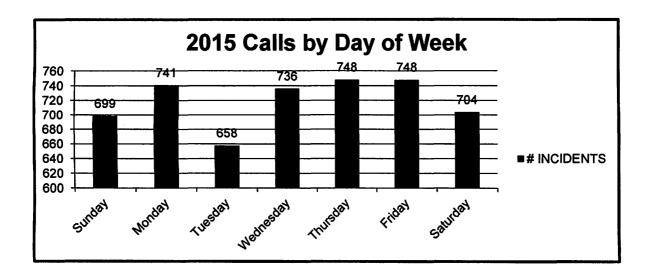
451 - Biological hazard, confirmed or suspected	1	0.02%
461 - Building or structure weakened or collapsed	1	0.02%
463 - Vehicle accident, general cleanup	1	0.02%
500 - Service Call, other	2	0.04%
511 - Lock-out	19	0.38%
512 - Ring or jewelry removal	1	0.02%
520 - Water problem, other	4	0.08%
521 - Water evacuation	4	0.08%
522 - Water or steam leak	11	0.22%
531 - Smoke or odor removal	1	0.02%
541 - Animal problem	1	0.02%
542 - Animal rescue .	6	0.12%
551 - Assist police or other governmental agency	16	0.32%
552 - Police matter	2	0.04%
553 - Public service	53	1.05%
554 - Assist invalid	202	4.01%
555 - Defective elevator, no occupants	4	0.08%
561 - Unauthorized burning	69	1.37%
600 - Good intent call, other	43	0.85%
611 - Dispatched & cancelled en route	42	0.83%
621 - Wrong location	4	0.08%
622 - No incident found on arrival at dispatch address	9	0.18%
631 - Authorized controlled burning	25	0.50%
641 - Vicinity alarm (incident in other location)	1	0.02%
651 - Smoke scare, odor of smoke	21	0.42%
652 - Steam, vapor, fog or dust thought to be smoke	5	0.10%
653 - Smoke from barbecue, tar kettle	2	0.04%
661 - EMS call, party transported by non-fire agency	8	0.16%
671 - HazMat release investigation w/no HazMat	33	0.66%
712 - Direct tie to FD, malicious false alarm	1	0.02%
713 - Telephone, malicious false alarm	4	0.08%
714 - Central station, malicious false alarm	4	0.08%
715 - Local alarm system, malicious false alarm	5	0.10%
731 - Sprinkler activation due to malfunction	17	0.34%
733 - Smoke detector activation due to malfunction	43	0.85%
734 - Heat detector activation due to malfunction	3	0.06%
735 - Alarm system sounded due to malfunction	44	0.87%
736 - CO detector activation due to malfunction	25	0.50%
740 - Unintentional transmission of alarm, other	1	0.02%
741 - Sprinkler activation, no fire - unintentional	14	0.28%
743 - Smoke detector activation, no fire - unintentional	39	0.77%
744 - Detector activation, no fire - unintentional	6	0.12%
745 - Alarm system activation, no fire - unintentional	34	0.68%
746 - Carbon monoxide detector activation, no CO	7	0.14%
900 - Special type of incident, other	1	0.02%
TOTAL INCIDENTS:	5034	100.00%

Response Statistics

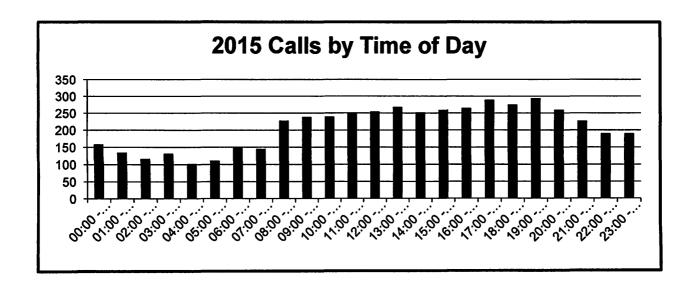
Total Number of Responses







The Calls by Day of Week and Calls by Time of Day graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.

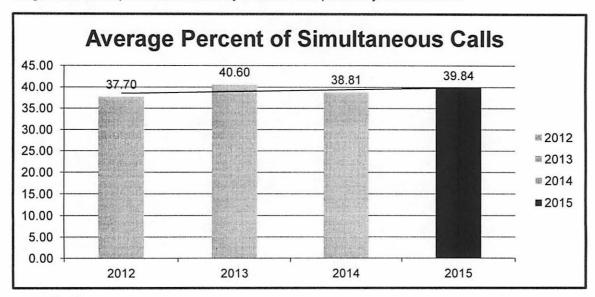


Mutual Aid Given/Received

	2012	2013	2014	2015
Incidents with Mutual Aid Received	5	7	5	5
Incidents with Mutual Aid Given	8	9	8	8
Other Responses Outside of City	5	20	26	19

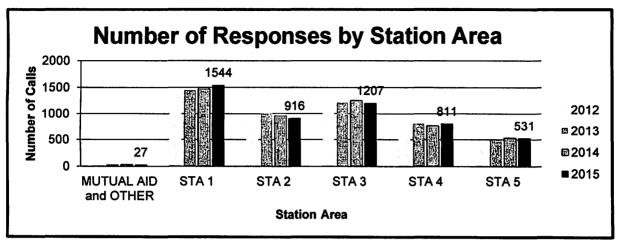
Concurrent Calls

The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2015 there was a slight increase in concurrent calls from the previous year, but that increase was insignificant and represented a relatively flat trend over previous years measured.

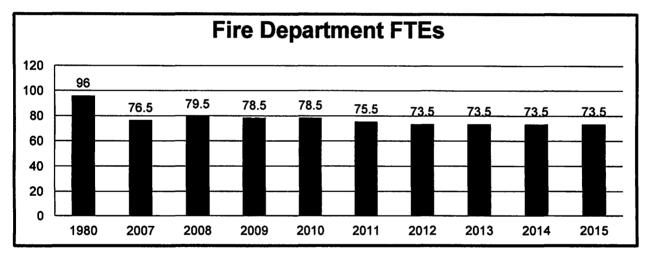


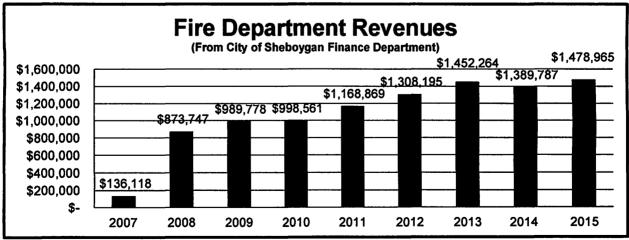
Fire Deaths

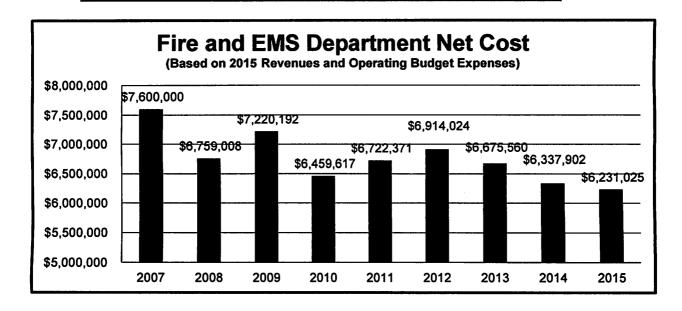
	2012	2013	2014	2015
Fire Deaths	0	1	1	0

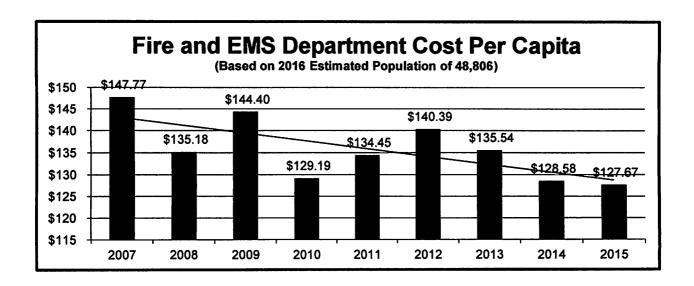


The Response Requests by Station Area graph is the total number of incidents as divided by Fire Station Single Alarm response area as designated by the fire department. These response areas are established to maintain appropriate response times as set forth by the National Fire Protection Association (NFPA).



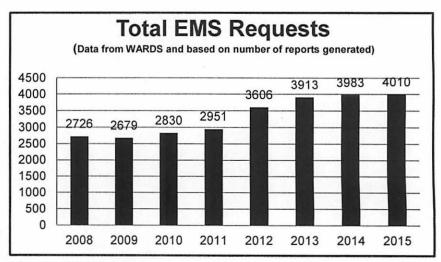






Emergency Medical Services

The Sheboygan Fire Department has provided emergency medical care for the citizens of Sheboygan for many years and as of January 1, 2008 has been a licensed ambulance service provider with the State of Wisconsin. The personnel of the fire department are cross-trained in both fire services and emergency medical care. This duality of skills and equipment



provides a very efficient model for providing both EMS and fire services to the community at a very high level. Response time requirements based on progression timelines for both critical medical events and fires are very similar which makes the medical response pair well with the existing fire department infrastructure. When responding to fire and technical rescue related responses, the cross-trained firefighter can apply the necessary skills to the problem at hand whether it is fire or an injured person, or both.

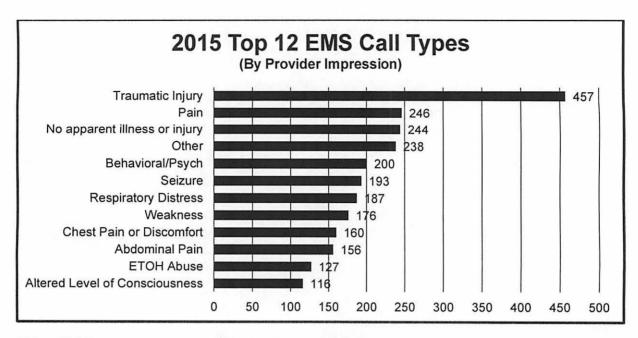


In 2015, the fire department responded to over 4000 requests for medical service. A breakdown of those requests by year over the past five years can be seen in the graph below. Of those responses, approximately 83% of those patients got transported to either a local facility, or to a facility outside of the city in order to get a higher level of care. Many of those people get care on scene and avoid a trip to the hospital by ambulance.

Dr. Steven Zils continues to fulfill the responsibilities of Service Medical Director. As a result, the department has been able to continue serving at a high level and also move forward with new medical protocols, more consistent training, and a move

toward better quality assurance measures.

The number of EMS responses by the fire department compared to other types of requests is very consistent with departments across the country according to the National Fire Protection Association statistics for fire responses. This holds true even for departments who do not provide ALS transport services. This is due largely to the fact that those departments provide for first response and other supportive duties to those incidents as well.



Fire Prevention and Public Education

In an effort to reduce the loss of life, injury, and property loss in the City of Sheboygan, the Sheboygan Fire Department is dedicated to providing education to the public as part of its mission.



As the hazards presented to the public change, so will the program offerings to the public. It is the department's intent to keep the education of our firefighters current to better offer training to the public about the hazards faced by members of the public and how to better avoid them.

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education

that the department maintains a culture of safety in the community.

This general program area of public education is vital to the success of the fire department mission. The funding for the materials used for the school programs is largely generated through a program developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for donations toward the program by NFSC on the department's behalf and those funds are used by the department to purchase all of the fire prevention materials used in the public education programs delivered in the schools.



Fire Investigation

Significant Fires Investigated in 2015

According to State statute it is the responsibility of the Fire Chief to investigate all fires for origin and cause. 143 fires were investigated and documented accordingly by the Incident Commander in charge of those fires. At times, additional assistance and expertise is utilized to investigate fires. In those cases, outside investigators or members of the Sheboygan County Fire Investigation Unit are requested.

The following addresses had fires that required a formal investigation:

- 952 Weeden Creek
- 3309 Hickory Circle
- 2201 Erie Avenue
- 1704 North 12 Street
- 1823 North 10 Street

- 2735 Henry Street
- 1402 North 17 Street
- 1521 Blocki Court
- 1214 North 17 Street
- 2329 South 16 Street

- 620 Broughton Drive
- 434 Huron Avenue
- 1107 South 15 Street
- 931 North 8 Street
- 1614 Indiana Avenue

Training and Resource Development



The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. Training and preparation is tailored to create effectiveness, efficiency, and safety when the fire department responds to incidents. The Sheboygan Fire Department provides for training of its employees through many different programs using a variety of methodologies that are designed to best meet the

needs of the department both fiscally and operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.

The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training

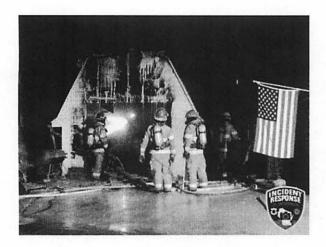


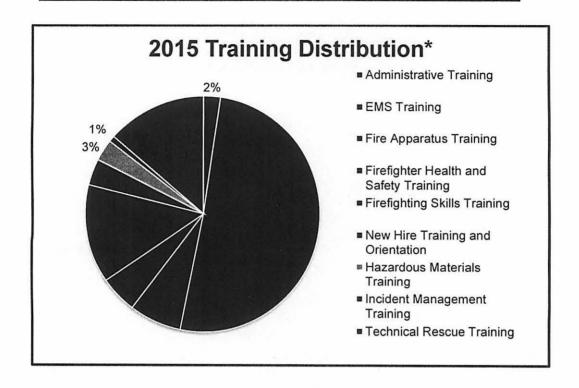
and monitored compliance with mandatory training requirements. Training for the department is coordinated through Battalion Chief Keith Risse. One of the ways the Sheboygan Fire Department works to maintain cost effective training is through the development and utilization of in-house instructors. These instructors are from both the line and staff of the fire department. Thirteen of

the department's instructors are certified through the Wisconsin State Technical College System in various areas including Emergency Medical Services, Technical Rescue, Firefighting, and Incident Management. Where no qualified instructor is available from within the department, the department will occasionally send an individual to train-the-trainer education for that topic, or an outside instructor is brought to the department.

The following is a partial list of the major training topics delivered in 2015:

- Narrative/Report Writing
- Bloodborne Pathogens Training
- Rope Rescue Training
- Rapid Intervention Team Training with Haven Fire Department
- Confined Space Rescue Training
- Natural Gas Emergencies Training with WPS
- Electrical Emergencies with Alliant Energy
- Vehicle Extrication
- Fire Prevention Code Review
- New Apparatus Orientation with Pierce Manufacturing
- Radio Communication Training with Combined Dispatch Center
- **EMT** and Paramedic Refresher Training
- **CCR** Recertification





CATEGORY	TOTAL HOURS
Administrative Training	192
EMS Training	4211
Fire Apparatus Training	589
Firefighter Health and Safety Training	425
Firefighting Skills Training	1118
New Hire Training and Orientation	297
Hazardous Materials Training	245
Incident Management Training	68
Technical Rescue Training	1137
TOTAL TRAINING I	HOURS 8282

^{*}Training numbers are from Emergency Reporting Training 3.0 Module for 2015

Retirements in 2015*



FEO WALLACE ENDSLEY



FEO ANDREW HEYN



FF STEVE KLOKOW



CPT TERRY SOERENS



FEO TERRY RISSE



FEO BRIAN SCHNELLE

Promotions in 2015



CAPTAIN TIMOTHY KOHLBECK



LIEUTENANT CHASE LONGMILLER



LIEUTENANT JAMON INGELSE

^{*}Firefighter/Paramedic left the Sheboygan Fire Department to pursue other employment opportunities in 2015.

New Employees



FIREFIGHTER/PARAMEDIC ADAM GRANDLIC



FIREFIGHTER/PARAMEDIC ALEXANDER EBERT



FIREFIGHTER/PARAMEDIC RYAN SHAW

In Memoriam



Robert Chuvan

Born: 1925 Appointed: 1948 Retired: 1985

Retired a Lieutenant

Returned to Quarters: 2015



Richard Ronk

Born: 1929 Appointed: 1958 Retired: 1984 **Retired a Captain**

Returned to Quarters: 2015

Thank you to Asher Heimermann of Incident Response for his photographs that appear in this annual report.



R. O. No. - 16 - 17. By FIRE CHIEF. June 20, 2016.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing January 1, 2016, and ending March 31, 2016.

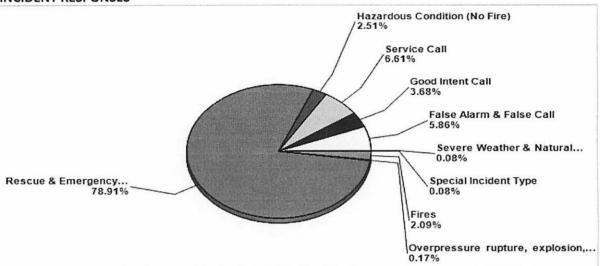
PP+5

Fire Chief

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 1/1/2016 - 3/31/2016

INCIDENT RESPONSES



INCIDENT TYPES	2016	2015
Fires	25	27
Overpressure rupture, explosion, overheat - no fire	2	0
Rescue & Emergency Medical Service	943	957
Hazardous Condition (No Fire)	30	33
Service Call	79	75
Good Intent Call	44	54
False Alarm & False Call	70	52
Severe Weather & Natural Disaster	1	0
Special Incident Type	1	0
TOTAL	1195	1198

1ST QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2016	2015
Out of City	5	2
Station 1	338	349
Station 2	243	254
Station 3	278	282
Station 4	198	179
Station 5	133	132

1ST QUARTER FIRE LOSSES

-0: Q0/M:-III 1000010			
THE RESERVE TO STREET, STREET	2016	134	2015
Number of Incidents	18		14
Total Property Loss	\$ 117,800.00	\$	65,700.00
Total Content Loss	\$ 64,790.00	\$	24,850.00
Total Losses	\$ 182,590.00	\$	90,550.00
Average Loss	\$ 10,143.00	\$	6,467.00



R. O. No 16 - 17. By CITY CLERK.	June	20,	2016.
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Submitting a communication from Jaclyn Quasius, Brat Days 2016 Administration Chairman, requesting the review and approval of the operating hours for our annual Brat Day's Festival located at Kiwanis Park from August 4 through August 6, 2016.

Pub. WICO.

City Clerk



June 3rd, 2016

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

To Whom It May Concern:

Upon receipt of this letter, the Sheboygan Jaycee's are formally requesting the review and approval of the operating hours for our annual Brat Day's festival located at Kiwanis Park. This year's festival will be from Thursday, August 4th, 2016 through Saturday, August 6th, 2016. We are requesting the same hours that we have had approved for Brat Days in 2015. The following table summarizes our request:

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

The hours of operation that were in place the last few years were very successful, and we do not anticipate anything but the status quo going into 2016. I have contacted the Sheboygan Police Department regarding this request and Chief Domagalski will be sending a letter expressing his support.

The benefits of these hours of operation include:

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

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

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

Sincerely.

Jaclyn Quasius

Brat Days 2016 Administration Chairman



R. O. No. _____ - 16 - 17. By BOARD OF MARINA, PARKS AND FORESTRY COMMISSION.

June 20, 2016.

Submitted is a recommendation from the Board of Marina, Parks and Forestry Commission regarding the Urban Forest and Emerald Ash Borer Management Plan.

The Commissioners reviewed the Urban Forest and Emerald Ash Borer Management Plan as submitted by Bluestem Forestry Consulting, Inc. The plan offered three scenarios for the management of ash trees. Scenario Number Two consists of treating 2,800 ash trees over the next three years and removing 2,750 ash trees over the next four years. The plan suggests and provides budget estimates for tree planting, treatment and additional employees.

The Commissioners recommend following Scenario Number Two for the treatment and removal of City ash trees.

Pub WKs.

Board of Marina, Parks and Forestry Commission

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Urban Forest and Emerald Ash Borer Management Plan

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: June 14, 2016 MEETING DATE: June 28, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item:

N/A

Budget Summary:

Forestry

Wisconsin Statutes:

N/A

Budgeted Expenditure:

Five year expense

Municipal Code:

N/A

Budgeted Revenue:

Five year expense

BACKGROUND / ANALYSIS:

Bluestem Forestry Consulting, Inc. was hired by the city to write an Urban Forest and Emerald Ash Borer Management Plan.

STAFF COMMENTS:

The plan offers three scenarios for the management of ash trees. Staff is suggesting Scenario number two. Scenario number two consists of treating 2,800 ash trees over the next three years and removing 2,750 ash trees over the next four years.

The plan suggests and provides budget estimates for tree planting, treatment and additional employees.

The Marina, Parks and Forestry Commission passed a motion of recommendation to accept the attached document as the City of Sheboygan's Urban Forest and Emerald Ash Bore Management Plan and recommend following scenario two for the treatment and removal of city ash trees.

ACTION REQUESTED:

Motion to recommend to the Common Council to accept the attached document as the City of Sheboygan's Urban Forest and Emerald Ash Bore Management Plan and recommend following scenario number two for the treatment and removal of city ash trees.

ATTACHMENTS:

I. Proposed City of Sheboygan Urban Forest and Emerald Ash Borer Management Plan.

CITY OF SHEBOYGAN

Prepared by: Bluestem Forestry Consulting, Inc. May 17, 2016

This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry program as authorized under s.23.097 Wis. Stat.

Urban Forest and Emerald Ash Borer Management Plan

City of Sheboygan Urban Forest & Emerald Ash Borer Management Plan

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Attachment 1: Schedule of Activities & Budget Attachment 2: i-Tree Analysis for All Trees Attachment 3: i-Tree Analysis for ASH Trees Attachment 4: Risk Management Guide

Chapter I. Introduction, Purpose & Executive Summary

Introduction

The urban forest of Sheboygan provides a multitude of aesthetic, economical, and environmental benefits to citizens, businesses, and visitors alike. Beyond shade and beauty, trees also have practical benefits and real monetary value that communities sometimes are unaware of. Sheboygan's urban forest provides valuable public services and is worth millions of dollars. Unlike other public infrastructure components, properly planted and maintained trees increase in value over time.

Based upon existing inventory data, Bluestem Forestry Consulting, Inc. completed this document that makes specific, prioritized recommendations for managing the urban forest resource for 2016-2020. This plan will provide management options that will allow the City to mitigate the disruption to its urban forest caused by the infestation of the Emerald Ash Borer (EAB), while developing a routine forestry program that will help protect and preserve the City-managed trees in a cost-effective and efficient manner.

Purpose of Plan

The purpose of having an urban forest management plan is to ensure that the citizens of City of Sheboygan will enjoy the benefits of trees through proper arboricultural techniques and management practices.

The development of a long-range urban forestry maintenance and management plan based on current research and inventory results will provide the foundation for an ongoing program that will result in a healthier and safer community. In particular, a management program can be used to monitor trees for safety risks on a continual basis, will help reduce storm damage, allow work to be executed more efficiently, and establish and prioritize annual budgets.

The plan is based on the most recent scientific studies and recommendations from key partners and multiple state and federal agencies. As this is a living document, updates to this plan will should made as new information and recommendations are released.

Executive Summary

Important points of the inventory and current tree management program include:

- A total of 22,154 trees appear in the most recent tree inventory.
- 5,139 trees (23.2%) are ash and are susceptible to Emerald Ash Borer. EAB was confirmed in Sheboygan in March 2016.
- The largest tree genus (family) occurring in Sheboygan is maple which represents 35.8% of the total population, followed by ash. Ideally, the forest should be comprised of not more than 5% of any one species and 10% of any one genus.
- Chemical treatments to prevent infestation of EAB on ash trees are very effective. The recommended treatment for ash is TREE-äge. The manufacturer label recommends treatments on a 2 year cycle, but research has shown it is effective for a 3 year cycle, allowing each tree to be treated every-third year.

This plan recommends removing 90 ash initially that are either in 'dead' or 'poor' condition. Three scenarios are
presented for ash management beyond these initial removals. These scenarios include:

Remove all remaining 5,049 ash
Chemically treat 2,800 ash over 12" in diameter (55.5%) & remove 2,249 ash that are 0-12" in diameter (44.5%)
Chemically treat 4,276 ash over 6" in diameter (85.0%) & remove 773 ash that are 0-6" in diameter (15.0%)

- Wood disposal options have been thoroughly researched and it is possible to re-purpose trees boles that have been removed.
- Four additional employees are recommended to manage ash and address routine tree management duties.
- The Superintendent of Park & Forestry and Director of Public Works will be responsible for the implementation of this
 plan.
- A companion document reports on findings and recommendations of the planting site inventory that was completed in the fall of 2015.
- An i-Tree analysis found that trees contained within the tree inventory contribute \$3.1 million in benefits per year.
 These benefits include: stormwater runoff reduction, carbon dioxide reduction, energy savings, property value increase and air quality improvement.
- Based upon projected budgets, there will be approximately 1,250 trees removed annually for the next few years. This
 accounts for 'regular' tree removals as well as 750 ash removals. That quantity of removals may warrant the purchase
 of a log truck and an additional chipper.

Chapter II. Tree Inventory & i-Tree Analysis Findings

The first and most important step in managing a community's urban forest resource is to conduct a tree inventory. A tree inventory is the process of counting, characterizing, and recording information about the public trees that make up the publicly owned urban forest. It is a useful tool that documents important information related to the trees.

Documentation is useful for identifying trees a community is responsible for maintaining. This information can then be used to identify areas of susceptibility (i.e. high ash component), low species diversity (species and/or age), and future planting opportunities. The information can also be used to document a risk assessment program where trees prone to failure are identified and can be preemptively dealt with. Additionally, in the case of an accident, being able to produce a risk assessment and work history log indicates the community's active role in maintaining safe trees. The ultimate goal of an inventory is to provide information essential to developing a community urban forest management plan that provides direction for urban forestry initiatives.

A simple tree inventory was provided to Bluestem Forestry Consulting Inc. for purposes of the development of this plan. Three important pieces of data were included in this inventory including: species/family, diameter at breast height (dbh) and tree condition. This data is seven years old and while helpful, is likely to be somewhat out-of-date. For example, Bluestem has found that most trees grow between 0.5-1.5" in dbh annually. It is strongly recommended that Sheboygan complete a complete re-inventory of trees located on street rights-of-way, in City Parks and other City owned properties as soon as possible. This task will cost approximately \$125,000. A re-inventory will provide more accurate data and because Sheboygan will be removing and/or treating a large number of ash beginning in 2016 it is imperative that the City know not only the current state of the ash population, but the state of all trees for the purposes of risk management and routine maintenance.

Bluestem completed a planting site inventory that located available planting sites located within city street rightsof-way. Findings and recommendations of the planting site inventory can be found in the companion document "Planting Site Inventory, Findings & Recommendations."

Species Composition and Diversity

Fifteen major tree types were identified within Sheboygan's urban forest. Three genera are over-represented. Ideally, the forest should be comprised of not more than 5% of any one species and 10% of any one genus. For illustration, maple is considered a genus and includes each different type of maple. Each type of maple such as sugar maple is considered a species. The three genera over-represented are maple, ash, and basswood/linden. Limited species distribution could result in a population crash if an insect or disease were to attack any one particular species.

Similar to Dutch elm disease which destroyed American elms in the 1970-1980's, the emerald ash borer (EAB) is fatal to ash trees. The City has 5,139 ash trees (23.2% of its public tree population), all of which are threatened by EAB. EAB planning recommendations appear in the next section of this plan.

The distribution of trees by major tree types and species is shown in following table.

TREE TYPE SUMMARY TABLE - TOP 5			
Genus	Count	Percentage of Total Population	
Maple	7,921	35.8%	
Ash	5,139	23.2%	
Linden/Basswood	4,299	19.4%	
Ornamental Tree	1,160	5.2%	
Oak	616	2.8%	

This table illustrates how limited tree diversity is in Sheboygan. It is imperative that many different species of trees are planted. Maple and linden should be planted in very special circumstances only. Ash should not be planted for any reason. Sheboygan does have a fair number of streets with overhead power lines and/or streets with narrow boulevards where small or medium sized trees will need to be planted. These conflicts will limit the number of large canopy trees that are planted. It is critical that whenever possible, large shade trees are planted. Do not plant medium or small sized trees where large trees will grow. Canopy provides the ecological and environmental services that improve livability within a city.

Size Distribution

To optimize the value and benefit of the urban forest, an uneven-aged population is desired to allow allocation of annual maintenance costs uniformly over many years and to assure continuity in the overall tree canopy. A desirable distribution in a community's forest is to have a high proportion of young trees to offset establishment and age related mortality, while the percentage of older trees declines with age. This "ideal", uneven distribution suggests the largest fraction of trees (40% of the total) should be young, with diameters less than 8" in DBH, while only 10% should be in the large diameter classes (>25" DBH). The following chart illustrates size distribution based upon current inventory data.

Existing %	Existing Size Classes	Ideal dbh*	Ideal %**
17.8%	0-6"%	0-8"	40.0%
28.7%	6-12"%	9-16"	30.0%
53.5%	12"+%	17-24"	20.0%
		25+"	10.0%

While it is difficult to interpret the data accurately because the size classes currently recorded are narrow and differ, it is believed that the current population is top-heavy, meaning that the large size classes are over-represented. Small size classes appear to be under-represented. The City is actively considering a large scale tree planting operation. This is strongly recommended.

i-Tree Analysis

An i-Tree analysis was completed using existing tree inventory data. The analysis concluded that public trees in Sheboygan contribute \$3.1 million in benefits annually!

i-Tree is a state-of-the-art, peer-reviewed software suite from the USDA Forest Service that provides urban forestry analysis and benefits assessment tools. The i-Tree Tools help communities of all sizes to strengthen their urban forest management and advocacy efforts by quantifying the structure of community trees and the environmental services that trees provide.

Benefits calculated include:

- Stormwater Runoff Reduction Trees reduce stormwater runoff and improve water quality. Stormwater runoff reduction benefits derived from Sheboygan street trees = \$931,298.
- Carbon Dioxide Reduction Trees reduce atmospheric carbon dioxide by capturing and storing carbon dioxide as they grow. Benefits = \$115,812
- Energy Savings Trees save energy by reducing the demand for energy to heat and cool buildings. Benefits = \$840,140
- Property Value Increase Trees improve property values and beautify our communities. Benefits = \$1.1 million.
- **Air Quality Improvement** Trees improve air quality by trapping particulates, absorbing gaseous pollutants and releasing oxygen. Benefits = \$143,585.

i-Tree allows quantifiable dollar figures and numbers from environmental benefits to be determined from tree populations. A benefit of \$3.1 million annually is a terrific contribution to the Sheboygan community. And it need not be stated that as a community located on the shore of Lake Michigan these benefits are very important, particularly the stormwater runoff reduction.

The full analysis can be found as attachment 2.

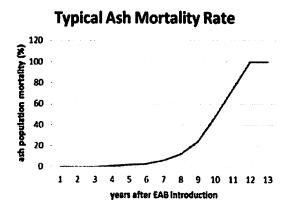
Chapter III. Emerald Ash Borer Planning

The Emerald Ash Borer (*Agrilus planipennis*) is an exotic pest native to Asia that was identified in southeastern Michigan near Detroit in the summer of 2002. The adult beetles munch on ash foliage but cause little damage. The real damage is caused by the EAB larvae that feed on the inner bark of ash trees, disrupting the tree's ability to transport water and nutrients. It is suspected that the insect was initially introduced to the United States via solid wood packing material carried in cargo ships or airplanes originating in its native Asia.

Unaided, the beetle is thought to move slowly through the landscape, approximately one mile annually, though the rate of spread varies by insect and host tree abundance. However, humans greatly accelerate the spread of the insect by moving infested nursery stock, firewood and logs to un-infested areas.

With the find of EAB in Sheboygan in March 2016, implementing management strategies will be essential in maintaining the urban forest canopy level and health. With no specific strategy or budget in place for managing EAB, Sheboygan has the opportunity to explore and select management option(s) that will provide the most economic benefit while increasing public safety.

To date, no community in North America has successfully eradicated EAB once detected. Symptoms of EAB are slow to appear, making initial infestations hard to detect. As shown in in the figure below, once EAB has been found, it is usually estimated that it has been present for 3-5 years. As the insect population builds, EAB eventually infests and kills all species and varieties of ash trees in the area. It is believed that Sheboygan is at year 4-5.



One of the first questions that arise when a community is making decisions regarding EAB is whether to maintain an ash component within their public urban forest. Any untreated tree can be expected to die. The options that exist are to remove all ash, save all ash with chemical treatment or treat a portion/remove a portion. There are pros and cons to each choice:

Removing all ash from the public forest:

Pro: Costs are definitive and finite Con: High initial cost

Pro: No long term chemical treatment costs
Pro: Diverse # of species replanted
Con: A unique species is lost to the forest
Con: Mature trees are replaced with small trees

Con: Public sentiment against removal

Save all ash thru the use of chemical treatments:

Pro: Ash remains a component of forest
Pro: Public is generally supportive
Con: Long term treatment costs may be incurred
Con: Potential environmental effects unknown

Pro: Large trees continue contributing to forest Con: Some ash may need to be removed for other reasons

Remove a portion of trees and treat a portion of trees:

Pro: Ash remains a native component of forest Con: Long term treatment costs may be incurred Pro: Reduces high initial removal costs Con: Public disapproval of decision criteria

Pro: Only trees in good condition retained

The City of Sheboygan's most reasonable approach is to preserve a portion of ash trees and remove a portion. The following chart depicts three scenarios that were developed for the City based on interviews with staff. It was determined that 90 ash trees should be removed from the population because they represent a too-high risk based upon current condition.

An i-Tree analysis was completed on ash alone to highlight the good work public ash do in the community. They provide \$631,294 in benefits annually. This graphic can be found as attachment 3.

Scenario #1: REMOVE ALL ASH Trees to be removed: 5049				
DBH	# of Trees	Days per crew to remove/4 person crew	Cost of treatment for one cycle (every 3rd year)	Days per crew to treat or grind/2 person crew
0-6	773	64 days per crew	\$0	
6-12	1476	246 days per crew	\$0	
12+	2800	933 days per crew	\$0	
Stump Grind	5049	n/a	n/a	504 days per crew

TOTAL STAFF-DAYS REQUIRED: 5,980

TOTAL CHEMICAL COST: \$0

Scenario #2 (SAVE ASH >12") Trees to be removed: 2,249 Trees to be preserved: 2,800				
DBH	# of Trees	Days per crew to remove/4 person crew	Cost of treatment for one cycle (every 3rd year)	Days per crew to treat or grind/2 person crew
0-6	773	64 days per crew	\$0	
6-12	1476	246 days per crew	\$0	
12+	2800	n/a	\$37,800*	80 days per crew
Stump Grind	2249	n/a	n/a	224 days per crew

TOTAL STAFF-DAYS REQUIRED: 1,848
TOTAL CHEMICAL COST**: \$37,800

Scenario #3 (SAVE ASH >6") Trees to be removed: 773 Trees to be preserved: 4,276				
рвн	# of Trees	Days per crew to remove/4 person crew	Cost of treatment for one cycle (every 3rd year)	Days per crew to treat or grind/2 person crew
0-6	773	64 days per crew	\$0	
6-12	1476	n/a	\$33,210*	42 days per crew
12+	2800	n/a	\$37,800*	80 days per crew
Stump Grind	773	n/a	n/a	77 days per crew

TOTAL STAFF-DAYS REQUIRED: 654
TOTAL CHEMICAL COST**: \$71,010

For the purposes of this plan, scenario two was chosen as the best option. The reasons for removal and treatment are based upon common sense and reasonable expectations.

^{*}this will be an annual cost of chemicals (emmemectin benzoate) to treat each tree every third year

^{**}cost of equipment for injecting is \$1,700

Remove the 90 ash trees identified as 'dead' or 'poor' in the inventory. The most logical method to reduce ash volume initially is to remove ash trees identified through the inventory as in need of removal. The trees on this list have a significant defect that presents a high risk. Any tree, which has the potential to entirely or partially fail and impact a target, can be considered a higher risk. A target can be a person, vehicle, building or any place where people gather (Source: Urban Tree Risk Management Guide, USDA Forest Service: www.na.fs.fed/us/spfo/pubs/uf/utrmm). There are 90 ash in this condition and they are being removed as a part of the risk tree removal.

Remove and replace small diameter ash trees. According to current research, chemical treatments to preserve ash will need to continue for the lifespan of the tree. When treatment stops, the tree begins to die. Smaller diameter trees are typically not worth preserving for a variety of reasons.

- They may require treatments for many decades
- They contribute less overall benefits than large diameter trees
- Removal with immediate replanting results in less impact than would removing a very large tree

For these reasons, removal of small diameter ash (1-12") are recommended for removal and replanting. There are 2,249 ash (44.5%) of this size in Sheboygan. These should be scheduled for removal and replanting over the course of three years beginning in 2016. Presently, this plan recommends removing 1/3 of the recommended ash removals each year for the next three years. If the insect appears to be moving more quickly than this, the removal schedule may need to be accelerated.

Chemically treat all other ash. After removals, 2,800 public ash (55.5%) will remain in the population. These trees are larger diameter (≥12") ash. These are the trees that should be targeted for preservation. Treatment should be started immediately with treatment of 1/3 of the population each year beginning in 2016. Again, this plan recommends treating 1/3 of the recommended ash treatments each year for the next three years. If the insect appears to be moving more quickly than this, the treatment schedule may need to be accelerated.

The most common treatment, TREE-äge (emmamectin benzoate) is injected. This trunk injected insecticide is recommended by the manufacturer for treatment every-other year, but research has shown it is effective for every-third year application. They can only be applied by a certified applicator, but are extremely effective for larger diameter trees. Procedures for application including rate and timing must be followed closely.

When considering insecticide control options, some of the highlights are:

- Research has shown that insecticides can effectively and consistently protect even large trees from EAB, even under intense pest pressure.
- Recent economic analyses have concluded that treating landscape ash trees with effective systemic insecticides is much less costly than removing trees.
- An effective insecticide may stop additional damage, but it cannot reverse damage that has already
 occurred. Therefore, the best control can be achieved when insecticide treatments are started before the
 tree is infested or in the earliest stages of infestation before visible symptoms are present.

Treatments are meant to be evaluated after each treatment cycle (2 years). A treatment program is not envisioned to last 30 or even 20 years. It is meant to provide a more gradual transition towards the disappearance of ash in Sheboygan public spaces.

Insecticide treatment options information can be found at: http://www.emeraldashborer.info/files/multistate_eab_insecticide_fact_sheet.pdf.

EAB Regulations for Quarantined Areas

In order to prevent further spread of EAB through artificial (human assisted) means, the following materials are regulated in quarantined areas:

- Ash trees, limbs, branches, and roots
- Ash logs, slabs, or untreated ash lumber with bark attached
- Cut firewood of all non-coniferous species
- Ash chips and ash bark fragments larger than one inch in two dimensions
- Mixed wood residue that may contain ash
- Any wood items which could harbor living EAB eggs, larvae, or adults and thus transmit an infestation.

USDA- APHIS will primarily regulate interstate movement of regulated materials. DATCP will regulate intrastate movement of regulated materials. In addition, DNR Conservation Wardens have the authority to issue citations for quarantine violations through NR40 (Wisconsin's Invasive Species Identification, Classification and Control Rule). While movement of regulated material anywhere within a quarantine area is legal, caution should be placed on the movement of material across large expanses of the quarantine to limit any further spread of EAB. Quarantines will primarily affect nurseries, firewood dealers and users, and mills. DATCP will work with affected industries and communities to minimize the impacts. Compliance agreements are the most common tool used to allow industries to conduct business and move affected material while protecting areas of the state not yet affected by EAB. Compliance agreements allow for the movement of regulated material from guarantined areas to non-quarantined areas from October 1 to March 31 and require all material to be processed according to legal specifications by April 30. Under this treatment schedule, all life stages would be destroyed prior to adult emergence. The dates are determined based on the life cycle of EAB. EAB is in its larval stage under the bark of the trees from approximately October 1 to May 1, thus when transporting material during this time spread is minimized. However, due to EAB typically emerging from the trees in its adult "flight" stage between May 1 and September 30, no untreated material can be moved outside quarantine areas during this summer period. For a state extensive look federal and summaries more at both please refer https://datcpservices.wisconsin.gov/eab/index.jsp or contact DATCP officials for further

Wood Utilization Options

The City of Sheboygan currently makes chips available for resident use and delivers boles suitable for firewood to a local vendor. The current vendor does not have capacity for additional wood waste. Several options were researched and it will be possible to dispose of wood waste in an environmentally sound and constructive method.

The two promising methods of wood waste disposal include:

Kettle Morraine Hardwoods - http://www.kmhardwoods.com/ This company currently works with the City of Milwaukee and receives tree wood waste. They will accept all boles in any size, but will not accept brush or stumps. The model developed by KM Hardwoods and Milwaukee should work well in Sheboygan. KM Hardwoods has large dump containers delivered to Sheboygan and the City fills these. As filled, they can be delivered to KM Hardwoods and replaced with empty containers. The only cost incurred by Sheboygan is the cost to transport the containers. This method could be used to dispose of private wood waste as well. Contact

Bob Wesp at 414-520-9378 to further discuss this opportunity. The cost per container is estimated to be between \$300-\$400 each.

Hoppe Tree Service - http://hoppetreeservice.com/urbanwoodlab/ Hoppe Tree Service uses urban wood in fine furniture and other unique applications. They are interested in obtaining wood from Sheboygan, but are unable to accept larger quantities. This is a very innovative project and is repurposing wood in this manner is well - received by the public. Contact August Hoppe for additional information at 414-257-2111.

Other Insects for Consideration

Asian Longhorned Beetle (ALB)

ALB is an invasive insect originally from China that has become a serious problem to trees in certain parts of the United States. The beetle's larvae creates tunnels by girdling stems and branches on trees. The insect has been reported to have entered the United States via wood packing materials originating from China.

Although ALB seems to prefer maple species (*Acer* spp.) in the United States, it has also been found in horsechestnut/buckeye species (*Aesculus* spp.), alder species (*Alnus* spp.), birch species (*Betula* spp.), poplar species (*Populus* spp.), willow species (*Salix* spp.), and elm species (*Ulmus* spp.). This list in not conclusive since a complete list of host trees in the U.S. has not been determined.

The adult beetles are persistent from July to October, but can be found later in the fall if temperatures remain warm. After adults emerge from their larvae tunnels, they bore another tunnel through wood, creating a round exit hole in the tree bark. Adults generally remain on or around the trees they originated from, only traveling short distances to feed and reproduce.

At present ALB has not been found in Wisconsin. For more information on the identification and management of ALB please refer to http://asianlonghornedbeetle.com/.

Other Diseases for Consideration

Oak Wilt (OW)

The disease is caused by the fungi *Ceratocystis fagacearum*, which attacks the water-conducting (vascular) system of trees. A tree responds by blocking its vascular system to contain the disease and, in doing so, cuts off the water supply to its leaves.

Oak wilt can be spread by insects that carry the pathogen on their bodies from an infected tree to an uninfected tree. It also spreads via the vascular system of grafted roots of adjacent trees. If the disease is allowed to progress, it will spread to healthy oaks that are connected by the roots (root grafts) to the diseased trees. In forested areas where oak is common and root grafting is widespread, an ever-widening pocket of dead oaks will form. Where oak is mixed with other species and is a minor part of the forest, oak wilt will spread slower and may actually stop where roots are not grafted. New pockets of dead oak may also be formed by sap-feeding beetles spreading oak wilt above ground.

In urban areas oak trees are most easily infected by overland spread in the springtime, from bud swelling until two to three weeks past full leaf development. The Wisconsin Department of Natural Resources recommends that you avoid pruning, cutting, or wounding oak trees April through July (April, May, June, and July) in urban areas. Observations and unpublished research have shown that overland infection can occur after July, yet these mid-summer through early fall infections are not common. To take a very cautious approach, do not prune

or otherwise wound oaks from April to October. In some years, spring comes much earlier. If daytime temperatures begin to reach the 50-degree mark, stop pruning oak at that time, even if it is still the middle of March.

The first signs of OW occurs when leaves in the upper crown turn a dull green, bronze, or tan beginning at the leaf margin. Soon after, the leaves will drop off with various degrees of discoloration. Brown streaks develop in the new sapwood. Trees in the red oak group are not known to recover once infected. The white oak group varies in species resistance to OW, but they usually die slowly over a period of several years.

Chapter IV. Staffing, Equipment & Budgets

Sheboygan has the benefit of some quality equipment for tree work. They are able to use a loader, tandem trucks, 2 bucket trucks, chippers, stump grinders and a variety of saws and safety gear. The only significant piece of forestry equipment lacking is a log truck or similar. Based upon projected budgets, there will be approximately 1,250 trees removed annually for the next few years. This accounts for 'regular' tree removals as well as 750 ash removals. That quantity of removals may warrant the purchase of a log truck and an additional chipper. Work will need to be very efficient to stay on schedule and these pieces of equipment will assure that occurs.

The two biggest hurdles Sheboygan faces is budgeting and staffing. A schedule of activities can be found as attachment 1. It details activities, cost and staff time for activities for the next five years. Following this schedule will get Sheboygan through the worst of the EAB crisis and start them down the path of routine maintenance. The schedule illustrates how under-staffed and under-budgeted the existing forestry program is to deal with large numbers of ash removals as well as treating the remaining ash.

A summary of the activities is:

Activities to be Completed in 2016.

Complete removals that are 'dead' and 'poor' ash (90 trees)

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Remove ash trees (750 trees) (1/3 of projected removals)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 7 FIE

ADDITIONAL CONTRACT & CHEMICAL COST = \$190,300

Activities to be Completed in 2017.

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Remove ash trees (750 trees) (1/3 of projected removals)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 6.5 FTE

ADDITIONAL CONTRACT & CHEMICAL COST - \$190,300

Activities to be Completed in 2018.

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Remove ash trees (750 trees) (1/3 of projected removals)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 6.5 FTE

ADDITIONAL CONTRACT & CHEMICAL COST - \$190,500

Activities to be completed in 2019 & annually thereafter

Routine tree removals (1.5% of population annually) (500 trees)

Pruning 1/8 of population annually (2,750 trees)

Tree Planting (500 trees)

Training prune on newly planted trees (500 trees)

Treat ash for preservation (930 trees) (1/3 of projected)

Stump grinding (1,400 stumps)

Staff training

TOTAL STAFF DAYS - 5.0 FTE

ADDITIONAL CONTRACT & CHEMICAL COST = \$87,800

The department currently has four full-time employees (FTE). This will need to be increased by three additional FTE to help Sheboygan tackle the EAB crisis. Additionally, it is strongly recommended that a dedicated City Forester be hired. The current Superintendent of Parks and Forestry is doing an excellent job, however, when ash related activities begin he will be unable to complete both forestry and parks duties. It is recommended that a 'working' forester be hired. This should be an individual who can both work with the crew and manage forestry activities.

Likewise, the costs above represent additional costs to the program. The current funding must be maintained and increased by the numbers above. As EAB marches across the nation and state, communities are finding

they are simply unprepared to deal with a tree pest of this magnitude. Not unlike Dutch elm disease in the 1970's and 1980's, EAB does represent a crisis that must be managed quickly to ensure the safety of residents in Sheboygan.

Due to the large number of trees being removed and pruned, staff should receive training immediately on proper pruning and tree felling techniques. Each year, staff should receive training on some facet of tree care to continually expand their capabilities. A figure has been included in the budget for this. Staff will be completing most work in-house and training is critical for proper safety and tree care. Some trees may need to be contracted out to a qualified tree care firm if they are unsafe for staff to complete.

Chapter V. Urban Forestry Goals

This plan was the first step towards establishing a defined, efficient forestry program to maximize benefits and minimize costs for the City of Sheboygan. The next step is to identify goals and begin the process of implementation. The primary goals and objectives that have been identified to establish a management program in order of priority are:

GOAL 1: ELIMINATE HIGH RISK SITUATIONS.

Remove high-risk trees. Prune high risk branches.

Remove and manage EAB/ash trees

GOAL 2: ESTABLISH A ROUTINE, COMPREHENSIVE URBAN FORESTRY

PROGRAM FOR A HEALTHY FOREST

Perform yearly tree inspections/Evaluate risk management program.

Perform training prunes.

Perform routine pruning and removals.

Plant high quality trees with low maintenance requirements.

GOAL 1: Eliminate high-risk situations.

The first and foremost objective of any municipality entrusted with the responsibility of an urban forest is the safety of its residents and visitors. Until a safe environment has been attained, no other objectives can be tackled. The following is a prioritized list of actions that need to be taken to eliminate the high-risk situations identified during the inventory:

Remove High Risk Trees

Tree removals are an integral part of a sound forest management program. Removals are as necessary to the urban forest's life cycle as are tree plantings and maintenance. Removals do, at times, stimulate a public reaction because people grow attached to the trees in the vicinity of their homes. Nevertheless, a successful urban forestry program demands that a removal policy be adopted and applied uniformly throughout the City. A clear policy provides coherent guidelines to enable City officials and crews to make informed, defensible, consistent removal decisions. Furthermore, such a policy can help allay public concerns about tree removals. The City's potential losses from liability claims are also reduced due to healthier and lower risk trees.

The goal of a removal plan is to develop a comprehensive risk reduction program that will guarantee the timely removal of high risk or potentially high risk trees as well as to heighten awareness of hazard abatement procedures.

There are three important reasons for establishing a strong removal policy. The first is to maintain safe public areas by reducing potentially high-risk trees and the liability associated with them. Secondly, the removal of dead and declining trees allows the urban forest manager to make room for new, diverse plantings which in turn increases the overall health of the community forest. Thirdly, it is more cost effective to maintain healthy trees rather than decadent, senescing, over mature trees.

In Wisconsin, municipal governments have a legal duty to exercise reasonable care to protect the general public from foreseeable hazards. To minimize the liability associated with trees in high use areas, such as urban streets and parks, land managers must demonstrate reasonable care in maintaining these trees. Political pressure, inadequate time, untrained staff and inadequate funding are not valid reasons for inaction and may potentially leave the City liable should there be no designated risk tree removal program showing the effort to reduce the number of these trees.

Based on the inventory data, Bluestern estimates that 90 trees should be immediately removed from the existing tree population. The City routinely removes approximately 500 trees per year (1.5% of the total population) that become unsafe or are an obstruction in some way. Additional removals are recommended due to EAB, causing the total number of removals recommended in 2016 to be around 1,400 trees. This plan recommends removing 1/3 of the recommended ash removals each year for the next three years. If the insect appears to be moving more quickly than this, the removal schedule may need to be accelerated.

Several factors can assist with prioritizing tree removals and management:

- 1. Utilize the Risk Management Guide (attachment 4). This guide is a step-by-step system for evaluating risk within the population. This guide was utilized during the inventory fieldwork and is a good guide for the City to use for day-to-day duties. For example, several steps are listed for tree evaluation. One step is to 'Identify Problematic Conditions'. The inventory identified a condition rating for each tree inventoried. Poor and dead trees need to be prioritized for removal. Other steps include identifying problematic species, diameters and defects. Some problematic species include willow and boxelder. These trees are typically weak wooded and tend to fail more often than other species such as oak. Problematic diameters include larger diameter trees. A 2" dbh dead tree poses minimal risk, while a 30" dead or very poor condition tree poses a very high risk. Target and location are also important factors to consider when prioritizing removals. Playgrounds and busy streets where pedestrians and vehicles frequent should receive higher priority than streets with wooded/naturalized rights-of-way. The combination of these factors should be used to determine the order in which trees need to be removed.
- 2. Prioritizing Funding. The safety risk of failing trees cannot be over-stressed. Staff time and funding needs to be prioritized to maximize public safety and reduce tree-related liability. The frequency of other non-safety tasks should be reduced so that staff can dedicate more time to pruning and removals? Will a reduced mowing schedule endanger residents? Will a 32" silver maple with a trunk cavity endanger residents? Again, a complete tree re-inventory is recommended. A new inventory should include much more specific information that will help Sheboygan determine risk more accurately.

A "high risk" is any tree or tree part that demonstrates a high risk of failure or fractures which would result in damage or injury to people or property. Usually, high-risk trees demonstrate visible defects.

There are two distinct aspects to the definition of a high risk tree: 1) a physical defect within a tree that increases its potential for failure, and 2) the proximity of the tree to people or property that increases the likelihood of personal injury or property damage. A decaying tree in the middle of the Chequamegon National Forest may have a potential for failure, but the chance that tree will cause personal injury is remote. However, that same tree located at a park in Sheboygan, should be considered a high risk because of its urban location.

One task of the urban forest manager is to anticipate tree failures before they occur. There are no absolutes in determining risks - only sound judgment based on experience at recognizing structurally unsound trees.

The number of trees marked for removal within a given year further describes a forest system's health, although in some instances trees need to be removed for reasons unrelated to health. The objective is to eventually have no City trees with a condition rating lower than fair.

The risk assessment that Sheboygan should use to evaluate trees was created by the International Society of Arboriculture. It is titled A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas, 2nd Edition by Nelda Matheny and James R. Clark. This can be purchased for \$45.00 at 1-888-472-8733. Additional resources include the US Forest Service's "Urban Tree Risk Management" guide. This is available at no charge from the WI DNR regional urban forester.

When a tree has been identified for removal or priority pruning, it may indicate an underlying deficiency. For this reason, all trees scheduled for removal need to receive a thorough inspection twice a year (once with the leaves on and once without the leaves) until the tree has been removed or the hazard has been eliminated.

City policy should require tree pruning and removal in accordance with national industry standards. Standardsbased specification are commonly used when municipalities hire a contractor or purchases materials, but should also be applied to all work completed by staff. Industry standards and specifications include current editions of:

- ~ American National Standard for Safety in Tree Care Operations, ANSI Z133 (current revision). Can be purchased at: http://www.treecareindustry.org/public/gov_standards_z133.htm
- ~ American National Standard for Tree Care Operations Tree, Shrub and Other Woody Plant Maintenance Standard Practices, ANSI A300 (current revision). Can be purchased at: http://www.tcia.org/standards/A300.htm

A notification procedure should be enacted to alert nearby residents of the impending removal. Not only does this alert them to the high risk situation, it helps residents feel involved in the decision and gives them time to adjust to the loss of the adjacent tree. The tree can be "marked" and give the nearby homeowner written notification explaining why the tree is being removed, how the removal will be performed, when the removal will begin and if replanting will occur. Include a phone number to be contacted for any additional questions or concerns. By performing this pre-emptive task the City will find better compliance, cooperation and support from residents regarding the City's forestry program activities. Ordinances are currently undergoing revisions and will likely include a notification procedure.

Prune High-risk Branches

Often a tree may need to have a high risk branch pruned. These may be trees with obvious risks such as branch cavities, hangers or significantly sized deadwood. These trees should be pruned immediately as they present a great danger. The inventory did not identify trees with this need, but often residents will phone in a problem or the crew will note the problem as they travel throughout the community.

Manage Ash Population

Ash management strategies are a very large concern in Sheboygan. Please see Chapter III for a detailed discussion of these recommendations.

GOAL 2: Establish a routine, comprehensive urban forestry program for a healthy forest.

Systematic maintenance of existing trees is important for three reasons: safety, cost savings and aesthetics. Maintained trees have a greater lifespan and provide greater canopy benefits than trees that are not maintained. Proper maintenance can also reduce removal and replanting costs. With limited budgets and time, it is necessary to prioritize actions. High-risk tree situations should always be eliminated first (Goal 1) and then routine maintenance should proceed. The following routine objectives are listed from highest to lowest priority.

Perform Yearly Tree Inspections & Evaluate the Risk Management Program

It is important that all of the street and park trees in the City get a yearly inspection. Trees that have been identified during the inventory as needing immediate action should receive an inspection at least twice yearly. Complete this inspection once with leaf cover and once without until the hazard has been eliminated or the situation resolved. Additionally, all large diameter trees need an extra inspection after storms. If any hazards are identified, the situations need to be corrected immediately, and then continue with the list of routine maintenance.

It is important that an ISA Certified Arborist complete all tree inspections (greater than 6" in diameter).

Seven factors should be considered when evaluating trees:

Factor	Considerations
Crown Development	Characteristic of species and well balanced
	Branching throughout entire upper 2/3 of trunk area
	Lacking full crown
Trunk	One central leader is desired
	No defects
	Missing sections of bark
	Extensive decay or hollow
Major branch structure	Evenly distributed braches
	Structurally important branches not dead or broken
Twig growth rate	Typical for species and age
	Growth rate reduced
Foliage	Normal size and color
	Small leaves with deficiencies
Insects & Disease	No apparent problems
	Severe infestation
Roots	Extensive root loss
	Stem girdling roots present
	Trunk flare present indicating proper planting depth

An excellent resource guide is "How to Recognize Hazardous Defects in Trees" published by the USDA Forest Service (Guide # NA-FR-01-96). This can be found at: http://www.na.fs.fed.us/spfo/pubs/howtos/ht_haz/htm

To reduce high-risk situations within Sheboygan, a qualified forester/ISA Certified Arborist should evaluate the risk management program annually. The evaluation can be accomplished by following the Risk Management Guide (Attachment 4). This inventory and management plan represents the first comprehensive inventory but is not a substitute for a hazard tree evaluation. This management plan is the first phase of the risk management program.

Perform Training Prunes

Training pruning is the structural pruning of all trees 10 years of age or younger. Some benefits of training pruning include:

- Pruning 2-3 times in the first ten years of a tree's life will reduce 90% of the structural problems the tree will
 ever have.
- This is the easiest pruning to perform due to the small size of the trees.
- Increased safety to both the tree and public due to elimination of sight obstructing branches and less branch breakage from car/truck strikes.
- Training pruning is the most cost effective pruning because it reduces long-term routine pruning costs.
- It is the most economical pruning because an in-house crew can complete it quickly and efficiently.

Trees that are structurally pruned at this stage require much less care as they mature. It is not necessary that they be pruned every year but an every-third year pruning is a good objective. This results in cost savings and still adequately prunes the tree. Staff can complete this task. All of the training prunes can be completed inhouse until they are unable to be reached from the ground or are older than 10 years planted, and then they will be scheduled for routine pruning.

Perform Routine Pruning & Removals

One of the most beneficial and noticeable activities performed in the urban forest is routine pruning. Routine pruning is the cycle of pruning all trees on a rotating basis. Once all of the safety issues have been addressed, all trees 10 years of age or over (approximately 6" or over) need to be placed on a routine pruning cycle. Some benefits of routine pruning include:

- Increased health and viability of trees.
- Fewer tree mortalities and fewer structural deficiencies.
- Reduced liability from potential tree-related injuries or damages to property.
- Increased property values.
- Enhanced aesthetic value.
- Fewer complaints/requests.
- Increased longevity of tree.
- Reduced future costs associated with hazardous limbs and decay.
- Improved cost effectiveness of tree maintenance reducing the need for on-demand pruning and associated staff overtime.

Once risk issues have been resolved and ash management is under way, a feasible routine pruning cycle needs to be established. Industry guidelines are to prune each tree over 6" dbh once every 5-8 years. An eight year cycle is recommended for Sheboygan. Essentially, the City can be broken into eight zones and a different zone has work completed in a particular year. Taking into consideration Sheboygan's current level of stocking, the above mentioned routine pruning cycle of seven years will result in approximately 2,750 trees pruned annually.

Completing one cycle, combined with increased emphasis on training prunes, should greatly reduce the cost and time associated with future routine pruning. If a tree is pruned properly and is on a routine pruning cycle, no limb over 4" in diameter should need to be removed. The best time of year to prune is when the leaves are off the trees. If pruning does occur while the trees have their leaves on, it should be after the leaves have fully expanded and not when they are in the process of forming. Pruning should also be avoided when the leaves are turning colors in the fall and in the process of dropping. All American elms and oaks should be pruned during dormancy.

Another facet of routine maintenance includes 'routine' tree removals. Any given City can expect approximately 1-2% of trees will need to be removed per year due to high-risk situations that develop naturally as the tree population matures. This is in addition to the initial safety removals. In Sheboygan this estimates a total of 500 removals per year. This has also been figured into the schedule of activities that can be found as attachment 1.

Plant high quality trees with low maintenance needs

A planting site inventory was completed in the fall of 2015 and a companion planting document has been produced. Please refer to that document for specific information, but it is important to diversify the urban forest as much as possible. Every effort should be made to continue diversification. Planting many different species and varieties keeps the urban forest healthy and attractive. Ideally, no more than 5% of any one species and 10% of any one genus should comprise the City's trees. It is recommended at present and into the future (next 10 years) that planting of maples should not occur or be very limited due to this genus representing a quarter of the current public tree population.

Many excellent tree planting resources can be found online. A newer publication developed by the WI DNR division of forestry can be found at dnr.wi.gov/forestry/publications/newtreeplanting.pdf. Some planting techniques to utilize include:

All plant quality should follow the <u>American National Standard for Nursery Stock; ANSI Z60</u> (current revision) should be used when purchasing plant material. Can be found at: http://www.isa-arbor.com/education/onlineResources/cad/resources/educ_CAD_DevelopingPlantingSpecifications.pdf

ATTACHMENT 1:

Schedule of Activities

2016 Activities			
Activity	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Tree Removals - All 'dead' trees and 'poor' ash	142	35 days for a 4 person crew	crew averages 4 daily
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	\$150,000 & 100 days administration/inspection	this activitiy is anticipated to be contracted out for 3 years during intensive EAB actions
EAB Activities	n/a	remove 750 trees annually = 83 days (avg 9/day) treat 930 trees annually = \$37,800 & 26 days (2 person)	based upon scenario #2; remove & treat 1/3 of trees per year
Training	n/a	\$2,500	check WAA Fall Conference for potential training opportunities
Stump Grinding	1,400	140 days for 2 person crew	crew averages 10 daily

TOTAL STAFF DAYS	1,634 days (7 FTE)
TOTAL CONTRACT &	
CHEMICAL COST	\$190,300

*Each tree should be evaluated for safety of removal by in-house crew. Contract those deemed unsafe to be completed in-house.

2017 Activities			
Activity	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	\$150,000 & 100 days administration/inspection	this activity is anticipated to be contracted out for 3 years during intensive EAB actions
EAB Activities	n/a	remove 750 trees annually = 83 days (avg 9/day) treat 930 trees annually = \$37,800 & 26 days (2 person)	based upon scenario #2; remove & treat 1/3 of trees per year
Training	n/a	\$2,500	check WAA Fall Conference for potential training opportunities
Stump Grinding	1,250	125 days for 2 person crew	crew averages 10 daily

THE LACT AFF	1,464 days (6.5
HOURS	FTE)
TOTAL CONTRACT	
THE PERSON NAMED IN COLUMN	

2018 Activities			
Activity	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	\$150,000 & 100 days administration/inspection	this activitiy is anticipated to be contracted out for 3 years during intensive EAB actions
EAB Activities	n/a	remove 750 trees annually = 83 days (avg 9/day) treat 930 trees annually = \$37,800 & 26 days (2 person)	based upon scenario #2; remove & treat 1/3 of trees per year
Training	n/a	\$2,500	check WAA Fall Conference for potential training opportunities
Stump Grinding	1,250	125 days for 2 person crew	crew averages 10 daily

TOTAL STAFF HOURS	1,464 days (6.5 FTE)
TOTAL CONTRACT & CHEMICAL COST	\$190,300

2019 & Recurring Activities			
Activity	# of Trees	Contract Cost or Staff Hours Required	Misc. Comments
Tree Removals - Annual (1.5% of population)	500	100 days for a 4 person crew	crew averages 5 daily
Pruning (1/8 of population annually)	2,750	110 days for a 3 person crew	crew averages 25 daily
Tree Planting	500	20 days for a 4 person crew in-house; contract cost is approximately \$100/tree = \$50,000	contract growing is strongly encouraged; crew averages 25 daily
EAB Activities	n/a	treat 930 trees annually = \$37,800 & 26 days (2 person)	continue treating 1/3 of remaining ash annually
Training	n/a	\$2,500	Check WAA Fall Conference for potential training opportunities
Stump Grinding	500	50 days for 2 person crew	crew averages 10 daily
Training Prunes	500	20 days for single crew person	person averages 25 daily

TOTAL STAFF	
HOURS	982 days (5.0 FTE)
TOTAL CONTRACT & CHEMICAL COST	\$87,800

ATTACHMENT 2: i-Tree Analysis for ALL Trees

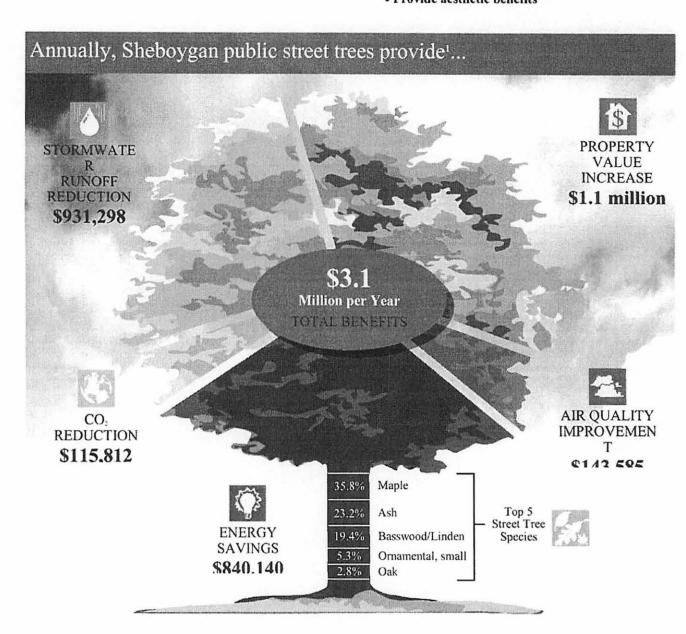
City of Sheboygan

Street Tree Benefits

Sheboygan street trees provide millions of dollars of environmental, economic and aesthetic benefits to the community. Over their lifetime, street tree benefits exceed the costs of planting and care, representing a 300 percent return on investment. Tree benefits increase over time highlighting the importance of not only planting trees, but of providing ongoing maintenance and protection. These benefits are a reminder of the worthwhile investment in our community forestry program.

Trees:

- Reduce stormwater runoff
- · Lower summer air temperatures
- · Reduce air pollution
- · Reduce heating and cooling costs
- Reduce atmospheric carbon dioxide (CO2)
- Enhance property values
- · Provide wildlife habitat
- · Improve health and wellbeing
- · Improve learning and concentration
- · Provide aesthetic benefits





Trees Reduce Stormwater Runoff and Improve Water Quality

Trees reduce peak stormwater runoff and associated pollutants entering local water bodies. Trees reduce stormwater volumes by intercepting a portion of rainfall, which evaporates and never reaches te ground. Tree roots also increase rainfall infiltration and storage in the soil. And tree canopies reduce soil erosion by diminishing the impact of raindrops on barren surfaces.

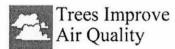
Street trees in Sheboygan intercept 34,365,249 gallons of water annually for a savings of \$931,298.



Trees Reduce Atmospheric Carbon Dioxide

Trees reduce atmospheric carbon by capturing and storing CO_2 as they grow. By reducing demand for heating and cooling, trees indirectly reduce CO_2 by avoiding power plant emissions associated with energy production.

Street trees in Sheboygan capture 9,485,113 tons of atmospheric CO_2 per year. Annual savings including indirect costs are \$115,812. Street trees also store approximately 97,236,186 tons of atmospheric CO_2 for a total savings of \$729,271.



Trees improve air quality by trapping particulates, absorbing gaseous pollutants, and releasing oxygen. By cooling urban heat islands and shading parked cars, trees indirectly reduce ozone levels. The Environmental Protection Agency recognizes tree planting as an ozone reduction measure in state implementation plans.

Street trees in Sheboygan remove 3,195 lbs. of particulate matter, 6,538 lbs. of ozone, 295 lbs. of sulfur dioxide and 1,110 lbs. of nitrogen oxides annually. Total annual savings including indirect costs are \$143,585.

Analysis was conducted using iTree Streets. iTree Streets is a street tree management and analysis tool for urban forest managers that uses tree inventory data to quantify the dollar value of annual environmental and aesthetic benefits. The iTree Suite is a free state-of-the-art peer reviewed software suite from the USDA Forest Service, www.itreetool.org. Tree graphic concept courtesy of City of New York Department of Parks & Recreation.



Trees Save Energy

Trees reduce the demand for energy to heat and cool buildings by providing shade, lowering summertime temperatures, and reducing windspeeds. Secondary benefits are reduced water consumption and pollutants emissions by local power plants.

Street trees in Sheboygan save approximately 3,853 MWH of electricity and 558,835 Therms of natural gas annually for a savings of \$840,140.



Trees Improve Property Values and Beautify Our Communities

Trees are the single strongest positive influence on scenic quality in our community! They increase the attractiveness of retail business areas. Studies found shoppers are willing to pay up to 11% more for goods and services in a well-landscaped business district. Trees increase property values. People will pay 3-7% more for properties with many trees. Trees foster safer and more sociable neighborhoods. Views of trees ease mental fatigue and stress, help concentration, reduce sickness, and provide settings for recreation and relaxation. Trees also help reduce noise, provide a refuge for wildlife, and help connect residents with their natural environment.

Street trees in Sheboygan increase property values annually by \$1,075,514.



Diversity Improves Urban Forest Resilience

A diverse palette of trees helps guard against catastrophic loss to insects and diseases or environmental stresses. A general guideline for urban forest diversity is no more than 5% of any one species, 10% of any one genus.

Maple, ash and linden trees are over-represented on Sheboygan streets. This jeopardizes \$2,679,817 of the city's urban forest's benefits from pests such as emerald ash borer (EAB) and Asian longhorned beetle (ALB). Enlist the public to help increase Sheboygan forest resilience by planting less common trees on their own property.

30

ATTACHMENT 3:

i-Tree Analysis of ASH Trees

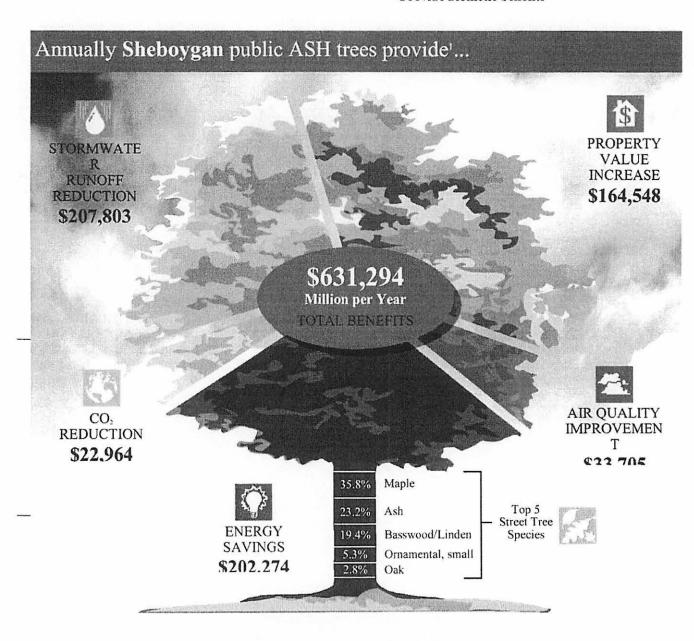
Sheboygan ASH Benefits

Ash Tree Benefits

Sheboygan ash trees provide millions of dollars of environmental, economic and aesthetic benefits to the community. Over their lifetime, ash tree benefits exceed the costs of planting and care, representing a 300 percent return on investment. Tree benefits increase over time highlighting the importance of not only planting trees, but of providing ongoing maintenance and protection. These benefits are a reminder of the worthwhile investment in our community forestry program.

Trees:

- · Reduce stormwater runoff
- · Lower summer air temperatures
- · Reduce air pollution
- · Reduce heating and cooling costs
- Reduce atmospheric carbon dioxide (CO,)
- Enhance property values
- · Provide wildlife habitat
- · Improve health and wellbeing
- Improve learning and concentration
- Provide aesthetic benefits



ATTACHMENT 4:

Risk Management Guide

RISK MANAGEMENT

Risk: is the potential for suffering harm or loss

<u>Risk Management</u>: is the ability to minimize the potential for harm or loss from occurring by implementing a sound risk reduction strategy.

Types of Risk

- Financial
- Physical harm

A Risk-Reduction Strategy for Trees

- Evaluate the natural resource being managed
- Evaluate the resources available to you (fiscal, staff, equipment, etc.)
- Develop a policy statement
- Develop an action plan
- · Periodic review of all four components

EVALUATE THE NATURAL RESOURCES BEING MANAGED

Evaluate the Entire Population

An understanding of the entire population allows you to identify the key problem areas within the population.

- Species distribution
- Diameter distribution
- Condition distribution
- Defects
- Locations and targets

Identify Problematic Species

Identify the species that, based on your knowledge and experience, pose the greatest physical threat.

- High history of failure
- High storm damage potential
- Prone to high-risk structural defects

Identify Problematic Diameters

Identify the diameters that, based on your knowledge and experience, pose the greatest problem in your population.

Large diameter trees

Identify Problematic Conditions

Identify the conditions that, based on your knowledge and experience, pose the greatest problem in your population.

- Very poor trees
- Poor trees

Identify Problematic Defects

Identify the defects that, based on your knowledge and experience, pose the greatest problem in your population.

- Basal decay and cavities
- Major dieback
- Poor branch attachments

Identify Locations and Targets

Identify the locations and targets that, based on your knowledge and experience, pose the greatest physical threat in your population.

- · Busy streets
- Playground areas

EVALUATE THE RESOURCES AVAILABLE TO MANAGE

Staffing

- Number
- Training
- Work load

Equipment

- Diagnostic
- Capabilities/limitations
- Availability

<u>Fiscal</u>

CREATE A TREE RISK MANAGEMENT POLICY STATEMENT

Components of a Policy Statement

- State your agency's understanding of its responsibility to maintain a safe public area,
- Identify the manager of the risk reduction program.
- List any general constraints on managing hazard trees such as financial or personnel.

The following is an example of a Hazard Tree Policy Statement:

The City of Metropolis has an active policy to maintain the safety of public lands from potentially hazardous trees. The City will strive to eliminate, in a timely fashion, any tree deemed hazardous. When available fiscal and human resources limit the ability of the City to remove high-risk trees, priority shall be placed on trees deemed to carry the highest risk. The standard for rating the potential risk of a tree will be the International Society of Arboriculture's twelve point hazard evaluation system. The Director of Public Works will administer this program and have final judgment in all matters concerning the mitigation measures taken for any tree deemed hazardous.

Benefits of a Policy Statement

- It defines for staff the overall mission of the company or agency as it relates to high-risk trees.
- Minimizes political influence

• Allows staff to do their job

DEVELOP AND IMPLEMENT AN ACTION PLAN

Goal

After evaluating your resources, define problem areas and broad solutions to those problems. View this as a wish list.

Objectives

Define clear objectives that address the general goals you have established. The details should be more specific. A good objective defines what is going to be done and in what timeline.

Actions

A series of actions should be identified that address each objective defined

PERIODIC REVIEW OF ALL FOUR COMPONENTS

Review all four components of your risk management plan frequently.

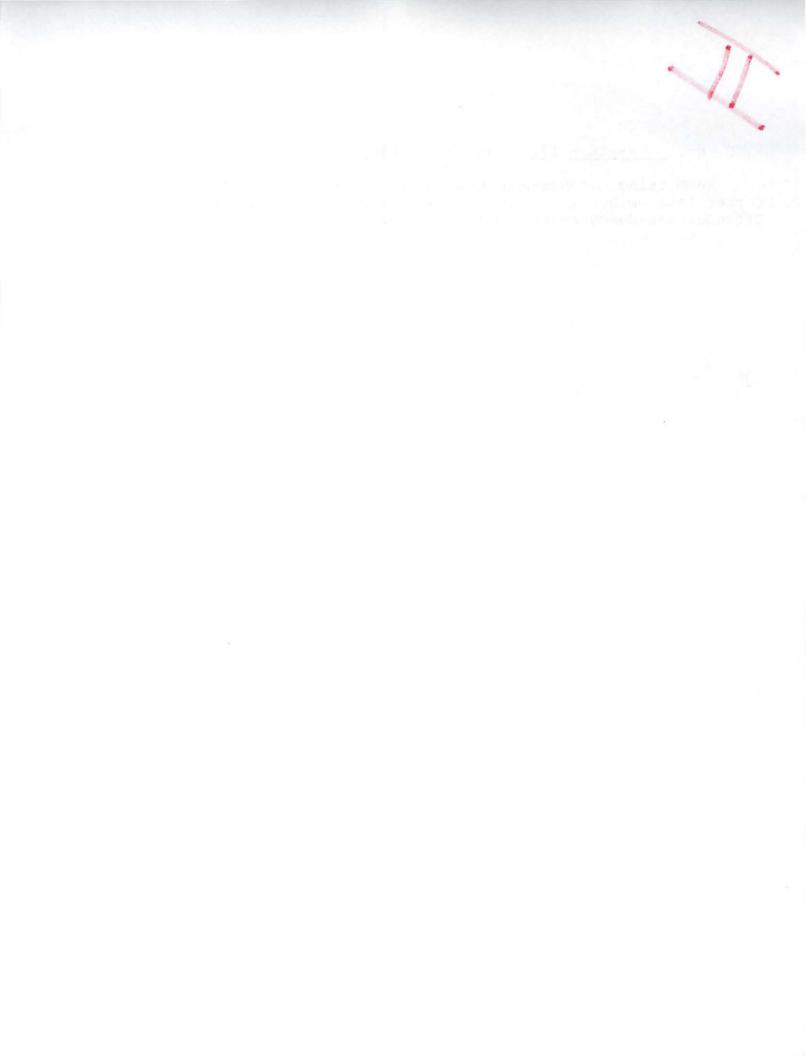
I

R. O. No. ____ - 16 - 17. By CITY CLERK. June 20, 2016.

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Fernando G. Macias requesting a waiver from the Sex Offender Residency restrictions in order to live at 1303 S $10^{\rm th}$ St.

City Clerk

ppiss



Scott Walker Governor

Jon E. Litscher Secretary



State of Wisconsin **Department of Corrections**

Division of Community Corrections

Probation & Parole 3422 Wilgus Avenue Sheboygan, WI 53081

Telephone (920) 459-3097 Facsimile (920) 459-4386

June 16, 2016

Re: City of Sheboygan Sex Offender Ordinance

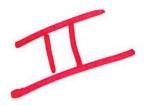
JUN 16'16 AM11:42

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of Fernando G. Macias in order for Mr. Macias to reside at 1303 S. 10th St., Sheboygan, WI 53081.

Respectfully,

Jared Riemann Probation/Parole Agent 70817 3422 Wilgus Ave. Sheboygan, WI 53081 (920) 459-4545



R. O. No. ____ - 16 - 17. By CITY CLERK. June 20, 2016.

Submitting a communication from Rhyan Noel Zimmerman requesting a waiver from the Sex Offender Residency restrictions in order to live at 710 Erie Ave. Apt. 1.

ppisS

City Clerk

Date: 6-17-2016
My name is: Rhyan Noel Zimmerman
I am requesting a waiver to the Sexual Residency Requirements so I may live at:
Signature: Rhyan Jimmenow
Signature: Rhyan Zemmenow Phone Number: (920) 946 - 7472

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

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

Thank you for all your cooperation in the matter.



Res. No. - 16 - 17. By Alderperson Wolf. June 20, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for Information Technology contractor services.

WHEREAS, an employee of the Information Technology department will be on leave for seven months effective July 5, 2016, and

WHEREAS, the Information Technology department will need additional assistance during the absence of the employee and it is cost neutral to hire an independent contractor, and

WHEREAS, the Salaries and Grievance Committee reviewed the proposal to hire an independent contractor and endorse moving forward, and

WHEREAS, the Information Technology Director has interviewed three firms for the services.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract for Information Technology services for a seven month period for a cost not to exceed \$45,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Information Technology Fund Account No. 70717100-521900 in payment of same.

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	that the foregoing Resolut City of Sheboygan, Wisconsin , 20	ion was duly passed by the
Dated	20	, City Clerk
Approved	20	, Mayor

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provide pur and the off-cores was not ready intities. The fill of the original and the core of the cor

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Contracted Service for Temporary IT Assistance

REPORT PREPARED BY: David Augustin, Information Technology Director

REPORT DATE: June 14, 2016 MEETING DATE: June 20, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: Budget Summary:

Budgeted Expenditure:

N/A N/A

Wisconsin Statutes: N/A \$45,000

Municipal Code: N/A

Budgeted Revenue:

N/A

BACKGROUND / ANALYSIS:

The existing City of Sheboygan employee that is in the position of PC Specialist in the Information Technology Department has been called up for military duty for a term of seven months beginning July 5, 2016.

In order to maintain the level of service the Information Technology Department provides, a resource is required to perform those duties until the term of the military leave has been completed.

The best alternative to fulfill this need is to contract with a technology firm for a technical resource to perform the associated duties. Since this is a contracted agreement, there will be no associated benefit expenses for the resource.

The city will be billed an hourly rate for the work provided by the contract resource not to exceed a total cost of \$45,000.

STAFF COMMENTS:

Three contracting firms are being solicited to provide a potential resource candidate. Those firms are (not in any particular order or preference):

- Tek Systems Appleton, Wisconsin
- New Resources Milwaukee, Wisconsin
- Excelion Partners Neenah, Wisconsin

The final candidate will be chosen based on the hourly rate and technical skill level matching the skills required for the assigned duties.

Interviews will be conducted by the IT Director and Network Specialist the week of June 13, 2016. The final decision for the successful candidate will be completed by June 17, 2016.

ACTION REQUESTED:

Motion suspend the rules and to approve Res. No. ____-16-17 to transfer budget funds within the IT program budget and enter into a contract with the chosen technology firm for the term of seven months with total costs not to exceed \$45,000.

ATTACHMENTS:

I. Res. No. ____-16-17



Res. No. - 16 - 17. By Alderperson Thiel. June 20, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (37) self Contained Breathing Apparatus (SCBA) Units and related equipment for the Sheboygan Fire Department.

WHEREAS: The Sheboygan Fire Department has identified the need to replace its current SCBA units due to the fact that the current units no longer meet National Fire Protection Association (NFPA) standards. Because this need was identified in 2015, funding was included in the Capital Improvements budget for this year.

WHEREAS: Following inclusion in the budget, The Fire Department created an ad-hoc team comprised of seven (7) Department personnel to evaluate current offerings from the three major Manufacturers of this equipment. During this evaluation, SCBA units from Interspiro, MSA and Scott were evaluated and ranked. At the end of the process, the units manufactured by Scott Safety were chosen. Since Scott Safety SCBA's are currently in use by the Department, there is no need to change out certain accessories such as vehicle brackets, air bottle fill adapters, etc. In addition, because the firefighters are familiar with the Scott equipment, the learning curve will be much easier to overcome and equipment manufactured by Scott Safety has proven to be durable, reliable and easy to use and;

WHEREAS: Because Scott Safety distributes its equipment through regional distributors, the Sheboygan Fire Dept. obtained a quote for the units and accessories from Oshkosh Fire & Police Equipment in the amount of \$ \$276,350.00. This amount includes the SCBA, two air cylinders, mask, face piece and communications interface equipment and all accessories. Also included in the cost is delivery, training, mask fit testing, all available volume discounts and trade in of the old, outdated and in some cases obsolete equipment.

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RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Oshkosh Fire and Police Equipment of Oshkosh in the amount of \$ 276,350.00 for the purchase of (37) Scott SCBA's and related equipment. The amount includes delivery, training, fit testing and trade-in of the old equipment.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account # 47522100-649100 in payment of same.

		of the		of a	Sheboygan,	g Resolution Wisconsin,	_	_	by day	
Dated _		2	20	· _			, c	ity Cle	rk	
Approve	ed	2	20					, May	or	

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION AND SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution to authorize purchase of (37) Scott SCBA (self-contained breathing apparatus) units including all accessories and trade in of old equipment.

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: June 9, 2016 MEETING DATE: June 29, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: Budget Summary:

47522100-649100

Capital

Improvements

Budgeted Expenditure:

\$ 300,000.00

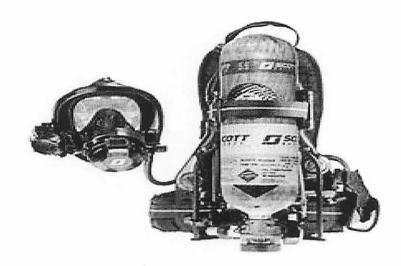
Budgeted Revenue:

N/A

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

BACKGROUND / ANALYSIS:

This resolution authorizes the department to purchase (37) new SCBA units and related equipment and accessories, including delivery, fit testing and trade in of the old and in some cases obsolete equipment. The Sheboygan Fire Dept. performed an admirable amount of due diligence in their selection of the Scott brand equipment ensuring the opinions of the people utilizing this equipment were a part of the final decision.



STAFF COMMENTS:

Scott Safety Inc. sells its equipment through regional distributors. The distributor for our region is Oshkosh Fire & Police Equipment in Oshkosh. While there are no national contracts for the purchase of this equipment, the cost provided by Oshkosh Fire & Police Equipment includes

significant discounts and incentives. Included with the purchase is the trade-in of the old equipment resulting in a \$ 6,000 deduction.

Scott Safety Inc. manufactures excellent equipment having a high level of durability and dependability. In addition, their distributor, Oshkosh Fire and Police Equipment has been extremely responsive in keeping the current units in good working order.

ACTION REQUESTED:

Motion to recommend Common Council approve a resolution to award the \$276,350.00 purchase of (37) SCBA units including accessories and trade in to Oshkosh Fire and Police Equipment of Oshkosh, WI

ATTACHMENTS: 1. Res. ____-16-17



Res. No. - 16 - 17. By Alderperson Thiel. June 20, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into agreement with the Sheboygan Area School District relative to providing the public school system with school liaison officers from the Sheboygan Police Department.

WHEREAS, it is in the mutual desire of the City of Sheboygan and the Sheboygan Area School District to provide the Sheboygan Area Public Schools with Liaison officers from the Sheboygan Police Department; and

WHEREAS, the school liaison officer program promotes the public safety and welfare of the City; and

WHEREAS, the City and the school district have agreed to equally finance the cost of the school liaison officer program.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor, City Clerk and Finance Director are hereby authorized and directed to enter into agreement with the Sheboygan Area School District for the provision of school liaison officers from the Sheboygan Police Department to the Sheboygan Area Public Schools for the one-year period from July 1, 2016 through June 30, 2017, in accordance with the terms and conditions of the attached agreement, which is made a part hereof.

PP+5.

		City	eboygan,	g Resolutio Wisconsin,			by the day of
Dated _			20			City	Clerk
Approve	ed		20				Mayor

AGREEMENT

BETWEEN THE CITY OF SHEBOYGAN

AND

SHEBOYGAN AREA SCHOOL DISTRICT

THIS AGREEMENT, made this ___ day of _____, 2016, by and between the City of Sheboygan, hereinafter referred to as the "City," and the Sheboygan Area School District, hereinafter referred to as the "District."

WHEREAS, it is the mutual desire of the CITY and the District to provide the Sheboygan Area Public High Schools and Middle Schools with Four (4) School Liaison officers from the Sheboygan Police Department; and

WHEREAS, the City and the DISTRICT have agreed to equally finance the cost of the high schools' and the middle schools' liaison program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration,

IT IS AGREED AS FOLLOWS:

- 1. The City Police Department shall assign, on a full-time basis, a total of four (4) Police Officers to act as school liaison officers as follows:
 - a. One (1) officer to each of the **DISTRICT'S** two (2) public high schools, commencing July 1, 2016.
 - b. Two (2) officers to cover all three (3) of the **DISTRICT'S** public middle schools, commencing July 1, 2016.
- 2. Said department's assigned officers shall continue to maintain their identity as police officers and be answerable as such to their superiors in the department.
- 3. The CITY shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include, but not be limited to, the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
- 4. The **DISTRICT** shall budget, be responsible for and pay the remaining fifty per cent (50%) of the liaison officers' salaries during the term of this contract, which salaries also shall include but not be limited to the Wisconsin Retirement Fund, overtime hours, Social Security, uniform allowance, health insurance, and life insurance payments.
- 5. The **DISTRICT** shall pay its portion of the liaison officers' salaries at the end of each month and upon receipt of a billing statement from the City Finance Director/Treasurer. Payment received by the **CITY** will be credited back to the Police Department salary account.

- 6. The term of this Agreement shall be one (1) year, commencing the 1st day of July 2016, to and including June 30, 2017.
- 7. Nothing contained herein and agreed to by these parties shall abrogate the CITY'S responsibility for keeping in full force and effect such worker's compensation or unemployment compensation insurances for the four (4) assigned liaison officers as required by federal, state or local law.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

FOR THE CITY	FOR THE DISTRICT
Michael J. Vandersteen Mayor	Board President
Susan Richards	
City Clerk	Board Member
COUNTERSIGNED:	COUNTERSIGNED:
Nancy Buss Finance Director	Joseph Sheehan Superintendent
This A greement is outhorized by a	nd in accordance with Res. No. 16.17
This Agreement is authorized by an	nd in accordance with Res. No16-17.
Examined and Approved as to Fore Execution this day of	
Charles C. Adams City Attorney	



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Res. No. - 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 Wh		
Common Council of the City		ion was duly passed by the
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, 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

<u>Indemnification</u>. 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	
		 -



Res. No. - 16 - 17. By Alderperson Wolf. June 20, 2016.

A RESOLUTION supporting the Wisconsin Department of Transportation request to transfer Federal Congestion Mitigation and Air Quality funds from the Federal Highway Administration to the Federal Transit Administration on behalf of the City of Sheboygan.

WHEREAS, the Wisconsin Department of Transportation is allocated Federal Congestion Mitigation and Air Quality (CMAQ) grant funds for emission reduction surface transportation projects in Non-Attainment and Maintenance Areas in the State of Wisconsin; and

WHEREAS, the Wisconsin Department of Transportation has awarded the City of Sheboygan CMAQ funds in the amount of \$1,440,000 through a competitive process to partially fund public transit projects; and

WHEREAS, CMAQ funds allocated for transit projects require a transfer of the funds from the Federal Highway Administration to the Federal Transit Administration; and

WHEREAS, the Wisconsin Department of Transportation will request the transfer of funds; and

WHEREAS, the City of Sheboygan intends to apply the CMAQ funds to purchase of revenue vehicles.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan supports a request by the Wisconsin Department of Transportation to transfer \$1,440,000 of CMAQ funds from the Federal Highway Administration to the Federal Transit Administration on behalf of the City of Sheboygan to fund 80% of the cost of purchase of revenue vehicles.

Transit

I HEREBY CERTIFY that th Common Council of the City of		
Dated	20	 , City Clerk
Approved	20	 , Mayor



R. C. No. -16 - 17. By FINANCE. June 20, 2016.

Your Committee to whom was referred Res. No. 30-16-17 by Alderperson Schneider providing for the Sale of Approximately \$2,740,000 General Obligation Refunding Bonds, Series 2016C; recommends passing the Resolution.

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			Committee
I HEREBY CERTIFY the and adopted by the Commo		ity of Sheboygan, W	The state of the s
Dated	20		, City Clerk
Approved	20		, Mayor





Res. No. 30 - 16 - 17. By Alderperson Schneider. June 6, 2016.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,740,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016C

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$2,740,000 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") for the purpose of achieving debt service cost savings; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation refunding bonds in an amount of approximately \$2,740,000 should be issued pursuant to Section 67.04, Wisconsin Statutes for the purpose of paying the cost of refunding the Refunded Obligations.

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

Section 1. Issuance of the Bonds. The City shall issue general obligation refunding bonds designated "General Obligation Refunding Bonds, Series 2016C" (the "Bonds") in an amount of approximately \$2,740,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such

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certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds; to award the Bonds to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Bonds as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ______day of June, 2016. ______, City Clerk

Approved June _, 2016. ______, Mayor



R. C. No. _____ - 16 - 17. By COMMITTEE OF THE WHOLE. June 20, 2016.

Your Committee to whom was referred Res. No. 28-16-17 by Alderperson Belanger to oppose the County Proposed Sales Tax Increase; recommends that the Resolution be passed.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted

Other Matters

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Res. No. $\frac{38}{-16-17}$. By Alderperson Belanger. June 6, 2016.

A RESOLUTION to Oppose the County Proposed Sales Tax Increase.

Whereas: The proposed County Sales Tax Increase adversely affects the residents of the City of Sheboygan;

Whereas: The proposed County Sales Tax Increase is subsidized in great part by the City of Sheboygan residents and businesses and the benefit or purposed use of this tax increase has little direct benefit to the City and its residents.

THEREFORE BE IT RESOLVED: That the City of Sheboygan Common Council is OPPOSED to the proposed County sales tax increase.

C.D.W.



SHEBOYGAN COUNTY

Thomas G. Wegner Chairman of the Board

Adam N. Payne
County Administrator

Date: May 26, 2016

To: Sheboygan County Board

From: Chairman Tom Wegner

Re: Transportation Needs - The Solution

A safe and reliable transportation system is essential for a community to prosper and our quality of life. Due to limited resources, the State, Sheboygan County and all local units of government are struggling to adequately maintain our transportation system. If we want to attract and retain good employers, enhance tourism, and be fiscally responsible, we must address this challenge.

The life span of an asphalt road overlay is approximately 15 years. In order to maintain 450 miles of County roads to adequate standards, 30 miles of road should be paved each year. However, over the past five years, Sheboygan County has not had sufficient resources to do so, and on average, has paved approximately 18 miles per year. The County is also responsible for maintaining 73 bridges, with the oldest being constructed in 1916.

In addition to the 450 miles of County roads and 73 bridges being maintained directly by the County, our Transportation Department is contracted by the State and local townships to perform maintenance on 170 miles of State Trunk and Interstate Highways, 465 miles of township roads, and also performs assessments and general maintenance on 79 bridges.

Each mile paved differs in the amount of work that needs to be done depending on its condition, traffic volume, and time elapsed since it was last rebuilt. Current cost estimates for maintaining County roads is broken out as follows:

- Adding a 2 ½ inch overlay to one mile of road = \$120,000
- Pulverizing and adding a 4 inch paving to one mile of road = \$250,000
- One mile of reconstructed road = \$1,200,000

Unfortunately, over the past ten years, the cost to do one mile of overlay has more than doubled. Investing in a comprehensive plan of road maintenance would enable the County to adequately maintain its roads rather than continuing to fall behind, which leads to higher costs. The Transportation and Finance Departments estimate that this comprehensive plan will cost approximately \$11 million per year to keep up with our transportation system needs. This cost does not include city, village and town road needs and the fact that our municipalities are also falling behind on road maintenance. We all can see roads in disrepair, and we all are hearing

Sheboygan County Board May 26, 2016 Page 2

increasingly more concern about our transportation system from our friends, neighbors, community leaders and elected officials.

I'm pleased to share the attached proposal that presents a solution. Enact a 0.5% county sales tax to support the transportation infrastructure needs of Sheboygan County and accomplish the following objectives:

- Adequately maintain a safe and reliable county transportation system and be fiscally responsible
- Share sales tax revenue with municipalities to help support their transportation needs
- Provide direct property tax relief by reducing borrowing
- Provide operational flexibility to help maintain essential services and workforce

This solution will include the following:

- The 0.5% county sales tax will provide a reliable funding source to accomplish at minimum 30 miles of County road work annually
- \$1.5 million is shared with municipalities based on their respective equalized value. Each municipality must spend the funding on additional road maintenance and their allocation will grow on a percentage basis going forward as the annual sales tax revenue increases
- \$1 million earmarked for direct property tax levy relief attained through reducing debt service
- Operational flexibility is gained through utilizing sales tax revenue rather than property tax levy to support highway capital and equipment needs
- By significantly reducing borrowing to maintain roads and bridges going forward, the County will borrow \$47 million less from 2017–2030, and taxpayers will save approximately \$37 million in debt service over the same time frame

In order to maintain the County's transportation system and be fiscally responsible, we must have an adequate revenue source. By implementing a 0.5% sales tax, we will address a growing problem, and be far better positioned to maintain our transportation system going forward. We will also be able to help assist municipalities with their transportation needs, reduce borrowing, reduce debt service, provide property tax relief and gain operational flexibility.

I want to thank and acknowledge former Chairperson Roger Te Stroete, County Administrator Adam Payne, Finance Director Wendy Charnon, and Transportation Director Greg Schnell for their key leadership and assistance in preparing the attached proposal for your review and consideration. If you have questions, please don't hesitate to contact me or any of us.

Maintaining Sheboygan County's Transportation System

The Solution



Prepared By:

Finance Director, Wendy Charnon

County Administrator, Adam Payne

Transportation Director, Greg Schnell

Past County Board Chairperson, Roger Te Stroete

County Board Chairperson, Thomas Wegner

May 26, 2016

The Problem

The average life span of an asphalt road overlay is 15 years. In order to maintain 450 miles of County roads to adequate standards, 30 miles of road should be paved each year. However, over the past five years, Sheboygan County has not had sufficient resources to do so, and on average, has paved approximately 18 miles per year. The County is also responsible for maintaining 73 bridges. The average bridge is 45 years old, with the oldest being constructed in 1916.

In addition to the 450 miles of County roads and 73 bridges being maintained directly by the County, the Highway Division of the County Transportation Department (hereinafter referred to as Highway) is contracted by the State and local townships to perform maintenance on 170 miles of State Trunk and Interstate Highways, 465 miles of township roads, and also performs assessments and general maintenance on 79 bridges. Due to limited resources, the State and all local units of government are struggling to adequately maintain their roads and bridges.

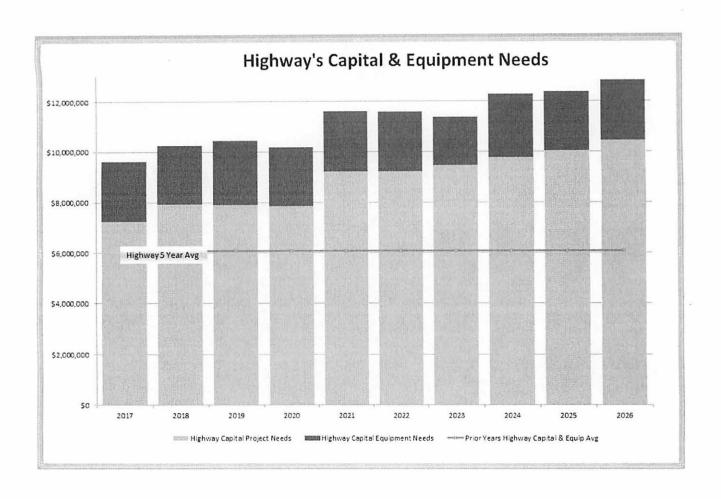
Each mile paved differs in the amount of work that needs to be done depending on its condition, traffic volume, and time elapsed since it was last rebuilt. A paving project can be as simple as laying new asphalt, require drainage and ditch work, or in some instances, require a complete rebuild of the road and road base. Because the County had the foresight to establish and maintain its own paving operation, it is able to complete work efficiently and keep costs at the lowest possible level.

Current cost estimates for maintaining County roads is broken out as follows:

- Adding a 2 ½ inch overlay to one mile of road = \$120,000
- Pulverizing and adding a 4 inch paving to one mile of road = \$250,000
- One mile of reconstructed road = \$1,200,000

Unfortunately, what the County cannot control is the cost of oil. Although we have experienced recent reductions in oil prices, the oil market remains quite volatile. Costs illustrated above are derived from a five year average. Over the past ten years, the cost to do one mile of overlay has more than doubled.

Investing in a comprehensive plan of road maintenance would enable the County to adequately maintain its roads rather than continuing to fall behind, which ultimately leads to higher costs for larger road projects that require more work to bring the roads back up to standards. The Highway and Finance Departments estimate that this comprehensive plan will cost approximately \$9 million per year over the next ten years (2017-2026). Further, to keep up with this plan, investments of approximately \$2 million per year will need to be made in Highway capital equipment. Therefore, the total cost of needed capital projects and equipment is nearly \$11 million per year for 2017-2026 as shown in the following graph.



The Solution

Enact a 0.5% county sales tax to support the transportation infrastructure needs of Sheboygan County.

Authority

The 0.5% county sales tax is authorized by 77.70 of WI statute. The authority was originally granted in 1969 but required counties to distribute all revenue to municipalities; no counties adopted the sales tax under that requirement. In 1985, the law was changed so that counties could keep the sales tax revenue; the next year, two counties adopted a sales tax.

Since then, 62 of 72 Counties have implemented a 0.5% sales tax. The authority to implement the sales tax limits use of the revenue "only for the purpose of directly reducing the property tax levy." A 1998 Attorney General opinion interprets that clause as allowing a county to "reduce the overall countywide property tax levy or to defray the cost of any item which can be funded by a countywide property tax." The opinion further states that sales tax revenues could be used to "offset any individual budgetary item which can be funded by the countywide property tax."

In brief, the State provided the county sales tax option decades ago to help alleviate the pressure on property taxpayers.

Estimate of Revenue Potential

A <u>September 2015 Wisconsin Taxpayers Alliance Report</u> estimates that the 0.5% sales tax would have generated between \$8.43 million and \$10.14 million in 2014, or approximately \$9.5 million.

Estimating expected sales tax revenue is uncertain, for it is sensitive to economic cycles. Additionally, events like PGA tournaments will add one-time revenue in the year of the event.

Status Quo Baseline for Comparison

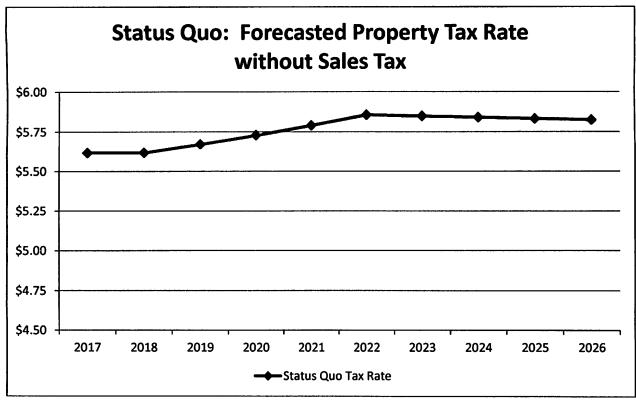
Implementation of a sales tax will allow the County to better maintain our transportation system and help prevent a future backlog of work and higher costs. To appropriately assess the impact of a sales tax, it is important to compare the following:

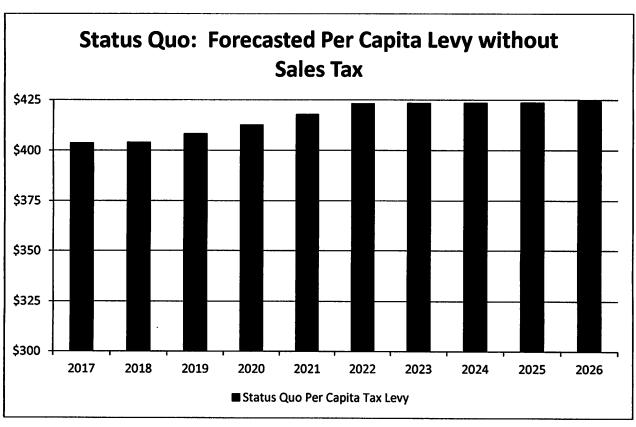
- The status quo continuing to provide the same levels of service with existing revenue sources and its property tax rates and levy per capita to
- A forecasted solution that includes sales tax revenue funding highway needs including a portion of funding being shared with municipalities for their own transportation needs.

To establish the baseline, a number of assumptions are made to forecast continuing the status quo through 2026:

- Annual new construction is estimated to be 0.75% per year while annual growth in equalized value is estimated to be 0%.
- Population estimates are based on Department of Administration (DOA) forecasts for 2015, 2020, 2025, and 2030.
- Debt service is forecast based on borrowing the annual \$5.5 million allowable authority, taken as \$11 million every other year starting in 2018. In addition to the annual authority of \$5.5 million, debt service for a \$10 million borrowing in 2017 and a \$10 million borrowing in 2018 is represented to finance the new Transportation Complex.
- Tax rates are of County operations and do not include library aid.

Based on these assumptions, without implementing a sales tax, the tax levy picture in Sheboygan County through 2026 would look as follows:



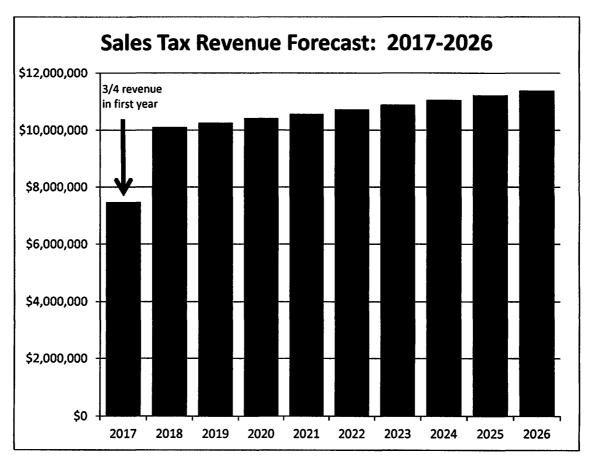


Forecasting Sales Tax Revenue

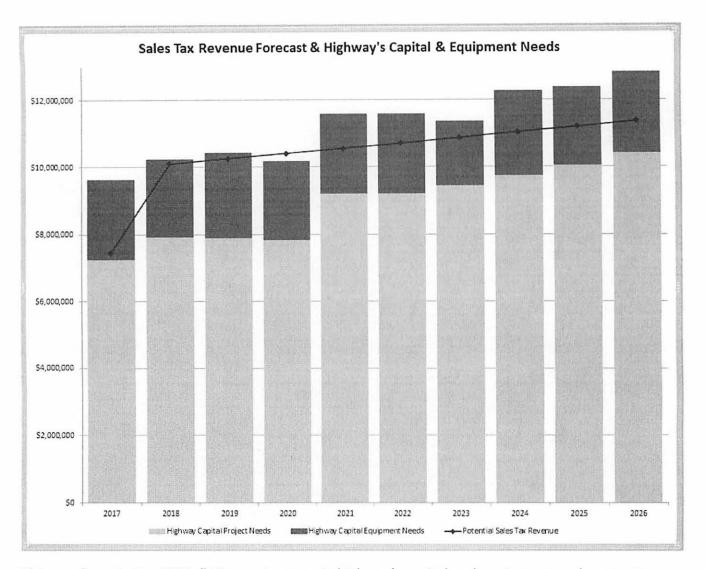
The first step in determining the impact that a sales tax could have is to forecast how much revenue a 0.5% sales tax would generate in Sheboygan County. To do this, two assumptions are made:

- Based on a Wisconsin Taxpayers Alliance memo (September 8, 2015), it is estimated that sales tax in Sheboygan County would have totaled \$9.5 million in 2014.
- To be conservative, these comparisons assume that sales tax revenue would grow at a 1.5% rate per year.

Were sales tax implemented beginning January 1, 2017, that revenue would be as shown in the chart below. With a January 1 implementation date, the state would not begin transferring revenue to the County until April 1, reducing cash flow in the first year to three-fourths of the normal annual amount. Note that the tax rate and per capita levy would vary depending on how sales tax is utilized.



When you compare the forecast of sales tax revenue with Highway's capital project and capital equipment needs, one can see that most Highway capital project and equipment needs can be met.



This graph projects a 3% inflationary increase in highway's capital and equipment each year. It does not include City, Village and Town road needs and the fact that our municipalities are also falling behind on road maintenance.

The Solution

Enact a 0.5% county sales tax to support the transportation infrastructure needs of Sheboygan County and accomplish the following objectives:

- Adequately maintain a safe and reliable county transportation system and be fiscally responsible
- 2. Share sales tax revenue with municipalities to help support their transportation needs
- 3. Provide direct property tax relief by reducing borrowing
- 4. Provide operational flexibility to help maintain essential services and workforce

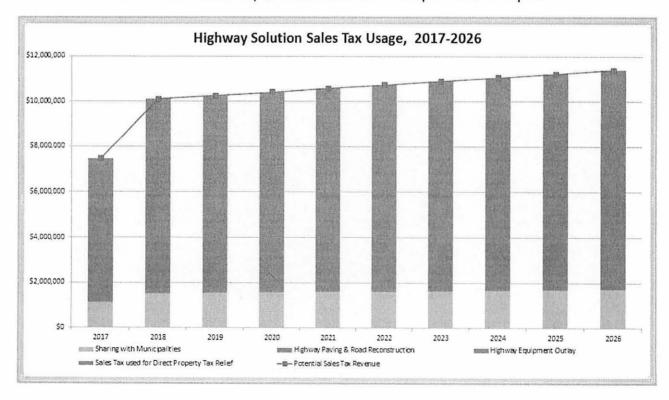
This solution is illustrated below and will include the following:

Revenue Allocation

- A reliable funding source is established to accomplish a minimum of 30 miles of road work annually
- Shared with municipalities \$1.5 million annually is shared based on equalized value. Each municipality must spend the funding on additional road maintenance and their allocation will grow going forward as the annual sales revenue increases
- \$1 million earmarked for direct property tax levy relief direct property tax relief is attained through reducing debt service
- Operational flexibility \$1.8 million is gained through utilizing sales tax revenue rather than property tax levy to support highway capital and equipment needs
- By significantly reducing borrowing to maintain roads and bridges going forward, the County will borrow \$47 million less from 2017–2030, and taxpayers will save approximately \$37 million in debt service over the same time frame

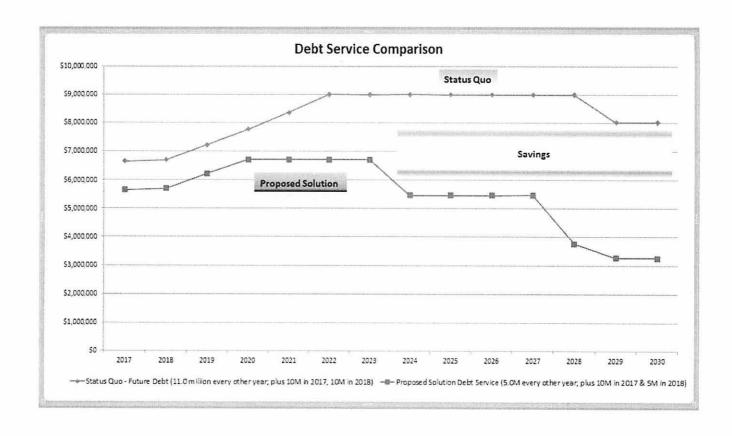
Bonding

- The County's self-imposed annual bonding authority is \$5.5 million. With the Highway's capital needs being met with sales tax revenues, the County will be able to decrease the annual levels of debt and debt service. For these comparisons going forward, it is estimated that the County would be approving \$2.5 million annually for other Capital Projects.
- In addition to the annual bonding estimate of \$2.5 million, debt service includes a \$10 million borrowing in 2017 and a \$5 million borrowing in 2018 (utilizing \$5 million in fund balance) to finance the new Transportation Complex.



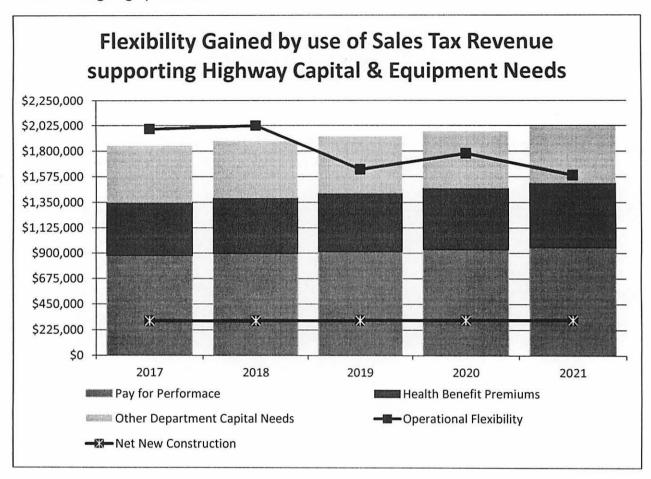
Funding Highway capital project needs will produce better roads, reduce the County's reliance on borrowing, and decrease debt service. Approximately \$3 million of Highway capital projects that are normally funded annually through borrowing would now be funded with sales tax. This reduction in debt would also mean a reduction in the tax levy, as debt service would begin to decline as existing debt is paid off. By significantly reducing borrowing to maintain roads and bridges going forward, the County will borrow \$47 million less from 2017–2030, and taxpayers will save approximately \$37 million in debt service over the same time frame.

With the County's obligations to the new Transportation Complex, the implementation of the sales tax to support Highway needs will result in keeping the debt service levels lower. Significant decreases in the debt structure would begin to occur in year 2024, and again in 2028, leveling off to an average debt service of \$3.25 million annually, compared to \$6.7 million today. In summary, property taxpayers will not shoulder the burden of being responsible for millions in tax levy increases going forward, and also experience directly property tax relief.



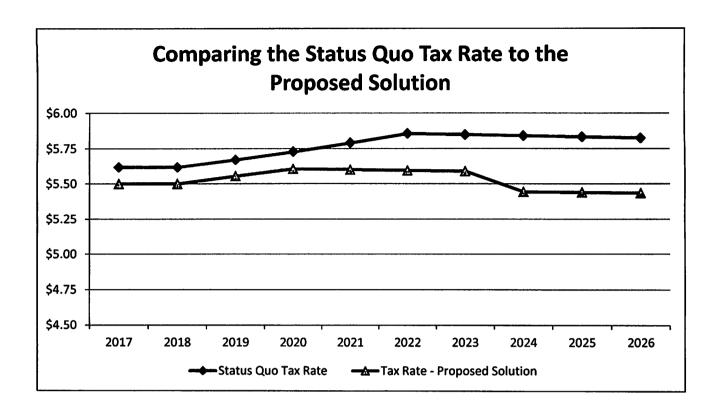
Additional impacts are realized through funding Highway's equipment outlay providing for efficiently managed road maintenance; vehicle maintenance expenses will decrease; and property tax levy funding that had previously been used for Highway overlay and equipment can be reallocated to help address essential needs in the Transportation and other departments, such as maintaining our workforce and replacing squad cars. This additional

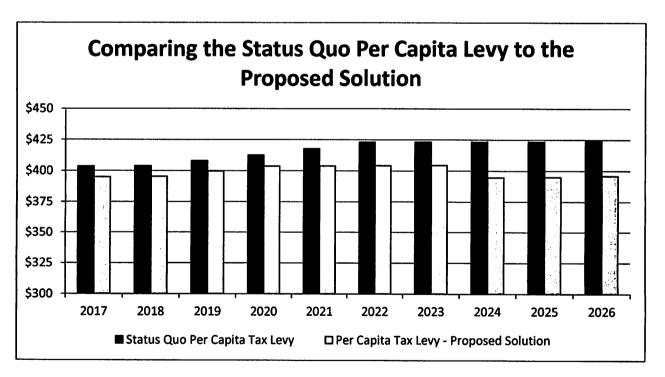
operational flexibility is demonstrated below using the most significant factors faced by the Counties on-going operations:



By increasing flexibility through utilization of sales tax to support the Sheboygan County transportation system, the County will also be better positioned to maintain staff and essential services.

The overall levy impact of this solution can be seen in the two graphs below, which compare the property tax rate and per capita levy with and without sales tax being allocated for Highway needs.





Although sales tax would diversify revenue and provide much-needed resources for our transportation system, it should not be seen as a cure-all. There will still be funding challenges

for the County going forward, and the need to establish priorities, streamline, and gain efficiencies will not change.

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Unfunded Highway Capital Project Needs	\$3.1 million	\$1.5 million	\$0.9 million	\$.2 million	\$1.4 million	\$1.9 million	\$1.6 million	\$2.2 million	\$2.3 million	\$2.5 million
Unfunded Highway Equipment Needs	\$1.2 million	\$1.2 million	\$1.3 million	\$1.2 million	\$1.2 million	\$0.6 million	\$0.6 million	\$0.6 million	\$0.6 million	\$0.6 million

However, this proposal does position the County to significantly address our transportation needs, and helps our local units of government as well. If the sales tax revenue grows at a rate higher than projected, this will obviously help close the gap further.

Revenue Sharing with Municipalities

A cooperative agreement would be established to assure the funds are utilized for transportation needs. The sales tax revenue will be shared based on the municipality's respective equalized value (excluding Tax Incremental Districts) and be adjusted on a percentage basis going forward as the annual sales tax revenue increases county-wide. At present, the distributions of \$1.5 million would be as follows:

Town of	Distribution
GREENBUSH	\$24,045
HERMAN	\$21,992
HOLLAND	\$56,371
LIMA	\$38,562
LYNDON	\$29,496
MITCHELL	\$20,452
MOSEL	\$22,536
PLYMOUTH	\$57,659
RHINE	\$58,856
RUSSELL	\$6,308
SCOTT	\$25,999
SHEBOYGAN	\$124,603
SHEBOYGAN FALLS	\$35,283
SHERMAN	\$23,884
WILSON	\$67,377
Village of	
ADELL	\$6,072

CASCADE	\$6,683
CEDAR GROVE	\$23,601
ELKHART LAKE	\$49,690
GLENBEULAH	\$5,153
HOWARDS GROVE	\$39,690
KOHLER	\$74,937
OOSTBURG	\$30,243
RANDOM LAKE	\$24,343
WALDO	\$5,347
City of	
PLYMOUTH	\$108,144
SHEBOYGAN	\$411,184
SHEBOYGAN FALLS	\$101,491
Total	\$1,500,000

Administration

From the <u>Department of Revenue Publication 209</u> "Sales and Use Tax Information for Wisconsin Counties and Municipalities", the sales and use tax is defined as:

- 1. Sales tax is imposed upon the sales price of sellers (such as governmental units, department stores, restaurants, etc.) who sell, license, lease, or rent taxable products or services at retail in Wisconsin. The seller is responsible for collection and payment of the sales tax.
- 2. **Use tax** is imposed upon the storage, use, or other consumption in Wisconsin of taxable products and services that were not subject to the Wisconsin sales tax when originally purchased from a seller. Use tax is also imposed upon a purchaser when taxable products or services are purchased without tax for resale or other exempt purposes or from an out-of-state company and are stored, consumed, or used by the purchaser in a taxable manner.

The Wisconsin Department of Revenue administers the county tax. The County does not collect or administer the tax collection. Retailers who make sales subject to the 0.5% county tax must collect 5.5% sales tax on their retail sales (5% state sales tax and 0.5% county sales tax). Both the state tax and county tax are reported by retailers to Department of Revenue (DOR). After DOR receives the county sales taxes from retailers, they make monthly distributions to the counties.

In brief, for those who are already collect 5% state sales tax, the only change in their administration is they would now collect 5.5%.

Sales Tax Revenue from Tourism

More recent tourism reports from the state shows that the tourism spending has been:

Year	Total Tourism Business Sales	Sales Tax Revenue from Total Tourism Business Sales ¹
2013	\$329.0 million	\$1.6 million
2014	\$340.9 million	\$1.7 million
2015	\$358.6 million	\$1.8 million

How much sales tax can be attributed to tourism depends on how you define tourism, but it should be approximately \$1.7 million, or 18% of the sales tax revenue. As Sheboygan County continues to attract more visitors, they can help us as they do in other counties support the transportation system they use and rely upon.

Sales Tax Exemptions

What sales and uses are exempt from sales tax in Wisconsin? According to the <u>DOR Publication</u> <u>209</u>, "sales of food and food ingredients are exempt from Wisconsin sales and use taxes, with the exception of candy, soft drinks, dietary supplements, and prepared food." Note that packaged cheese is not considered prepared food. Alcoholic beverages are also subject to tax.

Additional food and food ingredient sales that are exempt include:

- Sales by institutions of higher education
- Sales by hospitals, sanatoriums, nursing homes and other institutions
- Mobile meals on wheels
- Sales to certain governmental units and American Indian Tribes
- Sales by elementary and secondary schools
- Vending machine concessions

Other items exempt from sales tax include, but are not limited to:

- Medications
- Durable medical equipment
- Mobility enhancing equipment
- Prosthetics
- Printed publications
- Diaper services
- United States & Wisconsin flags
- Machines & processing equipment used directly and exclusively in manufacturing
- Items that become an ingredient or component part of the good being manufactured
- Fuel and electricity used directly in the step-by-step manufacturing process

• Other items when a certificate of exemption is received by the seller from the purchaser

Because of the clause exempting items used in manufacturing mentioned above, companies in Sheboygan County including cheese packagers, packaged brats and other manufacturers would not be paying sales tax on any commodities that they purchase that are used directly and exclusively in the manufacturing process or those that are ingredients or components of the final product, if they are not currently paying the State sales tax.

0.5% Sales Tax Impact Examples

- Renting a video for \$2.00 would cost \$2.01
- A fish fry for \$10.00 would cost \$10.05
- A case of beer for \$17.90 would cost \$17.99
- A new outfit for \$100.00 would cost \$100.50
- A flat screen TV for \$800.00 would cost \$804.00
- A new car for \$25,000 would cost \$25,125

Summary

In order to adequately maintain the County's transportation system and be fiscally responsible, we must have an adequate revenue source. By implementing a 0.5% sales tax, we will address a growing problem, and be far better positioned to maintain our transportation system going forward. We will also be able to help assist municipalities with their transportation needs, reduce borrowing, reduce debt service, provide property tax relief and gain operational flexibility.

A safe and reliable transportation system is essential for a community to prosper and our quality of life. The state of transportation in Wisconsin is not as strong as it needs to be, and a <u>U.S. Department of Transportation</u> Report ranks Wisconsin's transportation system 47th out of 50 States. If we want to attract and retain good employers, enhance tourism, and be fiscally responsible, we must address this challenge.

Now is the time.



R. C. No. - 16 - 17. By COMMITTEE OF THE WHOLE. June 20, 2016.

Your Committee to whom was referred R. C. No. 16-16-17 by Strategic Fiscal Planning Committee who reviewed and approved goals and parameters for the City Administrator's 2017 Executive Budget as identified by the City Administrator; recommends that the Report of Committee (R. C.) be accepted and adopted.

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______, City Clerk Approved______, Mayor

R. C. No.

- 16 - 17. By STRATEGIC FISCAL PLANNING. May 16, 2016.

The Committee reviewed and approved goals and parameters for the City Administrator's 2017 Executive Budget as identified by the City Administrator.

- 1. General Fund Budget that retains eligibility for Wisconsin's Expenditure Restraint Program.
- 2. Equalized tax rate to increase no more than inflationary levels.
- 3. Maintain City services with no decrease in service level.
- 4. Leverage City resources through partnerships and shared services/facilities with other entities.
- 5. Leverage intergovernmental money to help offset City cost for projects or programs that promote City priority goals or objectives.
- 6. Funding for 2% increase in wages for City workforce.
- 7. Review user fees including utility rates.
- 8. Identify planned borrowed funds which will not affect City's current Aa2 bond rating.
- 9. Continue Garbage User fee which frees up property tax levy for funding street projects.
- 10. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
- 11. Incorporate 2017 projects, equipment and vehicles identified in the 2017 2021 Capital Improvement Plan.
- 12. Continue use of donations between Tax Incremental Districts.
- 13. Maintain a minimum of 25% uncommitted Fund Balance in the General Fund budget.

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			Committee
I HEREBY CERTIFY t adopted by the Common day of	Council of the	Committee Report was City of Sheboygan,	and the second s
Dated	20		City Clerk
Approved	20		, Mayor



Gen. Ord. No. - 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.



Section 2. All ordinal provisions of this ordinance conflict, and this ordinance and publication.	ce are hereby repeal	
•		
I HEREBY CERTIFY that Common Council of the City of the council of	f Sheboygan, Wiscons	nce was duly passed by the .n, on the day of
Dated	20	, City Clerk
Approved	20	, Mayor



Gen. Ord. No. - 16 - 17. By Alderperson Hou-Seye. June 20, 2016.

AN ORDINANCE amending Section 10-102 of the City of Sheboygan Municipal Code, entitled "Retail 'Class A' licenses" so as to increase the number of Retail "Class A" liquor licenses that may be issued in the City of Sheboygan.

WHEREAS, the City of Sheboygan has voluntarily limited the number of Retail "Class A" licenses that may be issued in the City; and

WHEREAS, that limit has not been increased in at least 20 years; and

WHEREAS, an increase in interest in such licenses suggests the limit be increased from 12 to 15.

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

Section 1. Section 10-102 of the Sheboygan Municipal Code, entitled "Retail 'Class A' licenses" is amended in subsection (d) therein so as to read as follows:

"Sec. 10-102. Retail "Class A" licenses.

(d) No "Class A" liquor licenses shall be issued during any license year if such license shall increase the number of "Class A" liquor licenses in force beyond a total of 15.

. . ."

Law & Lu



provisions of this ordinand	ances or parts thereof in conf ce are hereby repealed to the c e shall be in effect from and aft	extent of such
T HEDERY CERMIES Abot	the foregoing Ordinance was duly	
	the foregoing Ordinance was duly of Sheboygan, Wisconsin, on the _	
	20	_, City Clerk
Approved	20	, Mayor



AN ORDINANCE creating Section 118-138 of the Municipal Code, entitled "Parking on grass surfaces on public property prohibited," so as to prohibit parking on grass surfaces on public property within the City of Sheboygan.

WHEREAS, the City has an interest in preserving the vegetation on the property it owns; and

WHEREAS, vehicles parking on the grass cause damage to City property and require repairs; and

WHEREAS, vehicles parked on the grass on public property create traffic congestion and can create hazards for both motorists and pedestrians alike.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 118-138 of Division 1 of Article IV of Chapter 118 entitled "Traffic and vehicles" is hereby created to read as follows:

"Sec. 118-138. Parking on grass surfaces on public property prohibited.

No owner or operator of any vehicle shall park a vehicle or permit a vehicle to be parked on the grass on public property located in the City of Sheboygan unless otherwise directed by an authorized official of the City of Sheboygan."

Section 2. The Department of Public Works and Police Department are hereby authorized and directed to add signs that give notification of the aforementioned restrictions.

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Section 3. All ordin provisions of this ordinance conflict, and this ordinance and publication.	e are hereby repeale	
Common Council of the City o	f Sheboygan, Wisconsi	ce was duly passed by the n, on the day of
, 2		
Dated		
Approved	_ 20	, Mayor



Res. No. 22-16 - 17. By Alderpersons Draughon and Rabe. June 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for resurfacing Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the Department of Public Works for the proposed resurfacing Saemann Ave. from Calumet Dr. to N. $21^{\rm st}$ St., are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

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Common Council of the Cit	at the foregoing Resolution way of Sheboygan, Wisconsin, on , 20	The state of the s
Dated	20	, City Clerk
Approved	20 .	, Mayor



Res. No. $\frac{23}{20}$ - 16 - 17. By Alderpersons Donohue and Hou-Seye. June 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for resurfacing Kentucky Ave. from S. 8 $^{\rm th}$ St. to S. 9 $^{\rm th}$ St.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the Department of Public Works for the proposed resurfacing Kentucky Ave. from S. $8^{\rm th}$ St. to S. $9^{\rm th}$ St., are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

paid over

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

Dated _______, City Clerk

Approved ______, Mayor

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Res. No. 24 - 16 - 17. By Alderpersons Donohue, Hou-Seye, Hermann and Bitters. June 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for resurfacing Georgia Ave. from S. 8th St. to S. 9th St.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the Department of Public Works for the proposed resurfacing Georgia Ave. from S. 8th St. to S. 9th St., are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by

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

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Res. No. $\frac{25}{16-16}$ - 18 Alderpersons Donohue, Hou-Seye, Hermann and Bitters. June 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for resurfacing S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the Department of Public Works for the proposed resurfacing S. $9^{\rm th}$ St. from Indiana Ave. to Georgia Ave., are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

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Dated _			20_	· _			, City	Clerk
Approve	ed		20				,	Mayor

- IV



Res. No. $\frac{26-16-17}{}$. By Alderpersons Thiel, Lewandoske, Bitters and Hermann. June 6, 2016.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for resurfacing S. $17^{\rm th}$ St. from 120 feet south of Arizona Ave. to Maryland Ave.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the Department of Public Works for the proposed resurfacing S. $17^{\rm th}$ St. from 120 feet south of Arizona Ave. to Maryland Ave., are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

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

Land over

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Buga	A	Bitte	1		

		City		oing Resolutio an, Wisconsin,		by the day of
Dated _			20		_, City	Clerk
Approve	ed		20 .		,	Mayor

Res. No. 27 - 16 - 17. By Alderperson Bitters. June 6, 2016.

A RESOLUTION officially recognizing the Indiana Corridor Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community,

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations.

WHEREAS, the Indiana Corridor Neighborhood Association has been organized by residents of the City of Sheboygan with a mission state as follows:

To enhance the quality of our neighborhood, encourage communication, cooperation and friendliness among the residents, maintain and increase the spirit of awareness and security and be responsible for expressing the opinions and concerns of the entire neighborhood to our local government.

WHEREAS, the Indiana Corridor Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by Indian Avenue on the north from S. $14^{\rm th}$ Street to western city boundary, Georgia Avenue on the south from S. $14^{\rm th}$ Street to the western city boundary and all streets running north/south between those two avenues.

Lies Over

NOW, THEREFORE, BE IT RESOLVED that the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the North Flats Neighborhood Association.

BE IT FURTHER RESOLVED that the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

By Allus

		City	_	oing Resolutionan, Wisconsin,	_	_	by the day of
Dated _			20	_•		, City	y Clerk
Approve	d		20	•		,	, Mayor

M

R. C. No. - 16 - 17. By PUBLIC WORKS. June 6, 2016.

Your Committee to whom was referred the following - DIRECT REFERRAL:

- 1. R. O. No. 39-16-17 by the Purchasing Agent submitting resume of bids for the City of Sheboygan 2016 Bituminous Resurfacing Program, under Res. 144-15-16 and received three bids; and
- 2. Res. No. 17-16-17 by Alderperson Belanger authorizing entering into contract for the 2016 Bituminous Resurfacing Program;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.



		-				
					Con	mittee
I HEREBY CERTIFY that the and adopted by the Common Cou	ncil of	the Ci	ty of	Sheboygan,		_
Dated	20	·			, City	Clerk
Approved	20					Mayor



Res. No. 17 - 16 - 17. DIRECT REFERRAL. By Alderperson Belanger.
May 24, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into contract for the 2016 Bituminous Resurfacing Program.

WHEREAS: The City of Sheboygan contracts annually for the resurfacing of City Streets to maintain and improve the City street network.

WHEREAS: The City of Sheboygan has historically repaired curb and gutter, storm sewer and sanitary sewers as part of the program.

WHEREAS: The Purchasing Agent was directed to contract for the 2016 Bituminous Resurfacing Program under Res. 144-15-16 and received three bids and the low bid has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Northeast Asphalt Inc., Green Bay for the 2016 Bituminous Resurfacing Program and are authorized to draw funds from the following accounts:

47433140-631200 \$478,034 47533140-631200 \$990,400 60134110-521900 \$42,294 40033140-631200 \$57,057 21561100-631100 \$100,000 in payment of same.

Pulstotes.

		City		oing Resolut: an, Wisconsir		by the day of
Dated _			20	.,	 , City	Clerk
Approve	ed		20		,	Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRALS Res. 17-16-17 and R.O. 39-16-17 for the 2016

Bituminous Resurfacing Program

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: May 19, 2016 MEETING DATE: May 24, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Wisconsin Statutes:

Municipal Code:

N/A

N/A

Budget Line Item: 47433140-631200

\$478,034

47533140-631200

\$990,400

60134110-521900

\$ 42,294

40033140-631200 \$ 57.057

21561100-631100

\$100,000

Budget Summary:

Capital Improvements

Budgeted Expenditure:

\$1,667,784.65

Budgeted Revenue:

Special Assessments

\$550,000

BACKGROUND / ANALYSIS:

This document authorizes the department to enter into a contract for the 2016 bituminous resurfacing program. This program is our traditional mill-and-fill asphalt replacement program. The cost is an overall increase to the expenditures as a result of foregoing the hot-in-place method that the department piloted last season. As a result of poor performance, the department is suspending the hot-in-place process until further staff review.

Therefore, the department is working with Finance and will be using 2016 Capital Improvements funds as well as 2015 available capital funds to fund the difference between the originally budgeted hot-in-place figures compared to the mill-and-fill costs.

This program also includes curb and gutter replacement and storm sewer repairs (not included under hot-in-place). Our warranty on the traditional mill-and-fill is 15 years life expectancy. However, the department has been experiencing 20-25 years of serviceable life with this method.

STAFF COMMENTS:

The following streets will be completed with this project:

- N 6th St (from Niagara Ave to Superior Ave)
- S 17th St (from Arizona Ave to Maryland Ave)
- Saemann Ave (from Calumet Dr to N 21st St)
- S 9th St (from Indiana Ave to Georgia Ave)
- Georgia Ave (from S 8th St to S 9th St)
 Kentucky Ave (from S 8th St to S 9th St)

ACTION REQUESTED:

Approve DIRECT REFERRAL Res. 17-16-17 and Accept/File DIRECT REFERRAL R.O. 39-16-17

ATTACHMENTS:

R. O. No. 39-16-17. **DIRECT REFERRAL**. By DIRECTOR OF PUBLIC WORKS. May 24, 2016.

Submitting resume of bids for the City of Sheboygan 2016 Bituminous Resurfacing Program, under Res. 144-15-16 and received three bids and the low bid has been determined to meet all the specifications. See attached.

Public 12876S ac and file

Director of Public Works

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRALS Res. 17-16-17 and R.O. 39-16-17 for the 2016

Bituminous Resurfacing Program

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: May 19, 2016 MEETING DATE: May 24, 2016

FISCAL SUMMARY:

STATUTORY REFERENCE:

Wisconsin Statutes:

Municipal Code:

N/A

N/A

Budget Line Item: 47433140-631200

\$478.034

47533140-631200

\$990,400 60134110-521900

\$ 42,294 40033140-631200

\$ 57,057 21561100-631100

\$100.000

Budget Summary:

Capital Improvements

Budgeted Expenditure:

\$1,667,784.65

Budgeted Revenue:

Special Assessments

\$550,000

BACKGROUND / ANALYSIS:

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STAFF COMMENTS:

The following streets will be completed with this project:

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- S 17th St (from Arizona Ave to Maryland Ave)
- Saemann Ave (from Calumet Dr to N 21st St)
- S 9th St (from Indiana Ave to Georgia Ave)
 Georgia Ave (from S 8th St to S 9th St)
 Kentucky Ave (from S 8th St to S 9th St)

ACTION REQUESTED:

Approve DIRECT REFERRAL Res. 17-16-17 and Accept/File DIRECT REFERRAL R.O. 39-16-17

ATTACHMENTS:

Vendor Name	A BIGH	239/-		INOUS KESUR ast Asphalt		gram Petersen	Vinton C	onstruction		
City			Gree	n Bay WI	She	boygan	Manitowoc			
Bid security present?			YE	S	YE	S	YES		YES	NO
Addendum 1				no]	no]	no]	
Addendum 2			1	addenda	4	addenda	4	addenda	4	_
Addendum 3			UNIT PRICE	issued EXT PRICE	UNIT PRICE	issued EXT PRICE	UNIT PRICE	issued EXT PRICE	UNIT PRICE	EXT PRICE
NORTH 6TH STREET-BASE BID	QTY	UNIT								
MOBILIZATION	1.00	LS	\$31,800.00	\$31,800.00	\$42,350.00	\$42,350.00	\$60,000.00	\$60,000.00		
TRAFFIC CONTROL	1.00	LS	\$35,500.00	\$35,500.00	\$29,800.00	\$29,800.00	\$51,815.00	\$51,815.00		
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SUBTIGNAL GENERAL			* 50%	500-60 	<u> </u>)P(1910)	4 SIF13	3415(0) - <u></u>		
								,		
REPLACE EXISTING SANITARY MANHOLE CASTING -to include fulldepth sawing, furnish and install specified casting, rings, mortar, tie bars and replacement with 7" P.C.C base course dowelled	4.00	EA	\$1,275.00	\$5,100.00	\$1,275.00	\$5,100.00	\$1,186.00	\$4,744.00		

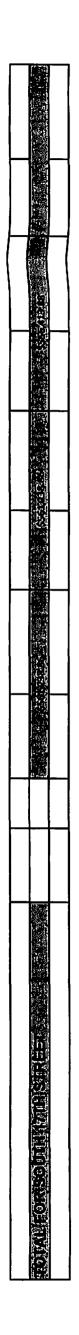
REMOVE AND REPLACE EXISTING STORM MANHOLE WITH 4' DIAMETER MANHOLE(to include removal of existing manhole, reconnect existing mains, full depth saw, removal of existing pavement and replacement with 10" C.A.B.C and 7" P.C.C base course dowelled and Neenah Frame # R-1550-A and grate # R-1040 0022)	20.00	VF	\$618.00	\$12,360.00	\$618.00	\$12,360.00	\$724.00	\$14,480.00	
New N-1 INLETS INSTALLED (to include full depth saw, removal of existing pavement, existing side inlet and replacement with 10" C.A.B.C and 7" P.C.C and Neenah Casting # R-3087-L)	4.00	EA	\$2,284.00	\$9,136.00	\$2,284.00	\$9,136.00	\$2,888.00	\$11,552.00	
12" STORM LEADS (to include full depth saw, removal of existing pavement and existing lead,enlargement of opening at existing inlet to fit and replacement of existing pavement with 10" C.A.B.C and 7" P.C.C base course dowelled	610.00	ĹF	\$87.00	\$53,070.00	\$87.00	\$53,070.00	\$96.40	\$58,804.00	
REPLACE EXISTING STORM MANHOLE CASTING (to include full depth saw, furnish and install specified manhole casting, rings, mortar, tie bars and replacement with 7" P.C.C base course dowelled	2.00	EA	\$1,358.00	\$2,716.00	\$1,358.00	\$2,716.00	\$1,231.00	\$2,462.00	
Constitution of the contract o								29.00	
REMOVE EXISTING CURB AND GUTTER (includes full depth sawing	1,150.00	LF	\$9.62	\$11,063.00	\$9.62	\$11,063.00	\$12.00	\$13,800.00	
REPLACE 6" CURB AND GUTTER (to include C.A.B.C. # 6 x 12" tie bars drilled, 4" topsoil, seed and emat	1,150.00	LF	\$32.09	\$36,903.50	\$32.00	\$36,800.00	\$27.25	\$31,337.50	
REMOVE AND REPLACE EXISTING WALK 4" OR 6" THICKNESS (to include full depth saw, 4" C.A.B.C, 4" topsoil, seed and emat	1	SF	\$7.99	\$2,636.70	\$7.99	\$2,636.70	\$8.00	\$2,640.00	
to morado ran departoun, 4 - an allery 1 - aspecting even and entire	330.03		47.33		J.1.53	72,0 23	70.00	72,040.00	

MISC. 7" P.C.C REMOVAL AND REPLACEMENT (to be used for driveway/alley including full depth saw, 10" C.A.B.C, 4" topsoil, seed and emat	30.00	SY	\$87.76	\$2,632.80	\$87.76	\$2,632.80	\$80.00	\$2,400.00	
MISC 7" P.C.C REMOVAL AND REPLACEMENT (to include dull depth saw, 10" C.A.B.C, drilled tie bars	16.00	SY	\$98.00	\$1,568.00	\$98.00	\$1,568.00	\$80.00	\$1,280.00	
EXCAVATE BELOW SUBGRADE	25.00	CY	\$20.00	\$500.00	\$20.00	\$500.00	\$15.00	\$375.00	
C.A.B.C	25.00	СУ	\$20.00	\$500.00	\$20.00	\$500.00	\$25.00	\$625.00	
SUBJOUAN CONCRETES CONCRETE NO FEBRUARY				September 1		yner e			

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MILL EXISTING PAVEMENT	11,629.70	SY	\$2.90	\$33,726.13	\$2.90	\$33,726.13	\$2.93	\$34,075.02	<u> </u>	
BUTT JOINTS	320.00	S.Y	\$6.20	\$1,984.00	\$6.20	\$1,984.00	\$6.26	\$2,003.20		
								<u> </u>		
HMA PAVEMENT TYPE E-10 PG 64-28 BINDER	1,435.00	TON	\$60.20	\$86,387.00	\$60.20	\$86,387.00	\$60.80	\$87,248.00		
			<u> </u>							
HMA PAVEMENBT TYPE E-10 PG 64-28 SURFACE	1,070.00	TON	\$61.10	\$65,377.00	\$61.10	\$65,377.00	\$61.71	\$66,029.70		
TACK	1,200.00	GAL	\$3.75	\$4,500.00	\$3.75	\$4,500.00	\$3.79	\$4,548.00		
						i				
FURNISH AND INSTALL CAST MANHOLE ADJUSTMENT					Ì		İ		i	
RINGS 1.5" RISE (NEENAH # 1550-7150)	21.00	EA	\$375.00	\$5,775.00	\$275.00	\$5,775.00	\$277.75	\$5,832.75		
	l					•				
WATER VALVE ADJUSTMENT	14.00	EA	\$51.25	\$717.50	\$51.25	\$717.50	\$51.76	\$724.64		
SUPTOTATION NO ESPAVING SECTION SECTION			# 31 Sto	gas .	135 - 135	Marketi		0461911		
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REPLACE EXISTING SANITARY MANHOLE CASTING -to									ļ	
include fulldepth sawing, furnish and install specified										
casting, rings, mortar, tie bars and replacement with 7"	16.00	EA								
P.C.C base course dowelled	1		\$1,345.00	\$21,520.00	\$1,345.00	\$21,520.00	\$1,186.00	\$18,976.00		
			V-,		72,010.00		42,230.00			
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EXISTING CURB AND GUTTER

REPLACE 6" CURB AND GUTTER (to include C.A.B.C. #6		1		1	<u> </u>		1			
x 12" tie bars drilled, 4" topsoil, seed and emat	2,500.00	LF	\$32.09	\$80,225.00	\$32.09	\$80,225.00	\$27.25	\$68,125.00		
MISC. 7" P.C.C REMOVAL AND REPLACEMENT (to be										
used for driveway/alley including full depth saw, 10"										
C.A.B.C, 4" topsoil, seed and emat	30.00	SY	\$87.76	\$2,632.80	\$87.76	\$2,632.80	\$80.00	\$2,400.00		
HILAA SII B. A. A. BPHANIAL AND BEBL LAPHENT IA. Suglada		<u> </u>	<u> </u>							_
MISC 7" P.C.C REMOVAL AND REPLACEMENT (to include			400.00	44.550.00		4	4	44 200 00		
Full depth saw, 10" C.A.B.C, drilled tie bars	16.00	SY	\$98.00	\$1,568.00	\$98.00	\$1,568.00	\$80.00	\$1,280.00	 	
EVOLUTE DEL ON CUDODADE	25.00	- CV	400.00	4500.00		4	4.0.00	4075.00		
EXCAVATE BELOW SUBGRADE	25.00	СҮ	\$20.00	\$500.00	\$20.00	\$500.00	\$15.00	\$375.00		
	25.00		400.00	Apr	400.00	400-0-	400.00	455.55		
C.A.B.C	25.00	СҮ	\$20.00	\$500.00	\$20.00	\$500.00	\$25.00	\$625.00		
SUPPOPAL CONCRETESESTION										
SUBIONA CONGRESSESTIONS			511	B/V='80) 		<i>B(VEID)</i>		290500 医3000 (2000)		
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AND A EVICTING DAYENGNIT				 		<u> </u>				
MILL EXISTING PAVEMENT	24,976.80	СҮ	\$2.95	\$73,681.56	\$2.95	\$73,681.56	\$2.98	\$74,430.86		
DUTT JONITO		-		40.577.00		40.577.00				
BUTT JOINTS	588.00	SY	\$6.25	\$3,675.00	\$6.25	\$3,675.00	\$6.31	\$3,710.28	 	<u> </u>
							 		 	
HMA PAVEMENT TYPE E-10 PG 64-28 BINDER	3,085.00	TON	\$60.70	\$187,259.50	\$60.70	\$187,259.50	\$61.31	\$189,141.35		
THE PARTY TO BE A DO DA DO DIDE OF				 			 		ļ	
HMA PAVEMENT TYPE E-10 PG 64-28 SURFACE	2,295.00	TON	\$61.60	\$141,372.00	\$61.60	\$141,372.00	\$62.22	\$142,794.90		
	0.000.00			 						
TACK	3,000.00	GAL	\$3.75	\$11,250.00	\$3.75	\$11,250.00	\$3.79	\$11,370.00		
	ļ			 			<u> </u>		 	
FURNISH AND INSTALL CAST MANHOLE ADJUSTMENT								1		
RINGS 1.5" RISE (NEENAH # 1550-7150)	43.00	EA	\$275.00	\$11,825.00	\$275.00	\$11,825.00	\$277.75	\$11,943.25		
Table 110 The Production of the Production			72.5.55		72.5.00		<u> </u>			
WATER VALVE ADJUSTMENT	24.00	EA	\$51.25	\$1,230.00	\$51.25	\$1,230.00	\$51.76	\$1,242.24		-
TEATER ADDOCUMENT			752.23	72,230.00	731.23	72,230.00	752.70	71,242.24		
CONTRACTOR OF THE CONTRACTOR O										
CAST CONTRACTOR CONTRA	<u> </u>	L			ET. 1 1 0 6 5 / 4	A PURA CONTINUE TO SERVICE TO SER				



ENGRAPHERASE SIDE						NUE VOLE)			
ALTERNATE BID # 1-SAEMANN AVENUE									
ALIERNATE BID # 1-SALIVIANIA AVENUE		-							
REPLACE EXISTING SANITARY MANHOLE CASTING -to include fulldepth sawing, furnish and install specified casting, rings, mortar, tie bars and replacement with 7" P.C.C base course dowelled	11.00	EA	\$1,309.00	\$14,399.00	\$1,309.00	\$14,399.00	\$1,186.00	\$13,046.00	
SANTONE SALITATION OF A SALITA				N. POS		<u> Perme</u>			
New N-1 INLETS INSTALLED (to include full depth saw, removal of existing pavement, existing side inlet and replacement with 10" C.A.B.C and 7" P.C.C and Neenah Casting # R-3087-L)	5.00	EA	\$2,284.00	\$11,420.00	\$2,284.00	\$11,420.00	\$2,888.00	\$14,440.00	
12" STORM LEADS (to include full depth saw, removal of existing pavement and existing lead, enlarge opening at existing manhole/inlet to fit and replacement of existing pavement with 10" C.A.B.C and 7" P.C.C base course dowelled	130.00	LF	\$87.00	\$11,310.00	\$87.00	\$11,310.00	\$96.40	\$12,532.00	
10" STORM LEADS (to include full depth saw, removal of existing pavement and existing lead, enlarge opening at existing manhole/inlet to fit and replacement of existing pavement with 10" C.A.B.C and 7" P.C.C base course dowelled	135.00	LF	\$85.00	\$11,475.00	\$85.00	\$11,475.00	\$94.80	\$12,798.00	

8" STORM LEADS (to include full depth saw, removal of existing pavement and existing lead, enlarge opening at existing manhole/inlet to fit and replacement of existing pavement with 10" C.A.B.C and 7" P.C.C base course dowelled	35.00	LF	\$83.00	\$2,905.00	\$83.00	\$2,905.00	\$111.40	\$3,899.00	
RECONNECT EXISTING 4" STORM LATERAL TO NEW INLET	1.00	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$445.00	\$445.00	
REPLACE EXISTING STORM MANHOLE CASTING (to include full depth saw, furnish and install specified manhole casting, rings, mortar, tie bars and replacement with 7" P.C.C base course dowelled	4.00	EA	\$1,358.00	\$5,432.00	\$1,358.00	\$5,432.00	\$1,231.00	\$4,924.00	
SUBTOTALESTORM: SEVER SECTIONS				(262101		1. T. T. T. T. T. T. T. T. T. T. T. T. T.	

REMOVE EXISTING CURB& GUTTER (to include full depth saw)	4,400.00	LF	\$9.62	\$42,328.00	\$9.62	\$42,328.00	\$12.00	\$52,800.00	
REPLACE 6" CURB AND GUTTER (to include C.A.B.C. # 6 x 12"				<u> </u>					
tie bars drilled, 4" topsoil, seed and emat	4,400.00	LF	\$31.22	\$137,368.00	\$31.22	\$137,368.00	\$27.25	\$119,900.00	
REMOVE AND REPLACE EXISTING WALK 4" OR 6" THICKNESS							ĺ		
(to include full depth saw, 4" C.A.B.C, 4" topsoil, seed and emat	580.00	SF	\$7.99	\$4,634.20	\$7.99	\$4,634.20	\$8.00	\$4,640.00	
REMOVE EXISTING STEPS AND WALK AT S.E CORNER OF N.17TH STREET AND									
SAEMANN AVENUE (to include 4" Topsoil, seed and emat replacement.	1.00	LS	\$425.00	\$425.00	\$425.00	\$425.00	\$500.00	\$500.00	
FURNISH AND INSTALL DETECTABLE WARNING FIELDS	6.00	EA	\$240.00	\$1,440.00	\$240.00	\$1,440.00	\$400.00	\$2,400.00	
MISC. 7" P.C.C REMOVAL AND REPLACEMENT (to be									
used for driveway/alley including full depth saw, 4"		i	;			!			
C.A.B.C, 4" topsoil, seed and emat	30.00	SY	\$87.76	\$2,632.80	\$87.76	\$2,632.80	\$80.00	\$2,400.00	
		-					, , , , , , , , , , , , , , , , , , , ,		
MISC 7" P.C.C REMOVAL AND REPLACEMENT (to include									
Full depth saw, 10" C.A.B.C, drilled tie bars	16.00	SY	\$98.00	\$1,568.00	\$98.00	\$1,568.00	\$80.00	\$1,280.00	
EVOAVATE BELOWICHBODADE	25.00	- CV	420.00	4	****	4			
EXCAVATE BELOW SUBGRADE	25.00	CY	\$20.00	\$500.00	\$20.00	\$500.00	\$15.00	\$375.00	
C.A.B.C	25.00	CY	\$20.00	\$500.00	\$20.00	\$500.00	\$25.00	\$625.00	
- Corner			your	70.000				75555	
Supplier (CONCRETE SECTION)			\$10	ब्रिट्स्ना <u>१</u>		ievani sa sa	300	9200	
MILL EXISTING PAVEMENT	12,212.50	TON	\$2.85	\$34,805.63	\$2.85	\$34,805.63	\$2.86	\$34,927.75	
DUTT JOINTO	277.00	CV	40.00	A		<u> </u>			
BUTT JOINTS	377.00	SY	\$6.15	\$2,318.55	\$6.15	\$2,318.55	\$6.21	\$2,341.17	
HMA PAVEMENT TYPE E-10 PG 64-28 BINDER	1,510.00	TON	\$59,90	\$90,449.00	\$59.90	\$00.440.00	¢co ro	601 055 06	
MMA PAVEMENT TIPE E-TUPG 04-20 DINDER	1,010.00	IUN	753'80	\$30, 44 3.00	\$59.3U	\$90,449.00	\$60.50	\$91,355.00	
	L		L				L		

1,120.00	TON	\$60.80	\$68,096.00	\$60.80	\$68,096.00	\$61.41	\$68,779.20	
1,300.00	GAL	\$3.75	\$4,875.00	\$3.75	\$4,875.00	\$3.79	\$4,927.00	
25.00	EA	\$275.00	\$6,875.00	\$275.00	\$6,875.00	\$277.75	\$6,943.75	
	1,300.00	1,300.00 GAL	1,300.00 GAL \$3.75	1,300.00 GAL \$3.75 \$4,875.00	1,300.00 GAL \$3.75 \$4,875.00 \$3.75	1,300.00 GAL \$3.75 \$4,875.00 \$3.75 \$4,875.00	1,300.00 GAL \$3.75 \$4,875.00 \$3.75 \$4,875.00 \$3.79	1,300.00 GAL \$3.75 \$4,875.00 \$3.75 \$4,875.00 \$3.79 \$4,927.00

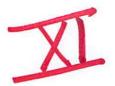
WATER VALVE ADJUSTMENT	9.00	EA	\$51.25	\$461.25	\$51.25	\$461.25	\$51.76	\$465.84		
THE SUPPLIES OF LEGISLATION OF THE PARTY OF		<u> </u>	31. 3. 3. 7.0	A88048		7/8024) × 4.745		ORON CHARGE		
CONTACTOR BEST OF THE VERY AND AN ELLE					73.5	Profile See	R 44.73	77/E1701		
ALTERNATE BID # 2 SOUTH 9TH STREET, GEORGIA										
AVENUE & KENTUCKY AVENUE		İ			ŀ	1	İ			
		<u> </u>								1
							1			J
REPLACE EXISTING SANITARY MANHOLE CASTING -to		i	i				-			1
nclude fulldepth sawing, furnish and install specified		İ]				
casting, rings, mortar, tie bars and replacement with 7"										
P.C.C base course dowelled	1.00	EA	\$1,275.00	\$1,275.00	\$1,275.00	\$1,275.00	\$1,186.00	\$1,186.00	<u> </u>	
SUBTOTAL SANITARY SEWER SECTION:		<u> </u>	表现《黄色》 5	7 7500 % \$ 13	1 St. 1 St.		- TO STATE OF THE	10500		
		 								
								1		
REPLACE CONE (TO INCLUDE FULL DEPTH SAW,				 				 		
PAVEMENT REMOVAL, GRANULAR BACKFILL AND 10"						i				
C.A.B.C	4.00	VF	\$628.00	\$2,512.00	\$628.00	\$2,512.00	\$731.00	\$2,924.00		
							· · · · · · · · · · · · · · · · · · ·			
New N-1 INLETS INSTALLED (to include full depth saw,										
removal of existing pavement, existing side inlet and]	l		ļ		
replacement with 10" C.A.B.C and 7" P.C.C and Neenah		l								
Casting # R-3087-L)	4.00	EA	\$2,284.00	\$9,136.00	\$2,284.00	\$9,136.00	\$2,888.00	\$11,552.00		
10" STORM LEADS (to include full depth saw, removal of		<u> </u>								
existing pavement and existing lead, enlarge opening at			1							
existing manhole/inlet to fit and replacement of existing	245.00	LF]		
pavement with 10" C.A.B.C and 7" P.C.C base course	-:3:33	l -	1		1			i		
		l .	1	ŀ	1					
dowelled			\$85.00	\$20,825.00	\$85.00	\$20,825.00	\$94.80	\$23,226.00		

REPLACE EXISTING STORM MANHOLE CASTING (to include full depth saw, furnish and install specified manhole casting, rings, mortar, tie bars and replacement with 7" P.C.C base course dowelled	3.00	EA	\$1,358.00	\$4,074.00	\$1,358.00	\$4,074.00	\$1,231.00	\$3,693.00	
The separate property of the second									
REMOVE EXISTING CURB AND GUTTER (to include full de	850.00	LF	\$9.62	\$8,177.00	\$9.62	\$8,177.00	\$12.00	\$10,200.00	
REPLACE 6" CURB AND GUTTER (to include C.A.B.C. # 6 x 12" tie bars drilled, 4" topsoil, seed and emat	850.00	LF	\$32.09	\$27,276.50	\$32.09	\$27,276.50	\$27.25	\$23,162.50	
REMOVE AND REPLACE EXISTING WALK 4" OR 6" THICKNESS (to include full depth saw, 4" C.A.B.C, 4" topsoil, seed and emat	1,250.00	SF	\$7.99	\$9,987.50	\$7.99	\$9,987.50	\$8.00	\$10,000.00	

FURNISH AND INSTALL DETECTABLE WARNING FIELDS	10.00	EA	\$240.00	\$2,400.00	\$240.00	\$2,400.00	\$400.00	\$4,000.00		
MISC. 7" P.C.C REMOVAL AND REPLACEMENT (to be					 		 			
used for driveway/alley including full depth saw, 4"							[
C.A.B.C, 4" topsoil, seed and emat	25.00	SY	\$98.00	\$2,450.00	\$98.00	\$2,450.00	\$80.00	\$2,000.00	}	ì
orabio, 4 topoon, occurring cine	23.00	3,	\$50.00	42,430.00	750.00	\$2,430.00	300.00	\$2,000		
MISC 7" P.C.C REMOVAL AND REPLACEMENT (to include							 			
Full depth saw, 10" C.A.B.C, drilled tie bars	16.00	SY	\$98.00	\$1,568.00	\$98.00	\$1,568.00	\$80.00	\$1,280.00		
EXCAVATE BELOW SUBGRADE	25.00	CY	\$20.00	\$500.00	\$20.00	\$500.00	\$15.00	\$375.00		
					_		T			
C.A.B.C	25.00	CY	\$20.00	\$500.00	\$20.00	\$500.00	\$25.00	\$625.00		
STEPPERATOR CONFORT CONFORT CONFORT			A SEC			Vector in the	25 W 31897			
MILL EXISTING PAVEMENT	9,078.60	SY	\$3.05	\$27,689.73	\$3.05	\$27,689.76	\$3.08	\$27,962.09		
BUTT JOINTS	190.00	SY	\$6.30	\$1,197.00	\$6.30	\$1,197.00	\$6.36	\$1,208.40		
HMA PAVEMENT TYPE E-10 PG 64-28 BINDER	1,120.00	TON	\$60.30	\$67,536.00	\$60.30	\$67,536.00	\$60.90	\$68,208.00		
HMA PAVEMENT TYPE E-10 PG 64-28 SURFACE	835.00	TON	\$61.20	\$51,102.50	\$61.20	\$51,102.00	\$61.81	\$51,611.35		
TACK	1,030.00	GAL	\$3.75	\$3,862.50	\$3.75	\$3,862.50	\$3.79	\$3,903.70		
FURNISH AND INSTALL CAST MANHOLE ADJUSTMENT			,							
RINGS 1.5" RISE (NEENAH # 1550-7150)	14.00	EA	\$275.00	\$3,850.00	\$275.00	\$3,850.00	\$277.75	\$3,888.50		
WATER VALVE ADJUSTMENT	6.00	EA	\$51.25	\$307.50	\$51.25	\$307.50	\$51.76	\$310.56		
The second second control of the second of t		ļ	North Control State of the Control	<u> 25. januari 19. </u>	State State	en en en en en en en en en en en en en e		Single on with Marketon and	1	The state of the s
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				<u>[</u>						

NENTITICISMANEINE *** LOMENTALIMENTE NESOTATE LITERATE CEORGIA (VIEWIENAE)		(57)	orlog = "	:57	Contract	enen.	
GRAND TOTAL-BASE BID, ALTERNATE # 1 AND ALTERNATE # 2		\$1,667	7,784.65	\$1,67	2,531.18		
	•						

An error was found in the Vinton Construction Bid Apparent Low Bid is Northeast Asphalt.



Gen. Ord. No. 3

- 16 - 17. By Alderpersons Donohue, Lewandowske and Wolf. June 6, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to change the number of Community Service Officers from two full-time positions to one full-time position and additional part-time Community Service Officers 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:

	Clas	s Title	Class Grade	NO. of Employees
D.	POLIC	E DEPARTMENT		
Dele	ete:			
	D3.	Patrol Division Community Service Officer	4	2 (full-time)
Add:				
	D3.	Police Department Community Service Officer	4 4	1 (full-time) " As Needed" (equal to 1 full-time
	P	oul.		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 shall be in effect from and after its passage and publication.

Manne / howard



7.2

Gen. Ord. No. 4 - 16 - 17. By Alderpersons Donohue, Lewandowske and Wolf. June 6, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to delete one Maintenance Worker III (Tree Trimmer) and add a Maintenance Worker III (Arborist) position in the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section B.3. is amended follows:

Class Title Class NO. of Grade Employees

B. DEPARTMENT OF PUBLIC WORKS

Delete:

Parks, Forestry & Cemetery
 Maintenance Worker III - Tree Trimmer

MW3

1

Add:

3. Parks, Forestry & Cemetery
Maintenance Worker III - Arborist

MW3

1

Lies over Wolf. Dorohue Ord pass.

	X

Section 2. The new job description for the Maintenance Worker III - Arborist is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance .

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job description shall be in effect from and after its passage and publication.

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0 0		

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the <u>2016</u> day of Dated 2016.

Dated 2016.

Approved 2016.

Mayor

Proceedings Published <u>June 27, 2016.</u>
Ordinances Published <u>June 27, 2016.</u>
Certified <u>June 28, 2016 to - Atty.; Ord. Book; Muni Code; Fin. Dir./Treas.; CA; Dir. Human Resources; DPW</u>



Job Description

Job Title: Arborist, Maintenance Worker III Department: Public Works

Date Issue: May 23, 2016 Reports To: Superintendent of Parks & Forestry

Classification: Non – Exempt Wage: Salary Grade MWIII

Approved S & G: S&G 5/23/16 Salary Range: \$21.00 - \$25.86

Position Summary

Under general supervision, performs skilled work maintaining trees and other vegetation primarily along Sheboygan City streets, parks and other public property. Work may include planting, trimming, removing trees and other vegetation using acceptable industry practices. Ability to operate aerial lift, chippers, boom truck stump grinders, chain saws, and other equipment required. Ability to use rope and saddle preferred. Arborist is required to exercise independent judgment while completing assignments. Employee may direct the activities of seasonal employees performing similar tasks. Employee has frequent contact with the public.

Essential Duties & Responsibilities

- 1. Prunes, spray/inject plant and removes trees in parks, along city streets, or on other public property using various means including ladders, aerial lifts, rope and saddle, and from the ground. The use of rope and saddle is not an essential duty but preferred.
- 2. Removes dead and hazardous trees on public property.
- 3. Plants trees along city streets, in parks, and other public areas.
- 4. Performs cabling and bracing work on trees, preferred.
- 5. Operates a variety of tools and equipment following instructions and safety standards to inspect and maintain plants. Equipment used may include aerial lift, chipper, chain saws, stump grinder, tree spade, tractors, and boom truck.
- 6. Provides guidance to seasonal employees regarding safety practices, methods of operating and setting up equipment, and property pruning and removing techniques.
- 7. Records work related information including work assigned and accomplished, materials, used, time-keeping etc. Updates and maintains tree management software.
- 8. Operate, perform related safety checks, and assist in the maintenance of aerial towers, assigned vehicles and other equipment. Operate snow removal equipment such as snow plow, snow blower, shovel, skid steer and utility work machines. Maintain chain saws and related equipment.
- 9. Develops solutions to work issues that add value for our customers.
- 10. Participates in establishing professional development goals that are supportive of broader city goals.
- Maintains regular and predictable attendance. Works extra hours as required.

KNOWLEDGE SKILLS & ABILITIES:

- Knowledge or the principles and practices of industry standard tree pruning techniques and ability to apply knowledge.
- Knowledge of safety standards, practices and procedures related to arboricultural work and work as a team member in ensuring safe work practices are used.
- Knowledge of current tree removal practices and ability to apply techniques including rigging, preferred.
- Working knowledge of the proper methods of climbing trees and the necessary safety precautions involved and to work effectively in precarious positions at considerable heights above the ground.
- Knowledge to tree species and cultivars commonly used in parks and on streets and their characteristics and culture.
- Knowledge of tree planting techniques and ability to apply them.
- Ability to operate mechanical equipment such as aerial lift, chipper, chain saws, stump grinder, tractors, boom truck.
- Ability to use rope and saddle, tree spade, root cutter, cabling/bracing equipment is a plus.
- Ability to follow written and oral instructions.
- Ability to recognize diseases in trees.
- Physical stamina, strength, and agility and ability to perform assigned tasks in all weather conditions.
- Skill in the use of climbing spikes, rope and saddle, knots, and other tools commonly employed in pruning and removal operations preferred.
- Ability to work independently and direct the work of others.
- Understand the City's and department's mission, core values, plans, and priorities for the future.
- Ability to contribute to a positive work culture that fosters excellent customer service and teamwork.

EDUCATION AND OR EXPERIENCE:

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

Possession of an International Society of Arboriculture (ISA) Certified Arborist credential preferred or able to obtain in one year. Possession of Wisconsin Department of Agriculture Commercial Pesticide Applicator Certification Category 3.0 Turf & Landscape preferred.

PREEMPLOXMENT:

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

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.

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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.

Other Matters



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D	NI -		10		17	D.,	7 l darraran	Louandoako	Tuno	20	2016
Res.	NO.	77	TO	_	1/.	БУ	Alderperson	Lewalldoske.	Julie	20,	2010.

A RESOLUTION to rescind Gen. Ord. No. 1-15-16, reducing the number of Sheboygan alderpersons from the current sixteen (16) down to ten (10) for the 2018-2019 council year and instead hold a binding referendum to allow the citizens of Sheboygan to vote on this.

WHERE AS: The constitution of the United States grants U.S. citizens the right to vote for who they want to represent them in public office.

WHERE AS: The citizens of Sheboygan should have the right to vote on how many alderpersons they want to represent them, so I am asking the Sheboygan Common Council to hold a referendum on this change.

Law & Lu

		ne City	of	 g Resolutic Wisconsin,	_	pass	-	the of
Dated _		20		 	 	City	Clerk	
Approve	ed	20				,	Mayor	

Other matters



R. O. No. - 16 - 17. By CITY CLERK. June 20, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

City Clerk

CIGARETTE/TOBACCO LICENSE (June 30, 2017)

No.	Name	Address
	Epicure Lounge, The	1116 Michigan Ave.
	Family Dollar Stores #5587	2821 N. 15 th St.
3043	SR Tobacco	2529 S. Business Dr.
1392	Suscha News, LLC	1117 N. 8 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

No. Name Address

3101 Alan Vodicka Massage & Energy 529 Ontario Ave. 1508 N. 27th St. 2437 Paula Kuhn

CLASS "B" BEER LICENSE (NEW) (June 30, 2017)

Address No. Name

3207 Executive Pub 723 Center Ave.

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

No.	Name	Addr	ess
1031	Bohlman, Kari L.	1807	Geele Ave.
1147	Bruyette, Stephan L.	1546	Falcon Way, Sheb. Falls
9207	Castillo, Gina M.	1411	N. 16 th St.
1007	Densow, Tasha J.	924	N. 10 th St.
1034	Devoe, Troy M.	2811	Windhurst Dr., Oshkosh
7759	Gillgren, Katherine E.	1327	Center Ave.
1033	Gosse, Kelsey A.	1113	Bell Ave.
1013	Granacker, James T.	2802	S. 10 th St.
0288	Gurung, Laxman	1447	Parkview Terr., #31
0130	Hameister, Julie M.	1434	S. 21 st St.



10	00 Kraus, Terrance J.(Club)	119	S. 11 th St., #204, Oostburg
14	43 Kuether, Devon J.	2402C	Calumet Dr.
10	38 Landwehr, Amanda L.	3427	Lakeshore Rd., #1H
	12 Mallmann, Kathy E.		
10	39 McGoldrick, Carrie J.	1629A	N. 3 rd St.
10	10 McLean, Gilbert G.	2330	Calumet Dr.
80	19 Nack, Nicole M.	1528	Main Ave.
14	40 Perl, Caitlin A.	2715	County Rd. PP, Plymouth
	25 Reinl, Nicholas C.(Club)		
58	19 Schroeder, Marcia J.	1709	N. 28 th St.
10	18 Schulze, Kevin W.	4444	Lavalle Ln.
63	50 Steinberg, Scott L.	724	Broughton Dr.
96	92 Tyrrell, Erin K.	3705	Deervalley Dr.
			Geele Ave.
10	02 Van Maaren, Rosanna C.	1132	S. 10 th St.
	52 Willman, Deleah M.	809	N. 29 th St.
10	35 Zalewski, John G.	5009	Grey Fox Dr.

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

No.	Name	Address
6743	Apel, Jay R.	1601 N. 8 th St., #C
5190	Beck, Kevin M.	531 S. 8 th St., #201
7363	Beckmann, Mark H.	14305 Woodside LN., Kiel
0504	Bogenschuetz, David J.	344 Beth Circle, Plymouth
8962	Brauer, Jean M.	2328 Sunflower Ave.
7169	Dodge, Brianna L.	2413 N. 7 th St.
5291	Gatford, Barb ie R.	2802 S. 18 th St.
8201	Hemenway, Kenneth R.	1408 N. 28 th St.
0611	Johnsen, Tanya L.	1422 Lenz Ct.
3614	Koerner, Joseph A.	837 Leland Ave.
6614	Koerner, Mystie C.	1006 N. 17 th St.
9393	Kohlhagen, Justin J.	N4296 County Rd., I, Sheb. Falls
5716	Kraus, Justine M.	1322 S. 7 th St.
6801	Love, Christie M.	1708A N. 4 th St.
2709	McKenzie, Daniel J.	7093 Hwy 67, Plymouth
2045	Roe, Wendy C.	2032 Tivoli Ln.
9548	Schaeve, V. Michael	2305 S. 11 th St.
6444	Schmidtke, James B.	N6137 Center Ave., Sheb. Falls
2136	Severance, Harold W. (Club)	2503 N. 26 th St.
9913	Steinberg, Rebecca M.	1811 N. 3 rd St.
8315	Stewart, Brittany E.	1624 Superior Ave.
8901	Strahl, Robin K.	533 Washington St., Sheb. Falls
0539	Williams, Miranda L.	1325 S. 11 th St.